

**MINUTES OF  
LAKEFRONT MANAGEMENT AUTHORITY  
REGULAR MEETING OF THE LEGAL COMMITTEE  
HELD ON WEDNESDAY, NOVEMBER 10, 2021**

PRESENT: Chair Stanley Cohn  
Commissioner Wilma Heaton  
Commissioner Pat Meadowcroft

ABSENT: Vice Chair David Francis  
Commissioner Howard Rodgers

STAFF: Louis Capo – Executive Director  
Madison Bonaventure – Assistant to the Executive Director  
David Martin– Director of Engineering and Operations

ALSO

PRESENT: Gerard G. Metzger – Legal Counsel to the LMA  
Ed Drury – Boathouse Tenant  
Ray Landeche – Lakeshore Resident  
Tom Long – Lake Vista Resident  
Esmond Carr – LMA Commissioner

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The Regular Meeting of the Legal Committee of the Lakefront Management Authority met on Wednesday November 10, 2021 at the New Orleans Lakefront Airport at 6001 Stars and Stripes Blvd., New Orleans, LA 70126.

Chair Cohn called the meeting to order at 4:33 P.M. and led in the pledge of allegiance. Director Capo called the roll, and a quorum was present.

**Opening Comments:** None

**Motion to Adopt Agenda:**

A motion was offered by Commissioner Heaton, seconded by Commissioner Meadowcroft, and was unanimously approved to adopt the agenda.

**Motion to Approve the Minutes:**

A motion was offered by Commissioner Meadowcroft, seconded by Commissioner Cohn, and was unanimously adopted to approve the minutes of August 19, 2021. Commissioner Meadowcroft abstained.

**Public Comments:** None

### **Legal Counsel's Update:**

Gerard Metzger, Legal Counsel to the LMA, gave an update on various legal issues and resolved matters:

- He advised that an amendment to extend the ground lease with Stumm Girls, LLC at the Airport had been executed, and as required to extend a ground lease and avoid reversion of the ownership of the improvements, the lessee paid over \$128,000.
- Staff and legal counsel were finalizing a lease with Crescent City Marine Group for the Board's consideration.
- The inspection of the Rubin boathouse was scheduled, and the Authority's liability insurer was providing legal counsel in the case.
- There would be a deposition scheduled for Clifford Duplessy in the lawsuit he filed against the LMA for damages to his former boathouse in the Orleans Marina.
- He advised that the Louisiana 4th Circuit Court of Appeals affirmed the dismissal of the petition for eviction filed against J & J Partners finding that J& J Partners did spend more than \$500,000 in permanent improvements on the leased premises entitling J&J Partners to a 25-year extension of the term of its lease.
- Mississippi River Bank, which had a leasehold mortgage securing a loan by evicted lessee, West End Resources, requested more time to sell or move the crane located on the former leased premises at 404 S. Roadway.
- Boh Brothers – the Fourth Circuit denied the Supervisory Writ Application on October 12 and counsel was preparing a Writ Application to file with the Louisiana Supreme Court.
- In the Haynes case, he advised that the Court denied a Motion for a New Trial, and Jeff Dye, LMA's lead legal counsel in this case, had recommended filing a Writ Application with the 4<sup>th</sup> Circuit while continuing settlement discussions.

### **New Business:**

#### **1) Motion to recommend approval of an Agreement with Edward R. Drury for use of property insurance for the repair and rebuilding of the Boathouse on OMB Sites N-6 and N-7 in the Orleans Marina.**

A motion was offered by Commissioner Meadowcroft, was seconded by Commissioner Heaton, and was unanimously adopted to recommend approval of an Agreement with Edward R. Drury for use of property insurance for the repair and rebuilding of the Boathouse on OMB Sites N-6 and N-7 in the Orleans Marina.

Chair Cohn explained that the matter was referred to the Legal Committee after hearing from Mr. Drury at the last Board Meeting. He explained that Mr. Drury had been a tenant for approximately 50 years and was an exemplary tenant. His boathouse improvements were destroyed in Hurricane Ida, and he has begun to take measures to remediate the property. He advised that he as the Authority listed as a loss payee and needs the Authority to endorse a check of \$235,000 so he can rebuild his improvements. from Mr. Drury at the last board meeting. Mr.

Mr. Metzger prepared an agreement that protects LMA and allows Mr. Drury to deposit the funds into his account in consultation with himself and Mr. Drury. Chair Cohn took no issue with

the agreement and recommended that the Committee vote to recommend the item to the Board. He advised that the agreement had been supplied to the Committee in advance.

Commissioner Heaton appreciated Mr. Drury's patience for their consideration of the matter was not punitive; however, they had to take proper steps to protect the Authority and public interest.

Mr. Metzger thanked Chair Cohn for his input on resolving the matter.

Mr. Drury appreciated the Committee's support and cooperation.

**2) Discussion regarding a Cooperative Endeavor Agreement with the Lake Vista Property Owners' Association (LVPOA) for the purpose of the Lake Vista Sidewalk Rehabilitation Project as authorized by LMA Resolution No. 11-082621.**

Chair Cohn understood that the project would rehabilitate sidewalks in Lake Vista. From his understanding no contracts for the work had been let. Director Capo confirmed that was the case. He reminded the Committee that it was the same project that GEC, Inc. had assisted the Authority with some years ago. He explained that the LMA would have to pay for significant fees for studies and design work to be compliant for certain grants. The process to qualify for the grants proved to be cost prohibitive.

He said that the repairs would be for the park-side sidewalks. At one time Commissioner Bob Romero, Chair of the Recreation/Subdivision Committee at the time, suggested that the LVPOA collaborate with the LMA to rehabilitate sidewalks in critical condition for the subdivision. Director Capo advised that it was very clear in the Building Restrictions That lane-side sidewalks were the responsibility of the homeowners. The repair of sidewalks in park areas would allow optimum enjoyment from residents and visitors.

He advised that they received \$50,000 from the LVPOA. \$100,000 was already allocated in the LMA's Capital Budget. To accept the funds, the LMA needed a CEA with the organization. He advised that staff received a letter from their Board to move this project forward.

Tom Long, Lake Vista Resident, suggested that the CEA be very specific about which sidewalks would be rehabilitated because he perceived a misunderstanding by some residents. He said it was always his understanding that the sidewalks on the park side would be rehabilitated and not those in the lanes.

Director Capo advised that the engineering and design work could be done in house.

**3) Discussion on the re-subdivision of the lot owned by M & O Realty, Inc. in the Lakeshore Smith-Lupo Shopping Center and the Lakeshore Subdivision Building Restrictions.**

Chair Cohn explained that this matter came up because of concern from Mr. Ray Landeche, a Lakeshore Resident. He understood that Mr. Landeche was concerned about a potential development by the shopping center adjacent to Lakeshore. He asked the Authority's legal counsel to research the issue.

Mr. Metzger advised that he had assembled a memo for the Committee on the issue:

Section III of the Building Restrictions states that Square 1 is for use as commercial property and that the property adjoining Square 1 is restricted to use as public parking for the commercial property; that Square 2, which is located north of the commercial property (the shopping center) is restricted to use for apartments and what is called “apartment hotels”; that Lot 12 in Square No. 21 is restricted to use as a “firehouse”; identifies the squares restricted for use as the public parks areas in the subdivision; and, states that the “other lots” in the subdivision may only be used for single family residences

The provisions of Section III do not contain any provisions on the subdividing or re-subdividing of Square 1 into lots. This section only regulates permissible commercial uses and height restrictions in Square 1. However, I know from research done years ago that the Levee Board sold Square 1 to Thomas Lupo in 1954 and that the property was thereafter subdivided and all of the re-subdivided lots in Square 1 were sold by Mr. Lupo, except for the lots where the Robert Market and Smith-Lupo Building are located. M & O Realty purchased at least two of the lots in Square 1.

It is noteworthy for purposes of the issue under discussion that although there are no provisions on subdividing or re-subdividing Square 1 into lots in Section III that there is a provision in this Section dealing with Square 2 on apartments. This provision provides that the owners of Square 2 have the “unrestricted right to subdivide each square.”

Mr. Metzger said that the LMA did not have jurisdiction over the subdivision of the commercial lot.

Mr. Landeche and Commissioner Carr arrived late. For their convenience Chair Cohn summarized the entire discussion of the meeting at the request of Commissioner Carr.

**Announcement of next Legal Committee Meeting:**

**1) Thursday, December 7, 2021– 2:30 P.M.**

**Adjourn:**

A motion was offered by Commissioner Heaton, seconded by Commissioner Meadowcroft, and unanimously adopted, to adjourn. The meeting was adjourned at 4:59 PM.