

**LAKEFRONT MANAGEMENT AUTHORITY  
FULL BOARD MINUTES  
THURSDAY, NOVEMBER 16, 2023 – 5:30 P.M**

**6001 Stars and Stripes Blvd.  
New Orleans, LA 70126**

**PRESENT:** Commissioner Anthony Richard – Chair  
Commissioner Esmond Carr - Vice Chair (Arrived at 5:32 pm)  
Commissioner Howard Rodgers - Secretary  
Commissioner Stan Brien  
Commissioner Phili Clinton  
Commissioner Stanley Cohn  
Commissioner Robert Drouant  
Commissioner Brian Egana Commissioner Adonis Exposé  
Commissioner Monika Gerhart  
Commissioner Wilma Heaton  
Commissioner Renee Lapeyrolerie  
Commissioner Sandra Thomas (Arrived at 5:33 PM)

**ABSENT:** Commissioner Dawn Hebert  
Commissioner Jennifer Herbert  
Commissioner Carlos Williams

**STAFF:** Louis Capo – Executive Director  
Vanessa McKee – Assistant to the Executive Director  
Bruce Martin – Director of Aviation  
Adam Gulino – Director of Operations and Engineering  
Cindy Grace, LMA Finance  
Michael Sciavicco, Harbor Master  
Helaine Millner, Harbor Manager

**ALSO  
PRESENT:** Gerry Metzger – LMA Counsel  
Jeff Dye – LMA Counsel  
Al Pappalardo – Real Estate Consultant  
Stephen Peychaud – Sr. Planer Charbonnet & Associates  
Sedrick Hawkins – James Carter & Associates

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The regular monthly Board Meeting of the Lakefront Management Authority was held on Thursday, November 16, 2023, at the Lakefront Airport Terminal Building, 2nd Floor Conference Center, 6001 Stars, and Stripes Blvd., New Orleans, Louisiana 70126, after due legal notice of the meeting was sent to each Board member and the news media and posted. Terminal Building, 2nd Floor Conference Center, 6001 Stars and Stripes Blvd., New Orleans, Louisiana 70126, after due legal notice of the meeting was sent to each Board member and the news media and posted.

- I. **Called to Order at 5:30 PM.**
- II. **Pledge of Allegiance led by Commissioner Richard.**
- III. **Roll Called by Mr. Capo. (10) members were present for a quorum.**
- IV. **Opening Comments – Chair Richard thanked all in attendance.**

V. **Motion to Adopt Agenda**

**A motion was offered by Commissioner Cohn and seconded by Commissioner Drouant.**

**With no questions or comments, All were in favor. The motion passed.**

**Commissioner Carr arrived at 5:32 PM**

**Commissioner Thomas arrived at 5:32 PM.**

VI. **New Business**

1. **Motion to approve Legal Service Contracts with Gerard G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., David Jefferson Dye, L.L.C., James Carter & Associates, LLC and Daigle Fisse & Kessenich Law (APLC) for a term of eight months, commencing on November 1, 2023, with two 1-year options to renew, and with fees for legal services in accordance with the Maximum Hourly Fee Schedule of the Office of the Louisiana Attorney General.**

**A motion was offered by Commissioner Drouant and seconded by Commissioner Cohn.**

**Commissioner Lapeyrolerie** and the board members discussed how the motion would work and how the work would be distributed.

**Commissioner Drouant** thanked Commissioner Egana for the suggestion to use the same model as the engineering department uses. Based on the interviews and resumes the Legal Review Panel felt it was appropriate to select all five candidates

**Mr. Capo** stated that the work would be distributed based on the attorney's area of concentration. Mr. Capo added that Commissioner Williams was not able to participate in the interview panel.

**Commissioner Carr** stated for the record that he would like to request an amended resolution that would remove Attorney Davis Jefferson Dye from the pool of attorneys.

**Commissioner Thomas** repeated his suggested motion to be clear that she understood his statement.

**Chair Richard** called for a second on Commissioner Carr's request to amend the resolution. **Hearing on second on Commissioner Carr's motion. The motion died.**

**Commissioner Egana** commended The Chairman, the board, the legal committee, and the staff for taking a step back in this process to include diversity

**With no further questions or comments, Char Richard called for a vote.**

**With (11) Yays and (1) Nay from Commissioner Carr; the motion passed.**

2. **Motion to approve a contract with Sage Construction, LLC in an amount not to exceed \$339,397.81 for the Orleans Marina Harbormaster Office Building Renovation Project.**

**A motion was offered by Commissioner Drouant and seconded by Commissioner Cohn.**

**With no questions or comments, Chair Richard called for a vote. All were in favor. The motion passed.**

3. **Motion to approve the settlement of all claims asserted against the Lakefront Management Authority and Orleans Levee District in those proceedings captioned and entitled Clifford J. Duplessy, et al, vs. Michael Mayer, et al, Case No. 2010-12602, Civil District Court for the Parish of Orleans, State of Louisiana**

**A motion was offered by Commissioner Rodgers and seconded by Commissioner Egana.**

**With no questions or comments, Chair Richard called for a vote. All were in favor. The motion passed.**

4. **Motion to Approve the Memorandum of Understanding with the Southeast Louisiana Flood Protection Authority–East for the Management of the Orleans Levee District’s Non-Flood Protection Assets.**

**A motion was offered by Commissioner Cohn and seconded by Commissioner Drouant.**

**Mr. Capo** thanked Chair Richard for his guidance during negotiations of the MOU Memorandum of Understanding (MOU). We have a good MOU. He thanked Commissioner Cohn who is the representative for Flood Protection. He also thanked the Legal Staff, Mr. Metzger, and Mr. Dye, and Mr. Pappalardo, our real estate consultant.

## **MOU Details:**

- **\$700,000 owed to the SELFPA to be forgiven**
- **Effective January 1, 2024, any oil and gas production funds from the Bohemian Spillway will come to LMA in perpetuity**
- **We will receive up to \$150,000 of the oil and gas production funds from July 1 to December 31, 2023.**
- **Deductible on wind and fire; the FPA will pay 50% on deductible up to \$150k we would be obligated to cover the rest.**
- **FPA will cut grass between the levee and the seawall. This would equate to between \$150k - \$200k revenues.**

**Commissioner Egana** asked when this would become effective.

**Mr. Capo** said that the grass-cutting came about today. We will work with the vendor and FPA to make the necessary adjustments.

**Commissioner Cohn** added that the FPA and LMA worked together to come up with amicable resolutions for both sides. He commended Director Chandler and President Cosse for their efforts.

**Mr. Dye** added that this MOU addresses and specifies who is responsible for the OLDPD.

**Commissioner Clinton** asked for clarity on the \$150k that was mentioned earlier. Do we have an idea of how much money comes in and how long it might last.

**Mr. Capo** replied that the \$150k is due to us from past production revenues from July 1 to December 31, 2023. Bohemia has been pumping oil since the 1930's and the FPA budgeted approximately \$1 million in Bohemian funds. The leases are with the production company and DNR. It is set up for DNR to enter into negotiations and the funds will now come directly to LMA

**Commissioner Clinton** asked about the Orleans Marina parking lot caving in. He wanted to know if there was any movement on FPA's involvement in resolving this.

**Mr. Capo** said that would be a separate issue. We will go back to the table on this. They will do the work on the bulkhead if we can show a relationship to the flood wall.

**Commissioner Heaton** asked if it should be written into the MOU that any expansion of production would also come to LMA.

**Commissioner Carr** asked if we had a plan for the revenue coming in.

**Mr. Capo** responded that he would like to use the funds for the South Shore Harbor Marina projects. He said he planned to open a separate LAMP account to monitor the movement of the funds. These funds are not to be utilized for operational expenses.

**Mr. Dye** informed the board that there is a 6–8 month lag between production and payment of royalties.

**Hearing no other questions or comments, Chair Richard called for a vote. All were in favor. The motion passed.**

**Chair Richard** commended both the FPA and the LMA negotiating teams for their efforts and hard work to come to a major amicable agreement and the passage of the MOU. He felt that the negotiations had fostered the beginning of a good partnership between the two agencies.

## **VII. Directors' Reports**

- RFP is out for 404-406 S. Roadway. The pre-bid conference will be on December 6<sup>th</sup> and all interested parties go to the website to download the proposal. The bids are due back on January 26, 2024. We have also advertised in the Advocate.
- The maintenance staff participated in a four-day electrical troubleshooting course at the Port of Orleans. This partnership with another state agency helped to substantially reduce the course cost. As a direct result of the course, the staff were able to

use the information they attained to troubleshoot and complete a lighting job in-house at South Shore Harbor. Mr. Gulino concluded by stating that any time we can do work in-house creates immediate cost savings for the agency.

- Mr. Capo said he wanted to schedule a quick-books training course for staff at the beginning of the year.
- We will have a new human resources person, Mr. Keljuane Brownfield, who will start on December 6<sup>th</sup>. There is
- a guard and a maintenance position to fill.

**Commissioner Lapeyrolerie** stated that she was glad to see the human resources position filled. As a state employee, she had concerns about keeping staff up to date on their benefits and open enrollment information.

**Mr. Capo** stated that the staff was up to date on their open enrollment information and that there were no changes.

## **VIII. Committee Reports**

### **➤ Airport – Chair Heaton – Deferred**

**Commissioner Heaton** mentioned that the president of the Flood Authority was appointed to the new Governor's transition team. He promised to make flood wall protection his top priority. He went to the first transitional meeting in Lafayette, LA to do a briefing on flood wall protection.

➤ **Marina – Chair Hebert** reported that the Marina committee recommended item # 2 on tonight's agenda which passed unanimously.

➤ **Recreation/Subdivision – Chair Thomas- Deferred**

➤ **Legal – Chair Drouant** reported that they recommended the MOU that was approved tonight.

**Commercial Real Estate – Deferred**

➤ **Nominating Committee – Chair Rodgers** reported that the Nominating committee met and recommended Chair Richard for reelection as Chair of the Board; no nomination for Vice Chair; and Commissioner Rodgers for reelection as Secretary. He said there was still time to nominate candidates from the floor before the vote takes place at the next Board meeting on Thursday, December 14, 2024, at 5:30 PM.

➤ **Finance – Chair Egana - Deferred**

**IX. Public Comments – Limited to (2) Minutes - NONE**

**Chair Richard** announced the next meeting and called for adjournment.

**X. Announcement of next Regular Board Meeting**

1) **Special Date**: Thursday, December 16, 2023 – 5:30 P.M.

**XI. Adjourn at 6:02 PM**

**A motion was offered by Commissioner Drouant and seconded by Commissioner Cohn at 6:02 PM**



## **RESOLUTIONS**

**MOTION: VII-01-11162023**

**RESOLUTION: VII-01-11162023**

**BY: COMMISSIONER DROUANT**

**SECOND BY: COMMISSIONER COHN**

**NOVEMBER 16, 2023**

- 1) **Motion to approve Legal Service Contracts with Gerard G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., David Jefferson Dye, L.L.C., James Carter & Associates, LLC and Daigle Fisse & Kessenich Law (APLC) for a term of eight months, commencing on November 1,2023, with two 1-year options to renew, and with fees for legal services in accordance with the Maximum Hourly Fee Schedule of the Office of the Louisiana Attorney General.**

## **RESOLUTIONS**

**WHEREAS**, the Lakefront Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, occasions arise when the Management Authority requires professional legal services for matters involving the non-flood

protection assets owned by the Orleans Levee District and managed by the Management Authority;

**WHEREAS**, the Professional Legal Services Contracts that the Management Authority had with Gerard G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., and David Jefferson Dye, L.L.C. expired on June 30, 2023, and were renewed on an as needed, month-to-month basis, by Resolution adopted on June 22, 2023 by the Management Authority;

**WHEREAS**, a Request for Qualifications ("RFQ") was issued for the Legal Services Contracts in August of 2023 and the following law firms timely responded to the RFQ: Gerard G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., David Jefferson Dye, L.L.C., James Carter & Associates, LLC and Daigle Fisse & Kessenich (APLC);

**WHEREAS**, the Legal Committee of the Management Authority at its meeting held on November 9, 2023 voted to recommend that the Management Authority approve professional legal service contracts with Gerard G. Metzger (APLC), Gordon, Arrata, Barnett, McCollam, Duplantis & Egan, L.L.C., and David Jefferson Dye, L.L.C, James Carter & Associates,

LLC and Daigle Fisse & Kessenich (APLC) for a term of eight months, commencing on November 1, 2023 and ending on June 30, 2024, with two 1-year options to renew, and with hourly rates for attorney fees, paralegal services and law clerk services in accordance with the Maximum Hourly Fee Schedule of the Office of the Louisiana Attorney General, dated on February 8, 2016, set forth below:

- \$225.00 Per hour for attorneys having experience of ten years or more in the practice of law;
- \$175.00 per hour for attorneys having experience of five to ten years in the practice of law;
- \$150.00 Per hour for attorneys having experience of three or five years in the practice of law;
- \$125.00 Per hour for attorneys having experience of less than three years in the practice of law;
- \$60.00 Per hour for paralegal services; and,
- \$40.00 Per hour for law clerk services;

**WHEREAS**, Louisiana Revised Statutes Title 42, Section 263 (Amended by Acts 1979, No. 78, §1; Acts 1982, No. 570, §2) provides that no state board, including levee boards, unless excluded under the statute, shall retain or employ any special attorney or counsel to represent it in any

special matter or pay any compensation for any legal services whatever unless a real necessity exists, made to appear by a resolution thereof stating fully the reasons for the action and the compensation to be paid; and, the resolution then shall be subject to the approval of the Attorney General and, if approved, shall be spread upon the minutes of the body and published in the official journal of the parish;

**WHEREAS**, the Management Authority declares that a real necessity does exist to engage professional legal services by special counsel for the Management Authority because of pending litigation involving the Management Authority and in connection with legal matters related to the non-flood protection assets of the Orleans Levee District managed by the Management Authority, including but not limited to the Orleans Marina, South Shore Harbor Marina and the New Orleans Lakefront Airport, and in connection with civil service and other legal matters that require the assistance and representation of the Management Authority by legal counsel;

**WHEREAS**, the law firm of Gerard G. Metzger (APLC) has represented the Management Authority and the former governing authorities of the Orleans Levee District in connection with legal matters for over 25 years, the law firm is counsel of record in pending litigation

involving the Management Authority and assists the Management Authority with legal

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transactions and issues involving the non-flood protection assets and the management of these assets by the Management Authority;

**WHEREAS**, Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C. is counsel of record in a litigation involving the Management Authority and has represented the Management Authority for years in connection with litigation and legal transactions involving the non- flood protection assets of the District;

**WHEREAS**, David Jefferson Dye, L.L.C. has represented the Management Authority for five years as counsel of record in pending litigation involving the Management Authority and is qualified to handle legal matters on behalf of the Management Authority involving civil service, litigation and legal transactions involving the non-flood protection assets of the District;

**WHEREAS**, James Carter & Associates, LLC has a civil and commercial practice and experience in aviation, insurance, and construction law and with government relations and finance;

**WHEREAS**, Daigle Fisse & Kessenich (APLC) has a commercial practice and experience in aviation, construction, employment law and has represented boards and commissions in Louisiana;

**WHEREAS**, the Management Authority after considering the recommendation of the Legal Committee, and after adoption of an amendment on the term of the contracts, resolved that it was in the best interest of the District to approve professional legal service contracts to provide legal services for eight months, commencing on November 1, 2023 and expiring on June 30, 2024, with two 1-year options to renew, with Gerard

G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., David Jefferson Dye, L.L.C., James Carter &

Associates, LLC and Daigle Fisse & Kessenich (APLC), with hourly rates for attorney fees, paralegals and law clerks in accordance with the maximum

hourly rates set forth above authorized by the Office of the Louisiana Attorney General for special counsel, paralegals and law clerks, subject to the approval of this Resolution by the Attorney General's Office.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby approves professional legal service contracts with Gerard G. Metzger (APLC), Gordon, Arrata, Montgomery, Barnett, McCollam, Duplantis & Egan, L.L.C., David Jefferson Dye, L.L.C., James Carter & Associates, LLC and Daigle Fisse & Kessenich (APLC) to provide legal services, for a term of eight months, commencing on November 1, 2023, with two 1-year options to renew, and with hourly rates for attorney fees, paralegal fees and law clerk fees in accordance with the maximum hourly rates authorized by the office of the Attorney General for special counsel, subject to the approval of this Resolution by the Office of the Attorney General of the State of Louisiana, as required under Louisiana Revised Statutes Title 42, Section 263.

**BE IT FURTHER HEREBY RESOLVED** that the Lakefront Management Authority's Chairman or Executive Director be and is hereby authorized to sign all documents necessary to carry out the above.

**YEAS: RICHARD, RODGERS, BRIEN, CLINTON, COHN, DROUANT,  
EGANA, EXPOSE', GERHART, HEATON,  
LAPEYROLERIE, THOMAS**

**NAYS: CARR**

**ABSTAIN: NONE**

**ABSENT: D. HEBERT, J. HERBERT, C. WILLIAMS**

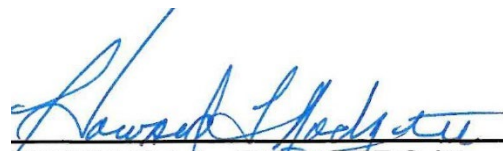
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**RESOLUTION PASSED: YES**

This resolution was declared adopted this 16th day of November  
**2023.**

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I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Non-Flood Protection Asset Management Authority at its meeting on November 16, 2023, held in New Orleans, LA, at which a quorum was present.

  
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**HOWARD L. RODGERS, III**  
**SECRETARY**



**MOTION: VII-0211162023**

**RESOLUTION: VII-02-11162023**

**BY: COMMISSIONER DROUANT**

**SECONDED: COMMISSIONER COHN**

**November 16, 2023**

**2) Motion to approve a contract with Sage Construction, LLC in an amount not-to-exceed \$339,397.81 for the Orleans Marina Harbormaster Office Building Renovation Project.**

**RESOLUTION**

**WHEREAS**, the Lakefront Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the Management Authority manages, operates and administers the Orleans Marina, which is a non-flood protection asset owned by the Orleans Levee District, located at West End in the Parish of Orleans, State of Louisiana, (the "Marina");

**WHEREAS**, the Orleans Marina Harbormaster Office Building needs extensive repairs and renovations (the "Project");

**WHEREAS**, the Management Authority issued an Invitation for Bids for the Project in accordance with the provisions of the Louisiana Public Bid Law,

La. Rev. Stat. 38:2212, et seq., and received the following two bids for the Base Bid and Alternates 1 and 2 for the Project: Sage Construction, LLC in the amount of \$339,397.81 and Tuna Construction in the amount of \$408,000.00;

**WHEREAS**, the Louisiana Public Bid Law requires that the contract for

Page 1 of 3

this Project be awarded to the lowest responsible and responsive bidder, as provided under Section 2212 of the Louisiana Public Bid Law;

**WHEREAS**, the Marina Committee of the Management Authority reviewed the bids for the Project at its meeting held on November 7, 2023, and the Committee voted to recommend that the Management Authority accept the bid and approve a contract for the Project with Sage Construction, LLC, which submitted the lowest responsive and responsible bid for the Project;

**WHEREAS**, the Management Authority after considering the recommendation of the Marina Committee of the Management Authority resolved that it was in the best interest of the District to accept the bid and approve a contract with Sage Construction, LLC, for the price and sum of \$339,397.81 for the scope of work for the Orleans Project.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby accepts the bid and approves a contract with Sage Construction, LLC, as the lowest responsive and responsible bidder, for the price and sum not-to-exceed of \$339,397.81, for the scope of work for the Orleans Marina Harbormaster Office Building Renovation Project.

**BE IT FURTHER HEREBY RESOLVED** that the Chairman or Executive Director be and is hereby authorized to sign all documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

**YEAS: RICHARD, CARR, RODGERS, BRIEN, CLINTON, COHN,  
DROUANT, EGANA, EXPOSE', GERHART, HEATON,  
LAPEYROLERIE, THOMAS**

**NAYS: NONE**

**ABSTAIN: NONE**

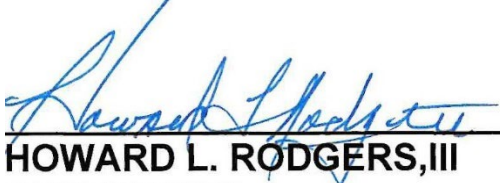
**ABSENT: D. HEBERT, J. HERBERT, C. WILLIAMS**

**RESOLUTION PASSED: YES**

This resolution was declared adopted this 16th day of November 2023.

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I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on November 16, 2023, held in New Orleans, LA, at which a quorum was present.

  
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**HOWARD L. RODGERS, III**  
**SECRETARY**

**MOTION: VII-03-11162023**

**RESOLUTION: VII-03-11162023**

**BY: COMMISSIONER RODGERS**

**SECONDED BY: COMMISSIONER EGANA**

**NOVEMBER 16, 2023**

**3) Motion to approve the settlement of all claims asserted against the Lakefront Management Authority and Orleans Levee District in**

those proceedings captioned and entitled *Clifford J. Duplessy, et al. vs. Michael Mayer, et al.* Case No. 2010-12602, Civil District Court for the Parish of Orleans, State of Louisiana

### RESOLUTION

**WHEREAS**, the Lakefront Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the Orleans Marina located at West End in the City of New Orleans is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

**WHEREAS**, the Orleans Levee District is authorized to lease its water bottoms and land as moorings for boats and construction of boathouses for fair and equitable rental rates, as provided under La.Rev.Stat. 38:336(A) and (8)(4);

**WHEREAS**, West End Resources, Inc. d/b/a Mayer Yacht Services ("Mayer") entered into a written lease agreement, dated on July 10, 2009, with the Orleans Levee District, Division of Non-Flood Assets, for the premises located at Municipal Address 424 S. Roadway, New Orleans, LA 70124, for a primary term of five (5) years with the right to five 5-year renewal options, for the purpose of operating a commercial yacht and marine service business ;

**WHEREAS**, Clifford J. Duplessy ("Duplessy") entered into a written lease agreement, dated on July 1, 2008, with the Orleans Levee District, Division of Non-Flood Assets, for Orleans Marina Boathouse Sites N-45 and N-46, bearing Municipal Addresses 416 and 420 South Roadway Street, New Orleans, LA 70124, (the "leased premises"), for a primary term of five (5) years with the right to five 5-year renewal options;

**WHEREAS**, in 2010 Duplessy filed a lawsuit against Mayer claiming that Mayer had negligently docked vessels adjacent to the leased premises causing damage to the boathouse and improvements on the leased

premises in those civil proceeding captioned and entitled Clifford Duplessy, et al. v. Michael Mayer, et al, Case No. 2010-12602, Civil District Court for the Parish of Orleans, State of Louisiana;

**WHEREAS**, subsequently Duplessy amended the Petition filed in the referenced lawsuit and named the Non-Flood Protection Asset Management Authority as a party defendant and alleged in the Amended petition that the Management Authority was responsible for the damages to his boathouse allegedly caused by Mayer, and also claimed additional damages against the Management Authority for allegedly failing to repair the walkway on the leased premises that deprived him of access to the

boathouse;

**WHEREAS**, thereafter the Management Authority filed an answer denying any liability for the claims asserted in the Amended Petition, Duplessy filed additional amended petitions and the parties pursued discovery on the claims asserted in the referenced lawsuit;

**WHEREAS**, in 2013 Duplessy failed to exercise the five year renewal option to extend the term of the lease for an additional five years and the lease expired on June 30, 2013;

**WHEREAS**, after recent negotiations between the parties, Duplessy offered to settle and dismiss, with prejudice, all claims asserted in the referenced lawsuit against the Management Authority and District in consideration of the payment of the sum of \$20,000.00;

**WHEREAS**, the Legal Committee of the Management Authority at its meeting held on November 9, 2023, after considering the settlement offer, voted to recommend that the Management Authority accept the settlement offer, conditioned on the dismissal, with prejudice, of all claims asserted

by Duplessy against the Lakefront Management Authority and Orleans Levee District in the referenced civil proceedings; and,

**WHEREAS**, the Management Authority resolved that it was in the best interest of the Management Authority and District to accept the settlement offer.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby accepts the settlement offer by Clifford Duplessy and approves the payment of the sum of \$20,000.00 in full and final settlement of all claims asserted by Clifford Duplessy against the

Lakefront Management Authority and Orleans Levee District, in those civil proceedings captioned and entitled Clifford Duplessy, et al, v.

Michael

Mayer, et al, Case No. 2010-12602, Civil District Court for the Parish of Orleans, State of Louisiana, conditioned on the dismissal, with prejudice, of all claims asserted by Clifford Duplessy against the Lakefront Management Authority and Orleans Levee District in the referenced civil proceedings.



**BE IT HEREBY FURTHER RESOLVED** that the Chairman or Executive Director be and is hereby authorized to sign any and all documents necessary to carry out the above.

**The foregoing was submitted to a vote, the vote thereon was as follows:**

**YEAS: RICHARD, CARR, RODGERS, BRIEN, CLINTON, COHN,  
DROUANT, EGANA, EXPOSE', GERHART, HEATON,  
LAPEYROLERIE, THOMAS**

**NAYS: NONE**


**ABSTAIN: NONE**

**ABSENT: D. HEBERT, J. HERBERT, C. WILLIAMS**

**RESOLUTION PASSED: YES**

**This resolution was declared adopted this 14th day of November, 2023.**  
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**I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on November 14, 2023, held in New Orleans, LA, at which a quorum was present.**

  
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**HOWARD RODGERS, III  
SECRETARY**

**MOTION: RESOLUTION: BY:**

**SECONDED BY:**

**VII-04-11162023 VII-04-11162023**

**COMMISSIONER COHN COMMISSIONER DROUANT**

**November 16, 2023**

**4) Motion to Approve the Memorandum of Understanding with the Southeast Louisiana Flood Protection Authority - East for the Management of the Orleans Levee District's Non-Flood Protection Assets.**

**RESOLUTIO**

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**WHEREAS**, the Louisiana Legislature created the Southeast Louisiana Flood Protection Authority - East ("Flood Protection Authority" or "FPA") by the amendment of Louisiana Constitution, Article VI, Part III, §38 and the enactment of Louisiana Revised Statute 38:330, et seq. and made the Flood Protection Authority a successor of the former Board of Commissioners of the Orleans Levee District ("OLD") and responsible as the governing authority of the flood protection functions and activities of the OLD;

**WHEREAS**, the Flood Protection Authority, under Louisiana Revised Statute 38:330.2 (A)(2), is responsible to establish "adequate drainage, flood control and water resources development, including but not limited to the planning, maintenance, operation and construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, marsh management, coastal restoration and other flood control works as such activities, facilities and improvement related to tidewater flooding, hurricane protection and saltwater intrusion" for the Orleans Levee District and other levee districts within its territorial jurisdiction;

**WHEREAS**, the Lakefront Management Authority, under Louisiana Revised Statutes 38:330.12 and 330.12.1, is a political subdivision of the State of Louisiana and a successor of the former Board of Commissioners of the Orleans Levee District, which manages and controls any OLD owned facility or improvement within a levee district within the territorial jurisdiction of the Flood Protection Authority that is not directly related to providing "adequate drainage, flood control, or water resources development pertaining to tidewater flooding, hurricane protection or saltwater intrusion, that is owned or operated by a board of commissioners of the levee district, including all land, rights of way, servitudes and improvements situated thereon, or connected therewith," and any such facilities or improvements shall continue to be owned by the Orleans Levee District.

**WHEREAS**, the Lakefront Management Authority shall, under Louisiana Revised Statute 38:330.12.1, develop and implement a management plan to best utilize the assets under its jurisdiction and to maximize the benefits, attributes, and revenue potentials of such assets;

**WHEREAS**, the Lakefront Management Authority's management plan shall, under Louisiana Revised Statute 38:330.12.1, include parameters for interactions with other political subdivisions in the geographical area of the assets under its jurisdiction and detail a procedure and process for the operation, maintenance, sale, lease, or transfer of any facility or improvement managed or controlled by the Lakefront Management Authority;

**WHEREAS**, the Management Authority and FPA desire to clearly delineate through the attached Memorandum of Understanding which OLD non-flood protection assets that shall be managed by the Lakefront Management Authority and to set forth the agreements and obligations owed by and between them with respect to those non-flood protection assets;

**WHEREAS**, the respective directors and legal counsel for Lakefront Management Authority and the Flood Protection Authority agreed upon the

attached Memorandum of Understanding after the regularly scheduled monthly meeting of the Legal Committee; and, as a result, the Legal Committee has not discussed the attached Memorandum and does not present the Board with a recommendation;

**WHEREAS**, the Executive Director and Legal Counsel advise and recommend that the adoption of the attached Memorandum of Understanding is in the best interests of the Lakefront Management Authority and Orleans Levee District; and,

**WHEREAS**, the Management Authority after considering the recommendation of the Executive Director and Legal Counsel and reviewing the Memorandum of Understanding resolved that it was in the best interest of the Management Authority and Orleans Levee District to approve the attached Memorandum of Understanding with the Southeast Louisiana Flood Protection Authority - East.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority hereby approves of and adopts the attached Memorandum of Understanding with the Southeast Louisiana Flood Protection Authority - East for the management of the Orleans Levee District's non-flood protection assets.

**BE IT FURTHER RESOLVED** that the Management Authority Chairman or Executive Director be and is hereby authorized to sign the Memorandum of Understanding and any other documents necessary to carry out the above.

The foregoing was submitted to a vote, the vote thereon was as follows:

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YEAS: RICHARD, CARR, RODGERS, BRIEN, CLINTON, COHN,  
DROUANT, EGANA, EXPOSE', GERHART, HEATON,  
LAPEYROLERIE, THOMAS

NAYS: NONE

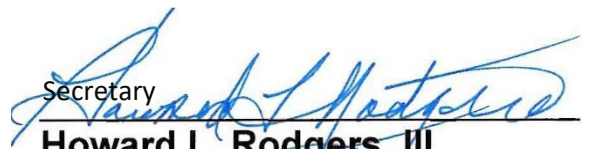
ABSTAIN: NONE

ABSENT: D. HEBERT, J. HERBERT, C. WILLIAMS

RESOLUTION PASSED: YES

This resolution was declared adopted this 16<sup>th</sup> day of November, 2023.  
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I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on November 16, 2023, held in New Orleans, LA, at which a quorum was present.

Secretary  
  
Howard L. Rodgers, III,

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