

THE NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY
MINUTES OF THE FULL BOARD MEETING
THURSDAY SEPTEMBER 19, 2013 – 5:30 P.M.

The monthly meeting of the Board of the Non-Flood Protection Asset Management Authority of the Orleans Levee District was held on Thursday September 19, 2013 at 5:30 p.m., in the Lake Vista Community Center, 2nd Floor, 6500 Spanish Fort Blvd., New Orleans, Louisiana after due legal notice of the meeting was sent to each Board member, the news media, and a copy of the call was posted.

Chairman Hassinger called the meeting to order at 5:50 p.m. and led in the Pledge of Allegiance. The roll was called which constituted a quorum.

PRESENT:

Chairman Joe Hassinger
Secretary Romona Baudy
Commissioner Wilma Heaton
Commissioner Carlton Dufrechou
Commissioner Nyka Scott
Commissioner William Hoffman
Commissioner Patrick DeRouen
Commissioner Pearl Cantrelle
Commissioner Michael Stack
Commissioner Darrel Saizan
Commissioner Eugene Green

ABSENT:

Vice Chairman Greg Ernst
Commissioner Robert E. Smith Lupo
Commissioner John Trask
Commissioner Stanley Brien

STAFF:

Louis Capo - Executive Director
Sharon Martiny – Non-Flood
Dawn Wagener – Non-Flood
Vincent Caire – Non-Flood
Chuck Dixon – Marina Director
Fred Pruitt – Airport Director

ALSO PRESENT:

Al Pappalardo - Real Estate Consultant
Gerard Metzger - Legal Counsel
Alton Davis – Richard C. Lambert Consulting
Steve Nelson – Stuart Consulting
Chris Fenner – Stuart Consulting
Van Robichaux – Robichaux Law Firm
Lambert Boissiere - Constable
Jonathan Buff – Hawthorne
Walter Baudier – Design Engineering, Inc.
John Holtgreve – Design Engineering, Inc.
Ray Landeche – Lakeshore Subdivision

ADOPT AGENDA

Commissioner Hoffman offered a motion to adopt the Agenda, seconded by Commissioner Scott and unanimously adopted.

APPROVE MINUTES

Commissioner Stack offered a motion to approve the minutes of the July 18, 2013 Board Meeting, seconded by Commissioner Hoffman.

REPORT BY EXECUTIVE DIRECTOR

Mr. Capo advised the Board that Chairman Hassinger requested two items be placed on the Agenda. The first item addresses a letter written by Chairman Hassinger to PCCP Constructors regarding PCCP's request for a right-of-way permit along Lakeshore Drive. To date, there has been no response from PCCP and the request has not been approved. Chairman Hassinger added that in a meeting with PCCP Constructors a proposal was offered to PCCP that in exchange for the right of way, PCCP would do improvements along Lakeshore Drive including repairing the parking lot behind Shelter #1 and repairs to the Lake Terrace Fountain. PCCP advised the proposal will be considered and a response will be forwarded. The area requested is additional green space that will be fenced off and used for equipment storage and employee parking. Mr. Capo noted the second issue was traffic control. A letter was written to PCCP Constructors and to date there has been no response.

Mr. Capo reported that the Non-Flood Authority website is approximately 25% complete and will include e-mail addresses for all Board members. Chairman Hassinger welcomed Eugene Green, the Authority's newest Commissioner. Commissioner Green stated that he looks forward to being on the Board of Commissioners.

COMMITTEE REPORTS

Airport Committee – Commissioner Heaton advised the Board that the dedication ceremony will be moved up one hour to 10:00 a.m. on Saturday, September 28, 2013 and good press is expected for the event. Good responses were received from our delegation. Seven out of the eight original Xavier Gonzalez murals have been secured including the mural from Louisiana State Museum.

Vincent Caire, Non-Flood Authority, reported that the mural from the Louisiana State Museum has been delivered and the historic plaque is in place by the staircase. Reception has been good with the media and there will be many stories out next week. A video was prepared with myneworleans.com, the website for New Orleans and Louisiana Life Magazines, and will be available next week. After the ribbon cutting at 10:00 a.m. the public will be walked through the Terminal Building lobby. A decision will be made whether the wings will be kept open.

Commissioner Heaton advised that substantial completion was not given. Alton Davis, RCL, advised that the Fire Marshall walk through is scheduled for September 23, 2013. Belou-Magnar will allow access to the building, but there is no reason that occupancy would not be given on September 23, 2013. Mr. Metzger advised that the contractor is beyond the substantial completion date that was in the contract for the Terminal Building and liquidated damages will be assessed and withheld.

Commissioner Heaton advised that one item, roof repair, did not make the Airport Agenda. The roof repair for the McDermott Hangar and Fire Station will cost the Authority \$28,000. The concern is that after Katrina Orleans Levee District had the roof rebuilt on the McDermott Hangar. Mr. Pruitt advised that the roof was repaired and the manufacturer's warranty crew determined it is not a roof manufacturer issue; it is a flashing issue.

Marina Committee – Commissioner Dufrechou advised that the Marina Committee's primary discussion was South Shore Harbor. Mr. Capo and Mr. Dixon had fencing erected at South Shore Harbor for security purposes along with one additional security guard which seems to be eliminating vandalism at South Shore Harbor Marina. Barricades are also in place for the entrance near Bally's. The barriers can easily be moved to allow all public access when needed.

Commercial Real Estate Committee – Mr. Capo advised that the Commercial Real Estate Committee meeting was cancelled.

Recreation/Subdivision Committee meeting – Mr. Capo advised that Chairman Trask was absent and not available to give a report.

Legal Committee – Commissioner Scott advised the Legal Committee discussed whether alternate or improved Airport project funds from FEMA could be utilized for other Non-Airport needs. Steve Nelson, Stuart Consulting, reported that FEMA confirmed alternate or improved Airport project funds could be utilized for any number of different issues. Commissioner Scott advised that standard lease terms for the Terminal Building and the liquidated damages issues were discussed. The contractor for the Terminal Building has been put on notice and the Authority is expected to recover \$186,000. Liquidated damages are \$1,000 per day and the project is currently 186 days past the contractual completion date. The lawsuit regarding ad valorem tax assessment for Boathouse N-28 is on the Agenda for tonight.

Finance Committee – Commissioner Hoffman advised that there were no surprises in the financial statements.

NEW BUSINESS

Motion 01-091913 –Commend work of Connie Uddo (Hike for KaTREEEna) and St. Paul’s Homecoming Center for efforts in restoration of parkways and green spaces along Lakeshore Drive

Mr. Capo noted that Mrs. Uddo and her organization completed the following items for the Authority in the past two years:

- a) Planted over 150 trees from the Mardi Gras Fountain to Shelter No. 1
- b) Maintained and mulched the new trees for the last two years
- c) Planted 100 trees between Franklin Avenue and Shelter No. 4 (March, 2012)
- d) Maintained and mulched those trees over the last 18 months
- e) Painted all large and small picnic shelters
- f) Repainted Shelter No. 4 (second time)
- g) Replaced 55 wooden benches, tabletops and seats and applied water sealant
- h) Coordinated 1,500 volunteers to do the work
- i) Total estimated material and labor over two years was approximately \$148,000

Chairman Hassinger noted that this Resolution is a small gesture to show that the Authority deeply appreciates the work of Mrs. Uddo and her colleagues. The redevelopment of the City since Katrina is the result of volunteers giving their time to help others. The Authority could not have done this without Mrs. Uddo. Mrs. Uddo thanked the Authority for its trust in allowing her to take on the work and trusting that a good job would be done painting the shelters. It is great to see families picnicking under clean shelters. There is another phase between Franklin and Shelter No. 4 to complete with the help of corporate sponsors and volunteers.

Commissioner Trask offered a motion to commend the work of Connie Uddo, Hike for KaTREEEna, and St. Paul’s Homecoming Center for their efforts in the restoration of the areas along Lakeshore Drive, seconded by Commissioner Hoffman and unanimously adopted to wit:

MOTION: 01-091913
RESOLUTION: 01-091913
BY: COMMISSIONER TRASK
SECONDED: COMMISSIONER HOFFMAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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, Lakeshore Drive is one of the non-flood assets of the District under the management and control of the Management Authority;

WHEREAS, the parkways adjacent to Lakeshore Drive sustained heavy damage as a result of Hurricane Katrina in August of 2005;

WHEREAS, after Hurricane Katrina Hike for KaTREEena and St. Paul's Homecoming Center under the direction of Mrs. Connie Uddo volunteered to assist with the restoration of Lakeshore Drive;

WHEREAS, Hike for KaTREEena and St. Paul's Homecoming Center have reported to the Management Authority that they have finished the following projects;

1. Planted and maintained 150 trees between the Mardi Gras Fountain and Shelter No. 1;
2. Planted and maintained 100 trees between Franklin Avenue and Shelter No. 4;
3. Painted all picnic shelters; and,
4. Replaced old wood and water sealed new wood on over 55 park benches and picnic tables on the south side of Lakeshore Drive;

WHEREAS, Hike for KaTREEena and St. Paul's Homecoming Center have invested some \$148,000 in these projects to restore the parkways adjacent to Lakeshore Drive; and,

WHEREAS, Mrs. Connie Uddo, Hike for KaTREEena and St. Paul's Homecoming Center deserve the thanks of the Management Authority and of the citizens of New Orleans for their efforts to restore the beautiful green spaces and parkways along Lakeshore Drive in New Orleans.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority commends the work of Mrs. Connie Uddo, Hike for KaTREEena and St. Paul's Homecoming Center for their tremendous efforts in the restoration of the parkways and green spaces along Lakeshore Drive.

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

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 02-091913 - Approve First Amendment to lease with Flightline Ground, Inc. Commissioner Heaton noted that this amendment is for the betterment of all parties because this issue was hindering the efforts to lease the Bastian-Mitchell Hangar. I want to compliment Mr. Capo, Mr. Pappalardo and Flightline for hashing this matter out.

Brayton Matthews, Flightline First, noted that Flightline had a sliver of property in front of the Bastian-Mitchell Hangar. Additional ramp space was given to Flightline in exchange for the land in front of the Bastian-Mitchell Hangar. Flightline now has an additional 17 parking spaces in the public parking area which can be used for special events and rental cars

Commissioner Heaton offered a motion to approve the First Amendment to the Flightline First lease, seconded by Commissioner Hoffman and unanimously adopted to wit:

MOTION: 02-091913
RESOLUTION: 02-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER HOFFMAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, Flightline Ground, Inc. ("Flightline") is a fixed based operator at the Airport pursuant to a lease between the District and Flightline made and entered into on the 31st day of July, 2007 (the "Lease");

WHEREAS, the Management Authority staff and representatives of Flightline have negotiated an amendment to the Lease to change the dimensions of the leased premises, in part, to accommodate the new FAA non-movement lines at the Airport, to add parking for the leasehold and to adjust the rental for the leased premises to reflect the changed leasehold dimensions and the added parking, all in accordance with the surveys by Dading, Marques and Associates, Inc. dated August 6, 2013 and October 26, 2011 as revised on August 5, 2013;

WHEREAS, the Management Authority staff recommended to the Airport Committee of the Management Authority at its meeting held on September 5, 2013 approval of an amendment to the Flightline Lease to make these changes to the Lease and as set forth in the attached First Amendment to Lease; and,

WHEREAS, the Management Authority after considering the proposed First Amendment to Lease between the Management Authority and Flightline resolved that it is in the best interest of the Management Authority and the Orleans Levee District to approve the attached First Amendment to Lease with Flightline.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves the First Amendment to Lease with Flightline Ground, Inc., a copy of which is attached to this Resolution; and,

BE IT FURTHER HEREBY RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign the First Amendment to Lease with Flightline Ground, Inc., a copy of which is attached to this Resolution, and any and all other documents necessary to carry out the above.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO

NAYS: NONE

ABSTAIN:

ABSENT: ERNST, TRASK, BRIEN

RESOLUTION ADOPTED: YES

Mr. Metzger informed the Board that the Lease Amendment was negotiated with counsel for Flightline. Mr. Capo signed the Amendment, which will now be turned over to Mr. Matthews for Mr. Robinson's signature.

Motion 03-091913 - Approve Lease (Offices 148, 149 and 244, Airport Terminal) with Gulf Coast Aviation, L.L.C.

Mr. Capo informed the Board that the lease of offices 148, 149 and 244 will be effective November 1, 2013 with a primary term of two years. Base annual rent is \$21,142 with monthly installments of \$1,760. There are two 2-year options to renew. Lessee is also responsible for paying a pro rata share of Lessor's insurance premium, electricity and gas charges which will be approximately \$600. Insurance and utility charges will be recalculated each year on the Lease anniversary date.

Mr. Pappalardo noted that Rooms 148 and 149 are on the first floor lobby and Room 244 is on the second floor. The tenant will utilize Room 244 for the flight simulator. There are engineering reviews underway with respect to the flight simulator being placed on the second floor. Alton Davis, RCL, reviewed the specifications and suggested some structural work may be needed to support the flight simulator. The tenant is aware of the structural work and wishes to move forward. The second floor space has no ceiling, lights, air conditioning distribution or flooring and the space will be built out at the tenant's expense along with any structural work required for the flight simulator. The first floor offices include ceilings, terrazzo floors, lights and air conditioning grills which is reflected in the rent. Rent for the first floor is \$24.90 per s. f. with the pass through for utilities and insurance which is \$5.39 per s.f. Second floor rental rate is \$17.40 as the space is not built out. Concerns regarding the flight simulator's energy use are addressed in the specifications and will be reviewed by RCL's engineers and any adjustments, if needed, will be made.

Commissioner Heaton advised the Board that as this Resolution is a business decision the Resolution should be amended as such. The tenant wishes to have the flight simulator located on the second floor. If that does not work out, I offer an amendment that states if the lease is not signed by the next Airport Committee meeting the Resolution passed tonight will be rescinded. The amendment is fair to the Authority in that the property could then be put up for lease. The amendment is also fair to the tenant in that the tenant gets approval tonight. If the expense for the flight simulator is more than the tenant anticipated, the tenant will not be locked in to the lease.

Commissioner Heaton noted that a public leasing process for office spaces will be enforced to ensure the very best tenants. Leases approved tonight were in process and staff worked on these anchor tenant leases for several months. With these three tenants being in place for the dedication ceremony on September 28, 2013, additional tenants may be attracted.

Commissioner Heaton offered a motion for approval of the Gulf Coast lease agreement and amendment to the Resolution, seconded by Commissioner Cantrelle and unanimously adopted to wit:

MOTION: 03-091913
RESOLUTION: 03-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER CANTRELLE

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (“Airport”);

WHEREAS, the New Orleans Lakefront Airport Terminal (the “Terminal”) was severely damaged by Hurricane Katrina in August of 2005 and the Management Authority recently completed extensive repair and renovations of the Terminal;

WHEREAS, Gulf Coast Aviation, L.L.C., proposed to lease Offices 148/149 containing 677 square feet and 244, containing 660 square feet, in the Terminal, under the terms and conditions set forth below;

WHEREAS, the Lessee acknowledges and agrees that office 244 will require additional build out at Lessee’s expense to consist of, but not be limited to: ceiling panels, HVAC distribution, lighting and floor covering, which build out is subject to Lessor’s approval and placement of a Flight Simulator or any other specialized equipment on or in the leased premises be subject to the review and approval of Lessor or its experts;

WHEREAS, the proposed lease will be for a primary term of two years (2) years, with a base annual rental of \$13,202.00 for Office 148/149 and \$7,920.00 for Office 244, payable in equal monthly installments of \$1,760.00 with two (2) two-year options to renew, subject to a CPI adjustment of the annual rental rate during the option term; said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor’s insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$304.00 per month for Office 148/149 and \$296.00 per month for Office 244, resulting in a total monthly rental of \$2,360.00 during the first year of the lease, and which additional rent pro-rata share of said insurance and utility charges will be recalculated each year on the lease anniversary date; and,

WHEREAS, the Management Authority, after considering the terms of the proposed lease, recommendations of the staff and Real Estate Consultant of the Management Authority, and an amendment of this Resolution duly adopted, resolved that it is in the best interest of the Airport and the Orleans Levee District to approve the proposed lease with Gulf Coast Aviation, L.L.C., under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves a lease effective November 1, 2013 of Offices 148/149 and 244 in the Terminal at the New Orleans Lakefront Airport with Gulf Coast Aviation, L.L.C. for a primary term of two (2) years, with a base annual rental of \$21,122.00 payable in equal monthly installments of \$1,760.00 with two (2) two-year options to renew, subject to a CPI adjustment of the annual rental rate during the option term; said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor’s insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$600.00 per month, resulting in a total monthly rental of \$2,360.00 during the first year of the lease, and which additional rent pro-rata share of said insurance and utility charges will be recalculated each year on the lease anniversary date.

BE IT HEREBY FURTHER RESOLVED, that this Resolution shall be rescinded and of no further effect unless a written lease under the terms and conditions set forth above is signed by the parties on or before October 1, 2013.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign a written lease with Gulf Coast Aviation, L.L.C., which said lease shall include the terms and conditions set forth above, and any other documents necessary to carry out the above.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 04-091913 - Approve Lease (Office 230, Airport Terminal Building) with Robichaux Law Firm, L.L.C.

Mr. Capo advised the Board that the Lease is effective November 1, 2013 for a primary term of three years. Base rental is \$7,324 annually with monthly installments of \$612 and two 3-year options to renew. The Lease provides that Lessee is responsible to pay a pro rata share of Lessor's insurance premium, electricity and gas charges which is \$275 per month resulting in a total monthly rental of \$887 the first year. The pro rata share of insurance and utility charges will be recalculated each year on the Lease anniversary date.

Mr. Pappalardo advised that Office 230 has no demising wall. The wall will be part of the tenant's build out. Mr. Robichaux and Mr. Davis have prepared a layout of the office, conference room, secretarial and reception area. The square footage price for Office 230 on the second floor of the Terminal Building is \$17.40.

Mr. Robichaux requested approval to rent space 230 and noted that the secretarial area may be slightly small and additional space may be needed. The Terminal Building is a beautiful building and I am excited to be one of the first tenants.

Commissioner Heaton offered a motion to approve the lease of Office 230 with Robichaux Law Firm, seconded by Commissioner Scott and unanimously adopted to wit:

MOTION: 04-091913
RESOLUTION: 04-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER HOFFMAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, the New Orleans Lakefront Airport Terminal (the "Terminal") was severely damaged by Hurricane Katrina in August of 2005 and the Management Authority recently completed extensive repair and renovations of the Terminal;

WHEREAS, Robichaux Law Firm, L.L.C., proposed to lease Office 230, containing 612 square feet, in the Terminal, under the terms and conditions set forth below;

WHEREAS, the Lessee acknowledges and agrees that office 230 will require additional build out at Lessee's expense to consist of, but not be limited to, ceiling panels, HVAC distribution, lighting and floor covering, which build out is subject to Lessor's approval;

WHEREAS, the proposed lease will be for a primary term of three (3) years, with a base annual rental of \$7,344.00, payable in equal monthly installments of \$612.00, with two three (3) year options to renew, subject to a CPI adjustment of the base annual rental rate during the option term; said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor's insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$275.00 per month, resulting in a total monthly rental of \$887.00 during the first year of the lease, and which additional rent pro-rata share of said insurance and utility charges will be recalculated each year on the lease anniversary date; and,

WHEREAS, the Management Authority after considering the terms of the proposed lease and recommendations of the staff and Real Estate Consultant of the Management Authority resolved that it is in the best interest of the Airport and the Orleans Levee District to approve the proposed lease with Robichaux Law Firm, L.L.C., under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves a lease effective November 1, 2013 of Office 230 in the Terminal at the New Orleans Lakefront Airport with Robichaux Law Firm, L.L.C., for a primary term of three (3) years, with a base rental rate of \$7,344.00 per annum, payable in equal monthly installments of \$612.00, with two three (3) year options to renew, subject to a CPI adjustment of the annual rental rate

during the option terms; and, said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor's insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$275.00 per month, resulting in a total monthly rental of \$887.00 during the first year of the lease, and which additional rent pro-rata share of insurance and utility charges will be recalculated each year on the lease anniversary date.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign a written lease with Robichaux Law Firm, L.L.C., which said lease shall include the terms and conditions set forth above, and any other documents necessary to carry out the above.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 05-091913 - Approve Lease (Offices 105 and 106, Airport Terminal Building) with Lambert C. Boissiere, Jr. – in his capacity as Constable of First City Court, Parish of Orleans, State of Louisiana

Mr. Capo advised the Board that the Lease is effective November 1, 2013 and has a primary term of five years with annual rent of \$9,945 payable in monthly installments of \$828.75. The Lease has one 5-year option to renew and provides that the Lessee is responsible to pay a pro rata share of Lessor's insurance premiums, electricity and gas charges which are \$229.25 per month resulting in monthly rental payments of \$1,058 for the first year. The pro rata share of insurance and utility charges will be recalculated each year on the Lease anniversary date. Mr. Pappalardo noted that the Offices 105 and 106 total 510 square feet with a rental rate of \$24.90.

Commissioner Heaton noted for the record that this Lease is slightly different because the Lessee is an elected public official. The nature of occupancy is a public office and the Lease is subject to a 30-day cancellation clause because the Constable is a public official. The Authority is pursuing funding to rebuild the Elysian Fields site Levee District Police Station. If funding is found, the Constable may be required to cancel this Lease so a cancellation clause was included.

Commissioner Heaton offered a motion to approve the Lease with Lambert C. Boissiere, Jr. in his capacity as Constable of First City Court for the Parish of Orleans, State of Louisiana and seconded by Commissioner Scott.

Commissioner Hoffman noted that a 30-day cancellation clause is a short period of time. If the Constable is required to vacate, a 90-day notice would give the Authority time to find another tenant and ensure a smooth transition. Commissioner Heaton advised that she would support the amendment to include a 90-day cancellation clause. Constable Boissiere noted that the 90-day cancellation would give both parties time in the event the Constable's Office should move to the facility on Lakeshore Drive.

Commissioner Hoffman offered a motion to amend the Resolution to a 90-day cancellation clause, seconded by Commissioner Heaton and the Resolution as amended was unanimously adopted to wit:

MOTION: 05-091913
RESOLUTION: 05-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER SCOTT

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, the New Orleans Lakefront Airport Terminal (the "Terminal") was severely damaged by Hurricane Katrina in August of 2005 and the Management Authority recently completed extensive repair and renovations of the Terminal;

WHEREAS, Lambert C. Boissiere, Jr., in his official capacity as Constable of First City Court for the Parish of Orleans, State of Louisiana, proposed to lease Offices 105/106 containing 510 square feet in the Terminal, as additional offices for the Constable of First City Court, under the terms and conditions set forth below;

WHEREAS, the proposed lease will be for a primary term of five (5) years, with a base annual rental of \$9,945.00, payable in equal monthly installments of \$828.75, with one five (5) year option to renew, subject to a CPI adjustment of the annual rental rate during the option term; said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor's insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$229.25 per month, resulting in a total monthly rental of \$1,058.00 during the first year of the lease, and which additional rent pro-rata share of said insurance and utility charges will be recalculated each year on the lease anniversary date;

WHEREAS, because the Lessee is an elected public official and the nature of the occupancy is a public office, the lease is subject to a 90-day cancellation clause; and,

WHEREAS, the Management Authority, after considering the terms of the proposed lease, recommendations of the staff and Real Estate Consultant of the Management Authority, and an amendment of this Resolution duly adopted, resolved that it is in the best interest of the Airport and the Orleans Levee District to approve the proposed lease with Lambert C. Boissiere, Jr., in his official capacity as Constable of First City Court for the Parish of Orleans, State of Louisiana, under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves a lease effective November 1, 2013 of Office 105/106 in the Terminal at the New Orleans Lakefront Airport with Lambert C. Boissiere, Jr., in his official capacity as Constable of First City Court for the Parish of Orleans, State of Louisiana, for a primary term of five (5) years, with a base annual rental of \$9,945.00, payable in equal monthly installments of \$828.75, with one five (5) year option to renew, subject to a CPI adjustment of the annual rental rate during the option term; and, said lease will also provide that the lessee will be responsible to pay an additional rent consisting of a pro-rata share of lessor's insurance premiums, electricity and gas charges at the Terminal, which as of the commencement date of the lease will be \$229.25 per month, resulting in a total monthly rental of \$1,058.00 during the first year of the lease, and which additional rent pro-rata share of insurance and utility charges will be recalculated each year on the lease anniversary date.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign a written lease with Lambert C. Boissiere, Jr., in his official capacity as Constable of First City Court for the Parish of Orleans, State of Louisiana, which said lease shall include the terms and conditions set forth above, and any other documents necessary to carry out the above.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 06-091913 - Approve the U.S. Department of Transportation, FAA Grant Offer ("Wildlife Hazard Assessment" - New Orleans Lakefront Airport) in the amount of \$82,441.29

Mr. Capo advised that the Management Authority and the Orleans Levee District as public sponsors of the Airport accept the grant offer for AIP Project Number 3-22-0038-026-2013 and ratifies and adopts all assurances, statements, representations, warranties, covenants and agreements in the project application and incorporated in the grant offer and agrees to comply with all terms and conditions of the grant offer and project application. The Management Authority ratifies execution of all documents signed prior to the date of this Resolution accepting the grant offer on behalf of the Management Authority and the Orleans Levee District.

Mr. Pruitt advised that the grant is a 90/10% grant and this is the Federal Government's 90%. The State will reimburse the 10% grant. This was part of the Master Service Agreement with URS. URS has completed the work and it is in compliance with the Federal Government regulations on both grants.

Commissioner Heaton offered a motion to approve the U.S. Department of Transportation, Federal Aviation Administration Grant Offer for the project identified as “Wildlife Hazard Assessment” Project at New Orleans Lakefront Airport in the amount of \$82,441.29, seconded by Commissioner Scott and unanimously adopted to wit:

MOTION: 06-091913
RESOLUTION: 06-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER SCOTT

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (“Airport”);

WHEREAS, the Management Authority and the Orleans Levee District are the Public Sponsors of the Airport for Louisiana Department of Transportation and Development, Aviation Division (LADOTD) and U.S. Department of Transportation, Federal Aviation Administration (FAA) grant funding;

WHEREAS, the LADOTD and the FAA provide grant funding, either jointly or separately, for the purpose of effecting capital improvements to airports, and these grants are awarded in response to formal applications submitted by the public sponsors of airports;

WHEREAS, the Management Authority and the District submitted a Project Application, dated September 3, 2013, to the FAA, for a grant of Federal funds for a project at the Airport identified as “Wildlife Hazard Assessment” (the “Project”);

WHEREAS, the FAA will provide up to 90% of the necessary funding and the LADOTD will provide up to 10% of the necessary funding for this Project;

WHEREAS, the FAA has approved this Project for the Airport and on September 10, 2013 issued a Grant Offer for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-026-2013, DUNS No. 065505927, a copy of which is attached hereto, (the “Grant Offer” and “Grant Agreement”);

WHEREAS, for the Grant to be valid and in order to properly enter into this Grant Agreement with the FAA, the Management Authority, by no later than September 18, 2013, must accept the Grant Offer, and provide the Certificate of the Sponsor’s Attorney required to be signed under the conditions of the Grant Offer;

WHEREAS, the Chairman of the Management Authority and Executive Director of the Management Authority signed and accepted the Grant Offer on behalf of the Management Authority and Orleans Levee District, as co-sponsors of the Airport, on September 17, 2013; and,

WHEREAS, after adoption of an amendment of this resolution, the Management Authority resolved that it is in the best interest of the Airport to ratify the acceptance of the Grant Offer for this Project at the Airport in accordance with all of the terms and conditions in the Grant Offer.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority, on its behalf and on behalf of the Orleans Levee District, as the Public Sponsors of the Airport, ratifies the acceptance of the Grant Offer for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-026-2013, DUNS No. 065505927, and ratifies and adopts all assurances, statements, representations, warranties, covenants, and agreements in the Project Application and incorporated in the Grant Offer and agrees to comply with all terms and conditions in the Grant Offer and Project Application, a copy of which is attached hereto.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to accept and sign the Grant Agreement for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-026-2013, DUNS No. 065505927, and any other documents necessary to carry out the above.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority hereby ratifies the execution of any and all documents signed prior to the date of this Resolution by the Management Authority Chairman and Executive Director accepting the Grant Offer on behalf of the Management Authority and Orleans Levee District.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority’s Legal Counsel be and is hereby authorized to sign the Certificate of Sponsor’s Attorney required to be signed under the terms and conditions of the Grant Offer.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE,
STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 07-091913 - Accept the U.S. Department of Transportation, FAA Grant Offer (“Phase I – Design for: Rehabilitate Taxiway and Rehabilitate Apron” - New Orleans Lakefront Airport) in the amount of \$99,312.00.

Mr. Capo advised the Board that the Management Authority and Orleans Levee District as public sponsors of the Airport accept the grant offer for AIP Project No. 3-22-0038-025-2013 and ratifies and adopts all assurances, statements, representations, warranties, covenants and agreements in the project application and incorporated in the grant offer and agrees to comply with all terms and conditions of the grant offer and project application. The Authority ratifies execution of all documents signed prior to the date of this Resolution by accepting the grant offer on behalf of the Management Authority and Orleans Levee District.

Mr. Pruitt advised that this is another 90/10% grant for the design phase for this project which will be in line and ready to go to construction with this project next grant season.

Commissioner Heaton offered a motion to accept and approve the U.S. Department of Transportation, Federal Aviation Administration Grant Offer for the project identified as “Phase I – Design for: Rehabilitate Taxiway and Rehabilitate Apron” Project at New Orleans Lakefront Airport in the amount of \$99,312.00, seconded by Commissioner Saizan and unanimously adopted to wit:

MOTION: 07-091913
RESOLUTION: 07-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER SAIZAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (“Airport”);

WHEREAS, the Management Authority and the Orleans Levee District are the Public Sponsors of the Airport for Louisiana Department of Transportation and Development, Aviation Division (LADOTD) and U.S. Department of Transportation, Federal Aviation Administration (FAA) grant funding;

WHEREAS, the LADOTD and the FAA provide grant funding, either jointly or separately, for the purpose of effecting capital improvements to airports, and these grants are awarded in response to formal applications submitted by the public sponsors of airports;

WHEREAS, the Management Authority and the District submitted a Project Application, dated September 16, 2013, to the FAA, for a grant of Federal funds for a project at the Airport identified as “Phase I – Design for: Rehabilitate Taxiway and Rehabilitate Apron” (the “Project”);

WHEREAS, the FAA will provide up to 90% of the necessary funding and the LADOTD will provide up to 10% of the necessary funding for this Project;

WHEREAS, the FAA has approved this Project for the Airport and on September 17, 2013 issued a Grant Offer for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-025-2013, DUNS No. 065505927, a copy of which is attached hereto, (the “Grant Offer” and “Grant Agreement”);

WHEREAS, for the Grant to be valid and in order to properly enter into this Grant Agreement with the FAA, the Management Authority, by no later than September 18, 2013, must accept the Grant Offer, and provide the Certificate of the Sponsor’s Attorney required to be signed under the conditions of the Grant Offer;

WHEREAS, the Chairman of the Management Authority and Executive Director of the Management Authority signed and accepted the Grant Offer on behalf of the Management Authority and Orleans Levee District, as co-sponsors of the Airport, on September 18, 2013; and,

WHEREAS, after adoption of an amendment of this resolution, the Management Authority has resolved that it is in the best interest of the Airport to ratify the acceptance of the Grant Offer for this Project at the Airport in accordance with all of the terms and conditions in the Grant Offer.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority, on its behalf and on behalf of the Orleans Levee District, as the Public Sponsors of the Airport, ratifies the acceptance of the Grant Offer for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-025-2013, DUNS No. 065505927, and ratifies and adopts all assurances, statements, representations, warranties, covenants, and agreements in the Project Application and incorporated in the Grant Offer and agrees to comply with all terms and conditions in the Grant Offer and Project Application, a copy of which is attached hereto.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to accept and sign the Grant Agreement for the Project identified as Airport Improvement Program (AIP) Project No. 3-22-0038-025-2013, DUNS No. 065505927, and any other documents necessary to carry out the above.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority hereby ratifies the execution of any and all documents signed prior to the date of this Resolution by the Management Authority Chairman and Executive Director accepting the Grant Offer on behalf of the Management Authority and Orleans Levee District.

BE IT FURTHER HEREBY RESOLVED, that the Management Authority's Legal Counsel be and is hereby authorized to sign the Certificate of Sponsor's Attorney required to be signed under the terms and conditions of the Grant Offer.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 08-091913 - Approve grant funding from the LA-DOTD, Aviation Division, for "Additional Roadwork at the New Orleans Lakefront Airport"

Mr. Capo advised the Board that the Management Authority and Orleans Levee District, as the public sponsors of the Airport, request funding from La. DOTD in the amount of \$15,000 for the Project identified as Additional Roadwork at the New Orleans Lakefront Airport.

Commissioner Heaton offered a motion to approve this motion for grant funding from the LA-DOTD, Aviation Division, for the project identified as "Additional Roadwork at the New Orleans Lakefront Airport, seconded by Commissioner Saizan and unanimously adopted to wit:

MOTION: 08-091913
RESOLUTION: 08-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER SAIZAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, the Management Authority and the Orleans Levee District are the Public Sponsors of the Airport for the Louisiana Department of Transportation and Development, Aviation Division ("LADOTD");

WHEREAS, the LADOTD provides grant funding for the purpose of effecting capital improvements to airports, and these grants are awarded in response to formal requests submitted by the public sponsors of airports;

WHEREAS, the Management Authority Chairman submitted a request, dated September 11, 2013, to the LADOTD for a grant of funds for the project at the Airport identified as "Additional Roadwork at New Orleans Lakefront Airport (the "Project");

WHEREAS, the LADOTD will provide \$15,000.00 for the Project and the Management Authority will provide \$20,000.00 for the Project; and,

WHEREAS, the Management Authority has resolved that it is in the best interest of the Airport to request LADOTD funding for this Project.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority, on its behalf and on behalf of the Orleans Levee District, as the Public Sponsors of the Airport, requests funding from the LADOTD in the amount of \$15,000.00 for the Project identified as "Additional Roadwork at the New Orleans Lakefront Airport."

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

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 09-091913 - Request FEMA Project Worksheet for the Walter Wedell Hangar at the New Orleans Lakefront Airport be written as an Alternate Project and that the funding for this Project be used on projects located outside of the boundaries of the Airport and for other purposes authorized under FEMA Rules and Regulations

Mr. Capo advised the Board that this requests that the Walter Wedell FEMA Worksheet be written as an alternate project and funding be used on projects outside the boundaries of the Airport.

Commissioner Heaton offered a motion for the Walter Wedell FEMA Project Worksheet to be written as an Alternate Project and funding used on projects outside of the boundaries of the Airport, seconded by Commissioner Saizan.

Commissioner Heaton noted that the Board has made a great commitment to the Airport and staff needs a decision as soon as possible, but the issue is timing. With the challenges this Authority has there are other properties that desperately need attention. The timing raises concerns because the Hangar value as an alternative project is 75%. The Authority will receive 75% of \$4.2 million. The James Wedell Hangar is valued at \$7.8 million. This Resolution may be premature as there is no definite number on the Walter Wedell Hangar's value.

Steve Nelson, Stuart Consulting Group, discouraged the Board from moving hastily leaving millions on the table and recommended the Authority pursue as much funding as possible. The first step is to request from FEMA the full funding available.

Commissioner Hoffman noted that this will not take money from the Airport to use on other projects. This takes money the Authority contributed to Airport projects and pays the Authority back. The Authority can then use the money for other projects according to FEMA guidelines. This is reimbursement to the Authority for money loaned to the Airport. Commissioner Heaton noted that the Authority has invested approximately \$11.9 million in the Airport.

Mr. Pruitt advised if the hangar is not rebuilt there will be three less hangars than prior to Hurricane Katrina. One hangar was small and in the runway safety zone and could not be rebuilt. Another hangar was large and located on the west side of the field. The hangar was under control of Millionaire and there was not enough insurance money to rebuild. The lease states when a certain amount of fuel is sold, the hangar is to be rebuilt. The Walter Wedell Hangar would be lost from FEMA funds. As during the Super Bowl the Airport lacks apron space. If the hangar is not rebuilt it will provide additional apron space for special events. The area would also provide developable property for a tenant to build a hangar at their expense. If the hangar is rebuilt it has to be built according to FEMA specs and the Authority could end up with something that no tenant wants.

Mr. Nelson noted that this Agenda item was to bring attention to the Board the weight of this matter and whether another facility will be built or if funding will be utilized on other projects. There has not been deadline that FEMA has denied an alternate project on, but the Authority is encouraged to make a decision as quickly as possible and

determine where funding will be expended. I would like to provide the Board with an estimate of how much funding is expected. Currently, funding is between \$2.5 to \$3 million. Because of Sandy legislation if the money is put into permanent improvements the Authority will get dollar for dollar and will not take a 25% hit. The Authority has also paid NFIP penalties over the past eight years which can be reimbursed at a 25% hit. RCL is preparing an estimate to maximize the payout.

Commissioner Dufrechou offered a motion to defer the issue, seconded by Commissioner Heaton and unanimously adopted.

MOTION: 09-091913 - DEFERRED
RESOLUTION: 09-091913 - DEFERRED
BY: COMMISSIONER HEATON
SECONDED:

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, the Walter Wedell Hangar at the Airport was severely damaged by Hurricane Katrina in August of 2005;

WHEREAS, the Management Authority with Public Assistance funding provided by FEMA has rebuilt and repaired most of the hangars owned by the District at the Airport;

WHEREAS, FEMA has written a total of 163 Project Worksheets (PWs) for public assistance funding for property owned by the District and damaged by Hurricane Katrina (FEMA Disaster DR-1603) and of the 163 PWs that were written, fourteen (14) were written as Alternate Projects;

WHEREAS, of the fourteen Alternate Projects that were written, two were written for damages to properties that were outside of the boundaries of the Airport, PW-17806 – U.S. Naval Reserve Facility and PW-10463 – South Shore Harbor Peninsula, and these two Alternate Projects were written for a total value of \$8,759,304.74;

WHEREAS, of the \$8,759,304.75 value of these two Alternate Projects, \$8,013,229.05 was used to fund in part nine projects at the Airport;

WHEREAS, a PW has been written by FEMA for public assistance funding for rebuilding the Walter Wedell Hangar at the Airport in the amount of \$3,369,344.00;

WHEREAS, the Acting Director of Aviation has advised the management Authority that in view of the number of hangars repaired and rebuilt at the Airport that there is no need to rebuild the Walter Wedell Hangar;

WHEREAS, the staff of the Management Authority has recommended that the PW for the Walter Wedell Hangar be written as an Alternate Project and the public assistance funding for this Alternate Project be used on projects located on property owned by the District outside of the boundaries of the Airport and for other purposes authorized under FEMA Rules and Regulations; and,

WHEREAS, the Management Authority considers it to be in the best interest of the Airport and the Orleans Levee District that the PW for the Walter Wedell Hangar be written as an Alternate Project and the public assistance funding for this Alternate Project be used on projects located on property owned by the District outside of the boundaries of the Airport and for other purposes authorized under FEMA Rules and Regulations.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority requests that the FEMA Project Worksheet for the Walter Wedell Hangar at the New Orleans Lakefront Airport be written as an Alternate Project and the public assistance funding for this Alternate Project be used on projects located on property owned by the District outside of the boundaries of the Airport and for other purposes authorized under FEMA Rules and Regulations.

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:
RESOLUTION ADOPTED: DEFERRED

Motion 10-091913 - Approve Professional Services Contract with RCL Architecture, L.L.C. for architectural and engineering services for the leasing and marketing of the office space in the Airport Terminal Building

Mr. Capo advised that RCL's Professional Services Contract amount is not to exceed \$20,000 for a fixed term of one year.

Mr. Davis advised that on several occasions RCL has been asked to do test fits, review structural issues, prepare standards for finishes, lighting and ceilings all of which have been completed without a contract. This contract authorizes work through the lease process with Al Pappalardo and the Executive Director and to review build-out work performed by a different architect because there is no building authority that oversees the Terminal Building.

Mr. Davis informed that RCL prepared plans for the Authority to show the building to prospective tenants. In addition smaller versions were prepared upon request with different square footages depicting how areas may be partitioned to assist Mr. Pappalardo with potential tenants. This is work prepared for the Authority because the tenant is not committed at that point. This work is not currently under contract and an hourly charge is proposed. If the tenant takes the space and requests my services, the tenant pays those costs along with the build out costs. Presently, there are no standards established for the build-out of the Terminal Building office spaces. There are not standards set in place for carpet weight, hardware, types of doors, finishes, lighting or how much energy use is allowed per square foot. Establishing those standards would be part of this contract. The contract will also protect the Authority's interest. This contract is completely separate from the RCL contract. Mr. Metzger informed that when Mr. Davis is tasked to do something this contract will be billed on an hourly rate. Staff and Mr. Pappalardo are recommending this contract.

Commissioner Heaton offered a motion to approve the Professional Services Contract with RCL Architecture, L.L.C. for architectural and engineering services for the leasing and marketing of the office space in the Airport Terminal Building, seconded by Commissioner Scott and unanimously adopted to wit:

MOTION: 10-091913
RESOLUTION: 10-091913
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER SCOTT

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, ("Airport");

WHEREAS, the New Orleans Lakefront Airport Terminal (the "Terminal") was severely damaged by Hurricane Katrina in August of 2005 and the Management Authority recently completed extensive repairs and renovations of the Terminal;

WHEREAS, the Management Authority staff and Real Estate Consultant have recommended that the Management Authority contract with a professional to provide architectural and engineering services for the leasing and marketing of the Terminal Building;

WHEREAS, RCL Architecture, L.L.C. provided the professional services and acted as the Architect and Engineer of Record for the repairs to and renovation of the Terminal Building;

WHEREAS, RCL Architecture, L.L.C presented the Management Authority with a proposal, a copy of which is attached hereto, to provide architectural and engineering services for the leasing and marketing of the Terminal Building at the New Orleans Lakefront Airport; and,

WHEREAS, the Management Authority considers it to be in the best interest of the Airport and the Orleans Levee District to approve a professional service contract with RCL Architecture, L.L.C. to provide architectural and engineering services for the leasing and marketing of the Terminal Building at the New Orleans Lakefront Airport on

the terms and conditions set forth in the attached proposal, with fees for professional services not to exceed \$20,000.00, and for a fixed term of one year.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves a professional service contract with RCL Architecture, L.L.C. for architectural and engineering services for the leasing and marketing of the Terminal Building at the New Orleans Lakefront Airport on the terms and conditions as set forth in the attached proposal, with fees for professional services not to exceed \$20,000.00, and for a fixed term of one year.

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

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 11-091913 - Approve Amendment of the Professional Services Contract with Richard C. Lambert Consultants, L.L.C. to change the consultants' compensation from FEMA Cost Curve "B" to Cost Curve "A" conditioned upon approval by FEMA

Mr. Capo informed the Board that FEMA approval is required for this amendment. Commissioner Heaton advised that RCL was hired by the original Levee District through a procurement process after Hurricane Katrina. RCL increased FEMA funding to the Authority from \$6 million to \$52 million. At that time all projects were in globo under a less complex repair with the Terminal itself being an administrative building. The Terminal Building was a more complex restoration project that should have been under Curve A. The work completed fit FEMA guidelines to be Curve A, but all billing was under Curve B which is a difference of approximately \$100,000. RCL would like to approach FEMA with the support of this Authority and request the Cost Curve be remedied. The Resolution should be strong enough to show the Authority agrees this should be Curve A, but is not responsible for the \$100,000 if FEMA does not approve the change. The architect did a great job and got the project worksheets greatly increased, but were paid under a curve that did not apply to the project.

Mr. Davis pointed out that 80% of the projects on the original contract were on the airfield and were Curve B such as the hangars. The FEMA 322 Public Assistance Guide clearly states office buildings qualify for Curve A. The Terminal Building was an office building prior to Katrina and is an office building after renovation and clearly applies to Curve A. Throughout the City of New Orleans and Recovery School District FEMA applied the Facility Planning and Curve Fees and appropriately reimbursed for those. FEMA Curve A would provide RCL an additional \$99,000 and the FP&C Curve would have provided an additional \$160,000 - \$200,000. RCL never had somebody to support this issue. RCL was advised FEMA denied the Curve change, but the Authority never formally requested that FEMA state why Curve A was denied. RCL has not had the opportunity to meet face-to-face with FEMA. RCL is requesting the Authority's support on this issue.

Chairman Hassinger requested the Airport Committee assist Mr. Davis in creating acceptable language and Finance Committee check that the language is budget neutral. The issue will be addressed at the October Board meeting. Mr. Davis suggested that the Authority prepare a formal letter to FEMA requesting Cost Curve A. Commissioner Heaton suggested actual FEMA language on Curve A be tracked and incorporated into the letter and Resolution which will be reviewed by Airport and Finance Committees.

Commissioner Heaton offered a motion to defer Motion 11-091913 until the October 17, 2013 Board meeting, seconded by Commissioner Baudy and unanimously adopted to wit:

MOTION: 11-091913 - DEFERRED
RESOLUTION: 11-091913 - DEFERRED
BY: COMMISSIONER HEATON
SECONDED: COMMISSIONER BAUDY

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 New Orleans Lakefront Airport, which is a non-flood protection asset owned by the Orleans Levee District, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (“Airport”);

WHEREAS, the New Orleans Lakefront Airport Terminal (the “Terminal”) was severely damaged by Hurricane Katrina in August of 2005 and the Management Authority recently completed extensive repairs and renovations of the Terminal;

WHEREAS, the former Board of Commissioners of the Orleans Levee District and Richard C. Lambert Consultants, L.L.C. (“Consultant”) entered into an agreement on the 26th day of May, 2006 (the “Agreement”) for Consultant to provide professional services at the Airport, including and in connection with repairing the damages to the Terminal, which was at that time referred to as the Orleans Lakefront Administration Building;

WHEREAS, the Agreement based Consultant’s compensation on FEMA Cost Curve “B”;

WHEREAS, the District subsequently decided to change the Terminal Building Project to an improved project so that the Terminal would be restored and renovated to its original, Art Deco architecture;

WHEREAS, through the efforts of Consultant this complicated renovation project has been completed and the Terminal has been restored and is a masterpiece of Art Deco architecture;

WHEREAS, Consultant has informed the Management Authority that according to the Public Assistance Guide FEMA-322/October, 1999, page 76, Cost Curve “A” applies to projects of above average complexity and non-standard design and examples of said projects include hospitals, schools and office buildings;

WHEREAS, FEMA has informed Consultant that it will not amend Consultant’s compensation basis to Cost Curve “A” because the Terminal Building Project is an improved and capped project and since the Agreement references Cost Curve “B”; and,

WHEREAS, the Management Authority after considering the request by its Consultant to change the basis of compensation under the Agreement supports and agrees with its Consultant that Cost Curve “A” applies to the Terminal Project since the Terminal Project was of above average complexity and non-standard design, and, accordingly, requests that FEMA approve an amendment to the Agreement with the Consultant to change the basis of the Consultant’s compensation from the FEMA Cost Curve “B” to the Cost Curve “A.”

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority requests that FEMA approve an amendment to the Agreement with Richard C. Lambert Consultants, L.L.C. to change the basis of compensation from the FEMA Cost Curve “B” to Cost Curve “A” for the professional services rendered for the restoration and renovation of the historic Terminal Building at the New Orleans Lakefront Airport.

BE IT HEREBY FURTHER RESOLVED, that the Management authority approves an amendment with Richard C. Lambert Consultants, L.L.C. to change the basis of compensation from the FEMA Cost Curve “B” to Cost Curve “A” for the professional services rendered for the restoration and renovation of the Terminal Building at the Airport conditioned upon and subject to the approval by FEMA of a change in the basis of compensation from the FEMA Cost Curve “B” to Cost Curve “A.”

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to execute an amendment to the Consultant’s contract to change the compensation basis to Cost Curve “A” subject to and only upon the approval of FEMA and sign any and all other documents necessary to carry out the above.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION ADOPTED: **RESOLUTION DEFERRED**

Motion 12-091913 - Approve a change order request by Boh Brothers Construction Co., L.L.C. in the amount of \$300,000 to cover increased material costs for the utility crossings project on Lakeshore Drive conditioned upon funding by the USACE

Mr. Capo advised that this authorizes a Change Order not to exceed \$300,000 for the cost of increased materials for completion of the utility crossings subject to funding by the U.S. Army Corps of Engineers. The Cost Reimbursement Agreement (CRA) with the Corps is in the amount of \$1.8 million including engineering fees. The funds

requested will be over the \$1.8 million in the CRA so a Resolution is required. In conversations with Mr. Baudier and Mr. Holtgreve, Brad Duront, Project Manager for the Corps, has assured that these additional costs are in the budget and have been approved. There is no written confirmation.

Walter Baudier, DEI, reported that the Authority did not have funds to restore water, sewerage and electrical that the Corps removed in the aftermath of Hurricane Katrina. DEI has negotiated the past three years with the Corps about how this should be done. Much of the design pertains to stability of the levee. Plans were submitted and approved by the Corps and entered into a Cooperative Endeavor Agreement (CEA) with this Authority which states the Corps will pay reasonable costs of replacing the utilities along Lakeshore Drive. Reasonable costs are costs associated with the project and the plans submitted. The project must be completed within the Corps' design criteria. This is not a lump sum contract; the contract is based on unit price cost and quantity estimates. This project included a change to the side slope of the levee by the Corps along with additions and subtractions by the engineers. The relocation of the crossings, change in the side slope of the levee and DEI's redesign costs generated a cost increase. Brad Druant has been kept abreast of the changes and appropriated money for the costs which was approved by his superior. At this point the project is funded by the Corps. DEI feels it is necessary to move forward and can possibly obtain written approval from the Corps. The Corps has given verbal approval to Mr. Capo.

Commissioner Hoffman noted that language in the Resolution states approval of the change order is conditioned upon funding by the Corps. Boh Brothers may not accept a Change Order conditioned upon funding by the Corps, but deleting the language puts the Authority at risk for payment. Mr. Baudier stated that there are no public works contracts that provide for conditional payment. The contract is not with the Corps, the contract is with the Authority. One of the issues is when this Resolution was initially passed the Resolution contained the language "some certain number", which means "lump sum". This contract is positively not a lump sum contract.

Chairman Hassinger commented that he is comfortable with the Corps giving verbal agreement that the cost is reasonable and will be paid. The risk this Authority will be responsible for \$300,000 is non-existent because Boh Brothers could sue the Authority for \$300,000, but could not collect. It is my opinion that Boh Brothers would not proceed unless they were confident the Corps would pay for the work. I will abstain from voting on this issue as DEI is a client of the firm.

Mr. Baudier advised that the original contract was unit price and quantity reimbursed by the Corps. The contract with Boh Brothers is a standard form contract used on all construction projects. A Resolution was passed by the Board that included a dollar amount. The Corps contract contains a unit price based on quantity with some items being lump sum and some items linear foot or square yards. The quantities are higher than originally estimated as a result of Entergy changing locations of pieces of equipment on site. The Corps also increased the side slope of the levee which increased the length of the wire and conduit used. Also, one crossing was deleted so the size of the wire increased.

Commissioner Stack advised that the Corps has approval authority on contract funding. The normal process is to contact the Corps for approval of the Change Order and obtain authorization for Boh Brothers to proceed with the project. Mr. Baudier advised that those steps were taken. Mr. Druant informed DEI that the Corps will pay reasonable costs for building the utilities the way they were originally designed. The Corps has approved the contract and the design. DEI has verbal approval from the Corps, but nothing in writing. DEI is requesting the issuance of a Change Order because there is a change in the quantities originally estimated. Commissioner Stack noted that a Change Order was the cleanest route. The required documents could be submitted to the Corps and the Corps will approve the Change Order. A verbal approval was obtained to move forward to a formal approval process. Somebody is required to sign and agree that they will be responsible for the costs.

Mr. Metzger advised that on November 5, 2012 this Board adopted a Resolution awarding Boh Brothers a contract in the amount of \$1,459,481 which may have included unit price escalations that the Corps would increase, but Boh Brothers is requesting a Change Order. If the contract did not have a certain sum Boh Brothers would not need a Change Order. Someone will be responsible for the Change Order. Commissioner Stack advised that the stipulation “subject to approval from the Corps” should remain in the Resolution.

Mr. Baudier explained that the dollar amount is how the low bidder is determined. To prepare a bid the unit price and quantity estimate are multiplied. This amount is put in the contract that the contract is awarded for the dollar amount determined by the apparent low bidder. This is not the contract amount, it is the low bidder amount.

Commissioner Stack advised that Boh Brother’s will not proceed until the Change Order is approved. No one will be responsible for the \$300,000 because Boh Brothers will not proceed so the cost will not be incurred. Written authorization should be received from the Corps. The Corps should be advised of the work and provided with a set of plans along with a request that the Corps cover the cost. If the Corps rejects the Change Order, Boh Brothers will not proceed and no cost will be incurred. Chairman Hassinger requested written approval from the Corps advising that the Corps will cover the cost. Commissioner Hoffman advised that he is in favor of the Resolution as it reads.

Commissioner Trask, at the Commercial Real Estate meeting on October 3, 2013, offered a motion to approve a Change Order with DEI for the utility crossing project, seconded by Commissioner Hoffman and abstained by Chairman Hassinger passed to wit:

MOTION: 12-091913
RESOLUTION: 12-091913
BY: COMMISSIONER TRASK
SECONDED BY: COMMISSIONER HOFFMAN

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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, Lakeshore Drive and the adjacent parkways are non-flood protection assets of the District under the management and control of the Management Authority;

WHEREAS, prior to Hurricane Katrina, the utilities (water, sewerage and electrical) ran along the entire length of Lakeshore Drive and were positioned through the center of the hurricane protection levees;

WHEREAS, post Hurricane Katrina, the United States Army Corps of Engineers (“USACE”) did not permit utilities to penetrate the center of the hurricane protection levees, including the levees along Lakeshore Drive, and subsequently, all utility crossings were removed;

WHEREAS, the Non-Flood Protection Asset Management Authority did not have the funding to reestablish the utility crossings;

WHEREAS, the USACE determined that all of the utility crossings were compensable by the USACE, with the exception of the electrical crossing to the Mardi Gras Fountain and Shelter #2;

WHEREAS, the Management Authority advertised and issued a Request For Bids to reestablish the utility crossings on Lakeshore Drive in accordance with the Louisiana Public Bid Law (the “project”);

WHEREAS, Boh Brothers Construction Co., L.L.C. (the “Contractor”) was the lowest responsible and qualified bidder for the project and on November 5, 2012 the Management Authority entered into a contract with Contractor for the project for the contract sum of \$1,459,481.00;

WHEREAS, the contract provides for unit pricing for materials used on the project and the Contractor and the Management Authority’s Consulting Engineer on the project, Design Engineering, Inc. (“DEI”), has informed the Management Authority that the materials needed on the project exceeds the estimated amount in the contract;

WHEREAS, the Contractor has requested and DEI has recommended a change order in the amount of \$300,000.00 to cover the cost of the increased material needed for completion of the project (the “change order”);

WHEREAS, DEI has advised the Management Authority that the cost of the change order is compensable by the USACE;

WHEREAS, the Recreation/Subdivision Obligation Committee of the Management Authority considered the request for said change order at its meeting held on September 5, 2013 and voted unanimously to recommend approval of the change order to the Management Authority subject to funding for said change order by the USACE; and,

WHEREAS, the Management Authority after considering the request for said change order and the recommendation of the Recreation/Subdivision Obligation Committee resolved that it is in the best interest of the District to approve said change order subject to funding for the cost of the change order by the USACE;

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority approves the issuance of a change order not to exceed \$300,000.00 to Boh Brothers Construction Co., L.L.C. for the cost of increased material needed for completion of the project subject to funding for the cost of the change order by the USACE; and,

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

YEAS: BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN: HASSINGER
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

Motion 13-091913 - Approve Supplemental Agreement with Design Engineering, Inc. for additional construction phase services for the Lakeshore Drive Utility Completion Project conditioned upon funding by the USACE

Mr. Capo advised that this motion authorizes an increase in the contract sum of DEI's Professional Service contract in the amount of \$120,000 for a not to exceed amount of \$377,732 conditioned upon the fee increase being approved and reimbursed by the Corps.

Mr. Baudier noted that DEI is presently under the budget of the Corps. Some of these costs have already been incurred. There are inspectors in the field, construction administration work and additional fees involved with the redesign. DEI has a capped contract directly with the Authority. These costs do not exceed the Corps estimate, but it does exceed the estimate DEI had previously given. Mr. Metzger advised the contract has a cap that will be amended to increase the cap. This request for \$120,000 will bring the contract amount to \$377,000 which exceeds the amount approved in the Authority's contract with DEI. Commissioner Hoffman noted that if the amount is under the Corps estimate the is no problem because this Authority does not need anything from the Corps.

Commissioner Trask, at the Commercial Real Estate meeting on October 3, 2013, offered a motion to approve a Supplemental Agreement with DEI for the utility crossing project, seconded by Commissioner Stack and abstained by Chairman Hassinger passed to wit:

MOTION: 13-091913
RESOLUTION: 13-091913
BY: COMMISSIONER TRASK
SECONDED BY: COMMISSIONER STACK

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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 is the successor of the former Board of Commissioners of the Orleans Levee District and Division of Administration of the State of Louisiana which formerly managed the non-flood protection assets of the District;

WHEREAS, the Management Authority has the management and control of 5.2 miles of Lakeshore Drive;

WHEREAS, the Orleans Levee District sustained catastrophic damage to the majority of its facilities as a result of Hurricane Katrina, including facilities located on Lakeshore Drive;

WHEREAS, in order to move forward with repairs, the District required the services of architects, civil engineers and an electrical engineer to prepare plans and specifications for public bid;

WHEREAS, by written agreement dated on the 6th day of September, 2006, the former Board of Commissioners of the Orleans Levee District entered into an agreement with Design Engineering, Inc. ("DEI") to perform necessary professional services in connection with the Hurricane Katrina Lakeshore Drive Damage Repairs;

WHEREAS, additional construction phase services for the Lakeshore Drive Utility Completion Project are needed since the project completion date has exceeded the original construction completion date of April 7, 2013;

WHEREAS, this project was delayed by changes required to the scope of work and from changes in the power being supplied by Entergy which differed from that agreed to during the design of the project;

WHEREAS, the estimated fee for additional resident project representative Services and construction administrative services ("construction phase services") for this project is \$120,000.00, which would increase the cost for the construction phase services for the project to \$377,732.89;

WHEREAS, the fee for the construction phase services is reimbursable by the US Army Corps of Engineers and the total fees for these services, including the requested increase of \$120,000.00, is less than the budgeted amount approved by the US Army Corps of Engineers for said services;

WHEREAS, the issue of additional funding for the construction phase services for this project was addressed at the September, 2013 meeting of the Recreational Subdivision Obligation Committee, and the Committee recommended approval of an increase of funding for the professional services contract as then estimated by DEI in the amount of \$50,000.00 for the construction phase services for the Lakeshore Drive Utility Completion Project, conditioned upon approval and reimbursement of such fees by the US Army Corps of Engineers; and,

WHEREAS, the Management Authority resolved that it is in the best interest of the Management Authority and Orleans Levee District to approve an increase in the contract sum of the DEI professional services contract, in the amount of \$120,000.00, for a not to exceed amount of \$377,732.89.

THEREFORE BE IT HEREBY RESOLVED, that the Management Authority authorizes an increase in the contract sum of the DEI professional services contract, in the amount of \$120,000.00, for a not to exceed amount of \$377,732.89, conditioned upon said fee increase being approved and reimbursed by the US Army Corps of Engineers;

BE IT FURTHER HEREBY RESOLVED, that the Management Authority authorizes the Chairman or Executive Director to sign any and all documents necessary to carry out the above.

YEAS: BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE, STACK, SAIZAN, GREEN, LUPO

NAYS: NONE

ABSTAIN: HASSINGER

ABSENT: ERNST, TRASK, BRIEN

RESOLUTION ADOPTED: YES

Motion 14-091913 - Approve and authorize legal proceedings regarding the tax assessment on the improvements on Orleans Marina Boathouse Site N-28

Mr. Metzger advised that this issue was vetted before the Legal Committee in December of 2013. Assessor Williams assessed taxes on improvements for the one boathouse in the Marina that the Levee District has historically owned the improvements on. Correspondence directed to Assessor Williams laid out the Authority's position that the boathouse is exempt as it is public property being used for a public purpose under the statute allowing this Board to rent the property and defray the cost of expenses. After a lengthy exchange Assessor Williams advised it was clear the issue of the taxability of public improvements on public land not used for a public purpose is not agreed upon. Assessor Williams is saying that because the Authority is leasing the Boathouse to a private individual it is not for a public purpose. Commissioner Scott advised that the recommendation from the Legal Committee is to pursue the issue. The boathouse went up for tax sale, but was not sold.

Commissioner Scott offered a motion to institute appropriate legal proceedings to challenge the tax assessment on the improvements located on Orleans Marina Boathouse Site N-28, and any other assessment on any other property owned by the Orleans Levee District, seconded by Commissioner Heaton and unanimously adopted to wit:

MOTION: 14-091913
RESOLUTION: 14-091913
BY: COMMISSIONER SCOTT
SECONDED BY: COMMISSIONER HEATON

September 19, 2013

RESOLUTION

WHEREAS, the Non-Flood Protection Asset 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, as owner of the Orleans Marina, 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 (B)(4);

WHEREAS, there are approximately 61 boathouse sites in the Orleans Marina that have been leased since the Marina was renovated in 1971;

WHEREAS, the leases of the boathouse sites in the Marina are ground and water bottom leases and the improvements located on these sites are owned by the tenants, except for the improvements located on Boathouse Site N-28 which have always been owned by the Orleans Levee District;

WHEREAS, commencing in the tax year 2012, the Orleans Parish Assessor assessed ad valorem taxes on the improvements on Orleans Marina Boathouse Site N-28;

WHEREAS, although the improvements on Boathouse Site N-28, together with the land and associated water bottoms, have been leased to private individuals for over 20 years, 2012 was the first year that the improvements on Site N-28 were taxed;

WHEREAS, after receipt of the 2012 ad valorem tax bill, Legal Counsel for the Management Authority requested that the Assessor exempt the improvements located on Site N-28 from taxation, since these improvements are owned by the Orleans Levee District and leased for a public purpose, all as provided under La.Rev.Stat. 38:336(A) and (B)(4);

WHEREAS, the Assessor denied this request on the grounds that the improvements are subject to ad valorem taxes because the improvements are leased to a private individual, and, as such, are not used for a public purpose and hence not exempt from ad valorem taxes under Article VII Section 21(A) of the Louisiana Constitution of 1974, as amended;

WHEREAS, the Legal Committee of the Management Authority requested an opinion from Legal Counsel on the issue of whether the improvements located on immovable property owned by the District, including Orleans Marina Boathouse Site N-28, are exempt from ad valorem taxes under Article VII Section 21(A) of the Louisiana Constitution of 1974, as amended;

WHEREAS, in an opinion dated on December 26, 2012 Legal Counsel opined that all of the buildings and improvements owned by the Orleans Levee District and leased to private individuals and entities are used for a public purpose pursuant to La.Rev.Stat. 38:336(A)&(B), and, as such, entitled to tax exempt status under Article VII, Section 21(A) of the Louisiana Constitution of 1974, as amended;

WHEREAS, in view of the Assessor’s position on this tax assessment, the only means available to challenge this tax assessment on the District’s property is to institute civil proceedings to have the assessment declared illegal and cancelled because the property assessed is constitutionally exempt;

WHEREAS, the Management Authority after considering this matter resolved that it would be in the best interest of the Orleans Levee District to authorize the Management Authority’s Legal Counsel to institute appropriate legal proceedings to challenge the tax assessment on the improvements located on Orleans Marina Boathouse Site N-28 and any other assessment on any other property owned by the Orleans Levee District.

THEREFORE, BE IT HEREBY RESOLVED, that the Management Authority authorizes the Management Authority’s Legal Counsel to institute appropriate legal proceedings to challenge the tax assessment on the improvements located on Orleans Marina Boathouse Site N-28 and any other assessment on any other property owned by the Orleans Levee District.

BE IT HEREBY FURTHER RESOLVED, that the Chairman or Executive Director of the Management Authority be and is hereby authorized to take any action and to sign any and all documents necessary to accomplish the above.

YEAS: HASSINGER, BAUDY, HEATON, DUFRECHOU, SCOTT, HOFFMAN, DeROUEN, CANTRELLE,
STACK, SAIZAN, GREEN, LUPO
NAYS: NONE
ABSTAIN:
ABSENT: ERNST, TRASK, BRIEN
RESOLUTION ADOPTED: YES

NEXT BOARD MEETING

The next full Board meeting of the Non-Flood Protection Asset Management Authority is scheduled for Thursday, October 17, 2013 at 5:30 p.m.

ADJOURNMENT

Commissioner DeRouen offered a motion to adjourn, seconded by Commissioner Hoffman and unanimously adopted.

The meeting adjourned at 7:56 p.m.