

New Orleans Municipal Yacht Harbor Management Corporation

MINUTES OF THE BOARD OF DIRECTORS MEETING

June 11, 2019

6:30 p.m.

Lake Vista Community Center, 6500 Spanish Fort Blvd, New Orleans, Louisiana

The meeting was called to order at 6:35pm and requested a roll call by Ashlyn Graves.

Board of Directors Present:

Ashlyn Graves
Thomas Forbes
Connie Uddo
Howard Rodgers
Alva See
Warner Tureaud

Board of Directors Absent:

David Halpern
Reginald Smith

A quorum was present.

Thomas Forbes made a motion to amend the Agenda to allow Ericksen Krentel to make their presentation regarding MYHMC's 2018 Financial Audit in advance of the Action Item listed on the Agenda. The motion was seconded by Ashlyn Graves, and it was unanimously carried.

The agenda was approved and adopted on a motion by Thomas Forbes, seconded by Ashlyn Graves and the motion was unanimously carried.

Presentation by Ericksen Krentel:

Mr. Tureaud said, "Mr. Josh Faubert who is a manager with Ericksen Krentel will present the 2018 Financial Audit". Mr. Faubert said "I am very happy to be here this evening representing Ericksen Krentel as MYHMC's audit firm. I would like to start off by thanking Mr. Casey and Mr. Bloom for assisting us so much with the Audit. They were definitely extremely helpful in making sure that we got everything done on time for the deadline. So that being said, you should all have two documents in front of you. You have the Annual Financial Report and then the Statewide Agreed-Upon Procedures. I'll keep my overview pretty eye level, but you can always ask me questions and you can stop me at any time. So with the Annual Financial Report, the first few pages are the auditor's report and so that is basically the compliance part where we come in and look at the books, and we give you what is known as an opinion on the second page. So the opinion there is that the financial statements present fairly in all material respects with the financial position of the New Orleans Municipal Yacht Harbor Management Corporation as of December 31, 2018 and 2017. There is some other language there, basically the management's discussion and analysis is not audited. We do not express an opinion on it, but there are certain limited proceedings that would apply to it. Additionally the schedule of compensation, benefits, and other payments to the agency head, which you will find at the back of the report, is fairly stated in all material respects in relation to the financial statements as a whole. The next pages that you will find there are the management's discussion and analysis, so these are meant to supplement the financial report and they'll talk about some of the variances and I'll get into a few of those as we move into the financial statements. So then on page seven, you will find what is known in government terms as the statements of net position or the balance sheet which lists assets, liabilities, and net position. As of December 31, 2018, it shows that MYHMC had \$3.6 million in current assets, \$47,000 in non current assets, \$1 million in current liabilities, and then a total net position of \$2.5 million. The major changes there were due to a grant from the Department of Wildlife & Fisheries. The third party reimbursements receivable that is in that number is the part that they were due to pay to MYHMC. The capital assets that have accumulated in appreciation are due to West End Boat Launch project as well as the payables. Most of the accrued payables there under current liabilities are from that same project. So that is most of the change that you will find on the balance sheet. As we get to the income statement on the next page, this is how the corporation performed over the year. So as you can see, total operating revenues were very much on line with the year before. Some of that comes from the grant revenue that comes from that project and there were some decreases in the lease extension and transfer fees that were received in 2018. Expenses were down mostly due to legal and repair expenses and some security expenses as well. That resulted in a change in net position of \$61,000 also known as net income of \$61,000. The next page is MYHMC's statement of cash flows, so that shows what the cash was used for. This is a direct statement of cash flows and then there is a reconciliation at the bottom of the page. So the direct statement of cash flows shows that \$740,000 was received from tenants and that \$600,000 was paid out either to employees for employment expenses or good and services. There were \$42,000 in capital acquisitions over the year and that was pretty much everything there in the statement of cash flows. The next few pages are also a supplement to those and are meant to be read in

conjunction with those statements that we just went through. These are the notes to the financial statements. The first note talks about the summary of the significant accounting clauses for the policies that go into making the financial statements. Those are on pages 10 through 13. After that we will get into the cash and cash equivalents where it speaks about your compliance with laws related to governmental collateral. All of your cash was held in deposits that were collateralized. With respect to your capital assets, you can see in the breakdown that most of the change during the year comes from that construction progress number which is due to the Boat Launch project. The accumulated depreciation was (\$2,714) so that was the depreciation expense for the year. Moving on you will see last year's amounts for capital assets and then a few other notes related to the pension plan, other post-employment benefits, and then the minimum future rentals, which are the amounts that over the next five years are supposed to be paid to MYHMC under current contracts. Note 8 refers to the revenue bond payable that was defaulted on in 2009 and the forbearance that was granted on that in 2010. It shows the interest and accrued expenses that were incurred during the year which was \$48,300 for the year ending December 31, 2018. Then there is also the operating lease disclosure which discusses the lease from the City of New Orleans which is related in part to payables since City of New Orleans is the owner of the facility, the payables that are going to them are disclosed there. Commitments and Contingencies are stated in note 11 on page 18 that affect the statements moving forward. There is a Cooperative Endeavor Agreement to reimburse the City for non FEMA funded repair costs based on Hurricane Isaac and the other CEA with Department of Wildlife & Fisheries to renovate the Boat Launch. Moving forward we have listed the schedule of compensation and benefits with the agency head. That is a required piece by the Legislative Auditor and it is attached to any governmental financial statements. On the next page we have the auditor's report on internal control. Basically we are required to consider internal control over financial reporting as we perform the audit, and then we are required to report whether there are significant deficiencies or material weaknesses that we noted. We did not note any. You will see that on page 21. We did not identify any deficiencies in internal control. On the next page there is also the schedule of findings and responses along with the schedule of prior year of findings. As you can see in both years, MYHMC had no findings, so that comes out to a clean audit with no material weaknesses or significant deficiencies".

"At this time I will switch to the other report now and review it very quickly. I will tell you a little bit about the Louisiana Agreed-Upon Procedures. These were some procedures that were required to be performed by any entities who received more than \$500,000 of public funds. These procedures are written just one way no matter the size of the entity. On the final page you should see the summary which is called the 'Corrective Action Plan'. I will just go over the three exceptions real fast. There was one exception in the written policies and procedures where there was one section that wasn't quite covered in there. That was the standard terms and conditions related to contracting. Secondly, employee reimbursements didn't include MapQuest or Google Maps trip information stapled to it, which was required in the written policies and procedures. Then the final item was that there was no signature verification that each employee had read the ethics policy. Like I said these are kind of 'one size fits all' procedures. We see exceptions on these all the time. We are required to consider the exceptions when we are deciding on whether things are significant deficiencies, material weaknesses, or management letter

comments. We didn't think any of these rose to that level. Okay, that is it for me. If I talked too fast or too much, are there any questions for me?" Mr. See said, "I have a question for clarification in the first report on page 9. The payments for capital acquisitions at \$42,441, is that for the Boat Launch." Mr. Faubert answered, "Yes, that is correct". Mr. Tureaud said, "With respect to the exceptions on the last page of the second report, should directions be printed out and attached to expense reports for employees"? Mr. Faubert said, "Well that was a part of MYHMC's policies and procedures, and it was not a part of the State-Wide Procedures. That wasn't something that they required in their best practices." Mr. Tureaud said, "But we put it in, so then we are not following it." Mr. Faubert said, "Right. All three of these should be fairly easy for MYHMC to correct. They actually came out with the year three of the three to five procedures just a couple of weeks ago. So we will get in touch with management about that to make sure that everything is working that way and to make sure that you have the proper policies in place for that for the 2019 audit. I know the major change there was that they added something about a disaster recovery policy which you are obviously familiar with working with disasters." Mr. Tureaud said, "Okay, thank you." Mr. Faubert said, "Thank you very much."

Mr. Tureaud said, "Although Ric Smith was not able to attend the meeting this evening, I wanted the Board to know that he had reviewed the audit and that he did not have any issues or comments. This is not an Action Item, and the Board will not be voting on accepting the audit this evening. What we usually do is present the audit to the Board and you have a month to review it, and then we vote on it at the next Board Meeting".

Action Items:

1. Mr. Tureaud said, "The Action Item on the Agenda is a Resolution Authorizing a Slip Lease Agreement for the Municipal Yacht Harbor which will be discussed by Tom Forbes". Mr. Forbes said, "With the new marina came a new lease, and the Board previously approved getting legal assistance to draft a new lease for the new marina. Earlier this year, the Board authorized engaging and entering into a contract with the Steeg Law Firm which is a long time real property landlord/tenant firm. Margaret Glass and Rob Steeg were the prime movers, and they relied on some of the materials that we gave them which included primarily old MYH leases as well as the Orleans Levee District lease. Since those leases had worked in the past, that was sort of a base position".

An audience member asked, "How does the new lease affect the existing tenants that own a boat?" Mr. Forbes said, "It is a new lease with a new lease term, and there is a separate procedure for people who want to be able to move from one slip to another slip". Mr. Tureaud said, "I have been involved in the discussions with Ric Smith, Tom Forbes, and Mr. Casey. Do you have a specific question? Is it a live-a-board question?" The audience member said, "I've been hearing rumors that when a slip

tenant leaves to go on vacation, MYHMC will be allowed to rent the slip for transient use when it is vacant". Mr. Tureaud said, "Yes that is correct". Mr. Casey said, "That was a pre-Katrina item that was in the original slip lease of the Harbor." Mr. Tureaud said, "That's something that almost every marina does. Every lease that I have ever signed contains that provision. I was a tenant in two different locations at the Orleans Marina, and their lease states that provision. As Mr. Casey said, this item was included in the original MYH lease so this is not a new policy. Every marina that I am aware of does the same thing. It is how a facility has the ability to make additional money, and to provide additional transient slips while allowing for some outages. Otherwise, the Harbor would have to have a lot more additional designated transient slips and that would limit the number of slips that would be available for permanent tenants. Keep in mind that there is a possibility that the Harbor may not have a need to rent a tenant's slip to a transient. It is important to note that this is nothing new, and that MYHMC has the legal right to rent tenant's vacant slips to transient vessels. Alright Tom, go ahead." Mr. Forbes said, "As I said earlier in creating the new lease, the Steeg Firm used as a template the existing MYH lease and the Orleans Levee District lease and added some additional lawyer language because that's what lawyers do. David Halpern and I had several conferences with the Steeg representatives to discuss several drafts of the lease. I sent the second draft of the lease around to our informal sub-committee working group, who are non-lawyers mainly Taylor our manager, Warner our President (who has also been a slip tenant at Orleans), Ric Smith our Treasurer (who is also a slip tenant at Orleans) and Wayne in administration to come up with something that would be workable, practical, and doable in an administrative sense. That is what we have come up with, and it has been circulated throughout the Board. The next step will be for the Board to vote on the Resolution, but first I want to point out a couple of pencil changes in the proposed lease and I will just tell you what they are. If you turn to page 5 at the very top of the page that says: 'Tenants shall be responsible to pay a convenience fee of 'blank' per payment.' We need to add the words and we'll add the words 'if paid by credit card'. That is for a credit card convenience fee".

Someone in the audience asked if he could have a copy of the proposed lease at this time. Mr. Tureaud said, "Not at this time. We'll make them available to you." Mr. Forbes said, "Before it becomes anything. It has got to be reviewed by the City's Law Department and approved by the City Council. I assume that there will be plenty of chance to comment on it. We need to set up a vote tonight so that we can go to the City Attorney's Office, and they will draft an Ordinance and they will present it on our behalf to the City Council and there will be discussion there. Will there be amendments along the way? I don't know." Someone asked, "Will there be a chance for the slip tenants to see this before you do a vote on this?" Mr. Tureaud said, "No, not on the drafting of this lease. This goes to the City Council for approval." The other person said, "Okay, so we are just stuck with it." Mr. Tureaud said, "No. It goes to the City Council. You can go to the City Council and make comments there if you wish."

Mr. Forbes said, "The only other change is just a spelling correction of 'dingy' to 'dinghy' on page 3 just below the lease premises. In other words, you can't put two boats in a slip, but if you have a dinghy that is appurtenant to your boat you can keep it in the slip." Mr. Tureaud said, "Some marinas do not allow you to even drop your dinghy in the water, we are just not going to be that strict, so we didn't spend a lot of time to see what you couldn't do." Mr. Forbes said, "Just FYI, there is provision for live-a-boards and we are going to give it a try and see how it works. The Board discussed this at the last meeting, and no more than two (2) per pier will be allowed on each side of the Harbor which would be a total of sixteen (16).

Mr. Forbes said, "beyond that and the draft that is before to the Board, I really don't have any more comments." Mr. Tureaud said, "Well, I would like to thank Tom and David. This was an enormous amount of work...and Taylor, Wayne, and Ric. We spent hours and hours going over this line by line. Wayne in particular who is not a lawyer and who doesn't own a boat, but has been running this marina for so many years, he had just as many comments. So there were a lot of changes and additions and improvements in addition to what the lawyers did. And Tom, for you and David to move this as quickly as you did is phenomenal." Mr. Forbes said, "This is kind of warp speed for getting approval for a contract with attorneys from the City and then getting drafts from the attorneys". Mr. Tureaud said, "We are very thankful because we want this new lease to be in place when the marina is finished. We have to have this in place. So Tom you've done a fantastic job of getting that done." Mr. Forbes said, "Warp speed is like one, two, three, four, five months." Mr. Tureaud said, "Well this is government warp speed too, this is pretty good too". Mr. Forbes said, "That concludes my presentation." Mr. Tureaud said, "Okay, good. Thank you. Are there any discussions or comments? I was just going to say any more comments or questions from the audience."

An audience member said, "About a month ago right after we moved over to the East side, we had 65 mph winds, and it was taking my boat and it was lying on top of the dock." Mr. Tureaud asked, "The new floating pier?" The audience member answered, "Yes, the wind was blowing so hard that my boat was rolling on top of the dock. I asked if we could tie to the outside piling. That's the reason why I moved there because it had an outside piling." Mr. Tureaud said, "So your question has nothing to do with the lease, because we are about to bring this particular matter of the lease to a vote. If you have a question pertaining to something else, we can get to that a little bit later right before we go into Executive Session, if you wouldn't mind." Mr. Tureaud said, "I will entertain a motion."

On a motion by Howard Rodgers, seconded by Connie Uddo; Ms. Graves, Ms. Uddo, Mr. Tureaud, Mr. Rodgers, and Mr. Forbes voted in favor of the Resolution "Authorizing a Slip Lease Agreement for the Municipal Yacht Harbor and Mr. See abstained. The motion passes and the Resolution was approved.

Mr. Forbes said, "Point of information from this point forward somebody has to take this to the City Attorney's office. You want me to make that overture, and then I'll figure out if I need a cover letter from you Warner." Mr. Tureaud said, "You and I can talk directly on that and staff which is Taylor and Wayne are inundated with a

whole lot of different things, so Tom I hesitate to ask you to birdog this, but if you can take this off Taylor's plate that would be great." Mr. Forbes said, "I'm a lot closer to the City Attorney's Office." Mr. Tureaud, "Well, that is most agreed to." Someone asked, "Will this be online so that people can look at?" Mr. Tureaud said, "Not yet. The reason being is that we have to give it to the City Council." Mr. Casey said, "It is going to take the City Attorney's Office a little time to review the lease." Mr. Tureaud said, "We will have to talk to the City Attorney and see what the proper protocol is on that." The audience member said, "I am assuming that you have to have a comment at some point." Mr. Tureaud said, "Not on the lease. I'm not sure. To be perfectly honest with you, this is my first go around on the lease, so I need to talk to the City Attorney to exactly find out. Look, we have had an open door policy, so we don't want to hide anything. I just need to know what the proper protocol is. I really don't know." The audience member said, "Is there anything in the lease that you would find upsetting if you were a boat owner?" Mr. Tureaud said, "There is nothing different in this lease. There are no extreme overtures. Let me tell you something. I can't comment because I am a boat owner, and I have had boats in marinas. This one does not make me feel any different than any other lease that I've had." The audience member said, "Okay, that satisfies me. Thank you." Mr. Tureaud said, "I wish I could tell you something better than that, but MYHMC is still the landlord and we have to have certain protections because we have certain duties and obligations to the City that we have to adhere to. Thank you Tom".

Information and Discussion Items:

1. The 2018 Financial Audit – Ericksen Krentel, LLP was presented by Josh Faubert. (See presentation above)
2. Boathouse Lease Extensions and Transfers were discussed by Mr. Casey. There were no boathouse transfers in the month of May or additional lease extensions, but there are several that are in process. Mr. Tureaud said, "Yeah, I know that I signed a couple of them tonight, but the income will be recognized in the month of July".
3. The FEMA Update was presented by Mr. Casey. There were five items: 1.) The east side comfort station is progressing and the block work is scheduled to be completed next week; 2.) The demolition of the West side of the harbor has been completed; 3.) The East side water system was chlorinated and the contractor is testing the water quality of the system. MYHMC sent the slip tenants an email last week saying that water can be used for washing boats, but please do not drink it and do not use it holding tanks. It is anticipated that the contractor will have test

results by the end of the week; and 4.) It is anticipated that Department of Public Works will issue a notice to proceed to the contractor for the Breakwater Drive/Park Shoreline Restoration job in June; and 5.) A Breakwater Drive Community Meeting will be conducted by the Department of Public Works (DPW) on Thursday, June 20th at 6:00PM at the Lake Vista Community Center. This project is actually being run by the Department of Public Works. Their standard procedure is to have a community meeting. Some of you may have already been contacted who live on Breakwater Drive. They will be sending notices out to addresses on Breakwater Drive. This is basically where Public Works has a public meeting every time that they do a project that is under their purview, and the meeting is approximately an hour long. This is all a part of the Road Work NOLA process. DPW does things a little different than the Capital Projects Administration, and this project had been turned over to them.

Mr. Tureaud said, "This is basically the Shoreline Restoration of the FEMA PW, and what happens is instead of Miguel's group, it is Department of Public Works that is handling this and Miguel didn't spearhead this, so he won't be managing it. What is the new guy's name?" Mr. Casey said, "Sean McKay is an engineer and project manager with DPW. Alright, is that it for you Taylor? Will you be doing Ric's financial report as well?" Mr. Casey said, "Yes." Mr. Tureaud said, "Ric Smith is not able to attend, but Taylor will provide the Financial Report. Steve, I'm sorry, is there another question?"

The audience member said, "The Lake Pontchartrain racing circuit is in October, and they normally have a number of boats that come over from the North shore, and there have been fewer boats that have participated in the last five years because there was no place to put the boats. Will there be available places where both sides of the Harbor are going to be finished in September? Will there be slips?" Mr. Tureaud said, "There will be slips by September. What? You said September?" The audience member said, "We expect 20 to 30 boats at the harbor." Mr. Tureaud said, "I think based on what we are saying there will be slips in the next couple of months. Now whether or not we will be able to tie boats up to them, see you know, that's the contractor's question." Mr. Casey said, "I think you all really need to be in touch with our office about the timing, and we will need to work together." Mr. Tureaud said, "We can't answer it right now. The contractor could run into a scheduling difficulty or any number of things for us to tell you oh yes we can accommodate visiting vessels. Although the construction of the West side of the Harbor is progressing, the contractor is not going to allow those docks to be used due to the fact that they have to obtain a certificate of occupancy from the City, and there are also all kinds of safety concerns as well. You'll have to talk to us a little bit later down the line, and we'll pass the information on. Taylor, Ashlyn, Ric, and I attend meetings with Capital Projects, the contractor, and the engineer every other Thursday. We also meet more often and get updates, and discuss changes and problems that need to get resolved. There are more issues than you can ever imagine with a project of this magnitude, but still all in all it is moving along very well".

Mr. Casey asked, "You said it's in October?" "Yes, it's the last weekend in October, and the Great Lake Race is the last weekend in September." Mr. Tureaud said, "Yeah, see that's too close to call. Sorry, but when it's done there will be plenty of slips; alright, Taylor."

4. The May Financial Report was presented by Mr. Casey. At the end of May, MYHMC has total assets of \$3,731,000 with current assets of \$3,171,000 and the bulk of which is in the form of cash of \$3,108,000 in two accounts at JP Morgan Chase Bank. On the liability side, MYHMC has total liabilities of \$1,134,000 of which \$629,000 is current liabilities and a major portion of that was accrued interest on the NOAA bonds. The long term liability of \$505,000 is the balance on the NOAA bonds. That leaves MYHMC with total fund balance of \$2,597,000 of which \$2,003,000 is unrestricted net assets. For the month of May, total operating revenue was \$54,500 and operating expenses were \$51,000, such that net ordinary income was \$3,600. Net other expense for the monthly interest accrual on the NOAA bonds was (\$3,750) which yielded net income of (\$170). Year-to-date gross revenues were \$285,000, and total operating expenses were \$263,000 which yielded \$21,400 in operating income. I might just mention that those numbers were discussed in a prior meeting. The reason that number seems high is because the reimbursement from Wildlife and Fisheries on the Boat Launch is the way it's accounted accounting-wise that it is going in as an asset even though MYHMC is receiving it back as cash. Net other expense was (\$18,800) such that net income for the year-to-date was \$2,600.
5. The Economic Redevelopment Committee Report was presented by Mr. Rodgers. Mr. Rodgers said, "Last month I reported that Representative Stephanie Hilferty's House Bill 206, which passed the House and the Senate has since been signed by Governor Edwards. I recently had a conversation with Councilmember Giarrusso, and the next step to try to find out what the status is with the Cooperative Endeavor Agreement (CEA). Mr. Tureaud asked, "Can you enlighten us with what exactly that bill does?" Mr. Rodgers said, "What the Bill does is that it basically authorizes Jefferson Parish and Orleans Parish to lease a portion of the property that is considered State Water Bottom Property (where the old restaurants were located) from the State of Louisiana". Mr. Tureaud said, "Alright, keep pursuing the CEA, and I am happy to see that the Bill was approved. Does that conclude your report Howard?" Mr. Rodgers said, "Yes, sir."
6. Environmental Quality Committee was discussed by Mr. Forbes. There was no report.
7. The status of New Boat Slip Lease was discussed by Mr. Forbes in an earlier discussion as an Action Item.

8. The Quality of Life Committee was discussed by Ms. Uddo. Ms. Uddo said, "On May 16th, Kerry, myself, Miguel, and Taylor met together to start looking at Breakwater Drive garbage cans, signage, picnic tables, and all of that. We had a very good meeting and good start, and we are looking at a website that Miguel told us about called Landscape Forms. It is a good website that illustrates garbage cans, benches, tables, and other site amenities. We are trying to have a little different look than what is on Lakeshore Drive that is more unique such as metal benches as opposed to concrete along with a different type of garbage can cover. I heard that what is happening to the uncovered cans on Lakeshore Drive is that the birds go in and pull out the trash. Also the one thing that Kerry and I are kind of zeroing in on, and that is what Kerry had just passed out are ideas that we have with respect to Breakwater Drive and the 'Point'. You know how when you drive toward the "Point" and you go around the cul de sac and you drive to make your turn at the end; well we thought about if we could (and Miguel thought it was a good idea as well) to partition that off and make it more of a pedestrian area. I think Kerry you can probably better explain what we are proposing with the pictures that will show you what we are talking about". Mr. Tureaud asked, "Is that this picture that you are referencing?" Mr. Cuccia said, "These came from the presentation on the website. The picture that I just gave you, Warner, is the picture from Google Earth of the 'Point', and I'm sorry that I did not have a better print of it. When we looked at it and you look at the last page in your packet, where it shows the 'Point', you see the conceptual plan that shows where there would be a green space in the middle of the 'Point', and people will be able to drive around it and park on the outside of the circle, and then turn around and then of course further down along Breakwater Dr. between the last boathouse where that "Point" is where there is going to be parking area. What Connie had looked at is that instead of letting the cars go all the way out to the end of the 'Point', that's the area that you could restrict, kind of an arc out at the end, about forward of the light post. You can make kind of vehicle turning area at that location of the 'Point', and this would be the area where benches could be installed such that vehicles would not be able to stay in this area." Mr. Tureaud said, "Where would people be able to park their cars?" Mr. Cuccia said, "Well, you still have the parking over here toward the last boathouse on the Lake side of Breakwater Drive." Mr. Tureaud said, "Show me on the map. You have to park and then walk." Mr. Cuccia said, "Right, but it's not that far and then we thought that we probably could put some parking in the circle at the 'Point' for handicapped and elderly people. The way that it could work is that a guy who is going to the 'Point' to go fishing or someone who is going out there to have a picnic could drop off an ice chest or something, and then go park approximately 70 yards down the road. This is just a concept that we looked at it and there wouldn't be any more expense to do it as we suggest. The way it sounds is if you are sitting in the day area on a bench and people are going around the circle and parking at the 'Point', they would block the view out toward the Lake and the Harbor. This

alternative concept would provide the visitor an arc all the way around and the cars will be turning behind them. They would have an unobstructed view of the Lake and the Lakefront.” Ms. Uddo said, “It would be safer too, and there are some cool, flat, kind of curvy benches that do not have a back that someone could turn and move with the sun, and see something here, and that could take up a lot of area in here which would offer more space that would be visually nicer and safer. Kids could walk around this area, and people could fish without cars being around them. We would put a lot of these nice benches towards here. Definitely that dumpster is going to be gone and then there could be more parking there, and like Kerry said cars would be turning behind them here.” Mr. Tureaud said, “The host of people sitting in the picnic bench with the cars going like the All State commercial.” Ms. Uddo said, “I never liked that by the ‘Point’ that those cars can come all the way to the end there. If a kid at night is fishing and a guy is not watching his kid and a car comes down the end of the road could possibly be a problem.” Mr. Tureaud asked, “How many parking spots, cause let’s count them here...we have one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty....about twenty give or take. How many parking spots do you estimate that you’ll have on this North side area of Breakwater Dr. if we use that to park?” Mr. Cuccia said, “I don’t think it could be more than six or eight. It depends on how small you want to make it with pedestrian slips.” Mr. Tureaud said, “Right, to get rid of twenty spots and then have six or eight. You know, I like the idea of not having the cars going around the people with a picnic table on the middle. That’s a good safety point. It just doesn’t make good sense to do it that way.” Mr. Cuccia said, “The way that we were looking at it, I’m saying six or eight, but somebody noted that obviously the larger the arc the more space you are going to have, and with this plan the larger part of the arc is taken up by the pedestrians as opposed to the current plan that shows the park in the middle of the circle. We are definitely not going to have the same amount of cars, but then again it does not give the people who would be sitting on the benches or the pedestrians the view of the Lake or the Lakefront and then they could possibly bring the parking on the North side of Breakwater Dr. closer the ‘Point’.”

Mr. See said, “I would like to piggy back on what Kerry said. I’ve seen children walking around in the parking areas with these kids and fast cars nearly clipping them. I mean, it could be a bad situation, and I like Connie’s idea of making some kind of seating, green space, or permeable surface whatever on the arc. What I would suggest for consideration at the core is that is where you would locate your handicap parking, so that you can have your handicap parking, your ambulatory access and everybody is hanging out here, and then you have that other parking that was grafted out here, and if you needed supplemental parking, you can even come over here and they can just hop over it. ”

Mr. Tureaud said, “Connie, question...” Mr. See said, “I think it’s a great idea Connie.” Mr. Tureaud said, “Yeah, I like the idea that the dumpster is gone.” Mr. See said, “That’s near and dear to my heart too.” Mr. Tureaud said, “I like the idea that we won’t have kids and the picnic table with the cars going around in a

circle. Will this allow the people to fish? Okay, I know that we are going to have the fishing pier and for us to do something that looks really nice and people can't come out there and fish." Ms. Uddo said, "It actually helps the fishermen in a way because it's more quiet and safer, and like Kerry said, you can have a little 15 minute loading space where they can take out an ice chest and their poles and carry it, come back to their car in the setting to park their cars..." Mr. Tureaud said, "I see people fish on Lakeshore Drive, not to cut you off, but they have to park in the parking lots across the street and that's a long walk. Probably a lot longer walk than what you are going to have on North side of Breakwater Dr". Ms. Uddo said, "Right." Mr. Tureaud said, "Right, if you pull off at the "Point", but when you fish on Lakeshore Drive you have to park in that parking bay, walk across the bay, the neutral ground, and then the street such that it is a nice clip. I think that you are going in the right direction. I would like to see more than six to eight parking spots obviously." Ms. Uddo said, "Yeah, we have to get with whoever is doing the parking." Mr. Casey asked, "Have you talked to Miguel you said about this?" Ms. Uddo said, "No, well actually, it did come up a little bit with Miguel." Mr. Cuccia said that they had not specifically discussed the details with Miguel. Ms. Uddo said, "Yeah, Kerry and I drove around after the meeting. I think we talked briefly, and we are going to drive to this and get a better feel for it." Mr. Tureaud said, "I think that is a good change Connie." Ms. Uddo said, "So we did that, and then we met again and actually drove it again and Kerry has these drawings which really helped." Mr. Cuccia said, "Once they put the fishing pier up, people will not be fishing at the 'Point' due to the additional rocks that will be placed in that area". Mr. Tureaud said, "You might be right, but I don't want to take it away from those diehards who swear that they can't catch a fish anywhere else, you know." Ms. Uddo said, "I know and I agree, and people like New Orleansians don't like change." Mr. Tureaud said, "They don't like change." Ms. Uddo said, "But I think that they would welcome that this is definitely a pedestrian friendlier, safer alternative" Mr. Tureaud asked, "So where are your trash receptacles going to be located, we haven't worked that part out yet?" Ms. Uddo said, "So, in the meeting we've worked on basically three parts to Breakwater Drive, which will be garbage cans, picnic tables, and signage. We talked about five signs being placed there containing rules and regulations, hours posted, way finding, etc." Mr. Tureaud asked, "Connie, what about dumpsters. Will you be utilizing any dumpsters at all?" Ms. Uddo said, "So here is the thing on the dumpsters. We talked about in the last meeting about having the trash removal contracted out. Taylor, you asked me to call Tommy Ramelli to see if they currently had a contract with the City". His company does, and they pick up in the French Quarter as well as other contracts all over the city. They bid on Lakeshore Drive, but was of course outbid by ARC because they were so much cheaper. His question to me was, 'Why don't you just use ARC? Why wouldn't you let ARC bid on this just like Lakeshore Drive? It would be a lot cheaper than a private contractor like him. They have their own dumping place over at the Levee Board property." Mr. Casey said, "I guess ARC has a dumpster at the Levee Board's equipment yard due to the fact that they are working for them. I don't know if the Levee Board will let ARC bring somebody else's trash to the

Levee Board's dumpsters." Ms. Uddo said, "Well, I don't know. It's something he thought we should pursue with ARC, and he said he would love it if he bid on the contract and got it since they have their own disposal facility. I don't think we...I am not leaning at all towards MYHMC doing this, and us having a dumpster somewhere and us overseeing this privately. I am just not leaning towards that. I don't think it will work where we put a dumpster that doesn't get in anybody's way visually, or esthetically, or smelling, or whatever. I just think you just need to go with a professional contractor on this. That's just my opinion, and I don't think it is something that Taylor should have to run and oversee." Mr. See said, "The other thing that I would like to offer, Connie, to dissuade a dumpster is with the public out there., we don't want to make it a public receptacle for mattresses and chairs and anything else that may end up in there. I am painting a worse case scenario, I know, okay?" Mr. Tureaud said, "Yeah, that's kind of very, very realistic." Mr. See said, "Okay if they can have the smaller receptacles that are handled on a contract basis, I think you are better off". Ms. Uddo said, "That space where the fishing pier is going to be is really where your picnic tables will be. So we thought the picnic tables, and the bulk of the trash receptacles and some of the benches should be placed along the walking path since that is where the bulk of the activity is envisioned".

Mr. See said, "Two trailing comments: 1.) Was there any thought about canopies to protect from sun and from rain on the picnic tables?" Ms. Uddo said, "I don't know if that's in the budget. Miguel said what's in the budget is garbage cans, signage, picnic tables, and we can possibly get some bollards to block off the pedestrian walkway" Mr. Tureaud said, "Alva, on your comment, let me just respond to that. You have to remember. Let's go back because obviously we are not really focused on how all of this is going to get paid. This is FEMA PW". Mr. See said, "I understand." Mr. Tureaud said, "We can't do anything new at this point in time. We are very fortunate that there was some contingency money available that could be used for a limited number of upgrades. We don't necessarily have to get ten trash cans. We can get some upgraded benches, upgraded trash cans, but there are limits. We can't build any structures with the money. It's a great idea, but we may have to put it in our long range plan and we'll have to pay for it." Mr. See said, "But what I would suggest is that if that's proposed and planned, perhaps even having the contractor do some small concrete castings to where we can come back later and anchor a canopy to them." Mr. Tureaud said, "everything cost money, and I don't know if we have the funds to do that" Mr. See said, "Yeah, but if they are armoring the entire perimeter, you know, a half a yard of concrete may be the amount that they are going to throw it away." Mr. Tureaud said, "Well they are armoring it with rip rap, so I don't know how much concrete they will be pouring." Ms. Uddo said, "a canopy can rip in the wind like that." Mr. Rodgers asked, "what will be paved at the 'Point'?" Mr. Casey said, "As I appreciate it, they are going to repave that area since it is a public street." Mr. Tureaud said, "You guys have really taken the bull by the horns and are running with it. I wasn't really expecting all of this. I am happy to see it though. I was just thinking that you would have something a lot less informative for this evening's meeting but this is good". Ms. Uddo said, "But you

have the breakdown than signage and trash cans..." Mr. Tureaud said, "No, but this is good, and as the plans progress, because the contractor is now getting his foot on the ground, we'll have a lot more in depth ideas on which way they are going with this. You know, how far this section of concrete is going to go, what's pedestrian, what's rip rap, the whole nine yards, so it will help you out a whole lot in your planning. But the scope of what you're doing is good because we are reinventing, and look if we don't do it now, when will we do it?" Ms. Uddo said, "Right, and I mean we first talked about putting benches close to the rest on the walking paths on the north side, and just closer to like where the restaurants and the activity would be and then not too many in between and then closer to the fishing pier. But now we are thinking, you know, because parking will be available maybe spacing those benches out. There is a lot of, we appreciate to be back. This is not my expertise, so I'm not going to...I do lean on Kerry and boathouse owners for feedback on that because I don't want to make a wrong call on this, but I'm not an expert. I'll tell everyone that upfront. It's not my thing." Mr. Tureaud said, "Look, from what I can see, you've gotten rid of a safety hazard, you've gotten rid of a dumpster, you've got ideas so and you're opening up to the public and whoever else wants to comment, you know, people from this Board, people off this Board, you know. I don't think we have an expert. You're the closest thing to an expert that we have".

Mr. Cuccia said, "None of this is going to work and be what we hope it to be unless we have some regulations that are enforceable. We were talking about the Park being closed from 9 PM to 5AM and have some enforcement and close all the facilities and do that and it goes with enforcement. As far as the green space, I don't like putting anything on the green space. First of all, it's really not that big a space and anything you put out there is going to limit what needs to be done. If you go there now when you see, depending on how the weather is, you'll see people flying a kite...the guys who fly the kites where they fly. They need all of that space to get going, and if you have some fixed structure there it will limit the usability of the green space. Let me say, I want to thank Taylor since the last time the grass cutters came out there, they cut all the trees that were growing on top of the earthen mound. It almost looks like a lawn". Mr. Casey said, "I talked to them several times about that as well as about the spray program." Mr. Cuccia said, "And they sprayed a whole bunch." Mr. Tureaud asked, "Well good. Alright, Connie does that conclude your report?" Ms. Uddo said, "For now, yeah, we'll meet with Miguel and really start trying to nail down picking out the benches and trash receptacles for you all, you know, to vote on but we will wait and meet with Miguel on that." Mr. Tureaud said, "Okay, very good."

10. Executive Director's Report was presented by Mr. Casey. There were two topics:
 - 1.) The final punch list items for the Boat Launch Construction have been delayed due to the high Lake level. It is currently anticipated that it will be open to the

public in early July (as we are being told by the contractor and engineer); and 2.) East side boat slip tenants will be notified via email once the contractor notifies MYHMC that the water can be used for drinking and to fill holding tanks. Hopefully that will be accomplished and they will get those results, and they will tell MYHMC toward end of the week so that we can let everybody know. Those are the only comments that I have.

Other Comments and Issues from the Public:

Mr. Tureaud said, "We will now entertain brief comments." Mr. Casey said, "We told the police that we will be done by 8:30PM." Mr. Tureaud said, "Alright, we will entertain brief comments or questions from the audience if we have any. Yes, sir." An audience member said, "It was brought up that if you sell your boat, the slip doesn't go with the sale." Mr. Tureaud said, "That's correct. That's in the lease." The audience member said, "That wasn't in the lease before." Mr. Tureaud said, "It was not, but it is now." An audience member said, "We spoke last time about making amendments. Were they?" Mr. Tureaud said, "We did add legatee in the lease." Mr. Casey said, "We still need to officially pass that rule. The Board had deferred on that rule at the prior meeting, and it was discussed that the rule would be adjusted and passed by the Board to be consistent with the revision in the Lease". Mr. Tureaud said, "Those were some concerns that people brought up with respect to the fact that inheritance factors in the lease were too strict. So now we changed the language in the lease to include designated legatee(s), and I've spoken with the lawyers and they've said that will suffice to cover slip Tenants' concerns." Mr. Tureaud said, "We appreciate your comments, and we will have to close with that. Okay, well thank you. We will now entertain a motion to go into Executive Session."

A motion was made by Ashlyn Graves seconded by Alva See to go into Executive Session, and all Board Members voted in favor.

Executive Session:

1. BAC HOME Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP v. Richard A. Goldenberg – Docket No. – 7299, Civil District Court, Orleans Parish

A motion to come out of Executive Session was made by Alva See and seconded by Ashlyn Graves and all were in favor.

Adjournment:

New Orleans Municipal Yacht Harbor Management Corporation
Regular Board Meeting of June 11, 2019

On a motion by Ashlyn Graves and seconded by Connie Uddo, the meeting was adjourned at approximately 8:25pm.

Date and Time of next meeting:

The next meeting is scheduled for Tuesday, July 9, 2019 at 6:30 p.m. at the Lake Vista Community Center.