

**MINUTES OF THE
LAKEFRONT MANAGEMENT AUTHORITY
BOARD MEETING
THURSDAY, MARCH 25, 2021**

PRESENT:

Chair Wilma Heaton
Vice Chair David Francis
Secretary Thomas Fierke
Commissioner Sean Bruno
Commissioner Stanley Brien
Commissioner Esmond Carr
Commissioner Stanley Cohn
Commissioner Eugene Green, Jr.
Commissioner Dawn Hebert
Commissioner Renee Lapeyrolerie
Commissioner Pat Meadowcroft
Commissioner Howard Rodgers
Commissioner Bob Romero
Commissioner Robert Watters (*left the meeting at approximately 6:10 PM)

ABSENT:

Commissioner Anthony Richard

STAFF:

Louis Capo – Executive Director
Madison Bonaventure – Assistant to the Executive Director/Board Secretary
Cynthia Grace – Finance Supervisor
Daniel Hill – Director of Engineering and Operations
Bruce Martin– Airport Director
Brad Vanhoose– Harbor Master

ALSO PRESENT:

Mark Clark– Gulf Coast Media
Phil Cusimano– Bird’s Nest Café
David Jefferson “Jeff” Dye – Legal Counsel to the LMA
Chris Humphreys – Director of Engineering, FPA
Ryan Foster – Engineering Manager, FPA
Al Pappalardo– Real Estate Consultant to the LMA
Gerard Metzger– Legal Counsel to the LMA

The regular monthly Board Meeting of the Lakefront Management Authority was held virtually on Thursday, March 25, 2021 via Zoom and livestreamed for public view at [Lakefront Management Authority - YouTube](#) after due legal notice of the meeting was sent to each Board member and the news media and posted. Certification pursuant to LA Rev. Stat. 42:17.1 (ACT NO. 302, 2020 REGULAR LEGISLATIVE SESSION) was distributed.

Chair Heaton called the meeting to order at 5:30 P.M., and Commissioner Romero led in the pledge of allegiance.

Executive Director Louis Capó called the roll, and a quorum was present.

OPENING COMMENTS:

Chair Heaton stated that the LMA was continuing to advocate for flood protection at the New Orleans Lakefront Airport. She advised the Board that the federal infrastructure bill was being drafted and reminded all members of the LMA to advocate support for the project.

She summarized the critical details surrounding the issue:

Southeast Louisiana Flood Protection Authority – East

Flood Protection and fortification project for historic New Orleans Lakefront Airport (KNEW) - \$200 million

- Airport is critical component of Region 1 Medical Institution Evacuation Plan (MIEP) for transport of hospitalized and high-risk patients.
- Location of Ochsner Flight Care and Organ Transport.
- Secondary egress for POTUS and Marine 1.
- Airport utilized by federal, state and local agencies including military, first responders and disaster relief organizations for pre and post emergency operations.
- Project will enhance economic development for economically depressed area in 2nd Congressional District.
- Project includes 35% local match up to \$75 million.

She offered that any Commissioners interested in additional materials regarding the potential project could reach out to her or the Board Secretary, Madison Bonaventure.

MOTION TO ADOPT AGENDA:

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

ADOPTION OF THE MINUTES:

A motion was offered by Commissioner Bruno, seconded by Commissioner Cohn, and was unanimously approved to adopt the minutes of the February 25, 2021 Board Meeting.

PUBLIC COMMENT:

None

DIRECTORS' REPORTS:

Director Capó explained that the LMA staff's focus was preparation for the Easter holiday weekend for the increased traffic in the parkways and shelters along Lakeshore Drive. He advised the Board that at the March Recreation/Subdivision Committee Meeting that Supt. Kerry Najolia and Capt. Michael Brenckle explained their staffing plan for enhanced public safety on the holiday weekend, and LMA staff discussed litter mitigation:

- Supt. Najolia advised the Committee that 50 officers would be assigned along Lakeshore Drive.

- The LMA would be contracting with NOPD to furnish four mounted police officers for supervision of recreation activities at main intersections and will be working in concert with OLDPD.
- Capt. Brenckle was coordinating with NOPD to obtain access to at least two sky towers.
- At least 20 port-o-lets had been stationed in the recreation areas along Lakeshore Drive.
- Director Capo noted that between Shelters No. 3 and No. 4 OLDPD had placed two digital speed monitoring signs.
- He indicated that staff would contract additional temporary trash cans to mitigate overflow.
- Trash pick-up services would be increased.

Commissioner Fierke asked if the signs record traffic data. Director Capo could not speak to the recording capabilities of the signs, if any.

Commissioner Meadowcroft asked about getting lids for the trash cans for concern about the wind blowing trash. Director Capo said the lids had been removed for storms in the past, and they could be introduced again. He said that staff would investigate on how to mitigate the issue.

Daniel Hill, Director of Engineering and Operations, explained that maintenance staff was in the process of obtaining pricing for various repairs for Shelters No. 1 and 4, and items that exceeded Director Capo's spending authority would be coming to the Board for approval.

He added that the first draft of angle brackets for the lakefront benches finally came in, and maintenance crews would be able to begin repairing the benches. He advised that progress may be disrupted until another batch of angle brackets were received.

COMMITTEE REPORTS:

Airport Committee: Bruce Martin, Airport Director, explained that the Airport staff was addressing leaking roofs and getting quotes for repairs. He explained that some roof damage was age related and others were Hurricane Zeta damage related.

He reported that tree trimming work was completed at the Airport.

He also stated that the Airport's ARFF department would be collaborating with NOFD to host educational workshops on site including a tabletop hazardous material spill mitigation, and annual live burn training had been completed by the ARFF department.

He added that the grant submission deadline for the Runway 9-27 Decommissioning Project was fast approaching (May 3, 2021), and staff was working with its consultants to take the necessary steps to complete the submittal.

Finance Committee: Finance Chair Bruno deferred to Director Capo. Director Capo explained that the Finance Committee had a Special Meeting on March 11, 2021 to discuss the budget in detail where many questions were asked, and items were reviewed by Commissioners.

Chair Heaton complimented Director Capo on providing information ahead of time.

Legal Committee: Legal Chair Cohn explained that the Committee had no action to take so the meeting was deferred earlier that month, but the LMA had since been informed by its insurance carrier that they had reached a settlement in a small matter relating to the grounding of a yacht. The LMA would need to pay a \$2,500 deductible to settle the \$7,500 suit. He recommended the motion on the agenda relating to the matter be approved as the LMA was contractually bound to pay the deductible.

Commercial Real Estate: Commercial Real Estate Chair Watters said the Committee had met on the 18th of March – without a quorum – and so an informational meeting was held where he and staff discussed the actionable lease items appearing on Board Agenda and a discussion regarding boathouse leases ensued.

Chair Heaton asked if Commissioner Watters forwarded the commercial real estate items to the full Board because he had no concerns. He confirmed that was so.

Marina Committee: Marina Chair Stan Brien said that the Committee met on the 16th of March and had a thorough discussion regarding marina facility improvements and proposed lease amendments for the strengthening of slip lease language. Chair Brien commended Brad Vanhose, Harbor Master, on the proposed lease amendments and additions. He informed the Board that the lease changes had been vetted at the Committee.

Commissioner Carr entered the meeting.

Recreation: Recreation/Subdivision Committee Chair Romero advised the Board that he and staff had been in discussion with Mr. Cleveland Spears, of the Spears Group, to solidify an agreement so his firm, who has produced several successful large-scale events in the past, could host the Fried Chicken Festival on the lakefront.

He stated that the LMA as an organization and the Board as citizens of New Orleans were excited that the lakefront was increasingly popular. He said it was his understanding that the roadway reconfiguration near Canal Boulevard and Rail Street should be completed in July of 2021. He expressed concern for the traffic volume and road work happening simultaneously.

Commissioner Rodgers inquired about the date of the festival. Commissioner Romero said it would occur sometime in late October 2021.

Director Capo advised that the event would take place on the lakeside near the UNO Lakefront Arena where parking facilities would be located.

Commissioner Carr added that he had not heard from Mr. Spears regarding coordination with Lake Oaks.

Commissioner Lapeyrolerie asked if one of the committees would be agreeable to making a recommendation to the Flood Protection Authority (FPA) regarding the LMA's position on high-speed chases pursued by OLDPD or other policies that may not be included in a consent decree.

Commissioner Cohn asked if OLDPD's operations were not under the LMA's jurisdiction.

Chair Heaton clarified that they were not, and it was her understanding that Commissioner Lapeyrolerie was appealing to the Board as community representatives to offer an opinion on the practice. Commissioner Lapeyrolerie confirmed that was her intention.

Old Business:

1) Update on the Lakeshore Drive (L-05 to Shelter 1) Roadway Configuration Project.

Chair Heaton introduced FPA staff to discuss the Lakeshore Drive Roadway Reconfiguration Project. She was hopeful that the consultants who performed the study would be available for the meeting but only FPA staff was available.

She expressed the concerns of citizens and business owners who are observing high traffic in the area and who are concerned about the impacts the project may have.

Ryan Foster, Managing Engineer at the FPA, introduced himself to the Board. He reported that since his last briefing to the Board in September 2020, the contract for the roadway reconfiguration construction had been signed. Additionally, a notice to proceed was issued on March 15, 2021. He anticipated that completion would be reached by mid-July of 2021. He further explained that the contractor had begun excavating the southbound righthand lane to address sinkholes and sidewalk issues and afterwards phased construction would begin, and lanes going in both directions would be open.

He advised that the engineering department had been working with AECOM to study the issue since 2019 whereby they conducted traffic counts and have data to support narrowing the lanes to enhance pedestrian infrastructure.

It was Mr. Foster's understanding that the consistent overwhelming weekend traffic, comparable to holiday traffic, was a new development following the relaxing of COVID-19 restrictions and fair weather. He acknowledged that the construction would impact traffic conditions, and the current infrastructure in place was being overwhelmed with record visitation.

He acknowledged that it was an issue the FPA addressed because the roadway and OLDPD were under their purview, and it was their goal to have vehicular traffic and pedestrians, such as restaurants patrons and condominium residents, traverse through the area safely. Mr. Foster advised the Board that his team and consultants had engaged the restaurant owners and condominium owners during the process.

Chair Heaton acknowledged that the traffic was higher than she had observed in previous years and expressed concerns about access.

She suggested that Mr. Foster and his team work closely with OLDPD to clearly communicate the traffic plan and suggested employing signage to communicate to the public. Mr. Foster concurred.

Vice Chair Francis hoped that the FPA nor the LMA's activities would discourage visitation from the lakefront.

Commissioner Hebert said it was her understanding that they had collected traffic data in 2019 to support the construction, and the 2021 traffic on the weekends was higher than expected. She expressed concern for traffic blockage and asked why the reduction to two lanes was extended to Canal Blvd.

Mr. Foster said it was supported by the existing infrastructure, and it was a logical point in which to end the reconfiguration.

Commissioner Hebert agreed with Chair Heaton about the need for signage to safely and efficiently direct traffic and expressed skepticism for the results of the project.

Mr. Foster advised that the project was ongoing, and they had consulted with the Department of Public Works (DPW) and the Regional Planning Commission (RPC) as an effort to enhance public safety.

Commissioner Hebert offered that OLDPD could monitor the traffic in that area instead.

Mr. Foster advised that Canal Blvd was reopened and would be another outlet to Lakeshore Drive.

Commissioner Romero thought that the reduction of lanes would be safer for pedestrians.

Chair Heaton relayed that Mr. Foster could inform OLDPD of the community's concern. Mr. Foster thanked OLDPD for their assistance thus far.

Commissioner Watters left the meeting.

NEW BUSINESS:

1) Motion to approve the General Operating Budget and Capital Improvement Plan Budget for the Lakefront Management Authority for the Fiscal Year Ending on June 30, 2022.

A motion was offered by Commissioner Romero, was seconded by Commissioner Green, and was unanimously adopted, to approve the General Operating Budget and Capital Improvement Plan Budget for the Lakefront Management Authority for the Fiscal Year Ending on June 30, 2022.

Director Capo advised that staff did not increase revenues dramatically for concern about the economic conditions surrounding the COVID-19; he explained that restaurants were reopening, and fuel sales were increasing. He advised that additional slips at Orleans Marina and parcels were going to be available for lease.

He explained that ad valorem tax payments due to the LMA had not yet been remitted.

Chair Heaton inquired about the threshold to amend the budget.

He advised that a shift of 5% in revenues or expenditures must be brought to the Board for approval and advised that there may be an adjustment for the current year’s budget.

Chair Heaton inquired if the capital improvement budget priorities have changed. Director Capo advised that some items had rolled off as they had been completed; however, all other items previously adopted in the capital improvement budget remain. He advised that \$150,000 had been committed to lakefront shelter improvements for the next fiscal year.

He advised that most of the Airport projects could be funded through the FAA and LaDOTD to become realized.

MOTION: 01-032521
RESOLUTION: 01-03252
BY: COMMISSIONER ROMERO
SECOND BY: COMMISSIONER GREEN

March 25, 2021

1) Motion to approve the General Operating Budget and Capital Improvement Plan Budget for the Lakefront Management Authority for the Fiscal Year Ending on June 30, 2022.

RESOLUTION

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

WHEREAS, the Finance Committee of the Management Authority reviewed the financial projections for the Fiscal Year Ending June 30, 2022 at the Finance Committee Meeting held on March 11, 2020 and the projections also were discussed at prior Finance Committee Meetings;

WHEREAS, the estimated funding amounts and expenditures, as detailed by the line item budgets for the Fiscal Year Ending June 30, 2022, were as follows:

FISCAL YEAR 2021-2022 GENERAL OPERATING BUDGET

REVENUES	
Recurring	\$6,257,692.00
Ad valorem taxes	\$2,100,000.00
Other Revenue	\$ 76,500.00
TOTAL REVENUES	\$8,434,192.00

EXPENDITURES	
<u>Operations</u>	<u>\$8,434,192.00</u>
TOTAL EXPENDITURES	\$8,434,192.00

FISCAL YEAR 2021-2022 CAPITAL IMPROVEMENT PLAN BUDGET

REVENUES

Grant funding	\$9,682,618.00
LMA Unrestricted Reserves	\$2,355,000.00
Prior Yr Cap'I Reserves	\$ 390,000.00
TBD	\$ 750,000.00
TOTAL REVENUES	\$13,177,618.00

EXPENDITURES

<u>Capital MM&CI</u>	<u>\$13,177,618.00</u>
TOTAL EXPENDITURES	\$13,177,618.00

WHEREAS, the Management Authority is mandated by Louisiana law to submit an approved budget by April 1st of each year to the Joint Legislative Committee on the Budget and other oversight authorities;

WHEREAS, a Special Meeting of the Finance Committee was held on March 11, 2021 with Committee members and other Commissioners in attendance; and,

WHEREAS, the Management Authority resolved that it was in the best interest of the Management Authority to approve the 2021-2022 General Operating and Capital Improvement Plan Budgets.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves and adopts the Fiscal Year Ending June 30, 2022 General Operating Budget and Capital Improvement Plan Budget set forth above.

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

2) Motion to approve revisions and amendments to the Orleans Marina and South Shore Harbor Marina Slip Leases.

A motion was offered by Commissioner Fierke, seconded by Commissioner Cohn, and was unanimously adopted, to approve revisions and amendments to the Orleans Marina and South Shore Harbor Marina Slip Leases.

Brad Vanhooose, Harbor Master, advised that the new lease would be renewed July 1, 2021, and they must give the tenants a 90-day notice of the changes. Mr. Vanhooose said the changes were minor but would assist in mitigating issues with tenants obtaining new vessels, slip transfers, and other matters.

Commissioner Brien advised that the changes had been vetted at the last Marina Committee Meeting.

Commissioner Fierke asked if the rates remained the same. Mr. Vanhooose confirmed the rates would not change.

MOTION: 02-032521
RESOLUTION: 02-032521
BY: COMMISSIONER FIERKE
SECONDED BY: COMMISSIONER COHN

March 25, 2021

2) Motion to approve revisions and amendments to the Orleans Marina and South Shore Harbor Marina Slip Leases

RESOLUTION

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

WHEREAS, the Orleans Marina and South Shore Harbor Marina are non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority (the “Marinas”);

WHEREAS, the Marinas include slips on the piers in the Marinas that are leased by the Management Authority for the mooring of vessels (the “slip leases’ or “leases”);

WHEREAS, the terms and conditions of the current slip leases were approved by the Management Authority and provide that the terms of the leases are for one year commencing on July 1st of each year, are renewed annually unless terminated by written notice of either party and that the Management Authority may revise and add terms and conditions to the leases provided notice is given to the lessees not less than 90 days before July 1st of each year;

WHEREAS, the Marina Manager and Management Authority Staff proposed the following amendments and additional terms and conditions to the leases to take effect for the annual term of the leases that commence on July 1, 2021:

1. Adding a provision on boat sales in the Marinas to require that boats be registered with the Marina to place For Sale signs by brokers on boats docked in the Marinas; prohibiting solicitation of sales of boats in the Marinas; requiring that either the owner or agent of the owner accompany prospective buyers to view boats that are for sale located in the Marinas; and, requiring written approval for brokers desiring to operate in the Marinas.

2. Requiring that upon the sale of a vessel for which a Slip Lease Agreement was obtained, that the lessee notify the Marina Office and that the vessel be removed from the slip within ten (10) days from the date sold; providing that the lessee may upon notice retain his/her lease for ninety (90) days pending the acquisition of another vessel and that the lessor may authorize a one-

time ninety (90) day extension; providing that the lessee must provide a notarized Bill of Sale upon acquisition of a vessel; providing that the Harbor Master has the right to make use of the slip for visitors or transients during this transition period; and, providing that if the lessee acquires another vessel within this ninety (90) day period that he/she shall, on or before the date of his/her next rent payment, execute a Tenant Information Form, at which time all new registration or documentation regarding ownership of the new vessel must be provided to the Marina.

3. Adding a provision on slip transfers that provides that the use of a slip lease is personal to the lessee and that a person purchasing a vessel or interest therein does not acquire any rights to the lease of the slip, that to obtain moorage rights within the Marinas the lessee must request a Slip Transfer, the purchaser must apply for a Slip Lease, the Slip Transfer must be approved by the lessor and if the lessor approves a Slip Transfer, the lessee shall be responsible to pay a transfer fee equal to one (1) quarterly rental payment due under the slip lease.

4. Amendments to Attachment II of the leases that sets forth the Marina Rules and Regulation to require that Tenants must supply a pet registration form, vaccination records, and color photograph of their pets brought into the Marinas to the Harbor Master and providing that tenants or any guests who violate animal restrictions will be subject to charges, damages, eviction, and other remedies provided in the leases; prohibiting use of washers and dryers in the laundries for certain items; requiring that shore power cords be kept out of the water; and, requiring storage of water hoses.

5. Requiring thirty (30) days notice for any request for early cancellation of a slip lease.

WHEREAS, a copy of a slip lease with these proposed revisions, additional terms and conditions and other minor revisions, which are highlighted, is attached to this Resolution;

WHEREAS, the Marina Committee of the Management Authority at its monthly meeting held on March 18, 2021, after considering the proposed lease amendments and the recommendations of Staff, voted to recommend that the Management Authority approve the revisions and amendments to the leases set forth above; and,

WHEREAS, the Management Authority after considering the recommendation of the Marina Committee resolved it was in the best interest of the Orleans Levee District to approve the proposed amendments to the leases set forth above.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority hereby approves the revisions and amendments to the Slip Leases for the Orleans Marina and South Shore Harbor Marina set forth above and in the copy of the Slip Lease attached to this Resolution.

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

3) Motion to authorize the Executive Director, Louis J. Capo, to pay the \$2,500 insurance deductible to Liberty Mutual Insurance Company in connection to the settlement of the subrogation claim for alleged damages arising from a December 31, 2017 vessel grounding at South Shore Harbor.

A motion was offered by Commissioner Fierke, seconded by Commissioner Cohn, and was unanimously adopted to authorize the Executive Director, Louis J. Capo, to pay the \$2,500 insurance deductible to Liberty Mutual Insurance Company in connection to the settlement of the subrogation claim for alleged damages arising from a December 31, 2017 vessel grounding at South Shore Harbor.

Mr. Dye clarified that the LMA would not be admitting any liability to the claim with the settlement, and most of the settlement would be paid through the LMA’s insurance policy.

MOTION: 03-032521
RESOLUTION: 03-032521
BY: Commissioner Fierke
SECONDED BY: Commissioner Cohn

March 25, 2021

3) Motion to authorize the Executive Director, Louis J. Capo, to pay the \$2,500 insurance deductible to Liberty Mutual Insurance Company in connection to the settlement of the subrogation claim for alleged damages arising from a December 31, 2017 vessel grounding at South Shore Harbor.

RESOLUTION

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

WHEREAS, on December 31, 2017, a 2008 51-foot Sea Ray Sedan Bridge motor vessel owned by Jonathan Landes ran aground near the entrance to South Shore Harbor;

WHEREAS, Jonathan Landes and his insurer, Lloyds of London, claim the grounding and the damages incurred to the Sea Ray M/V were the result of an improperly maintained and marked navigation channel;

WHEREAS, the Lakefront Management Authority received a subrogation claim from a law firm acting on the behalf of Certain Underwriters at Lloyd of London which paid to repair the Sea Ray M/V owned by Jonathan Landes;

WHEREAS, the Lakefront Management Authority tendered the subrogation claim to its insurance provider, Liberty Mutual Insurance Company;

WHEREAS, Liberty Mutual Insurance Company has negotiated a settlement of the disputed subrogation claim on the behalf of the Non-Flood Protection Asset Management Authority, Lakefront Management Authority, and the Orleans Levee District with no admission of fault or liability;

WHEREAS, the settlement amount for the disputed claims is SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS;

WHEREAS, the attached settlement agreement has been executed by a representative of the Certain Underwriters at Lloyd of London as complete satisfaction for the disputed claim;

WHEREAS, the attached settlement agreement releases the Non-Flood Protection Asset Management Authority, Lakefront Management Authority, and the Orleans Levee District from liability in connection to the alleged damages to the Sea Ray M/V;

WHEREAS, Liberty Mutual Insurance Company has already or will pay the SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS settlement amount to the Certain Underwriters at Lloyd of London subject to the Lakefront Management Authority's payment of the TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) policy deductible; and

WHEREAS, the settlement that has been reached is in the best interests of the Lakefront Management Authority and it is further in the best interests of the Lakefront Management

Authority to delegate to the Executive Director the authority needed to pay the TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) policy deductible to Liberty Mutual Insurance Company;

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Executive Director be and is hereby authorized to pay the TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) policy deductible to Liberty Mutual Insurance Company in connection to the settlement of the disputed claim for damages to the 2008 Sea Ray M/V arising from the grounding of the vessel near the entrance to South Shore Harbor on December 31, 2017 and any other incidental expenses that may arise in connection to this matter;

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

4) Motion to authorize the Executive Director or Chair of the Management Authority to endorse, on behalf of the Lakefront Management Authority and the Orleans Levee District, FEMA Check No.671561, in the amount of \$55,000.00, dated on February 11, 2021, to Crescent City Marine Group, Inc., to reimburse Crescent City Marine Group, Inc. for costs incurred for damage repairs made to the improvements located on the property in the Orleans Marina leased by Crescent City Marine Group, Inc. from the Lakefront Management Authority.

A motion was offered by Commissioner Fierke, was seconded by Commissioner Romero, and was unanimously adopted to authorize the Executive Director or Chair of the Management Authority to endorse, on behalf of the Lakefront Management Authority and the Orleans Levee District, FEMA Check No.671561, in the amount of \$55,000.00, dated on February 11, 2021, to Crescent City Marine Group, Inc., to reimburse Crescent City Marine Group, Inc. for costs incurred for damage repairs made to the improvements located on the property in the Orleans Marina leased by Crescent City Marine Group, Inc. from the Lakefront Management Authority.

Director Capo advised the Board that the check was for damages to movables within the improvements as a result of Hurricane Zeta, and staff had inspected the premises to verify that the movables had been replaced. He further explained that the LMA is an additionally insured party, so they must endorse the check.

MOTION: 04-032521
RESOLUTION: 04-032521
BY: COMMISSIONER FIERKE
SECONDED: COMMISSIONER ROMERO

March 25, 2021

4) Motion to authorize the Executive Director or Chair of the Management Authority to endorse, on behalf of the Lakefront Management Authority and the Orleans Levee District, FEMA Check No.671561, in the amount of \$55,000.00, dated on February 11, 2021, to Crescent City Marine Group, Inc., to reimburse Crescent City Marine Group, Inc. for costs incurred for damage repairs made to the improvements located on the property in the Orleans Marina leased by Crescent City Marine Group, Inc. from the Lakefront Management Authority.

RESOLUTION

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

WHEREAS, the Orleans Marina is one of the non-flood protection assets of the District under the management and control of the Management Authority;

WHEREAS, the former Board of Commissioners of the Orleans Levee District on October 4, 1996 entered into a written lease with Schubert’s Marine Sales and Services, Inc., for certain property located on the New Basin Canal in the Orleans Marina, which provided that the leased premises would be used for industrial marine services, sales of marine products, a day store and for mooring and wharfage (the “Lease”);

WHEREAS, subsequently the Board approved a request by Schubert’s Marine Sales and Services, Inc. to assign the Lease to Crescent City Marine Group, Inc. (“Lessee”), effective December 30, 2002;

WHEREAS, thereafter the Lease was amended to provide additional terms and conditions approved by resolutions adopted by the Management Authority;

WHEREAS, under the terms of the Lease, Lessee agreed at its expense to maintain throughout the term of this lease all Risk Property insurance covering the full replacement cost of the improvements located on the Leased Premises, flood insurance on the improvements and to name the Management Authority and Orleans Levee District as additional insureds on the policies;

WHEREAS, the improvements located on the lease premises were damaged as a result of the impact of Hurricane Zeta, which struck the City of New Orleans on October 31, 2020;

WHEREAS, Lessee had the damage to the improvements located on the leased premises repaired at its expense and thereafter received Check No. 647374, dated on December 16, 2020, in the amount of \$24,584.34, from the Federal Emergency Management Agency ("FEMA") for partial payment of the cost of repairs of the buildings and improvements, which check was made payable jointly to Lessee, the Management Authority and the Orleans Levee District;

WHEREAS, Lessee requested that the Management Authority endorse the check issued by FEMA to Lessee to reimburse Lessee for the costs incurred for the damage repairs made by Lessee and the Director of Operations and Engineering of the Management Authority inspected and approved the repairs made by Lessee to the improvements located on the leased premises;

WHEREAS, the Executive Director and staff of the Management Authority recommended that the Management Authority authorize the Executive Director or Chair of the Management Authority to endorse the check issued by FEMA to the Lessee to reimburse Lessee for the costs incurred for the damage repairs made by Lessee, and at the January Board Meeting the

Management Authority adopted a resolution that authorized the endorsement of the check to Crescent City Marine Group, Inc.;

WHEREAS, FEMA subsequently issued Check No. 671561, dated on February 11, 2021 in the amount of \$55,000.00, for final payment of the cost of the repairs which check also was made payable jointly to Lessee, the Management Authority and the Orleans Levee District;

WHEREAS, Lessee requested that the Management Authority endorse this check to Lessee to reimburse Lessee for the costs incurred for the damage repairs, and the Director of Operations and Engineering of the Management Authority inspected and approved the repairs made by Lessee;

WHEREAS, Lessee's request was considered by the Commercial Real Estate Committee of the Management Authority at its meeting held on March 18, 2021, however there was no quorum and no vote could be made on a recommendation on this request; and,

WHEREAS, the Management Authority after considering this request resolved that it was in the best interest of the District to approve the request by Lessee.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority authorizes the Executive Director or Chair of the Management Authority to endorse, on behalf of the Lakefront Management Authority and the Orleans Levee District, FEMA Check No. 671561, in the amount of \$55,000.00, dated on February 11, 2021, to Crescent City Marine Group, Inc., to reimburse Crescent City Marine Group, Inc. for costs incurred for damage repairs made to the buildings and improvements located on the property in the Orleans Marina leased by Crescent City Marine Group, Inc. from the Lakefront Management Authority.

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero

NAYS: None

ABSTAIN: None

ABSENT: Richard, Watters

RESOLUTION PASSED: YES

5) Motion to approve a lease with Shotgun Design Group, LLC of the property located at Municipal Address 6516 Spanish Fort Boulevard, located in the Lake Vista Community Center (LVCC), for a term of two years, for an annual rental of \$18,309.00, with one 2-year option to renew, and under the standard terms and conditions for leases in the LVCC.

A motion was offered by Commissioner Fierke, was seconded by Commissioner Meadowcroft, and was unanimously adopted to approve a lease with Shotgun Design Group, LLC of the property located at Municipal Address 6516 Spanish Fort Boulevard, located in the Lake Vista Community Center (LVCC), for a term of two years, for an annual rental of \$18,309.00, with one 2-year option to renew, and under the standard terms and conditions for leases in the LVCC.

Al Pappalardo, Real Estate Consultant to the LMA, advised that it had been discussed at the Commercial Real Estate Committee, though no action was taken as there was no quorum to vote to recommend.

MOTION: 05-032521
RESOLUTION: 05-032521
BY: COMMISSIONER FIERKE
SECONDED BY: COMMISSIONER MEADOWCROFT

March 25, 2021

5) Motion to approve a lease with Shotgun Design Group, LLC of the property located at Municipal Address 6516 Spanish Fort Boulevard, located in the Lake Vista Community Center (LVCC), for a term of two years, for an annual rental of \$18,309.00, with one 2-year option to renew, and under the standard terms and conditions for leases in the LVCC.

RESOLUTION

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

WHEREAS, the Lake Vista Community Center (“LVCC”) is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

WHEREAS, Shotgun Design Group, LLC, a domestic limited liability company which operates an interior and production design business, proposed to lease Municipal Address 6516 Spanish Fort Boulevard located in the LVCC for a term of two (2) years, commencing on May 1, 2021, with a rental rate of \$17.00 per square foot, for an annual rental of \$18,309.00, payable in monthly installments of \$1,525.75 in advance of the beginning of each month, and with one 2-year option to renew, with a rental rate during the option term at the prevailing rental rate for space in the LVCC on the commencement date of the option term;

WHEREAS, the lease proposal by Shotgun Design Group, LLC was considered during the monthly meeting of the Commercial Real Estate Committee of the Management Authority on March 18, 2021, however there was no quorum and no vote could be made on a recommendation on this lease proposal; and,

WHEREAS, the Management Authority after considering the recommendation of Staff resolved that it was in the best interest of the District to approve the proposed lease with Shotgun Design Group, LLC under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority approves a lease with Shotgun Design Group, LLC for Municipal Address 6516 Spanish Fort Boulevard, located in the Lake Vista Community Center, for a primary term of two years, commencing on May 1, 2021, with a rental rate of \$17.00 per square foot, for an annual rental of \$18,309.00, payable in monthly installments of \$1,525.75 in advance of the beginning of each month, with one 2-year option to renew, with a rental rate at the prevailing rental rate for space

in the LVCC at the commencement of the option term, and under the standard terms and conditions for leases in the Lake Vista Community Center by the Lakefront Management Authority;

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

6) Motion to approve a lease with Courtney A. Enderle and Phillips J. Cusimano of the property located at Municipal Address 6508 Spanish Fort Boulevard, in the Lake Vista Community Center (LVCC), for a term of one year with two (2) 1-year options to renew, with an annual rental during the primary term of the lease of \$26,333.00, for operation of the Bird's Nest Café.

A motion was offered by Commissioner Meadowcroft, seconded by Romero, and was unanimously adopted to approve a lease with Courtney A. Enderle and Phillips J. Cusimano of the property located at Municipal Address 6508 Spanish Fort Boulevard, in the Lake Vista Community Center (LVCC), for a term of one year with two (2) 1-year options to renew, with an annual rental during the primary term of the lease of \$26,333.00, for operation of the Bird's Nest Café.

Chair Heaton requested that the Letter of Support from the Lake Vista Property Owners Association be included in the record:

LAKE VISTA PROPERTY OWNERS ASSOCIATION
P. O. Box 24430
New Orleans, LA 70184-4430

March 1, 2021

VIA EMAIL

Mr. Louis Capo
Executive Director
Lakefront Management Authority
6001 Stars and Stripes Blvd.
New Orleans, LA 70126

Re: Bird's Nest Cafe

Dear Louis:

I am writing to you with respect to the renewal of the lease for the Bird's Nest Café.

The Bird's Nest has provided Lake Vista residents has been a marvelous addition to the Lakeview Community Center. Courtney Enderle and Phil Cusimano have worked tirelessly to make the Bird's Nest successful and a meeting place for Lake Vista residents. Our residents value the Bird's Nest and want to see it successful.

I understand that the Bird's Nest is in negotiations with the LMA to expand their use of the premises to include grab and go catering items and meals which they will cook offsite and bring in coolers to Bird's Nest from which the catering items and meals will be sold. I understand the Bird's Nest also wants to be able to sell wine for consumption off premises. The expansion of the services offered by the Bird's Nest will provide a great convenience to our residents who will be able to walk over to pick up dinner and a bottle of wine and provide Courtney and Phil with an opportunity to build on their success.

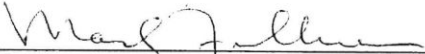
I am writing to you to let you know that the Lake Vista Property Owner's Association supports the expansion of the services offered at the Bird's Nest. We believe that the addition of these services at the Lake Vista Community Center will bring additional value to the Center and to the residents of Lake Vista.

Glad to have a call.

With best regards,

Very truly yours,

LAKE VISTA PROPERTY OWNERS
ASSOCIATION

By: 
Mark A. Fullmer, President

cc (via email): Courtney Enderle
Phil Cusimano

PD.31258924.1

Director Capo said staff had received two other letters of support for the Bird's Nest selling packaged beer and wine and additional grab-and-go foods.

MOTION: 06-032521

RESOLUTION: 06-032521
BY: COMMISSIONER MEADOWCROFT
SECONDED BY: COMMISSIONER ROMERO

March 25, 2021

- 6) **Motion to approve a lease with Courtney A. Enderle and Phillips J. Cusimano of the property located at Municipal Address 6508 Spanish Fort Boulevard, in the Lake Vista Community Center (LVCC), for a term of one year with two (2) 1-year options to renew, with an annual rental during the primary term of the lease of \$26,333.00, for operation of the Bird’s Nest Café.**

RESOLUTION

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

WHEREAS, the Lake Vista Community Center (“LVCC”) is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

WHEREAS, Courtney A. Enderle and Phillips J. Cusimano (“Lessees”) , in April of 2017, pursuant to the terms of a written lease agreement approved by the Management Authority, leased Municipal Address 6508 Spanish Fort Boulevard, Store B in the Lake Vista Community Center, (the ‘leased premises”), containing 1,549 square feet more or less, for a rental rate during the primary term of the lease of \$16.00 per square foot and at the prevailing rental rate for space in the LVCC during the option terms, for the purpose of operating a café, known as the Bird’s Nest Café, serving, among other things, gourmet coffees, espresso, cold and hot drip coffees, lattes, frozen coffee and hot and iced teas;

WHEREAS, the lease was for a term of three (3) years and fifteen (15) days, commencing on April 15, 2017 and ending on April 30, 2020, with one 1-year option to renew;

WHEREAS, the Lessees exercised the one year option to renew and the lease will expire on April 30, 2021;

WHEREAS, the Lessees requested a new lease for a term of one year, with two 1-year options to renew, commencing on May 1, 2021, with a rental rate during the primary term of the lease of \$17.00 per square foot, for an annual rental of \$26,333.00, payable in monthly installments of \$2,194.41, in advance of the beginning of each month, and at the prevailing rental rate for space in the LVCC during the option terms;

WHEREAS, the Lessees also requested that the permitted food and beverage products sold on the leased premises be expanded to include the sale of “grab and go” prepackaged meals and packaged to go beer and wine; and,

WHEREAS, the Commercial Real Estate Committee of the Management Authority at its monthly meeting held on March 18, 2021 considered the proposed lease; however, there was no quorum and no vote could be made on a recommendation on the proposed lease; and,

WHEREAS, the Management Authority after considering the proposed lease and recommendation of Staff resolved it was in the best interest of the Management Authority to approve the lease under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority approves a lease with Courtney A. Enderle and Phillips J. Cusimano for the property located at Municipal Address 6508 Spanish Fort Boulevard, Store B in the Lake Vista Community Center, for a term of one year, with two 1-year options to renew, commencing on May 1, 2021, with a rental rate during the primary term of the lease of \$17.00 per square foot, for an annual rental of \$26,333.00, payable in monthly installments of \$2,194.41, in advance of the beginning of each month, and at the prevailing rental rate for space in the LVCC during the option terms, and the lease shall permit the sale of “grab and go” prepackaged meals and packaged to go beer and wine, in addition to the food and beverage products allowed under the

current lease for the leased premises, and under the standard terms and conditions for leases in the Lake Vista Community Center by the Management Authority.

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

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

7) Motion to approve a lease with Sintes Boatworks, Inc. for a term of ten years with two (2) 10-year options to renew, for an annual rental of \$56,000.00, commencing on July 1, 2021.

A motion was offered by Commissioner Cohn, seconded by Commissioner Meadowcroft, and was unanimously adopted, to approve a lease with Sintes Boatworks, Inc. for a term of ten years with two (2) 10-year options to renew, for an annual rental of \$56,000.00, commencing on July 1, 2021.

Gerry Metzger, Legal Counsel to the LMA, informed the Board that he, Director Capo, and Mr. Pappalardo had been conferring with Mr. Sintes and his legal counsel to negotiate the lease. He explained that an appraisal had been performed, and the lease was a quadruple net lease. He added that it was his understanding that Sintes Boatworks was the oldest continuously operating boatyard in Louisiana.

Mr. Pappalardo advised that the lease would be a 10-year lease with 10-year option, and the new lease would allow them to continue to serve the marine community.

Director Capo informed the Board that Mr. Lawrence Sintes has been a reliable tenant and provides vital services for marina tenants in the area.

MOTION: 07-032521
RESOLUTION: 07-032521
BY: COMMISSIONER COHN
SECONDED BY: COMMISSIONER MEADOWCROFT

March 25, 2021

7) Motion to approve a lease with Sintes Boatworks, Inc. for a term of ten years with two (2) 10-year options to renew, for an annual rental of \$56,000.00, commencing on July 1, 2021.

RESOLUTION

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

WHEREAS, the Orleans Marina located in 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 (“Marina”);

WHEREAS, Sintes Boatworks, Inc., a Louisiana corporation, (“Sintes Boatworks”), has leased since 1973 certain land and water bottoms located on West Roadway in the Marina, having an area of 27,620 square feet more or less, which leased property is more fully described on Orleans Levee Board Drawing 4554 dated on January 16, 1973 (‘property”);

WHEREAS, Sintes Boatworks owns and operates a marine sales and services business on the property that provides essential marine products and services to the Management Authority’s slip and boathouse tenants in the Marina and to the local boating community;

WHEREAS, Sintes Boatworks current lease for the property will expire on June 30, 2021 and has agreed to enter into a new lease for the property under the terms and conditions set forth below;

WHEREAS, the current lease for the property provides that upon the expiration of the lease that the buildings and improvements owned by Sintes Boatworks located on the property will become the property of the lessor without payment of any compensation or other consideration to the lessee;

WHEREAS, the Staff of the Management Authority after discussions with representatives of Sintes Boatworks had the property appraised by Geoff Lutz, a licensed

Louisiana appraiser, and the appraised annual rental reported by Mr. Lutz for the land, water bottoms, buildings and improvements on the leased premises was \$56,000.00;

WHEREAS, Sintes Boatworks has agreed to lease the property, including the buildings and improvements located on the property, for the exclusive purpose of operating its marine sales and services business, for a primary term of ten years, commencing on July 1, 2021, with two (2) ten year options to renew, for an annual rent of \$56,000.00, which annual rent will be payable in monthly installments on the first day of each month and will be subject to a Consumer Price Index adjustment every five years and an adjustment based on an appraisal of the land, water bottoms, buildings and improvements located thereon every ten years; and, has also agreed that the proposed lease will include the standard terms and conditions for the lease of District property and Triple Net Lease provisions, including but not limited to, provisions providing that the lessee shall be responsible for all payment of any and all repairs and replacements of the buildings and improvements on the leased property, taxes assessed on the buildings and improvements located on the property and for the payment of the premiums for property, liability, workers compensation and Longshoreman and Harbor Workers Compensation insurance, and flood insurance on the buildings and improvements located on the leased property, during the term of the lease, and which lease will be personally guaranteed by Lawrence Sintes;

WHEREAS, the Commercial Real Estate Committee of the Management Authority at its monthly meeting held on March 18, 2021 considered the proposed lease, however there was no quorum and no vote could be made on a recommendation on the proposed lease; and,

WHEREAS, the Management Authority after considering the proposed lease and recommendation of Staff resolved it was in its best interest to approve a lease with Sintes Boatworks under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED that the Lakefront Management Authority hereby approves a lease with Sintes Boatworks, Inc. of the property described on Orleans Levee Board Drawing 4554, dated on January 16, 1973, including the buildings and improvements located on the property, for the exclusive purpose of operating a marine sales and services business, for a primary term of ten years, commencing on July 1, 2021, with two (2) ten year options to renew, for an annual rent of \$56,000.00, which annual rent will be payable in monthly installments on the first day of each month and will be subject to a Consumer Price Index adjustment every five years and an adjustment based on an appraisal of the land, water bottoms, buildings and improvements located thereon every ten years; and the lease will also include the standard terms and conditions for the lease of Orleans Levee District property and Triple Net Lease provisions, including but not limited to provisions providing that the lessee shall be responsible for payment for any and all repairs and replacements of the buildings and improvements located on the leased property, payment of any property taxes assessed on the building and improvements located on the leased property and for the payment of the premiums for property, liability, workers compensation and Longshoreman and Harbor Workers Compensation insurance during the term of the lease, and which lease shall be personally guaranteed by Lawrence Sintes.

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

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

**YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert,
Lapeyrolerie, Meadowcroft, Rodgers, Romero**
NAYS: None
ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

8) Motion to select an engineering firm(s) for the Master Services Agreement to provide professional services at the New Orleans Lakefront Airport.

A motion was offered by Commissioner Fierke and was seconded by Commissioner Meadowcroft to approve the selection of AIMS Group Inc., Design Engineering, Inc., ECM Consultants, Inc., Evans-Graves Engineers, Inc., Garver, LLC, Infinity Engineering Consultants, LLC, Infrastructure Consulting & Engineering, PLLC, Linfield, Hunter & Junius, Inc. Michael Baker International, Inc., Richard C. Lambert Consultants, LLC, and Stanley Consultants, Inc. for a Master Services Agreement for professional services at the New Orleans Lakefront Airport.

Commissioner Fierke explained that the top 11 respondents had similar scores. Commissioner Meadowcroft added that she believed it was most astute to accept the top 11 of the 12 firms.

Commissioner Meadowcroft added that only the 11 firms, if selected, would be eligible to submit proposals for task orders.

Commissioner Lapeyrolerie voted in opposition to the motion. All other commissioners in attendance voted in favor. The motion carried.

MOTION: 08-032521
RESOLUTION: 08-032521
BY: COMMISSIONER FIERKE
SECONDED: COMMISSIONER MEADOWCROFT

March 25, 2021

8) Motion to approve the selection of AIMS Group Inc., Design Engineering, Inc., ECM Consultants, Inc., Evans-Graves Engineers, Inc., Garver, LLC, Infinity Engineering Consultants, LLC, Infrastructure Consulting & Engineering, PLLC, Linfield, Hunter & Junius, Inc. Michael Baker International, Inc., Richard C. Lambert Consultants, LLC, and Stanley Consultants, Inc. for a Master Services Agreement for professional services at the New Orleans Lakefront Airport.

RESOLUTION

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

WHEREAS, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the “Airport”);

WHEREAS, the Management Authority issued a Request for Qualifications for submittal of qualifications from firms interested in performing engineering, construction administration and other professional services, per FAA Advisory Circular 150/5100-14E, including but not limited to services for projects included in the capital improvement program with the Federal Aviation Administration (FAA) and the Louisiana Department of Transportation and Development (DOTD) Aviation Section.

WHEREAS, funding for the projects will be provided by the Federal Aviation Administration, pursuant to a FAA Airport Improvement Project Grant, and DOTD;

WHEREAS, the scoring committee scored each submittal individually and met to compile the scores, and presented the results to the Airport Committee;

WHEREAS, selection process for a firm to provide the requested professional services was conducted in accordance with the FAA Advisory Circular 150/5100-14E;

WHEREAS, the selected firms shall only provide services pursuant to Task Orders issued by the Management Authority specifying the scope of professional services to be rendered and compensation for services approved by the Management Authority;

WHEREAS, the Airport Committee at its regularly scheduled meeting held on March 25, 2021, after considering the recommendation of the scoring committee, voted to recommend that

the Management Authority approve the selection of the top 11 respondents for a Master Services Agreement for professional services at the Lakefront Airport; and,

WHEREAS, the Management Authority after considering the recommendation of the Airport Committee and scoring committee resolved that it was in the best interest of the District to approve the selection of the top 11 respondents listed below in alphabetical order for a Master Services Agreement for professional services at the New Orleans Lakefront Airport:

AIMS Group Inc., Design Engineering, Inc., ECM Consultants, Inc., Evans-Graves Engineers, Inc., Garver, LLC, Infinity Engineering Consultants, LLC, Infrastructure Consulting & Engineering, PLLC, Linfield, Hunter & Junius, Inc. Michael Baker International, Inc., Richard C. Lambert Consultants, LLC, Stanley Consultants, Inc.;

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approve the selection of the following firms listed in alphabetical order AIMS Group Inc., Design Engineering, Inc., ECM Consultants, Inc., Evans-Graves Engineers, Inc., Garver, LLC, Infinity Engineering Consultants, LLC, Infrastructure Consulting & Engineering, PLLC, Linfield, Hunter & Junius, Inc. Michael Baker International, Inc., Richard C. Lambert Consultants, LLC, Stanley Consultants, Inc. for a Master Services Agreement for professional services at the New Orleans Lakefront Airport, and each Master Service Agreement's tasking will be issued to firms strictly based on categorical strength of scoring.

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Meadowcroft, Rodgers, Romero

NAYS: Lapeyrolerie

ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

- 9) **Motion to approve the request of Messina Lakefront Airport, LLC to keep Messina's Runway Cafe in the Terminal at the New Orleans Lakefront Airport closed from January 6, 2021 through April 6, 2021 because of the Coronavirus Pandemic and regulatory restrictions on the operation of restaurants in the City of New Orleans.**

Gerry Metzger advised the Board that the Airport Committee had voted to defer the item.

A substitute motion was offered by Commissioner Romero, seconded by Commissioner Meadowcroft to refer the motion back to the Airport Committee. Commissioner Fierke abstained. All other Commissioners voted in favor. The motion carried.

- 10) **Motion to approve a lease with Messina Lakefront Airport, LLC for Suite 121 in the New Orleans Lakefront Airport Terminal under the standard terms and conditions for leases in the New Orleans Lakefront Airport Terminal.**

A motion was offered by Commissioner Cohn and was seconded by Commissioner Green to discuss a lease with Messina Lakefront Airport, LLC for Suite 121 in the New Orleans Lakefront Airport Terminal under the standard terms and conditions for leases in the New Orleans Lakefront Airport Terminal.

Mr. Martin explained that two Airport Committee members voted to recommend the item, two voted not to recommend the item, and one Commissioner abstained; so, there was no recommendation from the Committee.

He explained that Messina's had historically stored their event furniture in the suite. He indicated that it was not fully built out, but it was habitable. He said it was staff's mission to collect rent on the suite.

Commissioner Lapeyrolerie clarified that Suite 121 was not part of their master lease, and they already have office space included in their lease. She explained that Mr. Messina alleges that a prior administration told him that he could use the space at no charge; however, the current administration was attempting to hold him accountable. She said that staff lets Messina's staff in and out of the space so they can access their furniture after locks had been rekeyed. She offered that they could find another tenant.

Commissioner Fierke stated his position was to collect rent from Messina's. He understood others' position on wanting to find a new tenant.

Commissioner Romero asked if Mr. Messina had agreed to pay rent moving forward. Staff confirmed they had met with Mr. Messina, and he had agreed.

Commissioner Lapeyrolerie explained that Mr. Messina refuses to pay back rent because no lease agreement was in place, and they did not want to pay the market rate rent.

Commissioner Green inquired about how long they had occupied the space and approximately how much would have been owed to the LMA.

Director Capo said they had occupied the space for at least two to three years. Director Capo made the recommendation, if the Board were to move forward with lease, that they do not make the lease concurrent with his master lease but consider a shorter term of one year so the issue could be revisited.

Commissioner Green offered that staff could propose an above market rate since they have not paid in the past.

Commissioner Green offered a substitute motion to defer the item and refer it back to the Airport Committee. The motion was seconded by Commissioner Cohn and was unanimously approved.

11) Motion to approve a lease with Airware Transportation and Logistics, LLC for Suite 244 in the New Orleans Lakefront Airport Terminal, for a primary term of two (2) years with two (2) 2-year options to renew, under the standard terms and conditions for leases in the New Orleans Lakefront Airport Terminal.

A motion was offered by Commissioner Fierke, seconded by Commissioner Meadowcroft, and was unanimously adopted to approve a lease with Airware Transportation and Logistics, LLC for Suite 244 in the New Orleans Lakefront Airport Terminal, for a primary term of two (2) years with two (2) 2-year options to renew, under the standard terms and conditions for leases in the New Orleans Lakefront Airport Terminal.

Mr. Martin said the new tenant was referred to the Airport by City Councilwoman Nguyen and stated that the tenant was an airport consulting firm and was in good standing with the Secretary of State.

MOTION: 11-032521
RESOLUTION: 11-032521
BY: COMMISSIONER FIERKE
SECONDED: COMMISSIONER MEADOWCROFT

March 25, 2021

11) Motion to approve a lease with AIRWARE TRANSPORTATION AND LOGISTICS, LLC for Suite 244 in the Lakefront Airport Terminal for a primary term of two-years with two (2) year options to renew under the standard terms and conditions for leases in the Lakefront Airport Terminal.

RESOLUTION

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

WHEREAS, the Management Authority manages, operates and administers the New Orleans Lakefront Airport, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, which is a non-flood protection asset owned by the Orleans Levee District (“Airport”);

WHEREAS, AIRWARE TRANSPORTATION AND LOGISTICS, LLC (“AIRWARE”) proposed to lease Suite 244, containing 660 square feet, in the Terminal at the Airport (“Terminal”), to use as an office for its aviation logistics business, under the terms and conditions set forth below;

WHEREAS, the proposed lease will be for a primary term of two (2) years, with a base annual rental of \$19,800.00 payable in equal monthly installments of \$ 1,650.00, with two (2) two year options to renew, subject to a CPI adjustment of the annual rental rate at the commencement of the option terms; and, the lease will include the standard terms and conditions for leases in the Terminal and will also provide that the lessee will be responsible to pay an additional rent, consisting of a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$ 266.20 per month during the first year of the lease, and which additional rent for the pro-rata share of the insurance and utility charges will be recalculated each year on the anniversary date of the lease;

WHEREAS, the Airport Committee at its regularly scheduled meeting held on March 25, 2021 discussed the proposal to lease Suite 244 by AIRWARE, and the Committee voted to

recommend that the Management Authority approve the lease with AIRWARE under the terms and conditions set forth above; and;

WHEREAS, the Management Authority after considering the terms of the proposed lease resolved that it was in the best interest of the Airport and the Orleans Levee District to approve the proposed lease with AIRWARE under the terms and conditions set forth above.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority approves a lease of Suite 244 in the Terminal at the New Orleans Lakefront Airport with AIRWARE TRANSPORTATION AND LOGISTICS, LLC, commencing on April 1,2021, for a primary term of two (2) years, with a base annual rental of \$19,800.00 payable in equal monthly installments of \$ 1,650.00, with two (2) two-year options to renew, subject to a CPI adjustments of the annual rental rate at the commencement of the option terms; and, the lease shall include the standard terms and conditions for leases in the Terminal and shall also provide that the lessee will pay an additional rent, consisting of a pro-rata share of the insurance premiums, electricity and gas charges at the Terminal, which will be \$ 266.20 per month, resulting in a total monthly rental of \$ 1,916.20 during the first year of the term of the lease, and which additional rent for the pro-rata share of said insurance and utility charges will be recalculated each year on the anniversary date of the lease.

BE IT HEREBY FURTHER RESOLVED, that the Management Authority Chairman or Executive Director be and is hereby authorized to sign a written lease with AIRWARE TRANSPORTATION AND LOGISTICS, LLC that includes the terms and conditions set forth above and any other documents necessary to carry out the above.

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero
NAYS: None

ABSTAIN: None
ABSENT: Richard, Watters
RESOLUTION PASSED: YES

12) Motion to approve a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal.

A motion was offered by Commissioner Fierke, was seconded by Commissioner Meadowcroft, and was unanimously adopted, to approve a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal.

Mr. Martin explained that the agreement would enable the Airport’s ARFF department to receive assistance more readily from other fire departments and be able to readily assist other departments during times of need. Mr. Martin explained that the costs incurred to the LMA could be reimbursable.

MOTION: 12-032521
RESOLUTION: 12-032521
BY: COMMISSIONER COHN
SECONDED: COMMISSIONER GREEN

March 25, 2021

12) Motion to approve a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal.

RESOLUTION

WHEREAS, the Lakefront Management Authority (“Management Authority” or “Lessor”) 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, located on the south shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, which is a non-flood protection asset owned by the Orleans Levee District (the “Airport”);

WHEREAS, the Management Authority has a Fire Department at the Airport to respond to emergencies and disasters at and near the Airport;

WHEREAS, the Management Authority and the Louisiana Office of the State Fire Marshal recognize the vulnerability of the people and communities located within the Louisiana to damage, injury, and loss of life and property resulting from disasters and/or civil disturbances and emergencies and recognize that disasters and/or civil disturbances and emergencies may present requirements for equipment, services, supplies, manpower and other resources beyond the capacity of any agency or department of the State of Louisiana and of political subdivisions of the State of Louisiana;

WHEREAS, agencies and departments of the State of Louisiana and of political subdivisions of the State of Louisiana must confront threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin and from natural disasters or man-made events, all capable of causing severe damage to property and danger to life;

WHEREAS, agencies and departments of the State of Louisiana and of political subdivisions of the State of Louisiana recognize that mutual aid has been provided among them in the past and have determined that it is in the best interests of local governmental subdivisions and the citizens they serve to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of incidents, emergencies or disasters arising out of natural or man-made events;

WHEREAS, the Management Authority desires to secure for the citizens it serves the benefits of reciprocal mutual aid for the protection of life and property in the event of such incidents, emergencies or disasters;

WHEREAS, the Management Authority and Louisiana Office of the State Fire Marshal (the “parties”) desire to make suitable arrangements for the furnishing of mutual aid to cope with

such incidents, emergencies, disasters and/or civil disturbances and are authorized to enter into such an agreement pursuant to applicable provisions of Louisiana law, including Louisiana Revised Statute Title 29, Section 721 et seq.;

WHEREAS, the parties recognize that a formal agreement for reciprocal mutual aid will allow for better coordination of effort, will provide that adequate equipment and manpower is available, and will help ensure that mutual aid is accomplished in the minimum time possible in the event of a disaster or civil disturbance or emergency;

WHEREAS, the parties recognize and understand that any mutual aid extended under such an agreement and the operational plans adopted pursuant thereto, will be furnished in accordance with the Louisiana Homeland Security and Emergency Assistance and Disaster Act and other applicable provisions of Louisiana law;

WHEREAS, the Airport Committee of the Management Authority at its meeting held on March 25, 2021 considered a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal, for the reasons and purposes set forth above, and under the terms and conditions set forth in the Mutual Aid Agreement attached to this Resolution, and voted to recommend to the Management Authority that it approve entering into a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal; and,

WHEREAS, the Management Authority after considering the recommendation of the Airport Committee resolved that it was in the best interest of the Orleans Levee District to approve a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal, under the terms and conditions set forth in the Mutual Aid Agreement attached to this Resolution.

THEREFORE, BE IT HEREBY RESOLVED, that the Lakefront Management Authority for the reasons set forth above hereby approves entering into a Mutual Aid Agreement with the

Louisiana Office of the State Fire Marshal, under the terms and conditions set forth in the Mutual Aid Agreement attached to this Resolution.

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

YEAS: Heaton, Francis, Fierke, Brien, Bruno, Carr, Cohn, Green, Hebert, Lapeyrolerie, Meadowcroft, Rodgers, Romero

NAYS: None

ABSTAIN: None

ABSENT: Richard, Watters

RESOLUTION PASSED: YES

Announcement of next Regular Board Meeting:

- Thursday, April 22, 2021 – 5:30 P.M.

Adjournment:

A motion was offered by Commissioner Romero, seconded by Commissioner Green, and was unanimously approved to adjourn the meeting. The meeting was adjourned at 7:24 PM.