

**MINUTES OF  
LAKEFRONT MANAGEMENT AUTHORITY  
FULL BOARD MEETING  
HELD ON THURSDAY, MAY 25, 2023**

PRESENT: Commissioner Anthony Richard-Chair  
Commissioner Esmond Carr – Vice Chair  
Commissioner Howard Rodgers, III – Secretary (Left at 6:35 PM)  
Commissioner Stan Brien  
Commissioner Robert Drouant – (Left at 6:28 PM)  
Commissioner Brian Egana  
Commissioner Wilma Heaton  
Commissioner Dawn Hebert  
Commissioner Jennifer W. Herbert  
Commissioner Renee Lapeyrolerie (Left at 6:42 PM)  
Commissioner Sandra Thomas (Arrived at 6:13 PM) (Left at 6:26 PM)  
Commissioner Carlos Williams

ABSENT: Commissioner Adonis Exposé  
Commissioner Monika Gerhart

STAFF: Louis Capo – Executive Director  
Vanessa McKee – Assistant to the Executive Director  
Bruce Martin - Director of Aviation  
Adam Gulino – Director of Operations and Engineering  
Mike Sciavicco – Harbormaster  
Helaine Millner - Marina Manager  
Natalia Carter – OM Staff  
Eli Ivory - IT

ALSO

PRESENT: Jeff Dye – LMA Counsel  
Al Pappalardo – PCI  
Joe Vail – SSH Tenant  
L. Brook – SSH Tenant  
Harold Matherne - Lake Oaks Resident  
Mike Ricci – BBF Counsel  
Mike Boudreaux – Lake Terrace Resident

Ankur Hukmani – Jazz Aviation  
Krystal Hukmani – Jazz Aviation  
Robert Claypool - Gulf Coast  
Susan Welch – Lake Terrace Resident  
Phalon Cornist - LOCA President  
Ashley Haspel – LTPOA – president  
Chris Riemer – Lake Terrace Resident  
V. Dave – Lake Terrace Resident  
Sage Michael – Community Activist  
Joan Garvey – Resident  
Pam & Jerry Clover - S. Roadway  
Gary Wollerman – Lake Terrace Resident  
Tangee Wall – President @ NOE Matters  
Alexcar H. Short – NOE Matters

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The Full Board of the Lakefront Management Authority met on Thursday, May 23, 2023, at the New Orleans Lakefront Airport at 6001 Stars and Stripes Blvd., New Orleans, LA 70126.

**I. Call to Order**

**Chair Richard** called the meeting to order at 5:37 PM

**II. Pledge of Allegiance**

**Chair Richard** lead the Pledge of Allegiance

**III. Roll Call**

**Mr. Capo** called the roll. With (11) members present, a quorum was established.

**IV. Opening Comments – Chair Richard**

**Chair Richard** spoke about the successful Board Training. He thanked the commissioners for taking the time to attend. He thanked Commissioner Egana for taking the lead. He also thanked Mr. Capo for Identifying the presenter.

## **V. Motion to Adopt Agenda**

**A motion to adopt the agenda was offered by Commissioner Rodgers; Seconded by Commissioner J. Herbert. With no questions or comments. All were in favor. The motion passed.**

**A second motion was offered by Commissioner Drouant to amend the agenda to move the Old Business and New Business items up before the Public Comments and reports. The motion was seconded by Commissioner J. Herbert. With no questions or comments. All were in favor. The motion passed.**

## **VI. Old Business**

- 1. Motion to terminate the negotiation and preparation of a ground lease for the Pontchartrain Beach Site, and the conveyance of the improvements thereupon, with the Pontchartrain Beach Foundation and to rescind Resolution XIII 01-07282022.**

**A motion was offered by Commissioner Drouant; seconded by Commissioner Rodgers.**

**Chair Richard** called for questions and comments from the commissioners regarding the motion on the floor. Hearing none, he opened the floor to public comments.

**Michael Ricci – PBF Attorney**, commented that he would speak on behalf of Mr. Guy Williams, Founder of Ponchartrain Beach Foundation, who had not arrived due to traffic delays.

**Mr. Ricci** stated that they were told by the LMA Board members present, that there would be no decisions made at this board meeting at the Ponchartrain Beach Public Forum held on May 20<sup>th</sup>. However, this resolution was brought forward due to insurmountable differences.

He felt the language was semantics and Mr. Williams had presented a list of (10) items that they felt were not insurmountable and gave an example of LMA 's assistance with grants opportunities.

He said communications and negotiation talks had stopped since April 7<sup>th</sup> and specifically requested that the board intercede by not passing this resolution but instead take the time to review the latest draft lease from PBF that has been put forward to LMA.

**Commissioner Rodgers** asked Mr. Ricci what was the amount of additional time requested.

**Mr. Ricci** stated that it depended on whether they would be allowed to negotiate with the board or staff. This is an albatross of a lease that includes numerous deliverables to be met throughout the year. Ideally, 30 to 60 days to resolve (5) small issues and (5) real issues.

**Harold Matherne**, a Lake Oaks Resident and Lake Oaks Security Improvement District member commented that he attended the May 20<sup>th</sup> Public Forum at St. Pius X and felt that there were still many elements missing from the final draft lease that were important to the community.

He said he compiled and submitted a 'compliance matrix' that addressed the resident's concerns over PBF's proposed use of the beach as an event venue.

He said that residents were not against bringing the property back into public use, but the lease lacked the elements that would help make the use of the public space more palatable for the residents.

**Cindy Welch**, a Lake Terrace resident, commented that she felt this had become way too large of a project and gave suggestions to address the project on a smaller scale.

**Guy Williams**, PBF Founder, commented that it was never his desire to charge admission. They did not want to open an event venue, they wanted to create a passive beach used for swimming. He felt, however, that LMA's deliverables were costly and would need to be offset somehow. PBF's offer would be to go to Washington D.C. to find the money needed to bring the beach back to a safe condition and ask the board to allow them to continue to do the work to ring the beach back.

**Sage Michael**, a Local Community Activist, thanked Guy Williams for the

opportunity to participate on the Foundation's Advisory Board. He stated that he felt that this project would be better governed in the state's hands, letting them run it by either LMA or the Lieutenant Governor's Office, and suggested adding community members to steer it.

He felt that the beach should have free access for all races and classes of people.

**Phalon Cornist**, LOCA President, commented that his first Ponchartrain Beach presentation was over a year and a half ago. To date, his major concern remains that there has been no consideration of the issues and concerns of the residents by the PBF.

He stated that the residents care about their neighborhoods and are concerned about the over-extension of traffic, trash, and noise. He said that the residents were not against the Ponchartrain Beach project. They just want responsible people who would seriously take the resident's concerns into consideration when they rebuild the beach.

**Ashley Haspel**, LTPOA president, commented that she attended Senator Bill Cassidy's recent LDEQ EPA Lake Ponchartrain Basin Restoration meeting.

She talked about information she learned at that meeting and was willing to share slides.

She listed Ponchartrain Beach's surrounding bodies of water that have all received failing marks for water safety and a host of other reasons why it would be unsafe to swim in Lake Ponchartrain.

She commented on the community's distrust of the PBF and urged the Board to rescind the negotiations.

The public speaker commented about the poor parking plan and conditions she felt would be a continued hindrance to the residents.

**Chair Richard** called for a roll call vote.

**Mr. Capo** explained that a 'yes' vote is to rescind the resolution.

**Commissioner Heaton** asked to speak before taking the vote. She

stated that she was at the Public Forum on May 20<sup>th</sup> and took copious notes. At the end of the meeting, she understood that there was more work to be done and that nothing would go before the board at this meeting. She expressed that she was surprised that this motion was on the agenda.

**Chair Richard** addressed Commissioner Heaton's concern by stating he didn't share the same understanding that no action would be taken.

He was briefed and informed about an email from a PBF representative stating that the lease as is, could not be signed.

He further stated that after attending the Public Forum, it was clear to him that there were major impasses between the negotiating teams and with the community as well.

**Commissioner Thomas** added that she understood that aside from the community's concerns, there were basic protections and requirements for the LMA that the PBF was unwilling to meet. She felt that they had no money to support their idea and wanted us to be responsible and liable to raise the money to fulfill their idea.

**Commissioner Egana**, stated that he heard earlier that communications were shut off on April 7<sup>th</sup> and asked if that was a timeline established by LMA.

**Jeff Dye** stated on April 7<sup>th</sup> the lease that our negotiating team was willing to recommend to this board provided the minimum level of protections that we could support was distributed. The terms were received and rejected numerous times dating back to December 2022.

**Mr. Dye** added that the PBF orchestrated what's happening this evening over two months ago. They commented, in writing to Mr. Capo that they would negotiate their lease at the board meeting with the board members.

**A vote by roll call was taken.**

**(11) YAYS: CARR, RODGERS, BRIEN, DROUANT, EGANA,**

**D. HEBERT, J. HERBERT, LAPEYROLERIE, THOMAS,  
WILLIAMS, RICHARD**

**(1) ABSTENSION: W. HEATON**

**(2) ABSENT: GERHART, WHITE**

**The motion passed.**

**Guy Williams** expressed his disappointment over the termination of the negotiation process. He thanked the LMA Board and staff for their hard work and promised to make all of the research available to whoever would be the new developer by sharing the research at no additional cost.

**Chair Richard** thanked the PBF for their efforts.

Commissioner Thomas left at 6:28 PM

## **VII. New Business**

- 1. Motion to approve Acceptance FAA AIP Grant #03-22-0038-040 for the Project identified as the “Rehabilitation of Taxiway B Construction Phase 1”.**

**A motion was offered by Commissioner Rodgers; seconded by Commissioner Heaton.**

**Commissioner Heaton** stated that this was recommended by the Airport committee.

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

2. Motion to approve a janitorial service contract for the Terminal at the New Orleans Lakefront Airport with Corvus of New Orleans, LLC d/b/a Corvus Janitorial Systems, for a term of one year, commencing on July 1, 2023, with two (2) one-year options to renew, for an annual contract price of \$39,840.00.

A motion was offered by Commissioner Heaton; seconded by Commissioner J. Herbert. With no questions or comments. All were in favor. The motion passed.

3. Motion to approve a Change Order #1 with H3 Electric, LLC in the amount of \$3,600.00 for the electrical testing, inspection and repairs at the South Shore Harbor Marina and not exceed the total price and sum of \$185,365.70.

A motion was offered by Commissioner Rodgers; seconded by Commissioner Herbert.

**Commissioner Carr** asked if this motion came recommended by Marina Committee.

**Mr. Capo** responded that it did come recommended by the Marina Committee.

With no further questions or comments, all were in favor. The motion passed.

#### VIII. Motion to Approve Minutes

1. Full Board Minutes - April 27, 2023

A motion was offered by Commissioner J. Herbert; Seconded by Commissioner Rodgers. With no questions or comments. All were in favor. The motion passed.



## 2. Marina Committee Minutes – February 28, 2023

A motion was offered by Commissioner Carr; seconded by Commissioner Brien. With no questions or comments. All were in favor. The motion passed.

### IX. Public Comments – Limited to (2) Minutes

**Mrs. Hukmani, Co-Owner of New Orleans Aerial Tours & Flight Training LLC and Jazz Aviation, LLC, spoke** about her company's struggles with their year-to-year lease with Signature FBO, who recently opted not to renew their lease next year.

She said while researching to find a new home for their business, they learned that the McDermott hanger has space available.

Ms. Hukmani asked for the LMA to consider her proposal to either build a new hangar with funds that have been secured from a bank or her preference would be to reappropriate those funds to return the McDermott hangar to its original magnificence.

**Chair Richard** asked for the Executive Director and other members of the negotiating staff to meet with the Hukmani's to discuss their options.

### X. Directors' Reports

**Mr. Capo reported on the following:**

- The Seabrook Bridge was previously reduced to one lane due to damage found during an inspection. Today it was discovered that the bridge sustained critical structural damage and is now completely shut down to all traffic for the next several weeks. The goal is to get a contractor access and correct the damage to open one lane in each direction.

**Commissioner Hebert** asked why couldn't the Levee Police assist with traffic control. Why isn't there any signage to alert drivers that the bridge is out.

**Mr. Capo** stated that he would have to ask Captain Brenckle.

**Commissioner Lapeyrolerie** stated if that is a state bridge or road, then its not OLD PD's responsibility to provide signage. She said she would ask about signage back at DOTD.

- **Hurricane Season** is approaching. We send letters with a checklist to all airport tenants and both marina tenants to prepare for the weather. Staff also has a checklist of duties to prepare the weather.
  
- **Finances**
  - AD Valorum Tax collections are doing well. The FPA increased millage last year. To date, we have collected \$2,382,000. Last LMA had to do a budget revision due to not collecting the budgeted amount in ad valorum taxes.
  
  - Revenues from rent collections are at 95% and felt they would go up to 100%.
    - Boathouse rent is 110% over due to collecting \$60,000 in transfer fees.
  
    - Fuel flowage at the Airport is currently down slightly at 73%. We are short in collections by approximately \$196,000 This report is from March to March. However, there is still time to increase the percentages with three months left in this Fiscal Year. Hopefully, May and June will help us meet our forecast of \$725,000.
  
    - Interest Income remains a challenge. In years past we budgeted for \$100,000 and did not meet our forecast. However, this year we budgeted conservatively at \$16,000 in collections, and to date, we have collected \$159,000 in Interest Revenue.
  
    - Total revenues is at \$15,000 over what we budgeted.

- Expenses

- Bills are still coming in and will continue to rise. The reports were run as of June 30<sup>th</sup>. However, finance usually extends the 10 days beyond the close of the fiscal year.
- Personal Services currently shows 77%. That number will definitely go up.
- Travel Expenses are not expected to go up.
- Contractual services is \$517,000 over budget. It is largely due to the Sewerage and Water Board settlement payment. As noted last month, we are down to 1 one trouble line. Were expected to work with a contractor to identify and resolve the issue to return to our normal usage billing.

**Mr. Capo** informed the board that we may have to return in June or July with budget revisions if we exceed 5% over what was budgeted on the expenditure side.

Commissioner Egana asked what was the date on the reports.

Mr. Capo said the reports were run as of today. He said he likes to report actuals as we closer to the end of the fiscal year.

**Mr. Capo** informed the board that at Tuesday's Board Training, a member of the public commented on board minutes. There are normally 6 committee meetings per month and a board meeting to follow. Lately, we have added special committees and joint committees to the monthly agendas. Mrs. McKee has been here for 1 year and has learned a lot in a relatively short period.

We recently lost a staff member in Airport who was doing the Location Agreements. Mrs. McKee has picked up that task and is also training new staff to do the location agreements as well as answer the phones. We are very short-staffed and are doing our best to look into ways to remedy this issue.

**Commissioner Egana** stated that when the statement was made they mentioned 2022.

**Mrs. McKee** stated that there are some minutes back to October 2022. She added that she started her first day on the job, a year ago, doing minutes on a committee week. My predecessor came into the position behind on minutes as well. It is very hard to catch up and keep up at the same time.

She stated that she has tried several different transcription programs which all encounter the same problems due to poor audio quality and over-talking during the meetings. She mentioned that she spoke with the court reporter who suggested the program she uses.

**Mrs. McKee** resolved to do her best to recover the minutes in a timely manner.

**Chair Richard** said he was taken aback by the comment. He appreciates Mrs. McKee's efforts in the time she's been here. He spoke with Mr. Capo to discuss how to address this.

1. Come up with a plan to catch up on the minutes.
2. Identify a method for keeping the minutes.
3. Look for someone to assist to help catch up on the minutes.

**Commissioner Egana** agreed with Chair Richard that it seems like Mrs. McKee started from a deficiency. Verbatim minutes are not required. We could get someone in to assist with catching up. We are here to work with Mrs. McKee.

**Commissioner Carr** expressed that he is most interested in the compliance piece.

**Mr. Metzger** added that Mrs. McKee does a great job and I am willing to assist with information.

**Adam Gulino** reported that the covered boat slip is due to be complete by the end of June.

## **Committee Reports**

### **1. Airport – Chair Heaton**

**J. Herbert** reported that there were two items on this evening's agenda that were passed.

**2. Marina – Chair Hebert** reported that they were updated on the ongoing issues at the marinas. She said she was glad to see movement on the SSH-CBS. The tenants need to get back into their lips.

### **3. Recreation/Subdivision – Chair S. Thomas**

**Comm Brien** reported on the REC committee that the motion on the agenda was discussed and deferred to allow time to work with the City on the permit or CEA acceptance.

**4. Disadvantaged Business Enterprise (DBE) Program – Chair Exposé - Mr. Capo** reported that we met with Chairman Exposé on the draft policy. We will meet again before the next committee to recommend the policy for board approval.

**5. Legal – Chair Drouant – No report**

**6. Commercial Real Estate – Chair Rodgers – No report**

**7. Finance – Chair Richard** was discussed in the Directors report.

### **4. Announcement of the next Regular Board Meeting**

- **Thursday, June 22, 2023, at 5:30 PM**

**5. Adjourned at 7:07 PM with no quorum.**

**MOTION:** X – 01-05252023  
**RESOLUTION:** X – 01-05252023  
**BY:** COMMISSIONER DROUANT  
**SECONDED BY:** COMMISSIONER RODGERS

May 25, 2023

1) Motion to terminate the negotiation and preparation of a ground lease for the Pontchartrain Beach Site, and the conveyance of the improvements thereupon, with the Pontchartrain Beach Foundation and to rescind Resolution XIII 01-07282022.

### **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 property known as Pontchartrain Beach, consisting of approximately fifteen (15) acres located on the south shore of Lake Pontchartrain in the City of New Orleans, is a non-flood protection asset owned by the Orleans Levee District that is managed and controlled by the Management Authority (“Pontchartrain Beach”);

**WHEREAS**, the Management Authority adopted a resolution to authorize the issuance of a Request for Proposals and Qualifications for the lease and development of Pontchartrain Beach (the “RFP/Q”);

**WHEREAS**, the Pontchartrain Beach Foundation, a Louisiana non-profit corporation, timely submitted the only response to the RFP/Q;

**WHEREAS**, the Management Authority unanimously resolved in Resolution XIII 01-07282022 to authorize the Executive Director, Real Estate Consultant, and Legal Counselors for the Management Authority to negotiate and to prepare a ground lease for Pontchartrain Beach, and to convey any improvements thereupon, to the Pontchartrain Beach Foundation in accordance with the general terms and conditions for long-term ground leases approved by the Management Authority;

**WHEREAS**, the Management Authority further resolved in Resolution XIII 01-07282022 to direct the Executive Director, after the negotiation and preparation of the lease with the Pontchartrain Beach Foundation, to present the proposed lease for review during the meetings of the Recreation & Subdivision, Commercial Real Estate, and Legal Committees and then present the proposed lease for review and approval by the Board of Commissioners of the Lakefront Management Authority;

**WHEREAS**, the Executive Director, Real Estate Consultant, and Legal Counselors for the Management Authority negotiated and prepared a number of versions of the proposed ground lease and conveyance of

improvements on the Pontchartrain Beach site for consideration by the Pontchartrain Beach Foundation;

**WHEREAS**, the Pontchartrain Beach Foundation, through its legal counsel, negotiated and provided requested edits on multiple versions of the proposed ground lease and conveyance of improvements on the Pontchartrain Beach site;

**WHEREAS**, despite diligent efforts by their respective representatives, the Management Authority and the Pontchartrain Beach Foundation have not been able to agree on a number of terms and conditions for a lease for the Pontchartrain Beach site including, but not limited to, the following:

- (a) Responsibility for disruption to utilities;
- (b) Assistance in fund raising activities and the administration of programs;
- (c) The minimum base rent to be paid before the proposed project becomes operational;
- (d) The percentage rent to be paid as consideration for the conveyance of the existing improvements on the Pontchartrain Beach site and as an annual supplement to the minimum base rent;



- (e) The inclusion of royalties and licensing fees, and other specific sources of income, in the definition of gross revenue;
- (f) The requirements for periodic review and updating of minimum insurance coverage requirements;
- (g) The requirements for landscaping and grounds maintenance;
- (h) The standard for approving special events under the required Annual Plan for the operation of Pontchartrain Beach;
- (i) Parking on District owned properties that are not on the Pontchartrain Beach premises some of which the District and Management Authority lease to other entities;
- (j) Standards for excessive noise;
- (k) Agreeing to resolve disputes in First City Court, which does not have jurisdiction over the District or the Management Authority; and,
- (l) Agreeing to resolve disputes by arbitration or by other default mechanisms that are contrary to the Management Authority's standard terms and conditions for ground leases and that are contrary to the best interests of the District and the Management Authority.

**WHEREAS**, in light of the multiple points of disagreement on the terms and conditions of the proposed lease, the Executive Director, Real Estate Consultant, and Legal Counselors for the Management Authority prepared a proposed ground lease and conveyance of improvements on the Pontchartrain Beach site containing the minimum standards that Executive Director, Real Estate Consultant, and Legal Counselors could recommend the Management Authority consider for approval and entry (“Recommended Lease”);

**WHEREAS**, the Management Authority distributed the Recommended Lease to legal counsel for the Pontchartrain Beach Foundation, to the Management Authority’s Board of Commissioners, and to the Presidents of the Lake Vista, Lake Shore, Lake Oaks, and Lake Terrace neighborhood associations between approximately April 7-11, 2022;

**WHEREAS**, in May 2023, the Pontchartrain Beach Foundation, through its legal counsel and separately through an authorized representative, stated in writing that it would not agree to and would not sign the Recommended Lease even if it were to be accepted by the Management Authority’s Board of Commissioners;

**WHEREAS**, on Saturday, May 20, 2023, the Management Authority’s Recreation & Subdivision, Commercial Real Estate, and Legal Committees

held a combined, special meeting for the purpose of receiving comments on the Recommended Lease and other issues related to the revitalization of the Pontchartrain Beach site;

**WHEREAS**, more than twenty-five of the public comments made at the Saturday, May 20, 2023 combined special meeting of the Management Authority's Recreation & Subdivision, Commercial Real Estate, and Legal Committees opposed the leasing of the Pontchartrain Beach site to the Pontchartrain Beach Foundation;

**WHEREAS**, after considering the rejection of the Recommended Lease by the Pontchartrain Beach Foundation and the substantial opposition by the public to the leasing of the Pontchartrain Beach site to the Pontchartrain Beach Foundation, the Management Authority Board of Commissioners resolved that it was in the best interest of the Orleans Levee District to terminate the negotiation and preparation of a ground lease for the Pontchartrain Beach Site and conveyance of the improvements thereupon, with the Pontchartrain Beach Foundation; and

**WHEREAS**, after considering the rejection of the Recommended Lease by the Pontchartrain Beach Foundation and the substantial opposition by the public to the leasing of the Pontchartrain Beach site to the Pontchartrain Beach Foundation, the Management Authority Board of

Commissioners further resolved that it was in the best interest of the Orleans Levee District to rescind Resolution XIII 01-07282022 and that Commercial Real Estate and Recreation and Subdivision Committees consider other alternatives for bringing the Pontchartrain Beach site back into commerce and for use by the public.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority Board of Commissioners hereby terminates the negotiation and preparation of a ground lease for the Pontchartrain Beach Site and conveyance of the improvements thereupon, with the Pontchartrain Beach Foundation.

**BE IT HEREBY FURTHER RESOLVED** that the Lakefront Management Authority Board of Commissioners hereby rescinds Resolution XIII 01-07282022 and directs that Commercial Real Estate and Recreation and Subdivision Committees consider other alternatives for bringing the Pontchartrain Beach site back into commerce and for use by the public.

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

**YEAS:            RICHARD, CARR, RODGERS, BRIEN, DROUANT,  
                      EGANA, D. HEBERT, J. HERBERT, LAPEYROLERIE,  
                      THOMAS, WILLIAMS**

**NAYS:            NONE**

**ABSTAIN:       HEATON**

**ABSENT: EXPOSE, GERHART, WHITE**

**RESOLUTION PASSED: YES**

This resolution was declared adopted this 25th day of May, 2023.

.....  
I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on May 25, 2023, held in New Orleans, LA, at which a quorum was present.

**MOTION: XI -01-05252023**  
**RESOLUTION: XI -01-05252023**  
**BY: COMMISSIONER RODGERS**  
**SECONDED: COMMISSIONER HEATON**

**May 25, 2023**

- 1) Motion to Accept the FAA AIP Grant #03-22-0038-040-2023 for the Project identified as the Lakefront Airport Taxiway Bravo Rehabilitation Phase I Construction (FAA 90% - LADOTD 10%)**

**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, which is a non-flood protection asset owned by the Orleans Levee District, located on the south

shore of Lake Pontchartrain in the Parish of Orleans, State of Louisiana, (“Airport”);

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

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

**WHEREAS**, the Management Authority and the District submitted a Project Application to the FAA, for a grant of Federal funds for a project at the Airport identified as the “Lakefront Airport Taxiway B Rehabilitation Phase I Construction” (the “Project”);

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

**WHEREAS**, the FAA has approved this Project for the Airport and issued a Grant Offer for the Project, identified as Airport Improvement

Program (AIP) Project No. 03-22-0038-040-2023, (the “Grant Offer” and “Grant Agreement”);

**WHEREAS**, for the Grant to be valid and in order to properly enter into this Grant Agreement with the FAA, the Management Authority must adopt a resolution to accept the Grant Offer, and provide the Certificate of the Sponsor’s Attorney required to be signed under the conditions of the Grant Offer; and,

**WHEREAS**, the Management Authority resolved that it was in the best interest of the Airport to accept the Grant Offer for this Project in accordance with all of the terms and conditions in the Grant Offer.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority, on its behalf and on behalf of the Orleans Levee District, as the Public Sponsors of the Airport, accepts the Grant Offer for the Project, identified as Airport Improvement Program (AIP) Project No. 03-22-0038-040-2023, and ratifies and adopts all assurances, statements, representations, warranties, covenants, and agreements in the Project Application and incorporated in the Grant Offer and agrees to comply with all terms and conditions in the Grant Offer and Project Application.

**BE IT FURTHER HEREBY RESOLVED** that the Management Authority Chairman or Executive Director be and is hereby authorized to

accept and sign the Grant Offer for the Project identified as Airport Improvement Program (AIP) Project No. 03-22-0038-040-2023 and any other documents necessary to carry out the above.

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

**YEAS: RICHARD, CARR, RODGERS, BRIEN, EGANA, HEATON,  
D. HEBERT, J. HEBERT, LAPEYROLERIE, WILLIAMS**  
**NAYS: NONE**  
**ABSTAIN: NONE**  
**ABSENT: DROUANT, EXPOSE, GERHART, THOMAS, WHITE,**  
**PASSED: YES**

This resolution was declared adopted this 25th day of May, 2023.

.....  
I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on May 25, 2023, held in New Orleans, LA, at which a quorum was present.

**MOTION: XI-03-05232023**  
**RESOLUTION: XI-03-05232023**  
**BY: COMMISSIONER RODGERS**  
**SECONDED: COMMISSIONER D. HEBERT**

**May 25, 2023**

**3 ) Motion to approve Change Order #1 to the Contract with H3 Electric, LLC for the electrical testing, inspection and repair Project at South Shore Harbor Marina, for additional electrical services at a cost of \$3,600.00, increasing the**



**contract price to an amount not exceed the sum of \$185,365.70.**

**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 South Shore Harbor Marina is one of the non-flood protection assets of the District under the management and control of the Management Authority (“Marina”);

**WHEREAS**, the Management Authority issued an Invitation for Bids for electrical testing, inspection and repairs of electrical systems at the Marina (the “Project”) in accordance with the provisions of the Louisiana Public Bid Law, La. Rev. Stat. 38:2212, et seq.;

**WHEREAS**, bids were received and the lowest responsive bid was submitted by H3 Electric, LLC in the amount of \$181,765.70 for the Project;

**WHEREAS**, the Board of the Management Authority approved a contract with H3 Electric, LLC for the Project by resolution adopted on May 25, 2022;

**WHEREAS**, H3 Electric, LLC recommended replacing the inground Taps for the main feeder wires in the Marina, which will improve meter readings and also extend the useful life of the main feeder wires, and

submitted Change Order No. 1, in the amount of \$3,600.00, for this additional work;

**WHEREAS**, the Staff of the Management Authority reviewed this recommendation and the request for Change Order No.1 and recommended that the Management Authority approve the request for Change Order No. 1;

**WHEREAS**, the requested change order is within the scope of work for the Project and authorized under Section 2212 (M) of the Louisiana Public Bid Law, La. Rev. Stat. 38:2212 (M);

**WHEREAS**, the Finance Committee of the Management Authority reviewed the request for Change Order No. 1 submitted by H3 Electric, LLC during the Committee's meeting held on May 18, 2023; however, since a quorum was not present at the meeting, the Committee could not vote on a recommendation to the Management Authority on the request for approval of Change Order No. 1; and,

**WHEREAS**, the Management Authority after considering the recommendation of Staff for approval of Change Order No. 1 resolved that it was in the best interest of the District to approve the request for Change Order No. 1 by H3 Electric, LLC for the Project.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Lakefront Management Authority approves the request for Change Order No. 1 submitted by H3 Electric, LLC, for the price and sum of \$3,600.00, increasing the contract sum for the electrical testing, inspection and repair Project at the South Shore Harbor Marina to a sum not to exceed \$185,365.70.

**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: RICHARD, CARR, RODGERS, BRIEN, EGANA, HEATON, D. HEBERT, J. HERBERT, LAPEYOLERIE, WILLIAMS,**

**NAYS: NONE**

**ABSTAIN: NONE**

**ABSENT: DROUANT, EXPOSE, GERHART, THOMAS, M. WHITE**

**PASSED: YES**

The resolution was declared adopted this 25th day of May 2023.

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I hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Lakefront Management Authority at its meeting on May 25, 2023, held in New Orleans, LA, at which a quorum was present.