

**MINUTES OF
LAKEFRONT MANAGEMENT AUTHORITY
MARINA COMMITTEE MEETING
HELD ON TUESDAY, JANUARY 18, 2022**

PRESENT: Chair Stanley Brien
Vice Chair Renee Lapeyrolierie
Commissioner Esmond Carr
Commissioner Dawn Herbert

ABSENT: Commissioner Thomas Fierke

STAFF: Louis Capo – Executive Director
David Martin– Director of Engineering & Operations
Winifred Christopher – Assistant to the Executive Director/Board Secretary
Marc Lucas – Facility Maintenance Manager

PUBLIC: Gerry Metzger– Legal Counsel to the LMA
Wilma Heaton– Commissioner
Karl Hudson– Orleans Marina Tenant
Ray Landeche – Lakeshore Resident
Nathan Junius – Linfield, Hunter, & Junius
Benjamin Chadwick – Linfield, Hunter, & Junius

The Marina Committee of the Lakefront Management Authority met on January 18, 2022 at the New Orleans Lakefront Terminal Conference Center located at 6001 Stars and Stripes Blvd., New Orleans, Louisiana, 70126.

Vice Chair Lapeyrolierie called the meeting to order at 3:32 P.M. and led in the pledge of allegiance. Executive Director Louis Capo called the roll, and a quorum was present.

Opening Comments:

No opening comments.

Motion to Adopt Agenda:

A motion was offered by Chair Brien, seconded by Commission Carr, and was unanimously approved to adopt the agenda.

Motion to Approve Minutes:

A motion was offered by Chair Brien, after some discussion Vice Chair Renee Lapeyrolierie motioned to defer minutes to the Board Meeting, seconded by commission Carr, and was

unanimously approved adopted to defer the approval of the minutes of December 7, 2021 until the next Board Meeting.

Director's Report:

Director Capo gave an update on the various actions that will be taking place during the 2022-2023 budget season, with proposed discussions regarding budgeting, and the capital project budget during February's and March's Committee meetings for each of Lakefront Managements Authority's property.

- He reported that at the Finance Committee meeting on Thursday, January 20, 2022 an anticipated plan to lay out a schedule regarding the upcoming meetings.
- He conveyed that the budget must be passed during the March 24, 2022 LMA Board meeting to ensure its timely submission to the Legislative Budget Committee for the State of Louisiana by April 1, 2022.

Director Capo spoke about Seabrook boat launch regarding its listing on the Bond Commission Meeting Agenda for February 2022. He informed the Marina Committee that he and Director David Martin would be monitoring the outcome of the Bond Commission meeting

Director Capo concluded his report by giving a brief synopsis on Marina issues, specifically mentioning Southshore Harbor in which he expressed confidence in future plans.

Commissioner Herbert inquired when would the Seabrook Boat Launch be brought to the Bond Commission.

David Martin, Director of Engineering and Operations gave an update on various maintenance and operations items:

- Informed the committee that January 18, 2022 was the effective date of the notice to proceed with the replacement of the bulkhead at Orleans Marina from the Harbormaster's office to Pier number two. The Orleans Flood Authority has shared the contractors schedule regarding mobilizing, picking up sheet piles, coating them, and has inspected the work being completed on site.
- He informed the committee that construction activity, which will involve construction of temporary access for tenants as well as establishment of temporary utilities is slated to begin during the week of January 24th.
- On Wednesday, January 19, 2022, Mr. Martin would be meeting with Batture Engineering under an IDIQ contract to discuss the scope of work on structural repairs at Orleans Marina, with special attention to the piers west of the proposed construction of the bulkhead.
- A shipment of breakers and receptacles for the peninsula have been delivered. Mr. Martin believes that at least a portion of those breakers were impacted by the storm surge from Hurricane Ida in 2021. The repairs and replacement of the breakers and receptacles will take place within next couple of weeks.

- The RFP advertisement for the Bally's site at the South Shore Harbor Marina has been placed into circulation, with the first advertisement running the week of January 10th and second advertisement scheduled to run on January 19, 2022. To date, there will be eight advertisements ran over the next three months with the expectation to generate some respectable interest and suitable proposers for that site.
- Mr. Martin stated that LMA has been working with Linfield, Hunter, & Junius who has been evaluating the existing sprinkler system and working towards bring the system into current compliance.
- The assessment of the finger piers at South Shore Harbor Marina has been completed, three piers were closed from that observation with the concern that they were in imminent danger of failing. A proposal from the engineers has been received, with prepared plans, and specifications for more intensive structural repairs. He stated that he is currently evaluating the proposal give and present his recommends at the next Marina Committee meeting on February 15, 2022.

Mr. Martin gave a status update on the boats being raised by Anders Construction. The use of buoyancy bags to lift the boats, oil absorbent boom around the boat to sequester any liquids that would come from the boat during the raising operation are presented within the photographs. He informed the Committee that he anticipates the completion of the raising operations to conclude Wednesday January 19, 2022. After the boats have been raised, engineering will consult with Anders Construction to discuss if there are any additional boats that require removal, with a full report expected on January 19, 2022.

Commissioner Carr questioned if there were any boats that are FEMA recoverable based on Hurricane Ida.

Mr. Martin stated that he believed he knew of one boat, possibly two were FEMA recoverable, and he is currently working with Harbor Master Bruce Cain to obtain records.

Chair Brien inquired about the status of removal at Orleans Marina.

Mr. Martin stated that work has begun at the Orleans Marina, but that he did not believe it had been raised, and he would check on the status.

Chair Brien asked about the Bally's site proposal that went out for advertisement. He inquired about the writing language used within the proposal to encourage potential developers into razing the building and retrofitting what's currently there. He expressed his concerns that the expectation of razing the building would not be feasibly conveyed within the advertising.

Mr. Martin responded that LMA left the judgement to the proposer. However, there was language within the request for qualifications and proposals that strongly encourage that it be taken down. He also stated that if any compelling proposal were received that appeared technically sound, that would give LMA the option to review the proposal.

Director Capo asked about the end date for the mandatory pre-bid.

Mr. Martin stated that the last day for the mandatory pre-bid would be within the month of March.

Public Comments:

Karl Hudson identified himself as the President of the Orleans Marina Tenant Association to the Committee. Mr. Hudson stated that he had two topics that he wanted to present to the committee

- Referenced the frequent break-ins at the Orleans Marina
 - Wednesday, January 12th, in lot 30 around 6:30 PM two vehicles were broken into via the windows.
 - Requested the expedition and placement of a security officer inside of the trailer.
 - He stated that his observation was that these incidences happen mostly when no one is at the trailer, partially around six o'clock in the evening.
- Following up on the public information request submitted in November of 2021 regarding a lawsuit involving the Unlimited Construction Company owned by Ashley Savarino.

Director Capo stated that he emailed Mr. Hudson informing him that there was an error and that no lawsuit existed.

Attorney Gerry Metzger advised Mr. Hudson and the Committee that there wasn't any record of a lawsuit filed by the party named in the public records request submitted by Mr. Hudson.

Mr. Hudson stated that he also requested all correspondence between both parties dating back at least ten years. He also stated that he was primarily interested in work performed in Orleans Marina in 2017, that he believes was stopped by Lakefront Management Authority.

Director Capo stated that under his administration there was never a directive to stop the work performed on the Orleans Marina and that he provided Mr. Hudson with a copy of the contract between Lakefront Management Authority and Unlimited Construction Company owned by Ashley Savarino.

Attorney Gerry Metzger stated that Director Capo was not the Executive Director of Lakefront Management at the time of construction, nor its cancellation. He also asked that a public records request be filed by Mr. Hudson regarding the additional correspondence requested. He further reiterated no lawsuit existed over the contract issued to Unlimited Construction Company owned by Ashley Savarino. The construction which included pier repairs at the Marina was completed to its entirety.

Mr. Hudson stated he recalled that totaling a sum of the contract was \$230,000, half of the construction was completed before being stopped, and Unlimited Construction Company was paid approximately \$200,000.

Commission Carr requested clarification that Lakefront Management Authority has a Public Records Request from Mr. Hudson seeking correspondence between both parties (LMA and Unlimited Construction Company) since November. He also inquired about the current status of the request.

Both Director Capo and Attorney Metzger both stated that a response to the Public Records Request submitted by Mr. Hudson had been partially given.

Director Capo requested Mr. Hudson to submit another Public Records Request to ensure that all information request on this matter is responded to accurately.

Commissioner Carr recalled that there was some additional lumber left behind following the completion of that contract and it was used for another project. He questioned if the project on Orleans Marina was being mistakenly associated with another project.

Attorney Metzger confirmed that there was a prior project and the lumber used by **TKTMJ**, who completed that work.

Director Capo stated that there was some lumber left under the Seabrook Bridge, which was recently used on the project for Orleans Marina.

Commissioner Carr asked Mr. Hudson if his questions were regarding outstanding work and if he believes that there are outstanding repairs that need attention.

Mr. Hudson confirmed that he believed the work was completed partially up to pier three and then halted. Therefore, the remaining work on piers three through six were never completed and resulting in the large amount of lumber leftover.

Attorney Metzger stated there was a company being paid to do repairs before this contract with **Salamacha** Company, who were also working on repairs within the Orleans Levee District. The LMA covered the cost of the lumber for that particular contract under the administration of Cornelia Ullmann and Mr. Dixon, the Marina Manager at the time. To his knowledge, Attorney Metzger believes that the contract was terminated, and a lawsuit was filed by the company against the LMA. He confirmed that LMA's legal counsel David J. Dye is acting the counsel on this case and will be requesting a dismissal of the lawsuit with a summary judgment.

Commissioner Carr questioned whether or not the case was holding the LMA back from completing the work.

Legal Metzger confirmed that the active lawsuit has not affected the second contract that originated under the leadership of Executive Director Jessie Noel, that is believed to be finished.

Commissioner Carr requested that any outstanding repairs be discussed during the budget meeting.

Director Capo confirmed that Mr. Martin recently spoke about current repair assessments of piers four, five, six being performed by Batture, LLC, and will result in completion of desired work

Commissioner Carr concluded the discussion by confirming and reassuring that Mr. Hudson's public records request referring to any contracts and lawsuit be fulfilled.

1) Update on marina issues.

The items were sufficiently covered during the Director's Report and Public Comment sections.

New Business:

1) Discussion regarding the \$3.00 per quarter fee assessment due to increased Payment Card Industry (PCI) Compliance Fee incurred by Go Park.

Herb Anderson, Chairman of Universal Parking and Transportation Solutions, the parent company of Go Park introduced himself, and began his discussion by explaining the card credit alliances between all credit card companies. He explained that alliances have become more stringent on merchants to require credit cards as a proactive way to protect consumer financial information. Therefore, it is incumbent that all businesses are currently PCI Compliant to continue accepting credit cards as a form of payment.

He went on to explain that there are various levels of compliancy, that range from one-time payments to reoccurring payments like the quarterly billing model used by Lakefront Management Authority. The current software system used was formerly known as Paris, has been rebranded as Hosted Paris. Hosted Paris is now PCI compliant and requires the encryption of all credit cards to transfer any financial information to the vendor. The collection procedures in the past included obtaining consumer information via paper form, filing the document, and later retrieving the document to enter the payment manually for billing. Hosted Paris Software does have an additional charge for the encryption that would bring this agency to credit card complaint and/or PCI complaint. This charge is described as a passthrough charge from the software company to the vendor or consumer at the cost of \$3.00 per quarterly billing invoice or \$12.00 annually.

The 250 clients covered by Go Park were presented with several different models and most of them passed the fee onto the consumer. Therefore, in this case of Lakefront Management Authority, the slip holder would acquire the cost. Some clients have decided to consume those fees themselves, while a few others decided to no longer accept credit cards as a form of payment which can create an inconvenience for the end user.

Mr. Anderson expressed that he was under the assumption after speaking with Lakefront Management Authority staff, that the additional fee had been approved. With that internal approval, billing went out during the first of the year. He was later informed that the approval of the additional fee would have to be obtained through the Lakefront Management Authority Board of Commissioners. Before concluding, he informed the committee that the penalty for not being PCI compliant would lead to fines or the ultimate elimination of the ability to take credit cards across-the-board.

Commissioner Hebert enquired whether the \$3.00 fee was a flat or calculated rate.

Mr. Anderson stated that the \$3.00 quarterly/ \$12.00 annual fee is a flat rate per slip holder, billed to Go Park by the software company, Hosted Paris.

Commissioner Hebert questioned how much Lakefront Management Authority currently paid for Go Parks services and how are non- credit card payments handled.

Director Capo responded that the LMA is currently paying 1.5 percent of the amount collected from the slip holders.

Mr. Anderson stated that there are a few slip holders who submit checks and bank drafts as a form of payment flexibility has been given to those traditional paying customers. He, Director Capo,

and staff at the marinas are also working to encourage tenants to use credit cards as a form of payment from a control standpoint. He mentioned that prior to Go Park acquiring the financial billing for the marinas, billing hadn't been gone out to marina tenants for over a year, and therefore creating a huge task for accounts receivable when the Go Park.

Vice-chair Lapeyrolerie inquired about the timeline of the contract and whether Go park was within PCI compliance last year when the contract was renewed.

Mr. Anderson responded by explaining that Go park was in fact PCI compliant. However, there are different phases and levels of PCI compliance that adjust depending on the size of the business and its billing procedures. The billing software company, Integral Park uses a program called Hosted Paris. The billing program is requiring Lakefront management authority to become PCI compliant and encrypted to continue its ability to take credit cards going forward as a form of payment. He also clarified that GO Park's billing software was in fact encrypted however the liability was that credit card payments were still taken by telephone and the slip holders were not being encouraged to go online and submit the credit card information themselves. The upgrade has made it mandatory that the tenants go online and submit their payment information.

Vice chair Lapeyrolerie surmised that the compliance fee is a discussion item that is up for consideration. She clarified that one option to cover the cost would be to amend the contract between Lakefront Management Authority and Go park or the second option of passing the cost onto the slip holders outside of the renewal time. She concluded that this was not a motion to move.

Chair Brien requested clarification on whether the Lakefront Management Authority was within violation regarding encryption, audit trailing, and transactions.

Mr. Anderson clarified that there were no violations, The data was encrypted, and no data concerns had taken place.

Mr. Hudson from the public audience questioned if he was required to go into the database quarterly when his bill was due.

Mr. Anderson assured him that he would not have to continuously enter the database to pay his quarterly bill as he is an existing customer. He further explained that the upgraded program allows both the tenant and the administration at Lakefront management authority to view the contract, current billing, and billing history.

Commissioner Carr stated that he recalled the last discussion regarding this collection was that it had gone out for a bid. He inquired about the finalized terms of the renewal, stating that he recalled the renewal terms being extended only for three months.

Director Capo explained that the LMA did not seek outside bidders. At the following board meeting, the motion to amend the resolution to extend Go Parks contract for three years was made and passed.

Commissioner Carr openly clarified that LMA is under contract with Go park for three years with the terms being set in July 2021 and that their the cost of their business increasing reflected in the PCI compliance fee being requested. He went on to explain that it was suggested in a previous marina committee meeting that LMA would go out and look for other perspective managers of the

contract. Commissioner Carr question if now was the time to go out and revisit contracts due to the additional increase in cost and did the fixed term include the three dollar increase.

Legal Metzger clarified that because Go Park has a fixed term contract with the LMA, if LMA decided to revisit other contracts we could fall under breach of contract. He also stated that the fixed term did not include the three dollar increase but only the 1.5% collection fee. Metzger also noted that the request being made is asking for LMA to give more money to an existing contract which the ultimate issue.

Commission Carr stated that he understood that the quarterly fees would be roughly four hundred dollars in total for South Shore Harbor based on the tenants currently submitting credit card payments. He expressed his concerns regarding the modification of fees on the newly renewed contract, questioning if it would be more feasible to reopen the bid to invite additional participants in lieu of the requested fee modifications to the fixed term contract currently held by Go Park. He clarified that the Lakefront Management Authority was under no obligation to make a decision on the three-dollar quarterly fee increase for three years.

Legal Appalardo requested clarification on whether Go Park was asking for a contract amendment or if a contract amendment is needed to apply the passthrough charge. He proceeded to question if the passthrough fee would be charged to the LMA or to the individual slip holders.

Mr. Anderson state that he was unfamiliar with LMA's by-laws regarding contract amendments, but specified that what's being asked would be the operational increase of three-dollar quarterly fee per account. He explained that the LMA's Board who be responsible for deciding on who would be absorbing the passthrough charges.

Legal Metzger stated that the LMA has no legal right to pass the additional fees to the tenants who have signed leases and fixed rental agreements. One solution mentioned would be to change the terms per lease by providing a ninety-day notice and ultimately in acting a rent increase.

Vice Chair Lapeyrolerie acknowledged that issuing out ninety-days notices would result in additional administrative work for the staff at LMA. She than asked for clarification on a statement that Mr. Anderson made earlier in the discussion regarding the LMA's negligence on collecting rent and sending out billing notices for a year.

Chair Brien requested clarity from Director Capo regarding the ongoing accounts receivable issue issues that took place in 2017 and 2019.

Director Capo responded by explaining that the LMA previously used a software called Marina office which interface with Quick book enterprises. He stated that it was his understanding that the accounts receivable individual had a virus on his computer which resulted in the loss of all tenant data. Following the loss, The Marina's billing and Record of invoice was managed on an Excel spreadsheet. The leases were sent directly to the Executive Director, due to lack of communication the marina administrative staff had no knowledge of who occupied the slips, and the marina accounts receivables Had no record of the leases to invoice tenants for over a year. These findings were reflected in a state of Louisiana audit in 2017 that found over \$1 million dollars in revenue had been missed. In an attempt to collect delinquent payments, the LMA was inundated with complaints from lease holders when payments totally between 4000 and \$5000 were charged to the tenant's credit cards. Lastly, he estimated that 90% of the money had been recouped.

Commissioner Carr requested clarification on directors Capo's statement referring to a computer virus causing the loss of tenant data.

Both Director Capo and Legal Metzger explained that events took place in 2015, 2016, and 2017 under the administration of Cornelia Allman, Jessie Noel, and Ngoc Ford.

Director Capo clarified that between the years of 2007 until 2015 the marina office software was used to manage tenant leases and financial attributes at both marinas. Their program used to process credit card payments was called X charge. Within minutes of processing a credit card payment, an exception report was generated, and the data would be sent over to the marina office administrative staff for reporting or reconciling.

Chair Brien acknowledged and I appreciated being part of the record for today but reiterated his need for clarification that the discussed issue regarding the marina invoices had been resolved.

In response to Chair Brien's inquiry, Director Capo stated that the issue has been resolved and upwards of 90% of the invoices had been collected.

Commissioner Carr questioned whether some leases were managed outside of the LMA. He referred to the Go Park report that specified some slips as managed by marina and the collection reflected a zero-dollar balance. He clarified that some of those slips looked to be currently occupied, specifically seven covered boat slips listed as long-term tenants.

Director Capo explained that any accounts with a zero-dollar balance have been sent to the Louisiana State Attorney General Office for collections and the leaseholder has vacated the slip. He also acknowledged that the long-term tenants are prepaid tenants established when Southshore Harbor first opened in 1984. When Southshore Harbor opened, to build up occupancy they offered a 30 to 40 year, one hundred-thousand-dollar prepaid lease options under the covered slips. Therefore, the rent/payments for those slips have been covered under the terms of the 30-to-40-year leases agreement. However, the money is still reflected on the financial books during year end balancing, but there is no payment collected, and the slip is managed by the LMA.

Vice Chair Lapeyrolerie inquired if there was ever a motion to adopt the termination of the extensions on the boat slip leases. She also wanted to clarify on the tenant reports submitted to the Marina Committee provided by Lakefront Management Authority Office from GO Park, contained inconsistencies such as missing names of vessels, tenants, and sometimes both.

Legal Metzger stated that in 2010 the LMA Board of Commissioners approved a three-year extension for a small group of slip holders because their unit were inaccessible during the reconstruction of the Southshore Harbor Marina following Hurricane Katrina. In the case of Mr. and Mrs. Vincent, the LMA Board of Commissioners approved an extension of a few additional years due to the damage claim recently submitted.

Vice Chair Lapeyrolerie also sought clarity on the Go Park Marina Tenant report submitted to the Marina Committee members from the Lakefront Management Authority staff, that contained inconsistencies such as missing names of vessels, tenants and sometimes both. She requested updated information on all long-term matured tenants, their lease expiration dates, and ensuring it availability for public record. She further expressed that the LMA, the Marina Committee, and the Board of Commissioners should be vigilant on setting and upholding a standard policy regarding boat slip leases.

Director Capo acknowledged the tenant report had been generated by Go Park and that they may not have been provided with the names of the long-term slip holders and vessels when Go Park took over the accounting for the marinas. He presented a scenario that if a current slip holders lease expired, their renewal one follow LMA's standard policy of a one-year lease at the current rate, and they would pay on a quarterly basis for the covered book slip.

Legal Metzger stated that it is to his recollection there are only six to seven long-term leases currently held, that term between the years of 2030 to 2040 depending on when the lease, and when their lump sum was paid. LMA has the list of those individual lease holders and their terms.

Legal Jeff Dye asked for clarity on the slip agreement forms currently established. He inquired if there was something that had already been reviewed on how to pass through a handling charge, and/or provisions a no assessment handling fee. He later expressed his uncertainty on whether or not this was an action item that needed to addressed.

Legal Metzger clarified that the only action that can be taken allows the LMA to change the terms and conditions if we provide a notice ninety days before the lease's expiration date. This action would result in raising the rent for boat slip holder tenants.

Director Capo stated that some modifications of the leases were made last year and therefore it is not out of the realm of possibility to have new leases signed if that's the desire of the marina committee and the LMA Board of commissioners.

Commissioner Carr vocally observed the complexity of the three-dollar assessment fee by identifying that only the slip holders whose preferable payment method is a credit card would be affected. Noting that if they decided to use another method of pay i.e., paper check or other means, then they wouldn't necessitate the fee. His opinion was that if the committee and/or the board decided to create new leases, that a new bid for marina billing invoices be generated to provide other companies the opportunity to obtain the contract.

Mr. Anderson stated the allocation of the 1.5 percent collection fee was evident, but included two bookkeepers, one manager, an auditor who goes out monthly to the individual slips, a manager that supervises of all individuals, and their processes assigned to LMA's account.

No action was taken during this discussion, both Commissioner Carr and Director Capo agreed that the LMA can neither take on or pass the additional collection fee onto the slip holders. The agenda requested for the action to be discussed, which took place, and the item topic would be revisited during February's Marina Committee meeting.

2) **Discussion regarding the South Shore Harbor Marina's Covered Boat Slips Sprinkler System.**

Director David Martin opened the discussion by stating that it was bought his attention by harbormaster Bruce Cain, that one of the two fire sprinkler risers at the South Shore Harbor Marina covered boat slips was not tagged. LMA's maintenance department had the sprinkler tagged, however the appropriate Fire Marshall tag had not been displayed. Following that discovery, the authority took steps to rectify the issue by having it inspected by licensed fire sprinkler inspector who assigned it a yellow tag which implies partial impairments. He noted that it is imperative for

the authority to have the sprinkler system brought into full compliance with the requirements of the Office of State Fire Marshall. He acknowledged that he doesn't believe that bringing the sprinkler into compliance is not a task his office should handle on its own. Therefore, he reached out to engaged with Linfield, Hunter, & Junius, architect Benjamin Chadwick to assist the authority in putting together the plans, and performance-based specification to rectify all of the impairments.

Mr. Benjamin Chadwick, architect for Linfield, Hunter, & Junius stated that a site visit was performed with Director Martin and Harbormaster Cain of the existing system. While on that site visit, they identified several things that did not meet code nor were within specification, they proceeded to document the current condition of the distributor system throughout the building, and the alarms that were not present. Following that visit, Linfield, Hunter, & Junius contacted Nice Set Certified Sprinkler Designer who will be coming out to exam the existing piping, the head distribution layout to ensure whether it meets current codes which he believed does not, and the condition of the piping on the inside of the building. At the time of this discussion, there wasn't a photo available to displaying the interior piping that he believes has severely visible corrosion from the ground. It was also his belief without having traveled to the roof to inspect the sprinkler heads, that it also appeared to be severely corroded, could possibly be impaired, and risking malfunction.

Commissioner Carr interjected to clarify that based on Mr. Chadwick's visual inspections, that he did not believe that the sprinklers would function. He referred to an email that contradicted Mr. Chadwick's pervious statement, in that email we were cited as being yellow tagged and functionable.

Director Martin communicated to the committee that the licensed inspector provided the yellow tag and stated that he believed it would be functionable. Director Martin recognized that the inspector may have had some limitations, touching on the fact that he was not physically able to get up on the roof, and view each sprinkler. However, the sprinkler was yellow tagged. Director Martin went on to say that he couldn't endorse or overrule the inspection, however, he did recognize the importance of being proactive to correct the system. Linfield, Hunter, & Junius was hired to assist the authority to ensure that the system is designed, specified, competed, procured properly.

Commissioner Carr wanted to clarify for the record that Director Martin thought the sprinkler had qualified for design and I may not function. However, it is yellow tagged by an inspector who said it would function, it isn't designed properly, and is impaired but should function.

Director Martin stated that in his opinion that its appropriate, as he is relying on the judgement of the inspector. He continued to explain that this is of utmost urgency. He also noted that the system is exposed to the elements and that it would be a maintenance issue if the LMA had to drain the system to protect piping in the event of a freeze, from a protection stand point the LMA would likely have to employ a Firewatch if required. The protection plan includes proper notification of supervision by an offsite provider and maintenance staff. He believes that the modifications to the alarm and sprinkler system will bring it up to the appropriate codes from a design standpoint as we are employing proper design that will pass the Fire Marshalls permits.

He believed that the modifications to the alarm and sprinkler system would probably be accomplished for less than \$150,000, inclusive of the alarm supervisory equipment.

He went on to say, that the protection of the risers from freezing was imperative and would be included in the scope of work. However, Mr. Chadwick is preparing a performance-based specification based on his knowledge and experience, which will include the Nice set certified designers, the appropriate supervisory, and control functions. Director Martin spoke about his confidence in Mr. Chadwick of Linfield, Hunter, & Junius during this process and the package being created for bids. He stated that bids would be publicly advertised on the authority's website.

Commission Carr inquired if Director Martin had engaged with any contractors thus far.

Director Martin stated that he in fact had spoken to two contractors, one who had previous experience working on the system, and another who hadn't. Referring to the public bid, Director Martin stated that we want to move fast on the public bid but wanted to ensure we get the best value.

Announcement of next Marina Committee Meeting:

1) Tuesday, February 15, 2021 – 3:30 P.M.

Adjourn:

A motion was offered by Chair Brien, seconded by Commissioner Carr, and was unanimously adopted, to adjourn. The meeting was adjourned at 4:46 PM.