THE COUNCIL
City of New Orleans

JP MORRELL
Councilmember-At-Large

HELENA MORENO
Councilmember-At-Large

JOSEPH I. GIARRUSSO III
Councilmember District A

LESLI D. HARRIS
Councilmember District B

FREDDIE KING III
Councilmember District C

EUGENE J. GREEN, JR.
Councilmember District D

OLIVER M. THOMAS, JR.
Councilmember District E

AGENDA

Regular Meeting of the City Council
to be held in City Hall Council Chamber
on Thursday, October 23, 2025 at 9:00 AM

PRESIDENT
JP MORRELL
Councilmember-At-Large

VICE PRESIDENT
HELENA MORENO
Councilmember-At-Large

ROLL CALL

LORA W. JOHNSON
CLERK OF COUNCIL

INVOCATION

FIRST LADY DR. TA'LEITHEIA K. BOUTIN
OF UNITED FELLOWSHIP FULL GOSPEL BAPTIST CHURCH

PLEDGE OF ALLEGIANCE

HELENA MORENO
COUNCILMEMBER - AT-LARGE

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CONSENT AGENDA

1. COMMUNICATION - FROM ERIN SPEARS - CHIEF OF STAFF & COUNSEL, COUNCIL UTILITIES REGULATORY OFFICE

Brief:
Submitting the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on **October 23, 2025**:

Communications from Entergy New Orleans, LLC
1. Securitized Storm Recovery Rider II True-up Adjustment Filing, UD-22-01
2. Comments, UD-25-01

Communication from Delta New Orleans Gas Company, LLC

1. Comments, UD-25-01

Other Communications
1. Comments, submitted by Alliance for Affordable Energy, UD-19-01
2. Comments, submitted by Alliance for Affordable Energy, UD-25-01
3. Comments, submitted by Air Products and Chemicals Inc., UD-25-01

Annotation:
MAY BE RECEIVED.

Attachments: Communication - Erin Spears - 2025-10-23 Electric Gas Communications
Entergy - No. 1 - Leroy Nix - Vice President - Regulatory Affairs - ENO SSCRII Rider Filing
Entergy - No. 2 - Courtney R. Nicholson, Assistant General Counsel - UD-25-01 - Comments to Proposed Revisions to Ch. 158
Entergy Delta New Orleans No. 1 - Carrie R. Tournillon, KeanMiller - DNOG Initial Comments (UD-25-01) 4898-0105-6884 v.1
Entergy Other - No. 1 - Logan Atkinson Burke, Executive Director - UD-19-01 - Comments of AAE on ENO's 2026-2028 RCPS Compliance Plan
Entergy Other - No. 2 - Logan Atkinson Burke, Executive Director - AAE-Memo-in-Support-of-Proposed-Revisions_UD-25-01
Entergy Other - No. 3 - Carrie R. Tournillon, KeanMiller - UD-25-01 - AP Initial Comments (UD-25-01)

2. COMMUNICATION - FROM CHRISTY TURNER, ATG LICENSING CONSULTANTS, LLC, A LOUISIANA LIMITED LIABILITY COMPANY

Brief:

Requesting an extension of time for a Conditional Use for Zoning Docket No. 22/23, Ordinance No. 29,686 M.C.S., pursuant to 4.3.H (2)(a) of the Comprehensive Zoning Ordinance (CZO) for property located at 4730 Freret Street.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 11/20/25).

Attachments: Christy Turner - Extension Request - 4730 Freret Street - with ZD 22-23

3. COMMUNICATION - FROM CORCHERRIE ALLEN, DIRECTOR OF ADMINISTRATIVE SUPPORT, OFFICE OF HOUSING POLICY AND COMMUNITY DEVELOPMENT, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and BW Cooper Senior, LLC, and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE GOVERNMENTAL AFFAIRS COMMITTEE.

Attachments: Corcherrie Allell - Updated Signed Proposed Contract with BW Cooper Senior, LLC 10102025 (1)
Contract - Corcherrie Allen - BW Cooper Exhibits Packet
Contract - Corcherrie Allen - BW Cooper Senior, LLC Contract Summary 09302025

4. COMMUNICATION - FROM DICHELLE WILLIAMS, EXECUTIVE DIRECTOR, JUVENILE JUSTICE INTERVENTION CENTER, DEPARMENT OF HUMAN SERVICES JUVENILE JUSTICE INTERVENTION CENTER, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and Manning Family Children's Hospital, and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE GOVERNMENTAL AFFAIRS COMMITTEE.
(See Motion No. M-25-555).

Attachments: Dichelle Williams - Signed Letter to Clerk of Council
Dichelle Williams - K25-xxxx_Manning Family Childrens Hospital_RFP No. 449_PSA_10.10.25
Dichelle Williams - Council Contract Summary & Approval Request

5. REPORT - OF JENNIFER AVEGNO, MD, DIRECTOR, DEPARTMENT OF HEALTH, CITY OF NEW ORLEANS

Brief:

Submitting the September 2025 documentation of all encampment clean-up efforts as required by Section 82-703.

Annotation:
MAY BE RECEIVED.

Attachments: Jennifer Avegno - 09. September 2025 Encampment Report

6. REPORT - OF ROMY S. SAMUEL, DIRECTOR OF FINANCE, DEPARTMENT OF FINANCE, CITY OF NEW ORLEANS

Brief:
Submitting the report of outstanding vendor invoices as of 9/30/25, per City Code Section 2-551.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 10/23/25).

Attachments: Romy S. Samuel - Letter to Clerk of Council Outstanding Invoices 10-6-25
Romy S. Samuel - Accounts Payable Outstanding Invoice Report - as of 09.30.2025 submitted 10.06.2025

7. REPORT - OF MICAH INCE, CHIEF OF STAFF AND EXECUTIVE ADA, ORLEANS PARISH DISTRICT ATTORNEY

Brief:
Submitting the Orleans Parish District Attorney s Office report for August 2025, in accordance with Section 2-63 of the City Code.

Annotation:
MAY BE RECEIVED.

Attachments: Micah Ince - Cover Ltr- Monthly budget reporting Aug 31 2025
Micah Ince - 2025.District Attorney_Monthly Reporting Template (6)

8. REPORT - OF LISBETH PEDROSO, CHIEF OF STAFF, MAYOR'S NEIGHBORHOOD ENGAGEMENT OFFICE, CITY OF NEW ORLEANS

Brief:
Submitting the Mayor's Office of Neighborhood Engagement communication detailing the musicians with whom they contracted, pursuant to 29,990 MCS.

Annotation:
MAY BE RECEIVED.

Attachments: Lsibeth Pedroso - NEO_29990_MCS_ 2025 Q3 Report

9. REPORT - OF ROBERT D. RIVERS, EXECUTIVE DIRECTOR, CITY PLANNING COMMISSION, CITY OF NEW ORLEANS

Brief:
Transmitting the reports for NSTR Special Exception Docket Numbers: 197/23, 1720 Lapeyrouse St. Cm. Green; and 198/23, 725 Mazant St. - Cm. King; Cn. Deadline 12/22/25.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 11/6/25).

Attachments: Transmittal Letter 10.10.2025

10. REPORT - OF ROBERT D. RIVERS, EXECUTIVE DIRECTOR, CITY PLANNING COMMISSION, CITY OF NEW ORLEANS

Brief:
Transmitting Zoning Docket Numbers 45/25 - Cm. Harris and 57/25 - Cm. Giarrusso; Cn. Deadline 12/22/25.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 11/6/25).

Attachments: Transmittal letter for 10-14-25 CPC meeting

11. REPORT - OF DANNIELLE BERGER, CHIEF ADMINISTRATIVE OFFICER, ORLEANS PUBLIC DEFENDERS' OFFICE

Brief:
Submitting the Orleans Public Defender's Office January-September 2025 Budget report pursuant to City Code § 2-63.

Annotation:
MAY BE RECEIVED.

Attachments: Dannielle Berger - 2025.09 Public Defender_Monthly Reporting Template.

12. CAL. NO. 35,242 - BY: COUNCILMEMBERS MORRELL AND MORENO

Brief:
An Ordinance to ordain section 30-1721 of the Code of the City of New Orleans to prohibit agreements authorizing the production of reality-based programming featuring city first responders; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 9/25/25).
(Referred to the Governmental Affairs Committee).
(Governmental Affairs Committee recommended approval).

Attachments: 35242

13. CAL. NO. 35,243 - BY: COUNCILMEMBERS HARRIS AND KING

Brief:
An Ordinance to establish a conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District, on Square 141, Lot 4, in the Fourth Municipal District, bounded by Sophie Wright Place, Camp Street, Felicity Street, and Saint Mary Street **(Municipal Addresses: 1817-1819 Sophie Wright Place)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 38/25)**

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35243

14. CAL. NO. 35,244 - BY: COUNCILMEMBERS HARRIS AND KING

Brief:
An Ordinance to establish a conditional use to permit a warehouse in a Mardi Gras den in an MU-1 Medium Intensity Mixed-Use District, on Square 22, Lot 9-A, in the Fourth Municipal District, bounded by Tchoupitoulas Street, Sixth Street, Seventh Street, and Saint Thomas Street **(Municipal Addresses: 2901-2917 Tchoupitoulas Street, 418-436 Sixth Street, 2918 Saint Thomas Street, and 435-439 Seventh Street)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 39/25)**

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35244

15. CAL. NO. 35,245 - BY: COUNCILMEMBER KING

Brief:
An Ordinance to effect a zoning change from an S-B2 Suburban Pedestrian-Oriented Corridor Business District to an S-MU Suburban Neighborhood Mixed-Use District, on Square 204, Lot MNOP, in the Fifth Municipal District, bounded by Bender Boulevard, General De Gaulle Drive, Behrman Place, and Rhine Street **(Municipal Address: 3601 Behrman Place)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 40/25)**

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35245

16. CAL. NO. 35,246 - BY: COUNCILMEMBERS HARRIS AND KING

Brief:
An Ordinance to establish a conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District and the rescission of Ordinance No. 17,870 MCS (Zoning Docket 090/96), on Square 504, Lots 25 and 6 or Lots 11, A, the rear portion of original 12, and 6, in

the Seventh Municipal District, bounded by Olive Street, Short Street, Forshey Street, and South Carrollton Avenue **(Municipal Addresses: 8020 Olive Street and 3322 Short Street)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 41/25)**

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35246

17. CAL. NO. 35,248 - BY: COUNCILMEMBERS MORRELL AND MORENO

Brief:
An Ordinance to amend and reordain section 34-6 of the Code of the City of New Orleans to clarify the setting and adjusting of carnival parade position, route, dates, and times; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 9/25/25).
(Referred to the Governmental Affairs Committee).
(Governmental Affairs Committee recommended approval).

Attachments: 35248

18. MOTION - NO. M-25-535 - BY: COUNCILMEMBERS MORRELL, GIARRUSSO AND HARRIS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the contract between the City of New Orleans and Aptim Environmental and Infrastructure, LLC; and authorizing the President of the Council to sign the contract between the City of New Orleans and Aptim Environmental and Infrastructure, LLC, (Exhibit "A").

Annotation:
(This matter was introduced on 10/23/25).
(Governmental Affairs Committee recommended approval).

Attachments: M-25-535 w-Contract

19. MOTION - NO. M-25-536 - BY: COUNCILMEMBERS MORRELL, GIARRUSSO, GREEN AND HARRIS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Amendment No. 11 to the contract between the City of New Orleans, New Orleans Police Department, and Quartech Corrections, LLC; and authorizing the President of the Council to sign the Amendment No. 11 to the contract between the City of New Orleans, the New Orleans Police Department, and Quartech Corrections, LLC (Exhibit A).

Annotation:

(This matter was introduced on 10/23/25).
(Governmental Affairs Committee recommended approval).

Attachments: M-25-536 w-Contract

20. MOTION - NO. M-25-537 - BY: COUNCILMEMBERS MORRELL, GIARRUSSO AND HARRIS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Amendment No. 6 to the professional services agreement between the City of New Orleans and Smith, Parrish & Atkins Resource Consultants, LLC, (Exhibit "A").

Annotation:
(This matter was introduced on 10/23/25).
(Governmental Affairs Committee recommended approval).

Attachments: M-25-537 w-Contract

21. MOTION - NO. M-25-538 - BY: COUNCILMEMBERS MORRELL, GIARRUSSO, GREEN AND HARRIS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and Clutch Consulting Group, LLC; and authorizing the President of the Council to sign Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and Clutch Consulting Group, LLC (Exhibit "A").

Annotation:
(This matter was introduced on 10/23/25).
(Governmental Affairs Committee recommended approval).

Attachments: M-25-538 w-Contract

22. MOTION - NO. M-25-539 - BY: COUNCILMEMBER HARRIS (BY REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's appointment of Nicholas Poche (vice Kelly Brown), as a member of the City Planning Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2033.

Annotation:
(This matter was introduced on 10/23/25).
(Questionnaire received. Governmental Affairs Committee recommended approval).

Attachments: M-25-539 w-Questionnaire

23. MOTION - NO. M-25-540 - BY: COUNCILMEMBERS MORRELL AND HARRIS (BY

REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's reappointment of Roger Hadfield "Field" Ogden II, as a member of the Audubon Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2031.

Annotation:
(This matter was introduced on 10/23/25).
(Questionnaire received. Governmental Affairs Committee recommended approval).

Attachments: M-25-540 w-Questionnaire

24. MOTION - NO. M-25-541 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's appointment of Brian Bourgeois (vice Romauldo Gonzalez), as a member of the New Orleans Building Corporation, effective upon approval by the Council of the City of New Orleans, to serve at the pleasure of the mayor.

Annotation:
(This matter was introduced on 10/23/25).
(Questionnaire received. Governmental Affairs Committee recommended approval).

Attachments: M-25-541 w-Questionnaire

25. MOTION - NO. M-25-544 - BY: COUNCILMEMBER GIARRUSSO

Brief:
Approving a one-time exemption from the requirements of City Code Sec. 2-905(a) that shall permit the Office of the Inspector General to acquire a passenger vehicle that does not meet the emissions standards established by Section 2-905(a), in accordance with City Code Sec. 2-905(b).

Annotation:
(This matter was introduced on 10/23/25).
(Budget Committee recommended approval).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-544

26. MOTION - NO. M-25-545 - BY: COUNCILMEMBER MORRELL

Brief:
Disapproving the Mayor's appointment of Tenisha Stevens (vice Dr. Tamika Duplessis), as a member of the Sewerage and Water Board, representing District E.

Annotation:
(This matter was introduced on 10/23/25).

(Governmental Affairs Committee recommended approval).

Attachments: M-25-545

27. MOTION - NO. M-25-556 - BY: COUNCILMEMBERS GIARUSSO AND THOMAS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Amendment No. 1 to the professional services agreement between the City of New Orleans and OpenGov, Inc. (Exhibit "A").

Annotation:
(This was introduced 10/23/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-556 w-Attachment

MOTION TO ADOPT CONSENT AGENDA AND REFER OTHER MATTERS TO THE PROPER AGENCY. AND THE CONSENT AGENDA WAS ADOPTED.

1. *Executive Session*

Executive session to discuss the following litigation:

- *Bret Bodin; Darian Morgan; Brad Newell; Michael Rosas; Mid-City Mike Rentals, LLC; and AirBnB, Inc. v. City of New Orleans, Civ. Action No. 25-cv-00329, United States District Court for the Eastern District of Louisiana, Judge Jay C. Zainey*
- *Samantha Hignell-Stark; White Spider Rental Concierge, LLC; Russel Frank; Samantha and Bob McRaney; and Jimmie Taylor v. City of New Orleans, Civ. Action No. 19-cv-13773, consolidated with Kurt Klebe v. City of New Orleans, Civ. Action No. 22-2991, United States District Court for the Eastern District of Louisiana, Judge Ivan L.R. Lemelle*

Annotation:
SESSION TO BE HELD.

Attachments: Executive Session Public Notice October 23, 2025

REGULAR AGENDA

PUBLIC COMMENT RULES
All public comment shall comply with the following Council Rules:
• Each commenter must personally submit a comment card to the Clerk.
• All commenters must state their names and addresses and whether they are being paid to appear.
• One comment per speaker, per item.
• Each comment must be entirely germane to the agenda item.
• Comments may not exceed two minutes.
• Ceding of time is not permitted.
• Each item is limited to 30 minutes of public comment.

DEFERRAL RULES
Any annotation of a request to defer an agenda item is purely tentative until confirmed during the meeting. A request to defer an agenda item may be withdrawn or overruled pursuant to Council Rules.

POSTPONEMENT RULES
Unless subject to an earlier deadline or deferred to a specific date, legislative instruments will be postponed indefinitely and removed from future agendas if not acted upon within 120 days of first reading or appearance on a Council agenda.

1. CITY CODE SECTION 2-551 VENDOR PAYMENT ACCOUNTING HEARING

Brief:
Finance Department and procuring departments presenting on all invoices as of September 30, 2025 reports of outstanding vendor invoices.

Annotation:
(Cm. Giarrusso).
TO BE HELD.

Attachments: Report - Romy S. Samuel - Letter to Clerk of Council Outstanding Invoices 10-6-25
Report - Romy S. Samuel - Accounts Payable Outstanding Invoice Report - as of 09.30.2025 submitted 10.06.2025

2. HEARING - PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND REHRIG PACIFIC COMPANY

Brief:
Discussing, and if appropriate, authorizing by motion the Council president to sign the professional services agreement between the City and Rehrig Pacific Company, for the manufacture, assembly, and delivery of recycling carts and educational recycling kits, for a term of three years and at a maximum cost of $4.7 million, to be partially funded by $3.3 million in U.S. Environmental Protection Agency grant funds.

Annotation:
(Cm. Morrell).

(Public Works Committee referred matter to full Council for further discussion).
TO BE HELD.

Attachments: Dan Jatres Rehrig Pacific Company

3. **HEARING - OF MAXWELL CIARDULLO, CO-CHAIR, NEW ORLEANS HOUSING TRUST FUND ADVISORY COMMITTEE**

Brief:
Submitting the New Orleans Housing Trust Fund Annual Report as required by Sec. 70-415.342.

Annotation:
(Cm. Harris).
(Report received 10/9/25).
TO BE HELD.

Attachments: Report - Maxwell Ciardullo NO Housing Trust Fund Advisory Committee

4. **a. LEGISLATIVE GROUPING - IZD APPEAL - OF KWAME WALKER**

Brief:
Requesting to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to CZO 19.4.A.20.D for the property located at **2608 Republic Street**.

Annotation:
(Cm. Green).
(Communication received 9/25/25).

Attachments: IZD - Kwame Walker - 2608 Republic Street

5. **b. MOTION - NO. M-25-553 - BY: COUNCILMEMBER GREEN**

Brief:
Approving the applicant's request for the property located at **2608 Republic Street.**

Annotation:
(This matter was introduced 10/23/25).

Attachments: M-25-553

6. **c. MOTION - NO. M-25-554 - BY: COUNCILMEMBER GREEN**

Brief:
Denying the applicant's request for the property located at **2608 Republic Street.**

Annotation:
(This matter was introduced 10/23/25).

Attachments: M-25-554

7. IZD APPEAL - OF RON LOESEL, ZACH SMITH CONSULTING AND DESIGN

Brief:
Requesting to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to CZO 19.4.A.20.D for the property located at **734 Union Street, Unit 400**.

Annotation:
(Cm. Harris).
(Received letter from applicant requesting withdrawal).

Attachments: IZD - Ron Loesel - CSTR - 734 Union St. Unit 400
Ron Loesel - 734 Union Unit 400 Withdraw Letter

8. IZD APPEAL - OF DERNELL JOHNSON

Brief:
Requesting to appeal the Commercial Short-Term Rental Interim Zoning pursuant to CZO 19.4.A.20.D for the property located at **1038 Elysian Fields Avenue.**

Annotation:
(Cm. King).
(Communication received 8/21/25.
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: IZD - Dernell Johnson - Appeal for Renewal of Short-Term Rental License – CSTR License No. 23-CSTR-11209

9. a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 51/25 - CITY COUNCIL MOTION NO. M-25-400

Brief:
Requesting an Amendment to Ordinance No. 30,208 MCS (Zoning Docket 80/24), which established a conditional use to permit a community center in an HU-RM1 Historic Urban Multi-Family Residential District, to amend proviso six to allow for additional flexibility to meet the parking requirement and to consider any waivers that are necessary to achieve this goal, on Square 317, Lots A, B, 22, 23, 12, 13, A, C, and D, or Lots 8, 22, 23, 10, C, D, and three undesignated lots in the Fourth Municipal District, bounded by South Liberty Street, Philip Street, First Street, Loyola Avenue, and La Salle Street/Simon Bolivar Avenue **(Municipal Addresses: 2300-2308 South Liberty St., 2224-2226 Philip St., and 2229-2237 First Street)**. The recommendation of the City Planning Commission being FOR APPROVAL , subject to six (6) provisos.

Annotation:
(Cm. Harris, Cn. Deadline 12/8/25).

Attachments: ZD051-25 Attachments
ZD051-25

10. **b. MOTION - NO. M-25-542 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for **ZD. 51/25,** subject to six (6) provisos.

Annotation:
(This matter was introduced 10/23/25).

Attachments: M-25-542

11. **a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 52/25 - VICTOR R. FARRUGIA**

Brief:
Requesting a Conditional Use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 189, Lots 3 and 4, in the First Municipal District, bounded by Prytania Street, Erato Street, Camp Street, and Thalia Street **(Municipal Addresses: 1300-1316 Prytania Street)**. The recommendation of the City Planning Commission being FOR APPROVAL , subject to six (6) provisos.

Annotation:
(Cm. Harris, Cn. Deadline 12/8/25).

Attachments: ZD052-25 Final Packet
Transmittal letter for 9-23-25 CPC meeting (1) Revised

12. **b. MOTION - NO. M-25-543 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for **ZD. 52/25,** subject to six (6) provisos.

Annotation:
(This matter was introduced 10/23/25).

Attachments: M-25-543

13. **a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 54/25 - TULLIS INVESTMENTS, LLC**

Brief:
Requesting a Conditional Use to permit a gas station in a C-1 General Commercial District, Lot 20-A1, Section 20, Tall Timbers, in the Fifth Municipal District, bounded by Woodland Drive, Tullis Drive, and Woodland Highway **(Municipal Address: 4500 Woodland Drive).** The recommendation of the City Planning Commission being FOR APPROVAL, subject to three (3) provisos.

Annotation:
(Cm. King, Cn. Deadline 12/8/25).

Attachments: ZD054-25 Final Report Packet

14. **b. MOTION - NO. M-25-547 - BY: COUNCILMEMBER KING**

Brief:
Approving the applicant's request for **ZD 54/25,** subject to three (3) provisos**.**

Annotation:
(This matter was introduced 10/23/25).

Attachments: M-25-547

15. **a. LEGISLATIVE GROUPING - CAL. NO. 34,385 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
An Ordinance to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 9/7/23).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 34385

16. **b. MOTION (LYING OVER) - NO. M-23-426 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

Annotation:
(This matter was introduced 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-23-426 Lying Over

17. **c. MOTION (LYING OVER) - NO. M-23-427 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning

Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the Non-Commercial Short-Term Rental Interim Zoning District (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide. Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

Annotation:
(This matter was introduced 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-23-427 Lying Over

18. **a. LEGISLATIVE GROUPING - CAL. NO. 35,093 - BY: COUNCILMEMBERS THOMAS, GIARRUSSO, GREEN, KING AND HARRIS (BY REQUEST)**

Brief:
An Ordinance to ordain Chapter 82, Article XV, Sections 82-718 - 82-723 of the Code of the City of New Orleans to restrict the sale of flavored alternative nicotine products, specifically vapes and pouches, to tobacco-specific businesses; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 4/10/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35093

19. **b. MOTION (LYING OVER) - NO. M-25-254 - BY: COUNCILMEMBERS THOMAS, GIARRUSSO, HARRIS, GREEN AND KING (BY REQUEST)**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider amending and reordaining Article 26 of the Comprehensive Zoning Ordinance of the City of New Orleans (Ordinance No. 4,264 M.C.S., as amended by Ordinance No. 26,413 M.C.S. and subsequent amendments) to create a new use definition for a "Tobacco-Nicotine Business," which is defined as follows:

A retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products and accessories, or nicotine, nicotine products and accessories, such that the sale of other products is merely incidental.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-254 Lying Over

20. **CAL. NO. 35,103 - BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS**

Brief:
An Ordinance to establish the Children's Benevolence Fund as Division 55 of Article III in Chapter 70 of the Code of the City of New Orleans; to ordain Sections 70-415.344 through 70-415.349 of the Code of the City of New Orleans within said Division; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35103

21. CAL. NO. 35,117 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING

Brief:
An Ordinance to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 5/8/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35117

22. CAL. NO. 35,127 - BY: COUNCILMEMBERS MORRELL, MORENO, GIARRUSSO, AND KING

Brief:
An Ordinance to require the criminal justice agencies to use the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council to delineate how City funds are allocated within their respective agencies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 5/28/25).

Attachments: 35127
SPEAKER(S) 9-25-25

23. CAL. NO. 35,133 - BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS AND KING

Brief:
An Ordinance to amend and reordain Section 147-7 of the Code of the City of New Orleans, relative to the establishment of a public-facing dashboard developed, monitored, and updated by the Police Department, acting in conjunction with the New Orleans Office of Homeland Security and Emergency Preparedness Real-Time Crime Center, providing required metrics, data, and information concerning the use of surveillance technologies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 6/12/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35133
SPEAKER(S) 9-25-25
SPEAKER 10/9/25

24. CAL. NO. 35,237 - BY: COUNCILMEMBER THOMAS (BY REQUEST)

Brief:
An Ordinance authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and Orleans Parish Communications District (the "OPCD"), with a term greater than one year, for the public purpose of improving the management, quality, speed, priority, standardization, and consistency by which 9-1-1 call are processed, non-emergency calls are handled, and the overall organizational structure of OPCD, as more fully detailed in the Cooperative Endeavor Agreement Exhibit "A"; and otherwise to provide respect thereto.

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35237
SPEAKER

25. CAL. NO. 35,240 - BY: COUNCILMEMBER GREEN (BY REQUEST)

Brief:
An Ordinance to approve and authorize the City of New Orleans ("City"), by and through the New Orleans Aviation Board ("NOAB"), to enter into a Lease Agreement at Louis Armstrong New Orleans International Airport with AERO NEW ORLEANS II, LLC; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 9/25/25).

Attachments: 35240

26. CAL. NO. 35,253 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026 in accordance with Sections 3-116, 4-206(1)(f), and 6-102 of the Home Rule Charter of the City of New Orleans; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35253

27. CAL. NO. 35,254 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026 in accordance with Sections 3-115, 4-206(1)(f), and 6-102(3) of the Home Rule Charter of the City of New Orleans; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35254

28. CAL. NO. 35,255 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance providing a Capital Budget for the year 2026 in accordance with the provisions of Section 3-117 and 4-206 (1) (f) of the City Charter; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35255

29. CAL. NO. 35,256 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance relative to the levy of ad valorem taxes upon the assessed value of all property, real, personal, and mixed, subject to taxation in the City of New Orleans and relative to the levy of ad valorem taxes on property located in special development and security districts in the City of New Orleans for the year 2026, to levy millage rates for the year 2026, and to reallocate the tax receipts for a state millage; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35256

30. CAL. NO. 35,257 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance relative to the levy of fees on property located in special security and improvement taxing districts in the City of New Orleans for the year 2026; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35257

31. CAL. NO. 35,258 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance to amend and reordain Section 2-1103 of the Code of the City of New Orleans, setting fees for notarial services and related costs; and otherwise to provide with respect thereto

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35258

32. CAL. NO. 35,259 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance to adopt the New Orleans Tourism and Cultural Foundation's Tourism and Cultural Economy Program, Proposed Grant Scoring Matrix, and budget for the year 2026, to be administered by New Orleans Tourism and Cultural Foundation to: (1) provide services and financial support to the culture-bearers and cultural economy of New Orleans, including, without limitation, the people, enterprises, and communities that transform cultural skills, knowledge, and ideas into economically productive goods, services, and places, and (2) enhance tourism in New Orleans by strengthening the cultural economy, which attracts tourists to New Orleans, supporting events and festivals, for the year 2026; and to provide otherwise with respect thereto.

Annotation:
(This matter was introduced on 10/1/25).
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: 35259

33. CAL. NO. 35,267 - BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

Brief:
An Ordinance to approve rates for Slip Leases located on or over property owned by the City of New Orleans (City) at the Municipal Yacht Harbor; to approve slip leases granted from the New Orleans Municipal Yacht Harbor Management Corporation (MYHMC) to individual lessees pursuant to Section 2-928 of the Code of the City of New Orleans (Code) beginning in 2026; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).

Attachments: 35267

34. CAL. NO. 35,268 - BY: COUNCILMEMBER HARRIS (BY REQUEST)

Brief:
An Ordinance authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans ("City"), and the Jefferson Parish Clerk of Court, for a term greater than one year, for the public purpose of providing access to JeffNet in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form Exhibit "A" ; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).

Attachments: 35268

35. CAL. NO. 35,272 - BY: COUNCILMEMBER KING (BY REQUEST)

Brief:
An Ordinance authorizing the Mayor of the City of New Orleans to enter into a Subrecipient Agreement between the City of New Orleans (the City), and New Orleans Redevelopment Authority (NORA), for a term greater than one year, for the public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021 in the City of New Orleans, as more fully detailed in the Subrecipient Agreement form Exhibit A ; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).

Attachments: 35272

36. CAL. NO. 35,273 - BY: COUNCILMEMBER KING

Brief:
An Ordinance to provide for the designation of public property within a specified area of the City of New Orleans as a temporary "Special Event Clean Zone" during the time period beginning at 6:00 a.m. on Monday, December 29, 2025, and continuing through and until 11:59 p.m. on Friday, January 2, 2026 (the "Effective Period"), relative to the use of these public areas in conjunction with the 2026 CFP Quarterfinal at the Allstate Sugar Bowl and related activities and events produced by the College Football Playoff; to provide for the temporary prohibition of certain commercial activities in the Special Event Clean Zone unless approved, sanctioned or authorized by the City or as set forth in Sponsor's (as defined, below) special event permit, if and as applicable; to provide for the establishment of one or more public participation areas; to provide for the establishment of fines and penalties for violations of this ordinance; to establish the Special Event Clean Zone within the area bounded by the Pontchartrain Expressway, Tchoupitoulas Street, Orange Street proceeding across the Mississippi River, the West Bank Levee, Esplanade Avenue, North Claiborne Avenue, Tulane Avenue, and South Broad Street, excluding the Louisiana Superdome property, the New Orleans Smoothie King Arena property, and the

Ernest N. Morial Convention Center property; to provide a sunset period for applicability; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).

Attachments: 35273

37. CAL. NO. 35,274 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to move grant funds from Miscellaneous to the New Orleans Recreation Development Commission for operational expenses; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).
(Fiscal Note received).

Attachments: 35274

38. CAL. NO. 35,275 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to move private grants funds within the Health Department from 200 - Other Operating to 100 - Personal Services for the National Collaboration on Gun Violence (NCGVR); and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/9/25).
(Fiscal Note received).

Attachments: 35275

39. MOTION (LYING OVER) - NO. M-25-182 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Juvenile Justice Center/ Hiring Rates) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:

(This matter was introduced 3/27/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-182 Lying Over
Speaker

40. MOTION (LYING OVER) - NO. M-25-183 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Juvenile Justice Center/New Classifications) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-183 Lying Over

41. MOTION (LYING OVER) - NO. M-25-184 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (CAO) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-184 Lying Over

42. MOTION (LYING OVER) - NO. M-25-186 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Public Works) as adopted by the Civil Service Commission at its January 10, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).

(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-186 Lying Over

43. MOTION (LYING OVER) - NO. M-25-187 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its January 10, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-187 Lying Over

44. MOTION (LYING OVER) - NO. M-25-189 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Professional Certification Pay) as adopted by the Civil Service Commission at its February 3, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-189 Lying Over

45. MOTION (LYING OVER) - NO. M-25-235 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-235 Lying Over

46. MOTION (LYING OVER) - NO. M-25-236 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-236 Lying Over

47. MOTION (LYING OVER) - NO. M-25-238 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Property Management) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-238 Lying Over

48. MOTION (LYING OVER) - NO. M-25-239 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval, the following amendments to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-239 Lying Over

49. **MOTION (LYING OVER) - NO. M-25-288 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS**

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its May 9, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective May 25, 2025.

Annotation:
(This matter was introduced 5/22/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-288 Lying Over

50. **MOTION (LYING OVER) - NO. M-25-435 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS**

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its July 11, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective August 24, 2025.

Annotation:
(This matter was introduced 8/21/25).
(Budget, Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 11/6/25.

Attachments: M-25-435 Lying Over

51. **a. LEGISLATIVE GROUPING - MOTION (LYING OVER) - NO. M-25-530 - BY: COUNCILMEMBERS MORRELL AND HARRIS**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider an amendment to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance ("CZO"), to amend Article 19 to establish a new Interim Zoning District to be named the Transient Lodging Interim Zoning District ("IZD"), the intent of which is to require the approval of a conditional use by ordinance for the following uses when they are designated as permitted uses ("P") in the text of the Comprehensive Zoning Ordinance: hotel/motel; hostel; short-term rental, commercial; timeshare; bed and breakfast, principal and accessory (collectively, the "Transient Lodging Uses"). The Transient Lodging Uses shall be subject to all provisions in the CZO related to conditional uses, including but not limited to Section 4.3. All other regulations in the CZO that may relate to any of the Transient Lodging Uses, including but not limited to use standards, bulk and yard standards, parking requirements, and stormwater management, shall continue to apply to the uses if approved under the terms of this IZD, unless expressly waived by the ordinance approving the conditional use. Where any of the Transient Lodging Uses are prohibited in the CZO, they shall remain prohibited uses under this IZD.

Annotation:
(This matter was introduced on 10/9/25).

Attachments: M-25-530 Lying Over

52. **b. AMENDMENT TO MOTION NO. M-25-530 - BY: COUNCILMEMBERS MORRELL AND HARRIS**

Brief:
Amendment to M-25-530 to add additional review standards for appeals, to codify review criteria for conditional uses considered under this Interim Zoning District, to make technical corrections, and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: M-25-530 Amendment

53. **RESOLUTION - NO. R-25-546 - BY: COUNCILMEMBER GIARRUSSO**

Brief:
A RESOLUTION calling an election in the Upper Hurstville Security District for Saturday, April 18, 2026.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: R-25-546

54. **RESOLUTION - NO. R-25-548 - BY: COUNCILMEMBER GREEN (BY REQUEST)**

Brief:
A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS ($15,000,000) NEW ORLEANS AVIATION BOARD CFC BOND ANTICIPATION NOTE IN ONE OR MORE SERIES IN ORDER TO REIMBURSE THE AIRPORT'S GENERAL FUND AND/OR PAY FOR PRELIMINARY EXPENDITURES AND TO FINANCE CFC PROJECTS AT THE LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT; AUTHORIZING NOT TO EXCEED ONE HUNDRED TWENTY MILLION DOLLARS ($120,000,000) OF NEW ORLEANS AVIATION BOARD REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES TO CURRENTLY REFUND THE CFC BOND ANTICIPATION NOTE AND THE OUTSTANDING SERIES 2018 CFC REFUNDING BONDS; APPROVING AN AMENDED AND RESTATED CUSTOMER FACILITY CHARGE MASTER REVENUE BOND TRUST INDENTURE AND A FIRST SUPPLEMENTAL INDENTURE THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: R-25-548 w-Attachment

55. MOTION - NO. M-25-549 - BY: COUNCILMEMBER MORRELL

Brief:
Designating the intersection of Valence Street and Magnolia Street as the "Big Chief Monk Boudreaux Honorary Intersection" pursuant to Section 146-762 of the Code of the City of New Orleans.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: M-25-549

56. MOTION - NO. M-25-550 - BY: COUNCILMEMBER MORRELL

Brief:
Nominating Justyn A. Hawkins as the Council's representative on the Mayoral Scholarship Selection Committee authorized by Section 2-33 of the Code of the City of New Orleans.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: M-25-550

57. MOTION - NO. M-25-551 - BY: COUNCILMEMBER HARRIS

Brief:
Requesting that the budget and implementation plan be resubmitted with the following modifications to the Housing Trust Fund Advisory Committee for its concurrence or rejection and alteration or modification:

1. Reducing the funding proposed for Small Multifamily Construction Subsidy from $6,350,863 to $2,350,863;
2. Increasing the funding proposed for Owner Occupied Roof Rehab from $2,054,691 to $4,054,691;
3. Increasing the funding proposed for Small Rental Rehab from $1,867,901 to $3,867,901;
4. Amending the scope of the Owner Occupied Roof Rehab program to allow forgivable loans for other types of repairs, including but not limited to necessary structural repairs, code

violation remediation, and resilience retrofitting directed toward reducing insurance premiums.

Annotation
(This matter was introduced 10/23/25).

Attachments: M-25-551

58. RESOLUTION - NO. R-25-552 - BY: COUNCILMEMBER MORENO

Brief:
Stating that the New Orleans City Council will work with the Orleans Parish delegation of the Louisiana Legislature concerning patient access to essential medications.

Annotation:
(This matter was introduced on 10/23/25).

Attachments: R-25-552

59. MOTION - NO. M-25-555 - BY: COUNCILMEMBER THOMAS (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the contract between the City of New Orleans and Manning Family Children's Hospital; and authorizing the President of the Council to sign the contract between the City of New Orleans and Manning Family Children's Hospital (Exhibit A).

Annotation
(This was introduced 10/23/25).

Attachments: M-25-555 w-Attachment

60. ORDINANCES ON FIRST READING

SPECIAL ORDERS OF BUSINESS

1. FIRST - THIRD ORDERS OF BUSSINESS - PRESENTATION - THE 12th ANNUAL BREAST CANCER AWARENESS DAY

Panel Presentation:
Dr. Denise Roubion-Johnson, Clinical Director for Louisiana Breast & Cervical Cancer Programs, LSU Health & Science Center
Dr. Lacie L. Tillman, PhD, MPH, Chronic Disease Program Manager Population Health & Disease Prevention - New Orleans Health Department
Dr. Shawn McKinney, Clinical Beast Surgeon, Director of Breast Services at University Medical Center, New Orleans
Dr. Michelle Marie Loch, BSN, MD, MACI Associate Professor of Medicine, Louisiana State University Health & Science Center

Honorees:
Councilmember-at-Large (1) Melody Martin
Councilmember-at-Large (2) Jessica Huneycutt
District "A" The Survivor Rowing Club
District "B" Linda J. Carter
District "C" Attorney Colette White
District "D" Trenell Scott
District "E" Pamela Cager- Martin & Jennifer Burton

Brief:
Recognizing various medical professionals, support organizations, survivors, and service agencies for their community involvement and engagement during breast cancer awareness month.

Annotation:
(Cm. Thomas).
TO APPEAR.

MEMORANDUM

TO:	Clerk of Council
FROM:	Erin Spears, Chief of Staff & Counsel, Council Utilities Regulatory Office
DATE:	October 20, 2025
SUBJECT:	Communications Related to Electric and Gas Utility Matters

Madame Clerk,

Please accept this memorandum as the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on October 23, 2025.

Communications from Entergy New Orleans, LLC

1. Securitized Storm Recovery Rider II True-up Adjustment Filing, UD-22-01
2. Comments, UD-25-01

Communications from Delta New Orleans Gas Company, LLC

1. Comments, UD-25-01

Other Communications

1. Comments, submitted by Alliance for Affordable Energy, UD-19-01
2. Comments, submitted by Alliance for Affordable Energy, UD-25-01
3. Comments, submitted by Air Products and Chemicals Inc., UD-25-01

Entergy New Orleans, LLC
1600 Perdido Street 70112 Bldg 505
Tel 504 670-3680
lnix@entergy.com

Leroy Nix
Vice-President – Regulatory & Public Affairs

October 15, 2025

VIA ELECTRONIC DELIVERY
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112

Re: ***Application of Entergy New Orleans, LLC and the Louisiana Utilities Restoration Corporation for Authority to Fund and Finance Storm Recovery Reserves, and Related Relief, Docket No. UD-22-01***

Dear Clerk of Council:

Please find enclosed for your handing Entergy New Orleans, LLC's ("ENO") Securitized Storm Recovery Rider II ("Rider SSCRII") True-up Adjustment Filing as shown in Attachment A to Rider SSCRII, supporting calculations, and a summary of the resulting effects of the rider on typical bills. ENO submits this filing electronically and asks that you file accordingly.

Pursuant to Council Resolution R-22-437 (As Corrected) issued on October 6, 2022 in regard to Application of Entergy New Orleans, LLC and the Louisiana Utilities Restoration Corporation for Authority to Fund and Finance Storm Recovery Reserves, and Related Relief in Docket No. UD-22-01 (the "Financing Order"), ENO as Servicer of the Storm Recovery Bonds or any successor Servicer on behalf of the trustee as assignee of the Louisiana Utilities Restoration Corporation (the "Servicer") shall apply semi-annually for a mandatory periodic adjustment to the Storm Recovery Charge. Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Financing Order or the Louisiana Electric Utility Storm Recovery Securitization Act, codified at La. R.S. 45:1226-1240.

Each semi-annual true-up adjustment shall be filed with the Council of the City of New Orleans ("Council") not less than fifteen days prior to the first billing cycle of the month in which the revised storm recovery charges will be in effect. The Council Utility Advisors will have 15 days after the date of a true-up adjustment filing in which to confirm the mathematical accuracy of the Servicer's adjustment, after which the charge will become effective.

However, any mathematical correction not made prior to the effective date of the storm recovery charge will be made in future true-up adjustment filings and will not delay the effectiveness of the storm recovery charge.

Using the formula approved by the Council in the Financing Order, this filing modifies the variables used in the Storm Recovery Charge calculation and provides the resulting modified Storm Recovery Charge. The supporting workpapers show the resulting Storm Recovery Charge expressed as a percentage of base rate revenues and calculated in accordance with the Financing Order. The assumptions underlying the current Storm Recovery Charge were filed by ENO in a Rate Adjustment Filing dated April 15, 2025. The new SSCRII Rate is 5.3902% and will commence billing for monthly customer bills rendered on and after the first billing cycle of November 2025.

The following materials are provided with this letter:

1) NOTICE identifying the nature of the enclosed filing and stating the right of the public to inspect and copy same;

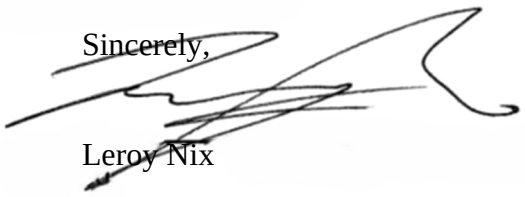
2) A cover sheet Summary of the enclosed filing summarizing the contents of and describing the effects thereof; and

3) A copy of the referenced filing.

The supporting workpapers for the True-up Adjustment calculation contain information that is designated as Highly Sensitive Protected Materials ("HSPM"). The HSPM materials are being produced only to the appropriate Reviewing Representatives under the terms of the provisions of the Official Protective Order adopted pursuant to Council Resolution R-07-432 relative to the disclosure of Protected Materials. The HSPM materials (along with the revised Attachment A containing the SSCRII Rate) are being produced to the Council Advisors under separate cover on October 15, 2025.

Thank you for your courtesy and assistance with this matter. If you have any questions, I may be reached at (504) 670-3680.

Sincerely,



Leroy Nix

Enclosures
cc: Official Service List Council Docket No. UD-22-01

N O T I C E

Attached is a cover sheet summarizing the contents of the semi-annual True-up Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider II ("Rider SSCRII"). This filing is made by Entergy New Orleans, LLC ("ENO") with the Council of the City of New Orleans ("Council") pursuant to the Financing Order adopted in Resolution R-22-437 (As Corrected) in Council Docket No. UD-22-01. The cover sheet summarizes the filing and attached to the cover sheet summary is a copy of the filing so that anyone who wishes to may review the filing and may make a copy, at that person's expense. A copy of this notice, the summary, and the filing is to be located at the main branch and every operational satellite branch of the New Orleans Public Library located in Orleans Parish, and also at the ENO Customer Care Centers located in Orleans Parish. A copy will also be available at the office of the Clerk of Council of the City of New Orleans.

ENTERGY NEW ORLEANS, LLC

SUMMARY OF ENO'S RATE ADJUSTMENT SHOWN ON ATTACHMENT A TO THE SECURITIZED STORM COST RECOVERY RIDER II ("RIDER SSCRII")

Pursuant to the Financing Order adopted in Resolution R-22-437 (As Corrected) in Council Docket No. UD-22-01 ("Financing Order"), Entergy New Orleans, LLC ("ENO") must file a semi-annual True-up of the Rate Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider II ("Rider SSCRII"). Rider SSCRII is the mechanism through which ENO collects storm recovery charges on behalf of the Louisiana Utilities Restoration Corporation to pay the debt service obligations and other ongoing costs related to the storm recovery bonds, the issuance of which was authorized by the Council of the City of New Orleans (the "Council") in the Financing Order in Council Docket No. UD-22-01.

The estimated effects of the semi-annual True-up Adjustment of the storm recovery charges will be implemented beginning on the first day of the first billing cycle of November 2025. The effects of ENO's semi-annual true-up of the storm recovery charges imposed on the monthly electric bill through Rider SSCRII authorized by the Council in the Financing Order are as follows:

Estimated Typical Monthly Electric Bill
Summer/Winter Average
($)

Customer Type	Energy (kWh)	Demand (kW)	Present Rate	Proposed Rate	Variance
Residential Legacy	1,000	-	$ 136.36	$ 136.44	$ 0.08
Residential Algiers	1,000	-	$ 132.19	$ 132.26	$ 0.07
Small Electric Legacy	9,125	50	$ 1,354.16	$ 1,354.96	$ 0.80
Small Electric Algiers	9,125	50	$ 1,312.70	$ 1,313.48	$ 0.78
Large Electric	91,250	250	$ 9,894.39	$ 9,899.99	$ 5.60
Large Electric Algiers	91,250	250	$ 9,591.50	$ 9,596.93	$ 5.43

Written comments should be filed with the City Council Utilities Regulatory Office-City Hall, Room 6E07, 1300 Perdido Street, New Orleans, LA 70112. Phone (504) 658-1110 for more information.

ENTERGY NEW ORLEANS, LLC

Attachment A
Page 1 of 1
Effective: 10/31/2025

ENTERGY NEW ORLEANS, LLC
SECURITIZED STORM COST RECOVERY RIDER SSCRII

SSCRII RATE

All Rate Classes	5.3902%	CR

*Excluding Schedules AFC, AMO, BRAR, CSGF, DTK, EAC, EECR, EFRP, EVCI, FAC, GPO, IRAR-E, MES, MISO, PPCR, PPS, R-3, R-8, RPCEA, SMS, SSCO, SSCOII and SSCR.

Entergy New Orleans, LLC
1600 Perdido Street 70112 Bldg 505
Tel 504 670-3680
lnix@entergy.com

Leroy Nix
Vice-President – Regulatory & Public Affairs

October 15, 2025

City of New Orleans
Public Libraries

Re: Application of Entergy New Orleans, LLC and the Louisiana Utilities Restoration Corporation for Authority to Fund and Finance Storm Recovery Reserves, and Related Relief, Docket No. UD-22-01

Entergy New Orleans, LLC ("ENO") hereby deposits with the main branch of the New Orleans Public Library and each satellite branch in the Company's service territory for public inspection and copying, at the expense of the person requesting any copies, the following documents that relate to the October 15, 2025 filing on behalf of ENO:

1) NOTICE identifying the nature of the semi-annual True-up Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider SSCRII and stating the right of the public to inspect and copy same;

2) A cover sheet Summary of the enclosed filing summarizing the contents of and describing the effects thereof; and

3) Copies of the enclosed filing.

Certain portions of the filing and supporting workpapers contain information that is designated as Highly Sensitive Protected Materials ("HSPM"). The HSPM materials are being produced only to the appropriate Reviewing Representatives under the terms of the provisions of the Official Protective Order adopted pursuant to Council Resolution R-07-432 relative to the disclosure of Protected Materials.

Sincerely,

Leroy Nix

Entergy New Orleans, LLC
1600 Perdido Street 70112 Bldg 505
Tel 504 670-3680
lnix@entergy.com

Leroy Nix
Vice-President – Regulatory & Public Affairs

October 15, 2025

VIA ELECTRONIC DELIVERY
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112

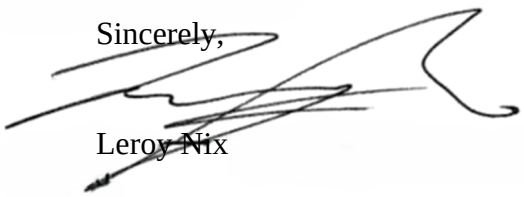
Re: ***Advertisement to be published within one week*** in the Official Journal of the City of New Orleans ("the "Times Picayune") of the attached Notice & Summary of Entergy New Orleans, LLC's Rate Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider SSCRII

Dear Clerk of Council:

Enclosed is a copy of the "Notice and Summary" for the above referenced filing of Entergy New Orleans, LLC ("ENO"). This advertisement must be published within one week in the official journal of the City of New Orleans ("Times Picayune"). The Times Picayune has an account for Entergy New Orleans, LLC and can bill the Company directly. Please expedite this advertisement being placed, as it is time sensitive. The Company further requests the notice to be run once a week for three consecutive weeks beginning as soon as the notice can be placed with the publisher.

Thank you for your courtesy and assistance with this matter. If you have any questions, I may be reached at (504) 670-3680.

Sincerely,



Leroy Nix

Enclosures
cc: Erin C. Spears
Sara K. Bynum – (w/native Word file of Notice & Summary sent by e-mail) to sara.bynum@nola.gov

NOTICE

Attached is a cover sheet summarizing the contents of the semi-annual True-up Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider II ("Rider SSCRII"). This filing is made by Entergy New Orleans, LLC ("ENO") with the Council of the City of New Orleans ("Council") pursuant to the Financing Order adopted in Resolution R-22-437 (As Corrected) in Council Docket No. UD-22-01. The cover sheet summarizes the filing and attached to the cover sheet summary is a copy of the filing so that anyone who wishes to may review the filing and may make a copy, at that person's expense. A copy of this notice, the summary, and the filing is to be located at the main branch and every operational satellite branch of the New Orleans Public Library located in Orleans Parish, and also at the ENO Customer Care Centers located in Orleans Parish. A copy will also be available at the office of the Clerk of Council of the City of New Orleans.

SUMMARY OF ENO'S RATE ADJUSTMENT SHOWN ON ATTACHMENT A TO THE SECURITIZED STORM COST RECOVERY RIDER II ("RIDER SSCRII")

Pursuant to the Financing Order adopted in Resolution R-22-437 (As Corrected) in Council Docket No. UD-22-01 ("Financing Order"), Entergy New Orleans, LLC ("ENO") must file a semi-annual True-up of the Rate Adjustment shown in Attachment A to the Securitized Storm Cost Recovery Rider II ("Rider SSCRII"). Rider SSCRII is the mechanism through which ENO collects storm recovery charges on behalf of the Louisiana Utilities Restoration Corporation to pay the debt service obligations and other ongoing costs related to the storm recovery bonds, the issuance of which was authorized by the Council of the City of New Orleans (the "Council") in the Financing Order in Council Docket No. UD-22-01.

The estimated effects of the semi-annual True-up Adjustment of the storm recovery charges will be implemented beginning on the first day of the first billing cycle of November 2025. The effects of ENO's semi-annual true-up of the storm recovery charges imposed on the monthly electric bill through Rider SSCRII authorized by the Council in the Financing Order are as follows:

Estimated Typical Monthly Electric Bill
Summer/Winter Average
($)

Customer Type	Energy (kWh)	Demand (kW)	Present Rate	Proposed Rate	Variance
Residential Legacy	1,000	-	$ 136.36	$ 136.44	$ 0.08
Residential Algiers	1,000	-	$ 132.19	$ 132.26	$ 0.07
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Large Electric	91,250	250	$ 9,894.39	$ 9,899.99	$ 5.60
Large Electric Algiers	91,250	250	$ 9,591.50	$ 9,596.93	$ 5.43

Written comments should be filed with the City Council Utilities Regulatory Office-City Hall, Room 6E07, 1300 Perdido Street, New Orleans, LA 70112. Phone (504) 658-1110 for more information.

ENTERGY NEW ORLEANS, LLC

Courtney R. Nicholson
Assistant General Counsel
Entergy Services, LLC
504-576-6523 | cnicho2@entergy.com
639 Loyola Avenue, New Orleans, LA 70113

October 17, 2025

VIA ELECTRONIC MAIL

Clerk of Council
Clerkofcouncil@la.gov
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Resolution and Order Establishing a New Docket and Procedural Schedule to Revise Chapter 158 of the Code of Ordinances
(CNO Docket No. UD-25-01)

Dear Clerk of Council:

Attached please find *Entergy Orleans, LLC's ("ENO") Comments in Response to the Proposed-Revised Chapter 158 of the Municipal Code of New Orleans and to the Proposed Utilities Regulatory Manual,* with attached Exhibits, which is being filed in the above-referenced docket. ENO submits this filing electronically and will submit the requisite original and number of hard copies if and when directed to do so.

Thank you for your assistance in this matter, and please let me know if you have any questions or concerns.

Sincerely,

Courtney R. Nicholson

CRN/hhs

Enclosures
cc: Official Service List UD-25-01 *(via electronic mail)*

BEFORE THE

COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES	**)** **)** **)** **)** **)**	**DOCKET NO. UD-25-01**

ENTERGY NEW ORLEANS, LLC'S COMMENTS IN RESPONSE TO THE PROPOSED-REVISED CHAPTER 158 OF THE MUNICIPAL CODE OF NEW ORLEANS AND TO THE PROPOSED UTILITIES REGULATORY MANUAL

Entergy New Orleans, LLC ("ENO" or the "Company"), in compliance with the requirements of Council of the City of New Orleans (the "Council") Resolution No. R-25-407 ("Resolution"), respectfully submits these Comments to the proposed-revised Chapter 158 of the Municipal Code of the City of New Orleans ("Proposed 158") and to the newly-proposed Utilities Regulatory Manual ("URM").

Overall, ENO believes that Proposed 158 is an improvement over the currently existing version of Chapter 158 ("Current 158"). Proposed 158 simplifies Current 158 in certain respects and provides much-welcomed updates to codify the electronic submission of filings. Additionally, ENO believes that removing a number of the technical filing and other requirements from Current 158 and placing such requirements instead in the newly-proposed URM, which can be modified, if needed, by Council Resolution, is a positive development.

Although ENO views Proposed 158 and the URM as containing many positive revisions to Current 158, in these Comments, ENO takes exception to certain revisions and proposes its own revisions to Proposed 158 and to the URM.

I. ENO'S SUGGESTED REVISIONS TO PROPOSED 158

A. Proposed 158, Article II, Division II, Sections 158-9, *et seq*., Customer Complaints

Proposed 158 puts forth numerous proposed revisions to Current 158 related to the Customer Complaint processes. ENO takes exception to some of the proposed changes and submits its own proposed revisions to Proposed 158's Customer Complaint processes. As discussed more fully below, ENO urges that: (1) the process for handling customer property damage claims be separated from the customer complaint process and set forth in the utility's Customer Service Regulations; (2) unresolved property damage claims be excluded from the CURO administrative appeals process; and (3) that the proposed customer complaint process be simplified. A redlined version of Proposed 158 reflecting ENO's proposed changes is attached hereto as Exhibit 1.

Damage Claims and the Damage Claims Process

Section 158-10 of Proposed 158 provides that this article is applicable to "unresolved property loss claims," which suggests that the detailed customer complaint process, the corresponding complaint process timelines, and the administrative appeals provisions are also applicable to property loss claims. ENO disagrees with these proposed revisions in several respects.

The process for resolving property loss claims is significantly different and more complex than a typical customer complaint over a billing dispute, for example. That damage claims process necessarily involves multiple parties, some of whom are not controlled by the utility, and it can often require a detailed and time-consuming investigation by the utility, retention by the customer of his or her own inspector or investigator, gathering of and submission of evidence of damage and proof of loss by the customer, and coordinating the scheduling of all of these activities.

Additionally, if the customer is dissatisfied with and disputes the initial disposition of the claims, there are multiple levels of appeal internal to Entergy that may be requested.

The damage claims process currently in effect is outlined in section 52 of ENO's Service Regulations filed with and approved by the Council. That section reads as follows:

> 52. Damage Claims. The Company shall maintain a process for any Customer to make a claim for loss or damage of property due to an adverse action of the Company in connection with the provision of electric and/or gas service. Customers can contact the Company through its toll-free phone number, 1(800) ENTERGY, in person at one of the local Customer Contact Centers, or through the Company's website: www.entergyneworleans.com. Upon receiving a claim of damage, the claim will be routed to the appropriate department and assigned a Company Claims Analyst. Depending on the nature of the claim, an independent claims adjuster may be engaged to investigate the claim. Absent extenuating circumstances, for example restoration of Service following a natural disaster, a Company representative will contact the Customer within five (5) business days to inform the Customer that the Company has received the claim, provide the Customer with a claim reference and, if necessary, to gather additional information regarding the claim. The Company representative may also ask the Customer to provide documentation that supports the claim, such as receipts. The Company will initiate an investigation and provide a response to the Customer's claim within ten (10) business days of receipt of supporting documentation. Depending on the determination reached, the Customer may also elect to request further review of the claim by a Claims Specialist and/or Lead Specialist. If the Customer remains dissatisfied with the Company's response to the Claim, the Customer may request review by the Claims Manager. Nothing contained in this Section shall abridge the rights and obligations of the parties under applicable Louisiana law.
>
> ENO Customer Service Regulations, at p. 34.

ENO believes that the damage claims process as outlined in ENO's Customer Service Regulations is reasonable and provides sufficient structure, along with much-needed flexibility, to address the real-world practicalities of working through property damage claims submitted by customers. Accordingly, ENO urges the Council to delete subparagraph (g) to Section 158-10 and instead: (1) add a new Section that states that claims for property damage or loss related to the provision of utility services are governed by the process set forth in the utility's Customer Service

Regulations as approved by the Council. This will also ensure that the caveat that currently exists in ENO's Customer Service Regulations related to damage claims (i.e., that extenuating circumstances, such as restoration of service following a natural disaster, may affect the timing of claim resolution) will be carried forward.

Current 158 provides that if a customer is unsatisfied with the utility's disposition of an informal customer complaint, the customer may file a formal complaint with the Council Utilities Regulatory Office (CURO"), after which a complaint officer will be appointed and an administrative hearing scheduled for review of the customer's formal complaint. See Sections 158-1051 through 158-1059 of Current 158 (Municipal Code of the City of New Orleans, (2025)). Section 158-1057 (3)(j) of Current 158 expressly excludes damage claims from the purview of such administrative hearings and provides that "[a] customer may not request an administrative hearing if … [t]he customer/applicant is disputing … [a] claim for property damage made against the utility." However, Section 158-10 (g) of Proposed 158 provides that "the subject of complaints reviewed under this article include … unresolved property loss claims resulting from a loss of service or defect in service." This suggests that, unlike under the provisions of Current 158, customers' claims submitted to ENO for property damage due to a loss of service or defect in service that are not resolved to the satisfaction of the customer would be subject to the administrative review and hearing process conducted by a CURO employee or a CURO-appointed third party appeal officer. See Section 158-11 of Proposed 158 ("All eligible appeals will be reviewed by CURO or a third-party appeal officer who will issue a final decision on the appeal.") ENO strongly urges that claims for property damage must be excluded from the administrative review and hearing process under Proposed 158, as more fully discussed below.

Property loss claims are legal claims submitted to the utility seeking monetary damages for an alleged loss. Property damage claims were properly excluded from the administrative appeals process in Current 158 because neither the Council nor CURO has subject matter jurisdiction over such claims. The Council is a legislative body charged by the Home Rule Charter of the City of New Orleans with ratemaking and regulatory authority over utilities operating in Orleans Parish.[1] It is well-established that as a legislative body, the Council does not have subject matter jurisdiction to award monetary damages. The award of monetary damages falls within the exclusive jurisdiction of the courts.[2] This is implicitly acknowledged in Section 158-10 of Proposed 158, which provides: "Please note that certain issues are more appropriately resolved in other forums, either by the council itself, judicially, or in another proceeding designed specifically for their resolution." Accordingly, in addition to the changes requested in the previous paragraph, ENO strongly urges the Council to include a specific provision in Section 158-16, Restriction on Appeals, in Proposed 158 to make clear, as does Current 158, that property damage claims are not subject to the administrative hearing process laid out in Sections 158-12, *et seq.* of Proposed 158 and any such claims submitted to CURO on appeal are subject to dismissal. Finally, ENO urges deletion of subparagraph (e) Section 158-17, Results of Appeal, as it also addresses property damage claims on appeal.

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1 Home Rule Charter of the City of New Orleans, Article III, Sections 3-101 and 3-130(1).

2 *City of New Orleans v. United Gas Pipe Line Co.*, 438 So. 2d 264 (La. App. 4th Cir.), *writ denied*, 442 So. 2d 463 (La. 1983)(holding that the determination of damages is solely a judicial function); *Magnolia Coal Terminal v. Phillips Oil Co.*, 576 So.2d 475, 487 (La.1991) (Dennis, J. concurring) ("Damage suits of all kinds ... have long been the warp and woof of the caseload of the courts.") ; *Creasman v. Gilpin*, 175 So.2d 879, 880 (La.App.2d 1965) ("Determination of the amount an injured party is entitled to recover against the wrongdoer to repair his damage is a function entrusted to the judicial branch of our government."); *Parker Gravel v. Louisiana Pub. Serv. Comm'n*, 162 So. 64 (La. 1935).

Non-Property Damage Customer Complaints

Section 158-11 of Proposed 158 sets forth an elaborate and rigid timeline for each step of a utility's process for responding to complaints made by a customer. Although ENO understands and agrees that customer complaints must be addressed with the customer upon receipt and resolved expeditiously, ENO believes that the process and timeline laid out in Section 158-11 is unrealistic in practice, borders on (if not crosses the line into) micromanagement[3] of the utility's

[3] For example, consider the detail included in Section 158-11(f) – (g) of Proposed 158:

(f) Initial complaint investigations

(1) Within two business days of receiving an initial complaint, the utility shall assign an investigator to review the complaint.

(2) The assigned investigator shall contact the claimant in accordance with the claimant's preferred means of contact no later than one business day after the investigator is assigned the complaint.

a. For all complaints, the investigator shall provide the claimant with a reference number for the initial complaint, the investigator's contact information, and a means by which the claimant may submit related documentation that supports the complaint. Additionally, for property loss claims, the adjuster shall provide the claimant with a proof of damage form to complete, any other forms required by the utility's service regulations, and a means by which the claimant may submit related documentation that supports the damage claim.

(3) The investigator shall attempt to contact the claimant at least twice. Each attempt shall be no less than 24 hours apart. After each unsuccessful attempt, the investigator shall provide their name, the name of the utility, a brief description of the matter, and a contact number. If the investigator is unable to reach the claimant, or the claimant does not respond within three business days of the second attempt, the utility shall provide a written communication to the claimant including the dates and method of attempted communication and the contact information to address their complaint.

(4) All complaints shall be deemed resolved if the claimant does not contact the investigator within seven (7) business days of receiving the written communication from the utility.

(5) Property loss claims resulting from loss of service or defective service. If the investigator finds the claimant is entitled to compensation, the utility may request additional routine documentation, including receipts and/or a qualified technician's report including photographs verifying inspection and identifying the scope of the damage(s). If the investigator finds the claimant is not entitled to compensation, the utility shall conduct a supervisory review of the adjuster's decision in accordance with the provisions of the customer service regulations regarding customer complaints.

(g) Complaint disposition.

a. If no site visit is required to investigate the complaint, the utility shall issue an investigation disposition within seven business days speaking with the complainant, not to exceed 12 business days from receipt of initial complaint.

b. If a site visit is required to investigate the complaint, the investigator will coordinate with the claimant to schedule a time for the site visit. The site visit should occur within 14 business days of the claimant's response to the investigator. The utility shall send the disposition to the claimant no more than ten business days after the site visit not to exceed 36 business days from receipt of initial complaint.

customer service function, and should be revised to provide somewhat more flexibility while still maintaining the goals of addressing and resolving any and all customer complaints fairly and as expeditiously as possible. The vast majority of "complaints" received by ENO's Customer Service department represent disputes or other issues related to billing. These disputes could be that a customer believes that the electricity usage shown on their bill is inaccurate, or that they shouldn't have been charged a late charge, or simply that they cannot pay the amount due by the due date. Most of these disputes or questions received about a customer's bill are resolved relatively quickly and amicably through discussions with ENO's Customer Service Representatives, although some disputes (e.g., those that may require scheduling a meter test) may take a while longer.

Historically, the process set forth in Current 158 has worked well with most customer billing issues (many of which are not technically complaints but rather a customer request for additional time to pay their bill – issues that are mutually resolved through a deferred payment or other arrangement) and other minor complaints resolved quickly and amicably through informal discussions between the customer and ENO's Customer Service representatives. In ENO's experience, it has been exceedingly rare for a customer dispute to proceed even to the formal complaint to CURO stage, much less to a CURO-sanctioned administrative appeal hearing.

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c. Complaint disposition and right to appeal. In the complaint disposition, the utility shall state clearly that an appeal must be filed within ten business days of the date the claimant receives the disposition of the complaint. The disposition shall include the rationale upon which the utility based its decision. The date provided on a return receipt from the United States Postal Service or a read receipt for electronic mail, shall be used as the date on which the claimant received the disposition and the date for establishing any appeal deadlines.

Accordingly, ENO recommends and requests that the Customer Complaint process revert to the process outlined in Current 158 to the greatest extent possible.

B. Article III, Division I, Section 158-21, Conduct and Decorum

Section 158-21, Conduct and Decorum of Proposed 158 provides, in pertinent part, as follows: "Every party, witness, attorney or other representative, and member of the public shall participate in all proceedings with proper dignity, courtesy and respect for the council, the clerk, and all other parties present. Disorderly conduct will not be tolerated. …. Violation of this rule may subject any party, witness, attorney, or other representative to just, reasonable, and lawful disciplinary action as the council may lawfully prescribe including, but not limited to, exclusion from any proceeding." ENO suggests that ", and member of the public" should be added after "other representative" in the sentence that begins with "Violation of this rule …"

C. Article III, Division I, Section 158-23, *Ex Parte* Communications

Current 158 only prohibits *ex parte* written communications. Proposed Chapter 158 prohibits oral and written *ex parte* communications. The prohibition of oral *ex parte* communications with Councilmembers prevents the Councilmembers from engaging in candid discussions with the parties to a docket; however, it does not prohibit non-parties from having those discussions. Thus, parties to a docket may solicit non-party representatives or proxies to approach Councilmembers to have *ex parte* discussions related to an open docket – discussions that the parties themselves, under the proposed revision, would be prohibited from conducting. Additionally, non-parties, on their own accord, are not prohibited from having *ex parte* discussions with Councilmembers on issues related to an open docket. This provides an unfair advantage to non-parties and to parties who may use non-party proxies to have *ex parte* discussions with Councilmembers.

Additionally, it is not clear whether the prohibition on *ex parte* communications would apply to communications between Councilmembers and the Council's Advisors. If it does not apply to the Council's Legal Advisors and the Technical Advisors, who are typically filing testimony and participating as a party in a contested proceeding, this provides an unfair advantage for any position taken by the Advisors in testimony.

It should also be noted that certain dockets, such as those relating to electric reliability or storm recovery, necessitate frequent communication between Councilmembers, the Company, and, perhaps, other parties. Under the rule as proposed, presumably the Company would not be able to communicate with Councilmembers (and vice versa) on issues of reliability or storm recovery during the pendency of any open docket on such matters. Candid one-on-one discussions with Councilmembers on open dockets can often help improve the Councilmembers' understanding of complex issues and allow the Councilmembers to ask questions to clarify any issues that are not clear.

In a typical regulatory docket, there is an abundance of written testimony and documentary evidence that is filed with the Council. There are also, typically, numerous open Council meetings for the parties and the public to address certain issues; accordingly, *ex parte* discussions between parties and the Councilmembers provide an opportunity to focus on the major issues and to zero in on the crux of complex issues. Regular, candid one-on-one discussions between the Company, other parties, and the Councilmembers improves the regulatory process. Indeed, the Council often demands regular, candid communication from the Company on reliability, storm recovery, and many other issues, and the prohibition on *ex parte* communications would have a chilling effect on the Company's ability to provide the Councilmembers with candid information included in such communications.

Ultimately, the ability to control *ex parte* communications is within the control of each of the Councilmembers. Councilmembers can decide whether to accept a requested meeting to discuss an issue in a docketed matter and they have the ability to control the length and tenor of any such meetings. Moreover, the Councilmember is not prohibited from *sua sponte* disclosing the subject matter of any such *ex parte* discussions to the public or to the other parties to the docket, to the extent they consider such disclosure appropriate or necessary. ENO encourages the Council to either remove the prohibition of *ex parte* communications in its entirety or to revert to the previous rule that only prohibited written *ex parte* communications.

D. Article III, Division III, Administrative Proceedings, Section 158-34, Evidence

Section 158-34 (b)(4) of Proposed 158 provides, in pertinent part, that "testimony of a witness upon direct examination shall be prepared under oath and submitted … [i]n question-and-answer form, or upon written request and subject to approval by the hearing officer, presented in narrative form, using clear headers, which identify sections by subject matter." Because there are certain filings that warrant or require limited sworn testimony but that do not involve issues of a highly complex nature, it is often more efficient to file such testimony in Affidavit form rather than the more extensive question-and-answer format. Accordingly, ENO recommends revising subparagraph (b)(4) to reference an exception to the question-and-answer format that would be added in subparagraph (b)(5) and that would permit filing testimony in the form of a sworn affidavit (i.e., narrative format set forth in paragraphs by issue) when said affidavit is five pages or less in length.

E. Article III, Division III, Administrative Proceedings, Section 158-37, Depositions

Section 158-37 of Proposed 158 requires that depositions of witnesses in a contested proceeding can only be conducted after receiving prior approval from the Council or the Council-

appointed Hearing Officer. There is no such requirement for prior approval in the Louisiana Code of Civil Procedure and ENO urges the Council to remove that requirement from Proposed 158. Contested proceedings before the Council often involve extremely complex and highly technical issues involving, without limitation, finance, accounting, economics, statistics, and engineering. Although written testimony submitted by witnesses is intended to delve into those complexities, it is often necessary to depose a witness to understand his or her position with regard to crucial issues. Such deposition testimony is also necessary in preparing for cross-examination to be conducted at hearing. Thus, imposing restrictions on depositions could deny access to essential evidence.

Ratemaking and other matters that come before the Council often implicate tens or even hundreds of millions of dollars. ENO urges that attorneys should not be required to seek leave from the Council or the Hearing Officer prior to scheduling the deposition of a witness in Council proceedings. Rather, if any party objects to the taking of a deposition, it should be incumbent upon that objecting party to file a Motion to Quash the deposition as is the case under the Louisiana Code of Civil Procedure. ENO has submitted redlined revisions to the applicable sections that implement this recommendation.

F. Article III, Division III, Administrative Proceedings, Section 158-38, Place and Nature of Hearings

ENO has submitted minor proposed redlined changes to Section 158-38 (b)(1) to recognize that administrative hearings that are open to the public are nevertheless "subject to reasonable occupancy limitations" to protect the safety of the participants and to ensure the necessary decorum for a legal proceeding. ENO also recommends adding a subparagraph (b)(5) that will provide that "[t]he rules of Conduct and Decorum set forth in Sec. 158-21 shall be strictly enforced by the council or the hearing officer to ensure that order is maintained and the conduct of the hearing is not disrupted in any way."

G. Section 158-40, Form and Content of Orders

Section 158-40 (a) of Proposed 158 provides that "[a]ll orders of the council shall be in writing and adopted by the affirmative vote of all members of the council." Section 158-511 of Current 158 entitled "Form, Content and Service of Orders" provides, in pertinent part, that "[a]ll orders of the council shall be in writing and shall be signed by at least four councilmembers. Abstentions shall be regarded as total nonparticipation by the abstaining councilmember, except where an abstention deadlocks the participatory vote, in which case, if after reconsideration the deadlock remains, an abstention shall be taken as a denial of the relief sought." Accordingly, Current 158 contemplates that an Order of the Council can be passed with the approval of a majority of the Councilmembers rather than the unanimity apparently required by Proposed 158. ENO believes that passage of measures before the Council by a majority of the Councilmembers is preferred over a requirement that each vote must be unanimous. Therefore, ENO proposes to revise Section 158-40 (a) of Proposed 158 to read as follows: "All orders of the council shall be in writing and adopted by the affirmative vote of ***a majority of*** all members of the council." (Emphasis added.)

H. Section 158-42, Notice of Service of Filings

Section 158-42 of Proposed 158 provides as follows:

> **Sec. 158-42. Notice of service of filings in other forums.** Whenever the owner or operator of a public utility regulated by the council files, or participates in the preparation of a document, report, or causes a document, report, or application to be filed with a state public service or public utility commission, the Federal Energy Regulatory Commission ("FERC"), the Securities and Exchange Commission of the United States, the Nuclear Regulatory Commission of the United States or any other body, which regulates in whole or part the utility or utility-related activities and operations of utilities, or which regulates in whole or part companies which own or operate such utilities, the owner or operator or such public utility shall, within one day of filing such document, report, or application, electronically submit a copy of such filing and written notice to the clerk with copy to CURO and the council's utility advisors.

At the outset, it is unclear what this provision purports to require. ENO "operates" a public utility regulated by the Council. ENO is "owned by" Entergy Corporation, which is not subject to the regulatory jurisdiction of the Council, except to the extent that ENO, as its subsidiary, is subject to that jurisdiction. The provision could be interpreted to require that whenever ENO or Entergy Corporation "files, or participates in the preparation of a document, report, or causes a document, report, or application to be filed with" any regulatory body, it must "within one day of filing such document, report, or application, electronically submit a copy of such filing and written notice to the clerk with copy to CURO and the council's utility advisors."

In addition to ENO, Entergy Corporation owns Entergy Arkansas, LLC, Entergy Louisiana, LLC, Entergy Mississippi, LLC, and Entergy Texas, Inc., as well as other non-utility entities. If Entergy Arkansas, LLC makes a base rate case filing with the Arkansas Public Service Commission, does this article purport to require ENO or Entergy Corporation to file a copy of that filing with the Clerk, CURO, and the Council's Advisors? If Entergy Louisiana, LLC sends correspondence to the Louisiana Public Service Commission, does this provision purport to require ENO or Entergy Corporation to submit same to the Clerk, CURO, and the Council's Advisors within one day of such submission? If this is what the provision purports to require, it is unduly burdensome and highly inefficient.

CURO and the Council Advisors have access to the websites of the various entities that regulate ENO, Entergy Corporation and each of the Entergy Operating Companies. Rather than having CURO and the Council Advisors review every piece of paper filed by any entity associated with ENO or Entergy Corporation with any regulatory body, without regard to the relevance to the Council's regulation of ENO as a public utility operating in Orleans Parish, it would be much more efficient and reasonable to have CURO and the Council Advisors monitor the websites of the

various regulatory bodies, and to the extent appropriate and relevant, conduct discovery requesting specific documents that CURO and the Council Advisors are unable to access on their own.

If the provision is interpreted in its broadest possible sense, the Council Clerk, CURO, and the Council Advisors will be literally inundated with hundreds or sometimes thousands of documents on a daily or nearly daily basis, most of which are entirely irrelevant to any regulatory issue before the Council.

I. Section 158-52, Waiver of Requirements

Section 158-52 of Proposed 158 allows applicants to request a waiver of minimum filing requirements if the information sought by the requirement is not available or if the requirement is inapplicable to the applicant. ENO has submitted minor redlined revisions that allow a request for a waiver of minimum filing requirements "for good cause shown." This is intended to address situations in which, although the information sought to be submitted by the minimum filing requirement exists, there is a legitimate reason why submission of the information or documentation should be waived.

J. Division V, Generation Resource Planning, Section 158-57, IRP

Section 158-57 (a)(a)(3) (ENO notes that there appear to be two subparagraphs (a)) provides that "transmission and distribution planning should be more fully integrated into the IRP process to ensure that transmission and distribution solutions be considered as alternatives to supply-side and demand-side resources are evaluated, and that any reliability concerns and customer-owned distributed energy resources are addressed." The IRP rules describe the manner in which transmission and distribution resources are to be included in the IRP process. The Company proposes to edit Section 158-57 (a)(a)(3) to point to the IRP rules as the best source of the Council's requirements regarding the consideration of transmission and distribution resources in the IRP process to avoid possible confusion.

Additionally, ENO proposes certain minor language changes to Section 158-57, Integrated Resource Plan, to better align the language to ENO's understanding of the purpose of the IRP and process related to the IRP proceeding as articulated in the Council's IRP rules.

K. Authority to Construct or Implement Resource Options

The Proposed 158 inadvertently omits Current 158's Section 158-732(c). Section 158-732(c) is the code provision that requires an electric utility to apply for Council approval prior to constructing or acquiring a large generation facility or large transmission facility, implementing a demand-side management program, or entering into a long-term firm power purchase contract. In addition, ENO is proposing a revision that provides for Council approval within 120 days of the filing of the application. Such prior and timely Council approval protects all stakeholders, including the utility and its customers, because the Council determines whether the utility's proposed action serves the public interest before the utility incurs substantial costs. Accordingly, ENO is proposing to add Section 158-57.1 to Proposed 158 to address this issue.

L. Section 158-8 (i)(3), Bill of Rights, Summer Disconnections for Non-Payment

Section 158-8 (i)(3) of Proposed 158 in the Bill of Rights section provides in pertinent part that customers have the right not to be disconnected for non-payment if "the National Weather Service issues an 'Excessive Heat Warning' (or such other term that reflects a heat index of 105 degrees F or higher) that includes Orleans Parish. (For any day during which an excessive heat warning is issued, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day)." On March 4, 2025, the National Weather Service implemented certain terminology changes related to "Excessive Heat Watches" and "Excessive Heat Warnings." "Excessive Heat Watch" has been renamed "Extreme Heat Watch" and "Excessive Heat Warning" has been renamed "Extreme Heat Warning." See https://www.weather.gov/news/250310-heat-

hazard. An Extreme Heat Warning for the New Orleans area is triggered by a forecast of a heat index of 113 or greater. See https://www.fox8live.com/2025/03/26/there-will-be-slight-change-our-heat-warnings-watches-this-summer/. Accordingly, ENO proposes to revise Section 158-8 (i)(3) to read that customers have the right not to be disconnected for non-payment if "the National Weather Service issues an 'Extreme Heat Warning' (or such other term that reflects a heat index of 113 degrees F or higher) that includes Orleans Parish. (For any day during which an excessive heat warning is issued, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day)."

M. Other Proposed Revisions to Proposed 158

ENO proposes to revise subparagraph (f) of Section 158-34, Evidence, to permit any party to request oral argument at any time prior to a final council order, subject to approval by the hearing officer or the council.

ENO proposes to revise subparagraph (b)(4) of Section 158-38 to require transcription by a physically-present court reporter or stenographer for any hearing in a docketed matter at which evidence is being introduced. This requirement will help ensure that the record is accurate.

ENO proposes to revise subparagraph (d) of Section 158-46 to allow a party to include the formulae used to arrive at a number in a worksheet or an explanation of the manner in which the number was calculated.

ENO proposes minor changes to Section 158-47, Council Review of Applications, to change "increased rate" to "change in rates" and corresponding changes in the following subparagraphs.

ENO proposes certain revisions to Section 158-56, Formula Rate Plans, to allow for the possibility that the council could approve a formula rate plan outside of a full base rate case filing.

ENO proposes very minor wording changes to Section 158-58, Renewable and Clean Portfolio Standard.

Throughout Proposed 158, ENO has proposed minor non-substantive clean-up type edits (e.g., to delete extra spaces, etc.). Although not separately discussed herein, these changes are clearly noted in redline in Exhibit 1 and are in no way intended to change the meaning of any provision.

II. ENO'S SUGGESTED REVISIONS TO THE NEWLY-PROPOSED URM

As noted above, ENO is generally pleased with the addition of the URM, which can be amended by Council Resolution if the need arises and does not require the more extensive approval process for revisions by Ordinance. Nevertheless, ENO has certain proposed additions to and revisions of the newly-proposed URM, as discussed in detail below. A redlined version of the URM reflecting ENO's proposed changes is attached hereto as Exhibit 2.

A. Proposed Addition to URM to Expedite Storm Recovery Financing Orders

ENO is proposing that Division XI be added to the Utilities Regulatory Manual ("URM") to address procedural schedules for applications seeking issuance of a financing order from the Council under the Louisiana Electric Utility Storm Recovery Securitization Act, La. R.S. §§ 45:1226-1240, the Louisiana Utilities Restoration Corporation Act, La. R.S. §§ 45:1311-1343, or any other act of the Louisiana Legislature that provides for or enables securitization financing (together, the "Securitization Acts") to finance storm recovery or restoration costs (including reserves). The proposed new division contemplates a standard regulatory timeline that preserves the opportunity for thorough regulatory review of the prudence of storm costs while also optimizing access to low-cost financing for those costs, which benefits customers. Specifically, ENO proposes that procedural schedules adopted in response to any such filings by utilities that

furnish utility service within the City of New Orleans shall permit a Council decision not later than 120 days after the date the application is filed.

Establishing a procedural schedule for applications seeking securitization financing of storm recovery or restoration costs, including the creation or replenishment of storm reserves, will have positive impacts for utilities as well as customers in New Orleans. Most importantly, an established timeline for issuance of a financing order will help to support utilities' ability to respond to major storms and commit the capital that is essential to those efforts. Likewise, the Council's considering issuance of a financing order under an established procedural schedule at a time when a utility seeks to address storm costs and/or replenish its storm reserves through securitization financing also would send a positive signal to credit rating agencies that utilities in New Orleans have a supportive regulatory environment and adequate mechanisms in place to facilitate full and timely recovery of storm costs. That positive signal is important to ENO and its customers for a variety of reasons, but it also is important to the City as a whole at times when external stakeholders are asked to support the City's recovery from major storms or disasters. Furthermore, an established procedural schedule that allows for timely issuance of a financing order can help to reduce overall costs to customers associated with recovery or restoration from major storm events by mitigating customer exposure to carrying costs following those events.

ENO's suggested addition of this division to the URM is in accordance with, and finds support from, the Council's prior issuance of financing orders, including its October 2022 issuance of the financing order in Docket No. UD 22-01; the Council's historical practice for review of Formula Rate Plan filings; as well as the timelines under which other regulatory bodies are statutorily required to review requests for financing orders. The details of the proposed addition are set forth below:

URM Division XI. Applications for Issuance of a Financing Order.

Section 1. Procedural schedules for applications seeking issuance of a financing order.

To facilitate the use by utilities that furnish utility service within the City of New Orleans of securitization financing under the Louisiana Electric Utility Storm Recovery Securitization Act, La. R.S. §§ 45:1226-1240, the Louisiana Utilities Restoration Corporation Act, La. R.S. §§ 45:1311-1343, or any other act of the Louisiana Legislature that provides for or enables securitization financing (together, the "Securitization Acts") to finance storm recovery or restoration costs (including reserves), the council shall proceed as follows upon the filing by a utility of an application seeking the council's adoption and issuance of a financing order under one of those acts:

(a) Within 14 days after the date the application is filed, the council shall establish a procedural schedule that permits a council decision no later than 120 days after the date the application is filed.

(b) No later than 120 days after the date the application is filed, the council shall issue a financing order or an order rejecting the application. For an application that seeks to fund reserves to allow for interim recovery of storm recovery or restoration costs, such interim recovery must be subject to a true-up process once the actual restoration costs are determined.

(c) The standard filing requirements or minimum filing requirements set forth in Chapter 158, Article III of the New Orleans City Code and/or the URM shall not apply to an application under the Securitization Acts, and the provisions of this section, to the extent applicable, shall control over any contrary or conflicting provisions of Chapter 158 or the URM.

B. Proposed Addition to URM to Waive Filing of Period I, if FRP Filed for Same Test Year

ENO also proposes an addition to the URM to allow waiver of the requirement to file a Period I Test Year in a rate case filing if the applicant is proposing that base rates be set on the Period II test year class cost of service and has filed previously a Formula Rate Plan Evaluation Report that uses Period I as the Evaluation Period.

ENO proposes this exception to eliminate what experience has shown to be unneeded work for a rate case application when the Period I test year is the same as the Evaluation Period for a Formula Rate Plan Evaluation Report. First, the Council should not require the utility to prepare Period I per book information. The per book historical accounting information for both the rate

case application and the Evaluation Report would be the same, and the Council should permit the utility to submit the Evaluation Report as part of its rate case application instead of requiring the utility to generate new per book workpapers for the rate case application.

Second, the Council should not require the utility to prepare the remainder of the Period I Cost of Service, that is, the pro forma adjustments. Experience has shown that the focus of utility rate case applications is the Period II Cost of Service and that Period I pro forma adjustments are very likely to be ignored. For example, in the 2018 ENO Rate Case, ENO proposed that base rates be set based on the Period II Cost of Service because the data contained therein was most representative of ENO revenues and costs during the rate effective period. Substantially all rate case activity focused on the Period II Cost of Service, based on a projected test year ending December 31, 2018 with known and measurable changes through December 31, 2019. The same was true of the 2008 ENO Rate Case. ENO proposed that base rates be set based on the Period II Cost of Service, and substantially all rate case activity focused on the Period II Cost of Service.

Additionally, Period I pro forma adjustments are likely to be ignored and require rework of FRP Evaluation Report known and measurable adjustments. For example, in early 2023, ENO prepared Electric and Gas FRP Evaluation Reports for the Evaluation Period calendar year 2022 with known and measurable adjustments through December 31, 2023. ENO then began preparing a rate case, which ENO did not have to file because the Council ultimately extended the Electric and Gas FRPs. In that rate case, ENO intended to request that base rates be set based on the Period II Cost of Service, which was to be based on a projected test year ending December 31, 2023 with known and measurable changes through December 31, 2024. During the preparation, ENO had to rework its known and measurable adjustments from the Electric and Gas FRP Evaluation Reports to add cost changes from January 1, 2024 through December 31, 2024 so that its Period I Cost of

Service would be complete and comply with minimum filing requirements. ENO did this work although experience had shown that the Period II Cost of Service was very likely to be the sole focus of activity.

The proposed addition to URM Division IV., Rate Change Application Technical Requirements is set forth below:

URM Division IV. Rate change application technical requirements.

*** * * * * * ***

Section 2. Exception

> If a rate case applicant has filed a Formula Rate Plan Evaluation Report that uses the Period I test year as the Evaluation Period and proposes that base rates be set based on the Period II test year class cost of service required by Section 1, then the rate class applicant is not required to submit content specified in Section 1 above for Period I and may submit such Evaluation Report as part of its rate case application. If the rate case applicant submits any portion of the required content for Period 1 or the above-described Evaluation Report, then such submission shall not constitute a waiver of this exception.

C. Other Proposed Revisions to the URM

In addition to the proposed revisions to the URM set forth above, ENO proposes the following relatively minor changes:

(1) In URM Division IV., Section 1., subparagraph 2.b. change “increases” to “changes” as all changes may not be increases;

(2) In URM Division IV., Section 1., subparagraph 2.d., add “or an electronic to same” to allow the utility to provide an electronic link to present rate schedules for which no changes are being proposed;

(3) In URM Division IV., Section 1., subparagraph 3.b., c., h., i., j., k., and l., delete the reference to “and subsection (6) a.” as the projected data will not “tie” to the historical data in subsection (6) a.

(4) In URM Division IV., Section 1., subparagraph 4.b., c., d., f., g., h., k., delete the reference to "and subsection (6) b." as the projected data will not "tie" to the historical data in subsection (6) b.;

(5) In URM Division IV., Section 1., subparagraph 5.b., c., and d., delete the reference to "and subsection (6) d." as the projected data will not "tie" to the historical data in subsection (6) d.

III. CONCLUSION

For the reasons stated herein, ENO respectfully requests that the Council adopt ENO's proposed revisions to Proposed 158 and to the URM and, with those revisions, adopt Proposed 158 and the URM.

Respectfully submitted,

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ENTERGY NEW ORLEANS, LLC

CERTIFICATE OF SERVICE

Docket No. UD-25-01

I hereby certify that I have served the required number of copies of the foregoing report upon all other known parties of this proceeding, by the following: electronic mail, facsimile, overnight mail, hand delivery, and/or United States Postal Service, postage prepaid.

New Orleans, Louisiana, this 17th day of October, 2025

Courtney R. Nicholson

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EXHIBIT 1

ENO'S PROPOSED REVISIONS TO PROPOSED CHAPTER 158
ATTACHMENT A TO COUNCIL RESOLUTION R-25-407

Article I. - In General

Division I. — Generally

Sec. 158-1. -Purpose. The purpose of this Chapter is to establish an efficient and uniform system by which the New Orleans city council ("council") may institute, oversee, and/or participate in any proceeding affecting the council's supervision, regulation, and control over utilities or that affect the interests of ratepayers in the city of New Orleans. For the purpose of this chapter, the term "utilities" refers to electric and natural gas service providers.

Sec. 158.2. -Amendments to this chapter. Any amendments to this chapter may be conducted pursuant to Sec. 3-114 of the Home Rule Charter.

Sec. 158-3. -Utility regulatory manual. The council shall adopt by resolution the Utility Regulatory Manual ("URM") in connection with this chapter. The purpose of the URM is to provide a single common reference document to provide detailed rules, procedures, descriptions, and specifications for filing requirements and procedures related to this chapter. A copy of the URM shall be made available on the council's website. The URM may be amended by resolution of the council.

Sec. 158-4. - Utility designated representative. Each owner or operator of a utility regulated by the council shall designate and maintain the designation of a natural person responsible for the performance of acts required under this chapter including notice of service in other forums. The utility shall file notice of the original designation and of any changes to the designation with the clerk of council with copy to the Council Utilities Regulatory Office ("CURO") within two business days of the designation. Such designation shall be signed by both the designee and a registered officer of the utility.

Sec. 158-5. – Successor entities. Should an entity cease to exist, responsibilities under this article shall be assumed by the entity's successor or functional successor under applicable law and/or practice.

Sec. 158-6. – Computing time. Unless otherwise stated in this chapter, the URM, or ordered by the council, the Louisiana Code of Civil Procedure shall determine the amount of time allowed or prescribed.

(a) In computing time allowed or prescribed, the period of time shall begin the day after a filing is received by the service list or the day after an instrument is adopted by the council.
(b) A holiday is any day on which city hall is closed to the public. In computing time, holidays and weekends are to be included in the computation of time, except when:
    (1) It is expressly excluded,
    (2) It would otherwise be the last day of the period, or
    (3) The period is less than seven (7) days.

    In the event time allowed or prescribed falls on a weekend or holiday, the deadline for action shall move the next day on which city hall is open to the public.

Article II. — Customer Protections

Sec. 158-7. - Purpose. The purpose of this article is to establish a customer bill of rights which includes a process for addressing certain customer complaints filed against utilities providing utility services to in the city.

Sec. 158-8. – Bill of Rights. Among the rights that are more fully set forth in the council-approved customer service regulations governing the provision of utility services in New Orleans, customers shall have the following rights:

(a) The right to safe and reliable service in accordance with industry standards.
(b) For residential customers, the right to choose to pay a deposit, obtain a satisfactory credit score in lieu of a deposit, or otherwise demonstrate the ability to pay on a nondiscriminatory basis. For commercial and industrial customers, the right to choose to pay a deposit or to obtain an irrevocable bank letter of credit or surety bond from a bank or surety company acceptable to the utility.
(c) The right to earn interest on any deposit at a rate ordered from time to time by the council.
(d) For residential customers, the right to have any deposit returned after 24 months if the customer has paid its bills on time for the preceding 12 months or, at any time, if customer discontinues receiving service from the utility and does not have an outstanding balance with the utility.
(e) Upon discontinuing utility service, the right to have their deposit returned less any outstanding balance.
(f) The right to have a deposit requirement waived if an existing customer with no outstanding balance transfers service to a new location within the city.
(g) The right to have customer information, including payment history and consumption patterns, kept confidential, unless the customer provides written consent or voluntarily discloses the information to the public.
(h) The right to receive written notice from the utility at least five (5) business days prior to the disconnection of service due to nonpayment. During the five-day period, the customer may either make payment or request alternate payment arrangements to avoid disconnection.

(i) The right not to have service disconnected for non-payment when:

(1) the low temperature for the day is forecast to remain below 40 degrees Fahrenheit or the following night is forecast to be 32 degrees F or lower; or

(2) the high temperature for a day is forecast to reach 100 degrees F or higher; or

(3) the National Weather Service issues an "Extremeexcessive Heat Warning" (or such other term that reflects a heat index of 113105 degrees F or higher) that includes Orleans Parish. (For any day during which an excessive heat warning is issued, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day); or

(4) a storm or weather event affecting any portion of the city for which: the president of the United States issues an emergency or major disaster declaration, or declares the city as a Federal Disaster Area, or makes a similar declaration affecting the city, or the mayor of New Orleans or governor of Louisiana, declares a state of emergency for all or part of the city, issues a disaster or emergency declaration, declares a state of emergency, or makes a similar declaration for Orleans Parish. In the event a state of emergency is declared, the utility shall not resume service disconnects for nonpayment until the day after an emergency declaration expires.

(j) The right to have a special medical designation which prohibits service from being disconnected for nonpayment for 30 days if customer is on life support or has another life-sustaining medical treatment system that requires electricity or natural gas. The customer has the right and obligation to provide each affected utility with written medical certification from a licensed physician as to the customer's condition to receive this special designation.

(k) The right not to have service disconnected on a weekend, holiday, day before a holiday, or Friday after 1:00 p.m.

(l) The right to have same-day service for reconnection provided payment is received by the utility or one of its authorized pay centers before 7:00 p.m. on the day of the requested reconnection.

(m) The right to have a meter that is regularly maintained and accurate. The maintenance and accuracy of a meter is the responsibility of the utility.

(n) The right to have the utility test the customer's meter as provided for in the customer service regulations.

(o) The right to be charged only for actual usage of electricity and natural gas and in accordance with rate schedules approved by the council based on an accurate metering process consistent with prudent utility practices as defined in the customer service regulations.

(p) The right to have complaints regarding meter accuracy resolved prior to disconnection provided that the customer pays the amount currently chargeable for monthly or seasonal periods (as appropriate) at customer's level of usage for the corresponding monthly or

seasonal periods during the prior year, or, in the event such usage data is not available, the average usage for the customer class for the corresponding monthly or seasonal periods while the complaint is pending under Division II, unless the customer and the utility mutually agree to an alternative payment arrangement.

(q) The right not to have late fees charged on the portion of a bill that is the subject of a complaint as provided for in the customer service regulations.

(r) The right to participate in the customer complaint and dispute resolution process set forth herein.

Division II. — Customer Complaints

Sec. 158-9. – Purpose. The purpose of this division is to set forth a procedure to address certain customer complaints regarding utility service. The process described herein is intended to be easy, inexpensive, and result in an independent, neutral assessment of whether there has been a violation of the customer bill of rights or service regulations by the utility.

Sec. 158-10. – Applicability. The customer complaint resolution process established in this division is applicable to complaints between a customer and a utility where the subject of the complaint is under the jurisdiction of the council. The subject of complaints reviewed under this article include, but are not limited to the following:

(a) violation of the council-approved customer service regulations,

(b) violation of the customer bill of rights enumerated in Sec. 158-8,

(c) inaccurately reading a customer's meter, the failure of a meter to correctly record consumption within the range of accuracy established in the customer service regulations due to mechanical damage or defect, failure to manually read customer's meter after receiving communication of that damage or defect, and failure to properly record a meter reading,

(d) misapplication of credit scoring procedures and information,

(e) failure to keep scheduled appointments with the customer or their representative,

(f) unauthorized release of confidential customer information, payment history, or consumption patterns, and

~~(g) unresolved property loss claim resulting from a loss of service or defect in service.~~

Please note that certain issues are more appropriately resolved in other forums, either by the council itself, judicially, or in another proceeding designed specifically for their resolution. Claims against the utility for property damage allegedly related to the provision of utility services are governed by the process set forth in the utility's Customer Service Regulations approved by the council.

Sec. 158-11. - Complaint process.

(a) Summary of Customer Complaint Resolution Process. The customer complaint and dispute resolution process begins with the filing of an initial complaint with the utility. If a customer is dissatisfied with the results of the utility's disposition of the complaint~~investigation~~, the customer may request an appeal with CURO. CURO shall review appeal applications for eligibility and dismiss those ineligible pursuant to this division. All eligible appeals will be reviewed by CURO or a third-party appeal officer who will issue a final decision on the appeal.

(b) Submission of Initial Complaint. Customers must submit all complaints directly to the utility prior to filing an appeal with CURO.

(1) In the event the initial complaint involves the potential disconnection of a customer's service the customer must file the initial complaint no later than one (1) business day prior to the scheduled date for service disconnection.

(2) If the subject of an initial complaint is the accuracy of a bill, the utility shall not disconnect the customer's service for nonpayment provided that the customer pays the average bill amount or another amount agreed to by the utility and the customer as described in Sec. 158-8.

(c) Form of Initial Complaint. Although there is no specific requirement for the form of an initial complaint, a customer should provide the utility with a detailed description of the problem and all the necessary facts giving rise to the problem. In receiving the complaint, the utility shall obtain the following information from the customer or their designee:

(1) the name of the customer ~~and claimant~~ and the preferred means of contact, i.e. via telephone, text message, and/or e-mail, during normal business hours,
(2) the customer's~~laimant's~~ mailing address and, if different, the service address,
(3) the account number,
(4) the date of the circumstances from which the initial complaint arose,
(5) a brief description of the circumstances surrounding the complaint,
(6) a copy of any correspondence between the customer~~laimant~~ and the utility regarding the matter,
(7) the date on which the utility has scheduled a service disconnect, if applicable, and
(8) the relief sought.

This information shall be specifically included by the utility in any written disposition provided to the customer~~laimant~~ at the conclusion of the initial complaint process.

(d) Method of complaint submission. A customer ~~claimant~~ shall submit an initial complaint to the utility in writing to the utility's customer care center, website, or other means provided in the utility's service regulations or verbal communication with a utility representative at the utility's customer care center, customer service call center, or other means provided in the utility's customer service regulations. The utility shall maintain a log of all customer

complaints, assign a reference number to each complaint, and provide the reference number to the customer.

~~(d)~~(e) The utility is required to use its best efforts to resolve the initial complaint via its customer issue resolution process as provided for in its then-effective customer service regulations.

~~(e)~~ Initial complaint disposition and relief. If a satisfactory disposition of the initial complaint has not been reached between the company and the customer within ten business days of the date of receipt of the initial complaint, the utility shall notify the customer electronically, if the customer has agreed to receive electronic communications, or alternatively, in writing by mailing to customer's address via certified mail, return receipt requested, of the utility's decision regarding the complaint, including an explanation for why relief was granted or denied ("disposition").~~The utility is required to notify the claimant of the results of an investigation, an explanation for why relief was granted or denied, and how the relief amount was determined ("disposition"). Unless the claimant agrees to receive communications related to their complaint electronically, the utility shall notify the customer in writing by mail to claimant's address via certified mail.~~ In addition to the disposition, the utility shall notify the customer~~claimant~~ of their right to appeal the utility's disposition of the initial complaint through CURO and provide a copy of the council-approved customer bill of rights.

~~(f) Initial complaint investigations~~

~~(1) Within two business days of receiving an initial complaint, the utility shall assign an investigator to review the complaint.~~

~~(2) The assigned investigator shall contact the claimant in accordance with the claimant's preferred means of contact no later than one business day after the investigator is assigned the complaint.~~

~~a. For all complaints, the investigator shall provide the claimant with a reference number for the initial complaint, the investigator's contact information, and a means by which the claimant may submit related documentation that supports the complaint. Additionally, for property loss claims, the adjuster shall provide the claimant with a proof of damage form to complete, any other forms required by the utility's service regulations, and a means by which the claimant may submit related documentation that supports the damage claim.~~

~~(3) The investigator shall attempt to contact the claimant at least twice. Each attempt shall be no less than 24 hours apart. After each unsuccessful attempt, the investigator shall provide their name, the name of the utility, a brief description of the matter, and a contact number. If the investigator is unable to reach the claimant, or the claimant does not respond within three business days of the second attempt, the utility shall provide a written communication to the~~

~~claimant including the dates and method of attempted communication and the contact information to address their complaint.~~

~~(4) All complaints shall be deemed resolved if the claimant does not contact the investigator within seven (7) business days of receiving the written communication from the utility.~~

~~(5) Property loss claims resulting from loss of service or defective service. If the investigator finds the claimant is entitled to compensation, the utility may request additional routine documentation, including receipts and/or a qualified technician's report including photographs verifying inspection and identifying the scope of the damage(s). If the investigator finds the claimant is not entitled to compensation, the utility shall conduct a supervisory review of the adjuster's decision in accordance with the provisions of the customer service regulations regarding customer complaints.~~

~~(g) Complaint disposition.~~

~~a. If no site visit is required to investigate the complaint, the utility shall issue an investigation disposition within seven business days speaking with the complainant, not to exceed 12 business days from receipt of initial complaint.~~

~~b. If a site visit is required to investigate the complaint, the investigator will coordinate with the claimant to schedule a time for the site visit. The site visit should occur within 14 business days of the claimant's response to the investigator. The utility shall send the disposition to the claimant no more than ten business days after the site visit not to exceed 36 business days from receipt of initial complaint.~~

~~c. Complaint disposition and right to appeal. In the complaint disposition, the utility shall state clearly that an appeal must be filed within ten business days of the date the claimant receives the disposition of the complaint. The disposition shall include the rationale upon which the utility based its decision. The date provided on a return receipt from the United States Postal Service or a read receipt for electronic mail, shall be used as the date on which the claimant received the disposition and the date for establishing any appeal deadlines.~~

Sec. 158-12. - Appeals filed with the Council Utilities Regulatory Office.

(a) Right to appeal. A customer may appeal the outcome of an initial complaint by submitting an appeal request form electronically or in writing within ten business days of the date the customer~~claimant~~ receives a notice of disposition. The form for filing an appeal shall be made available online via the council's website, at the council utilities regulatory office, and all customer care centers.

(b) Appeal form. The appeal request form shall include:

(1) a written acknowledgement by the customer authorizing the utility to release any confidential customer information germane to the complaint to CURO and the appeal officer-,
(2) a clear statement of the dispute and, if known, identification of the customer service regulation(s) the customer alleges the utility has violated,
(3) a simple statement of the relief sought; and
(4) any other supplemental appropriate information the customer believes is relevant to the dispute.

(c) Determination of eligibility. CURO has five business days to review the appeal request for eligibility and to assign an appeal officer to oversee the appeal.

(d) Notice of appeal. Within five -business days of determining an appeal is eligible for review pursuant to this article, CURO shall advise the affected utility an eligible appeal has been submitted and provide a copy to the utility's designee(s).

(e) Utility answer. Within five business days of receiving the notice of appeal, the utility shall respond to CURO with any reports produced by the utility in connection with any investigation of the complaint, a copy of the complaint disposition, its position with respect to the allegations contained in the complaint, and any grounds that exist which constitute the grounds for the immediate dismissal of the appeal.

(f) Appeal officer.
(1) Appeals shall be heard by an appeal officer who may be an employee of CURO or a designee of the council. The appeal officer shall review the appeal request and related materials and arrange for a hearing, if necessary. The appeal officer shall make a finding as to whether the utility has violated the customer service regulations, including any of the customer's enumerated rights and, if necessary, recommend an appropriate remedy.
(2) The appeal officer shall have the authority to resolve appeals through settlement on terms that are mutually agreeable to all parties. Such settlements are encouraged and can occur at any time.
(3) The appeal officer shall also have the authority to dismiss summarily, and without hearing, appeal requests that are deemed frivolous or that are otherwise ineligible for hearing as set forth in Sec. 158-16. Where eligibility for hearing is raised by the utility as an issue, the determination of whether an appeal request is eligible for hearing shall be made by the appeal officer and a decision on the eligibility for hearing shall be made and issued within five business days of CURO issuing a notice of appeal.
(4) Where appropriate, the appeal officer may request technical assistance from the council's utility advisors.

Sec. 158-13. - Timing and notice of appeal hearing. Unless otherwise ordered by the appeal officer, hearings shall be held within 30 business days of CURO receiving the appeal. The appeal officer shall notify the ~~claimant~~customer of the date of the hearing to the customer and the utility.

The notice shall state the potential consequences of any failure to appear for the hearing. Notice shall be given via the ~~claimant~~customer's preferred method of communication as provided on the complaint form, at least five ~~-~~business days prior to the hearing date, unless the parties agree to a shorter period. The hearing shall be held 9:00 a.m. to 5:00 p.m. on a business day at a location in the city or virtually, if both the ~~claimant~~customer and utility consent.

Sec. 158-14. - Failure to attend hearing. If the ~~claimant~~customer does not attend a hearing, the appeal officer may dismiss the complaint. If the utility fails to attend the hearing, the appeal officer may find in favor of the customer.

Sec. 158-15. – Appeal hearing procedure. ~~Claimant~~Customers may represent themselves or be represented by counsel or any other person of their choosing. A ~~claimant~~customer and the utility shall have the right to present evidence, call witnesses, question any witness, and present written materials and a summary of their positions. The appeal officer shall have the right to question any witness. The appeal officer shall have the discretion to limit any line of questioning to the relevant issues in dispute and to set an amount of time for the utility and the ~~claimant~~customer to summarize their positions. The formal rules of evidence shall not apply; however, the appeal officer may exclude irrelevant or unduly repetitious evidence.

Sec. 158-16. - Restriction on appeal. Grounds upon which CURO will dismiss an appeal include, but are not limited to:

(a) The customer did not initiate a complaint that follows the procedures required for initial complaints as provided for in Sec. 158-11.
(b) The customer is disputing:
    (1) the terms or denial of a deferred payment agreement voluntarily offered to the customer by the utility,
    (2) the customer's financial ability to pay for utility services provided by the respective utility,
    (3) a council-approved rate schedule, fuel adjustment clause, or purchased gas adjustment clause,
    (4) an unlawful use of service, damage to utility equipment, unauthorized sale of utility service, or related violation of law,
    (5) the right of the utility to collect for undercharged costs or charges assessed for an unlawful use of service, or for damage to utility equipment,
    (6) the appeal request involves customer consumption and
        A. as part of the initial complaint process, the customer's meter has been tested and has been determined to be accurate or
        B. the customer has refused a meter test on the basis that they, in accordance with the service regulations, may be required to bear the cost of such test if the meter is found to be accurate,

(7) the denial or termination of utility service at issue was based on a danger to public health or safety,

(8) a matter subject to a court's decision

~~(8)~~(9) a claim for property damage made against the utility, or

~~(9)~~(10) the application or amount of a security deposit, provided that the security deposit amount is in accordance with the customer service regulations.

Sec. 158-17. – Results of an appeal.

(a) Within 15 business days after the hearing or review period concludes, the appeal officer shall issue written findings which set forth whether the utility has violated the customer service regulations or the customer's enumerated rights, the basis for that conclusion, a remedy, or the terms of any settlement reached between the customer~~laimant~~ and the utility while the appeal was under review.

(b) If a settlement is agreed to by the utility and ~~claimant~~customer, the appeal officer shall indicate that the dispute was resolved without hearing and the ~~claimant~~customer's right to hearing and the appeal officer's finding was waived.

(c) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the customer, the appeal officer may, for good cause stated in the finding, propose that the amount found outstanding be paid in installments, which installments over a period not to exceed 12 months.

(d) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the utility, the appeal officer may, for good cause stated in the finding, propose a credit be applied to the customer's next bill. If the credit amount exceeds the next monthly bill amount, the remainder of the credit shall be applied for the subsequent month(s) until the credit is exhausted.

~~(e) In appeals involving property loss claims in which the appeal officer determines that the utility is responsible for damage to the customer's property, the utility must reimburse the claimant for the cost to repair or replace the damaged property, or the utility must replace the damaged property. If the utility replaces the damaged property, replacement property must be of same or similar quality as approved by the customer.~~

~~(f)~~(e) Copies of the appeal officer's decision and the executed settlement agreement shall be sent to the ~~claimant~~customer, the utility, and CURO.

Sec. 158-18. - Effect of appeal officer's decision. ~~The appeal officer's decision shall be binding.~~ Following the issuance of the appeal officer's decision, the utility and ~~claimant~~customer may exercise any other rights or remedies they may have under the law.

Article III - Rules of Practice and Procedure for Regulatory Proceedings

Sec. 158- 19. - Purpose. The purpose of this article is to establish a system of practices and procedures to govern utility dockets and other proceedings before the council related to the

regulation of utilities beyond the complaints covered by section 158-10. These rules govern the general practice and procedure for the institution, conduct, and determination of regulatory proceedings before the council. It is intended that such practices and procedures shall be construed liberally to permit the council to perform a thorough analysis of all filings and shall be construed to promote the maximum public disclosure of all information relevant to any proceeding governed by this article. Information is subject to a valid protective order governing the disclosure of highly sensitive protected materials ("HSPM") approved by the council.

Division I—General Rules

Sec. 158-20. Administrative hearing officer.

(a) The council may appoint an administrative hearing officer to conduct all or any portion of a regulatory proceeding. The administrative hearing officer shall have full authority to make all rulings on jurisdiction or the admissibility of evidence, subject to the right of all parties to include in the record any objection to such ruling and subject to review by the council.

(b) If the administrative hearing officer becomes disabled, withdraws, is removed from employment, or from the regulatory proceeding at any time before the conclusion of the discharge of his duties, the council may appoint another such administrative hearing officer who may perform any function remaining to be performed without the necessity of repeating any proceedings theretofore had in the case. If the entire council is acting as examiner, then the presence of a quorum shall be sufficient to continue hearings into purely factual matters.

Sec. 158-21. Conduct and decorum. Every party, witness, attorney or other representative, and member of the public shall participate in all proceedings with proper dignity, courtesy and respect for the council, the clerk, and all other parties present. Disorderly conduct will not be tolerated. Attorneys and other representatives of parties shall observe and practice the standards of ethical behavior prescribed for attorneys by the Louisiana State Bar Association, the Louisiana Supreme Court, and the Code of Civil Procedure. Violation of this rule may subject any party, witness, attorney~~,~~ or other representative, and member of the public to just, reasonable, and lawful disciplinary action as the council may lawfully prescribe including, but not limited to, exclusion from any proceeding.

Sec. 158-22. - Penalties for false or misleading representations. It shall be unlawful for any person to make, or cause to be made, any false or misleading representations of fact, whether intentionally or through negligence, in any filing in a regulatory proceeding under this article or in any proceeding before the council. Demonstrated violation of this section may result in a monetary penalty being assessed by the council on the offending party or parties.

Sec. 158-23. - Ex-parte communications prohibited. While a matter is the subject of a utility docket under this article, written ex-parte communications between the council and parties to the utility docket regarding any aspect of the subject utility docket are strictly prohibited. Prohibited ~~An~~ ex-parte communications include ~~is~~ any written message or written statement to a councilmember or staff member serving in an individual councilmember's office, transmitted outside of an electronic communication to the docket's service list, and includes written information pertaining to a utility docket on which the council has not issued a final order. Any written communication related to active utility dockets must be submitted electronically to the appropriate service list or during the appropriate public meeting or technical conference to maintain transparency and fairness in the regulatory process. Ex-parte written communications by a party may result penalties as determined by the council or the administrative hearing officer including disqualification of the written communication and changes to the procedural schedule to allow parties to provide comment on the prohibited written communication.

Sec. 158-24. - General communications. Any comments, letters, or filings that are not part of a utility docket shall be treated as general communication, unless otherwise ordered by the council or the administrative hearing officer.

Division II – Utility Dockets

Sec. 158-25. – Establishing a utility docket. A utility docket may be established by the council via a resolution in response to a request from a utility, a third-party, a governmental department, agency, or office ("applicant"), or as an independent action taken by the council. Whenever a utility docket is instituted, the initiating resolution shall assign a number to the utility docket, which shall consist of the letters "UD" followed by the last two numerals of the year in which the proceeding is instituted, followed by a hyphen and the number indicating the place the particular matter holds in the sequence of utility dockets instituted in that particular year, e.g., UD-25-01. Further, the initiating resolution shall assign an administrative hearing officer and establish a procedural schedule with deadlines by which participants must act.

Sec. 158-26. Show cause orders and contempt in regulatory proceedings.

(a) The council, either on its own motion or upon receipt of sufficient written complaints, may, in its sound discretion, at any time after legal notice to all interested parties, cite any person operating under its jurisdiction to appear before it in a public hearing and require him or it to show cause why his or its franchise or operating authority should not be revoked, suspended or amended, or why some other action available to the council be taken, for failure to comply with any applicable statute, order or the rules, rates, regulations or general order of the council.

(b) All hearings of such proceedings shall be conducted in accordance with the provisions of this article; provided that in any proceeding wherein the public interest may be seriously and adversely affected, or service to the public discontinued, the council may issue on its

own motion a restraining order for purpose of protecting the public interest until the matter may be orderly heard and a decision rendered thereon.

Sec. 158-27. - Filings.

(a) All applications, petitions, complaints, motions, protests, replies, answers, notices, and other pleadings (referred to herein collectively as "filings") relating to any proceeding pending before the council under this article, shall be transmitted electronically to the clerk of council with a cover letter as provided for by council rules with copy to the service list. All such filings shall be deemed filed only when submitted with a cover letter to the clerk and service list for the relevant utility docket in accordance with council rules.
(b) In the event a filing relates to an undocketed matter, the party should submit the filing electronically to the clerk as provided in the council's rules with copy to CURO.
(c) Filings related to undocketed regulatory matters shall be received by the council as a general communication.

Sec. 158-28. - **Archives**. The clerk shall keep electronic copies of documents filed in proceedings governed under this article filed and organized according to the docket number, if applicable, and in accordance with title 44 of Louisiana Revised Statutes, or its successor statute governing public records.

Sec. 158-29. - Service list. A service list, including all participants in a utility docket, shall be maintained by CURO. When making a filing the submitting party must provide an electronic copy to each member of the most current service list. A party requesting a change to the service list must submit the request in writing to CURO.

(a) Classification of participants.
    (1) Participants in a regulatory proceeding are subject to classification or reclassification as a party or a stakeholder by CURO, regardless of errors in a party's self-designation in their filing.
    (2) Parties. A party to a utility docket is a participant with a justiciable or administratively cognitive interest in the matter at issue in the docket. Parties may request to participate in a utility docket by submitting a motion to intervene which includes the party's interest in the docket's subject matter and otherwise meets the requirements set forth in Sec. 158-28. The following entities are parties to every utility docket unless otherwise ordered by the council:
        a. the utilities
        b. the city attorney
        c. the applicant
        d. a designee of the mayor, whose name and contact information shall be submitted electronically to CURO.

    All parties are subject to discovery and any testimony or evidence submitted by the party or their representative is subject to cross examination.

(3) The council, as regulator, may designate legal or technical advisor(s), or otherwise necessary agent, to participate in utility dockets and to represent its interest as the utility regulatory body.

(4) Stakeholders. A stakeholder to utility docket is an entity desiring to receive information filed in the docket but does not wish to be treated as a party or does not have a justiciable or administratively cognitive interest in the matter at issue in the utility docket. As such, a stakeholder may not submit evidence or testimony nor are they subject to discovery requests. Further, a stakeholder may not view highly sensitive protected materials. A stakeholder may request to be included on the service list for a utility docket by submitting a motion to intervene which denotes that the entity wishes to participate as a stakeholder and otherwise meets the requirements set forth in Sec. 158-31.

Sec. 158-30. - Appearances personally or by representative. Any party may appear on their own or through a representative. The party's intervention shall identify the designated representative and a statement signed by the representative and the represented person or a registered agent of the represented organization.

Sec. 158-31. Form and content of filings.

(a) Classification of filings. Filings submitted to the council under this article shall be subject to appropriate re-classification, including as applications, protests, petitions, complaints, answers, prehearing orders, replies, or motions, and redesignation to the appropriate docket(s) as deemed necessary by CURO.

(b) Format. All filings in any proceeding shall, unless the council otherwise orders or permits, be double spaced, typed, and submitted electronically. Except as otherwise ordered or permitted by the council, all filings shall be formatted so as not to exceed a width of 8½ inches and a length of 14 inches and shall have inside margins not less than one inch wide. Whenever practical, all documentary exhibits shall conform to such requirements of size and margin. All filings shall contain the address and telephone number of the party submitting the document. If a party is represented by an attorney or other representative, the filing shall also include the name, business address and telephone number of such attorney or other representative. Attorneys shall also attach their state bar association number. A private or United States Post Office Box or drawer shall not constitute a sufficient address for the purposes of this section.

(c) Subject matter. The subject matter of all filings in any proceeding shall be limited to the scope of that proceeding. Any filing may be amended at any time upon motion, provided that the amendment does not broaden the scope of the subject filing.

(d) Content. All filings shall contain:

(1) a cover letter to the clerk as provided in the Council Rules,

(2) the docket number, if applicable,

(3) the name(s) of the filing party,

(4) a concise description of the ultimate facts relied upon by the filing party,
(5) a concise description of the type of relief, action or order desired by the filing party, and
(6) a copy of the most recent service list and a certificate of service on each party on the list.

(e) Incorporation by reference of council records. Any filing may adopt and incorporate any part of any document or entry in the official files and council records by clear and specific reference to the document to be incorporated. The incorporated document must be readily available for review. This provision shall not relieve any party of the necessity of alleging and providing in detail such facts as the council may deem necessary for the proper determination of a regulatory matter.

(f) Examination of filings for compliance. Upon submitting a filing to the clerk of council, as provided in Sec. 158-27, CURO shall examine the filing and determine if it complies with this article. If the filing does not comply with this article, CURO may return it to the party, with the reason(s) the filing was rejected. The party shall thereafter have the right to submit a corrected filing, provided that the time required to correct the filing does not result in the corrected filing being submitted after the deadline. If the time required to correct a filing would result in its submission after the deadline, the administrative hearing officer may determine that such delay is necessary to prevent injustice or to protect the public interest and welfare. Failure of CURO to return a filing shall not constitute a waiver by the council or any other party to object at a later time to the sufficiency of the filing.

Sec. 158-32. - Procedural schedule filing deadlines.

(a) Any filings related to an ongoing utility docket submitted after a procedural schedule deadline may be accepted or rejected subject to the discretion of the administrative hearing officer. Any filing rejected by the hearing officer shall be treated as a general communication and not included as part of the record.

(b) Unless otherwise provided, the time for submitting a filing, may be extended by order of the administrative hearing officer upon written motion duly filed with the clerk of council prior to the expiration of the applicable period of time for the filing, showing that there is good cause for such extension of time and that the need therefor is not caused by the inexcusable neglect, indifference, or lack of diligence of the party making such motion. A copy of any such motion shall be transmitted contemporaneously to all other parties of record to the proceeding and any additional recipients of service specifically designated by law.

Division III - Administrative Proceedings.

Sec. 158-33. – Discovery.

(a) Unless otherwise directed by the council or agreed to by the parties to the relevant proceeding, responses to data requests, interrogatories, requests for production of documents, or any other discovery requests ("discovery") shall be made on a rolling basis and shall be due in hand within ten (10) business days of receipt of a discovery request. Discovery requests shall be deemed received when transmitted by the requestor during hours of operation of the clerk.

(b) Any party of record shall avail himself of any discovery method authorized by the Louisiana Code of Civil Procedure.

(c) All objections to discovery requests shall be made in writing prior to the date on which a response is due. The hearing officer shall dismiss any objection made on or after the date on which a response is due unless sustaining the objection is necessary to prevent injustice or to protect the public interest and welfare.

(d) The council may publish general instructions for the production of responses to discovery requests in the URM.

Sec. 158-34. – Evidence.

(a) Admissibility. Any evidence which would be admissible under the general statutes of the state, or under the rules of evidence governing proceedings in matters not involving a trial by jury in the courts of the state, shall be admissible. Other evidence may be admitted by the council or the hearing officer if it is at all probative and relevant provided that the substantive rights of all parties are protected. The rules of evidence shall be applied liberally in any proceeding to the end that all probative and competent relevant evidence shall be conveniently, inexpensively, and speedily heard while preserving the substantive rights of the parties to the proceeding.

(b) Testimony. In all proceedings, testimony of a witness upon direct examination shall be prepared under oath and submitted in the following manner:

(1) Accompanied by a sworn attestation.

(2) Providing the identity of the witness, including name, business or personal address, place of employment and position held, reason for appearing, educational background, professional background and qualifications.

(3) Stating the purpose of the testimony and a summary of the conclusions in the testimony.

(4) In question-and-answer form (except as provided for in subparagraph (5) below), ~~or upon written request and subject to approval by the hearing officer, presented in narrative form,~~ using clear headers, which identify sections by subject matter.

~~(4)~~(5) If testimony is five pages or less in length, it may be submitted in the form of a sworn affidavit.

Testifying witnesses shall be subject to cross-examination and the testimony may be subject to a motion to strike in whole or in part for ruling by the hearing officer.

(c) Exhibits**.**

(1) Form. Exhibits in documentary form shall be submitted electronically and attached to a brief statement of what the exhibit purports to show. Exhibits shall be limited to factual material relevant to the issue involved in a particular proceeding.

(2) Service. All exhibits shall be provided to the service list electronically as described in Sec. 158-29.

(3) Excluded exhibits. If an exhibit has been submitted, objected to and excluded, the hearing officer shall determine whether the party offering the exhibit will withdraw the offer, and if so, permit the return of the exhibit to the party. If the excluded exhibit is not withdrawn, it shall be given an exhibit number for identification and shall be included in the record as a proffer, together with the ruling of the hearing officer for the purpose of preserving the objection.

(4) After hearing. Unless specifically directed by the council, no exhibit will be permitted to be filed in any proceeding after the conclusion of the hearing.

(d) Briefs. Briefs shall be filed only when requested or permitted by the council or by the hearing officer in a proceeding. They shall conform, as near as possible, to the rules herein provided for form. The points involved shall be concisely stated, the evidence in support of each point shall be briefly summarized, and the argument and authorities shall be organized and directed to each point in a concise and logical manner. To the greatest extent possible, the general format and content of each brief shall be arranged and shall include such elements as are required by the Rules of the Louisiana Supreme Court.

(e) Offer of proof**.** If evidence is excluded by the administrative hearing officer, the party offering such evidence may be permitted to make an offer of proof by dictating or submitting in writing the substance of the proposed evidence prior to the conclusion of the hearing. Such offer of proof shall be sufficient to preserve the point for review by the council or on appeal. The administrative hearing officer may ask such questions of the party offering the evidence as is necessary to determine that the evidence is as represented in the offer of proof. An alleged error in sustaining an objection to questions asked on cross-examination may be preserved without making an offer of proof.

(f) Oral argument**.** Any party may request oral argument before the hearing officer or the council at any time prior to a final council order~~the certification of the administrative record~~, but oral argument shall be allowed only in the sound discretion of the administrative hearing officer or the council. ~~or upon the agreement of the parties~~. A request for oral argument shall be submitted to the service list as described in section 158-26.

(g) Orders. All rulings and/or orders made by the administrative hearing officer shall be made in writing and dated and signed by the hearing officer. All such rulings and orders shall be distributed to the service list and made a part of the administrative record.

(h) Reconsideration**.** In the event a hearing officer denies the admission of evidence, the offering party may request reconsideration. CURO will evaluate the request for reconsideration, the evidence, and the hearing officer's reasons for the rejection. If CURO

finds substantial error of procedure, the evidence shall be deemed admissible subject to objections stated for the record.

Sec. 158-35. - Confidential materials. The council may adopt and from time to time modify protective orders relative to information that is deemed confidential and/or highly sensitive protected material ("HSPM"). The HSPM designation shall be the only confidential designation utilized in any proceeding unless the party requesting multiple designations can show good cause to either the council or the administrative hearing officer.

Sec. 158-36. - Technical conference. In the discretion of the council or the administrative hearing officer, the procedural schedule for a utility docket may include or be amended to include one or more technical conferences. A technical conference is a meeting of the parties to clarify and address the issues included within the scope of the docket. The agenda for a technical conference, including the order of presentations and the time allocated to each matter, shall be determined by CURO. The agenda shall be circulated to the service list no less than 48 hours prior to the technical conference. Materials presented and statements made during a technical conference are illustrative and shall not be included as part of either the evidentiary or administrative records of a docket unless expressly ordered by the council or the hearing officer.

Sec. 158-37. - Depositions. The reasonable taking of depositions in any proceeding shall be permitted and governed by the Louisiana Code of Civil Procedure. Any party objecting to the taking of a deposition shall file a Motion to Quash said deposition with the council or the hearing officer in sufficient time prior to the scheduled date of the deposition to allow the council or the hearing officer to rule on the Motion to Quash.~~or directed by the council or the hearing officer provided that the party requesting the deposition can present a sufficient reason as to why the witness's written testimony is not sufficient. Depositions shall be governed by the Louisiana Code of Civil Procedure.~~

Sec. 158-38. - Hearings. Whenever possible, but only ~~and~~ upon agreement of the parties, hearings as part of a utility docket or regulatory proceeding governed by this chapter shall occur as an exchange of documents ("paper hearing") rather than in-person.

(a) Prehearing conference. In any regulatory proceeding, the council or the administrative hearing officer may direct parties to meet prior to a scheduled hearing for the purpose of formulating issues and considering:
    (1) how to simplify issues,
    (2) the possibility of making any admissions or stipulations regarding matters of public record to avoid the unnecessary introduction of proof,
    (3) hearing procedures,
    (4) limiting the number of witnesses,
    (5) time limits for presentations, and
    (6) other matters to simplify the proceedings.

The decisions made by the parties during a prehearing conference shall be reduced to writings and circulated to all parties. Once all parties agree the document reflects the agreement of the parties, the agreement should be presented to the administrative hearing officer.

(b) Place and nature of hearings.

(1) Open to the public. In the event ~~the council or the administrative hearing officer determine~~ that an in-person hearing is conducted~~necessary~~ as part of a utility docket or regulatory proceeding governed by this chapter, the hearing shall be open to the public, subject to reasonable occupancy limitations to ensure the safety of the participants and the necessary decorum of a hearing. The hearing shall be held in the council chamber unless the council permits the hearing be held in another location. If the hearing is not held in the council chamber, the space designated should be accessible to the public, subject to the same reasonable occupancy limitations.

(2) Recorded. Whenever possible, hearings shall be broadcast on television and made available to stream live online. In the event a hearing cannot be broadcast live or live streamed, CURO shall make every effort to record the hearing and made available for rebroadcast and streaming within 72 hours of the hearing.

(3) Notice. Hearings shall be noticed as a public meeting as described in state law governing open meetings.

(4) Reporters and transcripts. In any in-person hearing in a docketed matter in which evidence is introduced, the proceedings shall be transcribed by a court reporter or stenographer physically present at the hearing.~~In the event the council determines a transcript is necessary, the council may employ transcription services. The transcribing entity will be permitted to create a transcript from a recording of the proceeding if a court reporter or stenographer did not attend the hearing.~~

~~(4)~~(5) The rules of Conduct and Decorum set forth in Sec. 158-21 shall be strictly enforced by the council or the hearing officer to ensure that order is maintained and the conduct of the hearing is not disrupted in any way.

(c) Order of procedure. At the start of a hearing the hearing officer shall direct all parties to enter their appearances on the record. The council or administrative hearing officer shall determine at what stage intervenors shall be permitted to offer evidence.

Sec. 158-39. – Evidentiary and administrative records. At the conclusion of every procedural schedule for a utility docket the hearing officer shall certify an evidentiary record and an administrative record of the proceeding. The evidentiary record shall consist of all filings accepted, including but not limited to, all testimony and evidence provided, and shall serve as the basis upon which the council issues any order in the docket proceedings. The administrative record shall consist of all other filings accepted by the hearing officer that do not form a part of the evidence

presented. Public comment provided during a meeting of the council shall not be included as part of the administrative record unless expressly stated in the procedural schedule.

Sec. 158-40. Form and content of orders.

(a) All orders of the council shall be in writing and adopted by the affirmative vote of a majority of all members of the council.
(b) After an order has been passed, certified copies shall be distributed to the service list as soon as possible.
(c) The dispositions may be incorporated either in the body of the order or by reference to the official record.
(d) All orders shall go into effect upon adoption by the council unless otherwise stated.

Sec. 158-41. Agreements to be in writing. No stipulation or agreement between the parties regarding any matter involved in any proceeding before the council under this article, shall be enforced unless it shall have been reduced to writing and signed by the parties or the representatives authorized hereunder to appear for them and approved by the council.

Sec. 158-42. Notice of service of filings in other forums. Whenever ~~the owner or operator of~~ a public utility regulated by the council participates as a party to a docket of ~~files, or participates in the preparation of a document, report, or causes a document, report, or application to be filed with~~ a state public service or public utility commission, the Federal Energy Regulatory Commission ("FERC"), the Securities and Exchange Commission of the United States, the Nuclear Regulatory Commission of the United States or any other regulatory body~~, which regulates in whole or part the utility or utility-related activities and operations of utilities, or which regulates in whole or part companies which own or operate such utilities, the owner or operator or~~ such public utility shall notify CURO and the council's utility advisors of such participation and of the means to track such participation through the website of any such regulatory body. ~~, within one day of filing such document, report, or application, electronically submit a copy of such filing and written notice to the clerk with copy to CURO and the council's utility advisors.~~

Division IV—Applications for a Change of Rates, Tariffs, or Services.

Subdivision I- In General

Sec. 158-43. - Purpose. Rate cases are proceedings used to address the costs of operating and maintaining a utility system, the allocation of those costs among customer classes, and the recovery of the allocated costs through changes in tariffs and/or rates.

Sec. 158-44. – Applicability. The standard filing requirements shall apply to all utilities under the supervision, regulation and control of the council and to all applications made by them.

Sec. 158-45. - Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affiliate(s) means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a utility. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing five percent or more of the aggregate number of the issued and outstanding voting securities of any domestic public utility.

Cost allocation manual means the manual that sets out a utility's costs allocation policies and related procedures and provides an accurate account of the methods used to allocate the utility’s investments and expenses, and non-retail sales revenues that flow between the utility and its affiliate(s).

Cost of service means the total cost of providing service to jurisdictional customers, defined by customer class, as determined by a cost-of-service study which allocates the utility’s total costs, representing the utility’s revenue requirement, to customer classes.

Effective date means the date on which a rate application filed pursuant to this article is proposed to become effective as an approved rate schedule.

Formula rate plan means a procedure by which rate schedules for a utility may be periodically adjusted based on an established evaluation of the utility’s current revenue requirement relative to current revenues.

Gross revenue conversion factor means the factor which, when multiplied times a dollar of operating income, yields the amount of revenue needed to produce that dollar of income after allowing for state and federal income tax and revenue tax.

Period I means the most recent 12 consecutive months, or the most recent calendar year, for which actual data is available, the last day of which is no more than nine months prior to the date of the filing of the application.

Period II means the 12 consecutive months immediately following the end of Period I.

Pro-forma adjustments means adjustments made to identify and illustrate the impact of known and measurable changes made to Period I and Period II based upon actual data during the year.
Projections means estimated results of operations based only upon known facts or reasonable assumptions that can be quantified concerning future events.

Rate schedule means a schedule of rates and conditions for a specific classification or for other specific service.

Rate Case means a proceeding related to a change in electric and gas rates, new services, and new rate schedules applicable to electric and gas service.

Tax expansion factor means the value that when multiplied by a specified value for operating income, yields the tax expense correlated to the revenue needed to produce that dollar of operating income.

Test period means a 12-month period consisting of Period I or Period II used to demonstrate the need for additional revenue and to evaluate the effects of the proposed change in rates.

Uniform system of accounts means the uniform system of accounts as promulgated by the FERC as of the date the filing is served.

Working capital means an allowance for cash, materials and supplies, fuel stock, and prepayments.

Sec. 158-46. - Filing of application to change rates or services.

(a) The filing requirements established in this division shall govern application to change rates or services (“applications”).
(b) A utility may request to change rates or service by submitting its application electronically to the clerk of council with copy to CURO and in accordance with filing requirements

under this article. The application shall include a summary of the utility's requested change to rates or services, including potential bill impacts for typical usage customers in each rate class.

(c) All statements, schedules, spreadsheets, and working papers included in the filing and used in support of the application(s), or contained in discovery responses, shall be provided in an operable electronic format, i.e. models and spreadsheets are to be provided with formulae intact and source data included. To the extent electronic data is provided in PDF format, the PDF shall not contain any security settings that limit the usability or the extraction of data.

(d) Electronic data shall include any work sheets will either include formulae intact or at a minimum a note as to how a number was calculated ~~linked to the calculations or any data utilized in the performance of the calculations~~. The related and relevant data must be provided in a format usable by the council.

(e) All information required by these standard filing requirements, or any other applicable law, ordinance, or order and/or rule of the council shall be included in and/or attached to the application at the time it is filed and served. The fact that any information or data is required by this article shall not be construed as a statement of or evidence of regulatory policy or as an endorsement of any concept, principle, methodology, or allowance, hitherto, presently, or in the future employed or proposed to be employed in this or any other jurisdiction in the calculation of rate base, rate of return, revenue requirements, rate design, or any other aspect of regulation of rates and services.

(f) An application for a waiver under Sec. 158-52 shall be included with any application for a change in rates.

(g) Acceptance of applications.

(1) Deficient applications. Where deficiencies are noted by the council, its designees, or CURO the filing shall be deemed as accepted on the dates that such deficiencies are cured and approved by the council or when the council has granted a waiver to the standard filing requirements. When filing deficiencies have been noted by the council, its designees, or CURO, and the utility has corrected the deficiencies, the council, its designees, or CURO shall notify the utility at the earliest practicable date that the filing has been accepted.

(2) Accepted applications. Where no deficiency is noted by the council, its advisors, or CURO, within 14 days of the date the filing is served, the filing shall automatically be deemed as accepted beginning on the 15th day following such date.

Sec. 158-47. - Council review of applications. Upon acceptance, the council shall have 12 months in which to review the filing and to render a determination as to the proper rates to be charged by the utility. If the council has not made this determination by 12 months plus one day after the date of acceptance, the rates as submitted by the utility in the accepted filing shall become effective subject to refund. During the period when the rates are being collected subject to refund, the utility

shall keep an accurate account of all amounts received under the ~~increased~~change in ~~–~~rates, including:

(a) the monthly billing determinants of gas, heat, electricity, and power sold and delivered to each purchaser; and
(b) the amount of revenue collected from each customer class that is in excess of or less than the amount that would have been collected using the rates in effect immediately prior.

If, after the utility has implemented rate relief, the council determines that the utility is entitled to a different amount of relief, the utility shall compute the amount of revenue to be refunded or collected and shall present to the council within 60 days of such council determination a plan to make the customers and the utility whole. The council shall then authorize refunds or surcharges or both so that the level of revenue collected equals that determined by the council to be appropriate. Interest on the revenue to be refunded or collected shall be charged at an average prime rate for each calendar quarter. The applicable average prime rate for each calendar quarter shall be the arithmetic mean, to the nearest 0.01 percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's Selected Interest Rates (Statistical Release G. 13), for the fourth, third, and second months preceding the first month of the calendar quarter. Interest shall be compounded quarterly. The costs of effecting the refunds shall not be deducted from the amounts refunded.

Subdivision II - Technical Procedure and Requirements

Sec. 158-48. - Filing standards. All applications filed pursuant to this article shall provide the information necessary to permit a thorough analysis of the utility's application. If the utility believes that additional information is necessary to support its application or is proposing a position that requires a departure from the basic exhibits, the utility shall provide supplemental information as considered necessary. Each utility shall provide the required information on appropriate schedules and provide an index and references to these schedules. Any additional exhibits submitted by the utility shall be clearly identified and filed within the appropriate section as hereinafter established.

Sec. 158-49. - Supplemental information. In addition to the information required by the filing requirements described in Subdivision I, the council has the authority to require supplemental information necessary to fulfill and/or satisfy the purposes of this Article II, as previously set forth. If any supplemental information requests are considered necessary, the utility shall respond to such requests within 30 days after receiving such a written request, or within such additional period as the council, for good cause shown, may allow. Unless otherwise ordered by the council, the filing of supplemental information shall comply with the requirements of Sec. 158-48.

Sec. 158-50. - Work papers. A utility shall submit all work papers related to data which support the test period. The utility shall provide a full explanation of the bases for all adjustments. Upon request by the council’s utility advisors or CURO, the utility shall provide a full explanation for

any estimates and, if such adjustments or estimates are based on a regularly prepared corporate budget, shall include relevant excerpts from such budget. Where applicable, work papers and documents containing additional explanatory material shall be cut or folded to letter size, shall be assigned page numbers, and shall be marked, organized and indexed according to subject matter, the cost-of-service statements to which they apply, and the witness sponsoring the statement. Said work papers shall be submitted in an electronic format in accordance with the requirements of Sec. 158-48.

Sec. 158-51. - Uniform system of accounts. Where applicable, exhibits, schedules and work papers shall be prepared in accordance with the uniform system of accounts as prescribed by the federal regulatory agency responsible for that type of utility. In the case of electric and gas utilities, the uniform system of accounts used shall be that prescribed by the FERC, or its functional successor in the United States Government, except as otherwise specifically permitted or requested by the council, the council's utility advisors, or CURO.

Sec. 158-52. - Waiver of requirements.

(a) If any information required by these standard filing requirements cannot be provided, ~~or~~ is not applicable to a particular utility, or is unnecessary for good cause shown, such utility shall submit electronically to the clerk of council, with a copy to CURO, a written application for a waiver of said ~~the~~ requirement(s) ~~with which it cannot comply or which is not applicable,~~ at the time of filing the application. The waiver shall include specific reasons for the requested waiver~~inapplicability of such information, or the inability of the utility to provide this information~~ and shall be filed in accordance with the requirements of Sec. 158-48.

(b) The council may approve or deny the request for waiver by resolution. If the council denies the request, the utility shall file the information, which is the subject of the denied waiver request, to the clerk with a copy to CURO within 15 days unless the council designates a longer time.

(c) If the utility fails to cure the deficiency, which was the subject of a denied waiver application, in the period allowed the application shall be deemed rejected.

Sec. 158-53. - Suspension of filing requirements. In its sound discretion the council may suspend the operation of any provisions of this article or modify them instanter to the extent authorized by law, or after such proceedings and upon such conditions as it finds to be just and practicable, provided that any such suspension and modification shall be consistent with provisions of the home rule charter of the city.

Sec. 158-54. - Public notice.

(a) When a utility files an application for a change of rates or service, the clerk of council shall publish the summary provided with the application in the official journal. The utility shall pay the cost of publication.

(b) The utility shall make the application available on the utility's website.

(c) The provisions of this section are mandatory. Nonetheless, compliance with the provisions of this section by a utility shall not be deemed a procedural prerequisite to the consideration or final disposition of any application filed under this article. No deficiency in the language of any cover sheet, advertisement or summary required by this section shall create a right in favor of any person to delay the progress of any proceeding initiated by an application filed under this article, nor shall any such deficiency create a basis for the invalidation or setting aside of any order issued by the council in order to dispose of the proceeding.

Sec. 158-55. - Technical filing requirements. Each application for a change in rates or service under this division shall satisfy the requirements enumerated in this section. Specifications for these requirements can be found in the URM available on the council's website.

(a) General utility data:
    (1) Charter or other business organization document.
    (2) Most recent balance sheet.
    (3) Utility property.
    (4) Retained earnings analysis.
    (5) Construction program statement.

(b) Revenue related data.

(c) Rate-base related data.

(d) Income statement data.

(e) Data related to the cost of capital.

(f) Financial statements and statistical data.

(g) Data related to cost of service.

(h) Allocation of affiliate costs.

Subdivision III- Formula Rate Plans.

Sec. 158-55. - Purpose. The formula rate plan ("FRP") is an intermediary mechanism by which the utility can implement rate adjustments more frequently under council review based on a predetermined formula during the period between utility rate change application filings.

Sec. 158-56. –Formula rate plans.

~~As part of a general rate case, t~~The council may approve a request from a utility to implement a FRP in ~~connection with setting~~ order to adjust ~~new~~ base rates for the requesting utility**.** Subject to the council's approval, a procedure to conduct the FRP shall be included in the utility's electric or gas formula rate plan rider schedule as applicable and the requirements of Subdivision I and II above shall apply.

(a) Procedural schedule. The procedural schedule governing proceedings related to formula rate plans, including deadlines for filing the evaluation report and proposed rate adjustments and for the review period, shall be ~~determined as part of the rate case and~~

included in the utility's electric or gas formula rate plan rider schedule approved by the council.

(b) Procedural schedule amendment. When applicable and for good cause shown and as required by the circumstances of the proceedings, the council or an administrative hearing officer may change or amend the dates established in the procedural schedule ~~set~~.

(c) Deficiencies in ~~applications~~evaluation report. The FRP shall provide that ~~I~~in the event of one or more disputes regarding deficiencies in an evaluation report, the dispute may be referred to a hearing officer for an administrative hearing and a subsequent decision by the council.

Division V – Generation Resource Programs

Sec. 158-57. – Integrated resource plan. The integrated resource plan ("IRP") is a triennial process that assesses the energy resources available to meet the electric service needs of the city of New Orleans and ensures that changes in customer demands and environmental conditions are addressed effectively and presented in a final IRP report filed by the utility. The goal of the IRP is to provide a general resource planning tool for the utility and council to develop portfolios ~~identify the optimal set~~ of resources that could ~~to~~ meet the current and future electric service needs of the utility's customers and to assess their associated total costs. Portfolios are developed under the different sets of assumptions and inputs~~city, at the lowest total cost to customers and utility,~~ in a manner consistent with the public interest and the council's energy policy goals. The expected combination of costs, reliability, risks, and uncertainty are all considered in this process.

(a) Procedural Overview. The minimum procedural schedule requirements for an IRP shall be as follows:

(1) Initiating resolution. The council adopts an initiating resolution outlining the IRP process, intervenor and public participation, policy objectives, procedural schedule, and any other matters deemed necessary by the council. The IRP process shall include an opportunity for intervenors to participate in the concurrent development of inputs and assumptions for the major components of the IRP in collaboration with the utility within the confines of the IRP timeline and procedural schedule.

(2) Public Meetings. CURO shall schedule at least three (3) public engagement meetings. The meetings will be advertised at least thirty (30) days prior to the public technical conferences. A description of the meetings to be scheduled are as follows:

A. Public meeting 1: An initial meeting that describes the IRP process including the purpose of the IRP and procedural timelines.

B. Public meeting 2: The utility presents its IRP as filed.

C. Public meeting 3: Dedicated to public comment on the utility's IRP report.

(3) Technical Meetings. CURO shall schedule at least four (4) technical meetings in which parties will be able to discuss the major IRP components, including present inputs and assumptions, provide comments, and attempt to reach consensus.

(4) Additional information related to this Division is contained in the IRP rules section of the URM.

(a) Policy objectives for IRP consideration. In addition to the analysis components described above, the IRP incorporates policy objectives as determined by the council including, but not limited to:

(1) The renewable and clean portfolio standard ("RCPS") program. To pursue reductions to carbon emissions, improve the health and quality of life of the citizens of New Orleans, and to reduce the city's impact on climate change, compliance with the council's RCPS should be incorporated into the planning strategy reflecting known utility regulatory policy goals of the council.

(2) Energy Smart Program kW and kWh reduction goals. After filing its IRP report~~Upon the conclusion of the utility's IRP report filing~~, the utility should include, for evaluation by CURO, council advisors, and intervenors, an Energy Smart Program implementation plan for the next three program years with proposed goals for~~of increasing the~~ projected annual kWh savings ~~at a rate equal to a percentage of kWh sales~~ and kW reductions to~~reducing~~ the utility system peak load in accordance with the stated policies of the council.

(3) Transmission and distribution planning. To the extent feasible, t~~T~~ransmission and distribution planning should be ~~more fully~~ integrated into the IRP process as contemplated by the IRP process.~~to ensure that transmission and distribution solutions be considered as alternatives to supply-side and demand-side resources are evaluated, and that any reliability concerns and customer-owned distributed energy resources are addressed.~~

(4) Optimization software. To ensure that demand-side resources are compared equally with supply-side resources in all IRPs, all relevant supply-side and demand-side resource alternatives should be made available to the utility's selected optimization ~~engine~~ software ~~concurrently~~ such that the optimization software can choose an optimal ~~combination~~ portfolio of resources based on the inputs and assumptions of the relevant planning scenario and strategy combinations.

Sec. 158-57.1. Authority to Construct or Implement Resource Options.

Any utility proposing to (1) construct or acquire an interest in a generation or transmission facility or implement a full-scale demand-side program, the rate base value of which exceeds two percent of the rate making value of the utility's property, or (2) enter into a

long-term firm power purchase contract, the present value of the fixed cost of which exceeds two percent of the rate making value of the utility's property, shall file an application and receive City Council approval for authority to take such action. The City Council shall schedule a public hearing promptly on each application and render its decision within 120 days of the filing date.

Sec. 158-58. Renewable and Clean Portfolio Standard. The goal of the renewable and clean portfolio standard ("RCPS") as established by the council requires the electric utility to reach "net-zero" emissions in its electric service to its customers by ~~generation facilities in~~ 2040 and to eliminate the use of all carbon-emitting generation resources by 2050, as contemplated by the council's RCPS rules. In addition, RCPS seeks to ensure that the city has a safe and reliable power supply at a reasonable cost while retaining as much flexibility as possible to employ a wide range of currently known and yet to be developed zero carbon-emissions energy technologies.

(a) Periodic review. The council's RCPS rules and procedures are set forth more fully in the URM and are formulated to ensure that the RCPS continues to meet the council's review process in the RCPS rules at least every five years. Such review shall consider a wide array of relevant factors, including, but not limited to:

(1) Progress made toward ultimate and interim goals.
(2) Developments in climate science.
(3) Impacts on customers.
(4) Technological developments, market developments, and progress on actual emissions reductions of the utility's portfolio.

At the conclusion of each such review, the council will decide whether the RCPS remains appropriate for the city or whether it requires modification. Any modification may be made by resolution by the council revising, changing, or updating the RCPS rules to implement the findings and conclusions of the council's periodic review.

Sec. 158-59. Community Solar Program.

(a) Overview. The council's community solar program ("CSP") provides the method by which subscribing customers may utilize large-scale solar facilities to offset their energy usage. The rules governing CSP are detailed in the URM.

(b) Policy objectives and enforcement. The CSP is intended to increase subscriber credits and the growth of community solar generation facilities to their approved limit while providing protection for ratepayers from undue burden while considering the stated benefits and costs of community solar.

Division VI—Mergers, Sales, and Acquisitions

Sec. 158-60. -In general. In addition to the rules of practice and procedure for regulatory proceedings set forth in this article, the procedures set out in this division shall apply to proceedings initiated in connection with mergers, sales, and acquisitions of -utilities regulated by the council.

Sec. 158-61. - Procedural overview. Each merger, sale, and acquisition shall commence with an initiating resolution establishing the procedural schedule, policy objectives, and any other matters deemed necessary by the council.

Sec. 158-62. - Minimum filing requirements. In determining whether a merger, sale, or acquisition is in the best interest of the ratepayers, the council will review the following and decide based on a set of enumerated factors. As such, in addition to the requirements set forth above in Article II, a utility requesting approval of a merger, sale, or acquisition, shall address each of the elements listed below in its request:

(a) whether the transfer is in the public interest;
(b) whether the purchaser is ready, willing, and able to continue providing safe, reliable, and adequate service to the utility's ratepayers;
(c) whether the transfer will maintain or improve the financial condition of the resulting utility;
(d) whether the proposed transfer will maintain or improve the quality of service to utility ratepayers;
(e) whether the transfer will provide net benefits to ratepayers in both the short and long term as well as provide a ratemaking method that will ensure — to the fullest extent possible — that the ratepayers will receive the forecasted short and long term benefit;
(f) whether the transfer will adversely affect competition;
(g) whether the transfer will maintain or improve the management of the resulting utility doing business in the city;
(h) whether the transfer will be fair and reasonable to the affected utility employees;
(i) whether the transfer would be fair and reasonable to the majority of all affected utility shareholders;
(j) whether the transfer will be beneficial on an overall basis to city and local economies and to the communities in the area served by the utility;
(k) whether the transfer will preserve the jurisdiction of the council and the ability of the council to effectively regulate and audit the utility's operations in the city;
(l) whether conditions are necessary to prevent adverse consequences which may result from the transfer;
(m) the history of compliance or noncompliance that the proposed acquiring entity or principals or affiliates have had with regulatory authorities in this city or other jurisdictions;
(n) whether the acquiring entity, persons, or corporations have the financial ability to operate the utility system and maintain or upgrade the quality of the physical system;

(o) whether any repairs and/or improvements are required and the ability of the acquiring entity to make those repairs and/or improvements;
(p) the ability of the acquiring entity to obtain all necessary health, safety and other permits;
(q) the manner of financing the transfer and any impact that may have on encumbering the assets of the entity and the potential impact on rates; and
(r) whether there are any conditions which should be attached to the proposed acquisition.

EXHIBIT 2

The Council
of the
City of New Orleans

Utility Regulatory Manual

Version ____
Adopted by Resolution No. R-25- ____
Current as of _____, 2025

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URM Division I. New Orleans City Council Utility Regulatory Manual ("URM").

Section 1. Purpose.

This Utility Regulatory Manual ("URM") was adopted by Council Resolution No. 25- ,as authorized by Chapter 158 of the Code of the City of New Orleans. The purpose of the URM is to provide a single common reference document to provide detailed rules, procedures, descriptions, and specifications for filing requirements, practice, and procedures related to Chapter 158. A copy of the URM shall be made available on the council's website. The URM may be amended by resolution of the council.

Section 2. Applicability.

The URM contains procedural and technical requirements related to electricity and gas filings and regulatory proceedings governed in Chapter 158, including, but not limited to:

1- General filing procedures.
2- Council approved customer service regulations.
3- Rate change application technical requirements.
4- Formula rate plan ("FRP") rules.
5- Integrated resource plan ("IRP") rules.
6- Renewable clean energy portfolio standards ("RCPS") rules.
7- Community solar rules and program ("CSRP") rules.
8- Protective orders.
9- Net Energy Metering Rules.
10- RFP Rules for Generation Acquisitions

Section 3. Citation.

The provisions of this manual shall be cited in the following format:

CCNO Utility Resource Manual [Division #].[Section #].[subsection #](version date).

Section 4. Definitions.

The terms used in this URM have the same meanings ascribed to them in Section 158-45 of the Code of the City of New Orleans, except when a different meaning is expressly stated or clearly indicated by the context or as stated in a specific rule.

URM Division II. Customer service regulations ("Service Regulations").

Section 1. General

(a) Each electric or gas utility regulated by the council shall submit for approval a comprehensive set of customer service regulations that detail matters related to service installation and maintenance of service, customer rights and responsibilities, billing and payment matters, special medical/critical customer protections, customer deposits, disconnection procedures and protections and other matters related to the utility-customer relationship.

(b) Each utility is required to post a copy of the Service Regulations on its website and/or other media platforms in an obvious and easy-to-access location for customers.

(c) Service Regulations may be modified at the direction of, or with the approval of, the council. The utility is required to assure that all modifications are reflected in the publicly available versions of the Service Regulations.

URM Division III. Regulatory procedures and filing requirements.

Section 1. General

(a) In addition to the provisions of Chapter 158 of the Code of the City of New Orleans, and this URM, utility related matters are also governed by the Rules and Regulations of the Council of the City of New Orleans (Amended and Restated May 22, 2025) ("Council Rules"). Parties should make themselves familiar with the Council Rules with particular attention to Rule 46: Electronic Submissions, Rule 47: Public Comment, Rule 48: Disturbances in Council Chambers, Rule 49: Candor to the Council, and Rule 52: Standards for Electronic Coverage.

(b) Whenever a matter is not covered in Chapter 158 or this URM, or ordered by the council, council utility docket proceedings shall be governed by the Louisiana Code of Civil Procedure and the Louisiana Code of Evidence.

(c) Computing time. Unless otherwise stated in Chapter 158, this URM, or ordered by the council, the Louisiana Code of Civil Procedure shall determine the amount of time allowed or prescribed.

(d) Electronic submissions. In accordance with the Council Rules and Regulations ("Council Rules") Rule 46.A, except as otherwise expressly provided by law or the Council Rules, any communication or other submission to the Clerk of Council may be made electronically by emailing the submission to the Clerk of Council at clerkofcouncil@nola.gov. In any docketed matter, electronic submissions shall be sent to other parties to the docket by emailing the document to the email address included on the service list for that party.

Section 2. Required content of filings.

(a) All filings submitted to the council pursuant to Chapter 158 and this URM shall include the following:

(1) a cover letter to the clerk as provided in the Council Rules,

(2) the docket number, if applicable,

(3) the name(s) of the filing party,

(4) a concise description of the ultimate facts relied upon by the filing party,

(5) a concise description of the type of relief, action or order desired by the filing party, and

(6) a certificate of service on each party on the most recent service list.

(b) Every filing of a party represented by an attorney shall be signed by at least one attorney of record, whose physical address and email address for service of process shall be stated. A party who is not represented by an attorney shall sign the pleading and provide a physical address and email address, if the party has an email address, for service of process. If mail is not received at the physical address for service of process, a designated mailing address shall also be provided. A party or attorney may sign a pleading by electronic signature.

(c) Interventions. Any party in interest may appear in any proceeding before the council under this article. All appearances shall be subject to a motion to strike upon a showing that the party has no justiciable or administratively cognizable interest in the proceeding. In addition to the requirements of paragraph (a), all motions to intervene must include:

(1) A statement of the interest of the party in the proceeding.

(2) The name, address, email address and telephone number of the individuals to be placed on the service list as representatives of the party.

(3) Where the party is appearing through a representative the party must identify the representative and include a statement signed by the representative and the party or a registered agent of the party.

Section 3. Required format of filings.

Format. All filings in any proceeding shall, unless the council otherwise orders or permits, be double spaced, typed, and submitted electronically. Except as otherwise ordered or permitted by the council, all filings shall be formatted so as not to exceed a width of 8-1/2 inches and a length of 14 inches and shall have inside margins not less than one inch wide. Pages should be numbered. Whenever practical, all documentary exhibits shall conform to such requirements of size and margin. All filings shall contain the address and telephone number of the party submitting the document. If a party is represented by an attorney or other representative, the filing shall also include the name, business address and telephone number of such attorney or other representative. Attorneys shall also attach their state bar association number. A private or United States Post Office Box or drawer shall not constitute a sufficient address for the purposes of this section.

Section 4. Discovery instructions.

(a) Parties to proceedings under this division are entitled to issue discovery requests as provided below:

1. Data requests, interrogatories, and requests for production of documents or any other discovery requests (collectively "Requests" or individually "Request") call for all information, including information contained in documents, which is known or available to the responders(s) in the proceeding.

2. Where a Request has a number of separate parts, subparts, or aspects, a complete response is required to each part or aspect. The response should separately address each part or subpart by its individual designation, e.g., CNO 3-1) (A), (CNO 3-1) (B), etc. Any objection to a part, subpart, or aspect of a Request should clearly indicate the part, subpart, or aspect to which it is directed.

3. If a Request specifically seeks an answer in response that is not contained in a referenced document, an answer is required.

4. The person who prepares and is responsible for providing the response on behalf of the responding party should be identified on the response ("Responder").

5. If a Request can be answered in whole or in part by reference to the response to another Request served in the proceeding, it is sufficient to so indicate by specifying the other response or part or aspect thereof which is responsive to the instant Request and by specifying whether the response to the other request is a full or partial response to the instant Request. If the response to the other Request constitutes a partial response, the balance of the instant Request must be answered.

6. If a Request cannot be answered in full after exercise of due diligence to secure the information requested, Responder shall state the answer to the extent possible, state why the Request cannot be answered in full, and state what information or knowledge ~~you~~ is available concerning the unanswered portions.

7. If, in answering any of these Requests, Responder maintains that a Request or instruction applicable thereto is ambiguous, Responder shall set forth the language that is considered ambiguous and the interpretation being used in responding to the Request.

8. If a document requested is unavailable, Responder shall identify the document, describe in detail the reasons that the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.

9. If no existing document is responsive to a Request that calls for a document, Responder shall so state and the Request should be treated as an interrogatory.

10. Responders have an ongoing obligation as to all responses to amend or supplement if any person answering the Requests obtains any information upon which: (a) the party making the response knows that it was incorrect when made; or (b) the party making the response knows that the response, though correct when made, is no longer true or is misleading.

11. All Requests are considered to be continuing in nature and thereby Responders are required to produce by supplemental or amended responses any information or documents within the scope of the Request that Responder obtains, acquires, or discovers subsequent to the initial response to the Request.

Section 5. Order of presentation at hearing.

Unless otherwise stated in Chapter 158 or this URM, or ordered by the council, the order of hearing presentations shall be established by the hearing officer prior to commencement of the hearing. The order of hearing may be varied by the hearing officer when the circumstances so justify. The hearing officer may grant additional opportunities for the presentation of evidence and for argument only where good cause is shown for such additional evidence and argument.

URM Division IV. Rate change application technical requirements.

Section 1. Required content.

Each rate case applicant under this chapter shall provide the following:

1. General data:
    a. Charter. A copy of the public utility's charter or articles of incorporation, articles of organization, or other business formation documents, if not already on file with the council.
    b. Latest balance sheet. A balance sheet of the utility prepared as of the last day of the latest month in which data is readily available. For Period II, provide a balance sheet of the utility on an estimated basis.
    c. Utility property. If not already provided in earlier statements, a description of the utility's property, as of the last day of the latest month in which data is readily available. For Period II, provide a description of the utility's property on an estimated basis as of the last day of Period II. Such a description shall be a dollar amount of each functional category.
    d. Retained earnings analysis. An analysis of retained earnings covering Period I. For Period II, an analysis from the close of the last calendar year for which an annual report has been filed with the council to the date of the balance sheet provided in the statement in subsection (1) b. of this section.
    e. Construction program statement**.** The utility shall file a statement that generally describes its program for providing reliable and economic services for the period beginning with the date of the filing and ending with the tenth year after the test period. The statement shall include the following:
        i. An annual forecast, for the period, of customers' peak demand and energy requirements utilizing econometric forecasting models. These models should include price induced conservation, the conservation effects associated with improved efficiencies of gas, heat, electrical and power appliances and equipment, and any reduction in demand and energy resulting from projected customer-owned resources, such as distributed energy resources (“DERs”), and all utility-managed demand side management (“DSM”) programs.

ii. A capacity addition program setting forth the sources of utility-owned capacity and energy to serve the customers' forecasted peak demand and energy requirements.

iii. A transmission/distribution program setting forth the additions and improvements in transmission and distribution facilities necessary to deliver the capacity and energy from the utility's sources to its customers in a reliable and economical manner.

2. Revenue-related data including the following:

a. Summary of revenue requirements. If Period I is the test year period, a jurisdictional summary showing pro forma adjusted rate base and operating income under present rates; and actual earned rate of return, proposed rate of return, required operating income, operating income deficiency, gross revenue conversion factor, and resulting revenue requirement. If Period II is the test year period, provide a jurisdictional summary showing proforma adjusted rate base and operating income under present rates; actual earned rate of return, proposed rate of return, required operating income, operating income deficiency, gross revenue conversion factor, and resulting revenue requirements.

b. Summary of impact of proposed rates. For Period I and Period II, provide a tabulation by jurisdiction showing the number of customers, monthly billing determinants, the base revenues, rider tariff revenues, and the total revenues by rate schedule under present and proposed rates and the dollar and percentage changes~~increases~~. Also furnish supporting work papers setting forth the fuel adjustment clause and purchased gas adjustment monthly revenues.

c. Proposed rate schedules. The proposed rate schedules for the jurisdiction and any other retail rate schedules proposed by the applicant or pending for any other jurisdiction and/or before any other regulatory body.

d. Present rate schedules. The present rate schedules, or an electronic link to same, and any other rate schedules effective for the applicant for any other retail jurisdiction.

e. Summary bill comparison. Schedules showing typical bill comparisons by rate schedule under present and proposed rates. The comparisons should provide adequate consumption information by block and season, and should set forth base revenue, rider tariff adjustments, if any, and total revenue for various levels of usage under all residential, commercial, industrial, and other rate schedules.

3. Rate base related data including the following:

a. Summary of jurisdictional rate base. For Period I, a summary of total company and jurisdictional rate base for pro forma adjusted operations. For Period II, a total company and jurisdictional pro forma adjusted rate base for projected operations. The rate base shall

be stated in adequate detail to identify each component set forth in this schedule. The utility may include items not specifically set forth which it believes are appropriate for inclusion.

b. Plant in service. For Period I, a summary of total company plant in service by FERC account for actual operations, and, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each such adjustment and total company plant in service by FERC account for pro forma adjusted operations. For Period II, a summary of total company plant in service by FERC account for projected operations, and, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each such adjustment and total company plant in service by FERC account for pro forma adjusted operations. The total company plant in service shown on this schedule shall agree with the amounts appearing on the statement referenced in subsection (1) b. ~~and subsection (6) a.~~ of this section.

c. Accumulated depreciation. For Period I, a summary of total company accumulated depreciation by FERC account for actual operations, and if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company accumulated depreciation by FERC account for pro forma adjusted operations. For Period II, provide a summary of total company accumulated depreciation by FERC account for projected operations, And, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company accumulated depreciation by FERC account. Also, as applicable, provide a list of retirements of electric utility generating plants, transmission lines or substations, and distribution lines or substations, and a list of retirements of gas plant in service, recorded during Period I and projected for Period II, provided each such retirement exceeds $100,000.00. The total company accumulated depreciation shown on this schedule shall agree with the amounts appearing on the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

d. Depreciation study. The utility's most recent depreciation study by FERC account. If the utility has previously filed the study with the council the same may be provided by reference.

e. Summary of construction work in progress. For Period I and Period II, a schedule showing total company construction work in progress by FERC account.

f. Listing of construction work in progress. For Period I, a schedule listing all construction work in progress at the end of the period by work order number, and for Period II, by FERC account. For each listed item, the estimated completion cost of all work that exceeds $100,000.00 and is applicable to the city's jurisdictional area,

provide a brief description, estimated completion cost and projected date of placement in service. For Period I and Period II, for construction applicable to the city's jurisdictional area provide a statement listing all construction work in progress closed, or to be closed, during the period, by FERC account, including a brief description, final completion cost, and date of placement in service, provided the estimated completion cost of each such item exceeds $100,000.00.

g. Allowance for funds used during construction (AFUDC). For Period I and Period II, show the computations of the maximum rates for the construction allowances. If the utility proposes to use a net-of-tax rate, the utility shall show the derivation for both the gross-of-tax and net-of-tax rates. If the booked amounts of AFUDC do not reflect the rates computed above, show the derivation for the actual rates utilized in computing AFUDC, including the derivation of any net-of-tax AFUDC rate utilized by the utility.

h. Summary of property held for future use. For Period I and Period II, provide a schedule listing total company property held for future use, including, by item, the book cost, the projected date of placement in service, and the planned use for this property. The total company amount of property held for future use shown on this schedule shall agree with the amounts, if any, appearing on the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

i. Calculation of working capital allowance. For Period I and Period II, provide a schedule showing the calculation of the total company working capital by component. The total company amount of working capital allowance shall agree with the amounts appearing on the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

j. Prepayments. For Period I and Period II, provide a schedule showing the derivation of the total company prepayments component of the working capital allowance. Include a schedule of the monthly prepayment balances. The total company prepayment amount shall agree with the amount appearing in the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

k. Materials and supplies and fuel stock. For Period I and Period II, provide a schedule showing the derivation of the total company materials and supplies and fuel stock components of the working capital allowance including a schedule of the monthly materials and supplies and fuel stock balance. The total company materials and supplies and fuel stock amounts shall agree with the amount appearing in the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

l. Calculations of cash working capital. For Period I and Period II, provide a schedule showing the detailed calculation of the cash working capital component of the working capital allowance. The

utility shall compute cash working capital using a lead-lag study methodology for the test period. The use of a lead-lag study in the determination by the utility of its cash working capital requirements shall not preclude the council from making adjustments thereto, nor employing one-eighth of total annual operations and maintenance expense excluding amounts charged to operations and maintenance expense for fuel, deferred fuel, and purchased power in its final determination of the appropriate amounts of cash working capital for ratemaking purposes. Should the utility request zero cash working capital in its filing, it shall be considered an alternative methodology and no lead-lag study shall be required. The council's discretion in the treatment of non-investor supplied capital, other than non-investor supplied capital that would be included in a lead-lag study for ratemaking purposes, shall be unaffected. The amount shown here shall agree with the amount appearing in the statement in subsection (1) b. ~~and subsection (6) a.~~ of this section.

m. Minimum bank balances. For Period I, provide a listing of all banks requiring the deposit of minimum bank balances by the company relating to services provided in customer bill-paying programs. Also provide the amount of such minimum bank balances on deposit with each bank at the end of Period I.

n. Summary of accumulated deferred income taxes and unamortized investment tax credits. For Period I and Period II, provide a schedule showing total company accumulated deferred income taxes and unamortized investment tax credit by FERC account . Unamortized investment tax credits should be separated into pre-1971 and post-1970 periods. The balance of deferred taxes and pre-1971 tax credits shall agree with the amounts shown on the statement in subsection (1) b. and subsection (6) a. of this section. Also state which option the utility has filed with the IRS for treatment of post-1970 investment tax credits.

4. Income Statement data including the following:

a. Jurisdictional income statement. For Period I, a total company and jurisdictional income statement for pro forma adjusted operations. For Period II, a total company and jurisdictional income statement for pro forma adjusted projected operations. The income statement should be in adequate detail to identify those components set forth on this schedule. The utility may include items not specifically set forth which it believes are appropriate for inclusion.

b. Revenues. For Period I, a schedule showing total company revenues by FERC account for actual operations, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company revenues by FERC account for pro forma adjusted operations. For Period II, provide a schedule showing total company revenues by FERC account for projected operations along with a description of the assumptions,

methodologies, models and databases used in making such projections. The total company revenues shall agree with the amounts appearing in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

c. Operation and maintenance expenses. For Period I, a schedule showing total company operation and maintenance expenses by FERC account for actual operations, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company operation and maintenance expenses by FERC account for pro forma adjusted operations. For Period II, a schedule showing total company operation and maintenance expenses by FERC account for projected operations, and a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company operation and maintenance expenses by FERC account for pro forma adjusted operations. The total company operation and maintenance expenses shall agree with the amounts appearing in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

d. Electric Utility Fuel and Gas Utility Purchased Gas adjustment data. For Period I and Period II, monthly expense data by accounts for electric utility fuel related costs in accounts 501, 557, and purchased power in account 555, and for gas utility in accounts 804 and 880. The total amount in these accounts shall agree with the amounts shown in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section. For each type of purchased power transaction, such as firm power or economy interchange power, monthly expense data shall be subtotaled separately for interchange receipts and deliveries. For monthly fuel accounts 501, 518, 547, and for each type of purchased power transaction, and for gas accounts 804 and 880, the monthly data shall identify components to be claimed under the fuel adjustment clause and/or purchased gas adjustment of the utility.

e. Miscellaneous operation and maintenance expense data. For Period I, furnish a schedule for each of the items listed below and state the account or accounts to which they were charged:
    i. Contributions for charitable, civic, and political and related activities, as defined in account 426.4 of the uniform system of accounts.
    ii. Membership fees and dues of civic and social organizations.
    iii. Advertising expenses with a description of the purpose (e.g., promotional, civic or political) for each expenditure.

   For Period II, state the estimated amount of each item which is included in operation expense.

f. Depreciation expense. For Period I, a schedule showing total company depreciation expense by function for actual operations, a

summary of pro forma adjustments by function, including a description and the amount of each adjustment and total company depreciation expense by function for pro forma adjusted operations. For Period II, a schedule showing total company depreciation expense by function for projected operations. Also provide a schedule for Period I and Period II showing the annual depreciation rate applicable to each function. The total company depreciation expense shown on the statement shall agree with the amounts operating in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

g. Taxes other than income. For Period I, for actual operations, a schedule showing total company taxes other than income by component, i.e., revenue taxes, real estate taxes, payroll taxes, and miscellaneous taxes. Also provide for pro forma adjusted operations a summary of pro forma adjustments, including a description and the amount of each adjustment and total company taxes other than income by component. For Period II, a schedule showing total company taxes other than income by component for projected operations. The total company taxes other than income shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

h. Income taxes, state and federal. For Period I, a schedule showing the calculation of total company current and deferred state and federal income taxes for actual operations, a summary of pro forma adjustments, including a description and the amount of each adjustment and total company current and deferred state and federal incomes taxes for pro forma adjusted operations. Also furnish, for the most recent year available, a reconciliation of book income to taxable income in a format similar to that required in FERC Form No. 1. For Period II, provide a schedule showing the calculation of total company current and deferred state and federal income taxes for projected operations. The total company current and deferred state and federal income taxes shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

i. Gross revenue conversion factor. For Period I and Period II, a schedule showing the calculation of the gross revenue conversion factor.

j. Tax expansion factor. For Period I and Period II, provide a schedule showing the calculation of the combined state, federal, and revenue tax effects that would arise from an additional dollar of net operating income.

k. Other utility income and deductions. For Period I, provide a schedule showing for the total company other income and other income deductions for actual utility operations, a summary of pro forma adjustments, including calculations and assumptions, and

total company other income and other income deductions for pro forma adjusted operations. For Period II, provide a schedule showing the total company other income and other income deductions for projected operations. The total company other income and other income deductions shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. ~~and subsection (6) b.~~ of this section.

l. Interest coverages. For Period I and Period II, provide schedules showing the interest coverage using each of the five following methods:
   i. The Securities and Exchange Commission method;
   ii. The bond indenture method;
   iii. The bond indenture method including interest on short-term debt.
   iv. Earnings Before Interest and Taxes ("EBIT");
   v. Earnings Before Interest, Taxes, Depreciation, and Amortization (“EBITDA").

5. Cost of Capital.

Each applicant under this article shall provide the following:

a. Cost of capital. For Period I and Period II, a summary of capitalization balances, capitalization ratios, the cost of debt capital and preferred stock capital, weighted cost of each element, the rate of return on the common equity of the utility and the resulting overall rate of return.

b. Long-term debt capital. For Period I and Period II, a schedule showing the coupon rate, dates of issue and maturity, principal amount, issuance expense, debt discount or premium, net proceeds, amount outstanding, annual amortization, annual interest charges and annual cost by issue of all long-term debt outstanding as of the end of the period. Based on this information, compute the embedded cost of long-term debt. This embedded cost shall agree with the cost of debt which appears in the statement in subsection (1) d. ~~and subsection (6) d.~~ of this section.

c. Preferred stock. For Period I and Period II, a schedule showing the dividend rate, type, per value, date issued, shares issued and outstanding, amount outstanding, issuance expense, discount or premium and annual dividends for each issue of preferred stock at the end of the period. Based on this information, compute the embedded cost of preferred stock. This embedded cost shall agree with the cost of preferred stock which appears in the statement in subsection (1) d. ~~and subsection (6) d.~~ of this section.

d. Common equity. For Period I and Period II, a schedule showing, by FERC account, the makeup of the common equity balance at the end of each period. Also show the rate of dividends being paid on the outstanding common stock, the rate of return on common equity actually earned during Period I, and the rate of return being

requested for Period II. The equity rates actually earned for Period I and being requested for Period II shall agree with the respective rates which appear in the statement in subsection (1) d~~. and subsection (6) d.~~ of this section.

6. Financial statements and statistical data**.**

If the following data is presently on file with the council a reference to such filing will be sufficient:

a. Historical balance sheets. Provide historical company comparative balance sheets for the most recent five fiscal years.

b. Historical income statements. Provide historical company comparative income statements for the most recent five fiscal years.

c. Historical statement of retained earnings. Provide historical company comparative statements of retained earnings for the most recent five fiscal years.

d. Historical capitalization. Provide historical company comparative capitalization for the most recent five fiscal years. This information should be similar to the information provided in section 158-53.

7. Cost of service.

Each applicant under this article shall provide the following:

a. For Period I and Period II, the applicant under this article shall provide a fully allocated cost of service study, including total utility revenues, total utility costs, and all customer classes served. The study should include a detailed summary of the income statement, rate base and rate of return under present and proposed rates by jurisdiction and by rate schedule. Also provide work papers sufficient in detail to support calculations, methodologies, allocation factors, and assumptions included in the study, including total company wages and salaries by account for actual operations, a summary of pro forma adjustments by account, including a description and the amount of each adjustment and total company wages and salaries by account for pro forma adjusted operations. If wages and salaries by FERC account is used as an allocator in the utility's cost of service study, then provide this information by FERC account, rather than by function. Also furnish the bases for and computation of all allocators used in the cost-of-service study.

8. Affiliate transactions.

The following procedures shall govern any transactions by, between, and among a utility and any of its affiliates**:**

a. In any application that the utility files that might affect a change in its revenue requirement and that contains an allocation of affiliate costs from an affiliated company of the utility, the utility shall provide:

i. Schedule detailing the summary of affiliate costs incurred for each account for those services rendered by the affiliate(s) exclusive of affiliate purchases, related to joint account purchases and purchases from purchased power agreements and continue to be provide such detail in the applicable fuel adjustment clause;
ii. The allocation method and basis of such costs; and
iii. A summary of the services provided for such costs.

b. Except for years that represent test years, as Period I and Period II, which are included in an application for a change in rates of the utility, a utility must annually file a cost allocation manual that includes:
i. An organization or relationship chart(s) that illustrates the utility and all of its regulated and unregulated affiliate(s);
ii. Officers of the parent or holding company, the utility, and all of its affiliates, as applicable;
iii. A complete description of the types of all costs shared with affiliate(s);
iv. The methodology and procedure used to allocate costs; and a summary of the total costs incurred from affiliate(s) and how those affiliate(s) costs are allocated. The council shall have reasonable access to all public records of the utility's affiliated companies, including its parent company, regarding transactions or cost allocations among the utility and such affiliated companies, and such records necessary as same pertains to the inclusion of costs in the utility's revenue requirements and to ensure that a utility's ratepayers do not subsidize nonutility activities. Nothing in this paragraph shall limit the authority of the council to have access to accounts and records of, or to require reports and documents from, the utility, or to prescribe guidelines that the utility must follow in allocating costs to transactions with affiliate(s).

Section 2. Exception

If a rate case applicant has filed a Formula Rate Plan Evaluation Report that uses the Period I test year as the Evaluation Period and proposes that base rates be set based on the Period II test year class cost of service required by Section 1, then the rate class applicant is not required to submit content specified in Section 1 above for Period I and may submit such Evaluation Report as part of its rate case application. If the rate case applicant submits any portion of the required content for Period 1 or the above-described Evaluation Report, then such submission shall not constitute a waiver of this exception.

URM Division V. Electric utility integrated resource plan rules.

[EXISITNG IRP RULES AS ADOPTED IN RESOLUTION NO. R-17-429 WILL BE INSERTED HERE]

URM Division VI. Renewable clean portfolio standard rules.

[EXISTING RCPS RULES AS ADOPTED IN RESOLUTION NO. R-21-182 WILL BE INSERTED HERE]

URM Division VII. Net energy metering rules.

[EXISITNG NET METERING RULES AS ADOPTED IN RESOLUTION NO. R-09-484 WILL BE INSERTED HERE]

URM Division VIII. Community solar rules.

[EXISTING COMMUNITY SOLAR RULES AS ADOPTED IN RESOLUTION NO. R-25-352 WILL BE INSERTED HERE]

URM Division IX. Request for proposals rules.

[EXISTING RFP RULES AS ADOPTED IN RESOLUTION NO. R.-20-105 WILL BE INSERTED HERE]

URM Division X. Protective order governing confidential and sensitive information.

[EXISITNG COUNCIL PROTECTIVE ORDER AS ADOPTED IN RESOLUTION NO. R-07-432 WILL BE INSERTED HERE]

URM Division XI. Applications for Issuance of a Financing Order.

Section 1. Procedural schedules for applications seeking issuance of a financing order.

To facilitate the use by utilities that furnish utility service within the City of New Orleans of securitization financing under the Louisiana Electric Utility Storm Recovery Securitization Act, La. R.S. §§ 45:1226-1240, the Louisiana Utilities Restoration Corporation Act, La. R.S. §§ 45:1311-1343, or any other act of the Louisiana Legislature that provides for or enables securitization financing (together, the "Securitization Acts") to finance storm recovery or restoration costs (including reserves), the council shall proceed as follows upon the filing by a utility of an application seeking the council's adoption and issuance of a financing order under one of those acts:

a. Within 14 days after the date the application is filed, the council shall establish a procedural schedule that permits a council decision no later than 120 days after the date the application is filed.

b. No later than 120 days after the date the application is filed, the council shall issue a financing order or an order rejecting the application. For an application that seeks to fund reserves to allow for interim recovery of storm recovery or restoration costs, such interim recovery must be subject to a true-up process once the actual restoration costs are determined.

c. The standard filing requirements or minimum filing requirements set forth in Chapter 158, Article III of the New Orleans City Code and/or the URM shall not apply to an application under the Securitization Acts, and the provisions of this section, to the extent applicable, shall control over any contrary or conflicting provisions of Chapter 158 or the URM.

CARRIE R. TOURNILLON, PARTNER
PH 504.585.3056
CARRIE.TOURNILLON@KEANMILLER.COM

October 17, 2025

VIA ELECTRONIC MAIL (clerkofcouncil@nola.gov)

Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

In Re: Rulemaking to Revise Chapter 158 of the Code of Ordinances,
Docket UD-25-01
KM File No. 35983-2

Dear Clerk:

Enclosed please find for electronic filing, Delta New Orleans Gas Company, LLC (Delta New Orleans) Initial Comments in the referenced docket. As confirmed with your office, the requisite original and number of hard copies are not mandatory to formalize this filing in the docket.

Should you have any questions regarding the above, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

Carrie R. Tournillon

CRT:tp
Enclosure

cc: Official Service List for UD-25-01 (via electronic mail)

BEFORE THE
NEW ORLEANS CITY COUNCIL

IN RE: RULEMAKING TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES.	**DOCKET NO. UD-25-01** **October 17, 2025**

DELTA NEW ORLEANS GAS COMPANY, LLC
INITIAL COMMENTS ON PROPOSED CHANGES TO CHAPTER 158

Delta New Orleans Gas Company, LLC ("**Delta New Orleans**") respectfully submits initial comments to the Council of the City of New Orleans ("**Council**") regarding proposed changes to Chapter 158 of the Code of Ordinances ("**Chapter 158**"), including a proposed Utility Regulatory Manual ("**URM**"). Attached hereto and made part of these initial comments are redlined edits of Delta New Orleans requested changes to the proposed revised Chapter 158 provisions (Attachment A hereto) and the proposed new URM (Attachment B hereto) (collectively with this pleading, "**Comments**"). Pursuant to Council Resolution R-25-407, these Comments are timely filed.

Overall, Delta New Orleans finds the proposed changes are helpful in better organizing Chapter 158 provisions. Further, Delta New Orleans supports the creation of a URM that relocates certain provisions of Chapter 158 to a separate document that can be more regularly and efficiently updated by the Council. As shown in the attached redlines and discussed herein, Delta New Orleans has a few proposed additional changes comments regarding the proposed revised Chapter 158 and new URM.

Discussion of Proposed Revisions to Chapter 158

Delta New Orleans respectfully requests the Council consider and incorporate the following changes to the revised Chapter 158 ultimately adopted.

Section 158-4 – Utility designated representative

Delta New Orleans requests that this provision be clarified that it is the regulated utility, subject of the Council's jurisdiction, that must designate and maintain the designation of a person responsible for it, and not a utility's owner or operator. Delta New Orleans believes that it is unclear who is meant by "owner" and "operator" and that it is appropriate for the regulated utility to have the obligation in this provision and not an entity that may not be subject to the jurisdiction of the Council.

Section 158-8 – Bill of Rights

Section 158-8(b)

Section 158-8(b) provides that a residential customer "has the right to choose to pay a deposit, obtain a satisfactory credit score in lieu of a deposit, or otherwise demonstrate the ability to pay on a nondiscriminatory basis." Delta New Orleans submits that "or otherwise demonstrate the ability to pay on a nondiscriminatory basis is overly broad and vague and potentially inconsistent with utility service regulations already approved by the Council and in place today. Delta New Orleans submits that additional ways a residential customer can demonstrate ability to pay should be set forth in the utility's service regulations, which will also ensure nondiscriminatory. Delta New Orleans has proposed revisions to subpart (b) of Section 158-8 to reflect this requested change.

Section 158-8(i)

Delta New Orleans recognizes that there are certain conditions in which service to customers should not be interrupted, such as during extreme weather events. However, the circumstances of such event warranting a prohibition on disconnection can be different for electric service and natural gas service. Delta New Orleans submits this is the case with respect to extreme heat, which is addressed in subparts 158-8(i)(2) and (3). Natural Gas customers are not relying on their natural gas service for cooling. Thus, Delta New Orleans should not be prohibited from disconnection a customer when the temperature is forecasted to be high or the National Weather Service issues a heat warning.

As reflected in the attached redline, Delta New Orleans requests an additional sentence be added to that makes 158-8-(i)(2) and (3) only applicable to electric service.

Section 158-8(l)

Section (l) of the Bill of Rights grants customers of electric and natural gas utilities the right to have "same-day service for reconnection provided payment is received by the utility or one of its authorized pay centers before 7:00 p.m. on the day of the requested reconnection." This provision is consistent with a provision in the current Chapter 158 Bill of Rights. However, this provision does not allow enough time for a utility to safely reconnect a customer when the utility must send a truck or technician to the premises to perform the reconnection and/or when an utility employee must enter the premises to perform a safety check or other steps (*e.g.*, relight pilots) prior to reconnecting service to the customer, which requires coordination between the utility and the customer for scheduling purposes. For example, reconnection of natural gas service must be done in person, by a trained technician, who for safety purposes must enter a residence or business to relight pilots and who must also ensure that a premise passes a leak

check. Moreover, to enter a residence or business, the technician must coordinate with the owner or tenant to arrive at a time when the technician can be granted access to the premises. Thus, given these circumstances, payment on an account by 7:00 p.m. does not reasonably allow for safe restoration of service same day or recognize logistical issues that may make such reconnection impossible.

As reflected in Attachment A, Delta New Orleans proposes that a utility be required to reconnect service as soon as reasonably possible when reconnection requires the presence of a truck or technician and/or requires an employee of the utility to enter the premises. This change will provide the necessary flexibility for a utility to safely reconnect the customer and/or to coordinate with the customer to schedule an appointment for the reconnection.

Section 158-8(p)

Delta New Orleans does not oppose the Council's granting customers a right to have a scheduled disconnection cancelled pending resolution of a formal complaint if the customer both lodges a formal complaint with the utility and provides payment in an agreed upon amount. However, Delta New Orleans requests that a reasonable time frame be expressly stated for when such payment must be made by the customer to trigger such right and prevent a scheduled disconnection from occurring. Further, Delta New Orleans requests language be included to make explicit that the customer must follow the process in Chapter 158 to lodge an "Initial Complaint" to trigger such a right, which provides clarity as to the content of the complaint and the intent of the customer to file a formal complaint.

As reflected in Attachment A, Delta New Orleans believes that requiring the customer to make the agreed upon payment and formally lodge an Initial Complaint with Delta New Orleans by no later than 5:00 p.m. two (2) business days prior to the scheduled date of disconnection

would allow a reasonable amount of time for cancellation of the disconnection scheduled with a technician at the customer's premises. Delta New Orleans also proposes to make Initial Complaint a defined term and has carried that change throughout its redline of Chapter 158.

Section 158-8(r)

Delta New Orleans proposes non-substantive wording changes to this section in the attached redline.

Section 158-10 – Applicability (Division II - Customer Complaints)

Section 158-10 provides a non-exhaustive list of the types of complaints for which the Initial Complaint process set forth in Chapter 158 applies. However, this section now explicitly includes in subpart (g) loss of property by a customer, which appears to be a departure from the position of the Council in current Chapter 158 that customer complaints involving a loss of property by the customer are not subject to the Council's review. The court and not the Council has proper subject matter jurisdiction over such property claims.

As reflected in Attachment A, Delta New Orleans requests new subpart (g) of this section be deleted, consistent with the current Chapter 158. Further, Delta New Orleans has proposed changes in subsequent sections to delete provisions consistent with the deletion of loss of property as an eligible claim for an Initial Complaint, such as deletion of a portion of Section 158-11(f)(2), Section 158-11(f)(5) and Section 158-17(e).

Section 158-11 – Complaint Process

Subpart (b)

Delta New Orleans request that subparts (b)(1) and (b)(2) be clarified with respect to its applicability - - that is, that subpart (b) applies specifically to Initial Complaints involving

potential disconnection of a customer's service due to non-payment relating to allegations of meter accuracy or bill accuracy. In addition, Delta New Orleans respectfully requests that the time frame for filing an Initial Complaint to suspend disconnection of service relating to meter accuracy or bill accuracy be changed from one (1) business day prior to the scheduled date for disconnection of service to not later than 5:00 p.m. two (2) business days prior to the scheduled date of disconnection, consistent with Delta New Orleans' requested change to subpart (p) of the Bill of Rights, discussed above. This change amounts to one full business day notice prior to the scheduled date of disconnection, which Delta New Orleans believes is a reasonable amount of time to allow necessary communications both with the customer and internally with operations for purposes of intake of the Initial Complaint and cancelling of the scheduled on site disconnection.

Delta New Orleans has reflected its proposed changes in Attachment A, hereto.

Subparts (c) (d)

Delta New Orleans appreciates that the proposed revised Chapter 158 does not mandate a form for all utilities to use for customers to initiate an Initial Complaint. However, Delta New Orleans believes it is of the utmost importance that the process for a customer to lodge an Initial Complaint is clearly prescribed by Chapter 158 and that customers have a clear understanding as to what is required to lodge an Initial Complaint with a utility provider - - particularly considering that the Initial Complaint process is a prerequisite to filing an appeal with the Council Utilities Regulatory Office ("**CURO**").

As reflected in Attachment A, Delta New Orleans has proposed several changes to eliminate ambiguity as to whether a customer is actually lodging an Initial Complaint and to ensure the issues for which the customer is lodging a complaint and want resolved are clearly

identified and memorialized. These proposed changes include requiring the complaint be in writing using a form developed by the utility (similar to how CURO is requiring a CURO-developed form to be submitted in writing) to request, at a minimum, the information required by the section.

Subparts (f) and (g)

Delta New Orleans finds proposed subparts (f) and (g) of Section 158-11, relating to Initial Complaint investigations and Initial Complaint dispositions, respectively, overly difficult to implement, duplicative of prior subparts to this section, and unnecessary. The various and rigid time frames for contacting a complainant and investigating an Initial Complaint make the process overly complex, likely costly to ratepayers to implement, and difficult to accommodate varying degrees of complexity of Initial Complaints. Further, not all complaints would require assignment of an investigator.

As reflected in Attachment A, Delta New Orleans proposes to delete subparts (f) and (g) of Section 158-11, so that the Initial Complaint investigatory process and dispute resolution process is less prescribed in Chapter 158, allows more flexible for a utility's service regulations to address different types of complaints, and is more cost-effective to implement on an ongoing basis.

Section 158-18 – Effect of appeal officer's decision

Delta New Orleans requests the first sentence of this section be deleted, which states, "The appeal officer's decision shall be binding." This statement appears to conflict with the second sentence of the section that captures the ability of the customer and utility to exercise all

rights and remedies they may have under law following the decision of an appeal officer, which would include the right the customer and the utility to appeal a decision of the Council.

Section 158-21 – Conduct and decorum

This section requires every "party, witness, attorney or other representative, and member of the public" to participate in all proceedings with proper dignity, courtesy and respect for the Council, clerk and other parties. However, even though "members of the public" must comply with the requirements of this section with respect to conduct and decorum, "members of the public" are not included in the list of stakeholders who may be penalized for violating such rules. Delta New Orleans requests "members of the public" to be included in the list of stakeholders who can be held accountable by the Council for not following rules of conduct and decorum.

Section 158-23 – *Ex-parte* communications prohibited

Delta New Orleans is concerned with the expanded *ex parte* prohibition proposed in Section 158-23, which limits any and all communications (written and verbal) between a party to a docketed proceeding and a councilmember. Such prohibition is a departure from the current ability of all stakeholders (parties and non-parties in a docketed matter) to verbally discuss utility regulatory matters with their elected officials. The current *ex parte* provision in Chapter 158 only prohibits parties to a docket from engaging in <u>*written*</u> *ex parte* communications with councilmembers regarding a matter pending before the Council.

The new *ex parte* provision is also prejudicial to those stakeholders who spend time and resources participating in a utility docket, as the broader prohibition of both written and verbal communications with councilmembers applies only to <u>*parties*</u> in a docket. Non-parties would not be prohibited from engaging in any form of *ex parte* communications with councilmembers (written or verbal) under the proposed ordinance change. As the Council is aware, it is very

common for stakeholders who are not participating as a party to a proceeding to communicate with councilmembers regarding docketed matters pending before the Council. Thus, under the proposed *ex parte* provision, a non-party would have a right of access to councilmembers that parties do not have. This is unfair to parties to a proceeding and particularly problematic for a utility such as Delta New Orleans who is automatically designated a party to utility proceedings.

Under the Council's current structure and practice, councilmembers are typically not involved in the underlying docketed proceeding. This means that a councilmember - - the ultimate decider on utility regulatory issues - - is not typically involved in reviewing testimony and discovery or attending hearings. Yet, they may want a stakeholder (party or non-party) to provide them with information on a docket. Thus, eliminating the ability of a councilmember from interacting with parties and discussing the merits of a proceeding further removes the councilmembers from the process prior to being asked to vote on a matter. Delta New Orleans submits that both stakeholders - - especially stakeholders who are parties to a matter - - and councilmembers should have the ability to meet with each other and discuss relevant information to an ongoing utility proceeding. Further, Delta New Orleans submits that information relating to a docket that is included in the administrative record of the docket (*e.g.*, information included in filed testimony or discovery) should be allowed to be shared with councilmembers, even if in writing, as such information has already been provided to the service list. Delta New Orleans has reflected such proposed changes in Attachment A, hereto.

Section 158-34 - Evidence

Section 158-34(f)

Proposed Section 158-34(f) would require a party to request oral argument prior to certification of the record, rather than prior to a final order and resolution of the Council, as

currently allowed under Chapter 158. As the hearing officer does not issue a recommendation in the proceeding, the reason for and benefit of an oral argument would be to present an issue to the Council as the regulator. Thus, parties should be allowed to present such issues through oral argument at any time prior to a final decision and such oral argument should be before the Council.

Section 158-24(h) and new (i)

Proposed subpart (h) of 158-24 proposes for reconsideration of evidentiary rulings of the hearing officer to be determined by CURO. However, Delta New Orleans submits that such decisions would more properly be before the Council as the regulator.

Delta New Orleans also questions whether this section is intended to replace a request for rehearing by the Council that is in the current Chapter 158 but not in the proposed Chapter 158. Delta New Orleans submits that a request for rehearing serves a different purpose that a request for reconsideration of an evidentiary dispute and should be maintained in the code. Delta New Orleans has included the current provision allowing for a request for rehearing by the Council as new Subpart 158-24(i).

Section 158-37 – Depositions

Delta New Orleans questions why a party should need to be granted permission to take a deposition or why a party must demonstrate that a witness' testimony is insufficient in order to receive such permission. A deposition is a form of *discovery* by party to a proceeding that is often used after all testimony is filed and when the amount of time allotted for discovery is short and a proceeding is moving towards an in person hearing. Further, both a witness and a non-witness can be deposed. Thus, the proposed provision would not only require additional steps to

be taken to seek permission for a deposition at a time when the procedural schedule is likely already tight but also would limit the taking of depositions to witnesses in a proceeding.

As reflected in Attachment A, hereto, Delta New Orleans recommends this provision be revised to indicated that depositions are an acceptable form of discovery and must follow the Louisiana Code of Civil Procedure.

Section 158-38 – Hearings

Subpart (b)(1)

Delta New Orleans proposes to make Subpart (b) of Section 158-38 consistent with the initial sentence of Section 158-38, by requiring use of a "paper hearing" process to be by agreement of the parties and not at the discretion of the Council or the hearing examiner, and has also emphasized in the initial sentence of the section that agreement of the parties in the only means by which a paper hearing would be used in place of an in person hearing. A "paper hearing" eliminates an in person hearing at which parties can cross-examine other parties' witnesses in a proceeding. Thus, elimination of such a right by leaving an in-person hearing up to the discretion of the Council or hearing examiner would deprive a party of his/her right to cross-examine a witness on pre-filed testimony. Importantly, parties are made aware of this right and obligation in Section 158-29(a)(2), which states: "All parties are subject to discovery and any testimony or evidence submitted by the party or their representative is subject to cross examination."

Thus, as reflected in the attached redline, Delta New Orleans proposes to revise new Section 158-38(b)(1) to provide that "in the event parties do not agree to a paper hearing, the hearing shall be open to the public."

Subpart (b)(4)

Proposed Section 158-38(b)(4) provides that use of transcription services for a hearing is up to the discretion of the Council. However, a hearing without transcripts provides very limited value, if any, particularly considering that the hearing is before a hearing examiner who does not provide a recommendation to the Council. To the extent parties do not waive what is typically considered a right to cross-examine another party's witness, transcripts of that cross-examination are a necessary part of a complete evidentiary record for purpose of both briefing and appeal. Thus, should an in-person hearing be held and not waived, transcription services and transcripts should not be discretionary. In addition, Delta New Orleans requests that any such transcription service include a court reporter being at the hearing and not creating transcripts based solely on a recording. Having a court reporter providing transcription services in person is necessary to help reduce errors and ensure that any technical issues are discovered in a timely manner. As show in Attachment A, Delta New Orleans has proposed changes to Section 158-38(b)(4) to reflect this.

Section 158-40 – Form and content of orders

Subpart (a) of proposed Section 158-40 appears to require a unanimous vote of the Council for an order in a utility docket, as the provision states (emphasis added):

> All orders of the council shall be in writing and adopted by the affirmative vote of ***all*** members of the council.

Requiring a unanimous vote of the Council would be a departure from the current requirement of Chapter 158 and inconsistent with the requirement of the Home Rule Charter, which require an affirmative vote of ***a majority*** of members of the Council. Delta New Orleans is not clear if its interpretation is what was intended. However, as reflected in Attachment A,

Delta New Orleans has proposed to revise this section to require an affirmative vote of a majority (and not all) members of the Council.

Section 158-42 Notice of service of filings in other forums

Consistent with Delta New Orleans comments relating to Section 158-4, Delta New Orleans believes that the obligation of this section should only be imposed on the utility subject of the Council's regulation, and that by using "owner or operator" there is ambiguity as to whether the Council is seeking to require non-regulated entities to comply. Further, the scope of the filings is very broad, such that it would require every document in a matter before another regulator to be filed with the Council. Delta New Orleans believes that to fully comply with this requirement, as currently written, would be overly burdensome to both the utility and the Council.

As reflected in the Attachment A redline, Delta New Orleans proposes to limit the requirements of this section to *applications* filed by a *utility* subject of the Council's jurisdiction.

Section 158-52 – Waiver of requirements

Delta New Orleans proposes that an additional basis for a utility to be able to request a waiver of standard filing requirements be included in Section 158-52, in the case that a utility seeks not to include information required for a filing for a reason other than its not being able to or it not being applicable to the utility. The additional basis for requesting a waiver would still be subject to the Council's approving or denying the waiver. Further, Delta New Orleans believes that the Council should have to approve or deny the request so that there is resolution of whether the waiver is granted.

Section 158-55 – Technical Filing Requirements

Delta New Orleans has proposed certain changes to the list of technical filing requirements in Section 158-55 to be consistent with certain changes it is proposing to the URM, which are discussed in the next section.

Discussion of Proposed Revisions to URM

As previously indicated, Delta New Orleans supports the creation of an URM and relocating certain provisions of current Chapter 158 in the URM, as well as using the URM to house other important utility resolutions and final orders of the Council. Some of the provisions relocated to the URM include revisions to provisions currently included in Chapter 158, such as with respect to minimum filing requirements for utility rate cases, but with changes to reporting by FERC account rather than by function, which Delta New Orleans supports.

Delta New Orleans respectfully proposes several changes to the URM that it would like to discuss further with other parties, particularly to ensure that such changes are also workable for Entergy New Orleans. These proposed changes are presented in redline format in Attachment B hereto and described below.

URM Division I

Section 1. Purpose

Delta New Orleans agrees that the Council should be able to revise the URM by resolution. However, Delta New Orleans believes that the Council should also be able to depart from the URM in a utility proceeding to the extent it determines such departure is warranted. For example, to the extent a utility's formula rate plan ("**FRP**") rate schedule requires something different from the technical filing requirements for a rate case included in the URM, and the

Council approves the FRP filing requirements and rate schedule in a resolution and final order in a separate proceeding, that subsequent resolution and final order should control. Delta New Orleans proposes to add an additional sentence to Section 1 to reflect this proposed change, and has also added a provision under Division IV, Section 1, to the same effect. Please see Attachment B hereto.

URM Division IV

Section 1. Required Content

With respect to Subpart 1.1, General Data, Delta New Orleans proposes several changes in attempt to better reflect the information that it believes is being sought for rate case applications and that would be most relevant, such as requiring filing a "rate base summary" instead of a "latest balance sheet" in Section 1.b and requiring filing of a "statement of net utility operating income" instead of "retained earnings" in Section 1(d). Further, Delta New Orleans believes that by changing 1(d) to require a statement of net operating revenues, this improves other sections throughout the URM that refer back to 1(d). In addition, Delta New Orleans proposes clarification of the requirement to provide a utility document "prepared as of the day of the latest month in which data is readily available," such that the requirement if for the filing of a document in the application "for the test period ended." Please see Attachment B hereto for Delta New Orleans' proposed redlined changes.

With respect to Subpart 1.2, Revenue-related data, Delta New Orleans proposes to delete the requirement from 1.2(b) that workpapers supporting fuel adjustment and purchased gas adjustment revenues be filed with an application for a change in rates, since fuel and purchased power revenues are reported separately in monthly and annual filings and are separate from rate applications.

With respect to Subpart 1.3, Delta New Orleans proposes to revise 1.3(k), relating to calculation of working capital, to allow use of one-eighth *or 12.5 percent* of total annual operations and maintenance expense in lieu of a lead lag study to determine a utility's cash working capital requirements. Further Delta New Orleans proposes to delete 1.3(m), as this information would already be included in the filing with Delta New Orleans proposed revisions to require a rate base summary and statement of net utility operating income.

With respect to Subpart 1.4, Delta has flowed through its proposed change in Subpart 1.1, to use "statement of net utility operating income." Further, in 1.4(d), Delta New Orleans proposes to delete the requirement to provide fuel adjustment and purchased gas adjustment data. As previously noted, such information is provided monthly and annually in separate filings outside of rate applications. For 1.4(e) (now 1.4(d)), Delta New Orleans proposes to clarify that the information in (i), (ii) and (iii) is only required to the extent the utility is requesting to include the amounts in its proposed rates. And for 1.4(f) (now 1.4(e)), Delta New Orleans changes the required information from being provided by function to by FERC account, consistent with similar changes proposed by CURO throughout the URM.

With respect to Subpart 1.6, Delta New Orleans has aligned the historical information required by this section with Delta New Orleans' proposed revisions to Section 1.1 (General Data). Further, Delta New Orleans has made provision of such data required to the extent available. For example, as a new utility, Delta New Orleans will not have five years of historical data when it files its initial rate case at the Council.

With respect to Subparts 1.8, Delta New Orleans proposes to clarify what affiliate company or parent company information should be made available to the Council, as not all affiliates may participate in cost allocation or be subject to the utility's cost allocation manual

and not all allocated costs may be included in the utility's proposed revenue requirement in a rate application. Thus, information relating to affiliates or a parent company that is not subject to a cost allocation manual and included in the utility's propose revenue requirement should not need to be provided to the Council.

Please see Attachment B, hereto, for a redline of Delta New Orleans proposed changes.

Conclusion

Delta New Orleans appreciates the opportunity to comment on the proposed revisions to Chapter 158 of the Council's Code of Ordinances. For the reasons discussed herein, Delta New Orleans respectfully requests the Council's consideration of Delta New Orleans' proposed changes as set forth in the attached redlines.

RESPECTFULLY SUBMITTED:

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon all known parties to this proceeding by hand delivery and/or electronic mail.

New Orleans, Louisiana this 17th day of October, 2025.

Carrie R. Tournillon

ATTACHMENT A

Article I. - In General

Division I. — Generally

Sec. 158-1. -Purpose. The purpose of this Chapter is to establish an efficient and uniform system by which the New Orleans city council ("council") may institute, oversee, and/or participate in any proceeding affecting the council's supervision, regulation, and control over utilities or that affect the interests of ratepayers in the city of New Orleans. For the purpose of this chapter, the term "utilities" refers to electric and natural gas service providers.

Sec. 158.2. -Amendments to this chapter. Any amendments to this chapter may be conducted pursuant to Sec. 3-114 of the Home Rule Charter.

Sec. 158-3. -Utility regulatory manual. The council shall adopt by resolution the Utility Regulatory Manual ("URM") in connection with this chapter. The purpose of the URM is to provide a single common reference document to provide detailed rules, procedures, descriptions, and specifications for filing requirements and procedures related to this chapter. A copy of the URM shall be made available on the council's website. The URM may be amended by resolution of the council.

Sec. 158-4. - Utility designated representative. Each ~~owner or operator of a~~ utility regulated by the council shall designate and maintain the designation of a natural person responsible for the performance of acts required under this chapter including notice of service in other forums. The utility shall file notice of the original designation and of any changes to the designation with the clerk of council with copy to the Council Utilities Regulatory Office ("CURO") within two business days of the designation. Such designation shall be signed by both the designee and a registered officer of the utility.

Sec. 158-5. – Successor entities. Should an entity cease to exist, responsibilities under this article shall be assumed by the entity's successor or functional successor under applicable law and/or practice.

Sec. 158-6. – Computing time. Unless otherwise stated in this chapter, the URM, or ordered by the council, the Louisiana Code of Civil Procedure shall determine the amount of time allowed or prescribed.

(a) In computing time allowed or prescribed, the period of time shall begin the day after a filing is received by the service list or the day after an instrument is adopted by the council.
(b) A holiday is any day on which city hall is closed to the public. In computing time, holidays and weekends are to be included in the computation of time, except when:
    (1) It is expressly excluded,

(2) It would otherwise be the last day of the period, or

(3) The period is less than seven (7) days.

In the event time allowed or prescribed falls on a weekend or holiday, the deadline for action shall move the next day on which city hall is open to the public.

Article II. — Customer Protections

Sec. 158-7. - Purpose. The purpose of this article is to establish a customer bill of rights which includes a process for addressing certain customer complaints filed against utilities providing utility services to in the city.

Sec. 158-8. – Bill of Rights. Among the rights that are more fully set forth in the council-approved customer service regulations governing the provision of utility services in New Orleans, customers shall have the following rights:

(a) The right to safe and reliable service in accordance with industry standards.

(b) For residential customers, the right to choose to pay a deposit, obtain a satisfactory credit score in lieu of a deposit, or otherwise demonstrate the ability to pay on a nondiscriminatory basis~~.~~ as may be provided for in the utility's Council-approved service regulations. For commercial and industrial customers, the right to choose to pay a deposit or to obtain an irrevocable bank letter of credit or surety bond from a bank or surety company acceptable to the utility.

(c) The right to earn interest on any deposit at a rate ordered from time to time by the council.

(d) For residential customers, the right to have any deposit returned after 24 months if the customer has paid its bills on time for the preceding 12 months or, at any time, if customer discontinues receiving service from the utility and does not have an outstanding balance with the utility.

(e) Upon discontinuing utility service, the right to have their deposit returned less any outstanding balance.

(f) The right to have a deposit requirement waived if an existing customer with no outstanding balance transfers service to a new location within the city.

(g) The right to have customer information, including payment history and consumption patterns, kept confidential, unless the customer provides written consent or voluntarily discloses the information to the public.

(h) The right to receive written notice from the utility at least five (5) business days prior to the disconnection of service due to nonpayment. During the five-day period, the customer may either make payment or request alternate payment arrangements to avoid disconnection.

(i) The right not to have electric and/or gas service disconnected for non-payment when:

(1) the low temperature for the day is forecast to remain below 40 degrees Fahrenheit or the following night is forecast to be 32 degrees F or lower; or

(2) the high temperature for a day is forecast to reach 100 degrees F or higher; or

(3) the National Weather Service issues an "Excessive Heat Warning" (or such other term that reflects a heat index of 105 degrees F or higher) that includes Orleans Parish. (For any day during which an excessive heat warning is issued, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day); or

(4) a storm or weather event affecting any portion of the city for which: the president of the United States issues an emergency or major disaster declaration, or declares the city as a Federal Disaster Area, or makes a similar declaration affecting the city, or the mayor of New Orleans or governor of Louisiana, declares a state of emergency for all or part of the city, issues a disaster or emergency declaration, declares a state of emergency, or makes a similar declaration for Orleans Parish. In the event a state of emergency is declared, the utility shall not resume service disconnects for nonpayment until the day after an emergency declaration expires.

Items (2) and (3) above shall only apply to electric service of a utility.

(j) The right to have a special medical designation which prohibits service from being disconnected for nonpayment for 30 days if customer is on life support or has another life-sustaining medical treatment system that requires electricity or natural gas. The customer has the right and obligation to provide each affected utility with written medical certification from a licensed physician as to the customer's condition to receive this special designation.

(k) The right not to have service disconnected on a weekend, holiday, day before a holiday, or Friday after 1:00 p.m.

(l) The right to have same-day service for reconnection provided payment is received by the utility or ~~one of its authorized pay centers before 7:00 p.m. on the day of the requested reconnection~~posted to the customer's account by an authorized pay center before 7:00 p.m. on the day of the requested reconnection and such reconnection does not require the utility's sending a truck or technician to the premises and/or the customer's providing access to the inside of the premises. To the extent a request for reconnection requires the utility's sending a truck or technician to the premises and/or the customer's providing access to the premises, the customer has the right to reconnection of service as soon as safely and reasonably possible following payment being received by the utility or posted to the customer's account by an authorized pay center.

(m) The right to have a meter that is regularly maintained and accurate. The maintenance and accuracy of a meter is the responsibility of the utility.

(n) The right to have the utility test the customer's meter as provided for in the customer service regulations.

(o) The right to be charged only for actual usage of electricity and natural gas and in accordance with rate schedules approved by the council based on an accurate metering

process consistent with prudent utility practices as defined in the customer service regulations.

(p) The right to have complaints regarding meter accuracy resolved prior to disconnection provided that the customer pays the amount currently chargeable for monthly or seasonal periods (as appropriate) at customer's level of usage for the corresponding monthly or seasonal periods during the prior year, or, in the event such usage data is not available, the average usage for the customer class for the corresponding monthly or seasonal periods while the complaint is pending under Division II, unless the customer and the utility mutually agree to an alternative payment arrangement. Any such complaint regarding meter accuracy shall be filed by 5:00 p.m. 2 business days prior to the scheduled date for disconnection for non-payment to avoid disconnection pending resolution of the complaint and must be filed pursuant to the process outline in Sec. 158-11, below, for Initial Complaints.

(q) The right not to have late fees charged on the portion of a bill that is the subject of ~~a complaint~~an Initial Complaint as provided for in the customer service regulations.

(r) The right to participate in the customer complaint and dispute resolution ~~process~~processes set forth in Division II, herein.

Division II. — Customer Complaints

Sec. 158-9. – Purpose. The purpose of this division is to set forth a procedure to address certain customer complaints regarding utility service. The process described herein is intended to be easy, inexpensive, and result in an independent, neutral assessment of whether there has been a violation of the customer bill of rights or service regulations by the utility.

Sec. 158-10. – Applicability. The customer complaint resolution process established in this division is applicable to complaints between a customer and a utility where the subject of the complaint is under the jurisdiction of the council. The subject of complaints reviewed under this article include, but are not limited to the following:

(a) violation of the council-approved customer service regulations,

(b) violation of the customer bill of rights enumerated in Sec. 158-8,

(c) inaccurately reading a customer's meter, the failure of a meter to correctly record consumption within the range of accuracy established in the customer service regulations due to mechanical damage or defect, failure to manually read customer's meter after receiving communication of that damage or defect, and failure to properly record a meter reading,

(d) misapplication of credit scoring procedures and information,

(e) failure to keep scheduled appointments with the customer or their representative, and

~~(f)~~ unauthorized release of confidential customer information, payment history, or consumption patterns~~, and~~

~~(g)~~(f) ~~unresolved property loss claim resulting from a loss of service or defect in service~~.

Please note that certain issues are more appropriately resolved in other forums, either by the council itself, judicially, or in another proceeding designed specifically for their resolution.

Sec. 158-11. - Complaint process.

(a) Summary of Customer Complaint Resolution Process. The customer complaint and dispute resolution process begins with the filing of an ~~initial complaint~~Initial Complaint with the utility. If a customer is dissatisfied with the results of the utility's investigation, the customer may request an appeal with CURO. CURO shall review appeal applications for eligibility and dismiss those ineligible pursuant to this division. All eligible appeals will be reviewed by CURO or a third-party appeal officer who will issue a final decision on the appeal.

(b) Submission of Initial Complaint. Customers must submit all ~~complaints~~Initial Complaints directly to the utility prior to filing an appeal with CURO.

(1) In the event the ~~initial complaint~~Initial Complaint involves the potential disconnection of a customer's service due to non-payment relating to allegations of meter accuracy or bill accuracy, the customer must file the ~~initial complaint~~Initial Complaint no later than ~~one (1~~5:00 p.m. two (2) business ~~day~~days prior to the scheduled date for service disconnection~~.~~ to avoid disconnection of service.

(2) If the subject of an initial complaint is the accuracy of a bill or accuracy of the customer's meter, the utility shall not disconnect the customer's service for nonpayment provided that the customer has timely filed the Initial Complaint (pursuant to Subpart (b)(1), above) and pays the average bill amount or another amount agreed to by the utility and the customer as described in Sec. 158-8.

(c) Form of Initial Complaint. ~~Although there is no specific requirement for the form of an initial complaint, a~~A customer ~~should~~must provide the utility with a detailed description of the problem and all the necessary facts giving rise to the problem. In receiving the ~~complaint~~Initial Complaint, the utility shall obtain the following information from the customer or their designee:

(1) the name of the customer and claimant and the preferred means of contact, i.e. via telephone, text message, and/or e-mail, during normal business hours,
(2) the claimant's mailing address and, if different, the service address,
(3) the account number,
(4) the date of the circumstances from which the initial complaint arose,
(5) a brief description of the circumstances surrounding the complaint,
(6) a copy of any correspondence between the claimant and the utility regarding the matter,
(7) the date on which the utility has scheduled a service disconnect, if applicable, and
(8) the relief sought.

This information shall be specifically included by the utility in any written disposition provided to the claimant at the conclusion of the ~~initial complaint~~Initial Complaint process.

(d) Method of ~~complaint~~Initial Complaint submission. A ~~claimant~~customer shall submit an ~~initial complaint~~Initial Complaint to the utility in writing to the utility's customer care center, website, or other means provided in the utility's service regulations ~~or verbal communication with a utility representative at the utility's customer care center, customer service call center, or~~using a form provided by the utility, or by other means provided in the utility's customer service regulations. The utility shall maintain a log of all customer ~~complaints~~Initial Complaints, assign a reference number to each ~~complaint~~Initial Complaint, and provide the reference number to the customer.

(e) Initial ~~complaint~~Complaint disposition and relief. The utility is required to notify the ~~claimant~~customer of the results of an investigation, an explanation for why relief was granted or denied, and how the relief amount was determined ("disposition"). Unless the claimant agrees to receive communications related to their complaint electronically, the utility shall notify the customer in writing by mail to ~~claimant's~~customer's address via certified mail. In addition to the disposition, the utility shall notify the ~~claimant~~customer of their right to appeal the utility's disposition of the ~~initial complaint~~Initial Complaint through CURO and provide a copy of the council-approved customer bill of rights.

~~(f) Initial complaint investigations~~

~~(1) Within two business days of receiving an initial complaint, the utility shall assign an investigator to review the complaint.~~

~~(2) The assigned investigator shall contact the claimant in accordance with the claimant's preferred means of contact no later than one business day after the investigator is assigned the complaint.~~

~~a. For all complaints, the investigator shall provide the claimant with a reference number for the initial complaint, the investigator's contact information, and a means by which the claimant may submit related documentation that supports the complaint. Additionally, for property loss claims, the adjuster shall provide the claimant with a proof of damage form to complete, any other forms required by the utility's service regulations, and a means by which the claimant may submit related documentation that supports the damage claim.~~

~~(3) The investigator shall attempt to contact the claimant at least twice. Each attempt shall be no less than 24 hours apart. After each unsuccessful attempt, the investigator shall provide their name, the name of the utility, a brief description of the matter, and a contact number. If the investigator is unable to reach the claimant, or the claimant does not respond within three business days of the second attempt, the utility shall provide a written communication to the claimant including the dates and method of attempted communication and the contact information to address their complaint.~~

~~(4) All complaints shall be deemed resolved if the claimant does not contact the investigator within seven (7) business days of receiving the written communication from the utility.~~

~~(5) Property loss claims resulting from loss of service or defective service. If the investigator finds the claimant is entitled to compensation, the utility may request additional routine documentation, including receipts and/or a qualified technician's report including photographs verifying inspection and identifying the scope of the damage(s). If the investigator finds the claimant is not entitled to compensation, the utility shall conduct a supervisory review of the adjuster's decision in accordance with the provisions of the customer service regulations regarding customer complaints.~~

~~(g) Complaint disposition.~~

~~a. If no site visit is required to investigate the complaint, the utility shall issue an investigation disposition within seven business days speaking with the complainant, not to exceed 12 business days from receipt of initial complaint.~~

~~b. If a site visit is required to investigate the complaint, the investigator will coordinate with the claimant to schedule a time for the site visit. The site visit should occur within 14 business days of the claimant's response to the investigator. The utility shall send the disposition to the claimant no more than ten business days after the site visit not to exceed 36 business days from receipt of initial complaint.~~

~~c. Complaint disposition and right to appeal. In the complaint disposition, the utility shall state clearly that an appeal must be filed within ten business days of the date the claimant receives the disposition of the complaint. The disposition shall include the rationale upon which the utility based its decision. The date provided on a return receipt from the United States Postal Service or a read receipt for electronic mail, shall be used as the date on which the claimant received the disposition and the date for establishing any appeal deadlines.~~

Sec. 158-12. - Appeals filed with the Council Utilities Regulatory Office.

(a) Right to appeal. A customer may appeal the outcome of an ~~initial complaint~~Initial Complaint by submitting an appeal request form electronically or in writing within ten business days of the date the claimant receives a notice of disposition. The form for filing an appeal shall be made available online via the council's website, at the council utilities regulatory office, and all customer care centers.

(b) Appeal form. The appeal request form shall include:

(1) a written acknowledgement by the customer authorizing the utility to release any confidential customer information germane to the complaint to CURO and the appeal officer ,

(2) a clear statement of the dispute and, if known, identification of the customer service regulation(s) the customer alleges the utility has violated,
(3) a simple statement of the relief sought; and
(4) any other supplemental appropriate information the customer believes is relevant to the dispute.

(c) Determination of eligibility. CURO has five business days to review the appeal request for eligibility and to assign an appeal officer to oversee the appeal.

(d) Notice of appeal. Within five business days of determining an appeal is eligible for review pursuant to this article, CURO shall advise the affected utility an eligible appeal has been submitted provide a copy to the utility's designee(s).

(e) Utility answer. Within five business days of receiving the notice of appeal, the utility shall respond to CURO with any reports produced by the utility in connection with any investigation of the complaint, a copy of the complaint disposition, its position with respect to the allegations contained in the complaint, and any grounds that exist which constitute the grounds for the immediate dismissal of the appeal.

(f) Appeal officer.
(1) Appeals shall be heard by an appeal officer who may be an employee of CURO or a designee of the council. The appeal officer shall review the appeal request and related materials and arrange for a hearing, if necessary. The appeal officer shall make a finding as to whether the utility has violated the customer service regulations, including any of the customer's enumerated rights and, if necessary, recommend an appropriate remedy.
(2) The appeal officer shall have the authority to resolve appeals through settlement on terms that are mutually agreeable to all parties. Such settlements are encouraged and can occur at any time.
(3) The appeal officer shall also have the authority to dismiss summarily, and without hearing, appeal requests that are deemed frivolous or that are otherwise ineligible for hearing as set forth in Sec. 158-16. Where eligibility for hearing is raised by the utility as an issue, the determination of whether an appeal request is eligible for hearing shall be made by the appeal officer and a decision on the eligibility for hearing shall be made and issued within five business days of CURO issuing a notice of appeal.
(4) Where appropriate, the appeal officer may request technical assistance from the council's utility advisors.

Sec. 158-13. - Timing and notice of appeal hearing. Unless otherwise ordered by the appeal officer, hearings shall be held within 30 business days of CURO receiving the appeal. The appeal officer shall notify the claimant of the date of the hearing to the customer and the utility. The notice shall state the potential consequences of any failure to appear for the hearing. Notice shall be given via the claimant's preferred method of communication as provided on the complaint form, at least five business days prior to the hearing date, unless the parties agree to a shorter period. The hearing

shall be held 9:00 a.m. to 5:00 p.m. on a business day at a location in the city or virtually, if both the claimant and utility consent.

Sec. 158-14. - Failure to attend hearing. If the claimant does not attend a hearing, the appeal officer may dismiss the complaint. If the utility fails to attend the hearing, the appeal officer may find in favor of the customer.

Sec. 158-15. – Appeal hearing procedure. Claimants may represent themselves or be represented by counsel or any other person of their choosing. A claimant and the utility shall have the right to present evidence, call witnesses, question any witness, and present written materials and a summary of their positions. The appeal officer shall have the right to question any witness. The appeal officer shall have the discretion to limit any line of questioning to the relevant issues in dispute and to set an amount of time for the utility and the claimant to summarize their positions. The formal rules of evidence shall not apply; however, the appeal officer may exclude irrelevant or unduly repetitious evidence.

Sec. 158-16. - Restriction on appeal. Grounds upon which CURO will dismiss an appeal include, but are not limited to:

(a) The customer did not initiate a complaint that follows the procedures required for ~~initial complaints~~Initial Complaints as provided for in Sec. 158-11.

(b) The customer is disputing:

(1) the terms or denial of a deferred payment agreement voluntarily offered to the customer by the utility,

(2) the customer's financial ability to pay for utility services provided by the respective utility,

(3) a council-approved rate schedule, fuel adjustment clause, or purchased gas adjustment clause,

(4) an unlawful use of service, damage to utility equipment, unauthorized sale of utility service, or related violation of law,

(5) the right of the utility to collect for undercharged costs or charges assessed for an unlawful use of service, or for damage to utility equipment,

(6) the appeal request involves customer consumption and

A. as part of the initial complaint process, the customer's meter has been tested and has been determined to be accurate or

B. the customer has refused a meter test on the basis that they, in accordance with the service regulations, may be required to bear the cost of such test if the meter is found to be accurate,

(7) the denial or termination of utility service at issue was based on a danger to public health or safety,

(8) a matter outside the jurisdiction of the council or subject to a court’s decision, or

(9) the application or amount of a security deposit, provided that the security deposit amount is in accordance with the customer service regulations.

Sec. 158-17. – Results of an appeal.

(a) Within 15 business days after the hearing or review period concludes, the appeal officer shall issue written findings which set forth whether the utility has violated the customer service regulations or the customer's enumerated rights, the basis for that conclusion, a remedy, or the terms of any settlement reached between the claimant and the utility while the appeal was under review.

(b) If a settlement is agreed to by the utility and claimant, the appeal officer shall indicate that the dispute was resolved without hearing and the claimant's right to hearing and the appeal officer's finding was waived.

(c) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the customer, the appeal officer may, for good cause stated in the finding, propose that the amount found outstanding be paid in installments, which installments over a period not to exceed 12 months.

(d) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the utility, the appeal officer may, for good cause stated in the finding, propose a credit be applied to the customer's next bill. If the credit amount exceeds the next monthly bill amount, the remainder of the credit shall be applied for the subsequent month(s) until the credit is exhausted.

~~(e) In appeals involving property loss claims in which the appeal officer determines that the utility is responsible for damage to the customer's property, the utility must reimburse the claimant for the cost to repair or replace the damaged property, or the utility must replace the damaged property. If the utility replaces the damaged property, replacement property must be of same or similar quality as approved by the customer.~~

~~(f)~~(e) Copies of the appeal officer's decision and the executed settlement agreement shall be sent to the claimant, the utility, and CURO.

Sec. 158-18. - Effect of appeal officer's decision. ~~The appeal officer's decision shall be binding.~~ Following the issuance of the appeal officer's decision, the utility and claimant may exercise any other rights or remedies they may have under the law.

Article III - Rules of Practice and Procedure for Regulatory Proceedings

Sec. 158- 19. - Purpose. The purpose of this article is to establish a system of practices and procedures to govern utility dockets and other proceedings before the council related to the regulation of utilities beyond the complaints covered by section 158-10. These rules govern the general practice and procedure for the institution, conduct, and determination of regulatory proceedings before the council. It is intended that such practices and procedures shall be construed liberally to permit the council to perform a thorough analysis of all filings and shall be construed

to promote the maximum public disclosure of all information relevant to any proceeding governed by this article. Information is subject to a valid protective order governing the disclosure of highly sensitive protected materials ("HSPM") approved by the council.

Division I—General Rules

Sec. 158-20. Administrative hearing officer.

(a) The council may appoint an administrative hearing officer to conduct all or any portion of a regulatory proceeding. The administrative hearing officer shall have full authority to make all rulings on jurisdiction or the admissibility of evidence, subject to the right of all parties to include in the record any objection to such ruling and subject to review by the council.

(b) If the administrative hearing officer becomes disabled, withdraws, is removed from employment, or from the regulatory proceeding at any time before the conclusion of the discharge of his duties, the council may appoint another such administrative hearing officer who may perform any function remaining to be performed without the necessity of repeating any proceedings theretofore had in the case. If the entire council is acting as examiner, then the presence of a quorum shall be sufficient to continue hearings into purely factual matters.

Sec. 158-21. Conduct and decorum. Every party, witness, attorney or other representative, and member of the public shall participate in all proceedings with proper dignity, courtesy and respect for the council, the clerk, and all other parties present. Disorderly conduct will not be tolerated. Attorneys and other representatives of parties shall observe and practice the standards of ethical behavior prescribed for attorneys by the Louisiana State Bar Association, the Louisiana Supreme Court, and the Code of Civil Procedure. Violation of this rule may subject any party, witness, attorney, or other representative, and member of the public to just, reasonable, and lawful disciplinary action as the council may lawfully prescribe including, but not limited to, exclusion from any proceeding.

Sec. 158-22. - Penalties for false or misleading representations. It shall be unlawful for any person to make, or cause to be made, any false or misleading representations of fact, whether intentionally or through negligence, in any filing in a regulatory proceeding under this article or in any proceeding before the council. Demonstrated violation of this section may result in a monetary penalty being assessed by the council on the offending party or parties.

Sec. 158-23. - Ex-parte communications prohibited. While a matter is the subject of a utility docket under this article, ex-parte written communications between the council and parties to the utility docket regarding any aspect of the subject utility docket are strictly prohibited. An ex-parte written communication is any ~~message or statement~~substantive information provided in writing to a councilmember ~~or staff member serving in an individual councilmember's office, transmitted~~

~~outside of an electronic communication to the docket's service list, and includes information~~ pertaining to a utility docket on which the council has not issued a final order~~.~~ when the information is not contained in or sourced from information that is part of the administrative record of the docket. Any such written ex parte communication ~~related to active utility dockets~~ must be submitted electronically to the appropriate service list or during the appropriate public meeting or technical conference to maintain transparency and fairness in the regulatory process. ~~Ex~~Written ex-parte communication by a party may result penalties as determined by the council or the administrative hearing officer including disqualification of the communication and changes to the procedural schedule to allow parties to provide comment on the prohibited communication.

Sec. 158-24. - General communications. Any comments, letters, or filings that are not part of a utility docket shall be treated as general communication, unless otherwise ordered by the council or the administrative hearing officer.

Division II – Utility Dockets

Sec. 158-25. – Establishing a utility docket. A utility docket may be established by the council via a resolution in response to a request from a utility, a third-party, a governmental department, agency, or office ("applicant"), or as an independent action taken by the council. Whenever a utility docket is instituted, the initiating resolution shall assign a number to the utility docket, which shall consist of the letters "UD" followed by the last two numerals of the year in which the proceeding is instituted, followed by a hyphen and the number indicating the place the particular matter holds in the sequence of utility dockets instituted in that particular year, e.g., UD-25-01. Further, the initiating resolution shall assign an administrative hearing officer and establish a procedural schedule with deadlines by which participants must act.

Sec. 158-26. Show cause orders and contempt in regulatory proceedings.

(a) The council, either on its own motion or upon receipt of sufficient written complaints, may, in its sound discretion, at any time after legal notice to all interested parties, cite any person operating under its jurisdiction to appear before it in a public hearing and require him or it to show cause why his or its franchise or operating authority should not be revoked, suspended or amended, or why some other action available to the council be taken, for failure to comply with any applicable statute, order or the rules, rates, regulations or general order of the council.

(b) All hearings of such proceedings shall be conducted in accordance with the provisions of this article; provided that in any proceeding wherein the public interest may be seriously and adversely affected, or service to the public discontinued, the council may issue on its own motion a restraining order for purpose of protecting the public interest until the matter may be orderly heard and a decision rendered thereon.

Sec. 158-27. - Filings.

(a) All applications, petitions, complaints, motions, protests, replies, answers, notices, and other pleadings (referred to herein collectively as "filings") relating to any proceeding pending before the council under this article, shall be transmitted electronically to the clerk of council with a cover letter as provided for by council rules with copy to the service list. All such filings shall be deemed filed only when submitted with a cover letter to the clerk and service list for the relevant utility docket in accordance with council rules.
(b) In the event a filing relates to an undocketed matter, the party should submit the filing electronically to the clerk as provided in the council's rules with copy to CURO.
(c) Filings related to undocketed regulatory matters shall be received by the council as a general communication.

Sec. 158-28. - **Archives**. The clerk shall keep electronic copies of documents filed in proceedings governed under this article filed and organized according to the docket number, if applicable, and in accordance with title 44 of Louisiana Revised Statutes, or its successor statute governing public records.

Sec. 158-29. - Service list. A service list, including all participants in a utility docket, shall be maintained by CURO. When making a filing the submitting party must provide an electronic copy to each member of the most current service list. A party requesting a change to the service list must submit the request in writing to CURO.

(a) Classification of participants.
    (1) Participants in a regulatory proceeding are subject to classification or reclassification as a party or a stakeholder by CURO, regardless of errors in a party's self-designation in their filing.
    (2) Parties. A party to a utility docket is a participant with a justiciable or administratively cognitive interest in the matter at issue in the docket. Parties may request to participate in a utility docket by submitting a motion to intervene which includes the party's interest in the docket's subject matter and otherwise meets the requirements set forth in Sec. 158-28. The following entities are parties to every utility docket unless otherwise ordered by the council:
        a. the utilities
        b. the city attorney
        c. the applicant
        d. a designee of the mayor, whose name and contact information shall be submitted electronically to CURO.

    All parties are subject to discovery and any testimony or evidence submitted by the party or their representative is subject to cross examination.
    (3) The council, as regulator, may designate legal or technical advisor(s), or otherwise necessary agent, to participate in utility dockets and to represent its interest as the utility regulatory body.

(4) Stakeholders. A stakeholder to utility docket is an entity desiring to receive information filed in the docket but does not wish to be treated as a party or does not have a justiciable or administratively cognitive interest in the matter at issue in the utility docket. As such, a stakeholder may not submit evidence or testimony nor are they subject to discovery requests. Further, a stakeholder may not view highly sensitive protected materials. A stakeholder may request to be included on the service list for a utility docket by submitting a motion to intervene which denotes that the entity wishes to participate as a stakeholder and otherwise meets the requirements set forth in Sec. 158-31.

Sec. 158-30. - Appearances personally or by representative. Any party may appear on their own or through a representative. The party's intervention shall identify the designated representative and a statement signed by the representative and the represented person or a registered agent of the represented organization.

Sec. 158-31. Form and content of filings.

(a) Classification of filings. Filings submitted to the council under this article shall be subject to appropriate re-classification, including as applications, protests, petitions, complaints, answers, prehearing orders, replies, or motions, and redesignation to the appropriate docket(s) as deemed necessary by CURO.

(b) Format. All filings in any proceeding shall, unless the council otherwise orders or permits, be double spaced, typed, and submitted electronically. Except as otherwise ordered or permitted by the council, all filings shall be formatted so as not to exceed a width of 8½ inches and a length of 14 inches and shall have inside margins not less than one inch wide. Whenever practical, all documentary exhibits shall conform to such requirements of size and margin. All filings shall contain the address and telephone number of the party submitting the document. If a party is represented by an attorney or other representative, the filing shall also include the name, business address and telephone number of such attorney or other representative. Attorneys shall also attach their state bar association number. A private or United States Post Office Box or drawer shall not constitute a sufficient address for the purposes of this section.

(c) Subject matter. The subject matter of all filings in any proceeding shall be limited to the scope of that proceeding. Any filing may be amended at any time upon motion, provided that the amendment does not broaden the scope of the subject filing.

(d) Content. All filings shall contain:

(1) a cover letter to the clerk as provided in the Council Rules,
(2) the docket number, if applicable,
(3) the name(s) of the filing party,
(4) a concise description of the ultimate facts relied upon by the filing party,
(5) a concise description of the type of relief, action or order desired by the filing party, and

(6) a copy of the most recent service list and a certificate of service on each party on the list.

(e) Incorporation by reference of council records. Any filing may adopt and incorporate any part of any document or entry in the official files and council records by clear and specific reference to the document to be incorporated. The incorporated document must be readily available for review. This provision shall not relieve any party of the necessity of alleging and providing in detail such facts as the council may deem necessary for the proper determination of a regulatory matter.

(f) Examination of filings for compliance. Upon submitting a filing to the clerk of council, as provided in Sec. 158-27, CURO shall examine the filing and determine if it complies with this article. If the filing does not comply with this article, CURO may return it to the party, with the reason(s) the filing was rejected. The party shall thereafter have the right to submit a corrected filing, provided that the time required to correct the filing does not result in the corrected filing being submitted after the deadline. If the time required to correct a filing would result in its submission after the deadline, the administrative hearing officer may determine that such delay is necessary to prevent injustice or to protect the public interest and welfare. Failure of CURO to return a filing shall not constitute a waiver by the council or any other party to object at a later time to the sufficiency of the filing.

Sec. 158-32. - Procedural schedule filing deadlines.

(a) Any filings related to an ongoing utility docket submitted after a procedural schedule deadline may be accepted or rejected subject to the discretion of the administrative hearing officer. Any filing rejected by the hearing officer shall be treated as a general communication and not included as part of the record.

(b) Unless otherwise provided, the time for submitting a filing, may be extended by order of the administrative hearing officer upon written motion duly filed with the clerk of council prior to the expiration of the applicable period of time for the filing, showing that there is good cause for such extension of time and that the need therefor is not caused by the inexcusable neglect, indifference, or lack of diligence of the party making such motion. A copy of any such motion shall be transmitted contemporaneously to all other parties of record to the proceeding and any additional recipients of service specifically designated by law.

Division III - Administrative Proceedings.

Sec. 158-33. – Discovery.

(a) Unless otherwise directed by the council or agreed to by the parties to the relevant proceeding, responses to data requests, interrogatories, requests for production of documents, or any other discovery requests ("discovery") shall be made on a rolling basis and shall be due in hand within ten (10) business days of receipt of a discovery request.

Discovery requests shall be deemed received when transmitted by the requestor during hours of operation of the clerk.

(b) Any party of record shall avail himself of any discovery method authorized by the Louisiana Code of Civil Procedure.

(c) All objections to discovery requests shall be made in writing prior to the date on which a response is due. The hearing officer shall dismiss any objection made on or after the date on which a response is due unless sustaining the objection is necessary to prevent injustice or to protect the public interest and welfare.

(d) The council may publish general instructions for the production of responses to discovery requests in the URM.

Sec. 158-34. – Evidence.

(a) Admissibility. Any evidence which would be admissible under the general statutes of the state, or under the rules of evidence governing proceedings in matters not involving a trial by jury in the courts of the state, shall be admissible. Other evidence may be admitted by the council or the hearing officer if it is at all probative and relevant provided that the substantive rights of all parties are protected. The rules of evidence shall be applied liberally in any proceeding to the end that all probative and competent relevant evidence shall be conveniently, inexpensively, and speedily heard while preserving the substantive rights of the parties to the proceeding.

(b) Testimony. In all proceedings, testimony of a witness upon direct examination shall be prepared under oath and submitted in the following manner:

(1) Accompanied by a sworn attestation.

(2) Providing the identity of the witness, including name, business or personal address, place of employment and position held, reason for appearing, educational background, professional background and qualifications.

(3) Stating the purpose of the testimony and a summary of the conclusions in the testimony.

(4) In question-and-answer form, or ~~upon written request and subject to approval by the hearing officer,~~ presented in narrative form, using clear headers, which identify sections by subject matter.

Testifying witnesses shall be subject to cross-examination and the testimony may be subject to a motion to strike in whole or in part for ruling by the hearing officer.

(c) Exhibits**.**

(1) Form. Exhibits in documentary form shall be submitted electronically and attached to a brief statement of what the exhibit purports to show. Exhibits shall be limited to factual material relevant to the issue involved in a particular proceeding.

(2) Service. All exhibits shall be provided to the service list electronically as described in Sec. 158-29.

(3) Excluded exhibits. If an exhibit has been submitted, objected to and excluded, the hearing officer shall determine whether the party offering the exhibit will withdraw the offer, and if so, permit the return of the exhibit to the party. If the excluded exhibit is not withdrawn, it shall be given an exhibit number for identification and shall be included in the record as a proffer, together with the ruling of the hearing officer for the purpose of preserving the objection.

(4) After hearing. Unless specifically directed by the council, no exhibit will be permitted to be filed in any proceeding after the conclusion of the hearing.

(d) Briefs. Briefs shall be filed only when requested or permitted by the council or by the hearing officer in a proceeding. They shall conform, as near as possible, to the rules herein provided for form. The points involved shall be concisely stated, the evidence in support of each point shall be briefly summarized, and the argument and authorities shall be organized and directed to each point in a concise and logical manner. To the greatest extent possible, the general format and content of each brief shall be arranged and shall include such elements as are required by the Rules of the Louisiana Supreme Court.

(e) Offer of proof**.** If evidence is excluded by the administrative hearing officer, the party offering such evidence may be permitted to make an offer of proof by dictating or submitting in writing the substance of the proposed evidence prior to the conclusion of the hearing. Such offer of proof shall be sufficient to preserve the point for review by the council or on appeal. The administrative hearing officer may ask such questions of the party offering the evidence as is necessary to determine that the evidence is as represented in the offer of proof. An alleged error in sustaining an objection to questions asked on cross-examination may be preserved without making an offer of proof.

(f) Oral argument**.** Any party may request oral argument at any time prior to ~~the certification~~consideration of ~~the administrative record~~a proposed final order and resolution by the council, but oral argument shall be allowed only in the sound discretion of the ~~administrative hearing officer~~council or upon the agreement of the parties. A request for oral argument shall be submitted to the service list as described in section 158-26.

(g) Orders. All rulings and/or orders made by the administrative hearing officer shall be made in writing and dated and signed by the hearing officer. All such rulings and orders shall be distributed to the service list and made a part of the administrative record.

(h) Reconsideration**.** In the event a hearing officer denies the admission of evidence, the offering party may request reconsideration. ~~CURO~~The council will evaluate the request for reconsideration, the evidence, and the hearing officer's reasons for the rejection. If ~~CURO~~the council finds substantial error of procedure, the evidence shall be deemed admissible subject to ~~objects~~objections stated for the record.

(i) Rehearing. Where the council concludes that substantial errors of procedure or the exclusion of evidence or any other substantial factors have so affected the record as to render it impracticable to determine the case justly and fairly upon the record, it may order a hearing on its own motion; it may also order a rehearing on motion of any party provided

said motion is received within ten days of the mailing of the order, rule, or other action complained of. The granting of a motion or setting of a matter for rehearing shall suspend the operation of the rule or order in question unless otherwise provided by the council. Otherwise, the rule or order complained of shall be suspended with the filing of an appropriate motion to rehear until the motion to rehear is denied; provided that, any order or rule of the council which specifically sets a date for the effectiveness of such shall not be suspended by the filing of a motion to rehear. Where no motion to rehear is timely filed, orders shall become effective ten days after issuance or at such other time as the council may therein decree.

Sec. 158-35. - Confidential materials. ~~The council~~ The council or an administrative hearing examiner, who may be appointed by the council, may adopt and from time to time modify protective orders relative to information that is deemed confidential and/or highly sensitive protected material ("HSPM"). The HSPM designation shall be the only confidential designation utilized in any proceeding unless the party requesting multiple designations can show good cause to either the council or the administrative hearing officer.

Sec. 158-36. - Technical conference. In the discretion of the council or the administrative hearing officer, the procedural schedule for a utility docket may include or be amended to include one or more technical conferences. A technical conference is a meeting of the parties to clarify and address the issues included within the scope of the docket. The agenda for a technical conference, including the order of presentations and the time allocated to each matter, shall be determined by CURO. The agenda shall be circulated to the service list no less than 48 hours prior to the technical conference. Materials presented and statements made during a technical conference are illustrative and shall not be included as part of either the evidentiary or administrative records of a docket unless expressly ordered by the council or the hearing officer.

Sec. 158-37. - Depositions. The taking of depositions in any proceeding shall be permitted ~~or directed by the council or the hearing officer provided that the party requesting the deposition can present a sufficient reason as to why the witness's written testimony is not sufficient~~as an acceptable form of discovery. Depositions shall be governed by the Louisiana Code of Civil Procedure.

Sec. 158-38. - Hearings. Whenever possible, and only upon agreement of the parties, hearings as part of a utility docket or regulatory proceeding governed by this chapter shall occur as an exchange of documents ("paper hearing") rather than in-person.

(a) Prehearing conference. In any regulatory proceeding, the council or the administrative hearing officer may direct parties to meet prior to a scheduled hearing for the purpose of formulating issues and considering:

(1) how to simplify issues,

(2) the possibility of making any admissions or stipulations regarding matters of public record to avoid the unnecessary introduction of proof,
(3) hearing procedures,
(4) limiting the number of witnesses,
(5) time limits for presentations, and
(6) other matters to simplify the proceedings.

The decisions made by the parties during a prehearing conference shall be reduced to writings and circulated to all parties. Once all parties agree the document reflects the agreement of the parties, the agreement should be presented to the administrative hearing officer.

(b) Place and nature of hearings.

(1) Open to the public. In the event the ~~council or the administrative~~parties do not agree to a paper hearing~~ officer determine that an~~ , the in~~-~~ person hearing ~~is necessary as part of a utility docket or regulatory proceeding governed by this chapter, the hearing~~ shall be open to the public. The hearing shall be held in the council chamber unless the council permits the hearing be held in another location. If the hearing is not held in the council chamber, the space designated should be accessible to the public.

(2) Recorded. Whenever possible, hearings shall be broadcast on television and made available to stream live online. In the event a hearing cannot be broadcast live or live streamed, CURO shall make every effort to record the hearing and made available for rebroadcast and streaming within 72 hours of the hearing.

(3) Notice. Hearings shall be noticed as a public meeting as described in state law governing open meetings.

(4) Reporters and transcripts. ~~In the event the council determines a transcript is necessary, the council may employ transcription services. The transcribing entity will be permitted to create a transcript from a recording of the proceeding if a court reporter or stenographer did not attend the hearing~~In person hearings shall be transcribed by a court reporter. The court reporter shall be arranged by the clerk of council, unless the utility provides a third-party court reporter.

(c) Order of procedure. At the start of a hearing the hearing officer shall direct all parties to enter their appearances on the record. The council or administrative hearing officer shall determine at what stage intervenors shall be permitted to offer evidence.

Sec. 158-39. – Evidentiary and administrative records. At the conclusion of every procedural schedule for a utility docket the hearing officer shall certify an evidentiary record and an administrative record of the proceeding. The evidentiary record shall consist of all filings accepted, including but not limited to, all testimony and evidence provided, and shall serve as the basis upon which the council issues any order in the docket proceedings. The administrative record shall

consist of all other filings accepted by the hearing officer that do not form a part of the evidence presented. Public comment provided during a meeting of the council shall not be included as part of the administrative record unless expressly stated in the procedural schedule.

Sec. 158-40. Form and content of orders.

(a) All orders of the council shall be in writing and adopted by ~~the~~an affirmative vote of ~~all~~ a majority of members of the council.
(b) After an order has been passed, certified copies shall be distributed to the service list as soon as possible.
(c) The dispositions may be incorporated either in the body of the order or by reference to the official record.
(d) All orders shall go into effect upon adoption by the council unless otherwise stated.

Sec. 158-41. Agreements to be in writing. No stipulation or agreement between the parties regarding any matter involved in any proceeding before the council under this article, shall be enforced unless it shall have been reduced to writing and signed by the parties or the representatives authorized hereunder to appear for them and approved by the council.

Sec. 158-42. Notice of service of filings in other forums. Whenever ~~the owner or operator of a public~~a utility regulated by the council files~~, or participates in the preparation of a document, report, or causes a document, report, or~~ an application ~~to be filed~~ with a state public service or public utility commission, the Federal Energy Regulatory Commission ("FERC"), the Securities and Exchange Commission of the United States, the Nuclear Regulatory Commission of the United States or any other body, which regulates in whole or part the utility or utility-related activities and operations of utilities, or which regulates in whole or part companies which own or operate such utilities, the ~~owner or operator or such public~~ utility shall, within one day of filing such ~~document, report, or~~ application, electronically submit a copy of such application filing and written notice to the clerk with copy to CURO and the council's utility advisors.

Division IV—Applications for a Change of Rates, Tariffs, or Services.

Subdivision I- In General

Sec. 158-43. - Purpose. Rate cases are proceedings used to address the costs of operating and maintaining a utility system, the allocation of those costs among customer classes, and the recovery of the allocated costs through changes in tariffs and/or rates.

Sec. 158-44. – Applicability. The standard filing requirements shall apply to all utilities under the supervision, regulation and control of the council and to all applications made by them.

Sec. 158-45. - Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affiliate(s) means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a utility. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing five percent or more of the aggregate number of the issued and outstanding voting securities of any domestic public utility.

Cost allocation manual means the manual that sets out a utility's costs allocation policies and related procedures and provides an accurate account of the methods used to allocate the utility's investments and expenses, and non-retail sales revenues that flow between the utility ~~and its affiliate(s).~~. .

Cost of service means the total cost of providing service to jurisdictional customers, defined by customer class, as determined by a cost-of-service study which allocates the utility's total costs, representing the utility's revenue requirement, to customer classes.

Effective date means the date on which a rate application filed pursuant to this article is proposed to become effective as an approved rate schedule.

Formula rate plan means a procedure by which rate schedules for a utility may be periodically adjusted based on an established evaluation of the utility's current revenue requirement relative to current revenues.

Gross revenue conversion factor means the factor which, when multiplied times a dollar of operating income, yields the amount of revenue needed to produce that dollar of income after allowing for state and federal income tax and revenue tax.

Period I means the most recent 12 consecutive months, or the most recent calendar year, for which actual data is available, the last day of which is no more than nine months prior to the date of the filing of the application.

Period II means the 12 consecutive months immediately following the end of Period I.

Pro-forma adjustments means adjustments made to identify and illustrate the impact of known and measurable changes made to Period I and Period II based upon actual data during the year.

Projections means estimated results of operations based only upon known facts or reasonable assumptions that can be quantified concerning future events.

Rate schedule means a schedule of rates and conditions for a specific classification or for other specific service.

Rate Case means a proceeding related to a change in electric and gas rates, new services, and new rate schedules applicable to electric and gas service.

Tax expansion factor means the value that when multiplied by a specified value for operating income, yields the tax expense correlated to the revenue needed to produce that dollar of operating income.

Test period means a 12-month period consisting of Period I or Period II used to demonstrate the need for additional revenue and to evaluate the effects of the proposed change in rates.

Uniform system of accounts means the uniform system of accounts as promulgated by the FERC as of the date the filing is served.

Working capital means an allowance for cash, materials and supplies, fuel stock, and prepayments.

Sec. 158-46. - Filing of application to change rates or services.

(a) The filing requirements established in this division shall govern application to change rates or services (“applications”).

(b) A utility may request to change rates or service by submitting its application electronically to the clerk of council with copy to CURO and in accordance with filing requirements under this article. The application shall include a summary of the utility’s requested change to rates or services, including potential bill impacts for typical usage customers in each rate class.

(c) All statements, schedules, spreadsheets, and working papers included in the filing and used in support of the application(s), or contained in discovery responses, shall be provided in an operable electronic format, i.e. models and spreadsheets are to be provided with formulae intact and source data included. To the extent electronic data is provided in PDF format, the PDF shall not contain any security settings that limit the usability or the extraction of data.

(d) Electronic data shall include any work sheets linked to the calculations or any data utilized in the performance of the calculations. The related and relevant data must be provided in a format usable by the council.

(e) All information required by these standard filing requirements, or any other applicable law, ordinance, or order and/or rule of the council shall be included in and/or attached to the application at the time it is filed and served. The fact that any information or data is required by this article shall not be construed as a statement of or evidence of regulatory policy or as an endorsement of any concept, principle, methodology, or allowance, hitherto, presently, or in the future employed or proposed to be employed in this or any other jurisdiction in the calculation of rate base, rate of return, revenue requirements, rate design, or any other aspect of regulation of rates and services.

(f) An application for a waiver under Sec. 158-52 shall be included with any application for a change in rates.

(g) Acceptance of applications.

(1) Deficient applications. Where deficiencies are noted by the council, its designees, or CURO the filing shall be deemed as accepted on the dates that such deficiencies are cured and approved by the council or when the council has granted a waiver to the standard filing requirements. When filing deficiencies have been noted by the council, its designees, or CURO, and the utility has corrected the deficiencies, the council, its designees, or CURO shall notify the utility at the earliest practicable date that the filing has been accepted.

(2) Accepted applications. Where no deficiency is noted by the council, its advisors, or CURO, within 14 days of the date the filing is served, the filing shall automatically be deemed as accepted beginning on the 15th day following such date.

Sec. 158-47. - Council review of applications. Upon acceptance, the council shall have 12 months in which to review the filing and to render a determination as to the proper rates to be charged by the utility. If the council has not made this determination by 12 months plus one day after the date of acceptance, the rates as submitted by the utility in the accepted filing shall become effective subject to refund. During the period when the rates are being collected subject to refund, the utility shall keep an accurate account of all amounts received under the increased rates, including:

(a) the monthly billing determinants of gas, heat, electricity, and power sold and delivered to each purchaser; and

(b) the amount of revenue collected from each customer class that is in excess of the amount that would have been collected using the rates in effect immediately prior.

If, after the utility has implemented rate relief, the council determines that the utility is entitled to a different amount of relief, the utility shall compute the amount of revenue to be refunded or collected and shall present to the council within 60 days of such council determination a plan to make the customers and the utility whole. The council shall then authorize refunds or surcharges or both so that the level of revenue collected equals that determined by the council to be appropriate. Interest on the revenue to be refunded shall be charged at an average prime rate for each calendar quarter. The applicable average prime rate for each calendar quarter shall be the arithmetic mean, to the nearest 0.01 percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's Selected Interest Rates (Statistical Release G. 13), for the fourth, third, and second months preceding the first month of the calendar quarter. Interest shall be compounded quarterly. The costs of effecting the refunds shall not be deducted from the amounts refunded.

Subdivision II - Technical Procedure and Requirements

Sec. 158-48. - Filing standards. All applications filed pursuant to this article shall provide the information necessary to permit a thorough analysis of the utility's application. If the utility believes that additional information is necessary to support its application or is proposing a position that requires a departure from the basic exhibits, the utility shall provide supplemental information as considered necessary. Each utility shall provide the required information on appropriate schedules and provide an index and references to these schedules. Any additional exhibits submitted by the utility shall be clearly identified and filed within the appropriate section as hereinafter established.

Sec. 158-49. - Supplemental information. In addition to the information required by the filing requirements described in Subdivision I, the council has the authority to require supplemental information necessary to fulfill and/or satisfy the purposes of this Article II, as previously set forth. If any supplemental information requests are considered necessary, the utility shall respond to such requests within 30 days after receiving such a written request, or within such additional period as the council, for good cause shown, may allow. Unless otherwise ordered by the council, the filing of supplemental information shall comply with the requirements of Sec. 158-48.

Sec. 158-50. - Work papers. A utility shall submit all work papers related to data which support the test period. The utility shall provide a full explanation of the bases for all adjustments. Upon request by the council’s utility advisors or CURO, the utility shall provide a full explanation for any estimates and, if such adjustments or estimates are based on a regularly prepared corporate budget, shall include relevant excerpts from such budget. Where applicable, work papers and documents containing additional explanatory material shall be cut or folded to letter size, shall be assigned page numbers, and shall be marked, organized and indexed according to subject matter,

the cost-of-service statements to which they apply, and the witness sponsoring the statement. Said work papers shall be submitted in an electronic format in accordance with the requirements of Sec. 158-48.

Sec. 158-51. - Uniform system of accounts. Where applicable, exhibits, schedules and work papers shall be prepared in accordance with the uniform system of accounts as prescribed by the federal regulatory agency responsible for that type of utility. In the case of electric and gas utilities, the uniform system of accounts used shall be that prescribed by the FERC, or its functional successor in the United States Government, except as otherwise specifically permitted or requested by the council, the council's utility advisors, or CURO.

Sec. 158-52. - Waiver of requirements.

(a) If any information required by these standard filing requirements cannot be provided or is not applicable to a particular utility or is otherwise believed not warranted or helpful for a filing, such utility shall submit electronically to the clerk of council, with a copy to CURO, a written application for a waiver of the requirement(s) with which it cannot comply or which is not applicable, at the time of filing the application. The waiver shall include specific reasons for the ~~inapplicability~~exclusion of such information, or the inability of the utility to provide this information and shall be filed in accordance with the requirements of Sec. 158-48.

(b) The council ~~may~~shall approve or deny the request for waiver by resolution. If the council denies the request, the utility shall file the information, which is the subject of the denied waiver request, to the clerk with a copy to CURO within 15 days unless the council designates a longer time.

(c) If the utility fails to cure the deficiency, which was the subject of a denied waiver application, in the period allowed the application shall be deemed rejected.

Sec. 158-53. - Suspension of filing requirements. In its sound discretion the council may suspend the operation of any provisions of this article or modify them instanter to the extent authorized by law, or after such proceedings and upon such conditions as it finds to be just and practicable, provided that any such suspension and modification shall be consistent with provisions of the home rule charter of the city.

Sec. 158-54. - Public notice.

(a) When a utility files an application for a change of rates or service, the clerk of council shall publish the summary provided with the application in the official journal. The utility shall pay the cost of publication.

(b) The utility shall make the application available on the utility's website.

(c) The provisions of this section are mandatory. Nonetheless, compliance with the provisions of this section by a utility shall not be deemed a procedural prerequisite to the consideration or final disposition of any application filed under this article. No deficiency in the language

of any cover sheet, advertisement or summary required by this section shall create a right in favor of any person to delay the progress of any proceeding initiated by an application filed under this article, nor shall any such deficiency create a basis for the invalidation or setting aside of any order issued by the council in order to dispose of the proceeding.

Sec. 158-55. - Technical filing requirements. Each application for a change in rates or service under this division shall satisfy the requirements enumerated in this section. Specifications for these requirements can be found in the URM available on the council's website.

(a) General utility data:
  (1) Charter or other business organization document.
  (2) Most recent balance sheet.
  (3) Utility property.
  (4) ~~Retained earnings analysis.~~Statement of net utility operating income.
  (5) Construction program statement.
(b) Revenue related data.
(c) Rate-base related data.
(d) Income statement data.
(e) Data related to the cost of capital.
(f) Financial statements and statistical data.
(g) Data related to cost of service.
(h) ~~Allocation~~Affiliate cost allocation manual ("CAM")
~~(h)~~(i) Schedule of affiliate costs for affiliate subject to the CAM.

Subdivision III- Formula Rate Plans.

Sec. 158-55. - Purpose. The formula rate plan ("FRP") is an intermediary mechanism by which the utility can implement rate adjustments more frequently under council review based on a predetermined formula during the period between utility rate change application filings.

Sec. 158-56. –Formula rate plans.
As part of a general rate case, the council may approve a request from a utility to implement a FRP in connection with setting new rates for the requesting utility**.** Subject to the council's approval, a procedure to conduct the FRP shall be included in the utility's electric or gas formula rate plan rider schedule as applicable.

(a) Procedural schedule. The procedural schedule governing proceedings related to formula rate plans, including deadlines for filing the evaluation report and proposed rate adjustments and for the review period, shall be determined as part of the rate case and included in the utility's electric or gas formula rate plan rider schedule approved by the council.

(b) Procedural schedule amendment. When applicable and for good cause shown and as required by the circumstances of the proceedings, the council or an administrative hearing officer may change or amend the dates established in the schedule set.
(c) Deficiencies in applications. In the event of one or more disputes regarding deficiencies in an evaluation report, the dispute may be referred to a hearing officer for an administrative hearing and a subsequent decision by the council.

Division V – Generation Resource Programs

Sec. 158-57. – Integrated resource plan. The integrated resource plan ("IRP") is a triennial process that assesses the energy resources available to meet the electric service needs of the city of New Orleans and ensures that changes in customer demands and environmental conditions are addressed effectively and presented in a final IRP report filed by the utility. The goal of the IRP is to identify the optimal set of resources to meet the current and future electric service needs of the city, at the lowest total cost to customers and utility, in a manner consistent with the public interest and the council's energy policy goals. The expected combination of costs, reliability, risks, and uncertainty are all considered in this process.

(a) Procedural Overview. The minimum procedural schedule requirements for an IRP shall be as follows:
    (1) Initiating resolution. The council adopts an initiating resolution outlining the IRP process, intervenor and public participation, policy objectives, procedural schedule, and any other matters deemed necessary by the council. The IRP process shall include an opportunity for intervenors to participate in the concurrent development of inputs and assumptions for the major components of the IRP in collaboration with the utility within the confines of the IRP timeline and procedural schedule.
    (2) Public Meetings. CURO shall schedule at least three (3) public engagement meetings. The meetings will be advertised at least thirty (30) days prior to the public technical conferences. A description of the meetings to be scheduled are as follows:
        A. Public meeting 1: An initial meeting that describes the IRP process including the purpose of the IRP and procedural timelines.
        B. Public meeting 2: The utility presents its IRP as filed.
        C. Public meeting 3: Dedicated to public comment on the utility's IRP report.
    (3) Technical Meetings. CURO shall schedule at least four (4) technical meetings in which parties will be able to discuss the major IRP components, including present inputs and assumptions, provide comments, and attempt to reach consensus.

(4) Additional information related to this Division is contained in the IRP rules section of the URM.

(a) Policy objectives for IRP consideration. In addition to the analysis components described above, the IRP incorporates policy objectives as determined by the council including, but not limited to:

(1) The renewable and clean portfolio standard ("RCPS") program. To pursue reductions to carbon emissions, improve the health and quality of life of the citizens of New Orleans, and to reduce the city's impact on climate change, compliance with the council's RCPS should be incorporated into the planning strategy reflecting known utility regulatory policy goals of the council.

(2) Energy Smart Program kW and kWh reduction goals. Upon the conclusion of the utility's IRP report filing, the utility should include, for evaluation by CURO, council advisors, and intervenors, Energy Smart Program goals of increasing the projected annual kWh savings at a rate equal to a percentage of kWh sales and reducing the utility system peak load.

(3) Transmission and distribution planning. Transmission and distribution planning should be more fully integrated into the IRP process to ensure that transmission and distribution solutions be considered as alternatives to supply-side and demand-side resources are evaluated, and that any reliability concerns and customer-owned distributed energy resources are addressed.

(4) Optimization software. To ensure that demand-side resources are compared equally with supply-side resources in all IRPs, all supply-side and demand-side resource alternatives should be made available to the utility's select optimization engine concurrently such that the optimization software can choose an optimal combination of resources.

Sec. 158-58. Renewable and Clean Portfolio Standard. The goal of the renewable and clean portfolio standard ("RCPS") as established by the council requires the electric utility to reach "net-zero" emissions in its generation facilities in 2040 and to eliminate the use of all carbon-emitting generation resources by 2050. In addition, RCPS seeks to ensure that the city has a safe and reliable power supply at a reasonable cost while retaining as much flexibility as possible to employ a wide range of currently known and yet to be developed zero carbon-emissions energy technologies.

(a) Periodic review. The council's RCPS rules and procedures are set forth more fully in the URM and are formulated to ensure that the RCPS continues to meet the council's review process in the RCPS rules at least every five years. Such review shall consider a wide array of relevant factors, including, but not limited to:

(1) Progress made toward ultimate and interim goals.

(2) Developments in climate science.

(3) Impacts on customers.

(4) Technological developments, market developments, and progress on actual emissions reductions of the utility's portfolio.

At the conclusion of each such review, the council will decide whether the RCPS remains appropriate for the city or whether it requires modification. Any modification may be made by resolution by the council revising, changing, or updating the RCPS rules to implement the findings and conclusions of the council's periodic review.

Sec. 158-59. Community Solar Program.

(a) Overview. The council's community solar program ("CSP") provide the method by which subscribing customers may utilize large-scale solar facilities to offset their energy usage. The rules governing CSP are detailed in the URM.

(b) Policy objectives and enforcement. The CSP is intended to increase subscriber credits and the growth of community solar generation facilities to their approved limit while providing protection for ratepayers from undue burden while considering the stated benefits and costs of community solar.

Division VI—Mergers, Sales, and Acquisitions

Sec. 158-60. -In general. In addition to the rules of practice and procedure for regulatory proceedings set forth in this article, the procedures set out in this division shall apply to proceedings initiated in connection with mergers, sales, and acquisitions of utilities regulated by the council.

Sec. 158-61. - Procedural overview. Each merger, sale, and acquisition shall commence with an initiating resolution establishing the procedural schedule, policy objectives, and any other matters deemed necessary by the council.

Sec. 158-62. - Minimum filing requirements. In determining whether a merger, sale, or acquisition is in the best interest of the ratepayers, the council will review the following and decide based on a set of enumerated factors. As such, in addition to the requirements set forth above in Article II, a utility requesting approval of a merger, sale, or acquisition, shall address each of the elements listed below in its request:

(a) whether the transfer is in the public interest;
(b) whether the purchaser is ready, willing, and able to continue providing safe, reliable, and adequate service to the utility's ratepayers;
(c) whether the transfer will maintain or improve the financial condition of the resulting utility;
(d) whether the proposed transfer will maintain or improve the quality of service to utility ratepayers;
(e) whether the transfer will provide net benefits to ratepayers in both the short and long term as well as provide a ratemaking method that will ensure — to the fullest extent possible — that the ratepayers will receive the forecasted short and long term benefit;
(f) whether the transfer will adversely affect competition;

(g) whether the transfer will maintain or improve the management of the resulting utility doing business in the city;
(h) whether the transfer will be fair and reasonable to the affected utility employees;
(i) whether the transfer would be fair and reasonable to the majority of all affected utility shareholders;
(j) whether the transfer will be beneficial on an overall basis to city and local economies and to the communities in the area served by the utility ;
(k) whether the transfer will preserve the jurisdiction of the council and the ability of the council to effectively regulate and audit the utility's operations in the city;
(l) whether conditions are necessary to prevent adverse consequences which may result from the transfer;
(m) the history of compliance or noncompliance that the proposed acquiring entity or principals or affiliates have had with regulatory authorities in this city or other jurisdictions;
(n) whether the acquiring entity, persons, or corporations have the financial ability to operate the utility system and maintain or upgrade the quality of the physical system;
(o) whether any repairs and/or improvements are required and the ability of the acquiring entity to make those repairs and/or improvements;
(p) the ability of the acquiring entity to obtain all necessary health, safety and other permits;
(q) the manner of financing the transfer and any impact that may have on encumbering the assets of the entity and the potential impact on rates; and
(r) whether there are any conditions which should be attached to the proposed acquisition.

The Council
of the
City of New Orleans

Utility Regulatory Manual

Version ____
Adopted by Resolution No. R-25- ____
Current as of _____, 2025

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URM Division I. New Orleans City Council Utility Regulatory Manual ("URM").

Section 1. Purpose.

This Utility Regulatory Manual ("URM") was adopted by Council Resolution No. 25- ,as authorized by Chapter 158 of the Code of the City of New Orleans. The purpose of the URM is to provide a single common reference document to provide detailed rules, procedures, descriptions, and specifications for filing requirements, practice, and procedures related to Chapter 158. A copy of the URM shall be made available on the council's website. The URM may be amended by resolution of the council. Further, to the extent a council-approved rate schedule and/or resolution and final order of the council in a utility proceeding that is issued subsequent to adoption of a URM conflicts with the URM, the Council-approved rate schedule and/or resolution and final in that subsequent proceeding shall control.

Section 2. Applicability.

The URM contains procedural and technical requirements related to electricity and gas filings and regulatory proceedings governed in Chapter 158, including, but not limited to:

1- General filing procedures.
2- Council approved customer service regulations.
3- Rate change application technical requirements.
4- Formula rate plan ("FRP") rules.
5- Integrated resource plan ("IRP") rules.
6- Renewable clean energy portfolio standards ("RCPS") rules.
7- Community solar rules and program ("CSRP") rules.
8- Protective orders.
9- Net Energy Metering Rules.
10- RFP Rules for Generation Acquisitions

Section 3. Citation.

The provisions of this manual shall be cited in the following format:

CCNO Utility Resource Manual [Division #].[Section #].[subsection #](version date).

Section 4. Definitions.

The terms used in this URM have the same meanings ascribed to them in Section 158-45 of the Code of the City of New Orleans, except when a different meaning is expressly stated or clearly indicated by the context or as stated in a specific rule.

URM Division II. Customer service regulations ("Service Regulations").

Section 1. General

(a) Each electric or gas utility regulated by the council shall submit for approval a comprehensive set of customer service regulations that detail matters related to service installation and maintenance of service, customer rights and responsibilities, billing and payment matters, special medical/critical customer protections, customer deposits, disconnection procedures and protections and other matters related to the utility-customer relationship.

(b) Each utility is required to post a copy of the Service Regulations on its website and/or other media platforms in an obvious and easy-to-access location for customers.

(c) Service Regulations may be modified at the direction of, or with the approval of, the council. The utility is required to assure that all modifications are reflected in the publicly available versions of the Service Regulations.

URM Division III. Regulatory procedures and filing requirements.

Section 1. General

(a) In addition to the provisions of Chapter 158 of the Code of the City of New Orleans, and this URM, utility related matters are also governed by the Rules and Regulations of the Council of the City of New Orleans (Amended and Restated May 22, 2025) ("Council Rules"). Parties should make themselves familiar with the Council Rules with particular attention to Rule 46: Electronic Submissions, Rule 47: Public Comment, Rule 48: Disturbances in Council Chambers, Rule 49: Candor to the Council, and Rule 52: Standards for Electronic Coverage.

(b) Whenever a matter is not covered in Chapter 158 or this URM, or ordered by the council, council utility docket proceedings shall be governed by the Louisiana Code of Civil Procedure and the Louisiana Code of Evidence.

(c) Computing time. Unless otherwise stated in Chapter 158, this URM, or ordered by the council, the Louisiana Code of Civil Procedure shall determine the amount of time allowed or prescribed.

(d) Electronic submissions. In accordance with the Council Rules and Regulations ("Council Rules") Rule 46.A, except as otherwise expressly provided by law or the Council Rules, any communication or other submission to the Clerk of Council may be made electronically by emailing the submission to the Clerk of Council at clerkofcouncil@nola.gov. In any docketed matter, electronic submissions shall be sent to other parties to the docket by emailing the document to the email address included on the service list for that party**.**

Section 2. Required content of filings.

(a) All filings submitted to the council pursuant to Chapter 158 and this URM shall include the following:

(1) a cover letter to the clerk as provided in the Council Rules,

(2) the docket number, if applicable,

(3) the name(s) of the filing party,

(4) a concise description of the ultimate facts relied upon by the filing party,

(5) a concise description of the type of relief, action or order desired by the filing party, and

(6) a certificate of service on each party on the most recent service list.

(b) Every filing of a party represented by an attorney shall be signed by at least one attorney of record, whose physical address and email address for service of process shall be stated. A party who is not represented by an attorney shall sign the pleading and provide a physical address and email address, if the party has an email address, for service of process. If mail is not received at the physical address for service of process, a designated mailing address shall also be provided. A party or attorney may sign a pleading by electronic signature.

(c) Interventions. Any party in interest may appear in any proceeding before the council under this article. All appearances shall be subject to a motion to strike upon a showing that the party has no justiciable or administratively cognizable interest in the proceeding. In addition to the requirements of paragraph (a), all motions to intervene must include:

(1) A statement of the interest of the party in the proceeding.

(2) The name, address, email address and telephone number of the individuals to be placed on the service list as representatives of the party.

(3) Where the party is appearing through a representative the party must identify the representative and include a statement signed by the representative and the party or a registered agent of the party.

Section 3. Required format of filings.

Format. All filings in any proceeding shall, unless the council otherwise orders or permits, be double spaced, typed, and submitted electronically. Except as otherwise ordered or permitted by the council, all filings shall be formatted so as not to exceed a width of 8-1/2 inches and a length of 14 inches and shall have inside margins not less than one inch wide. Pages should be numbered. Whenever practical, all documentary exhibits shall conform to such requirements of size and margin. All filings shall contain the address and telephone number of the party submitting the document. If a party is represented by an attorney or other representative, the filing shall also include the name, business address and telephone number of such attorney or other representative. Attorneys shall also attach their state bar association number. A private or United States Post Office Box or drawer shall not constitute a sufficient address for the purposes of this section.

Section 4. Discovery instructions.

(a) Parties to proceedings under this division are entitled to issue discovery requests as provided below:

1. Data requests, interrogatories, and requests for production of documents or any other discovery requests (collectively "Requests" or individually "Request") call for all information, including information contained in documents, which is known or available to the responders(s) in the proceeding.

2. Where a Request has a number of separate parts, subparts, or aspects, a complete response is required to each part or aspect. The response should separately address each part or subpart by its individual designation, e.g., CNO 3-1) (A), (CNO 3-1) (B), etc. Any objection to a part, subpart, or aspect of a Request should clearly indicate the part, subpart, or aspect to which it is directed.

3. If a Request specifically seeks an answer in response that is not contained in a referenced document, an answer is required.

4. The person who prepares and is responsible for providing the response on behalf of the responding party should be identified on the response ("Responder").

5. If a Request can be answered in whole or in part by reference to the response to another Request served in the proceeding, it is sufficient to so indicate by specifying the other response or part or aspect thereof which is responsive to the instant Request and by specifying whether the response to the other request is a full or partial response to the instant Request. If the response to the other Request constitutes a partial response, the balance of the instant Request must be answered.

6. If a Request cannot be answered in full after exercise of due diligence to secure the information requested, Responder shall state the answer to the extent possible, state why the Request cannot be answered in full, and state what information or knowledge you is available concerning the unanswered portions.

7. If, in answering any of these Requests, Responder maintains that a Request or instruction applicable thereto is ambiguous, Responder shall set forth the language that is considered ambiguous and the interpretation being used in responding to the Request.

8. If a document requested is unavailable, Responder shall identify the document, describe in detail the reasons that the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.

9. If no existing document is responsive to a Request that calls for a document, Responder shall so state and the Request should be treated as an interrogatory.

10. Responders have an ongoing obligation as to all responses to amend or supplement if any person answering the Requests obtains any information upon which: (a) the party making the response knows that it was incorrect when made; or (b) the party making the response knows that the response, though correct when made, is no longer true or is misleading.

11. All Requests are considered to be continuing in nature and thereby Responders are required to produce by supplemental or amended responses any information or documents within the scope of the Request that Responder obtains, acquires, or discovers subsequent to the initial response to the Request.

Section 5. Order of presentation at hearing.

Unless otherwise stated in Chapter 158 or this URM, or ordered by the council, the order of hearing presentations shall be established by the hearing officer prior to commencement of the hearing. The order of hearing may be varied by the hearing officer when the circumstances so justify. The hearing officer may grant additional opportunities for the presentation of evidence and for argument only where good cause is shown for such additional evidence and argument.

URM Division IV. Rate change application technical requirements.

Section 1. Required content.

Each rate case applicant under this chapter shall provide the following~~:~~, unless otherwise required by to a council-approved rate schedule or final order or resolution of the council:

1. General data:
    a. Charter. A copy of the public utility's charter or articles of incorporation, articles of organization, or other business formation documents, if not already on file with the council.
    b. ~~Latest balance sheet.~~Rate Base Summary. A ~~balance sheet of~~rate base summary for the ~~utility prepared as of the last day of the latest month in which data is readily available.~~test period ended. For Period II, provide a ~~balance sheet~~ rate base of the utility on an estimated basis.
    c. Utility property. If not already provided in earlier statements, a description of the utility's property~~, as of the last day of the latest month in which data is readily available.~~ by FERC account for the test period ended. For Period II, provide a description of the utility's property on an estimated basis as of the last day of Period II. Such a description shall be a dollar amount ~~of each functional category.~~ by FERC Account.
    d. ~~Retained earnings analysis. An analysis~~Statement of ~~retained earnings covering~~ net utility operating income. A statement of net utility operating income detailing operating revenues and operating expenses for Period I. For Period II, ~~an analysis from the close of the last calendar year for which an annual report has been filed with the council to the date~~ a statement of ~~the balance sheet provided in the statement in subsection~~ net utility operating income an estimated basis.~~(1) b. of this section.~~
    e. Construction program statement**.** The utility shall file a statement that generally describes its capital expenditures program for providing reliable and economic services for the period beginning with the date of the filing and ending with the tenth year after the test period. The statement shall include the following~~:~~ to the extent applicable to the utility:

i. An annual forecast, for the period, of customers' peak demand and energy requirements utilizing econometric forecasting models. These models should include price induced conservation, the conservation effects associated with improved efficiencies of gas, heat, electrical and power appliances and equipment, and any reduction in demand and energy resulting from projected customer-owned resources, such as distributed energy resources ("DERs"), and all utility-managed demand side management ("DSM") programs.

ii. A capacity addition program setting forth the sources of utility-owned capacity and energy to serve the customers' forecasted peak demand and energy requirements.

iii. A transmission/distribution program setting forth the additions and improvements in transmission and distribution facilities necessary to deliver the capacity and energy from the utility's sources to its customers in a reliable and economical manner.

2. Revenue-related data including the following:
   a. Summary of revenue requirements. If Period I is the test year period, a jurisdictional summary showing pro forma adjusted rate base and operating income under present rates; and actual earned rate of return, proposed rate of return, required operating income, operating income deficiency, gross revenue conversion factor, and resulting revenue requirement. If Period II is the test year period, provide a jurisdictional summary showing proforma adjusted rate base and operating income under present rates; actual earned rate of return, proposed rate of return, required operating income, operating income deficiency, gross revenue conversion factor, and resulting revenue requirements.
   b. Summary of impact of proposed rates. For Period I and Period II, provide a tabulation by jurisdiction showing the number of customers, monthly billing determinants, the base revenues, rider tariff revenues, and the total revenues by rate schedule under present and proposed rates and the dollar and percentage increases. ~~Also furnish supporting work papers setting forth the fuel adjustment clause and purchased gas adjustment monthly revenues.~~
   c. Proposed rate schedules. The proposed rate schedules for the jurisdiction and any other retail rate schedules proposed by the applicant or pending for any other jurisdiction and/or before any other regulatory body.
   d. Present rate schedules. The present rate schedules and any other rate schedules effective for the applicant for any other retail jurisdiction.
   e. Summary bill comparison. Schedules showing typical bill comparisons by rate schedule under present and proposed rates. The comparisons should provide adequate consumption information by

block and season, and should set forth base revenue, rider tariff adjustments, if any, and total revenue for various levels of usage under all residential, commercial, industrial, and other rate schedules.

3. Rate base related data including the following:
   a. Summary of jurisdictional rate base. For Period I, a summary of total company and jurisdictional rate base for pro forma adjusted operations. For Period II, a total company and jurisdictional pro forma adjusted rate base for projected operations. The rate base shall be stated in adequate detail to identify each component set forth in this schedule. The utility may include items not specifically set forth which it believes are appropriate for inclusion.
   b. Plant in service. For Period I, a summary of total company plant in service by FERC account for actual operations, and, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each such adjustment and total company plant in service by FERC account for pro forma adjusted operations. For Period II, a summary of total company plant in service by FERC account for projected operations, and, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each such adjustment and total company plant in service by FERC account for pro forma adjusted operations. The total company plant in service shown on this schedule shall agree with the amounts appearing on the statement referenced in subsection (1) b. and subsection (6) a. of this section.
   c. Accumulated depreciation. For Period I, a summary of total company accumulated depreciation by FERC account for actual operations, and if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company accumulated depreciation by FERC account for pro forma adjusted operations. For Period II, provide a summary of total company accumulated depreciation by FERC account for projected operations, And, if applicable, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company accumulated depreciation by FERC account. Also, as applicable, provide a list of retirements of electric utility generating plants, transmission lines or substations, and distribution lines or substations, and a list of retirements of gas plant in service, recorded during Period I and projected for Period II, provided each such retirement exceeds $100,000.00. The total company accumulated depreciation shown on this schedule shall agree with the amounts appearing on the statement in subsection (1) b. and subsection (6) a. of this section.

d. Depreciation study. The utility's most recent depreciation study by FERC account. If the utility has previously filed the study with the council the same may be provided by reference.

e. Summary of construction work in progress. For Period I and Period II, a schedule showing total company construction work in progress by FERC account.

f. Listing of construction work in progress. For Period I, a schedule listing all construction work in progress at the end of the period by work order number, and for Period II, by FERC account. For each listed item, the estimated completion cost of all work that exceeds $100,000.00 and is applicable to the city's jurisdictional area, provide a brief description, estimated completion cost and projected date of placement in service. For Period I and Period II, for construction applicable to the city's jurisdictional area provide a statement listing all construction work in progress closed, or to be closed, during the period, by FERC account, including a brief description, final completion cost, and date of placement in service, provided the estimated completion cost of each such item exceeds $100,000.00.

g. Allowance for funds used during construction (AFUDC). For Period I and Period II, show the computations of the maximum rates for the construction allowances. If the utility proposes to use a net-of-tax rate, the utility shall show the derivation for both the gross-of-tax and net-of-tax rates. If the booked amounts of AFUDC do not reflect the rates computed above, show the derivation for the actual rates utilized in computing AFUDC, including the derivation of any net-of-tax AFUDC rate utilized by the utility.

~~h.~~ Summary of property held for future use. For Period I and Period II, provide a schedule listing total company property held for future use, including, by item, the book cost, the projected date of placement in service, and the planned use for this property. The total company amount of property held for future use shown on this schedule shall agree with the amounts, if any, appearing on the statement in subsection (1) b. and subsection (6) a. of this section.

~~i.~~h. Calculation of working capital allowance. For Period I and Period II, provide a schedule showing the calculation of the total company working capital by component. The total company amount of working capital allowance shall agree with the amounts appearing on the statement in subsection (1) b. and subsection (6) a. of this section.

~~j.~~i. Prepayments. For Period I and Period II, provide a schedule showing the derivation of the total company prepayments component of the working capital allowance. Include a schedule of the monthly prepayment balances. The total company prepayment amount shall agree with the amount appearing in the statement in subsection (1) b. and subsection (6) a. of this section.

~~k.~~j. Materials and supplies and fuel stock. For Period I and Period II, provide a schedule showing the derivation of the total company materials and supplies and fuel stock components of the working capital allowance including a schedule of the monthly materials and supplies and fuel stock balance. The total company materials and supplies and fuel stock amounts shall agree with the amount appearing in the statement in subsection (1) b. and subsection (6) a. of this section.

~~l.~~ Calculations of cash working capital. For Period I and Period II, provide a schedule showing the detailed calculation of the cash working capital component of the working capital allowance. The utility shall compute cash working capital using a lead-lag study methodology for the test period. The use of a lead-lag study in the determination by the utility of its cash working capital requirements shall not preclude the council from making adjustments thereto, nor employing one-eighth or 12.5 percent of total annual operations and maintenance expense excluding amounts charged to operations and maintenance expense for fuel, deferred fuel, ~~and~~ cost of gas, purchased power, depreciation and taxes in its final determination of the appropriate amounts of cash working capital for ratemaking purposes. Should the utility ~~request zero cash working capital~~not complete a lead lag study then it may employ a one-eighth or 12.5 percent of total annual operations and maintenance expense excluding amounts charged to operations and maintenance expense for fuel, deferred fuel, cost of gas, purchased power, depreciation and taxes in its filing~~,~~ and it shall be considered an alternative methodology ~~and no lead-lag study shall be required~~. The council's discretion in the treatment of non-investor supplied capital, other than non-investor supplied capital that would be included in a lead-lag study for ratemaking purposes, shall be unaffected. The amount shown here shall agree with the amount appearing in the statement in subsection (1) b. and subsection (6) a. of this section. (1) b.

~~m.~~k. ~~Minimum bank balances. For Period I, provide a listing of all banks requiring the deposit of minimum bank balances by the company relating to services provided in customer bill-paying programs. Also provide the amount of such minimum bank balances on deposit with each bank at the end of Period I.~~

~~n.~~l. Summary of accumulated deferred income taxes and unamortized investment tax credits. For Period I and Period II, provide a schedule showing total company accumulated deferred income taxes and unamortized investment tax credit by FERC account . Unamortized investment tax credits should be separated into pre-1971 and post-1970 periods. The balance of deferred taxes and pre-1971 tax credits shall agree with the amounts shown on the statement in subsection (1) b. and subsection (6) a. of this section. Also state which option

the utility has filed with the IRS for treatment of post-1970 investment tax credits.

4. ~~Income~~ Statement of net utility operating income data including the following:
   a. Jurisdictional ~~income~~ statement~~.~~ of net utility operating income. For Period I, a total company and jurisdictional ~~income~~ statement of net utility operating income for pro forma adjusted operations. For Period II, a total company and jurisdictional ~~income~~ statement of net utility operating income for pro forma adjusted projected operations. The ~~income~~ statement of net utility operating income should be in adequate detail to identify those components set forth on this schedule. The utility may include items not specifically set forth which it believes are appropriate for inclusion.
   b. Revenues. For Period I, a schedule showing total company revenues by FERC account for actual operations, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company revenues by FERC account for pro forma adjusted operations. For Period II, provide a schedule showing total company revenues by FERC account for projected operations along with a description of the assumptions, methodologies, models and databases used in making such projections. The total company revenues shall agree with the amounts appearing in the statement in subsection (1) d. and subsection (6) b. of this section.
   c. Operation and maintenance expenses. For Period I, a schedule showing total company operation and maintenance expenses by FERC account for actual operations, a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company operation and maintenance expenses by FERC account for pro forma adjusted operations. For Period II, a schedule showing total company operation and maintenance expenses by FERC account for projected operations, and a summary of pro forma adjustments by FERC account, including a description and the amount of each adjustment and total company operation and maintenance expenses by FERC account for pro forma adjusted operations. The total company operation and maintenance expenses shall agree with the amounts appearing in the statement in subsection (1) d. and subsection (6) b. of this section.
   ~~d. Electric Utility Fuel and Gas Utility Purchased Gas adjustment data. For Period I and Period II, monthly expense data by accounts for electric utility fuel related costs in accounts 501, 557, and purchased power in account 555, and for gas utility in accounts 804 and 880. The total amount in these accounts shall agree with the amounts shown in the statement in subsection (1) d. and subsection (6) b. of this section. For each type of purchased power transaction, such as~~

~~firm power or economy interchange power, monthly expense data shall be subtotaled separately for interchange receipts and deliveries. For monthly fuel accounts 501, 518, 547, and for each type of purchased power transaction, and for gas accounts 804 and 880, the monthly data shall identify components to be claimed under the fuel adjustment clause and/or purchased gas adjustment of the utility.~~

~~e.~~d. Miscellaneous operation and maintenance expense data. For Period I, furnish a schedule for each of the items listed below and state the account or accounts to which they were charged~~:~~, if such item is proposed to be included in utility rates:

i. Contributions for charitable, civic, and political and related activities, as defined in account 426.4 of the uniform system of accounts.
ii. Membership fees and dues of civic and social organizations.
iii. Advertising expenses with a description of the purpose (e.g., promotional, civic or political) for each expenditure.

For Period II, state the estimated amount of each item which is included in operation expense.

~~f.~~e. Depreciation expense. For Period I, a schedule showing total company depreciation expense by ~~function~~FERC account for actual operations, a summary of pro forma adjustments by function, including a description and the amount of each adjustment and total company depreciation expense by ~~function~~FERC account for pro forma adjusted operations. For Period II, a schedule showing total company depreciation expense by ~~function~~FERC account for projected operations. Also provide a schedule for Period I and Period II showing the applicable annual depreciation rate applicable ~~to each function~~by FERC account. The total company depreciation expense shown on the statement shall agree with the amounts operating in the statement in subsection (1) d. and subsection (6) b. of this section.

~~g.~~f. Taxes other than income. For Period I, for actual operations, a schedule showing total company taxes other than income by component, i.e., revenue taxes, real estate taxes, payroll taxes, and miscellaneous taxes. Also provide for pro forma adjusted operations a summary of pro forma adjustments, including a description and the amount of each adjustment and total company taxes other than income by component. For Period II, a schedule showing total company taxes other than income by component for projected operations. The total company taxes other than income shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. and subsection (6) b. of this section.

~~h.~~g. Income taxes, state and federal. For Period I, a schedule showing the calculation of total company current and deferred state and federal income taxes for actual operations, a summary of pro forma

adjustments, including a description and the amount of each adjustment and total company current and deferred state and federal incomes taxes for pro forma adjusted operations. Also furnish, for the most recent year available, a reconciliation of book income to taxable income in a format similar to that required in FERC Form No. 1. For Period II, provide a schedule showing the calculation of total company current and deferred state and federal income taxes for projected operations. The total company current and deferred state and federal income taxes shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. and subsection (6) b. of this section.

~~i.~~h. Gross revenue conversion factor. For Period I and Period II, a schedule showing the calculation of the gross revenue conversion factor.

~~j.~~i. Tax expansion factor. For Period I and Period II, provide a schedule showing the calculation of the combined state, federal, and revenue tax effects that would arise from an additional dollar of net operating income.

~~k.~~j. Other utility income and deductions. For Period I, provide a schedule showing for the total company other income and other income deductions for actual utility operations, a summary of pro forma adjustments, including calculations and assumptions, and total company other income and other income deductions for pro forma adjusted operations. For Period II, provide a schedule showing the total company other income and other income deductions for projected operations. The total company other income and other income deductions shown on this schedule shall agree with the amounts appearing in the statement in subsection (1) d. and subsection (6) b. of this section.

~~l.~~k. Interest coverages. For Period I and Period II, provide schedules showing the interest coverage using each of the five following methods to the extent applicable to the utility:

i. The Securities and Exchange Commission method;
ii. The bond indenture method;
iii. The bond indenture method including interest on short-term debt.
iv. Earnings Before Interest and Taxes ("EBIT");
v. Earnings Before Interest, Taxes, Depreciation, and Amortization (“EBITDA").

5. Cost of Capital.

Each applicant under this article shall provide the following:

a. Cost of capital. For Period I and Period II, a summary of capitalization balances, capitalization ratios, the cost of debt capital and preferred stock capital, weighted cost of each element, the rate of return on the common equity of the utility and the resulting overall rate of return.

b. Long-term debt capital. For Period I and Period II, a schedule showing the coupon rate, dates of issue and maturity, principal amount, issuance expense, debt discount or premium, net proceeds, amount outstanding, annual amortization, annual interest charges and annual cost by issue of all long-term debt outstanding as of the end of the period. Based on this information, compute the embedded cost of long-term debt. This embedded cost shall agree with the cost of debt which appears in the statement in subsection (1) d. and subsection (6) d. of this section.

c. Preferred stock. For Period I and Period II, a schedule showing the dividend rate, type, per value, date issued, shares issued and outstanding, amount outstanding, issuance expense, discount or premium and annual dividends for each issue of preferred stock at the end of the period. Based on this information, compute the embedded cost of preferred stock. This embedded cost shall agree with the cost of preferred stock which appears in the statement in subsection (1) d. and subsection (6) d. of this section.

d. Common equity. For Period I and Period II, a schedule showing, by FERC account, the makeup of the common equity balance at the end of each period. Also show the rate of dividends being paid on the outstanding common stock, the rate of return on common equity actually earned during Period I, and the rate of return being requested for Period II. The equity rates actually earned for Period I and being requested for Period II shall agree with the respective rates which appear in the statement in subsection (1) d. and subsection (6) d. of this section.

6. Financial statements and statistical data**.**
If the following data is presently on file with the council a reference to such filing will be sufficient:

a. Historical ~~balance sheets.~~Rate Base Summaries. Provide historical company comparative ~~balance sheets~~rate base summaries of the utility for the most recent five fiscal years~~.~~, to the extent available.

~~b.~~ Historical Statement of net utility operating income~~ statements~~. Provide historical company comparative Statement of net utility operating income ~~statements~~ for the most recent five fiscal years~~.~~

~~c.~~b. ~~Historical statement of retained earnings. Provide historical company comparative statements of retained earnings for the most recent five fiscal years.~~, to the extent available.

~~d.~~c. Historical capitalization. Provide historical company comparative capitalization of the utility for the most recent five fiscal years, to the extent available. This information should be similar to the information provided in section 158-53.

7. Cost of service.
Each applicant under this article shall provide the following:

a. For Period I and Period II, the applicant under this article shall provide a fully allocated cost of service study, including total utility revenues, total utility costs, and all customer classes served. The study should include a detailed summary of the Statement of net utility operating income ~~statement~~, rate base and rate of return under present and proposed rates by jurisdiction and by rate schedule. Also provide work papers sufficient in detail to support calculations, methodologies, allocation factors, and assumptions included in the study, including total company wages and salaries by FERC account for actual operations, a summary of pro forma adjustments by account, including a description and the amount of each adjustment and total company wages and salaries by account for pro forma adjusted operations. If wages and salaries by FERC account is used as an allocator in the utility's cost of service study, then provide this information by FERC account, rather than by function. Also furnish the ~~bases~~basis for and computation of all allocators used in the cost-of-service study.

8. Affiliate transactions.
The following procedures shall govern any transactions by, between, and among a utility and any of its affiliates**:**

a. In any application that the utility files that might affect a change in its revenue requirement and that contains an allocation of affiliate costs from an affiliated company of the utility, the utility shall provide:
   i. Schedule detailing the summary of affiliate costs incurred for each account for those services rendered by the affiliate(s) exclusive of affiliate purchases, related to joint account purchases and purchases from purchased power agreements and continue to be provide such detail in the applicable fuel adjustment clause;
   ii. The allocation method and basis of such costs; and
   iii. A summary of the services provided for such costs.

b. Except for years that represent test years, as Period I and Period II, which are included in an application for a change in rates of the utility, a utility must annually file a cost allocation manual that includes:
   i. An organization or relationship chart(s) that illustrates the utility and all of its regulated and unregulated affiliate(s~~);~~) that are subject to the utility's cost allocation manual and to the extent the allocated costs are proposed to be included in the utility's revenue requirement;
   ii. Officers of the parent or holding company, the utility, and all of its affiliates, as applicable~~;~~, to the extent the affiliate and/or parent company are subject to the utility's cost allocation manual and to the extent the allocated costs are proposed to be include in the utility's revenue requirement;

iii. A complete description of the types of all costs shared with affiliate(s~~);~~) to the extent the affiliate is subject to the utility's cost allocation manual and the allocated costs are proposed to be included in the utility's revenue requirement;

iv. The methodology and procedure used to allocate costs; and a summary of the total costs incurred from affiliate(s) and how those affiliate(s) costs are allocated~~.~~ to the extent the costs are proposed to be included in the utility's revenue requirement. The council shall have reasonable access to all public records of the utility's affiliated companies, including its parent company, who are subject to the utility's cost allocation manual regarding transactions or cost allocations among the utility and such affiliated companies, and such records necessary as same pertains to the inclusion of costs in the utility's revenue requirements and to ensure that a utility's ratepayers do not subsidize nonutility activities. Nothing in this paragraph shall limit the authority of the council to have access to accounts and records of, or to require reports and documents from, the utility, or to prescribe guidelines that the utility must follow in allocating costs to transactions with affiliate(s).

URM Division V. Electric utility integrated resource plan rules.

[EXISITNG IRP RULES AS ADOPTED IN RESOLUTION NO. R-17-429 WILL BE INSERTED HERE]

URM Division VI. Renewable clean portfolio standard rules.

[EXISTING RCPS RULES AS ADOPTED IN RESOLUTION NO. R-21-182 WILL BE INSERTED HERE]

URM Division VII. Net energy metering rules.

[EXISITNG NET METERING RULES AS ADOPTED IN RESOLUTION NO. R-09-484 WILL BE INSERTED HERE]

URM Division VIII. Community solar rules.

[EXISTING COMMUNITY SOLAR RULES AS ADOPTED IN RESOLUTION NO. R-25-352 WILL BE INSERTED HERE]

URM Division IX. Request for proposals rules.

[EXISTING RFP RULES AS ADOPTED IN RESOLUTION NO. R.-20-105 WILL BE INSERTED HERE]

URM Division X. Protective order governing confidential and sensitive information.

[EXISITNG COUNCIL PROTECTIVE ORDER AS ADOPTED IN RESOLUTION NO. R-07-432 WILL BE INSERTED HERE]

ALLIANCE FOR AFFORDABLE ENERGY

October 10, 2025

Via Electronic Mail
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112
Clerkofcouncil@nola.gov

Re: Renewable and Clean Portfolio Standard (CNO Docket No. UD-19-01)

Dear Clerk:
Please find enclosed the Alliance for Affordable Energy's comments related to the above captioned docket. Please file the attached communication and this letter into the record. The Alliance submits this letter electronically and will submit the requisite original and number of hard copies as you direct.

Thank you for your time and attention,
Sincerely,

Logan Atkinson Burke
Executive Director
Alliance for Affordable Energy

Before

The Council of the City of New Orleans

In Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND OPENING A RULEMAKING PROCEEDING TO ESTABLISH RENEWABLE PORTFOLIO STANDARDS

DOCKET NO. UD-19-01

OCTOBER 10, 2025

COMMENTS OF THE ALLIANCE FOR AFFORDABLE ENERGY ON ENTERGY NEW ORLEANS, LLC'S RENEWABLE AND CLEAN PORTFOLIO STANDARD COMPLIANCE PLAN FOR COMPLIANCE YEARS 2026-2028

I. INTRODUCTION

On August 14, 2025, pursuant to Section 4(e) of the Renewable and Clean Portfolio Standard ("RCPS") the Council of the City of New Orleans ("the Council") adopted in Resolution No. R-21-182, Entergy New Orleans, LLC ("ENO") filed its Compliance Demonstration Plan ("the Plan") for compliance years 2026-2028. On September 25, 2025, the Council adopted Resolution No. R-25-484, providing an opportunity for intervenors in this docket to comment on ENO's Plan by October 10, 2025. Accordingly, the Alliance for Affordable Energy ("AAE") respectfully submits the following comments:

II. ENO'S COMPLIANCE IS STILL LARGELY DEPENDENT ON NON-RENEWABLE RESOURCES AND PURCHASED RENEWABLE ENERGY CERTIFICATES

AAE acknowledges that ENO's Plan has met the technical compliance requirements under the RCPS. However, we would note that the vast majority of ENO's projected compliance continues to be from existing nuclear power generating facilities, an expensive non-renewable resource, and from purchased renewable energy certificates ("RECs"), meaning that the RCPS is still doing little to steer ENO toward truly renewable generation resources. Renewable resources offer benefits beyond reducing greenhouse gas emissions that nuclear cannot, including

flexibility, the creation of a local economy and workforce around distributed resources, and being truly clean and sustainable, without the long-term radioactive waste storage issues associated with nuclear energy. As AAE has advocated since the drafting of the RCPS, the Council should amend the RCPS to encourage the development of locally-generated renewable energy.

III. THE COUNCIL SHOULD NOT APPROVE LARGE EVENT ELECTRIFICATION AS AN ELIGIBLE COMPLIANCE RESOURCE

In its Plan, ENO proposes to include what it calls "large event electrification" as a Tier 3 compliance resource. While a reduction in the usage of diesel generators is an admirable goal, "large event electrification" is merely an opportunity for ENO to sell more electricity, regardless of the generation source. As the Council stated rightly in the preamble to Council Resolution R-21-182 adopting the RCPS: "[T]he Council finds that the primary purpose of the RCPS will be to eliminate carbon emissions from the Utility's generation portfolio, and that Beneficial Electrification has the potential to prolong the extent to which the Utility may keep carbon emitting resources in its portfolio." Essentially, ENO would be creating new load by electrifying large events with no regard to the generation resources supplying that new load, which is contrary to the "primary purpose" of the RCPS, reducing dependence on carbon-emitting resources in its own generation portfolio. ENO needs no additional incentive to pursue these electrification projects, as they stand to benefit directly from increased sales, and thus the Council should deny ENO's request to include large event electrification as an eligible Tier 3 resource.

IV. THE COUNCIL SHOULD NOT APPROVE THE ELECTRIFICATION OF THE NEW ORLEANS SEWERAGE & WATER BOARD AS AN ELIGIBLE COMPLIANCE RESOURCE

Similar to its proposal to treat "large event electrification" as an eligible compliance resource, ENO proposes to treat the impending electrification of the New Orleans Sewerage & Water Board ("S&WB") as a Qualified Measure. Again, while electrification is a prudent step for the S&WB, for ENO, it simply represents a massive new retail load to serve, regardless of the generation resource. It would create a massive increase in demand while doing nothing to change ENO's generation portfolio. In fact, ENO's decision to balk on its previous commitment of $30M to the project seriously jeopardized its development.[1] ENO should not receive compliance credit for a project that the S&WB undertook for its own purposes, and would have done so even without Entergy's involvement.

V. ENO SHOULD RECEIVE COMPLIANCE CREDIT ONLY FOR COMMUNITY SOLAR PROJECTS THAT IT DEVELOPS

ENO proposes to treat all community solar resources currently in development as Tier 1 resources. Hearkening back to the "primary purpose" of the RCPS as described in the adopting resolution, the goal is to eliminate carbon emissions from ENO's generation portfolio. Community solar projects, developed and owned by third parties, are not part of ENO's generation portfolio. In fact, community solar is being undertaken *in spite* of ENO's persistent resistance to its development, including most recently in their resistance to consolidated billing under docket UD-18-03. Furthermore, the Council's most current Community Solar Rules make it clear that the "owner" of the RECs is the Subscriber, who may transfer them (for example to the Subscriber Organization) as they choose.[2] ENO should not receive compliance credit for projects that it has actively opposed. If ENO would like to retire RECs generated using local

[1] https://www.nola.com/news/politics/entergy-pulling-30m-funding-commitment-for-s-wb-substation-leaving-pumping-power-in-doubt/article_d0e56718-7d45-11ec-b6e8-3b01c9c1ebed.html

[2] CNO Resolution R-25-352, Community Solar Rules, section XII. B-C, at pg 16-17.

Community Solar, they have the right to contract with either project Subscribers or the Subscriber Organizations who may aggregate transferred RECs.

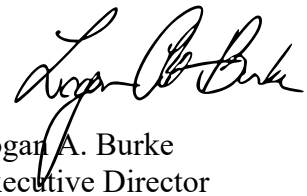
VI. THE COUNCIL SHOULD SEEK CLARITY FROM ENO ON CHANGES TO ITS ACQUISITION OF RECS

On page 2 of ENO's Plan, under section 2.b pertaining to the Green Select program, ENO states, "In previous years, ENO sourced RECs for Green Select customers from the same pool of generated or purchased RECs that would otherwise be used for RCPS compliance. As of 2025, ENO intends to separately purchase RECs that will be used to serve Green Select obligations. As a result, no RECs or CECs in Table 1 will be associated with the Green Select program." ENO offers no explanation for this change in the acquisition of RECs. The Council should require clarity from ENO as to why it has implemented this change.

VII. CONCLUSION

AAE appreciates this opportunity to comment on ENO's 2024 RCPS Compliance Plan. The RCPS is a powerful tool for preserving New Orleans' future, but the Council can and should do more to ensure that the full benefits of renewable energy accrue to the City of New Orleans.

Submitted respectfully,



Logan A. Burke
Executive Director
Alliance for Affordable Energy

Before

The Council of the City of New Orleans

In Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND OPENING A RULEMAKING PROCEEDING TO ESTABLISH RENEWABLE PORTFOLIO STANDARDS

DOCKET NO. UD-19-01

OCTOBER 10, 2025

CERTIFICATE OF SERVICE

I hereby certify that I have this 10th day of October 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

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October 17, 2025

Via Electronic Mail
Clerk of Council
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Clerkofcouncil@nola.gov

Re: Resolution and Order Establishing a New Docket and Procedural Schedule to Revise Chapter 158 of the Code of Ordinances (UD-25-01)

Dear Clerk:
Please find enclosed the Alliance for Affordable Energy's comments related to the above captioned docket. Please file the attached communication and this letter into the record. The Alliance submits this letter electronically and will submit the requisite original and number of hard copies as you direct.

Thank you for your time and attention,
Sincerely,

Logan Atkinson Burke
Executive Director
Alliance for Affordable Energy

Before

The Council of the City of New Orleans

In Re: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

OCTOBER 17, 2025

MEMORANDUM OF THE ALLIANCE FOR AFFORDABLE ENERGY ON PROPOSED REVISIONS TO CHAPTER 158 OF THE CODE OF ORDINANCES AND TO THE UTILITIES REGULATORY MANUAL

I. INTRODUCTION

On July 24, 2025, the New Orleans City Council ("the Council") adopted Resolution No. R-25-407, establishing the instant docket and providing for intervenors to submit redline revisions to Chapter 158 of the Code of Ordinances and to the Utilities Regulatory Manual ("URM"). The Alliance for Affordable Energy ("AAE") submits the following memorandum in support of its proposed revisions to Chapter 158 and to the URM, attached hereto as Attachments A and B, respectively:

II. PROPOSED REVISIONS TO CHAPTER 158

A. The Council should declare utility access a fundamental human right.

New Orleans has experienced the worst effects of a climate that is warming due to greenhouse gas emissions, including increasing days of deadly heat.[1] In this environment, access to vital utilities such as electricity are more crucial than ever, yet nearly 1 out of every 5 households in New Orleans faces the possibility of disconnection each year due to inability to pay ENO's rising bills.[2] The Council should approach utility access as an issue of fundamental

[1] https://www.nola.com/news/lethal-heat-louisiana/collection_2369e269-8598-4175-940e-eec1e544e8dd.html
[2] https://lailluminator.com/2023/09/24/new-orleans-shutoffs/

human rights, acknowledging the critical role that utility access plays in contemporary life, and this understanding should color the Council's approach to utility regulation. Accordingly, AAE has proposed amending the Bill of Rights under Sec. 158-8 to include a declaration that residential utility access is a fundamental human right.

The Council would not be alone in taking this step, as a call is growing nationally for such a declaration.[3] The Council could and should be among the first regulatory bodies to take this important step in protecting the most vulnerable among us.

B. The Council should end residential disconnections due to inability to pay.

Chapter 158 of the Code of Ordinances governs utility regulatory proceedings and customer protections. AAE's proposed revisions are intended to maximize ratepayer rights and the accountability and transparency of utilities.

As the Alliance has noted in previous dockets, including UD-23-02, past experience has taught us that access to electricity service is a life or death matter for many in our community. The intensity, frequency, and variety of climate disasters we are experiencing – including more days of extreme heat and cold – are all increasing, and a piecemeal approach to prohibiting residential service disconnections will inevitably allow vulnerable ratepayers to be disconnected in between declared emergencies or states of extreme weather, only to be left without vital services during the next emergency. Accordingly, AAE's proposed revisions to Chapter 158 would eliminate residential disconnections due to inability to pay and all provisions that reference that practice.

Alternatively, should the Council deem a total prohibition on residential service

[3] https://tlaib.house.gov/posts/tlaib-bush-bowman-reintroduce-resolution-recognizing-the-human-rights-to-utilities; See also:https://www.nclc.org/resources/implementing-a-roadmap-to-utility-service-as-a-human-right/

disconnections too broad in scope, the Alliance would suggest **a three-year moratorium** on residential service disconnections while Entergy works to increase resilience under docket UD-21-03 and to improve reliability under docket UD-17-04. Another alternative would be seasonal moratoria for summer and winter, beginning on each respective solstice and ending on the next equinox. Should the council decline any of these proposals, AAE's redlines to Chapter 158, Article II, Section 158-8, (j) should not be construed as a suggestion that current protections should be eliminated.

C. The customer dispute process can be further streamlined.

The current customer dispute process under Chapter 158 is inadequate to address consumer frustrations because it still requires the customer to await receipt of a letter of disposition of a complaint from the utility before the customer can proceed to file an appeal with the Council Utilites Regulatory Office ("CURO"). Customers who are faced with potential late fees and disconnection for failing to pay inflated and disputed bills must be allowed to prosecute their claims urgently. The requirement to await receipt of a formal disposition from the utility leaves the customer with no recourse if the utility is nonresponsive to the initial complaint. Thus, AAE has proposed revisions that would alleviate the requirement of a formal disposition in the event that the utility is not responsive.

Furthermore, under Sec. 158-14 pertaining to failure to attend a hearing concerning a customer dispute, AAE would propose to change the discretionary language allowing the hearing officer to find in favor of the complainant should the utility not appear at the hearing to a *mandatory* finding in favor of the complainant.

D. Ratepayers should have the right to representation in regulatory proceedings or to compensation for reasonable costs of intervention.

In 1978, the United States Congress Passed the Public Utility Regulatory Policies Act ("PURPA"), and included retail regulatory policies for electric utilities for the purpose of achieving 1) conservation of energy supplied by electric utilities; 2) optimization of the efficiency of use of facilities and resources by electric utilities; and (3) equitable rates to electric consumers. 16 U.S. Code § 2611.

Section 122 of PURPA provides for individuals or organizations who would not otherwise be adequately represented to receive fair compensation for their useful intervention in a regulatory proceeding. 16 U.S. Code § 2632. Since PURPA's adoption in 1978, most states have created either 1) an office of people's counsel, a ratepayer funded advocate, or some other entity to specifically represent the interests of residential customers, or 2) guidelines by which such an intervenor may request remuneration for substantial contribution to the final regulatory decision. The New Orleans City Council has never created a statutorily recognized or funded residential public advocate, the state Attorney General's office has categorically declined to represent utility ratepayers in Louisiana, and there are presently no guidelines for any organization to request and receive reasonable compensation for intervention on behalf of ratepayers. At least thirteen states have approved some kind of intervenor funding mechanism when an alternative means does not exist.[4]

[4] IDAHO CODE § 61-617A (1992); Idaho Fair Share v. Public Util. Comm'n, 751 P.2d 107 (Idaho 1988); Northern Ind. Pub. Serv. Co. v. Citizens Action Coalition of Ind., Inc., 548 N.E.2d 153 (Ind. 1989); ME. REV. STAT. ANN. § 1310 (1992); MICH. COMP. LAWS §§ 460.6(1), (i) (1990); MINN. STAT. ANN. § 216B.16(10) (West, 1992), § 237.075(10) (1984); N.H. CODE ADMIN. R. PUC 205; Rodriguez, 506 N.Y.S.2d 888; OKLA. STAT. tit. 17, § 34.1 (1981); Public Serv. Co. of Okla., 688 P.2d at 1274; Utah State Coalition of Senior Citizens, 776 P.2d at 632 (in absence of public-utility commission procedures, action for fees must be brought in state court, not before public utility commission, but court found all but one precondition for fees met by intervenors); and Wis. STAT. ANN. § 196.31 (West 1992), Wis. ADMIN. CODE §§ PSC 3.01 *et seq*.

Delta Utilities ("Delta") and ENO have vast resources with which to advance their interests, however, this is not true for most residents of New Orleans. The Council has the authority to create a pathway for New Orleans low-income residential customers to be thoroughly represented in ratemaking and other regulatory proceedings, and should include residential ratepayer representation and intervenor compensation as an enumerated right under the Customer Bill of Rights.

E. Confidentiality protections should extend only to those categories of protected materials are those designated explicitly in the council's protective order.

The Council should disallow any designation of materials as highly sensitive protected materials ("HSPM") beyond the categories designated explicitly by the Council's standing protective order. For instance, under docket UD-24-01, pertaining to the sale this year of ENO's gas distribution system to Delta, Delta created, of its own volition and without prior Council approval, an entirely new category of protected materials it called "HSPM-CS", copies of which it would provide only to the Council's advisors.

As regulator, the Council, not regulated utilities, must have ultimate authority to determine the parameters of confidentiality in regulatory proceedings. The default should be toward open access to information and transparency, and any confidentiality designations must receive prior Council approval.

F. Council's authority to regulate telecommunications is not reflected.

AAE notes that Article I, Division I, SEction 158-1 states that for the "purpose of this chapter, the term "utilities" refers to electric and natural gas service providers." However, the Council's authority extends to telecommunications companies servicing customers in Orleans

Parish. AAE asserts that, barring a legal reason for excluding such companies, this purpose should include telecommunications providers.

G. Ex Parte Communications

The Alliance strongly recommends that the council's ex-parte rules should not be changed from the existing rules, which allow vital communication between parties and Council members or staff. In the proposed language, which refers only to "staff", and does not distinguish between council's internal staff, Council Utility Regulatory Office staff, or outside consulting advisors who operate as staff in proceedings. This would make negotiations or discussions about open proceedings impermissible between operational parties of the proceedings.

II. PROPOSED REVISIONS TO THE UTILITIES REGULATORY MANUAL

AAE has no recommended revisions to the Utilities Regulatory Manual at this time, but reserves the right to provide further proposals in response to other parties.

III. CONCLUSION

AAE appreciates this opportunity to propose revisions to Chapter 158 and the URM in the best interest of New Orleans ratepayers. The Council has the authority and responsibility to ensure that ratepayers receive the service and protections they deserve from monopoly utilities, and we urge you to do so with boldness and urgency.

Submitted respectfully,

Logan Burke
Executive Director
Alliance for Affordable Energy

Before

The Council of the City of New Orleans

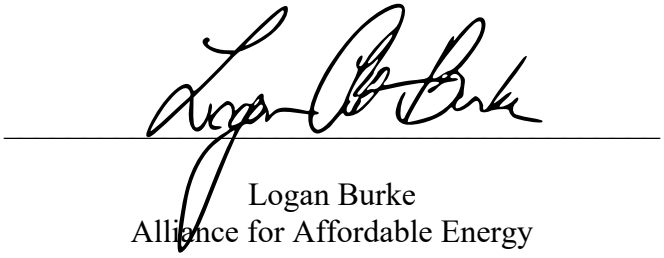
In Re: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

OCTOBER 17, 2025

CERTIFICATE OF SERVICE

I hereby certify that I have this 17th day of October 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.



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ATTACHMENT A

Article I. - In General

Division I. — Generally

Sec. 158-1. -Purpose. The purpose of this Chapter is to establish an efficient and uniform system by which the New Orleans city council ("council") may institute, oversee, and/or participate in any proceeding affecting the council's supervision, regulation, and control over utilities or that affect the interests of ratepayers in the city of New Orleans. For the purpose of this chapter, the term "utilities" refers to electric and natural gas service providers.

Sec. 158.2. -Amendments to this chapter. Any amendments to this chapter may be conducted pursuant to Sec. 3-114 of the Home Rule Charter.

Sec. 158-3. -Utility regulatory manual. The council shall adopt by resolution the Utility Regulatory Manual ("URM") in connection with this chapter. The purpose of the URM is to provide a single common reference document to provide detailed rules, procedures, descriptions, and specifications for filing requirements and procedures related to this chapter. A copy of the URM shall be made available on the council's website. The URM may be amended by resolution of the council.

Sec. 158-4. - Utility designated representative. Each owner or operator of a utility regulated by the council shall designate and maintain the designation of a natural person responsible for the performance of acts required under this chapter including notice of service in other forums. The utility shall file notice of the original designation and of any changes to the designation with the clerk of council with copy to the Council Utilities Regulatory Office ("CURO") within two business days of the designation. Such designation shall be signed by both the designee and a registered officer of the utility. CURO will maintain a published list of these designees on the council's website.

Sec. 158-5. – Successor entities. Should an entity cease to exist, responsibilities under this article shall be assumed by the entity's successor or functional successor under applicable law and/or practice.

Sec. 158-6. – Computing time. Unless otherwise stated in this chapter, the URM, or ordered by the council, the Louisiana Code of Civil Procedure shall determine the amount of time allowed or prescribed.

(a) In computing time allowed or prescribed, the period of time shall begin the day after a filing is received by the service list or the day after an instrument is adopted by the council.

(b) A holiday is any day on which city hall is closed to the public. In computing time, holidays and weekends are to be included in the computation of time, except when:

(1) It is expressly excluded,

(2) It would otherwise be the last day of the period, or

(3) The period is less than seven (7) days.

In the event time allowed or prescribed falls on a weekend or holiday, the deadline for action shall move the next day on which city hall is open to the public.

Article II. — Customer Protections

Sec. 158-7. - Purpose. The purpose of this article is to establish a customer bill of rights which includes a process for addressing certain customer complaints filed against utilities providing utility services to in the city.

Sec. 158-8. – Bill of Rights. Among the rights that are more fully set forth in the council-approved customer service regulations governing the provision of utility services in New Orleans, customers shall have the following rights:

(a) For residential customers, access to utility services is considered a fundamental human right.

(b) The right to safe and reliable service in accordance with industry standards and those set by the council.

(c) For residential customers, the right to choose to pay a deposit, obtain a satisfactory credit score in lieu of a deposit, or otherwise demonstrate the ability to pay on a nondiscriminatory basis. For commercial and industrial customers, the right to choose to pay a deposit or to obtain an irrevocable bank letter of credit or surety bond from a bank or surety company acceptable to the utility.

(d) The right to earn interest on any deposit at a rate ordered from time to time by the council.

(e) For residential customers, the right to have any deposit returned after 24 months if the customer has paid ~~its~~ their bills on time for the preceding 12 months or, at any time, if customer discontinues receiving service from the utility and does not have an outstanding balance with the utility.

(f) Upon discontinuing utility service, the right to have their deposit returned less any outstanding balance.

(g) The right to have a deposit requirement waived if an existing customer with no outstanding balance transfers service to a new location within the city.

(h) The right to have individual customer information, including payment history and consumption patterns, kept confidential, unless the customer provides written consent or voluntarily discloses the information to the public.

(i) The right to receive written notice from the utility at least ~~five (5)~~ ten (10) business days prior to the disconnection of service due to nonpayment. During the ~~five~~ ten-day period, the customer may either make payment or request alternate payment arrangements to avoid disconnection.

(j) The right not to have residential service disconnected except by request.~~for non-payment when:~~

(1) ~~the low temperature for the day is forecast to remain below 40 degrees Fahrenheit or the following night is forecast to be 32 degrees F or lower; or~~

(2) ~~the high temperature for a day is forecast to reach 100 degrees F or higher; or~~

(3) ~~the National Weather Service issues an "Excessive Heat Warning" (or such other term that reflects a heat index of 105 degrees F or higher) that includes Orleans Parish. (For any day during which an excessive heat warning is issued, the utility is prohibited from reinstating normal disconnect policies for the remainder of the day); or~~

(4) ~~a storm or weather event affecting any portion of the city for which: the president of the United States issues an emergency or major disaster declaration, or declares the city as a Federal Disaster Area, or makes a similar declaration affecting the city, or the mayor of New Orleans or governor of Louisiana, declares a state of emergency for all or part of the city, issues a disaster or emergency declaration, declares a state of emergency, or makes a similar declaration for Orleans Parish. In the event a state of emergency is declared, the utility shall not resume service disconnects for nonpayment until the day after an emergency declaration expires.~~

(j) ~~The right to have a special medical designation which prohibits service from being disconnected for nonpayment for 30 days if customer is on life support or has another life-sustaining medical treatment system that requires electricity or natural gas. The customer has the right and obligation to provide each affected utility with written medical certification from a licensed physician as to the customer's condition to receive this special designation.~~

(k) ~~The right not to have service disconnected on a weekend, holiday, day before a holiday, or Friday after 1:00 p.m.~~

(l) The right to have same-day service for reconnection provided payment is received by the utility or one of its authorized pay centers before 7:00 p.m. on the day of the requested reconnection.

(m) The right to have a meter that is regularly maintained and accurate. The maintenance and accuracy of a meter is the responsibility of the utility.

(n) The right to have the utility test the customer's meter as provided for in the customer service regulations.

(o) The right to be charged only for actual usage of electricity and natural gas and in accordance with rate schedules approved by the council based on an accurate metering process consistent with prudent utility practices as defined in the customer service regulations.

(p) The right to have complaints regarding meter accuracy resolved promptly~~prior to disconnection~~ provided that the customer pays the amount currently chargeable for monthly or seasonal periods (as appropriate) at customer's level of usage for the corresponding monthly or seasonal periods during the prior year, or, in the event such usage data is not available, the average usage for the customer class for the corresponding monthly or seasonal periods while the complaint is pending under Division II, unless the customer and the utility mutually agree to an alternative payment arrangement.

(q) The right not to have late fees charged on the portion of a bill that is the subject of a complaint as provided for in the customer service regulations.

(r) The right to participate in the customer complaint and dispute resolution process set forth herein.

(s) The right to representation in, or to reasonable compensation for costs and fees associated with intervening in, regulatory proceedings before the council.

Division II. — Customer Complaints

Sec. 158-9. – Purpose. The purpose of this division is to set forth a procedure to address certain customer complaints regarding utility service. The process described herein is intended to be easy, inexpensive, and result in an independent, neutral assessment of whether there has been a violation of the customer bill of rights or service regulations by the utility.

Sec. 158-10. – Applicability. The customer complaint resolution process established in this division is applicable to complaints between a customer and a utility where the subject of the complaint is under the jurisdiction of the council. The subject of complaints reviewed under this article include, but are not limited to the following:

(a) inaccurate bills,

(b) violation of the council-approved customer service regulations,

(c) violation of the customer bill of rights enumerated in Sec. 158-8,

(d) inaccurately reading a customer's meter, the failure of a meter to correctly record consumption within the range of accuracy established in the customer service regulations due to mechanical damage or defect, failure to manually read customer's meter after receiving communication of that damage or defect, and failure to properly record a meter reading,

(e) misapplication of credit scoring procedures and information,

(f) failure to keep scheduled appointments with the customer or their representative,

(g) unauthorized release of confidential customer information, payment history, or consumption patterns, and

(h) unresolved property loss claim resulting from a loss of service or defect in service.

Please note that certain issues are more appropriately resolved in other forums, either by the council itself, judicially, or in another proceeding designed specifically for their resolution.

Sec. 158-11. - Complaint process.

(a) Summary of Customer Complaint Resolution Process. The customer complaint and dispute resolution process begins with the filing of an initial complaint with the utility. If a customer is dissatisfied with the results of the utility's investigation, the customer may request an appeal with CURO. CURO shall review appeal applications for eligibility and dismiss those ineligible pursuant to this division. All eligible appeals will be reviewed by CURO or a third-party appeal officer who will issue a final decision on the appeal.

(b) Submission of Initial Complaint. Customers must submit all complaints directly to the utility prior to filing an appeal with CURO.

(1) ~~In the event the initial complaint involves the potential disconnection of a customer's service the customer must file the initial complaint no later than one (1) business day prior to the scheduled date for service disconnection.~~

(2) If the subject of an initial complaint is the accuracy of a bill, the utility shall not disconnect the customer's service for nonpayment ~~provided that the customer pays the average bill amount or another amount agreed to by the utility and the customer as described in Sec. 158-8.~~

(c) Form of Initial Complaint. Although there is no specific requirement for the form of an initial complaint, a customer should provide the utility with a detailed description of the

problem and all the necessary facts giving rise to the problem. In receiving the complaint, the utility shall obtain the following information from the customer or their designee:

(1) the name of the customer and claimant and the preferred means of contact, i.e. via telephone, text message, and/or e-mail, during normal business hours,
(2) the claimant's mailing address and, if different, the service address,
(3) the account number,
(4) the date of the circumstances from which the initial complaint arose,
(5) a brief description of the circumstances surrounding the complaint,
(6) a copy of any correspondence between the claimant and the utility regarding the matter,
(7) the date on which the utility has scheduled a service disconnect, if applicable, and
(8) the relief sought.

This information shall be specifically included by the utility in any written disposition provided to the claimant at the conclusion of the initial complaint process.

(d) Method of complaint submission. A claimant shall submit an initial complaint to the utility in writing to the utility's customer care center, website, or other means provided in the utility's service regulations or verbal communication with a utility representative at the utility's customer care center, customer service call center, or other means provided in the utility's customer service regulations. The utility shall maintain a log of all customer complaints, assign a reference number to each complaint, and provide the reference number to the customer.

(e) Initial complaint disposition and relief. The utility is required to notify the claimant of the results of an investigation, an explanation for why relief was granted or denied, and how the relief amount was determined ("disposition"). Unless the claimant agrees to receive communications related to their complaint electronically or telephonically, the utility shall notify the customer in writing by mail to claimant's address via certified mail. In addition to the disposition, the utility shall notify the claimant of their right to appeal the utility's disposition of the initial complaint through CURO and provide a copy of the council-approved customer bill of rights.

(f) Initial complaint investigations

(1) Within two business days of receiving an initial complaint, the utility shall assign an investigator to review the complaint.

(2) The assigned investigator shall contact the claimant in accordance with the claimant's preferred means of contact no later than one business day after the investigator is assigned the complaint.

a. For all complaints, the investigator shall provide the claimant with a reference number for the initial complaint, the investigator's contact information, and a means by which the claimant may submit related documentation that supports the complaint. Additionally, for property loss claims, the adjuster shall provide the claimant with a proof of damage form to complete, any other forms required by the utility's service regulations, and a means by which the claimant may submit related documentation that supports the damage claim.

(3) The investigator shall attempt to contact the claimant at least twice. Each attempt shall be no less than 24 hours apart. After each unsuccessful attempt, the investigator shall provide their name, the name of the utility, a brief description of the matter, and a contact number. If the investigator is unable to reach the claimant, or the claimant does not respond within three business days of the second attempt, the utility shall provide a written communication to the claimant including the dates and method of attempted communication and the contact information to address their complaint.

(4) All complaints shall be deemed resolved if the claimant does not contact the investigator within seven (7) business days of receiving the written communication from the utility.

(5) Property loss claims resulting from loss of service or defective service. If the investigator finds the claimant is entitled to compensation, the utility may request additional routine documentation, including receipts and/or a qualified technician's report including photographs verifying inspection and identifying the scope of the damage(s). If the investigator finds the claimant is not entitled to compensation, the utility shall conduct a supervisory review of the adjuster's decision in accordance with the provisions of the customer service regulations regarding customer complaints.

(g) Complaint disposition.

a. If no site visit is required to investigate the complaint, the utility shall issue an investigation disposition within seven business days speaking with the complainant, not to exceed 12 business days from receipt of initial complaint.

b. If a site visit is required to investigate the complaint, the investigator will coordinate with the claimant to schedule a time for the site visit. The site visit should occur within 14 business days of the claimant's response to the investigator. The utility shall send the disposition to the claimant no more than ten business days after the site visit not to exceed 36 business days from receipt of initial complaint.

c. Complaint disposition and right to appeal. In the complaint disposition, the utility shall state clearly that an appeal must be filed within ten business days of the date the claimant receives the disposition of the complaint. The disposition shall include the rationale upon which the utility based its decision. The date provided on a return receipt from the United States Postal Service or a read receipt for electronic mail, shall be used as the date on which the claimant received the disposition and the date for establishing any appeal deadlines.

Sec. 158-12. - Appeals filed with the Council Utilities Regulatory Office.

(a) Right to appeal. A customer may appeal the outcome of an initial complaint by submitting an appeal request form electronically or in writing within ten business days of the date the claimant receives a notice of disposition or at any time during the complaint process if the utility is not responsive. The form for filing an appeal shall be made available online via the council's website, at the council utilities regulatory office, and all customer care centers.

(b) Appeal form. The appeal request form shall include:

(1) a written acknowledgement by the customer authorizing the utility to release any confidential customer information germane to the complaint to CURO and the appeal officer ,

(2) a clear statement of the dispute and, if known, identification of the customer service regulation(s) the customer alleges the utility has violated,

(3) a simple statement of the relief sought; and

(4) any other supplemental appropriate information the customer believes is relevant to the dispute.

(c) Determination of eligibility. CURO has five business days to review the appeal request for eligibility and to assign an appeal officer to oversee the appeal.

(d) Notice of appeal. Within five business days of determining an appeal is eligible for review pursuant to this article, CURO shall advise the affected utility an eligible appeal has been submitted provide a copy to the utility's designee(s).

(e) Utility answer. Within five business days of receiving the notice of appeal, the utility shall respond to CURO with any reports produced by the utility in connection with any investigation of the complaint, a copy of the complaint disposition, its position with respect to the allegations contained in the complaint, and any grounds that exist which constitute the grounds for the immediate dismissal of the appeal.

(f) Appeal officer.

(1) Appeals shall be heard by an appeal officer who may be an employee of CURO or a designee of the council. The appeal officer shall review the appeal request and related materials and arrange for a hearing, if necessary. The appeal officer shall make a finding as to whether the utility has violated the customer service regulations, including any of the customer's enumerated rights and, if necessary, recommend an appropriate remedy.

(2) The appeal officer shall have the authority to resolve appeals through settlement on terms that are mutually agreeable to all parties. Such settlements are encouraged and can occur at any time.

(3) The appeal officer shall also have the authority to dismiss summarily, and without hearing, appeal requests that are deemed frivolous or that are otherwise ineligible for hearing as set forth in Sec. 158-16. Where eligibility for hearing is raised by the utility as an issue, the determination of whether an appeal request is eligible for hearing shall be made by the appeal officer and a decision on the eligibility for hearing shall be made and issued within five business days of CURO issuing a notice of appeal.

(4) Where appropriate, the appeal officer may request technical assistance from the council's utility advisors.

Sec. 158-13. - Timing and notice of appeal hearing. Unless otherwise ordered by the appeal officer, hearings shall be held within 30 business days of CURO receiving the appeal. The appeal officer shall notify the claimant of the date of the hearing to the customer and the utility. The notice shall state the potential consequences of any failure to appear for the hearing. Notice shall be given via the claimant's preferred method of communication as provided on the complaint form, at least five business days prior to the hearing date, unless the parties agree to a shorter period. The hearing shall be held 9:00 a.m. to 5:00 p.m. on a business day at a location in the city or virtually, if both the claimant and utility consent.

Sec. 158-14. - Failure to attend hearing. If the claimant does not attend a hearing, the appeal officer may dismiss the complaint. If the utility fails to attend the hearing, the appeal officer shall~~may~~ find in favor of the customer.

Sec. 158-15. – Appeal hearing procedure. Claimants may represent themselves or be represented by counsel or any other person of their choosing. A claimant and the utility shall have the right to present evidence, call witnesses, question any witness, and present written materials and a summary of their positions. The appeal officer shall have the right to question any witness. The appeal officer shall have the discretion to limit any line of questioning to the relevant issues in dispute and to set an amount of time for the utility and the claimant to summarize their positions. The formal rules of evidence shall not apply; however, the appeal officer may exclude irrelevant or unduly repetitious evidence.

Sec. 158-16. - Restriction on appeal. Grounds upon which CURO will dismiss an appeal include, but are not limited to:

(a) The customer did not initiate a complaint that follows the procedures required for initial complaints as provided for in Sec. 158-11.

(b) The customer is disputing:

(1) the terms or denial of a deferred payment agreement voluntarily offered to the customer by the utility,

(2) the customer's financial ability to pay for utility services provided by the respective utility,

(3) a council-approved rate schedule, fuel adjustment clause, or purchased gas adjustment clause,

(4) an unlawful use of service, damage to utility equipment, unauthorized sale of utility service, or related violation of law,

(5) the right of the utility to collect for undercharged costs or charges assessed for an unlawful use of service, or for damage to utility equipment,

(6) the appeal request involves customer consumption and

A. as part of the initial complaint process, the customer's meter has been tested and has been determined to be accurate or

B. the customer has refused a meter test on the basis that they, in accordance with the service regulations, may be required to bear the cost of such test if the meter is found to be accurate,

(7) the denial or termination of utility service at issue was based on a danger to public health or safety,

(8) a matter subject to a court’s decision, or

(9) the application or amount of a security deposit, provided that the security deposit amount is in accordance with the customer service regulations.

Sec. 158-17. – Results of an appeal.

(a) Within 15 business days after the hearing or review period concludes, the appeal officer shall issue written findings which set forth whether the utility has violated the customer service regulations or the customer's enumerated rights, the basis for that conclusion, a remedy, or the terms of any settlement reached between the claimant and the utility while the appeal was under review.

(b) If a settlement is agreed to by the utility and claimant, the appeal officer shall indicate that the dispute was resolved without hearing and the claimant's right to hearing and the appeal officer's finding was waived.

(c) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the customer, the appeal officer may, for good cause stated in the finding, propose that the amount found outstanding be paid in installments, which installments over a period not to exceed 12 months.

(d) In appeals involving a billing dispute in which the appeal officer determines that all or part of the amount in dispute is owed by the utility, the appeal officer may, for good cause stated in the finding, propose a credit be applied to the customer's next bill. If the credit amount exceeds the next monthly bill amount, the remainder of the credit shall be applied for the subsequent month(s) until the credit is exhausted.

(e) In appeals involving property loss claims in which the appeal officer determines that the utility is responsible for damage to the customer's property, the utility must reimburse the claimant for the cost to repair or replace the damaged property, or the utility must replace the damaged property, and for the reasonable expenses of prosecuting the claim. If the utility replaces the damaged property, replacement property must be of same or similar quality as approved by the customer.

(f) Copies of the appeal officer's decision and the executed settlement agreement shall be sent to the claimant, the utility, and CURO.

Sec. 158-18. - Effect of appeal officer's decision. The appeal officer's decision shall be binding. Following the issuance of the appeal officer's decision, the utility and claimant may exercise any other rights or remedies they may have under the law.

Article III - Rules of Practice and Procedure for Regulatory Proceedings

Sec. 158- 19. - Purpose. The purpose of this article is to establish a system of practices and procedures to govern utility dockets and other proceedings before the council related to the regulation of utilities beyond the complaints covered by section 158-10. These rules govern the general practice and procedure for the institution, conduct, and determination of regulatory proceedings before the council. It is intended that such practices and procedures shall be construed liberally to permit the council to perform a thorough analysis of all filings and shall be construed to promote the maximum public disclosure of all information relevant to any proceeding governed by this article. Information is subject to a valid protective order governing the disclosure of highly sensitive protected materials ("HSPM") approved by the council. The only categories of protected materials are those designated explicitly in the council's protective order.

Division I—General Rules

Sec. 158-20. Administrative hearing officer.

(a) The council may appoint an administrative hearing officer to conduct all or any portion of a regulatory proceeding. The administrative hearing officer shall have full authority to make all rulings on jurisdiction or the admissibility of evidence, subject to the right of all parties to include in the record any objection to such ruling and subject to review by the council.

(b) If the administrative hearing officer becomes disabled, withdraws, is removed from employment, or from the regulatory proceeding at any time before the conclusion of the discharge of his duties, the council may appoint another such administrative hearing officer who may perform any function remaining to be performed without the necessity of repeating any proceedings theretofore had in the case. If the entire council is acting as examiner, then the presence of a quorum shall be sufficient to continue hearings into purely factual matters.

Sec. 158-21. Conduct and decorum. Every party, witness, attorney or other representative, and member of the public shall participate in all proceedings with proper dignity, courtesy and respect for the council, the clerk, and all other parties present. Disorderly conduct will not be tolerated. Attorneys and other representatives of parties shall observe and practice the standards of ethical behavior prescribed for attorneys by the Louisiana State Bar Association, the Louisiana Supreme Court, and the Code of Civil Procedure. Violation of this rule may subject any party, witness, attorney, or other representative to just, reasonable, and lawful disciplinary action as the council may lawfully prescribe including, but not limited to, exclusion from any proceeding.

Sec. 158-22. - Penalties for false or misleading representations. It shall be unlawful for any person to make, or cause to be made, any false or misleading representations of fact, whether intentionally or through negligence, in any filing in a regulatory proceeding under this article or in any proceeding before the council. Demonstrated violation of this section may result in a monetary penalty being assessed by the council on the offending party or parties.

Sec. 158-23. - Ex-parte communications ~~prohibited~~. ~~While a matter is the subject of a utility docket under this article, ex-parte communications between the council and parties to the utility docket regarding any aspect of the subject utility docket are strictly prohibited. An ex-parte communication is any message or statement to a councilmember or staff member serving in an individual councilmember's office, transmitted outside of an electronic communication to the docket's service list, and includes information pertaining to a utility docket on which the council has not issued a final order.~~ During the pendency of a proceeding under this article, no party of record shall engage in any ex-parte written communications with regard to any matter pending, with any councilmember or designated agency of the council. Any written communication related to active utility dockets must be submitted electronically to the appropriate service list or during the appropriate public meeting or technical conference to maintain transparency and fairness in the regulatory process. Ex-parte communication by a party may result in penalties as determined by

the council or the administrative hearing officer including disqualification of the communication and changes to the procedural schedule to allow parties to provide comment on the prohibited communication.

Sec. 158-24. - General communications. Any comments, letters, or filings that are not part of a utility docket shall be treated as general communication, unless otherwise ordered by the council or the administrative hearing officer.

Division II – Utility Dockets

Sec. 158-25. – Establishing a utility docket. A utility docket may be established by the council via a resolution in response to a request from a utility, a third-party, a governmental department, agency, or office ("applicant"), or as an independent action taken by the council. Whenever a utility docket is instituted, the initiating resolution shall assign a number to the utility docket, which shall consist of the letters "UD" followed by the last two numerals of the year in which the proceeding is instituted, followed by a hyphen and the number indicating the place the particular matter holds in the sequence of utility dockets instituted in that particular year, e.g., UD-25-01. Further, the initiating resolution shall assign an administrative hearing officer and establish a procedural schedule with deadlines by which participants must act.

Sec. 158-26. Show cause orders and contempt in regulatory proceedings.

(a) The council, either on its own motion or upon receipt of sufficient written complaints, may, in its sound discretion, at any time after legal notice to all interested parties, cite any person operating under its jurisdiction to appear before it in a public hearing and require him or it to show cause why his or its franchise or operating authority should not be revoked, suspended or amended, or why some other action available to the council be taken, for failure to comply with any applicable statute, order or the rules, rates, regulations or general order of the council.

(b) All hearings of such proceedings shall be conducted in accordance with the provisions of this article; provided that in any proceeding wherein the public interest may be seriously and adversely affected, or service to the public discontinued, the council may issue on its own motion a restraining order for purpose of protecting the public interest until the matter may be orderly heard and a decision rendered thereon.

Sec. 158-27. - Filings.

(a) All applications, petitions, complaints, motions, protests, replies, answers, notices, and other pleadings (referred to herein collectively as "filings") relating to any proceeding pending before the council under this article, shall be transmitted electronically to the clerk of council with a cover letter as provided for by council rules with copy to the service list.

All such filings shall be deemed filed only when submitted with a cover letter to the clerk and service list for the relevant utility docket in accordance with council rules.

(b) In the event a filing relates to an undocketed matter, the party should submit the filing electronically to the clerk as provided in the council's rules with copy to CURO.

(c) Filings related to undocketed regulatory matters shall be received by the council as a general communication.

Sec. 158-28. - **Archives**. The clerk shall keep electronic copies of documents filed in proceedings governed under this article filed and organized according to the docket number, if applicable, and in accordance with title 44 of Louisiana Revised Statutes, or its successor statute governing public records.

Sec. 158-29. - Service list. A service list, including all participants in a utility docket, shall be maintained by CURO. When making a filing the submitting party must provide an electronic copy to each member of the most current service list. A party requesting a change to the service list must submit the request in writing to CURO.

(a) Classification of participants.

(1) Participants in a regulatory proceeding are subject to classification or reclassification as a party or a stakeholder by CURO, regardless of errors in a party's self-designation in their filing.

(2) Parties. A party to a utility docket is a participant with a justiciable or administratively cognitive interest in the matter at issue in the docket. Parties may request to participate in a utility docket by submitting a motion to intervene which includes the party's interest in the docket's subject matter and otherwise meets the requirements set forth in Sec. 158-28. The following entities are parties to every utility docket unless otherwise ordered by the council:

a. the utilities

b. the city attorney

c. the applicant

d. a designee of the mayor, whose name and contact information shall be submitted electronically to CURO.

All parties are subject to discovery and any testimony or evidence submitted by the party or their representative is subject to cross examination.

(3) The council, as regulator, may designate legal or technical advisor(s), or otherwise necessary agent, to participate in utility dockets and to represent its interest as the utility regulatory body.

(4) Stakeholders. A stakeholder to utility docket is an entity desiring to receive information filed in the docket but does not wish to be treated as a party or does not have a justiciable or administratively cognitive interest in the matter at issue in the utility docket. As such, a stakeholder may not submit evidence or testimony nor are they subject to discovery requests. Further, a stakeholder may not view highly sensitive protected materials. A stakeholder may request to be included on the service list for a utility docket by submitting a motion to intervene which denotes that the entity wishes to participate as a stakeholder and otherwise meets the requirements set forth in Sec. 158-31.

Sec. 158-30. - Appearances personally or by representative. Any party may appear on their own or through a representative. The party's intervention shall identify the designated representative and a statement signed by the representative and the represented person or a registered agent of the represented organization.

Sec. 158-31. Form and content of filings.

(a) Classification of filings. Filings submitted to the council under this article shall be subject to appropriate re-classification, including as applications, protests, petitions, complaints, answers, prehearing orders, replies, or motions, and redesignation to the appropriate docket(s) as deemed necessary by CURO.

(b) Format. All filings in any proceeding shall, unless the council otherwise orders or permits, be double spaced, typed, and submitted electronically. Except as otherwise ordered or permitted by the council, all filings shall be formatted so as not to exceed a width of 8½ inches and a length of 14 inches and shall have inside margins not less than one inch wide. Whenever practical, all documentary exhibits shall conform to such requirements of size and margin. All filings shall contain the address and telephone number of the party submitting the document. If a party is represented by an attorney or other representative, the filing shall also include the name, business address and telephone number of such attorney or other representative. Attorneys shall also attach their state bar association number. A private or United States Post Office Box or drawer shall not constitute a sufficient address for the purposes of this section.

(c) Subject matter. The subject matter of all filings in any proceeding shall be limited to the scope of that proceeding. Any filing may be amended at any time upon motion, provided that the amendment does not broaden the scope of the subject filing.

(d) Content. All filings shall contain:

(1) a cover letter to the clerk as provided in the Council Rules,

(2) the docket number, if applicable,

(3) the name(s) of the filing party,

(4) a concise description of the ultimate facts relied upon by the filing party,

(5) a concise description of the type of relief, action or order desired by the filing party, and

(6) a copy of the most recent service list and a certificate of service on each party on the list.

(e) Incorporation by reference of council records. Any filing may adopt and incorporate any part of any document or entry in the official files and council records by clear and specific reference to the document to be incorporated. The incorporated document must be readily available for review. This provision shall not relieve any party of the necessity of alleging and providing in detail such facts as the council may deem necessary for the proper determination of a regulatory matter.

(f) Examination of filings for compliance. Upon submitting a filing to the clerk of council, as provided in Sec. 158-27, CURO shall examine the filing and determine if it complies with this article. If the filing does not comply with this article, CURO may return it to the party, with the reason(s) the filing was rejected. The party shall thereafter have the right to submit a corrected filing, provided that the time required to correct the filing does not result in the corrected filing being submitted after the deadline. If the time required to correct a filing would result in its submission after the deadline, the administrative hearing officer may determine that such delay is necessary to prevent injustice or to protect the public interest and welfare. Failure of CURO to return a filing shall not constitute a waiver by the council or any other party to object at a later time to the sufficiency of the filing.

Sec. 158-32. - Procedural schedule filing deadlines.

(a) Any filings related to an ongoing utility docket submitted after a procedural schedule deadline may be accepted or rejected subject to the discretion of the administrative hearing officer. Any filing rejected by the hearing officer shall be treated as a general communication and not included as part of the record.

(b) Unless otherwise provided, the time for submitting a filing, may be extended by order of the administrative hearing officer upon written motion duly filed with the clerk of council prior to the expiration of the applicable period of time for the filing, showing that there is good cause for such extension of time and that the need therefor is not caused by the inexcusable neglect, indifference, or lack of diligence of the party making such motion. A copy of any such motion shall be transmitted contemporaneously to all other parties of record to the proceeding and any additional recipients of service specifically designated by law.

Division III - Administrative Proceedings.

Sec. 158-33. – Discovery.

(a) Unless otherwise directed by the council or agreed to by the parties to the relevant proceeding, responses to data requests, interrogatories, requests for production of documents, or any other discovery requests ("discovery") shall be made on a rolling basis and shall be due in hand within ten (10) business days of receipt of a discovery request. Discovery requests shall be deemed received when transmitted by the requestor during hours of operation of the clerk.

(b) Any party of record shall avail himself of any discovery method authorized by the Louisiana Code of Civil Procedure.

(c) All objections to discovery requests shall be made in writing prior to the date on which a response is due. The hearing officer shall dismiss any objection made on or after the date on which a response is due unless sustaining the objection is necessary to prevent injustice or to protect the public interest and welfare.

(d) The council may publish general instructions for the production of responses to discovery requests in the URM.

Sec. 158-34. – Evidence.

(a) Admissibility. Any evidence which would be admissible under the general statutes of the state, or under the rules of evidence governing proceedings in matters not involving a trial by jury in the courts of the state, shall be admissible. Other evidence may be admitted by the council or the hearing officer if it is at all probative and relevant provided that the substantive rights of all parties are protected. The rules of evidence shall be applied liberally in any proceeding to the end that all probative and competent relevant evidence shall be conveniently, inexpensively, and speedily heard while preserving the substantive rights of the parties to the proceeding.

(b) Testimony. In all proceedings, testimony of a witness upon direct examination shall be prepared under oath and submitted in the following manner:

(1) Accompanied by a sworn attestation.

(2) Providing the identity of the witness, including name, business or personal address, place of employment and position held, reason for appearing, educational background, professional background and qualifications.

(3) Stating the purpose of the testimony and a summary of the conclusions in the testimony.

(4) In question-and-answer form, or upon written request and subject to approval by the hearing officer, presented in narrative form, using clear headers, which identify sections by subject matter.

Testifying witnesses shall be subject to cross-examination and the testimony may be subject to a motion to strike in whole or in part for ruling by the hearing officer.

(c) Exhibits**.**

(1) Form. Exhibits in documentary form shall be submitted electronically and attached to a brief statement of what the exhibit purports to show. Exhibits shall be limited to factual material relevant to the issue involved in a particular proceeding.

(2) Service. All exhibits shall be provided to the service list electronically as described in Sec. 158-29.

(3) Excluded exhibits. If an exhibit has been submitted, objected to and excluded, the hearing officer shall determine whether the party offering the exhibit will withdraw the offer, and if so, permit the return of the exhibit to the party. If the excluded exhibit is not withdrawn, it shall be given an exhibit number for identification and shall be included in the record as a proffer, together with the ruling of the hearing officer for the purpose of preserving the objection.

(4) After hearing. Unless specifically directed by the council, no exhibit will be permitted to be filed in any proceeding after the conclusion of the hearing.

(d) Briefs. Briefs shall be filed only when requested or permitted by the council or by the hearing officer in a proceeding. They shall conform, as near as possible, to the rules herein provided for form. The points involved shall be concisely stated, the evidence in support of each point shall be briefly summarized, and the argument and authorities shall be organized and directed to each point in a concise and logical manner. To the greatest extent possible, the general format and content of each brief shall be arranged and shall include such elements as are required by the Rules of the Louisiana Supreme Court.

(e) Offer of proof**.** If evidence is excluded by the administrative hearing officer, the party offering such evidence may be permitted to make an offer of proof by dictating or submitting in writing the substance of the proposed evidence prior to the conclusion of the hearing. Such offer of proof shall be sufficient to preserve the point for review by the council or on appeal. The administrative hearing officer may ask such questions of the party offering the evidence as is necessary to determine that the evidence is as represented in the offer of proof. An alleged error in sustaining an objection to questions asked on cross-examination may be preserved without making an offer of proof.

(f) Oral argument**.** Any party may request oral argument at any time prior to the certification of the administrative record, but oral argument shall be allowed only in the sound discretion of the administrative hearing officer or upon the agreement of the parties. A request for oral argument shall be submitted to the service list as described in section 158-26.

(g) . All rulings and/or orders made by the administrative hearing officer shall be made in writing and dated and signed by the hearing officer. All such rulings and orders shall be distributed to the service list and made a part of the administrative record.

(h) Reconsideration**.** In the event a hearing officer denies the admission of evidence, the offering party may request reconsideration. CURO will evaluate the request for reconsideration, the evidence, and the hearing officer's reasons for the rejection. If CURO finds substantial error of procedure, the evidence shall be deemed admissible subject to objects stated for the record.

Sec. 158-35. - Confidential materials. The council may adopt and from time to time modify protective orders relative to information that is deemed confidential and/or highly sensitive protected material ("HSPM"). The HSPM designation shall be the only confidential designation utilized in any proceeding unless the party requesting multiple designations can show good cause to either the council or the administrative hearing officer and the council or administrative hearing officer approve such designation. Other parties shall have the right to object to additional designations that would unduly limit access to information and the transparency of regulatory proceedings.

Sec. 158-36. - Technical conference. In the discretion of the council or the administrative hearing officer, the procedural schedule for a utility docket may include or be amended to include one or more technical conferences. A technical conference is a meeting of the parties to clarify and address the issues included within the scope of the docket. The agenda for a technical conference, including the order of presentations and the time allocated to each matter, shall be determined by CURO. The agenda shall be circulated to the service list no less than 48 hours prior to the technical conference. Materials presented and statements made during a technical conference are illustrative and shall not be included as part of either the evidentiary or administrative records of a docket unless expressly ordered by the council or the hearing officer.

Sec. 158-37. - Depositions. The taking of depositions in any proceeding shall be permitted or directed by the council or the hearing officer provided that the party requesting the deposition can present a sufficient reason as to why the witness's written testimony is not sufficient. Depositions shall be governed by the Louisiana Code of Civil Procedure.

Sec. 158-38. - Hearings. Whenever possible, and upon agreement of the parties, hearings as part of a utility docket or regulatory proceeding governed by this chapter shall occur as an exchange of documents ("paper hearing") rather than in-person.

(a) Prehearing conference. In any regulatory proceeding, the council or the administrative hearing officer may direct parties to meet prior to a scheduled hearing for the purpose of formulating issues and considering:

(1) how to simplify issues,

(2) the possibility of making any admissions or stipulations regarding matters of public record to avoid the unnecessary introduction of proof,

(3) hearing procedures,

(4) limiting the number of witnesses,

(5) time limits for presentations, and

(6) other matters to simplify the proceedings.

The decisions made by the parties during a prehearing conference shall be reduced to writings and circulated to all parties. Once all parties agree the document reflects the agreement of the parties, the agreement should be presented to the administrative hearing officer.

(b) Place and nature of hearings.

(1) Open to the public. In the event the council or the administrative hearing officer determine that an in-person hearing is necessary as part of a utility docket or regulatory proceeding governed by this chapter, the hearing shall be open to the public. The hearing shall be held in the council chamber unless the council permits the hearing be held in another location. If the hearing is not held in the council chamber, the space designated should be accessible to the public.

(2) Recorded. Whenever possible, hearings shall be broadcast on television and made available to stream live online. In the event a hearing cannot be broadcast live or live streamed, CURO shall make every effort to record the hearing and made available for rebroadcast and streaming within 72 hours of the hearing.

(3) Notice. Hearings shall be noticed as a public meeting as described in state law governing open meetings.

(4) Reporters and transcripts. In the event the council determines a transcript is necessary, the council may employ transcription services. The transcribing entity will be permitted to create a transcript from a recording of the proceeding if a court reporter or stenographer did not attend the hearing.

(c) Order of procedure. At the start of a hearing the hearing officer shall direct all parties to enter their appearances on the record. The council or administrative hearing officer shall determine at what stage intervenors shall be permitted to offer evidence.

Sec. 158-39. – Evidentiary and administrative records. At the conclusion of every procedural schedule for a utility docket the hearing officer shall certify an evidentiary record and an administrative record of the proceeding. The evidentiary record shall consist of all filings accepted, including but not limited to, all testimony and evidence provided, and shall serve as the basis upon which the council issues any order in the docket proceedings. The administrative record shall consist of all other filings accepted by the hearing officer that do not form a part of the evidence

presented. Public comment provided during a meeting of the council shall not be included as part of the administrative record unless expressly stated in the procedural schedule.

Sec. 158-40. Form and content of orders.

(a) All orders of the council shall be in writing and adopted by the affirmative vote of all members of the council.

(b) After an order has been passed, certified copies shall be distributed to the service list as soon as possible.

(c) The dispositions may be incorporated either in the body of the order or by reference to the official record.

(d) All orders shall go into effect upon adoption by the council unless otherwise stated.

Sec. 158-41. Agreements to be in writing. No stipulation or agreement between the parties regarding any matter involved in any proceeding before the council under this article, shall be enforced unless it shall have been reduced to writing and signed by the parties or the representatives authorized hereunder to appear for them and approved by the council.

Sec. 158-42. Notice of service of filings in other forums. Whenever the owner or operator of a public utility regulated by the council files, or participates in the preparation of a document, report, or causes a document, report, or application to be filed with a state public service or public utility commission, the Federal Energy Regulatory Commission ("FERC"), the Securities and Exchange Commission of the United States, the Nuclear Regulatory Commission of the United States or any other body, which regulates in whole or part the utility or utility-related activities and operations of utilities, or which regulates in whole or part companies which own or operate such utilities, the owner or operator or such public utility shall, within one day of filing such document, report, or application, electronically submit a copy of such filing and written notice to the clerk with copy to CURO and the council's utility advisors.

Division IV—Applications for a Change of Rates, Tariffs, or Services.

Subdivision I- In General

Sec. 158-43. - Purpose. Rate cases are proceedings used to address the costs of operating and maintaining a utility system, the allocation of those costs among customer classes, and the recovery of the allocated costs through changes in tariffs and/or rates.

Sec. 158-44. – Applicability. The standard filing requirements shall apply to all utilities under the supervision, regulation and control of the council and to all applications made by them.

Sec. 158-45. - Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affiliate(s) means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a utility. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement, and whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contracts or any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing five percent or more of the aggregate number of the issued and outstanding voting securities of any domestic public utility.

Cost allocation manual means the manual that sets out a utility's costs allocation policies and related procedures and provides an accurate account of the methods used to allocate the utility's investments and expenses, and non-retail sales revenues that flow between the utility and its affiliate(s).

Cost of service means the total cost of providing service to jurisdictional customers, defined by customer class, as determined by a cost-of-service study which allocates the utility's total costs, representing the utility's revenue requirement, to customer classes.

Effective date means the date on which a rate application filed pursuant to this article is proposed to become effective as an approved rate schedule.

Formula rate plan means a procedure by which rate schedules for a utility may be periodically adjusted based on an established evaluation of the utility's current revenue requirement relative to current revenues.

Gross revenue conversion factor means the factor which, when multiplied times a dollar of operating income, yields the amount of revenue needed to produce that dollar of income after allowing for state and federal income tax and revenue tax.

Period I means the most recent 12 consecutive months, or the most recent calendar year, for which actual data is available, the last day of which is no more than nine months prior to the date of the filing of the application.

Period II means the 12 consecutive months immediately following the end of Period I.

Pro-forma adjustments means adjustments made to identify and illustrate the impact of known and measurable changes made to Period I and Period II based upon actual data during the year.

Projections means estimated results of operations based only upon known facts or reasonable assumptions that can be quantified concerning future events.

Rate schedule means a schedule of rates and conditions for a specific classification or for other specific service.

Rate Case means a proceeding related to a change in electric and gas rates, new services, and new rate schedules applicable to electric and gas service.

Tax expansion factor means the value that when multiplied by a specified value for operating income, yields the tax expense correlated to the revenue needed to produce that dollar of operating income.

Test period means a 12-month period consisting of Period I or Period II used to demonstrate the need for additional revenue and to evaluate the effects of the proposed change in rates.

Uniform system of accounts means the uniform system of accounts as promulgated by the FERC as of the date the filing is served.

Working capital means an allowance for cash, materials and supplies, fuel stock, and prepayments.

Sec. 158-46. - Filing of application to change rates or services.

(a) The filing requirements established in this division shall govern application to change rates or services ("applications").

(b) A utility may request to change rates or service by submitting its application electronically to the clerk of council with copy to CURO and in accordance with filing requirements under this article. The application shall include a summary of the utility's requested change to rates or services, including potential bill impacts for typical usage customers in each rate class.

(c) All statements, schedules, spreadsheets, and working papers included in the filing and used in support of the application(s), or contained in discovery responses, shall be provided in an operable electronic format, i.e. models and spreadsheets are to be provided with formulae intact and source data included. To the extent electronic data is provided in PDF format, the PDF shall not contain any security settings that limit the usability or the extraction of data.

(d) Electronic data shall include any work sheets linked to the calculations or any data utilized in the performance of the calculations. The related and relevant data must be provided in a format usable by the council.

(e) All information required by these standard filing requirements, or any other applicable law, ordinance, or order and/or rule of the council shall be included in and/or attached to the application at the time it is filed and served. The fact that any information or data is required by this article shall not be construed as a statement of or evidence of regulatory policy or as an endorsement of any concept, principle, methodology, or allowance, hitherto, presently, or in the future employed or proposed to be employed in this or any other jurisdiction in the calculation of rate base, rate of return, revenue requirements, rate design, or any other aspect of regulation of rates and services.

(f) An application for a waiver under Sec. 158-52 shall be included with any application for a change in rates.

(g) Acceptance of applications.

(1) Deficient applications. Where deficiencies are noted by the council, its designees, or CURO the filing shall be deemed as accepted on the dates that such deficiencies are cured and approved by the council or when the council has granted a waiver to the standard filing requirements. When filing deficiencies have been noted by the council, its designees, or CURO, and the utility has corrected the deficiencies, the council, its designees, or CURO shall notify the utility at the earliest practicable date that the filing has been accepted.

(2) Accepted applications. Where no deficiency is noted by the council, its advisors, or CURO, within 14 days of the date the filing is served, the filing shall automatically be deemed as accepted beginning on the 15th day following such date.

Sec. 158-47. - Council review of applications. Upon acceptance, the council shall have 12 months in which to review the filing and to render a determination as to the proper rates to be charged by the utility. If the council has not made this determination by 12 months plus one day after the date of acceptance, the rates as submitted by the utility in the accepted filing shall become effective subject to refund. During the period when the rates are being collected subject to refund, the utility shall keep an accurate account of all amounts received under the increased rates, including:

(a) the monthly billing determinants of gas, heat, electricity, and power sold and delivered to each purchaser; and

(b) the amount of revenue collected from each customer class that is in excess of the amount that would have been collected using the rates in effect immediately prior.

If, after the utility has implemented rate relief, the council determines that the utility is entitled to a different amount of relief, the utility shall compute the amount of revenue to be refunded or collected and shall present to the council within 60 days of such council determination a plan to make the customers and the utility whole. The council shall then authorize refunds or surcharges or both so that the level of revenue collected equals that determined by the council to be appropriate. Interest on the revenue to be refunded shall be charged at an average prime rate for each calendar quarter. The applicable average prime rate for each calendar quarter shall be the arithmetic mean, to the nearest 0.01 percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's Selected Interest Rates (Statistical Release G. 13), for the fourth, third, and second months preceding the first month of the calendar quarter. Interest shall be compounded quarterly. The costs of effecting the refunds shall not be deducted from the amounts refunded.

Subdivision II - Technical Procedure and Requirements

Sec. 158-48. - Filing standards. All applications filed pursuant to this article shall provide the information necessary to permit a thorough analysis of the utility's application. If the utility

believes that additional information is necessary to support its application or is proposing a position that requires a departure from the basic exhibits, the utility shall provide supplemental information as considered necessary. Each utility shall provide the required information on appropriate schedules and provide an index and references to these schedules. Any additional exhibits submitted by the utility shall be clearly identified and filed within the appropriate section as hereinafter established.

Sec. 158-49. - Supplemental information. In addition to the information required by the filing requirements described in Subdivision I, the council has the authority to require supplemental information necessary to fulfill and/or satisfy the purposes of this Article II, as previously set forth. If any supplemental information requests are considered necessary, the utility shall respond to such requests within 30 days after receiving such a written request, or within such additional period as the council, for good cause shown, may allow. Unless otherwise ordered by the council, the filing of supplemental information shall comply with the requirements of Sec. 158-48.

Sec. 158-50. - Work papers. A utility shall submit all work papers related to data which support the test period. The utility shall provide a full explanation of the bases for all adjustments. Upon request by the council's utility advisors or CURO, the utility shall provide a full explanation for any estimates and, if such adjustments or estimates are based on a regularly prepared corporate budget, shall include relevant excerpts from such budget. Where applicable, work papers and documents containing additional explanatory material shall be cut or folded to letter size, shall be assigned page numbers, and shall be marked, organized and indexed according to subject matter, the cost-of-service statements to which they apply, and the witness sponsoring the statement. Said work papers shall be submitted in an electronic format in accordance with the requirements of Sec. 158-48.

Sec. 158-51. - Uniform system of accounts. Where applicable, exhibits, schedules and work papers shall be prepared in accordance with the uniform system of accounts as prescribed by the federal regulatory agency responsible for that type of utility. In the case of electric and gas utilities, the uniform system of accounts used shall be that prescribed by the FERC, or its functional successor in the United States Government, except as otherwise specifically permitted or requested by the council, the council's utility advisors, or CURO.

Sec. 158-52. - Waiver of requirements.

(a) If any information required by these standard filing requirements cannot be provided or is not applicable to a particular utility, such utility shall submit electronically to the clerk of council, with a copy to CURO, a written application for a waiver of the requirement(s) with which it cannot comply or which is not applicable, at the time of filing the application. The waiver shall include specific reasons for the inapplicability of such information, or the inability of the utility to provide this information and shall be filed in accordance with the requirements of Sec. 158-48.

(b) The council may approve or deny the request for waiver by resolution. If the council denies the request, the utility shall file the information, which is the subject of the denied waiver request, to the clerk with a copy to CURO within 15 days unless the council designates a longer time.

(c) If the utility fails to cure the deficiency, which was the subject of a denied waiver application, in the period allowed the application shall be deemed rejected.

Sec. 158-53. - Suspension of filing requirements. In its sound discretion the council may suspend the operation of any provisions of this article or modify them instanter to the extent authorized by law, or after such proceedings and upon such conditions as it finds to be just and practicable, provided that any such suspension and modification shall be consistent with provisions of the home rule charter of the city.

Sec. 158-54. - Public notice.

(a) When a utility files an application for a change of rates or service, the clerk of council shall publish the summary provided with the application in the official journal. The utility shall pay the cost of publication.

(b) The utility shall make the application available on the utility's website.

(c) The provisions of this section are mandatory. Nonetheless, compliance with the provisions of this section by a utility shall not be deemed a procedural prerequisite to the consideration or final disposition of any application filed under this article. No deficiency in the language of any cover sheet, advertisement or summary required by this section shall create a right in favor of any person to delay the progress of any proceeding initiated by an application filed under this article, nor shall any such deficiency create a basis for the invalidation or setting aside of any order issued by the council in order to dispose of the proceeding.

Sec. 158-55. - Technical filing requirements. Each application for a change in rates or service under this division shall satisfy the requirements enumerated in this section. Specifications for these requirements can be found in the URM available on the council's website.

(a) General utility data:
    (1) Charter or other business organization document.
    (2) Most recent balance sheet.
    (3) Utility property.
    (4) Retained earnings analysis.
    (5) Construction program statement.
(b) Revenue related data.
(c) Rate-base related data.
(d) Income statement data.
(e) Data related to the cost of capital.

(f) Financial statements and statistical data.
(g) Data related to cost of service.
(h) Allocation of affiliate costs.

Subdivision III- Formula Rate Plans.

Sec. 158-55. - Purpose. The formula rate plan ("FRP") is an intermediary mechanism by which the utility can implement rate adjustments more frequently under council review based on a predetermined formula during the period between utility rate change application filings.

Sec. 158-56. –Formula rate plans.
As part of a general rate case, the council may approve a request from a utility to implement a FRP in connection with setting new rates for the requesting utility**.** Subject to the council's approval, a procedure to conduct the FRP shall be included in the utility's electric or gas formula rate plan rider schedule as applicable.

(a) Procedural schedule. The procedural schedule governing proceedings related to formula rate plans, including deadlines for filing the evaluation report and proposed rate adjustments and for the review period, shall be determined as part of the rate case and included in the utility's electric or gas formula rate plan rider schedule approved by the council.

(b) Procedural schedule amendment. When applicable and for good cause shown and as required by the circumstances of the proceedings, the council or an administrative hearing officer may change or amend the dates established in the schedule set.

(c) Deficiencies in applications. In the event of one or more disputes regarding deficiencies in an evaluation report, the dispute may be referred to a hearing officer for an administrative hearing and a subsequent decision by the council.

Division V – Generation Resource Programs

Sec. 158-57. – Integrated resource plan. The integrated resource plan ("IRP") is a triennial process that assesses the energy resources available to meet the electric service needs of the city of New Orleans and ensures that changes in customer demands and environmental conditions are addressed effectively and presented in a final IRP report filed by the utility. The goal of the IRP is to identify the optimal set of resources to meet the current and future electric service needs of the city, at the lowest total cost to customers and utility, in a manner consistent with the public interest and the council's energy policy goals. The expected combination of costs, reliability, risks, and uncertainty are all considered in this process.

(a) Procedural Overview. The minimum procedural schedule requirements for an IRP shall be as follows:

(1) Initiating resolution. The council adopts an initiating resolution outlining the IRP process, intervenor and public participation, policy objectives, procedural schedule, and any other matters deemed necessary by the council. The IRP process shall include an opportunity for intervenors to participate in the concurrent development of inputs and assumptions for the major components of the IRP in collaboration with the utility within the confines of the IRP timeline and procedural schedule.

(2) Public Meetings. CURO shall schedule at least three (3) public engagement meetings. The meetings will be advertised at least thirty (30) days prior to the public technical conferences. A description of the meetings to be scheduled are as follows:

A. Public meeting 1: An initial meeting that describes the IRP process including the purpose of the IRP and procedural timelines.

B. Public meeting 2: The utility presents its IRP as filed.

C. Public meeting 3: Dedicated to public comment on the utility's IRP report.

(3) Technical Meetings. CURO shall schedule at least four (4) technical meetings in which parties will be able to discuss the major IRP components, including present inputs and assumptions, provide comments, and attempt to reach consensus.

(4) Additional information related to this Division is contained in the IRP rules section of the URM.

(a) Policy objectives for IRP consideration. In addition to the analysis components described above, the IRP incorporates policy objectives as determined by the council including, but not limited to:

(1) The renewable and clean portfolio standard ("RCPS") program. To pursue reductions to carbon emissions, improve the health and quality of life of the citizens of New Orleans, and to reduce the city's impact on climate change, compliance with the council's RCPS should be incorporated into the planning strategy reflecting known utility regulatory policy goals of the council.

(2) Energy Smart Program kW and kWh reduction goals. Upon the conclusion of the utility's IRP report filing, the utility should include, for evaluation by CURO, council advisors, and intervenors, Energy Smart Program goals of increasing the projected annual kWh savings at a rate equal to a percentage of kWh sales and reducing the utility system peak load.

(3) Transmission and distribution planning. Transmission and distribution planning should be more fully integrated into the IRP process to ensure that transmission and distribution solutions be considered as alternatives to supply-side and demand-side resources are evaluated, and that any reliability concerns and customer-owned distributed energy resources are addressed.

(4) Optimization software. To ensure that demand-side resources are compared equally with supply-side resources in all IRPs, all supply-side and demand-side resource alternatives should be made available to the utility's select optimization engine concurrently such that the optimization software can choose an optimal combination of resources.

Sec. 158-58. Renewable and Clean Portfolio Standard. The goal of the renewable and clean portfolio standard ("RCPS") as established by the council requires the electric utility to reach "net-zero" emissions in its generation facilities in 2040 and to eliminate the use of all carbon-emitting generation resources by 2050. In addition, RCPS seeks to ensure that the city has a safe and reliable power supply at a reasonable cost while retaining as much flexibility as possible to employ a wide range of currently known and yet to be developed zero carbon-emissions energy technologies.

(a) Periodic review. The council's RCPS rules and procedures are set forth more fully in the URM and are formulated to ensure that the RCPS continues to meet the council's review process in the RCPS rules at least every five years. Such review shall consider a wide array of relevant factors, including, but not limited to:

(1) Progress made toward ultimate and interim goals.

(2) Developments in climate science.

(3) Impacts on customers.

(4) Technological developments, market developments, and progress on actual emissions reductions of the utility's portfolio.

At the conclusion of each such review, the council will decide whether the RCPS remains appropriate for the city or whether it requires modification. Any modification may be made by resolution by the council revising, changing, or updating the RCPS rules to implement the findings and conclusions of the council's periodic review.

Sec. 158-59. Community Solar Program.

(a) Overview. The council's community solar program ("CSP") provide the method by which subscribing customers may utilize large-scale solar facilities to offset their energy usage. The rules governing CSP are detailed in the URM.

(b) Policy objectives and enforcement. The CSP is intended to increase subscriber credits and the growth of community solar generation facilities to their approved limit while providing protection for ratepayers from undue burden while considering the stated benefits and costs of community solar.

Division VI—Mergers, Sales, and Acquisitions

Sec. 158-60. -In general. In addition to the rules of practice and procedure for regulatory proceedings set forth in this article, the procedures set out in this division shall apply to proceedings initiated in connection with mergers, sales, and acquisitions of utilities regulated by the council.

Sec. 158-61. - Procedural overview. Each merger, sale, and acquisition shall commence with an initiating resolution establishing the procedural schedule, policy objectives, and any other matters deemed necessary by the council.

Sec. 158-62. - Minimum filing requirements. In determining whether a merger, sale, or acquisition is in the best interest of the ratepayers, the council will review the following and decide based on a set of enumerated factors. As such, in addition to the requirements set forth above in Article II, a utility requesting approval of a merger, sale, or acquisition, shall address each of the elements listed below in its request:

(a) whether the transfer is in the public interest;

(b) whether the purchaser is ready, willing, and able to continue providing safe, reliable, and adequate service to the utility's ratepayers;

(c) whether the transfer will maintain or improve the financial condition of the resulting utility;

(d) whether the proposed transfer will maintain or improve the quality of service to utility ratepayers;

(e) whether the transfer will provide net benefits to ratepayers in both the short and long term as well as provide a ratemaking method that will ensure — to the fullest extent possible — that the ratepayers will receive the forecasted short and long term benefit;

(f) whether the transfer will adversely affect competition;

(g) whether the transfer will maintain or improve the management of the resulting utility doing business in the city;

(h) whether the transfer will be fair and reasonable to the affected utility employees;

(i) whether the transfer would be fair and reasonable to the majority of all affected utility shareholders;

(j) whether the transfer will be beneficial on an overall basis to city and local economies and to the communities in the area served by the utility ;

(k) whether the transfer will preserve the jurisdiction of the council and the ability of the council to effectively regulate and audit the utility's operations in the city;

(l) whether conditions are necessary to prevent adverse consequences which may result from the transfer;

(m) the history of compliance or noncompliance that the proposed acquiring entity or principals or affiliates have had with regulatory authorities in this city or other jurisdictions;

(n) whether the acquiring entity, persons, or corporations have the financial ability to operate the utility system and maintain or upgrade the quality of the physical system;

(o) whether any repairs and/or improvements are required and the ability of the acquiring entity to make those repairs and/or improvements;

(p) the ability of the acquiring entity to obtain all necessary health, safety and other permits;

(q) the manner of financing the transfer and any impact that may have on encumbering the assets of the entity and the potential impact on rates; and

(r) whether there are any conditions which should be attached to the proposed acquisition.

CARRIE R. TOURNILLON, PARTNER
PH 504.585.3056
CARRIE.TOURNILLON@KEANMILLER.COM

October 17, 2025

VIA ELECTRONIC MAIL (clerkofcouncil@nola.gov)

Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

In Re: Rulemaking to Revise Chapter 158 of the Code of Ordinances,
Docket UD-25-01
KM File No. 7717-41

Dear Clerk:

Enclosed please find for electronic filing, Air Products and Chemicals, Inc.'s ("Air Products") Initial Comments in the referenced docket. As confirmed with your office, the requisite original and number of hard copies are not mandatory to formalize this filing in the docket.

Should you have any questions regarding the above, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

Carrie R. Tournillon

CRT:tp
Enclosure

cc: Official Service List for UD-25-01 (via electronic mail)

BEFORE THE

NEW ORLEANS CITY COUNCIL

IN RE: RULEMAKING TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES.

DOCKET NO. UD-25-01
October 17, 2025

AIR PRODUCTS AND CHEMICALS, INC.
INITIAL COMMENTS

Air Products and Chemicals, Inc. ("**Air Products**") respectfully submits initial comments to the Council of the City of New Orleans ("**Council**") regarding proposed changes to Chapter 158 of the Code of Ordinances ("**Chapter 158**"). Air Products comments are very limited, addressing only the proposed change in the *ex parte* prohibition included in Section 158-23. Pursuant to Council Resolution R-25-407, Air Products' comments are timely filed.

Discussion of Section 158-23

Air Products is an industrial company located in New Orleans who purchases electricity from Entergy New Orleans, LLC ("**ENO**"). Like other non-residential customers of ENO, Air Products is affected by decisions of the Council and its relationship with councilmember is important to it. Air Products also regularly participates in utility dockets before the Council. As a large purchaser of electric from ENO, reliable electric service at the lowest reasonable cost is very important to Air Products and the ability to engage with ENO, the Advisors, the Council and other parties in those proceedings is likewise important to Air Products. Thus, it is important to Air Products to be able to have dialogue with councilmembers, including with respect to utility dockets, while also being able to participate as a party in those dockets. As proposed, Section 158-23 of the revised Chapter 158 does not allow for this.

The new *ex parte* provision would be prejudicial to those stakeholders who spend time and resources participating in a utility docket, as the broad prohibition of both written and verbal

communications with councilmembers applies only to *parties* in a docket. Non-parties would not be prohibited from engaging in any form of *ex parte* communications with councilmembers (written or verbal) under the proposed ordinance change. Thus, a non-party would have a right of access to councilmembers that parties do not have, which is unfair and prejudicial to stakeholders such as Air Products who find it important to be engaged in the process of utility proceedings.

In addition, Air Products submits that a total prohibition on sharing written information with councilmembers regarding a proceeding is overly strictive. To the extent written information is sourced from a document that has been filed in the docket, it would already have been served on the parties to the proceeding, subject to potential confidential limitations, and made available to the public via the agenda of the Council Regular Meetings that are posted on the Council website. Parties to a proceeding should not be prohibited from using written materials in meetings with councilmembers when such information is available in the administrative record of the docket.

Air Products respectfully requests the following changes to Section 158-23, which are also provided in Attachment A, hereto.

> **Sec. 158-23. - Ex-parte communications prohibited.** While a matter is the subject of a utility docket under this article, ex-parte written communications between the council and parties to the utility docket regarding any aspect of the subject utility docket are strictly prohibited. An ex-parte written communication is any ~~message or statement to a councilmember or staff member serving in an individual councilmember's office, transmitted outside of an electronic communication to the docket's service list, and includes~~ substantive information provided in writing to a councilmember pertaining to a utility docket on which the council has not issued a final order when the information is not contained in or sourced from information that is part of the administrative record of the docket. Any such written ex parte communication ~~related to active utility dockets must~~may be required to be submitted electronically to the appropriate service list or during the appropriate public meeting or technical conference to maintain transparency and fairness in the regulatory process.

> Written ~~E~~ex-parte communication by a party may result penalties as determined by the council or the administrative hearing officer including disqualification of the communication and changes to the procedural schedule to allow parties to provide comment on the prohibited communication.

WHEREFORE, Air Products respectfully requests the Council consider and incorporate the proposed changes to Section 158-23, discussed above. Air Products looks forward to reviewing and responding to initial comments filed by the other Intervenors in this proceeding.

RESPECTFULLY SUBMITTED:

Randy Young (#21958)
Carrie R. Tournillon (#30093)
KEAN MILLER LLP
Post Office Box 3513
Baton Rouge, LA 70821
(225) 387-0999
Attorneys for Air Products and Chemicals, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has been served by electronic delivery to the Clerk of Council and all known parties of record on the Official Service List.

New Orleans, Louisiana this 17th day of October, 2025.

Carrie R. Tournillon

Sec. 158-23. - Ex-parte communications prohibited. While a matter is the subject of a utility docket under this article, ex-parte written communications between the council and parties to the utility docket regarding any aspect of the subject utility docket are strictly prohibited. An ex-parte written communication is any ~~message or statement to a councilmember or staff member serving in an individual councilmember's office, transmitted outside of an electronic communication to the docket's service list, and includes~~ substantive information provided in writing to a councilmember pertaining to a utility docket on which the council has not issued a final order when the information is not contained in or sourced from information that is part of the administrative record of the docket. Any such written ex parte communication ~~related to active utility dockets must~~may be required to be submitted electronically to the appropriate service list or during the appropriate public meeting or technical conference to maintain transparency and fairness in the regulatory process. Written ~~E~~ex-parte communication by a party may result penalties as determined by the council or the administrative hearing officer including disqualification of the communication and changes to the procedural schedule to allow parties to provide comment on the prohibited communication.

ATG Licensing Consultants
A Louisiana Limited Liability Company
1524 Edwards Avenue
Suite 5
Harahan, Louisiana 70123
Telephone: (504) 915-5953

E-Mail: christy@atglicensing.com

October 7, 2025

BY HAND DELIVERY
City of New Orleans
Clerk of Council
1300 Perdido Street
Room
New Orleans, Louisiana 70112

RE: ***Request for Extension of Time--Conditional Use***
2GETHER LLC
4730 Freret Street
New Orleans, Louisiana 70115
Zoning Docket Number: 22/23
Ordinance Calendar Number: 34,363

2025 OCT 7 3:52PM

To Whom It May Concern:

In accordance with Article 4, Section 4.3.H of the Comprehensive Zoning Ordinance (CZO) of the City of New Orleans, please allow this letter to serve as a request for an extension of time of one year to submit the final site plan for approval by the City Planning Commission in connection with Conditional Use referenced above. Pursuant to applicable provisions of the CZO, an administrative extension of time until October 19, 2025, was previously granted by the Executive Director of the City Planning Commission (CPC). See attached Letter.

The developer requires additional time to finalize the site plan for final consideration and approval by the CPC, and subsequent recordation. Because of design changes the developer has been making in response to input from the CPC and unexpected changes to their design team, additional time is required.

The Conditional Use Ordinance (Calendar No. 34,363; 29548 M.C.S) was adopted by the City of New Orleans City Council on October 19, 2023, and approved by the Mayor on October 26, 2023. A Certified copy of the Ordinance is attached for your ease of reference.

Thank you very much for your consideration of this request.

Should you have any questions or require any other information, please do not hesitate to contact me at (504) 756-3173 or by email at christy@atglicensing.com.

Very truly yours,

ATG LICENSING CONSULTANTS, LLC

BY: _____

Christy Turner

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR.
DEPUTY DIRECTOR

October 8, 2024

2gether, LLC
4730 Freret Street, New Orleans, LA 70115

Re: Zoning Docket 022-23, Ordinance No. 29,686 M.C.S.

Dear 2gether, LLC:

As per Article 4, Section 4.3.H(2)(a) of the Comprehensive Zoning Ordinance, the Executive Director of the City Planning Commission may extend the time for expiration of a conditional use approval for a period not to exceed one (1) year upon a showing of good cause by the applicant. We are in receipt of the attached letter dated **October 8, 2024**. The City Planning Commission has no objection to your request for an extension to extend the deadline to record the plans for the above conditional use to **October 19, 2025.**

Please submit your drawings as soon as possible depicting compliance with the approved final ordinance which will allow for the completion of your zoning request. Any additional extension shall require a determination by the City Council in accordance with the procedures set forth in the Comprehensive Zoning Ordinance.

Sincerely,

Robert D. Rivers
Executive Director

RDR/hm

ORDINANCE

(AS AMENDED)

CITY OF NEW ORLEANS

CITY HALL: August 24, 2023

CALENDAR NO. 34,363

NO. 29686 MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS

AN ORDINANCE to establish a conditional use to permit a standard restaurant over 5,000 square feet in an HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 581, Lots A and B, in the Sixth Municipal District, bounded by Freret Street, Upperline Street, LaSalle Street, and Valence Street (Municipal Address: 4730 Freret Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 22/23 was initiated by 2gether, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended denial of a conditional use in its report to the City Council dated June 5, 2023, presented in **Zoning Docket Number 22/23;** and

WHEREAS, the recommendation of the City Planning Commission was overruled, and the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to eight (8) provisos as stated in Motion Number M-23-332 of the Council of the City of New Orleans on July 27, 2023.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a standard restaurant over 5,000 square feet in an

HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 581, Lots A and B, in the Sixth Municipal District, bounded by Freret Street, Upperline Street, LaSalle Street, and Valence Street (Municipal Address: 4730 Freret Street)is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

1. The developer must indicate in their final plan compliance with the standards for bulk and yard regulations found in **Article 12, Section 12.3.A.1 (Table 12-2)** of the Comprehensive Zoning Ordinance.
2. The developer shall comply with the standards of the building design standards for the Historic Urban Neighborhoods Non-Residential Districts found in **Article 12, Section 12.3.B**, by modifying the plans with the following changes:
    a. Combine the mass of the six (6) small buildings into a larger building and shift the building footprint so that the structure is built to the corner of Freret and Upperline Streets,
    b. Provide a clearly identifiable entry from the sidewalk at the corner,
    c. Provide a minimum of fifty percent (50%) transparency along Freret Street, and
    d. Provide a minimum twelve feet (12 ft) ceiling height for ground floor commercial space.
3. The plans submitted to the City Planning Commission for final approval shall show that any off-street parking spaces are compliant with the requirements as set forth in **Article 22, Section 22.8.C** of the Comprehensive Zoning Ordinance.
4. The developer shall comply with the standards of **Article 20, Section 20.3.ZZ.12** by providing updated floor plans with a holding bar that does not exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum

area of three hundred (300) square feet, including the service area behind the bar. The developer shall comply with the standards of **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance:

a. A restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

   i. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on premises.

   ii All restaurants serving alcoholic beverages shall provide exterior security cameras.

b. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

c. If a restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. Onsite micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

d. Standard restaurants shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three hundred (300) feet of the proposed location.

e. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.

f. All restaurants that serve alcoholic beverages are limited to the following hours of operation (see also Table 20-2: Restaurant Hours of Operation Regulations). No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers. These limitations do not apply to restaurants that serve alcoholic beverages in the Vieux Carré Districts, the CBD Districts, and in the C-1, C-2, C-3, LI, HI, MI, BIP, MU-2, EC, MC, and LS Districts.

i. Sunday thru Wednesday: from 6:00 a.m. to 10:00 p.m.

ii. Thursday thru Saturday: from 6:00 a.m. to 12:00 a.m. (midnight).

iii. Other hours may be approved through the conditional use process.

g. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

h. Standard restaurants with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.

i. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

j. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.

k. Restaurants with drive-through facilities are subject to the standards of this Article. Standard restaurants with live entertainment – secondary uses are also subject to the standards of this Article. Drive-through facilities and live entertainment – secondary uses are considered separate principal uses and subject to separate approval.

l. A holding bar is permitted only for a standard restaurant. The holding bar is an accessory use to the principal use of a standard restaurant. The holding bar is an area of a restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following:

i. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. (See Figure 20-1: Restaurant Holding Bar.) If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.

ii. The holding bar shall only be open to the public while food is being served in the restaurant's dining room.

iii Through the conditional use process, the City Council may grant a variance to increase in the square footage of the holding bar area. Such

variance cannot exceed twenty-five percent (25%) of the public seating area of the restaurant.

m. There shall be no cover charge to enter a restaurant.

5. The plans submitted to the City Planning Commission for final approval shall indicate the presence of a minimum of six (6) vehicle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** of the Comprehensive Zoning Ordinance. The use of on-street spaces to meet this requirement shall be shown on the plans as set forth in **Article 22, Section 22.5.B** of the Comprehensive Zoning Ordinance.

6. In accordance with **Article 22** of the Comprehensive Zoning Ordinance, the developer shall indicate the installation of a minimum of four (4) short-term bicycle parking spaces on the final plans submitted to the City Planning Commission, subject to the approval of the Department of Public Works for any bicycle parking in the public right-of-way. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance.

7. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use approval.

8. In accordance with **Article 23, Section 23.13.A** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall

indicate the location of the trash receptacle which shall be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates.

9. The developer shall develop and implement a system to secure the entire property to prevent access to the property when the business is not open and operating, by erecting fences, walls, and gates of sufficient height and robustness. Additional security measures shall be employed on an as-needed basis to prevent access to the property when not otherwise open to the public.

10. The developer shall strictly comply with the City's noise regulations and shall not adopt policies and procedures to prevent sound from being heard or felt by surrounding neighbors, including providing surrounding neighbors with current management contact information to immediately address any complaints related to excessive sound emanating from the business's premise.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force

or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS OCTOBER 19, 2023

JP MORRELL
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON OCTOBER 20, 2023

APPROVED:
~~DISAPPROVED~~: OCTOBER 26, 2023

LATOYA CANTRELL
MAYOR

RETURNED BY THE MAYOR ON OCTOBER 26, 2023 AT 4:40 P.M.

LORA W. JOHNSON
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell - 6
NAYS: 0
ABSENT: Thomas - 1
RECUSED: 0

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY
Lora W. Johnson
CLERK OF COUNCIL

City Planning Commission Meeting
Tuesday, May 23, 2023

CPC Deadline: 06/10/2023
CC Deadline: 60 days from receipt
City Council District: B – Harris

STAFF REPORT

Zoning Docket 022/23

To: City Planning Commission

From: Robert Rivers, Executive Director
Stephen Kroll, Planning Administrator

Prepared by: Haley Delery

Date: May 16, 2023

GENERAL INFORMATION

Applicant: 2gether, LLC
Request: This is a request for a conditional use to permit a standard restaurant over 5,000 square feet in an HU-MU Historic Urban Neighborhood Mixed-Use District.
Property description: Square 581, Lots A and B, in the Sixth Municipal District, bounded by Freret Street, Upperline Street, LaSalle Street, and Valence Street. The municipal address is t.
Municipal address: 4730 Freret Street

Description:
Zoning Docket 022/23 is a request for a conditional use to permit a standard restaurant over 5,000square feet in an HU-MU Historic Urban Neighborhood Mixed-Use District. The site is located along an 8-block mixed-use corridor on Freret Street between Napoleon and Jefferson Avenues. It is a corner property with 83 ft of frontage along Freret Street and 88 ft along Upperline Street with a site area of approximately 7,899 sq ft. The property is currently undeveloped. The applicants propose developing the site with "Bohemia", a 7,899 sq ft standard restaurant that includes 7 container buildings and an outdoor seating area. "Bohemia" is a concept for a standard restaurant that primarily features an outdoor dining area and includes container buildings for food prep, bar, restroom, and office use. Off-street parking is not proposed. The standard restaurant, although a permitted use in the base zoning district, requires conditional use approval as **Section 12.2.B.1** requires conditional use approval for commercial uses over 5,000 sq ft.

Why is City Planning Commission action required?

Per **Article 12, Section 12.2.B.1,** commercial uses over 5,000 sq ft are deemed conditional uses in the HU-MU Historic Urban Neighborhood Mixed-Use District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

ANALYSIS

New infill design should contribute to the characteristics that make the Freret Street mixed-use corridor a vibrant and walkable retail corridor that is compatible with nearby residences. The neighborhood originally developed in the early 20th century as a walking city. Improvements to the city's port and railroad led to an increase in the immigrant population. Thanks to drainage improvements, a community was able to flourish in what was once undeveloped swampy land. By 1930, approximately 3,000 residences were built and Freret Street that bisected the neighborhood became the main street. The 8-block main street extended from Napoleon to Jefferson Avenues - that were lined with larger residences, whereas the inner streets included smaller shotgun and bungalow style structures. The architecture is less ornate than the older parts of the city. The 1909 Sanborn maps show 6 commercial uses and 29 residential uses along Freret Street. Merchants converted some existing residences to accommodate commercial spaces on the ground floor and filled in areas in between using architecture like the residential character. With merchants and their families residing above their business or nearby and being within walking distance to a variety of neighborhood services, the walkable city flourished. However, two factors in the mid-20th century led to the economic decline of the neighborhood – changes in the racial order and the predominance of the automobile that led to people moving away from the city. A streetcar line was established along Freret Street in 1924 and ceased operations in 1946 reflecting the change in transportation and retail patterns. The mid-20th century saw more automobile uses like gas stations and surface parking lots. (Warner, 2001)[1] The decline of the neighborhood, despite efforts for its revitalization, lasted until the earlier part of this century. A renewed understanding of how to create livable walkable self-sustaining communities has created a trend of looking back at historic development patterns of communities like Freret. Now most of the storefronts are re-occupied. And some auto-centric uses, like a former gas station a block away from the subject site was converted into restaurant that has a large outdoor dining area in front the structure. Rouses now occupies a larger structure (formerly Bloomingdales thrift store) that was set back from the street to accommodate parking. The Freret Street Market is held in a surface parking lot near Napoleon. The design standards for the Historic Urban Mixed-Use District intend for new construction to strengthen the historic development pattern. The staff has requested that the applicant modify the height, mass, and density of new infill development to match Freret's neighborhood character. The current layout of the structures breaks the rhythm and fabric of the street by not going to the edge of the sidewalk. The design should hold the corner and frame the intersection of Freret and Upperline Streets, creating an active pedestrian retail zone on all four sides.

Comments related to design

Proposed conditions

Site conditions

"Bohemia" is a proposed standard restaurant that primarily includes outdoor seating space and enclosed space for food prep, bar, restrooms, trash, and office use are contained within 6 separate container buildings. The gross floor area of the restaurant (that occupies the entire site) measures ~7,899 sq ft. The restaurant would provide a total seating for 144, including tables, hammocks, fire pit. The site plan shows 6 container buildings labelled as "Buddha", "Sandwitch", "Lea Jane",

[1]Warner, C. (2001). Freret's Century: Growth, Identity, and Loss in a New Orleans Neighborhood. *Louisiana History: The Journal of the Louisiana Historical Association.*

bar, restroom, office, and trash. The 3 buildings for trash, restrooms and office are shown along the interior property line on the LaSalle Street side. The bar is in the middle of the site, setback 60 ft from Freret Street. The 2 food services buildings are along Upperline Street. The site includes trees, permeable paving, raised planters, an arbor, a pergola, hammocks and ping pong tables/games.

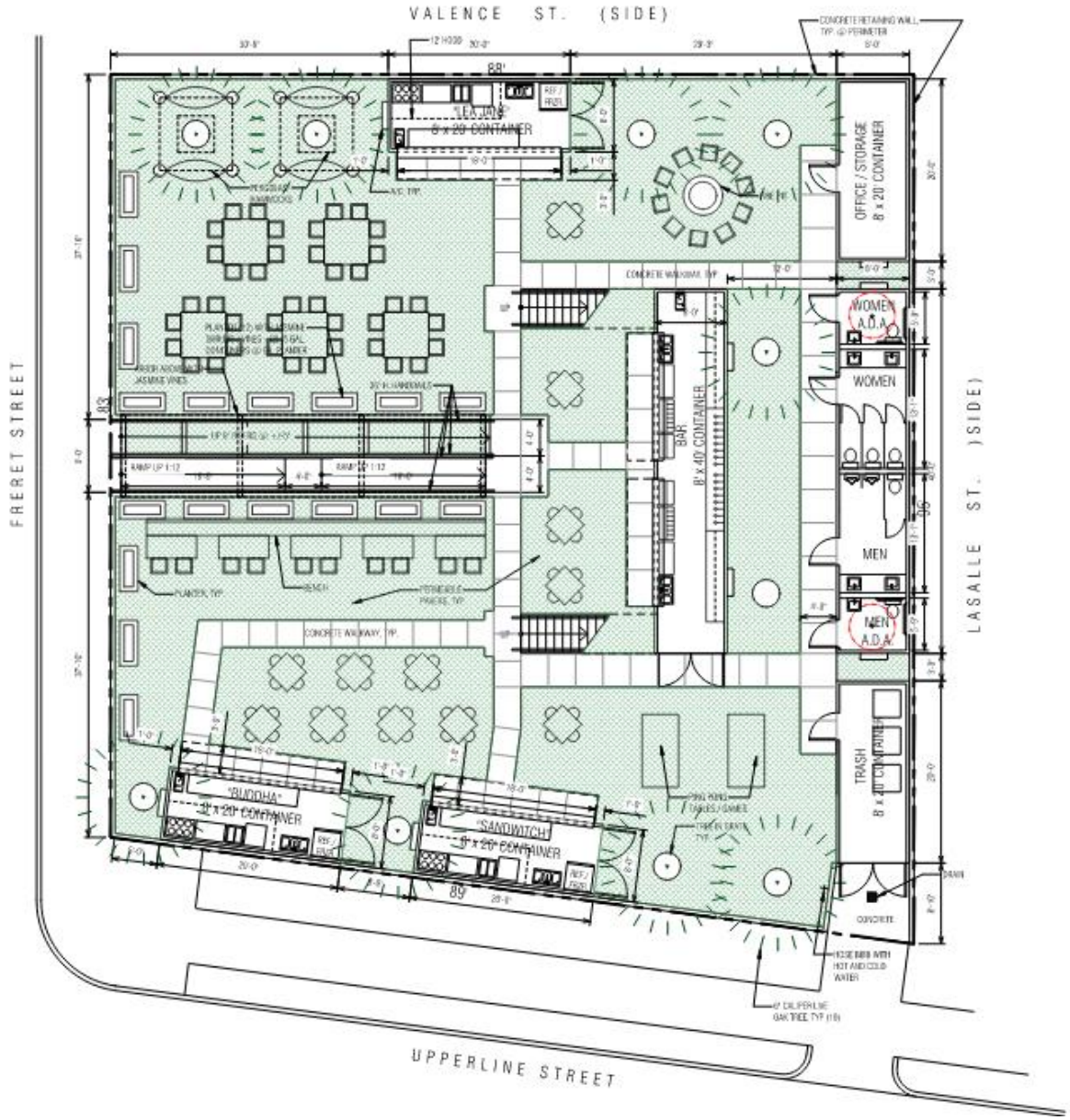


Figure 1: Proposed Site Plan

Building conditions

The building elevations show painted steel container buildings with roof-mounted hood exhaust vent and intakes. The food service containers along Upperline Street include stainless steel awnings and countertop facing the interior of the site. The bar also includes a stainless-steel awning and countertop and includes a rooftop seating area that is accessed by painted steel stairs. The building floor elevations are 3 ft, 1.5 above the curb level. The container are not modified/incorporated within a larger structure, so their sizes are fixed at 8 ft, 6 in. in height, 20 ft

in length and 8 ft in width.

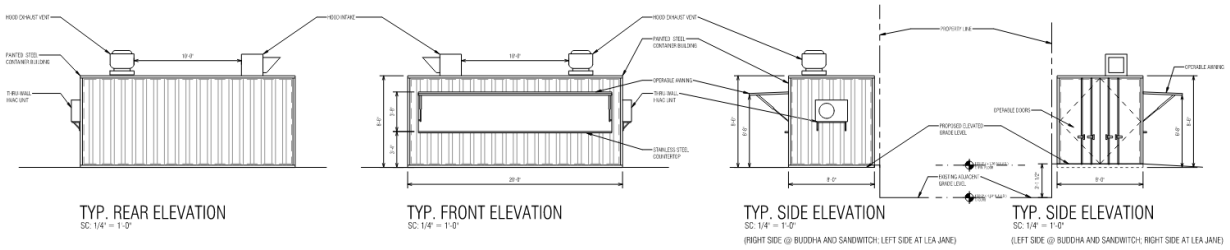


Figure 2: Proposed Elevations

Base zoning district standards

The petitioned site is located within the HU-MU Historic Urban Neighborhood Mixed-Use District and is subject to the requirements of **Article 12, Section 12.3** - *Site Design Standards* of the Comprehensive Zoning Ordinance.

Bulk Regulations

In accordance with **Table 12-2** in **Article 12, Section 12.3.A.1** of the Comprehensive Zoning Ordinance, there is no minimum lot area nor minimum lot width for non-residential uses. The maximum total floor area for commercial uses is permitted up to five thousand square feet (5,000 ft^2); the total proposed floor area is 7,899 sq ft. The maximum building height is forty (40') feet and no more than 3 stories; the proposed structure would be 8 ft, 6 in in height. The minimum permeable open space for the site is ten percent (10%); for a site of 7,899 sq ft, the required amount of minimum permeable open space would be 790 sq ft; the identifiable permeable open space in the submitted plans is approximately 4,523 sq ft, and thus the proposed permeable paving on site is compliant.

Minimum Yard Requirements

In accordance with **Article 12, Section 12.3.A.1 (Table 12-2)** of the Comprehensive Zoning Ordinance, the front yard build-to line for non-residential uses is 0 to 10 ft; one of the proposed structures is built to the Freret Street front property line and is compliant. There are no setbacks for interior side yards nor rear yards, unless they abut a residential district, then it is 3 ft and 15 ft respectively; the site is not abutting any residential districts. Corner side yard requirements for non-residential/mixed uses can be none to a maximum of 5 ft; the applicant is proposing a 12 ft corner side yard. To ensure the plans are in compliance, the staff recommends the following proviso:

- The applicant must indicate in their final plan compliance with the standards for bulk and yard regulations found in **Article 12, Section 12.3.A.1 (Table 12-2)** of the Comprehensive Zoning Ordinance.

Building Design Standards

Proposals in Historic Urban Neighborhoods Non-Residential Districts are subject to twelve (12) Building Design Standards found in **Article 12, Section 12.3.B** of the Comprehensive Zoning Ordinance. Of the seven (7) applicable standards, staff has determined that they are not in compliance with standards a, b, e, and g. The staff recommends the following proviso to bring the proposal into compliance.

- Submit revised plans to the City Planning Commission for review and approval that comply with the building design standards for the Historic Urban Neighborhoods Non-Residential Districts found in **Article 12, Section 12.3.B**, including the following changes:
    a. Combine the mass of the 6 small buildings into a larger building and shift the building footprint so that the structure is built to the corner of Freret and Upperline Streets,
    b. Provide a clearly identifiable entry from the sidewalk at the corner,
    c. Provide a minimum of 50% transparency along Freret Street, and
    d. Provide a minimum 12 ft ceiling height for ground floor commercial space.

a. All buildings shall provide a clearly identifiable entry from the public sidewalk at the front (primary street) elevation.
b. Structures on a corner lot shall be built to the corner.
e. The ground floor of newly constructed commercial buildings shall contain a minimum transparency of fifty percent (50%) on the primary street and windows shall be constructed of transparent glass. Opaque, highly tinted, or reflective glass is prohibited. Transparency into the building shall be maintained. Any window signs shall consist of individual letters and numerals without the use of any background.
f. For new construction, ADA accessible ramps and lifts shall compliment the building and be visually unobtrusive, preferably through internalized ramps or sloped walkways.
g. The first floor of commercial buildings shall be designed with a minimum ceiling height of twelve (12) feet.
h. Security bars, if installed, shall be on the inside of windows. Roll-up or accordion security grilles are permitted on the ground floor when constructed of a see-through, non-solid material. The Casing shall be painted to match the building and shall not damage or obscure architectural detailing.
i. The following restrictions apply to building materials:
    i. The following materials are prohibited as the predominant surface finish material on exterior elevations visible from the public right-of-way. However, such materials may be used as part of decorative or detail elements, or as part of the exterior construction, such as a foundation course, that is not used as a predominant surface finish material.
        (1) Exterior insulating finish systems (EIFS, "Dryvit")
        (2) Stuccato Board
        (3) Vinyl

Overlay district standards

The site is not in an overlay district that has design standards.

Parking and vehicular use areas

The revised plans show two accessible spaces in the rear of the site that would be accessed from Upperline Street. The spaces do not comply with the requirements of **Article 22, Section 22.8.C** that requires off-street parking for commercial uses to proceed (rather than back out) into traffic. The applicant can either remove the off-street parking spaces or modify them to comply with the requirements **Article 22.** To ensure compliance, the staff recommends the following proviso.

- The plans submitted to the City Planning Commission for final approval shall show that any off-street parking spaces are compliant with the requirements as set forth in **Article**

22, Section 22.8.C of the Comprehensive Zoning Ordinance.

Landscaping

The design requires substantial modifications. New plans shall comply with any landscaping requirements found in **Article 23.**

Use standards

Standard restaurants are subject to the 13 use standards found in **Article 20, Section 20.3.ZZ.** Staff recommends including a proviso that addresses the applicable use standards to ensure compliance. The relevant regulations are below in italics with staff's analysis in regular text.

1. *A restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:*
   a. *For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.*
   b. *All restaurants serving alcoholic beverages shall provide exterior security cameras.*

The applicant must submit a security and operation plan as part of the permitting and licensing process.

2. *A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.*

The applicant must submit a noise abatement plan as part of the permitted and licensing process.

3. *If a restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.*

Not applicable.

4. *Standard restaurants shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three hundred (300) feet of the proposed location.*

The applicant must submit the above-mentioned summary as part of the permitting and licensing process.

5. *Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.*

The applicant does not intend to sell alcoholic beverages for off the premises consumption.

6. *All restaurants that serve alcoholic beverages are limited to the following hours of operation (see also Table 20-2: Restaurant Hours of Operation Regulations). No new customers are*

permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers. These limitations do not apply to restaurants that serve alcoholic beverages in the Vieux Carré Districts, the CBD Districts, and in the C-1, C-2, C-3, LI, HI, MI, BIP, MU-2, EC, MC, and LS Districts.

a. Sunday thru Wednesday: from 6:00 am to 10:00 pm.
b. Thursday thru Saturday: from 6:00 am to 12:00 am (midnight).
c. Other hours may be approved through the conditional use process.

The applicant shall comply with the hours of operation listed above.

7. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

The applicant shall post the hours of operation near the restaurant entrance visible to the public.

8. Standard restaurants with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.

The applicant must obtain separate approval for live entertainment, should live entertainment be proposed at some point.

9. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

The applicant must update the security and operation plans if there is an increase in intensity.

10. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.

The property owner or person authorized by owner may update the security and operation plans.

11. Restaurants with drive-through facilities are subject to the standards of this Article. Standard restaurants with live entertainment – secondary uses are also subject to the standards of this Article. Drive-through facilities and live entertainment – secondary uses are considered separate principal uses and subject to separate approval.

Not applicable.

12. A holding bar is permitted only for a standard restaurant. The holding bar is an accessory use to the principal use of a standard restaurant. The holding bar is an area of a restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following:

a. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to

serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. (See Figure 20-1: Restaurant Holding Bar.) If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.

b. The holding bar shall only be open to the public while food is being served in the restaurant's dining room.

c. Through the conditional use process, the City Council may grant a variance to increase in the square footage of the holding bar area. Such variance cannot exceed twenty-five percent (25%) of the public seating area of the restaurant.

The site plans shows a 320 sq ft container building labelled bar. The applicant must update the plans to show the holding bar area does not exceed 300 sq ft.

13. There shall be no cover charge to enter a restaurant.

The applicant shall not charge a cover to enter the restaurant.

Parking requirements

Vehicle Parking

Pursuant to **Article 22, Section 22.5.A.6** of the Comprehensive Zoning Ordinance, uses less than 5,000 square feet in floor area in the HU-MU District are not required to provide off-street parking. Consequently, the approximately 7,899 sq ft proposed restaurant is exempt the first 5,000 sq ft of off-street parking requirements. **Table 22-1** requires 1 off-street parking space for every 500 sq ft of gross floor area. Therefore, the remaining 2,899 sq ft would be required to provide 6 off-street parking spaces. **Article 22, Section 22.5.B** allows on-street spaces to count towards parking requirements in the HU-MU District. It appears that the applicant could provide 6 on-street parking spaces. The spaces are not shown on the current set of plans, so the applicant would need to revise the plans to show the on-street spaces. To ensure compliance, the staff recommends the following proviso:

- The plans submitted to the City Planning Commission for final approval shall indicate the presence of a minimum of 6 vehicle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** of the Comprehensive Zoning Ordinance. The use of on-street spaces to meet this requirement shall be shown on the plans as set forth in **Article 22, Section 22.5.B** of the Comprehensive Zoning Ordinance.

Bicycle Parking

Article 22, Section 22.4 (Table 22-1) and 22.6.A of the Comprehensive Zoning Ordinance require restaurants to provide one bicycle space per 2,500 square feet of floor area with a minimum of two spaces provided. As such, 4 spaces are required for this approximately 7,899 sq ft restaurant. The applicant must update the plans to show the required bicycle parking. To ensure compliance, the staff recommends the following proviso:

- In accordance with **Article 22** of the Comprehensive Zoning Ordinance, the applicant shall indicate the installation of a minimum of 4 short-term bicycle parking spaces on the final plans submitted to the City Planning Commission, subject to the approval of the

Department of Public Works for any bicycle parking in the public right-of-way. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9 of the Comprehensive Zoning Ordinance**.

Loading

No off-street loading spaces exist or are proposed for the site. Pursuant to **Article 22, Section 22.7.C**, Historic Urban Neighborhoods are exempt from all off-street loading requirements. Consequently, the applicant is not required to provide any off-street loading spaces.

Anticipated impact on surrounding land uses

Article 12, Section 12.2.B.1 requires conditional use approval for any commercial use that exceeds 5,000 sq ft. This is to protect the character and scale of development in older parts of the city. The proposed use as a standard restaurant measuring a total of 7,899 square feet in area is acceptable at the location, at least in concept. The staff reviewed the proposed design and found that it does not meet many of the site and building design standards found in **Article 12, Table 12-1** and **Section 12.3.B**. The historical development pattern of the Freret Street mixed-use corridor is what makes Freret a vibrant and walkable neighborhood. The proposed design strategy drastically departs from the character of Freret Street in that current layout of the structures breaks the rhythm and fabric of the street by not providing building facades to the edge of the sidewalk. The design should hold the corner and frame the intersection of Freret and Upperline Streets, creating an active pedestrian retail zone on all four sides. The design standards for the Historic Urban Mixed-Use District intend for new construction to strengthen the historic development pattern.

The staff has requested that the applicant modify the height, mass, and density of new infill development to match Freret's neighborhood character. If the suggested design changes are made, it will cause the site to be more compatible with the zoning objectives. It will have a design that better complements Freret Street.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is not met, but could be sufficiently met with staff recommended design changes. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and

is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Mixed-Use Low Density." The goal, range of uses, and development character for that designation are copied below.

> **MIXED-USE LOW DENSITY**
>
> **Goal:** Increase neighborhood convenience and walkability within and along edges of neighborhoods with low density residential and neighborhood-serving retail/commercial establishments.
>
> **Range of Uses:** Low-density single-family, two-family and multifamily residential and neighborhood business; typically businesses in residential scale buildings interspersed with residences. Uses can be combined horizontally or vertically (ground floor retail required in certain areas). Limited light-industrial uses (small food manufactures, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** Height, mass and density of new development varied depending on surrounding neighborhood character. Allow the adaptive reuse of historic and non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

A standard restaurant over 5,000 square feet could fit within the allowable range of uses. However, the proposed design does not meet this standard because the proposed design does not match the development character of the Mixed-Use Low Density designation that typically includes commercial uses in residential scale buildings. The Mixed-Use Low Density FLUM designation contemplates development character, height and mass depending on surrounding neighborhood character. The design conflicts with the goals outlines in the Master Plan. As discussed in this report, the design could be made more consistent with the Mixed-Use Low Density designation if the suggested design changes are made.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

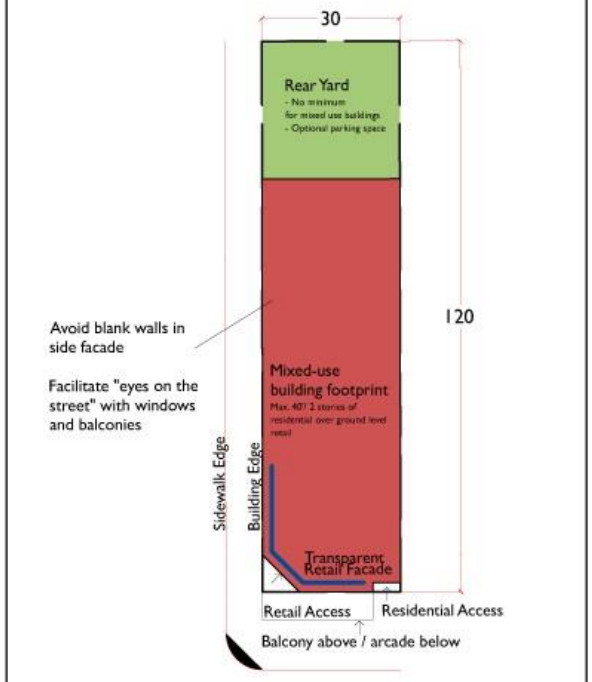
This standard is not met. The proposal is inconsistent with the purpose of the HU-MU Historic Urban Neighborhood Mixed-Use District which is copied below from **Article 12** of the Comprehensive Zoning Ordinance:

> The HU-MU Neighborhood Mixed-Use District is intended for areas of mixed-use development that are close to residential neighborhoods. The district regulations are designed to encourage mixed-use areas that are compatible with adjacent or nearby land uses and pedestrian-oriented in character. In the HU-MU District, active retail and personal service uses along the ground floor with residential uses above are encouraged. A variety of residential dwellings are also allowed. This district also allows higher residential

densities when a project is providing significant public benefits such as long-term affordable housing.

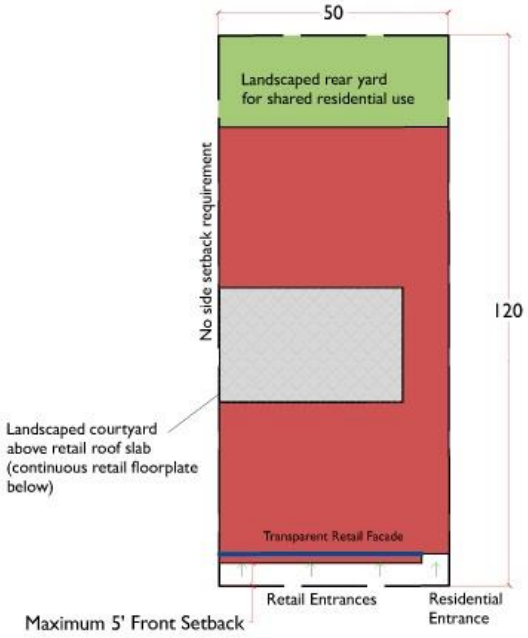
The design fails to address the massing and scale that the regulations of the HU-MU District seek to acheive. The HU-MU District seeks the sort of development illustrated below, which is an image in **Figure 12-2** of the Comprehensive Master Plan that illustrates the district's design standards. This illustration shows that the HU-MU District is intended to encourage buildings that are positioned to the corner with primary entrances oriented to the street. The architectural features for commercial structures should include tall ground floor ceilings, transparency into ground floor commercial spaces, and elements like awnings and canopies as well as roof forms consistent with the context of the surrounding area. Landscaped outdoor dining would be positioned behind the building.

Figure 3: Figure 12-2: HU-MU District Illustrative and Site Diagram



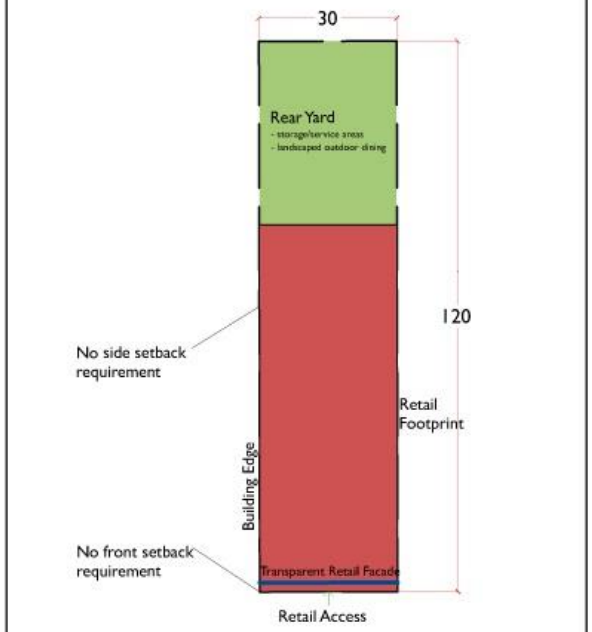
1. MIXED-USE RESIDENTIAL

Stacked apartments/lofts over ground level retail



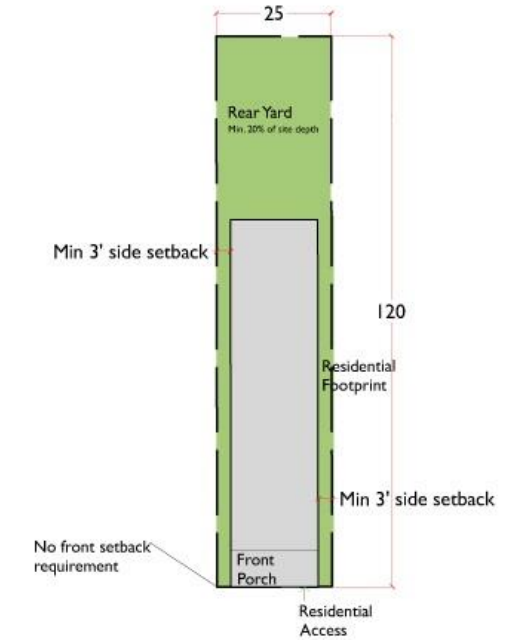
2. MIXED-USE RESIDENTIAL

Stacked apartments/lofts over ground level retail



3. SINGLE-USE RETAIL

Storefronts, artist workspace & galleries, restaurants etc.



4. DETACHED RESIDENTIAL UNITS

1-2 stories on narrow lots

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met. The proposed use for a standard restaurant with over 5,000 sq ft of gross floor area and is subject to the use standards for restaurants contained within **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance. The proposal either meets all of the applicable standards and/or will be addressed by the recommended provisos. The environmental performance standards are listed in **Article 21, Section 21.3**. These standards do not apply due to the nature of the proposed use (vibration, dust and air pollution, regulated materials, fire and explosion hazards), or will be addressed through normal building and permitting requirements.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is not met. The site is presently vacant. The Freret Street corridor has a well-defined character. The proposed design does not strengthen the active retail and urban design character. The proposed design strategy drastically departs from the character of Freret Street in that current layout of the structures breaks the rhythm and fabric of the street by not providing building facades to the edge of the sidewalk. The design should hold the corner and frame the intersection of Freret and Upperline Streets, creating an active pedestrian retail zone on all four sides.While a standard restaurant could be compatible with the wide mix of commercial uses in the area, the design of the proposed use is not compatible. As discussed throughout this report, several significant design changes are needed to remedy these deficiencies.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This standard is not met. The applicant is requesting variances for yard and building design requirements. Pursuant to **Article 4, Section 4.3.E** of the Comprehensive Zoning Ordinance, waivers granted as a condition to a Conditional Use permit are subject to the approval standards of **Article 4, Section 4.6.F**. The staff's evaluation of compliance with the nine approval standards is below. The staff believes that the requested variances fail to meet standards 1 through 7.

Requested Waivers:

Article 12, Section 12.3.A.1 (Table 12-2) – Corner Side Yard
Permitted: none to a maximum of 5 ft **Provided**: 12 ft **Waiver**: 7 ft

Article 12, Section 12.3.B.a – *All buildings shall provide a clearly identifiable entry from the public sidewalk at the front (primary street) elevation.*

Article 12, Section 12.3.B.b – *Structures on a corner lot shall be built to the corner.*

Article 12, Section 12.3.B.e – *The ground floor of newly constructed commercial buildings shall contain a minimum transparency of fifty percent (50%) on the primary street and windows shall be constructed of transparent glass. Opaque, highly tinted, or reflective glass is prohibited.*

Transparency into the building shall be maintained. Any window signs shall consist of individual letters and numerals without the use of any background.

Article 12, Section 12.3.B.g – *The first floor of commercial buildings shall be designed with a minimum ceiling height of twelve (12) feet.*

1. **Do special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures, or buildings in the same zoning district?**
   No, the subject property does not have any special circumstances as compared to others in the subject HU-MU District. The site is currently vacant and the applicant is requesting variances to construct a standard restaurant that does not meet the yard and building design standards of the HU-MU District. The Freret Street mixed-use corridor has a well-defined character and the HU-MU District regulations intend for new construction to strengthen the historic development pattern. The proposed design fails to address the massing, scale and density to ensure compatibility with the HU-MU District. There is no need to break this development pattern.
2. **Will literal interpretation of the provisions of the ordinance deprive the applicant of rights commonly enjoyed by other properties in the same district?**
   No, applying the yard and building design requirements would not deprive the applicant of rights commonly enjoyed by other properties in the HU-MU District. The corridor has a well-defined pattern that the HU-MU District regulations are trying to preserve.
3. **Do any special conditions and circumstances result from the actions of the applicant or any other person who may have (or had) an interest in the property?**
   Yes, the design of the standard restaurant is only in the interest of the applicant. The site is currently vacant and the applicant could modify the design to be in compliance. The Freret Street mixed-use corridor has a well-defined character and the HU-MU District regulations intend for new construction to strengthen the historic development pattern. The proposed design fails to address the massing, scale and density to ensure compatibility with the HU-MU District.
4. **Will the granting of the variance confer on the applicant any special privilege which is denied by this ordinance to other lands, structures, or buildings in the same district or similarly situated?**
   Yes, permitting a design that does not comply with the yard and building design requirements would confer on the applicant a special privilege. The proposed site is a vacant lot, and the other 3 corner properties are developed with existing two-story structures that frame the corner. This is typical for the character of the Freret Street mixed-use corridor.
5. **Will the variance(s), if granted, alter the essential character of the locality?**
   Yes, the requested variances would alter the essential character of the Freret Street mixed-use corridor. The Freret Street mixed-use corridor has a well-defined character and the HU-MU District regulations intend for new construction to strengthen the historic development pattern. The proposed design fails to address the massing, scale and density to ensure compatibility with the HU-MU District.
6. **Will strict adherence to the property regulations result in a demonstrable hardship upon the owner, as distinguished from mere inconvenience?**
   No, compliance with the HU-MU District's regulations for yard and building design would not result in a demonstrable hardship. The site is currently vacant and the applicant could modify the design to be in compliance. The Freret Street mixed-use corridor has a well-defined character and the HU-MU District regulations intend for new construction to strengthen the

historic development pattern. The proposed design fails to address the massing, scale and density to ensure compatibility with the HU-MU District.

7. **Is the purpose of the variance based exclusively upon a desire to serve the convenience or profit of the property owner, or other interested party(s)?**
   Yes, the requested variances are only for the convenience and profit of the property owner. There is no site-specific justification. The applicants could modify the design to be in compliance, however their design choices are driving the need for variances.
8. **Will the variance be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located?**
   No, construction of a standard restaurant without a typical structure would not be detrimental to the public welfare or injurious to other property. In another context, the design may be appropriate, however it is not appropriate for this site.
9. **Will the variance impair the adequate supply of light and air to adjacent property, substantially increase traffic congestion in the public street, increase the danger of fire, or endanger the public safety?**
   No. The variances, if granted, would have no such impacts.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is not met and could be sufficiently met by recommended provisos. A standard restaurant over 5,000 square feet could be appropriate, however the way that this one is designed is at odds with its mixed-use environment. Constructing a development that requires variances from setback and building design standards could detract from the vibrant retail environment that is characteristic of the corridor.

STAFF RECOMMENDATION (APRIL 11, 2023 MEETING)

The staff recommends **DEFERRAL** of Zoning Docket 022/23 to the May 9, 2023 City Planning Commission meeting.

CITY PLANNING COMMISSION MEETING (APRIL 11, 2023)

The staff recommended that the Commission defer the matter to the May 9, 2023 meeting to allow the applicant to make the design modifications recommended in this report. Commissioner Brown made a motion for deferral as recommended, which was seconded by Commissioner Alexander and adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 022/23 IS HEREBY DEFERRED TO THE MAY 9, 2023 CITY PLANNING COMMISSION MEETING.

YEAS: Alexander, Brown, Flick, Steeg, Witry

NAYS: None

ABSENT: Joshi-Gupta, Lunn, Stewart

STAFF RECOMMENDATION (MAY 9, 2023 MEETING)

The staff has not yet received updated plans from the applicant, so the staff recommends **deferral** to the May 23 City Planning Commission meeting.

CITY PLANNING COMMISSION MEETING (MAY 9, 2023)

The planning administrator noted that the applicant submitted revised plans May 8th. To allow the staff to review the plans and update their recommendation, the staff recommended that the Commission defer the matter to the May 23, 2023. Commissioner Alexander made a motion for deferral as recommended, which was seconded by Commissioner Witry and adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 022/23 IS HEREBY DEFERRED TO THE MAY 23, 2023 CITY PLANNING COMMISSION MEETING.

YEAS: Alexander, Brown, Flick, Jordan, Joshi-Gupta, Stewart, Witry

NAYS: None

ABSENT: Lunn, Steeg

FURTHER CONSIDERATION (MAY 23, 2023 MEETING)

The staff met with the applicant and provided guidance on how to modify the design to bring it more in line with the character of the Freret Street mixed use corridor and cause it to meet the design requirements of the Master Plan and zoning ordinance. The applicant submitted revised plans, but the changes do not address the comments. Because the proposal requires substantial modifications, the staff cannot recommend approval at this time.

STAFF RECOMMENDATION (MAY 23, 2023 MEETING)

The staff recommends **DENIAL** of Zoning Docket 022/23.

CITY PLANNING COMMISSION MEETING (MAY 23, 2023)

The staff presented the proposal, stating a recommendation of denial based on the failure of the design to meet the site and building design standards of the HU-MU Historic Urban Neighborhood Mixed-Use District. Chris Young and Billy Blatty spoke in support of the request. The request had been deferred for one month to allow time for the applicant to make the requested changes, however the plans that were submitted did not address the comments. Chris stated that, if possible, they would like another deferral so they could make additional modifications. The staff mentioned that the request is on deadline and that the CPC rules and regulations do not allow for an extension. Ed Pointer spoke in opposition based on the design not meeting the character of the area. During

the applicant's rebuttal, Chris stated that the request received support from the neighborhood engagement process. The Commission stated that since major design changes were required, they would need to have seen the plans so could not recommend approval. Commissioner Steeg made a motion to accept staff's recommendation of denial, which was seconded by Commissioner Witry and adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 022/23 IS HEREBY RECOMMENDED FOR DENIAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Flick, Jordan, Joshi-Gupta, Steeg, Stewart, Witry

NAYS: None

ABSENT: Alexander, Brown, Lunn

Should this zoning docket be approved by the City Planning Commission, staff recommends the following provisos to mitigate adverse impacts:

Provisos

1. The applicant must indicate in their final plan compliance with the standards for bulk and yard regulations found in **Article 12, Section 12.3.A.1 (Table 12-2)** of the Comprehensive Zoning Ordinance.

2. The applicant shall comply with the standards of the building design standards for the Historic Urban Neighborhoods Non-Residential Districts found in **Article 12, Section 12.3.B**, by modifying the plans with the following changes:
   a. Combine the mass of the 6 small buildings into a larger building and shift the building footprint so that the structure is built to the corner of Freret and Upperline Streets,
   b. Provide a clearly identifiable entry from the sidewalk at the corner,
   c. Provide a minimum of 50% transparency along Freret Street, and
   d. Provide a minimum 12 ft ceiling height for ground floor commercial space.

3. The plans submitted to the City Planning Commission for final approval shall show that any off-street parking spaces are compliant with the requirements as set forth in **Article 22, Section 22.8.C** of the Comprehensive Zoning Ordinance.

4. The applicant shall comply with the standards of **Article 20, Section 20.3.ZZ.12** by providing updated floor plans with a holding bar that does not exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three hundred (300) square feet, including the service area behind the bar. The applicant shall comply with the standards of **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance:

   a. A restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:
      i. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
      ii All restaurants serving alcoholic beverages shall provide exterior security cameras.

   b. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

   c. If a restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

   d. Standard restaurants shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three hundred (300) feet of the proposed location.

   e. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.

f. All restaurants that serve alcoholic beverages are limited to the following hours of operation (see also Table 20-2: Restaurant Hours of Operation Regulations). No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers. These limitations do not apply to restaurants that serve alcoholic beverages in the Vieux Carré Districts, the CBD Districts, and in the C-1, C-2, C-3, LI, HI, MI, BIP, MU-2, EC, MC, and LS Districts.
   i. Sunday thru Wednesday: from 6:00 am to 10:00 pm.
   ii. Thursday thru Saturday: from 6:00 am to 12:00 am (midnight).
   iii. Other hours may be approved through the conditional use process.

g. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

h. Standard restaurants with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.

i. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

j. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.

k. Restaurants with drive-through facilities are subject to the standards of this Article. Standard restaurants with live entertainment – secondary uses are also subject to the standards of this Article. Drive-through facilities and live entertainment – secondary uses are considered separate principal uses and subject to separate approval.

l. A holding bar is permitted only for a standard restaurant. The holding bar is an accessory use to the principal use of a standard restaurant. The holding bar is an area of a restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following:
   i. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. (See Figure 20-1: Restaurant Holding Bar.) If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.
   ii. The holding bar shall only be open to the public while food is being served in the restaurant's dining room.
   iii Through the conditional use process, the City Council may grant a variance to increase in the square footage of the holding bar area. Such variance cannot exceed twenty-five percent (25%) of the public seating area of the restaurant.

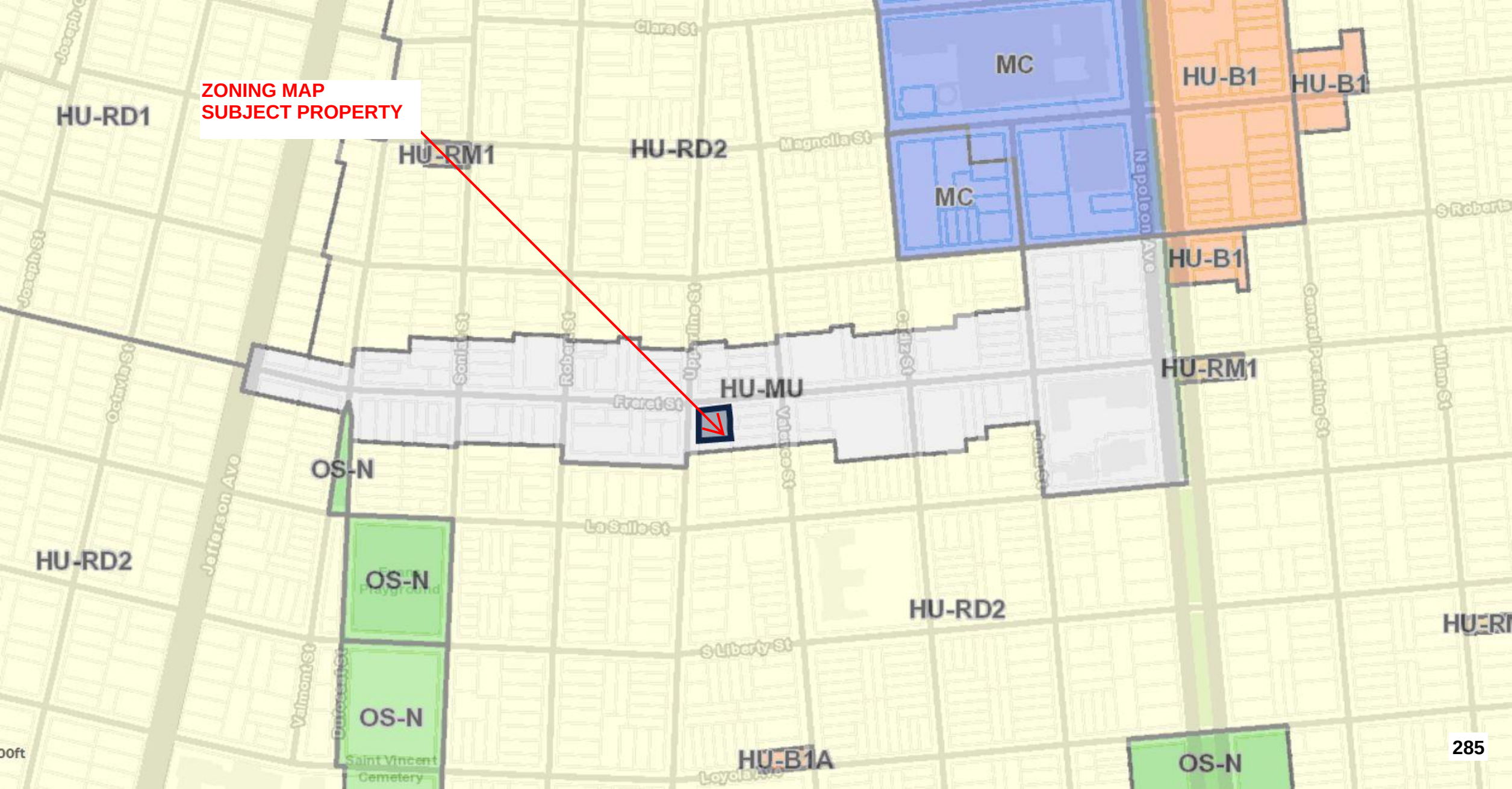
m. There shall be no cover charge to enter a restaurant.

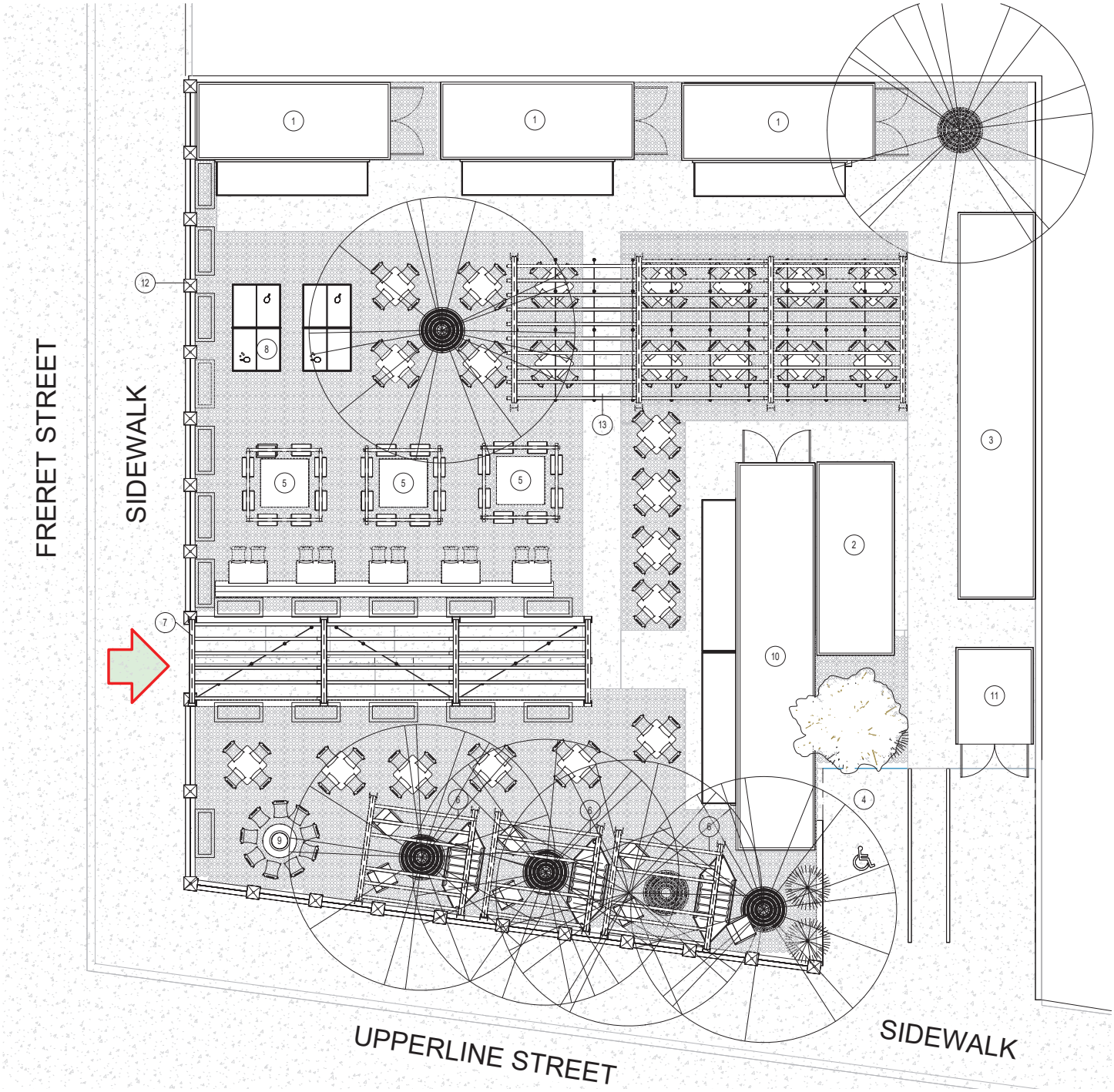
5. The plans submitted to the City Planning Commission for final approval shall indicate the presence of a minimum of 6 vehicle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** of the Comprehensive Zoning Ordinance. The use of on-street spaces to meet this requirement shall be shown on the plans as set forth in **Article 22, Section 22.5.B** of the Comprehensive Zoning Ordinance.

6. In accordance with **Article 22** of the Comprehensive Zoning Ordinance, the applicant shall indicate the installation of a minimum of 4 short-term bicycle parking spaces on the final plans submitted to the City Planning Commission, subject to the approval of the Department of Public Works for any bicycle parking in the public right-of-way. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9 of the Comprehensive Zoning Ordinance**.

7. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2 of the Comprehensive Zoning Ordinance** will void the conditional use approval.

8. In accordance with **Article 23, Section 23.13.A** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate the location of the trash receptacle which shall be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates.


ZONING MAP
SUBJECT PROPERTY
HU-RD1
HU-RM1
HU-RD2
MC
MC
HU-B1
HU-B1
HU-B1
HU-RM1
HU-MU
OS-N
OS-N
OS-N
HU-RD2
HU-RD2
HU-B1A
Clara St
Magnolia St
Napoleon Ave
Joseph St
Octavia St
Jefferson Ave
Soniat St
Robert St
Upperline St
Camp St
Valence St
Jena St
General Pershing St
Willow St
Fraret St
La Salle St
S Liberty St
Valmont St
Dufossat St
Saint Vincent Cemetery
Loyola Ave
S Roberts



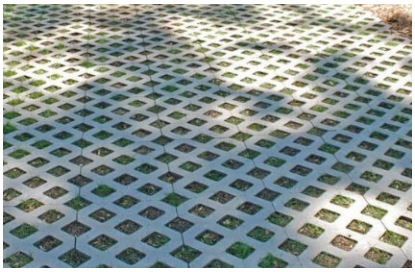
1	8’-0” X 20’-0” KITCHEN CONTAINER	8	PING PONG TABLES
2	8’-0” X 20’-0” STORAGE CONTAINER	9	FIRE PIT
3	8’-0” X 40’-0” RESTROOM CONTAINER	10	8’-0” X 40’-0” BAR CONTAINER
4	HANDICAP PARKING SPACE	11	TRASH AND RECYCLE CONTAINER
5	TABLE WITH SWINGING SEATS	12	PERIMETER FENCE - BRICK AND IRON
6	HAMMOCKS	13	COVERED SEATING AREA
7	ENTRY TRELLIS WITH RAMP AND STAIRS		

Bohemia Gardens
4730 Freret Street
New Orleans

Site Plan

REV. 5/8/2023

PERMEABLE PAVERS



STEEL AND WOOD TRELLIS ENTRY

WOOD CLAD CONTAINERS

ENTRY RAMP AND STAIR

PLANTER BOXES

BRICK AND IRON PERIMETWE FENCE

Bohemia Gardens
4730 Freret Street
New Orleans

Bohemia Gardens
4730 Freret Street
New Orleans

Bohemia Gardens
4730 Freret Street
New Orleans

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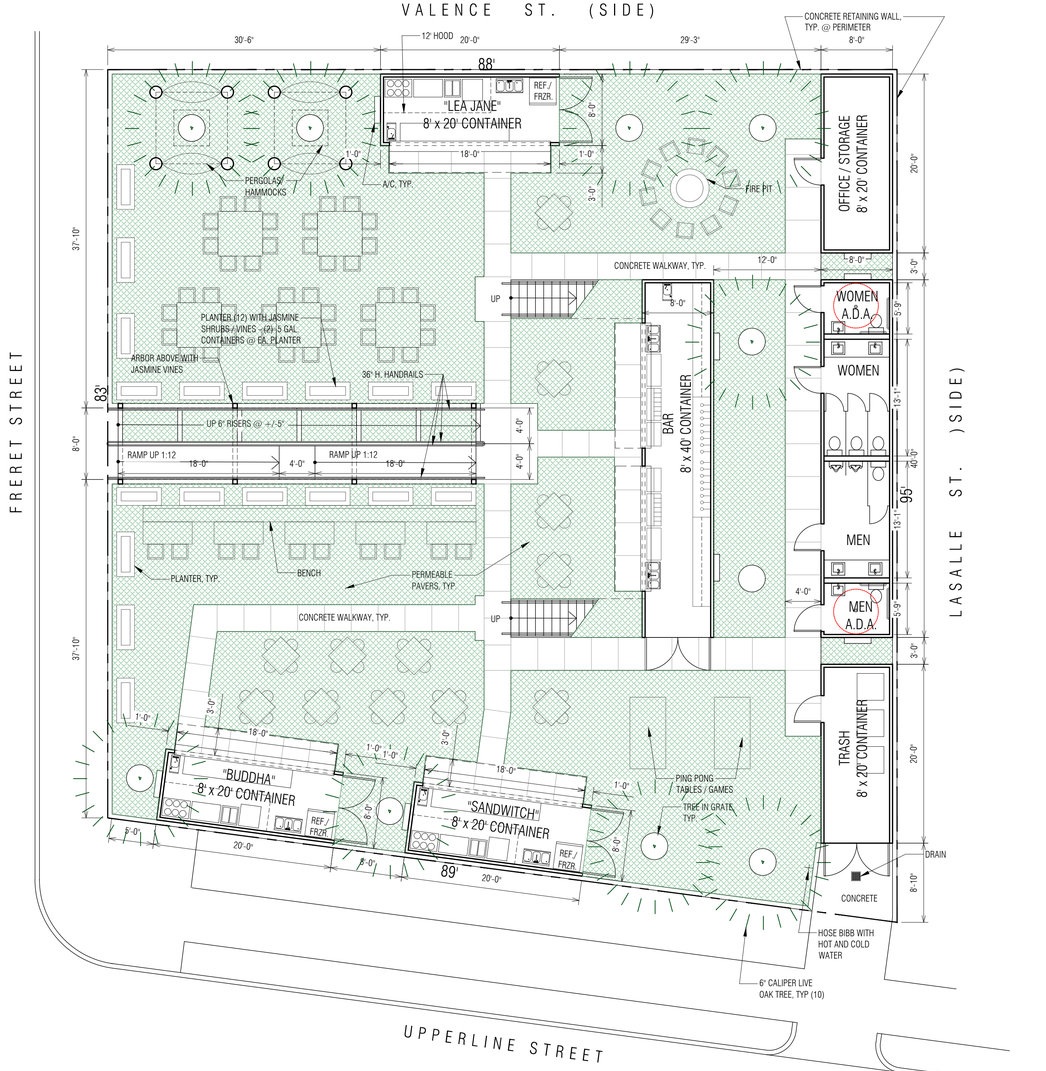
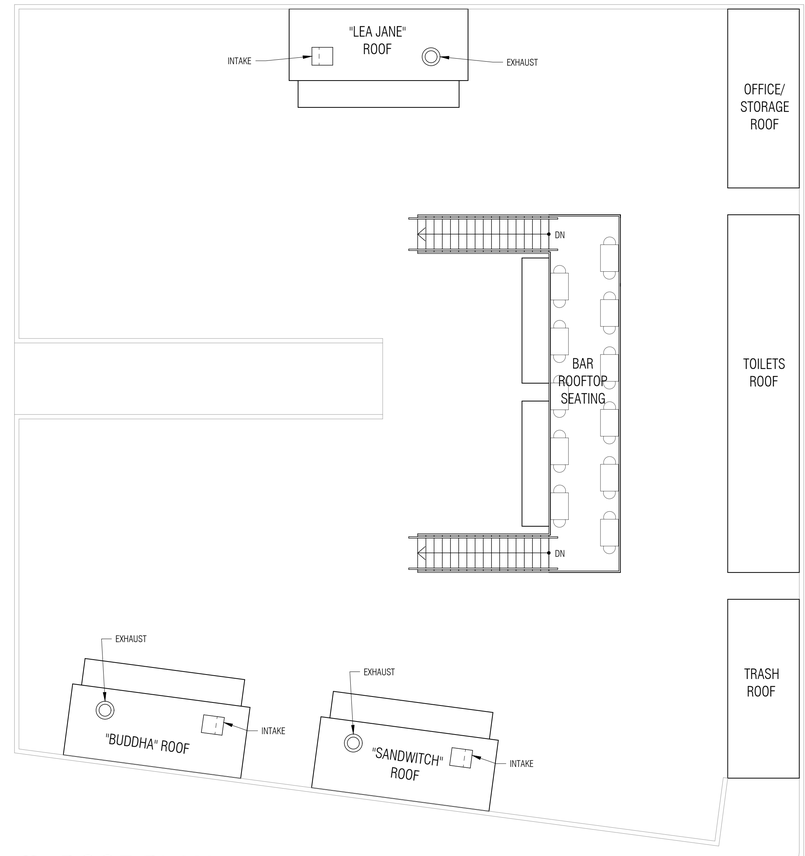
4730 Freret Street
New Orleans

REV. 5/8/2023

Bohemia Gardens
4730 Freret Street
New Orleans



SITE PLAN / FIRST FLOOR PLAN
SC: 1/8" = 1'-0"



ROOF PLAN
SC: 1/8" = 1'-0"

PROJECT DATA

1. SITE AREA: 7,899 S.F.
   PERMEABLE AREA REQUIRED: 790 S.F. (10%)
   PERMEABLE ARE PROVIDED: 4,523 S.F. (57%)
2. CITY OF NEW ORLEANS ZONING CLASSIFICATION ....HU-MU
3. TOTAL SEATING FOR 144 INCLUDING TABLES, HAMMOCKS AND FIRE PIT

ORIGINAL SUBMISSION

NOTE: DRAWING SCALES INDICATED ARE VALID ONLY IF PRINTED ON 24"x36" SHEETS.

CONDITIONAL USE APPLICATION
BOHEMIA
4730 Freret Street
New Orleans, LA 70115

LKHarmon Architects
A Professional Architectural Corporation
6238 Argonne Boulevard
New Orleans Louisiana 70124
504.485.5870 harmon@lkharmonarchitects.com

4.22.2022

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LKH#5721

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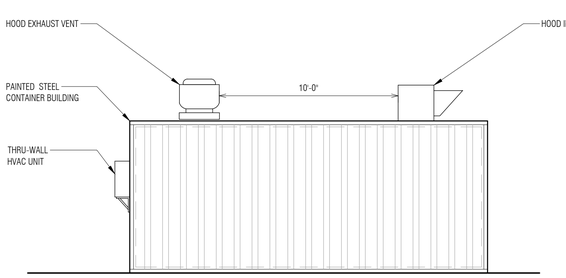
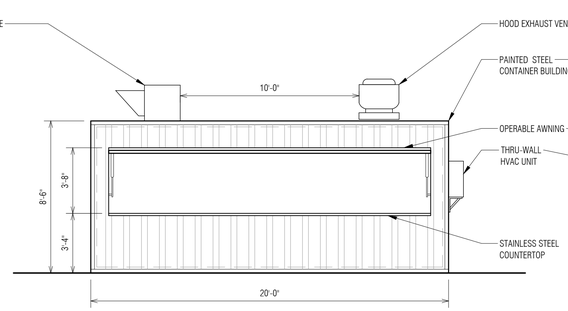


TYP. REAR ELEVATION
SC: 1/4" = 1'-0"



TYP. FRONT ELEVATION
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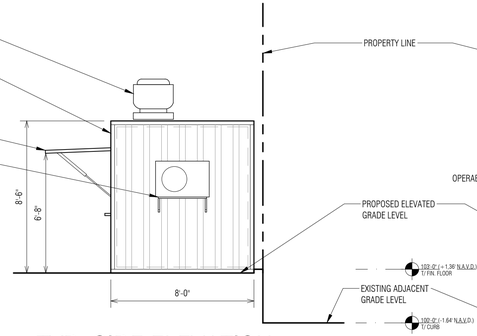
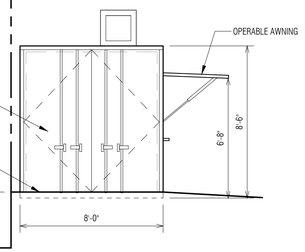


TYP. SIDE ELEVATION
SC: 1/4" = 1'-0"

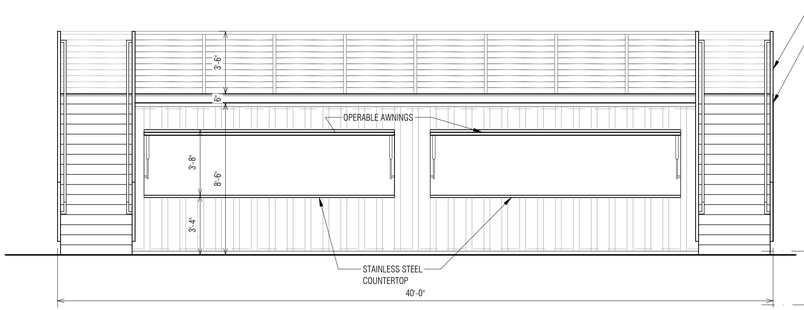
(RIGHT SIDE @ BUDDHA AND SANDWITCH; LEFT SIDE AT LEA JANE)



TYP. SIDE ELEVATION
SC: 1/4" = 1'-0"

(LEFT SIDE @ BUDDHA AND SANDWITCH; RIGHT SIDE AT LEA JANE)

TYPICAL ELEVATIONS OF (3) FOOD CONTAINERS



FRONT ELEVATION
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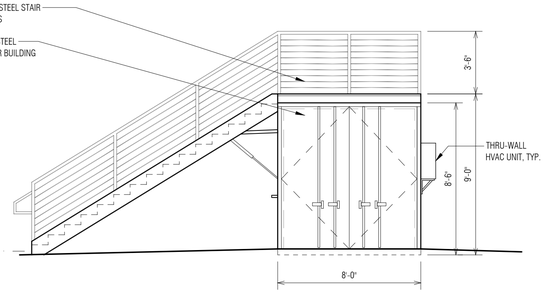
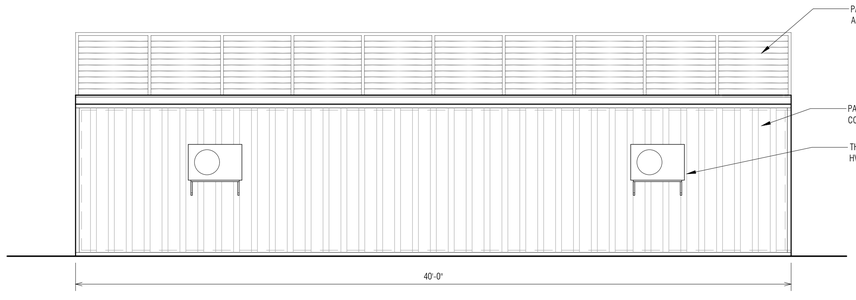
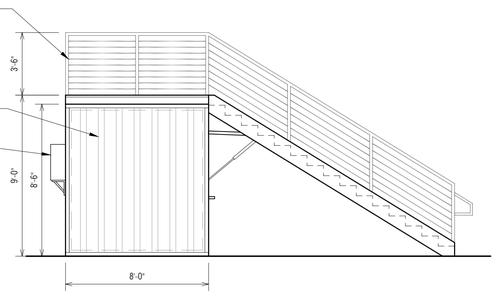


RIGHT SIDE ELEVATION
SC: 1/4" = 1'-0"



REAR ELEVATION
SC: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SC: 1/4" = 1'-0"

ELEVATIONS OF BAR CONTAINER

ORIGINAL SUBMISSION

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4.22.2022

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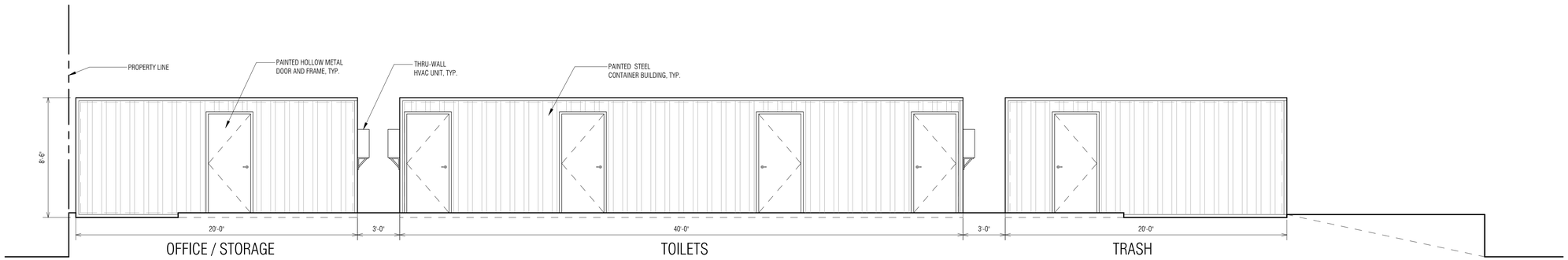
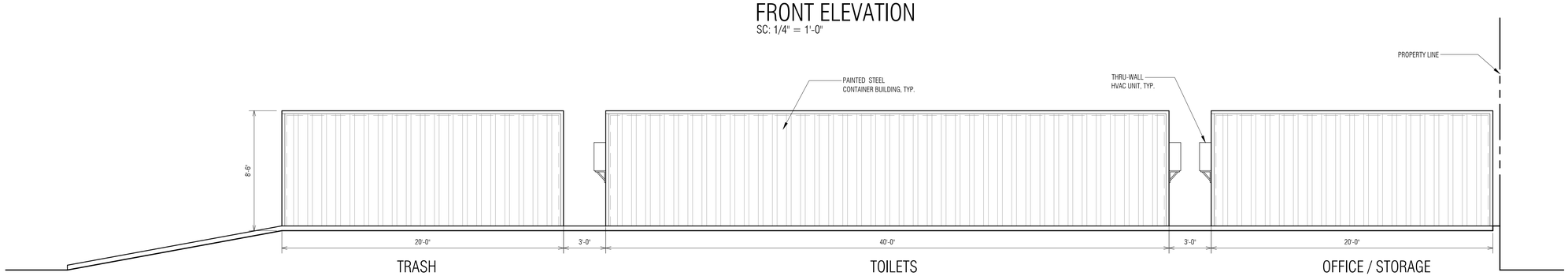


FRONT ELEVATION
SC: 1/4" = 1'-0"



REAR ELEVATION
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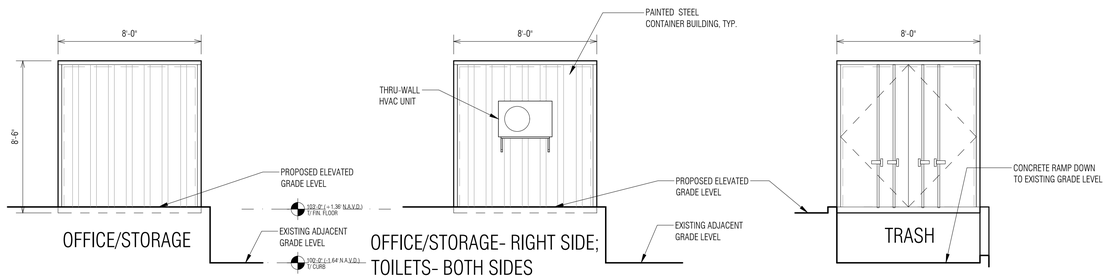

LEFT SIDE ELEVATION
SC: 1/4" = 1'-0"

TYP. SIDE ELEVATION W/ A/C
SC: 1/4" = 1'-0"

RIGHT SIDE ELEVATION
SC: 1/4" = 1'-0"

ELEVATIONS OF TRASH / TOILETS / OFFICE CONTAINERS

ORIGINAL SUBMISSION

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ORIGINAL SUBMISSION

Hungry Bear Motel

Humble
Bagel
SCHOOL
SPEED
LIMIT
20

SUMMARY REPORT

NEIGHBORHOOD PARTICIPATION PROGRAM

Date of Report: September 10, 2022

Project Name: 2GETHER, LLC-Proposed Conditional Use to permit a commercial use (standard restaurant) of more than 5,000 square feet.

Overview: This report provides information related to 2GETHER, LLC's (Applicant) implementation of the *Neighborhood Participation Program* (NPP) for property bearing municipal address at 4730 Freret Street, New Orleans, Louisiana 70115 (the "Property"), as required by the City of New Orleans Comprehensive Zoning Ordinance (CZO). The Applicant intends to file an application for a conditional use to permit a commercial use (standard restaurant) of more than five thousand (5,000) square feet of floor area in a *HU-MU Neighborhood Mixed Use* zoning district. The Property is also subject to section 12.2.B.1 of the CZO, which requires conditional use approval for any commercial use of five thousand (5,000) square feet or more. This report provides a summary of contacts with citizens, neighbors, neighborhood associations, councilmembers and other interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in sheets, letters, text messages, summaries and other materials are attached.

Contact: Ms. Christy Turner
1524 Edwards Avenue
Suite 5
Harahan, LA 70115
Phone: (504) 756-3173
E-mail: christieeturner@yahoo.com

Summary of Participation by Neighbors

- Letters and/or emails were sent to 228 persons/addresses (provided to 2GETHER, LLC by the City Planning Commission (CPC)) inviting them to a NPP Meeting.
- The one neighborhood association (Freret Milan Neighbors United) provided by the CPC was invited to the meeting and was notified of the NPP Meeting by way of email.
- Councilmember Lesli Harris, Elizabeth Holman, Councilmember Harris' Director of Land Use, and the CPC staff were notified of the NPP Meeting by way of email and First Class Mail.
- One (1) general NPP meeting was conducted on September 10, 2022. The total number of people who participated in the process, including the individuals who attended the meeting, and/or who made contact via other means, is set forth in the table below and the exhibits attached to this Report.

Method of Participation	Number of Participants 9/10/22 Meeting
People who attended the NPP Meeting	11

People who participated by e-mail	**0**
People who participated by calling or texting	**1**
Other	**0**

Notices of Meetings and Other Methods of Communication

Notices

1. **August 17, 2022**. Letters inviting neighbors and other interested parties to the September 10, 2022, Neighborhood Participation Program Meeting were mailed via United States Mail to all 228 contacts including businesses, homes, apartments and others on the "300 foot" contact list provided by the CPC. A notice was also emailed to Councilmember Lesli Harris, the Freret Milan Neighbors United neighborhood association and the CPC staff on August 16, 2022.

   A list of individual property owners, residents, businesses and tenants provided by CPC is attached as Exhibit 1.

   A copy of the letter, which included a Site Plan, inviting neighbors, etc. to the 9/10/22 NPP Meeting and the email sent to Councilmember Harris, Elizabeth Holman, Councilmember Harris' Director of Land Use, the Freret Milan Neighbors United association and CPC staff are attached as Exhibit 2.

Other Methods of Communication

People who participated by text message and telephone:

1. **August 17, 2022.** Samuel M. Berman, a nearby property owner and lessor to nearby businesses contacted us by telephone to express concerns about the proposed development. Chris Young, on behalf of the developer, spoke with Mr. Berman to respond to his questions and listen to his concerns. Mr. Young committed to arranging a meeting with him and the developers. Mr. Young promised to get back with Mr. Berman with proposed dates and times to meet.

2. **August 18-25, 2022.** Mr. Young attempted to contact Mr. Berman numerous times by telephone to coordinate a meeting with him and the developers, as Mr. Berman requested. Mr. Berman never answered the calls.

3. **August 23, 2022.** Mr. Young sent Mr. Berman a text message asking him to call Mr. Young when he had time. Mr. Berman did not respond.

4. **August 25, 2022.** Mr. Young called Mr. Berman again. Mr. Berman responded by text that he could call back that afternoon. Mr. Young sent a reply text that he looked forward to speaking with Mr. Berman. Mr. Berman never did call.

   Copy of text message is attached as Exhibit 3.

The NPP Meeting

NPP Meeting: September 10, 2022 – 10:30AM
Cure Bar
4905 Freret Street
New Orleans, LA 70115

Meeting Attendees: 11

Moderator: Chris G. Young
Agent of Developer

Speakers: Peter Gordon
Developer

Katherine Harmon
Architect

A Neighborhood Participation Program Meeting ("NPP Meeting") was held on September 10, 2022, at Cure Bar, 4905 Freret Street, New Orleans, LA 70115 to provide the citizens, neighbors, neighborhood associations, and other interested parties with information related to the proposed commercial use (standard restaurant) of more than five thousand (5,000) square feet to be located at 4730 Freret Street.

At the NPP Meeting, Mr. Chris G. Young, an agent of the developers, Katherine Harmon, the Architect, and Peter Gordon, one of the developers, gave a brief presentation explaining various features of the proposed development. Copies of a draft site plan, which was also sent with the meeting notice, were distributed. **See Exhibit 2 above.** Excerpts from zoning ordinance related to the proposed project were also distributed. **Attached as Exhibit 4 are copies of the meeting Agenda, City of New Orleans Online Tools and CZO excerpts that were distributed to meeting attendees.**

Following their presentation, meeting attendees were given the opportunity to ask questions and make comments on the proposed development plan. A summary of the questions, concerns, and issues expressed by participants is set forth below.

Meeting attendees were asked to sign up to receive notifications of updates and/or changes to the proposed development plan. **A copy of the sign-in sheet is attached hereto as Exhibit 5.**

The comment card completed and submitted is attached as Exhibit 6.

Concerns, Issues, and Problems Expressed by the Participants

Below is a summary of the concerns, issues, and problems expressed by individuals who participated in the Neighborhood Participation Program on 8/9/16.

1. Summary of questions, concerns and issues raised:

    a. Parking.
    b. Fire Marshal.
    c. Landscaping.
    d. Who are the owners?
    e. Who will be the manager(s)?
    f. Prior to development, will the grass be cut on a regular basis?
    g. What will you do about litter abatement? When will trash be retrieved?
    h. Prior to the development, can trash (wood trailer) be removed from the Property?
    i. Will this development present more competition to existing businesses?
    j. Other than the food and beverage structures, will there be other items/structures for the retail sale of other items?
    k. Will there be bike parking?
    l. How will litter abatement be handled? Will the developer retrieve trash beyond the immediate area?
    m. Will there be Special Events?

2. How will questions, concerns and issues be addressed:

    a. We intend to provide the required number of parking spaces. The developer also indicated that they will work to provide as many off-street parking spaces as possible. Additionally, the developers believe that many of their customers will be from the immediate surrounding neighborhoods and bicycle transportation will be significant and encouraged by providing secure bicycle parking on the premises.
    b. In response to a meeting attendee's question about Fire Marshal approval, the developers responded that the project will be reviewed and approved by the state Fire Marshal.
    c. **Landscaping.** Lush and extensive landscaping is a principal element of the project. The developers indicated that significant landscaping will be provided and will well beyond what is required by the CZO.
    d. The owners of the property and the proposed business are: William Blatty, Peter Gordon and Andres James, LLC.
    e. **Managers.** The developers agreed to always notify surrounding neighbors with the names and contact information of the managers of the business.
    f. The developers agreed to maintain the grass on the Property prior to the development of the Property.
    g. **Commercial Garbage Collection.** The developers agreed to ensure that commercial garbage collection will be compliant with existing and future

regulations related to the days and times commercial garbage collection can be removed from the premises. They also indicated they are willing to consider specific days and times preferred by surrounding neighbors.

h. The developers agreed to remove abandoned refuse (wood trailer) on the premises prior to commencing the development of the Property.
i. Competition. One attendee expressed concern that the development will represent increased competition for surrounding businesses. The developers agree that the development may increase competition but that the increased business will benefit the neighborhood.
j. The developers do not plan to include any other retail activities on the Property except for possible art vendors or exhibits from time to time.
k. **Bike Parking.** Since the developers intend to promote bicycle transportation to and from the development, they intend to provide a robust amount of secure bicycle parking.
l. **Litter Abatement.** The developers plan to conduct daily litter removal canvasses in the immediate surrounding neighborhood. They are also willing to participate in litter abatement programs beyond the area immediately surrounding the Property.
m. **Special Events.** The developer may conduct a "special event" from time to time and will apply for and obtain any and all requisite permits, etc. in the event they conduct a "special event."

Other Community Outreach

Prior to the NPP meeting conducted on September 10, 2022, the developers met with Councilmember Lesli Harris and Councilmember Harris' Director of Land Use, Elizabeth Holman to discuss the proposed project. One of the developers also met or spoke with a couple of the surrounding business owners and residents prior to the NPP meeting on September 10, 2022.

-END-

EXHIBIT 1

(List of Property Owners, Residents, Businesses, etc. provided by CPC)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Williana A Harrison	1 Marlborough Gate Pl	New Orleans	LA	70115
Michael R Primeau	10 Marlborough Gate Pl	New Orleans	LA	70115
Ernest A Tremblay	107 Mulberry Ln	Newtown Square	PA	19073
Jay A Singer Trustee of The Singer	10702 W 158th Terrace	Shawnee Mission	KS	66221
Current Resident	11 Marlborough Gate Pl	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt A	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt B	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt C	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt D	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt E	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt F	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt G	New Orleans	LA	70115
Current Resident	11 Marlborough Gate Pl Apt H	New Orleans	LA	70115
William C Lahey	122 Owsley Ave	Lexington	KY	40502
Robert IV Cyphert	1300 Eagle St	New Orleans	LA	70118
2524 Upperline LLC	13590 Hwy 1077	Folsom	LA	70437
Lads LLC	14512 Duane Rd	New Orleans	LA	70128
2003 Realty Company LLC	15384 5th St	Gulfport	MS	39505
Bentley Kazenmaier LLC	174 Watercolor Way Ste 103 PMB 2!	Santa Rosa Beach	FL	32459
Edward J Pointer	1801 Octavia St	New Orleans	LA	70118
Earl C Fortenberry	1925 Wildair Dr	New Orleans	LA	70122
Edward J Pointer	2 Marlborough Gate Pl	New Orleans	LA	70115
Current Resident	2 Marlborough Gate Pl	New Orleans	LA	70115
Redwing Marine Inc	202 Wpa Rd	Belle Chasse	LA	70037
Johnson Gregory W SR	2074 Beck St	New Orleans	LA	70131
Current Resident	2239 Robert St	New Orleans	LA	70115
Current Resident	2319 Robert St	New Orleans	LA	70115
Current Resident	2328 Valence St	New Orleans	LA	70115
Joseph F Maly	2328 Valence St	New Orleans	LA	70115
Current Resident	2330 Valence St	New Orleans	LA	70115
Glennis M Scott	2333 Upperline St	New Orleans	LA	70115
Current Resident	2334 Valence St	New Orleans	LA	70115
Current Resident	2336 Valence St	New Orleans	LA	70115
Current Resident	2338 Upperline St	New Orleans	LA	70115
D'artanian J Stovall	2338 Upperline St	New Orleans	LA	70115
Gwendolyn C Carter	2338 Valence St	New Orleans	LA	70115
Current Resident	2338 Valence St	New Orleans	LA	70115
Current Resident	2400 Upperline St	New Orleans	LA	70115
John M III Childress	2400 Valence St	New Orleans	LA	70115
Current Resident	2400 Valence St	New Orleans	LA	70115
Joyce Marva Johnson Burton	2401 Upperline St	New Orleans	LA	70115
Current Resident	2401 Valence St	New Orleans	LA	70115
Brittany Jones	2401 Valence St	New Orleans	LA	70115
Current Resident	2402 Valence St	New Orleans	LA	70115
Current Resident	2403 Upperline St	New Orleans	LA	70115
Current Resident	2403 Valence St	New Orleans	LA	70115
Current Resident	2404 Valence St	New Orleans	LA	70115
Amanda Kate Simpkins	2404 Valence St	New Orleans	LA	70115

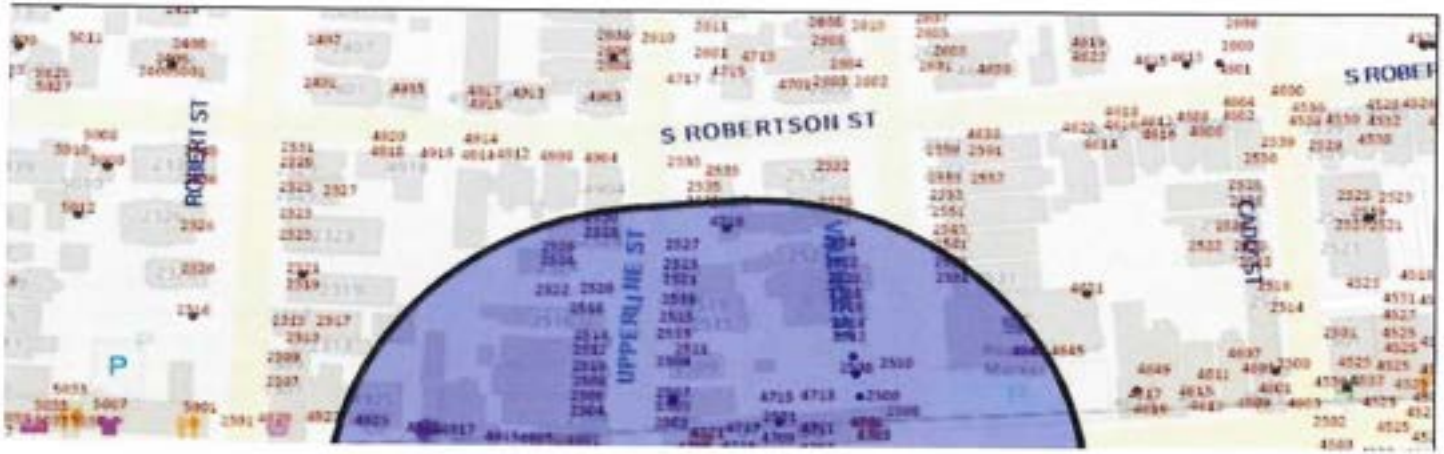
Barbara J Goins	2405 Valence St	New Orleans	LA	70115
Current Resident	2406 Valence St	New Orleans	LA	70115
Current Resident	2407 Upperline St	New Orleans	LA	70115
Current Resident	2407 Valence St	New Orleans	LA	70115
Current Resident	2408 Valence St	New Orleans	LA	70115
Gloria J Bacon	2409 Upperline St	New Orleans	LA	70115
Audrey M Cox	2409 Valence St	New Orleans	LA	70115
Current Resident	2410 Valence St	New Orleans	LA	70115
Current Resident	2411 Upperline St	New Orleans	LA	70115
Current Resident	2411 Valence St	New Orleans	LA	70115
Current Resident	2412 Valence St	New Orleans	LA	70115
Current Resident	2413 Valence St	New Orleans	LA	70115
Heather R Patterson	2414 Valence St	New Orleans	LA	70115
Current Resident	2415 Valence St	New Orleans	LA	70115
Current Resident	2416 Valence St	New Orleans	LA	70115
Cynthia J Ebinger	2417 Valence St	New Orleans	LA	70115
Current Resident	2418 Valence St	New Orleans	LA	70115
John A Nielson	2419 Upperline St	New Orleans	LA	70115
Current Resident	2419 Valence St	New Orleans	LA	70115
Current Resident	2420 Valence St	New Orleans	LA	70115
Angela Roudez	2421 Upperline St	New Orleans	LA	70115
Current Resident	2421 Valence St	New Orleans	LA	70115
Ronald C Bailey	2422 Valence St	New Orleans	LA	70115
Current Resident	2423 Upperline St	New Orleans	LA	70115
Current Resident	2423 Valence St	New Orleans	LA	70115
Nicholas Samuel Jr	2424 Valence St	New Orleans	LA	70115
Current Resident	2425 Upperline St	New Orleans	LA	70115
Current Resident	2426 Valence St	New Orleans	LA	70115
Current Resident	2427 Upperline St	New Orleans	LA	70115
Alex S Sr Hulbert	2427 Valence St	New Orleans	LA	70115
Current Resident	2428 Valence St	New Orleans	LA	70115
Current Resident	2429 Upperline St	New Orleans	LA	70115
Annette E Stewart	2429 Upperline St	New Orleans	LA	70115
Current Resident	2430 Valence St	New Orleans	LA	70115
Current Resident	2431 Upperline St	New Orleans	LA	70115
Current Resident	2432 Valence St	New Orleans	LA	70115
Current Resident	2434 Valence St	New Orleans	LA	70115
Current Resident	2436 Valence St	New Orleans	LA	70115
Current Resident	2500 Valence St	New Orleans	LA	70115
In City Us LLC	2502 Jefferson AV	New Orleans	LA	70115
Blue Orleans LLC	2502 Jefferson Ave	New Orleans	LA	70115
Current Resident	2503 Upperline St	New Orleans	LA	70115
Current Resident	2504 Upperline St	New Orleans	LA	70115
Emma N Roberts	2505 Upperline St	New Orleans	LA	70115
Current Resident	2506 Upperline St	New Orleans	LA	70115
Current Resident	2508 Upperline St	New Orleans	LA	70115
Current Resident	2509 Upperline St	New Orleans	LA	70115
Current Resident	2510 Upperline St	New Orleans	LA	70115
Current Resident	2511 Upperline St	New Orleans	LA	70115

Current Resident	2512 Upperline St	New Orleans	LA	70115
Current Resident	2512 Valence St	New Orleans	LA	70115
Current Resident	2513 Upperline St	New Orleans	LA	70115
Current Resident	2514 Upperline St	New Orleans	LA	70115
Dante J Galliano	2514 Valence St	New Orleans	LA	70115
Current Resident	2514 Valence St	New Orleans	LA	70115
Current Resident	2515 Upperline St	New Orleans	LA	70115
Edward M Brown	2515 Upperline Street	New Orleans	LA	70115
Edward M Brown	2515-Upplerline St	New Orleans	LA	70115
Current Resident	2516 Upperline St	New Orleans	LA	70115
Current Resident	2516 Valence St	New Orleans	LA	70115
Current Resident	2518 Valence St	New Orleans	LA	70115
Connor L Schratz	2519 Upperline St	New Orleans	LA	70115
Current Resident	2520 Upperline St	New Orleans	LA	70115
Current Resident	2520 Valence St	New Orleans	LA	70115
Nicole Cristina Millburn	2520 Valence St	New Orleans	LA	70115
Current Resident	2521 Upperline St	New Orleans	LA	70115
Current Resident	2522 Upperline St	New Orleans	LA	70115
Current Resident	2522 Valence St	New Orleans	LA	70115
Current Resident	2523 Upperline St	New Orleans	LA	70115
Current Resident	2524 Upperline St	New Orleans	LA	70115
Current Resident	2524 Valence St	New Orleans	LA	70115
Current Resident	2526 Upperline St	New Orleans	LA	70115
Current Resident	2527 Upperline St	New Orleans	LA	70115
Current Resident	2528 Upperline St	New Orleans	LA	70115
Preya Kaur Jhita	2528 Upperline St	New Orleans	LA	70115
Current Resident	2528 Valence St	New Orleans	LA	70115
Current Resident	2530 Upperline St	New Orleans	LA	70115
Current Resident	2531 Valence St	New Orleans	LA	70115
Anne Kelly Rhudy	2531 Valence St	New Orleans	LA	70115
Kim D Sherrod	2532 Valence St	New Orleans	LA	70115
Current Resident	2533 Valence St	New Orleans	LA	70115
Current Resident	2535 Upperline St	New Orleans	LA	70115
Current Resident	2535 Upperline St Apt 1A	New Orleans	LA	70115
Current Resident	2535 Upperline St Apt 1B	New Orleans	LA	70115
Current Resident	2535 Upperline St Apt 2A	New Orleans	LA	70115
Current Resident	2541 Valence St	New Orleans	LA	70115
Yolanda L Davenport	2543 Valence St	New Orleans	LA	70115
PBK Holdings L L C	2613 Orleans Ave	New Orleans	LA	70119
Blue Orleans LLC	2620 Jefferson AV	New Orleans	LA	70115
Blue Orleans LLC	2620 Jefferson Ave	New Orleans	LA	70115
Nuevo Leon LLC	2620 Jefferson Ave	New Orleans	LA	70124
Morris Kirschman & Co LLC	2621 Cleveland AV	New Orleans	LA	70119
4701 Freret LLC	2715 Carondelet St	New Orleans	LA	70130
Current Resident	3 Marlborough Gate Pl	New Orleans	LA	70115
Upperline Property Management Group LLC	318 Edith St	Petaluma	CA	94952
Stephen C Agans	3221 Chartres St	New Orleans	LA	70117
Allen J Villamubia	3333 Napoleon Ave	New Orleans	LA	70125
Sun Realty LLC	3525 N Causeway Blvd Ste 900	Metairie	LA	70002

Bessie S Williams	4 Marlborough Gate Pl	New Orleans	LA	70115
The Joseph Simmons Family Trust	431 Red Maple Dr	Mandeville	LA	70448
Current Resident	4600 Freret St	New Orleans	LA	70115
Current Resident	4628 Freret St	New Orleans	LA	70115
Current Resident	4630 Freret St	New Orleans	LA	70115
Current Resident	4632 Freret St	New Orleans	LA	70115
Current Resident	4635 Lasalle St	New Orleans	LA	70115
Current Resident	4638 Freret St	New Orleans	LA	70115
Current Resident	4645 Freret St	New Orleans	LA	70115
Current Resident	4645 Freret St Ste A	New Orleans	LA	70115
Current Resident	4700 Freret St	New Orleans	LA	70115
Current Resident	4701 Freret St	New Orleans	LA	70115
Current Resident	4703 Freret St	New Orleans	LA	70115
Current Resident	4704 Freret St	New Orleans	LA	70115
Jln Properties I LLC	4704 Perrier St	New Orleans	LA	70115
Current Resident	4705 Freret St	New Orleans	LA	70115
Current Resident	4707 Freret St	New Orleans	LA	70115
Current Resident	4709 Freret St	New Orleans	LA	70115
Current Resident	4710 Freret St	New Orleans	LA	70115
Current Resident	4711 Freret St	New Orleans	LA	70115
Current Resident	4712 Freret St	New Orleans	LA	70115
Current Resident	4713 Freret St	New Orleans	LA	70115
Current Resident	4714 Freret St	New Orleans	LA	70115
Current Resident	4715 Freret St	New Orleans	LA	70115
Current Resident	4716 Freret St	New Orleans	LA	70115
Current Resident	4717 Freret St	New Orleans	LA	70115
Current Resident	4717 Lasalle St	New Orleans	LA	70115
Current Resident	4719 Freret St	New Orleans	LA	70115
Barbara A Odom	4720 Lasalle St	New Orleans	LA	70115
Current Resident	4721 Freret St	New Orleans	LA	70115
Current Resident	4723 Freret St	New Orleans	LA	70115
Current Resident	4725 Freret St	New Orleans	LA	70115
Current Resident	4730 Freret St	New Orleans	LA	70115
Current Resident	4730 Lasalle St	New Orleans	LA	70115
Current Resident	4731 Lasalle St	New Orleans	LA	70115
Claude J Bean	4900 Freret St	New Orleans	LA	70115
Current Resident	4901 Freret St	New Orleans	LA	70115
Andrew J Rodgers	4904 S Robertson St	New Orleans	LA	70115
Bodohnke LLC	4905 Freret St	New Orleans	LA	70115
Current Resident	4905 Freret St	New Orleans	LA	70115
Alice T Holmes	4905 Marlborough Gat Pl	New Orleans	LA	70115
Current Resident	4905 Marlborough Gate Pl	New Orleans	LA	70115
Current Resident	4907 Marlborough Gate Pl	New Orleans	LA	70115
Current Resident	4914 S Robertson St A	New Orleans	LA	70115
Current Resident	4914 S Robertson St B	New Orleans	LA	70115
Current Resident	4915 Freret St	New Orleans	LA	70115
Current Resident	4916 Freret St	New Orleans	LA	70115
Current Resident	4916 S Robertson St	New Orleans	LA	70115
Current Resident	4917 Freret St	New Orleans	LA	70115

Current Resident	4920 Freret St	New Orleans	LA	70115
Current Resident	4921 Freret St	New Orleans	LA	70115
Current Resident	4921 Lasalle St	New Orleans	LA	70115
Current Resident	4922 Freret St	New Orleans	LA	70115
Current Resident	4925 Freret St	New Orleans	LA	70115
Current Resident	4925 Lasalle St	New Orleans	LA	70115
Current Resident	4927 Freret St	New Orleans	LA	70115
Current Resident	4938 Freret St	New Orleans	LA	70115
Current Resident	5 Marlborough Gate Pl	New Orleans	LA	70115
Thomas Alexander	5000 Freret St	New Orleans	LA	70115
SSJ Investments Limited	5007 Freret St	New Orleans	LA	70115
Branden Kempt	5036 SW Grayson St	Seattle	WA	98116
Christopher Michael Collins	5208 Magazine #415	New Orleans	LA	70115
Omd LLC	524 Metairie Rd	Metairie	LA	70005
2Gether LLC	5831 Laurel St	New Orleans	LA	70115
Freret Street Landowners Association Inc	5858 Memphis St	New Orleans	LA	70124
Alexander J Dupuy	6 Marlborough Gate Pl	New Orleans	LA	70115
Current Resident	6 Marlborough Gate Pl Apt A	New Orleans	LA	70115
Current Resident	6 Marlborough Gate Pl Apt B	New Orleans	LA	70115
Current Resident	6 Marlborough Gate Pl Apt C	New Orleans	LA	70115
Current Resident	6 Marlborough Gate Pl Apt D	New Orleans	LA	70115
Bdb-Amb 2011 Trust	640 Camp St	New Orleans	LA	70130
Current Resident	7 Marlborough Gate Pl	New Orleans	LA	70115
Marcos Ruiz	7601 Southwest 139th St	Miami	FL	33158
Current Resident	8 Marlborough Gate Pl	New Orleans	LA	70115
Margaret Naomi Carter Irrevocable Trust	8 Marlborough Gate Pl	New Orleans	LA	70115
Jeffrey L White	8838 Woodland Dr	Silver Spring	MD	20910
JCF Property LLC	924 Valmont St Suite 202	New Orleans	LA	70115
Theodora E White	PO Box 871954	New Orleans	LA	70187
Edmond John Kalifey and Joan Katherine K Raus Kalifey	PO Box 97	Marksville	LA	71351
Council District B - Leslie Harris	1300 Perdido Street, Rm 2W10	New Orleans	LA	70112
Freret Milan Neighbors United				

Lesli.Harris@nola.gov
neighborsunited.listserve@gmail.com



ROBERT ST
FRERET ST
UPPERLINE ST
LASALLE ST
FRERET ST
CADIZ ST

EXHIBIT 2

(Copy of NPP Letter and Email & Attachments)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

2GETHER, LLC
5831 Laurel Street
New Orleans, Louisiana 70115
Telephone: (504) 756-3173
Email: christioneturner@yahoo.com

August 17, 2022

RE: Notice of NPP Meeting—September 10, 2022, 10:30AM
Proposed Conditional Use Permit Application
4730 Freret Street
Proposed Commercial Use of More than 5,000 square feet

Dear Neighbor:

In accordance with the City of New Orleans *Neighborhood Participation Program (NPP) for Land Use Actions*, please allow this letter to serve as the requisite notice to the surrounding community of the proposed application for a conditional use permit, and notice of the date, time and location of the neighborhood meeting to discuss this proposal.

Brief Project Description. We ("Applicant") propose to apply for a conditional use to permit a commercial use of more than five thousand (5,000) square feet of floor area at the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115 (the "Property). The Property is currently vacant. The Applicant proposes to develop the Property into a "standard restaurant" with a total gross floor area of approximately 7,899 square feet of which 4,523 square feet will be permeable. **See the enclosed Site Plan and Artist Rendering related to this proposed project.**

The Property is zoned *HU-MU Neighborhood Mixed Use Distric*t where "standard restaurants" are permitted uses. (see Article 12 of the City of New Orleans Comprehensive Zoning Ordinance ("CZO")). However, the Property is also subject to section 12.2.B.1 of the CZO, which requires conditional use approval for any commercial use of five thousand (5,000) square feet or more. In accordance with these CZO regulations, we are seeking conditional use approval for a commercial use (standard restaurant) of more than five thousand (5,000) square feet of total floor area.

Notice of Community Meeting to Discuss/Review Proposal. A neighborhood meeting will be held to discuss/review the proposed conditional use to permit a commercial use (standard restaurant) of more than five thousand (5,000) square feet, as follows:

Saturday, September 10, 2022
10:30AM
4905 Freret Street (Cure Bar across the street from the Property)
New Orleans, Louisiana 70115

Applicant Contact Information. Please contact the following person should you have any questions related to this proposal or the community meeting noted above.

Ms. Christione Turner
1524 Edwards Avenue
Suite 5
Harahan, Louisiana 70123
Telephone: (504) 756-3173
Email: christioneturner@yahoo.com

Estimated Opening Date. The developer proposes to open within a few of months after receiving approval of the Conditional Use request, if such request is approved.

Notice of Changes to the Proposal. Following the neighborhood meeting referenced above, all interested parties will be notified of any changes to the proposed project by way of United States First Class mail or electronic mail. If you would like to receive electronic notification of changes, please provide us with your email address.

Site Plan/Artist Rendering. Enclosed you will find a proposed Site Plan and an Artist Rendering related to this project.

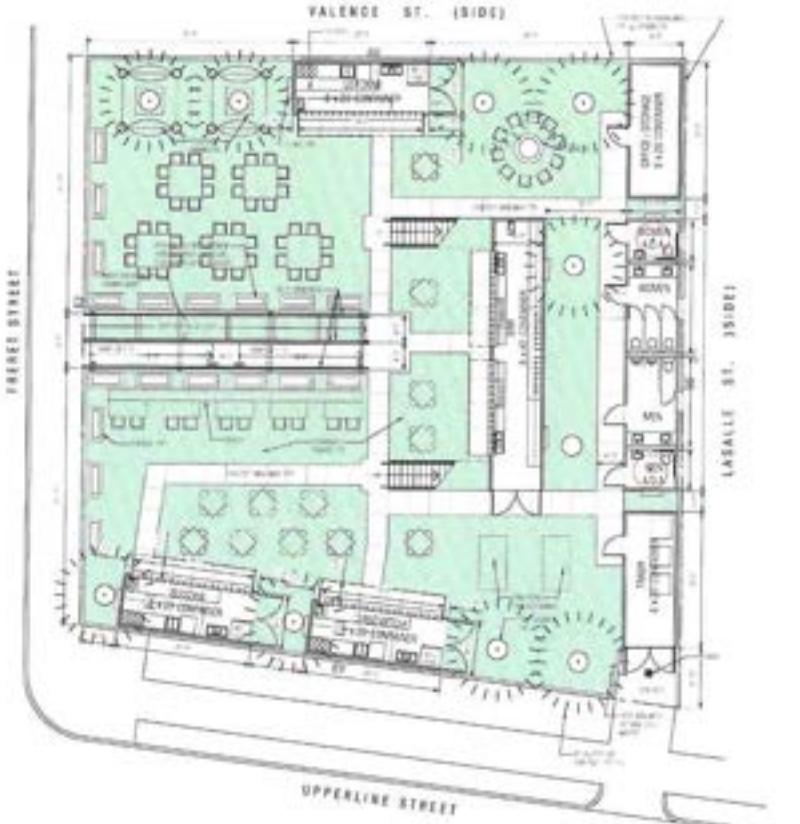
Techniques Used to Notify the Surrounding Neighbors and Associations. Each property owner, resident and neighborhood association (228) within a 600-foot radius of the proposed project (4730 Freret Street) is being notified of this NPP Meeting by way of United States Postal Service, First Class Mail. Additionally, the Councilman for District B, the City of New Orleans City Planning Commission staff and the Freret Milan Neighbors United are being notified by way of email..

Thank you and we look forward to seeing you on September 10, 2022, at 10:30AM at 4905 Freret Street (Cure Bar across the street from the Property).

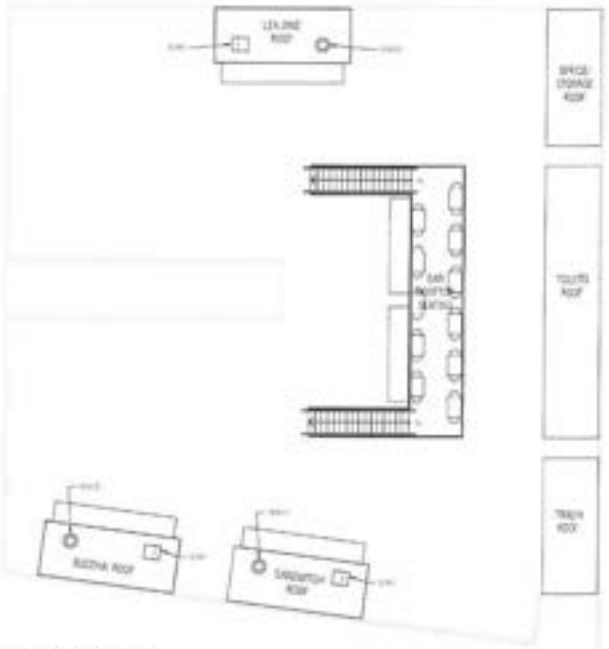
Very truly yours,

2GETHER, LLC

BY: _____
Christione Turner
Agent



SITE PLAN / FIRST FLOOR PLAN
SC 1/8" = 1'-0"



ROOF PLAN
SC 1/8" = 1'-0"

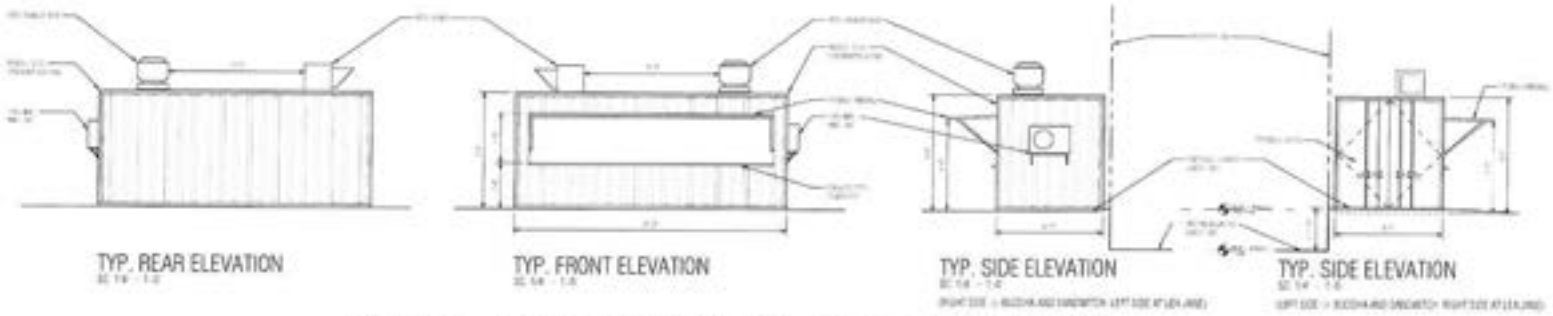
PROJECT DATA

1. SITE AREA 7,900 S.F.
   PERMEABLE AREA REQUIRED 790 S.F. (10%)
   PERMEABLE ARE PROVIDED 1,420 S.F. (18%)
2. CITY OF NEW ORLEANS ZONING CLASSIFICATION HU-MU
3. TOTAL SEATING FOR 144 INCLUDING TABLES HAMMOCKS AND FIRE PIT

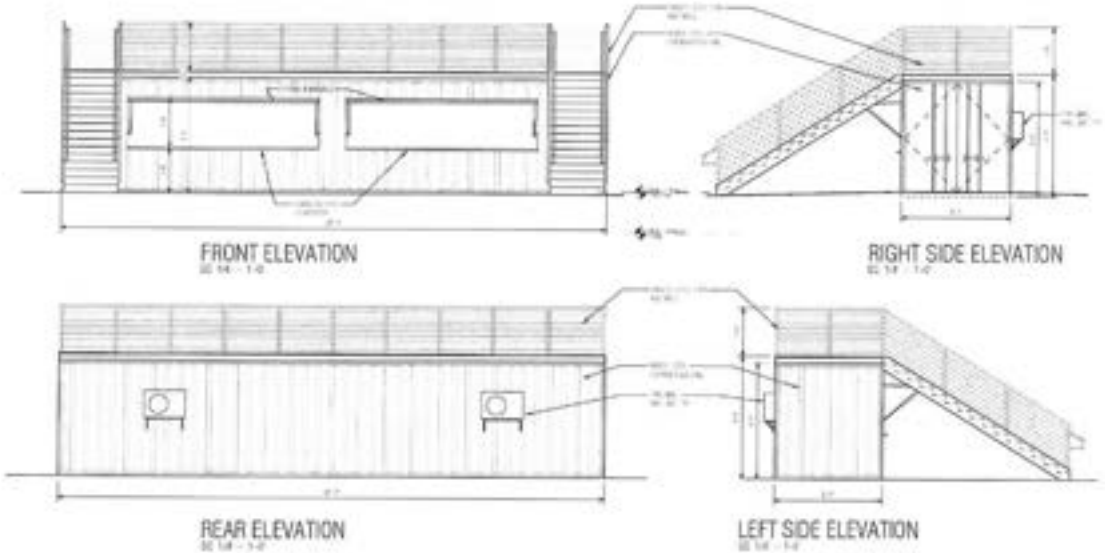
CONDITIONAL USE APPLICATION
BOHEMIA
4730 Freret Street
New Orleans, LA 70115

LKHarmon Architects

A1

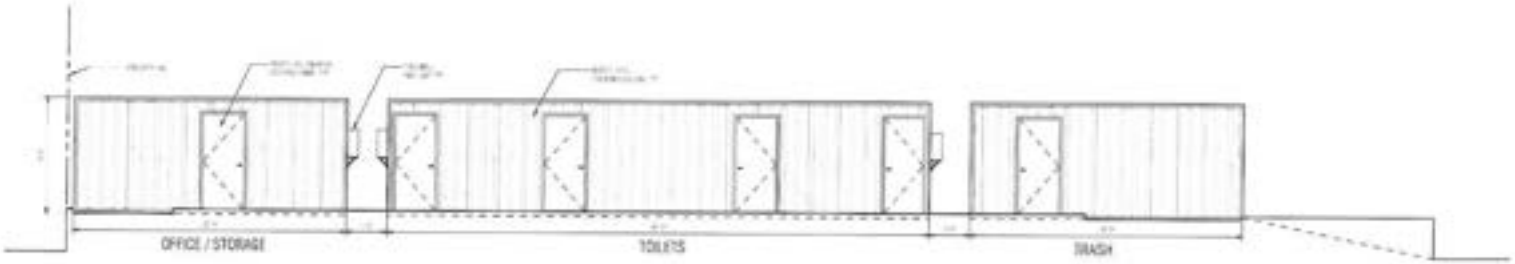


TYPICAL ELEVATIONS OF (3) FOOD CONTAINERS

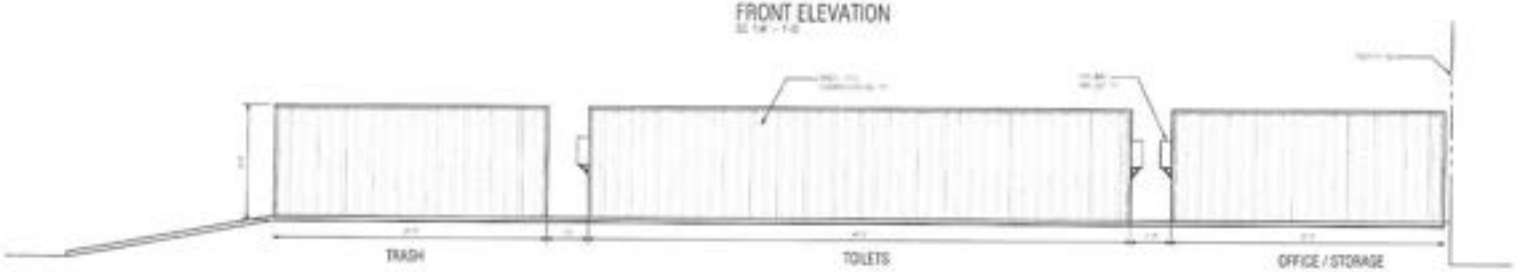


ELEVATIONS OF BAR CONTAINER

CONDITIONAL USE APPLICATION BOHEMIA 4720 Freret Street New Orleans, LA 70115	LKHarmon Architects	A2



FRONT ELEVATION



REAR ELEVATION

LEFT SIDE ELEVATION

TYP. SIDE ELEVATION W/ A/C

RIGHT SIDE ELEVATION

ELEVATIONS OF TRASH / TOILETS / OFFICE CONTAINERS

CONDITIONAL USE APPLICATION
BOHEMIA
4730 Forest Street
New Orleans, LA 70115

LKHarmon Architects

A3

Re: 4730 Freret Street--Proposed Conditional Use NPP Meeting Notice

Chris G. Young <cgyoung@msn.com>
Thu 8/18/2022 10:45 AM
To: Valerie Goines <Valerie.Goines@nola.gov>
Thank you!

Chris G. Young
Post Office Box 55297
Metairie, Louisiana 70055 USA
Telephone: (504) 915-5953
EMAIL: CGYOUNG@MSN.COM

From: Valerie Goines <Valerie.Goines@nola.gov>
Sent: Thursday, August 18, 2022 10:39 AM
To: Chris G. Young <CGYOUNG@msn.com>
Subject: RE: 4730 Freret Street--Proposed Conditional Use NPP Meeting Notice

The NPP meeting details can be found here: https://onestopapp.nola.gov/SummaryContent.aspx?type=Project&id=36263

Valerie Goines
Principal City Planner | New Orleans City Planning Commission
Office of Business and External Services
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
Office: (504) 658-7006l Google Voice: **(504) 323-4561**
valerie.goines@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:
Application Forms
Property Viewer (check the zoning of a property)
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

From: CPCINFO <CPCINFO@nola.gov>
Sent: Wednesday, August 17, 2022 9:38 AM
To: Valerie Goines <Valerie.Goines@nola.gov>
Subject: FW: 4730 Freret Street--Proposed Conditional Use NPP Meeting Notice
Importance: High

From: Chris G. Young <CGYOUNG@msn.com>
Sent: Tuesday, August 16, 2022 5:17 PM
To: CPCINFO <CPCINFO@nola.gov>; Elizabeth D Holman <Elizabeth.Holman@nola.gov>; Lesli Harris <Lesli.Harris@nola.gov>; neighborsunited.listserve@gmail.com; Alison N. Poort <Anpoort@nola.gov>;

Stephen K. Kroll <skroll@nola.gov>
Cc: Chris G. Young <CGYOUNG@msn.com>; Christione Turner <christioneturner@yahoo.com>
Subject: 4730 Freret Street--Proposed Conditional Use NPP Meeting Notice
Importance: High

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, use the reporting tool in your Outlook to send this message to Security.

All:

Attached you will find the Neighborhood Participation Program Meeting Notice and related documents in connection with the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115 (the "Property"). The developer proposes a commercial use (standard restaurant) of more than five thousand (5,000) square feet at the Property.

The NPP Meeting is scheduled, as follows:

Saturday, September 10, 2022
10:30 AM
Cure Bar
4905 Freret Street
New Orleans, LA 70115

Thank you!

Chris G. Young
Post Office Box 55297
Metairie, Louisiana 70055 USA
Telephone: (504) 915-5953
EMAIL: CGYOUNG@MSN.COM

EXHIBIT 3

(Copy of Text Message)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

3:18
New iMessage
Cancel
+1 (617) 669-8836
Sam...hi...this is Chris Young with 4730 Freret...pls call when you can...thanks!
Hey, can I call you back this afternoon. You keep catching me at just the wrong time
No problem. Look forward to your call....

EXHIBIT 4

(Copies of NPP Meeting Agenda, City of New Orleans Online Tools & CZO Excerpts distributed at NPP Meeting)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

Neighborhood Participation Program Meeting

PROPOSED CONDITIONAL USE TO PERMIT A COMMERCIAL USE OF MORE THAN 5,000 SQUARE FEET
(Standard Restaurant)

September 10, 2022
10:30AM
4905 Freret Street (Cure Bar)
New Orleans 70115

AGENDA

I. WELCOME/INTRODUCTION

A. Introduce Presenters/Owners
B. Overview of Space/Facility
C. Handouts

1. City of New Orleans Online Tools/Resources
2. Excerpts from the City of New Orleans Comprehensive Zoning Ordinance (CZO) related to use regulations applicable to the property
3. NPP Meeting Comment Cards
4. Site Plan

II. DESCRIPTION OF THE PROPOSED PROJECT

A. Description of Project-Proposed Conditional Use to permit Commercial Use (Standard Restaurant) of more than 5,000 Square Feet at 4730 Freret Street
B. Discuss the CZO sections and regulations that apply
C. Size of the site and floor area
D. Discuss how this proposed project will impact and benefit the neighborhood

III. PUBLIC COMMENT

IV. SUMMARY

A. How neighbor's comments and suggestions will be addressed

V. NEXT STEPS

A. Filing Application
B. Future/Ongoing Neighbor Input to the Project
C. Contact Information:

Ms. Christy Turner
1524 Edwards Avenue
Suite 5
NOLA 70123
EMAIL: christioneturner@yahoo.com
Telephone: (504) 756-3173

-END-

CITY OF NEW ORLEANS ONLINE TOOLS

CITY PLANNING COMMISSION WEBSITE

nola.gov/cpc

The City Planning Commission website hosts a number of important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance and the Master Plan.

COMPREHENSIVE ZONING ORDINANCE

czo.nola.gov

The entire text of the Comprehensive Zoning Ordinance can be viewed on this website.

NOTICEME

noticeme.nola.gov/

NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system that offers a way for interested parties to stay informed for land use proposals in an individually selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the City Planning Commission or Board of Zoning Adjustments.

ONE STOP APP

http://onestopapp.nola.gov/search.aspx

The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

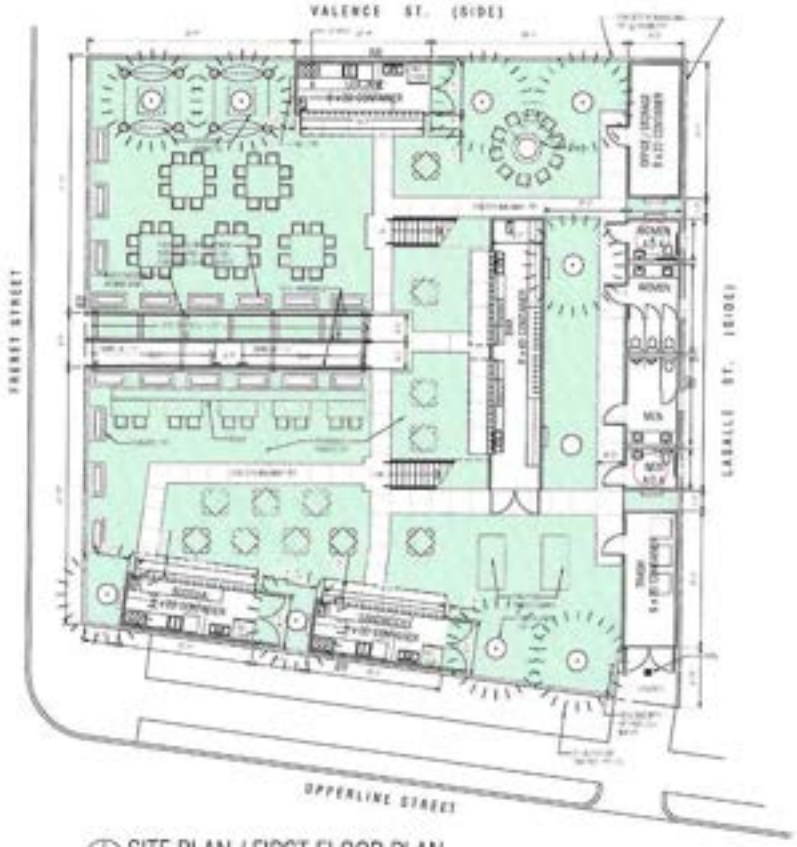
- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

PROPERTY VIEWER

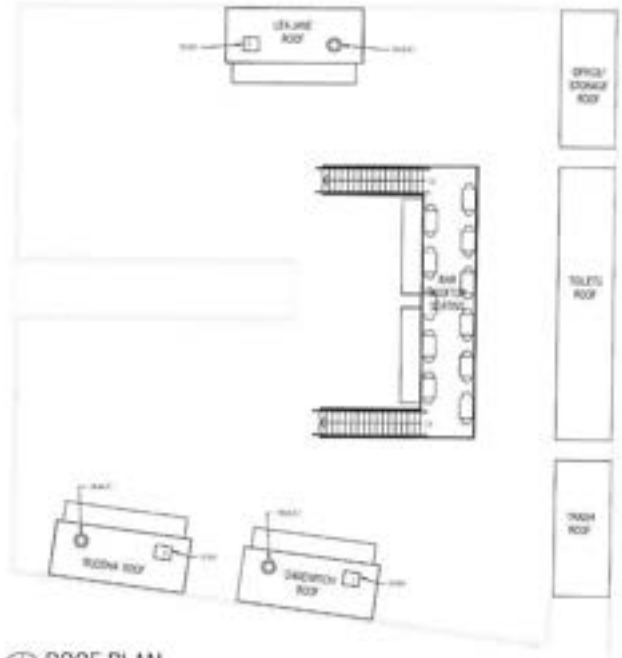
property.nola.gov

The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays "layers" of information that includes the Master Plan Future Land Use Map, zoning districts, and the locations of site-specific zoning actions approved by ordinance which includes Conditional Uses, Exceptional Uses, and Planned Development Districts. Links are provided that can take the viewer to the applicable section of the Comprehensive Zoning Ordinance and Assessor records.

Required NPP Meeting Handout # 1



SITE PLAN / FIRST FLOOR PLAN
SC 1/8" = 1'-0"



ROOF PLAN
SC 1/8" = 1'-0"

PROJECT DATA

1 SITE AREA 7,699 S.F.
PERMEABLE AREA REQUIRED 769 S.F. (10%)
PERMEABLE ARE PROVIDED 4,523 S.F. (57%)

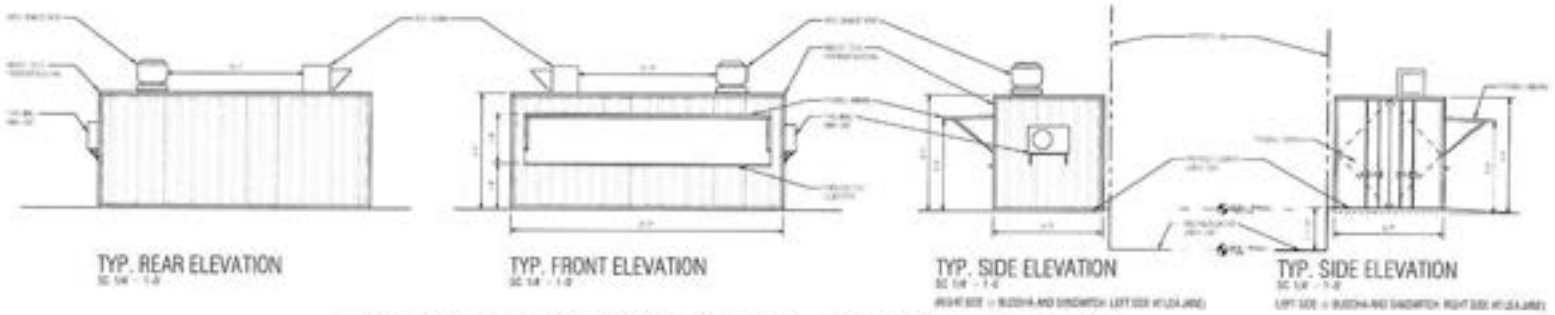
2 CITY OF NEW ORLEANS ZONING CLASSIFICATION - HU-MU

3 TOTAL SEATING FOR 144 INCLUDING TABLES, HAMMOCKS AND RAISED PIT

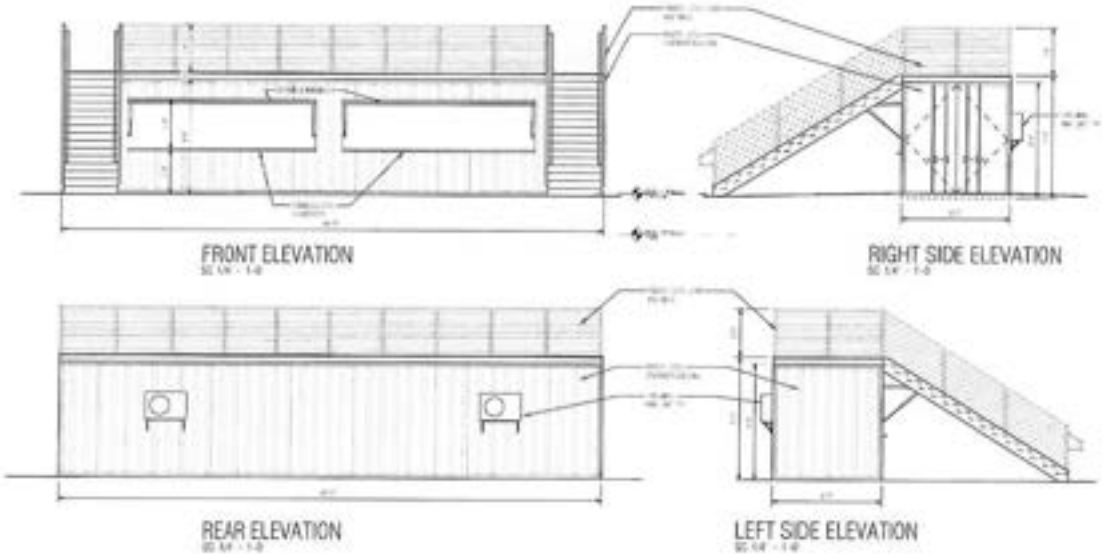
CONDITIONAL USE APPLICATION
BOHEMIA
4738 Freret Street
New Orleans, LA 70115

LKHarmon Architects
A Professional Architectural Corporation
8208 Jefferson Boulevard
New Orleans, Louisiana 70118
504.861.0870 kathleen@lkharmonarchitects.com

A1



TYPICAL ELEVATIONS OF (3) FOOD CONTAINERS

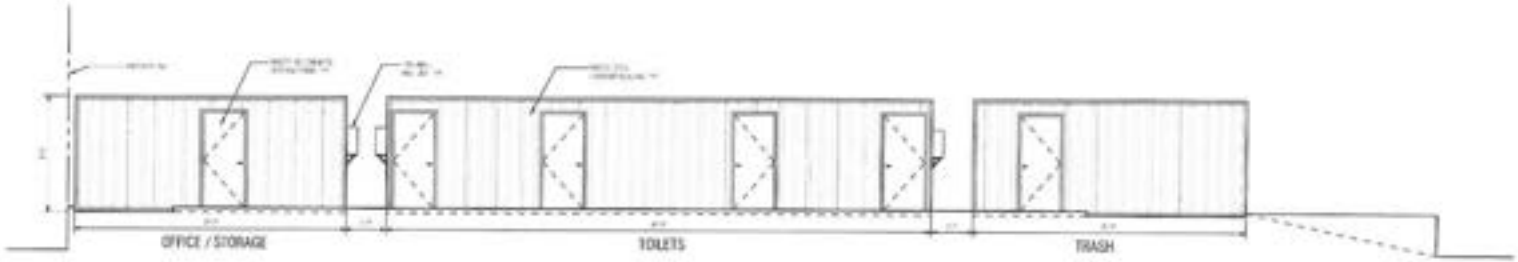


ELEVATIONS OF BAR CONTAINER

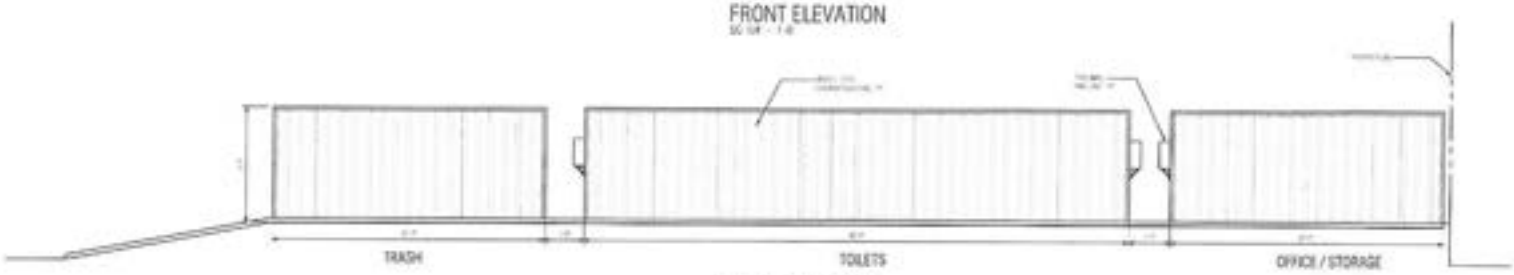
CONDITIONAL USE APPLICATION
BOHEMIA
4720 Freret Street
New Orleans, LA 70115

LKHarmon Architects

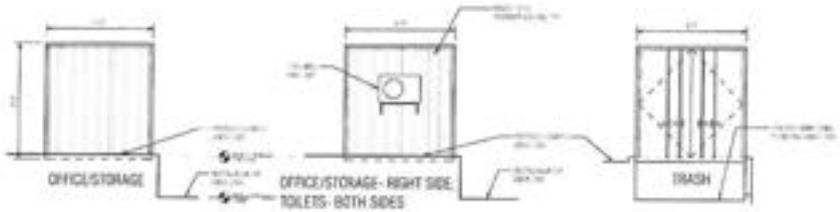
A2



FRONT ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION | TYP. SIDE ELEVATION W/ A/C | RIGHT SIDE ELEVATION

ELEVATIONS OF TRASH / TOILETS / OFFICE CONTAINERS

CONDITIONAL USE APPLICATION
BOHEMIA
4730 Freret Street
New Orleans, La 70115

LKHarmon Architects
A Professional Architectural Corporation
New Orleans Louisiana 70124

A3

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

Printed: 9/10/2022 5:48:49 AM

ARTICLE 12 HISTORIC URBAN NEIGHBORHOODS NON-RESIDENTIAL DISTRICTS

PURPOSE OF THE HISTORIC URBAN NEIGHBORHOODS

Historic Urban Neighborhoods are those areas of the city that were developed predominantly in the mid to late 19th century. The development pattern of Historic Urban Neighborhoods is characterized by a higher density and pedestrian scale environment with limited accommodation for the automobile. Within Historic Urban Neighborhoods, many of the residential neighborhoods contain traditional corner stores that serve the immediate residents and are in close proximity to commercial clusters of local businesses.

The non-residential districts of the Historic Urban Neighborhoods address the small-scale commercial areas have become integral parts of older neighborhoods. These range from pedestrian-oriented commercial clusters at the intersection of arterial streets, the traditional corner store, and mixed-use corridors. The regulations are intended to control the types of uses allowed and the scale of development to encourage their vitality while maintaining compatibility with nearby residential areas.

CHARACTER OF THE HISTORIC URBAN NEIGHBORHOODS

The character of the non-residential districts of the Historic Urban Neighborhoods is defined by:

» Commercial uses closely integrated into the residential neighborhoods, including the traditional corner store, small commercial clusters and small mixed-use corridors

» Commercial structures compatible in scale and design with the majority of buildings in nearby residential areas

» A pedestrian-oriented environment, with limited or no accommodation for on-site parking, where residents often walk to their destination

» Commercial uses generally oriented to serve the needs of nearby residents and the neighborhood

12.1 PURPOSE STATEMENTS

12.1.A PURPOSE OF THE HU-B1A NEIGHBORHOOD BUSINESS DISTRICT

The HU-B1A Neighborhood Business District is intended to address an individual parcel or small cluster of parcels in non-residential use that exist within residential areas that have historically served the neighborhood and are located on a corner, including established corner stores. These historic neighborhood business uses are consistent with the character of the surrounding neighborhood and are intended to serve the immediate area with minimal impact on the surrounding residential uses. This district also allows higher residential densities

when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

12.1.B PURPOSE OF THE HU-B1 NEIGHBORHOOD BUSINESS DISTRICT

The HU-B1 Neighborhood Business District is intended for commercial areas that predominantly serve the needs of the nearby residential neighborhoods. The general character of this type of development should be sensitive to and compatible with its residential surroundings. In addition to commercial uses, this district provides for single-family dwellings, two-family dwellings and can accommodate small-scale multi-family dwellings. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

12.1.C PURPOSE OF THE HU-MU NEIGHBORHOOD MIXED-USE DISTRICT

The HU-MU Neighborhood Mixed-Use District is intended for areas of mixed-use development that are close to residential neighborhoods. The district regulations are designed to encourage mixed-use areas that are compatible with adjacent or nearby land uses and pedestrian-oriented in character. In the HU-MU District, active retail and personal service uses along the ground floor with residential uses above are encouraged. A variety of residential dwellings are also allowed. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

12.1.D PURPOSE OF THE HISTORIC URBAN NEIGHBORHOODS NON-RESIDENTIAL MANDATORY INCLUSIONARY ZONING SUB-DISTRICTS

The Historic Urban Neighborhoods Non-Residential Mandatory Inclusionary Zoning Sub-Districts are intended to include mandatory affordable housing requirements, in accordance with Article 28, in districts that allow the development of ten or more dwelling units.

12.2 USES

12.2.A PERMITTED AND CONDITIONAL USES

Only those uses of land listed under Table 12-1: Permitted and Conditional Uses (#table12-1) as permitted uses or conditional uses are allowed within the Historic Urban Neighborhood Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). No letter (i.e., a blank space) or the absence of the use from the table indicates that use is not permitted within that zoning district.

Table 12-1: Permitted and Conditional Uses

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
RESIDENTIAL USE				
Bed and Breakfast – Accessory	P	P	P	Section 20.3.I
Bed and Breakfast – Principal	P	P	P	Section 20.3.I
Day Care Home, Adult – Small	P	P	P	Section 20.3.T
Day Care Home, Adult – Large		P	P	Section 20.3.T
Dwelling, Above the Ground Floor	P	P	P	
Dwelling, Single-Family	P	P	P	
Dwelling, Two-Family	P	P	P	Section 20.3.Y
Dwelling, Townhouse			P	Section 20.3.X
Dwelling, Multi-Family			P	
Dwelling, Established Multi-Family	P,C[8]	P[9]		Section 20.3.W
Dwelling, Multi-Family - Limited to 4 Units Maximum	P	P		
Dwelling, Small Multi-Family Affordable	P	P	P	Section 20.3.SSS
Group Home, Small	P	P	P	Section 20.3.GG
Group Home, Large	P[2]	P[2]	P	Section 20.3.GG
Group Home, Congregate			C	Section 20.3.GG
Home Based Child Care, Small	P	P	P	Section 20.3.T
Home Based Child Care, Large	P	P	P	Section 20.3.T
Permanent Supportive Housing	P[2]	P[2]	P	Section 20.3.PP
Residential Care Facility	P	P	P	Section 20.3.YY
Short Term Rental, Large	P	P	P	Section 20.3.LLL
Short Term Rental, Small	P	P	P	Section 20.3.LLL
COMMERCIAL USE				
Amusement Facility, Indoor		P	P	Section 20.3.E
Animal Hospital	P	P	P	
Art Gallery	P	P	P	

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
Arts Studio	P	P	P	
Bar			C	Section 20.3.G
Car Wash			C	Section 20.3.L
Catering Kitchen	P	P	P	
Child Care Center, Small	P	P	P	Section 20.3.S
Child Care Center, Large	C	P	P	Section 20.3.S
Day Care Center, Adult – Small	P	P	P	Section 20.3.S
Day Care Center, Adult – Large		P	P	Section 20.3.S
Day Care Center, Adult - Commercial		P	P	Section 20.3.S
Drive-Through Facility			C[3]	Section 20.3.V
Financial Institution	P	P	P	
Funeral Homes		C	C	
Grocery Store	P	P	P	
Gas Station		C	C	Section 20.3.EE
Health Club		P	P	
Hostel			C	
Hotel/Motel			C	
Live Entertainment – Secondary Use			C	Section 20.3.JJ
Medical/Dental Clinic	P	P	P	
Micro-Brewery			P	
Micro-Distillery			P	
Motor Vehicle Dealership, Small			P	
Motor Vehicle Service and Repair Facility, Small			C	Section 20.3.MM
Office	P	P	P	
Personal Service Establishment	P	P	P	
Pet Day Care Service	P	P	P	Section 20.3.QQ
Public Market		P	P	Section 20.3.TT
Recording Studio			P	
Reception Facility		C	C	Section 20.3.WW
Restaurant, Carry-Out	C	P	P	Section 20.3.ZZ

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
Restaurant, Fast Food		C	C	Section 20.3.ZZ
Restaurant, Specialty	P	P	P	Section 20.3.ZZ
Restaurant, Standard	P	P	P	Section 20.3.ZZ
Retail Goods Establishment	P	P	P	
Retail Sales of Packaged Alcoholic Beverages		C[4]	C	
Short Term Rental, Commercial			P	Section 20.3.LLL
Small Box Variety Store	P	P	P	Section 20.3.NNN
Wine Shop		C	C	Section 20.3.PPP
Winery			P	
INDUSTRIAL USE				
Brewery			P[7]	
Food Processing			C	
Distillery			P[7]	
Manufacturing, Artisan			P	
Mardi Gras Den			C	
Mini-Warehouse			C	
Warehouse			C	
INSTITUTIONAL USE				
City Hall	C	C	C	
Community Center	C	P	P	
Convent and Monastery		P	P	
Cultural Facility	C	C	C	Section 20.3.R
Educational Facility, Primary		P	P	Section 20.3.Z
Educational Facility, Secondary		P	P	Section 20.3.Z
Educational Facility, Vocational		P	P	Section 20.3.Z
Government Offices	P	P	P	
Place of Worship		P	P	
Public Works and Safety Facility			C	
Social Club or Lodge	P	P	P	Section 20.3.CCC
OPEN SPACE USE				
Agriculture – No Livestock	P	P	P	Section 20.3.C

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
Agriculture – With Livestock	C	C	C	Section 20.3.C
Parks and Playgrounds	P	P	P	
Stormwater Management (Principal Use)	P	P	P	
OTHER				
Parking Lot (Accessory Use)	P[10]	P[10]	P[10]	
Parking Lot (Principal Use)		C	C	Section 20.3.OO
Parking Structure (Principal Use)		C	C	Section 20.3.OO
Planned Development	C	C	C	Article 5
Utilities		P[5]	P[5]	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	C,P[6]	C,P[6]	C,P[6]	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	C	C	C	Section 20.3.JJJ

TABLE 12-1 FOOTNOTES

[1] The terms in this column ("Use") are defined in Article 26.

[2] Subject to the use restrictions in Section 12.2.B.2.

[3] Subject to the use restrictions in Section 12.2.B.3.

[4] Subject to the use restrictions in Section 12.2.B.4.

[5] Electrical Utility Substations and Transmission Lines shall be subject to design review as per Article 4, Section 4.5.B.5 and Table 4.2

[6] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

[7] Subject to the use restrictions in Section 12.2.B.5.

[8] Established Multi-Family Dwellings that comply with Section 20.3.W.1 are permitted uses while those that comply with Section 20.3.W.2 are conditional uses.

[9] Established Multi-Family Dwellings with a documented legal history are permitted uses in this district at any number previously provided.

[10] As authorized in Article 22, Section 22.8.B.2.a

Adopted by Jan. 20, 2017, Ord. 27,262 MCS, §1, Zoning Docket 114-16; Ord. No. 27,209, §1, Dec. 7, 2016, Zoning Docket 61/16; Ord. No. 27,375, §3, April 28, 2017, Zoning Docket 118/16; Ord. No. 27,338, §3, March 31, 2017, Zoning Docket 121/16; Ord. No. 27,726, §1, April 11, 2018, Zoning Docket 4/18; Ord. No. 27,707, §1, April 2, 2018, Zoning Docket 001/18; Technical Correction #1, 12-17-18; Ord. 28176, Sept. 5, 2019, ZD 58/19; Ord. No. 28,156 MCS, §6, August 8, 2019, Zoning Docket 026/19 & 027/19; Ord. 28349 MCS, 5-7-20, ZD 122/19; Ord. 28432 MCS, 8-6-20, ZD 38/20; Ord. 28622, 3-11-21, ZD 83/20; Ord. 28714 MCS, 7-1-21, ZD 24/24; Ord. 28696, 6-3-21, ZD 16/21; Ord 28905 MCS, 1-6-22, ZD 83/21; Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21; Ord 29004 MCS 4-21-22, ZD 001/22; Ord 29126, 8-12-22, ZD016/22

12.2.B USE RESTRICTIONS

12.2.B.1 COMMERCIAL USE FLOOR AREA LIMITATION

1. Commercial Use Floor Area Limitation

In the Historic Urban Neighborhood Districts, the floor area of commercial uses is limited as follows:

a. Commercial uses are permitted uses up to five thousand (5,000) square feet of total floor area, unless conditional use approval is required perTable 12-1 (#table12-1).

b. Conditional use approval required for any commercial use ofive thousand (5,000) square feet offloor area or more with the exception of grocery stores. Grocery stores are permitted by-right up to 10,000 square feet in area.

c. Any commercial use over ten thousand (10,000) square feet of total floor area is prohibited. This applie only to new construction as of the effective date of this Ordinance. Grocery stores are exempt from this prohibition. Grocery Stores over 10,000 square feet in area require conditional use approval. Commercia uses that locate within an existing structure as of the effective date of this Ordinance that are over ten thousand (10,000) square feet of total floor area require conditional use approval.

Adopted by Ord 28805 MCS, 10-21-21, ZD 48/21

12.2.B.2 GROUP HOME AND PERMANENT SUPPORTIVE HOUSING RESTRICTION IN HU-B1A AND HU-B1 DISTRICTS

In the HU-B1A and HU-B1 Districts, Large Group Homes and Supportive Housing uses are only permitted when located above the ground floor.

12.2.B.3 DRIVE-THROUGH FACILITIES IN THE HU-MU DISTRICT

Drive–Through facilities in the HU-MU District are only allowed as conditional uses where they are proposed to l constructed in combination with a retail goods establishment in order to provide or dispense medical or pharmaceutical products.

12.2.B.4 FLOOR AREA MINIMUM FOR RETAIL SALES OF PACKAGED ALCOHOLIC BEVERAGES IN THE HU-B1 DISTRICT

Retail sales of alcoholic beverages in the HU-B1 Districts must be within a business with a minimum of 5,000 square feet of floor area.

12.2.B.5 BREWERIES IN THE HU-MU DISTRICT

Only breweries and distilleries that produce fewer than 12,500 barrels per year are considered permitted uses i the HU-MU District.

Adopted by Ord. 28696 MCS, 6-3-21, ZD 16/21

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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18.10 AC-2 ARTS AND CULTURE DIVERSITY OVERLAY DISTRICT

18.10.A APPLICABILITY

The AC-2 Overlay District is intended as an overlay district for base commercial districts to create a commercial environment with additional permissions for live entertainment. An AC-2 Overlay District shall encompass an area zoned commercially with a minimum size of two (2) contiguous blocks. The AC-2 Overlay District applies to the following areas:

i. All lots in non-residential districts with frontage on Freret Street between Napoleon and Jefferson Avenues.

ii. All lots in non-residential districts with frontage on Newton Street between Teche Street and Behrman Avenue.

iii. All lots in non-residential districts with frontage on Teche Street, from Opelousas Avenue to the Jefferson Parish Line.

18.10.B USES

18.10.B.1 PERMITTED USES

In addition to all uses authorized in the base district, the following uses are allowed as permitted uses subject to the use standards of Article 20 and Paragraphs C below.

a. Art Gallery

b. Community Center

c. Cultural Facility

d. Public Market

e. Indoor Amusement Facilities up to a maximum of five-thousand (5,000) square feet of gross floor area

f. Live Entertainment – Secondary Use

g. Live Performance Venue

h. Restaurant, Standard, which may sell alcoholic beverages for consumption on premises in conjunction with meals

18.10.B.2 CONDITIONAL USES

In addition to all uses authorized in the base district, the following uses are allowed as conditional uses subject to the use standards of Article 20 and Paragraphs C below.

a. Bar, limited to two (2) bars per blockface.

b. Indoor Amusement Facilities above five-thousand (5,000) square feet of gross floor area. However, indoor amusement facilities shall not exceed ten thousand (10,000) square feet of gross floor area.

18.10.C USE STANDARDS

18.10.C.1 LIVE PERFORMANCE VENUE

a. A Live Performance Venue is limited to plays and musicals.

b. A Live Performance Venue is permitted to sell alcoholic beverages for consumption on-site only one (1) hour prior to and during performances.

c. Ticket sales are limited to the number of seats provided for the performance or the lowest rated capacity of the bar.

d. Standing room only performances are prohibited.

18.10.C.2 LIVE ENTERTAINMENT – SECONDARY USE

a. All establishments providing live entertainment shall hold the appropriate Live Entertainment Permit.

b. All establishments providing live entertainment are subject to a closed doors and windows policy during any performance.

c. All establishments providing live entertainment are subject to the applicable noise, litter, and other laws of the City, including the Comprehensive Zoning Ordinance, Building Code, City Code, and Life Safety Code.

d. A bar may provide live entertainment, including a permanent area for dancing, but adult uses and karaoke are prohibited. All bars providing live entertainment shall hold a Class A General ABO Permit and the appropriate Live Entertainment Permit.

18.10.C.3 RESTAURANT

a. Musical accompaniment for patrons at a restaurant (standard or specialty), in conformance with the following use standards:

1. During the performance of any musical accompaniment, all doors and windows in the restaurant shall remain closed. Any amplification used in support of a musical accompaniment shall be directed towards the patrons of the restaurant, and not toward any door, window or outdoor space.

2. No cover charge shall be charged for any performance of any musical accompaniment.

3. Full restaurant service shall continue during the performance of any musical accompaniment.

4. No more than ten percent (10%) of a restaurant's seating area may be dedicated to a staging area for any performance of musical accompaniment.

5. Aside from the portion of the restaurant seating area dedicated to the staging of the musical accompaniment, no restaurant seating may be removed or relocated during the performance in order to accommodate an audience and/or dance area.

6. Performance of the musical accompaniment shall not be permitted beyond 10:00 p.m. on Sundays through Wednesdays, or beyond midnight on Thursdays through Saturdays.

7. Musical accompaniment shall only be performed in the interior of a restaurant; outdoor musical accompaniment shall be subject to the general Live Entertainment – Secondary Use regulations, as applicable.

Any musical accompaniment for patrons at a restaurant that is not in conformance with the above standards shall be subject to general Live Entertainment – Secondary Use regulations, as applicable.

b. A Special Event Permit may temporarily relieve a restaurant from standards of this section. Special Event Permits are limited to no more than ten (10) times a year for a total of thirty (30) days per year. Performances permitted by a Special Event Permit shall be a minimum of fourteen (14) days apart.

18.10.C.4 BAR

a. Hours of operation for bars are restricted to between 10:00 a.m. and 12:00 Midnight on Sunday through Thursday, and between 10:00 a.m. and 2:00 a.m. on Friday and Saturday.

b. Bars shall mitigate noise to those levels specified in the Noise Ordinance by soundproofing the live entertainment area.

EXHIBIT 5

(Copies of NPP Meeting Sign-in Sheets)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

NPP Meeting Sign-In Sheet

4730 Freret Street

Proposed Conditional Use-Commercial Use of More than 5000 Square Feet

September 10, 2022 at 10:30 AM

4905 Freret Street

New Orleans 70115

Name	Mailing Address	City, State Zip	E-mail Address	Phone Number	Organization
Sam Berman	4701-25 Freret	NOLA		(617669-8826	MBCO
Joe maly	2327 Valence	"	Joemaly@aol.com	415-218-3445	
Ed Pointer	2 Marlborough Pl	"	Edpointer@introdox.com	504-232-7848	
Thalia (Tom) Kirchner	4913 S Robertson	"	hawkwind811@yahoo.com	708-566-0372	Resident
Kyle Wood	2421 Valence	NOLA 70115	Kylewoodpdp@gmail.com	202-379-8304	
~~Eric Watts~~	4725 Freret St	NOLA	WATS1962@gmail.com Bellsouth.net	504-913-2573	

NPP Meeting Sign-In Sheet

4730 Freret Street

Proposed Conditional Use-Commercial Use of More than 5000 Square Feet

September 10, 2022 at 10:30 AM

4905 Freret Street

New Orleans 70115

Name	Mailing Address	City, State Zip	E-mail Address	Phone Number	Organization
PETER HOROON	516 JULIA ST	NOLA 70130	PETERESOFIANOLA.COM	(303) 842-0786	BOHEMIA
Neal Bodenheimer	4905 Freret St.	NOLA 70115	Neale Curenola.com	6464931661	Bodenheimer LLC/Cure LLC
V. KATHERINE HARMON	6238 Argonne Blvd.	NOLA 70124	harmon@lkharmonarchitects.com	504-255-2270	LK Harmon Architects
Marcos + Cecilia Ruiz	7601 S.W. 139 Street ~~ellector305@icloud.com~~ ~~Miami, FL 33173~~	Miami, FL 33158	ellector305@icloud.com	305-302-1489	

EXHIBIT 6

(Copy of Comment Card from NPP Meeting)

2GETHER, LLC

Neighborhood Participation Program (NPP) Meeting
September 10, 2022
10:30 AM

Project Address:
4730 Freret Street
New Orleans 70115

NPP Meeting Address:
4905 Freret Street
New Orleans 70115

NPP Meeting Comment Card

Date: _____

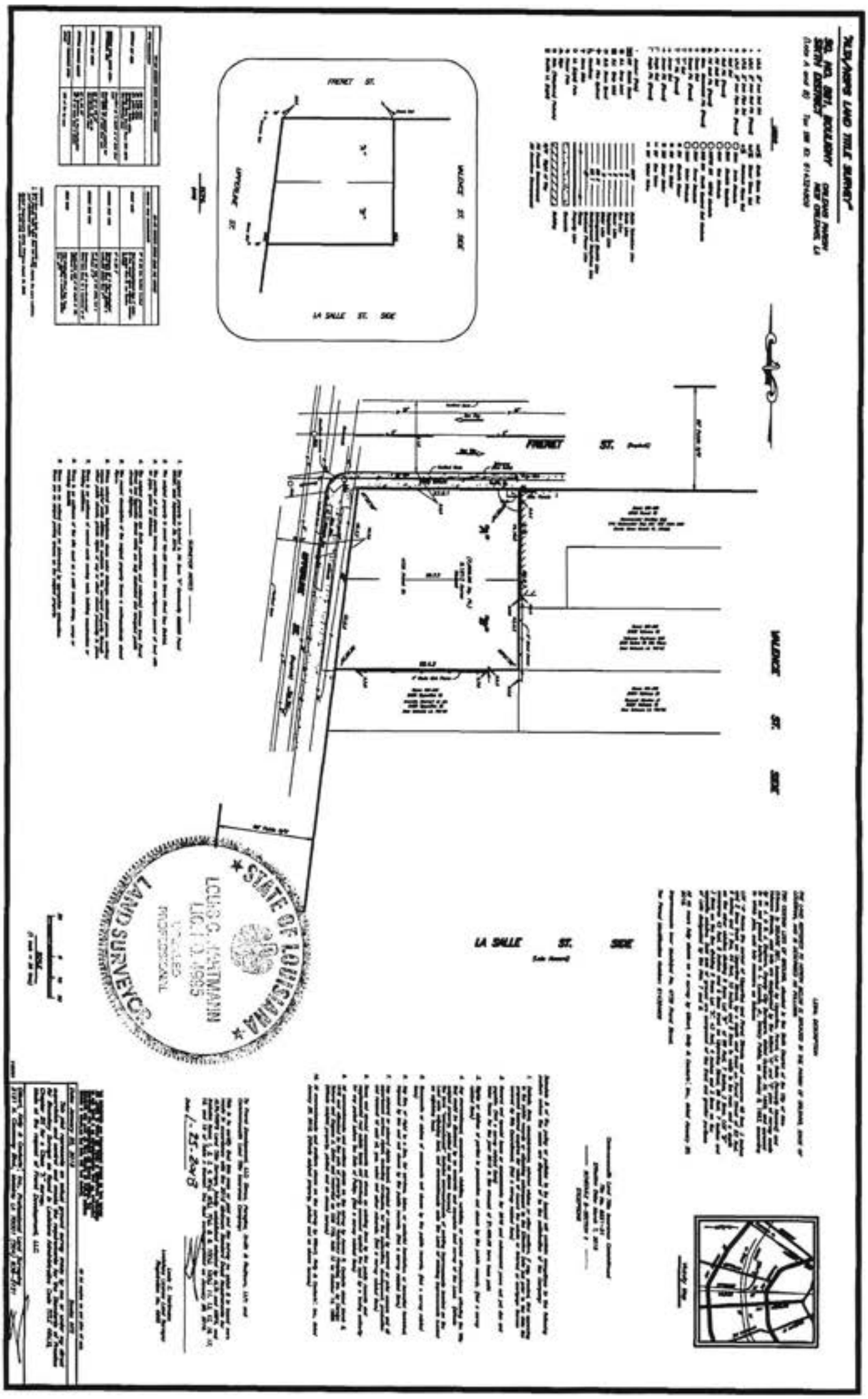
Name/Address of Project: Bohemia

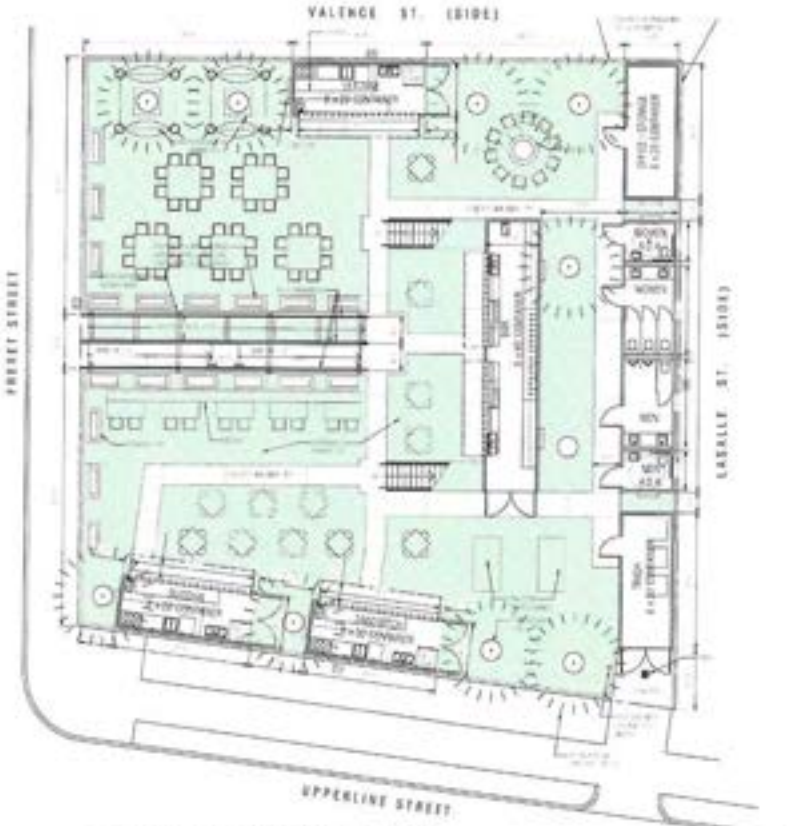
Comment/Question: Parking is going to be hard, but I am in favor. Benefits outweigh the Parking Issues

Contact Information (optional): Neal Bollenmeier
Name email

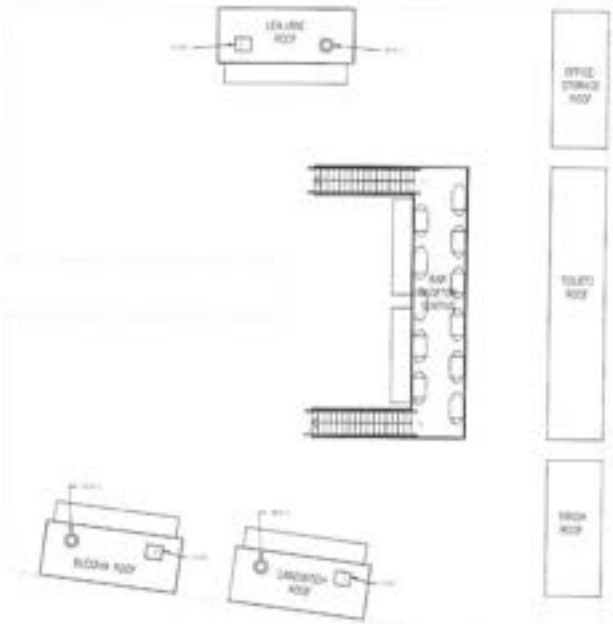
Neale@neworla.com
Address

1940 Prytania St.
NOLA 70115


FRENET ST.
WILKINS ST. SIDE
LA SALLE ST. SIDE
STATE OF LOUISIANA
LICENSED PROFESSIONAL
LAND SURVEYOR



SITE PLAN / FIRST FLOOR PLAN
SC 1/8" = 1'-0"

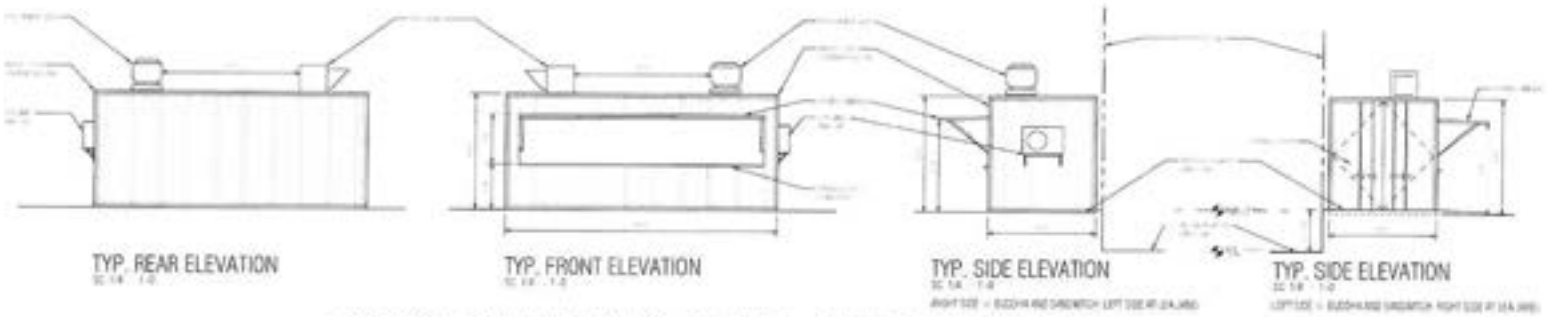


ROOF PLAN
SC 1/8" = 1'-0"

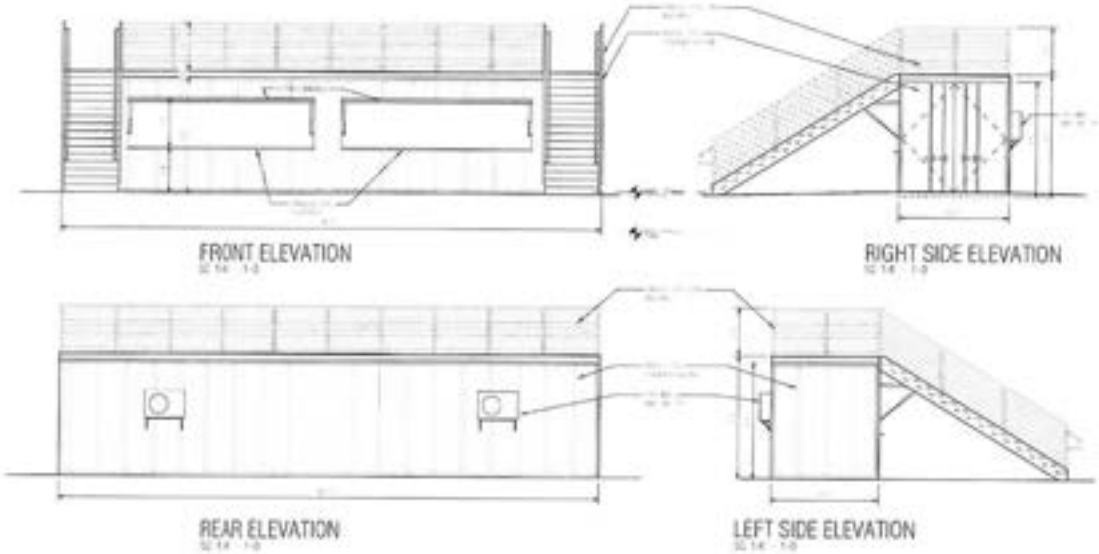
PROJECT DATA

1. SITE AREA 7,930 S.F.
   PERMEABLE AREA REQUIRED 793 S.F. (10%)
   PERMEABLE ARE PROVIDED 4,503 S.F. (57%)
2. CITY OF NEW ORLEANS ZONING CLASSIFICATION HU-MU
3. TOTAL SEATING FOR 144 INCLUDING TABLES HAMMOCKS AND FIRE PIT

CONDITIONAL USE APPLICATION BOHEMIA 4700 Freret Street New Orleans, LA 70115	LKHarmon Architects A Professional Architectural Corporation New Orleans, Louisiana	A1



TYPICAL ELEVATIONS OF (3) FOOD CONTAINERS

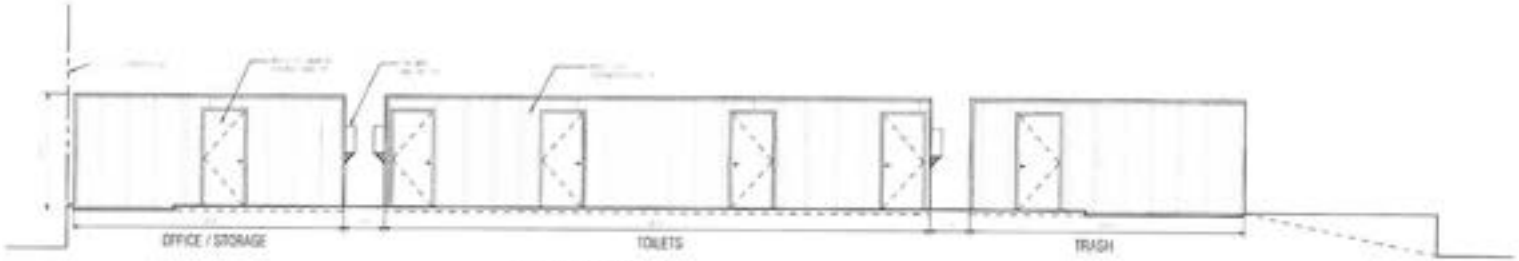


ELEVATIONS OF BAR CONTAINER

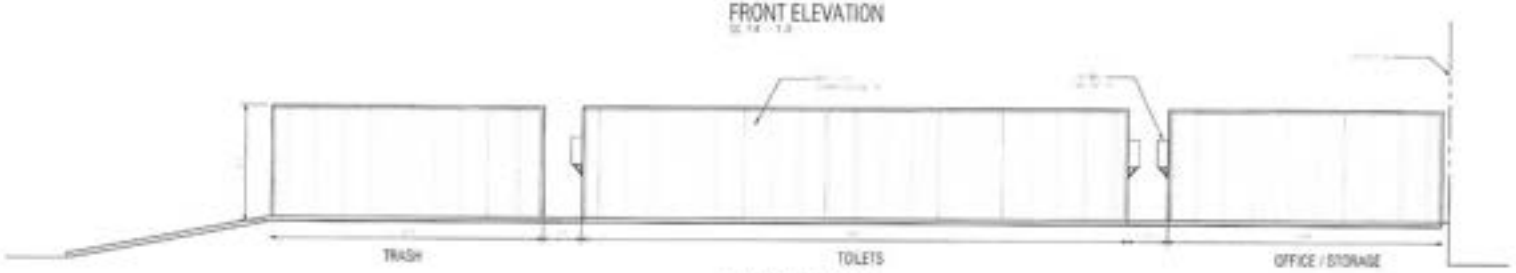
CONDITIONAL USE APPLICATION
BOHEMIA
4730 Ferrel Street
New Orleans, LA 70115

LKHarmon Architects

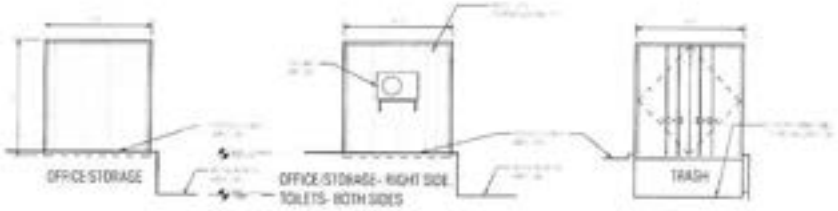
A2



FRONT ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

TYP. SIDE ELEVATION W/ A/C

RIGHT SIDE ELEVATION

ELEVATIONS OF TRASH / TOILETS / OFFICE CONTAINERS

CONDITIONAL USE APPLICATION
BOHEMIA
4730 Forest Street
New Orleans, LA 70115

LKHarmon Architects

A3

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by
Sign Provided ○ Date
Tracking Number

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed: 4730 Freret Street, New Orleans, LA 70115

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ◉ Agent

Applicant Name: ATG Licensing Consultants, LLC

Applicant Address: 1524 Edwards Avenue, Suite 5

City: Harahan State: Louisiana Zip: 70123

Applicant Contact Number: (504) 915-5953 Email: cgyoung@msn.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name: 2GETHER, LLC

Property Owner Address: 5831 Laurel Street

City: New Orleans State: Louisiana Zip: 70115

Property Owner Contact Number: (504) 415-1001 Email: billy@blattybars.com

SPECIFIC ZONING REQUEST

Request for a conditional use to permit a commercial use (standard restaurant) of more than five thousand square feet of floor area at the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115.

PROPERTY LOCATION

Square Number(s): 581 Lot Number(s): A and B

Bounding Streets: ~~Upperline Street~~ ~~Valence Street~~ Lasalle Street

Zoning: HU-MU Municipal District: 6

Tax Bill Number: 614324609 Planning District:

DESCRIPTION OF PROJECT (Attachments are acceptable)

Request for a conditional use to permit a commercial use (standard restaurant) of more than five thousand (5,000) square feet of floor area at the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115, which is zoned HU-MU (Neighborhood Mixed Use District) where "standard restaurants" are permitted uses. However, the property is also subject to section 12.2.B.1 of the CZO, which requires conditional use approval for any commercial use of five thousand (5,000) square feet or more. The proposed "standard restaurant" is 7,899 square feet. See attached Site Plan.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by	
Sign Provided O Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date _____

Agent Signature _____ Date 12/15/22

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 15th day of December, 2022

My Commission expires At DEATH

IKE SPEARS
Notary Public
State of Louisiana
Orleans Parish
Notary ID # 5093 LSBA #17811
My Commission is for Life

AUTHORIZATION
TO ACT FOR
2GETHER, LLC

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on December 13, 2022, before me, a Notary Public duly commissioned and qualified in and for aforesaid county and state, and in the presence of the undersigned witnesses, personally came and appeared:

WILLIAM P. BLATTY, whose present mailing address is 5831 Laurel Street, New Orleans, Louisiana 70115; and

who, after being duly sworn, did acknowledge and declare that he is the authorized Manager of Blatty Bars, LLC, Manager of 2GETHER, LLC; and that 2GETHER, LLC is the owner of the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115; and that 2GETHER, LLC does hereby authorize and empower Christopher G. Young, Christione Turner and ATG Licensing Consultants, LLC to act for and in its name, to do the following:

Prepare and file an application for a Conditional Use to permit a commercial use of more than five thousand (5,000) square feet of floor area at the property bearing municipal address 4730 Freret Street, New Orleans, Louisiana 70115 (the "Property") and any related matters in a *HU-MU Neighborhood Mixed Use Zoning District*, including the authority to execute all application documents, and appear before the City Planning Commission of the City of New Orleans and the New Orleans City Council on behalf of 2GETHER, LLC in connection with the Conditional Use applications.

THUS DONE AND SIGNED on the date and date set forth above in the Parish of Orleans, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

2GETHER, LLC

BY: William P. Blatty, Jr.
William P. Blatty, Manager of Blatty Bars, LLC, Manager of 2GETHER, LLC

WITNESSES:

Daphne A. Casmier
Signature
Print Name: DAPHNE A. CASMIER

Maple Gaines
Signature
Print Name: Maple Gaines

NOTARY PUBLIC
Ike Spears #17811

CAM

Crescent Title, LLC
7835 Maple Street
New Orleans, LA 70118
File No.: 215281

CASH SALE

Sale of Property

by:

Freret Development, LLC

to:

2Gether, LLC

United States of America
State of Louisiana
Parish of Orleans

BE IT KNOWN that on the dates so indicated below and before the undersigned notary(ies) public, duly commissioned and qualified, in and for the Parish of Orleans and State of Louisiana and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

Freret Development, LLC (Tax ID# XX-XXX0554), a limited liability company organized and existing under the Laws of the State of Louisiana, pursuant to Articles of Organization registered with the Secretary of State, represented herein by Andrew S. Jacobs, Manager, pursuant to an Authorization, an original of which is annexed hereto and made a part hereof.
Mailing Address: 4730 Freret Street, New Orleans, LA 70115

Who declares that it does by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto,

2Gether, LLC (Tax ID# XX-XXX985), a limited liability company organized and existing under the Laws of the State of Louisiana, pursuant to Articles of Organization registered with the Secretary of State, represented herein by William Blatty, Jr., Agent, pursuant to an Authorization, an original of which is annexed hereto and made a part hereof.
Mailing Address: 5831 Laurel Street, New Orleans, LA 70115

here present, accepting and purchasing for itself, its successors, heirs, and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

"Description of Property"

TWO CERTAIN LOTS OF GROUND, together with all of the buildings and improvements thereon and all of the servitudes, rights and appurtenances thereunto belonging or in anywise appertaining, situated in the **SIXTH DISTRICT** of the City of New Orleans, in **SQUARE 581**, bounded by Upperline, Freret, La Salle (formerly Howard) and Valence Streets, said lots are designated by the **LOT LETTERS "A" and "B"** on a plan of survey made by W. J. & G. J. Seghers, Deputy City Surveyors, dated October 30, 1922, and annexed to an act passed before H. L. Loomis, Jr., Notary Public, on January 9, 1923, according to which plan, said lots measure as follows:

LOT "A" forms the corner of Upperline and Freret Streets and measures 45 feet, 3 inches and 2 lines front on Upperline Street, by a depth and front on Freret Street of 83 feet, 8 inches and 1 line, 44 feet, 10 inches and 5 lines in width in the rear, and a depth on the other sideline dividing it from Lot "B" of 89 feet, 7 inches, and 3 lines. LOT "B" measures 43 feet, 8 inches and 6 lines front on Upperline Street, 89 feet, 7 inches and 3 lines on the line dividing it from Lot "A", 43

Orleans Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST # 2021-44654 12/20/2021 09:42 11 AM
TYPE: S B PGIS:
CINS 701205

feet 4 inches and 2 lines in width in the rear, by 95 feet, 4 inches and 2 lines on the opposite sideline. Said lots of ground are composed of the front and greater portions of Lots designated by the Nos. 7 and 8.

All as more fully shown on a survey made by Gilbert, Kelly and Couturie, Inc., Surveying and Engineering, dated March 8, 1978, resurveyed September 26, 1980, a copy of which is annexed to an act before Louis G. Dutel, Jr. Notary Public, dated July 29, 1981.

As further shown on the survey by Gilbert, Kelly & Couturie, Inc., dated January 25, 2018, a copy of which is recorded as Inst. 2018-08236, CIN 633702.

Being the same property acquired by Freret Development, LLC by act registered as Inst. 2018-08236, CIN 633702, Orleans Parish, Louisiana.

The following is not insured and is offered for informational purposes only: The improvements thereon bear Municipal No. **4730 Freret Street**, New Orleans, LA 70115.

PURCHASER(S) herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2022 bearing Tax **Assessment No. 614324609** are to be forwarded to:

2Gether, LLC
5831 Laurel Street, New Orleans, LA 70115

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.

2. Any and all matters as shown on survey by Gilbert, Kelly & Couturie, Inc. dated January 25, 2018.

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.

To have and to hold the above-described property unto the Purchaser itself, its successors, heirs, and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of One Hundred And No/100 Dollars ($100.00) and Other Valuable Consideration which the Purchaser has well and truly paid, in ready and current money to the Seller who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and exigible for the current tax year are paid as per a research of the tax rolls for the year 2021. The 2021 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

By reference to the certificates of the Conveyance and Mortgage records in and for the Parish of Orleans, it does not appear that the property herein has been heretofore alienated by the Seller or that it is subject to any unpaid encumbrances whatsoever.

CERTIFICATE OF AUTHORITY OF THE MANAGER OF FRERET DEVELOPMENT, LLC

The undersigned, being the manager (the "Manager") of Freret Development, LLC (the "Company"), a Louisiana limited liability company whose articles of organization were filed with the Louisiana Secretary of State on October 6, 2014, hereby declares pursuant to La. R.S. 12:1317(C) that, in accordance with provisions of the Operating Agreement of the Company, as amended by that certain First Amendment to the Operating Agreement, including (without limitation) Section 8.2.2, the Manager is authorized to act in the name of and on behalf of the Company to:

1. Sell the immovable property bearing municipal address of 4730 Freret Street, New Orleans, LA 70115, which immovable property is more particularly described below (the "Property"):

> TWO CERTAIN LOTS OF GROUND, situated in the Sixth District of the City of New Orleans, in SQUARE 581, bounded by Upperline, Freret, La Salle (formerly Howard) and Valance Streets, said lots are designated by the letters "A" and "B" on a plan of survey made by W. J. & G. J. Seghers, Deputy City Surveyors, dated October 30, 1922, and annexed to an act passed before H. L. Loomis, Jr., Notary Public, on January 9, 1923, according to which plan, said lots measure as follows:
>
> LOT "A" forms the corner of Upperline and Freret Streets and measures 45 feet, 3 inches and 2 lines front on Upperline Street, by a depth and front on Freret Street of 83 feet, 8 inches and 1 line, 44 feet, 10 inches and 5 lines in width in the rear, and a depth on the other sideline dividing it from Lot "B" of 89 feet, 7 inches, and 3 lines. LOT "B" measures 43 feet, 8 inches and 6 lines front on Upperline Street, 89 feet, 7 inches and 3 lines on the line dividing it from Lot "A", 43 feet 4 inches and 2 lines in width in the rear, by 95 feet, 4 inches and 2 lines on the opposite sideline. Said lots of ground are composed of the front and greater portions of Lots designated by the Nos. 7 and 8.

2. Execute and deliver on behalf of the Company such documents and instruments as are required or appropriate and as may be necessary in order to consumenate the sale of the Property, including (without limitation) any and all acts of sale, acknowledgments, loan documents, affidavits, mortgages, promissory notes, indemnities, contracts, settlement statements (with prorations and adjustments to the purchase price deemed acceptable to the Manager), commitments, assignments, agreements and instruments as may be necessary in order to consummate the sale of the Property and to obligate the Company to perform any obligations and exercise any and all rights created under or by virtue of the subject documents and instruments; and

3. Cause the Company to take all actions and do all things deemed necessary or appropriate, in the Manager's sole discretion, in furtherance of the matters described herein.

The Manager further certifies that any and all actions heretofore taken in respect of the matters described in this Certificate be, and hereby are, ratified and confirmed by the Company as its act and deed.

The undersigned warrants the correctness of the above information to and further certifies: (i) that the undersigned is and always has been the Manager of the Company since its organization; (ii) that the Operating Agreement of the Company, as amended by that certain First Amendment to the Operating Agreement, is in full force and effect; (iii) that the Manager's authority pursuant to Section 8.2.2 of the Operating Agreement of the Company, as amended, has not been limited, restricted or abrogated in any way by any action of the Company; and (iv) that this Certificate of Authority may be relied up on by any third party in respect of the matters described in this Certificate.

THUS, DONE AND SIGNED by the undersigned Manager of Freret Development, LLC on this 27th day of October, 2021.

By: _____
Name: Andrew S. Jacobs
Title: Manager

PROPERTY ADDRESS: 4730 Freret St, New Orleans, LA 70015

AS IS – WHERE IS WITH WAIVER OF REDHIBITION

Seller has not made and shall make no representation or warranty concerning the condition, or the suitability for any purpose, of the Property including any and all improvements located thereon. The act of sale shall include the following with an acknowledgement by Purchaser that is purchasing subject to this provision:

Purchaser hereby acknowledges and agrees that the Property is being conveyed by Seller to Purchaser "AS IS, WHERE IS", with all faults and without any warranties or representations whatsoever, except as to title, and that Purchaser is relying on its in inspection and evaluation of the Property.

Purchaser expressly acknowledges that neither Seller, nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, makes any warranties, covenants, guarantees or representations whatsoever, express or implied, as to the condition of the Property. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548. Purchaser further declares and acknowledges that Purchaser does hereby waive the warranty of fitness for intended purposes or guarantee against hidden or latent redhibitory vices under Louisiana law, and that warranty imposed by Louisiana Civil Code Articles 2475 and 2520, and any applicable state or federal law and the jurisprudence thereunder. As a material and integral consideration for the execution of this act of sale by Seller, Purchaser waives and releases Seller from any and all claims and or causes of action which Purchaser may have or hereafter may be otherwise entitled to, based on vices or defects in the property herein sold, including all improvements located thereon, whether in the nature of redhibition, reduction of the Purchase Price, concealment, and/or any other theory of law, including but not limited to any rights under Louisiana Civil Code Articles 2520 through 2548. Purchaser acknowledges that Seller was not the manufacturer nor builder of any of the buildings, improvements, other constructions or components parts of the property and Purchaser further assumes the risk as to all vices and defects in the property, including all buildings, improvements, other constructions or component parts of the property located thereon and all movable property, equipment, fixtures, appliances or other goods located on the property, whether those vices or defects are latent and/or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Purchaser from making this purchase. Purchaser further acknowledges that the property is fit for the Purchaser's intended use and particular purpose and that the zoning of the property is suitable for Purchaser's use and purpose.

Purchaser further acknowledges that Purchaser (a) had ample opportunity to fully inspect the property, (b) has inspected the property to the extent Purchaser desired, (c) desires to purchase the property in its present condition, and (d) agrees to purchase the property subject to any physical encroachments on the property or any physical encroachments by improvements located on the property onto adjacent property.

Without limiting the generality of the foregoing and as further consideration for this sale, Purchaser, its assigns and transferees hereby accepts the Property as is, where is, in its existing environmental condition and waives, discharges, releases Seller, its affiliates, predecessors, successors, assigns, agents, partners, officers, employees, directors and insurers form any and all claims and/or causes of action which Purchaser or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for (i) any environmental liabilities arising from the Property, including any claims,

AJJ

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demands, causes of action (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule, regulation, or ordinance involving the environment including, but without limitation Article 2315.3 of the Louisiana Civil Code, Statewide Order 29B by Office of Conservations, Department of Natural Resources, State of Louisiana, the Louisiana Abandoned Oilfield Waste State Law (La. R.S. 30:71, et seq.), as amended, the Louisiana Environmental Quality Act (La. R.S. 30:2001, et seq.) as amended, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. '9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substance Control Act (15 U.S.C. '2601, et seq.), as amended and or/(ii) the existence of any Hazardous Materials in, on, under or from the Property. "Hazardous Materials" means mold, mildew, and other fungi (including but not limited to aspergillus/penicillium, bipolaris/derschlera, and stachybotrys), lead paint, asbestos, petroleum products and/or any materials defined as "hazardous pollutants", "toxic pollutants", "pollutants", "hazardous substances", "hazardous waste", "Hazardous constituents" or "solid waste" or language of similar import in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1990, 42 U.S.C. '9601 et seq., (b) the Resource Conservation and Recovery Act, U. S. C. '6901 et seq., (c) the Clean Air Act, 42 U.S.C. '7401 et seq., (d) the Clean Water Act, 33 U.S.C. '1251 et seq., and /or (e) any other federal, state or local environmental statue or ordinance and any regulations promulgated under any of the foregoing, all as amended from time to time, and any regulation, as well as any other substance or substances the presence of which requires investigation or remediation under any federal, state or local statue, regulation, ordinance, order, action, policy or law, or which is or becomes defined as or has the characteristics of a conventional, non-conventional, hazardous, toxic or solid waste, material, substance, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance pertaining to human health and for the environment as amended.

Purchaser:
2Gether, LLC

BY: _____
William Blatty, Jr.
Agent

Seller:
Freret Development, LLC

BY: _____
Andrew S. Jacobs
Manager

ASJ

UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS
2Gether, LLC

The undersigned, being the only Members of 2Gether, LLC, a Louisiana Limited Liability Company (the "Company"), and as such, having full power and authority to act in the name of and on behalf of the Company, do hereby vote for, consent to, authorize and adopt the following actions:

WHEREAS, William Blatty, Jr. is the sole Member and Manager of Blatty Bars, LLC, having full power and authority to act in the name of and on its behalf;

WHEREAS, Katherine Oshea and Juan Padro are the only Members of Andres James LLC, having full power and authority to act in the name of and on its behalf;

WHEREAS, the Company desires to authorize the purchase and mortgage of the property located at 4730 Freret Street, New Orleans, LA 70115 (the "Property");

WHEREAS, the Company desires to authorize William Blatty, Jr. to execute all documents in connection with said purchase and mortgage of the above referenced property including but not limited to any settlement statement, promissory note, mortgage, act of sale and/or any other documents on behalf of the Company, and

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED THAT:

Section 1. Authorization for Purchase and Mortgage
The purchase and mortgage of the property is hereby authorized and approved.

Section 2. Authorized Agent
William Blatty, Jr. is hereby authorized to act as Agent for the Company with respect to the above described purchase and mortgage, and to execute all documents in connection therewith, including, but not limited to, any mortgage, settlement statement, promissory note, act of sale and/or other documents having such terms and conditions as he deems appropriate in his sole discretion.

Section 3. Certification
The undersigned confirm and warrant the accuracy of the above information, and that the power and authority of the Members and Agent as provided herein has not been limited, restricted or abrogated in any way by any action of the Company. The undersigned further confirm and warrant that this Authorization may be fully and completely relied upon by Crescent Title, LLC, its title insurance underwriters, and the law firm of Bergeron, Douglass, Frosch & Mack, LLC.

Thus done and signed on the dates so indicated below.

Blatty Bars, LLC, Member

DocuSigned by:

By: William Blatty, Jr., its Sole-Member and Manager — 10/25/2021 | 8:10 PM PDT — Date

Andres James LLC, Member

DocuSigned by: Katherine Oshea

By: Katherine Oshea, Member — 10/26/2021 | 3:29 PM PDT — Date

DocuSigned by:

By: Juan Padro, Member — 10/26/2021 | 4:18 PM PDT — Date

Thus Done and Passed, in my office in New Orleans, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the undersigned Appearers, and me, Notary, after reading the whole.

WITNESSES:

SIGN _____
PRINT Jack Eglo

SIGN _____
PRINT Leonard Aucoin

SELLER:
Freret Development, LLC

BY: _____
Andrew S. Jacobs, Manager

_____
Notary Public

CHARLES A. MARTS
Attorney at Law, Bar #34666
Notary Public #133805
Parish of Orleans, State of Louisiana
My Commission is for Life

Thus Done and Passed, in my office in New Orleans, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the undersigned Appearers, and me, Notary, after reading the whole.

WITNESSES:

SIGN _____
PRINT Leonard Aucoin

SIGN _____
PRINT Jack Eglo

PURCHASER:
2Gether, LLC

BY: _____
William Blatty, Jr., Agent

_____
Notary Public

CHARLES A. MARTS
Attorney at Law, Bar #34666
Notary Public #133805
Parish of Orleans, State of Louisiana
My Commission is for Life

Title Ins. Prod.: Crescent Title, LLC
Address: 7835 Maple Street, New Orleans, LA 70118
Prod. Lic #: 300974
Title Ins. Underwriter: Fidelity National Title Insurance Company
Title Opinion by: Tina Skold Clark
La Bar Roll #: 4154

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-44654
Recording Date: 10/29/2021 09:42:11 AM
Document Type: SALE
Addtl Titles Doc Types:

Conveyance Instrument Number: 701203

Filed by: CRESCENT TITLE LLC
7835 MAPLE ST

NEW ORLEANS, LA 70118

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

UNITED STATES OF AMERICA

State of Louisiana

R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the attached document(s) of

2GETHER, LLC

are true and correct and are filed in the Louisiana Secretary of State's Office.

44562399K	ORIGF	8/23/2021	3 page(s)
45253263	22 AR	1/31/2023	1 page(s)

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 31, 2023

Secretary of State

WEB 44562399K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11681634#LJH62

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

STATE OF LOUISIANA

ARTICLES OF ORGANIZATION

(R.S. 12:1301)

1. The name of this limited liability company is:
2GETHER, LLC

2. This company is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED

3. The duration of this limited liability company is: (may be perpetual):
PERPETUAL

4. The company is:
MANAGER-MANAGED

Other provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: JONATHAN SCHULTIS (8/21/2021)
TITLE: ATTORNEY

LIMITED LIABILITY COMPANY INITIAL REPORT

(R.S. 12:1305 (E))

The name of this limited liability company is:
2GETHER, LLC

The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:
5831 LAUREL ST.
NEW ORLEANS, LA, 70115

Mailing Address:
5831 LAUREL ST.
NEW ORLEANS, LA, 70115

The full name and municipal address (not a P.O. Box only) of each of this limited liability company's registered agent(s) is/are:
JONATHAN SCHULTIS
101 W. ROBERT E. LEE BLVD. STE 400
NEW ORLEANS, LA, 70124

The name and municipal address (not a P.O. Box only) of the managers or members:
BLATTY BARS, LLC (MANAGER, MEMBER)
5831 LAUREL ST.
NEW ORLEANS, LA, 70115

ANDRES JAMES, LLC (MEMBER)

1977 W. 34TH AVE.
DENVER, CO, 80211

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: JONATHAN SCHULTIS (8/21/2021)
TITLE: ATTORNEY

SECRETARY OF STATE

Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 44562399K

Charter Name: 2GETHER, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
08/23/2021	JONATHAN SCHULTIS	JONATHAN SCHULTIS

R. Kyle Ardoin
Secretary of State

LIMITED LIABILITY COMPANY
ANNUAL REPORT
For Period Ending
8/23/2022

44562399K

2022

Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

44562399 K
2GETHER, LLC

5831 LAUREL ST.
NEW ORLEANS, LA 70115

1

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)
Registered Office Address in Louisiana (Do not use P. O. Box)

5831 LAUREL ST.
NEW ORLEANS, LA 70115

Federal Tax ID Number

Our records indicate the following registered agents for the company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. **A**

NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.

JONATHAN SCHULTIS
101 W. ROBERT E. LEE BLVD. STE 400 NEW ORLEANS, LA 70124

I hereby accept the appointment of registered agent(s).

New Registered Agent Signature

Sworn to and subscribed before me on
NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Notary Signature **Date**

This report reflects a maximum of three members/managers for the company. Indicate any changes or deletions below. Include a listing of all names and addresses. Do not use a P. O. Box. If additional space is needed attach an addendum. *Officer titles, such as president or secretary are not acceptable.*

BLATTY BARS, LLC 5831 LAUREL ST. NEW ORLEANS, LA 70115	Manager, Member
ANDRES JAMES, LLC 1977 W. 34TH AVE. DENVER, CO 80211	Member

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.

SIGN →	To be signed by a manager, member, or agent	Title	Phone	Date
	Chris G. Young (SIGNED ELECTRONICALLY)	Agent		01/31/2023
	Signee's address	Email Address ON FILE		(For Office Use Only)

Enclose filing fee of $30.00

Return by: 8/23/2022

Make remittance payable to Secretary of State
Do Not Send Cash
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DO NOT STAPLE

To: **Commercial Division**
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704

2

UNSIGNED REPORTS WILL BE RETURNED

4730 Freret Street
New Orleans, Louisiana 70115

Legal Description

TWO CERTAIN LOTS OF GROUND, together with all of the buildings and improvements thereon and all of the servitudes, rights and appurtenances thereunto belonging or in anywise appertaining, situated in the **SIXTH DISTRICT** of the City of New Orleans, in **SQUARE 581**, bounded by Upperline, Freret, La Salle (formerly Howard) and Valence Streets, said lots are designated by the **LOT LETTERS "A" and "B"** on a plan of survey made by W. J. & G. J. Seghers, Deputy City Surveyors, dated October 30, 1922, and annexed to an act passed before H. L. Loomis, Jr., Notary Public, on January 9, 1923, according to which plan, said lots measure as follows:

LOT "A" forms the corner of Upperline and Freret Streets and measures 45 feet, 3 inches and 2 lines front on Upperline Street, by a depth and front on Freret Street of 83 feet, 8 inches and 1 line, 44 feet, 10 inches and 5 lines in width in the rear, and a depth on the other sideline dividing it from Lot "B" of 89 feet, 7 inches, and 3 lines. LOT "B" measures 43 feet, 8 inches and 6 lines front on Upperline Street, 89 feet, 7 inches and 3 lines on the line dividing it from Lot "A", 43 feet 4 inches and 2 lines in width in the rear, by 95 feet, 4 inches and 2 lines on the opposite sideline. Said lots of ground are composed of the front and greater portions of Lots designated by the Nos. 7 and 8.

All as more fully shown on a survey made by Gilbert, Kelly and Couturie, Inc., Surveying and Engineering, dated March 8, 1978, resurveyed September 26, 1980, a copy of which is annexed to an act before Louis G. Dutel, Jr, Notary Public, dated July 29, 1981.

As further shown on the survey by Gilbert, Kelly & Couturie, Inc., dated January 25, 2018, a copy of which is recorded as Inst. 2018-08236, CIN 633702.

Being the same property acquired by Freret Development, LLC by act registered as Inst. 2018-08236, CIN 633702, Orleans Parish, Louisiana.

The following is not insured and is offered for informational purposes only: The improvements thereon bear Municipal No. **4730 Freret Street**, New Orleans, LA 70115.

Haley M. Delery

From: Ed Pointer <Ed.Pointer@Intralox.com>
Sent: Friday, May 12, 2023 11:01 AM
To: Stephen K. Kroll
Cc: Haley M. Delery; Sabine E. Lebailleux
Subject: RE: ZD022-23 (4730 Freret St)
Attachments: Desired Design Changes and Provisos to Updated Plans - Ed Pointer (5-12-23).docx

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Haley and Stephen:

Attached is my comments to the updated design plans for the proposed bar/restaurant at 4730 Freret St., expressing my desire for a Staff recommendation of Denial and, if Staff recommends Approval, my proposed Provisos, which, if adopted, I think really can make this outdoor bar/restaurant work and fit well along Freret St and be compatible with the residential neighbors. I would certainly like going there (if the food is good), as we all enjoy supporting Vals' and Dat Dog. But the design and operating provisos are essential.

Please feel free to call me if would like to better understand the thinking behind any of the proposed provisos.

Thanks.
Ed

Edward J. Pointer
Commercial Sales Contracts Manager – Equipment
301 Plantation Road
Harahan, LA 70123
Office: 504-570-2240
Cell: 504-232-9848

From: Stephen K. Kroll <skroll@nola.gov>
Sent: Thursday, May 11, 2023 3:34 PM
To: Ed Pointer <Ed.Pointer@Intralox.com>
Cc: Haley M. Delery <hdelery@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>
Subject: Re: ZD022-23 (4730 Freret St)

Ed,

We may recommend approval subject to a list of design changes that will need to be made to address the design deficiencies. I'd encourage you to give us your comments on these updated plans.

From: Ed Pointer <Ed.Pointer@Intralox.com>
Sent: Thursday, May 11, 2023 3:24 PM
To: Stephen K. Kroll <skroll@nola.gov>

Cc: Haley M. Delery <hdelery@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>
Subject: RE: ZD022-23 (4730 Freret St)

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Stephen and Haley:

Thanks for the updated plans for 4730 Freret St. Since this updated plan still does not meet many of the site and building design standards of the Freret St. HU-MU district and the structures still are not compatible in scale and design with nearby residences as required under HU-MU, I assume that the Staff will have to recommend to CPC denial of the Conditional Use application. I will confirm that when you post your updated Staff Report. So, I won't bother you with my comments to these updated plans, saving them to work with the Councilwoman's office if it finds its way to the City Council.

I regrettably will attend the CPC meeting on May 23 to oppose the application. Might have been a nice project if they would have come up with a better design plan.

Thanks for helping me through this process. We shall see what CPC decides.

Ed
Edward J. Pointer
Commercial Sales Contracts Manager – Equipment
301 Plantation Road
Harahan, LA 70123
Office: 504-570-2240
Cell: 504-232-9848

From: Stephen K. Kroll <skroll@nola.gov>
Sent: Tuesday, May 9, 2023 5:01 PM
To: Ed Pointer <Ed.Pointer@Intralox.com>
Cc: Haley M. Delery <hdelery@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>
Subject: Re: ZD022-23 (4730 Freret St)

Hi Ed,

The updated plans is attached. We just received it yesterday, so we haven't really looked through it yet. The matter has been deferred to the 5/23 CPC meeting, and the Commission will take action then.

From: Ed Pointer <Ed.Pointer@Intralox.com>
Sent: Tuesday, May 9, 2023 4:36 PM
To: Stephen K. Kroll <skroll@nola.gov>
Subject: RE: ZD022-23 (4730 Freret St)

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Stephen:
With Haley out of the office for a while, could I impose on you to send me the amended application for Conditional Use at 4730 Freret St. I believe that I heard today at CPC meeting that the owners have submitted new plans or designs.

Thanks.
Ed
Edward J. Pointer
Commercial Sales Contracts Manager – Equipment
301 Plantation Road
Harahan, LA 70123
Office: 504-570-2240
Cell: 504-232-9848

From: Haley M. Delery <hdelery@nola.gov>
Sent: Monday, March 20, 2023 2:07 PM
To: Stephen K. Kroll <skroll@nola.gov>; Ed Pointer <Ed.Pointer@Intralox.com>
Subject: RE: ZD022-23 (4730 Freret St)

Okay, that works. Ed – do you have Microsoft teams? If so, I can send a meeting invite. If you only have zoom, can you send the meeting link?

From: Stephen K. Kroll <skroll@nola.gov>
Sent: Monday, March 20, 2023 12:12 PM
To: Haley M. Delery <hdelery@nola.gov>; 'Ed Pointer' <Ed.Pointer@Intralox.com>
Subject: Re: ZD022-23 (4730 Freret St)

Let's do Thursday from 10 am to 11 am.

From: Haley M. Delery <hdelery@nola.gov>
Sent: Monday, March 20, 2023 11:41 AM
To: 'Ed Pointer' <Ed.Pointer@Intralox.com>; Stephen K. Kroll <skroll@nola.gov>
Subject: RE: ZD022-23 (4730 Freret St)

Thanks for getting back to me with some times.

Stephen, please let us know what works best for you – today at 3:30, Wed between 9 and 10:30 a.m., or anytime Thursday.

From: Ed Pointer <Ed.Pointer@Intralox.com>
Sent: Monday, March 20, 2023 11:28 AM
To: Haley M. Delery <hdelery@nola.gov>; Stephen K. Kroll <skroll@nola.gov>
Subject: RE: ZD022-23 (4730 Freret St)

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Haley:
I am available this week as follows:

Today – Monday – late afternoon any time from 3:30 – 6:00
Wednesday morning up until 10:30 AM
Thursday – all day any time

Schedule for whenever best for you.
Thanks.
Ed

Edward J. Pointer
Commercial Sales Contracts Manager – Equipment
301 Plantation Road
Harahan, LA 70123
Office: 504-570-2240
Cell: 504-232-9848

From: Haley M. Delery <hdelery@nola.gov>
Sent: Friday, March 17, 2023 9:46 AM
To: Ed Pointer <Ed.Pointer@Intralox.com>; Stephen K. Kroll <skroll@nola.gov>
Subject: RE: ZD022-23 (4730 Freret St)

Hi Ed,

Stephen Kroll in our office and I would be happy to meet with you.

The report is due in one week, so please let us know some of your soonest availabilities and we can schedule a virtual meeting.

Have a good weekend!
Haley

From: Haley M. Delery
Sent: Friday, March 17, 2023 8:48 AM
To: Ed Pointer <Ed.Pointer@Intralox.com>
Subject: RE: ZD022-23 (4730 Freret St)

Correction: All written comments must be received by 5 p.m. on the Monday *eight days prior to the hearing date

---

From: Haley M. Delery
Sent: Friday, March 17, 2023 8:38 AM
To: Ed Pointer <Ed.Pointer@Intralox.com>
Subject: ZD022-23 (4730 Freret St)

Good morning and thanks for reaching out!

I will check my schedule, but incase I am unavailable please be advised that the process for public comment is to email cpcinfo@nola.gov 15 days in advance of the public meeting. So for ZD022-23 that will be heard at the April 11th meeting, the deadline for comment is Monday, April 3 at 5 p.m. You will also have an opportunity to speak in person at the CPC meeting.

From: Ed Pointer <Ed.Pointer@Intralox.com>
Sent: Thursday, March 16, 2023 4:47 PM

To: Haley M. Delery <hdelery@nola.gov>
Subject: 4730 Freret St. - Conditional Use Application

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Haley:

I understand that you have been assigned the Conditional Use application for a standard restaurant at 4730 Freret St. by 2Gether, LLC. My name is Ed Pointer and I live at 2 Marlborough Gate Place, basically catty-corner to the rear of the proposed site (now a vacant lot) – if not the most impacted by the development, certainly in the top 3 or 4.

I would appreciate an opportunity to meet with you about my thoughts on the application and also general neighborhood thoughts (which I can try to pull together). It is a highly unusual proposed development that I neither firmly support or oppose. I just know that because it is so unusual, it best be done right or it might become a disaster for the neighborhood, both the commercial businesses on Freret and the immediately adjacent residential neighbors. I have experience working with City Planning Dept from both work years ago and personally 4 years ago building our current house, and I am very familiar with the Zoning Code from past work. I think I could efficiently communicate my thoughts with respect to compliance with the Code, and not waste your time with emotional reactions.

Can we schedule a time to meet or talk by phone or Zoom?

And if you would like to know names and contact info of other neighbors, both commercial and residential, that might have strong interest in this application, I will be glad to ask around and send you names and contact info. The neighborhood association is a terrific group, but is not that well-organized at this time, so you may not hear from them. Engaging with some neighbors directly is best way to get feedback on this application.

Look forward to speaking with you.
Thanks.
Ed

Edward J. Pointer
Commercial Sales Contracts Manager – Equipment
301 Plantation Road
Harahan, LA 70123
Office: 504-570-2240
Cell: 504-232-9848

4730 Freret St
Conditional Use Application – Standard Restaurant
Project # ZD022-23; Ref. Code: XPKSPW

Ed Pointer, 2 Marlborough Gate Place - adjacent neighbor to site

May 12, 2023

Desired Staff Recommendation

Since this updated plan still does not meet most of the site and building design standards of the Freret St. HU-MU district and the structures are not even close to compatible in scale and design with nearby residences as required under HU-MU, a Staff recommendation of denial of the Conditional Use application seems compulsory. A denial by Staff, followed by CPC, would then stimulate the owners to go back to the drawing board, develop a plan design that fits along the Freret St. corridor and addresses the residential neighbors' concerns about noise, safety, lights, etc., and re-file a conforming application next time.

As is apparent from both sets of plans now, the owners clearly want to establish another Tchoup Yard or Wrong Iron, not a restaurant, but that type of outdoor bar/restaurant belongs on Tchoupitoulas and Lafitte Greenway under the applicable MU-1 zoning with sufficient land to provide massive parking lots as a buffer transition to residential neighbors, not on historic Freret St. surrounded on 3 sides by mostly owner-occupied single-family residences.

Desired Design Changes and Provisos to Updated Plans in the event Staff recommends Approval

Primary Concern: The residential neighbors' primary concern is noise interring with enjoyment of our front porches and front and back yards and with our sleep. Most neighbors within a few houses from this site are elderly folks spending lots of time on porches and in yards or families with young children with bedtimes well before 10:00 PM.

Requested Provisos if Staff recommends approval:

DESIGN MODIFICATIONS

SAFETY

1) Locking security gate at front entrance on Freret St. (and every other entrance/exit)
2) Full height secure wall (same as along Upperline St.) with opaque locking security gates surrounding the handicapped parking space and continuing to the rear property line, and then

continuing along the rear property line to the Valence side property line - creating a continuous secure perimeter around the entire site. [The drawings seem to indicate there is only a 30" wall around the parking space and along rear property line leaving it open to access other than front entrance on Freret St. and unable to secure when operations are closed.]

NOISE

1. The wall along Upperline from the rear property line of this site to front property line of site on Freret should be entirely brick (no iron fencing) and a height of 7' or 8' above the ground level of the restaurant (not the sidewalk), as the restaurant apparently will be filled to elevate above current sidewalk level (plans indicate stairs and ramps at front entrance).
2. Brick / Iron wall and entrance gate along Freret should be a secure 6' high above sidewalk level.
3. Move the 3 Kitchen containers to line up along the Upperline St. side of the property backing up to the solid wall along Upperline. With Kitchen containers along Upperline and Bar, Storage and Restroom containers along or near the rear property line, an excellent 8' high and 8' wide buffer from noise (and light) between the outdoor bar/restaurant to the adjacent homes is constructed. The Humble Bagel building already provides a buffer on the Valence St. side; pointless to put Kitchen containers along that building and does not help the design guidelines to establish buildings along streets. Like the buildings at Val's and Dat Dog create a buffer between the outdoor dinning areas along Freret St. and residential neighbors behind them, we need to create a similar building buffer using the containers.

LIGHTS

All lights must be directional lights projecting only onto the restaurant with fixtures that prevent light projecting beyond the perimeter walls. [There is outstanding street lighting in this area; absolutely no need for additional lighting outside of the walls.]

TRASH

Move the area and container over to Freret St next to Humble Bagel. Don't compound already ridiculous amount of trash cans on Upperline from all of the residential units with more from a Freret St. business.

LANDSCAPING

Plant trees / hedges along solid brick wall along Upperline St. in public right of way area between the sidewalk and the wall located on the site property line (it is probably 5' from sidewalk to the property line). Wall being 7' or 8' high will not be overbearing to pedestrians because will be 5' or so from sidewalk, and landscaping will soften it as well.

LIMITED CONDITIONAL USE

The Conditional Use should be expressly limited to this specific application, restaurant design and use, which does not carryover to any subsequent restaurants.

OPERATIONS PROVISOS

1) Operating Hours: 7:00 AM – 10:00 PM Sun – Thursd.
   7:00 AM – 11:00 PM Fri. & Sat.

   No restaurant on Freret St. stays open past 10:00 PM on any night of the week, except for Val's which closes at these hours proposed.

2) Lock property secure at all times when not operating food service.
3) No speakers projecting any sound (music, sports, movies, etc.)

   Same restrictions as already applied by the City to Gasa Gasa's outdoor patio just ½ block away (impacting the same homes as this site), which states: "No amplified music and No DJs". I think "No Speakers" says same thing but is much more clear of the absolute prohibition.

   Most restaurants along Freret St. don't play any music. This outdoor restaurant adjacent to single family homes with no building as a buffer (like Val's) certainly doesn't need to play music or anything else.

   *Noise is the residential neighbors' **primary concern**. Please allow us to visit on our porches and yards and listen to our own music, not to the music blaring from this outside bar/restaurant, and to go to sleep at the hour of our choosing, not when this business shuts down.*

4) Limit alcohol drink service to customers ordering food. No Bar only service.

Haley M. Delery

From: Chris G. Young <CGYOUNG@msn.com>
Sent: Monday, May 8, 2023 1:20 PM
To: Haley M. Delery
Cc: Stephen K. Kroll; Sabine E. Lebailleux
Subject: Re: ZD022-23 (Freret St) - design changes meeting
Attachments: Shipping Container Buildings.pdf

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Thanks, Haley! I am forwarding your comments to the design/architect folks and will get back to you ASAP!

Thanks!

Sent from my iPhone

> On May 8, 2023, at 12:40 PM, Haley M. Delery <hdelery@nola.gov> wrote:
>
> Hi Chris,
>
> Thank you for meeting with us and submitting the revised drawings.
>
> Please let us know if you are open to making the following changes:
>
> Modify the plans to comply with the building design standards for the Historic Urban Neighborhoods Non-Residential Districts found in **Article 12, Section 12.3.B,** including the following changes:
>
> 1. Combine the mass of the 6 small buildings into a larger building and Shift the building footprint so that the structure is built to the corner of Freret and Upperline Streets,
> 2. Provide a clearly identifiable entry from the sidewalk at the corner,
> 3. Provide a minimum of 50% transparency along Freret Street, and
> 4. Provide a minimum 12 ft ceiling height for ground floor commercial space
>
> Please see the attached document “Shipping Container Buildings”. These are examples in New Orleans that integrate shipping containers into the design of the overall building. By using shipping containers as a component of the building, you can still accomplish the design standards such as taller ceiling heights for commercial uses or transparent openings that activate the sidewalk by letting passerbys peer inside. The building footprint could also mimic the surrounding development. The Freret Street mixed-use corridor has a strong development character and the infill development should be consistent in height, mass and density.
>
> Have a good week!
> Haley

From: Chris G. Young <cgyoung@msn.com>
Sent: Monday, May 8, 2023 9:53 AM
To: Stephen K. Kroll <skroll@nola.gov>
Cc: Haley M. Delery <hdelery@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>; Chris G. Young <CGYOUNG@msn.com>
Subject: Re: ZD022-23 (Freret St) - design changes meeting

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Hi Stephen:

Please see attached updated Site Plan, which I received Friday. Please let me know if this needs adjustments/more info, etc.

Thanks!

Chris G. Young
Post Office Box 55297
Metairie, Louisiana 70055 USA
Telephone: (504) 915-5953
EMAIL: CGYOUNG@MSN.COM

From: Stephen K. Kroll <skroll@nola.gov>
Sent: Monday, May 8, 2023 9:47 AM
To: Chris G. Young <CGYOUNG@msn.com>
Cc: Haley M. Delery <hdelery@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>
Subject: Re: ZD022-23 (Freret St) - design changes meeting

Hi Chris,

I'm touching base on this to see when you expect an updated design to be complete. This needs to go to CPC on May 23, and we'll need to update the report prior to that meeting.

From: Haley M. Delery <hdelery@nola.gov>
Sent: Monday, April 17, 2023 12:51 PM
To: Stephen K. Kroll <skroll@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>; Chris G. Young <CGYOUNG@msn.com>
Subject: ZD022-23 (Freret St) - design changes meeting
When: Thursday, April 20, 2023 9:30 AM-10:00 AM.
Where: 7W03 Conference Room C

Hi Chris,

Are you available to meet at our office Thursday at 9:30 a.m.?

City Planning Commission #2
Speaker Card

Date: 5/23/23

I would like to speak regarding CPC Docket: 022/23

IN SUPPORT

Name: Billy Batty

Address: 4730 Forest

☒ I am the applicant for this docket

☐ I'd like to cede my time to: _____

Remarks: _____

City Planning Commission 2
Speaker Card

Date: 5/23/23

I would like to speak regarding CPC Docket: 22/23

IN OPPOSITION

Name: Ed Pointer

Address: 2 Marlborough Gate Place

☐ I'd like to cede my time to: _____

Remarks: _____

City Planning Commission #2
Speaker Card

Date: 5/23/23

I would like to speak regarding CPC Docket: 022/23

IN SUPPORT

Name: Chris Young

Address: 8/0 Orleans

☒ I am the applicant for this docket

☐ I'd like to cede my time to: _____

Remarks: _____

OFFICE OF HOUSING POLICY AND COMMUNITY DEVELOPMENT
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

TYRA JOHNSON BROWN
DIRECTOR

October 10, 2025

Ms. Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

RE: Proposed Contract with BW Cooper Senior, L.L.C.

Dear Madame Assistant Clerk:

Pursuant to Rule 57, please find attached a proposed agreement between the City of New Orleans and BW Cooper Senior, L.L.C. and a completed contract summary form.

Respectfully submitted,

Corcherrie Allen, Director of Administrative Support
Corcherrie.Allen@nola.gov
Office of Housing Policy and Community Development

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations

LOAN AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
BW COOPER SENIOR, L.L.C.
FOR
BW COOPER SENIOR

THIS AGREEMENT (the "**Agreement**") is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor, (the "**City**") and BW Cooper Senior, L.L.C., a Louisiana limited liability company ("the Developer") represented herein by BW Cooper Senior Manager, L.L.C., a Louisiana limited liability company, represented herein by its authorized representatives, Terri B. North and Carmen Chubb, (the "Authorized Representatives"), to accomplish the services to be performed and obligations to be completed by Developer in its role in the implementation of a GO Bond Funds **Rental Activity** funded under the **City General Obligation Bond Funds 2 and referenced as GOBONDFUNDS2023-007**. The City and the Developer are sometimes each referred to as a "**Party**," and collectively as the "**Parties**." The Agreement is effective as of the ___ of _____, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, the City has received funding under the GO Bond Funds 2 ("**GO BOND FUNDS**"), the Series 2021B Bonds are being issued for the purposes of (a) making capital improvement, including constructing, renovating, acquiring and/or improving capital improvements in the City permitted by the Charter, including constructing, renovating, acquiring, and/or improving affordable housing facilities, and (b) paying the cost of issuance of the Series 2021B Bonds;

WHEREAS, the GO Bond Funds 2 provided hereunder are furnished to the City and authorized and issued pursuant to Part XIV, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "ACT"). The Bonds

were specifically authorized by special election held in the City on November 16, 2019 (the "Election").

WHEREAS, funds allocated to the City under the Go Bond Funds 2 are to be used to strengthen the relationship between the City and organizations which serve the housing needs of low-income persons within the community:

WHEREAS, the City of New Orleans will follow the federal rules and regulations that governs the HOME Program from the U.S. Department of Housing and Urban Development ("**HUD**) (CFDA#14.239) as provided under the provisions of HOME Program which is listed in the Catalog of Federal Domestic Assistance ("**CFDA**") and is assigned CFDA number 14.239;

WHEREAS, the City desires to address the priority requirement of the HOME Program, which is the provision of decent, safe, and sanitary housing that is affordable to low-income households;

WHEREAS, the Developer is a Private For-Profit limited liability company serving the housing needs of the community, and has demonstrated the desire and ability to provide decent, safe and sanitary housing, which is affordable to low-income households;

WHEREAS, the Developer and the City, through the Office of Community Development ("**OCD**"), have agreed to implement specific Go Bond Funds 2 activities in accordance with the HOME Program regulations;

WHEREAS, the Developer understands that any funding the City provides under this Agreement is **conditional** upon the completion of an environmental review; and**WHEREAS,** this Agreement shall serve as a binding agreement and commitment to fund between the City and the Developer.

NOW, THEREFORE, the City and the Developer, for the considerations and under the conditions set forth herein do hereby agree as follows:

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms have the meanings defined below:

A. Intercreditor Agreement. That certain Intercreditor and Subordination Agreement dated on even date herewith by and between Regions Bank, an Alabama banking corporation, the City, Louisiana Housing Corporation, and Borrower.

C. Program Income. (- Program Income means gross income received by the participating jurisdiction, State recipient, or Owner directly generated from the use of HOME funds or matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the Program Income shall be prorated to reflect the percentage of HOME funds used. Program Income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or Owner, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the Program Income (Program Income does not include gross income from the use, rental or sale of real property received by the project owner or sponsor, unless the funds are paid by the project owner or sponsor to the participating jurisdiction, project owner, or State recipient);
3. Payments of principal and interest on loans made using HOME funds or matching contributions;
4. Proceeds from the sale of loans made with HOME funds or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;

D. Loan Documents. This Agreement, the City of New Orleans GO Bond Funds Program Promissory Note, the City of New Orleans HOME Affordable Rental Housing Program Regulatory Agreement, and the City of New Orleans GO Bond Funds Program Leasehold Mortgage, Pledge of Leases and Rents and Security Agreement, governing the terms of the loan from the City to the Developer.

E. Senior Lender. Senior Lender shall have the meaning ascribed to same in the Intercreditor Agreement.

F. Senior Loan. Senior Loan shall have the meaning ascribed to same in the Intercreditor Agreement.

G. Senior Loan Mortgage. Senior Loan Mortgage shall have the meaning ascribed to same in the Intercreditor Agreement.

ARTICLE II - DEVELOPER'S OBLIGATIONS

The Developer agrees to take on the following obligations:

A. NOFA Application. Developer agrees to comply with the terms and conditions of the

response to the Notice of Funding Availability ("**NOFA**") application and the application itself. The responses to the NOFA application and the application itself are incorporated herein by reference and made a part hereof, including the Project Description and the Sources and Uses.

B. Provision of Housing Development Services. Developer agrees to use the Go Bond Funds provided hereunder to develop one-hundred three (103) **rental units** for who meet income eligibility standards. One-Hundred three (103) units will be funded with City GO Bond Funds, and are funded with Low Income Housing Tax Credits (LIHTC), which will be affordable units.

C. Compliance with HOME Regulations and HUD Notices. Developer agrees to comply with the federal regulations published in Volume 24, Part 92, of the *Code of Federal Regulations* (24 CFR 92), as well as all federal regulations and requirements incorporated therein by reference, whether specifically discussed herein or not. The HOME regulations are incorporated herein by reference and are a part of this Agreement. References to 24 CFR 92 are founded throughout the remainder of this document in the following format: §92.XXX. The Developer also agrees to comply with all applicable Notices and directives promulgated by the U.S. Department of Housing and Urban Development.

D. Affordable Housing Units. Developer agrees to ensure that all housing units acquired, developed, produced, or otherwise assisted with HOME funds provided under this Agreement are "affordable" to low-income households, as defined in §92.252 and §92.254, for the applicable "Period of Affordability." The Developer understands that repayment of funds is required for the period of time that the housing does not the aforementioned affordability requirements. Developer hereby acknowledges that the affordability requirements must be enforced by deed restrictions recorded against HOME-assisted properties, and undertakes the responsibility for ensuring all required deed restrictions are properly executed and recorded. The deed restrictions are provided by the City in the form of a Regulatory Agreement, Secured Promissory Note, and Multiple Indebtedness Mortgage for projects with rental units, or in the form of a Second Mortgage, for homebuyer projects.

E. Rental Projects. The following requirements apply to tenant-occupied projects:

1. HOME Rents. For rental units in a HOME-assisted project, the Developer agrees to obtain the City's approval of a Rent Schedule, which includes applicable utility

allowances. Said Rent Schedule must demonstrate the compliance of each project with HOME Regulations as they relate to the "affordability" of HOME-assisted rental housing for low and very-low income persons, as per §92.252. The currently applicable HOME rents, as well as the procedures for rent increases, are available from OCD.

2. Leases. The Developer shall ensure that leases are executed with all tenants residing in HOME-assisted units. A Section 8 Program lease may be used when renting to a Section 8 tenant.

3. Tenant Selection. In accordance with §92.253(d), the Developer agrees to adopt and maintain written tenant selection policies.

4. Tenant Participation Plan [CHDOs only]. Developer hereby acknowledges, as applicable, that it shall adhere to a fair lease and grievance procedure which must be approved by the City. Developer further acknowledges that it shall provide a plan for and follow a program of tenant participation in management decisions. [See §92.303] Specifically, the Developer, as a CHDO set-aside recipient, must provide a formal process for low-income program beneficiaries to advise the CHDO on design, location of sites, development and management of affordable housing. The minutes or summaries of this process must be provided to OCD prior to the implementation of the project to demonstrate that the process was followed.

5. Periodic Monitoring: (Where applicable)

   a. *Income Re-certification.* The Developer shallre-certify the incomes of all tenants not less than annually, and provide the City with copies of the Re-certification Application and related documentation, or other income determination method authorized under §92.203 and approved for use by OCD.

   b. *Site Inspections.* The Developer shallmake arrangements with tenants for inspections of a sample of HOME-assisted units by OCD, in accordance with the timetable found in §92.504(d).

c. *Rent Review*. The Developer agrees to submit to OCDnot less than annually, an Occupancy List, which includes the rents being charged for each HOME-assisted unit. A report format for this requirement is available from OCD.

F. Income Targeting. The Developer agrees to comply with the HOME income targeting requirements as outlined in §92.216 and §92.217, by ensuring that units assisted with HOME funds will only be occupied by HOME income eligible households, whose income does not exceed 80 percent of the median family income for the New Orleans Metropolitan Statistical Area ("**MSA**"):

1. Intentionally Omitted.

2. In the case of tenants, a lower income eligibility threshold applies, and the household income generally must not exceed 60 percent of the MSA median family income, unless approved by OCD.

When requested, but at least annually, the Developer must provide the City with demographic information on all HOME Program applicants, which demonstrates their compliance with the above income limitations. The determination of income eligibility is based upon the procedures found in the *Technical Guide for Determining Income and Allowances for the HOME Program* (HUD-1780-CPD).

G. Eligible Costs. The Developer shall use HOME funds only for the payment of costs associated with eligible HOME activities as identified in §92.205 and §92.206, and budgeted in accordance with the provisions of Section I, below.

H. Prohibited Activities. The Developer shall ensure that none of the funds that will be provided to Developer to implement a HOME-assisted project, will be used to fund any activity prohibited by HOME regulations, as outlined in §92.214.

I. Project Selection and Set-up. The Developer agrees to the following:

1. Site and Neighborhood Standards. The Developer will comply with the site and neighborhood standards described in §92.202 when choosing a project location.

2. Compliance with Consolidated Plan. The Developer shall ensure that the proposed project complies with the housing strategies outlined in the City's current

Consolidated Plan (CP).

3. Environmental Review. The Developer shall request from OCD and obtain a written determination that the project has been subjected to an "environmental review," in accordance with §92.352 and 24 CFR 58, and that there are no environmental issues that would prohibit implementation of the project as proposed. **The Developer shall not proceed with any physical development without first receiving an environmental clearance notice and a Notice to Proceed from OCD.**

4. Income Eligibility. The Developer will determine income eligibility for all households to be assisted with HOME funds as outlined in §92.203, prior to such household's occupancy of completed HOME-assisted units.

5. Subsidy Layering. The Developer further agrees to provide necessary documentation and information to the City to perform any required Subsidy Layering Reviews.

6. Uniform Relocation and Real Properties Acquisition Act (URA). The Developer agrees to comply with the requirements of the URA.

J. Projects Involving Faith-Based Organizations. Developer shall abide by §92.257 of the HOME regulations which incorporates HUD requirements for faith-based organizations found at 24 CFR 5.109.

K. Property Standards. The Developer acknowledges that the structures constructed or rehabilitated under HOME-funded housing programs must meet all applicable local codes, ordinances, and zoning requirements before occupancy can be approved. Developer hereby agrees to comply with the property standards requirements outlined in §92.251.

L. Lead-Based Paint Testing and Abatement. The Developer acknowledges that housing assisted with HOME funds constitutes "HUD-associated housing" for the purpose of the Lead-Based Paint Poisoning Prevention Act and agrees to meet all requirements of that Act and 24 CFR 92.355.

M. Insurance Requirements. The Developer shall be responsible for maintaining complete

insurance coverage on all projects which it is undertaking under this Agreement. Insurance coverage includes, but is not limited to, property, liability, flood, builder's risk, crime, and workers' compensation. Developer also understands its responsibility to hold the City harmless from all liability that might result from Developer implementation of housing projects under this Agreement. See Articles XV and XVI for the specific insurance and indemnity requirements, respectively.

N. Maximum Per-Unit Subsidy Amount. The Developer acknowledges the "per-unit subsidy" limitations placed on HOME-assisted properties and hereby agrees to limit the use of HOME funds to the "per unit subsidy" limitations found in §92.250 when implementing HOME-assisted projects.

O. Affirmative Marketing Requirements. The Developer acknowledges its responsibility to employ affirmative marketing procedures and requirements in all HOME-assisted housing containing 5 or more housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area identified with available housing assisted with HOME-funds and are outlined below. [See §92.351]. For Rental Projects of 5 or more units, the Developer shall inform the general rental public about the availability of housing units rehabilitated and comply with the affirmative marketing of vacant units under a HOME funded program as follows:

1. Developer shall inform the City of any units that become vacant throughout the duration of the affordability period associated with the property.
2. The owner may use commercial media and other community organizations to solicit tenants. If the general circulation print medium is used to advertise rental unit vacancies, at least one advertisement must also be placed in the Louisiana Weekly, which has a significant circulation in the minority community.
3. Copies of placed ads or other types of documentation outlining activities that increase general public awareness of the availability of rental housing units are to be forwarded to OCD within 30 days after such activities are undertaken. If violations of the City's Affirmative Marketing Policies are discovered, corrective actions will be required immediately.

4. Developer is to complete A Notice of Rental Unit Vacancy with a copy forwarded to OCD at least 30 days in advance of anticipated vacancy or as soon as the vacancy is known.
5. A Tenant Survey Form is to be completed for each existing and each new tenant and a copy forwarded to OCD. For new tenants the form should be transmitted within 30 days after occupancy. For existing tenants, the form must be submitted with the Application for Financial Assistance. OCD will in turn inform existing tenants of relocation benefits available to them in the event that they are temporarily relocated or permanently displaced.
6. The Fair Housing Equal Opportunity (FHEO) logo is to be used in all advertisements for solicitation of tenants.
7. The FHEO sign is to be posted conspicuously on properties during the rehabilitation phase of a HOME funded project and remain in place until all required rehabilitation is completed and for a period of 30 days thereafter.

P. Project Completion. The Developer shall notify the City in writing of the substantial completion of each project. This notification must also document all HOME Match contributions, if not previously documented at the time of project set-up or any time prior to completion. Upon receipt of a notice of substantial completion, the City will conduct an inspection of the property and provide the Developer with any conditions to receipt of final payment of HOME funds.

Q. Maintenance of Records. Developer agrees to maintain records of all expenditures of HOME funds provided to it by the City in accordance with §92.508, for the time periods specifically enumerated in §92.508(c). Records are to be maintained separately for each project undertaken by Developer, and the records for each project will be maintained by Developer in such a manner so that the funding sources used in each project will be accounted for separately [e.g. HOME, CDBG, NHIF, etc.] The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. Developer hereby agrees to maintain, for the City's review, all records relating to the creation, development and set-up of HOME projects, and the expenditure of HOME funds, itemized for each HOME-funded project undertaken.

R. Monitoring of Records and Developer's Performance. The Developer acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by Developer with HOME funds. Developer hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to HOME-funded projects implemented by Developer, and hereby agrees to assist the City in reviewing projects undertaken by Developer with HOME funds. The aforementioned records will be made available at times reasonable to both Developer and the City, and Developer's records will be reviewed by the City no less than annually.

S. Duration of Developer's Obligations. The Developer acknowledge its obligation to ensure the continued compliance with Federal regulations related to HOME-funded projects for a period of no less than the "period of affordability" assigned to each HOME-funded project implemented by Developer. The Developer therefore agrees to continually monitor each of its HOME-funded projects for a period of no less than the project's assigned affordability period. Monitoring responsibilities include, but are not limited to, on-site inspections of HOME-assisted properties as well as certifications and recertification of the incomes of occupants of the HOME-assisted properties.

T. Breach of Contract. In the event Developer or a Program Beneficiary who benefits from a HOME-assisted project does not comply with Federal Regulations governing HOME-assisted projects, or the terms of this Agreement, Developer acknowledges its obligation to repay the City HOME funds that are identified with the period of noncompliance. Developer further acknowledges its obligation to maintain compliance by Project Beneficiaries of HOME regulations as they relate to income limitations and HOME rents. Developer agrees to protect the integrity of the HOME funds provided to it for housing programs by ensuring that all contracts between Developer and Program Beneficiaries include applicable provisions relating to the requirements imposed on the expenditure of HOME funds. All of the aforementioned contracts will also contain provisions for penalties associated with breaches of contracts. Any notice to the Borrower regarding any Breach of Contract pursuant to this paragraph T, shall also be provided to Borrower's investor member, at:

RAH Investor 456 LLC

c/o Regions Affordable Housing
111 Great Neck Road, Suite 500
Great Neck, New York 11021
Attention: Kevin Smith

With copies to:

Jones Walker LLP
420 20th Street North, Suite 1100
Birmingham, Alabama 35203
Attention: Kelly R. Lewis and Brandon D. Hughey

U. Other Responsibilities. Developer hereby acknowledges its responsibility to comply with all of the Federal Regulations governing the development of HOME projects, as outlined in §92.504, which include:

1. Guaranteeing the affordability of housing assisted with HOME funds and the responsibility to see that HOME funds are repaid in the event that HOME assisted housing does not meet the affordability requirements for the specified time period.
2. Repaying HOME funds to the City in the event that Developer does not implement approved HOME-funded housing programs in accordance with the requirements of this Agreement and the HOME regulations, or does not complete HOME-funded projects [see §92.205(e)].
3. Complying with applicable "Uniform Administrative Requirements" as described in §92.505.
4. For each HOME-funded project, set up a system of record keeping that conforms to the financial accountability standards required by the Federal Government, such as the requirements of 2 CFR 200 and the financial accountability standards found at 24 CFR 84.21 [See §92.505].
5. Complying with the project requirements outlined in 24 CFR 92, Subpart H as they apply to:

a. The "Equal Opportunity" for all persons to participate in programs or activities assisted with HOME funds, except for the income restrictions placed on participants by Federal Regulations governing HOME-assisted projects.

b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act.

c. The responsibility to employ "Fair Housing" strategies that will affirmatively further fair housing practices with the City.

d. The responsibility to comply with other program implementation requirements outlined in §92.350 and §92.351.

e. Complying with the Federal Regulations found at §92.354 as they relate to labor practices employed by Developer during the implementation of HOME-funded projects.

f. Complying with the Federal Regulations found at §92.356 as they relate to "Conflict of Interest" practices during the implementation of HOME-funded projects.

g. Complying with Federal Regulations governing insurance requirements, as they relate to properties assisted with federal funds.

h. Complying with federal regulations on any displacement, relocation, and acquisition requirements required by the City consistent with §92.353.

V. Prohibited Fees. The Developer is prohibited from charging fees that are not customarily charged in rental housing in the neighborhood such as laundry room access fees and other similar type fees. However, Developer may charge reasonable application fees to prospective tenants; may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may charge fees for services such as bus transportation or meals, as long as such services are voluntary.

W. Invoices.

1. The Developer must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or

services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. Each invoice must include, at a minimum, the following information:

a. Name of Developer;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (i.e. K#);

e. Name of the City Department to be invoiced (e.g. PDU);

f. Description of the Services completed;

2. Invoices will be processed in accordance with the Agreement.

3. All invoices must be signed by an authorized representative of the Developer under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

A. The Developer represents and warrants to the City that:

1. The Developer, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Developer has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Developer is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Developer, its employees, or its sub-Developers in the performance of this Agreement;

4. The Developer is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Developer's performance of this Agreement;

5. The Developer has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Developer is not in breach of any federal, state, or local statute, regulation, or code applicable to the Developer or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Developer's most favored customer for the same or substantially similar services;

8. The has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Developer, and the execution of this Agreement by the Developer's representative constitutes a sworn statement, under penalty of perjury, by the Developer as to the truth of the foregoing representations and warranties.

Senior Loan Covenants. Owner warrants, and represents and covenants as follows:

1. Owner will comply with all of the terms, covenants and conditions contained in the Senior Loan Documents.

2. To the extent the Senior Loan documents require deposits by Owner into a reserve account(s) for the payment of taxes and insurance, or for repair and replacement of the Project units, City acknowledges and agrees that Owner's compliance with the reserve requirements under the Senior Loan documents shall satisfy any similar reserve requirements contained in the Loan Documents.

ARTICLE IV – THE CITY'S OBLIGATIONS

The City agrees to take on the following obligations:

A. Project Funding. The City will provide up to $4,065,000.00 to the Developer for eligible project costs in the form of an Office of Housing Policy And Community Development

(OHPCD) Loan. The Developer must own the Property for the duration of the HOME affordability period and the subsequent City of New Orleans affordability period. The HOME affordability period is 20 years. The City of New Orleans affordability period is 25 years and begins immediately once the HOME affordability period ends. Should the property transfer ownership to an entity that does not assume the rights, responsibilities, and obligations in this Agreement, the entire Loan must be repaid immediately to the City, provided, however, that a transfer or refinancing permitted pursuant to Section 20 of the Mortgage shall not require immediate payment of the Loan. The property cannot be sold for less than the appraisal value as of the date of sale. **The funds will be allocated to a rental housing activity project.** The full anticipated budget breakdown is incorporated into this Agreement, and marked as **Attachment VI.**

B. Monitoring of Projects. The City will undertake continuous monitoring of the HOME-funded projects being implemented by Developer during the development phases, to ensure compliance with HOME Regulations governing the expenditure of HOME funds and the income eligibility of persons who will reside in HOME-assisted housing units. Monitoring by the City will also include Developer's compliance with the organizational and operational requirements. The City will also conduct periodic monitoring in accordance with §92.504(d).

C. Provision of Technical Assistance. The City agrees to provide technical assistance or assist Developer to obtain technical assistance, as requested and necessary, which will aid Developer in performing its functions under this Agreement.

D. Provision of Forms and Documents. The City will provide forms and documents for use in carrying out activities under this Agreement. Review and certify, as applicable, all documents regarding program assistance that shall be provided by the Developer.

E. Facilitate Payment Requests. The City will process payment requests for eligible costs for all HOME-funded projects approved under the terms of this Agreement as per the individual project budgets set up in accordance with Article VI, above.

F. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

ARTICLE V - SOURCES OF FUNDS

A. Contract Amount. The funds provided to Developer under this Agreement are contingent upon HUD approval and are for the implementation of the HOME-funded housing program or project described above in Article VI and elsewhere herein. **No payments, however, will be made prior to the completion of an Environmental Review.** The Developer understands that the Sources and Uses is a generalized, estimate of the cost(s) of one or more projects to be subsequently set-up in accordance with this Agreement. The Developer understands that the cost of all individually set-up projects shall not exceed the above contract amount, and that each project shall not exceed the HOME subsidy limits discussed in Section I(N), above, and that the individual project cost line items on each set-up may not be in complete Agreement with the allocation of line item costs indicated on Attachment VI.

1. **Request for Disbursement of Funds.** In accordance with §92.504(c)(3)(viii), Developer will not request disbursement of funds in connection with the implementation of a HOME-funded project until the funds are needed for payment of eligible costs. Furthermore, the amount of each request must be limited to the amount needed for the actual eligible project cost expended or anticipated. All pay requests must be submitted on the OCD Payment Request Invoice form available from OCD, and properly supported with documentation.

2. **Extension.** This Agreement may be extended with additional funding for the activities described in the NOFA provided that the Developer has met or exceeded the requirements of this Agreement.

3. **Reversion of Funds.** Developer agrees that the funding provided hereunder must be committed to specific projects and expended within the time periods established by the HOME regulations or said funding may be withdrawn by the City.

ARTICLE VI – USES OF HOME FUNDS

A. Address. The municipal address of the property is: 3401 Erato Street, New Orleans, LA 70125. If the municipal address(es) are not known as of the Effective Date of this Agreement, then the Developer must provide them to the City no later than the initial tenancy. See Attachment VIII

for a Legal Description of the Property, which is attached herein and incorporated into the Agreement.

B. Schedule of Work. The Schedule of Work for the completion of the Tasks above is incorporated into this Agreement, and attached as Attachment VII.

ARTICLE VII - DURATION

A. Term. The term of this Agreement shall begin on the Effective Date and expire at the completion of the Period of Affordability, as defined in that Regulatory Agreement executed between the Parties, effective as of the __ of _____, 2025.

B. Extensions. The City shall have the option to extend the term of this Agreement by giving written notification to the Developer stating such intentions at least thirty calendar days prior to the termination of the Agreement.

C. Requirement to Remain in Effect. This Agreement must remain in effect or be extended as necessary, prior to its termination, until such time as a Regulatory Agreement effecting compliance with the HOME affordability requirements is executed by the owner of the rental project, whether the owner is the Developer or another entity. The Regulatory Agreement shall be provided by the City, and shall be recorded as a deed restriction for the "Period of Affordability" applicable to each project. The City retains all rights relative to the exercise of any and all of these remedies.

ARTICLE VIII - TERMINATION

A. Termination for Convenience. [Intentionally Omitted.]

B. Termination for Cause. In the event the Developer fails to cure or remedy any act or omission constituting "Cause" for termination of this Agreement within thirty (30) days following receipt of written notice from the City specifying the nature of such default, and such default remains uncured after the expiration of the cure period, the City shall have the right, in its sole discretion and without further notice, to terminate this Agreement immediately. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this

Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. The Investor, as defined in the Regulatory Agreement, has the right, but not the obligation, to cure a default if it is possible. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

C. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement. The City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

D. Notice. The City shall promptly notify the Developer and Investor, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Developer and the Developer shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow Developer to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

E. ***Remedies for Non-Compliance***. If the Developer fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as described in § 200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

ARTICLE IX - AGREEMENT IS BINDING

This Agreement shall serve as a binding agreement and commitment to fund between the City and the Developer.

ARTICLE X - PROGRAM INCOME PROVISIONS

The Developer understands that after completion of the Agreement, any funds derived from the sale of HOME-assisted property, shall be considered program income. Determination of program income shall be made in accordance with §92.503, and with HUD CPD Notice 97-09. No Program income shall be spent without the City's prior approval and must be placed in a segregated account and not be comingled with any other funds. Upon receipt of the funds a report shall be submitted to the City setting forth the source of the income, the amounts collected and the balance on hand. The Developer shall remit the Program Income to the City immediately upon request.

ARTICLE XI - RECOGNITION OF MATCHING REQUIREMENTS

In accordance with §92.218 through §92.222, Developer hereby acknowledges that the City's obligation to match HOME funds with permanently-contributed, non-federal funds at a specific ratio (12.5 percent, in accordance with CPD Notice 98-08), as outlined in §92.218 and CPD Notice 97-03 issued March 27, 1997, and in accordance with matching contribution guidelines found at §92.219. This program obligation, in turn, requires that the Developer make every effort to develop, acquire, and provide eligible HOME Matching Contributions consistent with the funding amount provided hereunder. For each project set-up submitted to the City for

funding approval, Developer agrees to submit written documentation of all Match Contributions.

ARTICLE XII – ACCOUNTING AND FINANCIAL TERMS AND CONDITIONS

The Developer agrees to comply with the **Accounting and Financial Conditions of Agreement**, marked **Attachment I.**

ARTICLE XIII - REPORTING REQUIREMENTS

The Developer agrees to provide to OCD Affordable Housing Bureau by the fifth working day of each month, two copies of the **Monthly Reporting Requirements**, marked **Attachment V**. The Developer also agrees to comply with the **Compliance Unit Reporting Requirements**, as applicable, marked **Attachment II,** in accordance with the processes, procedures and schedules set forth by the OCD Compliance Unit.

ARTICLE XIV - JURISDICTION

The undersigned Developer does further hereby consent and yield to jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Developer.

ARTICLE XV - AUDIT AND OTHER OVERSIGHT

It is agreed that the Developer or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Developer to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Developer agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

ARTICLE – XVI INSURANCE

A. In general. Except as otherwise noted, at all times during this Contract or the performance of work required by this Contract, the Developer will maintain the following insurance in full force and effect for the duration of the work under this Contract. Evidence of coverage

shall be provided prior to the start of any activities/work, in conjunction with the Developer's obligations and/or scope of work under the Contract. If the Developer maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Minimum Requirements.**

1. **Workers' Compensation & Employers Liability**

a. Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000.

2. **Commercial General Liability**

a. Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations and any other type of liability for which this Contract applies with limits of liability of not less than $2,000,000 each occurrence / $4,000,000 policy aggregate.

3. **Automobile Liability** (Where applicable)

a. Insurance with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles. If transporting any pollutants, as defined by the policy, the policy is to include applicable Pollution coverage.

4. **Professional (Errors & Omission) Liability** (Where applicable)

As professional services are required under the contract, insurance appropriate to the Developers profession with limits of liability of not less than $2,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Developer in this agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Developer must procure and evidence full extended reporting period (ERP) coverage.

5. **Developers' Pollution Liability** (Where applicable)

a. If the construction project involves environmental hazards and/or pollutants of any kind, Developer shall maintain Developers' Pollution Liability Insurance (or equivalent coverage) applicable to the work being performed with limits of not less than $1,000,000 per occurrence or claim / $2000,000 policy aggregate, covering losses caused by pollution conditions that arise from the operations of the Developer.

b. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property that has not been physical impacted and defense, including cost and expenses incurred in the investigation, defense or settlement of claims.

c. Coverage shall include but not be limited to Fines, Penalties, Punitive Damages and Clean-up cost.

d. Asbestos Coverage – (where applicable) Whereas the project involves contact with and/or removal/abatement of asbestos, Developer shall maintain an Asbestos Liability Insurance policy (or equivalent Developers' pollution coverage) that shall include or be endorsed to include coverage for bodily injury and property damage arising out of asbestos abatement or removal operations by or on behalf of Developer with limits of not less than $5,000,000 per occurrence or claim / $10,000,000 policy aggregate.

6. **Property Insurance**

a. Property insurance shall be maintained in compliance with all laws, regulations or ordinances affecting such property or properties associated with this agreement for the duration of the agreement. Coverage must be written on an "all risks" replacement cost basis (including flood and named storm) in such amounts as City may require, but in any event, for not less than 100 percent of the full replacement cost value of the property.

b. Such coverage shall name the City of New Orleans as Loss Payee as their interest may appear.

7. **Umbrella Liability**

a. Umbrella/Excess policies must "Follow form" of the underlying policies and scheduling.

8. **Builders Risk**

a. Builder's Risk (Course of Construction) Insurance utilizing an "All Risk" (Special Perils) coverage form, on a replacement cost basis, including coverage on the entire Work, to include but not limited to **coverage for Flood and Named Storm**, Fire, Theft, Mysterious Disappearance (if available), Damages due to Changes or Extremes of Temperature, Property of others in the care, custody or control, Debris Removal, Vandalism and Soft Cost (i.e. professional services, permits, etc.), with limits <u>equal to the completed value of the project</u> and no coinsurance penalty provisions.

b. Policy shall include coverage during transit, installation and while materials are being stored off site. Such coverage shall name the City of New Orleans as a Loss Payee as their interest may appear.

c. If not covered under the "all-risk" insurance or otherwise provided in the Contract, the Developer shall affect and maintain similar insurance on portions of the work stored off the site when such portions of the work are to be included in any applications for payment and such procedures have been approved by the City.

d. Builders' Risk Insurance shall be written and provide such that any portions of a building or site vacated by the City to accommodate the work are protected and covered by the terms of the policy. The insurance shall not be cancelled or permitted to lapse due to such vacancy.

e. Developer shall obtain consent of the insurance carrier that no action will be taken with respect to partial occupancy or use that would cause cancellation, lapse of reduction of insurance.

9**. Crime Insurance (Fidelity Bond)**

To include but not limited to employee dishonesty, computer crime, misappropriation of funds, forgery, or alteration with limits of not less than the maximum amount funded by the City under the Grant Agreement.

10. **General Provision and Requirements**

a. Developer shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

b. The obligations for the Developer to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Developer from any liability incurred as a result of their activities/operations in conjunction with the Developer's obligations and/or Scope of Work. Developer shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Developer's limits of liability that arise from the performance of work under the Contract.

Certificates of Insurance Additional Insured Status:

i. *The Developer and all its contractors (where applicable) will provide, and maintain current,* a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

ii. Additional Insured status can be provided in the form of an endorsement to the Developers insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

iii. Developer shall require and verify that all its contractors maintain insurance and coverage limits meeting all the requirements stated herein or its contractors' liability shall be covered by the Developer. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

iv. The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers and Liability.

C. <u>Miscellaneous Requirements</u>.

1. Primary Coverage: For any claims, liability, demands and/or suits related to this contract or Developer's performance and furnishing or the work, whether it is performed by the Developer, its contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Developer's

insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Developer's coverage. At no time shall the Developer allow any if its contractors to perform work without the required types and limits of required insurance coverage.

2. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Developer.

3. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Developer must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

4. Waiver of Subrogation: The Developer and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

5. Notice of Cancellation: Each insurance policy shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

6. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

7. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Developer in accordance with the insurance requirements, the City shall notify the Developer in writing within thirty (30) days after receipt of the Certificates. The Developer shall provide a written response to the objection within ten (10) days from the date of the notice.

8. Upon failure of the Contractor or its Developer to purchase, furnish, deliver or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Developer to purchase and maintain insurance shall not relieve the Developer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Developer concerning indemnification.

9. Notice: The Developer will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

10. Without notice from the City, the Developer will:
    a) Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Contract.
    b) Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

11. Special Risks or Circumstances.
    a) The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XVII- INDEMNITY

A. To the fullest extent permitted by law, the Developer will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money actually accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Developer, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Developer in connection with the performance of work under this Agreement

B. Limitation. The Developer's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Developer nor any of its agents or employees contributed to such negligence or willful misconduct.

C. Independent Duty. The Developer has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the

defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Developer is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Developer shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE XVIII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Developer (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Developer's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Developer will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Developer in any of Developer's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Developer. The Developer agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights

Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Developer will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-developers to comply with those provisions.

D. Termination for Breach. After providing the Developer and the Investor (as defined in the Regulatory Agreement) with written notice of the Developer's action or omission constituting "Cause" for the termination of this Agreement and a period of thirty (30) days from the time such notice was given by the City to the Developer to cure or correct such action or omission, only if such action or omission constituting "Cause" for the termination of this Agreement remains, the City may terminate this Agreement for cause if the Developer fails to comply with any obligation in this Article, which failure is a material breach of this Agreement. The Investor has the right, but not the obligation to cure any action, omission, or default, if it is possible.

ARTICLE XIX – LIVING WAGES

A. *Definitions*. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. *Compliance*. To the fullest extent permitted by law, the Developer agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. *Living Wage*. In accordance with the Living Wage Ordinance, Living Wage shall be $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. *Adjusted Living Wage*. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective

on January 1, 2025 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. *Sub-Developer Requirements*. As required by Section 70-804 of the City Code, the Developer, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify sub-Developers in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). The Developer and its beneficiaries shall be deemed responsible for violations of this Article by their sub-Developers.

F. *Reporting*. On or before January 31st and upon request by the City, the Developer shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. *Compliance Monitoring*. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Developer will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Developer agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Developer, payroll records and employee paychecks; and (ii) that the City may audit such records of the Developer as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. *Remedies*. If the Developer fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE XX - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. *In General*. The Developer agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. *Monitoring*. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Developer's use of DBE sub-Developers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all sub-Developers;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Developer or DBE Entities.

C. *Cooperation*. The Developer shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Developer's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Developer shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Developer.

b. The Developer shall agree to promptly pay sub-Developers, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Developer is required to maintain such records for 5 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Developer shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document)

issued by the City to the Developer. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Developer may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification***. The OSD may grant a post-award modification request if:

a. for a reason beyond the Developer's control, the Developer is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Developer must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Developer shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE sub-Developers during the performance of the Agreement; or

b. the Developer reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Developer shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE XXI – FORCE MAJEURE

A. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice.*** To seek the benefit of this Article, the City must provide notice in writing to the Developer stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Developer must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

   Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Developer and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XXII - INDEPENDENT ENTITY

A. Independent Entity Status. The Developer is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, sub-entities, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the

Developer, as an independent entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Developer will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Developer, as an independent Entity, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Developer nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Developer has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Developer are outside the normal course and scope of the City's usual business; and (c) the Developer has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Developer, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XXIII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City: Tyra Johnson Brown
Director of Housing Policy and Community Development
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

And: City Attorney
City of New Orleans
1300 Perdido Street, 5E03
New Orleans, LA 70112

If to the Developer:

B.W. Cooper Senior, L.L.C.
2117 Ursulines Avenue
New Orleans, LA 70116
Attention: Terri B. North
Contact Number 504-821-7221
E-mail Address tnorth@providencech.org

With a copy to:

1718 Peachtree Street, N.W. Suite 684
Atlanta, Georgia 30309
Attention: Carmen Chubb
Email: cchubb@columbiares.com

And:
with a copy to the Investor: RAH Investor 456 LLC
c/o Regions Affordable Housing
111 Great Neck Road, Suite 500
Great Neck, New York 11021
Attention: Kevin Smith

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XXIV – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

1. Accounting and Financial Conditions of Agreement, Attachment I
2. Compliance Unit Reporting Requirements, Attachment II
3. HUD Compliance Provisions, Attachment III
4. OCD Fiscal and Compliance Unit – Policies and Procedures, Attachment IV
5. Monthly Reporting Requirements with Direct Benefit Profile, Attachment V
6. Sources and Uses Statement, Attachment VI
7. Timeline, Attachment VII
8. List of Properties, Attachment VIII

9. Contract Analysis Document, Attachment IX

B. Direct Conflict. If any Attachment directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Attachment will control except as provided by law.

C. Difference in Standard. If any Attachment differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

ARTICLE XXV- ADDITIONAL PROVISIONS

A. Assignment. This Agreement and any part of the Developer's interest in it are not assignable or transferable without the City's prior written consent.

B. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

C. Audit and Other Oversight. The Developer will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Developer to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, Developer agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

E. Compliance with City's Hiring Requirements – Ban the Box.

a. The Developer agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Developer must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

b. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation. Is a material breach of this Agreement. Upon learning of such breach, the City will

provide the Developer notice of noncompliance and allow a thirty (30) days come into compliance. If after providing notice and thirty (30) days to cure, the Developer remains noncompliant, the City may move to suspend payments to Developer, void the Agreement, or take any such legal action permitted by law or this Agreement.

c. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

d. The Developer will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Developers to comply with those provisions.

F. Conflicting Employment. To ensure that the Developer's efforts do not conflict with the City's interests, and in recognition of the Developer's obligations to the City, the Developer will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Developer will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Developer's performance of this Agreement. The City will make the final determination whether the Developer may accept the other employment.

G. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Developer on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. Convicted Felon Statement. The Developer complies with City Code § 2-8(c) and no

principal, member, or officer of the Developer has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Developer shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Developer fails to meet its contractual obligations.

J. Employee Verification. The Developer swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subDevelopers to submit to the Developer a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Developer being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Developer further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Developer will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Developer fails to provide such the requested affidavit or violates any provision of this paragraph.

K. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

L. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

M. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this

Agreement.

N. Non-Exclusivity. This Agreement is non-exclusive and the Developer may provide services to other clients. The City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. Non-Solicitation Statement. The Developer has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Developer has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

P. Ownership Interest Disclosure. The Developer shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Developer and stating that no other person holds an ownership interest in the Developer via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Developer fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Developer, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. Ownership of Records. The Developer shall maintain ownership of all data collected and all products of work prepared, created or modified by the Developer in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Developer's personnel and administrative records and any tools, systems, and information used by the Developer to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product"). The Developer shall also maintain all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Developer's name. However, the Developer acknowledges that the purpose of the Project is for the benefit of the City of New Orleans, and

therefore the Developer shall grant the City a no-cost perpetual license to utilize all Work Product in a manner to further the purpose of the Project, provided that the City takes all reasonable precautions to protect the Developer's intellectual property and proprietary interests of the Developer, subject to all applicable public records laws. The Developer shall also be able present or publish materials deriving from its Work Product at its sole discretion, provided that the Developer provide the City with an advance copy for review and feedback at least seven (7) days prior to presentation or publication.

R. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Developer, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Developer pursuant to this Agreement without regard to the Developer's otherwise satisfactory performance of the Agreement.

S. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. Sub-Developer Reporting. The Developer will provide a list of all natural or artificial persons who are retained by the Developer at the time of the Agreement's execution and who are expected to perform work as sub-developers in connection with the Developers' work for the City. For any sub-developer proposed to be retained by the Developer to perform work on the Agreement with the City, the Developer must provide notice to the City within 30 days of retaining that sub-developer. If the Developer fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Developer, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

W. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

X. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. Special Conditions for HUD Contracts. The "HUD Compliance Provisions" marked as Attachment III to this Agreement, are expressly incorporated in the Agreement.

Z. Recordation of Regulatory Agreement. For all rental projects, this Agreement must remain in effect or be extended as necessary, prior to its termination, until such time as a Regulatory Agreement is executed by the owner of the rental project, whether the owner is the Developer or another entity. The Regulatory Agreement shall be provided by the City, and it shall be recorded as a deed restriction for the "Period of Affordability" applicable to each project.

AA. Additional Attachments. Developer acknowledges that the Sources and Uses Statement, marked as Attachment VI; the Timeline, marked as Attachment VII; and the List of Properties, marked as Attachment VIII, are all attached to and made part of this Agreement.

BB. Assistance to Those with Limited English Proficiency. The Developer agrees to

take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate the program(s) and/or services funded under this Agreement.

ARTICLE XXVI- ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on the ___ day of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department
By:
Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY:_____
CITY COUNCIL PRESIDENT

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

BW COOPER SENIOR, L.L.C.

BW COOPER SENIOR, L.L.C.,
a Louisiana limited liability company

By: BW Cooper Senior Manager, L.L.C.
Its: Managing Member

By: _____
Name: Carmen Chubb
Its: Authorized Representative

By: _____
Name: Terri B. North
Its: Authorized Representative

_____
FEDERAL TAX I.D.

_____
DATE

TABLE OF ATTACHMENTS

Attachment I	**Accounting and Financial Conditions of Agreement**
Attachment II	**Compliance Unit Reporting Requirements**
Attachment III	**HUD Compliance Provisions**
Attachment IV	**OCD Fiscal and Compliance Unit – Policies and Procedures**
Attachment V	**Monthly Reporting Requirements with Direct Benefit Profile**
Attachment VI	**Sources and Uses Statement**
Attachment VII	**Timeline**
Attachment VIII	**List of Properties**
Attachment IX	**Contract Analysis Document**

Attachment I

PART III
TERMS AND CONDITIONS

ACCOUNTING AND FINANCIAL MANAGEMENT PROCEDURES

SECTION 1 - SYSTEM EVALUATION

It is agreed and understood between the parties that prior to the disbursement of funds, the City will determine that the Contractor's fidelity bonding coverage, accounting, reporting and internal control systems meet the minimum Department of HUD and City requirements. It is further agreed and understood that the City shall monitor the operations and accounting of the Contractor to assure that it is maintaining adequate systems and that the funds furnished are being used effectively and efficiently to accomplish the purposes for which the funds were made available.

SECTION 2 - CASH ADVANCE

Any advance made to the Contractor shall be amortized as the City shall order. Payments to the City from the Contractor shall be made as scheduled by the City. In any event, the balance of advance payments shall become due and payable to the City of New Orleans upon termination of this agreement.

SECTION 3 - RECEIPTS AND DISBURSEMENTS

A. **Receipts -** Prior to any funding the Contractor shall designate a commercial bank as the depository and establish a separate checking account for the receipt of funds under this contract and give the City the Official Title and Number of the account. Furthermore, Title of the account is to be consistent with the name of the project. It is also agreed that should the Contractor decide to change the depository to another commercial bank after funds are received, the Contractor shall provide the City the name of the new depository at least five (5) days before such change occurs. The Contractor is encouraged, but not required, to use a minority owned and/or operated depository.

B. **Disbursements -** Disbursements for goods and services of persons and/or firms not payrolled by the Contractor shall be supported by executed purchase orders or contracts. Purchase and contract procedures shall follow the City of New Orleans practices and policies, and shall be approved by the City of New Orleans prior to implementation. Disbursements must be supported by invoices or requisitions, and made by pre-numbered checks countersigned by two authorized officials other than the accountant or bookkeeper.

SECTION 4 - BOOKS OF ACCOUNTS

The Contractor shall establish and maintain on a current basis an adequate accounting system on an accrual basis, in accordance with generally accepted accounting principles and practices. This system must be adequate to enable the monthly preparation of a Cost Control Statement of the sources and applications of funds prepared in accordance with the provisions set forth in the HUD guidelines, and any other guidelines provided by the City, to be submitted to the City on the fifth (5th) working day of each calendar month.

SECTION 5 - DESCRIPTION OF ACCOUNTS

A. **Accounts -** The accounting system shall follow the suggested general ledger account title consistent with the name of the project, or the City may provide titles at its discretion. The Contractor shall also maintain an "Ineligible Costs" ledger to record any cost incurred which is not eligible for reimbursement for program funds.

B. **Special Account -** Contractor agrees to establish, within its present accounting system, a special numbered cost account for identification of all funds received and disbursed under this contract. This special numbered account shall be used solely for the purpose of making payments for items of allowable cost pursuant to this agreement.

SECTION 6 - RECORDS

Records shall identify adequately the source, program year, and application of funds received under this agreement. Said records shall contain information pertaining to the funding award, authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. Records shall include the minutes of meetings of all Contractor (corporation) board meetings, pertaining to the funding received and its application.

SECTION 7 - ELIGIBLE AND INELIGIBLE COSTS

Contractor agrees that all costs incurred by it will be reasonable and of a nature which clearly relates to the specific purposes and end products of the contract. Contractor further agrees that it will exercise due care in incurring costs and will assure that expenditures conform to the general standards and criteria for cost eligibility as set forth in the Office of Management and Budget Super Circular 2 CFR part 200 Subpart E, and HUD regulations and guidelines and others as may be imposed by the City. Contractor agrees to refund to the City any payments or portions of payments which the City and/or Department of HUD determine are not properly due to the Contractor under the terms of this agreement.

SECTION 8 - FIDELITY BONDING

Prior to initial disbursement of funds to the Contractor, the Contractor shall obtain fidelity/surety bonds on all persons handling funds received or disbursed under the contract in an amount and manner consistent with the coverage deemed necessary and reasonable, or as the City may require. If the bond is canceled or reduced, the Contractor shall immediately notify the City. In that event, the City shall not make any further disbursements to the Contractor until it is assured that bonding coverage has been obtained.

SECTION 9 - AUDITS AND INTERNAL CONTROL SYSTEMS

At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City or its agent all records for examination and will permit the City or its agent to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of improvements and other data relating to all matters covered by the contract. The Contractor shall maintain a written description of its systematic method to assure timely and appropriate resolution of audit findings and recommendations which shall include review of all audit findings by the Board of Directors of the Contractor's corporation.

The Contractor shall perform an audit of all funds including Program Income (if applicable) received under this agreement in accordance with the requirements of the Office of Management and Budget (OMB) Super Circular 2 CFR part 200 Subpart F. The Contractor shall upon execution of this agreement provide the City with two (2) copies of all organizational audit reports inclusive of the period of time twenty-four months prior to the date of this agreement. In the event that no organizational audit meeting the minimum requirements of OMB Super Circular 2 CFR part 200 Subpart (A-133 Audit) has been conducted within the last twenty-four months preceding the execution of this contract, the agency shall take the necessary steps to direct an organizational audit to be implemented within 120 days of the execution date of this agreement, and upon completion shall provide two (2) copies of said audit to the City. Failure to implement said audit shall constitute cause for the City to withhold any and all compensation due under this agreement.

Any agency expending $750,000 or more in total federal dollars is required to have an audit performed on the funds that are allocated for the services of its specific agreement. The City shall, at the request of the Contractor, reimburse the Contractor for the City's eligible portion of the audit cost, provided the contractor satisfies the audit requirements of the City.

Any agency that expends less than $750,000 of total federal dollars may be required by the City, at its option, to have an audit performed on funds allocated for the services conducted under this agreement. This determination will be based on “high risk” and “low risk” classification.

The Contractor further understands and agrees to maintain an internal control system in accordance with the Office of Management and Budget (OMB) Circular No. A-123 Revised, Internal Control Systems.

SECTION 10 - TECHNICAL ASSISTANCE

The City agrees to make guidance and assistance available to the Contractor on request in establishing a suitable accounting system. The provision of such assistance shall not relieve the Contractor of his responsibility to provide an adequate accounting system as required by this agreement and as required by federal rules and regulations.

SECTION 11 - PROPERTY RECORDS

The Contractor shall maintain, and provide the City a copy of a record card of each item of non-expendable property acquired for the project. Non-expendable property which will not be consumed or lose its identity by being incorporated into another item of property, which cost $100.00 or more per unit and is expected to have a useful life of one (1) year or more. Grouping of like items, such as chairs with an aggregate cost in excess of $100.00 shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than $100.00. The record shall include (a) description of the item of property, including model and serial number, if applicable, (b) date of acquisition, and (c) the acquisition cost of assigned value to the property.

Said record shall also include information as to whether the item of property was new or used at time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance in the subsidiary cost account for non-expendable property.

A physical inventory shall be taken and reconciled with the record semi-annually, or more frequently if necessary, by the Contractor. The reconciliations are to be submitted to the City within ten (10) days after completion. Any and all non-expendable property purchased shall immediately upon delivery be tagged with standard City of New Orleans I.D. tags, "Property of the City of New Orleans". The title to all non-expendable property acquired under the terms of this contract, or any amendments thereto, including acquisition through lease-purchase agreement, shall immediately vest in the City upon delivery of such property by the vendor. At the conclusion of a project or activity, all non-expendable property acquired for the project shall be returned to the City of New Orleans.

SECTION 12 - SUSPENSION OF FUNDS

If at any time the Contractor is found to be in violation of any parts or sub-parts of this contract, or should the City find that the Contractor is negligent in the administration or recording of funds made available through this contract, the City shall have the authority to suspend any further funding and the ability to seize such Credit Balance in any depository which consists of these funds.

SECTION 13 - INSURANCE ON DEPOSITS

The Contractor understands that all program funds shall be placed only in institutions covered by the Federal Deposit Insurance Corporation (FDIC) organization or other appropriately Federal insured institution or depository. The Contractor also understands that any portion of program funds, in excess of $100,000, in any one institution, must be fully (100%) and continuously collateralized with specific and identifiable U. S. Government or Agency securities. The securities used as collateral must be owned by the Depository and the manner of collateralization must provide the Contractor with a continuing perfected security interest in the collateral in accordance with applicable law and Federal regulations. The Contractor shall have the option of placing program funds in excess of $100,000 in another properly insured institution instead of providing collateral for any additional funds in excess of $10

Attachment II

Compliance Unit Reporting Requirements

Community Development Block Grant (CDBG) funding *requires* the following compliance monitoring:

- Adherence to Davis-Bacon monitoring for all Public Facility construction projects in excess of $2,000 and all Residential construction projects involving **8** or more units
- Utilization of LCPtracker, electronic online system of entering certified payrolls
    - Weekly submissions of certified payrolls include affidavits of prime contractor, statements of compliance, and payroll spreadsheets
- Timely completion of Contract and Subcontract Activity Reports (CSAR) if any portion of funding was used for construction
- Equal Employment Opportunity and Affirmative Action monitoring for all subrecipients
- Section 3 monitoring for all recipients of federal assistance exceeding $200,000 in any one year that is expended in part for housing construction, rehabilitation, or other public construction; and for construction contracts in excess of $100,000 (clause included if applicable)
- Total Federal Funding Inquiry report to be completed by all subrecipients to determine if an A-133 Single Audit is required
- A-133 Single Audit to be performed by any subrecipient that expends $750,000 or more in one fiscal year, effective for fiscal years beginning on or after January 1, 2015. For fiscal years starting prior to January 1, 2015, the threshold is $500,000.

HOME funding *requires* the following compliance monitoring:

- Adherence to Davis-Bacon monitoring for all Residential construction projects involving **12** or more units
- Utilization of LCPtracker, electronic online system of entering certified payrolls
    - Weekly submissions of certified payrolls include affidavits of prime contractor, statements of compliance, and payroll spreadsheets
- Equal Employment Opportunity and Affirmative Action monitoring for all subrecipients
- Section 3 monitoring for all recipients of federal assistance exceeding $200,000 in any one year that is expended in part for housing construction, rehabilitation, or other public construction; and for construction contracts in excess of $100,000 (clause included if applicable)
- Total Federal Funding Inquiry report to be completed by all sub-recipients to determine if an A-133 Single Audit is required
- A-133 Single Audit to be performed by any subrecipient that expends $750,000 or more in one fiscal year, effective for fiscal years beginning on or after January 1, 2015. For fiscal years starting prior to January 1, 2015, the threshold is $500,000.

SECTION 3 CLAUSE

All bid packages and contracts of $100, 000 or greater stimulating construction through the use of federal funds shall include the required "Section 3 clause" (below):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to the contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications of each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract of in this Section 3 clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. The contract will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor is in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Non compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to the work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to Section 3 and Section 7(b) to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attachment III

HUD COMPLIANCE PROVISIONS
FOR
HOME-GRANTEES

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS
17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT
21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts exceeding $10,000)

During the performance of this contract, the Developer agrees as follows:

(1) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Developer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Developer's legal duty to furnish information.

(4) The Developer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Developer's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Developer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Developer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Developer's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Developer will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subDeveloper or vendor. The Developer will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the Developer becomes involved in, or is threatened with, litigation with a subDeveloper or vendor as a result of such direction, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(applicable to contracts and subcontracts exceeding $10,000)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or

guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Developer agrees as follows:

(1) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Developer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Developer's legal duty to furnish information.

(4) The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Developer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Developer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Developer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Developer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Developer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subDeveloper or vendor. The Developer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Developer becomes involved in, or is threatened with, litigation with a subDeveloper or vendor as a result of such direction by the administering agency, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Developers and subDevelopers with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Developer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Developers and subDevelopers by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Offeror’s or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard

Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Developer's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Developer's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Developer performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Developer also is subject to the goals for both its federally involved and non-federally involved construction. The Developer's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Developer shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Developer to Developer or from project to project for the sole purpose of meeting the Developer's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

C. The Developer shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subDeveloper; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding $10,000)

By the submission of this bid, the bidder, offeror, applicant or Developer certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Developer agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work

areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed Developers prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Developers (except where proposed Developers have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Developer shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLMENT ACT OF 1974**

The Developer shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**
(applicable to projects with more than $200,000 in funding from housing and community development financial assistance programs, or more than $100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. ***Employment and Training***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training

opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

B. ***Contracting***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

C. **Contract Provisions**

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, Developers, and subDevelopers to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Developer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Developer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Developer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Developer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Developer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Developer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Developer will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Developer or vendor. The Developer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Developer agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. **AGE DISCRIMINATION ACT OF 1975**

The Developer shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Developer and all Developers shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Developers and Developers shall furnish to the owner, the following:

A. A stipulation by the Developer or Developers, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Developer to comply with all the requirements of Section 114 of the

Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Developer that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Developer will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Developer and Developers shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Developer shall observe all local, state and federal laws in purchasing and handling explosives. The Developer shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Developer shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Developer or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Developer shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Developer fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Developer. Such action by the Owner does not relieve the Developer of any liability incurred under these specifications or contract.

13. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Developer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the final closeout of the grant.

15. **INSPECTION**

The authorized representative and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. **REPORTING REQUIREMENTS**

The Developer shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Developer shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Developer agrees as follows:

A. The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Developer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Developers shall incorporate foregoing requirements in all subcontracts.

19. **PATENTS**

A. The Developer shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Developer.

C. If the Developer uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or

materials, in any way involved in the work. The Developer and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Developer for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Developer shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Developer shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Developer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Developer under this contract shall, at the option of the Owner, become the Owner's property and the Developer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Developer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Developer, and the Owner may withhold any payments to the Developer for the purpose of set-off until such time as the exact amount of damages due the Owner from the Developer is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Developer. If the contract is terminated by the Owner as provided herein, the Developer will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Developer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

A. The Developer shall not enter into any subcontract with any Developer who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Developer shall be as fully responsible to the Owner for the acts and omissions of the Developer's Developers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Developer.

C. The Developer shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Developer to the Developer by the terms of the contract documents insofar as applicable to the work of Developers and to give the Developer the same power as regards terminating any subcontract that the Owner may exercise over the Developer under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any Developer and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Developer represents and warrants that it and its Developers are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Developer shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Developer shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Developer or the Developer's Developers may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. **CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Developer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Developer's compensation which are mutually agreed upon by and between the Owner and the Developer, shall be incorporated in written and executed amendments to this Contract.

30. **PERSONNEL**

The Developer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Developer or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Developer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the Developers with such regulations, and shall be responsible for the submission of affidavits required of Developers there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. **ASSIGNABILITY**

The Developer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Developer from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. **INTEREST OF DEVELOPER**

The Developer covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Developer further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. **POLITICAL ACTIVITY**

The Developer will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Developer under this Contract are confidential, and the Developer agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. **LOBBYING**

The Developer certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Developer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **FEDERAL LABOR STANDARDS PROVISIONS**

The Developer shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Developer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Developer and its Developers at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Developer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the

amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Developer, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Developer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Developer does not make payments to a trustee or other third person, the Developer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Developer, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Developer to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Developer under this contract or any other Federal contract with the same prime Developer, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Developer so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Developer or any Developer the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Developer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Developer, disburse such amounts withheld for and on account of the Developer or Developer to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records**. Payrolls and basic records relating thereto shall be maintained by the

Developer during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the Developer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Developers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Developer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Developer will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Developer is responsible for the submission of copies of payrolls by all Developers. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Developer or Developer or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Developer or Developer to civil or

criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Developer or Developer shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Developer or Developer fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Developer, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Developer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Developer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Developer's or Developer's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Developer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Developer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Developer shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Developer or Developer will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the Developers to include these clauses in any lower tier subcontracts. The prime Developer shall be responsible for the compliance by any Developer or lower tier Developer with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Developer and a Developer as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Developer (or any of its Developers) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Developer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Developer's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Developer or any Developer because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Developer or Developer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Developer and any Developer responsible therefore shall be liable for the unpaid wages. In addition, such Developer and Developer shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Developer or Developer under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Developer such sums as may be determined to be necessary to satisfy any liabilities of such Developer or Developer for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Developer or Developer shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Developers to include these

clauses in any lower tier subcontracts. The prime Developer shall be responsible for compliance by any Developer or lower tier Developer with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Developer shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Developer shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each Developer. The Developer shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 if the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds $10,000, the value of the quantity acquired by the preceding fiscal year exceeds $10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The $10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a Developer) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Developer shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR

574.440, "the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance." The Developer shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

The Developer acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, the Developer shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Developer shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Developer must comply with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Developer agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Developer wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Developer must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Developers that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Developers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

50. REMEDIES FOR NON-COMPLIANCE

If the Developer fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the Department or the City may impose additional conditions, as described in 200.208 Specific conditions. If the Department or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

II. a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

III. b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

IV. c. Wholly or partly suspend or terminate the Federal award.

V. d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

VI. e. Withhold further Federal awards for the project or program.

VII. f. Take other remedies that may be legally available.

51. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Developer will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

52. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-

Federal entity, Developer, or any other party pertaining to any matter resulting from the contract.

53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Developer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Developer's actions pertaining to this contract.

ATTACHMENT IV

OFFICE OF COMMUNITY DEVELOPMENT (OCD) – FISCAL and COMPLIANCE UNIT

An overview of Policies and Procedures

I. Purpose

The following procedures are to assist staff members assigned to the Office of Community Development for the purpose of monitoring sub-grantee agencies for compliance with federal and state regulations regarding the use of funds awarded by these governmental agencies and to reduce and/or eliminate ineligible costs incurred by programs administered by the City of New Orleans.

II. Authorization

The Office of Community Development is authorized to monitor sub-grantee agencies which receive federal and/or state funding via the granting agencies (Office of Criminal Justice, New Orleans Police Department, Mayor's Office, Divisions of Federal and State Programs, Intergovernmental Relations...) The Office of Community Development and other monitors will review the fiscal and programmatic records of all agencies receiving grant funding through city departments and agencies. The review of these sub-grantees will be conducted by two teams of monitors, the City's Compliance Monitors and Contracted Monitors. OCD Fiscal and Compliance Unit will conduct monthly fiscal desk reviews and some site reviews based on a risk. Contracted Monitors will conduct programmatic and fiscal reviews based on risk.

III. Guidelines

A. Contract Compliance Guidelines

1. A copy of all agency award letters to sub-grantees must be submitted to the OCD Fiscal and Compliance Unit by the granting agency. Also, all new, renewed and amended contractual agreements must be forwarded to the OCD Fiscal and Compliance Unit upon execution.

2. All contractual agreements must include a copy of the OCD – Fiscal and Compliance Unit Policies and Procedures and authorizing federal legislation and thereby made a part of the documents.

3. Measurable goals, objectives and performance indicators must be specifically stated in the verbiage of the contract document for meaningful monitoring purposes.

4. All contractual agreements, meeting the expenditure requirement, must include a statement requiring sub-recipients to provide an engagement letter from a certified public accounting firm to conduct an audit of federal funding. A copy of the engagement letter must be submitted to the director of the granting agency within a month of the agencies ending fiscal year. The director of the granting agency will forward a copy to OCD – Fiscal and Compliance Unit. The audit must be completed within nine (9) months after the project fiscal year ends. A copy of the completed audit should be received within nine months of the agencies fiscal year as outlined in OMB Circular 2 CFR 200.

B. Monitoring Responsibilities of the Office of Community Development

The Office of Community Development monitoring responsibilities are conducted by the Fiscal and Compliance Unit. The fiscal unit will perform monthly fiscal desk reviews of Cost Control Statements and the compliance unit will conduct site reviews of sub-recipient agencies receiving grant or loan funding from the City.

Fiscal Unit Payment Processing Procedures:

The Subrecipients will prepare the following for submission to OCD's front desk:

1. The original cost control statement with supporting backup documentations.

2. The submission of cost control statements should occur at least by the fifth (5) working day of every month. OCD receptionist will clock-in the cost control statement(s) and forward the original to the Program Analyst. The Program Analyst will review the documents for proper documentation and then forward the cost control statement(s) to the fiscal unit for processing. The Fiscal Accountant will verify costs documented in column two (2) on the original cost control statement(s) with the backup documents submitted by the Subrecipients. If costs submitted for reimbursement are questionable the Fiscal Accountant will email the Program Analyst and the subrecipient. It is the responsibility of the Subrecipient to recoup any questionable costs on the next period cost control statement(s). After total review, the Fiscal Accountant will forward all cost control statements to the Accounting/Finance Department for payment processing and filing. Subrecipients should expect to receive payment in approximately twenty (20) days after submitting cost control statement(s) to OCD – Fiscal Unit. All checks are mailed to the subrecipients.

The following documents are required for payment review and processing, which will include but is not limited to such items as:

1. Invoices
2. Payroll journal
3. General ledgers
4. Letters of approval and subcontract agreement for professional services
5. Bid information for supplies, materials and equipment when required
6. Letter of approval from Granting Agency if indirect cost is being requested
7. Lease agreements

Compliance Monitor Site Review Responsibility

Compliance Monitors will conduct site reviews in accordance with the schedule devised by the Team Leader, based on risk and need.

Site visits responsibilities for Compliance Monitors will include the review of the following documented records:

1. Personal Services
   - a. Personnel policy
   - b. Time Sheets
   - c. Leave records
   - d. Payroll register
   - e. Federal and State withholding records for each employee
   - f. State unemployment tax forms
   - g. Convention and travel expense reports
   - h. Mileage reimbursement reports
   - I. Quarterly federal and state tax reports
   - j. Yearly 1099 and W2 forms

2. Accounting Journals
   - a. Cash Disbursements journal
   - b. Cash Receipts journal
   - c. General journal
   - d. General ledger
   - e. Subsidiary accounts payable ledgers

3. Bank Accounts
   - a. Signature cards
   - b. Separate bank accountc. Separate program income bank account
   - d. Monthly reconciled bank statements

4. Fidelity or Surety Bond
5. Contractual Services
   a. Professional Services
      Three (3) "request for Proposal" (Bid's)
      Letter of Approval from the granting agency
   b. Subcontract agreement
   c. Cost allocation plans for utilities, if necessary, and pre-approved by the Granting Agency.
   d. Rent and lease agreements (Land and Building)
   e. Rent and lease agreement (Equipment)
   f. Long-distance telephone logs
   g. Indirect cost rate pre-approved by the Granting Agency
   h. An automobile mileage log
6. Supplies and Materials
   a. Invoices
   b. Bids required for purchase as follows:
      1. Purchases less than $250.00, no solicitation of bids is required
      2. $ 250.01 to $1000.00 - needs three (3) telephone bids from vendors
      3. $1000.01 to $5000.00 - need three (3) Request for Quotations (RFQ's) from vendors
      4. $5,000.01 up - need prior approval from Granting Agency

   c. Verification of Invoices must include:
      1. Approval of payment;
      2. Marked paid; and,
      3. Indicate check number

7. Equipment
   a. Bids required for purchase as follows:
      1. Purchases less than $250.00, no solicitation of bids is required
      2. $ 250.01 to $1000.00 - needs three (3) telephone bids from vendors
      3. $1000.01 to $5000.00 - need three (3) Request for Quotations (RFQ's) from vendors
      4. $5,000.01 up - need prior approval from Granting Agency

8. Signed Corporate minutes to the Board of Directors regular meetings

9. Obtain and read copies of the pertinent documents from City of New Orleans personnel

10. Review of fiscal documentation

11. Review the independent audit report

D Compliance Team Leader

Compliance Team Leader - responsibilities of review and distribution of assignments, documents and reimbursements are as follows:

1. The Team Leader will generate and distribute a schedule of all programs to be monitored.

2. The Team Leader and Compliance Monitors will collect, review, and distribute reports to both the sub-grantee agencies and the granting agencies. Any findings in the monitoring report which would prevent reimbursement will be noted and reported to the Bureau of Accounting for the necessary action;

3. The Team Leader will be responsible for all personnel supervision of staff members assigned to the OCD – Compliance Unit. These responsibilities include monitoring reported work time, the signing of all time sheets, disciplinary actions and annual evaluations;

Note: All employees assigned to the OCD – Fiscal and Compliance Unit will abide by the personnel policies and procedures of the Office of Community Development. An employee handbook will be provided to each assigned employee, delineating items such as dress code requirements, work hours, office conduct, etc.

E. Granting Agencies

The Health Department, the Mayor's Office, OCD, the Police Department and any other department receiving grant or loan funding:

1. The Granting agencies must submit to the OCD Fiscal and Compliance a copy of all new, renewed and amended sub-grantee contracts for review.

2. The Granting agencies will be responsible for contract development consistent with the guidelines and regulations of the respective grantor agency (federal or state government). Contracts must include measurable performance criteria for sub-grantee adherence and effective monitoring. Also, contracts must include the engagement letter for the services of a certified public accounting firm to conduct an audit of subrecipients funding for agencies meeting the expenditure requirements.

3. The granting agencies will provide for certified public accounting firm reviews through grant or loan funding.

IV. Reimbursement Schedule

The Accounting/Finance Department will generate a check twenty (20) days after the final backup document is received in the OCD – Fiscal and Compliance Unit's office**.** The check will be mailed to the subrecipients.

V. Inquiries

Detailed questions on any section of these policies and procedures should be directed to the team leader at 658-4200.

Revised-06.30.15

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ATTACHMENT V

MONTHLY REPORTING REQUIREMENTS
Rental Housing Activity

Project Name: _____
Project Address: _____
Activity Type: **Rehab Only ___ New Construction Only ___ Acquisition Only ___**
Acquisition & Rehab ___ Acquisition & New Construction ___
Property Type: **Condominium ___ Cooperative ___ SRO ___ Apartment ___**
FHA Insured: **Yes ___ No ___** **Mixed Use: Yes ___ No ___** **Mixed Income: Yes ___ No ___**
Total Units: _____
Total HOME-assisted Units: _____
Total 504 Units: **Mobility-impaired** _____ **% of Total Units** _____
Sensory-impaired _____ **% of Total Units** _____
Projected Start Date: _____
Projected Completion Date: _____

Reporting Month: _____

1. CONSTRUCTION ACTIVITY

♦ **UNITS UNDERWAY**

Total Non-504 HOME-assisted Units

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

Total 504 HOME-assisted units under construction

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

Total HOME-assisted units

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

♦ **UNITS COMPLETE (with Certificates of Occupancy)**

Total Non-504 HOME-assisted Units

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

Total 504 HOME-assisted Units

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

♦ **UNITS COMPLETE (with Certificates of Occupancy) (continued)**

Total HOME-assisted Units

	This Month	To Date
How Many?	_____	_____
Percentage	_____	_____

2. OFFICE OF COMMUNITY DEVELOPMENT (OCD) CERTIFICATIONS

Total Non-504 HOME-assisted Unit Certifications Received

This Month _____ **To Date** _____

Total 504 HOME-assisted Unit Certifications Received

	This Month	To Date
Mobility-impaired	_____	_____
Sensory-impaired	_____	_____

Total HOME-assisted Unit Certifications Received

This Month _____ **To Date** _____

3. LEASE EXECUTIONS

Total Non-504 HOME-assisted Unit Lease Executions

This Month _____ **To Date** _____

Total 504 HOME-assisted Unit Lease Executions

This Month _____ **To Date** _____

Total HOME-assisted Unit Lease Executions

This Month _____ **To Date** _____

Describe any problems that are delaying the completion or occupancy of the project by the targeted completion date.

Describe your organization's outreach strategies for reaching your targeted Section 504 population.

List outreach activities your organization conducted this month. (Provide documentation to OCD.)

Describe the results of those activities.

DIRECT BENEFIT PROFILE
(For Compliance with 24CFR 570.506 and Section 109, Housing and Community Development Act of 1974, as Amended, and Section 217 (b)(1) Of Title II, the National Affordable Housing Act, as amended, Title VI, Civil Rights Act of 1964)

Project Name: _____

Project Number: _____

Name of Organization: _____

Name & Title of Reporting Officer: _____

Signature of Reporting Officer: _____

Note: This report is due on the 5 th working day of each month along with the Monthly Reporting Requirements.

Report Period	(1) Total # of Persons Assisted	(2) White	(3) Black/African American	(4) Asian	(5) American Indian/ Alaskan Native	(6) Native Hawaiian/ Other Pacific Islander	(7) American Indian/ Alaskan Native & White	(8) Asian & White	(9) Black/African American & White	(10) American Indian/ Alaskan Native & African American	(11) Other Multi Racial	(12) Hispanic	(13) Female Headed Household	(14) Extremely Low Income 0%-30%	(15) Very Low Income 31%-50%	(16) Low/ Mod Income 51%-80%
(a) Month of:_____ New Clients Only	#	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %
(b) Cumulative from effective date of contract through this report period	#	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %	# %

INSTRUCTIONS FOR COMPLETING DIRECT BENEFIT PROFILE

Organizations are required to identify persons benefiting from each activity planned, and distinguish between those who will benefit directly and those who will benefit indirectly. A direct benefit will accrue to any activity where a personal record must be completed by the client or maintained by the organization in order for the client to receive services. Persons must be identified by racial and ethnic background. The individuals themselves make this determination.

Project Name: Enter the official project name as it appears on Page 1 of the Agreement.

Project Number: Enter the project number as it appears on Page 1 of the Agreement.

Organization Name: Enter the organization's name as it appears on Page 1 of the Agreement.

Name & Title of Reporting Officer: Enter the name and title of the person in the organization responsible for the Direct Benefit Profile.

Signature of Reporting Officer: Self-explanatory

Report Period: Enter the month for which the data is being reported.

Column 1: Enter the total number of persons receiving direct benefits for the current report month and cumulatively from execution of Agreement through report period.

Column 2: Of the total number of clients entered in Column 1, enter the number and percentage of White people receiving direct benefits (a person having origin in any of the original peoples of Europe, North Africa or the Middle East).

Column 3: Of the total number of clients entered in Column 1, enter the number and percentage of African American people receiving direct benefits (a person having origin in any of the black racial groups of Africa).

Column 4: Of the total number of clients entered in Column 1, enter the number and percentage of Asian people receiving direct benefits (a person having origin in any of the people of the Far East, Southeast Asia, and the Indian subcontinent, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam).

Column 5: Of the total number of clients entered in Column 1, enter the number and percentage of American Indian/Alaskan Native people receiving direct benefits (a person having origin in any of the original peoples of North, Central and South America, and who maintain tribal affiliation or community attachment).

Column 6: Of the total number of clients entered in Column 1, enter the number and percentage of Native Hawaiian/Other Pacific Islander people receiving direct benefits (a person having origin in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands).

Column 7: Of the total number of clients entered in Column 1, enter the number and percentage of American Indian/Alaskan Native & White people receiving direct benefits.

Column 8: Of the total number of clients entered in Column 1, enter the number and percentage of Asian & White people receiving direct benefits.

Column 9: Of the total number of clients entered in Column 1, enter the number and percentage of Black/African-American & White people receiving direct benefits.

Column 10: Of the total number of clients entered in Column 1, enter the number and percentage of American Indian/Alaskan Native & Black/African-American people receiving direct benefits.

Column 11: Of the total number of clients entered in Column 1, enter the number and percentage of Other Multi-racial people receiving direct benefits.

Column 12: Of the total number of clients entered in Column 1, enter the number and percentage of Hispanics receiving direct benefits (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

Column 13: Of the total number of clients entered in Column 1, enter the number and percentage of Female-headed households receiving direct benefits.

Column 14: Of the total number of clients entered in Column 1, enter the number and percentage of Extremely Low Income persons receiving direct benefits (0% - 30% MFI).

Column 15: Of the total number of clients entered in Column 1, enter the number and percentage of Very Low Income persons receiving direct benefits (31% - 50% MFI).

Column 16: Of the total number of clients entered in Column 1, enter the number and percentage of Low Income persons receiving direct benefits (51% - 80% MFI).

ATTACHMENT VI

CITY OF NEW ORLEANS
OFFICE OF COMMUNITY DEVELOPMENT

SOURCES AND USES STATEMENT

Date:

Project Name: BW Cooper Senior

Project Address: 3401 Erato Street, New Orleans, LA 70125

Line	Item & Number	TOTALS	City of New Orleans General Obligation Bond Funds 2020-21	City of New Orleans General Obligation Bond Funds 2023	Regions Fannie Loan	LHC CDBG	Deferred Developer Fee	Section 45L Tax Credits	Low Income Housing Tax Equity	B2B Grant Funds
A1	Acquisition Cost (Land & Improvements) [§206(c)]	884,623.00	0.00	0.00	0.00	0.00	0.00	0.00	884,623.00	0.00
A2	Appraisal [§206(d)(2)]	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
A3	Legal, Recordation, Title Examination, etc. [§206(d)(2)]	230,000.00	0.00	0.00	0.00	0.00	0.00	0.00	230,000.00	0.00
A4	**Total Acquisition Costs (A1 - A4)**	**1,124,623.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,124,623.00**	**0.00**
B	**Construction (104,715 sq.ft. @ $249.91) [§206(a)]**	**26,168,998.00**	**2,500,000.00**	**1,565,000.00**	**10,639,000.00**	**6,866,000.00**	**0.00**	**224,025.00**	**4,374,973.00**	**0.00**
C1	Architect Fee [§206(d)(1)]	720,300.00	0.00	0.00	0.00	0.00	0.00	0.00	670,300.00	50,000.00
C2	Financing Fees (i.e. Commitments) [§206(d)(2)]	327,945.00	0.00	0.00	0.00	0.00	0.00	0.00	327,945.00	0.00
C3	Related Finance (Closing) Costs (≠ A5) [§206(d)(2)]	245,280.00	0.00	0.00	0.00	0.00	0.00	0.00	245,280.00	0.00
C4	Building Permits [§206(d)(2)]	290,684.00	0.00	0.00	0.00	0.00	0.00	0.00	290,684.00	0.00
C5	Audit [§206(d)(3)]	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
C6	Affirmative Marketing/Fair Housing [§206(d)(4)]	1,340,624.00	0.00	0.00	0.00	0.00	0.00	0.00	1,340,624.00	0.00
C7	Initial Operating Deficit Reserve [§206(d)(5)]	709,334.00	0.00	0.00	0.00	0.00	0.00	0.00	709,334.00	0.00
C8	Work Write-up Preparation [§206(d)(6)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C9	Rehab Inspection [§206(d)(6)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C10	Housing Counseling [§206(d)(6)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C11	CHDO Project-Specific Costs (Loan Only) [§301]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C12	Relocation Costs [§206(f)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C13	Interim Financing Costs Appraisal [§206(g)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C14	Other: Attach Complete Explanation & Justification	2,732,400.00	0.00	0.00	0.00	0.00	0.00	0.00	2,732,400.00	0.00
C15	**Total Soft Costs**	**6,386,567.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6,386,567.00**	**50,000.00**
D	**TOTAL DEVELOPMENT COST (A4+B+C15)**	**33,680,188.00**	**2,500,000.00**	**1,565,000.00**	**10,639,000.00**	**6,866,000.00**	**0.00**	**224,025.00**	**11,886,163.00**	**50,000.00**
E	Developer's Fee [§206(d)(2)]	4,041,540.00	0.00	0.00	0.00	0.00	499,703.00	0.00	3,541,837.00	0.00
F	Homebuyer Assistance [§205(a)]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G	**GRAND TOTAL PROJECT COST (D+E+F)**	**37,721,728.00**	**2,500,000.00**	**1,565,000.00**	**10,639,000.00**	**6,866,000.00**	**499,703.00**	**224,025.00**	**15,428,000.00**	**50,000.00**

1

Line Item & Number		TOTAL$	LIHTC Equity
C14	**Other: Attach Complete Explanation & Justification**		
	Market Study	$ 10,800.00	$ 10,800.00
	Environmental Reports	$ 55,000.00	$ 55,000.00
	Survey (Boundary/Topo/As-Built)	$ 40,000.00	$ 40,000.00
	Construction Period Real Estate Tax	$ 100,906.00	$ 100,906.00
	Construction Insurance	$ 50,000.00	$ 50,000.00
	Green Building/Accessibility Consultants	$ 55,000.00	$ 55,000.00
	Rent Up Reserves	$ 115,674.00	$ 115,674.00
	Construction Loan Interest	$ 2,007,424.00	$ 2,007,424.00
	Tax Credit Costs	$ 55,875.00	$ 55,875.00
	Engineering fee	$ 101,090.00	$ 101,090.00
	Soft Cost Contingency	$ 140,631.00	$ 140,631.00
	Total C14 Soft Costs	**2,732,400.00**	**2,732,400.00**

1

ATTACHMENT VII

Enter Project Schedule

Activity	Scheduled Date (mm/dd/yyyy)
A. SITE	
Option/Contract	29-Oct-21
Site Acquisition	1-Mar-23
Zoning Approval	31-Dec-22
Site Analysis	10-Sep-21
Environmental Clearance	30-Sep-22
B. FINANCING	
1. Construction Loan/Interim Financing	
Loan Application	26-Oct-21
Conditional Commitment	1-May-22
Firm Commitment	1-Feb-23
2. Permanent Loan	
Loan Application	26-Oct-21
Conditional Commitment	1-May-22
Firm Commitment	1-Feb-23
3. Other Loans and Grants	
Type & Source	LHC CDBG
Application	1-Mar-22
Award	1-May-22
4. Other Loans and Grants	
Type & Source	
Application	
Award	
C. PLANS AND SPECIFICATIONS,	20-Dec-24

	WORKING DRAWINGS	
D.	**CLOSING AND TRANSFER OF PROPERTY**	19-Nov-25
E.	**CONSTRUCTION START**	17-Nov-25
	10% Construction complete	27-Dec-25
	50% Construction complete	7-Jun-25
	90% Construction complete	15-Nov-26
F.	**COMPLETION DATE**	15-Nov-26
G.	**CERTIFICATE OF OCCUPANCY DATE**	15-Nov-26
H.	**DATE FIRST UNIT RENTED**	15-Nov-26
I.	**DATE LAST ASSISTED UNIT RENTED IN SERVICE**	14-May-27
J.	**100% OF UNIT OCCUPANCY ACHIEVED**	14-May-27

Attachment VIII

SQUARE 536, LOT 1-A

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 1-A AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, MEASURE THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY LINE ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 306 FEET 9 INCHES AND 5 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 75 FEET 8 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A NORTHWESTERLY DIRECTION ON AN INTERIOR ANGLE OF 238˚14'43" A DISTANCE OF 124 FEET 9 INCHES AND 3 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 121˚43'30" A DISTANCE OF 160 FEET 11 INCHES AND 6 LINES TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01'47" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET; MEASURE THENCE ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 302 FEET 4 INCHES AND 0 LINES TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, THE POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

SQUARE 536, LOT 2

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 2 AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF EARHART BOULEVARD AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, MEASURE THENCE IN A SOUTHERLY DIRECTION ALONG SAID WESTERLY LINE A DISTANCE OF 269 FEET 1 INCH AND 6 LINES TO A POINT, THE POINT OF BEGINNING.

MEASURE THENCE FROM THE POINT OF BEGINNING ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A WESTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 89˚58'36" A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01'24" A DISTANCE OF 412 FEET 9 INCHES AND 5 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, THE

POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

ATTACHMENT IX

CONTRACT ANALYSIS DOCUMENT

PROJECT DESCRIPTION

AND

BUDGET FORMS

FOR

HOME RENTAL PROJECTS

FOR OCD USE ONLY:

DATE: September 17, 2025

CONTRACT NAME: BW Cooper Senior, L.L.C.

CONTRACT NUMBER: GOBONDFUNDS2023-007

PROJECT INFORMATION SHEET

1. Project

Name: BW Cooper Senior

Program Category: HOME/Gap Financing

Type of Service: Rental Housing Development

2. Awarded Agency

Name: ***BW Cooper Senior, L.L.C.***

Address: 2117 Ursulines Ave

City, State, Zip: New Orleans, LA 70116

Telephone: 504-821-7071 Fax: 501-821-7213

3. Contact Person

Name: Wesley Gillen

Address: 2117 Ursulines Ave

City, State, Zip: New Orleans, LA 70116

Telephone: 504-821-7071 Fax: 501-821-7213

Email address: wgillen@providencech.org

4. Executive Officer Name(s)

Name: Terri North

Address: 2117 Ursulines Ave

City, State, Zip: New Orleans, LA 70116

Telephone: 504-821-7222 Fax: 501-821-7213
Email address: Terri North <tnorth@providencech.org>

5. Bookkeeper or Accountant

Name/Firm: Lisa Samons

Address: 2117 Ursulines Ave

City, State, Zip: New Orleans, LA 70116

Telephone: 504-821-7222 Fax: 501-821-7213

Email address: Lisa Sammons <lsammons@providencech.org>

6. Agency Type (Check One)

Non-Profit Corporation ____
For Profit Corporation _X____
Public Agency _____
City of New Orleans Department _____
Other (please specify) _____

7. Address(es) of Project:

	Address	Number of Units
	3401 Erato Street, New Orleans, LA 70125	103

8. Program Funding

a. Program Income:

Identify and list amounts of projected/current program income (if applicable):
(As a result of HUD/Office of Community Development funds)

SOURCE	*AMOUNT*	*TIME PERIOD*
1. N/A		
2.		
3.		

- *Program Income: **Please note that funds generated by a Developer and not returned to the City are not considered PI. Examples of PI for a Developer would include loan interest or loan repayments made to the City.**

b. Recommended/Anticipated Funding:

(Includes all other federal, state, and private funding to be used in the Development. If the funding is a loan, please provide us with the interest rate, loan type, and loan period.))

SOURCE	AMOUNT	LOAN/GRANT
LHC CDBG	$ 6,866,000	0%, Surplus Cash Loan, 35 years
CNO HOME	$4,065,000	Loan
Regions	$10,639,000	Loan (5.5%, Fannie, 40 years)
Deferred Developer Fee	$499,703	Loan, 0%, 35 years
LIHTC	$15,378,000	Equity
45-L	$224,025	Federal Equity
B2B Grant Funds through PCH	$50,000	Equity

PROFESSIONAL/CONTRACTUAL SERVICES

Fill in the table below listing the following:

- name of person/firm providing professional/contractual services through this grant
- type of service rendered (e.g., accounting, legal, evaluation, etc.)
- the cost of the service to be provided.

NAME/FIRM	TYPE OF SERVICE	COST
N/A		

Please refer to the Bureau of Purchasing's Website http://www.nola.gov/purchasing/ which outline all required procedures for compliance with the City of New Orleans's Federal Grant Procurement Policy for the formal procurement of any federally-funded goods, services, non-professional services, professional services or public works for the City of New Orleans. All procurements in which federal funds are contemplated or used must be conducted in accordance with federal procurement requirements.

PROJECT DESCRIPTION AND HISTORY

In the space provided below, describe the project to be implemented with HOME funds. Describe the entire project and identify the specific component/components funded through HOME.

Providence Community Housing and Columbia Residential, as co-owners and co-developers of BW Cooper Senior, L.L.C., have secured the rights to develop and lease a portion of land of the former Calliope Projects, also previously known as B. W. Cooper Public Housing Development, owned by the Housing Authority of New Orleans (HANO). The portion of the land includes Clio Street which is currently owned by HANO and planned to be developed then dedicated to the City of New Orleans as a public street. The project, known as BW Cooper Senior, will be a three-story new construction project consisting of 103 one-bedroom high quality units for senior residents. The project will be reserved entirely for seniors aged 62 and older making at or below 50% of area median income. The project will incorporate one existing building repurposed as an administrative headquarters and primary entry for the new construction project. The lush and green campus surrounding mature oak trees and congregation areas will include on-site laundry (one washer and one dryer per every 10 units) and tenant gathering space. Additionally, each unit will be equipped with standard amenities available to tenants at no charge including HVAC system, range/oven, refrigerator, microwave, dishwasher, blinds, and access to secure off-street parking with a gated fence. Management services will be provided by Columbia Residential Properties, LLC. The development team has secured an option to lease and Project Based Section 8 vouchers for 100% of the 103 units from HANO. Should the market study, LHC, or investor require, the unit size and AMI/rental support can be rearranged.

Committed Federal financial resources include $6,866,000 from the Louisiana Housing Corporation's (LHC's) PRIME 3 Program, $4,065,000 total in funding through the City of New Orleans's Affordable Rental Housing Gap Program ($2,500,000 from 2020-2021 NOFO and $1,565,000 from 2023-2024 NOFO).

The City of New Orleans (CNO) funds will be used to pay for all construction related hard costs

CITY OF NEW ORLEANS
HOME INVESTMENT PARTNERSHIP PROGRAM

HOME AFFORDABLE RENTAL HOUSING PROGRAM REGULATORY AGREEMENT

*This HOME Affordable Rental Housing Program (hereinafter referred to as "**HOME**") Regulatory Agreement (hereinafter referred to as the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**") and BW Cooper Senior, L.L.C., a Louisiana limited liability company (hereinafter referred to as the "**Owner**"), represented by BW Cooper Senior Manager, L.L.C., a Louisiana limited liability company, represented herein by Terri B. North and Carmen Chubb, its authorized representatives; and is hereby promulgated to mandate, under penalty of repayment of GO Bond Funds invested in the project named herein, the Owner's compliance that units assisted in the Project with GO Bond Funds awarded by the City of New Orleans will remain affordable to the targeted income population for the applicable Period of Affordability as cited elsewhere in this Agreement. This Agreement is effective upon the ____ of _____, 2025 (the "**Effective Date**").*

WITNESSETH

WHEREAS, the Owner acknowledges that the City is an entitlement recipient of HOME Investment Partnership Program ("**HOME Program**") funds authorized under Title II of the *Cranston-Gonzalez National Affordable Housing Act*, as amended;

WHEREAS, the Owner acknowledges that the City provided General Obligation Bond Funds ("**GO Bond Funds**"), authorized under the Series 2021B Bonds, as a loan for the purposes of (a) making capital improvement, including constructing, renovating, acquiring and/or improving capital improvements in the City permitted by the Charter, including constructing, renovating, acquiring, and/or improving affordable housing facilities, and (b) paying the cost of issuance of the Series 2021B Bonds, as amended;

WHEREAS, the Owner acknowledges that the City administers said GO Bond Funds in accordance with regulations promulgated thereunder by the United States Department of Housing and Urban Development ("**HUD**") and contained in Volume 24, Part 92 of the *Code of Federal Regulations* (CFR Part 92) and treats the funds in terms of use as HOME Program funds; and

WHEREAS, the Owner acknowledges that City has provided a grant of said funds in the amount of $4,065,000.00 to Owner, pursuant to a Loan Agreement between the City of New Orleans and the Owner, dated the ___ of _____, 2025, to acquire and/or construct the Project, as defined herein below, in accordance with HOME Regulations;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Owner, intending to be legally bound, agrees as follows:

ARTICLE I

PROJECT DESCRIPTION

SECTION 1.1 Project-Specific Provisions

Project Description

(1) Name of Project: BW Cooper Senior

(2) Address: 3401 Erato Street

City/State: New Orleans, Louisiana 70125

(3) Percentage of Commercial Space 0

Project's Gross Floor Area (GFA) 104,715 Square Feet (SQ)

Net Rentable Area 74,110 (SQ) Lease Square Feet

(c) Commercial As Percent of GFA 0%

Maximum GO Bond Funds Assistance $4,065,000.00

GO Bond Funds Period of Affordability from Completion Date: 20 Years.

City Period of Affordability from Termination of HOME Period of Affordability 25 Years.

Total Period of Affordability: 45 years

_____ Acquisition Only
X_____ New Construction or Conversion to Rental Property
_____ Moderate/Substantial Rehabilitation
_____ Acquisition and Rehabilitation

(F) Income Classes:

HOME financed rental projects require that certain percentages of the HOME-assisted units in the Project be occupied by specific income classes as follows:

- A minimum of 20% of the HOME-assisted units should be occupied by households whose incomes do not exceed 50% of the area median adjusted by family size.

- A minimum of 90% of the HOME-assisted units should be occupied by

households whose incomes do not exceed 60% of the area median income adjusted by family size at initial occupancy.

•No units may be occupied by households whose incomes exceed 80% of the area median income adjusted by family size.

Specify the number of HOME/City units in the project occupied by the designated income classes.

		Affordable Units Controlled by this Regulatory Agreement				Market Units
Unit Type	Total No. of Units in Project	Total **HOME/City** Units	Tenants ≤ 50%	Tenants > 50% ≤ 60%	Tenants > 60 < 80%	Tenants >80
EFF						
1BR	103	103	103			
2BR						
3BR						
4BR						
Market 1BR						
TOTAL	103	103	103			

(I) Estimated Project Construction/Rehabilitation Start Date: November 2025

(J) Estimated or Actual Completion Date: February 2027

SECTION 1.2 Definitions

The definitions of terms in this section shall apply throughout this Agreement unless their context clearly requires otherwise:

Act means the Cranston-Gonzalez National Affordable Housing Act, as amended.

Agreement means this HOME Regulatory Agreement.

Application means the Owner's or Sponsor's, application to the City, along with all submissions, documents and correspondence related thereto, for funding to develop the Project. This includes the approved Activity Budget and Payment Invoices for the Project.

City means the City of New Orleans, a Home Rule municipal corporation.

City Period of Affordability means the minimum number of years that the City is requiring rental housing affordability requirements apply to the Project after completion of HOME Period of Affordability

Completion Date means the date the activity is completed in the disbursement and information system established by HUD.

Loan Agreement means the Loan Agreement between Owner and the City of New Orleans, dated the __ of _____, 2025, which will provide or has provided the General Obligation Bond Funds used to develop the Project.

General Obligation Bond Funds means those funds provided or to be provided by the City to the Owner or Sponsor pursuant to the terms of this Agreement, as specified in Section 1.1(B) of this Agreement.

HOME Program means the HOME Investment Partnerships Program established by HUD pursuant to Title II of the Act.

HOME Period of Affordability means the minimum number of years that the HOME rental housing affordability requirements, as stipulated in 24 CFR 92.252(e), apply to the Project.

HOME Regulations means the regulations contained at 24 CFR Part 92.

Housing Quality Standards means, at a minimum, standards specified at 24 CFR 882.109 and the cost-effective energy and conservation and effectiveness standards in 24 CFR Part 39.

HUD means the U. S. Department of Housing and Urban Development.

Investor means collectively, RAH Investor 456 LLC, a Mississippi limited liability company, as the investor member, and Sterling Corporate Services LLC, a New York limited liability company, as the special member.

Low Income Units means units identified in Section 1.1 of this Agreement with rents, determined in accordance with 24 CFR Part 92.252.

Owner means one or more individuals, corporations, partnerships or other legal entities that hold valid title to, or have a long-term leasehold interest in, the Project developed or to be developed pursuant to this Agreement.

Participating Party means any person, firm, corporation, or public or private entity that has agreed to provide financial or other resources to carry out the Project, and is identified below:

City: City of New Orleans,
through the Office of Community Development
1340 Poydras Street, Suite 1000
New Orleans, Louisiana 70112
(504) 658-4200; (504) 658-4247 (FAX)

Owner: B.W. Cooper Senior, L.L.C.

2117 Ursulines Avenue
New Orleans, LA 70116
Attention: Terri B. North
Contact Number 504-821-7221 E-mail Address
tnorth@providencech.org

With a copy to:

1718 Peachtree Street, N.W. Suite 684
Atlanta, Georgia 30309
Attention: Carmen Chubb
Email: cchubb@columbiares.com

Investor: RAH Investor 456 LLC
c/o Regions Affordable Housing
111 Great Neck Road, Suite 500
Great Neck, New York 11021
Attention: Kevin Smith

Lender: By mail or hand:
Regions Bank
1900 5th Avenue North, 15th Floor
Birmingham, Alabama 35203
Attn: Chase M. Simpson

With copies to: Jones Walker LLP
420 North 20th Street, Suite 1100
Birmingham, Alabama 35203
Attention: Kelly B. Lewis and Brandon D. Hughey

Identification as a "Participating Party" means that the City, in selecting the Owner or Sponsor for the award of HOME Funds, relied in material part upon a representation by the Owner or Sponsor that the parties so identified have completed or will complete a specified portion of the Project or a specific activity necessary for the completion of the Project.

Project means one or more buildings containing residential units, the site(s) on which the building or buildings is/are located, and any functionally related facilities, as more specifically described in Section 1.1(A) of this Agreement.

Project Site means the legal description of the land described in Attachment A.

Project Term means sum of the HOME Period of Affordability described in Section 1.1(C) of this Agreement and the City Period of Affordability described in Section 1.1(D).

Security Agreement means a mortgage or other security device.

Substantive Violation means a breach of the Owner's obligations under Article II of this Agreement.

SECTION 1.3 Incorporation by Reference

The provisions of the Application, including the certifications and sources and uses and all representations made therein, and all correspondence related thereto, are hereby incorporated by reference into this Agreement, and the contents of the Application and the certifications contained therein shall constitute a material part of this Agreement and shall be deemed to have served as the inducement to the City to award the HOME Funds referred to herein and shall have the same effect as they would otherwise have had if fully set forth herein.

SECTION 1.4 Supplemental Provisions

The City and the Owner may include in this Agreement provisions (such as a description of any compliance with other federal requirements at 24 CFR Part 92, Subpart H) in addition to those stated herein in Articles I, II, III and IV, provided that such supplemental provisions are not in conflict with HOME Program requirements. Such supplemental provisions shall be included as Attachment G of this Agreement.

SECTION 1.5 Schedule of Attachments

The following attachments are appended to this Agreement and are hereto incorporated by reference:

Attachment A. Property Legal Description
Attachment B. Tenant Eligibility
Attachment C. Affirmative Fair Housing Marketing Plan
Attachment D. HOME Covenants
Attachment E. Rental Housing Completion Report
Attachment F. Landlord – Tenant Lease Provisions

ARTICLE II

PROJECT DEVELOPMENT AND MANAGEMENT

SECTION 2.1 General Provisions

(A) The Owner's obligations shall be enforced through, among other things, this Agreement and the HOME Covenants set forth in Attachment D as covenants running with the land. The covenants shall be in effect for at least the Project Term and shall be binding upon the Owner and its successors, assigns, heirs, grantees or lessees to the land or the Project for the Project Term, unless earlier terminated in accordance with the provisions set forth in the HOME Covenants as Attachment D of this Agreement.

(B) The Owner shall execute a Secured Promissory Note and Mortgage which shall secure the Owner's compliance with its obligations under this Agreement, the Sponsor or Owner's compliance with the Loan Agreement, and the HOME Program Regulations (the "Security Instruments"). The terms of the Security Instruments shall be set by the City, and at a minimum the Security Instruments shall evidence that the HOME Funds may become a debt which must be repaid in the event of Substantive Violations of this Agreement or any other contract, security instrument or such other document incorporated herein by reference or attached hereto. All of the terms, conditions, and provisions of the Security Instruments are, by reference thereto, incorporated herein as part of this Agreement.

(C) The Owner's performance will be monitored by the City which, if necessary, will take legal action, as appropriate, to enforce the HOME Covenants and compliance with the Owner's responsibilities under this Agreement.

(D) Any duly authorized representative of the City shall, at all reasonable times and with twenty-four (24) hours' advance written notice, be granted access by the Owner to any portion of the Project.

(E) Within 30 days of the execution of this Agreement or within 60 days of requesting the final disbursement of HOME Funds, whichever is later, the Owner shall complete and submit to the City the Rental Housing Completion Report attached as Attachment E to this Agreement.

(F) Consistent with Executive Orders 11625, 12432 and 12138, the Owner has prepared, and shall implement and maintain a minority and women-owned business development plan which contains specific measurable goals and an affirmative strategy to promote awareness and participation by such businesses in the contracting and procurement activities generated by the Project.

(G) The Owner shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination

Act of 1975 (42 U.S.C. 6101-07); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

SECTION 2.2 Development Phase

(A) The Owner shall carry out its obligations in accordance with HOME Program regulations and the Subrecipient Agreement.

(B) Development of the Project shall commence at the time specified in Section 1.1(I) of this Agreement and shall be completed by the time specified in Section 1.1(J) of this Agreement.

(C) The Project shall be developed in accordance with the Housing Quality Standards and applicable State and local building codes, rehabilitation standards, ordinances and zoning ordinances or, in the absence of these codes, with the Southern Building Code.

(D) No activity having potential environmental effects shall be undertaken until the City has completed an environmental assessment of the Project in accordance with 24 CFR Part 58.

SECTION 2.3 Management Phase

(A) During the Project Term, units in the Project shall not be converted to condominium ownership or to a form of cooperative ownership that is not eligible to receive HOME Funds for rental projects.

(B) During the Project Term, the Owner shall not discriminate against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any Federal, State, or local housing assistance program or, except for an elderly housing project or units specifically identified in Section 1.1 of this Agreement as designated for the elderly, on the basis that they have a minor child or children who will be living with them.

(C) The number of HOME-assisted units by bedroom distribution specified in Section 1.1 of this Agreement shall be occupied or available, through the Owner's best efforts, for occupancy by households whose incomes do not exceed the percentage limitations specified in Section 1.1 during the Project Term.

(D) Low Income Units shall be leased only to tenants at or below 60% AMI at the time of initial occupancy.

(E) Rents and tenant income shall be determined in accordance with HUD regulations at 24 CFR Part 92, Subpart F.

(F) In the event that reexamination of household income indicates that the tenant no

longer qualifies as a lower income household, the Owner shall take appropriate action in accordance with HUD regulations at 24 CFR Part 92.252(c), Subpart F.

(G) The Owner has established a Rent Schedule, which has been approved by the City to assure that the type and number of HOME-assisted units specified in Section 1.1 of this Agreement are occupied or available for occupancy by low income households during the Project Term. The Rent Schedule may be revised upon request by Owner provided that: (1) the City shall review and approve any schedule or rents proposed by the Owner for low income units; (2) the City and the Owner acknowledge that any rent schedule, which shall include utility allowances, if utilities are tenant paid, submitted by the Owner (within the permissible maximum allowed by the HOME Regulations) will be deemed approved unless the City informs the Owner within 60 days after receiving the schedule and that it is disapproved if the schedule is not consistent with HOME Regulations; and (3) the initial monthly allowance for utilities and services to be paid by low income households shall be as part of the Rent Schedule, with subsequent calculations of this allowance approved by the City in connection with its review and approval of rent schedules.

(H) Procedures to be followed by the Owner to determine tenant eligibility and actions to be taken in the event a tenant is determined to be over income have been established and are included in this Agreement as Attachment B.

(I) Marketing shall be done in accordance with the Affirmative Fair Housing Marketing Plan, Form HUD-935.2, and all fair housing and equal opportunity requirements. The Affirmative Fair Housing Marketing Plan is included in this Agreement as Attachment C. Local residency preferences will be allowed to the extent that they are not inconsistent with affirmative fair housing marketing objectives and the Owner's Affirmative Fair Housing Marketing Plan. With respect to any residency preference, persons expected to reside in the community as a result of current or planned employment will be treated as residents.

(J) The Project shall be maintained in accordance with the Housing Quality Standards and applicable State and local building codes, rehabilitation standards, ordinances and zoning ordinance or, in the absence of the codes, the Southern Building Code.

(K) All management and maintenance functions shall be performed in compliance with applicable equal opportunity requirements, as specified in Section 2.1(F) and (G) of this Agreement.

(L) The City and the Owner agree that nothing contained in this Agreement shall preclude enforcement by the Federal Government of the Act, civil rights statutes, or other provisions of law that apply to the HOME Program.

(M) Upon completion of the Project and resolution of any findings of the final audit, the Owner shall submit to the City a written certification, in the format prescribed by the City, executed by an authorized representative of the Owner, stating that all development-related activities required to be completed by the Owner will be completed as prescribed, and specifying the date of completion and the actual cost

to the Owner of labor, materials and necessary services for the construction of physical improvements for the Project.

(N) The Owner shall keep and maintain books, accounts, reports, files, records and other documents relating to the receipt and disbursement of HOME Funds. Any duly authorized representative of the City, at all reasonable times and with twenty-four (24) hours' advance written notice, shall have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Owner, until completion of all close-out procedures respecting this award of HOME Funds and the final settlement and conclusion of all HOME Program issues.

ARTICLE III

THIRD PARTY CONTRACTS

SECTION 3.1 Labor Standards

If required by 24 CFR §92.354, all laborers and mechanics (except laborers and mechanics employed by a State and local government acting as the principal contractor on the Project) employed in the development of a Project assisted under the HOME Program shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a-5, inclusive, and contracts involving their employment shall be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, inclusive. The Owner shall comply with regulations issued under said Act and with other Federal laws and regulations pertaining to labor standards.

SECTION 3.2 Assurance of Governmental Approvals

(A) The Owner warrants that it has obtained, or has reasonable assurance that it will obtain all Federal, State, and local governmental approvals and reviews required by law to be obtained by the Owner for the Project. Any such approvals which have not been obtained shall be specified in Attachment F of this Agreement.

(B) The Owner warrants that it has not and shall not take any action which might have an adverse environmental effect, would limit the choices among competing environmental alternatives or might alter environmental premises on which the City's environmental findings were based.

SECTION 3.3 Completion of the Project

If the construction of the Project has not yet been completed, the Owner acknowledges that the City, in selecting the Owner or Sponsor for the award of HOME Funds relied in material part upon the assured completion of the Project and that the Owner assures the City that activities to be completed by the Owner shall be completed as prescribed in the Subrecipient Agreement.

SECTION 3.4 Maintaining Records, Right to Inspect and Copy

(A) The Owner shall keep and maintain books, accounts, reports, files, records and other documents relating to the receipt and disbursement of HOME Funds; and

(B) Any duly authorized representative of the City, at all reasonable times, shall have access to and the right to inspect, copy, audit, and examine all such books, records and other documents of the Owner, until the completion of all close-out procedures respecting this award of HOME Funds and the final settlement and conclusion of all HOME Program issues.

SECTION 3.5 No Assignment or Succession

The Owner acknowledges that a transfer of HOME Funds by the City to the Owner shall not be or be deemed to be an assignment of HOME Funds.

SECTION 3.6 Approval of Amendments

This Agreement shall not be amended in any material respect after its approval and acceptance, without the prior written approval of the City. "Material" shall be defined as anything, in the control of any Participating Party, which cancels or reduces any developmental or financial obligation of any Participating Party by more than ten (10) percent, changes the sites or character of any development activity, or increases any time for performance by a party by more than thirty (30) days.

SECTION 3.7 Disclaimer of Relationships

Nothing contained in this Agreement or in the contract between the parties, nor any act of the City or any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the City.

SECTION 3.8 Conflict of Interest

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of New Orleans, State recipient, or subrecipient which are receiving HOME Funds and (i) who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

SECTION 3.9 Scope of Article III Provisions

The City and the Owner shall include each of the provisions of this Article in their contracts

both with Participating Parties and with other persons, firms, corporations, or public or private entities, including contractors and subcontractors that have agreed to provide financial or other resources to carry out the Project.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Successors Bound

All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties.

SECTION 4.2 Remedies Not Impaired

No delay or omission by the City in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or Substantive Violation.

SECTION 4.3 Severability

The invalidity of any article, section, subsection, clause or provision of this Agreement, including its exhibits, shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

SECTION 4.4 Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Owner with respect to the matters contained herein and supersedes all prior oral and written Agreements and all subsequent oral Agreements between the Owner and City with respect to such matters.

SECTION 4.5 Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

SECTION 4.6 Table of Contents, Titles and Headings

Any table of contents, the title of any Articles, and headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

SECTION 4.7 Rules of Interpretation

(A) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Louisiana.

(B) The words "herein" and "hereof" and words of similar import, without reference

to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(C) Any amendment to this Agreement executed in accordance with Section 3.6 of this Agreement shall have the same force and effect upon the Owner and the City as does this Agreement.

SECTION 4.8. Consideration

The City has allocated HOME Funds to the Project, all for the purpose, among others, of inducing the Owner to construct or acquire, renovate, equip and operate the Project. In consideration of the HOME Funds awarded by the City, the Owner has entered into this Agreement and has agreed to restrict the uses to which the Project can be put for the Project Term.

SECTION 4.9 Reliance.

The Owner hereby recognizes and agrees that the representations and covenants set forth herein by the Owner may be relied upon by all persons interested in the Project under the Act. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and low income tenants, and upon audits, provided by others, of the books and records of the Owner pertaining to occupancy of the Project. In addition, the City may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the City hereunder in good faith and in conformity with such opinion.

SECTION 4.10 Sale or Transfer of the Project.

The Owner hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof without obtaining the prior written consent of the City, except as otherwise contemplated in that certain First Amended and Restated Operating Agreement of the Owner dated on or about the date hereof, which consent shall be not be unreasonably withheld and shall be conditioned solely upon receipt by the City of (i) evidence reasonably satisfactory to the City that the Owner's purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with, the Owner's duties and obligations under this Agreement and (ii) an opinion of counsel of the transferee that the transferee has duly assumed the obligations of the Owner under this Agreement and that such obligations and this Agreement are binding on the transferee. It is hereby expressly stipulated and agreed that any sale, transfer, or other disposition of the Project in violation of this Section 4.10 shall be null, void, and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Agreement, provided, however, that nothing contained herein shall prohibit a Permitted Transfer as defined in the Mortgage.

SECTION 4.11 Period of Affordability.

The total Period of Affordability is 45 years. This Agreement shall become effective as of the date of execution recited above. This Agreement shall remain in full force and effect for a term and period equal to the Project Term.

SECTION 4.12 Covenants to Run with the Land.

The Owner hereby subjects the Project (including the Project Site) to the covenants, reservations and restrictions set forth in this Agreement. The City and the Owner hereby declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the Owners' successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage or other instrument hereafter executed affecting or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 4.13 Burden and Benefit.

The Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. The Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by low income tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the HOME Fund allocation was made by the City.

SECTION 4.14 Uniformity; Common Plan.

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project Site.

SECTION 4.15 Enforcement.

If the Owner defaults in the performance or observation of any covenant, agreement, or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the City to the Owner and the Investor, then the City, acting on the Owner's behalf or on behalf of the City, shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take any one or more of the following steps:

(a) By mandamus or other suit, action or proceeding at law, including injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder;

(b) Have access to and inspect, examine, and make copies of all the books and records of the Owner pertaining to the Project; or

(c) Take any such other action(s) at law as may appear necessary or desirable to enforce the obligations, covenants, and agreements of the Owner hereunder,

including but not limited to foreclosure, and/or recoup the funds provided by the City discussed in the aforementioned Grant Agreement

All fees, costs, and expenses of the City incurred in taking any action pursuant to this Section 4.15 shall be the sole responsibility of the Owner, and the Owner, as security for the payment of any such fees, costs and expenses, hereby grants, loans, bargains, sells and conveys to the City, a lien on the Project.

Notwithstanding anything to the contrary herein, City shall accept any cure by Investor as if such cure has been performed by Borrower, provided, however that Investor shall have no obligation to cure. City agrees that the removal and/or replacement of the managing member of Borrower shall constitute a cure of a non-curable Event of Default.

SECTION 4.16 Recording and Filing.

The Owner shall cause this Agreement, all amendments and supplements hereto and thereto, to be recorded and filed in the Orleans Parish Land Records office (or similarly named mortgage and conveyance offices) and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

SECTION 4.17 Governing Law.

This Agreement shall be governed by the laws of the State of Louisiana and such Federal laws and regulations as may be applicable to the enforcement of this Agreement under the Act and HOME Regulations, including the enforcement of this Agreement by tenants and/or former or prospective tenants of the Project.

SECTION 4.18 Non-Solicitation Statement

The Owner acknowledges and agrees that he/she has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the Subrecipient Agreement that funded the subject rental activity. The Owner has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the subject contract.

SECTION 4.19 Audits and Other Oversight

The Owner understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

SECTION 4.20 Convicted Felon Statement

The Owner swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No principal, member, or officer has, within the preceding five years, been

convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

[END OF DOCUMENT – SIGNATURES PAGE FOLLOW]

WHEREAS, this HOME Affordable Rental Housing Program Regulatory Agreement has been executed and is effective as of the Effective Date:

STATE OF _____

COUNTY/PARISH OF _____

On the ___ day of _____, 2025, Terri B. North and Carmen Chubb, Authorized Representatives for and on behalf of BW Cooper Senior Manager, L.L.C., a Louisiana limited liability company, the managing member of BW Cooper Senior L.L.C., a Louisiana limited liability company, hereunto subscribes their names, together with the said competent witnesses, and me, said Notary.

BW COOPER SENIOR, L.L.C.,
a Louisiana limited liability company

By: BW Cooper Senior Manager, L.L.C.
Its: Managing Member

By: _____
Name: Carmen Chubb
Its: Authorized Representative

By: _____
Name: Terri B. North
Its: Authorized Representative

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

_____

NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS

_____

BY: LATOYA CANTRELL, MAYOR

WITNESSES:

1. _____

Print Name:_____

2. _____

Print Name:_____

_____
NOTARY PUBLIC

Executed on the ___ day of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department
By:
Printed Name: _____

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS, CITY COUNCIL

By: _____
CITY COUNCIL PRESIDENT

WITNESSES:

By: _____

Print Name:_____

WITNESSES:

By: _____

Print Name:_____

_____
NOTARY PUBLIC

TABLE OF ATTACHMENTS

Attachment A	**Legal Property Description**
Attachment B	**Tenant Eligibility**
Attachment C	**Affirmative Fair Housing Marketing Plan**
Attachment D	**HOME Covenants**
Attachment E	**Project Completion Report**
Attachment F	**Landlord – Tenant Lease Provisions**

ATTACHMENT A

LEGAL PROPERTY DESCRIPTION (PROJECT SITE)

SQUARE 536, LOT 1-A

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 1-A AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, MEASURE THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY LINE ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 306 FEET 9 INCHES AND 5 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 75 FEET 8 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A NORTHWESTERLY DIRECTION ON AN INTERIOR ANGLE OF 238˚14'43" A DISTANCE OF 124 FEET 9 INCHES AND 3 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 121˚43'30" A DISTANCE OF 160 FEET 11 INCHES AND 6 LINES TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01'47" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET; MEASURE THENCE ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 302 FEET 4 INCHES AND 0 LINES TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, THE POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

SQUARE 536, LOT 2

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 2 AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF EARHART BOULEVARD AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, MEASURE THENCE IN A SOUTHERLY DIRECTION ALONG SAID WESTERLY LINE A DISTANCE OF 269 FEET 1 INCH AND 6 LINES TO A POINT, THE POINT OF BEGINNING.

MEASURE THENCE FROM THE POINT OF BEGINNING ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A WESTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF

89˚58’36” A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01’24” A DISTANCE OF 412 FEET 9 INCHES AND 5 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, THE POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

ATTACHMENT B

TENANT ELIGIBILITY

The Owner hereby represents, warrants and covenants as follows:

(a) The dwelling units in the Project will be leased or rented, or available for lease or rental, to Low Income Tenants on a continuous basis. A tenant's status as a Low Income Tenant will be determined as of the date of such tenant's initial occupancy of a dwelling unit in the Project and will be redetermined annually on the basis of the current income of the resident.

(b) The Owner will obtain and maintain on file income certifications from each Low Income Tenant, dated immediately prior to the initial occupancy of such Low Income Tenant in the Project and thereafter on an annual basis, and containing such information as may be required by the Act and the HOME Regulations, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, HOME Regulations or other official statements now or hereafter promulgated, proposed or made by HUD, and a copy of each such certificate will be filed with the City.

(c) The Owner will maintain complete and accurate records pertaining to dwelling units leased or rented to Low Income Tenants and will permit any duly authorized representative of the City and HUD to inspect, during normal business hours, the books and records of the Owner pertaining to the incomes of Low Income Tenants residing in the Project.

(d) For purposes of satisfying the requirement that the residential units be occupied by Low Income Tenants, no Low Income Tenant shall be denied continued occupancy because, after admission, the Low Income Tenant's family income exceeds the applicable qualifying income level set forth in the definition of "Low Income Tenant"; provided that tenants who no longer qualify as Low Income Tenants pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted monthly income as re certified annually. The preceding sentence shall not apply with respect to HOME Funds made available for units that have been allocated low-income housing tax credits by the Louisiana Housing Finance Agency, pursuant to Section 42 of the Internal Revenue Code of 1986, 26 U. S. C. 42. If, as of the most recent annual Certification of Tenant Eligibility, it is determined that the adjusted income of a person or family occupying a Qualified Unit exceeds the then-current maximum allowable adjusted income for persons of Low Income and subsequent to such determination the next available vacant unit in the Project is rented to persons or families qualified as persons or families of Low Income, then the Project shall be deemed in compliance with the requirements of 24 CFR 92.252(a)(2) or (3).

(e) The Owner shall obtain from the Office of Community Development (OCD), such forms as it may require, to record, verify and document Tenant household and income characteristics, both for initial occupancy and for annual tenant income re-verification.

ATTACHMENT C

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

Statement of Policy

This Affirmative Marketing Plan will be used by the City of New Orleans in conjunction with the implementation of Programs funded under the HOME Investment Partnership Act. In furtherance of the City of New Orleans' commitment to non-discrimination and equal opportunity in housing, the City of New Orleans establishes procedures to affirmatively market residential housing units and rental assistance that are made available under programs created in accordance with the Federal Regulations which govern the HOME Investment Partnership Act. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1968, Executive Order 11063, and the City of New Orleans' local Fair Housing Act.

The City of New Orleans believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex and national origin.

The City of New Orleans is committed to the goals of affirmative marketing which will be implemented in HOME Investment Partnership Act Programs through a specific set of steps that the City and participating owners/developers must follow. These goals will be reached through the following procedures:

Informational Procedures

The City will utilize the following procedures for informing the general public, potential tenants and owners about Federal Fair Housing Laws and its Affirmative Marketing Policies and Procedures:

1. The City of New Orleans has an Office of Fair Housing which provides general information to the public and to housing and other groups about Fair Housing laws. This office will provide resources and assistance to participants in HOME funded projects.

2. The City requires the use of HUD's Equal Housing Opportunity logo in all press releases and on all informational brochures that are used to solicit applications from owners and posts Federal Fair Housing information in conspicuous areas of the office.

3. The City will distribute written Fair Housing information to participating developers, owners and tenants who are involved in or affected by HOME funded projects.

4. Copies of the City's Tenant Assistance Policy will be distributed to tenants in buildings scheduled for rehabilitation under a HOME funded program.

Owner's Requirements

Participating Owners are required to inform the general rental public about the availability of housing units rehabilitated under a HOME funded program as follows:

1. The City of New Orleans will require property owners/developers selected for participation in a HOME funded program to comply with affirmative marketing of vacant units by means of incorporating the affirmative marketing requirements, outlined herein in a written agreement, which must be signed by a participating owner/developer.

2. The agreement requires owners to maintain records of any units that become vacant throughout the duration of the affordability period associated with the property. The City will monitor the marketing of the vacated property to insure that it is done in compliance with the City's Affirmative Marketing Policies, as outlined herein.

3. The owner may also use commercial media and other community organizations to solicit tenants. If the general circulation print medium is used to advertise rental unit vacancies, at least one advertisement must also be placed in *The Louisiana Weekly*, which has a significant circulation in the minority community.

4. Copies of placed ads or other types of documentation outlining activities that increase general public awareness of the availability of rental housing units are to be forwarded to the Office of Community Development (OCD) within 30 days after such activities are undertaken. If violations of the City's Affirmative Marketing Policies are discovered, corrective actions will be required immediately.

5. The Fair Housing Equal Opportunity (FHEO) logo is to be used in all advertisements for solicitation of tenants.

6. The FHEO sign is to be posted conspicuously on properties during the rehabilitation phase of a HOME funded project and remain in place until all required rehabilitation is completed and for a periods of 30 days thereafter.

7. With reasonable notice, the owner will make his/her records regarding tenant solicitation and occupancy available for review by OCD, in accordance with U.S. Department of Housing and Urban Development monitoring procedures.

Special Outreach

Should special outreach be necessary, owners will be required to seek assistance from the City. The City will develop procedures for special outreach on a case by case basis.

Record Keeping

Participating developers and owners of properties being rehabilitated under a HOME funded project will be required to keep the following records:

1. Activities they undertake to inform the general public and activities they undertake for special outreach. This may include copies of newspaper advertisements, correspondence with the City, the Housing Authority of New Orleans or other organizations, such as churches and community organizations.

2. Maintain a listing of all tenants as to age, sex, race, family size, income, dates of occupancy and referral source.

3. The owner shall provide a written statement outlining his efforts taken to solicit tenants from targeted income groups.

This information shall be submitted to the City annually and will be used to assess the success of the Affirmative Marketing effort.

Assessment and Corrective Action

The City will maintain a record of all referrals, public hearings, announcements and solicitations. An annual assessment will be prepared using tenant information furnished by the owner and verified by the City and the results will be reported in the Annual Performance Report. The information developed will be used to determine the effectiveness of these procedures. Any deficiencies observed will be addressed with revised procedures or corrective measures specific to the deficiency.

All obligations and requirements of the aforementioned Affirmative Marketing Procedures will be included in a written document signed by owners/developers of properties under a HOME funded program. The written agreement will contain provisions sufficiently strong to bring about compliance with all requirements. The agreement will be for the affordability period required for the specific HOME funded project.

ATTACHMENT D

HOME COVENANTS

CERTIFICATE OF OWNER

The undersigned, duly authorized representative of the Owner, hereby certifies that the Other Federal Requirements enumerated as Exhibit A hereto have been reviewed and that the Owner has complied with or will comply with all said requirements by executing this certification. The Owner further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by HUD in transactions such as the Project.

BW COOPER SENIOR, L.L.C.,
a Louisiana limited liability company

By: BW Cooper Senior Manager, L.L.C.
Its: Managing Member

By: _____
Name: Carmen Chubb
Its: Authorized Representative

By: _____
Name: Terri B. North
Its: Authorized Representative

OTHER FEDERAL REQUIREMENTS

A. Equal Opportunity and Fair Housing

(a) *Equal Opportunity* . No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, the Project must be operated and managed in accordance with the following:

(1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 2980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

(3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp. p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;

(4) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed

toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

(5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Owner must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The Owner must prescribe procedures acceptable to the City to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the Owner with such persons or entities, public and private, in order to facilitate the activities of the Owner to provide affordable housing authorized under the Housing Act or any other federal housing law applicable to such jurisdiction.

(b) *Fair housing* . In accordance with the certification made with its housing strategy, the Owner must affirmatively further fair housing.

B. Affirmative Marketing

(a) The Owner must adopt affirmative marketing procedures and requirements for HOME-assisted housing containing 5 or more housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA). The Owner must annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

(b) The affirmative marketing requirements and procedures adopted must include:

(1) Methods for informing the public and potential tenants about federal fair housing laws and the Owner's affirmative marketing policy (e.g., the use of the Equal Housing

Opportunity logotype or slogan in press releases and solicitations, and written communication to fair housing and other groups);

(2) Requirements and practices each owner must adhere to in order to carry out the Owner's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(3) Procedures to be used by the Owner to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(4) Records that will be kept describing actions taken by the Owner to affirmatively market units and records to assess the results of these actions; and

(5) A description of how the Owner will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

C. Displacement, Relocation, and Acquisition

(a) *Minimizing displacement* . The Owner must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME Funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the Project.

(b) *Temporary relocation* . The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the Project. Such tenants must be provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the Project; and

(iv) The provisions of paragraph (b)(1) of this section.

(c) *Relocation assistance for displaced persons* .

(1) *General* . A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601-19) and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

(2) *Displaced Person* .

(i) For purposes of paragraph (c) of this section, the term *displaced person* means a person (family, individual, business, nonprofit organization, or farm, including

any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the Owner to move permanently from the property, if the move occurs on or after:

(1) The date of submission of an application to the City or HUD, if the applicant has site control and the application is later approved; or

(2) The date the City approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the City or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the Project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the Project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of

(i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or

(ii) The total tenant payment, as determined under 24 CFR 813.107, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or

(2) The tenant is required to relocate temporarily, does not return to the building/complex, and either

(i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or

(ii) Other conditions of the temporary relocation are not reasonable; or

(3) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a *displaced person* if:

(A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, state or local law, or other good cause, and the Owner determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.

(B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the Project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that

the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the Project;

(C) The person is ineligible under 49 CFR 24.2(g)(2); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iii) The City may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) *Initiation of negotiations*. For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term *initiation of negotiations* means the execution of the agreement covering the acquisition, rehabilitation or demolition.

(d) *Optional relocation assistance* . The Owner may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME Funds where the displacement is not subject to paragraph (c) of this section. The Owner may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by state or local law, the Owner must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) *Block Grant funds* . If Community Development Block Grant funds are used to pay part of the cost of a HOME project other than the general planning and administrative costs eligible under 24 CFR 570.205 and 570.206, or optional relocation costs eligible under 24 CFR 570.201(i)(2), the project is subject to the requirements of the Housing and Community Development Act of 1974. (This includes the section 104(d) requirements to provide relocation assistance and replace low/moderate income housing as described at 24 CFR

570.606(c) (Entitlement Program and HUD-Administered Small Cities Program) and 24 CFR 570.496a(c) (State CDBG Program).)

(f) *Real property acquisition requirements* . The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

(g) *Appeals* . A person who disagrees with the Owner's or City's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the City. A low-income person who is dissatisfied with the City's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(h) *Responsibility of Owner*.

(1) The Owner must certify that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the Owner to comply.

(2) The cost of required relocation assistance is an Eligible Project Cost. This cost also may be paid from state or local funds, or funds available from other sources.

D. Labor

(a) *General* . Any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units assisted with funds made available under this part must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-5), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). Owners, contractors, subcontractors, and other participants must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing

and Community Development Programs), as applicable. The Owner certifies or will certify to compliance with the provisions of this section before making any payment under such contract.

(b) *Volunteers* . The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

(c) *Sweat equity* . The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

E. Lead-based paint

Housing assisted with HOME Funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et. seq.) and is, therefore, subject to 24 CFR part 35. Unless otherwise provided, the Owners is responsible for testing and abatement activities.

F. Conflict of interest

(a) *Applicability* .

(1) In the procurement of property and services by the Owner, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110 for grants funded before December 26, 2014 or 2 CFR 200 for grants funded on December 26, 2014, respectively, apply.

(2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110 or 2 CFR 200, the provisions of this section apply. These cases include the acquisition and disposition of real property and the provision of assistance by the Owner, by subrecipients, or to

individuals, housing developers, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).[1]

[1] See §92.505 concerning the applicability of OMB Circulars.

(b) *Conflicts prohibited*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered* . The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or subrecipient which are receiving HOME Funds.

(d) *Exceptions: Threshold requirements* . Upon the written request of the City, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the City's program or project. An exception may be considered only after the City has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the City's attorney that the interest for which the exception is sought would not violate state or local law.

(e) *Factors to be considered for exceptions* . In determining whether to grant a requested exception after the City has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific affected activity in question.

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the Owner or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

G. Flood insurance

(a) Under the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), HOME Funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and

(2) Flood insurance is obtained as a condition of approval of the commitment.

(b) The Owner of a Project located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

ATTACHMENT E

PROJECT COMPLETION REPORT

The Owner shall use Rental Housing Project Completion Report, form HUD-40097, or other similar such form, as may be substituted by the City, with proper notice to the Owner. Form HUD-40097 may be obtained by request from the City or through the internet from http://portal.hud.gov/hudportal/documents/huddoc?id=40097.pdf

The Project Completion Report (PCR) shall be submitted to the City not later than 60 days after receipt of all payments due the Owner under the Subrecipient Agreement. In the event that all HOME-assisted units are not leased by the PCR due date, the Owner shall continue to report tenant characteristics to the City until all such units are initially rented to HOME-eligible tenants.

ATTACHMENT F

To the Regulatory Agreement

By and Between

City of New Orleans

And

BW Cooper Senior, L.L.C.

LANDLORD - TENANT LEASE PROVISIONS

- Required Provisions. The following provisions must be included in all residential leases (or as an addendum) for rental units that are funded in any part with HOME or City dollars.

- Termination of Periodic Tenancy.

(a) A periodic tenancy continues until the landlord or tenant gives the other the notice under subsection (b).

(b) Except as otherwise provided, either the landlord or tenant may terminate a periodic tenancy:

(1) for week to week, by giving the other at least five days' notice in a record of the party's intent to terminate the tenancy on a specified date; and

(2) for month to month, by giving the other at least one month's notice in a record of the party's intent to terminate the tenancy at the end of the monthly period.

- Just Cause Eviction Protections.

The landlord cannot elect to terminate or not renew a lease with the tenant unless there is good cause. *Good cause* is defined as a "serious or repeated violation of the lease," or

"material noncompliance with the lease."

- Retaliation prohibited.

(a) The landlord may not engage in conduct described in subsection (b) if landlord's purpose is to retaliate against a tenant that:

(1) complained to a governmental agency responsible for enforcement of a building, housing, fire, or health code or other law, alleging a violation applicable to the premises materially affecting the health or safety of the tenant or immediate family member;

(2) complained to a governmental agency responsible for enforcement of laws prohibiting discrimination in rental housing;

(3) complained to the landlord of noncompliance with the lease;

(4) organized or became a member of a tenant's union or similar organization;

(5) exercised or attempted to exercise a right or remedy under the lease; or

(6) pursued an action or administrative remedy against the landlord or testified against the landlord in court or an administrative proceeding.

(b) Conduct that may be retaliatory under subsection (a) includes doing or threatening to do any of the following:

(1) increasing the rent or fees;

(2) decreasing services, increasing the tenant's obligations, imposing different rules on, or selectively enforcing the landlord's rules against, the tenant or immediate family member, or otherwise materially altering the terms of the lease;

(3) bringing an action for possession on a ground other than nonpayment of rent;

(4) refusing to renew a tenancy for a fixed term under a lease containing a renewal option that is exercisable by the tenant without negotiation with the landlord, for any

period after the lease would otherwise terminate;

(5) terminating a periodic tenancy; or

(6) committing a criminal act against the tenant, immediate family member, or guest.

(c) The landlord is not liable for retaliation under subsection (a) if:

(1) the violation of which the tenant complained under subsection (a)(1) or (2) was caused primarily by the tenant, immediate family member, or guest;

(2) the tenant's conduct described in subsection (a) was in an unreasonable manner or at an unreasonable time or was repeated in a manner harassing the landlord;

(3) the tenant was in default in the payment of rent at the time notice of the action described in subsection (b)(3) was sent;

(4) the tenant, immediate family member, or guest engaged in conduct that threatened the health or safety of another tenant on the premises;

(5) the tenant, immediate family member, or guest engaged in a criminal act;

(6) the landlord is seeking to recover possession based on a notice to terminate the lease and the notice was given to the tenant before the tenant engaged in conduct described in subsection (a); or

(7) the landlord is complying or complied with a building, housing, fire, or health code or other law by making a required repair, alteration, remodeling, or demolition that effectively deprives the tenant of the use and enjoyment of the premises.

- Tenant Failure to Pay Rent or Other Noncompliance with Lease and Right to Cure.

(a) Except as otherwise provided by law and subject to subsection (b):

(1) The landlord may terminate a lease for nonpayment of rent when the rent is unpaid when due by giving the tenant notice in a record stating that if the rent remains unpaid

14 days after the notice is given, the lease will terminate on expiration of the 14-day period or a later specified date; or

(2) If there is a material noncompliance with a lease by the tenant, other than nonpayment of rent, the landlord may give the tenant notice in a record specifying the act or omission constituting the noncompliance and stating that if the noncompliance is not remedied not later than 14 days after the landlord gives the notice, the lease will terminate on a specified date which must be at least 30 days after the landlord gives the notice.

(b) A landlord may terminate the lease without giving the tenant an opportunity to remedy a noncompliance by giving the tenant the notice described in subsection (c) if:

(1) the tenant failed to pay rent in a timely manner on at least [two] occasions within the four-month period preceding the notice to terminate the lease;

(2) the tenant committed substantially the same act or omission for which notice under subsection (a)(2) was given within six months preceding the latest noncompliance;

(3) the noncompliance by the tenant, immediate family member, or guest poses an actual and imminent threat to the health or safety of any individual on the premises or the landlord or landlord's agent; or

(4) subject to subsection (d), the tenant, immediate family member, or guest has committed a criminal act.

(c) Notice in a record terminating a lease under subsection (b) must specify the reason for the termination and state that:

(1) for a termination under subsection (b)(1) or (2), the lease will terminate on a specified date, which must be at least 14 days after the landlord gave the notice; or

(2) for a termination under subsection (b)(3) or (4), the lease will terminate immediately or on a later specified date.

(d) The landlord may not terminate a lease under subsection (b)(4) if the criminal act was the act of an immediate family member or guest, and the tenant: (1) neither knew nor should

have known the act was going to be committed; and (2) took reasonable steps to ensure that there will not be a repeated criminal act on the premises by the immediate family member or guest.

- **The following is expressly prohibited from appearing in any form in all residential leases (or as an addendum) for units that are partially funded with CDBG dollars.**

- Waiver of Five-day Notice. The lease may not require or permit the tenant to waive the tenant's right to five-days notice before the landlord files for eviction.

- **Safe and Fair Criminal Background Proceedings in the Application Process.**

- In its tenant application process, the Landlord agrees that:

  - Arrests, juvenile records, or any expunged, vacated, or sealed convictions will be excluded from consideration.

    b. It will make its screening policy available publicly and provide a copy of any completed background check report available to the applicant.

    c. It will only consider felony and misdemeanor sex offense convictions that have taken place within the past five years, calculated from the date of arrest.

    d. It will perform an individualized assessment that involves the consideration of mitigating circumstances.

[End of the Agreement.]

CITY OF NEW ORLEANS
GO BOND FUNDS PROGRAM
LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS
AND SECURITY AGREEMENT

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LEASEHOLD MORTGAGE, PLEDGE OF LEASES AND RENTS AND SECURITY AGREEMENT

BE IT KNOWN on this ____ day of _____, 2025, before me the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared Carmen Chubb and Terri B. North, authorized representatives of BW Cooper Senior Manager, L.L.C., a Louisiana limited liability company and the Managing Member of BW Cooper Senior, L.L.C., a Louisiana limited liability company, whose address is 2117 Ursulines Avenue, New Orleans, Louisiana 70116, Taxpayer Identification No. XX-XXX, 4427("**Borrower**"), who by me duly sworn did declare and acknowledge that Borrower is indebted in favor of **CITY OF NEW ORLEANS** (the "**City**") whose permanent mailing address is 1300 Perdido Street, New Orleans, LA 70112 (together with its successors and assigns and any subsequent holders, collectively the "**Lender**"), under Borrower's GO Bond Funds 1 and 2 Program Promissory Note, dated the date of this Mortgage, in principal amount of **Four Million Sixty-Five Thousand Dollars Even** (**$4,065,000.00**) which note is payable to the order of the above-named Lender, and has a stated maturity date of 45 years from completion (also known as the period of affordability) (the "**Note**"), and, together with and as a part of the Indebtedness, is secured by this Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the "**Mortgage**").

TO SECURE TO LENDER the repayment of the Indebtedness (including the payment of reasonable attorneys' fees), and all renewals, extensions, modifications and refinancings of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower hereby mortgages, hypothecates and assigns to Lender the Mortgaged Property, including the Land located in the Parish of Orleans, State of Louisiana and described in **Exhibit A – Property Description** attached to this Mortgage. The maximum amount of the Indebtedness outstanding at any time and from time to time that is secured by this Mortgage shall be limited to an amount equal to the original principal balance of the Note multiplied by eight, inclusive of principal, interest, late charges, default interest, prepayment premiums, additional advances pursuant to this Mortgage, costs, expenses and attorneys' fees.

Borrower represents and warrants that Borrower is the full leasehold owner and lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, loan, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except for the mortgage liens securing the Senior Loan (as defined in the Loan Agreement) and those matters set forth on **Exhibit B – Permitted Encumbrances** attached hereto ("**Permitted Encumbrances**"). Borrower covenants that Borrower will warrant and defend generally the title to, and the ownership and possession of, the Mortgaged Property against all claims and demands, subject to any servitudes, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Mortgage and insuring Lender's interest in the Mortgaged Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. DEFINITIONS.

The following terms, when used in this Mortgage (including when used in the above recitals), shall have the following meanings:

(a) "**Borrower**" means all persons or entities identified as **"Borrower"** in the first paragraph of this Mortgage, together with their successors and assigns.

(b) "**Environmental Permit**" means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the Mortgaged Property.

(c) "**Event of Default**" means, subject to Section 21 (i), the occurrence of any event listed in Section 21.

(d) "**Fixtures**" means all property which is so attached to the Land or the Improvements as to constitute an integral or component part, or a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors;

cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

(e) "**Governmental Authority**" means any board, commission, department or body of any municipal, parish, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property.

(f) "**Guarantor**" means the natural person(s) or entity identified as such at the foot of this Mortgage, and any person or entity that becomes a Guarantor after the date of this Mortgage and that is identified as such in an amendment or supplement to this Mortgage.

(g) "**Hazardous Materials**" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Mortgaged Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

(h) "**Hazardous Materials Laws**" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, and their state analogs, and any other environmental laws or hazardous materials laws under the State of Louisiana.

(i) "**Impositions**" is defined in Section 7(a).

(j) "**Improvements**" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

(k) "**Indebtedness**" means the principal of, interest on, and all other amounts due at any time under the Loan Agreement, the Note, this Mortgage or any other Loan Document, including prepayment premiums, late charges, default interest, attorneys' fees, keeper fees, collection and foreclosure expenses, advances as provided in Section 11 to protect the security of this Mortgage, and any other sums that Lender may advance or incur with respect to the Mortgaged Property, or as otherwise provided in this Mortgage or any other Loan Document.

(l) **"Intercreditor Agreement"** means that certain Subordination and Standstill Agreement dated on even date herewith by and between Regions Bank, an Alabama banking corporation, the City, Louisiana Housing Corporation, and Borrower.

(m) "**Investor**" means collectively, RAH Investor 456 LLC, a Mississippi limited liability company, and its successors and assigns, and Sterling Corporate Services, LLC, a New York, limited liability company and its successors and assigns.

(n) "**Land**" means the immovable property described in **Exhibit A**. The immovable property is located in Orleans Parish, State of Louisiana.

(o) "**Leases**" means all present and future leases, subleases, licenses, concessions or grants or loans or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

(p) "**Loan Agreement**" means the Loan Agreement between Borrower and the City, dated as of the date of this Mortgage, as modified, amended, and supplemented in accordance with its terms.

(q) "**Lender**" means the entity identified as **"Lender"** in the first paragraph of this Mortgage and its successors and assigns, or any subsequent holder of the Note.

(r) "**Loan Documents**" means for the purposes of this Mortgage, the Note, this Mortgage, the Loan Agreement, and the CDBG Regulatory Agreement required by the Loan Agreement, as such documents may be amended from time to time.

(s) "**Loan Servicer**" means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Mortgage and any other Loan Document, and otherwise to service the loan evidenced by the Note for the benefit of Lender. Unless Borrower receives notice to the contrary, the Loan Servicer is the entity identified as **"Lender"** in the first paragraph of this Mortgage.

(t) "**Mortgaged Property**" means all of Borrower's present and future leasehold right, title and interest in and to all of the following:

(i) the Land;

(ii) the Improvements;

(iii) the Fixtures;

(iv) the Personalty;

(v) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, servitudes, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(vi) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement;

(vii) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(viii) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(ix) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(x) all Rents and Leases;

(xi) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Mortgage and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(xii) [reserved];

(xiii) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Mortgage is dated);

(xiv) all tenant security deposits which have not been forfeited by any tenant under any Lease;

(xv) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and

(u) "**Note**" means the Note described in the first paragraph of this Mortgage, including the Acknowledgment and Agreement of Guarantor to Personal Liability for Exceptions to Non-Recourse Liability (if any), and all schedules, riders, allonges and addenda, as such Note may be amended from time to time.

(v) **"Permitted Transfer"** has the meaning set forth in Section 20(b). A Permitted Transfer shall not require the consent of the Lender and shall not constitute an Event of Default hereunder or under the Loan Documents.

(w) "**Personalty**" means all equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible (corporeal) personal (movable) property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible (incorporeal) property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(x) "**Rents**" means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(y) **"Senior Lender**" Senior Lender shall have the meaning ascribed to same in the Intercreditor Agreement.

(z) **"Senior Loan**" Senior Loan shall have the meaning ascribed to same in the Intercreditor Agreement.

(aa) "S**enior Loan Documents**" means any and all documents executed by and between Borrower and Senior Lender in connection with the Senior Loan.

(bb) **"Senior Loan Mortgage**" Senior Loan Mortgage shall have the meaning ascribed to same in the Intercreditor Agreement.

(cc) "**Taxes**" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

(dd) "**Transfer**" means: (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law, and whether on a bond for deed basis or otherwise); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law, and whether on a bond for deed basis or otherwise); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. "Transfer" shall include the dispositions described in Section 15 below, but does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Mortgage, or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code, or (iii) a Permitted Transfer. For purposes of defining the term "Transfer," the term "partnership" shall mean a general partnership, a limited partnership or partnership in commendam, a joint venture and a registered limited liability partnership, and the term "partner" shall mean a general partner, a limited partner and a joint venturer.

(ee) "**Uniform Commercial Code"** or "**UCC"** means the Louisiana Commercial Laws, Louisiana Revised Statues Title 10, Sections 1-101, *et seq*.

2. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.

This Mortgage is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, "**UCC Collateral**"), and Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing

statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Except with respect to the Senior Loan and other loans contemplated by the Intercreditor Agreement, without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Mortgage or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Mortgage constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture.

3. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property," as that term is defined in Section 1(r). However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Mortgage create and perfect a security interest on Rents in favor of Lender, which security interest shall be effective as of the date of this Mortgage.

(b) After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to the Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Senior Loan, the Note and the other amounts then due and payable under the other Loan Documents and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Mortgage. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall, subject to the rights of the Senior Lender, without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, subject to the rights of the Senior Lender, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Borrower represents and warrants to Lender that except in connection with the Senior Loan, Borrower has not executed any prior assignment of Rents and that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any Mortgage (other than to such entities as may be stated in this paragraph) which would prevent Lender from exercising its rights under this Section 3, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to

Section 3(a), protecting the Mortgaged Property or the security of this Mortgage, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Mortgage, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Borrower shall surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Borrower and its representatives from the Mortgaged Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(e) If Lender enters the Mortgaged Property, Lender shall be liable to account only to Borrower and only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness as provided in Section 11.

(g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Mortgage shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Mortgage.

4. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property," as that term is defined in Section 1(r). However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Mortgage create and perfect a security interest on the Leases in favor of Lender, which security interest shall be effective as of the date of this Mortgage.

(b) Until Lender gives notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Mortgage), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence and during the continuance of an Event of Default beyond the applicable cure period, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) shall not at any time or in any event obligate Lender to take any action under this Mortgage or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property.

Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not: (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Mortgage by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section 4 at any time after the occurrence of and during the continuance of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase. If customary in the applicable market, residential Leases with terms of less than six months may be permitted with Lender's prior written consent.

(f) Borrower shall not lease any portion of the Mortgaged Property for non-residential use or otherwise with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Borrower shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this Mortgage) without the prior written consent of Lender. Borrower shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Mortgage (unless waived in writing by Lender); (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

(g) Borrower shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

(h) If required to give effect to Sections 3 and 4 of this Mortgage, the assignment of Leases and Rents granted in Sections 3 and 4 of this Mortgage shall constitute a pledge in accordance with Articles 3168 et seq. of the Louisiana Civil Code, La. R.S. 9:4401, et seq., and other applicable law and shall secure all Indebtedness including, without limitation, the Indebtedness and the Loan, now existing or hereafter arising up to the maximum amount secured by this Mortgage. Upon the occurrence of an Event of Default hereunder, then the pledge of Leases and Rents granted in this Mortgage shall automatically become absolute, and Lender, without in any way waiving such default, at its option, upon notice and without regard to the adequacy of the security for the Indebtedness or to whether it has exercised any of its other rights or remedies hereunder, shall have the right to directly collect and receive all Rents and any other proceeds and/or payments arising under or in any way accruing under the Leases assigned herein, as such amounts become due and payable and to apply the same to the Indebtedness as provided herein. Nothing herein shall be construed to limit the exercise of any remedies otherwise granted to Lender in this Mortgage. All rights and remedies of Louisiana Civil Code article 3141 et seq., as supplemented by La. R.S. 9:4401, et seq., shall inure to the benefit of the Lender.

5. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS.

Borrower shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe, and comply with all other provisions of the Note and the other Loan Documents.

6. NON-RECOURSE LANGUAGE.

Neither Borrower nor any officer, employee, member or partner of Borrower shall be personally liable for the payment of the indebtedness evidenced by this Note, the Mortgage, the Loan Agreement or any other loan documents, and any judgment or decree in any action brought to enforce the obligation of Borrower to pay the indebtedness will be enforceable against Borrower and the officers, employees or partners of

Borrower, if any, only to the extent of Borrower's interest in the Property and any improvements thereon or any other collateral pledged, encumbered, or otherwise covered by the loan documents. Any judgment or decree will not be subject to execution, or be a lien, on the assets of the Borrower and the partners in Borrower, if any, other than Borrower's interest in the Project and any other collateral pledged, encumbered, or otherwise covered by the loan documents.

7. TAXES, UTILITIES, INSURANCE; DEPOSITS FOR RESERVES AND OTHER CHARGES.

(a) Except as otherwise provided in the Senior Loan Documents and until the Indebtedness is paid in full, Borrower shall pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 18, and (3) Taxes. Failure to pay all such amounts as and when due shall be a default hereunder. The amounts under the preceding sentence are collectively referred to in this Mortgage as the "**Impositions**". Borrower shall provide Lender with evidence that all Impositions have been paid upon request.

(b) Borrower shall deposit in an account or accounts established for the purpose of replacement reserves as set forth in the Senior Loan Agreement. The amounts deposited under this subsection are collectively referred to in this Mortgage as "**Reserves**". Borrower shall provide Lender with the bank, account number and such other information as may be necessary to identify the account holding the Reserves, and shall provide the City with statements from such account within ten (10) days of receiving a request from the City for such statements. Borrower shall maintain records indicating how much of the monthly Reserves and how much of the aggregate Reserves held are held for the purpose of paying amounts for which the Reserves are being held.

(c) Reserves shall be held in an institution whose deposits or accounts are insured or guaranteed by a federal agency. Borrower hereby pledges and grants to Lender a subordinate security interest in the Reserves as additional security for all of Borrower's obligations under this Mortgage and the other Loan Documents.

(d) Reserves shall be used in accordance with the terms of the Loan Documents.

(e) If the Senior Loan is no longer in effect, no withdrawals from any account holding Reserves shall be made without the prior written approval of the City, or its designated representative, such approval not to be unreasonably withheld or delayed.

8. APPLICATION OF PAYMENTS.

If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Mortgage and the Note shall remain unchanged.

9. COMPLIANCE WITH LAWS.

Borrower shall comply with all applicable laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the Mortgaged Property (including the CDBG Regulatory Agreement), including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the Mortgaged Property, fair housing, zoning and land use, and Leases. Borrower also shall comply with all applicable laws that pertain to the maintenance and disposition of tenant security deposits. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 9. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged Property, or otherwise materially impair the lien created by this Mortgage or Lender's interest in the Mortgaged Property. Borrower represents and warrants to Lender that no portion of the Mortgaged Property has been or will be purchased with the proceeds of any illegal activity.

10. USE OF PROPERTY.

Unless required by applicable law, Borrower shall not (a) except for any change in use approved by Lender, allow changes in the use for which all or any part of the Mortgaged Property is intended to be used

when constructed in accordance with the plans and specifications for the Project (as defined in the Loan Agreement), (b) convert any individual dwelling units or common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the Mortgaged Property, or (d) establish any condominium or cooperative regime with respect to the Mortgaged Property.

11. PROTECTION OF LENDER'S SECURITY.

(a) If Borrower fails to perform any of its obligations under this Mortgage or any other Loan Document after written notice of the same, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Mortgage, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (1) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (3) procurement of the insurance required by Section 18, and (4) payment of amounts which Borrower has failed to pay under Sections 14 and 16.

(b) Any amounts disbursed by Lender under this Section 11, or under any other provision of this Mortgage that treats such disbursement as being made under this Section 11, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "**Default Rate**", as defined in the Note.

(c) Nothing in this Section 11 shall require Lender to incur any expense or take any action.

12. INSPECTION.

Lender, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time subject to the rights of tenants.

13. BOOKS AND RECORDS; FINANCIAL REPORTING.

(a) Borrower shall keep and maintain at all times at the Mortgaged Property or the management agent's offices, and upon Lender's request shall make available at the Mortgaged Property, complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the Mortgaged Property, and copies of all written contracts, Leases, and other Mortgages which affect the Mortgaged Property. The books, records, contracts, Leases and other Mortgages shall be subject to examination and inspection at any reasonable time by Lender.

(b) If an Event of Default has occurred and is continuing, Borrower shall deliver to the City upon written demand all books and records relating to the Project or its operation. If the City has not previously required Borrower to furnish a quarterly statement of income and expenses for the Project, the City may require Borrower to furnish such a statement within sixty (60) days after the end of each fiscal quarter of Borrower following such Event of Default. In such event, the City shall have the right to have an audit conducted pursuant to subsection (d) hereof.

(c) Borrower authorizes the City to obtain a credit report on Borrower at any time.

14. TAXES; OPERATING EXPENSES.

(a) Subject to the provisions of Section 14(c), Borrower shall pay, or cause to be paid, all Taxes when due and before the addition of any interest, fine, penalty or cost for nonpayment.

(b) Subject to the provisions of Section 14(c), Borrower shall pay the expenses of operating, managing, maintaining and repairing the Mortgaged Property (including insurance premiums, utilities, repairs and replacements) before the last date upon which each such payment may be made without any penalty or interest charge being added.

(c) Borrower, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any Imposition other than insurance premiums, if (1) Borrower notifies Lender of the commencement or expected commencement of such proceedings, (2) the Mortgaged Property is not in danger of being sold or forfeited, (3) Borrower deposits reserves sufficient to pay the contested Imposition, if requested by Lender, and (4) Borrower furnishes whatever additional security is required in the proceedings or is reasonably requested by Lender, which may include the delivery to Lender of the reserves established by Borrower to pay the contested Imposition.

(d) Borrower shall promptly deliver to Lender a copy of all notices of, and invoices for, Impositions, and if Borrower pays any Imposition directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

15. LIENS; ENCUMBRANCES.

Borrower acknowledges that, except to the extent provided in Section 20 and except for the mortgages securing the Senior Loan and the other loans contemplated Intercreditor Agreement, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien, privilege or encumbrance (a "**Lien**") on the Mortgaged Property (other than the lien of this Mortgage or the liens described in Section 3(c) above, or the Permitted Encumbrances) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Mortgage, is a "**Transfer**" which constitutes an Event of Default.

16. PRESERVATION, MANAGEMENT AND MAINTENANCE OF MORTGAGED PROPERTY.

(a) Borrower (1) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (2) shall not abandon the Mortgaged Property, (3) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, (4) shall keep the Mortgaged Property in good repair, reasonable wear and tear excepted, including the replacement of Personalty and Fixtures with items of equal or better function and quality, (5) shall provide for professional management of the Mortgaged Property by a residential rental property manager reasonably satisfactory to Lender under a contract approved by Lender in writing, and (6) shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, Lender's security or Lender's rights under this Mortgage. Except in connection with the initial development of the Mortgaged Property, Borrower shall not (and shall not permit any tenant or other person to) remove, demolish or alter the Mortgaged Property or any part of the Mortgaged Property except in connection with the replacement of tangible Personalty.

(b) If, in connection with the making of the loan evidenced by the Note or at any later date, Lender waives in writing the requirement of Section 16(a)(5) above that Borrower enter into a written contract for management of the Mortgaged Property and if, after the date of this Mortgage, Borrower intends to change the management of the Mortgaged Property, Lender shall have the right to approve such new property manager and the written contract for the management of the Mortgaged Property, which such approval shall not be unreasonably withheld or delayed, and require that Borrower and such new property manager enter into an Assignment of Management Agreement on a form approved by Lender. If required by Lender (whether before or after an Event of Default), Borrower will cause any Affiliate of Borrower to whom fees are payable for the management of the Mortgaged Property to enter into an agreement with Lender, in a form approved by Lender, providing for subordination of those fees and such other provisions as Lender may require. "**Affiliate**" means, with respect to any entity, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which has a Controlling Interest in, such entity (the term "**control**" **"controlled by"**, **"under common control with"**, or **"controlling interest**" means (i) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a company (or other entity) and includes the definition of "control" in 24 CFR 401.310(a)(2); or (ii) the power to vote, directly or indirectly, 25 percent or more of any class of the voting stock of a company; or (iii) the ability to direct in any manner the election of a majority of a company's (or other entity's) directors, trustees or members; or (iv) the ability to exercise a controlling influence over the company's or entity's management and policies. For purposes of this definition, a general partner of a limited partnership is presumed to be in control of that partnership, and a managing member of a limited liability company is presumed to be in control of that limited liability company).

17. ENVIRONMENTAL HAZARDS.

(a) Except for matters described in Section 17(b), Borrower shall not cause or permit any of the following:

(i) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling, or disposal of any Hazardous Materials on or under the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property in violation of Hazardous Materials Laws;

(ii) the transportation of any Hazardous Materials to, from, or across the Mortgaged Property in violation of Hazardous Materials Laws;

(iii) any occurrence or condition on the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws; or

(iv) any violation of or noncompliance with the terms of any Environmental Permit with respect to the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property.

The matters described in clauses (i) through (iv) above are referred to collectively in this Section 17 as "**Prohibited Activities or Conditions**".

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum products customarily used in the operation and maintenance of comparable multifamily properties, (2) cleaning materials, personal grooming items and other items sold in pre-packaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Mortgaged Property; and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Mortgaged Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws.

(c) Borrower shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this Mortgage) to prevent its employees, agents, and contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions. Borrower shall not lease or allow the sublease or use of all or any portion of the Mortgaged Property to any tenant or subtenant for nonresidential use by any user that, in the ordinary course of its business, would cause or permit any Prohibited Activity or Condition.

(d) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

(i) Borrower has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

(ii) to the best of Borrower's knowledge after reasonable and diligent inquiry, no Prohibited Activities or Conditions exist or have existed;

(iii) except to the extent previously disclosed by Borrower to Lender in writing, the Mortgaged Property does not now contain any underground storage tanks, and, to the best of Borrower's knowledge after reasonable and diligent inquiry, the Mortgaged Property has not contained any underground storage tanks in the past. If there is an underground storage tank located on the Mortgaged Property which has been previously disclosed by Borrower to Lender in writing, that tank complies with all requirements of Hazardous Materials Laws;

(iv) Borrower has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Borrower has obtained all Environmental Permits required for the operation of the Mortgaged Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

(v) no event has occurred with respect to the Mortgaged Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;

(vi) there are no actions, suits, claims or proceedings pending or, to the best of Borrower's knowledge after reasonable and diligent inquiry, threatened that involve the Mortgaged Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and

(vii) Borrower has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property.

The representations and warranties in this Section 17 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the loan evidenced by the Note, until the Indebtedness has been paid in full.

(e) Borrower shall promptly notify Lender in writing upon the occurrence of any of the following events:

(i) Borrower's discovery of any Prohibited Activity or Condition;

(ii) Borrower's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property; and

(iii) any representation or warranty in this Section 17 becomes untrue after the date of this Agreement.

Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this Mortgage, the Note, or any other Loan Document.

(f) Borrower shall pay promptly the costs of any environmental inspections, tests or audits ("**Environmental Inspections**") required by Lender in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of Lender's consent to any Transfer under Section 20, or required by Lender following a reasonable determination by Lender that Prohibited Activities or Conditions may exist. Any such costs incurred by Lender (including the reasonable fees and out-of-pocket costs of attorneys and technical consultants whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 11. The results of all Environmental Inspections made by Lender shall at all times remain the property of Lender but Lender shall provide copies of all Environmental Inspection reports to Borrower. Lender hereby reserves the right, and Borrower hereby expressly authorizes Lender, to make available to any party, including any prospective bidder at a foreclosure sale of the Mortgaged Property, the results of any Environmental Inspections made by Lender with respect to the Mortgaged Property. Borrower consents to Lender notifying any party (either as part of a notice of sale or otherwise) of the results of any of Lender's Environmental Inspections. Borrower acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the Mortgaged Property may have a material and adverse effect upon the amount which a party may bid at such sale. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Borrower hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of Lender's Environmental Inspections.

(g) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work ("**Remedial Work**") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property under any Hazardous Materials Law, Borrower shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law or (2) 30 days after notice from Lender demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Borrower fails to begin on a timely basis or diligently prosecute any required Remedial Work, Lender may, at its option, cause the Remedial Work to be completed, in which case Borrower shall reimburse Lender on demand for the reasonable cost of doing so. Any reimbursement due from Borrower to Lender shall become part of the Indebtedness as provided in Section 11.

(h) Borrower shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(i) Borrower shall indemnify, hold harmless and defend (i) Lender, (ii) any prior owner or holder of the Note, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including reasonable fees and reasonable out-of-pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

(i) any breach of any representation or warranty of Borrower in this Section 17;

(ii) any failure by Borrower to perform any of its obligations under this Section 17;

(iii) the existence or alleged existence of any Prohibited Activity or Condition;

(iv) the presence or alleged presence of Hazardous Materials on or under the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property; and

(v) the actual or alleged violation of any Hazardous Materials Law by Borrower or its agents or at the Mortgaged Property.

(j) Counsel selected by Borrower to defend Indemnitees shall be subject to the approval of those Indemnitees. However, any Indemnitee may elect to defend any claim or legal or administrative proceeding at the Borrower's expense.

(k) Borrower shall not, without the prior written consent of those Indemnitees who are named as parties to a claim or legal or administrative proceeding (a "**Claim**"), settle or compromise the Claim if the settlement (1) results in the entry of any judgment that does not include as an unconditional term the delivery by the claimant or plaintiff to Lender of a written release of those Indemnitees, satisfactory in form and substance to Lender; or (2) may materially and adversely affect Lender, as determined by Lender in its discretion.

(l) Lender agrees that the indemnity under this Section 17 shall be limited to the assets of Borrower and Lender shall not seek to recover any deficiency from any natural persons who are managing members or investor members of Borrower.

(m) Borrower shall, at its own cost and expense, do all of the following:

(i) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Section 17;

(ii) reimburse Indemnitees for any reasonable expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Section 17; and

(iii) reimburse Indemnitees for any and all reasonable expenses, including fees and out-of-pocket expenses of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Section 17, or in monitoring and participating in any legal or administrative proceeding.

(n) In any circumstances in which the indemnity under this Section 17 applies, Lender may employ its own legal counsel and consultants to prosecute, defend or negotiate any claim or legal or administrative proceeding and Lender, with the prior written consent of Borrower (which shall not be unreasonably withheld, delayed or conditioned), may settle or compromise any action or legal or administrative proceeding. Borrower shall reimburse Lender upon demand for all reasonable costs and expenses incurred by Lender, including all costs of settlements entered into in good faith, and reasonable the fees and out-of-pocket expenses of such attorneys and consultants.

(o) The provisions of this Section 17 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law or under other Loan Documents, and each Indemnitee shall be entitled to indemnification under this Section 17 without regard to whether Lender or that Indemnitee has exercised any rights against the Mortgaged Property or any other security, pursued any rights against any guarantor, or pursued any other rights available under the Loan Documents or applicable law. If Borrower consists of more than one person or entity, the obligation of those persons or entities to indemnify the Indemnitees under this Section 17 shall be solidary. The obligation of Borrower to indemnify the Indemnitees under this Section 17 shall survive any repayment or discharge of the Indebtedness, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Mortgage provided that the event giving rise to such liability occurred solely before Borrower is or was dispossessed of the Mortgaged Property following any foreclosure or deed in lieu proceeding.

18. PROPERTY AND LIABILITY INSURANCE.

(a) Borrower shall keep the Improvements insured at all times against such hazards as Lender may from time to time require, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. Lender's insurance requirements may change from time to time throughout the term of the Indebtedness. If Lender so requires, such insurance shall also include sinkhole insurance, mine subsidence insurance, earthquake insurance, and, if the Mortgaged Property does not conform to applicable zoning or land use laws, building ordinance or law coverage. If any of the Improvements is located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Borrower shall insure such Improvements against loss by flood.

(b) All premiums on insurance policies required under Section 18(a) shall be paid in the manner provided in Section 7, unless Lender has designated in writing another method of payment. All such policies shall also be in a form approved by Lender. All policies of property damage insurance shall include a non-contributing, non-reporting mortgage clause in favor of, and in a form approved by, Lender. Lender shall have the right to hold the original policies or duplicate original policies of all insurance required by Section 18(a). Borrower shall promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums. At least 30 days prior to the expiration date of a policy, Borrower shall deliver to Lender the original (or a duplicate original) of a renewal policy in form satisfactory to Lender.

(c) Borrower shall maintain at all times commercial general liability insurance, workers' compensation insurance and such other liability, errors and omissions and fidelity insurance coverages as Lender may from time to time require.

(d) All insurance policies and renewals of insurance policies required by this Section 18 shall be in such amounts and for such periods as Lender may from time to time require, and shall be issued by insurance companies satisfactory to Lender.

(e) Borrower shall comply with all insurance requirements and shall not permit any condition to exist on the Mortgaged Property that would invalidate any part of any insurance coverage that this Mortgage requires Borrower to maintain.

(f) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Subject to the rights of the Senior Lender, Borrower hereby authorizes and appoints Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 18 shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Mortgaged Property to the equivalent of its original condition or to a condition approved by Lender (the "**Restoration**"), or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar multifamily properties.

(g) Lender shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) Lender determines, in its reasonable discretion, that there will be sufficient funds to complete the Restoration; (3) Lender determines, in its discretion, that the rental income from the Mortgaged Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, deposits to reserves and loan repayment obligations relating to the Mortgaged Property; (4) Lender determines, in its discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the Note or (B) one year after the date of the loss or casualty, provided that Borrower shall have such longer period as reasonably determined by Lender so long as Borrower, its partners, or any affiliate of its partners is diligently pursuing Restoration; and (5) upon Lender's request, Borrower provides Lender evidence of the availability during and after the Restoration of the insurance required to be maintained by Borrower pursuant to this Section 18.

(h) If the Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the Mortgaged Property, Lender shall automatically succeed to all rights of Borrower in and to any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

(i) The foregoing notwithstanding, all rights of Lender under this Section 18 shall be subject to the rights of the Senior Lender.

19. CONDEMNATION.

(a) Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect (a "**Condemnation**"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by Lender in writing. Borrower authorizes and appoints Lender as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 19 shall require Lender to incur any expense or take any action. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation.

(b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Mortgaged Property or to the payment of the Indebtedness, with the balance, if any, to Borrower; provided however, that Lender shall not apply such proceeds to the payment of the Indebtedness if the conditions listed in Section 18(g) above have been met. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any installments referred to in the Note, Section 5 of this Mortgage or any Collateral Agreement, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

(c) The foregoing notwithstanding, all rights of Lender under this Section 19 shall be subject to the rights of the Senior Lender.

20. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of the City, which consent shall be in the City 's sole and reasonable discretion. Absent the City's written consent and subject to the terms of this Section 20, 100% of the Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon any sale or refinancing of the Project, (other than for the purpose of refinancing all or any part of any loan secured by a mortgage which is senior to this Mortgage, including reasonable and necessary costs associated with the closing and/or the refinancing, as long as (1) such refinancing of all or any part of such senior loan does not require the City to modify the terms of its Loan Documents or otherwise extend the term of the Indebtedness, and (2) the aggregate principal amount of the senior loan is not increased beyond the amount necessary to cover reasonable and necessary costs associated with the closing and/or refinancing). The City may, in its sole and reasonable discretion, allow the transferee to assume the remaining Indebtedness, and/or may accept less than 100% of the amounts then due, but such waiver will not constitute forgiveness of any Indebtedness.

(b) Notwithstanding the foregoing to the contrary, provided that Borrower shall use commercially reasonable efforts to deliver notice to the City of any such change:

i. the pledge to an investor member by a managing member of the managing member's interest in the Organizational Documents as security for the performance of all of the managing member's obligations under the Organizational Documents shall not constitute a refinancing for purposes of this Mortgage or the Loan Documents;

ii. a sale, transfer, pledge, encumbrance or other disposition of any Investor interests in Borrower shall not require the City's consent nor constitute a sale of the Project for the purposes of this Section; and

iii. the change in the managing member of Borrower as managing member of Borrower in accordance with the terms of the Organizational Documents shall not require the City's consent nor constitute a sale of the Project for the purposes of this Section 20.

Notwithstanding the foregoing provisions in this Section 20(b), a transfer by the Investor of its Investor interests in Borrower is hereby expressly permitted and accepted by the City and shall not constitute a prohibited transfer hereunder or under any other Loan Document.

21. EVENTS OF DEFAULT.

The occurrence of any one or more of the following shall constitute an Event of Default under this Mortgage:

(a) any failure by Borrower to pay or deposit when due any amount required by the Note(s), this Mortgage or any other Loan Document;

(b) any failure by Borrower to maintain the insurance coverage required by Section 18;

(c) any failure by Borrower to comply with the provisions of Section 32;

(d) fraud or material misrepresentation or material omission by Borrower, or any of its officers, directors, trustees, general partners or managers, or Guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of the Indebtedness, or (C) any request for Lender's consent to any proposed action;

(e) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Lender's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the lien created by this Mortgage or Lender's interest in the Mortgaged Property and the failure to have same dismissed within 90 days;

(f) any failure by Borrower to perform any of its obligations under this Mortgage (other than those specified in Sections 21(a) through (e)), as and when required, which continues for a period of 30 days after notice of such failure by Lender to Borrower, but no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Mortgage, result in harm to Lender, impairment of the Note(s) or this Mortgage or any other security given under any other Loan Document;

(g) any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this Mortgage which continues beyond the applicable cure period, if any, specified in that Loan Document; and

(h) any exercise by the holder of any other debt mortgage secured by a mortgage, deed of trust or deed to secure debt on the Mortgaged Property of a right to declare all amounts due under that debt mortgage immediately due and payable.

(i) Right to Cure:

(i) Borrower shall have fifteen (15) days after the receipt of written notice to cure any monetary default herein, and thirty (30) days after the receipt of written notice to cure any non-monetary default herein; provided however, that (except to the extent that Lender's security becomes or is about to become materially jeopardized) if such default is not reasonably capable of being cured within thirty (30) days, and if the Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure within such period, then Borrower shall have such additional time as is reasonably necessary, such time not to exceed an additional sixty (60) days, to cure the default prior to exercise of any remedies by Lender.

(ii) Lender agrees to provide written notice of an Event of Default to any investor member listed in Section 30 of this Mortgage and to allow said investor member the opportunity, but not the obligation to cure any default of Borrower on behalf of Borrower to the same extent as Borrower. Borrower agrees that Lender shall be entitled to rely upon and to accept any offer of cure made by any such investor member. Notwithstanding any of the forgoing provisions to the contrary, if Borrower has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, Lender may, at its sole option, cure such default, provided, however, that Lender shall be under no duty or obligation to do so.

(iii) Notwithstanding anything to the contrary contained in this Mortgage or the Note being secured hereby, Borrower's Investor Member shall have the right, but not the obligation, to cure defaults of Borrower. Removal of the managing member of the Borrower shall constitute a cure for an otherwise non-curable Event of Default.

22. REMEDIES CUMULATIVE.

Each right and remedy provided in this Mortgage is distinct from all other rights or remedies under this Mortgage or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

23. FORBEARANCE.

(a) Lender may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Mortgage, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Mortgage, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any Mortgaged Property; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Mortgage, the Note, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the Note, this Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 18 and 19 shall not operate to cure or waive any Event of Default.

24. LOAN CHARGES.

If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

25. WAIVER OF PRESCRIPTION.

To the maximum extent allowed under applicable law, Borrower hereby waives the right to assert any prescriptive period as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce any Loan Document.

26. WAIVER OF MARSHALLING.

Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Mortgage, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Mortgage waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Mortgage.

27. FURTHER ASSURANCES.

Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to confirm the rights granted under this Mortgage and the Loan Documents.

28. ESTOPPEL CERTIFICATE.

Within 10 business days after a request from Lender, Borrower shall deliver to Lender a written statement, signed and acknowledged by Borrower, certifying to Lender or any person designated by Lender, as of the date of such statement, (i) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (ii) the unpaid principal balance of the Note; (iii) the date to which interest under the Note has been paid; (iv) that Borrower is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this Mortgage or any of the other Loan Documents (or, if the Borrower is in default, describing such default in reasonable detail); (v) whether or not there are then existing any setoffs or defenses known to Borrower against the enforcement of any right or remedy of Lender under the Loan Documents; and (vi) any additional facts reasonably requested by Lender.

29. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

(a) This Mortgage, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of Louisiana.

(b) Borrower agrees that any controversy arising under or in relation to the Note, this Mortgage, or any other Loan Document shall be litigated exclusively in the courts located in Orleans Parish, State of Louisiana. The state and federal courts and authorities with jurisdiction in Orleans Parish shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

30. NOTICE.

(a) All notices, demands and other communications ("**notice**") under or concerning this Mortgage shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this Mortgage and/or Loan Agreement, and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 30, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) Any party to this Mortgage may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 30. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section 30, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section 30 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

(c) Any notice under the Note and any other Loan Document which does not specify how notices are to be given shall be given in accordance with this Section 30.

(d) Notwithstanding the foregoing, Lender agrees to provide written notice of an Event of Default under the Loan Documents to the following member:

RAH Investor 456 LLC
c/o Regions Affordable Housing
111 Great Neck Road, Suite 500
Great Neck, New York 11021
Attention: Kevin Smith

With copies to:

Jones Walker LLP
420 20th Street North, Suite 1100
Birmingham, Alabama 35203

Attention: Kelly R. Lewis and Brandon D. Hughey

(e) Lender shall use best efforts to provide a courtesy copy of all notices sent to Borrower to BW Cooper Senior, L.L.C. at 2117 Ursulines Avenue, New Orleans LA New Orleans LA 70116 Attention: Terri B. North; 1718 Peachtree Street, N.W. Suite 684 Atlanta, GA 30309 Attention: Carmen Chubb; and Longwell Riess, L.L.C., 650 Poydras Street, Suite 2600, New Orleans, LA 70130 Attention: Kelly Longwell. Any failure to deliver such courtesy copies shall be deemed a failure to provide notice to the Borrower.

31. SALE OF NOTE; CHANGE IN SERVICER.

The Note or a partial interest in the Note (together with this Mortgage and the other Loan Documents) may be sold one or more times without prior notice to Borrower. A sale may result in a change of the Loan Servicer. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change. Borrower shall not incur or be responsible for any expenses associated with a sale of the Note or change in the Loan Servicer.

32. SINGLE ASSET BORROWER.

Until the Indebtedness is paid in full, Borrower (a) shall not acquire any real or personal property other than the Mortgaged Property and personal property related to the operation and maintenance of the Mortgaged Property; (b) shall not operate any business other than the management and operation of the Mortgaged Property; and (c) shall not maintain its assets in a way difficult to segregate and identify.

33. SUCCESSORS AND ASSIGNS BOUND.

This Mortgage shall bind, and the rights granted by this Mortgage shall inure to, the respective successors and assigns of Lender and Borrower. However, a Transfer not permitted by Section 20 shall be an Event of Default.

34. SOLIDARY LIABILITY.

If more than one person or entity signs this Mortgage as Borrower, the obligations of such persons and entities shall be solidary.

35. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.

(a) The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Mortgage shall create any other relationship between Lender and Borrower.

(b) No creditor of any party to this Mortgage and no other person shall be a third party beneficiary of this Mortgage or any other Loan Document. Without limiting the generality of the preceding sentence, (1) any arrangement (a "**Servicing Arrangement**") between the Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (2) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (3) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

36. SEVERABILITY; AMENDMENTS.

The invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. This Mortgage contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Mortgage. This Mortgage may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

37. CONSTRUCTION.

The captions and headings of the sections of this Mortgage are for convenience only and shall be disregarded in construing this Mortgage. Any reference in this Mortgage to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Mortgage or to a Section of this Mortgage. All Exhibits attached to or referred to in this Mortgage are incorporated by reference into this Mortgage. Any reference in this Mortgage to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this

Agreement includes the plural and use of the plural includes the singular. As used in this Mortgage, the term "including" means "including, but not limited to."

38. LOAN SERVICING.

All actions regarding the servicing of the loan evidenced by the Note, including the collection of payments, the giving and receipt of notice, inspections of the Property, inspections of books and records, and the granting of consents and approvals, may be taken by the Loan Servicer unless Borrower receives notice to the contrary. If Borrower receives conflicting notices regarding the identity of the Loan Servicer or any other subject, any such notice from Lender shall govern.

39. DISCLOSURE OF INFORMATION.

Lender may furnish information regarding Borrower or the Mortgaged Property to third parties with an existing or prospective interest in the servicing, enforcement, evaluation, performance, purchase or securitization of the Indebtedness, including trustees, master servicers, special servicers, rating agencies, and organizations maintaining databases on the underwriting and performance of multifamily mortgage loans. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit such disclosure, including any right of privacy.

40. NO CHANGE IN FACTS OR CIRCUMSTANCES.

All information in the application for the loan submitted to Lender (the "**Application**") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

41. SUBROGATION.

If, and to the extent that, the proceeds of the loan evidenced by the Note are used to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "**Prior Lien**"), such loan proceeds shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

42. ACCELERATION; FORECLOSURE; CONFESSION OF JUDGMENT.

(a) At any time during the existence of an Event of Default, Lender, at Lender's option, may accelerate the maturity of and declare the Indebtedness to be immediately due and payable, and may cause the Mortgaged Property and UCC Collateral to be immediately seized and sold, in whole, in part, or separately, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Borrower or placing Borrower in default, all of which are expressly waived.

(b) For purposes of foreclosure under the Louisiana executory process procedures, Borrower confesses judgment and acknowledges to be indebted to and in favor of Lender up to the full amount of the Indebtedness, including principal, interest, prepayment premiums, late charges, default interest, costs, expenses, collection attorneys' fees, and any additional sums that Lender may advance as provided under this Mortgage.

(c) To the extent permitted under applicable Louisiana law, Borrower additionally waives: (i) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (ii) the demand and three (3) days' delay as provided under Article 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other articles not specifically mentioned above. Borrower agrees that Lender shall have all of the additional enforcement rights and remedies of a secured party under the Louisiana Commercial Laws (Louisiana Revised Statutes, Title 10) and under the Uniform Commercial Code of any applicable state with respect to the UCC Collateral wherever located. Borrower further agrees that any declarations of fact made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her

knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of Louisiana Revised Statutes, Title 9, Sections 3509.1 and 3504(b)(6), and Title 10, Section 9-508.

(d) However, notwithstanding anything to the contrary in this Mortgage or in the Loan Documents, the obligations under this Mortgage or the Loan Documents are and are intended to be nonrecourse to Borrower, except for the express exceptions included within said documents.

43. RELEASE.

Upon payment of the Indebtedness in full, Borrower may request Lender in writing to provide Borrower with the Note marked "Canceled," or alternatively, at Lender's option, with a certificate sufficient to permit Borrower to cancel this Mortgage from the public records. Borrower agrees that Lender may delay providing the foregoing to Borrower for up to 30 days following receipt of Borrower's written request. If Borrower requests Lender to perform the necessary services to cancel this Mortgage from the public records, Borrower agrees to pay Lender's reasonable costs incurred in connection with such cancellation.

44. WAIVER OF HOMESTEAD.

Borrower and Borrower's spouse, if any, waive all homestead and other exemptions from seizure with respect to the Mortgaged Property and the UCC Collateral.

45. ATTORNEYS' FEES.

Whenever referred to in this Mortgage, other than in Section 42, "attorneys' fees" shall mean reasonable attorneys' fees under Louisiana law.

46. MORTGAGE AND CONVEYANCE CERTIFICATES.

The production of Mortgage and conveyance certificates is waived by Lender and Borrower, who release me, Notary, from all liability for nonproduction.

47. KEEPER OF MORTGAGED PROPERTY.

Pursuant to the provisions of Louisiana Revised Statutes, Title 9, Section 5136, Borrower and Lender covenant and agree that Lender shall have the right to designate a keeper of the Mortgaged Property at the time any seizure of the Mortgaged Property is affected and that Lender may designate itself or its employees, agents or independent contractors as such keeper. Borrower agrees that the reasonable fees of such a keeper shall be treated as a disbursement made under Section 11 and shall be secured by this Mortgage. At no time has or will Borrower occupy the Mortgaged Property, or any portion of the Mortgaged Property, as its home.

48. WAIVER OF TRIAL BY JURY.

[Intentionally deleted.]

49. COUNTERPARTS.

This Mortgage may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

ATTACHED EXHIBITS. The following Exhibits are attached to this Mortgage:

☒	Exhibit A	Description of the Land (required).
☒	Exhibit B	Permitted Encumbrances

[END OF DOCUMENT - SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Borrower has signed and delivered this Mortgage or has caused this Mortgage to be signed and delivered by its duly authorized representative, in the presence of the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

BW COOPER SENIOR, L.L.C.,
a Louisiana limited liability company

By: BW Cooper Senior Manager, L.L.C.
Its: Managing Member

By: _____
Name: Carmen Chubb
Its: Authorized Representative

By: _____
Name: Terri B. North
Its: Authorized Representative

_____
NOTARY PUBLIC

Print Name: _____
Bar Roll/Notary No.:_____
My Commission Expires: _____

IN WITNESS WHEREOF, the City appears herein to acknowledge and agree to the provisions of this Mortgage, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CITY OF NEW ORLEANS

By: _____

LATOYA CANTRELL, MAYOR

Executed on the ___ day of _____, 2025.

_____
Notary Public
Print Name:_____
Bar Roll/Notary No._____
My Commission Expires:_____

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

IN WITNESS WHEREOF, the City appears herein to acknowledge and agree to the provisions of this Mortgage, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CITY OF NEW ORLEANS

By: _____

CITY COUNCIL PRESIDENT

Executed on the ___ day of _____, 2025.

_____
Notary Public
Print Name:_____
Bar Roll/Notary No._____
My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTIONS

BW COOPER SENIOR, LLC Listing of Property

SQUARE 536, LOT 1-A

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 1-A AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, MEASURE THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY LINE ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 306 FEET 9 INCHES AND 5 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 75 FEET 8 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A NORTHWESTERLY DIRECTION ON AN INTERIOR ANGLE OF 238˚14'43" A DISTANCE OF 124 FEET 9 INCHES AND 3 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 121˚43'30" A DISTANCE OF 160 FEET 11 INCHES AND 6 LINES TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01'47" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET; MEASURE THENCE ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 302 FEET 4 INCHES AND 0 LINES TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ERATO STREET, THE POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

SQUARE 536, LOT 2

A CERTAIN PIECE OR PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, CITY OF NEW ORLEANS, ORLEANS PARISH, FIRST DISTRICT, SQUARE 536, BOUNDED BY EARHART BOULEVARD, SOUTH GALVEZ STREET, ERATO STREET AND SOUTH TONTI STREET, DESIGNATED AS LOT 2 AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF EARHART BOULEVARD AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, MEASURE THENCE IN A SOUTHERLY DIRECTION ALONG SAID WESTERLY LINE A DISTANCE OF 269 FEET 1 INCH AND 6 LINES TO A POINT, THE POINT OF BEGINNING.

MEASURE THENCE FROM THE POINT OF BEGINNING ALONG SAID WESTERLY LINE IN A SOUTHERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN A WESTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚00'00" A DISTANCE OF 412 FEET 9 INCHES AND 7 LINES TO A POINT; MEASURE THENCE IN A NORTHERLY DIRECTION ON AN INTERIOR ANGLE OF 89˚58'36" A DISTANCE OF 44 FEET 9 INCHES AND 1 LINE TO A POINT; MEASURE THENCE IN AN EASTERLY DIRECTION ON AN INTERIOR ANGLE OF 90˚01'24" A DISTANCE OF 412 FEET 9 INCHES AND 5 LINES TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH GALVEZ STREET, THE POINT OF BEGINNING.

ALL AS MORE FULLY SHOWN ON A SURVEY BY R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC DATED AUGUST 3, 2023, JOB #231394.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Agreement Not to Alienate
2. Notice of Ground Lease BW Cooper II by and between Housing Authority of New Orleans and BW Cooper Senior, L.L.C.
3. Act of Transfer of Property and Improvements by BW Cooper Senior, L.L.C. to Industrial Development Board of The City of New Orleans, Louisiana, Inc.
4. Notice of Lease by and between the Industrial Development Board of the City of New Orleans, Louisiana, Inc. and BW Cooper Senior, L.L.C
5. Tax Regulatory Agreement by and between BW Cooper Senior, L.L.C., Louisiana Housing Corporation, and Regions Bank
6. 2023 CDBG-DR IDA PRIME-3 Regulatory Agreement of the Louisiana Housing Corporation
7. Home Affordable Rental Housing Program Regulatory Agreement by and between the City of New Orleans and BW Cooper Senior, L.L.C.
8. Multifamily Mortgage, Pledge of Leases and Rents and Security Agreement by BW Cooper Senior, L.L.C., a Louisiana limited liability company in favor of Regions Bank
9. Act of Mortgage by BW Cooper Senior, L.L.C in favor of Louisiana Housing Corporation
10. City of New Orleans Go Bond Funds Program Mortgage, Pledge of Leases and Rents and Security Agreement
11. Mortgage and Security Agreement by BW Cooper Senior, L.L.C in favor of Providence Community Housing
12. Subordination and Standstill Agreement by and among Regions Bank, Louisiana Housing Corporation, City of New Orleans and BW Cooper Senior, L.L.C.
13. Subordination Agreement by and among Regions Bank and BW Cooper Senior, L.L.C.
14. No Work Affidavit
15. Notice of Construction Contract

SUBORDINATION AND STANDSTILL AGREEMENT

This Subordination and Standstill Agreement (this "Agreement") is entered as of **[_____] 2025**, by and among Regions Bank, an Alabama banking corporation (the "Senior Lender"), Louisiana Housing Corporation, a public body corporate and politic constituting an instrumentality of the State of Louisiana ("LHC"), the City of New Orleans (the "City"), and together with LHC and the City where no distinction is required, the "Subordinate Lender") and BW Cooper Senior, L.L.C., a Louisiana limited liability company (the "Company").

RECITALS

WHEREAS, the Senior Lender has made or is making a construction mortgage loan to the Company in the original principal amount of $10,239,000 and a bridge loan in the original principal amount of $12,564,500 (together, the "Construction Mortgage Loan") pursuant to the terms of a Credit Agreement between the Company and the Senior Lender dated as of _____ (the "Credit Agreement"). The Construction Mortgage Loan is secured by a first mortgage lien (the "Construction Mortgage") on a multifamily housing project located in New Orleans, Orleans Parish, Louisiana (the "Property"). The Property is more fully described in Exhibit A attached hereto. The Company's obligation to repay the Construction Mortgage Loan is evidenced by two (2) Promissory Notes dated as of _____ (together, the "Construction Mortgage Loan Note"); and

WHEREAS, the Company has requested the Senior Lender to permit LHC to make a second priority, subordinate loan to the Company in the amount of $6,866,000 (the "LHC Subordinate Loan") and to secure the LHC Subordinate Loan by, among other things, placing a mortgage lien against the Property; and

WHEREAS, the Company has requested the Senior Lender to permit the City to make a third priority, subordinate loan to the Company in the amount of $4,065,000 (the "City Subordinate Loan") and to secure the City Subordinate Loan by, among other things, placing a mortgage lien against the Property; and

WHEREAS, the Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place the respective subordinate mortgage liens against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Company and to place the respective subordinate mortgage liens against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Company agree as follows:

ARTICLE I
Definitions

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

Affiliate means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

Business Day means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

CDBG Regulatory Agreement means the 2023 CDBG-DR Ida PRIME-3 Regulatory Agreement of the Louisiana Housing Corporation, which shall be and remain senior to any mortgage lien on the Property.

Collateral Payments has the meaning set forth in the Indenture.

Company means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

Construction Mortgage Loan Default means the occurrence of a default by the Company in performing or observing any of the terms, covenants or conditions in the Financing Documents to be performed or observed by it, which continues beyond any applicable cure period provided in the Financing Documents for curing the default.

Default Notice means: (a) a copy of the written notice from the Senior Lender to the Company stating that a Construction Mortgage Loan Default has occurred under the Construction Mortgage Loan; or (b) a copy of the written notice from the Subordinate Lender to the Company stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

Financing Agreement means the Financing Agreement dated as of [ ], 2025 between the Company, LHC, as issuer, and the Trustee.

Financing Documents means the Credit Agreement, Construction Mortgage Loan Note, Construction Mortgage and all other documents evidencing, securing or otherwise executed and delivered in connection with the Construction Mortgage Loan, including those identified on Exhibit B hereto.

HANO Ground Lease means that certain ground lease dated as of [_____], 2025 between the Company and the Housing Authority of New Orleans ("HANO").

Indenture means the Trust Indenture dated as of [_____], 2025 between LHC, as issuer, and the Trustee.

Person means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

Senior Lender means the Person named as such in the first paragraph on page 1 of this Agreement.

Subordinate Lender means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

Subordinate Loan Default means a default by the Company in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

Subordinate Loan Documents means the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

Subordinate Mortgage means the mortgages or deeds of trust encumbering the Property as security for the Subordinate Loan, which will have been recorded among the applicable land records immediately before this Agreement.

Subordinate Note means the respective promissory notes of even date herewith issued by the Company to the Subordinate Lender, or order, to evidence the Subordinate Loan.

Trustee means Regions Bank, an Alabama banking corporation.

ARTICLE II
Permission to Place Mortgage Lien Against Property and Acknowledgment of Cash Collateral Securing Bond Loan

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Financing Documents and subject to the provisions of this Agreement, to permit the recordation of each Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which, except the CDBG Regulatory Agreement, are subordinate in all respects to the lien of the Construction Mortgage) to secure the Company's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Company to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Company and by each Subordinate Lender on its own behalf in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of each Subordinate Loan are disbursed to the Company. If any of the representations and warranties made by the Company and by any Subordinate Lender in Section 3 are not true and correct on both of those dates, the provisions of the Financing Documents applicable to unpermitted liens on the Property shall apply.

The Senior Lender acknowledges and agrees that the Bond Loan and the bonds issued to fund the Bond Loan (the "Bonds") will be secured primarily by the proceeds of the Bonds and Collateral Payments made to the Trustee under the Indenture, the source of which may be proceeds of the Construction Mortgage Loan, the Subordinate Loans and/or other amounts deposited under the Indenture in order for the Bonds to be fully cash collateralized as to principal and interest (collectively, the "Bond Cash Collateral"). The Senior Lender further acknowledges and agrees that the Senior Lender shall have no interest in the Bond Cash Collateral and that such Bond Cash Collateral shall be exclusively for the benefit of the holders of the Bonds (the "Bondholders"), and that, notwithstanding any contrary provision contained herein, the terms of this Agreement shall not subordinate, constrain or curtail the Issuer's, Trustee's and Bondholders' rights to enforce the terms of the Indenture with respect to the Bond Cash Collateral and the application of the Bond Cash Collateral to Debt Service Requirements for the benefit of Bondholders at any time and in any manner subject only to the terms of the Indenture.

ARTICLE III
Company's and Subordinate Lender's Representations and Warranties

The Company, the City, (on behalf of itself only) each makes the following representations and warranties, and LHC makes the following representations only, to the Senior Lender:

(a) **Subordinate Note.** Each Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note (the "Subordinate Note") is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by the Promissory Note of even date herewith in the original principal amount of $10,239,000 and the Promissory Note of even date herewith in the original principal amount of $12,564,500 (together the "Senior Note") issued by BW Cooper Senior, L.L.C. and payable to Regions Bank, an Alabama banking corporation ("Senior Lender"), or order, to the extent and in the manner provided in

that certain Subordination and Standstill Agreement of even date herewith between the payee of this Subordinate Note, and the Senior Lender and BW Cooper Senior, L.L.C. (the "Subordination and Standstill Agreement"). The mortgage ("Subordinate Mortgage") securing this Subordinate Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the mortgage securing the Senior Note as more fully set forth in the Subordination and Standstill Agreement. The rights and remedies of the payee and each subsequent holder of this Subordinate Note under the Subordinate Mortgage are subject to the restrictions and limitations set forth in the Subordination and Standstill Agreement. Each subsequent holder of this Subordinate Note shall be deemed, by virtue of such holder's acquisition of the Subordinate Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination and Standstill Agreement.

(b) **Term.** The term of each Subordinate Note does not end before the term of the Construction Mortgage Loan Note.

(c) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, the Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, the Company shall deliver to the Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

ARTICLE IV
Terms of Subordination

(a) **Agreement to Subordinate.** The Senior Lender and each Subordinate Lender (with respect to its Subordinate Loan Documents only) agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Subordination Agreement to the prior payment in full of the indebtedness evidenced by the Financing Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents (other than the CDBG Regulatory Agreement) are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Construction Mortgage and the other Financing Documents and to all advances heretofore made or which may hereafter be made pursuant to the Construction Mortgage and the other Financing Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Construction Mortgage, curing defaults by the Company under the Financing Documents or for any other purpose expressly permitted by the Construction Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property). **The CDBG Regulatory Agreement shall remain senior to the Senior Mortgage.**

(b) **Subordination of Subrogation Rights.** Each Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Company, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Construction Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the Construction Mortgage.

(c) **Payments Before Construction Mortgage Loan Default.** Until a Subordinate Lender receives a Default Notice of a Construction Mortgage Loan Default from the Senior Lender, each Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to its Subordinate Loan Documents.

(d) **Payments After Construction Mortgage Loan Default.** The Company agrees that, after it receives notice (or otherwise acquires knowledge) of a Construction Mortgage Loan Default, it will not make any payments under or pursuant to any of the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums

secured by any Subordinate Mortgage) without the Senior Lender's prior written consent. Each Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Company on account of a Subordinate Loan, it will not accept any payments under or pursuant to its Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by its Subordinate Mortgage) without the Senior Lender's prior written consent. If a Subordinate Lender receives written notice from the Senior Lender that the Construction Mortgage Loan Default which gave rise to a Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to each Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to a Subordinate Lender by the Company prior to each Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) **Remitting Subordinate Loan Payments to Senior Lender.** If, after a Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, such Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies such Subordinate Lender in writing, will be promptly remitted, in kind, to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Financing Documents in accordance with the provisions of the Financing Documents. By executing this Agreement, the Company specifically authorizes each Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Company or credited against its Subordinate Loan. The Company and the Senior Lender acknowledge and agree that payments received by a Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the applicable Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of a Subordinate Lender to retain such payment or apply such payment to its Subordinate Loan.

(f) **Agreement Not to Commence Bankruptcy Proceeding.** Each Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any foreclosure, bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Company, without the Senior Lender's prior written consent.

ARTICLE V
Default Under Subordinate Loan Documents

(a) **Notice of Default.** Each Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where such Subordinate Lender has given a Default Notice to the Company.

(b) **Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.** If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender asserting such Subordinate Loan Default agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under its Subordinate Loan Documents or exercise any other rights or remedies it may have under its Subordinate Loan Documents, including, but not limited to accelerating its Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 60 days' prior written notice.

(c) **Cross Default.** The Company and each Subordinate Lender agree that a Subordinate Loan Default shall constitute a Construction Mortgage Loan Default under the Financing Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Financing Documents in the same manner as in the case of any other Construction Mortgage Loan Default. If a Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice

has been cured or waived, as determined by the Subordinate Lender that sent such Default Notice in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Financing Documents, any Construction Mortgage Loan Default under the Financing Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Construction Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Company any default rate interest or other default related charges or payments received by the Senior Lender during such Construction Mortgage Loan Default.

ARTICLE VI
Default Under Financing Documents

(a) **Notice of Default and Cure Rights.** The Senior Lender shall deliver to each Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Company. Failure of the Senior Lender to send a Default Notice to each Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Each Subordinate Lender shall have the right, but not the obligation, to cure any monetary Construction Mortgage Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the Financing Documents. Each Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the Financing Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by a Subordinate Lender to the Senior Lender to cure a Construction Mortgage Loan Default shall be deemed to have been advanced by such Subordinate Lender pursuant to, and shall be secured by the lien of, its Subordinate Mortgage.

(b) **Cross Default.** Each Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Construction Mortgage Loan Default shall not constitute a default under their respective Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the Construction Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the Construction Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Construction Mortgage. At any time after a Construction Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, each Subordinate Lender shall be permitted to pursue its remedies for default under its respective Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Company cures any Construction Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Construction Mortgage Loan Default shall be deemed cured and each Subordinate Loan shall be retroactively reinstated as if such Construction Mortgage Loan Default had never occurred.

ARTICLE VII
Conflict

The Company, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Financing Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Construction Mortgage and each Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior

Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. The Company acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to (i) extend the Company's time to cure any Construction Mortgage Loan Default or Subordinate Loan Default, as the case may be; (ii) give the Company the right to notice of any Construction Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Financing Documents or the Subordinate Loan Documents; or (iii) create any other right or benefit for the Company as against the Senior Lender or any Subordinate Lender.

ARTICLE VIII
Rights and Obligations of the Subordinate Lender and the Senior Lender

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) **Protection of Security Interest.** The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that any Subordinate Lender shall have the right to advance funds to cure Construction Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to its Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Company under its Subordinate Loan Documents.

(b) **Condemnation or Casualty.** In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Construction Mortgage remains a lien on the Property the following provisions shall apply:

(1) Each Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Financing Documents with respect thereto, and each Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of any Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Construction Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Construction Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Construction Mortgage Loan shall be paid to, and may be applied by, each Subordinate Lender in order of their respective lien priorities in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with each Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) **No Modification of Subordinate Loan Documents.** The Company and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Financing

Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of any Subordinate Loan, increase the required payments due under any Subordinate Loan, decrease the term of any Subordinate Loan, increase the interest rate on any Subordinate Loan, or otherwise amend any Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Financing Documents. Any unauthorized amendment of any Subordinate Loan Documents or assignment of any Subordinate Lender's interest in any Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

Permanent Financing Cashflow. After the Borrower has converted the Senior Loan to permanent financing , it shall apply all Net Cash Flow from the Project, defined as the gross rents, revenues, and other proceeds from the operation of the Project, less (i) the debt service payments on the Senior Loan; (ii) the reasonable operating expenses of the Project (iii) the reserves required by the Senior Loan; (iv) tax credit adjustment and tax liability payment due to the Investor Member; (v) the investor services fee payable to the Investor Member and (vi) the deferred developer fee in the order established in the Amended and Restated Operating Agreement of the Company.

ARTICLE IX
Modification or Refinancing of Construction Mortgage Loan

Each Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Financing Documents, including any provision requiring the payment of money. Each Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Construction Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); provided however, that no refinancing shall, without the prior written consent of LHC so long as LHC holds the second priority mortgage lien on the Property, increase the amount or interest rate of the Senior Loan beyond the reasonable costs noted above, modify the maturity date, or otherwise materially modify the Senior Loan to the detriment of LHC's interest in surplus cash (as defined in the LHC Loan Agreement. All the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and all references to the Construction Mortgage Loan, the Construction Mortgage Loan Note, the Construction Mortgage, the Financing Documents and the Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

ARTICLE X
Default by Subordinate Lender or Senior Lender

If any Subordinate Lender or the Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

ARTICLE XI
Notices

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any

notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Regions Bank, an Alabama banking corporation
1900 5th Avenue North, 15th F
Birmingham, Alabama 35203
Attention: Chase M. Simpson

With a copy to:

Jones Walker LLP
420 20th Street North, Suite 1100
Birmingham, Alabama 35203
Attention: Kelly R. Lewis and Brandon D. Hughey

LHC SUBORDINATE LENDER:

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
Attn: Piggyback Program

With a copy to:

Baker Donelson
450 Laurel Street, 21st Floor
Baton Rouge, Louisiana 70802
Attention: Amanda Spain

CITY SUBORDINATE LENDER:

Tyra Johnson Brown
Director of Housing Policy and Community Development
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

With a copy to:

City Attorney
City of New Orleans
1300 Perdido Street, 5E03
New Orleans, LA 70112

BW Cooper Senior, L.L.C.
2117 Ursulines Avenue
New Orleans, Louisiana 70116
Attn: **Terri North**

With a copy to:

1718 Peachtree Street NE #684
Atlanta, Georgia 30309
Attn: Carmen Chubb

With a copy to:

Longwell Riess, L.L.C.
650 Poydras Street, Suite 2600
New Orleans, Louisiana 70130
Attn: A. Kelton Longwell

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

ARTICLE XII
General

(a) **Assignment/Successors.** This Agreement shall be binding upon the Company, the Senior Lender and each Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and each Subordinate Lender.

(b) **No Partnership or Joint Venture.** The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of any Subordinate Lender. Neither the Senior Lender nor any Subordinate Lender shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever a Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by such Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The Subordinate Lender, the Senior Lender and the Company each agree, at the Company's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Construction Mortgage, or to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Financing Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under any of the Subordinate Loan Documents, other than by reason of payments which each Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Construction Mortgage; or (iv) the acquisition by any Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in any Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

Regions Bank, an Alabama banking corporation

By: _____
Name: Chase M. Simpson
Its: Vice President

STATE OF ALABAMA)
: ss
COUNTY OF JEFFERSON)

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Chase M. Simpson, in his capacity as Vice President of Regions Bank, an Alabama banking corporation, the Senior Lender of the Company, and being duly sworn, acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this ___day of _____, 2025.

_____
Notary Public
My Commission expires: _____

STATE OF _____)
PARISH OF _____)

THUS DONE AND PASSED, before me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
NOTARY PUBLIC
My Commission Expires: _____
Date: _____

SUBORDINATE LENDER:

Louisiana Housing Corporation,
a body corporate and politic and an instrumentality of the State of Louisiana, as agent for the State of Louisiana, Division of Administration, Office of Community Development

By:_____
Name: Kevin J. Delahoussaye
Its: LHC Executive Director

STATE OF _____)
PARISH OF _____)

THUS DONE AND PASSED, before me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
NOTARY PUBLIC
My Commission Expires: _____
Date: _____

SUBORDINATE LENDER:

City of New Orleans

By: _____
Name: Latoya Cantrell
Its: Mayor

STATE OF _____)
PARISH OF _____)

THUS DONE AND PASSED, before me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
NOTARY PUBLIC
My Commission Expires: _____
Date: _____

SUBORDINATE LENDER:

City of New Orleans, City Council

By: _____
Name:
Its: City Council President

STATE OF _____)
PARISH OF _____)

THUS DONE AND PASSED, before me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
NOTARY PUBLIC
My Commission Expires: _____
Date: _____

SUBORDINATE LENDER:

Providence Community Housing,
a Louisiana nonprofit corporation

•

By: _____
Name: Terri B. North
Its: President & CEO

By: _____
Name: **Carmen Chubb**
Its: **Authorized Representative**

STATE OF _____)
PARISH OF _____)

THUS DONE AND PASSED, before me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
NOTARY PUBLIC
My Commission Expires: _____
Date: _____

COMPANY :

BW Cooper Senior, L.L.C., a Louisiana limited partnership

By: BW Cooper Senior Manager, L.L.C., a Louisiana limited liability company
Its: Managing Member

By: _____
Name: **Carmen Chubb**
Its: **Authorized Representative**

By: _____

By: _____
Name: Terri B. North
Its: **Authorized Representative**

EXHIBIT A

LEGAL DESCRIPTION

---------- [Space Above This Line For Recording Data] ----------

SUBORDINATION AGREEMENT
(Affordable)

This SUBORDINATION AGREEMENT (this "**Agreement**") dated as of _____ __, _____, is executed by and among (i) **REGIONS BANK**, an Alabama banking corporation ("**Senior Lender**"), (ii) **CITY OF NEW ORLEANS** ("**Subordinate Lender**"), and (iii) **BW COOPER SENIOR, L.L.C.**, a Louisiana limited liability company ("**Borrower**").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of $10,239,000 (the "**Senior Loan**"), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to

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time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $4,065,000.00 (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"**Control**" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such

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entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan and Security Agreement of even date herewith by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement, the Subordinate Regulatory Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means the mortgage, deed of trust or deed to secure debt encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender will cause to be recorded among the applicable land records immediately before this Agreement.

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"**Subordinate Note**" means the promissory note of even date herewith issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

"**Subordinate Regulatory Agreement**" means that certain Home Affordable Rental Housing Program Regulatory Agreement dated _____, 2025 and recorded in the Recorder's Office of the city of New Orleans.

"**Surplus Cash**" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all of the following:

(i) All sums due or currently required to be paid under the Senior Loan.

(ii) All sums due or currently required to be paid under the Senior Loan Documents, including but not limited to any Imposition Deposits.

(iii) All deposits to any replacement reserve, repair reserve or other reserve or escrow required by the Senior Loan Documents that are due or currently payable.

(iv) All reasonable operating expenses of the Mortgaged Property, including but not limited to real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Subordinate Note.

The Subordinate Note contains the following provision:

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The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) dated as of even date herewith in the original principal amount of $10,239,000, executed by BW COOPER SENIOR, L.L.C., a Louisiana limited liability company and payable to the order of REGIONS BANK, an Alabama banking corporation ("**Senior Lender**"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between the payee of this Note, and Senior Lender and BW COOPER SENIOR, L.L.C., a Louisiana limited liability company (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

(c) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(d) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(e) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

5. Deliveries.

Subordinate Lender shall submit the following items to Senior Lender the later of (a) ten (10) Business Days after the date on which the proceeds of the Subordinate Loan are disbursed to Borrower, and (b) the effective date of the Senior Loan Documents:

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(1) **Title Policy Endorsement.**

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that (A) there are no liens or other encumbrances affecting the Mortgaged Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Mortgaged Property, (B) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and (C) this Agreement has been recorded among the applicable land records.

(2) **Certification.**

A certification from Borrower and Subordinate Lender to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) **Subordinate Loan Documents.**

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) **Senior Loan Documents.**

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

6. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage, the Subordinate Regulatory Agreement and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property). Subordinate Lender hereby agrees that the Subordinate Loan, together with the Other Subordinate Loans, will be payable solely from 75% of Surplus Cash while the Senior Loan remains outstanding.

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(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents, provided that no such payment exceeds 75% of then available Surplus Cash. Notwithstanding the foregoing, the Borrower shall not prepay, and Subordinate Lender shall not accept prepayment of, the Subordinate Loan without the Senior Lender's prior written consent, provided that no such payment, together with payments on the Other Subordinate Loans, shall exceed 75% of then available Surplus Cash. Notwithstanding the foregoing, the Borrower shall not prepay, and Subordinate Lender shall not accept prepayment of, the Subordinate Loan without the Senior Lender's prior written consent.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan

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Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

7. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

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(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

8. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan

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Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

9. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

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10. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

Following the occurrence of (1) a Condemnation Action, or (2) a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(A) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(B) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult

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with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

11. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

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12. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

13. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

14. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

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(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

15. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

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(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

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IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

REGIONS BANK, an Alabama banking corporation

By: _____ (SEAL)
Name:
Title:

Witnesses:

_____
Name: _____

_____
Name: _____

Address: 1180 West Peachtree Street NW, Suite 1400
Atlanta, Georgia 30309

With a copy to:

Fannie Mae (Multifamily)
Certification and Custody
Document Delivery Facility (DDF)
21240 Ridgetop Circle
Sterling, VA 20166

_____
Notary Public

Print Name: _____

Notary ID No. _____

Commission Expires: _____

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SUBORDINATE LENDER:

CITY OF NEW ORLEANS

_____

BY: LATOYA CANTRELL, MAYOR

WITNESSES:

1. _____

Print Name:_____

2. _____

Print Name:_____

_____

NOTARY PUBLIC

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

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SUBORDINATE LENDER:

CITY OF NEW ORLEANS, CITY COUNCIL

_____

BY: CITY COUNCIL PRESIDENT

WITNESSES:

1. _____

Print Name:_____

2. _____

Print Name:_____

_____

NOTARY PUBLIC

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BORROWER:

BW COOPER SENIOR, L.L.C., a Louisiana limited liability company

By: **BW COOPER SENIOR MANAGER, L.L.C.**, a Louisiana limited liability company, its Managing Member

By: _____

Name: Carmen Chubb

Its: Authorized Representative

By: _____

Name: Terri B. North

Its: Authorized Representative

Witnesses:

_____

Name: _____

_____

Name: _____

Address:

2117 Ursulines Avenue
New Orleans, LA 70116
Terri B. North

_____

Notary Public

Print Name: _____

Notary ID No. _____

Commission Expires: _____

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CITY OF NEW ORLEANS
GO BOND FUNDS PROGRAM
PROMISSORY NOTE

US $4,065,000.00 **Date: _____, 2025**

FOR VALUE RECEIVED, the undersigned (the "**Borrower**") promises to pay to the order of **City of New Orleans** (the "**City**" or "**Lender**") or any future holder, the principal sum of **Four Million Sixty-Five Thousand Dollars Even** (**$4,065,000.00**), together with interest thereon accruing at the Interest Rate (defined below) on the unpaid principal balance from the date hereof until fully paid in accordance with the terms of this HOME Program Promissory Note (this "**Note**") and the Loan Agreement (defined below).

1. **Defined Terms**. In addition to the defined terms found elsewhere in this Note, as used herein, the following definitions shall apply. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement.

(a) **Business Day:** Any day other than a Saturday, Sunday or any other day on which Lender is not open for business.

(b) **Default Rate**: A rate of ten percent (10%) per annum, compounded monthly.

(c) **Guarantor:** A person or entity, acceptable to the City, which has an economic interest in Borrower or which will otherwise obtain a material financial benefit from the Loan, and which agrees to guaranty certain obligations of Borrower under this Note, including _____ and its approved successors and assigns.

(d) **Indebtedness:** The principal of, interest on, or any other amounts due at any time under the Loan (including that evidenced by this Note), the Loan Agreement, the Mortgage or any other Loan Document, late charges, default interest, and advances to protect the security of the Mortgage under the terms of the Mortgage, reasonable attorney's fees and court costs, and other fees and costs due and payable under the Loan Documents.

(e) **Intercreditor Agreement**: That certain Intercreditor and Subordination and Standstill Agreement dated on even date herewith by and between Regions Bank, an Alabama banking corporation, the City, Louisiana Housing Corporation, and Borrower.

(f) **Interest Rate:** Prior to the occurrence of an Event of Default, the Interest Rate shall be 0.0% per annum and from and after the occurrence of an Event of Default, the principal amount shall bear interest at the Default Rate.

(g) **Lender**: The holder of this Note, including without limitation, initially, the City.

(h) **Loan:** the HOME Program loan from the City to Borrower, as evidenced by this Note.

(i) **Loan Agreement**: The Loan Agreement between Borrower and the City dated the ___ of _____, 2025 governing the terms and conditions of the Loan, as modified, amended, or supplemented from time to time in accordance with its terms.

(j) **Maturity Date**: the earliest to occur of (i) sale or refinancing of the Project not expressly permitted in the Loan Agreement; (ii) acceleration following an Event of Default under the Loan Documents that is not cured within any applicable grace or cure period; or (iii) 45-year project term from completion (also known as the period of affordability), and in all events no later than December 31, 2070.

(k) **Mortgage**: The Act of Leasehold Mortgage, Pledge of Leases and Rents, and Security Agreement by the Borrower in favor of the City.

(l) **Property Jurisdiction**: The State of Louisiana.

(m) **Surplus Cash**: any cash (excluding tenant security deposits) remaining at the end of each fiscal year of the Borrower after: (A) payment of all reasonable operating expenses for the Project for such fiscal year and (B) payment of all amounts required to be deposited into any reserve fund for the payment of operating expenses, any reserve for replacements to the Project, or any other special reserve funds required to be maintained by Borrower under the Senior Loan Documents (as such term is defined in the Intercreditor Agreement), the Loan Documents or Borrower's operating agreement; (C) payment of all sums due or currently required to be paid under the terms of any Senior Loan; and (D) payment of asset management fees to investor member in an amount equal to $7,725 plus 2% annual increases. Surplus Cash will be computed by the Borrower's accountant (or such other representative of Borrower tasked with such computation), generally in accordance with HUD's requirements for calculating Surplus Cash in HUD's multifamily programs. The accountant's computation of Surplus Cash shall be included in the annual audited financial statements of the Project and will be subject to the City's review and concurrence. Repayment of operating deficit loans/advances made to the Borrower as required under the Senior Loan Documents or Borrower's amended and restated operating agreement shall be repaid from Surplus Cash after all required payments to the City have been made. Repayment of all other voluntary operating deficit loans/advances shall not be considered as reasonable operating expenses for the purpose of calculating Surplus Cash unless Borrower shall have received approval from the City of (1) the amount and terms of the voluntary operating deficit loan/advance prior to the time made, and (2) treatment of the repayment of voluntary operating deficit loan/advance as reasonable operating expenses for the purpose of calculating Surplus Cash.

Permanent Financing Cashflow. After the Borrower has converted the Senior Loan to permanent financing , it shall apply all Net Cash Flow from the Project, defined as the gross rents, revenues, and other proceeds from the operation of the Project, less (i) the debt service payments on the Senior Loan; (ii) the reasonable operating expenses of the Project (iii) the reserves required by the Senior Loan; (iv) tax credit adjustment and tax liability payment due to the Investor Member; (v) the investor services fee payable to the Investor Member and (vi) the deferred developer fee in the order established in the Amended and Restated Operating Agreement of the Company.

2. **Address for Payment**. All payments due under this Note shall be payable to the order of the City at the Office of Community Development, 1340 Poydras Street, Suite 1000, New Orleans, LA 70112, or such other place as may be designated by written notice to Borrower from the City, or such other place as may be designated by written notice to Borrower from or on behalf of Lender.

3. **Payment of Principal and Interest**. Principal and interest shall be paid as follows:

(a) **Interest Computation**. Interest under this Note shall be computed on the basis of a 360 day year consisting of twelve 30-day months.

(b) **Annual Installments; Place of Payment.** The Loan shall be repaid in annual installments (each, an "**Annual Installment**") on or before April 1 (the "**Payment Date**") of each calendar year of the Project Term (the "**Payment Date**") in an amount equal to the second 50% of Surplus Cash. Loan will become due upon the earlier of (a) the Maturity Date of the senior loan; (b) sale or refinancing of the property; or (c) acceleration as the result of material noncompliance with the terms of the Loan. Payments shall be made in immediately available US funds to the order of the City at the Office of Community Development, 1340 Poydras Street, Suite 1000, New Orleans, LA 70112, or such other place as may be designated by written notice to Borrower from or on behalf of the City.

(c) **Payment from Surplus Cash.** Each Annual Installment shall be paid solely from Surplus Cash to the extent Surplus Cash is generated from the operation of the Project. The amount of each Annual Installment shall be equal to the second 50% of Surplus Cash, in accordance with the Payment Schedule. Notwithstanding the requirement of repayment from Surplus Cash, the Loan shall not be construed as a joint venture, partnership or other association between Borrower and the City, other than a debtor/creditor relationship. The City's right to be paid from Surplus Cash shall terminate at such time as the lesser of 15 years or until principal and interest amounts due on the Note are paid in full. If Surplus Cash is negative in any year during the Project Term of the Loan, no Annual Installment shall be due for that year, but interest, if any, shall continue to accrue at the Interest Rate on the principal balance of the Note.

4. **Application of Payments**. If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Borrower agrees that neither Lender's acceptance of a payment from Borrower in an amount that is less than all amounts then due and payable nor Lender's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

5. **Security**. The Indebtedness is also evidenced by the Loan Agreement, and secured, among other things, by the Mortgage, and reference is made to the Mortgage for other rights of Lender concerning the collateral for the Indebtedness. All of the terms, covenants and conditions contained in the Loan Agreement, the Mortgage and the other Loan Documents are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event of a conflict or inconsistency between the terms of this Note and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern.

6. **Acceleration**. If an Event of Default has occurred and is continuing, the entire unpaid principal balance, any accrued interest and all other amounts payable under this Note and any other Loan Document shall at once become due and payable, at the option of Lender, without any prior notice to Borrower. Lender may exercise this option to accelerate regardless of any prior forbearance.

7. **Late Charge**. If any amount payable under this Note or under the Mortgage or any other Loan Document is not received by Lender within ten (10) days after the date such amount is due, counting from and including the date such amount is due, Borrower shall pay to Lender, immediately and without demand by Lender, a late charge equal to five percent (5%) of such amount due. Borrower acknowledges that its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the late charge payable pursuant to this Paragraph represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional expenses

Lender will incur by reason of such late payment. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate pursuant to Paragraph 8.

8. **Default Rate**. From and after the date of an occurrence of an Event of Default, the principal amount of this Note shall bear interest at the Default Rate. Not in limitation of the foregoing, if the unpaid principal balance and all accrued interest are not paid in full upon demand after an Event of Default, the unpaid principal balance and all accrued interest shall bear interest from the date of demand at the Default Rate. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of the Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

9. **Prepayments**. Borrower may prepay this Note in whole or in part with or without notice to Lender and without prepayment penalty.

10. **Costs and Expenses**. Borrower shall pay on demand all reasonable expenses and costs, including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses and costs of investigation, actually incurred by Lender as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of any of the other Loan Documents, including those actually incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding.

11. **Forbearance**. Any forbearance by Lender in exercising any right or remedy under this Note, the Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any security for Borrower's obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

12. **Waivers**. Presentment, demand for payment, notice of nonpayment, notice of dishonor, notice of protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Borrower, for and on behalf of itself and each Guarantor, and all endorsers and guarantors of this Note and all other third party obligors or others who may become liable for the payment of all or any part of the Indebtedness.

13. **Loan Charges**. Borrower agrees to pay an effective rate of interest equal to the sum of the interest rate provided for in this Note and any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the loan evidenced by this Note and any other fees or amounts to be paid by Borrower pursuant to any of the other Loan Documents. Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together

with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the term of the Note.

14. **Commercial Purpose**. Borrower represents that the Indebtedness is being incurred by Borrower solely for the purpose of carrying on a business or commercial enterprise, and not for agricultural, personal, family, or household purposes.

15. **Counting of Days**. Except where otherwise specifically provided, any reference in this Note to a period of "days" means calendar days, not Business Days.

16. **Governing Law**. This Note shall be governed by the law of the Property Jurisdiction.

17. **Captions**. The captions of the paragraphs of this Note are for convenience only and shall be disregarded in construing this Note.

18. **Notices**. All notices, demands, and other communications required or permitted to be given by Lender to Borrower pursuant to this Note shall be given in accordance with the notice section of the Loan Agreement.

19. **Consent to Jurisdiction and Venue**. Borrower and each Guarantor each agree that any controversy arising under or in relation to this Note shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Note. Borrower and each Guarantor each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

20. **Solidary Liability**. If more than one person or entity executes this note as borrower, the obligations and liabilities of each such person and entity hereunder shall be solidary and in solido.

21. **Receipt of Loan Documents.** Borrower acknowledges receipt of a copy of each of the Loan Documents.

22. **Non-Recourse Language.** Neither Borrower nor any officer, employee, member or partner of Borrower shall be personally liable for the payment of the indebtedness evidenced by this Note, the Mortgage, the Loan Agreement or any other loan documents, and any judgment or decree in any action brought to enforce the obligation of Borrower to pay the indebtedness will be enforceable against Borrower and the officers, employees or partners of Borrower, if any, only to the extent of Borrower's interest in the Property and any improvements thereon or any other collateral pledged, encumbered, or otherwise covered by the loan documents. Any judgment or decree will not be subject to execution, or be a lien, on the assets

of the Borrower and the partners in Borrower, if any, other than Borrower's interest in the Project and any other collateral pledged, encumbered, or otherwise covered by the loan documents

23. **Right to Cure.** Notwithstanding anything to the contrary contained in this Note or the Mortgage securing it, Borrower's Investor Member shall have the right, but not the obligation, to cure defaults of Borrower.

24. Intercreditor Agreement; Subordination. Notwithstanding anything contained in this Note, Lender acknowledges and agrees that its rights and any and all exercise of its remedies pursuant to this Note shall be subject to the terms and conditions of the Intercreditor Agreement. Further, the indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the Senior Lender as more fully described in the Intercreditor Agreement. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Loan Mortgage as more fully described in the Intercreditor Agreement.

[END OF DOCUMENT - SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Borrower has signed and delivered this Note or has caused this Note to be signed and delivered by its duly authorized representative.

BORROWER:

BW COOPER SENIOR, L.L.C.,
a Louisiana limited liability company

By: BW Cooper Senior Manager, L.L.C.
Its: Managing Member

By: _____
Name: Carmen Chubb
Its: Authorized Representative

By: _____
Name: Terri B. North
Its: Authorized Representative

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This contract will supply affordable housing in the Mid-City area. There will be one-hundred three (103) affordable units, for this rental housing activity

2. **The parties involved:** City of New Orleans Office of Housing Policy & Office of Community Development and BW Cooper Senior, L.L.C.

3. **The obligations, expectations, and deliverables of the parties involved:** BW Cooper Senior, L.L.C. has been award General Obligation Bond Funds 2. by the City Department mentioned above . The organization will newly construct housing units. There will be a total of 103 units in the development, and all the units will be funded by the City of New Orleans .

4. **The duration of the contract:**

5. **The cost and any fiscal implications of the contract for the City:** $4,065,000.00 in the City's General Obligation Bond Funds 2.

6. **Describe disadvantaged business enterprise (DBE) participation:** Office of Supplier Diversity issued a DBE Validation for BW Cooper Senior, L.L.C. The bidder/respondent did meet the goal, and did demonstrate the required minimum good faith efforts to meet the goal. The Organizations DBE Commitment at this time is 35%.

Reference: Council Rule 57 & City Code Section 70-10

LaToya Cantrell
Mayor

Dichelle Williams
Executive Director

DEPARTMENT OF HUMAN SERVICES JUVENILE JUSTICE INTERVENTION CENTER
CITY OF NEW ORLEANS

October 17, 2025

Ms. Lora W. Johnson
Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract with Manning Family Children's Hospital

Dear Madame Clerk:

Pursuant to Rule 57, please find attached a proposed agreement between the City of New Orleans and Manning Family Children's Hospital and a completed contract summary form.

Respectfully submitted,

Dichelle Williams, Executive Director
dlwilliams@nola.gov
Juvenile Justice Intervention Center

Attachments: Contract summary form, contract, motion

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

MANNING FAMILY CHILDREN'S HOSPITAL

RFP No. 4492 | Medical And Behavioral Health Services

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Manning Family Children's Hospital, represented by Lucio Fragoso, President & CEO (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of November 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on July 31, 2025, the City issued Request for Proposals number 4492 seeking qualified persons to provide professional services including Medical and Behavioral Health Services to the New Orleans Juvenile Justice Intervention Center (the "**RFP**"); and

WHEREAS, the Contractor submitted a proposal dated September 4, 2025, and the City has selected the Contractor to perform the professional services described in the RFP;

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services*.** The Contractor will, in accordance with the schedule approved by the City:

1. Maintain 24-hour medical staffing and on-call behavioral health support.

2. Provide routine primary and preventative care, urgent sick and episodic care, and emergency medical care on-site as needed 24 hours per day / 7 days per week.

3. Conduct intake screenings and health assessments within 24 hours of detainee admission.

4. Deliver ongoing mental health evaluations, therapeutic interventions, and substance use screenings.

5. Prescribe and administer medications, including psychotropic medications, with proper monitoring.

6. Maintain detailed medical records in compliance with HIPAA and juvenile justice regulations.

7. Collaborate with JJIC staff, families, courts, and external providers to coordinate care and discharge planning.

8. Provide telehealth integration, dental screenings, community-based referrals, and family therapy supports.

9. Scale services based on facility population and evolving youth needs.

10. Administration of age-appropriate and as-needed vaccinations and immunizations;

11. Medical consultation and follow-up as needed from the on-site medical clinic with 24 hours/day, 7 days/week on-call coverage.

12. Review laboratory results within twelve (12) hours of receipt by nursing staff.

13. Review all youth medication records for evaluation of medication use and make modifications to medication regimes if necessary.

14. Review accuracy of medication administration on an ongoing basis.

15. Review daily sick call logs for appropriateness of disposition and care.

16. Review and approve all health appraisals conducted by the nursing staff within five days of arrival.

17. Ensure continuation of services through the provision of back-up coverage by physicians or nurse practitioners licensed by the state of Louisiana.

18. Provide nursing re-assessment of youth when needed and refer for medical evaluation when appropriate.

19. Provide routine checks on all residential units for medical issues and response to sick call requests.

20. Order, collect, and process laboratory specimens as ordered by the medical provider.

21. Review laboratory results and report findings as appropriate.

22. Daily distribution of allergy list throughout the facility.

23. Provide psychotherapy and counseling in individual, family, and group modalities to support and enhance the treatment goals of the youth placed in secure confinement at the facility.

24. Maintaining clear lines of communication with the residential and Travis Hill School staff.

25. Consult with JJIC leadership prior to the hiring of any staff member.

26. Provide evidence-based psychotherapy for youth presenting with mental illnesses.

27. Conduct assessments on youth as indicated and follow-up with youth as needed.

28. Assist with school requested Functional Behavioral Assessments and Behavior Intervention Plans.

29. Attend student IEP meetings as requested.

30. Participate in classification decisions with the goal of maintaining a rehabilitative environment in each of the living units.

31. Oversight of specific unit/pods that house youth with life-threatening medical or mental health conditions.

32. Provide case consultation and case supervision to JJIC social work staff;

33. Be available to families during visitation.

34. Prepare written summaries to a court of law as requested.

35. Intervene in clinical crisis incidents as per facility protocol;

36. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFQ AND/OR RFP; the Contractor's proposal dated September 4, 2025.

37. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

38. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

39. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

40. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

41. Cooperate with the City and any person performing work for the City.

B. ***Standards*.** The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with Louisiana Detention Standards, the Louisiana Department of Health, the Joint Commission Accreditation of Healthcare Organization (JCAHO), the Louisiana State Board of Nursing, Louisiana State Board of Social Work, and Louisiana State Board of Medical Examiners.

C. ***Compliance with Laws*.** The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), the Civil Rights of Institutionalized Persons Act (CRIPA), and Louisiana Children's Code Article 610 (Mandated Reporter).

D. ***Schedule*.**

1. The Contractor will perform all work under this Agreement according to the following schedule: All operations shall commence on November 1, 2025.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. ***Invoices*.**

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period

covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, City Civil Service);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. ***Records and Reporting*.**

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of ten years from: (**a**) the completion of this Agreement (including any renewal or extension periods); or (**b**) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. ***Audit and Inspection*.**

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with

such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. *Insurance*.

1. The Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

2. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

3. Insurance Requirements:

a. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

b. Commercial General Liability Insurance includes contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

c. Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

d. Professional Liability Insurance - As professional services are required under the contract, insurance is appropriate to the contractor's profession, with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

e. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

f. Contractors shall be able to meet the above-mentioned specific policy limits of liability through a combination of primary and umbrella /excess coverage.

4. Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any claims, liability and/or losses incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

5. Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are

to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

6. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail or e-mail to (User Department Mailing Address), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

7. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

8. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respect for the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors' coverage.

9. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

10. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

11. Notice of Cancellation: Each insurance policy required above shall not be canceled, expired, or altered except without prior notice to the City of no less than 30 days.

12. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

13. Notice: Upon request the Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112-Ref.: CEA) the following documents, within 10 calendar days:

14. Copies of all insurance policies, including all policies, forms, and endorsements:

15. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

16. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurance coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

I. ***Indemnity*.**

1. ***In general.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (**a**) defend the City from or (**b**) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (**i**) the allegations are or may be groundless, false, or fraudulent; or (**ii**) the Contractor is ultimately absolved from liability.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. ***Convicted Felon Statement*****.** The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. ***Non-Solicitation Statement*****.** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. ***Employee Verification*****.** The Contractor swears that: (**i**) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (**ii**) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (**iii**) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (**i**) and (**ii**) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration*****.** The City will:

1. Administer this Agreement through the Juvenile Justice Intervention Center ("**JJIC**" or else, the "**Department**");

2. Provide the Contractor with any documents necessary for the Contractor's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. ***Payment*****.** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (**a**) submission of complete and accurate invoices; and (**b**) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. ***Rate of Compensation*****.**

1. The City will pay the Contractor in accordance with the following rate: **See Exhibit A**.

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes

within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. ***Maximum Amount*.** The maximum aggregate amount payable by the City under this Agreement is **$1,737,844.73**.

ARTICLE V - DURATION AND TERMINATION

A. ***Initial Term*.** The term of this Agreement shall be for fourteen (14) months, beginning on the Effective Date through December 31, 2026, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. ***Extension*.** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for three (3) additional one-year terms and one (1) additional ten-month term.

C. ***Termination for Convenience*.** The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. ***Termination for Non-Appropriation*.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. ***Termination for Cause*.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. ***Suspension*.** Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VI – DECLARED DISASTER

A. ***Declaration*.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven

basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours per day/7 days per week) during the declaration of an emergency.

B. ***Task Order. Notification and Personnel.*** Prior to or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. ***Purchase Order.*** Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional need for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. ***Timely Documentation.*** The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform.*** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VIII – LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage*.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows: $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. ***Adjusted Living Wage*.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2026 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements*.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. ***Reporting*.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. ***Compliance Monitoring*.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies*.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. ***In General*.** The Contractor agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the

administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. ***Monitoring*****.** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all subcontractors;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. ***Cooperation*****.** The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

a. Execute written contracts with DBE Entities that meet the applicable DBE goals.

b. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.

c. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

2. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

3. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

4. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification*****.** The OSD may grant a post-award modification request if:

1. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

2. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*****.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (**1**) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (**2**) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall

apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination*****.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (**1**) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (**2**) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts*****.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. ***Termination for Breach*****.** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status*****.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. ***Exclusion of Worker's Compensation Coverage*****.** The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage*****.** The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (**a**) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (**b**) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (**c**) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits*.** The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII – FORCE MAJEURE

A. ***Event*.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice*.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (**1**) an event triggering this Article has occurred; (**2**) the anticipated effect of the Force Majeure event on performance; and (**3**) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect*.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - NOTICE

A. ***In General*.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

B. To the City:

Juvenile Justice Intervention Center

1100-A Milton St.
New Orleans, LA 70122

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

C. To the Contractor:

Emily Wolff
Vice President, Community Impact
Manning Family Children's
200 Henry Clay Avenue
New Orleans, LA 70118-5798

D. ***Effectiveness*****.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

E. ***Notification of Change*****.** Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. ***Amendment*****.** The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. ***Assignment*****.** This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. ***Choice of Law*****.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. ***Compliance with City's Hiring Requirements – Ban the Box*****.**

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. ***Conflicting Employment.*** To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. ***Construction of Agreement.*** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. ***Entire Agreement.*** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. ***Exhibits.*** The following exhibits will be and are incorporated into this Agreement: **Exhibit "A"** (Compensation Structure).

J. ***Jurisdiction.*** The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

K. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement, any incorporated documents, or expressly imposed by law.

L. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this

Agreement.

M. ***Non-Exclusivity*****.** This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. ***Non-Waiver*****.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

O. ***Ownership Interest Disclosure*****.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

P. ***Ownership of Records*****.** Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

Q. ***Prohibition of Financial Interest in Agreement*****.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

R. ***Prohibition on Political Activity*****.** None of the funds, materials, property, or services

provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

S. ***Remedies Cumulative*****.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

T. ***Severability*****.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

U. ***Subcontractor Reporting*****.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

V. ***Survival of Certain Provisions*****.** All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. ***Terms Binding*****.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ day of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

MANNING FAMILY CHILDREN'S HOSPITAL

BY: _____
LUCIO FRAGOSO, PRESIDENT & CEO

_____
FEDERAL TAX I.D. *OR* SOCIAL SECURITY NO.

[EXHIBIT "A" CONTAINED ON NEXT PAGE]

EXHIBIT "A"

Compensation Structure

Medical - Cost Proposal (Yearly)

Position	Base	FTE	Base (Adj)	Benefits 25% of Adj. Base Salary	Total Yearly: Adj Base + Benefits
Medical Director	$ 295,200.00	0.1	$ 29,520.00	$ 7,380.00	$ 36,900.00
Nurse Practitioner	$ 127,920.00	0.3	$ 38,376.00	$ 9,594.00	$ 47,970.00
Medical Call Coverage	$ 115,000.00	0.3	$ 34,500.00	$ 8,625.00	$ 43,125.00
RN/Nurse Manager	$ 88,254.00	1.0	$ 88,254.00	$ 22,063.50	$ 110,317.50
RN	$ 93,808.00	0.9	$ 84,427.20	$ 21,106.80	$ 105,534.00
RN	$ 91,676.00	0.9	$ 82,508.40	$ 20,627.10	$ 103,135.50
RN	$ 87,412.00	0.9	$ 78,670.80	$ 19,667.70	$ 98,338.50
RN	$ 93,808.00	0.2	$ 18,761.60	$ 4,690.40	$ 23,452.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
LPN	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
LPN	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
RN/LPN - To Be Hired	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
RN/LPN - To Be Hired	$ 49,668.43	0.2	$ 9,933.69	$ 2,483.42	$ 12,417.11
				Total	**$ 808,100.56**

Behavioral - Cost Proposal (Yearly)

Position	Base	FTE	Base (Adj)	Benefits 25% of Adj. Base Salary	Total Yearly: Adj Base + Benefits
Psychiatrist	$ 425,000.00	0.75	$ 318,750.00	$ 79,687.50	$ 398,437.50
Senior LCSW	$ 82,950.40	1.0	$ 82,950.40	$ 20,737.60	$ 103,688.00
LCSW	$ 64,842.75	1.0	$ 64,842.75	$ 16,210.69	$ 81,053.44
				Total	**$ 583,178.94**

Item Totals	Monthly	Yearly
Medical Services	$ 67,341.71	$ 808,100.56
Behavioral Health	$ 48,598.24	$ 583,178.94
Supplies/Rx/Misc Exp	$ 1,000.00	$ 12,000.00
Indirect Costs @ 6.15%	$ 7,191.81	$ 86,301.69
Total	**$ 124,131.7**	**$ 1,489,581.19**

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This contract will supply affordable housing in the Mid-City area. There will be one-hundred three (103) affordable units, for this rental housing activity

2. **The parties involved:** City of New Orleans Office of Housing Policy & Office of Community Development and BW Cooper Senior, L.L.C.

3. **The obligations, expectations, and deliverables of the parties involved:** BW Cooper Senior, L.L.C. has been award General Obligation Bond Funds 2. by the City Department mentioned above . The organization will newly construct housing units. There will be a total of 103 units in the development, and all the units will be funded by the City of New Orleans .

4. **The duration of the contract:**

5. **The cost and any fiscal implications of the contract for the City:** $4,065,000.00 in the City's General Obligation Bond Funds 2.

6. **Describe disadvantaged business enterprise (DBE) participation:** Office of Supplier Diversity issued a DBE Validation for BW Cooper Senior, L.L.C. The bidder/respondent did meet the goal, and did demonstrate the required minimum good faith efforts to meet the goal. The Organizations DBE Commitment at this time is 35%.

Reference: Council Rule 57 & City Code Section 70-10

DEPARTMENT OF HEALTH
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GILBERT MONTAÑO
CHIEF ADMINISTRATIVE OFFICER

JENNIFER AVEGNO, MD
DIRECTOR OF HEALTH

October 3rd, 2025

Ms. Aisha R. Collier
Assistant Clerk of Council
City Hall – Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Monthly Reporting regarding Section 82-703

Dear Ms. Collier,

Please find enclosed the September 2025 documentation of all encampment clean-up efforts as required by Section 82-703.

Sincerely,

Jennifer Avegno, MD
Director of Health, City of New Orleans

Results of Encampment Cleaning Events

Notice Date: 9/09/2025

Areas Receiving Notice: 4
Cleanup Date: 9/10/2025

Cleanup Start Time: 07:20 AM **Cleanup End Time:** 9:20 AM
Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: North Claiborne and St. Ferdinand, Claiborne and Canal, Claiborne between Tulane and Gravier

Staff Present:

NOHD: 2
NOPD: 5
Sanitation: 12
OCD: 1
UNITY: 0
Other Agencies: 2 (Mayor's Office of Homeless Services)

	District A	District B	District C	District D	District E
Number of Camps Cleaned		3		1	
Number of Individuals Present at Camps		6		1	
Vulnerable Individuals (children, disabled, pregnant women)		0		1	
Domesticated Animals Present		No		No	
Arrests in District		No		No	
Response to Medical Issue/Death		No		No	
Voluntary Storage Offered		N/A		N/A	
Voluntary Storage Accepted		N/A		N/A	
Post-remediation Notices		N/A		N/A	
Storage Details		N/A		N/A	
Other		Removed multiple abandoned tents and built structures.		Large campsite at Claiborne and St. Ferdinand. Removed multiple mattresses and a built structure.	

Results of Encampment Cleaning Events

Notice Date: 9/16/2025
Areas Receiving Notice: 2
Cleanup Date: 9/17/2025

Cleanup Start Time: 07:15 AM **Cleanup End Time:** 9:50 AM
Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: 800 block of N Derbigny, Calliope and Oretha Castle Haley Blvd

Staff Present:

NOHD: 2
NOPD: 5
Sanitation: 12
OCD: 1
UNITY: 0
Other Agencies: 1 (Mayor's Office of Homeless Services)

	District A	District B	District C	District D	District E
Number of Camps Cleaned		1		1	
Number of Individuals Present at Camps		5		3	
Vulnerable Individuals (children, disabled, pregnant women)		0		0	
Domesticated Animals Present		No		No	
Arrests in District		No		No	
Response to Medical Issue/Death		No		No	
Voluntary Storage Offered		N/A		N/A	
Voluntary Storage Accepted		N/A		N/A	
Post-remediation Notices		N/A		N/A	
Storage Details		N/A		N/A	
Other		Removed multiple tents, built structures, and pieces of furniture.		Large partially abandoned encampment. Removed two garbage trucks worth of trash and debris.	

Results of Encampment Cleaning Events

Notice Date: 9/23/2025
Areas Receiving Notice: 2
Cleanup Date: 9/24/2025

Cleanup Start Time: 08:00 AM **Cleanup End Time:** 8:35 AM
Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: 2300 block Willow Street, Canal and Claiborne

Staff Present:
NOHD: 1
NOPD: 1
Sanitation: 10
OCD: 0
UNITY: 0
Other Agencies: 1 (Mayor's Office of Homeless Services)

	District A	District B	District C	District D	District E
Number of Camps Cleaned		2			
Number of Individuals Present at Camps		2			
Vulnerable Individuals (children, disabled, pregnant women)		0			
Domesticated Animals Present		No			
Arrests in District		No			
Response to Medical Issue/Death		No			
Voluntary Storage Offered		N/A			
Voluntary Storage Accepted		N/A			
Post-remediation Notices		N/A			
Storage Details		N/A			
Other					

DEPARTMENT OF FINANCE

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROMY S. SAMUEL
DIRECTOR OF FINANCE

October 6, 2025

Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

RE: Monthly Outstanding Invoice Report as of 9/30/25

In accordance with Ordinance 34,379, attached please find a report of all invoices as of 9/30/25.

Please add to October 23, 2025 City Council Agenda.

Sincerely,

Romy S. Samuel
Director of Finance

Department	Description	Vendor
2010	Council Central Office	326
2010	Council Central Office	326
4599	Capital - Property Management	7327
2010	Council Central Office	326
2010	Council Central Office	357
2010	Council Central Office	357
2010	Council Central Office	409
2010	Council Central Office	436
2010	Council Central Office	436
2010	Council Central Office	445
2010	Council Central Office	445
2010	Council Central Office	445
2010	Council Central Office	494
2010	Council Central Office	1594
2010	Council Central Office	1594
2010	Council Central Office	1956
2010	Council Central Office	2275
2010	Council Central Office	2275
2010	Council Central Office	2275
2010	Council Central Office	4415
2010	Council Central Office	4415
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	4623
4599	Capital - Property Management	4623
		2
		4388
		5778
BAL	Balance Sheet	2
2010	Council Central Office	4415
2251	Capital - CAO	1689
2010	Council Central Office	4415

2010	Council Central Office	4415
2010	Council Central Office	4415
2010	Council Central Office	4425
4047	Non Operating Debt Service	1619
2010	Council Central Office	4425
2010	Council Central Office	4425
2010	Council Central Office	4807
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5559
2010	Council Central Office	5559
2010	Council Central Office	5559
2010	Council Central Office	7683
2011	Council at Large 1	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2013	City Council District A	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2015	City Council District C	409
2016	City Council District D	4415
2016	City Council District D	4415
2016	City Council District D	4415
2020	Clerk of City Council	67
2020	Clerk of City Council	445
2020	Clerk of City Council	4025
2020	Clerk of City Council	4415
2020	Clerk of City Council	4415
2040	City Council Fiscal Office	4415
2050	Utility Regulatory and Energy	326
2050	Utility Regulatory and Energy	326
2050	Utility Regulatory and Energy	4415
2050	Utility Regulatory and Energy	5122
2050	Utility Regulatory and Energy	6377
2050	Utility Regulatory and Energy	6377

2050	Utility Regulatory and Energy	6983
2080	Annual Audit	7797
2080	Annual Audit	7797
2101	Mayor's Office	31
2101	Mayor's Office	445
2101	Mayor's Office	494
2101	Mayor's Office	843
2101	Mayor's Office	1252
2101	Mayor's Office	4025
2101	Mayor's Office	4611
2101	Mayor's Office	4807
2101	Mayor's Office	5331
2107	Office of Human Rights & Equity	445
2107	Office of Human Rights & Equity	7705
2107	Office of Human Rights & Equity	7705
2107	Office of Human Rights & Equity	7710
2112	Intergovernmental Relations	160
2112	Intergovernmental Relations	445
2112	Intergovernmental Relations	529
2112	Intergovernmental Relations	1328
2112	Intergovernmental Relations	4025
2112	Intergovernmental Relations	4477
2112	Intergovernmental Relations	4611
2112	Intergovernmental Relations	4611
2112	Intergovernmental Relations	5033
2115	Communications	5564
2115	Communications	5564
2119	Hazard Mitigation	6141
2119	Hazard Mitigation	6261
2119	Hazard Mitigation	6434
2119	Hazard Mitigation	6810
2119	Hazard Mitigation	6853
2119	Hazard Mitigation	6893
2119	Hazard Mitigation	7116
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	160
2120	Public Safety Support	327
2120	Public Safety Support	529
2120	Public Safety Support	529

2120	Public Safety Support	535
2120	Public Safety Support	772
2120	Public Safety Support	1043
2120	Public Safety Support	1043
2120	Public Safety Support	1945
2120	Public Safety Support	3058
2120	Public Safety Support	3058
2120	Public Safety Support	4477
2120	Public Safety Support	4477
2120	Public Safety Support	4477
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	5161
2120	Public Safety Support	6340
2120	Public Safety Support	6426
2120	Public Safety Support	6426
2124	Federal Homeland Security	772
2124	Federal Homeland Security	1043
2124	Federal Homeland Security	4477
2124	Federal Homeland Security	4477
2124	Federal Homeland Security	4868
2127	Commissioner of Criminal Justice	399
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	494
2127	Commissioner of Criminal Justice	2335
2127	Commissioner of Criminal Justice	3972
2127	Commissioner of Criminal Justice	4515
2127	Commissioner of Criminal Justice	4611
2127	Commissioner of Criminal Justice	4611
2127	Commissioner of Criminal Justice	5331
2127	Commissioner of Criminal Justice	6404
2127	Commissioner of Criminal Justice	7653
2127	Commissioner of Criminal Justice	7880
2130	Office of Homeland Security	357
2130	Office of Homeland Security	494
2130	Office of Homeland Security	494
2130	Office of Homeland Security	535
2130	Office of Homeland Security	4477
2130	Office of Homeland Security	5564
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793

2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	7071
2132	Economic Development	7402
2132	Economic Development	7462
2132	Economic Development	7686
2132	Economic Development	7686
2132	Economic Development	7686
2136	Office of Cultural Economy	1252
2136	Office of Cultural Economy	1252
2136	Office of Cultural Economy	4492
2138	Office of Nighttime Economy	5150
2142	Office of Resilience and Sustainability	445
2142	Office of Resilience and Sustainability	1040
2142	Office of Resilience and Sustainability	1040
2142	Office of Resilience and Sustainability	2357
2142	Office of Resilience and Sustainability	2958
2142	Office of Resilience and Sustainability	6516
2142	Office of Resilience and Sustainability	7516
2142	Office of Resilience and Sustainability	7516
2142	Office of Resilience and Sustainability	7744
2165	Office of Youth and Families	178
2165	Office of Youth and Families	178
2165	Office of Youth and Families	1252
2165	Office of Youth and Families	1252
2165	Office of Youth and Families	1752
2165	Office of Youth and Families	1752
6299	Capital - Parks and Parkway	302
2165	Office of Youth and Families	4634
2166	Homeless Programs & Strategy	157
2166	Homeless Programs & Strategy	178
2166	Homeless Programs & Strategy	178
2166	Homeless Programs & Strategy	445
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	3167
2166	Homeless Programs & Strategy	3556
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4516

2166	Homeless Programs & Strategy	4516
2176	Office of Neighborhood Engagement	445
2176	Office of Neighborhood Engagement	445
2176	Office of Neighborhood Engagement	1252
2176	Office of Neighborhood Engagement	1252
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	7547
2176	Office of Neighborhood Engagement	7560
2176	Office of Neighborhood Engagement	7871
2178	Supplier Diversity	1252
2178	Supplier Diversity	1252
2181	Mayor's Office Miscellaneous Donations	7220
2188	Grant Operations - Mayor's Office	4477
2188	Grant Operations - Mayor's Office	4477
2188	Grant Operations - Mayor's Office	7851
2188	Grant Operations - Mayor's Office	7862
2193	Ceasefire	2335
2193	Ceasefire	2335
2215	Executive Office	160
2215	Executive Office	160
2215	Executive Office	236
2215	Executive Office	432
6899	Capital - Mosquito Control	6019
2215	Executive Office	486
2215	Executive Office	529
2215	Executive Office	535
2215	Executive Office	569
2215	Executive Office	1043
2215	Executive Office	1043
2215	Executive Office	1392
2215	Executive Office	2324
2252	Stormwater and Green Infrastructure	3857
2215	Executive Office	3924
2215	Executive Office	4025
2215	Executive Office	4415
2251	Capital - CAO	236
2215	Executive Office	4415
2215	Executive Office	4415
2215	Executive Office	5559
2215	Executive Office	6082
2215	Executive Office	6092
2215	Executive Office	6092
2215	Executive Office	6092
2215	Executive Office	6092

2215	Executive Office	6092
2215	Executive Office	6127
2215	Executive Office	6161
2215	Executive Office	6432
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6473
2215	Executive Office	6473
2215	Executive Office	6474
2215	Executive Office	6708
2215	Executive Office	6726
2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6760
2215	Executive Office	6875
2215	Executive Office	6934
2215	Executive Office	7189
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3679	Emergency Medical Service Admin	5036
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3696	Emergency Medical Service Logi	1945
3696	Emergency Medical Service Logi	2205
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4081	Employees Retirement System	445

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4801	Civil Service Director's Office	28
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5003	Grounds Transportation	772
5003	Grounds Transportation	2015
5003	Grounds Transportation	7637
5099	Capital - Streets	6701
5110	Right of Way Management	1273
5110	Right of Way Management	1273
5110	Right of Way Management	4003
5110	Right of Way Management	7328
5110	Right of Way Management	7470
5112	Dedicated Millage	302
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5252	Traffic Sign Shop	4868
5252	Traffic Sign Shop	4868
5253	Signal Shop	319
5253	Signal Shop	4467
5253	Signal Shop	4612
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5253	Signal Shop	5096
5356	Ticket Writing Section	742
5356	Ticket Writing Section	6164
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5358	Towing and Impoundment	59
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6201	Superintendent's Office	692
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6221	Parkways Administration	160
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6224	Grass Cutting	442
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6224	Grass Cutting	442
6224	Grass Cutting	1789
6224	Grass Cutting	6991
6241	Tree Trimming	692
6241	Tree Trimming	692
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6251	Joe Bartholomew Golf Course	69
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6501	Vieux Carre Commission	445
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7017	Miscellaneous Risk Mangement	6760
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7101	Office of Inspector General	494
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7103	Independent Police Monitor	160
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7115	Mayor'S Summer Youth Program	347
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7120	Reserves Police Consent Decree	1810
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7245	Tax Increment Financing (Tif)	1613
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7288	Grant Operations - Workforce Investment	157
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7703	Municipal Participation Grant Lll	360
7705	Municipal Participation Grant V	1086
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7706	Municipal Participation Grant VI	569
7707	Municipal Participation Grant Vll	4388
7741	Nola Youth Works Summer Program	2489
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8101	District Attorney	307
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8371	Criminal District Court Personnel	447
8501	Office Of The Sheriff	298
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8503	Parish Prison Medical	7309
8503	Parish Prison Medical	7309
8620	Clerk Pre-Court	305
8620	Clerk Pre-Court	305
8620	Clerk Pre-Court	347
8751	Registrar of Voters	445
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8751	Registrar of Voters	4826
8910	New Orleans Aviation Board	6416

Vendor Name
CDW Government LLC
CDW Government LLC
OpenGov
CDW Government LLC
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
HON Company
Thomson Reuters
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Hammerman & Gainer
Hammerman & Gainer
Merchants Automotive Group, In
Coca Cola Bottling Company Un
Coca Cola Bottling Company Un
Coca Cola Bottling Company Un
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
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VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
NANO LLC
NANO LLC
Employee Expense
TOTAL COMMUNITY ACTION INC
CaseWare
Employee Expense
LOUISIANA OFFICE PRODUCTS
Presidio Networked Solutions
LOUISIANA OFFICE PRODUCTS

LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
AL'S PEST CONTROL SERVICE INC.
STATE OF LOUISIANA OFFICE OF F
AL'S PEST CONTROL SERVICE INC.
AL'S PEST CONTROL SERVICE INC.
Car Wash Blues, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Metropolis Technologies, Inc.
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
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LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
HON Company
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Rite Choice Uniforms, Inc
KYOCERA DOCUMENT SOLUTIONS
KENTWOOD SPRINGS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
CDW Government LLC
CDW Government LLC
LOUISIANA OFFICE PRODUCTS
Crescent Multimedia Solutions
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.

Budget Blinds of New Orleans
Sean M Bruno CPAs
Sean M Bruno CPAs
PENNANT SHOP INC
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
T-Mobile
Rouse's Enterprises LLC
KENTWOOD SPRINGS
GBP DIRECT, INC.
Car Wash Blues, LLC
Crescent City Coffee, LLC
KYOCERA DOCUMENT SOLUTIONS
Omicron Technology Solutions, LLC
Omicron Technology Solutions, LLC
Nine to Three LLC
Alere Toxicology Services, Inc
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
N.O.Vative Printing
KENTWOOD SPRINGS
Lagniappe Travel Services, Inc
GBP DIRECT, INC.
GBP DIRECT, INC.
Mele Printing
Deaf Action Center Interpreting Services LLC
Deaf Action Center Interpreting Services LLC
Victoria Vu
John Cardinale
Quincy Crawford
Darlene B. Reed
Jessica Alvendia
Justin Roubion
Debra A. Owens
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
Alere Toxicology Services, Inc
J.R. Poole Companies LLC
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory

Community Coffee Company, LLC
Fastenal Company
Cellco Partnership
Cellco Partnership
Supreme Developers LLC
Avexon, LLC
Avexon, LLC
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Graybar Electric
Anixter, a WESCO Co.
National Real Time Crime Center Association
National Real Time Crime Center Association
Fastenal Company
Cellco Partnership
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
W.W. Grainger, Inc.
Downtown Development District
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Ubuntu Village Nola
NEW ORLEANS FAMILY JUSTICE
Family Center of Hope Inc.
GBP DIRECT, INC.
GBP DIRECT, INC.
Crescent City Coffee, LLC
Claude's Tint Shop
National Assessment Center Association
America Wild, LLC
Kentwood Springs a Brand of DS
Cox Communications Inc
Cox Communications Inc
Community Coffee Company, LLC
Lagniappe Travel Services, Inc
Deaf Action Center Interpreting Services LLC
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling

Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Kingston Finest Masonry LLC
Renascent, Inc.
March of Dimes
Quench USA, Inc.
Quench USA, Inc.
Quench USA, Inc.
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Going Places Travel Inc
The Ella Project
KYOCERA DOCUMENT SOLUTIONS
Toole Design Group
Toole Design Group
Fuse Corps
Regal Embroidery & Gifts LLC
The Recycling Partnership Inc
Safe Streets Research & Consulting LLC
Safe Streets Research & Consulting LLC
Bywater Branding Services
Pigeon Catering, Inc
Pigeon Catering, Inc
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Agenda for Children
Agenda for Children
Truck and Transportation
ORLEANS PARISH SCHOOL BOARD
Champion Graphic Communication
Pigeon Catering, Inc
Pigeon Catering, Inc
KYOCERA DOCUMENT SOLUTIONS
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Hotel Hope
Grace at the Green Light Inc.
UNITED WAY OF SOUTHEAST
UNITED WAY OF SOUTHEAST
UNITED WAY OF SOUTHEAST
UNITY OF GREATER NEW ORLEANS

UNITY OF GREATER NEW ORLEANS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Cojak Investments LLC
Gentilly Mail and Copy LLC
Dj A BLAZE
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Sister Cities International
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Pontilly Coffee
Envoy, Inc.
Ubuntu Village Nola
Ubuntu Village Nola
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
SHI International Corp
Applied Business Concepts, LLC
Ray Bros., Inc.
Sharp Electronics Corporation
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
New Orleans Humane Law and Res
Cellco Partnership
Cellco Partnership
Universal Printing LLC
Rapides Parish Coroner's Office
Stantec Consulting ServicesInc
COHNREZNICK LLP
KENTWOOD SPRINGS
LOUISIANA OFFICE PRODUCTS
SHI International Corp
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Computer Sales & Services, Inc
St. John Coroners Office
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government

Lafayette City-Parish Consolidated Government
Language Line Services, Inc.
National Grants Management Association
Gary's Towing of New Orleans, Llc
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
1st Towing
1st Towing
G&D Towing, Llc
MCCi, LLC
Central City Towing
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
AMAZON CAPITAL SERVICES, INC.
Mission Critical Partners
Coleman Wrecker Service
KPTowing
KPTowing
A&B Towing
Big Easy Towing and Recovery
Big Easy Towing and Recovery
TerraLuna Collaborative
Universe Technical Translation
Boostlingo LLC
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
Worthe Artists
SHI International Corp
SHI International Corp
AT&T
AT&T
T-Mobile
T-Mobile
T-Mobile
Cellco Partnership
Rouse's Enterprises LLC
AT&T
AT&T
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS

A. Maloney Moving & Storage
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
W.W. Grainger, Inc.
Graybar Electric
22nd Century Technologies, Inc.
1615 Poydras Tower LLC
1615 Poydras Tower LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Entergy New Orleans, Inc
Environmental Systems Research Institute, Inc.
SHI International Corp
Presidio Networked Solutions
Presidio Networked Solutions
Presidio Networked Solutions
UnitedHealthcare
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
Information Management Solutions, LLC
Information Management Solutions, LLC
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
HON Company
HON Company
Kara Williams
Kara Williams
Kara Williams
AUZENNE & ASSOCIATES, LLC

AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
Law office of Errol B. Conley
Law office of Errol B. Conley
Ramona D. Washington ESQ
Wayne E. Woods, Attorney at Law
Kentwood Springs a Brand of DS
INFINITY ENGINEERING
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Community Coffee Company, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Metropolis Technologies, Inc.
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
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Cintas Corporation

Cintas Corporation
Lee Tractor Company, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
AERIAL HYDRAULIC'S, INC.
AERIAL HYDRAULIC'S, INC.
AERIAL HYDRAULIC'S, INC.
AERIAL HYDRAULIC'S, INC.
Empire Truck Sales, LLC
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Genuine Parts Company
Truck and Transportation
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Community Coffee Company, LLC
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.

Sammy's Food Service & Deli
Scott Equipment Co LLC
Scott Equipment Co LLC
Duhon Machinery Co., Inc.
Nola Hydraulics - dba Pirtek Elmwood
ITA
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Crescent City Coffee, LLC
LAMARQUE CRESCENT FORD LLC
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Jerry Pate Company
Tulane Drug Analysis Laboratory
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
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Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC

Southern Tire Mart, LLC
Petroleum Traders Corporation
Petroleum Traders Corporation
Petroleum Traders Corporation

Stevens Body & Fender, Inc
Stevens Body & Fender, Inc
Stevens Body & Fender, Inc
Scott Equipment Co LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Braun Industries, Inc.
Kenworth of South Louisiana LLC
PREMIER AUTOMOTIVE PRODUCTS LL
PREMIER AUTOMOTIVE PRODUCTS LL
I.T.S. FIRE ALARM SECURITY
Materials Management Group
Pinnacle Security & Investigat
Pinnacle Security & Investigat
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Professional Glass Works
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Professional Glass Works
Valvoline Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
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Rudy Smith Service, Inc
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Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Scott Equipment Co LLC
Merchants Automotive Group, In
Merchants Automotive Group, In
Merchants Automotive Group, In
Pop-A-Lock New Orleans
Pop-A-Lock New Orleans
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Court of Appeal- Fouth Circuit
Supreme Court of Louisiana
Supreme Court of Louisiana
T-Mobile
T-Mobile
Clerk of Civil District Court
Clerk of Civil District Court
Clerk of Civil District Court
Clerk of Civil District Court

Clerk of Civil District Court
KENTWOOD SPRINGS
KENTWOOD SPRINGS
Crescent City Coffee, LLC
shawn tisdale leblanc, ccr
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
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Rite Choice Uniforms, Inc
Thomson Reuters
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Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
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Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
DURR HEAVY CONSTRUCTION LLC

DURR HEAVY CONSTRUCTION LLC
DURR HEAVY CONSTRUCTION LLC
Car Wash Blues, LLC
Car Wash Blues, LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Computer Sales & Services, Inc
Safe Wash Solutions, LLC
Cox Communications Inc
Corporate Business Supplies, I
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Vaughn's Power Equipment, Inc
Vaughn's Power Equipment, Inc
Star Lock & Key Co INc
A-1 Home Appliance Center
Coburn's
Coburn's
Economical Janitorial & Paper
Economical Janitorial & Paper
Solutions Of New Orleans, LLC
Avexon, LLC
Avexon, LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
MES Service Company LLC

MES Service Company LLC
MES Service Company LLC
MES Service Company LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
Henry Schein Inc
Louisiana Office of the State Fire Marshal Fire and Emergency Training Academy
Computer Sales & Services, Inc
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
AT&T
AT&T
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
Corporate Business Supplies, I
Cellco Partnership
Cellco Partnership
GBP DIRECT, INC.
GBP DIRECT, INC.
Computer Sales & Services, Inc
A.P.E., Inc.
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
Brownells Inc
Brownells Inc
United Rentals (North America)
New Orleans Pelicans LLC
Supreme Developers LLC
Lagniappe Travel Services, Inc
Crescent City Coffee, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Military Guides
Stericycle, Inc.
Stericycle, Inc.
Computer Sales & Services, Inc
Corporate Business Supplies, I
LOUISIANA OFFICE PRODUCTS
Sigma Squared Corporation
Sigma Squared Corporation
Sigma Squared Corporation
PVP Communications
Tomahawk Strategic Solutions LLC
Uline
United Rentals (North America)
Transunion Risk and Alternative Data Solution Inc
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Concentra Medical Centers
Crescent Decal Specialist, Inc
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Voiance Language Services, LLC
Computer Sales & Services, Inc

Computer Sales & Services, Inc
Computer Sales & Services, Inc
B&H Foto & Electronics Corp
Crescent Decal Specialist, Inc
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
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Crescent City Partners, LLC
LOUISIANA OFFICE PRODUCTS
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Sirchie Acquisition Company, L
Precision Delta Corporation
Precision Delta Corporation
Life Technologies Corporation
Cayman Chemical Company, Inc.
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Stericycle, Inc.
Kippers Communications, Inc
Agilent Technologies
W.W. Grainger, Inc.
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC

Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Computer Sales & Services, Inc
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
Gas and Supply
Gas and Supply
Gas and Supply
QIAGEN LLC
First Responder Equipment and Uniform Distributors, LLC
DASH Medical Gloves, Inc
Nassau National Cable Corp
LOUISIANA OFFICE PRODUCTS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Casler Farrier Service
Kippers Communications, Inc
KYOCERA DOCUMENT SOLUTIONS
Supreme Developers LLC
B&H Foto & Electronics Corp
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
T-Mobile
Concentra Medical Centers
Concentra Medical Centers
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Universal Printing LLC
Sweeping Corporation of America. LLC
GBP DIRECT, INC.
GBP DIRECT, INC.
United Rentals (North America)
Ramelli Janitorial Service, In

Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Waste Pro USA, Inc
IV Waste, LLC
IV Waste, LLC
IV Waste, LLC
IV Waste, LLC
Genuine Parts Company
Bonnet Weed Control, Inc.
W.W. Grainger, Inc.
River Birch Incorporated
River Birch Incorporated
Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Amid Metro Partnership, LLC
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Materials Management Group
Commercial Waste Recycling
Commercial Waste Recycling
Genuine Parts Company
Genuine Parts Company
Economical Janitorial & Paper
Economical Janitorial & Paper
JMN Specialties, Inc
W.W. Grainger, Inc.
Travelers Aid Society
Metropolis Technologies, Inc.
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
Kentwood Springs a Brand of DS
Quill LLC
Quill LLC
Rouse's Enterprises LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Guitar Center
EmpowerDB
Pinnacle Security & Investigat
Pinnacle Security & Investigat
ODP BUSINESS SOLUTIONS, LLC
LOUISIANA OFFICE PRODUCTS

LOUISIANA OFFICE PRODUCTS
Kentwood Springs a Brand of DS
NEW ORLEANS FAMILY JUSTICE
NEW ORLEANS FAMILY JUSTICE
NEW ORLEANS FAMILY JUSTICE
TOURO INFIRMARY
ODYSSEY HOUSE LOUISIANA, INC.
SOUTHEAST LOUISIANA LEGAL
SOUTHEAST LOUISIANA LEGAL
Sankofa CDC
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Family Connects International
Volunteers of America Southeast Louisiana
Top Box Foods
Second Harvest Food Bank of Greater New Orleans and Acadiana
Second Harvest Food Bank of Greater New Orleans and Acadiana
Ochsner Health
GOBERT ENTERPRISES INC DBA IMA
Kentwood Springs a Brand of DS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Sharp Electronics Corporation
Sharp Electronics Corporation
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Stryker
Cellco Partnership
Rouse's Enterprises LLC
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment
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Linde Gas & Equipment
ZOLL Medical Corporation
Heiden Industries, LLC
Heiden Industries, LLC
Henry Schein Inc
Henry Schein Inc
ODYSSEY HOUSE LOUISIANA, INC.
ODYSSEY HOUSE LOUISIANA, INC.
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Computer Sales & Services, Inc
MES Service Company LLC
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
The Blood Center
The Blood Center
The Blood Center
The Blood Center
The Blood Center
Life-Assist, Inc.
Active Solutions, LLC
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership

Cellco Partnership
Cellco Partnership
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
Promo Ad Specialties, Inc.
Howard Industries, Inc.
Howard Industries, Inc.
Lawmen's & Shooters' Supply, I
Rite Choice Uniforms, Inc
Champion Graphic Communication
Champion Graphic Communication
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
SHI International Corp
LA Dept of Environ Quality
HON Company
Active Solutions, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Quill LLC
4imprint, Inc.
Cellco Partnership
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers

Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Purple Monkey Design
Ubuntu Village Nola
Ubuntu Village Nola
Ubuntu Village Nola
Highly Seasoned Catering, LLC
Henry Schein Inc
LABORATORY CORP.OF AMERICA
LABORATORY CORP.OF AMERICA
LABORATORY CORP.OF AMERICA
OCHIN INC
OCHIN INC
VERIZON WIRELESS
UNIVERSITY MEDICAL CENTER MGMT
Courtesy Ford
Courtesy Ford
KENTWOOD SPRINGS
KENTWOOD SPRINGS
Stericycle, Inc.
Stericycle, Inc.
LMF VENTURES LLC DBA CRESCENT
National Association of Community Health Centers
Airgas USA, LLC
Airgas USA, LLC
Airgas USA, LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Associated Office Sys of LA
Louisiana Primary Care Association, Inc.

Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
LA CREDENTIALS LLC
LANGUAGE LINE SERVICES INC
The Administrators of The Tulane Educational Fund
Resourcefull Consulting LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
McGhee and Associates LLC
McGhee and Associates LLC
Vector Media Holding corp
Computer Sales & Services, Inc
SafetyGear Corporation
Information Management Solutions, LLC
Deveney Communication Consulting, L.L.C.
Deveney Communication Consulting, L.L.C.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
The 18th Ward
The 18th Ward
Top Box Foods
Motivosity
LeAnne Steen
Ceres Chill
Robbins Parking dba Platinum Parking
Capital Solution INC
Capital Solution INC
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
ClassPass, LLC
Red Cypress Consulting
Red Cypress Consulting
EMS Technology Solutions, LLC
Henry Schein Inc
Supreme Developers LLC
Heiden Industries, LLC
Charm-Tex, Inc.
Johnson Controls, Inc.
Johnson Controls, Inc.
J.R. Poole Companies LLC
AT&T
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS

Cox Communications Inc
Economical Janitorial & Paper
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
Uline
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
Elba Medical Distributors, Inc
JOHN W. GASPARINI INC
Accu Reference Medical Lab LLC
REAL GENTLEMEN BARBERSHOP
New Orleans Grease Trap Cleani
Global Vision Technologies, In
Airgas USA, LLC
Kippers Communications, Inc
Car Wash Blues, LLC
US Foods, Inc
US Foods, Inc
US Foods, Inc
US Foods, Inc
Egle LLC
Egle LLC
In-Telecom Consulting LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
C&D Plumbing and Mechanical, LLC
C&D Plumbing and Mechanical, LLC
Sharps Medical Waste Services
KYOCERA DOCUMENT SOLUTIONS
Infor
Infor
Infor
Infor
Infor
Crescent City Coffee, LLC
Crescent City Coffee, LLC

Computer Sales & Services, Inc
Globalstar Consulting, LLC
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
NFL
Iron Mountain Records Manageme
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Cellco Partnership
ADP, Inc.
ADP, Inc.
ADP, Inc.
ADP, Inc.
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
ABBOTT ENTERPRISES, LLC D/B/A
ABBOTT ENTERPRISES, LLC D/B/A
Cellco Partnership
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Information Management Solutions, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Loomis Armored US LLC
PFM Asset Management LLC
PFM Asset Management LLC
PFM Asset Management LLC
PFM Asset Management LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
KYOCERA DOCUMENT SOLUTIONS
Faux Pas Prints
Quill LLC
Quill LLC
Quill LLC
Cellco Partnership
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Information Management Solutions, LLC
NeauxLA RolLA Catering, LLC
KYOCERA DOCUMENT SOLUTIONS

T-Mobile
Crescent City Coffee, LLC
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
SHI International Corp
Star Lock & Key Co INc
East Skelley LLC
Pot-O-Gold Rentals, LLC
Pot-O-Gold Rentals, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Trane US Inc
Community Coffee Company, LLC
Uline
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Cellco Partnership
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC

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Bluebeam, Inc.
Bluebeam, Inc.
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Synergy Building Solutions
Synergy Building Solutions
CenTrio Energy South LLC
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
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CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
New Orleans Grease Trap Cleani
NEW ORLEANS FAMILY JUSTICE
Airgas USA, LLC
Airgas USA, LLC
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc

ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
GBP DIRECT, INC.
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
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W.W. Grainger, Inc.
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W.W. Grainger, Inc.
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Arcco Company Services, Inc
MB3 Inc., DBA Civix
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
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Orleans Security, LLC
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
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Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
August Building Maintenance, Inc
August Building Maintenance, Inc
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
Joe's Lawnmower Shop
Uline
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
New Orleans Book and Paper Lab
Professional Shorthand Reporte
Professional Shorthand Reporte
Professional Shorthand Reporte
Professional Shorthand Reporte
Ed Smith's Stencil Works, Lts
Kentwood Springs a Brand of DS
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
Cure, Knaak & Bell, Inc.
Cure, Knaak & Bell, Inc.
Cure, Knaak & Bell, Inc.
Cellco Partnership
Computer Sales & Services, Inc
Computer Sales & Services, Inc
National Testing Network

ALTA Language Services
Big Easy Law Group, LLC
SCN Worldwide LLC
Rite Choice Uniforms, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Community Coffee Company, LLC
Community Coffee Company, LLC
T-Mobile
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Orleans Public Defenders
Associated Office Sys of LA
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Vectura Consulting Services
Fastenal Company
The Washington Law Firm
Performance Powersports LLC
FTP Resources
H&O Investments LLC
H&O Investments LLC
GULF SOUTH ENGINEERING AND
CMG Pipelines, Inc.
Iron Triangle Development LLC
Truck and Transportation
Truck and Transportation
Truck and Transportation

Truck and Transportation
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Presidio Networked Solutions
TERRACON CONSULTANTS INC
Boh Bros. Construction Co.,LLC
Boh Bros. Construction Co.,LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Bergkamp Inc.
Digital Engineering & Imaging
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Vehicle Parts/HQ 911
Kippers Communications, Inc
ALL STAR ELECTRIC INC
Blackstar Diversified
United Laboratories, Inc.
SP Plus
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Vivid Ink Graphics
Supreme Developers LLC
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Honey Hill LLC
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc

Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
Community Coffee Company, LLC
Concentra Medical Centers
Concentra Medical Centers
GBP DIRECT, INC.
GBP DIRECT, INC.
EVERON LLC
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Gomez pine straw
Garden Doctors, LLC
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
BWI Companies Inc
SHERWIN WILLIAMS
Chauvin Bros Tractor, Inc
Chauvin Bros Tractor, Inc
Carruth Brothers Lumber Co.
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
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Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Duffard Risbourg Inc
Duffard Risbourg Inc
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Fastenal Company
Fastenal Company
Fastenal Company

Rouse's Enterprises LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
Airgas USA, LLC
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Northshore Industrial, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
FJFServices,llc
FJFServices,llc
FJFServices,llc
C&D Plumbing and Mechanical, LLC
C&D Plumbing and Mechanical, LLC
Evergreen Tractor & Equipment Inc.
Evergreen Tractor & Equipment Inc.
Debris and Structural Hauling
Kingston Finest Masonry LLC
Kingston Finest Masonry LLC
Kingston Finest Masonry LLC
DISON ENTERPRISES LLC
BWI Companies Inc
BLUE FLASH SEWER SERVICE INC
BLUE FLASH SEWER SERVICE INC
Genuine Parts Company
Bladesltd
Bladesltd
Bladesltd
Jerry Pate Company
Jerry Pate Company
Jerry Pate Company
Richard's Disposal, Inc.
Cox Communications Inc
Cox Communications Inc
Faux Pas Prints
Ben Nelson Golf & Utility Vehi
Ben Nelson Golf & Utility Vehi
Ben Nelson Golf & Utility Vehi

Golf Associates Advertising Co
Easy Picker Golf Products, Inc
Agromax LLC
BEARD EQUIPMENT COMPANY
P & W Golf Supply LLC
The J.R Simplot Company
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Mike's Hardware & Supply LLC
2x2 Golf Plus
Mackie One Construction, LLC
Pins and Aces
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Library Interiors, Inc.
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Ingram Industries Inc.
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Ingram Industries Inc.
Alere Toxicology Services, Inc
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
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ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
EBSCO
Encyclopaedia Britannica, Inc.
DocuShare LLC
DocuShare LLC
DocuShare LLC
Star Lock & Key Co INc
Star Lock & Key Co INc
FedEx Expres Shipment
CDW Government LLC
CDW Government LLC
AT&T
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
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Pitney Bowes
Thomson Reuters
Cox Communications Inc
Economical Janitorial & Paper
Economical Janitorial & Paper
Economical Janitorial & Paper
Economical Janitorial & Paper
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Uline
Uline
Uline
A&L Sales, Inc.
A&L Sales, Inc.
A&L Sales, Inc.
Coastal Fire Protection LLC
Byrd House Catering

T-Mobile
T-Mobile
Capital City Press LLC
Capital City Press LLC
Capital City Press LLC
Capital City Press LLC
OverDrive, Inc
OverDrive, Inc
OverDrive, Inc
OverDrive, Inc
Delgado Community College
Waste Pro USA, Inc
Gulf Coast Special Systems
SGMW Acquisition Company
Diane Killeen Painting Studios
Americoin Payphone Services
4140 Canal St. LLC
Kingfish Pools
Kingfish Pools
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
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H-Worth Elevator Service
Kanopy, Inc.
Kanopy, Inc.
Dynamic Motion Control
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
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CORPORATE MECHANICAL CONTRACTORS, INC

CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
Moses Engineers Inc
Moses Engineers Inc
ARC Mechanical Contractors Inc
Office of State Fire Marshall Boiler Inspection Section
Ideal Lighting, Inc.
Value Line Publishing LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
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Blick Art Materials LLC
Blick Art Materials LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Atlas Systems, Inc.
TEH Enterprise, LLC
TEH Enterprise, LLC
WVUE FOX 8
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WVUE FOX 8
WVUE FOX 8
Information Management Solutions, LLC
Welldina Moran
Welldina Moran
Safe Wash Solutions, LLC
AT&T
AT&T
AT&T
AT&T

AT&T
AT&T
Lyrasis
Dynamic Imaging Solutions Inc.
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
pcv construction llc
Bare Feet LLC
Bare Feet LLC
Bare Feet LLC
Bare Feet LLC
Make It Count Math
ShakeItUp Consulting
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Robbins Parking dba Platinum Parking
Robbins Parking dba Platinum Parking
KYOCERA DOCUMENT SOLUTIONS
T-Mobile
T-Mobile
Pigeon Catering, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
City Greens
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
Crescent City Coffee, LLC
HR&A Advisors, Inc.
Desire Line LLC
Alere Toxicology Services, Inc
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
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Genuine Parts Company
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Genuine Parts Company
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FedEx Expres Shipment
FedEx Expres Shipment
FedEx Expres Shipment
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
Louisiana Department of Revenu
KYOCERA DOCUMENT SOLUTIONS
COMMERCIAL VAN & TRUCK EQUIPME
T-Mobile
Cellco Partnership
Cellco Partnership
Waste Pro USA, Inc
Flightline First
Flightline First
Flightline First
Flightline First
Flightline First
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Airgas USA, LLC
ADAPCO, LLC
LOUISIANA DRY ICE & SHIPPING
Rentokil North America, Inc.
Rentokil North America, Inc.
Sunshine Quality Solutions LLC
Lampire Biological Laboratories, Inc.
Lampire Biological Laboratories, Inc.
W.W. Grainger, Inc.
Century Commercial Group LLC
Corteva Agriscience LLC
Corteva Agriscience LLC
Corteva Agriscience LLC
Duplantier Ice Service LLC
Duplantier Ice Service LLC
Duplantier Ice Service LLC
Flightline First
Flightline First
Flightline First
Flightline First
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Rentokil North America, Inc.
Duplantier Ice Service LLC
Duplantier Ice Service LLC

Duplantier Ice Service LLC
Duplantier Ice Service LLC
ARROW AVIATION CO
John Sable
John Sable
John Sable
John Sable
John Sable
John Sable
John Sable
John Sable
John Sable
John Sable
ABBOTT ENTERPRISES, LLC D/B/A
Fisher Scientific Company, LLC
Lagniappe Travel Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Texas A&M AgriLife Extension Service
Amtek Company, Inc.
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
iHeartMedia
T-Mobile
T-Mobile
T-Mobile
T-Mobile
T-Mobile
T-Mobile
RECTRAC LLC
RECTRAC LLC
NEW ORLEANS BALLET ASSOCIATION
LOUISIANA OFFICE PRODUCTS
Magnolia Pools, LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Crescent City Coffee, LLC
Computer Sales & Services, Inc
AT&T
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans

Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Walter J Barnes Electric Co Inc
Swift Recreation LLC
Ballerinas of the Bayou
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Troy Price
Tracey's Tasty Catering, LLC
SHERWIN WILLIAMS
Johnson Controls, Inc.
Genuine Parts Company
Economical Janitorial & Paper
Trane US Inc
A&L Sales, Inc.
Coastal Fire Protection LLC
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
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H&O Investments LLC
Commercial Chemical Products, Inc.
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Commercial Chemical Products, Inc.
Commercial Chemical Products, Inc.
Commercial Chemical Products, Inc.
Commercial Chemical Products, Inc.
Commercial Chemical Products, Inc.

Commercial Chemical Products, Inc.
Lawson Products
Mid-South Equipment Sales & Se
FIRMIN
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Chem-Aqua, Inc.
Williams Scotsman Inc
quality court
Walter J Barnes Electric Co Inc
Pro Placement USA
Pro Placement USA
Success Brands
Cintas Corporation
Cintas Corporation
Cintas Corporation

Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Faber Awards, Inc.
Fitness Expo
Fitness Expo
Coastal Fire Protection LLC
Waste Pro USA, Inc
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
Purple Monkey Design
JM Fitness dba CrossFit NOLA
JM Fitness dba CrossFit NOLA
Pole Perfect Fitness, LLC
W.W. Grainger, Inc.
KWL STEPPIN LLC
Mackie One Construction, LLC
Mackie One Construction, LLC
By Our Hands LLC
Purple Monkey Design
Purple Monkey Design
Computer Sales & Services, Inc
LSU Ag Center
FUTUREKICK MARTIAL ARTS & FITN
A'S & ACES
A'S & ACES
BAMZYBABY PRODUCTIONS
ANTHONY BEAN COMMUNITY THEATER
Boys & Girls Club Metro Louisiana
Boys & Girls Club Metro Louisiana
Cupcake Fairies
Pontchartrain Conservancy
Keyon Fitness and Performing Arts
MyCodingClasses.com
Concepts Of Education Inc.
NovaBlack Artistry LLC
Wilson Academy Childcare Center
AMAZON CAPITAL SERVICES, INC.
KYOCERA DOCUMENT SOLUTIONS
GBP DIRECT, INC.
GBP DIRECT, INC.
PowerDetails, LLC.
PowerDetails, LLC.
PowerDetails, LLC.

Cox Communications Inc
Cellco Partnership
Association of Inspectors General
Association of Inspectors General
Alere Toxicology Services, Inc
SHI International Corp
Kentwood Springs a Brand of DS
Advanced Office Systems
Cellco Partnership
N.O.Vative Printing
DICKERSON AND COMPANY LLC DBA DACO LLC
LOUISIANA OFFICE PRODUCTS
Going Places Travel Inc
Going Places Travel Inc
ProTek Solutions, Inc.
Nancy Freeman
Nancy Freeman
Alden Cheatham
Haley Rea
Iron Mountain Records Manageme
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
Sheppard Mullin Richter Hampto
Davillier Law Group
Davillier Law Group
iberiabank
iberiabank
Champion Graphic Communication
T-Mobile
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
J.R. Poole Companies LLC
RAI Ministries, Inc
RAI Ministries, Inc
RAI Ministries, Inc
Vital Records Control
Grace at the Green Light Inc.
Grace at the Green Light Inc.
NEW ORLEANS WOMEN SHELTER
NEW ORLEANS WOMEN SHELTER
NEW ORLEANS WOMEN SHELTER
THE ST BERNARD PROJECT INC
Deltares USA Inc
CONCERNED CITIZENS

CONCERNED CITIZENS
CONCERNED CITIZENS
CONCERNED CITIZENS
CONCERNED CITIZENS
PROJECT LAZARUS
PROJECT LAZARUS
PROJECT LAZARUS
Rebuilding Together NewOrleans
Gulf South Title Corporation
We Care About You
Travelers Aid Society
New Orleans Council on Aging
LSU Ag Center
Orleans Public Defenders
Orleans Public Defenders
New Orleans Humane Law and Res
TOTAL COMMUNITY ACTION INC
YouthForce NOLA
Public Works Alliance
Orleans Parish District Atty
National Medical Services, Inc
Supreme Developers LLC
Rickie Monie
Answercentre of Louisiana
Fisher Scientific Company, LLC
UNIVERSITY MEDICAL CENTER MGMT
Crescent City Coffee, LLC
Sarah E Stuart
Sarah E Stuart
Sarah E Stuart
Sarah E Stuart
Media By Design
Media By Design
Deborah Sommers
Lydia Monie
Loreal Sandifer
Loreal Sandifer
Loreal Sandifer
Sheralyn Gillard
Sheralyn Gillard
Brittany Sharp
Brittany Sharp
Daniel's Health
Daniel's Health
Daniel's Health
Daniel's Health
Daniel's Health

Daniel's Health
Daniel's Health
Daniel's Health
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Criminal District Court
Orleans Parish Sheriff's Offic
Wexford Health Sources, Inc.
AB Med Southwest, LLC
AB Med Southwest, LLC
Gulf Coast Office Products, In
Gulf Coast Office Products, In
Iron Mountain Records Manageme
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
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Staples Contract & Commercial, LLC
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Lagniappe Travel Services, Inc
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GBP DIRECT, INC.
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Registrar of Voters Office
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Registrar of Voters Office
Entergy Louisiana, LLC

Invoice Number	Invoice Amount	Date Supplier Submitted	Due Date
AF6532I	$2,987.82	09/05/2025	10/05/2025
AF6QS7R	$3,997.62	09/05/2025	10/05/2025
INV22221	$775.56	10/01/2025	
AF7UB6Y	$203.84	09/05/2025	10/05/2025
17285907-092425	$325.75	09/29/2025	10/29/2025
6709789-072425	$105.92	09/29/2025	10/29/2025
2601381	$6,231.82	09/25/2025	10/25/2025
852435737	$1,790.25	09/02/2025	10/02/2025
852436815	$2,790.72	09/02/2025	10/02/2025
55P1739974	$462.21	10/01/2025	10/31/2025
55P1739975	$228.25	10/01/2025	10/31/2025
55P1739976	$151.84	10/02/2025	11/01/2025
5610043839401-091525	$735.55	09/24/2025	10/24/2025
HGI-SWB-2025-11-SEP	$154,533.67	10/01/2025	10/31/2025
HGI-TY2026-001	$206,480.00	09/16/2025	10/16/2025
M00000463675	$3,855.25	10/01/2025	10/31/2025
45075710082	$1,320.00	09/12/2025	10/12/2025
45704335032	$720.24	09/12/2025	10/12/2025
48362884061	$1,426.08	09/09/2025	10/09/2025
1252282-0	$679.42	09/19/2025	10/19/2025
1252282-1	$468.74	09/19/2025	10/19/2025
19015-01	$48,725.51		07/25/2019
32	$151,796.41		07/26/2019
19015-03	$30,453.44		08/25/2019
19015-04	$91,360.33		10/05/2019
35	$143,686.47		11/13/2019
36	$208,516.93		12/18/2019
19015-05	$81,661.85		12/19/2019
37	$161,480.52		01/10/2020
19015-06	$40,732.34		01/15/2020
19015-07	$7,757.66		02/15/2020
19015-08	$163,324.30		03/08/2020
39	$140,138.30		05/31/2020
19015-09	$3,879.58		06/19/2020
19015-10	$251,224.58		07/03/2020
A2001-1	$10,053.68		08/09/2020
A2001-2	$20,107.35		10/25/2020
SWBNO032024	$53,060.00		06/11/2024
ARPACN09-10-11	$614,061.26		09/20/2024
INV-58103	$6,568.86		09/30/2024
EE033365	$1,267.09		10/30/2024
1252282-2	$50.31	09/19/2025	10/19/2025
6051225001300B	$2,793.84		04/10/2025
1253345-0	$752.07	09/19/2025	10/19/2025

1253512-0	$163.92	09/19/2025	10/19/2025
1253512-1	$478.85	09/22/2025	10/22/2025
573611	$105.00	09/02/2025	10/02/2025
07152025GOZONEABS	$4,700,822.48		07/15/2025
575195	$105.00	09/02/2025	10/02/2025
576243	$105.00	09/02/2025	10/02/2025
NOCCAUG25	$160.99	09/08/2025	10/08/2025
142.360	$139.88	09/23/2025	10/23/2025
142.361	$139.88	09/23/2025	10/23/2025
142.362	$139.88	09/23/2025	10/23/2025
142.363	$139.88	09/23/2025	10/23/2025
142.364	$172.16	09/23/2025	10/23/2025
142.365	$139.88	09/23/2025	10/23/2025
142.366	$139.88	09/23/2025	10/23/2025
104232	$542.00	09/26/2025	10/26/2025
104233	$419.00	09/26/2025	10/26/2025
104370	$269.00	09/26/2025	10/26/2025
59BD2354-0002	$4,735.80	09/05/2025	10/05/2025
1253347-0	$514.10	09/19/2025	10/19/2025
1252444-0	$321.66	09/19/2025	10/19/2025
1252444-1	$24.76	09/19/2025	10/19/2025
1254199-0	$857.51	09/22/2025	10/22/2025
1254199-1	$76.35	09/30/2025	10/30/2025
1254199-2	$282.96	09/30/2025	10/30/2025
1253178-0	$379.45	09/19/2025	10/19/2025
1253340-0	$169.17	09/19/2025	10/19/2025
1253340-1	$84.41	09/19/2025	10/19/2025
1253340-2	$25.88	09/19/2025	10/19/2025
1253340-3	$45.53	09/22/2025	10/22/2025
1254536-0	$203.82	09/30/2025	10/30/2025
1254536-1	$56.28	09/30/2025	10/30/2025
2605661	$4,858.41	09/25/2025	10/25/2025
1254020-0	$73.20	09/22/2025	10/22/2025
1254020-1	$73.20	09/30/2025	10/30/2025
1254378-0	$34.90	09/30/2025	10/30/2025
178249	$1,985.55	09/04/2025	10/04/2025
55P1739955	$525.20	10/01/2025	10/31/2025
2877726-090425	$10.99	09/11/2025	10/11/2025
1253996-0	$1,761.80	09/22/2025	10/22/2025
1253996-1	$10.65	09/22/2025	10/22/2025
1253534-0	$133.08	09/19/2025	10/19/2025
AF8427W	$6,677.55	09/23/2025	10/23/2025
AF96A4M	$5,342.04	09/23/2025	10/23/2025
1254126-0	$278.51	09/22/2025	10/22/2025
4851	$1,620.00	09/16/2025	10/16/2025
108173	$662.50	09/30/2025	10/30/2025
108176	$6,510.00	09/17/2025	10/17/2025

2381	$5,650.00	09/11/2025	10/11/2025
19842025	$45,000.00	09/08/2025	10/08/2025
19842026	$52,000.00	09/27/2025	10/27/2025
91235	$1,134.00	09/27/2025	10/27/2025
55P1739883	$209.19	10/02/2025	11/01/2025
7410034393102-091825	$381.64	10/01/2025	10/31/2025
979572519AUG25	$5,571.22	09/22/2025	10/22/2025
396105	$208.05	10/02/2025	11/01/2025
9538233-091825	$216.22	10/02/2025	11/01/2025
861040-0	$60.91	09/18/2025	10/18/2025
NOMOAUG25	$144.00	09/08/2025	10/08/2025
117.362	$161.40	09/22/2025	10/22/2025
55P1739940	$90.19	10/01/2025	10/31/2025
1339	$37,447.07	09/22/2025	10/22/2025
1340	$121,650.00	09/22/2025	10/22/2025
350	$13,333.00	09/02/2025	10/02/2025
L420112	$54.00	09/04/2025	10/04/2025
55P1739884	$191.05	10/02/2025	11/01/2025
125693	$145.00	09/03/2025	10/03/2025
65528	$1,050.16	09/04/2025	10/04/2025
2878343-090425	$574.80	09/11/2025	10/11/2025
0951682-952031	$5,259.79	09/26/2025	10/26/2025
859403-0	$196.82	09/18/2025	10/18/2025
860210-0	$136.59	09/18/2025	10/18/2025
461277	$456.00	09/30/2025	10/30/2025
82520	$140.00	09/15/2025	10/15/2025
92524	$280.00	09/25/2025	10/25/2025
2025-VU-2	$126,449.75	10/01/2025	10/31/2025
2025-CARDINALE-1	$33,275.25	10/01/2025	10/31/2025
2025-CRAWFORD-3	$54,232.00	10/01/2025	10/31/2025
2025-REED-4	$115,042.00	10/01/2025	10/31/2025
2025-ALVENDIA-3	$96,155.00	10/01/2025	10/31/2025
2025-ROUBION-2	$152,055.05	10/01/2025	10/31/2025
2025-OWENS-3	$76,000.00	10/01/2025	10/31/2025
229351	$381.84	09/04/2025	10/04/2025
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229353	$353.88	09/04/2025	10/04/2025
229354	$353.88	09/04/2025	10/04/2025
229355	$389.83	09/04/2025	10/04/2025
229564	$361.88	09/18/2025	10/18/2025
229565	$361.88	09/18/2025	10/18/2025
229566	$361.88	09/18/2025	10/18/2025
229567	$438.87	09/18/2025	10/18/2025
L420109	$40.50	09/02/2025	10/02/2025
302234	$2,078.40	09/12/2025	10/12/2025
125155	$335.00	09/02/2025	10/02/2025
125701	$400.00	09/02/2025	10/02/2025

13612525172	$159.80	09/17/2025	10/17/2025
LANE493944	$923.64	09/02/2025	10/02/2025
6122693059	$2,610.28	09/19/2025	10/19/2025
6123223980	$2,408.00	09/19/2025	10/19/2025
HSRTCCJSC7_SEPT25	$1,995.00	09/29/2025	10/29/2025
11313546	$18,255.00	09/17/2025	10/17/2025
11313547	$34,636.08	09/17/2025	10/17/2025
0952086	$1,934.27	09/26/2025	10/26/2025
0952087	$1,934.27	09/26/2025	10/26/2025
0952088	$1,934.27	09/26/2025	10/26/2025
17600925	$15,924.84	09/30/2025	10/30/2025
17600926	$19,868.21	09/30/2025	10/30/2025
17600928	$12,891.61	09/30/2025	10/30/2025
17600931	$15,983.17	09/30/2025	10/30/2025
9350219285	$2,268.64	09/19/2025	10/19/2025
23T092676	$990.00	09/17/2025	10/17/2025
339	$625.00	09/04/2025	10/04/2025
348	$1,200.00	09/15/2025	10/15/2025
LANE494044	$9,712.50	09/02/2025	10/02/2025
6123223981	$1,019.02	09/19/2025	10/19/2025
0951046-951378	$434.45	09/09/2025	10/09/2025
0951047-951377	$434.45	09/09/2025	10/09/2025
9618521166	$2,729.12	09/11/2025	10/11/2025
71424-1	$7,405.00	09/30/2025	10/30/2025
55P1728754	$187.93	09/11/2025	10/11/2025
55P1728997	$189.20	10/01/2025	10/31/2025
55P1739693	$187.93	10/01/2025	10/31/2025
55P1739949	$189.20	10/01/2025	10/31/2025
7410044554301-090225	$45.28	09/17/2025	10/17/2025
9-OCJC	$35,839.83	10/02/2025	11/01/2025
CNOMAE08312025	$3,277.03	09/17/2025	10/17/2025
4422-172	$51,852.19	09/19/2025	10/19/2025
852154-2	$450.75	09/24/2025	10/24/2025
852154-4	$192.50	09/24/2025	10/24/2025
148.367	$43.04	09/18/2025	10/18/2025
223600	$200.00	09/03/2025	10/03/2025
2198/K24-1412	$6,798.00	09/04/2025	10/04/2025
14501	$53,976.00	09/16/2025	10/16/2025
8913824-091825	$317.03	09/24/2025	10/24/2025
7410044722701-090325	$224.42	09/24/2025	10/24/2025
7410045316604-090425	$152.37	09/11/2025	10/11/2025
11049525405	$64.48	09/17/2025	10/17/2025
0950844	$1,697.30	09/09/2025	10/09/2025
102508	$700.00	09/25/2025	10/25/2025
160	$1,600.00	09/10/2025	10/10/2025
161	$750.00	09/11/2025	10/11/2025
162	$1,600.00	09/10/2025	10/10/2025

163	$750.00	09/11/2025	10/11/2025
164	$1,600.00	09/10/2025	10/10/2025
165	$750.00	09/11/2025	10/11/2025
166	$1,600.00	09/10/2025	10/10/2025
167	$750.00	09/11/2025	10/11/2025
168	$1,600.00	09/10/2025	10/10/2025
169	$750.00	09/11/2025	10/11/2025
KFM2025007	$5,000.00	09/16/2025	10/16/2025
BW4347-BL	$1,526,827.50	09/25/2025	10/25/2025
MOD 7-2025	$22,500.35	09/09/2025	10/09/2025
INV08622646	$52.00	09/03/2025	10/03/2025
INV09315120	$54.60	09/03/2025	10/03/2025
INV09460753	$54.60	09/25/2025	10/25/2025
290300	$191.93	09/03/2025	10/03/2025
332235	$39.96	09/17/2025	10/17/2025
18707	$3,220.37	09/26/2025	10/26/2025
91225	$15,000.00	09/12/2025	10/12/2025
55P1739881	$129.96	10/01/2025	10/31/2025
0DEN00435_13	$10,510.00	09/23/2025	10/23/2025
AUS238_08	$19,058.22	09/16/2025	10/16/2025
2025.118	$40,000.00	10/02/2025	11/01/2025
1264	$1,437.27	09/26/2025	10/26/2025
2025-0266	$4,500.00	09/24/2025	10/24/2025
20250904_19	$500.00	09/08/2025	10/08/2025
20251001_19	$10,700.00	10/01/2025	10/31/2025
ORS_002	$1,875.00	09/12/2025	10/12/2025
19142	$130.00	09/11/2025	10/11/2025
20038	$175.00	09/29/2025	10/29/2025
343733	$478.97	09/17/2025	10/17/2025
374737	$23.98	10/02/2025	11/01/2025
ECE SP - 09.2025	$4,085,413.25	09/02/2025	10/02/2025
ECE SP - 10.2025	$1,772,913.25	10/01/2025	10/31/2025
82428	$41,288.00	09/18/2025	10/18/2025
1135	$125,000.00	09/08/2025	10/08/2025
01470673	$140.00	09/26/2025	10/26/2025
18428	$480.00	09/16/2025	10/16/2025
20084	$348.00	09/16/2025	10/16/2025
55P1739885	$74.98	10/01/2025	10/31/2025
246573983-001	$136.00	10/01/2025	10/31/2025
246952660-001	$491.52	10/01/2025	10/31/2025
249235704-001	$899.52	09/29/2025	10/29/2025
20251008	$4,654.54	09/03/2025	10/03/2025
ARPA 8-25-1	$9,724.57	09/23/2025	10/23/2025
UWSELA006	$227,342.17	09/19/2025	10/19/2025
UWSELA007	$305,719.86	09/26/2025	10/26/2025
UWSELA008	$96,710.33	09/26/2025	10/26/2025
CCS 07312025 - 2	$36,028.30	09/08/2025	10/08/2025

CCS 08312025-2	$31,587.28	10/02/2025	11/01/2025
55P1717667	$311.84	09/10/2025	10/10/2025
55P1739882	$199.81	10/01/2025	10/31/2025
315072	$196.76	09/17/2025	10/17/2025
337198	$269.22	09/17/2025	10/17/2025
118.361	$21.52	09/22/2025	10/22/2025
118.367	$21.52	09/22/2025	10/22/2025
118.368	$21.52	09/22/2025	10/22/2025
118.369	$21.52	09/22/2025	10/22/2025
1003	$1,709.06	09/16/2025	10/16/2025
467215	$4,373.70	09/17/2025	10/17/2025
103	$400.00	09/17/2025	10/17/2025
329646	$147.24	09/17/2025	10/17/2025
353529	$23.07	09/23/2025	10/23/2025
25101	$850.00	09/17/2025	10/17/2025
0951822	$272.78	09/09/2025	10/09/2025
0951823	$272.78	09/09/2025	10/09/2025
0152	$821.25	09/29/2025	10/29/2025
164448	$4,891.00	09/04/2025	10/04/2025
24-NPA	$8,611.70	10/02/2025	11/01/2025
25-NPA	$8,611.70	10/02/2025	11/01/2025
L409553-ARPA	$27.00	09/17/2025	10/17/2025
L409553-CAO	$13.50	09/17/2025	10/17/2025
B20297924	$18,533.70	09/29/2025	10/29/2025
INV504024	$94.68	09/08/2025	10/08/2025
4857-005	$34,148.85	09/24/2025	10/24/2025
39844475	$2,823.78	09/08/2025	10/08/2025
125144-ARPA	$15.00	09/02/2025	10/02/2025
11049525493	$464.51	09/17/2025	10/17/2025
2025-08 NOHLR PO	$350,000.00	09/16/2025	10/16/2025
6123259046	$3,789.13	09/23/2025	10/23/2025
6123259047	$201.45	10/02/2025	11/01/2025
11956	$375.00	09/30/2025	10/30/2025
7026	$400.00	09/18/2025	10/18/2025
2448321	$44,900.63	09/25/2025	10/25/2025
INV90145974	$95,549.00	09/05/2025	10/05/2025
6028792-092225	$114.92	09/29/2025	10/29/2025
1252361-0	$933.89	09/19/2025	10/19/2025
B20170004	$21,200.04	09/26/2025	10/26/2025
1252361-1	$31.60	09/19/2025	10/19/2025
1252937-0	$165.99	09/19/2025	10/19/2025
103279	$523.48	09/16/2025	10/16/2025
CEC-25-170	$2,800.00	09/15/2025	10/15/2025
36-098	$500.00	09/02/2025	10/02/2025
36-099	$700.00	09/02/2025	10/02/2025
36-100	$100.00	09/02/2025	10/02/2025
36-103	$600.00	09/02/2025	10/02/2025

36-104	$200.00	09/02/2025	10/02/2025
11703918	$52.43	09/15/2025	10/15/2025
45860	$719.00	09/03/2025	10/03/2025
12165	$1,962.85	09/02/2025	10/02/2025
5603	$421.60	09/12/2025	10/12/2025
5604	$406.40	09/09/2025	10/09/2025
5633	$503.90	09/22/2025	10/22/2025
5655	$291.60	09/25/2025	10/25/2025
6066	$324.10	09/25/2025	10/25/2025
10745	$668.90	09/05/2025	10/05/2025
10746	$1,355.87	09/05/2025	10/05/2025
10622	$3,220.48	09/22/2025	10/22/2025
PS24640	$10,451.75	09/12/2025	10/12/2025
1006	$536.15	09/05/2025	10/05/2025
1576439_S	$3,040.00	09/18/2025	10/18/2025
1583065_S	$16,720.00	09/18/2025	10/18/2025
1589510	$244,942.25	09/12/2025	10/12/2025
1589510_S	$15,200.00	09/18/2025	10/18/2025
1589513	$15,960.00	09/12/2025	10/12/2025
1589515	$19,200.00	09/12/2025	10/12/2025
1PXT-N73R-MC3V	$299.99	09/11/2025	10/11/2025
25866	$249,744.13	09/24/2025	10/24/2025
37803	$345.59	09/19/2025	10/19/2025
5835	$313.09	09/30/2025	10/30/2025
5857	$443.09	09/10/2025	10/10/2025
8484	$475.59	09/17/2025	10/17/2025
230	$754.40	09/05/2025	10/05/2025
479	$657.98	09/05/2025	10/05/2025
INV-1100	$30,000.00	10/01/2025	10/31/2025
742345	$629.98	09/12/2025	10/12/2025
INV96758	$1,485.00	09/23/2025	10/23/2025
393AF8D5-0001	$695.25	09/05/2025	10/05/2025
46F22664-0001	$278.10	09/05/2025	10/05/2025
1009	$3,000.00	09/08/2025	10/08/2025
B20197438	$189,650.20	09/26/2025	10/26/2025
B20251548	$24,312.69	10/02/2025	11/01/2025
287282793574X09202025	$257.20	09/26/2025	10/26/2025
287295698971X09202025	$964.69	09/26/2025	10/26/2025
989983597-20250620	$170.00	09/30/2025	10/30/2025
989983597-20250720	$170.00	09/30/2025	10/30/2025
989983597-20250820	$170.00	09/30/2025	10/30/2025
6124049658	$7,373.05	09/30/2025	10/30/2025
26410	$222.45	09/22/2025	10/22/2025
504M143252252-0925	$9,005.13	09/08/2025	10/08/2025
504M147996996-0925	$3,150.80	09/08/2025	10/08/2025
1252055-0	$220.93	09/19/2025	10/19/2025
1253128-0	$210.78	09/19/2025	10/19/2025

71898	$9,888.15	09/29/2025	10/29/2025
1253128-1	$111.00	09/22/2025	10/22/2025
1253129-0	$292.82	09/19/2025	10/19/2025
1254403-1	$21.12	09/30/2025	10/30/2025
1254403-2	$93.55	09/30/2025	10/30/2025
1254403-3	$87.70	09/30/2025	10/30/2025
9616724192	$115.08	09/11/2025	10/11/2025
9350018096	$4,029.00	09/03/2025	10/03/2025
1589514_R	$101,910.25	09/18/2025	10/18/2025
2120NOV2025	$5,378.33	10/01/2025	10/31/2025
2120OCT2025	$5,378.33	09/02/2025	10/02/2025
55P1739774	$165.09	10/01/2025	10/31/2025
55P1739775	$567.28	10/01/2025	10/31/2025
55P1740156	$205.31	10/01/2025	10/31/2025
AUG-2025	$898,604.95	09/12/2025	10/12/2025
900060440	$280,000.00	09/15/2025	10/15/2025
B20251731	$121,275.00	10/02/2025	11/01/2025
6021125004318	$15,531.00	09/19/2025	10/19/2025
6051225001709	$23,881.80	09/11/2025	10/11/2025
6051225001723	$23,652.00	09/24/2025	10/24/2025
322144059595	$252,773.75	09/17/2025	10/17/2025
1057742	$100.00	09/29/2025	10/29/2025
1061491	$150.00	09/29/2025	10/29/2025
1063187	$250.00	09/29/2025	10/29/2025
1063995	$390.00	09/29/2025	10/29/2025
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1065612	$90.00	09/29/2025	10/29/2025
1066946	$250.00	09/29/2025	10/29/2025
1069095	$361.00	09/29/2025	10/29/2025
1069831	$150.00	09/29/2025	10/29/2025
322144512944	$57,971.92	09/19/2025	10/19/2025
322701408964	$26,006.35	09/17/2025	10/17/2025
322702463350	$115,228.86	09/17/2025	10/17/2025
322703478845	$44.55	09/17/2025	10/17/2025
CNO01012024	$13,216.00	09/04/2025	10/04/2025
CNO10012025	$11,108.00	09/15/2025	10/15/2025
340050	$60.00	09/22/2025	10/22/2025
346689	$60.00	09/22/2025	10/22/2025
L409553-HR	$13.50	09/17/2025	10/17/2025
125144-HR	$15.00	09/24/2025	10/24/2025
125684	$15.00	09/11/2025	10/11/2025
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2565554	$5,809.04	09/22/2025	10/22/2025
15028905	$8,390.00	09/05/2025	10/05/2025
8478254	$400.00	09/05/2025	10/05/2025
9850217	$5,770.00	09/16/2025	10/16/2025
0125-CAB	$1,500.00	09/28/2025	10/28/2025

0225-PW	$2,780.00	09/28/2025	10/28/2025
0325-CAB	$3,530.00	09/28/2025	10/28/2025
0425-PW	$4,350.00	09/28/2025	10/28/2025
0525-PW	$3,350.00	09/28/2025	10/28/2025
0625-PW	$650.00	09/28/2025	10/28/2025
0725-PW	$4,450.00	09/28/2025	10/28/2025
0825-CAB	$3,830.00	09/28/2025	10/28/2025
1224-CAB	$400.00	09/28/2025	10/28/2025
0725	$6,925.00	09/15/2025	10/15/2025
0825	$6,375.00	09/15/2025	10/15/2025
082025	$970.00	09/19/2025	10/19/2025
1056-08-25	$9,025.00	09/05/2025	10/05/2025
10707604-091825	$131.37	09/29/2025	10/29/2025
17-8676	$10,026.00	09/30/2025	10/30/2025
55P1729792	$932.65	10/01/2025	10/31/2025
55P1739793	$161.92	10/01/2025	10/31/2025
55P1740061	$189.01	10/01/2025	10/31/2025
11049525494	$593.97	09/17/2025	10/17/2025
141.369	$225.96	09/22/2025	10/22/2025
141.370	$225.96	09/22/2025	10/22/2025
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4240945302	$758.91	09/30/2025	10/30/2025
4240945378	$83.39	09/30/2025	10/30/2025
4240945411	$822.10	09/30/2025	10/30/2025
4240945730	$1,085.38	09/30/2025	10/30/2025
4241690599	$619.41	09/30/2025	10/30/2025
4241690716	$864.91	09/30/2025	10/30/2025
4241690744	$83.39	09/30/2025	10/30/2025
4241690769	$960.94	09/30/2025	10/30/2025
4242375099	$619.41	09/30/2025	10/30/2025
4242375210	$83.39	09/30/2025	10/30/2025
4242375299	$645.36	09/30/2025	10/30/2025
4242375877	$1,127.54	09/30/2025	10/30/2025
4243078903	$619.41	09/30/2025	10/30/2025
4243078907	$83.39	09/30/2025	10/30/2025
4243078974	$675.14	09/30/2025	10/30/2025
4243079369	$827.78	09/30/2025	10/30/2025
4243824553	$619.41	09/30/2025	10/30/2025
4243824656	$641.74	09/30/2025	10/30/2025
4243824684	$83.39	09/30/2025	10/30/2025
4243825038	$924.93	09/30/2025	10/30/2025
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4244580603	$83.39	09/30/2025	10/30/2025
4244580658	$864.91	09/30/2025	10/30/2025
4244580928	$960.94	09/30/2025	10/30/2025
5291527907	$114.72	10/02/2025	11/01/2025
5291527908	$255.02	10/02/2025	11/01/2025

9339054701	$2,607.00	10/02/2025	11/01/2025
PI42815	$271.82	09/04/2025	10/04/2025
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253451-1	$400.00	09/10/2025	10/10/2025
253463-1	$400.00	09/12/2025	10/12/2025
253478-1	$400.00	09/12/2025	10/12/2025
253601-1	$262.50	09/19/2025	10/19/2025
253625-1	$400.00	09/12/2025	10/12/2025
253744-1	$300.00	09/19/2025	10/19/2025
253745-1	$225.00	09/19/2025	10/19/2025
251053	$3,992.09	09/30/2025	10/30/2025
251132	$1,230.52	09/24/2025	10/24/2025
251140	$287.36	09/02/2025	10/02/2025
251198	$647.33	09/17/2025	10/17/2025
CE014424923-01	$87.99	09/15/2025	10/15/2025
653302	$10,092.14	09/27/2025	10/27/2025
653457	$305.76	09/27/2025	10/27/2025
655158	$2,298.82	09/27/2025	10/27/2025
655362	$380.53	09/27/2025	10/27/2025
655641	$794.20	09/27/2025	10/27/2025
656264	$257.71	09/27/2025	10/27/2025
656496	$329.34	09/27/2025	10/27/2025
656888	$105.81	09/27/2025	10/27/2025
656890	$10.63	09/27/2025	10/27/2025
656891	$105.81	09/27/2025	10/27/2025
656937	$120.00	09/27/2025	10/27/2025
657139	$269.95	09/27/2025	10/27/2025
657321	$105.81	09/27/2025	10/27/2025
657325	$105.81	09/27/2025	10/27/2025
657633	$105.81	09/27/2025	10/27/2025
657860	$105.81	09/27/2025	10/27/2025
658343	$120.00	09/27/2025	10/27/2025
5952825	$103,618.54	09/17/2025	10/17/2025
84057	$10,422.00	09/23/2025	10/23/2025
2843084-090225	$187.85	09/08/2025	10/08/2025
55P1740058	$259.33	10/01/2025	10/31/2025
13612525460	$377.50	09/17/2025	10/17/2025
15330	$920.73	09/26/2025	10/26/2025
15331	$920.73	09/26/2025	10/26/2025
15332	$815.14	09/26/2025	10/26/2025
15333	$649.75	09/26/2025	10/26/2025
15335	$920.73	09/26/2025	10/26/2025
15337	$571.91	09/26/2025	10/26/2025
15398	$815.14	09/29/2025	10/29/2025
15399	$1,051.97	09/29/2025	10/29/2025
15401	$810.67	09/29/2025	10/29/2025
15407	$649.75	09/29/2025	10/29/2025

1643	$99.98	10/01/2025	10/31/2025
PSO0226161	$479.05	09/16/2025	10/16/2025
PSO0395651	$1,523.62	09/16/2025	10/16/2025
14923	$9,645.81	09/03/2025	10/03/2025
EL-T00015227	$846.40	09/18/2025	10/18/2025
237343N	$383.86	09/10/2025	10/10/2025
238511N	$448.80	09/10/2025	10/10/2025
238711N	$2,568.93	09/10/2025	10/10/2025
240007N	$660.50	09/10/2025	10/10/2025
240529N	$1,689.12	09/10/2025	10/10/2025
240884N	$273.74	09/10/2025	10/10/2025
241051N	$270.92	09/10/2025	10/10/2025
241221N	$559.72	09/10/2025	10/10/2025
241308N	$238.29	09/10/2025	10/10/2025
241309N	$596.56	09/10/2025	10/10/2025
241340N	$1,545.76	09/10/2025	10/10/2025
241364N	$822.00	09/10/2025	10/10/2025
241624N	$286.86	09/10/2025	10/10/2025
241759N	$139.11	09/10/2025	10/10/2025
242098N	$925.68	09/10/2025	10/10/2025
242100N	$474.26	09/10/2025	10/10/2025
242197N	$1,853.76	09/10/2025	10/10/2025
242205N	$245.44	09/10/2025	10/10/2025
242290N	$317.49	09/10/2025	10/10/2025
242305N	$559.72	09/10/2025	10/10/2025
242323N	$1,092.81	09/10/2025	10/10/2025
242337N	$2,859.47	09/10/2025	10/10/2025
242394N	$60.48	09/10/2025	10/10/2025
242529N	$69.72	09/10/2025	10/10/2025
242614N	$644.31	09/10/2025	10/10/2025
242617N	$361.78	09/10/2025	10/10/2025
242633N	$154.77	09/10/2025	10/10/2025
242634N	$45.14	09/10/2025	10/10/2025
242665N	$971.00	09/10/2025	10/10/2025
242666N	$348.60	09/10/2025	10/10/2025
242699N	$340.05	09/10/2025	10/10/2025
242876N	$9.00	09/10/2025	10/10/2025
243108N	$170.17	09/10/2025	10/10/2025
243203N	$1,696.60	09/10/2025	10/10/2025
243215N	$623.13	09/10/2025	10/10/2025
243233N	$73.66	09/10/2025	10/10/2025
243261N	$2,278.19	09/10/2025	10/10/2025
243643N	$571.20	09/10/2025	10/10/2025
243815N	$242.00	09/10/2025	10/10/2025
37729	$1,592.56	09/10/2025	10/10/2025
37820	$9,095.40	09/10/2025	10/10/2025
37892	$820.00	09/10/2025	10/10/2025

37942	$2,710.88	09/10/2025	10/10/2025
37973	$365.49	09/10/2025	10/10/2025
152.357	$839.28	09/23/2025	10/23/2025
107323	$4,602.15	09/27/2025	10/27/2025
111D-N9TR-D137	$202.30	09/17/2025	10/17/2025
1691-MQRP-7N73	$62.88	09/17/2025	10/17/2025
1VLH-DTLW-9GP4	$136.17	09/24/2025	10/24/2025
1WFY-P74G-3XJK	$62.88	09/17/2025	10/17/2025
5286295302	$166.00	09/15/2025	10/15/2025
5286295303	$211.41	09/15/2025	10/15/2025
9331874614	$99.18	09/15/2025	10/15/2025
9331935601	$191.52	09/15/2025	10/15/2025
9336025226	$99.18	09/15/2025	10/15/2025
9336044847	$191.52	09/15/2025	10/15/2025
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2515552	$1,266.10	09/18/2025	10/18/2025
2516407	$163.03	09/18/2025	10/18/2025
2517324	$166.65	09/18/2025	10/18/2025
2518765	$8.11	09/18/2025	10/18/2025
2518843	$118.76	09/18/2025	10/18/2025
458076	$3,710.00	09/17/2025	10/17/2025
459223	$6,815.81	09/17/2025	10/17/2025
459653	$16,147.57	09/17/2025	10/17/2025
459654	$1,240.75	09/17/2025	10/17/2025
459655	$625.23	09/17/2025	10/17/2025
459820	$396.00	09/17/2025	10/17/2025
460082	$7,136.61	09/18/2025	10/18/2025
460171	$2,999.64	09/18/2025	10/18/2025
460172	$1,120.91	09/18/2025	10/18/2025
460561	$2,120.30	09/18/2025	10/18/2025
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125321	$15.00	09/02/2025	10/02/2025
30701226132	$464.19	09/10/2025	10/10/2025
3070203052	$728.75	09/10/2025	10/10/2025
3070203457	$1,032.53	09/10/2025	10/10/2025
3070203573	$673.83	09/10/2025	10/10/2025
3070205633	$961.53	09/10/2025	10/10/2025
3070205709	$235.22	09/10/2025	10/10/2025
3070206113	$852.70	09/10/2025	10/10/2025
3070206141	$910.90	09/10/2025	10/10/2025
3070225548	$565.90	09/10/2025	10/10/2025
3070225587	$518.38	09/10/2025	10/10/2025
3070225632	$595.49	09/10/2025	10/10/2025
3070225633	$316.49	09/10/2025	10/10/2025
3070225827	$539.29	09/10/2025	10/10/2025
3070225983	$464.19	09/10/2025	10/10/2025
3070226378	$518.38	09/10/2025	10/10/2025

3070226381	$1,007.90	09/10/2025	10/10/2025
2114688	$18,665.32	09/03/2025	10/03/2025
2115520	$18,677.07	09/04/2025	10/04/2025
2115522	$18,695.00	09/04/2025	10/04/2025
2115929	$15,435.60	09/09/2025	10/09/2025
2115930	$2,734.38	09/09/2025	10/09/2025
2116335	$21,015.49	09/09/2025	10/09/2025
2117151	$3,616.05	09/10/2025	10/10/2025
2117153	$15,005.02	09/11/2025	10/11/2025
2117157	$19,175.44	09/10/2025	10/10/2025
2117158	$19,166.28	09/10/2025	10/10/2025
2117631	$15,107.99	09/10/2025	10/10/2025
2117632	$3,651.89	09/10/2025	10/10/2025
2117634	$5,412.57	09/12/2025	10/12/2025
2117635	$4,493.55	09/12/2025	10/12/2025
2118039	$2,254.86	09/10/2025	10/10/2025
2118107	$2,881.57	09/17/2025	10/17/2025
2118108	$987.23	09/16/2025	10/16/2025
2118109	$910.41	09/16/2025	10/16/2025
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2118111	$1,044.14	09/17/2025	10/17/2025
2118112	$1,032.75	09/17/2025	10/17/2025
2118113	$1,012.84	09/16/2025	10/16/2025
2118114	$910.41	09/16/2025	10/16/2025
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2118117	$773.84	09/18/2025	10/18/2025
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2118119	$1,032.75	09/17/2025	10/17/2025
2118120	$973.01	09/17/2025	10/17/2025
2119145	$18,779.57	09/19/2025	10/19/2025
2119146	$18,838.19	09/17/2025	10/17/2025
2119605	$15,523.77	09/19/2025	10/19/2025
2119606	$1,950.92	09/19/2025	10/19/2025
2120708	$18,742.43	09/22/2025	10/22/2025
2121177	$21,002.14	09/23/2025	10/23/2025
2121179	$18,679.62	09/24/2025	10/24/2025
2121607	$16,098.23	09/25/2025	10/25/2025
2121608	$1,683.83	09/25/2025	10/25/2025
2121610	$5,831.08	09/26/2025	10/26/2025
2121611	$3,995.52	09/29/2025	10/29/2025
2122042	$1,041.61	09/29/2025	10/29/2025
2122572	$18,465.15	09/29/2025	10/29/2025
2122573	$18,469.58	09/29/2025	10/29/2025
2122981	$4,236.45	10/01/2025	10/31/2025
2122983	$14,065.05	10/01/2025	10/31/2025
6619	$6,030.49	09/11/2025	10/11/2025

6624	$1,501.46	09/11/2025	10/11/2025
6625	$5,265.95	09/11/2025	10/11/2025
6626	$6,912.60	09/16/2025	10/16/2025
SWO021151-3	$3,021.74	09/16/2025	10/16/2025
315578	$51.85	09/17/2025	10/17/2025
394692	$34.93	10/02/2025	11/01/2025
395932	$228.44	10/02/2025	11/01/2025
133736	$4,006.36	09/08/2025	10/08/2025
060323338	$633.26	09/05/2025	10/05/2025
482323	$219.99	09/02/2025	10/02/2025
482383	$1,547.59	09/05/2025	10/05/2025
40601	$660.00	09/16/2025	10/16/2025
107231	$28,978.78	09/15/2025	10/15/2025
16312	$6,175.88	09/09/2025	10/09/2025
17600936	$5,266.01	09/30/2025	10/30/2025
238719N	$153.67	09/10/2025	10/10/2025
238824N	$489.60	09/10/2025	10/10/2025
239024N	$1,328.66	09/10/2025	10/10/2025
239054N	$384.15	09/10/2025	10/10/2025
239208N	$821.28	09/10/2025	10/10/2025
239250N	$29.48	09/10/2025	10/10/2025
239252N	$108.00	09/10/2025	10/10/2025
239261N	$93.56	09/10/2025	10/10/2025
239583N	$736.36	09/10/2025	10/10/2025
239605N	$581.03	09/10/2025	10/10/2025
239620N	$159.85	09/10/2025	10/10/2025
239817N	$101.00	09/10/2025	10/10/2025
239874N	$983.95	09/10/2025	10/10/2025
239875N	$58.67	09/10/2025	10/10/2025
239898N	$705.96	09/10/2025	10/10/2025
239899N	$111.02	09/10/2025	10/10/2025
239901N	$214.53	09/10/2025	10/10/2025
240069N	$902.78	09/10/2025	10/10/2025
240141N	$108.90	09/10/2025	10/10/2025
240417N	$1,329.56	09/10/2025	10/10/2025
240433N	$497.30	09/10/2025	10/10/2025
240528N	$153.00	09/10/2025	10/10/2025
240997N	$28.10	09/10/2025	10/10/2025
241679N	$13.78	09/10/2025	10/10/2025
241877N	$13.78	09/10/2025	10/10/2025
241966N	$39.81	09/10/2025	10/10/2025
242385N	$38.33	09/10/2025	10/10/2025
2306	$437.92	09/05/2025	10/05/2025
2327	$553.16	09/05/2025	10/05/2025
2328	$791.09	09/05/2025	10/05/2025
2329	$370.60	09/05/2025	10/05/2025
2330	$887.34	09/05/2025	10/05/2025

2332	$349.97	09/05/2025	10/05/2025
2346	$855.11	09/11/2025	10/11/2025
94384446	$28,588.41	09/12/2025	10/12/2025
253245-2	$158.00	09/19/2025	10/19/2025
253529-3	$158.00	09/19/2025	10/19/2025
253530-2	$158.00	09/19/2025	10/19/2025
253531-2	$158.00	09/19/2025	10/19/2025
253532-1	$158.00	09/19/2025	10/19/2025
253540-2	$158.00	09/19/2025	10/19/2025
253542-2	$158.00	09/19/2025	10/19/2025
253543-2	$158.00	09/19/2025	10/19/2025
253544-2	$158.00	09/19/2025	10/19/2025
253545-2	$158.00	09/19/2025	10/19/2025
253546-2	$158.00	09/19/2025	10/19/2025
253592-3	$158.00	09/19/2025	10/19/2025
253594-2	$158.00	09/19/2025	10/19/2025
253595-2	$158.00	09/19/2025	10/19/2025
253597-2	$158.00	09/19/2025	10/19/2025
253680-1	$158.00	09/19/2025	10/19/2025
253681-1	$158.00	09/19/2025	10/19/2025
253682-1	$158.00	09/19/2025	10/19/2025
SWO0171403	$9,338.25	09/16/2025	10/16/2025
M00000459449	$1,443.41	09/02/2025	10/02/2025
M00000463956	$3,579.57	10/01/2025	10/31/2025
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89727	$135.00	09/11/2025	10/11/2025
93866	$250.00	09/11/2025	10/11/2025
186076	$1,564.73	09/25/2025	10/25/2025
186878	$856.54	09/25/2025	10/25/2025
187952	$206.55	09/25/2025	10/25/2025
188867	$393.16	09/25/2025	10/25/2025
189765	$241.95	09/25/2025	10/25/2025
190908	$490.00	09/29/2025	10/29/2025
191653	$1,339.18	09/25/2025	10/25/2025
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55P1739954	$270.15	10/01/2025	10/31/2025
55P1739959	$262.60	10/01/2025	10/31/2025
7410036476801-08252025	$265.87	09/08/2025	10/08/2025
AUGUST-2025	$925.00	09/08/2025	10/08/2025
80638	$50.00	09/09/2025	10/09/2025
JULY-2025	$275.00	09/08/2025	10/08/2025
981096443-AUGUST2025	$2,241.98	09/08/2025	10/08/2025
981096443-JULY2025	$3,460.45	09/08/2025	10/08/2025
2002-04145	$243.00	09/09/2025	10/09/2025
2009-10313-A	$12.00	09/09/2025	10/09/2025
2011-06543-A	$853.00	09/09/2025	10/09/2025
2015-9827	$272.00	09/09/2025	10/09/2025

2018-07774	$272.00	09/09/2025	10/09/2025
2843601-090225	$359.23	09/09/2025	10/09/2025
2879200-090425	$307.44	09/09/2025	10/09/2025
116.360	$53.80	09/22/2025	10/22/2025
INV0069	$440.00	09/12/2025	10/12/2025
1052663	$808.00	09/29/2025	10/29/2025
1055390	$87.50	09/29/2025	10/29/2025
1055399	$752.50	09/29/2025	10/29/2025
1056193	$87.50	09/29/2025	10/29/2025
1056203	$1,050.00	09/29/2025	10/29/2025
1056969	$367.50	09/29/2025	10/29/2025
1056976	$1,715.00	09/29/2025	10/29/2025
1057744	$800.00	09/29/2025	10/29/2025
1058453	$153.50	09/29/2025	10/29/2025
1059198	$2,812.50	09/29/2025	10/29/2025
1059912	$129.50	09/29/2025	10/29/2025
1059920	$192.50	09/29/2025	10/29/2025
1060647	$35.00	09/29/2025	10/29/2025
1060653	$847.50	09/29/2025	10/29/2025
1062354	$2,880.00	09/29/2025	10/29/2025
1063189	$5,954.00	09/29/2025	10/29/2025
1066944	$630.00	09/29/2025	10/29/2025
178210	$2,223.40	09/03/2025	10/03/2025
852436339	$3,650.54	09/03/2025	10/03/2025
55P1728751	$141.96	10/02/2025	11/01/2025
55P1728839	$223.11	09/10/2025	10/10/2025
55P1739690	$141.96	09/30/2025	10/30/2025
55P1739776	$298.98	10/01/2025	10/31/2025
55P1739777	$341.40	10/01/2025	10/31/2025
55P1739778	$223.11	10/01/2025	10/31/2025
55P1740067	$141.96	10/01/2025	10/31/2025
55P1740068	$141.00	10/01/2025	10/31/2025
123434	$15.00	09/04/2025	10/04/2025
123434B	$45.00	09/05/2025	10/05/2025
124034	$30.00	09/04/2025	10/04/2025
124214	$15.00	09/04/2025	10/04/2025
124270	$15.00	09/04/2025	10/04/2025
124450	$160.00	09/04/2025	10/04/2025
125154	$60.00	09/04/2025	10/04/2025
125702	$90.00	09/05/2025	10/05/2025
CNOCO 25-12B	$32,589.58	09/15/2025	10/15/2025
CNOCO 25-13	$108,996.02	09/15/2025	10/15/2025
CNOCO 25-14	$129,528.40	09/15/2025	10/15/2025
CNOCO 25-15	$71,522.93	09/15/2025	10/15/2025
1253712-0	$20.71	09/22/2025	10/22/2025
1254466-0	$696.50	10/02/2025	11/01/2025
2500301032	$51,878.25	09/11/2025	10/11/2025

2500301033	$107,275.25	09/11/2025	10/11/2025
25004062	$101,074.62	09/11/2025	10/11/2025
NOCEAUG25	$48.00	09/09/2025	10/09/2025
NOCEJUL25	$16.00	09/09/2025	10/09/2025
9604143199	$195.52	09/11/2025	10/11/2025
9604143207	$438.48	09/11/2025	10/11/2025
103430	$14,890.00	09/16/2025	10/16/2025
NO763	$1,104.00	09/30/2025	10/30/2025
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148827	$615.86	09/24/2025	10/24/2025
L414037	$202.50	09/17/2025	10/17/2025
L420107	$283.50	09/17/2025	10/17/2025
125681	$1,395.00	09/02/2025	10/02/2025
274375	$10,100.00	09/08/2025	10/08/2025
274409	$2,850.00	09/08/2025	10/08/2025
274659	$5,389.91	09/08/2025	10/08/2025
274977	$1,040.00	09/08/2025	10/08/2025
275905	$495.00	09/03/2025	10/03/2025
276326	$414.00	09/17/2025	10/17/2025
276327	$520.00	09/17/2025	10/17/2025
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276348	$14,496.00	09/17/2025	10/17/2025
276372	$40,770.00	09/18/2025	10/18/2025
276614	$375.00	09/26/2025	10/26/2025
276673	$7,175.00	09/26/2025	10/26/2025
276748	$38,724.00	09/30/2025	10/30/2025
276749	$8,028.00	09/30/2025	10/30/2025
598412	$234.75	09/26/2025	10/26/2025
599711	$1,096.20	09/26/2025	10/26/2025
21310	$175.00	09/10/2025	10/10/2025
LP00091197	$1,798.00	09/10/2025	10/10/2025
476288155-1	$5.85	09/05/2025	10/05/2025
476290778	$68.97	10/02/2025	11/01/2025
INV 3211019	$28.90	09/05/2025	10/05/2025
INV 3212010	$34.61	09/05/2025	10/05/2025
26610	$181.60	09/17/2025	10/17/2025
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11313555	$9,970.74	09/08/2025	10/08/2025
5043842611	$1,490.00	09/05/2025	10/05/2025
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5043843202-1	$911.00	09/12/2025	10/12/2025
5043843234	$427.00	09/12/2025	10/12/2025
5043843236	$370.00	09/12/2025	10/12/2025
5043843316	$3,152.00	09/29/2025	10/29/2025
5043843324	$366.00	09/22/2025	10/22/2025
5043843332	$1,745.00	09/22/2025	10/22/2025
IN2139283	$707.90	09/10/2025	10/10/2025

IN2290493	$703.00	09/10/2025	10/10/2025
IN2290497	$1,329.52	09/26/2025	10/26/2025
IN2344078	$707.90	09/26/2025	10/26/2025
AF2VT7D	$64.42	09/23/2025	10/23/2025
AF3AW1P	$139.12	09/23/2025	10/23/2025
AF3HI1R	$705.02	09/23/2025	10/23/2025
AF3IJ9B	$134.22	09/23/2025	10/23/2025
AF9KN3V	$45.75	09/23/2025	10/23/2025
46717310	$1,094.48	09/17/2025	10/17/2025
14837	$25.00	09/29/2025	10/29/2025
104175	$1,317.00	09/26/2025	10/26/2025
AF6139J	$189.18	09/05/2025	10/05/2025
AF6QU3F	$436.24	09/05/2025	10/05/2025
AF6RD9N	$649.20	09/05/2025	10/05/2025
AF6XR9K	$6,602.92	09/05/2025	10/05/2025
AG2TS8S	$247.35	09/29/2025	10/29/2025
287289444700X09202025	$1,021.15	09/26/2025	10/26/2025
287290341654X09202025	$2,143.96	09/26/2025	10/26/2025
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55P1739865	$194.84	10/01/2025	10/31/2025
55P1739872	$176.59	10/01/2025	10/31/2025
L420119	$13.50	09/10/2025	10/10/2025
23073273-090425	$105.41	09/10/2025	10/10/2025
24850621-082925	$409.61	09/04/2025	10/04/2025
55P1739925	$189.26	09/30/2025	10/30/2025
125698	$15.00	09/03/2025	10/03/2025
148790	$339.98	09/16/2025	10/16/2025
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6122750915	$1,948.73	09/08/2025	10/08/2025
860164-0	$310.64	09/25/2025	10/25/2025
860164-1	$81.02	09/25/2025	10/25/2025
104276	$715.00	09/26/2025	10/26/2025
229555	$783.92	09/17/2025	10/17/2025
55P1739953	$202.40	10/01/2025	10/31/2025
55P1728898	$237.38	10/02/2025	11/01/2025
55P1739688	$216.20	10/02/2025	11/01/2025
55P1739823	$151.61	10/02/2025	11/01/2025
55P1739824	$180.04	10/02/2025	11/01/2025
55P1739825	$484.39	10/02/2025	11/01/2025
55P1739826	$140.19	10/02/2025	11/01/2025
55P1739829	$284.83	10/02/2025	11/01/2025
55P1739830	$356.92	09/30/2025	10/30/2025
55P1739831	$290.56	09/30/2025	10/30/2025
55P1739832	$1,813.36	10/01/2025	10/31/2025
55P1739833	$1,813.36	10/01/2025	10/31/2025
55P1739834	$151.21	10/01/2025	10/31/2025
55P1739835	$178.46	10/01/2025	10/31/2025

55P1739836	$741.48	10/01/2025	10/31/2025
55P1739837	$240.49	10/01/2025	10/31/2025
55P1739838	$226.67	10/01/2025	10/31/2025
55P1739839	$707.65	10/01/2025	10/31/2025
55P1739840	$301.82	10/01/2025	10/31/2025
55P1739841	$1,360.02	10/01/2025	10/31/2025
55P1739842	$680.01	10/01/2025	10/31/2025
55P1739844	$102.86	10/01/2025	10/31/2025
55P1739845	$237.38	10/01/2025	10/31/2025
55P1739846	$153.77	10/01/2025	10/31/2025
55P1739847	$86.44	10/01/2025	10/31/2025
55P1739848	$210.96	10/01/2025	10/31/2025
55P1740135	$255.42	10/02/2025	11/01/2025
2025412310302	$323.54	09/30/2025	10/30/2025
2025412349662	$438.97	09/30/2025	10/30/2025
246601368-006	$925.00	09/02/2025	10/02/2025
092925	$300.00	10/01/2025	10/31/2025
NOPDJSC7_SEPT25	$45,451.13	09/29/2025	10/29/2025
0950909	$637.37	09/09/2025	10/09/2025
123.358	$3,357.12	09/10/2025	10/10/2025
104249	$1,427.00	09/11/2025	10/11/2025
104372	$18.96	09/11/2025	10/11/2025
104457	$2,487.00	09/26/2025	10/26/2025
C202574	$3,862.50	09/05/2025	10/05/2025
8011985115	$40.00	09/25/2025	10/25/2025
8012076835	$40.00	09/25/2025	10/25/2025
104248	$3,747.00	09/11/2025	10/11/2025
148753	$883.50	09/22/2025	10/22/2025
1252894-0	$812.10	09/12/2025	10/12/2025
1080	$22,120.00	09/29/2025	10/29/2025
1082	$22,120.00	09/29/2025	10/29/2025
1084	$22,120.00	09/29/2025	10/29/2025
136758	$50,800.00	09/23/2025	10/23/2025
4050	$160,869.50	09/15/2025	10/15/2025
198640104	$1,386.41	10/01/2025	10/31/2025
790024386-050	$120.00	09/15/2025	10/15/2025
3632921-202508-1	$718.60	09/04/2025	10/04/2025
L420116	$1,424.00	09/03/2025	10/03/2025
125682	$4,140.00	09/02/2025	10/02/2025
665662343	$533.00	10/02/2025	11/01/2025
169706	$1,596.00	09/10/2025	10/10/2025
978867	$1,651.28	09/02/2025	10/02/2025
978868	$1,651.28	09/02/2025	10/02/2025
981921	$1,651.28	09/24/2025	10/24/2025
981923	$1,651.28	09/24/2025	10/24/2025
2025059049	$968.30	09/04/2025	10/04/2025
104460	$4,232.00	09/26/2025	10/26/2025

104247	$7,143.00	09/26/2025	10/26/2025
104246	$3,700.00	09/26/2025	10/26/2025
237524403	$9,680.25	09/25/2025	10/25/2025
169756	$510.00	09/24/2025	10/24/2025
287187	$102.65	09/11/2025	10/11/2025
287323	$103.65	09/11/2025	10/11/2025
287525	$103.65	09/11/2025	10/11/2025
287580	$103.65	09/11/2025	10/11/2025
287776	$198.42	09/11/2025	10/11/2025
287880	$327.42	09/11/2025	10/11/2025
287935	$179.98	09/11/2025	10/11/2025
288026	$506.38	09/26/2025	10/26/2025
288487	$297.63	09/26/2025	10/26/2025
288609	$621.59	09/26/2025	10/26/2025
288637	$352.73	09/30/2025	10/30/2025
288638	$352.73	09/30/2025	10/30/2025
288639	$352.73	09/30/2025	10/30/2025
288674	$102.65	09/30/2025	10/30/2025
1253346-0	$326.54	09/12/2025	10/12/2025
0951646	$302.80	09/09/2025	10/09/2025
0951647	$302.80	09/09/2025	10/09/2025
0951648	$302.80	09/09/2025	10/09/2025
0951649	$302.80	09/09/2025	10/09/2025
0951650	$302.80	09/09/2025	10/09/2025
0951651	$302.80	09/09/2025	10/09/2025
0951652	$302.80	09/09/2025	10/09/2025
0951653	$302.80	09/09/2025	10/09/2025
0951684	$302.80	09/09/2025	10/09/2025
0708877-IN	$233.90	09/12/2025	10/12/2025
34179	$34,803.00	09/19/2025	10/19/2025
34205	$25,780.00	09/22/2025	10/22/2025
77243013	$26,515.92	09/19/2025	10/19/2025
02066229	$5,620.00	09/10/2025	10/10/2025
0979082	$4,595.41	09/17/2025	10/17/2025
2473549	$71.94	10/01/2025	10/31/2025
3208898	$2,066.70	09/17/2025	10/17/2025
8012076847	$251.00	09/25/2025	10/25/2025
13098	$580.00	09/04/2025	10/04/2025
130747468	$1,808.94	09/09/2025	10/09/2025
9623265528	$413.72	09/02/2025	10/02/2025
3508330	$1,907.48	09/09/2025	10/09/2025
3496522	$207.15	09/09/2025	10/09/2025
3497328	$2,311.12	09/09/2025	10/09/2025
3502639	$690.90	09/09/2025	10/09/2025
3509420	$4,324.02	09/09/2025	10/09/2025
3511788	$721.22	09/09/2025	10/09/2025
3546353	$7,740.00	09/09/2025	10/09/2025

3608652	$1,639.15	09/09/2025	10/09/2025
3618646	$486.64	09/09/2025	10/09/2025
3622109	$4,683.22	09/09/2025	10/09/2025
3624568	$344.04	09/09/2025	10/09/2025
3629146	$143.60	09/09/2025	10/09/2025
3644967	$5,512.15	09/09/2025	10/09/2025
3697653	$4,283.88	09/09/2025	10/09/2025
104429	$33,538.00	09/26/2025	10/26/2025
8818976098	$397.90	09/11/2025	10/11/2025
8819262195	$83.32	09/11/2025	10/11/2025
8819272736	$3,153.60	09/11/2025	10/11/2025
8819342859	$34.89	09/02/2025	10/02/2025
8819831039	$630.40	09/03/2025	10/03/2025
8819833522	$5,212.53	09/03/2025	10/03/2025
39578532	$31.50	09/02/2025	10/02/2025
39626490	$1,482.80	09/29/2025	10/29/2025
39648311	$31.50	10/01/2025	10/31/2025
999815318	$2,942.34	09/11/2025	10/11/2025
229513	$2,097.00	09/09/2025	10/09/2025
INV1337919	$284.48	09/05/2025	10/05/2025
3115962	$13,886.12	09/08/2025	10/08/2025
1252280-0	$712.46	09/22/2025	10/22/2025
55P1739827	$223.71	10/02/2025	11/01/2025
55P1739828	$447.42	10/02/2025	11/01/2025
55P1739843	$190.94	10/01/2025	10/31/2025
08312025	$1,890.00	09/03/2025	10/03/2025
13099	$271.44	09/04/2025	10/04/2025
55P1739849	$248.10	10/01/2025	10/31/2025
OFAPNB-0318	$10,420.50	10/02/2025	11/01/2025
237512274	$2,991.87	09/25/2025	10/25/2025
L420120	$54.00	09/04/2025	10/04/2025
L422329	$27.00	10/02/2025	11/01/2025
13929838-091825	$65.74	09/22/2025	10/22/2025
55P1739691	$97.86	10/01/2025	10/31/2025
125699	$30.00	09/11/2025	10/11/2025
979463835-20250820	$573.20	09/22/2025	10/22/2025
257826476	$256.00	09/04/2025	10/04/2025
257831526	$82.00	09/04/2025	10/04/2025
1692564	$400.00	09/03/2025	10/03/2025
1724812	$400.00	09/03/2025	10/03/2025
1754276	$400.00	09/03/2025	10/03/2025
12117	$848.00	09/30/2025	10/30/2025
SCA420902202956	$4,196.88	09/17/2025	10/17/2025
859798-0	$475.02	09/04/2025	10/04/2025
859798-1	$21.18	09/04/2025	10/04/2025
234119292-023	$190.00	09/29/2025	10/29/2025
62471 2	$264.20	09/02/2025	10/02/2025

62530	$2,614.60	09/02/2025	10/02/2025
62660	$2,614.60	09/08/2025	10/08/2025
62716	$2,614.60	09/17/2025	10/17/2025
1756179	$791,715.90	09/05/2025	10/05/2025
0000207933	$10,700.00	09/03/2025	10/03/2025
0000209119	$1,188,628.04	09/30/2025	10/30/2025
0000209120	$1,556,644.68	09/30/2025	10/30/2025
0000209121	$459,000.00	09/30/2025	10/30/2025
289304	$808.09	09/11/2025	10/11/2025
12844	$1,500.00	09/22/2025	10/22/2025
9628412802	$954.24	09/04/2025	10/04/2025
1060319	$440,210.12	09/02/2025	10/02/2025
1060740	$420,240.00	10/01/2025	10/31/2025
61441-2	$795.42	09/10/2025	10/10/2025
62715	$939.42	09/15/2025	10/15/2025
50294	$11,770.00	09/03/2025	10/03/2025
0001755421	$4,835.00	09/04/2025	10/04/2025
0001755422	$2,995.00	09/04/2025	10/04/2025
0001756123	$8,234.23	09/05/2025	10/05/2025
107217	$20,710.02	09/24/2025	10/24/2025
08-2025	$252.00	09/04/2025	10/04/2025
09-2025	$196.80	10/02/2025	11/01/2025
285550	$936.26	09/05/2025	10/05/2025
287926	$694.10	09/10/2025	10/10/2025
INV 3218994	$333.76	09/19/2025	10/19/2025
INV 3220685	$977.44	09/26/2025	10/26/2025
2501543	$992.20	09/05/2025	10/05/2025
9629875403	$452.16	09/05/2025	10/05/2025
0825TASLEADEXPANSION	$31,927.68	10/02/2025	11/01/2025
46DB8D48-0001	$139.99	09/05/2025	10/05/2025
428772489001	$53.14	09/08/2025	10/08/2025
428772504001	$49.65	09/08/2025	10/08/2025
438466385001	$140.90	09/26/2025	10/26/2025
2880300-090425	$208.95	09/08/2025	10/08/2025
44767808	$1,090.53	09/22/2025	10/22/2025
44770075	$247.74	09/22/2025	10/22/2025
894395	$81.98	09/22/2025	10/22/2025
1251918-1	$25.10	09/19/2025	10/19/2025
1253784-0	$35.10	09/22/2025	10/22/2025
113.365	$53.80	09/22/2025	10/22/2025
113.366	$53.80	09/22/2025	10/22/2025
ARINV75750023	$32.99	09/08/2025	10/08/2025
EDBUSA-4439	$2,066.00	10/01/2025	10/31/2025
16307	$1,866.40	09/10/2025	10/10/2025
16321	$466.60	09/10/2025	10/10/2025
436941649001	$34.60	09/08/2025	10/08/2025
1252284-1	$20.23	09/12/2025	10/12/2025

1252284-2	$20.23	09/12/2025	10/12/2025
24409280-090425	$41.77	09/08/2025	10/08/2025
CEA06302025	$4,779.83	09/11/2025	10/11/2025
CEA08312025	$3,857.75	09/16/2025	10/16/2025
CNOAIR08312025	$108,554.54	09/16/2025	10/16/2025
INV-00003227	$37,115.88	09/25/2025	10/25/2025
08-25-03	$76,878.56	09/26/2025	10/26/2025
SLLSDV-AIRCCSAUG25	$21,487.76	09/19/2025	10/19/2025
SLLSDV-AIRCCSJUL25	$19,642.14	09/19/2025	10/19/2025
20250015	$6,980.39	09/05/2025	10/05/2025
6-2025-P1	$52,246.80	09/05/2025	10/05/2025
6-2025-P2	$46,832.02	09/05/2025	10/05/2025
JUNE 2025 NP	$25,935.72	09/26/2025	10/26/2025
MARCH 25 NP	$47,480.04	09/29/2025	10/29/2025
466	$25,000.00	09/10/2025	10/10/2025
ARB250905LAY AUG'25	$41,666.67	09/12/2025	10/12/2025
5001	$2,472.47	09/10/2025	10/10/2025
5423/K23-1195-19	$1,204.29	09/07/2025	10/07/2025
5423/K23-1195-20	$7,560.55	09/12/2025	10/12/2025
AD1238	$37,933.80	09/18/2025	10/18/2025
71379	$896.00	09/04/2025	10/04/2025
21593158-090425	$143.90	09/08/2025	10/08/2025
1253154-0	$20.15	09/19/2025	10/19/2025
1253154-1	$117.42	09/19/2025	10/19/2025
1253154-2	$117.42	09/19/2025	10/19/2025
55P1739866	$71.71	10/01/2025	10/31/2025
55P1740051	$71.71	10/01/2025	10/31/2025
39846473	$386.84	09/08/2025	10/08/2025
39846480	$407.57	09/08/2025	10/08/2025
125620	$995.00	09/04/2025	10/04/2025
125683	$910.00	09/04/2025	10/04/2025
LANE493890	$4,439.91	09/02/2025	10/02/2025
LANE493891	$1,339.63	09/02/2025	10/02/2025
LANE493903	$50.94	09/02/2025	10/02/2025
LANE494065	$49.37	09/02/2025	10/02/2025
LANE494191	$378.27	09/18/2025	10/18/2025
LANE494274	$11,917.50	09/22/2025	10/22/2025
LANE494428	$216.24	10/01/2025	10/31/2025
9210292092DM	$16,564.10	09/30/2025	10/30/2025
6122630160	$680.17	09/16/2025	10/16/2025
316481	$19.99	09/23/2025	10/23/2025
49709933	$272.31	09/14/2025	10/14/2025
49777376	$272.31	09/14/2025	10/14/2025
49818061	$272.31	09/14/2025	10/14/2025
49847907	$9,089.11	09/14/2025	10/14/2025
49959182	$72.79	09/14/2025	10/14/2025
50975624	$403.25	09/08/2025	10/08/2025

51139587	$379.21	09/08/2025	10/08/2025
51139588	$354.29	09/08/2025	10/08/2025
51206643	$563.49	09/08/2025	10/08/2025
51413686	$100.41	09/08/2025	10/08/2025
51413687	$30.14	09/08/2025	10/08/2025
51413688	$610.11	09/08/2025	10/08/2025
51448025	$775.43	09/08/2025	10/08/2025
51497761	$313.19	09/08/2025	10/08/2025
51531366	$92.80	09/08/2025	10/08/2025
51531367	$272.09	09/08/2025	10/08/2025
51558433	$1,092.44	09/08/2025	10/08/2025
51581501	$8,419.85	09/14/2025	10/14/2025
51581505	$205.47	09/08/2025	10/08/2025
51883381	$233.89	09/14/2025	10/14/2025
51921388	$234.97	09/14/2025	10/14/2025
4328858	$29,792.00	09/23/2025	10/23/2025
0369975	$674.78	09/10/2025	10/10/2025
46261	$165.00	09/08/2025	10/08/2025
46152031	$87.00	09/08/2025	10/08/2025
47334084	$6,130.96	09/26/2025	10/26/2025
06-25-06	$4,498.76	09/30/2025	10/30/2025
07-25-06	$16,583.17	09/08/2025	10/08/2025
0952185	$2,701.06	09/26/2025	10/26/2025
0952210	$2,701.06	09/26/2025	10/26/2025
104242	$27.65	09/26/2025	10/26/2025
IN2291975	$3,665.45	09/26/2025	10/26/2025
228772	$175.00	09/10/2025	10/10/2025
229143	$175.00	09/10/2025	10/10/2025
229539	$175.00	09/10/2025	10/10/2025
230041	$175.00	09/10/2025	10/10/2025
230143	$175.00	09/10/2025	10/10/2025
INV-00158842	$576.00	09/05/2025	10/05/2025
INV-00158843	$576.00	09/05/2025	10/05/2025
INV-00158975	$864.00	09/05/2025	10/05/2025
INV-00159358	$576.00	09/05/2025	10/05/2025
INV-00159360	$288.00	09/05/2025	10/05/2025
1636066	$1,711.50	09/10/2025	10/10/2025
SC2516	$1,359.20	09/23/2025	10/23/2025
6102514514	$2,219.62	09/30/2025	10/30/2025
6104952510	$3,418.70	09/30/2025	10/30/2025
6107409839	$3,377.40	09/30/2025	10/30/2025
6109907450	$7,786.79	09/30/2025	10/30/2025
6112402282	$6,203.26	09/30/2025	10/30/2025
6114911258	$4,109.16	09/30/2025	10/30/2025
6117421154	$4,514.31	09/30/2025	10/30/2025
6119940702	$1,149.71	09/30/2025	10/30/2025
6120143936	$2,817.85	09/30/2025	10/30/2025

6122630159	$3,378.17	09/16/2025	10/16/2025
6122630161	$1,941.94	09/30/2025	10/30/2025
860584-0	$174.79	09/25/2025	10/25/2025
860584-2	$15.63	09/25/2025	10/25/2025
860584-3	$26.17	09/25/2025	10/25/2025
861343-0	$89.95	09/25/2025	10/25/2025
AN-8053	$7,181.92	09/22/2025	10/22/2025
5446802025	$15.50	09/29/2025	10/29/2025
5471402025	$102.00	09/29/2025	10/29/2025
101-48835-01	$3,012.60	09/29/2025	10/29/2025
178559	$610.20	09/24/2025	10/24/2025
01465041	$141.40	09/23/2025	10/23/2025
01467820	$105.00	10/02/2025	11/01/2025
L409559	$81.00	09/17/2025	10/17/2025
L420108	$135.00	09/17/2025	10/17/2025
434504009001	$525.46	09/09/2025	10/09/2025
434504010001	$22.94	09/09/2025	10/09/2025
434504011001	$61.22	09/09/2025	10/09/2025
434983447001	$75.90	09/08/2025	10/08/2025
440466293001	$85.46	09/26/2025	10/26/2025
440466293002	$115.38	09/26/2025	10/26/2025
440466294001	$455.92	09/26/2025	10/26/2025
441356523001	$67.65	09/26/2025	10/26/2025
441356526001	$283.19	09/26/2025	10/26/2025
B19935722	$307.07	09/23/2025	10/23/2025
954376	$742.00	09/02/2025	10/02/2025
2575466	$7,301.09	09/02/2025	10/02/2025
SC2510A	$4,978.10	09/05/2025	10/05/2025
55P1728866	$110.88	09/30/2025	10/30/2025
55P1729079	$140.19	09/30/2025	10/30/2025
55P1729087	$162.96	09/30/2025	10/30/2025
55P1739809	$110.88	09/30/2025	10/30/2025
55P1740045	$140.19	09/30/2025	10/30/2025
55P1740046	$172.22	10/01/2025	10/31/2025
55P1740047	$107.45	10/01/2025	10/31/2025
55P1740048	$144.53	10/01/2025	10/31/2025
55P1740049	$102.21	10/01/2025	10/31/2025
55P1740050	$102.21	10/01/2025	10/31/2025
55P1740052	$114.33	10/01/2025	10/31/2025
55P1740053	$162.96	09/30/2025	10/30/2025
7410041110901-08222025	$307.54	09/16/2025	10/16/2025
44715598	$128.16	09/23/2025	10/23/2025
14299854	$57.14	09/25/2025	10/25/2025
6123814910-NOHD	$1,802.15	09/29/2025	10/29/2025
257826692	$40.00	09/08/2025	10/08/2025
257827151	$40.00	09/08/2025	10/08/2025
257827153	$40.00	09/08/2025	10/08/2025

257831307	$40.00	09/08/2025	10/08/2025
257835604	$40.00	09/08/2025	10/08/2025
257835689	$40.00	09/08/2025	10/08/2025
257835793	$40.00	09/08/2025	10/08/2025
257835856	$40.00	09/08/2025	10/08/2025
257835967	$40.00	09/08/2025	10/08/2025
257839990	$40.00	09/08/2025	10/08/2025
257840528	$40.00	09/08/2025	10/08/2025
139547	$46.99	09/03/2025	10/03/2025
142883	$24.99	09/03/2025	10/03/2025
186823	$24.99	09/03/2025	10/03/2025
204663	$46.99	09/03/2025	10/03/2025
377869	$38.67	10/02/2025	11/01/2025
26241	$454.50	09/25/2025	10/25/2025
12D	$36,950.28	09/19/2025	10/19/2025
13D	$38,374.28	09/19/2025	10/19/2025
14D	$26,000.00	09/28/2025	10/28/2025
0912	$1,015.00	09/10/2025	10/10/2025
44340127	$310.40	09/11/2025	10/11/2025
84698296	$58.61	09/17/2025	10/17/2025
84731176	$111.04	09/17/2025	10/17/2025
84739536	$2.75	09/18/2025	10/18/2025
INV3155	$6,809.69	09/22/2025	10/22/2025
INV3407	$1,752.84	09/25/2025	10/25/2025
6123814910-HCH	$919.74	09/29/2025	10/29/2025
INV-00003118-3119	$186,936.11	09/09/2025	10/09/2025
041939	$37,391.25	09/16/2025	10/16/2025
41938	$37,391.25	09/09/2025	10/09/2025
11138319-091225	$132.10	09/18/2025	10/18/2025
7719615-091725	$102.90	09/23/2025	10/23/2025
8011895834	$105.00	09/25/2025	10/25/2025
8011895835	$315.00	09/25/2025	10/25/2025
110	$20,460.35	10/02/2025	11/01/2025
20260630-301120	$5,000.00	09/17/2025	10/17/2025
5518998397	$124.97	09/08/2025	10/08/2025
5518998532	$43.49	09/08/2025	10/08/2025
5518998675	$43.49	09/08/2025	10/08/2025
1252556-0	$64.14	09/12/2025	10/12/2025
1252557-0	$125.50	09/12/2025	10/12/2025
1253339-0	$87.37	09/19/2025	10/19/2025
1254043-0	$161.30	09/22/2025	10/22/2025
1254564-0	$84.00	09/30/2025	10/30/2025
1254600-0	$1,083.11	09/30/2025	10/30/2025
1254600-1	$49.15	09/30/2025	10/30/2025
1254607-0	$26.63	09/30/2025	10/30/2025
64787	$135.00	09/29/2025	10/29/2025
6138	$525.00	09/29/2025	10/29/2025

0950725R	$1,022.50	09/26/2025	10/26/2025
0951385	$1,707.92	09/26/2025	10/26/2025
0952161	$1,345.82	09/26/2025	10/26/2025
7624	$15.90	09/09/2025	10/09/2025
11708448	$1,395.42	09/09/2025	10/09/2025
563050-178695	$15,009.57	09/02/2025	10/02/2025
2735	$3,000.00	09/20/2025	10/20/2025
16308	$4,432.70	09/10/2025	10/10/2025
16319	$419.94	09/09/2025	10/09/2025
16322	$4,432.70	09/10/2025	10/10/2025
16336	$3,989.43	09/10/2025	10/10/2025
52525	$800.00	09/02/2025	10/02/2025
INV-52533	$800.00	09/27/2025	10/27/2025
29429	$11,950.00	09/17/2025	10/17/2025
104235	$1,309.00	09/18/2025	10/18/2025
0057989	$2,181.41	09/10/2025	10/10/2025
348620	$20.00	09/11/2025	10/11/2025
HRSA-EHE-AUG25	$169,353.74	10/01/2025	10/31/2025
HRSA-EHE-MAR25R	$68,216.52	09/30/2025	10/30/2025
04-2025-NP	$28,186.94	09/05/2025	10/05/2025
05-2025-NP	$32,818.32	09/05/2025	10/05/2025
HEALTH 3/18	$11,110.00	09/30/2025	10/30/2025
SY26 2 OF 8	$11,110.00	09/03/2025	10/03/2025
5002	$16,518.69	09/10/2025	10/10/2025
10216	$5,778.24	10/01/2025	10/31/2025
1003	$1,200.00	09/05/2025	10/05/2025
INV-05133	$4,426.25	09/08/2025	10/08/2025
91125OHP	$450.00	09/23/2025	10/23/2025
42283	$4,910.00	09/24/2025	10/24/2025
43634	$6,315.00	10/02/2025	11/01/2025
0635F933-0002	$357.12	09/05/2025	10/05/2025
5A48D44E-0002	$1,608.57	09/05/2025	10/05/2025
5E01A2F9-0001	$278.10	09/05/2025	10/05/2025
0609A621-0013	$4,240.00	09/09/2025	10/09/2025
1382	$3,430.35	09/23/2025	10/23/2025
1389	$5,817.15	09/30/2025	10/30/2025
70058	$3,966.00	09/08/2025	10/08/2025
45875855	$516.87	09/02/2025	10/02/2025
NOEMSJSC7_SEPT25	$2,574.60	09/29/2025	10/29/2025
0299930	$4,784.73	09/29/2025	10/29/2025
4153871	$1,161.60	09/17/2025	10/17/2025
1-136448599282	$10,473.00	09/18/2025	10/18/2025
1-136507805227	$5,917.00	09/26/2025	10/26/2025
302751	$99.00	10/01/2025	10/31/2025
287347581408X09062025	$1,011.77	09/26/2025	10/26/2025
55P1730305	$49.36	10/02/2025	11/01/2025
55P1739694	$262.08	10/01/2025	10/31/2025

7410047165601-091825	$436.01	09/23/2025	10/23/2025
INV 3216807	$458.48	09/16/2025	10/16/2025
315636786	$32,639.00	09/25/2025	10/25/2025
315546878	$530.00	09/25/2025	10/25/2025
315576494	$1,789.12	09/25/2025	10/25/2025
315588595	$2,826.13	09/25/2025	10/25/2025
315598615	$738.00	09/25/2025	10/25/2025
315601049	$1,936.12	09/25/2025	10/25/2025
125624	$265.00	09/12/2025	10/12/2025
125691	$300.00	09/12/2025	10/12/2025
13612524865	$1,132.23	09/17/2025	10/17/2025
197738261	$457.37	09/11/2025	10/11/2025
35487003-001	$32,302.20	09/04/2025	10/04/2025
35487003-002	$21,327.20	09/04/2025	10/04/2025
35487003-003	$21,327.20	09/04/2025	10/04/2025
35487003-004	$21,327.20	09/04/2025	10/04/2025
35487003-005	$21,327.20	09/29/2025	10/29/2025
84	$6,974.22	09/11/2025	10/11/2025
INV002240648	$770.52	09/30/2025	10/30/2025
3980501	$1,916.45	09/03/2025	10/03/2025
309	$3,600.00	09/09/2025	10/09/2025
31787	$1,189.50	10/02/2025	11/01/2025
CNO1042	$1,450.00	09/16/2025	10/16/2025
5519020678	$43.18	09/08/2025	10/08/2025
13100	$471.17	09/04/2025	10/04/2025
NOHSAUG25	$146.19	09/08/2025	10/08/2025
1980894	$1,908.25	09/05/2025	10/05/2025
2238103	$954.26	09/15/2025	10/15/2025
2518758	$9,037.30	09/15/2025	10/15/2025
2905893	$1,174.80	09/26/2025	10/26/2025
8980	$255.00	10/01/2025	10/31/2025
INV-8906	$255.00	09/04/2025	10/04/2025
100176	$4,018.58	09/23/2025	10/23/2025
114.370	$376.60	09/22/2025	10/22/2025
114.371	$376.60	09/22/2025	10/22/2025
114.372	$376.60	09/22/2025	10/22/2025
15460	$9,155.00	09/10/2025	10/10/2025
15520	$2,090.50	09/29/2025	10/29/2025
INV-4393682	$172.01	09/08/2025	10/08/2025
55P1739689	$235.38	10/01/2025	10/31/2025
48723-US06A	$20,055.85	09/16/2025	10/16/2025
48725-US06A	$64,178.73	09/16/2025	10/16/2025
48735-US06A	$2,587.50	09/11/2025	10/11/2025
48741-US06A	$492,046.53	09/16/2025	10/16/2025
48796-US06A	$4,400.00	09/16/2025	10/16/2025
112.368	$64.56	09/22/2025	10/22/2025
112.369	$64.56	09/22/2025	10/22/2025

104174	$15,418.90	09/26/2025	10/26/2025
22814	$80,440.00	09/24/2025	10/24/2025
1589511	$51,520.00	09/12/2025	10/12/2025
1589519	$41,478.00	09/12/2025	10/12/2025
1589524	$10,579.00	09/12/2025	10/12/2025
1589525	$15,575.00	09/12/2025	10/12/2025
20250000752	$363,144.76	09/25/2025	10/25/2025
KRKC975	$3,298.35	09/10/2025	10/10/2025
6468279-091825	$220.81	10/01/2025	10/31/2025
55P1740066	$557.60	10/01/2025	10/31/2025
6121136971	$686.11	10/01/2025	10/31/2025
700851419	$10,730.00	09/30/2025	10/30/2025
700852597	$199,442.49	09/30/2025	10/30/2025
700854513A	$453.40	09/30/2025	10/30/2025
700854788	$24,560.00	09/30/2025	10/30/2025
55P1739683	$117.98	10/02/2025	11/01/2025
55P1739684	$117.98	10/02/2025	11/01/2025
55P1739686	$117.98	10/02/2025	11/01/2025
55P1739687	$197.08	10/02/2025	11/01/2025
149693	$6,664.48	09/16/2025	10/16/2025
150360	$22,255.91	10/02/2025	11/01/2025
6123404582	$493.89	09/30/2025	10/30/2025
110.366	$215.20	09/12/2025	10/12/2025
110.367	$215.20	09/12/2025	10/12/2025
110.368	$215.20	09/22/2025	10/22/2025
346684	$200.00	09/11/2025	10/11/2025
55P1739685	$99.68	10/02/2025	11/01/2025
55P1740074	$192.21	10/01/2025	10/31/2025
13792802	$1,821.89	09/05/2025	10/05/2025
14561080	$15,993.34	09/19/2025	10/19/2025
14590603	$15,731.44	09/18/2025	10/18/2025
14650296	$15,654.94	09/24/2025	10/24/2025
14703319	$15,030.45	09/25/2025	10/25/2025
158.361	$107.60	09/17/2025	10/17/2025
158.362	$107.60	09/17/2025	10/17/2025
55P1739873	$309.89	10/01/2025	10/31/2025
254120	$675.00	09/10/2025	10/10/2025
45318718	$1,213.00	09/09/2025	10/09/2025
45410641	$448.00	09/15/2025	10/15/2025
45414778	$256.00	09/15/2025	10/15/2025
6123044032	$255.53	09/16/2025	10/16/2025
101.367	$86.08	09/11/2025	10/11/2025
101.368	$86.08	09/22/2025	10/22/2025
115.359	$32.28	09/22/2025	10/22/2025
350640	$200.00	09/11/2025	10/11/2025
1230	$2,071.21	09/16/2025	10/16/2025
55P1739991	$189.62	10/01/2025	10/31/2025

267039591-090825	$34.43	09/08/2025	10/08/2025
109.360	$32.28	09/18/2025	10/18/2025
4241211855	$216.58	09/30/2025	10/30/2025
4242629307	$216.58	09/30/2025	10/30/2025
4243424660	$216.58	09/30/2025	10/30/2025
4244139396	$216.58	09/30/2025	10/30/2025
B20239567	$2,883.65	09/26/2025	10/26/2025
21375	$3,920.00	09/15/2025	10/15/2025
202500000477	$11,661.18	09/19/2025	10/19/2025
3145404	$13.90	09/18/2025	10/18/2025
3145503	$13.90	09/18/2025	10/18/2025
55P1739786	$130.75	10/01/2025	10/31/2025
55P1739787	$130.75	10/01/2025	10/31/2025
55P1739788	$270.28	10/01/2025	10/31/2025
55P1739789	$86.44	10/01/2025	10/31/2025
55P1739857	$105.35	10/02/2025	11/01/2025
7410044602301-09112025	$124.87	09/23/2025	10/23/2025
315666416	$7,793.00	09/25/2025	10/25/2025
11049525407	$118.93	09/17/2025	10/17/2025
197713695	$450.96	09/10/2025	10/10/2025
119676	$1,042.84	09/05/2025	10/05/2025
119786	$1,751.37	09/18/2025	10/18/2025
70329-B	$23,098.00	09/08/2025	10/08/2025
70872-B	$14,372.00	09/08/2025	10/08/2025
71214	$390.00	09/05/2025	10/05/2025
71336	$260.00	09/17/2025	10/17/2025
71338	$260.00	09/17/2025	10/17/2025
71343	$815.52	09/17/2025	10/17/2025
71378	$8,790.00	09/24/2025	10/24/2025
71379	$780.00	09/24/2025	10/24/2025
71445	$2,580.00	09/24/2025	10/24/2025
LANE493970	$2,611.46	09/02/2025	10/02/2025
LANE494000	$67.29	09/02/2025	10/02/2025
LANE494040	$3,327.87	09/02/2025	10/02/2025
LANE494078	$400.62	09/08/2025	10/08/2025
LANE494171	$2,225.37	09/15/2025	10/15/2025
242717110-012	$68.00	09/02/2025	10/02/2025
244791342-007	$91.00	09/02/2025	10/02/2025
244791342-008	$91.00	09/29/2025	10/29/2025
245563292-007	$68.00	09/02/2025	10/02/2025
245563292-008	$68.00	09/29/2025	10/29/2025
6123326332	$1,188.81	09/30/2025	10/30/2025
1000NOV2025	$23,903.11	09/30/2025	10/30/2025
1000OCT2025	$23,903.11	09/02/2025	10/02/2025
1100NOV2025	$23,880.49	09/30/2025	10/30/2025
1100OCT2025	$23,880.49	09/02/2025	10/02/2025
1800NOV2025	$7,671.11	09/30/2025	10/30/2025

1800OCT2025	$7,671.11	09/02/2025	10/02/2025
1900NOV2025	$12,799.28	09/30/2025	10/30/2025
1900OCT2025	$12,799.28	09/02/2025	10/02/2025
800NOV2025	$28,117.57	09/30/2025	10/30/2025
800OCT2025	$30,734.93	09/02/2025	10/02/2025
900ANOV2025	$11,945.63	09/30/2025	10/30/2025
900AOCT2025	$11,945.63	09/02/2025	10/02/2025
900BNOV2025	$11,945.63	09/30/2025	10/30/2025
900BOCT2025	$11,945.63	09/02/2025	10/02/2025
2049658	$330.00	09/19/2025	10/19/2025
2466040	$330.00	09/16/2025	10/16/2025
25-0001-OP	$4,855.50	09/29/2025	10/29/2025
25-0064-OP	$63.50	09/09/2025	10/09/2025
25-0088-OP	$5,600.00	09/09/2025	10/09/2025
JSC1_SEPT25	$10,450.96	09/29/2025	10/29/2025
JSC2_SEPT25	$70,178.55	09/29/2025	10/29/2025
JSC3_SEPT25	$6,962.51	09/29/2025	10/29/2025
JSC4_SEPT25	$13,759.44	09/29/2025	10/29/2025
8189	$6,349.00	09/11/2025	10/11/2025
8237	$10,393.33	09/24/2025	10/24/2025
000004318	$77,423.22	09/22/2025	10/22/2025
OWO16401	$960.00	09/03/2025	10/03/2025
OWO16402	$640.00	09/03/2025	10/03/2025
OWO16404	$320.00	09/03/2025	10/03/2025
OWO16405	$320.00	09/03/2025	10/03/2025
OWO16406	$5,280.00	09/03/2025	10/03/2025
OWO16408	$320.00	09/03/2025	10/03/2025
OWO16409	$320.00	09/03/2025	10/03/2025
368925-001	$7,859.00	10/01/2025	10/31/2025
920006746	$3,955.00	09/15/2025	10/15/2025
920006976	$19,165.00	09/15/2025	10/15/2025
920006996	$1,034.91	09/15/2025	10/15/2025
920006997	$266.00	09/15/2025	10/15/2025
920006998	$605.50	09/15/2025	10/15/2025
920006999	$569.73	09/15/2025	10/15/2025
920007006	$7,897.00	09/15/2025	10/15/2025
920007421	$3,374.00	09/15/2025	10/15/2025
920007422	$3,532.00	09/15/2025	10/15/2025
920007575	$308.26	10/01/2025	10/31/2025
920007727	$2,885.00	10/01/2025	10/31/2025
920007780	$557.00	10/01/2025	10/31/2025
31336	$230.00	09/11/2025	10/11/2025
2946	$7,669.22	09/09/2025	10/09/2025
5519052550	$124.04	09/08/2025	10/08/2025
9164467364	$238.98	09/08/2025	10/08/2025
13363	$1,080.23	09/12/2025	10/12/2025
13364	$433.98	09/15/2025	10/15/2025

13365	$902.65	09/15/2025	10/15/2025
13376	$520.00	09/16/2025	10/16/2025
13377	$260.00	09/16/2025	10/16/2025
13379	$520.00	09/16/2025	10/16/2025
13393	$9,069.18	09/30/2025	10/30/2025
859177-0	$156.14	09/04/2025	10/04/2025
W2194726	$6,480.00	09/03/2025	10/03/2025
9623001048	$1,390.50	09/05/2025	10/05/2025
9623196053	$99.59	09/04/2025	10/04/2025
9623196061	$1,010.19	09/04/2025	10/04/2025
9623215747	$1,193.50	09/04/2025	10/04/2025
9627156434	$1,860.20	09/05/2025	10/05/2025
9627425094	$1,031.30	09/11/2025	10/11/2025
9635123350	$653.92	09/11/2025	10/11/2025
9636004112	$289.19	09/12/2025	10/12/2025
9636004120	$2,454.23	09/12/2025	10/12/2025
9643216857	$926.20	09/17/2025	10/17/2025
9643344204	$650.30	09/17/2025	10/17/2025
9643344212	$190.40	09/17/2025	10/17/2025
129.355	$1,678.56	09/12/2025	10/12/2025
129.356	$839.28	09/29/2025	10/29/2025
129.357	$839.28	09/29/2025	10/29/2025
08312025	$30,260.28	09/03/2025	10/03/2025
INV22400	$22,400.00	09/16/2025	10/16/2025
SEC 10023-F	$2,520.02	09/18/2025	10/18/2025
SEC 10050-F	$3,592.00	09/18/2025	10/18/2025
SEC 10079-F	$2,514.40	09/18/2025	10/18/2025
SEC 10105-F	$2,520.02	09/18/2025	10/18/2025
SEC 10137-F	$2,514.40	09/30/2025	10/30/2025
SEC 10165-F	$2,503.18	09/30/2025	10/30/2025
SEC 10206-F	$2,514.40	09/30/2025	10/30/2025
SEC 10273-F	$2,514.40	09/30/2025	10/30/2025
SEC 10287-F	$2,536.85	09/30/2025	10/30/2025
SEC 10296-F	$2,514.40	09/30/2025	10/30/2025
SEC 10301-F	$2,514.40	09/30/2025	10/30/2025
SEC 10302-F	$2,738.90	09/30/2025	10/30/2025
9712	$5,634.00	09/04/2025	10/04/2025
9747	$4,052.00	09/24/2025	10/24/2025
9790	$2,310.00	09/25/2025	10/25/2025
9791	$1,680.00	09/25/2025	10/25/2025
9793	$2,890.00	09/25/2025	10/25/2025
9794	$1,050.00	09/25/2025	10/25/2025
9796	$2,895.00	09/25/2025	10/25/2025
9797	$2,146.00	09/25/2025	10/25/2025
9803	$1,509.00	09/25/2025	10/25/2025
9804	$280.00	09/25/2025	10/25/2025
9805	$695.00	09/25/2025	10/25/2025

9807	$490.00	09/25/2025	10/25/2025
9809	$1,350.00	09/25/2025	10/25/2025
9810	$1,675.00	09/25/2025	10/25/2025
9811	$395.00	09/25/2025	10/25/2025
9814	$140.00	09/25/2025	10/25/2025
9817	$580.00	09/25/2025	10/25/2025
9819	$644.00	09/25/2025	10/25/2025
9820	$280.00	09/25/2025	10/25/2025
9821	$630.00	09/25/2025	10/25/2025
9822	$5,950.00	10/01/2025	10/31/2025
9823	$2,945.00	10/01/2025	10/31/2025
9824	$7,140.00	10/01/2025	10/31/2025
9825	$4,940.00	10/01/2025	10/31/2025
9826	$6,500.00	10/01/2025	10/31/2025
2508-001	$36,850.00	09/03/2025	10/03/2025
2510-001	$36,850.00	09/30/2025	10/30/2025
1700NOV2025	$30,086.67	10/01/2025	10/31/2025
1700OCT2025	$30,086.67	09/02/2025	10/02/2025
1800NOV2025	$34,586.67	10/01/2025	10/31/2025
1800OCT2025	$34,586.67	09/02/2025	10/02/2025
500NOV2025	$31,505.33	10/01/2025	10/31/2025
500OCT2025	$31,505.33	09/02/2025	10/02/2025
2835	$8,399.52	09/15/2025	10/15/2025
198021411	$660.70	09/17/2025	10/17/2025
GH_SEJS-16	$464.00	09/25/2025	10/25/2025
GH-SEJS-10	$696.00	09/23/2025	10/23/2025
GH-SEJS-15	$1,160.00	09/12/2025	10/12/2025
JSC6_SEPT25	$6,190.92	09/29/2025	10/29/2025
203SQ0172A	$1,517.00	10/01/2025	10/31/2025
9623196079	$1,445.25	09/04/2025	10/04/2025
9626085311	$403.56	09/05/2025	10/05/2025
09.04.2025.01	$5,170.00	09/04/2025	10/04/2025
206721	$641.00	09/03/2025	10/03/2025
206816	$758.00	09/17/2025	10/17/2025
206833	$1,622.00	09/17/2025	10/17/2025
206834	$767.00	09/17/2025	10/17/2025
9112183	$160.00	09/25/2025	10/25/2025
12532328-090425	$103.80	09/08/2025	10/08/2025
852436721	$974.11	09/02/2025	10/02/2025
55P1739952	$186.53	10/01/2025	10/31/2025
37591	$956.20	09/12/2025	10/12/2025
37592	$1,072.00	09/12/2025	10/12/2025
37633	$1,038.00	10/01/2025	10/31/2025
6122368212	$40.29	09/15/2025	10/15/2025
104275	$1,317.00	09/26/2025	10/26/2025
104444	$1,194.00	09/26/2025	10/26/2025
27001	$3,630.00	09/17/2025	10/17/2025

IS803223	$58.00	09/03/2025	10/03/2025
27NOLA-0004	$1,472.50	09/15/2025	10/15/2025
122369	$2,630.00	10/02/2025	11/01/2025
178380	$108.45	09/11/2025	10/11/2025
2869425-082225	$114.98	09/19/2025	10/19/2025
2869425-092225	$114.98	09/24/2025	10/24/2025
55P1739822	$149.83	10/01/2025	10/31/2025
55P1739958	$164.43	10/01/2025	10/31/2025
55P1740054	$67.93	10/01/2025	10/31/2025
55P1740055	$147.08	10/01/2025	10/31/2025
55P1740056	$159.70	10/01/2025	10/31/2025
55P1740057	$105.35	10/01/2025	10/31/2025
55P1740059	$178.39	10/01/2025	10/31/2025
55P1740060	$196.88	10/01/2025	10/31/2025
55P1740062	$172.20	10/01/2025	10/31/2025
55P1740063	$149.83	10/01/2025	10/31/2025
55P1740064	$70.80	10/01/2025	10/31/2025
55P1740065	$151.84	10/01/2025	10/31/2025
55P1740071	$52.09	10/01/2025	10/31/2025
0017410044734601SEP25	$213.73	09/25/2025	10/25/2025
11049525253	$270.32	09/17/2025	10/17/2025
11049525406	$2,058.99	09/17/2025	10/17/2025
985071828-AUG25	$7,608.78	09/10/2025	10/10/2025
6114817279	$2,984.99	09/09/2025	10/09/2025
6117327279	$3,016.09	09/09/2025	10/09/2025
6119847053	$3,016.09	09/09/2025	10/09/2025
6122333007	$3,016.09	09/18/2025	10/18/2025
AUG-2025-ID	$30,850.00	09/04/2025	10/04/2025
66367	$3,326.21	09/24/2025	10/24/2025
107.368	$215.20	09/12/2025	10/12/2025
107.369	$215.20	09/22/2025	10/22/2025
138.367	$1,667.80	09/18/2025	10/18/2025
138.368	$1,667.80	09/18/2025	10/18/2025
146.366	$322.80	09/18/2025	10/18/2025
15	$39,100.81	09/12/2025	10/12/2025
LANE494396	$1,929.46	09/30/2025	10/30/2025
08-2025	$150.00	09/26/2025	10/26/2025
9041855	$401.31	09/18/2025	10/18/2025
23-104-20	$1,080.00	09/17/2025	10/17/2025
CNOAL 25-05	$1,875.00	09/02/2025	10/02/2025
CNOAL 25-06	$14,986.11	09/19/2025	10/19/2025
25-286-02	$3,124.08	09/17/2025	10/17/2025
1034-002-A.2REV2	$153,337.41	09/15/2025	10/15/2025
DPW769-6	$37,356.01	09/04/2025	10/04/2025
84448	$1,468.00	10/01/2025	10/31/2025
84449	$1,468.00	10/01/2025	10/31/2025
84450	$1,468.00	10/01/2025	10/31/2025

84451	$1,468.00	10/01/2025	10/31/2025
LANE494238	$4,992.58	09/18/2025	10/18/2025
LANE494243	$296.68	09/18/2025	10/18/2025
LANE494279	$601.75	09/22/2025	10/22/2025
LANE494363	$100.68	09/30/2025	10/30/2025
243951282-009	$1,604.00	09/02/2025	10/02/2025
243954304-009	$1,604.00	09/02/2025	10/02/2025
243988934-008	$5,037.00	09/08/2025	10/08/2025
243989715-008	$5,037.00	09/08/2025	10/08/2025
245028209-007	$4,040.19	09/02/2025	10/02/2025
251442416-002	$8,490.00	09/08/2025	10/08/2025
6011225004534	$12,801.24	10/02/2025	11/01/2025
01-TP44987-REVISED	$3,209.00	09/11/2025	10/11/2025
95025139A	$7,150.23	09/26/2025	10/26/2025
95025139E	$11,151.43	09/26/2025	10/26/2025
9644455835	$728.36	10/02/2025	11/01/2025
9644505423	$2,930.29	10/02/2025	11/01/2025
9644505431	$2,001.62	10/02/2025	11/01/2025
9644829369	$5,687.08	10/02/2025	11/01/2025
9645115651	$207.88	10/02/2025	11/01/2025
61546	$197.75	09/26/2025	10/26/2025
02	$35,055.19	10/01/2025	10/31/2025
9629882672	$398.56	09/16/2025	10/16/2025
9630351568	$646.72	09/17/2025	10/17/2025
VP094613	$6,498.92	09/15/2025	10/15/2025
13108	$8,958.07	09/22/2025	10/22/2025
5685-54	$85,370.80	09/16/2025	10/16/2025
2103	$9,999.60	09/18/2025	10/18/2025
INV445194	$2,378.40	09/30/2025	10/30/2025
90949-FA-1025F	$199,083.01	10/01/2025	10/31/2025
SEC-10299-F	$25,358.26	09/25/2025	10/25/2025
SEC-10300-F	$25,219.39	09/17/2025	10/17/2025
SEC-10411-F	$24,984.05	09/26/2025	10/26/2025
4242162922	$75.00	09/15/2025	10/15/2025
4242761024	$425.77	09/19/2025	10/19/2025
4243495117	$393.08	09/25/2025	10/25/2025
5292710601	$290.18	09/26/2025	10/26/2025
199303	$1,951.24	09/11/2025	10/11/2025
SEPTEMBER-PW-02	$2,800.00	09/29/2025	10/29/2025
69471	$21,325.00	09/04/2025	10/04/2025
69586	$2,000.00	09/18/2025	10/18/2025
65686	$1,965.95	09/15/2025	10/15/2025
L420115	$256.50	09/17/2025	10/17/2025
2890480-091825	$57.95	09/22/2025	10/22/2025
55P1739869	$87.13	10/02/2025	11/01/2025
55P1739870	$216.67	10/02/2025	11/01/2025
7410042726401-09072025	$67.47	09/16/2025	10/16/2025

125317	$120.00	09/03/2025	10/03/2025
125616	$330.00	09/03/2025	10/03/2025
125689	$255.00	09/03/2025	10/03/2025
13612523999	$474.64	09/17/2025	10/17/2025
13612524582	$20.00	09/17/2025	10/17/2025
257826849	$82.00	09/04/2025	10/04/2025
257835606	$82.00	09/04/2025	10/04/2025
860738-0	$127.89	09/18/2025	10/18/2025
860738-1	$96.17	09/18/2025	10/18/2025
159522386	$659.10	09/09/2025	10/09/2025
58X00687	$174.00	09/12/2025	10/12/2025
58X00688	$130.00	09/12/2025	10/12/2025
58X00690	$174.00	09/12/2025	10/12/2025
58X00691	$375.00	09/12/2025	10/12/2025
07227-2025	$5,850.00	09/17/2025	10/17/2025
8579	$8,957.72	09/10/2025	10/10/2025
69468	$4,700.00	09/04/2025	10/04/2025
69511	$1,875.00	09/11/2025	10/11/2025
69512	$3,500.00	09/11/2025	10/11/2025
69585	$1,500.00	09/18/2025	10/18/2025
5272206704A	$11.00	09/03/2025	10/03/2025
5277431803A	$7.15	09/03/2025	10/03/2025
5282639004A	$7.15	09/03/2025	10/03/2025
5287223208	$15.08	09/03/2025	10/03/2025
19219003	$1,030.73	09/17/2025	10/17/2025
02205	$49.20	09/18/2025	10/18/2025
PB200010	$7,449.00	09/24/2025	10/24/2025
PB200137	$427.32	09/26/2025	10/26/2025
2508-010165	$50.00	09/02/2025	10/02/2025
386653	$360.00	09/15/2025	10/15/2025
386684	$300.00	09/15/2025	10/15/2025
386692	$240.00	09/15/2025	10/15/2025
387552	$216.00	09/15/2025	10/15/2025
388489	$378.00	09/15/2025	10/15/2025
388490	$195.00	09/15/2025	10/15/2025
388515	$421.50	09/29/2025	10/29/2025
388527	$210.00	09/29/2025	10/29/2025
388542	$294.00	09/29/2025	10/29/2025
388562	$280.50	09/29/2025	10/29/2025
388573	$270.00	09/29/2025	10/29/2025
331158	$275.00	09/02/2025	10/02/2025
331204	$225.00	09/08/2025	10/08/2025
69408	$7,625.00	09/04/2025	10/04/2025
69469	$16,000.00	09/04/2025	10/04/2025
LANE494302	$4,194.85	09/23/2025	10/23/2025
LANE494303	$197.80	09/23/2025	10/23/2025
LANE494344	$706.50	09/25/2025	10/25/2025

372263	$108.36	09/23/2025	10/23/2025
CNOA 25-15	$24,853.50	09/19/2025	10/19/2025
CNOA 25-16	$24,853.50	09/19/2025	10/19/2025
CNOB 25-15	$19,791.25	09/19/2025	10/19/2025
CNOB 25-16	$19,791.25	09/19/2025	10/19/2025
5519055807	$357.03	09/08/2025	10/08/2025
203SQ0162A	$21,118.89	10/01/2025	10/31/2025
9610868599	$639.36	09/04/2025	10/04/2025
9615043735	$1,639.24	09/08/2025	10/08/2025
9623588507	$94.75	09/08/2025	10/08/2025
9624202702	$90.41	09/08/2025	10/08/2025
9624646957	$45.04	09/08/2025	10/08/2025
9625132072	$30.08	09/08/2025	10/08/2025
9635231559	$622.62	09/11/2025	10/11/2025
I2255224	$129.40	09/08/2025	10/08/2025
104176	$436.61	09/26/2025	10/26/2025
104383	$38.61	09/26/2025	10/26/2025
104436	$1,732.00	09/26/2025	10/26/2025
4068	$2,114.00	10/02/2025	11/01/2025
4090	$3,429.00	09/08/2025	10/08/2025
4097	$1,412.00	09/30/2025	10/30/2025
15526	$3,045.00	09/22/2025	10/22/2025
15542	$3,720.42	09/29/2025	10/29/2025
W36225	$841.35	09/02/2025	10/02/2025
W36226	$754.14	09/05/2025	10/05/2025
148	$4,500.00	09/09/2025	10/09/2025
KFM2025005	$2,400.00	09/02/2025	10/02/2025
KFM2025006	$2,400.00	09/16/2025	10/16/2025
KFM2025008	$9,500.00	09/30/2025	10/30/2025
301	$3,100.00	09/19/2025	10/19/2025
19230717	$345.11	09/17/2025	10/17/2025
142173	$550.00	09/26/2025	10/26/2025
142174	$475.00	09/26/2025	10/26/2025
286485	$419.15	09/17/2025	10/17/2025
1023	$1,450.00	09/05/2025	10/05/2025
1029	$1,820.79	09/23/2025	10/23/2025
1034	$530.00	09/29/2025	10/29/2025
624763	$961.40	09/12/2025	10/12/2025
627338	$60.84	09/12/2025	10/12/2025
628525	$652.40	09/18/2025	10/18/2025
58X00689	$521.00	09/12/2025	10/12/2025
7410016615003-09012025	$285.11	09/11/2025	10/11/2025
7410047760901-09042025	$245.99	09/11/2025	10/11/2025
258970	$1,157.00	10/02/2025	11/01/2025
01-193690	$7,895.00	09/04/2025	10/04/2025
01-194117	$65.16	09/16/2025	10/16/2025
01-194695	$11,542.00	09/27/2025	10/27/2025

502922	$1,211.08	09/09/2025	10/09/2025
0224306	$1,379.55	09/23/2025	10/23/2025
24372	$1,165.80	09/05/2025	10/05/2025
9152025	$16,282.49	09/15/2025	10/15/2025
INV151456	$1,180.25	09/11/2025	10/11/2025
227042989	$1,310.00	09/18/2025	10/18/2025
16315	$2,082.20	09/05/2025	10/05/2025
16329	$2,006.38	09/09/2025	10/09/2025
17548199	$2,166.81	09/19/2025	10/19/2025
17600927	$2,111.37	09/30/2025	10/30/2025
2509-098818	$68.70	09/19/2025	10/19/2025
114204	$502.91	09/03/2025	10/03/2025
MK1-2801-1 JB GOLF	$152,662.28	09/25/2025	10/25/2025
112253	$1,115.00	09/19/2025	10/19/2025
196615	$84.00	09/03/2025	10/03/2025
196616	$108.00	09/03/2025	10/03/2025
196617	$114.00	09/03/2025	10/03/2025
197148	$432.00	09/03/2025	10/03/2025
197149	$120.00	09/03/2025	10/03/2025
197432	$192.74	09/18/2025	10/18/2025
197433	$172.50	09/18/2025	10/18/2025
197438	$549.00	09/18/2025	10/18/2025
197646	$108.00	10/02/2025	11/01/2025
475-5420	$2,730.00	09/17/2025	10/17/2025
507256309	$17,221.69	09/17/2025	10/17/2025
507396223	$16,449.26	09/17/2025	10/17/2025
507621654	$1,817.36	09/17/2025	10/17/2025
507652873	$1,697.03	09/04/2025	10/04/2025
507677182	$19,528.87	09/04/2025	10/04/2025
507691252	$2,968.55	09/10/2025	10/10/2025
507718599	$994.47	09/17/2025	10/17/2025
507751600	$2,831.05	09/26/2025	10/26/2025
507780429	$808.59	09/26/2025	10/26/2025
87241219	$1,151.70	09/23/2025	10/23/2025
89295122	$505.13	09/23/2025	10/23/2025
89422181	$12,074.38	09/23/2025	10/23/2025
89434355	$35.54	09/30/2025	10/30/2025
89485521	$24.19	09/30/2025	10/30/2025
89554903	$583.32	09/23/2025	10/23/2025
89699193	$1,081.00	09/23/2025	10/23/2025
89829109	$168.00	09/30/2025	10/30/2025
89835351	$1,305.99	09/23/2025	10/23/2025
89847167	$42.00	09/30/2025	10/30/2025
90004398	$1,725.59	09/23/2025	10/23/2025
90082958	$51.72	09/30/2025	10/30/2025
90177889	$1,745.45	09/23/2025	10/23/2025
90310893	$1,302.03	09/23/2025	10/23/2025

90471300	$2,514.15	09/23/2025	10/23/2025
L420111	$13.50	09/03/2025	10/03/2025
421104758001	$165.55	09/08/2025	10/08/2025
430900751001	$55.95	09/08/2025	10/08/2025
434092791001	$754.53	09/09/2025	10/09/2025
434097454001	$1,351.29	09/09/2025	10/09/2025
435099526001	$51.38	09/09/2025	10/09/2025
435191119001	$927.84	09/09/2025	10/09/2025
435256061001	$53.50	09/09/2025	10/09/2025
435666207001	$600.79	09/09/2025	10/09/2025
435666925001	$121.41	09/09/2025	10/09/2025
4356669280001	$52.92	09/09/2025	10/09/2025
0935455	$49,251.25	09/25/2025	10/25/2025
PFI108252	$13,339.00	09/18/2025	10/18/2025
023282868	$298.03	09/08/2025	10/08/2025
023282872	$256.18	09/08/2025	10/08/2025
702789279	$10,063.74	09/25/2025	10/25/2025
21392	$170.00	09/16/2025	10/16/2025
21494	$1,675.00	10/01/2025	10/31/2025
9-701-54168	$9.07	09/02/2025	10/02/2025
AF9RJ9A	$2,662.52	09/23/2025	10/23/2025
AG2MR5S	$5,306.46	09/29/2025	10/29/2025
287254539003X09042025	$4,026.44	09/26/2025	10/26/2025
2039263892	$2,887.32	09/10/2025	10/10/2025
5019199312	$902.66	09/03/2025	10/03/2025
5019482644	$1,156.54	09/03/2025	10/03/2025
5019498137	$1,261.51	09/03/2025	10/03/2025
5019500275	$958.64	09/03/2025	10/03/2025
5019513408	$241.88	09/03/2025	10/03/2025
5019558537	$369.75	09/02/2025	10/02/2025
5019569640	$569.59	09/02/2025	10/02/2025
5019570483	$66.84	09/02/2025	10/02/2025
5019573242	$1,170.11	09/02/2025	10/02/2025
5019575021	$502.92	09/02/2025	10/02/2025
5019581220	$958.34	09/03/2025	10/03/2025
5019582116	$461.83	09/03/2025	10/03/2025
5019588507	$1,498.97	09/03/2025	10/03/2025
5019589062	$1,169.45	09/03/2025	10/03/2025
5019594526	$1,309.06	09/03/2025	10/03/2025
5019597417	$467.18	09/03/2025	10/03/2025
5019613607	$940.65	09/30/2025	10/30/2025
5019617327	$753.59	09/30/2025	10/30/2025
5019618136	$1,669.89	10/01/2025	10/31/2025
5019620897	$851.31	10/01/2025	10/31/2025
5019621410	$1,450.47	10/01/2025	10/31/2025
5019622996	$80.00	10/01/2025	10/31/2025
5019624152	$78.63	10/01/2025	10/31/2025

5019625601	$70.36	09/10/2025	10/10/2025
5019627825	$1,026.87	09/30/2025	10/30/2025
5019631319	$972.96	09/30/2025	10/30/2025
5019638476	$604.46	09/30/2025	10/30/2025
5019638484	$402.05	09/30/2025	10/30/2025
5019638952	$1,324.69	09/30/2025	10/30/2025
5019641547	$1,642.30	09/30/2025	10/30/2025
5019654785	$130.32	09/10/2025	10/10/2025
5019669704	$395.68	10/01/2025	10/31/2025
B061725	$3,126.54	09/02/2025	10/02/2025
B061825	$1,632.30	09/02/2025	10/02/2025
B062325	$3,321.79	09/02/2025	10/02/2025
B062425	$1,486.02	09/02/2025	10/02/2025
B062625	$3,525.58	09/02/2025	10/02/2025
B063025	$1,476.64	09/02/2025	10/02/2025
B070125A	$983.49	09/05/2025	10/05/2025
B070725	$2,370.59	09/05/2025	10/05/2025
B070925	$786.69	09/05/2025	10/05/2025
B071525	$2,101.78	09/05/2025	10/05/2025
B072125A	$751.14	09/05/2025	10/05/2025
B072825	$3,666.13	09/05/2025	10/05/2025
B072925	$2,912.73	09/09/2025	10/09/2025
B073025	$2,065.13	09/05/2025	10/05/2025
B080725	$2,341.71	09/30/2025	10/30/2025
B081925A	$1,520.82	09/30/2025	10/30/2025
B082025	$2,229.55	09/30/2025	10/30/2025
B082825	$1,982.08	09/30/2025	10/30/2025
B090825	$7,509.73	09/30/2025	10/30/2025
INV#100724	$92.85	09/03/2025	10/03/2025
3321289085	$575.85	09/11/2025	10/11/2025
852525542	$781.88	09/04/2025	10/04/2025
7410049642702-09052025	$1,686.30	09/16/2025	10/16/2025
INV 3214810	$714.35	09/16/2025	10/16/2025
INV 3217102	$2,503.80	09/16/2025	10/16/2025
INV 3217404	$437.40	09/16/2025	10/16/2025
INV 3217405	$258.00	09/16/2025	10/16/2025
125324	$75.00	09/03/2025	10/03/2025
125626	$275.00	09/03/2025	10/03/2025
125692	$30.00	09/03/2025	10/03/2025
198486880	$1,809.17	09/29/2025	10/29/2025
198342031	$117.33	09/24/2025	10/24/2025
198486902	$3,138.78	09/29/2025	10/29/2025
7321841	$1,486.10	09/02/2025	10/02/2025
7325417	$963.24	09/09/2025	10/09/2025
7327911	$963.24	10/01/2025	10/31/2025
71222	$260.00	09/17/2025	10/17/2025
441587	$7,795.00	09/19/2025	10/19/2025

975537251AUG25	$265.60	10/02/2025	11/01/2025
975537251SEP25	$1,082.40	10/02/2025	11/01/2025
070125	$400.00	09/30/2025	10/30/2025
073125	$5,000.00	09/30/2025	10/30/2025
080425	$400.00	09/30/2025	10/30/2025
083125	$5,000.00	09/30/2025	10/30/2025
01338CP25264086	$11,091.74	09/04/2025	10/04/2025
01338CP25267166	$232.45	09/04/2025	10/04/2025
01338MA25263231	$19,578.33	09/04/2025	10/04/2025
01338MA25267905	$55,376.19	09/04/2025	10/04/2025
AR/CA-3730	$600.00	09/30/2025	10/30/2025
154981	$2,598.67	09/05/2025	10/05/2025
201739	$1,100.00	09/22/2025	10/22/2025
55619	$742.22	09/16/2025	10/16/2025
002	$5,200.00	09/26/2025	10/26/2025
1025	$210.00	10/01/2025	10/31/2025
11012025	$18,733.08	09/30/2025	10/30/2025
10253	$548.00	09/03/2025	10/03/2025
10588	$442.50	10/02/2025	11/01/2025
OWO16503	$2,177.32	09/18/2025	10/18/2025
OWO16504	$640.00	09/18/2025	10/18/2025
OWO16505	$640.00	09/18/2025	10/18/2025
OWO16506	$640.00	09/18/2025	10/18/2025
OWO16507	$640.00	09/18/2025	10/18/2025
OWO16521	$800.00	09/18/2025	10/18/2025
OWO16522	$1,920.00	09/18/2025	10/18/2025
OWO16523	$1,145.00	09/18/2025	10/18/2025
466828	$12,332.00	09/03/2025	10/03/2025
471532 - PPU	$11,031.00	10/01/2025	10/31/2025
AR00007693R	$1,281.25	09/19/2025	10/19/2025
367025-001 367125-001	$16,770.00	09/09/2025	10/09/2025
920006577	$4,120.00	09/09/2025	10/09/2025
920007000	$1,845.98	09/09/2025	10/09/2025
920007001	$751.00	09/09/2025	10/09/2025
920007009	$500.00	09/09/2025	10/09/2025
920007010	$2,629.00	09/09/2025	10/09/2025
920007013	$500.00	09/09/2025	10/09/2025
920007356	$2,591.00	09/16/2025	10/16/2025
920007361	$3,745.00	09/16/2025	10/16/2025
920007362	$850.00	09/16/2025	10/16/2025
920007363	$800.00	09/16/2025	10/16/2025
920007371	$654.00	09/16/2025	10/16/2025
920007576	$460.00	09/11/2025	10/11/2025
920007643	$800.00	09/16/2025	10/16/2025
920007711	$6,339.00	09/16/2025	10/16/2025
920007726	$500.00	09/16/2025	10/16/2025
920007744	$1,458.62	09/17/2025	10/17/2025

920007745	$3,490.00	09/17/2025	10/17/2025
920007775	$836.00	09/24/2025	10/24/2025
920007776	$694.81	09/24/2025	10/24/2025
250901-AMD1	$26,840.00	09/19/2025	10/19/2025
250910	$57,236.70	09/17/2025	10/17/2025
10	$22,560.00	09/11/2025	10/11/2025
769082	$80.00	10/01/2025	10/31/2025
385983	$3,594.00	09/19/2025	10/19/2025
72246	$4,795.00	09/30/2025	10/30/2025
16247	$36,373.59	09/09/2025	10/09/2025
16303	$34,712.12	09/05/2025	10/05/2025
16317	$31,539.24	09/16/2025	10/16/2025
16331	$31,941.68	09/09/2025	10/09/2025
17548201	$28,494.10	09/19/2025	10/19/2025
6259957	$53.80	09/22/2025	10/22/2025
6377954	$1,133.49	10/02/2025	11/01/2025
104373	$155,937.60	09/16/2025	10/16/2025
104443	$4,250.00	09/26/2025	10/26/2025
12825	$5,099.00	09/17/2025	10/17/2025
NOPL_0725R1	$9,006.00	09/10/2025	10/10/2025
NOPL_0825	$17,703.00	09/10/2025	10/10/2025
3804310A-8	$8,250.00	09/03/2025	10/03/2025
3804310A-9	$7,072.57	10/01/2025	10/31/2025
3804310B-8	$2,504.25	09/03/2025	10/03/2025
3804310B-9	$2,072.65	10/01/2025	10/31/2025
3804310D-1	$330.67	10/01/2025	10/31/2025
3804310E-1	$330.68	10/01/2025	10/31/2025
3804310F-1	$588.71	10/01/2025	10/31/2025
3804310G-1	$588.72	10/01/2025	10/31/2025
3812220-6B	$1,000.00	09/17/2025	10/17/2025
3812220-7C	$250.00	09/17/2025	10/17/2025
3812220-8	$1,500.00	09/03/2025	10/03/2025
3812220-9	$1,500.00	10/01/2025	10/31/2025
3838695-1	$750.00	09/09/2025	10/09/2025
3838707-1	$750.00	09/03/2025	10/03/2025
3838716-1	$750.00	10/01/2025	10/31/2025
3838767-1	$850.00	09/17/2025	10/17/2025
3838790-1	$2,000.00	09/03/2025	10/03/2025
3838793-1	$2,000.00	10/01/2025	10/31/2025
350964	$1,525.00	09/11/2025	10/11/2025
080125	$1,481.25	09/10/2025	10/10/2025
090125	$1,410.00	09/30/2025	10/30/2025
9404	$8,010.00	09/30/2025	10/30/2025
0856085016	$6,093.50	09/26/2025	10/26/2025
2531195011	$1,717.10	09/26/2025	10/26/2025
9719065016	$162.36	09/08/2025	10/08/2025
504M210057057-0925	$4,642.69	09/26/2025	10/26/2025

504M215576576-0925	$231.89	09/26/2025	10/26/2025
504M215577577-0925	$586.55	09/26/2025	10/26/2025
0007646	$15,500.00	09/17/2025	10/17/2025
19075	$509.00	09/04/2025	10/04/2025
0140205	$67.95	09/03/2025	10/03/2025
0140505	$15.00	09/03/2025	10/03/2025
0141784	$91.93	09/17/2025	10/17/2025
0143541	$15.00	10/02/2025	11/01/2025
1117	$1,648.00	09/25/2025	10/25/2025
0000298	$105.00	09/03/2025	10/03/2025
0000305	$275.00	09/08/2025	10/08/2025
0000312	$105.00	09/19/2025	10/19/2025
0000313	$275.00	09/19/2025	10/19/2025
1631	$900.00	09/22/2025	10/22/2025
1055	$3,000.00	09/16/2025	10/16/2025
55P1717681	$194.33	09/10/2025	10/10/2025
55P1729014	$194.33	09/10/2025	10/10/2025
148412-10214702	$1,015.00	09/23/2025	10/23/2025
21715-202509-160427-1	$1,015.00	09/23/2025	10/23/2025
55P1739895	$131.08	10/01/2025	10/31/2025
982249357AUG25	$122.24	09/15/2025	10/15/2025
982249357JULY25	$122.24	09/22/2025	10/22/2025
19898	$282.50	09/08/2025	10/08/2025
24649127-073025	$58.95	10/01/2025	10/31/2025
24649127-082725	$82.92	10/01/2025	10/31/2025
24649127-092425	$128.87	10/01/2025	10/31/2025
55P1740069	$182.09	10/01/2025	10/31/2025
55P1740070	$167.27	10/02/2025	11/01/2025
I250910343	$411.75	09/17/2025	10/17/2025
861071-0	$1,120.29	09/25/2025	10/25/2025
861071-1	$186.92	09/25/2025	10/25/2025
861340-0	$527.51	09/25/2025	10/25/2025
104.359	$32.28	09/12/2025	10/12/2025
INV5593	$7,800.00	09/26/2025	10/26/2025
1510	$51,774.30	09/08/2025	10/08/2025
L420113	$13.50	09/03/2025	10/03/2025
267058	$45.97	09/12/2025	10/12/2025
283661	$300.49	09/16/2025	10/16/2025
284101	$496.12	09/16/2025	10/16/2025
285593	$622.46	09/16/2025	10/16/2025
285598	$211.79	09/16/2025	10/16/2025
285762	$261.13	09/16/2025	10/16/2025
286377	$493.44	09/16/2025	10/16/2025
286782	$276.44	09/16/2025	10/16/2025
286783	$117.55	09/12/2025	10/12/2025
286845	$114.56	09/16/2025	10/16/2025
287058	$45.97	09/16/2025	10/16/2025

287386	$126.56	09/16/2025	10/16/2025
289867	$265.68	09/16/2025	10/16/2025
289878	$387.19	09/16/2025	10/16/2025
889847732	$10.47	09/03/2025	10/03/2025
889847733	$20.20	09/03/2025	10/03/2025
890551322	$12.68	09/03/2025	10/03/2025
19280071080825	$309.76	09/03/2025	10/03/2025
19280071090625	$485.26	09/15/2025	10/15/2025
AUG2025-1368380-003-04	$498.00	09/22/2025	10/22/2025
55P1739692	$235.38	10/01/2025	10/31/2025
81322	$7,250.00	09/04/2025	10/04/2025
956011633AUG25	$374.02	09/15/2025	10/15/2025
6120687820	$1,992.64	09/03/2025	10/03/2025
6123171475	$1,960.99	10/01/2025	10/31/2025
1756126	$316.00	09/05/2025	10/05/2025
17810	$202.88	09/30/2025	10/30/2025
17817	$77.70	09/30/2025	10/30/2025
18003	$129.70	09/30/2025	10/30/2025
18006	$77.70	09/30/2025	10/30/2025
18007	$86.33	09/30/2025	10/30/2025
3219414A	$57.98	09/08/2025	10/08/2025
3829098	$57.98	09/29/2025	10/29/2025
5519079475	$63.20	09/08/2025	10/08/2025
SI301001698	$513.00	10/01/2025	10/31/2025
15177	$1,200.00	09/09/2025	10/09/2025
INVP501874867	$800.28	10/01/2025	10/31/2025
INVP501881928	$1,439.20	10/01/2025	10/31/2025
048161	$441.96	09/11/2025	10/11/2025
617390	$115.00	09/10/2025	10/10/2025
619152	$115.00	09/16/2025	10/16/2025
9645671000	$694.58	10/02/2025	11/01/2025
1035	$10,300.00	09/10/2025	10/10/2025
7000388390	$2,452.80	09/09/2025	10/09/2025
7000394461	$2,634.40	09/22/2025	10/22/2025
7000399127	$1,550.00	09/24/2025	10/24/2025
184286	$187.50	09/11/2025	10/11/2025
184556	$125.00	09/24/2025	10/24/2025
184565	$125.00	10/01/2025	10/31/2025
18064	$138.13	09/30/2025	10/30/2025
18070	$94.97	09/30/2025	10/30/2025
18365	$112.23	09/30/2025	10/30/2025
19671	$129.50	09/30/2025	10/30/2025
9636453640	$227.48	09/17/2025	10/17/2025
9636855117	$651.09	09/17/2025	10/17/2025
INVP501907582	$66,000.00	10/01/2025	10/31/2025
184259	$250.00	09/04/2025	10/04/2025
184287	$250.00	09/11/2025	10/11/2025

184295	$250.00	09/18/2025	10/18/2025
184557	$187.50	09/24/2025	10/24/2025
644227	$3,817.80	09/08/2025	10/08/2025
25113	$653.15	09/07/2025	10/07/2025
25114	$605.02	09/07/2025	10/07/2025
25115	$605.02	09/07/2025	10/07/2025
25116	$605.02	09/07/2025	10/07/2025
25117	$742.52	09/07/2025	10/07/2025
25118	$880.02	09/08/2025	10/08/2025
25119	$629.08	09/08/2025	10/08/2025
25120	$629.08	09/08/2025	10/08/2025
25121	$880.02	09/08/2025	10/08/2025
25122	$880.02	09/08/2025	10/08/2025
150079	$735.00	10/01/2025	10/31/2025
3667124	$68.93	09/23/2025	10/23/2025
0952223	$979.69	09/26/2025	10/26/2025
104225	$1,433.00	09/26/2025	10/26/2025
104369	$2,416.00	09/26/2025	10/26/2025
Z005381	$212,098.00	09/11/2025	10/11/2025
514737	$1,512.37	09/15/2025	10/15/2025
L414548	$162.00	09/09/2025	10/09/2025
L420591	$81.00	09/09/2025	10/09/2025
55P1739854	$238.40	10/02/2025	11/01/2025
55P1739855	$311.25	10/02/2025	11/01/2025
8822989217	$1,800.00	09/23/2025	10/23/2025
990476677AUG25	$3,007.21	09/15/2025	10/15/2025
990476677DEC24	$3,007.21	09/15/2025	10/15/2025
990476677JULY25	$3,007.21	09/15/2025	10/15/2025
990476677NOV24	$3,009.36	09/15/2025	10/15/2025
990476677OCT24	$2,909.91	09/15/2025	10/15/2025
990476677SEPT24	$2,828.85	09/15/2025	10/15/2025
VS017236	$3,747.85	09/09/2025	10/09/2025
VS018218	$175.00	09/11/2025	10/11/2025
YCA252	$2,160.00	10/01/2025	10/31/2025
1253721-0	$551.76	09/19/2025	10/19/2025
28335	$9,578.00	09/22/2025	10/22/2025
16325	$863.21	09/05/2025	10/05/2025
16339	$863.21	09/09/2025	10/09/2025
17550411	$781.56	09/19/2025	10/19/2025
17603255	$863.21	09/30/2025	10/30/2025
149.368	$107.60	09/10/2025	10/10/2025
104231	$6,623.30	09/26/2025	10/26/2025
5561585012	$3,636.76	09/08/2025	10/08/2025
113032313	$142.85	09/17/2025	10/17/2025
113046598	$142.85	09/17/2025	10/17/2025
113063685	$142.85	09/17/2025	10/17/2025
113078942	$142.85	09/17/2025	10/17/2025

113107693	$142.85	09/17/2025	10/17/2025
113131452	$85.75	09/17/2025	10/17/2025
116913755	$2,600.00	09/17/2025	10/17/2025
117057704	$1,300.00	09/17/2025	10/17/2025
117143642	$1,300.00	09/17/2025	10/17/2025
117343972	$1,300.00	09/17/2025	10/17/2025
10177	$3,900.00	09/08/2025	10/08/2025
20678-CS	$21,902.40	09/23/2025	10/23/2025
003	$5,625.00	09/10/2025	10/10/2025
RG-4061949	$505.00	09/10/2025	10/10/2025
RG-4067814	$505.00	09/11/2025	10/11/2025
RG-4069151	$505.00	09/12/2025	10/12/2025
RG-4080924	$505.00	09/23/2025	10/23/2025
RG-4086373	$505.00	09/29/2025	10/29/2025
11	$300.00	09/08/2025	10/08/2025
090525	$555.00	09/18/2025	10/18/2025
82819	$1,436.63	09/24/2025	10/24/2025
1-135873647225	$15,991.00	09/03/2025	10/03/2025
276356	$17,997.98	09/17/2025	10/17/2025
INV 3207182	$50.00	09/10/2025	10/10/2025
18917995	$5,780.58	09/26/2025	10/26/2025
7313162-4	$645.00	09/25/2025	10/25/2025
71419	$3,078.00	09/24/2025	10/24/2025
0001635491	$1,770.00	09/29/2025	10/29/2025
0001649189	$1,770.00	09/29/2025	10/29/2025
0001660211	$1,770.00	09/29/2025	10/29/2025
0001679739	$1,770.00	09/29/2025	10/29/2025
0001694048	$1,770.00	09/29/2025	10/29/2025
NORDC 25-31	$12,601.52	09/19/2025	10/19/2025
NORDC 25-32	$12,601.52	09/19/2025	10/19/2025
NORDC 25-33	$4,311.77	09/19/2025	10/19/2025
NORDC 25-34	$13,807.78	09/19/2025	10/19/2025
NORDC 25-35	$12,601.52	09/19/2025	10/19/2025
NORDC 25-36	$5,518.03	09/19/2025	10/19/2025
NORDC 25-37	$13,602.46	09/19/2025	10/19/2025
201295615694	$978.00	09/11/2025	10/11/2025
201295615696	$494.20	09/11/2025	10/11/2025
201295615788	$749.80	09/11/2025	10/11/2025
201295615789	$331.20	09/11/2025	10/11/2025
201295615790	$266.00	09/11/2025	10/11/2025
201295615791	$326.00	09/11/2025	10/11/2025
201295615829	$331.20	09/16/2025	10/16/2025
201295615830	$847.60	09/16/2025	10/16/2025
201295616048	$477.90	09/26/2025	10/26/2025
201295616049	$326.00	09/26/2025	10/26/2025
201295616050	$798.70	09/26/2025	10/26/2025
201295616051	$440.10	09/26/2025	10/26/2025

201295616052□	$331.20	09/26/2025	10/26/2025
9312484288/9312484289	$7,920.02	09/19/2025	10/19/2025
6684	$22,500.00	09/16/2025	10/16/2025
10574	$2,200.00	10/01/2025	10/31/2025
9599073377	$1,364.77	09/11/2025	10/11/2025
9612777137	$1,050.12	09/11/2025	10/11/2025
9615155075	$1,262.83	09/11/2025	10/11/2025
9631669380	$695.76	09/11/2025	10/11/2025
9316203	$783.29	09/19/2025	10/19/2025
9023726002	$2,108.79	09/05/2025	10/05/2025
25018.1	$48,150.00	09/19/2025	10/19/2025
10210	$24,200.00	09/08/2025	10/08/2025
IN-0399	$7,663.00	09/22/2025	10/22/2025
IN-0401	$9,859.00	09/29/2025	10/29/2025
58979	$560.00	09/05/2025	10/05/2025
5283819210	$13.33	09/15/2025	10/15/2025
5283819211	$47.31	09/15/2025	10/15/2025
5284465801	$48.56	09/15/2025	10/15/2025
5284642011	$51.27	09/15/2025	10/15/2025
5284642012	$23.03	09/15/2025	10/15/2025
5284675109	$25.66	09/15/2025	10/15/2025
5284940702	$45.17	09/15/2025	10/15/2025
5286265405	$63.23	09/15/2025	10/15/2025
5286265406	$115.58	09/15/2025	10/15/2025
5286344001	$52.47	09/15/2025	10/15/2025
5286859005	$96.51	09/15/2025	10/15/2025
5286859006	$100.97	09/15/2025	10/15/2025
5287768703	$93.26	09/15/2025	10/15/2025
5287972202	$30.42	09/15/2025	10/15/2025
5288451003	$84.61	09/15/2025	10/15/2025
5289007002	$118.96	09/15/2025	10/15/2025
5289007005	$62.11	09/15/2025	10/15/2025
5289230107	$45.91	09/15/2025	10/15/2025
5289230112	$52.35	09/15/2025	10/15/2025
5289230113	$46.83	09/15/2025	10/15/2025
5289747421	$17.52	09/15/2025	10/15/2025
5289893007	$45.34	09/15/2025	10/15/2025
5289893008	$20.11	09/15/2025	10/15/2025
5290849703	$27.35	09/15/2025	10/15/2025
5290849709	$52.24	09/15/2025	10/15/2025
5290849710	$27.33	09/15/2025	10/15/2025
5291806709	$57.71	10/02/2025	11/01/2025
5291818203	$86.86	10/02/2025	11/01/2025
5292041206	$117.24	10/02/2025	11/01/2025
5292041211	$17.52	10/02/2025	11/01/2025
5292746805	$16.47	10/02/2025	11/01/2025
5292966307	$127.03	10/02/2025	11/01/2025

5292990906	$7.16	10/02/2025	11/01/2025
5293673204	$83.56	10/02/2025	11/01/2025
5293699009	$48.07	10/02/2025	11/01/2025
5293699010	$47.26	10/02/2025	11/01/2025
9321	$2,000.00	09/16/2025	10/16/2025
444029	$2,770.00	09/12/2025	10/12/2025
444199	$9,698.00	09/12/2025	10/12/2025
69988 B	$9,380.00	09/09/2025	10/09/2025
0001756127	$1,770.00	09/29/2025	10/29/2025
CNOL 25-15	$1,026.60	09/19/2025	10/19/2025
CNOL 25-16	$1,026.60	09/19/2025	10/19/2025
CNOL 25-17	$1,026.60	09/19/2025	10/19/2025
CNOL 25-18	$1,026.60	09/19/2025	10/19/2025
24182	$1,530.00	09/17/2025	10/17/2025
3162	$1,820.00	09/12/2025	10/12/2025
3163	$2,730.00	09/30/2025	10/30/2025
SEPT	$7,630.00	10/01/2025	10/31/2025
9628726086	$902.25	09/11/2025	10/11/2025
KWLAUG2025	$990.00	09/12/2025	10/12/2025
MK1-2839 NORD RACE ST	$1,645.98	09/12/2025	10/12/2025
MK1-2840 NORD ROSENWAL	$2,285.71	09/12/2025	10/12/2025
337	$1,540.00	09/03/2025	10/03/2025
26552	$2,942.50	09/17/2025	10/17/2025
26553	$2,942.50	09/17/2025	10/17/2025
103288	$4,841.34	09/17/2025	10/17/2025
K25446-3	$250.00	10/02/2025	11/01/2025
FKK-3-20250701	$1,250.00	09/08/2025	10/08/2025
2025-02	$7,350.00	09/23/2025	10/23/2025
2025-03	$7,350.00	09/23/2025	10/23/2025
61	$1,000.00	10/02/2025	11/01/2025
5017	$5,625.00	09/14/2025	10/14/2025
BGC0625	$18,000.00	09/24/2025	10/24/2025
BGC0725	$9,000.00	09/24/2025	10/24/2025
202503	$1,250.00	09/22/2025	10/22/2025
8142025	$1,000.00	09/11/2025	10/11/2025
2027	$3,000.00	09/26/2025	10/26/2025
K251-0190	$3,150.00	10/01/2025	10/31/2025
COE003	$4,950.00	09/17/2025	10/17/2025
2025-37	$1,000.00	09/18/2025	10/18/2025
WA3	$5,250.00	09/30/2025	10/30/2025
16JP-LPYV-DYL3	$519.12	09/11/2025	10/11/2025
55P1739933	$139.93	10/01/2025	10/31/2025
860282-0	$163.40	09/18/2025	10/18/2025
860776-0	$41.33	09/18/2025	10/18/2025
INV-4146	$6,600.00	09/02/2025	10/02/2025
INV-4206	$6,600.00	09/04/2025	10/04/2025
INV-4207	$110.00	09/04/2025	10/04/2025

0017410044073501SEP25	$362.70	09/08/2025	10/08/2025
6122150771	$3,378.90	09/02/2025	10/02/2025
INV025727	$5,950.00	09/30/2025	10/30/2025
INV025791	$3,519.30	09/30/2025	10/30/2025
L414041	$13.50	09/09/2025	10/09/2025
B20208597	$52.48	09/09/2025	10/09/2025
21559899-091125	$73.65	09/16/2025	10/16/2025
560024	$150.00	09/17/2025	10/17/2025
6124430254	$843.04	09/30/2025	10/30/2025
65633	$1,079.25	09/10/2025	10/10/2025
93763	$380.45	09/24/2025	10/24/2025
1254147-0	$586.90	09/22/2025	10/22/2025
0000018698	$1,767.15	09/05/2025	10/05/2025
0000018700	$6,702.68	09/05/2025	10/05/2025
26861	$2,832.77	09/11/2025	10/11/2025
09102025	$100.00	09/11/2025	10/11/2025
091825	$100.00	09/23/2025	10/23/2025
091025	$100.00	09/18/2025	10/18/2025
071625	$100.00	09/02/2025	10/02/2025
KRKD200	$439.23	09/10/2025	10/10/2025
55P1739856	$229.62	10/01/2025	10/31/2025
125627	$180.00	09/02/2025	10/02/2025
280081404	$94,900.00	09/23/2025	10/23/2025
177494	$1,780.00	09/12/2025	10/12/2025
177602	$3,425.00	09/12/2025	10/12/2025
AUGUST312025	$192,036.00	09/29/2025	10/29/2025
JULY302025	$167,907.00	09/15/2025	10/15/2025
01467975	$35.00	09/03/2025	10/03/2025
982456295AUG25	$178.63	09/24/2025	10/24/2025
16304	$1,866.40	09/16/2025	10/16/2025
16318	$1,866.40	09/16/2025	10/16/2025
16332	$1,773.08	09/16/2025	10/16/2025
17548202	$1,493.12	09/19/2025	10/19/2025
17600930	$1,726.42	09/30/2025	10/30/2025
302469	$522.80	09/26/2025	10/26/2025
062025NOE	$6,538.95	10/02/2025	11/01/2025
072025NOE	$6,538.95	10/02/2025	11/01/2025
082025NOE	$9,808.68	10/02/2025	11/01/2025
5430568-OCD-AUG2025	$269.19	09/24/2025	10/24/2025
ESG 7-2025-1	$6,206.74	09/25/2025	10/25/2025
ESG 8-25-1	$5,809.10	10/01/2025	10/31/2025
AUG2025NOWCSCCD	$8,305.00	09/24/2025	10/24/2025
AUG2025NOWCSCCC	$16,464.38	09/24/2025	10/24/2025
AUG2025NOWCSCCE	$8,761.39	09/24/2025	10/24/2025
2020-001-5	$71,821.60	10/02/2025	11/01/2025
2152-05 FINAL	$81,893.28	09/30/2025	10/30/2025
CCFBAJULY2025ATTE	$41,179.97	10/01/2025	10/31/2025

CCFBAJULY2025ATTE1	$41,179.97	10/01/2025	10/31/2025
CCFBAJULY2025ATTF	$7,669.43	10/01/2025	10/31/2025
CCFBAJULY2025ATTG	$13,450.96	10/01/2025	10/31/2025
CCFBAJULY2025ATTH	$15,788.92	10/01/2025	10/31/2025
PLAUG2025ATT D	$19,604.41	10/01/2025	10/31/2025
PLAUG2025ATT E	$19,835.91	10/01/2025	10/31/2025
PLAUG2025ATT F	$3,019.49	10/01/2025	10/31/2025
3753	$103,263.85	10/01/2025	10/31/2025
4718GAWAINDR	$60,000.00	09/29/2025	10/29/2025
AUGUST 2025 ATT D	$871.52	09/18/2025	10/18/2025
0825TASARPA	$54,187.01	09/26/2025	10/26/2025
COA08312025	$100,828.04	09/18/2025	10/18/2025
OCTOBER 2025	$15,416.67	10/02/2025	11/01/2025
232	$2,563,045.00	09/16/2025	10/16/2025
236	$187,500.00	09/16/2025	10/16/2025
2025-08	$223,577.51	09/16/2025	10/16/2025
AUGUST-2025	$12,500.00	09/04/2025	10/04/2025
CNO1268	$467.11	09/17/2025	10/17/2025
NOLA-005	$3,688.08	09/15/2025	10/15/2025
COSDA09172025-2	$1,507,673.62	09/18/2025	10/18/2025
1286314	$6,991.00	09/08/2025	10/08/2025
COJSC7_SEPT25	$2,628.99	09/29/2025	10/29/2025
1021	$2,450.00	10/01/2025	10/31/2025
JCM200-092625	$2,950.00	09/26/2025	10/26/2025
9962799	$957.52	09/03/2025	10/03/2025
57746861	$3,578.00	09/16/2025	10/16/2025
157.359	$107.60	09/17/2025	10/17/2025
206	$6,000.00	10/01/2025	10/31/2025
207	$6,000.00	10/01/2025	10/31/2025
208	$6,000.00	10/01/2025	10/31/2025
209	$6,000.00	10/01/2025	10/31/2025
JC1CC	$3,000.00	09/03/2025	10/03/2025
JC2CC	$3,000.00	09/29/2025	10/29/2025
2025-10	$2,933.07	10/01/2025	10/31/2025
00040	$950.00	09/20/2025	10/20/2025
43	$1,100.00	09/03/2025	10/03/2025
44	$800.00	09/13/2025	10/13/2025
45	$1,150.00	09/27/2025	10/27/2025
091525	$1,200.00	09/16/2025	10/16/2025
093025	$1,200.00	10/02/2025	11/01/2025
00032	$2,257.50	09/12/2025	10/12/2025
00033	$2,555.00	09/30/2025	10/30/2025
SI-00072545	$632.50	10/02/2025	11/01/2025
SI-00088482	$316.25	10/02/2025	11/01/2025
SI-00096238	$575.00	10/02/2025	11/01/2025
SI-00106957	$258.75	10/02/2025	11/01/2025
SI-00117334	$488.75	10/02/2025	11/01/2025

SI-00126005	$661.25	10/02/2025	11/01/2025
SI-00134436	$546.25	10/02/2025	11/01/2025
SI-00143417	$460.00	10/02/2025	11/01/2025
1-950000.000	$1,400.00	09/30/2025	10/30/2025
1-950000.001	$700.00	09/30/2025	10/30/2025
1-950000.002	$700.00	09/30/2025	10/30/2025
1-950000.003	$700.00	09/30/2025	10/30/2025
1-950000.004	$6,813.00	09/30/2025	10/30/2025
Q4 CDC 2025.10.1	$2,206,416.50	10/01/2025	10/31/2025
42025-2	$5,138,252.13	09/17/2025	10/17/2025
002890	$1,963,783.92	09/11/2025	10/11/2025
52210	$24,643.94	09/02/2025	10/02/2025
52214	$24,643.94	10/01/2025	10/31/2025
5035711116	$2,751.00	09/11/2025	10/11/2025
891155	$957.74	09/04/2025	10/04/2025
KRKC572	$8,090.49	09/10/2025	10/10/2025
55P1739980	$140.19	10/01/2025	10/31/2025
55P1739981	$117.61	10/01/2025	10/31/2025
55P1739982	$140.19	10/01/2025	10/31/2025
3562472150	$523.71	09/10/2025	10/10/2025
6012212412	$236.94	09/10/2025	10/10/2025
6012212413	$376.59	09/10/2025	10/10/2025
6012905791	$213.16	09/10/2025	10/10/2025
6013746852	$26.72	09/10/2025	10/10/2025
6013746855	$408.32	09/10/2025	10/10/2025
6024297059	$441.48	09/10/2025	10/10/2025
6024745530	$240.85	09/10/2025	10/10/2025
6A12905791	$69.72	09/10/2025	10/10/2025
0949752-949926	$2,713.85	09/26/2025	10/26/2025
0949753-949927	$2,549.35	09/26/2025	10/26/2025
856256-0	$1,870.86	09/29/2025	10/29/2025
861181-0	$1,009.23	09/29/2025	10/29/2025
861181-1	$590.25	09/29/2025	10/29/2025
861181-2	$43.00	09/29/2025	10/29/2025
PPE08172025	$8,568.20	09/03/2025	10/03/2025
PPE08312025	$14,264.41	09/03/2025	10/03/2025
PPE09142025	$9,666.22	09/15/2025	10/15/2025
PPE09282025	$15,380.23	09/30/2025	10/30/2025
1002041746	$34,841.73	10/01/2025	10/31/2025

Department	Description
2130	Office of Homeland Security
2178	Supplier Diversity
2215	Executive Office
2763	Homicide Investiation Program
5002	Parking Adjudication
5112	Dedicated Millage
5112	Dedicated Millage
6301	Library Administration
6301	Library Administration
6301	Library Administration
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7003	NORD Maintenance
7003	NORD Maintenance
7003	NORD Maintenance
7005	NORD Recreation Centers
7005	NORD Recreation Centers
7006	NORD Aquatics
7006	NORD Aquatics
7006	NORD Aquatics
8201	Coroner's Administration
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters

A/P	Department has processed receiver & A
Department	Department has not executed a reciever
PO	Contract and/or Purchase Order must be
Budget	Budget errors must be corrected on the c
Released for Payment	The Transaction is released for payment

Invoice Comment
The Transaction is released for payment in the next available check run.
Receipt has not been created/released for this specific invoice.
8/13/25 Vendor invoice over department po line amount. CAO/TOW 9/4/25 Request an increase to cover attached invoice. 9/18/25 Department would prefer to wait until purchasing requests to have the invoice cancelled to a complete a change order than to cancel now.
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
9/24/25 Joshua Umrani emailed the vendor to get the invoice - ASR
09/30/2025 Waiting on money to be increased on PO TGK9/24/2025 PO increase is in process per CRB.
AMP09/02/2025 - Not enough funding on project.. Checking with AIH about funding, TGK
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Receiver has not been created/released for this specific invoice.
Receipt has not been created/released for this specific invoice.
The receiver total does not match the invoice total.
Approved Unreleased: Department needs reach out to purchasing and get an increase on line 6.
Approved Unreleased. Department must resolve issue prior to the transaction being released for pay
Receipt has not been created/released for this specific invoice.
Receiver has not been created/released for this specific invoice.
Receiver has not been created/released for this specific invoice.
Receipt has not been created/released for this specific invoice.
The Transaction is released for payment in the next available check run.
Receipt totals do not match the invoice amount.
Department needs to complete a receipt adjustment.
Receiver has not been created/released for this specific invoice.

Legend
ccounts Payable Processor will submit for payment
or approved the service or good in BRASS in order to be processed for payment
amended/adjusted before processing for payment
ontract or PO before processing for payment
in the next available check run.

Invoice Legend	Vendor	Vendor Name
Released for Payment	4008	JSSC LLC
Department	1252	Rouse's Enterprises LLC
Department	7182	Brister's Towing LLC
Released for Payment	3931	VERIZON WIRELESS
Released for Payment	1010	AUZENNE & ASSOCIATES, LLC
Department	59	Cintas Corporation
Department/Po	793	United Rentals (North America)
Released for Payment	1143	State Library of Louisiana
Released for Payment	1143	State Library of Louisiana
Released for Payment	6264	The HistoryMakers
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	4942	Pinnacle Security & Investigat
Department	728	Coastal Fire Protection LLC
Department	1338	Commercial Chemical Products, Inc.
Department	6674	Cajun Innovative Solutions
Department	1772	JM Fitness dba CrossFit NOLA
Department	6059	Esneault, Inc.
Department	5246	The American National Red Cross
Department	5246	The American National Red Cross
Department	5246	The American National Red Cross
Released for Payment	7132	Media By Design
Department	539	Uline
Department	539	Uline
Department	4611	GBP DIRECT, INC.

Invoice Number	Invoice Amount	Date Supplier Submitted	Due Date
301	$749.64	04/02/2020	05/02/2020
263203	$38.64	08/22/2025	09/21/2025
25-0217-21178	$5,753.44	08/07/2025	09/06/2025
9022355524	$50.00	05/23/2024	06/22/2024
1222-PW	$3,645.00	01/16/2023	02/15/2023
1905738173	$180.00	08/21/2025	09/20/2025
251442416-001	$76,190.00	08/11/2025	09/10/2025
32541	$25,337.73	06/08/2022	07/08/2022
34838	$15.00	02/29/2024	03/30/2024
NOPL-002	$5,000.00	06/28/2023	07/28/2023
6285	$30,000.00	08/26/2025	09/25/2025
6286	$85,000.00	08/26/2025	09/25/2025
6287	$25,000.00	08/23/2025	09/22/2025
16311	$863.21	08/22/2025	09/21/2025
71053	$3,230.00	08/20/2025	09/19/2025
201295615319	$662.40	08/12/2025	09/11/2025
000347	$18,118.00	08/20/2025	09/19/2025
3159	$2,199.00	08/25/2025	09/24/2025
11531	$1,342.00	08/20/2025	09/19/2025
22850327B	$329.00	08/25/2025	09/24/2025
22921009	$160.00	08/25/2025	09/24/2025
22922541A	$329.00	08/25/2025	09/24/2025
CW-112	$2,880.00	04/26/2024	05/26/2024
196166053	$442.80	08/05/2025	09/04/2025
196468005	$524.16	08/12/2025	09/11/2025
857208-3	$308.52	08/14/2025	09/13/2025

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New Orleans, LA 70119

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OFFICE OF THE ORLEANS PARISH DISTRICT ATTORNEY

JASON ROGERS WILLIAMS

October 6, 2025

Clerk of Council
1300 Perdido Street
New Orleans, LA 70112

Re: Monthly Budget Reporting, Period Ending August 31, 2025

Dear Clerk of Council:

Please find enclosed monthly budget reporting for period ending August 31, 2025 from the Orleans Parish District Attorney's Office. We apologize for our delayed submission, which was due to our accountant's unexpected absence from the office last week.

Regards,

Micah Ince
Chief of Staff

Summary – Budget to Actuals and Projections

This sheet will automatically populate with the information you enter in the monthly tabs. As you input tab, it will be reflected in the corresponding monthly column. The sheet will also calculate your Year-to revenue and expenses.

A helper column provides a linear estimate of expected revenue and expenses for the year. Additiona large expenses in the "Projected Fixed Exp_Revenue" tab, which will be factored into the Expected Y Expenditures—see the tab for details.

Finally, the Over/Under column automatically calculates the difference between your actual YTD value YTD projection.

Budget of Revenues for FY2025	Adopted Budget	Expected YTD
State Revenue	$4,665,448	$3,110,298.67
State Grants	$120,000	$80,000.00
Federal Grants	$2,723,256	$1,815,504.00
City Grants	$0	$0.00
City Revenue	$12,361,389	$8,240,926.00
Pass-through	$243,433	$162,288.67
Self-Generated	$760,848	$507,232.00
Equitable Sharing Funds (Restricted)	$0	$0.00
Interest	$3,500	$2,333.33
TOTAL REVENUE	**$20,877,874.00**	**$13,918,582.67**

Budget of Expenditures for FY2025

Personal Services	Adopted Budget	Expected YTD
Salaries	$11,346,476	$7,564,317.33
State ADA Warrants	$4,665,448	$3,110,298.67
FICA and Medicare Tax	$603,918	$402,612.00
City Pension	$1,154,607	$769,738.00
DA Retirement	$484,084	$322,722.67
Workman's Comp	$72,000	$48,000.00
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$73,586.67
	$18,436,913.00	**$12,291,275.33**

Other Operating	Adopted Budget	Expected YTD
Audit/Accounting Services	$55,250.00	$36,833.33
Automotive	$1,500.00	$1,000.00
Dues & Memberships	$62,000.00	$41,333.33
Office Repair/Maintenance	$150.00	$100.00
Office Supplies	$45,000.00	$30,000.00
Professional Services - Employment	$20,000.00	$13,333.33
Professional Services - Computer/Tech	$0.00	$0.00
Professional Services - Counseling Services	$132,000.00	$88,000.00

Professional Services - Legal Fees	$792,000.00	$528,000.00
Professional Services - Contracts	$60,000.00	$40,000.00
Postage and Delivery	$14,400.00	$9,600.00
File Storage	$310,000.00	$206,666.67
Telephone/Communications	$138,000.00	$92,000.00
Advertising	$250.00	$166.67
Recruitment	$6,720.00	$4,480.00
Civil Lawsuits	$341,666.00	$227,777.33
Facility Dog	$1,000.00	$666.67
Bank Charges	$350.00	$233.33
Online Inquires - TLO	$6,700.00	$4,466.67
Digital Hosting and Security Services	$81,364.00	$54,242.67
Legal Research - Westlaw	$101,956.00	$67,970.67
Computer and Printer Supplies	$43,000.00	$28,666.67
Copy Machine Lease - Xerox	$35,000.00	$23,333.33
Capital Lease - Vehicle	$0.00	$0.00
Office Equipment Mainteance and Supplies	$1,500.00	$1,000.00
Court Copies	$3,000.00	$2,000.00
Medical Records	$300.00	$200.00
Drug Testing	$900.00	$600.00
DNA Analysis	$100,000.00	$66,666.67
Expert Witness	$37,000.00	$24,666.67
Extradition	$0.00	$0.00
File Room Supplies	$2,500.00	$1,666.67
Meetings/Business Developments	$2,500.00	$1,666.67
Furniture and Fixtures	$10,000.00	$6,666.67
Grand Jury	$1,000.00	$666.67
Interpreters	$7,500.00	$5,000.00
Janitorial Supplies and Expenses	$95,280.00	$63,520.00
Law Books and Journals	$23,558.00	$15,705.33
Miscellaneous	$44,134.00	$29,422.67
Office and Computer Equipment	$22,450.00	$14,966.67
Services - Security	$124,220.00	$82,813.33
Printing	$2,500.00	$1,666.67
Trash Disposal	$22,800.00	$15,200.00
Case Management Software	$159,671.00	$106,447.33
Website Service	$5,000.00	$3,333.33
Transcripts	$85,000.00	$56,666.67
Transportation	$200.00	$133.33
Training and Professional Development	$60,000.00	$40,000.00
Witness Expense	$175,000.00	$116,666.67
Water	$12,000.00	$8,000.00
Communites of Hope/NODICE	$270,000.00	$180,000.00
Restorative Justice - Diversion	$0.00	$0.00

Grant Subrecipients (Pass-through)	$0.00	$0.00
Capital Outlays	$185,495.00	$123,663.33
TOTAL EXPENDITURES	**$3,701,814.00**	**$2,467,876.00**

	Adopted Budget	Expected YTD
TOTAL REVENUE	**$20,877,874.00**	**$13,918,582.67**
TOTAL EXPENDITURES	**$22,138,727.00**	**$14,759,151.33**
Difference	**$1,260,853.00**	**$840,568.67**

data in a monthly
-Date (YTD)

lly, you can enter
TD

es and the expected

YTD Revenue	Over/Under	January	February	March
$0.00	$3,110,298.67	$0.00	$0.00	$0.00
$80,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00
$1,968,348.53	$152,844.53	$526,851.40	$88,514.24	$7,712.67
$416,847.45	$416,847.45	$0.00	$0.00	$156,695.00
$9,346,041.75	$1,105,115.75	$0.00	$3,315,347.25	$3,015,347.25
$272,256.58	$109,967.91	$78,332.90	$0.00	$0.00
$564,194.38	$56,962.38	$67,845.19	$27,549.66	$41,328.41
$114,811.93	$114,811.93	$0.00	$0.00	$0.00
$4,014.33	$1,681.00	$263.95	$285.11	$508.95
$12,766,514.95	**$1,152,067.72**	**$683,293.44**	**$3,441,696.26**	**$3,231,592.28**

YTD Revenue	Over/Under	January	February	March
$6,674,178.20	$890,139.13	$817,879.84	$817,012.23	$816,468.46
$0.00	$3,110,298.67	$0.00	$0.00	$0.00
$357,226.02	$45,385.98	$43,283.26	$43,426.42	$43,606.85
$727,863.00	$41,875.00	$88,657.99	$88,615.95	$90,653.53
$262,454.11	$60,268.56	$31,706.44	$32,002.57	$32,913.18
$27,290.39	$20,709.61	$2,292.73	$3,854.85	$4,126.85
$87,116.84	$13,530.17	$6,413.92	$19,530.62	$3,207.95
$8,136,128.56	**$4,155,146.77**	$990,234.18	$1,004,442.64	$990,976.82

YTD Revenue	Over/Under	January	February	March
$14,267.50	$22,565.83	$0.00	$0.00	$0.00
$48.94	$951.06	$48.94	$0.00	$0.00
$46,351.52	$5,018.19	$150.00	$3,016.67	$2,916.67
$289.29	$189.29	$0.00	$31.26	$0.00
$22,862.48	$7,137.52	$3,054.88	$294.92	$4,487.23
$334.40	$12,998.93	$106.40	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$15,825.00	$72,175.00	$0.00	$0.00	$0.00

$525,031.77	$2,968.23	$64,747.68	$39,203.38	$42,947.99
$9,360.00	$30,640.00	$2,470.00	$0.00	$0.00
$4,318.16	$5,281.84	$710.94	$590.64	$511.05
$213,186.12	$6,519.45	$21,870.33	$22,010.43	$23,056.25
$92,018.50	$18.50	$10,884.39	$6,134.11	$11,711.32
$32.12	$134.55	$32.12	$0.00	$0.00
$4,571.75	$91.75	$1,120.00	$1,851.41	$928.34
$341,666.00	$113,888.67	$0.00	$0.00	$0.00
$1,269.79	$603.12	$100.01	$97.20	$259.58
$297.99	$64.66	$27.46	$31.49	$54.97
$4,487.80	$21.13	$516.80	$597.52	$557.70
$67,832.38	$13,589.71	$2,985.71	$5,266.24	$3,187.96
$74,234.87	$6,264.20	$8,426.25	$8,426.25	$13,544.99
$22,774.27	$5,892.40	$3,861.95	$2,731.99	$4,442.03
$26,170.11	$2,836.78	$0.00	$0.00	$14,083.29
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$1,000.00	$0.00	$0.00	$0.00
$1,119.51	$880.49	$22.69	$84.69	$64.00
$0.00	$200.00	$0.00	$0.00	$0.00
$704.00	$104.00	$159.00	$104.00	$208.00
$16,340.63	$50,326.04	$0.00	$2,900.00	$2,700.00
$36,328.36	$11,661.69	$0.00	$6,154.36	$800.00
$3,877.00	$3,877.00	$0.00	$0.00	$0.00
$2,808.25	$1,141.58	$440.25	$456.25	$597.00
$328.56	$1,338.11	$0.00	$0.00	$0.00
$1,546.94	$5,119.73	$0.00	$1,446.96	$0.00
$634.34	$32.33	$72.06	$89.62	$89.30
$7,736.89	$2,736.89	$2,900.55	$0.00	$786.22
$69,656.01	$6,136.01	$18,284.92	$636.40	$7,896.98
$20,104.61	$4,399.28	$4,446.77	$1,713.17	$2,738.77
$207,924.38	$178,501.71	$226.41	$157,674.18	$3,586.95
$8,243.93	$6,722.74	$0.00	$1,332.19	$1,314.83
$0.00	$82,813.33	$0.00	$0.00	$0.00
$1,367.06	$299.61	$436.00	$0.00	$0.00
$16,281.80	$1,081.80	$1,802.65	$1,933.86	$2,066.33
$178,382.02	$71,934.69	$0.00	$481.98	$2,507.20
$0.00	$3,333.33	$0.00	$0.00	$0.00
$48,036.50	$8,630.17	$5,435.50	$4,158.50	$8,753.50
$0.00	$133.33	$0.00	$0.00	$0.00
$32,239.77	$7,760.23	$4,005.50	$1,989.49	$338.92
$66,968.80	$49,697.87	$2,212.32	$5,942.85	$8,854.39
$6,716.23	$1,283.77	$796.93	$713.72	$380.86
$86,808.09	$93,191.91	$0.00	$665.00	$17,340.00
$0.00	$0.00	$0.00	$0.00	$0.00

$200,798.68	$200,798.68	$0.00	$32,115.05	$68,543.22
$229,627.06	$105,963.73	$0.00	$0.00	$2,657.10
$2,731,810.18	**$263,934.18**	**$162,355.41**	**$310,875.78**	**$254,912.94**

YTD	Over/Under
$12,766,514.95	**$1,152,067.72**
$10,867,938.74	**$3,891,212.59**
$1,898,576.21	**$2,739,144.88**

April	May	June	July	August
$0.00	$0.00	$0.00	$0.00	$0.00
$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
$566,118.32	$90,813.26	$0.00	$611,969.44	$76,369.20
$0.00	$260,152.45	$0.00	$0.00	$0.00
$0.00	$0.00	$1,507,673.63	$0.00	$1,507,673.62
$100,658.27	$0.00	$0.00	$93,265.41	$0.00
$206,400.71	$73,840.02	$45,728.06	$36,764.53	$64,737.80
$114,811.93	$0.00	$0.00	$0.00	$0.00
$700.52	$640.69	$532.00	$564.81	$518.30
$998,689.75	**$435,446.42**	**$1,563,933.69**	**$752,564.19**	**$1,659,298.92**

April	May	June	July	August
$839,569.63	$831,056.73	$861,835.37	$861,811.01	$828,544.93
$0.00	$0.00	$0.00	$0.00	$0.00
$45,079.01	$44,501.19	$46,775.73	$46,119.18	$44,434.38
$92,051.71	$92,231.30	$93,972.81	$92,727.92	$88,951.79
$33,380.64	$33,073.47	$33,294.00	$33,482.06	$32,601.75
$3,854.85	$2,753.93	$3,854.85	$2,697.48	$3,854.85
$19,183.05	$7,066.93	$10,159.49	$15,621.17	$5,933.71
$1,033,118.89	$1,010,683.55	$1,049,892.25	$1,052,458.82	$1,004,321.41

April	May	June	July	August
$0.00	$14,267.50	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$2,916.67	$5,916.67	$2,916.67	$25,601.50	$2,916.67
$0.00	$99.06	$158.97	$0.00	$0.00
$2,703.24	$3,347.65	$2,502.19	$3,655.04	$2,817.33
$0.00	$0.00	$0.00	$228.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$3,412.50	$4,237.50	$4,575.00	$3,600.00

$80,951.05	$0.00	$120,401.38	$151,755.64	$25,024.65
$0.00	$2,990.00	$520.00	$2,860.00	$520.00
$373.41	$430.99	$693.07	$508.06	$500.00
$22,399.27	$45,522.52	$23,138.18	$24,195.35	$30,993.79
$12,424.20	$12,557.69	$13,080.53	$12,662.41	$12,563.85
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$672.00
$0.00	$0.00	$0.00	$0.00	$341,666.00
$85.59	$0.00	$0.00	$727.41	$0.00
$56.33	$32.54	$31.33	$32.54	$31.33
$565.18	$558.14	$562.10	$567.82	$562.54
$31,603.74	$2,774.72	$10,235.47	$6,227.39	$5,551.15
$8,426.25	$8,426.25	$10,132.38	$8,426.25	$8,426.25
$1,007.98	$407.67	$5,061.70	$2,584.15	$2,676.80
$0.00	$22.00	$6,338.82	$5,726.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$265.81	$133.50	$397.94	$150.88
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$166.00	$67.00
$10,740.63	$0.00	$0.00	$0.00	$0.00
$5,324.00	$0.00	$21,250.00	$2,800.00	$0.00
$0.00	$0.00	$3,877.00	$0.00	$0.00
$0.00	$0.00	$447.75	$447.75	$419.25
$0.00	$0.00	$0.00	$0.00	$328.56
$0.00	$0.00	$99.98	$0.00	$0.00
$83.39	$41.61	$93.07	$122.36	$42.93
$437.82	$0.00	$1,718.60	$874.19	$1,019.51
$13,668.28	$0.00	$7,137.53	$15,298.89	$6,733.01
$1,713.17	$3,297.20	$1,713.17	$2,241.17	$2,241.19
$42,314.23	$105.49	$3,363.27	$590.96	$62.89
$527.37	$742.56	$4,567.84	$0.00	$240.86
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$280.00	$336.06	$315.00	$0.00
$2,060.60	$2,060.60	$2,192.72	$2,080.43	$2,084.61
$42,065.04	$0.00	$133,327.80	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$2,885.50	$4,234.50	$5,721.00	$6,041.50	$10,806.50
$0.00	$0.00	$0.00	$0.00	$0.00
$7,886.26	$11,510.63	$1,188.57	$4,459.40	$861.00
$8,746.85	$14,390.32	$8,824.34	$7,070.98	$10,926.75
$475.50	$627.67	$1,119.01	$1,542.46	$1,060.08
$20,607.32	$0.00	$25,026.00	$23,169.77	
$0.00	$0.00	$0.00	$0.00	$0.00

$31,996.88	$19,271.61	$48,871.92	$0.00	
$221,680.28	$1,798.68	$0.00	$0.00	$3,491.00
$576,726.03	**$159,392.58**	**$471,019.42**	**$317,951.36**	**$478,576.66**

September	October	November	December
$0.00	**$0.00**	**$0.00**	**$0.00**

September	October	November	December
$0.00	$0.00	$0.00	$0.00

September	October	November	December

$0.00	$0.00	$0.00	$0.00

Optional – Update Budget Projections

This sheet gives you the optional ability to refine your Year-to-Date (YTD) expected revenue and e
events. This is useful when a simple linear projection does not provide enough nuance for accura

Example: Suppose you have a $170,000 maintenance budget for the year. However, in May, you
spreading the full $170,000 evenly across the year, the projection will:

Remove the $50,000 expense from the linear projection.
Distribute the remaining $120,000 evenly over 12 months ($10,000 per month).
Add the $50,000 expense to May, ensuring a more accurate projection that accounts for large, irr
To use this feature, enter the category in Column A, the month the cost will be realized in Column
D. If a large expense is paid out over multiple months, you can divide it into multiple entries acros

Use this feature only when needed to improve projection accuracy. Otherwise, the default linear a

Category	Month	Cost

expenses by entering anticipated one-time revenue or expense
te forecasting.

anticipate a $50,000 HVAC system upgrade. Instead of

egular costs.
B, the cost of the bill in Column C, and a description in Column
s different months for more accurate tracking.

pproach will suffice.

Description

FTE Template – Staffing Report

List each position in Column A and enter the budgeted FTEs for the start of the year in Column B. Then, for each month, record the number of FTEs employed for that month in Columns D through O. Leave any future months blank.

As you update the FTEs each month, Column C will automatically calculate the current number of vacancies. An example entry is provided for reference.

Agencies that use the City's payroll system can contact Brandye DeLarge at badelarge@nola.gov for assistance with accessing personnel reports.

Position Title	Budgeted FTE	Revised Budgeted FTE	Vacancies
District Attorney	1	1	
1st Assistant District Attorney	1	1	
Executive Coordinator	1	1	
Legal Secretary	1	1	
Chief of Staff	1	1	
Chief of Operations and External Affairs	1	1	
Communications Director	1	1	
Adminstrative - Support Staff	20	20	*1*
Administrative - ADA	1	1	*-1*
Appeals - ADAs	4	4	*-1*
Civil Rights - ADAs	3	3	
Civil Rights - Investigators	2	2	
Civil Rights - Administrative	5	5	*2*
Diversion	5	5	
Domestic Violence - ADAs	5	0	
Homicide - ADAs	10	10	*1*
Homicide - Administrative	1	1	
Investigations	18	18	
Juvenile - ADAs	8	8	
Juvenile - Administrative	2	2	*1*
SAKI - ADAs	5	5	*1*
SAKI - Administrative	4	4	
Screening - ADAs	17	17	*3*
Screening Assistants	12	12	*2*
SVU - ADAs	3	3	
SVU - Administrative	2	2	
Trials - ADAs	27	32	*5*
Trial Assistants	22	22	
Victim/Witness Advocates/Coordinators	21	21	*1*
	204	204	*0*

**Magistrate ADAs (5) are now a part of the trials division
Previously part of screening division

**DV is under Screening

**Magistrate Screening Assistants are now under Trials Assistants

January	February	March	April	May	June	July
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
19	18	18	19	18	17	19
1	1	1	1	1	2	2
4	4	4	4	4	5	5
2	2	3	3	3	3	3
2	2	2	2	2	2	2
4	4	4	4	4	3	3
5	5	5	5	5	5	5
5	4	2	3	0	0	0
10	9	9	9	9	9	9
1	1	1	1	1	1	1
16	18	18	18	18	18	18
8	9	8	6	7	7	6
1	1	1	2	2	2	1
4	4	4	4	4	4	4
4	4	4	3	4	4	4
13	14	13	13	15	15	14
12	12	12	12	12	9	9
2	2	2	2	2	2	2
3	2	3	3	3	3	3
25	24	27	29	29	28	29
19	20	20	20	22	24	24
20	20	21	20	21	21	20

August	September	October	November	December
1				
1				
1				
1				
1				
1				
1				
19				
2				
5				
3				
2				
3				
5				
0				
9				
1				
18				
8				
1				
4				
4				
14				
10				
3				
2				
27				
22				
20				

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025

	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$526,851.40	$2,723,256.00	
City Grant	$0	$0.00		
City Revenue	$12,361,389	$0.00	$12,361,389.00	
Pass-through	$243,433	$78,332.90	$243,433.00	
Self-Generated	$760,848	$67,845.19	$760,848.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$0.00	
Interest	$3,500	$263.95	$3,500.00	
		$683,293.44		

Budget of Expenditures for FY2025

Personal Services		Monthly Expenditures	Projected Full Year Total	Notes/Methodology
Salaries	$11,346,476	$817,879.64	$11,346,476.00	
State ADA Warrants	$4,665,448	$0.00	$4,665,448.00	
FICA and Medicare Tax	$603,918	$43,283.26	$603,918.00	
City Pension	$1,154,607	$88,657.99	$1,154,607.00	
DA Retirement	$484,084	$31,706.44	$484,084.00	
Workman's Comp	$72,000	$2,292.73	$72,000.00	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$6,413.92	$157,380.00	
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$48.94	$1,500.00	
Dues & Memberships	$62,000.00	$150.00	$62,000.00	
Office Repair/Maintenance	$150.00	$0.00	$150.00	
Office Supplies	$45,000.00	$3,054.88	$45,000.00	
Professional Services - Employment	$20,000.00	$106.40	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$0.00	$132,000.00	
Professional Services - Legal Fees	$792,000.00	$64,747.68	$792,000.00	
Professional Services - Contracts	$60,000.00	$2,470.00	$60,000.00	
Postage and Delivery	$14,400.00	$710.94	$14,400.00	
File Storage	$310,000.00	$21,870.33	$310,000.00	
Telephone/Communications	$138,000.00	$10,884.39	$138,000.00	
Advertising	$250.00	$32.12	$250.00	
Recruitment	$6,720.00	$1,120.00	$6,720.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$100.01	$1,000.00	
Bank Charges	$350.00	$27.45	$350.00	
Online Inquires - TLO	$6,700.00	$516.80	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$2,985.71	$81,364.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$101,956.00	
Computer and Printer Supplies	$43,000.00	$3,861.95	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$0.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Mainteance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$22.69	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$159.00	$900.00	
DNA Analysis	$100,000.00	$0.00	$100,000.00	
Expert Witness	$37,000.00	$0.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$440.25	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fatures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$72.06	$1,000.00	
Interpreters	$7,500.00	$2,900.55	$7,500.00	
Janitorial Supplies and Expenses	$95,280.00	$18,284.92	$95,280.00	
Law Books and Journals	$23,558.00	$4,446.77	$23,558.00	
Miscellaneous	$44,134.00	$226.41	$44,134.00	
Office and Computer Equipment	$22,450.00	$0.00	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$436.00	$2,500.00	
Trash Disposal	$22,800.00	$1,802.65	$22,800.00	
Case Management Software	$159,671.00	$0.00	$159,671.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$5,435.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$4,005.50	$60,000.00	
Witness Expense	$175,000.00	$2,212.32	$175,000.00	
Water	$12,000.00	$796.93	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$0.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$0.00	$132,000.00	Previously classified as counseling services
Capital Outlays	$185,495.00	$0.00	$185,495.00	
		$1,152,589.59		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

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Budget of Revenues for FY2025

	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$88,514.24	$2,879,951.00	
City Grant	$0	$0.00		
City Revenue	$12,361,389	$3,315,347.25	$12,361,389.00	
Pass-through	$243,433	$0.00	$243,433.00	
Self-Generated	$760,848	$27,549.66	$760,848.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$0.00	
Interest	$3,500	$285.11	$3,500.00	
		$3,441,696.26		

Budget of Expenditures for FY2025

		Monthly Expenditures	Projected Full Year Total	Notes/Methodology
Personal Services				
Salaries	$11,346,476	$817,012.23	$11,346,476.00	
State ADA Warrants	$4,665,448	$0.00	$4,665,448.00	
FICA and Medicare Tax	$603,918	$43,426.42	$603,918.00	
City Pension	$1,154,607	$88,615.95	$1,154,607.00	
DA Retirement	$484,084	$32,002.57	$484,084.00	
Workman's Comp	$72,000	$3,854.85	$72,000.00	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$19,530.62	$157,380.00	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$3,016.67	$62,000.00	
Office Repair/Maintenance	$150.00	$31.26	$150.00	
Office Supplies	$45,000.00	$294.92	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$0.00	$0.00	Re-classify into grants subrecipient
Professional Services - Legal Fees	$792,000.00	$39,203.38	$792,000.00	
Professional Services - Contracts	$60,000.00	$0.00	$60,000.00	
Postage and Delivery	$14,400.00	$590.64	$14,400.00	
File Storage	$310,000.00	$22,010.43	$310,000.00	
Telephone/Communications	$138,000.00	$6,134.11	$138,000.00	
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$1,851.41	$6,720.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$97.20	$1,000.00	
Bank Charges	$350.00	$31.49	$350.00	
Online Inquires - TLO	$6,700.00	$597.52	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$5,266.24	$81,364.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$101,956.00	
Computer and Printer Supplies	$43,000.00	$2,731.99	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$0.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Mainteance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$84.69	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$104.00	$900.00	
DNA Analysis	$100,000.00	$2,900.00	$100,000.00	
Expert Witness	$37,000.00	$6,154.36	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$456.25	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fatures	$10,000.00	$1,446.96	$10,000.00	
Grand Jury	$1,000.00	$89.62	$1,000.00	
Interpreters	$7,500.00	$0.00	$7,500.00	
Janitorial Supplies and Expenses	$95,280.00	$636.40	$95,280.00	
Law Books and Journals	$23,558.00	$1,713.17	$23,558.00	
Miscellaneous	$44,134.00	$157,674.18	$200,829.00	Included $156,695 for scanning/digitaztion not in original budget. Grant funded.
Office and Computer Equipment	$22,450.00	$1,332.19	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$0.00	$2,500.00	
Trash Disposal	$22,800.00	$1,933.86	$22,800.00	
Case Management Software	$159,671.00	$481.98	$159,671.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$4,158.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$1,989.49	$60,000.00	
Witness Expense	$175,000.00	$5,942.85	$175,000.00	
Water	$12,000.00	$713.72	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$665.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$32,115.05	$132,000.00	Previously classified as counseling services
Capital Outlays	$185,495.00	$0.00	$185,495.00	
		$1,315,318.42		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

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Budget of Revenues for FY2025

	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$7,712.67	$2,723,256.00	
City Grant	$0	$156,695.00	$156,695.00	
City Revenue	$12,361,389	$3,015,347.25	$12,661,389.00	
Pass-through	$243,433	$0.00	$243,433.00	
Self-Generated	$760,848	$41,328.41	$760,848.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$0.00	
Interest	$3,500	$508.95	$3,500.00	
		$3,231,592.28		

Budget of Expenditures for FY2025

		Monthly Expenditures	Projected Full Year Total	Notes/Methodology
Personal Services				
Salaries	$11,346,476	$816,468.48	$11,346,476.00	
State ADA Warrants	$4,665,448	$0.00	$4,665,448.00	
FICA and Medicare Tax	$603,918	$43,606.85	$603,918.00	
City Pension	$1,154,607	$90,653.53	$1,154,607.00	
DA Retirement	$484,084	$32,913.18	$484,084.00	
Workman's Comp	$72,000	$4,126.85	$72,000.00	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$3,207.95	$157,380.00	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$2,916.67	$62,000.00	
Office Repair/Maintenance	$150.00	$0.00	$150.00	
Office Supplies	$45,000.00	$4,487.23	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$0.00	$0.00	Re-classify into grants subrecipient
Professional Services - Legal Fees	$792,000.00	$42,947.99	$792,000.00	
Professional Services - Contracts	$60,000.00	$0.00	$60,000.00	
Postage and Delivery	$14,400.00	$511.05	$14,400.00	
File Storage	$310,000.00	$23,056.25	$310,000.00	
Telephone/Communications	$138,000.00	$11,711.32	$138,000.00	
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$928.34	$6,720.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$259.58	$1,000.00	
Bank Charges	$350.00	$54.97	$350.00	
Online Inquires - TLO	$6,700.00	$557.70	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$3,187.96	$81,364.00	
Legal Research - Westlaw	$101,956.00	$13,544.99	$101,956.00	
Computer and Printer Supplies	$43,000.00	$4,442.03	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$14,083.29	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Mainteance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$64.00	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$208.00	$900.00	
DNA Analysis	$100,000.00	$2,700.00	$100,000.00	
Expert Witness	$37,000.00	$800.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$597.00	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fatures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$89.30	$1,000.00	
Interpreters	$7,500.00	$786.22	$7,500.00	
Janitorial Supplies and Expenses	$95,280.00	$7,896.98	$95,280.00	
Law Books and Journals	$23,558.00	$2,738.77	$23,558.00	
Miscellaneous	$44,134.00	$3,586.95	$200,829.00	Included $156,695 for scanning/digitaztion not in original budget. Grant funded.
Office and Computer Equipment	$22,450.00	$1,314.83	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$0.00	$2,500.00	
Trash Disposal	$22,800.00	$2,066.33	$22,800.00	
Case Management Software	$159,671.00	$2,507.20	$159,671.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$8,753.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$338.92	$60,000.00	
Witness Expense	$175,000.00	$8,854.39	$175,000.00	
Water	$12,000.00	$380.86	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$17,340.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$68,543.22	$132,000.00	Previously classified as counseling services
Capital Outlays	$185,495.00	$2,657.10	$185,495.00	
		$1,245,889.76		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

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Budget of Revenues for FY2025	**Adopted Budget**	**Monthly Revenue**	**Projected Full Year Total**	**Notes/Methodology**
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$566,118.32	$2,723,256.00	
City Grant	$0	$0.00	$156,695.00	
City Revenue	$12,361,389	$0.00	$12,661,389.00	
Pass-through	$243,433	$100,658.27	$243,433.00	
Self-Generated	$760,848	$206,400.71	$760,848.00	
Equitable Sharing Funds (Restricted)	$0	$114,811.93	$114,811.93	
Interest	$3,500	$700.52	$3,500.00	
		$998,689.75		

Budget of Expenditures for FY2025				
Personal Services		**Monthly Expenditures**	**Projected Full Year Total**	**Notes/Methodology**
Salaries	$11,346,478	$839,569.63	$11,346,478	
State ADA Warrants	$4,665,448	$0.00	$4,665,448	
FICA and Medicare Tax	$603,918	$45,079.01	$603,918	
City Pension	$1,154,607	$92,051.71	$1,154,607	
DA Retirement	$484,084	$33,360.64	$484,084	
Workman's Comp	$72,000	$3,854.85	$72,000	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,382	$19,183.05	$157,380	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$2,916.67	$62,000.00	
Office Repair/Maintenance	$150.00	$0.00	$150.00	
Office Supplies	$45,000.00	$2,703.24	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$0.00	$0.00	Re-classify into grants subrecipient
Professional Services - Legal Fees	$792,000.00	$80,951.05	$792,000.00	
Professional Services - Contracts	$60,000.00	$0.00	$60,000.00	
Postage and Delivery	$14,400.00	$373.41	$14,400.00	
File Storage	$310,000.00	$22,399.27	$310,000.00	
Telephone/Communications	$138,000.00	$12,424.25	$138,000.00	
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$0.00	$6,720.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$85.59	$1,000.00	
Bank Charges	$350.00	$56.33	$350.00	
Online Inquiries - TLO	$6,700.00	$565.18	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$31,603.74	$81,364.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$101,956.00	
Computer and Printer Supplies	$43,000.00	$1,007.98	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$0.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Maintenance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$0.00	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$0.00	$900.00	
DNA Analysis	$100,000.00	$10,740.63	$100,000.00	
Expert Witness	$37,000.00	$5,324.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$0.00	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fixtures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$83.39	$1,000.00	
Interpreters	$7,500.00	$437.82	$7,500.00	
Janitorial Supplies and Expenses	$95,280.00	$13,668.28	$95,280.00	
Law Books and Journals	$23,558.00	$1,713.17	$23,558.00	
Miscellaneous	$44,134.00	$42,314.27	$243,015.76	Includes $198,881.76 in grant funded purchases not included in budget (ARPA/Record Digitization)
Office and Computer Equipment	$22,450.00	$527.37	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$0.00	$2,500.00	
Trash Disposal	$22,800.00	$2,060.60	$22,800.00	
Case Management Software	$159,671.00	$42,065.04	$159,671.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$2,885.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$7,886.26	$60,000.00	
Witness Expense	$175,000.00	$8,746.85	$175,000.00	
Water	$12,000.00	$475.50	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$20,607.32	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$31,996.88	$132,655.15	Previously classified as counseling services
Capital Outlays	$185,495.00	$221,680.28	$403,460.69	Includes $217,965.69 in grant funded purchases (not previously budgeted)
		$1,609,844.92		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

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Budget of Revenues for FY2025	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$90,813.25	$2,565,550.53	
City Grants	$0	$260,152.45	$416,847.40	
City Revenue	$12,361,389	$0.00	$12,661,389.00	
Pass-through	$243,433	$0.00	$178,991.17	
Self-Generated	$760,848	$73,840.02	$759,349.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$114,811.93	
Interest	$3,500	$640.69	$4,899.00	
		$435,446.42		

Budget of Expenditures for FY2025				
Personal Services		**Monthly Expenditures**	**Projected Full Year Total**	**Notes/Methodology**
Salaries	$11,346,478	$831,056.72	$11,346,478	
State ADA Warrants	$4,665,448	$0.00	$4,665,448	
FICA and Medicare Tax	$603,918	$44,501.19	$603,918	
City Pension	$1,154,607	$92,231.35	$1,154,607	
DA Retirement	$484,084	$33,073.47	$484,084	
Workman's Comp	$72,000	$2,753.93	$45,000	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,382	$7,066.90	$142,380	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$14,267.50	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$5,916.67	$62,000.00	
Office Repair/Maintenance	$150.00	$99.06	$150.00	
Office Supplies	$45,000.00	$3,347.62	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$3,412.50	$58,500.00	Re-classified LPP/1st 72/Loyola into grants subrecipient / Added on site counselor
Professional Services - Legal Fees	$792,000.00	$0.00	$960,000.00	
Professional Services - Contracts	$60,000.00	$2,990.00	$42,120.00	
Postage and Delivery	$14,400.00	$430.99	$14,400.00	
File Storage	$310,000.00	$45,522.52	$310,000.00	
Telephone/Communications	$138,000.00	$12,557.69	$145,000.00	Increased due to Poydras location
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$0.00	$8,828.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$0.00	$1,000.00	
Bank Charges	$350.00	$32.54	$350.00	
Online Inquiries - TLO	$6,700.00	$558.14	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$2,774.72	$86,443.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$107,074.74	
Computer and Printer Supplies	$43,000.00	$407.67	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$22.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Maintenance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$265.61	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$0.00	$900.00	
DNA Analysis	$100,000.00	$0.00	$100,000.00	
Expert Witness	$37,000.00	$0.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$0.00	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fixtures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$41.61	$1,000.00	
Interpreters	$7,500.00	$0.00	$8,500.00	
Janitorial Supplies and Expenses	$95,280.00	$0.00	$88,200.00	
Law Books and Journals	$23,558.00	$3,297.25	$29,894.00	
Miscellaneous	$44,134.00	$105.49	$204,980.69	Includes $198,881.76 in grant funded purchases not included in budget (ARPA/Record Digitization)
Office and Computer Equipment	$22,450.00	$742.56	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$260.00	$2,500.00	
Trash Disposal	$22,800.00	$2,060.60	$22,800.00	
Case Management Software	$159,671.00	$0.00	$203,071.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$4,234.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$11,510.63	$60,000.00	
Witness Expense	$175,000.00	$14,390.32	$175,000.00	
Water	$12,000.00	$627.67	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$0.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$19,271.61	$151,926.76	Previously classified as counseling services
Capital Outlays	$185,495.00	$1,798.68	$403,460.69	Includes $217,965.69 in grant funded purchases (not previously budgeted)
		$1,170,076.13		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025	Adopted Budget	**Monthly Revenue**	**Projected Full Year Total**	**Notes/Methodology**
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$0.00	$2,565,550.53	
City Grants	$0	$0.00	$416,847.45	
City Revenue	$12,361,389	$1,507,673.63	$12,661,389.00	
Pass-through	$243,433	$0.00	$178,991.17	
Self-Generated	$760,848	$45,728.06	$759,349.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$114,811.93	
Interest	$3,500	$532.00	$4,899.00	
		$1,563,933.69		

Budget of Expenditures for FY2025				
Personal Services		**Monthly Expenditures**	**Projected Full Year Total**	**Notes/Methodology**
Salaries	$11,346,476	$861,835.37	$11,346,476	
State ADA Warrants	$4,665,448	$0.00	$4,665,448	
FICA and Medicare Tax	$603,918	$46,775.73	$603,918	
City Pension	$1,154,607	$93,972.81	$1,154,607	
DA Retirement	$484,084	$33,294.00	$484,084	
Workman's Comp	$72,000	$3,854.65	$45,000	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$10,159.40	$142,380	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$2,916.67	$62,000.00	
Office Repair/Maintenance	$150.00	$158.97	$150.00	
Office Supplies	$45,000.00	$2,502.19	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$4,237.50	$58,500.00	Re-classified LPP1st 72/Loyola into grants subrecipient / Added on site counselor
Professional Services - Legal Fees	$792,000.00	$120,401.38	$960,000.00	
Professional Services - Contracts	$60,000.00	$520.00	$42,120.00	
Postage and Delivery	$14,400.00	$693.07	$14,400.00	
File Storage	$310,000.00	$23,138.18	$310,000.00	
Telephone/Communications	$138,000.00	$13,080.53	$145,000.00	Increased due to Poydras location
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$0.00	$8,828.69	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$0.00	$1,000.00	
Bank Charges	$350.00	$31.33	$350.00	
Online Inquires - TLO	$6,700.00	$562.10	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$10,235.47	$86,443.00	
Legal Research - Westlaw	$101,958.00	$10,132.38	$107,074.74	
Computer and Printer Supplies	$43,000.00	$5,061.70	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$6,338.82	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Maintenance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$133.50	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$0.00	$900.00	
DNA Analysis	$100,000.00	$0.00	$100,000.00	
Expert Witness	$37,000.00	$21,250.00	$37,000.00	
Extradition	$0.00	$3,877.00	$0.00	
File Room Supplies	$2,500.00	$447.75	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fixtures	$10,000.00	$99.98	$10,000.00	
Grand Jury	$1,000.00	$93.07	$1,000.00	
Interpreters	$7,500.00	$1,718.60	$8,500.00	
Janitorial Supplies and Expenses	$95,280.00	$7,137.53	$88,200.00	
Law Books and Journals	$23,558.00	$1,713.17	$29,894.00	
Miscellaneous	$44,134.00	$3,363.27	$204,980.69	Includes $198,881.76 in grant funded purchases not included in budget (ARPA/Record Digitization)
Office and Computer Equipment	$22,450.00	$4,567.84	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$336.06	$2,500.00	
Trash Disposal	$22,800.00	$2,192.72	$22,800.00	
Case Management Software	$159,671.00	$133,327.80	$203,071.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$5,721.00	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$1,188.57	$60,000.00	
Witness Expense	$175,000.00	$8,824.34	$175,000.00	
Water	$12,000.00	$1,119.01	$12,000.00	
Communities of Hope/NOOICE	$300,000.00	$25,026.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$48,871.92	$151,926.76	Previously classified as counseling services
Capital Outlays	$185,495.00	$0.00	$403,460.69	Includes $217,965.69 in grant funded purchases (not previously budgeted)
		$1,520,911.67		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$611,969.44	$2,565,550.53	
City Grants	$0	$0.00	$416,847.45	
City Revenue	$12,361,389	$0.00	$12,361,389.00	
Pass-through	$243,433	$93,265.41	$178,991.17	
Self-Generated	$760,849	$36,764.53	$759,349.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$114,811.93	
Interest	$3,500	$564.81	$4,899.00	
		$752,564.19		

Budget of Expenditures for FY2025				
Personal Services		**Monthly Expenditures**	**Projected Full Year Total**	**Notes/Methodology**
Salaries	$11,346,478	$861,811.01	$11,346,478	
State ADA Warrants	$4,665,448	$0.00	$4,665,448	
FICA and Medicare Tax	$603,918	$46,119.18	$603,918	
City Pension	$1,154,607	$92,727.92	$1,154,607	
DA Retirement	$484,084	$33,482.06	$484,084	
Workman's Comp	$72,000	$2,697.48	$45,000	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,382	$15,621.17	$142,380	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$25,601.50	$62,000.00	
Office Repair/Maintenance	$150.00	$0.00	$150.00	
Office Supplies	$45,000.00	$3,655.04	$45,000.00	
Professional Services - Employment	$20,000.00	$228.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$4,575.00	$58,500.00	Re-classified LPP/1st 72/Loyola into grants subrecipient / Added on site counselor
Professional Services - Legal Fees	$792,000.00	$151,755.64	$960,000.00	
Professional Services - Contracts	$60,000.00	$2,880.00	$42,120.00	
Postage and Delivery	$14,400.00	$508.06	$14,400.00	
File Storage	$310,000.00	$24,195.35	$310,000.00	
Telephone/Communications	$138,000.00	$12,662.41	$145,000.00	Increased due to Poydras location
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$0.00	$8,828.00	
Civil Lawsuits	$341,666.00	$0.00	$341,666.00	
Facility Dog	$1,000.00	$727.41	$1,000.00	
Bank Charges	$350.00	$32.54	$350.00	
Online Inquiries - TLO	$6,700.00	$567.62	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$6,227.39	$86,443.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$107,074.74	
Computer and Printer Supplies	$43,000.00	$2,584.15	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$5,726.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Maintenance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$397.94	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$166.00	$900.00	
DNA Analysis	$100,000.00	$0.00	$100,000.00	
Expert Witness	$37,000.00	$2,800.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$447.75	$2,500.00	
Meetings/Business Developments	$2,500.00	$0.00	$2,500.00	
Furniture and Fixtures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$122.36	$1,000.00	
Interpreters	$7,500.00	$874.19	$8,500.00	
Janitorial Supplies and Expenses	$95,280.00	$15,298.89	$88,200.00	
Law Books and Journals	$23,558.00	$2,241.17	$29,894.00	
Miscellaneous	$44,134.00	$590.96	$204,980.69	Includes $198,881.76 in grant funded purchases not included in budget (ARPA/Record Digitization)
Office and Computer Equipment	$22,450.00	$0.00	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$315.00	$2,500.00	
Trash Disposal	$22,800.00	$2,080.43	$22,800.00	
Case Management Software	$159,671.00	$0.00	$203,071.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$6,041.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$4,459.40	$60,000.00	
Witness Expense	$175,000.00	$7,070.98	$175,000.00	
Water	$12,000.00	$1,542.46	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$23,169.77	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$0.00	$151,926.76	Previously classified as counseling services
Capital Outlays	$185,495.00	$0.00	$403,460.69	Includes $217,965.69 in grant funded purchases (not previously budgeted)
		$1,370,410.18		

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025	**Adopted Budget**	**Monthly Revenue**	**Projected Full Year Total**	**Notes/Methodology**
State Revenue	$4,665,448	$0.00	$4,665,448.00	
State Grants	$120,000	$10,000.00	$120,000.00	
Federal Grants	$2,723,256	$76,369.20	$2,565,550.53	
City Grants	$0	$0.00	$416,847.45	
City Revenue	$12,361,389	$1,507,673.62	$12,361,389.00	
Pass-through	$243,433	$0.00	$178,991.17	
Self-Generated	$760,848	$64,737.80	$759,349.00	
Equitable Sharing Funds (Restricted)	$0	$0.00	$114,811.93	
Interest	$3,500	$518.30	$4,899.00	
		$1,659,298.92		

Budget of Expenditures for FY2025				
Personal Services		**Monthly Expenditures**	**Projected Full Year Total**	**Notes/Methodology**
Salaries	$11,346,476	$828,544.92	$11,346,476	
State ADA Warrants	$4,665,448	$0.00	$4,665,448	
FICA and Medicare Tax	$603,918	$44,434.38	$603,918	
City Pension	$1,154,607	$88,951.75	$1,154,607	
DA Retirement	$484,084	$32,601.75	$484,084	
Workman's Comp	$72,000	$3,854.85	$45,000	
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380	$5,933.71	$142,380	Increased due to parking for Poydras St. location
Other Operating				
Audit/Accounting Services	$55,250.00	$0.00	$55,250.00	
Automotive	$1,500.00	$0.00	$1,500.00	
Dues & Memberships	$62,000.00	$2,916.67	$62,000.00	
Office Repair/Maintenance	$150.00	$0.00	$150.00	
Office Supplies	$45,000.00	$2,817.33	$45,000.00	
Professional Services - Employment	$20,000.00	$0.00	$20,000.00	
Professional Services - Computer/Tech	$0.00	$0.00	$0.00	
Professional Services - Counseling Services	$132,000.00	$3,600.00	$58,500.00	Re-classified LPP/1st 72/Loyola into grants subrecipient / Added on site counselor
Professional Services - Legal Fees	$792,000.00	$25,024.65	$960,000.00	
Professional Services - Contracts	$60,000.00	$520.00	$42,120.00	
Postage and Delivery	$14,400.00	$500.00	$14,400.00	
File Storage	$310,000.00	$30,993.79	$310,000.00	
Telephone/Communications	$138,000.00	$12,563.85	$145,000.00	Increased due to Poydras location
Advertising	$250.00	$0.00	$250.00	
Recruitment	$6,720.00	$672.00	$8,828.00	
Civil Lawsuits	$341,666.00	$341,666.00	$341,666.00	
Facility Dog	$1,000.00	$0.00	$1,000.00	
Bank Charges	$350.00	$31.33	$350.00	
Online Inquires - TLO	$6,700.00	$562.54	$6,700.00	
Digital Hosting and Security Services	$81,364.00	$5,551.15	$86,443.00	
Legal Research - Westlaw	$101,956.00	$8,426.25	$107,074.74	
Computer and Printer Supplies	$43,000.00	$2,676.80	$43,000.00	
Copy Machine Lease - Xerox	$35,000.00	$0.00	$35,000.00	
Capital Lease - Vehicle	$0.00	$0.00	$0.00	
Office Equipment Mainteance and Supplies	$1,500.00	$0.00	$1,500.00	
Court Copies	$3,000.00	$150.88	$3,000.00	
Medical Records	$300.00	$0.00	$300.00	
Drug Testing	$900.00	$67.00	$900.00	
DNA Analysis	$100,000.00	$0.00	$100,000.00	
Expert Witness	$37,000.00	$0.00	$37,000.00	
Extradition	$0.00	$0.00	$0.00	
File Room Supplies	$2,500.00	$419.25	$2,500.00	
Meetings/Business Developments	$2,500.00	$328.56	$2,500.00	
Furniture and Fatures	$10,000.00	$0.00	$10,000.00	
Grand Jury	$1,000.00	$42.93	$1,000.00	
Interpreters	$7,500.00	$1,019.51	$8,500.00	
Janitorial Supplies and Expenses	$95,280.00	$6,733.01	$88,200.00	
Law Books and Journals	$23,558.00	$2,241.19	$29,894.00	
Miscellaneous	$44,134.00	$62.89	$204,980.69	Includes $198,881.76 in grant funded purchases not included in budget (ARPA/Record D
Office and Computer Equipment	$22,450.00	$240.86	$22,450.00	
Services - Security	$124,220.00	$0.00	$124,220.00	
Printing	$2,500.00	$0.00	$2,500.00	
Trash Disposal	$22,800.00	$2,084.61	$22,800.00	
Case Management Software	$159,671.00	$0.00	$203,071.00	
Website Service	$5,000.00	$0.00	$5,000.00	
Transcripts	$85,000.00	$10,806.50	$85,000.00	
Transportation	$200.00	$0.00	$200.00	
Training and Professional Development	$60,000.00	$861.00	$60,000.00	
Witness Expense	$175,000.00	$10,926.75	$175,000.00	
Water	$12,000.00	$1,060.08	$12,000.00	
Communities of Hope/NODICE	$300,000.00	$0.00	$270,000.00	
Restorative Justice - Diversion	$0.00	$0.00	$0.00	
Grant Subrecipients (Pass-through)	$0.00	$0.00	$151,926.76	Previously classified as counseling services
Capital Outlays	$185,495.00	$3,491.00	$403,460.69	Includes $217,965.69 in grant funded purchases (not previously budgeted)
		$1,482,898.07		

)gitization)

Monthly Template – Budget to Actuals and Projections

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Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badela
assistance accessing budget reports.

Budget of Revenues for FY2025	**Adopted Budget**
State Revenue	$4,665,448
State Grants	$120,000
Federal Grants	$2,723,256
City Revenue	$12,061,389
Pass-through	$243,433
Self-Generated	$760,848
Interest	$3,500

Budget of Expenditures for FY2025

Personal Services

Salaries	$11,346,476
State ADA Warrants	$4,665,448
FICA and Medicare Tax	$603,918
City Pension	$1,154,607
DA Retirement	$484,084
Workman's Comp	$72,000
Other (Unemployment, Life Insurance, Payroll Processing, Parking, FSA Admin Fees)	$110,380

Other Operating

Audit/Accounting Services	$55,250.00
Automotive	$1,500.00
Dues & Memberships	$62,000.00
Office Repair/Maintenance	$150.00
Office Supplies	$45,000.00
Professional Services - Employment	$20,000.00
Professional Services - Computer/Tech	$0.00
Professional Services - Counseling Services	$132,000.00
Professional Services - Legal Fees	$792,000.00
Professional Services - Contracts	$60,000.00
Postage and Delivery	$14,400.00
File Storage	$310,000.00
Telephone/Communications	$138,000.00
Advertising	$250.00
Recruitment	$6,720.00

Civil Lawsuits	$341,666.00
Facility Dog	$1,000.00
Bank Charges	$350.00
Online Inquires - TLO	$6,700.00
Digital Hosting and Security Services	$81,364.00
Legal Research - Westlaw	$101,956.00
Computer and Printer Supplies	$43,000.00
Copy Machine Lease - Xerox	$35,000.00
Capital Lease - Vehicle	$0.00
Office Equipment Mainteance and Supplies	$1,500.00
Court Copies	$3,000.00
Medical Records	$300.00
Drug Testing	$900.00
DNA Analysis	$100,000.00
Expert Witness	$37,000.00
Extradition	$0.00
File Room Supplies	$2,500.00
Meetings/Business Developments	$2,500.00
Furniture and Fixtures	$10,000.00
Grand Jury	$1,000.00
Interpreters	$7,500.00
Janitorial Supplies and Expenses	$95,280.00
Law Books and Journals	$23,558.00
Miscellaneous	$44,134.00
Office and Computer Equipment	$22,450.00
Services - Security	$124,220.00
Printing	$2,500.00
Trash Disposal	$22,800.00
Case Management Software	$159,671.00
Website Service	$5,000.00
Transcripts	$85,000.00
Transportation	$200.00
Training and Professional Development	$60,000.00
Witness Expense	$175,000.00
Water	$12,000.00
Restorative Justice - Diversion	$0.00
Capital Outlays	$185,495.00

reports due on February 29
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Monthly Revenue	Projected Full Year Total

Monthly Expenditures	Projected Full Year Total

Notes/Methodology

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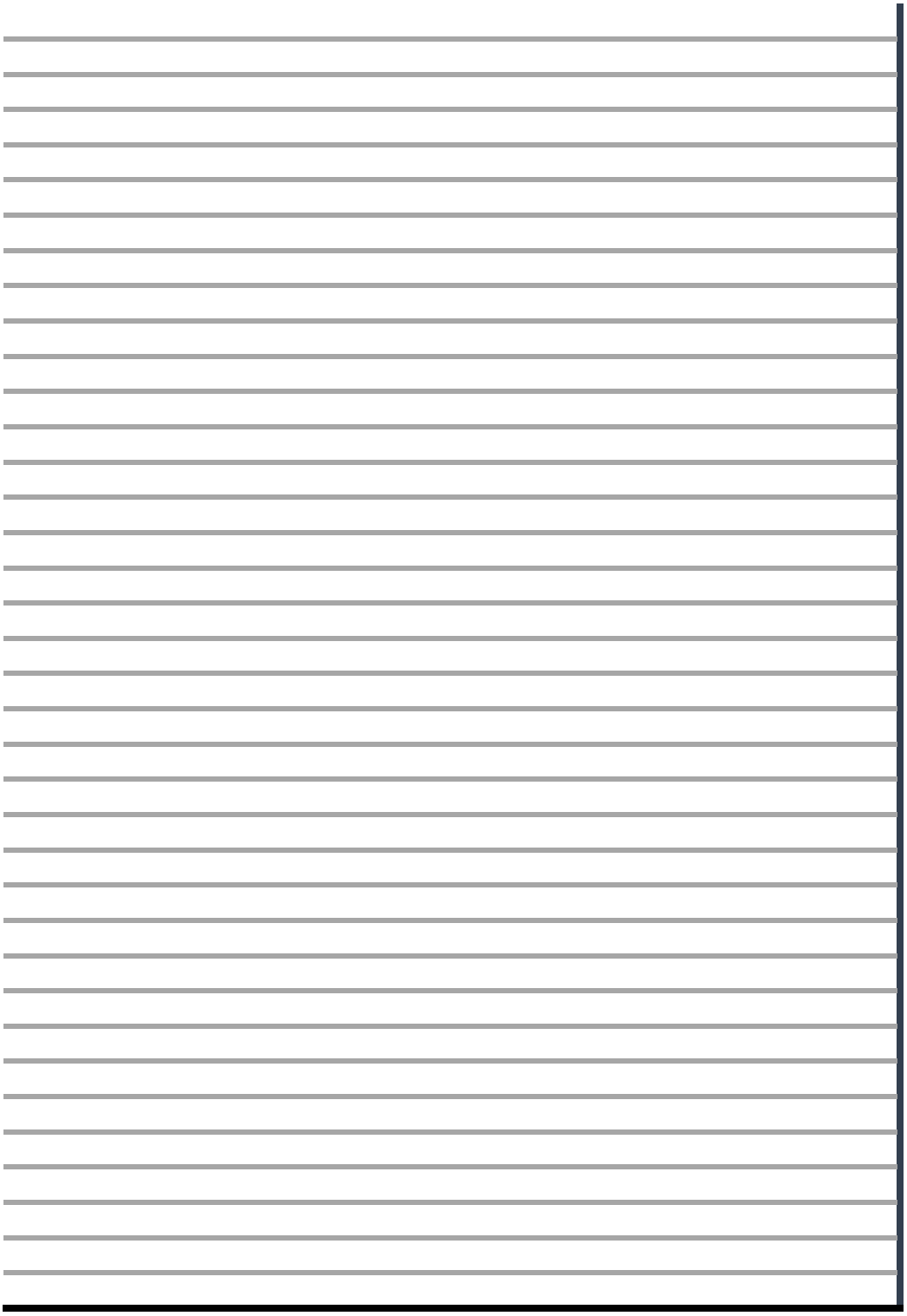

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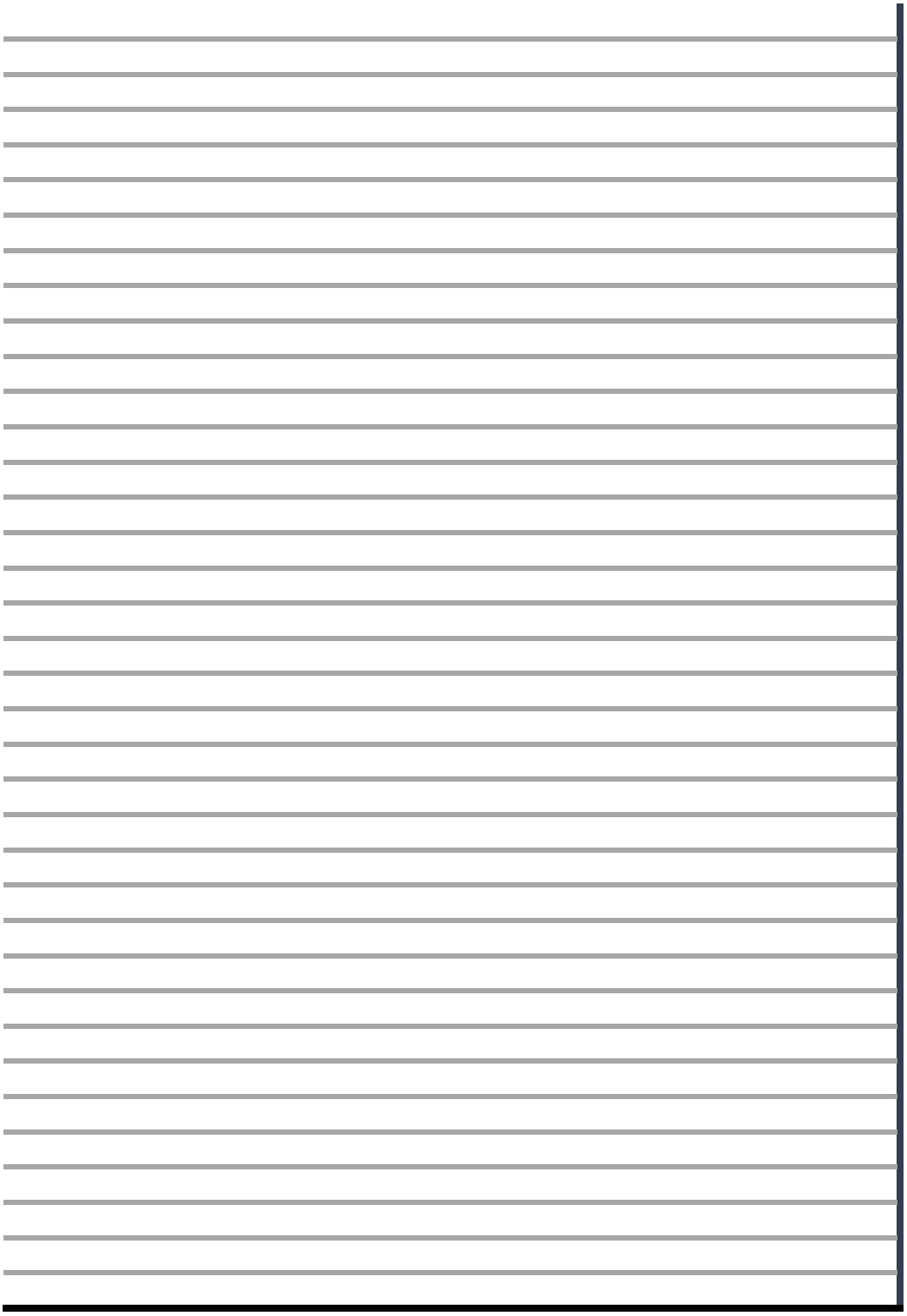

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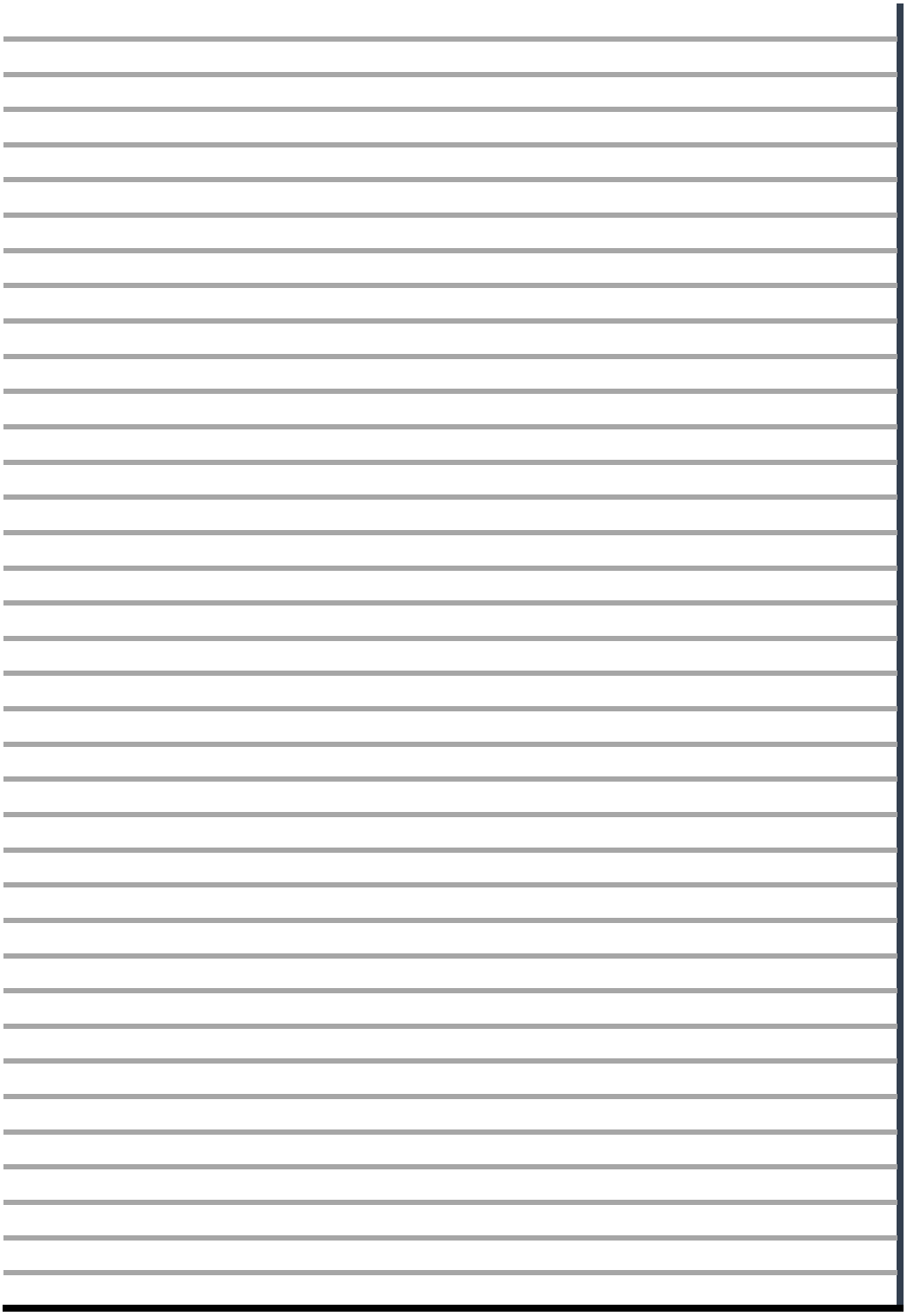

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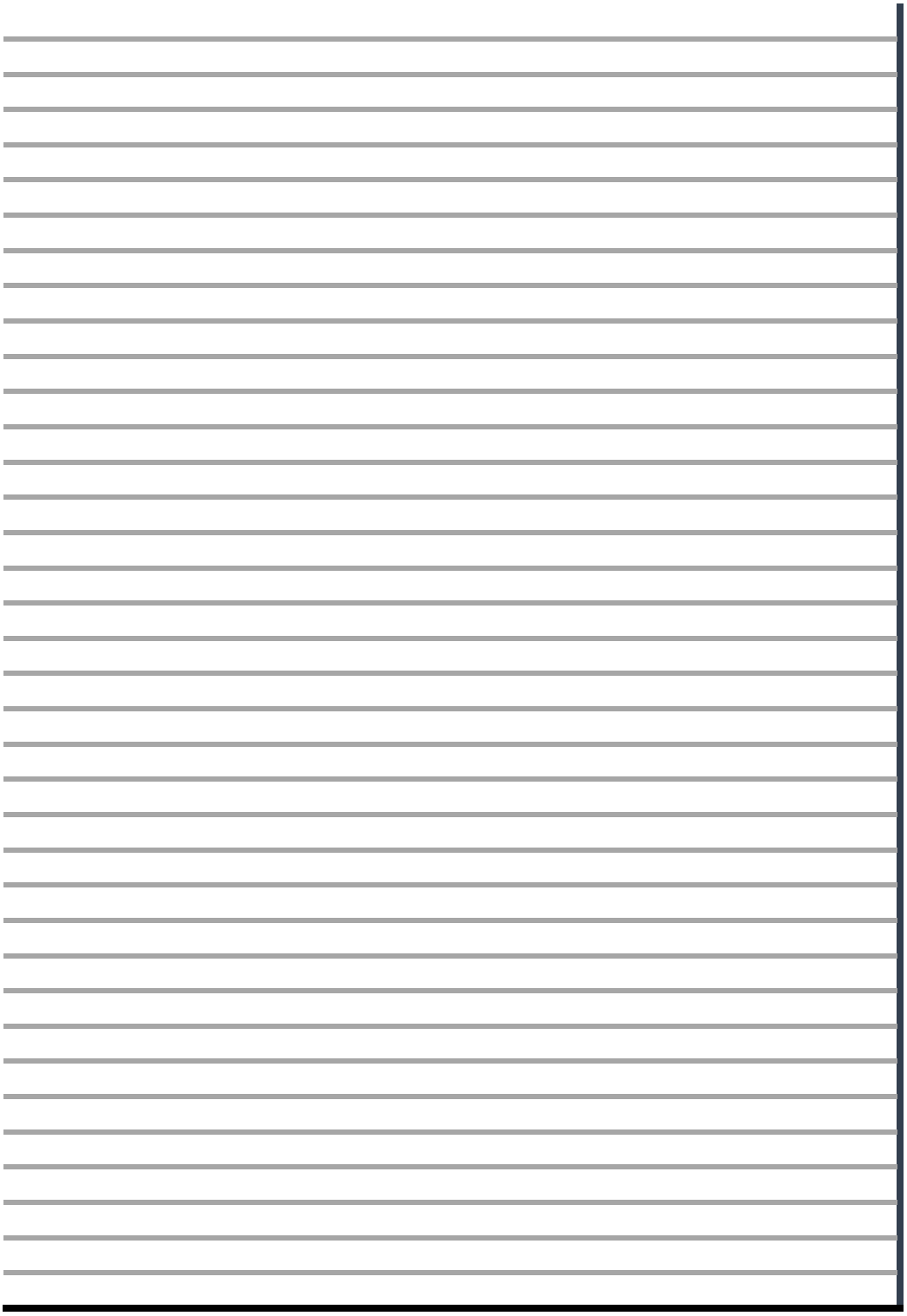

NEIGHBORHOOD ENGAGEMENT OFFICE
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

RAY BOLLING
DIRECTOR

Tuesday, October 7, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Dear Madame Clerk:

Pursuant to 29990 MCS, the Mayor's Neighborhood Engagement Office contracted with the following musician:

2025 Q3 Report Chart

Musician or Musical Act	Duration of Musical Performance	Amount of Compensation	Event Date	Event
DJ A-Blaze	2 hours	$400.00 (Provided)	8/1/2025	NCI

Respectfully submitted,

Lisbeth Pedroso
Chief of Staff
Mayor's Neighborhood Engagement Office

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

October 10, 2025

Honorable President and Members
New Orleans City Council
City Hall - Civic Center
1300 Perdido Street
New Orleans, LA 70112

Re: Transmittal of NSTR Special Exception Reports (10.10.2025)

The City Planning Commission drafted the following recommendation reports for the Special Exception process:

Item	Request	Address(es), if applicable	CPC Recommendation	Council District	Council Deadline
Special Exception 197/23 Stephen P. Adams, II	Three (3) bedroom Non-Commercial Short-Term Rental in an HU-RD2 Historic Urban Two-Family Residential District	1720 Lapeyrouse Street	Denial	D	60 days from receipt
Special Exception 198/23 Christine Blaize	Two (2) bedroom Non-Commercial Short-Term Rental in an HMR-3 Historic Marigny/Tremé/Byw ater Residential District	725 Mazant Street	Approval	C	60 days from receipt

Respectfully,

Robert D. Rivers

RDR/cbm

CITY PLANNING COMMISSION
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

October 20, 2025

Honorable President and Members
New Orleans City Council
City Hall - Civic Center
1300 Perdido Street
New Orleans, La. 70112

Re: Transmittal of City Planning Commission Reports

The City Planning Commission, at its meeting of October 14, 2025, acted on the following zoning dockets.

Item	Request	Address(es), if applicable	CPC Recommendation	Council District	Council Deadline
Zoning Docket 045/25 Eshel Properties, LLC	Affordable Housing Planned Development in an HU-RD2 Historic Urban Two-Family Residential District	3308 Washington Avenue	Approval subject to 5 exceptions, 5 provisos	B	60 days from receipt
Zoning Docket 057/25 El Cortez Foods, LLC	Conditional use to permit the expansion of a gas station in an HU-B1 Historic Urban Neighborhood Business District	3340 Orleans Avenue	Approval subject to 7 provisos	A	60 days from receipt

Respectfully,

Robert D. Rivers

RDR/skk/rb

ORLEANS PUBLIC DEFENDERS Summary – Budget to Actuals and Projectio

Budget of Revenues for FY2025	Adopted Budget	Expected YTD
State Revenue	$3,291,988	$3,218,991
City Revenue	$11,002,180	$8,251,635
Traffic Court	$350,000	$262,500
Seat Belt Violations	$25,000	$18,750
Traffic Camera	$250,000	$187,500
Municipal Court	$12,000	$9,000
Criminal District Court	$8,000	$6,000
Bond Fees	$300,000	$225,000
$40 Indigent Defense Application Fees	$2,000	$1,500
Other / Donations	$20,000	$15,000
Grants / Fellowships	$100,271	$75,203
TOTAL REVENUE	**$15,361,439.00**	**$12,271,079**

Budget of Expenditures for FY2025

Personal Services	Adopted Budget	Expected YTD
Salaries	$8,200,000	$6,150,000
Accrued Leave	$775,000	$581,250
Payroll Taxes	$660,000	$495,000
Hospitalization Insurance	$1,250,000	$937,500
Retirement	$500,000	$375,000
Workers' Compensation	$12,000	$9,000
TOTAL EXPENDITURES	**$11,397,000.00**	**$8,547,750**

Professional Services	Adopted Budget	Expected YTD
Audit/Accounting Expense	$50,000	$37,500
Expert Witness	$300,000	$225,000
Contract: Investigators	$50,000	$37,500
Contract: Interpreters	$10,000	$7,500
Contract: Social Workers	$50,000	$37,500
Contract: Conflict Representation	$1,200,000	$900,000
Contract: Juvenile/CINC Representation	$300,000	$225,000
Contract: Misdemeanor Representation	$50,000	$37,500
Contract: Attorneys - LCCR & Other	$750,000	$562,500
IT/Technical Support	$83,100	$62,325
TOTAL EXPENDITURES	**$2,843,100.00**	**$2,132,325**

Other Operating	Adopted Budget	Expected YTD
Insurance - Malpractice	$60,000	$60,000
Insurance - Auto/Physical Liability	$12,000	$9,000
Lease - Office	$433,800	$325,350

Lease - Equipment	$30,000	$22,500
Office Repair and Maintenance	$20,000	$15,000
Telephone/Internet/Email/Cloud Storage	$100,000	$75,000
Dues and Seminars - Training	$70,000	$52,500
Law Library/Journals/Subscriptions	$80,000	$60,000
Office Supplies	$75,000	$56,250
Travel/Lodging/Per Diem/Mileage	$30,000	$22,500
Other Operating Expenses	$150,000	$112,500
Equipment (Laptops, Printers)	$60,000	$45,000
TOTAL EXPENDITURES	**$1,120,800.00**	**$855,600**

	Adopted Budget	Expected YTD
TOTAL REVENUE	**$15,361,439.00**	**$12,271,079**
TOTAL EXPENDITURES	**$15,360,900.00**	**$11,535,675**
Difference	**$539.00**	**$735,404**

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YTD Revenue	Over/Under	January	February	March
$3,142,257	$76,734	$23,227	$0	$23,440
$5,501,090	$2,750,545	$0	$0	$2,750,545
$276,909	$14,409	$39,141	$0	$43,472
$8,012	$10,738	$842	$0	$876
$152,903	$34,597	$0	$0	$0
$10,200	$1,200	$1,254	$0	$945
$24,195	$18,195	$246	$212	$542
$216,970	$8,030	$35,340	$20,290	$25,904
$520	$980	$40	$160	$0
$6,000	$9,000	$21	$39	$244
$401,111	$325,908	$10,046	$15,030	$0
$9,740,167	**$2,530,912**	**$110,156**	**$35,731**	**$2,845,967**
		$110,156	$145,887	$2,991,854

YTD Expenditures	Over/Under	January	February	March
$6,385,027	$235,027	$701,453	$698,597	$709,540
$0	$581,250	$0	$0	$0
$487,827	$7,173	$56,553	$53,292	$53,679
$928,999	$8,501	$104,962	$103,226	$105,167
$366,289	$8,711	$40,699	$40,584	$40,939
$1,489	$10,489	$0	$0	$0
$8,166,654	**$381,096**	$903,666	$895,699	$909,325

YTD Expenditures	Over/Under	January	February	March
$31,205	$6,295	$18,814	$2,320	$1,671
$305,610	$80,610	$44,445	$28,652	$60,972
$39,750	$2,250	$4,125	$3,125	$4,500
$3,205	$4,295	$763	$0	$6
$26,250	$11,250	$1,000	$1,500	$1,500
$778,526	$121,474	$88,837	$84,590	$77,500
$96,637	$128,363	$11,033	$8,633	$7,933
$64,450	$26,950	$3,500	$3,000	$6,000
$375,000	$187,500	$0	$0	$187,500
$131,425	$69,100	$6,925	$6,925	$6,925
$1,852,059	**$280,266**	**$179,442**	**$138,745**	**$354,506**

YTD Expenditures	Over/Under	January	February	March
$64,514	$4,514	$0	$500	$0
$6,714	$2,286	$0	$0	$0
$325,350	$0	$36,150	$36,150	$36,150

$23,288	$788	$2,476	$2,652	$2,454
$11,923	$3,077	$550	$550	$550
$77,214	$2,214	$7,316	$7,919	$9,881
$49,663	$2,837	$300	$5,221	$3,018
$51,942	$8,058	$7,435	$4,255	$4,201
$79,129	$22,879	$3,466	$5,075	$2,868
$15,708	$6,792	$626	$1,224	$1,078
$168,246	$55,746	$5,186	$3,962	$7,293
$179,435	$134,435	$0	$0	$0
$1,053,128	**$197,528**	**$63,505**	**$67,508**	**$67,493**
		$1,146,613	$1,101,952	$1,331,324
		$1,146,613	$2,248,565	$3,579,889

YTD	Negatie/Positive
$9,740,167	**$2,530,912**
$11,071,840	**$463,835**
$1,331,673	**$2,067,077**

April	May	June	July	August
$0	$9,248	$83,930	$13,834	$2,965,525
$0	$0	$2,750,545	$0	$0
$77,203	$34,955	$40,116	$0	$0
$1,588	$500	$1,048	$0	$1,785
$0	$0	$0	$69,335	$83,568
$2,157	$1,120	$1,400	$698	$1,881
$296	$540	$563	$20,352	$598
$33,412	$28,555	$18,019	$0	$30,600
$80	$40	$80	$40	$0
$5,578	$0	$64	$53	$0
$0	$15,069	$340,435	$0	$20,531
$120,313	**$90,027**	**$3,236,199**	**$104,312**	**$3,104,488**
$3,112,167	$3,202,194	$6,438,394	$6,542,706	$9,647,194

April	May	June	July	August
$701,439	$699,418	$687,338	$708,588	$716,702
$0	$0	$0	$0	$0
$53,058	$52,870	$52,401	$53,522	$54,360
$108,932	$103,314	$102,056	$104,029	$96,840
$40,599	$40,159	$39,203	$40,880	$41,046
$0	$8,188	$0	$3,045	$1,827
$904,029	$887,573	$880,998	$910,064	$910,774

April	May	June	July	August
$1,039	$1,362	$1,681	$1,096	$1,442
$29,373	$11,473	$80,756	$8,246	$6,628
$5,125	$5,625	$3,625	$4,625	$4,000
$1,330	$190	$14	$16	$841
$2,000	$4,750	$3,500	$3,500	$4,000
$79,536	$80,105	$86,913	$95,741	$96,991
$9,333	$9,333	$11,433	$13,770	$11,670
$6,500	$8,750	$8,750	$8,750	$8,750
$0	$0	$187,500	$0	$0
$34,925	$48,025	$6,925	$6,925	$6,925
$169,161	**$169,613**	**$391,098**	**$142,669**	**$141,247**

April	May	June	July	August
$0	$0	$0	$64,014	$0
$0	$0	$0	$2,782	$3,932
$36,150	$36,150	$36,150	$36,150	$36,150

$2,545	$2,566	$2,676	$2,526	$2,628
$1,077	$4,775	$550	$1,717	$1,582
$8,296	$8,273	$8,089	$9,878	$8,762
$8,353	$3,500	$12,754	$7,250	$818
$4,026	$4,097	$9,375	$5,360	$9,586
$2,705	$1,078	$37,383	$3,587	$10,008
$876	$1,282	$4,334	$0	$3,986
$22,847	$35,575	$54,264	$23,039	$11,841
$179,435	$0	$0	$0	$0
$266,310	**$97,296**	**$165,574**	**$156,302**	**$89,293**
$1,339,500	$1,154,481	$1,437,670	$1,209,034	$1,141,314
$4,919,388	$6,073,869	$7,511,539	$8,720,573	$9,861,887

September	October	November	December
$23,054			
$0			
$42,022			
$1,375			
$0			
$745			
$845			
$24,852			
$80			
$0			
$0			
$92,973	**$0**	**$0**	**$0**

$9,740,167

September	October	November	December
$761,953			
$0			
$58,093			
$100,473			
$42,181			
$1,827			
$964,526	$0	$0	$0

September	October	November	December
$1,780			
$35,065			
$5,000			
$46			
$4,500			
$88,313			
$13,499			
$10,450			
$0			
$6,925			
$165,578	**$0**	**$0**	**$0**

September	October	November	December
$0			
$0			
$36,150			

$2,765			
$573			
$8,800			
$8,450			
$3,608			
$12,960			
$2,301			
$4,241			
$0			
$79,848	**$0**	**$0**	**$0**

$1,209,953

$11,071,840

Optional – Update Budget Projections

This sheet gives you the optional ability to refine your Year-to-Date (YTD) expected revenue and e
events. This is useful when a simple linear projection does not provide enough nuance for accura

Example: Suppose you have a $170,000 maintenance budget for the year. However, in May, you
spreading the full $170,000 evenly across the year, the projection will:

Remove the $50,000 expense from the linear projection.
Distribute the remaining $120,000 evenly over 12 months ($10,000 per month).
Add the $50,000 expense to May, ensuring a more accurate projection that accounts for large, irr
To use this feature, enter the category in Column A, the month the cost will be realized in Column
D. If a large expense is paid out over multiple months, you can divide it into multiple entries acros

Use this feature only when needed to improve projection accuracy. Otherwise, the default linear a

Category	Month	Cost	
City Revenue	June	$	0.01
City Revenue	March	$	2,750,545.00
City Revenue	June	$	2,750,545.00
City Revenue	September	$	2,750,545.00
City Revenue	December	$	2,750,545.00
State Revenue	July	$	3,000,000.00
Insurance - Malpractice	July	$	60,000.00

expenses by entering anticipated one-time revenue or expense
te forecasting.

anticipate a $50,000 HVAC system upgrade. Instead of

egular costs.
B, the cost of the bill in Column C, and a description in Column
s different months for more accurate tracking.

pproach will suffice.

Description
Example
City Revenue paid quarterly
City Revenue paid quarterly
City Revenue paid quarterly
City Revenue paid quarterly
State District assistance paid annually (in large part)

annual ins premium

FTE Template – Staffing Report

List each position in Column A and enter the budgeted FTEs for the start of the year in Column B. Then, for each month, record the number of FTEs employed for that month in Columns D through O. Leave any future months blank.

As you update the FTEs each month, Column C will automatically calculate the current number of vacancies. An example entry is provided for reference.

Agencies that use the City's payroll system can contact Brandye DeLarge at badelarge@nola.gov for assistance with accessing personnel reports.

Position Title	Budgeted FTE	Vacancies	January
Leadership			
Chief Defender	1		1
Deputy Chief Defender	2		2
Deputy Chief Defender, CAO	1		1
Trial Division - Management			
Chief of Trials	1		1
Training Director	1	1	1
Deputy Training Director	0	-1	0
Supervising Attorney, Felony	5	1	5
Supervising Attorney, Major Felonies	2		2
Supervising Attorney, Magistrate/Municipal	1		1
Supervising Attorney, Juvenile/CINC	2		2
Supervising Attorney, Mental Health	1		1
Supervising Attorney, Special Litigation	1		1
Supervising Attorney, Training	2		2
Trial Assistant Supervisor	0	1	0
Trial Division			
Staff Attorney, Major Felonies	11	3	9
Staff Attorney, Felony	38	18	38
Staff Attorney, Misdemeanor/Municipal	2	1	2
Staff Attorney, First Appearances/Bond	3	1	2
Staff Attorney, Juvenile	1	1	1
Staff Attorney, CINC	1	1	1
Staff Attorney, Resentencing	0		0
Staff Attorney, MHU	2	-1	0
Paralegal/Staff Attorney	9	-1	3
Traffic Attorney (part time)	0.5		0.5
Trial Assistant, Major Felonies	5	5	0
Paralegal, MHU	1	1	0
Investigation			
Staff Investigator, Supervisor	1		1
Staff Investigator, Deputy Supervisor	1	1	0

Staff Investigator, Felony	13	-3	13
Staff Investigator, Juvenile	1	1	1
Client Services Division - Social Work			
Social Worker, CSD Supervisor	1	1	1
Social Worker	5	2	5
Social Worker, CINC	1		1
Social Worker, Juvenile	1		1
Social Worker, MHU	1		0
Client Services Division - Client Advocacy			
Client Advocate, CSD Deputy Supervisor	1		1
Client Advocate	4		2
Client Advocate, Peer	4	1	3
Client Advocate, Parent	1		1
Client Advocate, Youth	1		1
Client Advocate, Bond	1		1
Client Advocate, MHU	1	1	0
Client Advocate, LEP Coordinator	1		0
Admin/Legal Assistant			
Legal Assistant, Supervisor	1		1
Legal Assistant, Felony	4	1	3
Legal Assistant, Interpreter	2	1	1
Legal Assistant, Municipal	1		1
Legal Assistant, Bond	1		1
Legal Assistant, Receptionist	1		1
Business Office			
Deputy CAO & Communications Director	1		1
Human Resources Director	1		1
Conflicts Managing Attorney	1		1
Hiring and Recruitment Supervisor	1		0
Director of Community Outreach	1		1
Office Manager	1	1	0
Facilities Coordinator	1		1
Administrative Assistant, HR	1		1
Administrative Assistant, Conflict	1		1
Executive Administrator	1		0
Communications & Development Coordinator	1		0

February	March	April	May	June	July	August
	1	1	1	1	1	1
	2	2	2	2	2	2
	1	1	1	1	1	1
	1	1	1	1	1	1
	1	1	1	1	1	1
	0	0	0	0	0	0
	5	5	5	5	4	4
	2	2	2	2	2	2
	1	1	1	1	1	1
	2	2	2	2	2	2
	1	1	1	1	1	1
	1	1	1	1	1	1
	2	2	2	2	2	2
	0	0	0	0	0	0
	9	9	9	8	10	10
	37	37	37	36	26	26
	2	2	2	2	1	1
	2	2	2	2	2	2
	1	1	0	0	0	0
	1	1	1	1	1	1
	0	0	0	0	0	0
	0	0	0	0	0	0
	3	3	3	3	1	1
	0.5	0.5	0.5	0.5	0.5	0.5
	0	0	0	0	0	0
	0	0	0	0	0	0
	1	1	1	1	1	1
	0	0	0	0	0	0

13	12	12	12	14	14	14
1	1	1	1	0	0	0
1	1	1	1	0	0	0
5	5	5	5	4	4	4
1	1	1	1	1	0	0
1	1	1	1	1	1	1
0	0	0	0	0	0	0
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
0	0	0	0	0	0	0
0	1	1	1	1	1	1
1	1	1	1	1	1	1
3	3	3	3	3	3	3
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
0	0	0	0	0	0	0
1	1	1	1	1	1	1
0	0	0	0	0	0	0
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1	1	1	1	1	1	1
0	1	1	1	1	1	1
0	1	1	1	1	1	1

September	October	November	December
1			
2			
1			
1			
0			
1			
4			
2			
1			
2			
1			
1			
2			
0			
8			
20			
1			
2			
0			
0			
0			
3			
10			
0.5			
0			
0			
1			
0			

16
0

0
3
1
1
1

1
4
3
1
1
1
0
1

1
3
1
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1
1

1
1
1
1
1
0
1
1
1
1
1

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
Seat Belt Violations	$25,000
Traffic Camera	$250,000
Municipal Court	$12,000
Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
Contract: Investigators	$50,000
Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
Contract: Conflict Representation	$1,200,000
Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

Insurance - Malpractice	$60,000
Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$23,227	$3,291,988
$0	$11,002,180
$39,141	$350,000
$842	$25,000
$0	$250,000
$1,254	$12,000
$246	$8,000
$35,340	$300,000
$40	$2,000
$21	$20,000
$10,046	$100,271

Monthly Expenditures	Projected Full Year Total
$701,453	$8,200,000
$0	$775,000
$56,553	$660,000
$104,962	$1,250,000
$40,699	$500,000
$0	$12,000

$18,814	$50,000
$44,445	$300,000
$4,125	$50,000
$763	$10,000
$1,000	$50,000
$88,837	$1,200,000
$11,033	$300,000
$3,500	$50,000
$0	$750,000
$6,925	$83,100

$0	$60,000
$0	$12,000
$36,150	$433,800
$2,476	$30,000
$550	$20,000
$7,316	$100,000
$300	$70,000
$7,435	$80,000
$3,466	$75,000

$626	$30,000
$5,186	$150,000
$0	$60,000

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
Seat Belt Violations	$25,000
Traffic Camera	$250,000
Municipal Court	$12,000
Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
Contract: Investigators	$50,000
Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
Contract: Conflict Representation	$1,200,000
Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

Insurance - Malpractice	$60,000
Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$0	$3,291,988
$0	$11,002,180
$0	$350,000
$0	$25,000
$0	$250,000
$0	$12,000
$212	$8,000
$20,290	$300,000
$160	$2,000
$39	$20,000
$15,030	$100,271

Monthly Expenditures	Projected Full Year Total
$698,597	$8,200,000
$0	$775,000
$53,292	$660,000
$103,226	$1,250,000
$40,584	$500,000
$0	$12,000

$2,320	$50,000
$28,652	$300,000
$3,125	$50,000
$0	$10,000
$1,500	$50,000
$84,590	$1,200,000
$8,633	$300,000
$3,000	$50,000
$0	$750,000
$6,925	$83,100

$500	$60,000
$0	$12,000
$36,150	$433,800
$2,652	$30,000
$550	$20,000
$7,919	$100,000
$5,221	$70,000
$4,255	$80,000
$5,075	$75,000

$1,224	$30,000
$3,962	$150,000
$0	$60,000

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget	Monthly Revenue	Projected Full Year Total
State Revenue	$3,291,988	$23,440	$3,291,988
City Revenue	$11,002,180	$2,750,545	$11,002,180
Traffic Court	$350,000	$43,472	$350,000
Seat Belt Violations	$25,000	$876	$25,000
Traffic Camera	$250,000	$0	$250,000
Municipal Court	$12,000	$945	$12,000
Criminal District Court	$8,000	$542	$8,000
3	$300,000	$25,904	$300,000
$40 Indigent Defense Application Fees	$2,000	$0	$2,000
Other / Donations	$20,000	$244	$20,000
Grants / Fellowships	$100,271	$0	$100,271

Budget of Expenditures for FY2025

Personal Services		Monthly Expenditures	Projected Full Year Total
Salaries	$8,200,000	$709,540	$8,200,000
Accrued Leave	$775,000	$0	$775,000
Payroll Taxes	$660,000	$53,679	$660,000
Hospitalization Insurance	$1,250,000	$105,167	$1,250,000
Retirement	$500,000	$40,939	$500,000
Workers' Compensation	$12,000	$0	$12,000
Professional Services			
Audit/Accounting Expense	$50,000	$1,671	$50,000
Expert Witness	$300,000	$60,972	$300,000
Contract: Investigators	$50,000	$4,500	$50,000
Contract: Interpreters	$10,000	$6	$10,000
Contract: Social Workers	$50,000	$1,500	$50,000
Contract: Conflict Representation	$1,200,000	$77,500	$1,200,000
Contract: Juvenile/CINC Representation	$300,000	$7,933	$300,000
Contract: Misdemeanor Representation	$50,000	$6,000	$50,000
Contract: Attorneys - LCCR & Other	$750,000	$187,500	$750,000
IT/Technical Support	$83,100	$6,925	$83,100
Other Operating			
Insurance - Malpractice	$60,000	$0	$60,000
Insurance - Auto/Physical Liability	$12,000	$0	$12,000
Lease - Office	$433,800	$36,150	$433,800
Lease - Equipment	$30,000	$2,454	$30,000
Office Repair and Maintenance	$20,000	$550	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000	$9,881	$100,000
Dues and Seminars - Training	$70,000	$3,018	$70,000
Law Library/Journals/Subscriptions	$80,000	$4,201	$80,000
Office Supplies	$75,000	$2,868	$75,000
Travel/Lodging/Per Diem/Mileage	$30,000	$1,078	$30,000
Other Operating Expenses	$150,000	$7,293	$150,000
Equipment (Laptops, Printers)	$60,000	$0	$60,000

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
Seat Belt Violations	$25,000
Traffic Camera	$250,000
Municipal Court	$12,000
Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
Contract: Investigators	$50,000
Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
Contract: Conflict Representation	$1,200,000
Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

Insurance - Malpractice	$60,000
Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$0	$3,291,988
$0	$11,002,180
$77,203	$350,000
$1,588	$25,000
$0	$250,000
$2,157	$12,000
$296	$8,000
$33,412	$300,000
$80	$2,000
$5,578	$20,000
$0	$100,271

Monthly Expenditures	Projected Full Year Total
$701,439	$8,200,000
$0	$775,000
$53,058	$660,000
$108,932	$1,250,000
$40,599	$500,000
$0	$12,000

$1,039	$50,000
$29,373	$300,000
$5,125	$50,000
$1,330	$10,000
$2,000	$50,000
$79,536	$1,200,000
$9,333	$300,000
$6,500	$50,000
$0	$750,000
$34,925	$83,100

$0	$60,000
$0	$12,000
$36,150	$433,800
$2,545	$30,000
$1,077	$20,000
$8,296	$100,000
$8,353	$70,000
$4,026	$80,000
$2,705	$75,000

$876	$30,000
$22,847	$150,000
$179,435	$60,000

$120,313

$1,339,500

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
Seat Belt Violations	$25,000
Traffic Camera	$250,000
Municipal Court	$12,000
Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
Contract: Investigators	$50,000
Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
Contract: Conflict Representation	$1,200,000
Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

Insurance - Malpractice	$60,000
Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$9,248.01	
$0.00	
$34,955.42	
$500.00	
$0.00	
$1,120.00	
$540.44	
$28,554.51	
$40.00	
$0.00	
$15,069.00	

Monthly Expenditures	Projected Full Year Total
$699,418.29	
$0.00	
$52,869.78	
$103,313.76	
$40,158.75	
$8,187.88	

$1,361.96	
$11,472.65	
$5,625.00	
$190.00	
$4,750.00	
$80,105.00	
$9,333.00	
$8,750.00	
$0.00	
$48,025.00	

$0.00	
$0.00	
$36,150.00	
$2,565.79	
$4,775.00	
$8,272.61	
$3,500.00	
$4,097.10	
$1,077.92	

$1,282.20	
$35,575.00	
$0.00	

$1,154,480.93

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
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Budget of Expenditures for FY2025

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Contract: Misdemeanor Representation	$50,000
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Other Operating

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Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$83,929.56	
$2,750,545.00	
$40,116.00	
$1,047.50	
$0.00	
$1,400.00	
$563.02	
$18,018.50	
$80.00	
$64.36	
$340,435.41	

Monthly Expenditures	Projected Full Year Total
$687,337.69	
$0.00	
$52,401.17	
$102,056.03	
$39,202.94	
$0.00	

$0.00

$1,681.47	
$80,756.45	
$3,625.00	
$14.06	
$3,500.00	
$86,913.00	
$11,433.00	
$8,750.00	
$187,500.00	
$6,925.00	

$0.00	
$0.00	
$36,150.00	
$2,676.14	
$550.00	
$8,089.03	
$12,753.65	
$9,374.80	
$37,382.60	

$4,334.06	
$54,263.80	
$0.00	

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
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Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
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Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
Contract: Conflict Representation	$1,200,000
Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

Insurance - Malpractice	$60,000
Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$13,834	
$0	
$0	
$0	
$69,335	
$698	
$20,352	
$0	
$40	
$53	
$0	

Monthly Expenditures	Projected Full Year Total
$708,588	
$0	
$53,522	
$104,029	
$40,880	
$3,045.00	

$1,096.30	
$8,246	
$4,625	
$16	
$3,500	
$95,741	
$13,770	
$8,750	
$0	
$6,925.00	

$64,014.00	
$2,782	
$36,150	
$2,526	
$1,717	
$9,878	
$7,250	
$5,360	
$3,587	

$0	
$23,039	
$0.00	

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
Seat Belt Violations	$25,000
Traffic Camera	$250,000
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Criminal District Court	$8,000
Bond Fees	$300,000
$40 Indigent Defense Application Fees	$2,000
Other / Donations	$20,000
Grants / Fellowships	$100,271

Budget of Expenditures for FY2025

Personal Services

Salaries	$8,200,000
Accrued Leave	$775,000
Payroll Taxes	$660,000
Hospitalization Insurance	$1,250,000
Retirement	$500,000
Workers' Compensation	$12,000

Professional Services

Audit/Accounting Expense	$50,000
Expert Witness	$300,000
Contract: Investigators	$50,000
Contract: Interpreters	$10,000
Contract: Social Workers	$50,000
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Contract: Juvenile/CINC Representation	$300,000
Contract: Misdemeanor Representation	$50,000
Contract: Attorneys - LCCR & Other	$750,000
IT/Technical Support	$83,100

Other Operating

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Insurance - Auto/Physical Liability	$12,000
Lease - Office	$433,800
Lease - Equipment	$30,000
Office Repair and Maintenance	$20,000
Telephone/Internet/Email/Cloud Storage	$100,000
Dues and Seminars - Training	$70,000
Law Library/Journals/Subscriptions	$80,000
Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$2,965,525.08	
$0.00	
$0.00	
$1,785.00	
$83,568.08	
$1,881.18	
$598.23	
$30,599.75	
$0.00	
$0.00	
$20,530.80	

Monthly Expenditures	Projected Full Year Total
$716,701.74	
$0.00	
$54,359.65	
$96,840.16	
$41,045.89	
$1,827.00	

$1,442.42	
$6,627.50	
$4,000.00	
$841.05	
$4,000.00	
$96,991.00	
$11,670.00	
$8,750.00	
$0.00	
$6,925.00	

$0.00	
$3,931.88	
$36,150.00	
$2,627.88	
$1,582.00	
$8,762.25	
$817.96	
$9,585.76	
$10,008.02	

$3,986.37	
$11,840.60	
$0.00	

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
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Budget of Expenditures for FY2025

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Salaries	$8,200,000
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Retirement	$500,000
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Office Supplies	$75,000

Travel/Lodging/Per Diem/Mileage	$30,000
Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total
$23,053.97	
$0.00	
$42,022.24	
$1,375.00	
$0.00	
$745.00	
$844.99	
$24,852.00	
$80.00	
$0.00	
$0.00	

Monthly Expenditures	Projected Full Year Total
$761,952.59	
$0.00	
$58,092.84	
$100,473.34	
$42,180.53	
$1,827.00	

$1,779.76	
$35,064.96	
$5,000.00	
$46.12	
$4,500.00	
$88,313.00	
$13,499.00	
$10,450.00	
$0.00	
$6,925.00	

$0.00	
$0.00	
$36,150.00	
$2,764.58	
$572.59	
$8,800.31	
$8,450.02	
$3,608.32	
$12,960.15	

$2,301.39	
$4,241.11	
$0.00	

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
State Revenue	$3,291,988
City Revenue	$11,002,180
Traffic Court	$350,000
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Budget of Expenditures for FY2025

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Other Operating Expenses	$150,000
Equipment (Laptops, Printers)	$60,000

Monthly Revenue	Projected Full Year Total

Monthly Expenditures	Projected Full Year Total

Notes/Methodology

Notes/Methodology

Monthly Template – Budget to Actuals and Projections

Budget of Revenues for FY2025	Adopted Budget
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Monthly Revenue	Projected Full Year Total

Monthly Expenditures	Projected Full Year Total

Notes/Methodology

Notes/Methodology

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Other Operating Expenses	$150,000
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Monthly Revenue	Projected Full Year Total

Monthly Expenditures	Projected Full Year Total

Notes/Methodology

Notes/Methodology

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,242

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL AND MORENO

AN ORDINANCE to ordain section 30-1721 of the Code of the City of New Orleans to prohibit agreements authorizing the production of reality-based programming featuring city first responders; and otherwise to provide with respect thereto.

WHEREAS, the City of New Orleans has periodically contracted with television networks and production companies to feature the City's first responders on various television programs, including *Bait Car*, *Night Watch*, and *Homicide Squad*; and

WHEREAS, although these shows purport to be educational in nature, they are routinely edited for dramatic effect and entertainment and, therefore, are not a reliable source for learning accurate procedures or understanding the full scope of a first responder's job; and

WHEREAS, in the case of police reality shows, the shows tend to focus on the most dramatic elements of police work, such as hot pursuit of suspects, and neglect or ignore the less theatrical parts of the job, including paperwork and uneventful patrols, and this editing results in a public perception that police work is more glamorous and exciting than it typically is; and

WHEREAS, first-responder reality shows necessarily include footage depicting victims, suspects, witnesses, bystanders and other civilians; and

WHEREAS, the entertainment format of first-responder reality shows not only undermines the claimed educational value of this type of programming, but it also raises serious

questions related to civilians' rights to privacy and consent, and the normalization of professional misconduct by first responders; and

WHEREAS, the American Medical Association Code of Medical Ethics urges caution when it comes to reality TV, pointing out that "recording poses challenges for protecting patient autonomy, privacy and confidentiality" and that "filming cannot benefit a patient medically and may cause harm"; and

WHEREAS, research indicates that partnering reality tv film crews with police departments increases the likelihood of an officer using force; and

WHEREAS, a 2020 investigation by the *Austin American-Statesman* found the use of force by Williamson County sheriff deputies nearly doubled the year after the department partnered with *Live PD*, a first-responder reality show, and that deputies used significantly more force during the weeks *Live PD* camera crews filmed; and

WHEREAS, Texas Governor Greg Abbott signed a law in 2021 banning reality TV shows from partnering with peace officers after district attorneys in Austin, Texas, fought to get deleted *Live PD* footage of the May 2019 arrest of Javier Ambler II, a 40-year-old black man, depicting a pursuit that began because he failed to dim his headlights and led to Ambler's death after he was handcuffed, tased and forced to the ground; and

WHEREAS, considering the multitude of constitutional concerns and the questionable educational value of first-responder reality television, the Council believes it to be in the best interest of the City, its residents, and visitors to prohibit contracts or cooperative endeavor agreement where the purpose is to produce first-responder focused reality television programming; and

WHEREAS, in prohibiting the City from entering into an agreement for media production of first-responder reality-television programming, the Council does not endeavor to prohibit any constitutionally protected activity, including journalistic or other First Amendment activities conducted in public areas; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That section 70-10 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"Chapter 30 – BUSINESSES

* * *

ARTICLE XXIII. – FILM PRODUCTION

* * *

DIVISION 3. – ADDITIONAL FILMING REQUIREMENTS AND RESTRICTIONS

* * *

Sec. 30-1721. –City participation in programs featuring first responders.

(a) The City shall not enter into any agreement authorizing or related to the filming or production of a motion picture, documentary, television program, reality show, or other media production that features first responders engaged in the course and scope of their official duties. For the purposes of this section, first responder means any full or part-time city employee whose duties include responding rapidly to an emergency and includes the following: peace officers, fire protection personnel, emergency medical services personnel, or an emergency response operator or services dispatcher who provides communication support services for an agency by responding to requests for assistance in emergencies. No first responder may be compelled to participate in a film or production subject to the prohibition in this section.

(b) Nothing herein shall be deemed to prohibit or restrict journalistic coverage of emergency situations or other constitutionally protected expressive activities occurring in public areas."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE CITY COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

REDLINE VERSION:

Sec. 30-1721. –City participation in programs featuring first responders.

(a) The City shall not enter into any agreement authorizing or related to the filming or production of a motion picture, documentary, television program, reality show, or other media production that features first responders engaged in the course and scope of their official duties. For the purposes of this section, first responder means any full or part-time city employee whose duties include responding rapidly to an emergency and includes the following: peace officers, fire protection personnel, emergency medical services personnel, or an emergency response operator or services dispatcher who provides communication support services for an agency by responding to requests for assistance in emergencies. No first responder may be compelled to participate in a film or production subject to the prohibition in this section.

(b) Nothing herein shall be deemed to prohibit or restrict journalistic coverage of emergency situations or other constitutionally protected expressive activities occurring in public areas.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,243

NO. _____ **MAYOR COUNCIL SERIES**

BY: COUNCILMEMBERS HARRIS AND KING

AN ORDINANCE to establish a conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District, on Square 141, Lot 4, in the Fourth Municipal District, bounded by Sophie Wright Place, Camp Street, Felicity Street, and Saint Mary Street (Municipal Addresses: 1817-1819 Sophie Wright Place); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 38/25 was initiated by Gayle Boudousquie and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested conditional use in its report to the City Council dated August 15, 2025, presented in **Zoning Docket Number 38/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, subject to two (2) provisos, as stated in Motion Number M-25-465 of the Council of the City of New Orleans on September 11, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District, on Square 141, Lot 4, in the Fourth Municipal District, bounded by Sophie Wright Place, Camp Street, Felicity Street, and Saint Mary Street (Municipal Addresses: 1817-1819 Sophie Wright Place); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.
2. The developer shall comply with the applicable standards of **Article 20, Section 20.3.NN**:
    a. The existing structure is non-residential in its construction and original use.
    b. The existing structure and the proposed use shall be pedestrian-oriented in design, including public entrances oriented to the street and storefront windows along the first floor.
    c. Neighborhood commercial establishments are limited to the first floor of the structure and three-thousand (3,000) square feet in gross floor area.
    d. The following uses are permitted within a neighborhood commercial establishment:
        i. Art Gallery
        ii. Arts Studio
        iii. Day Care Center, Adult or Child
        iv. Office
        v. Personal Services Establishment
        vi. Restaurant, Specialty
        vii. Retail Goods Establishment
    e. The structure is limited to the existing building footprint. No increase in building footprint or intensity of use is permitted.
    f. The principal entrance shall be a direct entry from the street the property abuts.

g. No off-street parking is required.

h. Drive-through facilities are prohibited.

i. Outside storage or display is prohibited. All business, servicing, processing, and storage operations shall be located within the structure.

j. Any signs are subject to the requirements of the HU-RD2 District.

k. Hours of operation are limited to 6am through 10pm.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of the effective date of this Ordinance, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporates all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development

plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,244

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS AND KING

AN ORDINANCE to establish a conditional use to permit a warehouse in a Mardi Gras den in an MU-1 Medium Intensity Mixed-Use District, on Square 22, Lot 9-A, in the Fourth Municipal District, bounded by Tchoupitoulas Street, Sixth Street, Seventh Street, and Saint Thomas Street (Municipal Addresses: 2901-2917 Tchoupitoulas Street, 418-436 Sixth Street, 2918 Saint Thomas Street, and 435-439 Seventh Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 39/25 was initiated by Semreh Club, Inc. and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested conditional use in its report to the City Council dated August 15, 2025, presented in **Zoning Docket Number 39/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, subject to six (6) provisos, as stated in Motion Number M-25-466 of the Council of the City of New Orleans on September 11, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a warehouse in a Mardi Gras den in an MU-1 Medium Intensity Mixed-Use District, on Square 22, Lot 9-A, in the Fourth Municipal District, bounded by Tchoupitoulas Street, Sixth Street, Seventh Street, and Saint Thomas Street (Municipal Addresses: 2901-2917 Tchoupitoulas Street, 418-436 Sixth Street, 2918 Saint Thomas Street, and 435-439 Seventh Street); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The developer shall consolidate the lots associated with the site into a single lot of record through the City Planning Commission. The developer shall submit a complete application for the resubdivision prior to City Planning Commission sign-off on final plans. The approved subdivision shall be recorded with the Clerk of Civil District Court's Land Records Division prior to the issuance of a Certificate of Occupancy by the Department of Safety and Permits.
2. The plans submitted to the City Planning Commission for final approval shall show compliance with the 20% permeability requirement of **Article 15, Section 15.3.A.1 (Table 15-2: Bulk and Yard regulations)** of the Comprehensive Zoning Ordinance.
3. The plans submitted to the City Planning Commission for final approval shall indicate all off-street and on-street parking in accordance with **Article 22, Section 22.4** and **Section 22.8** of the Comprehensive Zoning Ordinance.
4. The plans submitted to the City Planning Commission for final approval shall indicate the installation of the minimum required bicycle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** and **Article 22, Section 22.6** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works for any bicycle spaces located in the public right-of-way.
5. The plans submitted to the City Planning Commission for final approval shall indicate the presence of the minimum required loading spaces, as set forth in **Article 22, Section 22.7 (Table 22-3)** of the Comprehensive Zoning Ordinance. The design of loading spaces shall comply with the requirements as set forth in **Article 22, Section 22.10** of the Comprehensive Zoning Ordinance.

6. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of the effective date of this Ordinance, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporates all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development

plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,245

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE to effect a zoning change from an S-B2 Suburban Pedestrian-Oriented Corridor Business District to an S-MU Suburban Neighborhood Mixed-Use District, on Square 204, Lot MNOP, in the Fifth Municipal District, bounded by Bender Boulevard, General De Gaulle Drive, Behrman Place, and Rhine Street (Municipal Address: 3601 Behrman Place); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 40/25 was initiated by City Council Motion No. M-25-249 and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested zoning change in its report to the City Council dated August 15, 2025, presented in **Zoning Docket Number 40/25**; and

WHEREAS, the recommendation of the City Planning Commission was upheld, and the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, as stated in Motion Number M-25-472 of the Council of the City of New Orleans on September 11, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Executive Director of the City Planning Commission be and is hereby directed to change the appropriate zoning district maps together with all the notations, references, and other information shown thereon, together with the lot line zoning districts maps referred to in Ordinance No. 4264 M.C.S., as amended by Ordinance No. 26413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, for a zoning change from an S-B2 Suburban Pedestrian-Oriented Corridor Business District to an S-MU Suburban Neighborhood Mixed-Use District, on Square 204, Lot MNOP,

in the Fifth Municipal District, bounded by Bender Boulevard, General De Gaulle Drive, Behrman Place, and Rhine Street (Municipal Address: 3601 Behrman Place); in accordance with Motion Number M-25-472 of the Council of the City of New Orleans, approved on September 11, 2025.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,246

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS AND KING

AN ORDINANCE to establish a conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District and the rescission of Ordinance No. 17,870 MCS (Zoning Docket 090/96), on Square 504, Lots 25 and 6 or Lots 11, A, the rear portion of original 12, and 6, in the Seventh Municipal District, bounded by Olive Street, Short Street, Forshey Street, and South Carrollton Avenue (Municipal Addresses: 8020 Olive Street and 3322 Short Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 41/25 was initiated by Ascension Depaul Services and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested conditional use in its report to the City Council dated August 15, 2025, presented in **Zoning Docket Number 41/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, subject to six (6) provisos, as stated in Motion Number M-25-467 of the Council of the City of New Orleans on September 11, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District and the rescission of Ordinance No. 17,870 MCS (Zoning Docket 090/96), on Square 504, Lots 25 and 6 or Lots 11, A, the rear portion of original Lots 12, and 6, in the Seventh Municipal District, bounded by Olive Street, Short Street, Forshey Street, and South Carrollton Avenue

(Municipal Addresses: 8020 Olive Street and 3322 Short Street); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.
2. The developer shall consolidate the lots associated with the site into a single lot of record through the City Planning Commission. The developer shall submit a complete application for the resubdivision prior to City Planning Commission sign-off on final plans. The approved subdivision shall be recorded with the Clerk of Civil District Court's Land Records Division prior to the issuance of a Certificate of Occupancy by the Department of Safety and Permits.
3. The plans submitted to the City Planning Commission for final approval shall show adherence to applicable vehicle parking design regulations of **Article 22, Section 22.8** of the Comprehensive Zoning Ordinance
4. The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
    a. The genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;

b. Compliance with all applicable landscape regulations in **Article 23** and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in **Article 23, Section 23.7** and **Article 23, Section 23.9**.

5. All parking lots shall meet the following requirements:

a. The parking lot shall be used solely for the parking of passenger vehicles for periods of less than one (1) day and cannot be used as an off-street loading area.

b. No sale, display, repair, or service of any kind is permitted in any parking lot.

c. Signs shall comply with the regulations of **Section 24.12**, or for Historic Core Districts, **Section 24.13**.

d. No buildings other than those for shelter of attendants or payment kiosks are permitted in a parking lot. The allowable shelters shall not exceed ten (10) feet in height and fifty (50) square feet in area.

e. The parking lots shall be screened and landscaped in accordance with the requirements of **Article 23**.

f. The parking lot shall be kept free from refuse and debris. All landscape shall be maintained in a healthy growing condition.

g. Parking lots in the VCS or VCS-1 Districts are conditional uses on existing vacant lots only.

h. A parking lot shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:

i. The parking lot shall provide exterior security cameras, the location of which shall be indicated in the plan.

ii. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

6. The plans submitted to the City Planning Commission for final approval shall show the installation of one electrical vehicle charging station, in accordance with **Article 20, Section 20.3.00** of the Comprehensive Zoning Ordinance.

SECTION 2. That Ordinance No. 17,870 MCS (Zoning Docket 090/96) is hereby rescinded.

SECTION 3. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 4. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of the effective date of this Ordinance, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporates all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore,

if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,248

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL AND MORENO

AN ORDINANCE to amend and reordain section 34-6 of the Code of the City of New Orleans to clarify the setting and adjusting of carnival parade position, route, dates, and times; and otherwise to provide with respect thereto.

WHEREAS, The City Council desires to clarify its ultimate authority to determine carnival parade position, route, dates, and times; and

WHEREAS, The Council will effectuate a change to the parade position and time for the Thursday night before Mardi Gras 2026 in which the Knights of Chaos will roll first at 4:30 p.m., followed by the Krewe of Babylon at 5:30 p.m. and the Krewe of Muses at 6 p.m.; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That section 34-6 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"Chapter 34 – CARNIVAL, MARDI GRAS

* * *

ARTICLE II. – PARADE PERMITS

* * *

Sec. 34-6. – Parade position, route, date and time.

(a) Unless and except as otherwise provided in a motion adopted pursuant to paragraph (d) of this section, parade permits issued under this chapter shall be for the same position, route, date and time as the parade permit issued to the carnival organization in the previous year. Parade permits issued to a carnival organization which paraded in the previous year on a rescheduled date under section 34-23 shall be for the original position, route, date and time.

(b) Truck parades shall only be conducted on Mardi Gras Day.

(c) A carnival organization may request a change in a parade route or time by applying for and obtaining an authorization from the superintendent of police, who shall have sole and final discretion whether to approve the parade route and time; provided, however, that any request for a change in a parade route or time shall be submitted prior to December 15 of the calendar year immediately preceding the year in which the carnival parade is to be presented.

(d) Parade position, route, date, and start time shall be determined by city council motion.

(e) If a conflict exists as to parade position, route, date or time, the city council shall resolve the conflict by motion and may consider the rule of parade seniority, together with other pertinent factors, to determine which organization shall have the right to the contested position, route, date or time. Parade seniority is determined by the number of consecutive years that a carnival organization has paraded. If two or more parade organizations have paraded for the same number of years, seniority shall be determined by the city council. A carnival organization shall, for the purposes of determining seniority, be deemed to

have paraded if the parade is cancelled for reasons beyond the control of the permit holder, such as weather, fire or national emergency.

(f) No more than three permits for a night parade shall be issued for the same date, except when a parade is rescheduled per section 34-5 or paragraph (g) of this section.

(g) The superintendent of police is authorized to adjust a carnival organization's parade position, date, route, and start time as necessary to respond to issues of public safety or other emergent circumstances."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE CITY COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

REDLINE VERSION:

Sec. 34-6. – Parade position, route, date and time.

(a) **Unless and except as otherwise provided in a motion adopted pursuant to paragraph (d) of this section**, p~~P~~arade permits issued under this chapter shall be for the same position, route, date and time as the parade permit issued to the carnival organization in the previous year. Parade permits issued to a carnival organization which paraded in the previous year on a rescheduled date under section 34-23 shall be for the original position, route, date and time.

(b) Truck parades shall only be conducted on Mardi Gras Day.

(c) A carnival organization may request a change in a parade route or time by applying for and obtaining an authorization from the superintendent of police, who shall have sole and final discretion whether to approve the parade route and time; provided, however, that any request for a change in a parade route or time shall be submitted prior to December 15 of the calendar year immediately preceding the year in which the carnival parade is to be presented.

(d) Parade position**, route, date,** and start time shall be determined by city council motion.

(e) If a conflict exists as to parade position, route, date or time, the city council shall resolve the conflict by motion and may consider the rule of parade seniority, together with other pertinent factors, to determine which organization shall have the right to the contested position, route, date or time. Parade seniority is determined by the number of consecutive years that a carnival organization has paraded. If two or more parade organizations have paraded for the same number of years, seniority shall be determined by the city council. A carnival organization shall, for the purposes of determining seniority, be deemed to have paraded if the parade is cancelled for reasons beyond the control of the permit holder, such as weather, fire or national emergency.

(f) No more than three permits for a night parade shall be issued for the same date, except when a parade is rescheduled per section 34-5 **or paragraph (g) of this section**.

(g) The superintendent of police is authorized to adjust a carnival organization's parade position, date, route, and start time as necessary to respond to issues of public safety or other emergent circumstances.

MOTION

NO. M-25-535

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS MORRELL, GIARRUSSO AND HARRIS BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans, Office of Resilience & Sustainability, and Aptim Environmental and Infrastructure, LLC, desire to enter into a contract for the administration of an e-bike rebate program to provide residents with incentives to purchase and utilize e-bikes to reduce transportation greenhouse gas emissions, for a period of 5 years, the total compensation being $3,240,000.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and Aptim Environmental and Infrastructure, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and Aptim Environmental and Infrastructure, LLC, as attached hereto as Exhibit "A"; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit "A", to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC

[COVER PAGE]

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

RFP 4397

E-BIKE REBATE PROGRAM ADMINISTRATOR

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Aptim Environmental & Infrastructure, LLC, with Unique Entity Identifier W4GLZRAJB3Z5, represented by Joel Freehling, National Director (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on May 16, 2025, the City issued Request for Proposals number 4397 seeking qualified persons to provide professional services including designing and administering an e-bike incentive program (the "**RFP**");

WHEREAS, the Contractor submitted a proposal dated June 13, 2025, and the City has selected the Contractor to perform the professional services described in the RFP;

WHEREAS, the City received a $49,975,589.00 award from the U.S. Environmental Protection Agency for the Climate Pollution Reduction Grant Program: Implementation Grants General Competition, CFDA/Assistance Listing 66.046 Climate Pollution Reduction Grants on July 22, 2024;

WHEREAS, to that end, a Grant Agreement (02F71001) between the U.S. Environmental Protection Agency and the City of New Orleans was executed on October 11, 2024, to memorialize the aforementioned Climate Pollution Reduction Grant Program: Implementation Grants General Competition (the "**Cooperative Agreement**" or the "**Grant**"), which is attached separately and incorporated herein as "**Exhibit A**"; and

WHEREAS, the City has agreed to be the fiscal administrator for a maximum amount of $240,000.00 in federal funds payable to the Contractor upon completion of the Contractor's deliverables and as otherwise set forth hereunder.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services*****.** The Contractor will, in accordance with the schedule approved by the City:

1. Task 1: Portal Setup. The Contractor will establish a user-friendly and easy-to-navigate application portal. Applicants will be directed to the application portal via the City of New Orleans website. The voucher portal must be available in English,

Spanish, and Vietnamese. The voucher application portal must accommodate a brief survey on applicants' demographics and travel behavior. The survey content will be provided by the City of New Orleans, which will need to be able to access responses. In providing the voucher portal, the Administrator must:

a. Leverage web analytics and use statistics, including sessions, views, and other relevant metrics.

b. Adhere to City of New Orleans security and data privacy policies as outlined in Exhibit C.

2. Task 2: Applicant Registration and Rebate Distribution. After each Application Phase closes, the Contractor will conduct a random selection among submitted applications and send an invitation to selected applicants to "claim" their voucher by submitting documentation demonstrating eligibility. The Contractor will process applications, which will include verifying participants' eligibility, and issuing unique digital vouchers via email. Additionally, any participants with barriers to digital access must have the ability to receive a printed voucher by mail. Vouchers for any selected applicants who fail to demonstrate eligibility will be redistributed to applicants on the waitlist.

3. Task 3: E-Bike Vendor Registration and Reimbursement. The Contractor will establish an online access point for e-bike vendors, where participating retailers can: validate vouchers; redeem voucher(s) for qualifying sales; indicate that they have redeemed a voucher, and submit documentation to request reimbursement. The Contractor will administer funding and reimburse e-bike vendors within approximately 14 business days of receiving completed invoices for the vouchers redeemed at participating retailers. Respondents should detail in their proposal their experience meeting a payment timeline like this under similar programs. The City reserves the right to negotiate a shorter payment timeline during contract negotiations with the selected firm.

4. Task 4: Applicant and Vendor Customer Service. The Contractor will provide customer service support by telephone and email, and preferably live web chat to assist residents in completing voucher applications, including methods for making customer service resources available in Spanish and Vietnamese languages. Phone service hours must be available at a minimum between 9 am and 5 pm Central Time weekdays during open application periods. City of New Orleans staff and our partners will also provide in-person customer support during drop-in office hours and regular events in neighborhoods throughout the city. Prior to the application opening, the Contractor will provide training and make training resources available to e-bike vendors in how to access the voucher portal, apply vouchers to eligible purchases, and submit proper documentation for voucher reimbursement. Training materials must be provided in print format, such as a printable pdf file, and preferably will include a recorded webinar, slide deck, or video. Until all voucher funds have been distributed, the Contractor will provide technical assistance to bike shops by phone and/or email.

5. Task 5: Reporting. Once the first application period launches and until all allocated funding for the vouchers is distributed, the Contractor will provide reports to the City twice per month via CSV or XLS file. In lieu of reporting twice per month, the

Contractor may provide an online data dashboard that allows CSV file downloads. Reports (and, if applicable, data dashboards) shall include at a minimum:

- Resident name
- Resident email
- Resident phone
- Resident address
- Voucher ID number
- Bike shop
- Sale date
- Bike manufacturer and model
- Bike serial number
- Rebate amount
- E-bike sale price
- Application date and application status
- Voucher issue date and voucher status

Additionally, the Contractor will ensure timely access to any survey data collected via the application. Finally, once per quarter, the Contractor will provide a brief written report summarizing work accomplished for the previous period, including but not limited to: description of the deliverables and tasks completed during the reporting period; challenges encountered; recommendations for revisions in program administration; and findings and/or results.

6. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; the Contractor's proposal dated June 13, 2025.

7. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

8. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

9. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

10. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

11. Cooperate with the City and any person performing work for the City.

B. *Standards*. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services in major United States metropolitan areas under the same or similar circumstances.

C. *Compliance with Laws*. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances.

D. *Schedule*.

1. Schedule to Complete and Progress Schedule.

a. The Contractor will perform all work under this Agreement within 48 months from the Effective Date of this Agreement.

b. The Contractor will submit a proposed progress schedule evidencing meaningful steps to achieving the requirements set forth above, in Art. I(D)(1)(a), to the City within 14 calendar days of receiving written authorization from the City to proceed. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: the Contractor will develop and provide a schedule for each assigned task order to ensure deliverables are provided within applicable grant program timelines.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. *Invoices*.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Invoices for reimbursement of processed rebate payments may be submitted twice monthly. The identification of invoices for reimbursement of processed rebate payments must be appended with the suffix "-REB." Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, City Civil Service);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. *Records and Reporting*.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three (3) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. *Audit and Inspection*.

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. *Insurance*.

1. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the

Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

a. Minimum Requirements:

i. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

ii. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

iii. Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations of the Contractor and shall include, but not limited to claims involving Network Interruption, Security and Privacy, extortion, and release of private information.

iv. Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

v. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

b. <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions.

i. Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to (Office of Resilience & Sustainability, Suite 7E05, 1300 Perdido Street, New Orleans, LA 70112), with a copy

forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

ii. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

iii. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

iv. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

v. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

vi. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

2. ***Notice***: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: Climate Pollution Reduction Program E-Bike Rebate Program Administrator) the following documents, within 10 calendar days of the City's request:

a. Copies of all policies of insurance, including all policies, forms, and endorsements.

3. Without notice from the City, the Contractors will:

a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

4. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

I. ***Indemnity.***

1. ***In general.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims,

demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

J. ***Subrecipient Compliance***. The Contractor is considered a subrecipient and as such they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200. Any sub-award must follow the regulations found in 2 CFR 200.331 through 333. All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170.

K. ***Procurement Documentation***. Prior to acquiring any goods or services associated with the tasks and deliverables in Section A of this Article, the Contractor shall provide written documentation to the City of their procurement processes and procedures. The Contractor's procurement processes and procedures shall conform with 2 CFR 200 and all applicable state and local laws.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. *Convicted Felon Statement*. The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. *Non-Solicitation Statement*. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. *Employee Verification*. The Contractor swears that: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration*****.** The City will:

1. Administer this Agreement through the Office of Resilience and Sustainability;

2. Provide the Contractor any documents necessary for the Contractor's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor; and

4. Communicate and coordinate with the U.S. Environmental Protection Agency to comply with reporting requirements.

B. ***Payment*****.** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal. Both parties agree that payment terms for invoices for reimbursement of processed rebate payments are NET 15 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. *Rate of Compensation*.

1. The City will pay the Contractor in accordance with the following rate: $240,000.00 to complete all tasks and deliverables as outlined in Article I, Section A. Additionally, the City will pay the Contractor for the reimbursement of processed rebate payments at the rate of up to $1,200 per rebate for income-qualified residents and up to $600 per rebate for all other residents. Invoicing will be submitted per the requirements of Article I, Section E, and compensation will be paid based on the percentage of work completed. On a regular schedule, the City and the Contractor will agree and sign-off in writing on the percentage of work completed to date and the amount to be billed for that portion of the agreed upon work based on the following schedule of work products:

Task 1	Portal Setup	$45,000 (labor)
Task 2	Application Registration and Rebate Distribution	$80,000 (labor)
Task 3	E-Bike Vendor Registration and Reimbursement	
Task 3a	E-Bike Vendor Registration and Reimbursement Labor	$50,000 (labor)
Task 3b	Income-Qualified Rebate Reimbursement	$2,400,000 (rebate payments)
Task 3c	Other Rebate Reimbursement	$600,000 (rebate payments)
Task 4	Applicant and Vendor Customer Service	$40,000 (labor)
Task 5	Reporting	$25,000 (labor)
TOTAL		$3,240,000

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. *Maximum Amount*. The maximum aggregate amount payable by the City under this Agreement is $3,240,000.00, which includes $240,000 for Tasks 1, 2, 3a, 4, and 5 in Section A and $3,000,000.00 for reimbursement of processed rebate payments, Tasks 3b, and 3c in Section A.

C. *Fiscal Administration*. Subject to the terms and conditions of the Grant Agreement, the total amount of the Federal Award granted to the City amounts to $49,975,589.00, with the total approved cost share or in-kind contributions totaling $1,174,611.00. The City has agreed to be the fiscal administrator for the $3,240,000.00 payable to the Contractor upon the completion of the Contactor's deliverables and as otherwise set forth hereunder.

ARTICLE V - DURATION AND TERMINATION

A. *Initial Term*. The term of this Agreement shall be for 5 years, beginning on the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. *Extension*. This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for 4 additional one-year terms.

C. *Termination for Convenience*. The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. *Termination for Non-Appropriation*. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. *Termination for Cause*. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. *Suspension*. Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. *Factors*. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform*****.** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VII – LIVING WAGES

A. ***Definitions*****.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance*****.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage*****.** In accordance with the Living Wage Ordinance, Living Wage shall be $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. ***Adjusted Living Wage*****.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

A. ***Subcontract Requirements*****.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

B. ***Reporting*****.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800

New Orleans, Louisiana 70112

C. *Compliance Monitoring*. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

D. *Remedies*. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE VIII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. *In General*. The Contractor agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. *Monitoring*. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. *Cooperation*. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.

b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification***. The OSD may grant a post-award modification request if:

a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE IX - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination*.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. *Incorporation into Subcontracts*. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. *Termination for Breach*. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE X - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status*. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage*. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage*. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. *Waiver of Benefits*. The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XI – FORCE MAJEURE

A. *Event*. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. *Notice*. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect

of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. *Effect*.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XII - NOTICE

A. *In General*. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

1. To the City:

   Greg Nichols, Deputy Chief Resilience Officer
   Office of Resilience & Sustainability
   City of New Orleans
   1300 Perdido Street
   Suite 7E05
   New Orleans, LA 70112

   &

   City Attorney
   City of New Orleans
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112

2. To the Contractor:

   Joel Freehling, National Director
   Aptim Environmental & Infrastructure, LLC
   1100 Poydras Street, Suite 2060

New Orleans, LA 70163

B. *Effectiveness*. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. *Notification of Change*. Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. *Amendment*. The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. *Assignment*. (i) Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

C. *Choice of Law*. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. *Compliance with City's Hiring Requirements – Ban the Box*.

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent

jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. *Conflicting Employment*. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. *Construction of Agreement*. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. *Cost Recovery*. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. *Entire Agreement*. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. *Exhibits*. The following exhibits will be and are incorporated into this Agreement: "Exhibit A" – U.S. Environmental Protection Agency Grant Agreement; "Exhibit B" - Request for Proposal No. 4397; "Exhibit C" – City of New Orleans Security and Data Privacy Policies; "Exhibit D" - Non-Federal Entity Compliance Provisions for Federal Awards.

J. *Order of Documents*. In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: "Exhibit A"; the Agreement; "Exhibit B"; "Exhibit C"; "Exhibit D".

K. *Jurisdiction*. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. *Limitations of the City's Obligations*. The City has no obligations not explicitly set forth in this Agreement, any incorporated documents, or expressly imposed by law.

M. ***No Third-Party Beneficiaries*****.** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. ***Non-Exclusivity*****.** This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. ***Non-Waiver*****.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. ***Ownership Interest Disclosure*****.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

Q. ***Ownership of Records*****.** Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

R. ***Prohibition of Financial Interest in Agreement*****.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

S. *Prohibition on Political Activity*. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. *Remedies Cumulative*. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. *Severability*. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. *Special Conditions for Climate Pollution Reduction Grant Contracts*. The "Non-Federal Entity Compliance Provisions for Federal Awards," attached as Exhibit "D" to this Agreement, are expressly incorporated into the Agreement and effectively immediately if the City has indicated it will or may seek reimbursement from the Climate Pollution Reduction Grant program in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from the Climate Pollution Reduction Grant Program in connection with the work to be performed under this Agreement.

W. *Subcontractor Reporting*. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. *Survival of Certain Provisions*. All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. *Terms Binding*. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s)

attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

Signed on this _____ of _____, 2025.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

BY: _____

JOEL FREEHLING, NATIONAL DIRECTOR

_____
FEDERAL TAX I.D. _____

EXHIBITS A-B ATTACHED SEPARATELY; EXHIBITS C-D CONTAINED ON NEXT PAGE(S)

EXHIBIT "A" (Attached Separately)

Grant Agreement between
The United States Environmental Protection Agency
And
the City of New Orleans, Louisiana

EXHIBIT "B" (Attached Separately)

Request for Proposals 4397

E-Bike Rebate Program Administrator

EXHIBIT "C"

City Of New Orleans Security and Data Privacy Policies

Ownership of Data, Data Security and Availability

1. Ownership of Data: The City of New Orleans (hereafter called the City) understands and agrees that it owns all data and content that it uploads or otherwise inputs into the Vendor's application and any third-party request for access to this data must be directed to the City and in accordance with all applicable laws.

2. Technology Security: The Vendor must provide administrative, physical, and technical security to protect sensitive or confidential information in performing their responsibilities and duties. In addition, the Vendor should address how the Vendor will ensure compliance with the following security measures:

    2.1. Data Security: The Vendor shall maintain policy and procedures to maintain and support the security of confidential information. The Vendor shall describe their policies, procedures, and protocols for data security breaches. Data breach notification procedures and plans are maintained and shall, at a minimum, comply with Louisiana laws including, but not limited to, Louisiana Revised Statutes 51:3071 – 51:3077, and Louisiana Administrative Code Title 16, Part 3, Chapter 7, Section 701.

    2.2. Data Breach – Venue of Law: Louisiana laws regarding data security breach notification shall apply.

    2.3. The Vendor shall take commercially reasonable precautions to prevent the loss of or alteration to City data files in the Vendor's possession. In addition, the Vendor shall establish and follow reasonable security measures to prevent unauthorized access to the City's data.

    2.4. Should any of the City's data become compromised or if the City's data or the Vendor's data has been or is reasonably expected to be subject to a use or a disclosure that is not authorized (collectively, an "Information Security Incident"), the Vendor shall:

        2.4.1. Notify the City via email immediately of any Information Security Incident;

        2.4.2. Investigate the Information Security Incident and conduct an analysis of the cause of the Information Security Incident;

        2.4.3. Provide periodic updates of any ongoing investigation to the City, including updates as requested by the City;

2.4.4. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident;

2.4.5. Cooperate with the City's investigation or efforts to comply with any notification or other regulatory requirements applicable to the Information Security Incident; and

2.4.6. Reimburse the City for any reasonable actions the City takes to remediate the Information Security Incident upon notice of the same by the City.

2.5. Certification and Audits: The Vendor shall provide a copy to the City of their applicable certifications/audits including the dates that the certifications/audits were conducted.

3. On Demand Access to Data and Retrieval Upon Termination:

3.1. The City can retrieve and download its data from the Vendor at any time and at no cost during the term of an Agreement with the City. Upon termination of an Agreement: (i) Vendor shall not delete any of the City's data in the Vendor's application during the sixty (60) days following termination; and (ii) during the sixty (60) days following termination, the City may retrieve its data without regard to any current or pending dispute or engagement between the City and the Vendor. The City shall not incur any additional fees for downloading its data from the Vendor's application during this sixty (60) day period. After this sixty (60) day period, the Vendor has no obligation to maintain or provide any of the City's data and shall thereafter, unless legally prohibited, delete all of the City's data stored in the Vendor's application and provide a certificate of deletion certifying that the data was removed. No proprietary software should be required to access the transferred data.

3.2. In the event that the size and volume of the City's data prevents the data from being downloaded in a reasonable time period, the Vendor shall use its best commercially available efforts to propose and provide a workable alternative transfer function that can be utilized by the City. When the Vendor transfers data to the City, the data shall be provided with appropriate indexing allowing for distinct records to be adequately differentiated. This includes any applicable meta-data created as well.

3.3. The Vendor agrees to make the City's application data accessible for local exports/downloads at all times. In the case where data needs to be exported to support transition to a succeeding system, the Vendor shall provide the data in a format that is convenient and best suited for the purpose.

3.4. In the Event of Company Failure or Insolvency: If the Vendor defaults in providing software maintenance support due to company failure, discontinuance of support services, or Vendor bankruptcy, the Vendor shall make the configuration and source code available to the City within ten (10) days of notice to the City.

4. Malicious Code: The Vendor warrants that it has used its best efforts and industry-standard tools and practices to provide Subscription Software that does not contain any programming devices that will have access to the City's data without authorization or improperly denies the City services provided by the Subscription Software. In so doing, the Vendor must use methods at least as stringent as those used to protect their own computers, servers, software, and/or code.

5. Disaster Recovery:

   5.1. Vendor shall maintain a commercially reasonable disaster recovery plan ("DR Plan"), a copy of the summary of which is available to the City upon request. The Vendor agrees to follow its DR Plan. The Vendor may amend its DR Plan at any time, provided that the Vendor shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement. A copy of the Vendor's amended DR Plan shall be sent to the City at the time of amendment.

   5.2. The Vendor agrees to maintain secondary replicas of all City data in a geographically dispersed data center location.

   5.3. The Vendor agrees to replicate a tertiary copy of all City data to the City's local database instance in real-time as an additional DR measure. If the application does not allow this, the Vendor shall list alternatives.

   5.4. The Vendor agrees to maintain a twelve (12) hour Recovery Time Objective (RTO) and a two (2) hour Recovery Point Objective (RPO) for all data restored from backup.

   5.5. The Vendor agrees to fulfill any demands to relinquish City data within a reasonable timeframe and provide the City with access to their data for a period of one hundred eighty (180) days after a disaster.

6. Vendor agrees to provide 99.99% availability of proposed applications, excluding agreed-upon downtime for system maintenance. All non-emergency system maintenance shall be performed during the City's maintenance window of 8:00 p.m. CST and 4:00 a.m. CST and shall be requested ten (10) days in advance of the scheduled maintenance period. The first and last working days of each calendar month are excluded from the maintenance

window. City holidays are also excluded from the maintenance window. The Vendor agrees to obtain prior approval from the City to perform all emergency maintenance.

7. Integration with City Systems: The Vendor shall make a good faith effort to accommodate requests made by the City, or by another vendor working on behalf of the City, for information and assistance in integrating the Vendor's application processes and interfaces with a third-party application, the City's applications, or with City data. This effort shall not require the Vendor to actively conduct integration work, unless specified in the contract.

8. Service Level Agreements ("SLAs"): The Vendor shall provide SLAs. SLAs are basic agreements on the expectations for how the Vendor will respond to problems or needs. This will be different for each engagement but here is an example of an SLA that includes penalties for missing service restoration dates:

Service Interruption Length	Credit
< 4 hours, continuous	none
> 4 hours, continuous	1/30 of monthly charges due for the applicable month for each 4 hours portion of continuous service interruption

This section would also include some definition of services and may delineate different SLAs for each service. Potential SLAs could be restoration of services, response time on requests or expectations on delivery of any direct services that the Vendor might provide.

EXHIBIT "D"

NON-FEDERAL ENTITY COMPLIANCE PROVISIONS FOR FEDERAL AWARDS

The Contractors are advised that this Project is to be funded by EPA. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State of Louisiana, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTS WITH OTHERS

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

TERMINATION FOR CAUSE

The City shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this Agreement without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Engineer only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST ENGINEER'S DEFAULT

The City retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any breach or violation by the Contractor hereof.

[END OF AGREEMENT]

1376

Calendar # XX,XXX

Name: Daniel Jatres Ext. 84947
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF THE DOCUMENT: An motion, pursuant to Rule 57, to add the President of the Council as a signatory to the contract between the City of New Orleans and Aptim Environmental and Infrastructure, LLC for administration of the e-bike rebate program.

1. Greg Nichols
Department Head

2. **Department of Law**

3. **Chief Administrative Officer**

4. **Director of Council Relations**

5. **Initials of the Sponsoring Council Member**

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2nd:

YEAS:
NAYS:
ABSENT:
RECUSED:

6. **Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.**

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Resilience and Sustainability

Name of Contact Person: Daniel Jatres

Telephone Number: 504.658.4947

Email Address: daniel.jatres@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

To enter into an agreement between the ity and Aptim Environmental and Infrastructure to adminsiter the city's e-bike rebate program as part of the City's Climate Pollution Reduction Program

The e-bike program adminsitrator will develop a portal, issue rebates to eligible applicants, and reimburse retailers when rebates are redemmed.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-536

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS MORRELL, GIARRUSSO, GREEN AND HARRIS (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, New Orleans Police Department, and Quartech Corrections, LLC, desire to enter into a Professional Services Agreement for the New Orleans Police Department's continued access and use of Quartech Software Early Warning System, to extend the term of the Agreement on a month-to-month basis for a total of seventeen (17) months; beginning on August 1, 2024, and terminating on December 31, 2025; The maximum amount payable under this Agreement is $91,800.00: the lifetime maximum amount payable under the Agreement is $6,244,650.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No. 11 to the contract between the City of New Orleans, New Orleans Police Department, and Quartech Corrections, LLC, and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the Amendment No. 11 to the contract between the City of New Orleans, the New Orleans Police Department, and Quartech Corrections, LLC as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 11 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND QUARTECH CORRECTIONS LLC (ASSIGNMENT FROM SIERRA- CEDAR, INC.)

RFP No. 7120-01622 | NOPD Insight System

THIS ELEVENTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Quartech Corrections LLC, represented by David Marshall, President ("**Quartech**" or the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party**," and collectively, as the "**Parties**." The Amendment is effective as of August 1, 2024 (the "**Effective Date**").

RECITALS

WHEREAS, the City issued Request for Proposals No. 7120-01622, on March 11, 2014, Addendum No. 1, on March 11, 2014, Addendum No. 2, on March 24, 2014, Addendum No. 3, on March 26, 2014, Addendum No. 4, on March 28, 2014, Addendum No. 5, on April 8, 2014, Addendum No. 6, on April 21, 2014, Addendum No. 7, on April 28, 2014, and Addendum No. 8, on April 29, 2014 (collectively, the "**RFP**"), seeking the most qualified firm to assist the New Orleans Police Department ("**NOPD**") with the implementation of an Early Warning System ("**EWS**" or "**Insight System**"), including, but not limited to, providing EWS software, data warehouse, application integration layer and data exchange capabilities, feeder systems integration, all associated implementation services, and maintenance and support services; and

WHEREAS, the then Contractor, Sierra-Cedar, Inc., submitted a technical proposal and a price proposal, on May 8, 2014 (collectively, the "**Proposal**"), and the City selected the Contractor to perform the professional services in the RFP; and

WHEREAS, on December 22, 2014, the City and the Contractor entered into a professional services agreement for the Contractor's EWS or Insight System to be utilized by the NOPD (the "**Agreement**"); and

WHEREAS, the Agreement provided for an initial term of thirty-four (34) months, beginning on December 22, 2014, with the ability to extend the term for no more than three (3) additional one (1) year periods; and

WHEREAS, on July 29, 2016, and retroactively effective as of December 22, 2014, the City and the Contractor amended the Agreement (mistakenly identified as an addendum and hereinafter referred to as "**Amendment No. 1**") by adding a new section; and

WHEREAS, on November 20, 2017, the City and the Contractor entered into an amendment, effective on October 23, 2018, to increase the Agreement's compensation and to extend the term of the Agreement for an additional one (1) year for continuity of services

("**Amendment No. 2**"); and

WHEREAS, on December 13, 2018, the City and the Contractor entered into an amendment for continuity of services ("**Amendment No. 3**"); and

WHEREAS, on October 23, 2019, the City and the Contractor entered into an amendment to extend the term of the Agreement through December 31, 2019, for continuity of services ("**Amendment No. 4**"); and

WHEREAS, on January 1, 2020, the City and the Contractor entered into an amendment to extend the term of the Agreement through February 29, 2020, for continuity of services ("**Amendment No. 5**"); and

WHEREAS, on March 1, 2020, the City and the Contractor entered into an amendment to extend the term of the Agreement through October 22, 2020, and to increase the Agreement's compensation for continuity of services ("**Amendment No. 6**"); and

WHEREAS, on May 6, 2020, Sierra-Cedar, Inc. requested and obtained the City's written consent to assign the Agreement, as amended, to Quartech Corrections LLC, pursuant to Article XI, Section (H) of the Agreement; and

WHEREAS, on October 23, 2020, the City and the Contractor, Quartech Corrections LLC, entered into an amendment to extend the term of the Agreement through October 22, 2021, and to increase the Agreement's compensation for continuity of services ("**Amendment No. 7**"); and

WHEREAS, on October 23, 2021, the City and the Contractor entered into an amendment to extend the term of the Agreement through October 22, 2022, and to increase the Agreement's compensation for continuity of services ("**Amendment No. 8**"); and

WHEREAS, on October 23, 2022, the City and the Contractor entered into an amendment to extend the term of the Agreement through October 22, 2023, and to increase the Agreement's compensation for continuity of services ("**Amendment No. 9**"); and

WHEREAS, on October 23, 2023, the City and the Contractor entered into an amendment to extend the term of the Agreement through July 31, 2024, and to increase the Agreement's compensation for continuity of services ("**Amendment No. 10**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term of the Agreement on a month-to-month basis and to increase the Agreement's compensation for continuity of services.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension.*** In accordance with Article V, Section (B) of the Agreement, the Parties agree to extend the term of the Agreement on a month-to-month basis for a total of seventeen (17) months; beginning on August 1, 2024, and terminating on December 31, 2025.

2. ***Price.*** The City will pay the Contractor at a rate of $5,400.00 per month, at a rate of $135.00/hour for forty (40) hours of work to be performed/completed per month during the extended term of the Agreement. Payment is contingent upon work performed by the Contractor being specifically documented, pre-approved by the City, and accepted as complete and/or compliant by the City prior to payment.

3. ***Maximum Compensation.*** The maximum amount payable described in Article IV, Section (B) of the Agreement is increased from **$6,152,850.00** by $91,800.00 to a new aggregate maximum amount not to exceed **$6,244,650.00**, which shall cover all costs associated with performing the required professional services, including support, and testing each applicable component of the Early Warning System **("EWS").** Any remaining portion of the maximum amount payable, that has not been earned by the Contractor prior to the termination or expiration of this Amendment, will be retained by the City.

4. ***Invoicing.*** When the Contractor submits invoices in accordance with Article I, Section (D) and Article III, Section (B)(6) of the Agreement, the Contractor shall provide a detailed monthly summary of the services performed that includes, at a minimum, the following information: the name of the employee assigned to each ticket, the number of hours spent working on each ticket, the description of work performed for each ticket, and the status of each open ticket.

5. ***Transition Services.*** Notwithstanding anything to the contrary in the Agreement or any amendment to the Agreement, the City acknowledges and agrees that the Contractor is under no obligation to provide any transition support services to the City or to any alternative service provider, should the City decide to transition to a new service provider. In the event that transition services are necessary for the City's transition to a new service provider, the City and the Contractor shall negotiate and execute a "Transition Services Agreement" that will identify and memorialize the agreed transition services to be provided by the Contractor, the agreed timeline, and the agreed fees to be paid by the City to the Contractor for such transition services. For the avoidance of doubt, the City has no obligation to engage the Contractor, and the Contractor has no obligation to provide such transition services unless the Parties memorialize and execute a "Transition Services Agreement."

***

6. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

7. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

8. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

9. ***Counterparts.*** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

10. ***Electronic Signature and Delivery.*** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be

created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____**, 2025.**

CITY COUNCIL OF NEW ORLEANS

BY: _____
CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

QUARTECH CORRECTIONS, LLC

BY: _____
DAVID MARSHALL, PRESIDENT

_____
FEDERAL TAX ID

[END OF AMENDMENT]

1384

Calendar No. (Rev)
(Exp)

Name Cyril Manego Ext. 8-5388
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Professional Services Agreement between the City of New Orleans, New Orleans Police Department, (NOPD), and Quartech Corrections, LLC, for NOPD's continued access and use of Quartech Software Early Warning System, that provides essential mandated services custom built for NOPD Compliance with the Federal Consent Decree. The extension is for a total of Seventeen (17) Months Maximum Cost under this Agreement: $91,800.00 Maximum Total Cost: $6,244,650.00

1. _____ 9/24/20
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

ADMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2nd: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

7. _____

Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NOPD

Name of Contact Person: Cyril Manego

Telephone Number: 504.658.5388

Email Address: cyril.marengo@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

An ammendment to the agreement between NOPD and Quartech Corrections LLC regarding a

an early warning system software Quartech will make available for NOPD's use.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: 23 October 2025

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-537

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS MORRELL, GIARRUSSO AND HARRIS (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council ("Council") shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans' completed the procurement process in December of 2020 and the City of New Orleans contracted with Smith, Parrish & Atkins Resource Consultants, LLC. to provide professional services including archeological monitoring services for infrastructure improvements for federally funded projects; and

WHEREAS, the parties desire to enter into Amendment No. 6 to the professional services agreement, which will extend the agreement through December 22, 2028 for the continuity of archeological monitoring services, as more fully provided for in Amendment No. 6, attached hereto as Exhibit "A"; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No. 6 to the professional services agreement between the City of New Orleans and Smith, Parrish & Atkins Resource Consultants, LLC., which is attached hereto as Exhibit "A".

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion and Amendment No. 6 to the professional master services agreement to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
AND THE MOTION WAS ADOPTED.

EXHIBIT "A"

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SMITH, PARRISH & ATKINS RESOURCE CONSULTANT, LLC

ARCHEOLOGICAL MONITORING SERVICES

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SMITH, PARRISH, & ATKINS RESOURCE CONSULTANTS, LLC

RFP NO. 540 – ARCHAEOLOGICAL MONITORING SERVICES

THIS SIXTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Joseph W. Threat, Sr., Chief Administrative Officer (the "**City**"), and Smith, Parrish, & Atkins Resource Consultants, LLC, represented by Rhonda L. Smith, M.A., RPA, Principal Investigator (the "Contractor"). The City and the Contractor are sometimes each referred to as a "**Party**" and collectively referred to as the "**Parties**". The Amendment is effective as December 23, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated December 23, 2020 (the "**Agreement**") for the Contractor to provide professional services including archaeological monitoring services for infrastructure improvements for federally funded projects (the "**Project**");

WHEREAS, on May 12, 2021, the City and the Contractor amended the Agreement for the first time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on December 29, 2021, the City and the Contractor amended the Agreement for the second time to extend its term for continuity of services and to add archaeological testing and research to the scope of work;

WHEREAS, on January 9, 2023, the City and the Contractor amended the Agreement for the third time to extend its term for continuity of services;

WHEREAS, on January 3, 2024, the City and the Contractor amended the Agreement for the fourth time to extend its term for continuity of services;

WHEREAS, on March 24, 2025, the City and the Contractor amended the Agreement for the fifth time to extend its term for continuity of services;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services;

NOW THEREFORE, the City and the Contractor, for good and valuable consideration, amend the Agreement as follows:

A. EXTENSION. The term of the Agreement is extended for three (3) additional years from December 23, 2025, through December 22, 2028.

B. CONVICTED FELON STATEMENT. The Contractor swears that it complies with City Code Section § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. NON-SOLICITATION STATEMENT. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

D. ELECTRONIC SIGNATURE AND DELIVERY. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

E. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
JOSEPH W. THREAT, SR., CHIEF ADMINISTRATIVE OFFICER

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

SMITH, PARRISH, & ATKINS RESOURCE CONSULTANTS, LLC

BY: _____
RHONDA L. SMITH, M.A., RPA, PRINCIPAL INVESTIGATOR

_____
CORPORATE TAX I.D.

1391

Calendar No. (Rev)
(Exp)

Name PATRICK JUDGE 504-658-8689 Ext. 504-657-4858
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion to authorize the City Council of the City of New Orleans to authorize that the President of the Council be added as a signatory to the Amendment No. 6 to the professional services agreement between the City of New Orleans and Smith, Parrish & Atkins, Resource Consultants LLC for continued archeological monitoring services for infrastructure improvements for federally funded projects. Amendment No. 6 will extend the existing agreement from December 23, 2025, through December 22, 2028, the expected end of the JHRP Program.

1. _____
Department Head PDU Director Deputy CAO

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

Motion to authorize the President of the City Council of the City of New Orleans to sign Amendment No. 6 to a previously executed Professional Services Agreement between the City of New Orleans Project Delivery Unit and Smith, Parrish & Atkins Resource Consultants, LLC to continue archeological monitoring services for infrastructure improvements for federally funded projects through December 22, 2028.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-538

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS MORRELL, GIARRUSSO, GREEN AND HARRIS (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans and Clutch Consulting Group, LLC, RFP# 2988, desire to amend their existing Professional Services Agreement for the public purpose of developing and implementing a plan to reduce street homelessness and increase affordable housing in the City of New Orleans. The amendment will extend the length of the agreement by one year and add $454,320.00 in funding to a total amount of compensation not to exceed $1,193,220.00;

NOW THEREFORE

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and Clutch Consulting Group, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and Clutch Consulting Group, LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
CLUTCH CONSULTING GROUP, LLC
FOR
RFP 2988 | HOMELESS REDUCTION PLAN

THIS FIRST AMENDMENT (the **"First Amendment"**) is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Clutch Consulting Group, LLC, represented by Mandy Chapman Semple, Managing Partner (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Amendment shall be effective July 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on July 12, 2023, and effective July 1, 2023, the City and the Contractor entered into a professional services agreement to provide services to the unhoused population, such as housing assistance, case management and additional resources (the "**Agreement**"); and

WHEREAS, on July 1, 2025, the City and the Contractor, each having the authority to do so, desire to enter this First Amendment to extend the duration of the Agreement, increase compensation, and update essential provisions;

NOW THEREFORE, the City and the Contractor each having the authority to do so, amend the agreement as follows:

1. **Duration:** Pursuant to Article IV Section B of the Original Agreement, The First Amendment will extend the term of the Agreement for one year from July 1, 2025, to June 30, 2026.

2. ***Compensation*.** The compensation described in Article IV Section A is increased by $454,320.00, from $738,900 to a total amount not to exceed $1,193,220. The $454,320.00 added under this agreement shall be paid in accordance with the proposed payment plan in Exhibit A – Proposal for Expanded Technical Assistance, attached and incorporated herein ("**Exhibit A**"). However, all payments will be made based on invoices submitted by the Contractor for completed work as discussed in Articles I and III of the Agreement.

3. ***Services*.** Article I – The Contractor's Obligations shall be amended to include:

a. Under the term of the First Amendment, the Contractor shall provide all services outlined in its "Proposal for Expanded Technical Assistance" (Exhibit A).

4. ***Convicted Felon Statement*.** The Subrecipient swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5. **Non-Solicitation Statement:** The Subrecipient swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Subrecipient has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6. **Prior Terms Binding:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

CLUTCH CONSULTING GROUP, LLC

BY: _____
MANDY CHAMPAN SEMPLE, MANAGING PARTNER

_____
FEDERAL TAX I.D.

[EXHIBIT A CONTAINED ON NEXT PAGES]

EXHIBIT A

Clutch Consulting Group

Proposal for Expanded Technical Assistance (July 2025 – June 2026)

Prepared for City of New Orleans - OHSS

June 4, 2025

Proposed Activities

Activity 1: Inner Core Closure

Jul – Dec 2025	Closure Maintenance Planning and Implementation Coaching

Clutch will assist OHSS and partners to prepare a comprehensive zone closure plan for the inner core, define all closure maintenance activities and workflows, timeline, and support partner briefings to close the inner core to sleeping. In support of closure, Clutch will coach OHSS staff to prepare and implement a coordinated outreach plan and the deployment of rapid response street outreach teams, closure teams, and complex case team.
Activities include:

- Weekly planning and coaching calls
- Partner briefings
- Planning materials and slide decks

Cost: $3,750/month

Activity 2: Accelerating Exits from Shelter

Jul – Dec 2025	Accelerated Shelter Flow Project Manager

Clutch will provide up to a full FTE of project management capacity and associated subject matter experts to support the daily management activities required to meet shelter exit targets. This project manager will operate as an embedded member of the OHSS team and take direction directly from the OHSS Director and Deputy Director. Daily activities will include:

- Shelter roster management
- Facilitation of daily/weekly briefings
- Maintaining timely and accurate data tracking
- Coordinating with nonprofit partners to support accelerated exits
- Negotiating barriers to implementation success
- Participation in OHSS internal coordination and planning meetings
- Facilitating the test of diversion and rapid exit solutions
- Working with other Clutch staff to prepare the rapid exit model and workflows
- Overseeing the test of the rapid exit solutions

Cost: $15,000/month

Jul – Mar 2026	Diversion/Rapid Exit Subject Matter Expertise and Coaching

Clutch will provide targeted subject matter expertise and coaching to OHSS staff and providers to develop a new diversion and rapid exit program model, test the model, secure funding to scale the model, support the creation of an implementation work group and implementation plan to integrate diversion and rapid exit practices at appropriate entry points. Activities will include:

- Weekly coaching of OHSS staff to facilitate work group meetings
- Weekly work group prep and participation
- Preparation of program model, planning materials, implementation plan and other associated materials to support implementation.

Cost: $5,040/month

Activity 3: Central Command and Sustainability

Jul – Dec 2025	Family & Youth Planning Activities

Clutch, in partnership with OHSS, will facilitate a planning process with family and youth providers, including system modeling analysis (if data is available), to prepare plans to reach and sustain system equilibrium. Clutch will host monthly onsite work sessions with staff and partners to complete the process. Activities include:

- Monthly work sessions
- Planning journal
- Plan framework and copy
- Slide deck of results

Cost: $15,675/month

Jul – Jun 2026	Sustainable Funding Plan & Communications

Clutch, in partnership with OHSS, will prepare an investment map for homeless services to assist in the preparation of a plan to sustain funding and maintain an effective end to unsheltered homelessness. This will include preparing materials for the upcoming legislative session and supporting local leaders as they pursue sustainable revenue strategies. Activities include:

- Investment mapping
- Sustainable funding plan
- Performance dashboard and communications
- Copy for legislative engagement
- Slide decks and other materials to support socialization and communications
- Facilitation and participation in communications and leadership work group
- Weekly leadership team meetings and coaching calls

Cost: $12,100 /month

Activity 4: Stabilization Coaching

Jul – Jun 2026	Housing Stabilization Support and Training

Clutch will support OHSS to facilitate a weekly stabilization meeting with case managers as part of an active management structure to account for delivery, support capacity building and anticipate challenges. Activities include:

- Weekly prep meetings with staff
- Participation in weekly stabilization work group meetings
- Training support as needed to OHSS and providers
- Problem solving and subject matter expertise

Cost: $1,835/month

Jul – Mar 2026	Healthcare Leadership Work Group

Clutch, in partnership with OHSS and Public Health, will host regular healthcare leadership work group meetings to create solutions for complex cases, reliable pathways to higher levels of care, coordinated discharge planning and other healthcare coordination activities. Clutch will equip OHSS staff to take on specific coordination roles throughout the process. Activities include:

- Weekly coaching and prep calls
- Workflows and tracking materials
- Coordination meetings

Cost: $3,910/month

Estimated Cost of Activities

Costs will be billed at a flat rate inclusive of time and travel. Any deviation from the proposed activities may affect the billing structure and will be negotiated at the time of modification.

Activity	Cost
Activity 1: Inner Core Closure	
- Closure Maintenance Planning and Implementation Coaching	$ 22,500
Activity 2: Accelerating Exits from Shelter	
- Accelerated Shelter Flow Project Manager	$ 90,000
- Diversion/Rapid Exit Subject Matter Expertise and Coaching	$ 45,360
Activity 3: Central Command and Sustainability	
- Family & Youth Planning Activities	$ 94,050
- Sustainable Funding Plan & Communications	$145,200
Activity 4: Stabilization Coaching	
- Housing Stabilization Support and Training	$ 22,020
- Healthcare Leadership Work Group	$ 35,190
Total Cost	**$454,320**

Contact: Mandy Chapman Semple, mcs@clutchconsultingroup.com, 713-897-1528

Payment Schedule

Month	Activity 1	Activity 2	Activity 3	Activity 4	Monthly Total
Jul-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Aug-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Sep-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Oct-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Nov-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Dec-25	$3,750	$20,040	$27,775	$5,745	**$57,310**
Jan-26		$5,040	$12,100	$5,745	**$22,885**
Feb-26		$5,040	$12,100	$5,745	**$22,885**
Mar-26		$5,040	$12,100	$5,745	**$22,885**
Apr-26			$12,100	$1,835	**$13,935**
May-26			$12,100	$1,835	**$13,935**
Jun-26			$12,100	$1,835	**$13,935**
				Total	**$454,320**

1401

Calendar No. (Rev) (Exp)

Name Andrew Sensi Ext. 8635
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This is an amendment of a professional service agreement. The amendment adds one year to the term and compensation is increased by $454,320 to a total amount not to exceed $1,193,220.

1. Mathewsel Fields
Department Head

2.
Department of Law

3.
Chief Administrative Officer

4.
Director of Council Relations

5.
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7.
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Homeless Services and Strategies

Name of Contact Person: Nathaniel Fields

Telephone Number: 504.658.4148

Email Address: nathaniel.fields@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

To approve an amendment to a Professional Service Agreement with Clutch Consulting LLC.

Clutch wil continue to assist in the development and implementation of a plan to reduce street homelessness and increase affordable housing in the city. This extension is for an additional year

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-539

CITY HALL: **October 23, 2025**

BY: COUNCILMEMBER HARRIS (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's appointment of Nicholas Poche (vice Kelly Brown), as a member of the City Planning Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2033, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Nicholas Poche, the City Planning Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-

CITY HALL: August 7, 2025

BY: COUNCILMEMBER HARRIS (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Mayor's appointment of Nicholas Poche (vice Kelly Brown), as a member of the City Planning Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2033, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Nicholas Poche, the City Planning Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

1405

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Mayor's Office

Name of Contact Person: Valerie D. Bouldin

Telephone Number: 504.658.4977

Email Address: VBouldin@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

This motion is to appoint Nicholas Poche to the City Planning Commission.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: Orleans

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: City Planning Commission

Nominating entity or entity which nominee will represent: Mayor's Office

Name of nominee: Nicholas Poche

Domicile address (street name and zip code only): 2nd St. NOLA 70130

Street Name Zip Code

Do you claim a homestead exemption at this address? Yes: ☐ No: ☑

Month and year of birth: December 1980

Are you registered to vote in Orleans Parish? Yes: ☑ No: ☐

City Council district in which you are registered to vote: District B

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

Boston College, 2005-2007, Master's in Education, May 2007

Loyola University, 1999-2003, Bachelor's in Psychology, Aug 2003

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

Tulane University, 6823 St. Charles Ave. NOLA 70118, Assistant Director, July 2024 - Present

Oversee day-to-day administration and operations of the center; Administer internal grant research program; Plan, market, and execute public events

The Chicory House, 2727 Prytania St. NOLA 70130, General Manager, February 2023 - May 2023

Oversee day-to-day operations of a 25-table/70-seat restaurant and coffee café; Manage purchasing and inventory; Develop strategies for business growth,

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

Citizens' Police Academy (NOPD), 2023; Civic Leadership Academy (NOLA), 2023;

NOPD Volunteer Ambassador (2024)

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

No

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

No

Do you hold an elected office? If yes, please identify the office and your title:

No

Are you currently a candidate for any elective office? If yes, please identify the office:

No

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

No

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

No

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

N/A

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: ☑ No: ☐

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

No

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

No

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

None known

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes ☑ No ☐

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this 8th day of July, 20 25

Nominee Signature

Notary Public
Commission Expires: upon death
Julia Thibodaux
Bar # 30756
Notary # 150904

MOTION

NO. M-25-540

CITY HALL: **October 23, 2025**

BY: COUNCILMEMBERS MORRELL AND HARRIS (BY REQUEST)

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's reappointment of Roger Hadfield "Field" Ogden II, as a member of the Audubon Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2031, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Roger Hadfield "Field" Ogden II, the Audubon Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-

CITY HALL: December 18, 2025

BY: COUNCILMEMBERS HARRIS AND MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Mayor's reappointment of Roger Hadfield "Field" Ogden II, as a member of the Audubon Commission, effective upon approval by the Council of the City of New Orleans, to serve a term ending on June 30, 2031, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Roger Hadfield "Field" Ogden II, the Audubon Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Mayor's Office

Name of Contact Person: Valerie D. Bouldin

Telephone Number: 504.658.4977

Email Address: VBouldin@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

This motion is to reappoint Field Ogden to the Audubon Commission.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: ORLEANS

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: AUDUBON PARK COMMISSION

Nominating entity or entity which nominee will represent: MAYOR

Name of nominee: ROGER HADFIELD OGDEN, II (FIELD)

Domicile address (street name and zip code only): BRITANNIA ST. 70115
Street Name Zip Code

Do you claim a homestead exemption at this address? Yes: ☑ No: ☐

Month and year of birth: MARCH 1973

Are you registered to vote in Orleans Parish? Yes: ☑ No: ☐

City Council district in which you are registered to vote: 11/9

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

HARVARD UNIVERSITY. B.A. 1995

LOUISIANA STATE UNIVERSITY. MD. 2001

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

SOUTHERN ORTHOPAEDIC SPECIALISTS. NEW ORLEANS, LA.

ORTHOPAEDIC SURGEON, PARTNER 9/2007 – today

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

None

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

No

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

No

Do you hold an elected office? If yes, please identify the office and your title:

No

Are you currently a candidate for any elective office? If yes, please identify the office:

No

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

No

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

No

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

American Academy of Orthopaedic Surgeons, American Orthopaedic Foot and Ankle Society, American Board of Orthopaedic Surgeons.

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: ☑ No: ☐

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

No

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

No

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

No

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes [✓] No [ ]

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this seventh day of August, 2025

Nominee Signature

Max V. Camp
Notary Public
Commission Expires: At death.

MAX V. CAMP
Notary Public - State of Louisiana
Notary ID Number 149473

MOTION

NO. M-25-541

CITY HALL: **October 23, 2025**

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's appointment of Brian Bourgeois (vice Romauldo Gonzalez), as a member of the New Orleans Building Corporation, effective upon approval by the Council of the City of New Orleans, to serve at the pleasure of the mayor, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Brian Bourgeois, the New Orleans Building Corporation, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-

CITY HALL: October 23, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Mayor's appointment of Brian Bourgeois (vice Romauldo Gonzalez), as a member of the New Orleans Building Corporation, effective upon approval by the Council of the City of New Orleans, to serve at the pleasure of the mayor, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Brian Bourgeois, the New Orleans Building Corporation, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Mayor's Office

Name of Contact Person: Valerie D. Bouldin

Telephone Number: 504.658.4977

Email Address: VBouldin@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

This motion is to appoint Brian Bourgeois to the New Orleans Building Corporation.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: ORLEANS

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: New Orleans Building Corporation

Nominating entity or entity which nominee will represent: _____

Name of nominee: BRIAN BOURGEOIS

Domicile address (street name and zip code only): LOUISA ST. 70117

Street Name Zip Code

Do you claim a homestead exemption at this address? Yes: ☐ No: ☑

Month and year of birth: JULY 1989

Are you registered to vote in Orleans Parish? Yes: ☑ No: ☐

City Council district in which you are registered to vote: C

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

2003-2007 VANDEBILT CATHOLIC HIGH SCHOOL - HOUMA, LA - HS DIPLOMA

2007-2011 LSU - BATON ROUGE, LA - B.S. INTERNATIONAL TRADE & FINANCE

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

JOY THEATER, NEW ORLEANS, LA - GENERAL MANAGER

JULY 2021 - PRESENT

RESPONSIBLE FOR DAY TO DAY OPERATIONS FOR THE HISTORIC THEATER.

OVERSEE ALL DEPARTMENTS, BOOKINGS, AND FINANCIALS.

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

I do not have an previous public service experience, but I am very excited to share my

knowledge and industry experience for the public good and fellow New Orleanians.

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

NO

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

NO

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

NO

Do you hold an elected office? If yes, please identify the office and your title:

NO

Are you currently a candidate for any elective office? If yes, please identify the office:

NO

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

NO

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

NO

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: ☑ No: ☐

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

NO

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

NO

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

NO

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

NO

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes ☑ No ☐

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this 30th day of June, 20 25

B. B.
Nominee Signature

Notary Public
Commission Expires: on death

ANDREW GREGORIAN
Notary Public
State of Louisiana
Orleans Parish
Bar Roll # 32863
My Commission is for Life

MOTION

NO. M-25-544

CITY HALL: October 23, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

WHEREAS, Section 2-905(a) of the City Code states: "[b]eginning in 2025, the city shall no longer purchase, lease, or otherwise acquire passenger vehicles powered by fossil-fuel-burning internal combustion engines and may purchase, lease, or otherwise acquire only passenger vehicles powered by alternative propulsion technologies, including plug-in electric hybrid vehicles, battery-electric vehicles, hydrogen fuel cell vehicles, and any vehicle propelled by a zero-tailpipe-emissions technology, as defined by the U.S. Department of Energy and/or the U.S. Environmental Protection Agency"; and

WHEREAS, Section 2-905 further provides that any exemption from Section 2-905(a) must be approved by council motion; and

WHEREAS, the Office of the Inspector General ("OIG") wishes to purchase a vehicle to facilitate operations of the department, including for use by investigators; and

WHEREAS, the OIG seeks an exemption to the requirements of Section 2-905 based on the OIG's operational requirements for law-enforcement vehicles, the limitations on charging infrastructure at OIG facilities, and other substantial, valid public-safety justifications; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, in accordance with City Code Sec. 2-905(b), that the Council hereby approves a one-time exemption from the requirements of City Code Sec. 2-905(a) that shall permit the Office of the Inspector General to acquire a passenger vehicle that does not meet the emissions standards established by Section 2-905(a).

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-545

CITY HALL: October 23, 2025

BY: COUNCILMEMBER MORRELL

SECONDED BY:

WHEREAS, the Mayor nominated Tenisha Stevens, replacing Dr. Tamika Duplessis, as a member of the Sewerage and Water Board of New Orleans, representing District E; and

WHEREAS, Council staff received notice of the nomination on October 2, 2025; and

WHEREAS, La. Rev. Stat. § 33:4071(2)(e) requires the Council to approve or disapprove the nomination within 30 days of receipt; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's appointment of Tenisha Stevens (vice Dr. Tamika Duplessis), as a member of the Sewerage and Water Board, representing District E is hereby disapproved.

BE IT FURTHER MOVED, the Clerk of Council shall immediately provide a certified copy of this motion to the Sewerage and Water Board and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND, RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-556

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS GIARUSSO AND THOMAS (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council ("Council") shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans' completed the procurement process in November of 2023 and the City of New Orleans contracted with OpenGov, Inc to provide professional services including the provision and implementation of an Enterprise Asset Management System to automate the tracking and processing of infrastructure and capital assets; and

WHEREAS, the parties desire to enter into Amendment No. 1 to the professional master services agreement, which will extend the agreement through June 26, 2027 and will increase the maximum amount payable under this agreement from $1,623,010.00 to $1,854,010.00, an increase of $231,000.00 for the continuity of services, as more fully provided for in Amendment No. 1, attached hereto as Exhibit "A"; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No. 1 to the professional services agreement between the City of New Orleans and OpenGov, Inc., which is attached hereto as Exhibit "A".

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion and Amendment No. 1 to the professional master services agreement to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT “A”

AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

OPENGOV, INC.

INFRASTRUCTURE AND CAPITAL ASSET MANAGEMENT SYSTEM

AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

OPENGOV, INC.

ASSET MANAGEMENT SYSTEM

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and OpenGov, Inc. represented by Sam Kramer, Vice President, Finance (the "**Contractor**"). The City and Contractor are sometimes each referred to as the "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City and Contractor are parties to a master services agreement dated effective June 27, 2024 (the "**Agreement**") for the Contractor to provide professional services including provision and implementation of an enterprise asset management system to automate the tracking and processing of infrastructure and capital assets;

WHEREAS, the City and Contractor, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services and to increase compensation for basic services;

NOW THEREFORE, for good and valuable consideration, the City and Contractor amend the Agreement as follows:

A. EXTENSION. The term of the Agreement is extended for one (1) additional year from June 27, 2026, through June 26, 2027.

B. FEES ADDED BY THIS AMENDMENT. In accordance to Article IV of the Agreement, the City will pay Contractor an additional **$231,000.00** in compensation for continued basics services.

C. MAXIMUM AMOUNT. The maximum aggregate amount payable by the City for all services performed under this Agreement is not to exceed **$1,854,010.00.** This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

D. CONVICTED FELON STATEMENT. Contractor swears that it complies with City Code Section § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

E. NON-SOLICITATION STATEMENT. Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for

it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

F. ELECTRONIC SIGNATURE AND DELIVERY. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

G. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____**, 2025.**

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

OPENGOV, INC.

BY: _____

SAM KRAMER, VICE PRESIDENT, FINANCE

_____

CORPORATE TAX I.D. NO.

1437

Calendar No. (Rev)
(Exp)

Name PATRICK JUDGE 504-658-8689 Ext. 504-657-4858
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion to authorize the City Council of the City of New Orleans to authorize that the President of the Council be added as a signatory to the Amendment No. 1 to the professional master services agreement between the City of New Orleans and OpenGov, Inc. for continued services for the City's infrastructure and asset management system. Amendment No. 1 will increase the maximum amount of the Agreement from $1,623,010.00 to $1,854,010.00 an increase of $231,000.00.

1. _____
Department Head PDU Director Deputy CAO

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. Elizabeth Brusseau
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This contract will supply affordable housing in the Mid-City area. There will be one-hundred three (103) affordable units, for this rental housing activity

2. **The parties involved:** City of New Orleans Office of Housing Policy & Office of Community Development and BW Cooper Senior, L.L.C.

3. **The obligations, expectations, and deliverables of the parties involved:** BW Cooper Senior, L.L.C. has been award General Obligation Bond Funds 2. by the City Department mentioned above . The organization will newly construct housing units. There will be a total of 103 units in the development, and all the units will be funded by the City of New Orleans .

4. **The duration of the contract:**

5. **The cost and any fiscal implications of the contract for the City:** $4,065,000.00 in the City's General Obligation Bond Funds 2.

6. **Describe disadvantaged business enterprise (DBE) participation:** Office of Supplier Diversity issued a DBE Validation for BW Cooper Senior, L.L.C. The bidder/respondent did meet the goal, and did demonstrate the required minimum good faith efforts to meet the goal. The Organizations DBE Commitment at this time is 35%.

Reference: Council Rule 57 & City Code Section 70-10

New Orleans City Council

Public Notice

Executive Session

NOTICE IS HEREBY GIVEN THAT PURSUANT TO LOUISIANA REVISED STATUTE §§ 42:16 AND 42:17(A)(2), THE COUNCIL OF THE CITY OF NEW ORLEANS MAY CONVENE IN EXECUTIVE SESSION DURING ITS OCTOBER 23, 2025 MEETING FOR THE PURPOSE OF DISCUSSING THE FOLLOWING LITIGATION:

- *Bret Bodin; Darian Morgan; Brad Newell; Michael Rosas; Mid-City Mike Rentals, LLC; and AirBnB, Inc. v. City of New Orleans*, Civ. Action No. 25-cv-00329, United States District Court for the Eastern District of Louisiana, Judge Jay C. Zainey
- *Samantha Hignell-Stark; White Spider Rental Concierge, LLC; Russel Frank; Samantha and Bob McRaney; and Jimmie Taylor v. City of New Orleans*, Civ. Action No. 19-cv-13773, consolidated with *Kurt Klebe v. City of New Orleans*, Civ. Action No. 22-2991, United States District Court for the Eastern District of Louisiana, Judge Ivan L.R. Lemelle

THE **OCTOBER 23, 2025** MEETING IS SCHEDULED TO COMMENCE AT **10:00 A.M**. AND WILL BE CONDUCTED IN PERSON IN COUNCIL CHAMBERS, CITY HALL, 1300 PERDIDO STREET, NEW ORLEANS, LOUISIANA.

POSTED: 10:35.a.m., October 20, 2025

LORA W. JOHNSON
CLERK OF COUNCIL

FOR MORE INFORMATION, CONTACT MS. LORA W. JOHNSON AT (504) 658-1085 OR E-MAIL lwjohnson@nola.gov.

DEPARTMENT OF FINANCE

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROMY S. SAMUEL
DIRECTOR OF FINANCE

October 6, 2025

Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

RE: Monthly Outstanding Invoice Report as of 9/30/25

In accordance with Ordinance 34,379, attached please find a report of all invoices as of 9/30/25.

Please add to October 23, 2025 City Council Agenda.

Sincerely,

Romy S. Samuel
Director of Finance

Department	Description	Vendor
2010	Council Central Office	326
2010	Council Central Office	326
4599	Capital - Property Management	7327
2010	Council Central Office	326
2010	Council Central Office	357
2010	Council Central Office	357
2010	Council Central Office	409
2010	Council Central Office	436
2010	Council Central Office	436
2010	Council Central Office	445
2010	Council Central Office	445
2010	Council Central Office	445
2010	Council Central Office	494
2010	Council Central Office	1594
2010	Council Central Office	1594
2010	Council Central Office	1956
2010	Council Central Office	2275
2010	Council Central Office	2275
2010	Council Central Office	2275
2010	Council Central Office	4415
2010	Council Central Office	4415
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	1085
2251	Capital - CAO	4472
2251	Capital - CAO	4472
4599	Capital - Property Management	4623
4599	Capital - Property Management	4623
		2
		4388
		5778
BAL	Balance Sheet	2
2010	Council Central Office	4415
2251	Capital - CAO	1689
2010	Council Central Office	4415

2010	Council Central Office	4415
2010	Council Central Office	4415
2010	Council Central Office	4425
4047	Non Operating Debt Service	1619
2010	Council Central Office	4425
2010	Council Central Office	4425
2010	Council Central Office	4807
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5331
2010	Council Central Office	5559
2010	Council Central Office	5559
2010	Council Central Office	5559
2010	Council Central Office	7683
2011	Council at Large 1	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2012	Council at Large 2	4415
2013	City Council District A	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2014	City Council District B	4415
2015	City Council District C	409
2016	City Council District D	4415
2016	City Council District D	4415
2016	City Council District D	4415
2020	Clerk of City Council	67
2020	Clerk of City Council	445
2020	Clerk of City Council	4025
2020	Clerk of City Council	4415
2020	Clerk of City Council	4415
2040	City Council Fiscal Office	4415
2050	Utility Regulatory and Energy	326
2050	Utility Regulatory and Energy	326
2050	Utility Regulatory and Energy	4415
2050	Utility Regulatory and Energy	5122
2050	Utility Regulatory and Energy	6377
2050	Utility Regulatory and Energy	6377

2050	Utility Regulatory and Energy	6983
2080	Annual Audit	7797
2080	Annual Audit	7797
2101	Mayor's Office	31
2101	Mayor's Office	445
2101	Mayor's Office	494
2101	Mayor's Office	843
2101	Mayor's Office	1252
2101	Mayor's Office	4025
2101	Mayor's Office	4611
2101	Mayor's Office	4807
2101	Mayor's Office	5331
2107	Office of Human Rights & Equity	445
2107	Office of Human Rights & Equity	7705
2107	Office of Human Rights & Equity	7705
2107	Office of Human Rights & Equity	7710
2112	Intergovernmental Relations	160
2112	Intergovernmental Relations	445
2112	Intergovernmental Relations	529
2112	Intergovernmental Relations	1328
2112	Intergovernmental Relations	4025
2112	Intergovernmental Relations	4477
2112	Intergovernmental Relations	4611
2112	Intergovernmental Relations	4611
2112	Intergovernmental Relations	5033
2115	Communications	5564
2115	Communications	5564
2119	Hazard Mitigation	6141
2119	Hazard Mitigation	6261
2119	Hazard Mitigation	6434
2119	Hazard Mitigation	6810
2119	Hazard Mitigation	6853
2119	Hazard Mitigation	6893
2119	Hazard Mitigation	7116
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	26
2120	Public Safety Support	160
2120	Public Safety Support	327
2120	Public Safety Support	529
2120	Public Safety Support	529

2120	Public Safety Support	535
2120	Public Safety Support	772
2120	Public Safety Support	1043
2120	Public Safety Support	1043
2120	Public Safety Support	1945
2120	Public Safety Support	3058
2120	Public Safety Support	3058
2120	Public Safety Support	4477
2120	Public Safety Support	4477
2120	Public Safety Support	4477
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	4942
2120	Public Safety Support	5161
2120	Public Safety Support	6340
2120	Public Safety Support	6426
2120	Public Safety Support	6426
2124	Federal Homeland Security	772
2124	Federal Homeland Security	1043
2124	Federal Homeland Security	4477
2124	Federal Homeland Security	4477
2124	Federal Homeland Security	4868
2127	Commissioner of Criminal Justice	399
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	445
2127	Commissioner of Criminal Justice	494
2127	Commissioner of Criminal Justice	2335
2127	Commissioner of Criminal Justice	3972
2127	Commissioner of Criminal Justice	4515
2127	Commissioner of Criminal Justice	4611
2127	Commissioner of Criminal Justice	4611
2127	Commissioner of Criminal Justice	5331
2127	Commissioner of Criminal Justice	6404
2127	Commissioner of Criminal Justice	7653
2127	Commissioner of Criminal Justice	7880
2130	Office of Homeland Security	357
2130	Office of Homeland Security	494
2130	Office of Homeland Security	494
2130	Office of Homeland Security	535
2130	Office of Homeland Security	4477
2130	Office of Homeland Security	5564
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793

2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	6793
2132	Economic Development	7071
2132	Economic Development	7402
2132	Economic Development	7462
2132	Economic Development	7686
2132	Economic Development	7686
2132	Economic Development	7686
2136	Office of Cultural Economy	1252
2136	Office of Cultural Economy	1252
2136	Office of Cultural Economy	4492
2138	Office of Nighttime Economy	5150
2142	Office of Resilience and Sustainability	445
2142	Office of Resilience and Sustainability	1040
2142	Office of Resilience and Sustainability	1040
2142	Office of Resilience and Sustainability	2357
2142	Office of Resilience and Sustainability	2958
2142	Office of Resilience and Sustainability	6516
2142	Office of Resilience and Sustainability	7516
2142	Office of Resilience and Sustainability	7516
2142	Office of Resilience and Sustainability	7744
2165	Office of Youth and Families	178
2165	Office of Youth and Families	178
2165	Office of Youth and Families	1252
2165	Office of Youth and Families	1252
2165	Office of Youth and Families	1752
2165	Office of Youth and Families	1752
6299	Capital - Parks and Parkway	302
2165	Office of Youth and Families	4634
2166	Homeless Programs & Strategy	157
2166	Homeless Programs & Strategy	178
2166	Homeless Programs & Strategy	178
2166	Homeless Programs & Strategy	445
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	793
2166	Homeless Programs & Strategy	3167
2166	Homeless Programs & Strategy	3556
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4374
2166	Homeless Programs & Strategy	4516

2166	Homeless Programs & Strategy	4516
2176	Office of Neighborhood Engagement	445
2176	Office of Neighborhood Engagement	445
2176	Office of Neighborhood Engagement	1252
2176	Office of Neighborhood Engagement	1252
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	5331
2176	Office of Neighborhood Engagement	7547
2176	Office of Neighborhood Engagement	7560
2176	Office of Neighborhood Engagement	7871
2178	Supplier Diversity	1252
2178	Supplier Diversity	1252
2181	Mayor's Office Miscellaneous Donations	7220
2188	Grant Operations - Mayor's Office	4477
2188	Grant Operations - Mayor's Office	4477
2188	Grant Operations - Mayor's Office	7851
2188	Grant Operations - Mayor's Office	7862
2193	Ceasefire	2335
2193	Ceasefire	2335
2215	Executive Office	160
2215	Executive Office	160
2215	Executive Office	236
2215	Executive Office	432
6899	Capital - Mosquito Control	6019
2215	Executive Office	486
2215	Executive Office	529
2215	Executive Office	535
2215	Executive Office	569
2215	Executive Office	1043
2215	Executive Office	1043
2215	Executive Office	1392
2215	Executive Office	2324
2252	Stormwater and Green Infrastructure	3857
2215	Executive Office	3924
2215	Executive Office	4025
2215	Executive Office	4415
2251	Capital - CAO	236
2215	Executive Office	4415
2215	Executive Office	4415
2215	Executive Office	5559
2215	Executive Office	6082
2215	Executive Office	6092
2215	Executive Office	6092
2215	Executive Office	6092
2215	Executive Office	6092

2215	Executive Office	6092
2215	Executive Office	6127
2215	Executive Office	6161
2215	Executive Office	6432
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6471
2215	Executive Office	6473
2215	Executive Office	6473
2215	Executive Office	6474
2215	Executive Office	6708
2215	Executive Office	6726
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2215	Executive Office	6738
2215	Executive Office	6738
2215	Executive Office	6760
2215	Executive Office	6875
2215	Executive Office	6934
2215	Executive Office	7189
2215	Executive Office	7189
2215	Executive Office	7190
2215	Executive Office	7221
2215	Executive Office	7221
2215	Executive Office	7574
2215	Executive Office	7659
2215	Executive Office	7662
2215	Executive Office	7683
2215	Executive Office	7683
2215	Executive Office	7931
2231	Information Systems Management	236
2231	Information Systems Management	236
2231	Information Systems Management	344
2231	Information Systems Management	344
2231	Information Systems Management	843
2231	Information Systems Management	843
2231	Information Systems Management	843
2231	Information Systems Management	1043
2231	Information Systems Management	1252
2231	Information Systems Management	3873
2231	Information Systems Management	3873
2231	Information Systems Management	4415
2231	Information Systems Management	4415

2252	Stormwater and Green Infrastructure	343
2231	Information Systems Management	4415
2231	Information Systems Management	4415
2231	Information Systems Management	4415
2231	Information Systems Management	4415
2231	Information Systems Management	4415
2231	Information Systems Management	4868
2231	Information Systems Management	5161
2231	Information Systems Management	6738
2231	Information Systems Management	7433
2231	Information Systems Management	7433
2232	Technology Programs	445
2232	Technology Programs	445
2232	Technology Programs	445
2233	City Light and Gas	386
2236	ERP-Enterprise Resource Plan	163
2236	ERP-Enterprise Resource Plan	236
2236	ERP-Enterprise Resource Plan	1689
2236	ERP-Enterprise Resource Plan	1689
2236	ERP-Enterprise Resource Plan	1689
2275	Benefits Administration	290
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2252	Stormwater and Green Infrastructure	1355
2275	Benefits Administration	290
2275	Benefits Administration	290
2275	Benefits Administration	290
2275	Benefits Administration	290
2275	Benefits Administration	1279
2275	Benefits Administration	1279
2275	Benefits Administration	6079
2275	Benefits Administration	6079
2277	Personnel and Training Office	160
2277	Personnel and Training Office	529
2277	Personnel and Training Office	529
2281	Central Adjudication Bureau	409
2281	Central Adjudication Bureau	409
2281	Central Adjudication Bureau	638
2281	Central Adjudication Bureau	638
2281	Central Adjudication Bureau	638
2281	Central Adjudication Bureau	1010

2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1010
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2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1010
2281	Central Adjudication Bureau	1467
2281	Central Adjudication Bureau	1467
2281	Central Adjudication Bureau	1491
2281	Central Adjudication Bureau	6795
2285	Capital Projects - CAO	357
5099	Capital - Streets	3880
2285	Capital Projects - CAO	445
2285	Capital Projects - CAO	445
2285	Capital Projects - CAO	445
2285	Capital Projects - CAO	535
2285	Capital Projects - CAO	5331
2285	Capital Projects - CAO	5331
2287	CAO - Internal Audit	7683
2297	General Maintenance	59
2297	General Maintenance	59
2297	General Maintenance	59
2297	General Maintenance	59
2297	General Maintenance	59
2297	General Maintenance	59
2297	General Maintenance	59
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2297	General Maintenance	59
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2297	General Maintenance	59
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2297	General Maintenance	66
2297	General Maintenance	66
2297	General Maintenance	66
2297	General Maintenance	142
2297	General Maintenance	142
2297	General Maintenance	142
2297	General Maintenance	142
2297	General Maintenance	205
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
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2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	242
2297	General Maintenance	275
2297	General Maintenance	302
2297	General Maintenance	357
2297	General Maintenance	445
2297	General Maintenance	535
2297	General Maintenance	560
2297	General Maintenance	560
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2297	General Maintenance	560

2297	General Maintenance	1032
2297	General Maintenance	1219
2297	General Maintenance	1219
2297	General Maintenance	1774
2297	General Maintenance	2330
2297	General Maintenance	5080
2297	General Maintenance	5080
2297	General Maintenance	5080

2297	General Maintenance	5080
2297	General Maintenance	5080
2297	General Maintenance	5331
2297	General Maintenance	6450
2297	General Maintenance	6760
2297	General Maintenance	6760
2297	General Maintenance	6760
2297	General Maintenance	6760
2298	Fuel Supply	59
2298	Fuel Supply	59
2298	Fuel Supply	59
2298	Fuel Supply	59
2298	Fuel Supply	59
2298	Fuel Supply	59
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
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2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	314
2298	Fuel Supply	338
2298	Fuel Supply	529
2298	Fuel Supply	551
2298	Fuel Supply	551
2298	Fuel Supply	551
2298	Fuel Supply	551
2298	Fuel Supply	551
2298	Fuel Supply	551
2298	Fuel Supply	551
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2298	Fuel Supply	551
2298	Fuel Supply	625
2298	Fuel Supply	625
2298	Fuel Supply	625

2298	Fuel Supply	1044
2298	Fuel Supply	1044
2298	Fuel Supply	1044
2298	Fuel Supply	1219
2298	Fuel Supply	1252
2298	Fuel Supply	1252
2298	Fuel Supply	1252
2298	Fuel Supply	1573
2298	Fuel Supply	2092
2298	Fuel Supply	2139
2298	Fuel Supply	2139
2298	Fuel Supply	3520
2298	Fuel Supply	4503
2298	Fuel Supply	4942
2298	Fuel Supply	4942
2298	Fuel Supply	5080
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2298	Fuel Supply	5080
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2298	Fuel Supply	6559

2298	Fuel Supply	6559
2298	Fuel Supply	6559
2298	Fuel Supply	7878
2299	Equipment Account	66
2299	Equipment Account	66
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2299	Equipment Account	66
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2299	Equipment Account	66
2299	Equipment Account	66
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2299	Equipment Account	66
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2299	Equipment Account	1956
2299	Equipment Account	1956
2299	Equipment Account	7034
2299	Equipment Account	7034
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	336
2310	Law Administration	436
2310	Law Administration	445
2310	Law Administration	445
2310	Law Administration	494
2310	Law Administration	506
2310	Law Administration	525
2310	Law Administration	525
2310	Law Administration	843
2310	Law Administration	843
2310	Law Administration	1034
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2310	Law Administration	1034
2310	Law Administration	1034

2310	Law Administration	1034
2310	Law Administration	4025
2310	Law Administration	4025
2310	Law Administration	5331
2310	Law Administration	7946
2312	Law Contracts	1355
2312	Law Contracts	1355
2312	Law Contracts	1355
2312	Law Contracts	1355
2312	Law Contracts	1355
2312	Law Contracts	1355
2312	Law Contracts	1355
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2312	Law Contracts	1355
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2312	Law Contracts	1355
2312	Law Contracts	1355
2401	Code Enforcement Operations	67
2401	Code Enforcement Operations	436
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	445
2401	Code Enforcement Operations	529
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2401	Code Enforcement Operations	529
2401	Code Enforcement Operations	529
2401	Code Enforcement Operations	529
2401	Code Enforcement Operations	529
2401	Code Enforcement Operations	1273
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2401	Code Enforcement Operations	1273
2401	Code Enforcement Operations	1273
2401	Code Enforcement Operations	4415
2401	Code Enforcement Operations	4415
2401	Code Enforcement Operations	4421

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2401	Code Enforcement Operations	4421
2401	Code Enforcement Operations	4807
2401	Code Enforcement Operations	4807
2401	Code Enforcement Operations	4868
2401	Code Enforcement Operations	4868
2401	Code Enforcement Operations	5559
2401	Code Enforcement Operations	6418
2510	Fire Administration	494
2510	Fire Administration	545
2513	Fire Safety	160
2513	Fire Safety	160
2513	Fire Safety	529
2514	Fire Logistics	131
2514	Fire Logistics	131
2514	Fire Logistics	131
2514	Fire Logistics	131
2514	Fire Logistics	131
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2514	Fire Logistics	131
2514	Fire Logistics	131
2514	Fire Logistics	131
2514	Fire Logistics	256
2514	Fire Logistics	256
2514	Fire Logistics	308
2514	Fire Logistics	370
2514	Fire Logistics	428
2514	Fire Logistics	428
2514	Fire Logistics	507
2514	Fire Logistics	507
2514	Fire Logistics	771
2514	Fire Logistics	3058
2514	Fire Logistics	3058
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2514	Fire Logistics	7408
2523	Fire Special Operations	5619

2523	Fire Special Operations	5619
2523	Fire Special Operations	5619
2523	Fire Special Operations	5619
2530	Fire Academy Training	326
2530	Fire Academy Training	326
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2601	Safety and Permits Directors Office	5559
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2702	Office of the Superintendent	5331
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3024	N O TRANSFER	4868
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3691	Emergency Medical Service Train Ed	3860
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3696	Emergency Medical Service Logi	2205
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6501	Vieux Carre Commission	445
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7007	NORD CDBG Summer Programs	7792
7017	Miscellaneous Risk Mangement	6760
7020	Office of Police Secondary Employment	445
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7101	Office of Inspector General	1043
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7103	Independent Police Monitor	160
7103	Independent Police Monitor	236
7103	Independent Police Monitor	357
7103	Independent Police Monitor	845
7103	Independent Police Monitor	1043
7103	Independent Police Monitor	1328
7103	Independent Police Monitor	3825
7103	Independent Police Monitor	4415
7103	Independent Police Monitor	4492
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7103	Independent Police Monitor	5378
7103	Independent Police Monitor	6763
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7103	Independent Police Monitor	7336
7103	Independent Police Monitor	7527
7115	Mayor'S Summer Youth Program	347
7115	Mayor'S Summer Youth Program	445
7115	Mayor'S Summer Youth Program	529
7120	Reserves Police Consent Decree	1810
7120	Reserves Police Consent Decree	5369
7120	Reserves Police Consent Decree	5369
7245	Tax Increment Financing (Tif)	1613
7245	Tax Increment Financing (Tif)	1613
7288	Grant Operations - Workforce Investment	157
7288	Grant Operations - Workforce Investment	843
7288	Grant Operations - Workforce Investment	4942
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7588	Office of Community Development Grant Operations	327
7588	Office of Community Development Grant Operations	2079
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7588	Office of Community Development Grant Operations	2478
7588	Office of Community Development Grant Operations	3556
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7588	Office of Community Development Grant Operations	5514
7588	Office of Community Development Grant Operations	5631
7588	Office of Community Development Grant Operations	7257
7589	OCD-ARPA	4367
7702	Municipal Participation Grant Ll	561
7703	Municipal Participation Grant Lll	360
7705	Municipal Participation Grant V	1086
7705	Municipal Participation Grant V	1086
7706	Municipal Participation Grant VI	569
7707	Municipal Participation Grant Vll	4388
7741	Nola Youth Works Summer Program	2489
7741	Nola Youth Works Summer Program	7575
8101	District Attorney	307
8201	Coroner's Administration	1537
8201	Coroner's Administration	1945
8201	Coroner's Administration	3687
8201	Coroner's Administration	3688
8201	Coroner's Administration	3945
8201	Coroner's Administration	3954
8201	Coroner's Administration	5331
8201	Coroner's Administration	6725
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8201	Coroner's Administration	7132
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8201	Coroner's Administration	7178
8201	Coroner's Administration	7202
8201	Coroner's Administration	7202
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8201	Coroner's Administration	7203
8201	Coroner's Administration	7203
8201	Coroner's Administration	7211
8201	Coroner's Administration	7211
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8201	Coroner's Administration	7227
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8201	Coroner's Administration	7944
8201	Coroner's Administration	7944
8201	Coroner's Administration	7944
8201	Coroner's Administration	7944
8201	Coroner's Administration	7944
8371	Criminal District Court Personnel	447
8501	Office Of The Sheriff	298
8503	Parish Prison Medical	7183
8503	Parish Prison Medical	7309
8503	Parish Prison Medical	7309
8620	Clerk Pre-Court	305
8620	Clerk Pre-Court	305
8620	Clerk Pre-Court	347
8751	Registrar of Voters	445
8751	Registrar of Voters	445
8751	Registrar of Voters	445
8751	Registrar of Voters	3849
8751	Registrar of Voters	3849
8751	Registrar of Voters	3849
8751	Registrar of Voters	3849
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8751	Registrar of Voters	3849
8751	Registrar of Voters	3849
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8751	Registrar of Voters	4477
8751	Registrar of Voters	4611
8751	Registrar of Voters	4611
8751	Registrar of Voters	4611
8751	Registrar of Voters	4611
8751	Registrar of Voters	4826
8751	Registrar of Voters	4826
8751	Registrar of Voters	4826
8751	Registrar of Voters	4826
8910	New Orleans Aviation Board	6416

Vendor Name
CDW Government LLC
CDW Government LLC
OpenGov
CDW Government LLC
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
HON Company
Thomson Reuters
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Hammerman & Gainer
Hammerman & Gainer
Merchants Automotive Group, In
Coca Cola Bottling Company Un
Coca Cola Bottling Company Un
Coca Cola Bottling Company Un
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
Battco Construction & Maintenanace
VERGES ROME ARCHITECTS APC
VERGES ROME ARCHITECTS APC
NANO LLC
NANO LLC
Employee Expense
TOTAL COMMUNITY ACTION INC
CaseWare
Employee Expense
LOUISIANA OFFICE PRODUCTS
Presidio Networked Solutions
LOUISIANA OFFICE PRODUCTS

LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
AL'S PEST CONTROL SERVICE INC.
STATE OF LOUISIANA OFFICE OF F
AL'S PEST CONTROL SERVICE INC.
AL'S PEST CONTROL SERVICE INC.
Car Wash Blues, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Metropolis Technologies, Inc.
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
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LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
HON Company
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Rite Choice Uniforms, Inc
KYOCERA DOCUMENT SOLUTIONS
KENTWOOD SPRINGS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
CDW Government LLC
CDW Government LLC
LOUISIANA OFFICE PRODUCTS
Crescent Multimedia Solutions
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.
Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.

Budget Blinds of New Orleans
Sean M Bruno CPAs
Sean M Bruno CPAs
PENNANT SHOP INC
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
T-Mobile
Rouse's Enterprises LLC
KENTWOOD SPRINGS
GBP DIRECT, INC.
Car Wash Blues, LLC
Crescent City Coffee, LLC
KYOCERA DOCUMENT SOLUTIONS
Omicron Technology Solutions, LLC
Omicron Technology Solutions, LLC
Nine to Three LLC
Alere Toxicology Services, Inc
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
N.O.Vative Printing
KENTWOOD SPRINGS
Lagniappe Travel Services, Inc
GBP DIRECT, INC.
GBP DIRECT, INC.
Mele Printing
Deaf Action Center Interpreting Services LLC
Deaf Action Center Interpreting Services LLC
Victoria Vu
John Cardinale
Quincy Crawford
Darlene B. Reed
Jessica Alvendia
Justin Roubion
Debra A. Owens
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
A.P.E., Inc.
Alere Toxicology Services, Inc
J.R. Poole Companies LLC
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory

Community Coffee Company, LLC
Fastenal Company
Cellco Partnership
Cellco Partnership
Supreme Developers LLC
Avexon, LLC
Avexon, LLC
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Graybar Electric
Anixter, a WESCO Co.
National Real Time Crime Center Association
National Real Time Crime Center Association
Fastenal Company
Cellco Partnership
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
W.W. Grainger, Inc.
Downtown Development District
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Ubuntu Village Nola
NEW ORLEANS FAMILY JUSTICE
Family Center of Hope Inc.
GBP DIRECT, INC.
GBP DIRECT, INC.
Crescent City Coffee, LLC
Claude's Tint Shop
National Assessment Center Association
America Wild, LLC
Kentwood Springs a Brand of DS
Cox Communications Inc
Cox Communications Inc
Community Coffee Company, LLC
Lagniappe Travel Services, Inc
Deaf Action Center Interpreting Services LLC
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling

Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Debris and Structural Hauling
Kingston Finest Masonry LLC
Renascent, Inc.
March of Dimes
Quench USA, Inc.
Quench USA, Inc.
Quench USA, Inc.
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Going Places Travel Inc
The Ella Project
KYOCERA DOCUMENT SOLUTIONS
Toole Design Group
Toole Design Group
Fuse Corps
Regal Embroidery & Gifts LLC
The Recycling Partnership Inc
Safe Streets Research & Consulting LLC
Safe Streets Research & Consulting LLC
Bywater Branding Services
Pigeon Catering, Inc
Pigeon Catering, Inc
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Agenda for Children
Agenda for Children
Truck and Transportation
ORLEANS PARISH SCHOOL BOARD
Champion Graphic Communication
Pigeon Catering, Inc
Pigeon Catering, Inc
KYOCERA DOCUMENT SOLUTIONS
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Hotel Hope
Grace at the Green Light Inc.
UNITED WAY OF SOUTHEAST
UNITED WAY OF SOUTHEAST
UNITED WAY OF SOUTHEAST
UNITY OF GREATER NEW ORLEANS

UNITY OF GREATER NEW ORLEANS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Cojak Investments LLC
Gentilly Mail and Copy LLC
Dj A BLAZE
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Sister Cities International
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Pontilly Coffee
Envoy, Inc.
Ubuntu Village Nola
Ubuntu Village Nola
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
SHI International Corp
Applied Business Concepts, LLC
Ray Bros., Inc.
Sharp Electronics Corporation
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
New Orleans Humane Law and Res
Cellco Partnership
Cellco Partnership
Universal Printing LLC
Rapides Parish Coroner's Office
Stantec Consulting ServicesInc
COHNREZNICK LLP
KENTWOOD SPRINGS
LOUISIANA OFFICE PRODUCTS
SHI International Corp
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Computer Sales & Services, Inc
St. John Coroners Office
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government
Lafayette City-Parish Consolidated Government

Lafayette City-Parish Consolidated Government
Language Line Services, Inc.
National Grants Management Association
Gary's Towing of New Orleans, Llc
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
Three Brothers Quick Towing
1st Towing
1st Towing
G&D Towing, Llc
MCCi, LLC
Central City Towing
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
AMAZON CAPITAL SERVICES, INC.
Mission Critical Partners
Coleman Wrecker Service
KPTowing
KPTowing
A&B Towing
Big Easy Towing and Recovery
Big Easy Towing and Recovery
TerraLuna Collaborative
Universe Technical Translation
Boostlingo LLC
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
Worthe Artists
SHI International Corp
SHI International Corp
AT&T
AT&T
T-Mobile
T-Mobile
T-Mobile
Cellco Partnership
Rouse's Enterprises LLC
AT&T
AT&T
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS

A. Maloney Moving & Storage
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
W.W. Grainger, Inc.
Graybar Electric
22nd Century Technologies, Inc.
1615 Poydras Tower LLC
1615 Poydras Tower LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Entergy New Orleans, Inc
Environmental Systems Research Institute, Inc.
SHI International Corp
Presidio Networked Solutions
Presidio Networked Solutions
Presidio Networked Solutions
UnitedHealthcare
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
UnitedHealthcare
Information Management Solutions, LLC
Information Management Solutions, LLC
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
HON Company
HON Company
Kara Williams
Kara Williams
Kara Williams
AUZENNE & ASSOCIATES, LLC

AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
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AUZENNE & ASSOCIATES, LLC
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AUZENNE & ASSOCIATES, LLC
AUZENNE & ASSOCIATES, LLC
Law office of Errol B. Conley
Law office of Errol B. Conley
Ramona D. Washington ESQ
Wayne E. Woods, Attorney at Law
Kentwood Springs a Brand of DS
INFINITY ENGINEERING
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Community Coffee Company, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Metropolis Technologies, Inc.
Cintas Corporation
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Cintas Corporation
Lee Tractor Company, Inc
Rudy Smith Service, Inc
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AERIAL HYDRAULIC'S, INC.
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AERIAL HYDRAULIC'S, INC.
AERIAL HYDRAULIC'S, INC.
Empire Truck Sales, LLC
Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
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Lamarque Ford, Inc
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Lamarque Ford, Inc
Lamarque Ford, Inc
Lamarque Ford, Inc
Genuine Parts Company
Truck and Transportation
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Community Coffee Company, LLC
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
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STAR AUTO GLASS, INC.

Sammy's Food Service & Deli	ITA
Scott Equipment Co LLC	ITA
Scott Equipment Co LLC	ITA
Duhon Machinery Co., Inc.	ITA
Nola Hydraulics - dba Pirtek Elmwood	ITA
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	ITA

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Crescent City Coffee, LLC
LAMARQUE CRESCENT FORD LLC
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
AMAZON CAPITAL SERVICES, INC.
Cintas Corporation
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Cintas Corporation
Banner Chevrolet
Banner Chevrolet
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Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Banner Chevrolet
Jerry Pate Company
Tulane Drug Analysis Laboratory
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
Southern Tire Mart, LLC
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Southern Tire Mart, LLC
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Southern Tire Mart, LLC

Southern Tire Mart, LLC
Petroleum Traders Corporation
Petroleum Traders Corporation
Petroleum Traders Corporation

Stevens Body & Fender, Inc
Stevens Body & Fender, Inc
Stevens Body & Fender, Inc
Scott Equipment Co LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Braun Industries, Inc.
Kenworth of South Louisiana LLC
PREMIER AUTOMOTIVE PRODUCTS LL
PREMIER AUTOMOTIVE PRODUCTS LL
I.T.S. FIRE ALARM SECURITY
Materials Management Group
Pinnacle Security & Investigat
Pinnacle Security & Investigat
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Professional Glass Works
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Professional Glass Works
Professional Glass Works

Professional Glass Works
Professional Glass Works
Valvoline Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
Rudy Smith Service, Inc
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Rudy Smith Service, Inc
Rudy Smith Service, Inc
Scott Equipment Co LLC
Merchants Automotive Group, In
Merchants Automotive Group, In
Merchants Automotive Group, In
Pop-A-Lock New Orleans
Pop-A-Lock New Orleans
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Stone Pigman Walther Wittmann
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Court of Appeal- Fouth Circuit
Supreme Court of Louisiana
Supreme Court of Louisiana
T-Mobile
T-Mobile
Clerk of Civil District Court
Clerk of Civil District Court
Clerk of Civil District Court
Clerk of Civil District Court

Clerk of Civil District Court
KENTWOOD SPRINGS
KENTWOOD SPRINGS
Crescent City Coffee, LLC
shawn tisdale leblanc, ccr
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
Sher Garner Law Firm
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Sher Garner Law Firm
Rite Choice Uniforms, Inc
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
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Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
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Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
DURR HEAVY CONSTRUCTION LLC

DURR HEAVY CONSTRUCTION LLC
DURR HEAVY CONSTRUCTION LLC
Car Wash Blues, LLC
Car Wash Blues, LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Computer Sales & Services, Inc
Safe Wash Solutions, LLC
Cox Communications Inc
Corporate Business Supplies, I
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
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Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Casco Industries, Inc.
Vaughn's Power Equipment, Inc
Vaughn's Power Equipment, Inc
Star Lock & Key Co INc
A-1 Home Appliance Center
Coburn's
Coburn's
Economical Janitorial & Paper
Economical Janitorial & Paper
Solutions Of New Orleans, LLC
Avexon, LLC
Avexon, LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
ACE Garage Door Co. LLC
MES Service Company LLC

MES Service Company LLC
MES Service Company LLC
MES Service Company LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
Henry Schein Inc
Louisiana Office of the State Fire Marshal Fire and Emergency Training Academy
Computer Sales & Services, Inc
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
CDW Government LLC
AT&T
AT&T
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
Corporate Business Supplies, I
Cellco Partnership
Cellco Partnership
GBP DIRECT, INC.
GBP DIRECT, INC.
Computer Sales & Services, Inc
A.P.E., Inc.
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
Brownells Inc
Brownells Inc
United Rentals (North America)
New Orleans Pelicans LLC
Supreme Developers LLC
Lagniappe Travel Services, Inc
Crescent City Coffee, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Military Guides
Stericycle, Inc.
Stericycle, Inc.
Computer Sales & Services, Inc
Corporate Business Supplies, I
LOUISIANA OFFICE PRODUCTS
Sigma Squared Corporation
Sigma Squared Corporation
Sigma Squared Corporation
PVP Communications
Tomahawk Strategic Solutions LLC
Uline
United Rentals (North America)
Transunion Risk and Alternative Data Solution Inc
Alere Toxicology Services, Inc
Tulane Drug Analysis Laboratory
Concentra Medical Centers
Crescent Decal Specialist, Inc
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Dana Safety Supply, Inc.
Voiance Language Services, LLC
Computer Sales & Services, Inc

Computer Sales & Services, Inc
Computer Sales & Services, Inc
B&H Foto & Electronics Corp
Crescent Decal Specialist, Inc
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
Crescent City Partners, LLC
LOUISIANA OFFICE PRODUCTS
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Sirchie Acquisition Company, L
Precision Delta Corporation
Precision Delta Corporation
Life Technologies Corporation
Cayman Chemical Company, Inc.
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Stericycle, Inc.
Kippers Communications, Inc
Agilent Technologies
W.W. Grainger, Inc.
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC

Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Thomas Scientific LLC
Computer Sales & Services, Inc
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
VWR International, LLC
Gas and Supply
Gas and Supply
Gas and Supply
QIAGEN LLC
First Responder Equipment and Uniform Distributors, LLC
DASH Medical Gloves, Inc
Nassau National Cable Corp
LOUISIANA OFFICE PRODUCTS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Casler Farrier Service
Kippers Communications, Inc
KYOCERA DOCUMENT SOLUTIONS
Supreme Developers LLC
B&H Foto & Electronics Corp
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
T-Mobile
Concentra Medical Centers
Concentra Medical Centers
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Universal Printing LLC
Sweeping Corporation of America. LLC
GBP DIRECT, INC.
GBP DIRECT, INC.
United Rentals (North America)
Ramelli Janitorial Service, In

Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Waste Pro USA, Inc
IV Waste, LLC
IV Waste, LLC
IV Waste, LLC
IV Waste, LLC
Genuine Parts Company
Bonnet Weed Control, Inc.
W.W. Grainger, Inc.
River Birch Incorporated
River Birch Incorporated
Ramelli Janitorial Service, In
Ramelli Janitorial Service, In
Amid Metro Partnership, LLC
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Materials Management Group
Commercial Waste Recycling
Commercial Waste Recycling
Genuine Parts Company
Genuine Parts Company
Economical Janitorial & Paper
Economical Janitorial & Paper
JMN Specialties, Inc
W.W. Grainger, Inc.
Travelers Aid Society
Metropolis Technologies, Inc.
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
Kentwood Springs a Brand of DS
Quill LLC
Quill LLC
Rouse's Enterprises LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Guitar Center
EmpowerDB
Pinnacle Security & Investigat
Pinnacle Security & Investigat
ODP BUSINESS SOLUTIONS, LLC
LOUISIANA OFFICE PRODUCTS

LOUISIANA OFFICE PRODUCTS
Kentwood Springs a Brand of DS
NEW ORLEANS FAMILY JUSTICE
NEW ORLEANS FAMILY JUSTICE
NEW ORLEANS FAMILY JUSTICE
TOURO INFIRMARY
ODYSSEY HOUSE LOUISIANA, INC.
SOUTHEAST LOUISIANA LEGAL
SOUTHEAST LOUISIANA LEGAL
Sankofa CDC
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
Family Connects International
Volunteers of America Southeast Louisiana
Top Box Foods
Second Harvest Food Bank of Greater New Orleans and Acadiana
Second Harvest Food Bank of Greater New Orleans and Acadiana
Ochsner Health
GOBERT ENTERPRISES INC DBA IMA
Kentwood Springs a Brand of DS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Sharp Electronics Corporation
Sharp Electronics Corporation
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Stryker
Cellco Partnership
Rouse's Enterprises LLC
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment
Linde Gas & Equipment

Linde Gas & Equipment
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Linde Gas & Equipment
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Linde Gas & Equipment
Linde Gas & Equipment
ZOLL Medical Corporation
Heiden Industries, LLC
Heiden Industries, LLC
Henry Schein Inc
Henry Schein Inc
ODYSSEY HOUSE LOUISIANA, INC.
ODYSSEY HOUSE LOUISIANA, INC.
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Computer Sales & Services, Inc
MES Service Company LLC
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
WorkSaver Employee Testing Systems
The Blood Center
The Blood Center
The Blood Center
The Blood Center
The Blood Center
Life-Assist, Inc.
Active Solutions, LLC
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership

Cellco Partnership
Cellco Partnership
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
Promo Ad Specialties, Inc.
Howard Industries, Inc.
Howard Industries, Inc.
Lawmen's & Shooters' Supply, I
Rite Choice Uniforms, Inc
Champion Graphic Communication
Champion Graphic Communication
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
SHI International Corp
LA Dept of Environ Quality
HON Company
Active Solutions, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Quill LLC
4imprint, Inc.
Cellco Partnership
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers

Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Concentra Medical Centers
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Rouse's Enterprises LLC
Purple Monkey Design
Ubuntu Village Nola
Ubuntu Village Nola
Ubuntu Village Nola
Highly Seasoned Catering, LLC
Henry Schein Inc
LABORATORY CORP.OF AMERICA
LABORATORY CORP.OF AMERICA
LABORATORY CORP.OF AMERICA
OCHIN INC
OCHIN INC
VERIZON WIRELESS
UNIVERSITY MEDICAL CENTER MGMT
Courtesy Ford
Courtesy Ford
KENTWOOD SPRINGS
KENTWOOD SPRINGS
Stericycle, Inc.
Stericycle, Inc.
LMF VENTURES LLC DBA CRESCENT
National Association of Community Health Centers
Airgas USA, LLC
Airgas USA, LLC
Airgas USA, LLC
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS
Associated Office Sys of LA
Louisiana Primary Care Association, Inc.

Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
LA CREDENTIALS LLC
LANGUAGE LINE SERVICES INC
The Administrators of The Tulane Educational Fund
Resourcefull Consulting LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
McGhee and Associates LLC
McGhee and Associates LLC
Vector Media Holding corp
Computer Sales & Services, Inc
SafetyGear Corporation
Information Management Solutions, LLC
Deveney Communication Consulting, L.L.C.
Deveney Communication Consulting, L.L.C.
Resources for Human Development, Inc.
Resources for Human Development, Inc.
The 18th Ward
The 18th Ward
Top Box Foods
Motivosity
LeAnne Steen
Ceres Chill
Robbins Parking dba Platinum Parking
Capital Solution INC
Capital Solution INC
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
Metropolis Technologies, Inc.
ClassPass, LLC
Red Cypress Consulting
Red Cypress Consulting
EMS Technology Solutions, LLC
Henry Schein Inc
Supreme Developers LLC
Heiden Industries, LLC
Charm-Tex, Inc.
Johnson Controls, Inc.
Johnson Controls, Inc.
J.R. Poole Companies LLC
AT&T
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS

Cox Communications Inc
Economical Janitorial & Paper
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Trane US Inc
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
Uline
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
HERC RENTALS INC.
Elba Medical Distributors, Inc
JOHN W. GASPARINI INC
Accu Reference Medical Lab LLC
REAL GENTLEMEN BARBERSHOP
New Orleans Grease Trap Cleani
Global Vision Technologies, In
Airgas USA, LLC
Kippers Communications, Inc
Car Wash Blues, LLC
US Foods, Inc
US Foods, Inc
US Foods, Inc
US Foods, Inc
Egle LLC
Egle LLC
In-Telecom Consulting LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
C&D Plumbing and Mechanical, LLC
C&D Plumbing and Mechanical, LLC
Sharps Medical Waste Services
KYOCERA DOCUMENT SOLUTIONS
Infor
Infor
Infor
Infor
Infor
Crescent City Coffee, LLC
Crescent City Coffee, LLC

Computer Sales & Services, Inc
Globalstar Consulting, LLC
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
22nd Century Technologies, Inc.
NFL
Iron Mountain Records Manageme
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
Cellco Partnership
ADP, Inc.
ADP, Inc.
ADP, Inc.
ADP, Inc.
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
ABBOTT ENTERPRISES, LLC D/B/A
ABBOTT ENTERPRISES, LLC D/B/A
Cellco Partnership
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Information Management Solutions, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Loomis Armored US LLC
PFM Asset Management LLC
PFM Asset Management LLC
PFM Asset Management LLC
PFM Asset Management LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
KYOCERA DOCUMENT SOLUTIONS
Faux Pas Prints
Quill LLC
Quill LLC
Quill LLC
Cellco Partnership
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Information Management Solutions, LLC
NeauxLA RolLA Catering, LLC
KYOCERA DOCUMENT SOLUTIONS

T-Mobile
Crescent City Coffee, LLC
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
SHI International Corp
Star Lock & Key Co INc
East Skelley LLC
Pot-O-Gold Rentals, LLC
Pot-O-Gold Rentals, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Trane US Inc
Community Coffee Company, LLC
Uline
STAR AUTO GLASS, INC.
STAR AUTO GLASS, INC.
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Coastal Fire Protection LLC
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Cellco Partnership
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC

Orleans Tower LLC
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Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Orleans Tower LLC
Bluebeam, Inc.
Bluebeam, Inc.
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Synergy Building Solutions
Synergy Building Solutions
CenTrio Energy South LLC
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
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CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
New Orleans Grease Trap Cleani
NEW ORLEANS FAMILY JUSTICE
Airgas USA, LLC
Airgas USA, LLC
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc

ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
ARC Mechanical Contractors Inc
GBP DIRECT, INC.
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Arcco Company Services, Inc
MB3 Inc., DBA Civix
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
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Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
Powerhouse Commercial Construction, Inc
August Building Maintenance, Inc
August Building Maintenance, Inc
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
1615 Poydras Tower LLC
Joe's Lawnmower Shop
Uline
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Supreme Developers LLC
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
New Orleans Book and Paper Lab
Professional Shorthand Reporte
Professional Shorthand Reporte
Professional Shorthand Reporte
Professional Shorthand Reporte
Ed Smith's Stencil Works, Lts
Kentwood Springs a Brand of DS
Thomson Reuters
KYOCERA DOCUMENT SOLUTIONS
Cure, Knaak & Bell, Inc.
Cure, Knaak & Bell, Inc.
Cure, Knaak & Bell, Inc.
Cellco Partnership
Computer Sales & Services, Inc
Computer Sales & Services, Inc
National Testing Network

ALTA Language Services
Big Easy Law Group, LLC
SCN Worldwide LLC
Rite Choice Uniforms, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
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KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc
Community Coffee Company, LLC
Community Coffee Company, LLC
T-Mobile
Cellco Partnership
Cellco Partnership
Cellco Partnership
Cellco Partnership
Orleans Public Defenders
Associated Office Sys of LA
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Crescent City Coffee, LLC
Vectura Consulting Services
Fastenal Company
The Washington Law Firm
Performance Powersports LLC
FTP Resources
H&O Investments LLC
H&O Investments LLC
GULF SOUTH ENGINEERING AND
CMG Pipelines, Inc.
Iron Triangle Development LLC
Truck and Transportation
Truck and Transportation
Truck and Transportation

Truck and Transportation
Fastenal Company
Fastenal Company
Fastenal Company
Fastenal Company
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
United Rentals (North America)
Presidio Networked Solutions
TERRACON CONSULTANTS INC
Boh Bros. Construction Co.,LLC
Boh Bros. Construction Co.,LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Bergkamp Inc.
Digital Engineering & Imaging
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Vehicle Parts/HQ 911
Kippers Communications, Inc
ALL STAR ELECTRIC INC
Blackstar Diversified
United Laboratories, Inc.
SP Plus
Orleans Security, LLC
Orleans Security, LLC
Orleans Security, LLC
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
Vivid Ink Graphics
Supreme Developers LLC
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Honey Hill LLC
Alere Toxicology Services, Inc
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Cox Communications Inc

Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Community Coffee Company, LLC
Community Coffee Company, LLC
Concentra Medical Centers
Concentra Medical Centers
GBP DIRECT, INC.
GBP DIRECT, INC.
EVERON LLC
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Richard's Disposal, Inc.
Gomez pine straw
Garden Doctors, LLC
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Cintas Corporation
Cintas Corporation
Cintas Corporation
Cintas Corporation
BWI Companies Inc
SHERWIN WILLIAMS
Chauvin Bros Tractor, Inc
Chauvin Bros Tractor, Inc
Carruth Brothers Lumber Co.
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Pelican Ice & Cold Storage
Duffard Risbourg Inc
Duffard Risbourg Inc
Bayou Tree Service, Inc.
Bayou Tree Service, Inc.
Fastenal Company
Fastenal Company
Fastenal Company

Rouse's Enterprises LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
Airgas USA, LLC
Convergint Technologies LLC
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Northshore Industrial, LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
FJFServices,llc
FJFServices,llc
FJFServices,llc
C&D Plumbing and Mechanical, LLC
C&D Plumbing and Mechanical, LLC
Evergreen Tractor & Equipment Inc.
Evergreen Tractor & Equipment Inc.
Debris and Structural Hauling
Kingston Finest Masonry LLC
Kingston Finest Masonry LLC
Kingston Finest Masonry LLC
DISON ENTERPRISES LLC
BWI Companies Inc
BLUE FLASH SEWER SERVICE INC
BLUE FLASH SEWER SERVICE INC
Genuine Parts Company
Bladesltd
Bladesltd
Bladesltd
Jerry Pate Company
Jerry Pate Company
Jerry Pate Company
Richard's Disposal, Inc.
Cox Communications Inc
Cox Communications Inc
Faux Pas Prints
Ben Nelson Golf & Utility Vehi
Ben Nelson Golf & Utility Vehi
Ben Nelson Golf & Utility Vehi

Golf Associates Advertising Co
Easy Picker Golf Products, Inc
Agromax LLC
BEARD EQUIPMENT COMPANY
P & W Golf Supply LLC
The J.R Simplot Company
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Mike's Hardware & Supply LLC
2x2 Golf Plus
Mackie One Construction, LLC
Pins and Aces
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Metropolitan Electronics, Inc.
Library Interiors, Inc.
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Midwest Tape, LLC
Ingram Industries Inc.
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Ingram Industries Inc.
Ingram Industries Inc.

Ingram Industries Inc.
Alere Toxicology Services, Inc
ODP BUSINESS SOLUTIONS, LLC
ODP BUSINESS SOLUTIONS, LLC
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ODP BUSINESS SOLUTIONS, LLC
EBSCO
Encyclopaedia Britannica, Inc.
DocuShare LLC
DocuShare LLC
DocuShare LLC
Star Lock & Key Co INc
Star Lock & Key Co INc
FedEx Expres Shipment
CDW Government LLC
CDW Government LLC
AT&T
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
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Baker & Taylor LLC
Baker & Taylor LLC
Baker & Taylor LLC
Pitney Bowes
Thomson Reuters
Cox Communications Inc
Economical Janitorial & Paper
Economical Janitorial & Paper
Economical Janitorial & Paper
Economical Janitorial & Paper
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Tulane Drug Analysis Laboratory
Uline
Uline
Uline
A&L Sales, Inc.
A&L Sales, Inc.
A&L Sales, Inc.
Coastal Fire Protection LLC
Byrd House Catering

T-Mobile
T-Mobile
Capital City Press LLC
Capital City Press LLC
Capital City Press LLC
Capital City Press LLC
OverDrive, Inc
OverDrive, Inc
OverDrive, Inc
OverDrive, Inc
Delgado Community College
Waste Pro USA, Inc
Gulf Coast Special Systems
SGMW Acquisition Company
Diane Killeen Painting Studios
Americoin Payphone Services
4140 Canal St. LLC
Kingfish Pools
Kingfish Pools
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
H-Worth Elevator Service
Kanopy, Inc.
Kanopy, Inc.
Dynamic Motion Control
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
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CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
CORPORATE MECHANICAL CONTRACTORS, INC
Moses Engineers Inc
Moses Engineers Inc
ARC Mechanical Contractors Inc
Office of State Fire Marshall Boiler Inspection Section
Ideal Lighting, Inc.
Value Line Publishing LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Blick Art Materials LLC
Blick Art Materials LLC
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Atlas Systems, Inc.
TEH Enterprise, LLC
TEH Enterprise, LLC
WVUE FOX 8
WVUE FOX 8
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Information Management Solutions, LLC
Welldina Moran
Welldina Moran
Safe Wash Solutions, LLC
AT&T
AT&T
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AT&T

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AT&T
Lyrasis
Dynamic Imaging Solutions Inc.
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
JS Water Enterprises LLC dba la waters llc
pcv construction llc
Bare Feet LLC
Bare Feet LLC
Bare Feet LLC
Bare Feet LLC
Make It Count Math
ShakeItUp Consulting
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Robbins Parking dba Platinum Parking
Robbins Parking dba Platinum Parking
KYOCERA DOCUMENT SOLUTIONS
T-Mobile
T-Mobile
Pigeon Catering, Inc
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
City Greens
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
Crescent City Coffee, LLC
HR&A Advisors, Inc.
Desire Line LLC
Alere Toxicology Services, Inc
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
Genuine Parts Company
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Genuine Parts Company
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FedEx Expres Shipment
FedEx Expres Shipment
FedEx Expres Shipment
Kentwood Springs a Brand of DS
Kentwood Springs a Brand of DS
Louisiana Department of Revenu
KYOCERA DOCUMENT SOLUTIONS
COMMERCIAL VAN & TRUCK EQUIPME
T-Mobile
Cellco Partnership
Cellco Partnership
Waste Pro USA, Inc
Flightline First
Flightline First
Flightline First
Flightline First
Flightline First
Fisher Scientific Company, LLC
Fisher Scientific Company, LLC
Airgas USA, LLC
ADAPCO, LLC
LOUISIANA DRY ICE & SHIPPING
Rentokil North America, Inc.
Rentokil North America, Inc.
Sunshine Quality Solutions LLC
Lampire Biological Laboratories, Inc.
Lampire Biological Laboratories, Inc.
W.W. Grainger, Inc.
Century Commercial Group LLC
Corteva Agriscience LLC
Corteva Agriscience LLC
Corteva Agriscience LLC
Duplantier Ice Service LLC
Duplantier Ice Service LLC
Duplantier Ice Service LLC
Flightline First
Flightline First
Flightline First
Flightline First
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Rentokil North America, Inc.
Duplantier Ice Service LLC
Duplantier Ice Service LLC

Duplantier Ice Service LLC
Duplantier Ice Service LLC
ARROW AVIATION CO
John Sable
John Sable
John Sable
John Sable
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John Sable
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John Sable
John Sable
ABBOTT ENTERPRISES, LLC D/B/A
Fisher Scientific Company, LLC
Lagniappe Travel Services, Inc
Computer Sales & Services, Inc
Computer Sales & Services, Inc
Texas A&M AgriLife Extension Service
Amtek Company, Inc.
Alere Toxicology Services, Inc
Alere Toxicology Services, Inc
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
iHeartMedia
T-Mobile
T-Mobile
T-Mobile
T-Mobile
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T-Mobile
RECTRAC LLC
RECTRAC LLC
NEW ORLEANS BALLET ASSOCIATION
LOUISIANA OFFICE PRODUCTS
Magnolia Pools, LLC
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Crescent City Coffee, LLC
Computer Sales & Services, Inc
AT&T
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans
Lamar Advertising of New Orleans

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Lamar Advertising of New Orleans
Walter J Barnes Electric Co Inc
Swift Recreation LLC
Ballerinas of the Bayou
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Swank Motion Pictures, Inc
Troy Price
Tracey's Tasty Catering, LLC
SHERWIN WILLIAMS
Johnson Controls, Inc.
Genuine Parts Company
Economical Janitorial & Paper
Trane US Inc
A&L Sales, Inc.
Coastal Fire Protection LLC
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
Waste Pro USA, Inc
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
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H&O Investments LLC
Commercial Chemical Products, Inc.
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Commercial Chemical Products, Inc.

Commercial Chemical Products, Inc.
Lawson Products
Mid-South Equipment Sales & Se
FIRMIN
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
W.W. Grainger, Inc.
Chem-Aqua, Inc.
Williams Scotsman Inc
quality court
Walter J Barnes Electric Co Inc
Pro Placement USA
Pro Placement USA
Success Brands
Cintas Corporation
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Faber Awards, Inc.
Fitness Expo
Fitness Expo
Coastal Fire Protection LLC
Waste Pro USA, Inc
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
H&O Investments LLC
Purple Monkey Design
JM Fitness dba CrossFit NOLA
JM Fitness dba CrossFit NOLA
Pole Perfect Fitness, LLC
W.W. Grainger, Inc.
KWL STEPPIN LLC
Mackie One Construction, LLC
Mackie One Construction, LLC
By Our Hands LLC
Purple Monkey Design
Purple Monkey Design
Computer Sales & Services, Inc
LSU Ag Center
FUTUREKICK MARTIAL ARTS & FITN
A'S & ACES
A'S & ACES
BAMZYBABY PRODUCTIONS
ANTHONY BEAN COMMUNITY THEATER
Boys & Girls Club Metro Louisiana
Boys & Girls Club Metro Louisiana
Cupcake Fairies
Pontchartrain Conservancy
Keyon Fitness and Performing Arts
MyCodingClasses.com
Concepts Of Education Inc.
NovaBlack Artistry LLC
Wilson Academy Childcare Center
AMAZON CAPITAL SERVICES, INC.
KYOCERA DOCUMENT SOLUTIONS
GBP DIRECT, INC.
GBP DIRECT, INC.
PowerDetails, LLC.
PowerDetails, LLC.
PowerDetails, LLC.

Cox Communications Inc
Cellco Partnership
Association of Inspectors General
Association of Inspectors General
Alere Toxicology Services, Inc
SHI International Corp
Kentwood Springs a Brand of DS
Advanced Office Systems
Cellco Partnership
N.O.Vative Printing
DICKERSON AND COMPANY LLC DBA DACO LLC
LOUISIANA OFFICE PRODUCTS
Going Places Travel Inc
Going Places Travel Inc
ProTek Solutions, Inc.
Nancy Freeman
Nancy Freeman
Alden Cheatham
Haley Rea
Iron Mountain Records Manageme
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
Sheppard Mullin Richter Hampto
Davillier Law Group
Davillier Law Group
iberiabank
iberiabank
Champion Graphic Communication
T-Mobile
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
Pinnacle Security & Investigat
J.R. Poole Companies LLC
RAI Ministries, Inc
RAI Ministries, Inc
RAI Ministries, Inc
Vital Records Control
Grace at the Green Light Inc.
Grace at the Green Light Inc.
NEW ORLEANS WOMEN SHELTER
NEW ORLEANS WOMEN SHELTER
NEW ORLEANS WOMEN SHELTER
THE ST BERNARD PROJECT INC
Deltares USA Inc
CONCERNED CITIZENS

CONCERNED CITIZENS
CONCERNED CITIZENS
CONCERNED CITIZENS
CONCERNED CITIZENS
PROJECT LAZARUS
PROJECT LAZARUS
PROJECT LAZARUS
Rebuilding Together NewOrleans
Gulf South Title Corporation
We Care About You
Travelers Aid Society
New Orleans Council on Aging
LSU Ag Center
Orleans Public Defenders
Orleans Public Defenders
New Orleans Humane Law and Res
TOTAL COMMUNITY ACTION INC
YouthForce NOLA
Public Works Alliance
Orleans Parish District Atty
National Medical Services, Inc
Supreme Developers LLC
Rickie Monie
Answercentre of Louisiana
Fisher Scientific Company, LLC
UNIVERSITY MEDICAL CENTER MGMT
Crescent City Coffee, LLC
Sarah E Stuart
Sarah E Stuart
Sarah E Stuart
Sarah E Stuart
Media By Design
Media By Design
Deborah Sommers
Lydia Monie
Loreal Sandifer
Loreal Sandifer
Loreal Sandifer
Sheralyn Gillard
Sheralyn Gillard
Brittany Sharp
Brittany Sharp
Daniel's Health
Daniel's Health
Daniel's Health
Daniel's Health
Daniel's Health

Daniel's Health
Daniel's Health
Daniel's Health
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Chehardy, Sherman, Williams
Criminal District Court
Orleans Parish Sheriff's Offic
Wexford Health Sources, Inc.
AB Med Southwest, LLC
AB Med Southwest, LLC
Gulf Coast Office Products, In
Gulf Coast Office Products, In
Iron Mountain Records Manageme
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Staples Contract & Commercial, LLC
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
GBP DIRECT, INC.
Registrar of Voters Office
Registrar of Voters Office
Registrar of Voters Office
Registrar of Voters Office
Entergy Louisiana, LLC

Invoice Number	Invoice Amount	Date Supplier Submitted	Due Date
AF6532I	$2,987.82	09/05/2025	10/05/2025
AF6QS7R	$3,997.62	09/05/2025	10/05/2025
INV22221	$775.56	10/01/2025	
AF7UB6Y	$203.84	09/05/2025	10/05/2025
17285907-092425	$325.75	09/29/2025	10/29/2025
6709789-072425	$105.92	09/29/2025	10/29/2025
2601381	$6,231.82	09/25/2025	10/25/2025
852435737	$1,790.25	09/02/2025	10/02/2025
852436815	$2,790.72	09/02/2025	10/02/2025
55P1739974	$462.21	10/01/2025	10/31/2025
55P1739975	$228.25	10/01/2025	10/31/2025
55P1739976	$151.84	10/02/2025	11/01/2025
5610043839401-091525	$735.55	09/24/2025	10/24/2025
HGI-SWB-2025-11-SEP	$154,533.67	10/01/2025	10/31/2025
HGI-TY2026-001	$206,480.00	09/16/2025	10/16/2025
M00000463675	$3,855.25	10/01/2025	10/31/2025
45075710082	$1,320.00	09/12/2025	10/12/2025
45704335032	$720.24	09/12/2025	10/12/2025
48362884061	$1,426.08	09/09/2025	10/09/2025
1252282-0	$679.42	09/19/2025	10/19/2025
1252282-1	$468.74	09/19/2025	10/19/2025
19015-01	$48,725.51		07/25/2019
32	$151,796.41		07/26/2019
19015-03	$30,453.44		08/25/2019
19015-04	$91,360.33		10/05/2019
35	$143,686.47		11/13/2019
36	$208,516.93		12/18/2019
19015-05	$81,661.85		12/19/2019
37	$161,480.52		01/10/2020
19015-06	$40,732.34		01/15/2020
19015-07	$7,757.66		02/15/2020
19015-08	$163,324.30		03/08/2020
39	$140,138.30		05/31/2020
19015-09	$3,879.58		06/19/2020
19015-10	$251,224.58		07/03/2020
A2001-1	$10,053.68		08/09/2020
A2001-2	$20,107.35		10/25/2020
SWBNO032024	$53,060.00		06/11/2024
ARPACN09-10-11	$614,061.26		09/20/2024
INV-58103	$6,568.86		09/30/2024
EE033365	$1,267.09		10/30/2024
1252282-2	$50.31	09/19/2025	10/19/2025
6051225001300B	$2,793.84		04/10/2025
1253345-0	$752.07	09/19/2025	10/19/2025

1253512-0	$163.92	09/19/2025	10/19/2025
1253512-1	$478.85	09/22/2025	10/22/2025
573611	$105.00	09/02/2025	10/02/2025
07152025GOZONEABS	$4,700,822.48		07/15/2025
575195	$105.00	09/02/2025	10/02/2025
576243	$105.00	09/02/2025	10/02/2025
NOCCAUG25	$160.99	09/08/2025	10/08/2025
142.360	$139.88	09/23/2025	10/23/2025
142.361	$139.88	09/23/2025	10/23/2025
142.362	$139.88	09/23/2025	10/23/2025
142.363	$139.88	09/23/2025	10/23/2025
142.364	$172.16	09/23/2025	10/23/2025
142.365	$139.88	09/23/2025	10/23/2025
142.366	$139.88	09/23/2025	10/23/2025
104232	$542.00	09/26/2025	10/26/2025
104233	$419.00	09/26/2025	10/26/2025
104370	$269.00	09/26/2025	10/26/2025
59BD2354-0002	$4,735.80	09/05/2025	10/05/2025
1253347-0	$514.10	09/19/2025	10/19/2025
1252444-0	$321.66	09/19/2025	10/19/2025
1252444-1	$24.76	09/19/2025	10/19/2025
1254199-0	$857.51	09/22/2025	10/22/2025
1254199-1	$76.35	09/30/2025	10/30/2025
1254199-2	$282.96	09/30/2025	10/30/2025
1253178-0	$379.45	09/19/2025	10/19/2025
1253340-0	$169.17	09/19/2025	10/19/2025
1253340-1	$84.41	09/19/2025	10/19/2025
1253340-2	$25.88	09/19/2025	10/19/2025
1253340-3	$45.53	09/22/2025	10/22/2025
1254536-0	$203.82	09/30/2025	10/30/2025
1254536-1	$56.28	09/30/2025	10/30/2025
2605661	$4,858.41	09/25/2025	10/25/2025
1254020-0	$73.20	09/22/2025	10/22/2025
1254020-1	$73.20	09/30/2025	10/30/2025
1254378-0	$34.90	09/30/2025	10/30/2025
178249	$1,985.55	09/04/2025	10/04/2025
55P1739955	$525.20	10/01/2025	10/31/2025
2877726-090425	$10.99	09/11/2025	10/11/2025
1253996-0	$1,761.80	09/22/2025	10/22/2025
1253996-1	$10.65	09/22/2025	10/22/2025
1253534-0	$133.08	09/19/2025	10/19/2025
AF8427W	$6,677.55	09/23/2025	10/23/2025
AF96A4M	$5,342.04	09/23/2025	10/23/2025
1254126-0	$278.51	09/22/2025	10/22/2025
4851	$1,620.00	09/16/2025	10/16/2025
108173	$662.50	09/30/2025	10/30/2025
108176	$6,510.00	09/17/2025	10/17/2025

2381	$5,650.00	09/11/2025	10/11/2025
19842025	$45,000.00	09/08/2025	10/08/2025
19842026	$52,000.00	09/27/2025	10/27/2025
91235	$1,134.00	09/27/2025	10/27/2025
55P1739883	$209.19	10/02/2025	11/01/2025
7410034393102-091825	$381.64	10/01/2025	10/31/2025
979572519AUG25	$5,571.22	09/22/2025	10/22/2025
396105	$208.05	10/02/2025	11/01/2025
9538233-091825	$216.22	10/02/2025	11/01/2025
861040-0	$60.91	09/18/2025	10/18/2025
NOMOAUG25	$144.00	09/08/2025	10/08/2025
117.362	$161.40	09/22/2025	10/22/2025
55P1739940	$90.19	10/01/2025	10/31/2025
1339	$37,447.07	09/22/2025	10/22/2025
1340	$121,650.00	09/22/2025	10/22/2025
350	$13,333.00	09/02/2025	10/02/2025
L420112	$54.00	09/04/2025	10/04/2025
55P1739884	$191.05	10/02/2025	11/01/2025
125693	$145.00	09/03/2025	10/03/2025
65528	$1,050.16	09/04/2025	10/04/2025
2878343-090425	$574.80	09/11/2025	10/11/2025
0951682-952031	$5,259.79	09/26/2025	10/26/2025
859403-0	$196.82	09/18/2025	10/18/2025
860210-0	$136.59	09/18/2025	10/18/2025
461277	$456.00	09/30/2025	10/30/2025
82520	$140.00	09/15/2025	10/15/2025
92524	$280.00	09/25/2025	10/25/2025
2025-VU-2	$126,449.75	10/01/2025	10/31/2025
2025-CARDINALE-1	$33,275.25	10/01/2025	10/31/2025
2025-CRAWFORD-3	$54,232.00	10/01/2025	10/31/2025
2025-REED-4	$115,042.00	10/01/2025	10/31/2025
2025-ALVENDIA-3	$96,155.00	10/01/2025	10/31/2025
2025-ROUBION-2	$152,055.05	10/01/2025	10/31/2025
2025-OWENS-3	$76,000.00	10/01/2025	10/31/2025
229351	$381.84	09/04/2025	10/04/2025
229352	$357.88	09/04/2025	10/04/2025
229353	$353.88	09/04/2025	10/04/2025
229354	$353.88	09/04/2025	10/04/2025
229355	$389.83	09/04/2025	10/04/2025
229564	$361.88	09/18/2025	10/18/2025
229565	$361.88	09/18/2025	10/18/2025
229566	$361.88	09/18/2025	10/18/2025
229567	$438.87	09/18/2025	10/18/2025
L420109	$40.50	09/02/2025	10/02/2025
302234	$2,078.40	09/12/2025	10/12/2025
125155	$335.00	09/02/2025	10/02/2025
125701	$400.00	09/02/2025	10/02/2025

13612525172	$159.80	09/17/2025	10/17/2025
LANE493944	$923.64	09/02/2025	10/02/2025
6122693059	$2,610.28	09/19/2025	10/19/2025
6123223980	$2,408.00	09/19/2025	10/19/2025
HSRTCCJSC7_SEPT25	$1,995.00	09/29/2025	10/29/2025
11313546	$18,255.00	09/17/2025	10/17/2025
11313547	$34,636.08	09/17/2025	10/17/2025
0952086	$1,934.27	09/26/2025	10/26/2025
0952087	$1,934.27	09/26/2025	10/26/2025
0952088	$1,934.27	09/26/2025	10/26/2025
17600925	$15,924.84	09/30/2025	10/30/2025
17600926	$19,868.21	09/30/2025	10/30/2025
17600928	$12,891.61	09/30/2025	10/30/2025
17600931	$15,983.17	09/30/2025	10/30/2025
9350219285	$2,268.64	09/19/2025	10/19/2025
23T092676	$990.00	09/17/2025	10/17/2025
339	$625.00	09/04/2025	10/04/2025
348	$1,200.00	09/15/2025	10/15/2025
LANE494044	$9,712.50	09/02/2025	10/02/2025
6123223981	$1,019.02	09/19/2025	10/19/2025
0951046-951378	$434.45	09/09/2025	10/09/2025
0951047-951377	$434.45	09/09/2025	10/09/2025
9618521166	$2,729.12	09/11/2025	10/11/2025
71424-1	$7,405.00	09/30/2025	10/30/2025
55P1728754	$187.93	09/11/2025	10/11/2025
55P1728997	$189.20	10/01/2025	10/31/2025
55P1739693	$187.93	10/01/2025	10/31/2025
55P1739949	$189.20	10/01/2025	10/31/2025
7410044554301-090225	$45.28	09/17/2025	10/17/2025
9-OCJC	$35,839.83	10/02/2025	11/01/2025
CNOMAE08312025	$3,277.03	09/17/2025	10/17/2025
4422-172	$51,852.19	09/19/2025	10/19/2025
852154-2	$450.75	09/24/2025	10/24/2025
852154-4	$192.50	09/24/2025	10/24/2025
148.367	$43.04	09/18/2025	10/18/2025
223600	$200.00	09/03/2025	10/03/2025
2198/K24-1412	$6,798.00	09/04/2025	10/04/2025
14501	$53,976.00	09/16/2025	10/16/2025
8913824-091825	$317.03	09/24/2025	10/24/2025
7410044722701-090325	$224.42	09/24/2025	10/24/2025
7410045316604-090425	$152.37	09/11/2025	10/11/2025
11049525405	$64.48	09/17/2025	10/17/2025
0950844	$1,697.30	09/09/2025	10/09/2025
102508	$700.00	09/25/2025	10/25/2025
160	$1,600.00	09/10/2025	10/10/2025
161	$750.00	09/11/2025	10/11/2025
162	$1,600.00	09/10/2025	10/10/2025

163	$750.00	09/11/2025	10/11/2025
164	$1,600.00	09/10/2025	10/10/2025
165	$750.00	09/11/2025	10/11/2025
166	$1,600.00	09/10/2025	10/10/2025
167	$750.00	09/11/2025	10/11/2025
168	$1,600.00	09/10/2025	10/10/2025
169	$750.00	09/11/2025	10/11/2025
KFM2025007	$5,000.00	09/16/2025	10/16/2025
BW4347-BL	$1,526,827.50	09/25/2025	10/25/2025
MOD 7-2025	$22,500.35	09/09/2025	10/09/2025
INV08622646	$52.00	09/03/2025	10/03/2025
INV09315120	$54.60	09/03/2025	10/03/2025
INV09460753	$54.60	09/25/2025	10/25/2025
290300	$191.93	09/03/2025	10/03/2025
332235	$39.96	09/17/2025	10/17/2025
18707	$3,220.37	09/26/2025	10/26/2025
91225	$15,000.00	09/12/2025	10/12/2025
55P1739881	$129.96	10/01/2025	10/31/2025
0DEN00435_13	$10,510.00	09/23/2025	10/23/2025
AUS238_08	$19,058.22	09/16/2025	10/16/2025
2025.118	$40,000.00	10/02/2025	11/01/2025
1264	$1,437.27	09/26/2025	10/26/2025
2025-0266	$4,500.00	09/24/2025	10/24/2025
20250904_19	$500.00	09/08/2025	10/08/2025
20251001_19	$10,700.00	10/01/2025	10/31/2025
ORS_002	$1,875.00	09/12/2025	10/12/2025
19142	$130.00	09/11/2025	10/11/2025
20038	$175.00	09/29/2025	10/29/2025
343733	$478.97	09/17/2025	10/17/2025
374737	$23.98	10/02/2025	11/01/2025
ECE SP - 09.2025	$4,085,413.25	09/02/2025	10/02/2025
ECE SP - 10.2025	$1,772,913.25	10/01/2025	10/31/2025
82428	$41,288.00	09/18/2025	10/18/2025
1135	$125,000.00	09/08/2025	10/08/2025
01470673	$140.00	09/26/2025	10/26/2025
18428	$480.00	09/16/2025	10/16/2025
20084	$348.00	09/16/2025	10/16/2025
55P1739885	$74.98	10/01/2025	10/31/2025
246573983-001	$136.00	10/01/2025	10/31/2025
246952660-001	$491.52	10/01/2025	10/31/2025
249235704-001	$899.52	09/29/2025	10/29/2025
20251008	$4,654.54	09/03/2025	10/03/2025
ARPA 8-25-1	$9,724.57	09/23/2025	10/23/2025
UWSELA006	$227,342.17	09/19/2025	10/19/2025
UWSELA007	$305,719.86	09/26/2025	10/26/2025
UWSELA008	$96,710.33	09/26/2025	10/26/2025
CCS 07312025 - 2	$36,028.30	09/08/2025	10/08/2025

CCS 08312025-2	$31,587.28	10/02/2025	11/01/2025
55P1717667	$311.84	09/10/2025	10/10/2025
55P1739882	$199.81	10/01/2025	10/31/2025
315072	$196.76	09/17/2025	10/17/2025
337198	$269.22	09/17/2025	10/17/2025
118.361	$21.52	09/22/2025	10/22/2025
118.367	$21.52	09/22/2025	10/22/2025
118.368	$21.52	09/22/2025	10/22/2025
118.369	$21.52	09/22/2025	10/22/2025
1003	$1,709.06	09/16/2025	10/16/2025
467215	$4,373.70	09/17/2025	10/17/2025
103	$400.00	09/17/2025	10/17/2025
329646	$147.24	09/17/2025	10/17/2025
353529	$23.07	09/23/2025	10/23/2025
25101	$850.00	09/17/2025	10/17/2025
0951822	$272.78	09/09/2025	10/09/2025
0951823	$272.78	09/09/2025	10/09/2025
0152	$821.25	09/29/2025	10/29/2025
164448	$4,891.00	09/04/2025	10/04/2025
24-NPA	$8,611.70	10/02/2025	11/01/2025
25-NPA	$8,611.70	10/02/2025	11/01/2025
L409553-ARPA	$27.00	09/17/2025	10/17/2025
L409553-CAO	$13.50	09/17/2025	10/17/2025
B20297924	$18,533.70	09/29/2025	10/29/2025
INV504024	$94.68	09/08/2025	10/08/2025
4857-005	$34,148.85	09/24/2025	10/24/2025
39844475	$2,823.78	09/08/2025	10/08/2025
125144-ARPA	$15.00	09/02/2025	10/02/2025
11049525493	$464.51	09/17/2025	10/17/2025
2025-08 NOHLR PO	$350,000.00	09/16/2025	10/16/2025
6123259046	$3,789.13	09/23/2025	10/23/2025
6123259047	$201.45	10/02/2025	11/01/2025
11956	$375.00	09/30/2025	10/30/2025
7026	$400.00	09/18/2025	10/18/2025
2448321	$44,900.63	09/25/2025	10/25/2025
INV90145974	$95,549.00	09/05/2025	10/05/2025
6028792-092225	$114.92	09/29/2025	10/29/2025
1252361-0	$933.89	09/19/2025	10/19/2025
B20170004	$21,200.04	09/26/2025	10/26/2025
1252361-1	$31.60	09/19/2025	10/19/2025
1252937-0	$165.99	09/19/2025	10/19/2025
103279	$523.48	09/16/2025	10/16/2025
CEC-25-170	$2,800.00	09/15/2025	10/15/2025
36-098	$500.00	09/02/2025	10/02/2025
36-099	$700.00	09/02/2025	10/02/2025
36-100	$100.00	09/02/2025	10/02/2025
36-103	$600.00	09/02/2025	10/02/2025

36-104	$200.00	09/02/2025	10/02/2025
11703918	$52.43	09/15/2025	10/15/2025
45860	$719.00	09/03/2025	10/03/2025
12165	$1,962.85	09/02/2025	10/02/2025
5603	$421.60	09/12/2025	10/12/2025
5604	$406.40	09/09/2025	10/09/2025
5633	$503.90	09/22/2025	10/22/2025
5655	$291.60	09/25/2025	10/25/2025
6066	$324.10	09/25/2025	10/25/2025
10745	$668.90	09/05/2025	10/05/2025
10746	$1,355.87	09/05/2025	10/05/2025
10622	$3,220.48	09/22/2025	10/22/2025
PS24640	$10,451.75	09/12/2025	10/12/2025
1006	$536.15	09/05/2025	10/05/2025
1576439_S	$3,040.00	09/18/2025	10/18/2025
1583065_S	$16,720.00	09/18/2025	10/18/2025
1589510	$244,942.25	09/12/2025	10/12/2025
1589510_S	$15,200.00	09/18/2025	10/18/2025
1589513	$15,960.00	09/12/2025	10/12/2025
1589515	$19,200.00	09/12/2025	10/12/2025
1PXT-N73R-MC3V	$299.99	09/11/2025	10/11/2025
25866	$249,744.13	09/24/2025	10/24/2025
37803	$345.59	09/19/2025	10/19/2025
5835	$313.09	09/30/2025	10/30/2025
5857	$443.09	09/10/2025	10/10/2025
8484	$475.59	09/17/2025	10/17/2025
230	$754.40	09/05/2025	10/05/2025
479	$657.98	09/05/2025	10/05/2025
INV-1100	$30,000.00	10/01/2025	10/31/2025
742345	$629.98	09/12/2025	10/12/2025
INV96758	$1,485.00	09/23/2025	10/23/2025
393AF8D5-0001	$695.25	09/05/2025	10/05/2025
46F22664-0001	$278.10	09/05/2025	10/05/2025
1009	$3,000.00	09/08/2025	10/08/2025
B20197438	$189,650.20	09/26/2025	10/26/2025
B20251548	$24,312.69	10/02/2025	11/01/2025
287282793574X09202025	$257.20	09/26/2025	10/26/2025
287295698971X09202025	$964.69	09/26/2025	10/26/2025
989983597-20250620	$170.00	09/30/2025	10/30/2025
989983597-20250720	$170.00	09/30/2025	10/30/2025
989983597-20250820	$170.00	09/30/2025	10/30/2025
6124049658	$7,373.05	09/30/2025	10/30/2025
26410	$222.45	09/22/2025	10/22/2025
504M143252252-0925	$9,005.13	09/08/2025	10/08/2025
504M147996996-0925	$3,150.80	09/08/2025	10/08/2025
1252055-0	$220.93	09/19/2025	10/19/2025
1253128-0	$210.78	09/19/2025	10/19/2025

71898	$9,888.15	09/29/2025	10/29/2025
1253128-1	$111.00	09/22/2025	10/22/2025
1253129-0	$292.82	09/19/2025	10/19/2025
1254403-1	$21.12	09/30/2025	10/30/2025
1254403-2	$93.55	09/30/2025	10/30/2025
1254403-3	$87.70	09/30/2025	10/30/2025
9616724192	$115.08	09/11/2025	10/11/2025
9350018096	$4,029.00	09/03/2025	10/03/2025
1589514_R	$101,910.25	09/18/2025	10/18/2025
2120NOV2025	$5,378.33	10/01/2025	10/31/2025
2120OCT2025	$5,378.33	09/02/2025	10/02/2025
55P1739774	$165.09	10/01/2025	10/31/2025
55P1739775	$567.28	10/01/2025	10/31/2025
55P1740156	$205.31	10/01/2025	10/31/2025
AUG-2025	$898,604.95	09/12/2025	10/12/2025
900060440	$280,000.00	09/15/2025	10/15/2025
B20251731	$121,275.00	10/02/2025	11/01/2025
6021125004318	$15,531.00	09/19/2025	10/19/2025
6051225001709	$23,881.80	09/11/2025	10/11/2025
6051225001723	$23,652.00	09/24/2025	10/24/2025
322144059595	$252,773.75	09/17/2025	10/17/2025
1057742	$100.00	09/29/2025	10/29/2025
1061491	$150.00	09/29/2025	10/29/2025
1063187	$250.00	09/29/2025	10/29/2025
1063995	$390.00	09/29/2025	10/29/2025
1064822	$125.00	09/29/2025	10/29/2025
1065612	$90.00	09/29/2025	10/29/2025
1066946	$250.00	09/29/2025	10/29/2025
1069095	$361.00	09/29/2025	10/29/2025
1069831	$150.00	09/29/2025	10/29/2025
322144512944	$57,971.92	09/19/2025	10/19/2025
322701408964	$26,006.35	09/17/2025	10/17/2025
322702463350	$115,228.86	09/17/2025	10/17/2025
322703478845	$44.55	09/17/2025	10/17/2025
CNO01012024	$13,216.00	09/04/2025	10/04/2025
CNO10012025	$11,108.00	09/15/2025	10/15/2025
340050	$60.00	09/22/2025	10/22/2025
346689	$60.00	09/22/2025	10/22/2025
L409553-HR	$13.50	09/17/2025	10/17/2025
125144-HR	$15.00	09/24/2025	10/24/2025
125684	$15.00	09/11/2025	10/11/2025
2553292	$14,128.99	09/22/2025	10/22/2025
2565554	$5,809.04	09/22/2025	10/22/2025
15028905	$8,390.00	09/05/2025	10/05/2025
8478254	$400.00	09/05/2025	10/05/2025
9850217	$5,770.00	09/16/2025	10/16/2025
0125-CAB	$1,500.00	09/28/2025	10/28/2025

0225-PW	$2,780.00	09/28/2025	10/28/2025
0325-CAB	$3,530.00	09/28/2025	10/28/2025
0425-PW	$4,350.00	09/28/2025	10/28/2025
0525-PW	$3,350.00	09/28/2025	10/28/2025
0625-PW	$650.00	09/28/2025	10/28/2025
0725-PW	$4,450.00	09/28/2025	10/28/2025
0825-CAB	$3,830.00	09/28/2025	10/28/2025
1224-CAB	$400.00	09/28/2025	10/28/2025
0725	$6,925.00	09/15/2025	10/15/2025
0825	$6,375.00	09/15/2025	10/15/2025
082025	$970.00	09/19/2025	10/19/2025
1056-08-25	$9,025.00	09/05/2025	10/05/2025
10707604-091825	$131.37	09/29/2025	10/29/2025
17-8676	$10,026.00	09/30/2025	10/30/2025
55P1729792	$932.65	10/01/2025	10/31/2025
55P1739793	$161.92	10/01/2025	10/31/2025
55P1740061	$189.01	10/01/2025	10/31/2025
11049525494	$593.97	09/17/2025	10/17/2025
141.369	$225.96	09/22/2025	10/22/2025
141.370	$225.96	09/22/2025	10/22/2025
1007461F-0001	$417.15	09/05/2025	10/05/2025
4240945302	$758.91	09/30/2025	10/30/2025
4240945378	$83.39	09/30/2025	10/30/2025
4240945411	$822.10	09/30/2025	10/30/2025
4240945730	$1,085.38	09/30/2025	10/30/2025
4241690599	$619.41	09/30/2025	10/30/2025
4241690716	$864.91	09/30/2025	10/30/2025
4241690744	$83.39	09/30/2025	10/30/2025
4241690769	$960.94	09/30/2025	10/30/2025
4242375099	$619.41	09/30/2025	10/30/2025
4242375210	$83.39	09/30/2025	10/30/2025
4242375299	$645.36	09/30/2025	10/30/2025
4242375877	$1,127.54	09/30/2025	10/30/2025
4243078903	$619.41	09/30/2025	10/30/2025
4243078907	$83.39	09/30/2025	10/30/2025
4243078974	$675.14	09/30/2025	10/30/2025
4243079369	$827.78	09/30/2025	10/30/2025
4243824553	$619.41	09/30/2025	10/30/2025
4243824656	$641.74	09/30/2025	10/30/2025
4243824684	$83.39	09/30/2025	10/30/2025
4243825038	$924.93	09/30/2025	10/30/2025
4244580508	$619.41	09/30/2025	10/30/2025
4244580603	$83.39	09/30/2025	10/30/2025
4244580658	$864.91	09/30/2025	10/30/2025
4244580928	$960.94	09/30/2025	10/30/2025
5291527907	$114.72	10/02/2025	11/01/2025
5291527908	$255.02	10/02/2025	11/01/2025

9339054701	$2,607.00	10/02/2025	11/01/2025
PI42815	$271.82	09/04/2025	10/04/2025
253450-1	$300.00	09/10/2025	10/10/2025
253451-1	$400.00	09/10/2025	10/10/2025
253463-1	$400.00	09/12/2025	10/12/2025
253478-1	$400.00	09/12/2025	10/12/2025
253601-1	$262.50	09/19/2025	10/19/2025
253625-1	$400.00	09/12/2025	10/12/2025
253744-1	$300.00	09/19/2025	10/19/2025
253745-1	$225.00	09/19/2025	10/19/2025
251053	$3,992.09	09/30/2025	10/30/2025
251132	$1,230.52	09/24/2025	10/24/2025
251140	$287.36	09/02/2025	10/02/2025
251198	$647.33	09/17/2025	10/17/2025
CE014424923-01	$87.99	09/15/2025	10/15/2025
653302	$10,092.14	09/27/2025	10/27/2025
653457	$305.76	09/27/2025	10/27/2025
655158	$2,298.82	09/27/2025	10/27/2025
655362	$380.53	09/27/2025	10/27/2025
655641	$794.20	09/27/2025	10/27/2025
656264	$257.71	09/27/2025	10/27/2025
656496	$329.34	09/27/2025	10/27/2025
656888	$105.81	09/27/2025	10/27/2025
656890	$10.63	09/27/2025	10/27/2025
656891	$105.81	09/27/2025	10/27/2025
656937	$120.00	09/27/2025	10/27/2025
657139	$269.95	09/27/2025	10/27/2025
657321	$105.81	09/27/2025	10/27/2025
657325	$105.81	09/27/2025	10/27/2025
657633	$105.81	09/27/2025	10/27/2025
657860	$105.81	09/27/2025	10/27/2025
658343	$120.00	09/27/2025	10/27/2025
5952825	$103,618.54	09/17/2025	10/17/2025
84057	$10,422.00	09/23/2025	10/23/2025
2843084-090225	$187.85	09/08/2025	10/08/2025
55P1740058	$259.33	10/01/2025	10/31/2025
13612525460	$377.50	09/17/2025	10/17/2025
15330	$920.73	09/26/2025	10/26/2025
15331	$920.73	09/26/2025	10/26/2025
15332	$815.14	09/26/2025	10/26/2025
15333	$649.75	09/26/2025	10/26/2025
15335	$920.73	09/26/2025	10/26/2025
15337	$571.91	09/26/2025	10/26/2025
15398	$815.14	09/29/2025	10/29/2025
15399	$1,051.97	09/29/2025	10/29/2025
15401	$810.67	09/29/2025	10/29/2025
15407	$649.75	09/29/2025	10/29/2025

1643	$99.98	10/01/2025	10/31/2025
PSO0226161	$479.05	09/16/2025	10/16/2025
PSO0395651	$1,523.62	09/16/2025	10/16/2025
14923	$9,645.81	09/03/2025	10/03/2025
EL-T00015227	$846.40	09/18/2025	10/18/2025
237343N	$383.86	09/10/2025	10/10/2025
238511N	$448.80	09/10/2025	10/10/2025
238711N	$2,568.93	09/10/2025	10/10/2025
240007N	$660.50	09/10/2025	10/10/2025
240529N	$1,689.12	09/10/2025	10/10/2025
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241051N	$270.92	09/10/2025	10/10/2025
241221N	$559.72	09/10/2025	10/10/2025
241308N	$238.29	09/10/2025	10/10/2025
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241340N	$1,545.76	09/10/2025	10/10/2025
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241624N	$286.86	09/10/2025	10/10/2025
241759N	$139.11	09/10/2025	10/10/2025
242098N	$925.68	09/10/2025	10/10/2025
242100N	$474.26	09/10/2025	10/10/2025
242197N	$1,853.76	09/10/2025	10/10/2025
242205N	$245.44	09/10/2025	10/10/2025
242290N	$317.49	09/10/2025	10/10/2025
242305N	$559.72	09/10/2025	10/10/2025
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242394N	$60.48	09/10/2025	10/10/2025
242529N	$69.72	09/10/2025	10/10/2025
242614N	$644.31	09/10/2025	10/10/2025
242617N	$361.78	09/10/2025	10/10/2025
242633N	$154.77	09/10/2025	10/10/2025
242634N	$45.14	09/10/2025	10/10/2025
242665N	$971.00	09/10/2025	10/10/2025
242666N	$348.60	09/10/2025	10/10/2025
242699N	$340.05	09/10/2025	10/10/2025
242876N	$9.00	09/10/2025	10/10/2025
243108N	$170.17	09/10/2025	10/10/2025
243203N	$1,696.60	09/10/2025	10/10/2025
243215N	$623.13	09/10/2025	10/10/2025
243233N	$73.66	09/10/2025	10/10/2025
243261N	$2,278.19	09/10/2025	10/10/2025
243643N	$571.20	09/10/2025	10/10/2025
243815N	$242.00	09/10/2025	10/10/2025
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37820	$9,095.40	09/10/2025	10/10/2025
37892	$820.00	09/10/2025	10/10/2025

37942	$2,710.88	09/10/2025	10/10/2025
37973	$365.49	09/10/2025	10/10/2025
152.357	$839.28	09/23/2025	10/23/2025
107323	$4,602.15	09/27/2025	10/27/2025
111D-N9TR-D137	$202.30	09/17/2025	10/17/2025
1691-MQRP-7N73	$62.88	09/17/2025	10/17/2025
1VLH-DTLW-9GP4	$136.17	09/24/2025	10/24/2025
1WFY-P74G-3XJK	$62.88	09/17/2025	10/17/2025
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9336025226	$99.18	09/15/2025	10/15/2025
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2515552	$1,266.10	09/18/2025	10/18/2025
2516407	$163.03	09/18/2025	10/18/2025
2517324	$166.65	09/18/2025	10/18/2025
2518765	$8.11	09/18/2025	10/18/2025
2518843	$118.76	09/18/2025	10/18/2025
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459223	$6,815.81	09/17/2025	10/17/2025
459653	$16,147.57	09/17/2025	10/17/2025
459654	$1,240.75	09/17/2025	10/17/2025
459655	$625.23	09/17/2025	10/17/2025
459820	$396.00	09/17/2025	10/17/2025
460082	$7,136.61	09/18/2025	10/18/2025
460171	$2,999.64	09/18/2025	10/18/2025
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460561	$2,120.30	09/18/2025	10/18/2025
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125321	$15.00	09/02/2025	10/02/2025
30701226132	$464.19	09/10/2025	10/10/2025
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3070206113	$852.70	09/10/2025	10/10/2025
3070206141	$910.90	09/10/2025	10/10/2025
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3070225587	$518.38	09/10/2025	10/10/2025
3070225632	$595.49	09/10/2025	10/10/2025
3070225633	$316.49	09/10/2025	10/10/2025
3070225827	$539.29	09/10/2025	10/10/2025
3070225983	$464.19	09/10/2025	10/10/2025
3070226378	$518.38	09/10/2025	10/10/2025

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2114688	$18,665.32	09/03/2025	10/03/2025
2115520	$18,677.07	09/04/2025	10/04/2025
2115522	$18,695.00	09/04/2025	10/04/2025
2115929	$15,435.60	09/09/2025	10/09/2025
2115930	$2,734.38	09/09/2025	10/09/2025
2116335	$21,015.49	09/09/2025	10/09/2025
2117151	$3,616.05	09/10/2025	10/10/2025
2117153	$15,005.02	09/11/2025	10/11/2025
2117157	$19,175.44	09/10/2025	10/10/2025
2117158	$19,166.28	09/10/2025	10/10/2025
2117631	$15,107.99	09/10/2025	10/10/2025
2117632	$3,651.89	09/10/2025	10/10/2025
2117634	$5,412.57	09/12/2025	10/12/2025
2117635	$4,493.55	09/12/2025	10/12/2025
2118039	$2,254.86	09/10/2025	10/10/2025
2118107	$2,881.57	09/17/2025	10/17/2025
2118108	$987.23	09/16/2025	10/16/2025
2118109	$910.41	09/16/2025	10/16/2025
2118110	$1,075.42	09/17/2025	10/17/2025
2118111	$1,044.14	09/17/2025	10/17/2025
2118112	$1,032.75	09/17/2025	10/17/2025
2118113	$1,012.84	09/16/2025	10/16/2025
2118114	$910.41	09/16/2025	10/16/2025
2118115	$671.45	09/17/2025	10/17/2025
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2118117	$773.84	09/18/2025	10/18/2025
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2118119	$1,032.75	09/17/2025	10/17/2025
2118120	$973.01	09/17/2025	10/17/2025
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2119146	$18,838.19	09/17/2025	10/17/2025
2119605	$15,523.77	09/19/2025	10/19/2025
2119606	$1,950.92	09/19/2025	10/19/2025
2120708	$18,742.43	09/22/2025	10/22/2025
2121177	$21,002.14	09/23/2025	10/23/2025
2121179	$18,679.62	09/24/2025	10/24/2025
2121607	$16,098.23	09/25/2025	10/25/2025
2121608	$1,683.83	09/25/2025	10/25/2025
2121610	$5,831.08	09/26/2025	10/26/2025
2121611	$3,995.52	09/29/2025	10/29/2025
2122042	$1,041.61	09/29/2025	10/29/2025
2122572	$18,465.15	09/29/2025	10/29/2025
2122573	$18,469.58	09/29/2025	10/29/2025
2122981	$4,236.45	10/01/2025	10/31/2025
2122983	$14,065.05	10/01/2025	10/31/2025
6619	$6,030.49	09/11/2025	10/11/2025

6624	$1,501.46	09/11/2025	10/11/2025
6625	$5,265.95	09/11/2025	10/11/2025
6626	$6,912.60	09/16/2025	10/16/2025
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315578	$51.85	09/17/2025	10/17/2025
394692	$34.93	10/02/2025	11/01/2025
395932	$228.44	10/02/2025	11/01/2025
133736	$4,006.36	09/08/2025	10/08/2025
060323338	$633.26	09/05/2025	10/05/2025
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482383	$1,547.59	09/05/2025	10/05/2025
40601	$660.00	09/16/2025	10/16/2025
107231	$28,978.78	09/15/2025	10/15/2025
16312	$6,175.88	09/09/2025	10/09/2025
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238824N	$489.60	09/10/2025	10/10/2025
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239208N	$821.28	09/10/2025	10/10/2025
239250N	$29.48	09/10/2025	10/10/2025
239252N	$108.00	09/10/2025	10/10/2025
239261N	$93.56	09/10/2025	10/10/2025
239583N	$736.36	09/10/2025	10/10/2025
239605N	$581.03	09/10/2025	10/10/2025
239620N	$159.85	09/10/2025	10/10/2025
239817N	$101.00	09/10/2025	10/10/2025
239874N	$983.95	09/10/2025	10/10/2025
239875N	$58.67	09/10/2025	10/10/2025
239898N	$705.96	09/10/2025	10/10/2025
239899N	$111.02	09/10/2025	10/10/2025
239901N	$214.53	09/10/2025	10/10/2025
240069N	$902.78	09/10/2025	10/10/2025
240141N	$108.90	09/10/2025	10/10/2025
240417N	$1,329.56	09/10/2025	10/10/2025
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240528N	$153.00	09/10/2025	10/10/2025
240997N	$28.10	09/10/2025	10/10/2025
241679N	$13.78	09/10/2025	10/10/2025
241877N	$13.78	09/10/2025	10/10/2025
241966N	$39.81	09/10/2025	10/10/2025
242385N	$38.33	09/10/2025	10/10/2025
2306	$437.92	09/05/2025	10/05/2025
2327	$553.16	09/05/2025	10/05/2025
2328	$791.09	09/05/2025	10/05/2025
2329	$370.60	09/05/2025	10/05/2025
2330	$887.34	09/05/2025	10/05/2025

2332	$349.97	09/05/2025	10/05/2025
2346	$855.11	09/11/2025	10/11/2025
94384446	$28,588.41	09/12/2025	10/12/2025
253245-2	$158.00	09/19/2025	10/19/2025
253529-3	$158.00	09/19/2025	10/19/2025
253530-2	$158.00	09/19/2025	10/19/2025
253531-2	$158.00	09/19/2025	10/19/2025
253532-1	$158.00	09/19/2025	10/19/2025
253540-2	$158.00	09/19/2025	10/19/2025
253542-2	$158.00	09/19/2025	10/19/2025
253543-2	$158.00	09/19/2025	10/19/2025
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253545-2	$158.00	09/19/2025	10/19/2025
253546-2	$158.00	09/19/2025	10/19/2025
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253595-2	$158.00	09/19/2025	10/19/2025
253597-2	$158.00	09/19/2025	10/19/2025
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93866	$250.00	09/11/2025	10/11/2025
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186878	$856.54	09/25/2025	10/25/2025
187952	$206.55	09/25/2025	10/25/2025
188867	$393.16	09/25/2025	10/25/2025
189765	$241.95	09/25/2025	10/25/2025
190908	$490.00	09/29/2025	10/29/2025
191653	$1,339.18	09/25/2025	10/25/2025
852436810	$9,096.05	09/02/2025	10/02/2025
55P1739954	$270.15	10/01/2025	10/31/2025
55P1739959	$262.60	10/01/2025	10/31/2025
7410036476801-08252025	$265.87	09/08/2025	10/08/2025
AUGUST-2025	$925.00	09/08/2025	10/08/2025
80638	$50.00	09/09/2025	10/09/2025
JULY-2025	$275.00	09/08/2025	10/08/2025
981096443-AUGUST2025	$2,241.98	09/08/2025	10/08/2025
981096443-JULY2025	$3,460.45	09/08/2025	10/08/2025
2002-04145	$243.00	09/09/2025	10/09/2025
2009-10313-A	$12.00	09/09/2025	10/09/2025
2011-06543-A	$853.00	09/09/2025	10/09/2025
2015-9827	$272.00	09/09/2025	10/09/2025

2018-07774	$272.00	09/09/2025	10/09/2025
2843601-090225	$359.23	09/09/2025	10/09/2025
2879200-090425	$307.44	09/09/2025	10/09/2025
116.360	$53.80	09/22/2025	10/22/2025
INV0069	$440.00	09/12/2025	10/12/2025
1052663	$808.00	09/29/2025	10/29/2025
1055390	$87.50	09/29/2025	10/29/2025
1055399	$752.50	09/29/2025	10/29/2025
1056193	$87.50	09/29/2025	10/29/2025
1056203	$1,050.00	09/29/2025	10/29/2025
1056969	$367.50	09/29/2025	10/29/2025
1056976	$1,715.00	09/29/2025	10/29/2025
1057744	$800.00	09/29/2025	10/29/2025
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1059198	$2,812.50	09/29/2025	10/29/2025
1059912	$129.50	09/29/2025	10/29/2025
1059920	$192.50	09/29/2025	10/29/2025
1060647	$35.00	09/29/2025	10/29/2025
1060653	$847.50	09/29/2025	10/29/2025
1062354	$2,880.00	09/29/2025	10/29/2025
1063189	$5,954.00	09/29/2025	10/29/2025
1066944	$630.00	09/29/2025	10/29/2025
178210	$2,223.40	09/03/2025	10/03/2025
852436339	$3,650.54	09/03/2025	10/03/2025
55P1728751	$141.96	10/02/2025	11/01/2025
55P1728839	$223.11	09/10/2025	10/10/2025
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55P1739776	$298.98	10/01/2025	10/31/2025
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55P1740067	$141.96	10/01/2025	10/31/2025
55P1740068	$141.00	10/01/2025	10/31/2025
123434	$15.00	09/04/2025	10/04/2025
123434B	$45.00	09/05/2025	10/05/2025
124034	$30.00	09/04/2025	10/04/2025
124214	$15.00	09/04/2025	10/04/2025
124270	$15.00	09/04/2025	10/04/2025
124450	$160.00	09/04/2025	10/04/2025
125154	$60.00	09/04/2025	10/04/2025
125702	$90.00	09/05/2025	10/05/2025
CNOCO 25-12B	$32,589.58	09/15/2025	10/15/2025
CNOCO 25-13	$108,996.02	09/15/2025	10/15/2025
CNOCO 25-14	$129,528.40	09/15/2025	10/15/2025
CNOCO 25-15	$71,522.93	09/15/2025	10/15/2025
1253712-0	$20.71	09/22/2025	10/22/2025
1254466-0	$696.50	10/02/2025	11/01/2025
2500301032	$51,878.25	09/11/2025	10/11/2025

2500301033	$107,275.25	09/11/2025	10/11/2025
25004062	$101,074.62	09/11/2025	10/11/2025
NOCEAUG25	$48.00	09/09/2025	10/09/2025
NOCEJUL25	$16.00	09/09/2025	10/09/2025
9604143199	$195.52	09/11/2025	10/11/2025
9604143207	$438.48	09/11/2025	10/11/2025
103430	$14,890.00	09/16/2025	10/16/2025
NO763	$1,104.00	09/30/2025	10/30/2025
7410048047101-091725	$345.85	10/01/2025	10/31/2025
148827	$615.86	09/24/2025	10/24/2025
L414037	$202.50	09/17/2025	10/17/2025
L420107	$283.50	09/17/2025	10/17/2025
125681	$1,395.00	09/02/2025	10/02/2025
274375	$10,100.00	09/08/2025	10/08/2025
274409	$2,850.00	09/08/2025	10/08/2025
274659	$5,389.91	09/08/2025	10/08/2025
274977	$1,040.00	09/08/2025	10/08/2025
275905	$495.00	09/03/2025	10/03/2025
276326	$414.00	09/17/2025	10/17/2025
276327	$520.00	09/17/2025	10/17/2025
276328	$2,298.00	09/17/2025	10/17/2025
276348	$14,496.00	09/17/2025	10/17/2025
276372	$40,770.00	09/18/2025	10/18/2025
276614	$375.00	09/26/2025	10/26/2025
276673	$7,175.00	09/26/2025	10/26/2025
276748	$38,724.00	09/30/2025	10/30/2025
276749	$8,028.00	09/30/2025	10/30/2025
598412	$234.75	09/26/2025	10/26/2025
599711	$1,096.20	09/26/2025	10/26/2025
21310	$175.00	09/10/2025	10/10/2025
LP00091197	$1,798.00	09/10/2025	10/10/2025
476288155-1	$5.85	09/05/2025	10/05/2025
476290778	$68.97	10/02/2025	11/01/2025
INV 3211019	$28.90	09/05/2025	10/05/2025
INV 3212010	$34.61	09/05/2025	10/05/2025
26610	$181.60	09/17/2025	10/17/2025
11313554	$3,450.61	09/08/2025	10/08/2025
11313555	$9,970.74	09/08/2025	10/08/2025
5043842611	$1,490.00	09/05/2025	10/05/2025
5043842992	$3,215.00	09/22/2025	10/22/2025
5043843202-1	$911.00	09/12/2025	10/12/2025
5043843234	$427.00	09/12/2025	10/12/2025
5043843236	$370.00	09/12/2025	10/12/2025
5043843316	$3,152.00	09/29/2025	10/29/2025
5043843324	$366.00	09/22/2025	10/22/2025
5043843332	$1,745.00	09/22/2025	10/22/2025
IN2139283	$707.90	09/10/2025	10/10/2025

IN2290493	$703.00	09/10/2025	10/10/2025
IN2290497	$1,329.52	09/26/2025	10/26/2025
IN2344078	$707.90	09/26/2025	10/26/2025
AF2VT7D	$64.42	09/23/2025	10/23/2025
AF3AW1P	$139.12	09/23/2025	10/23/2025
AF3HI1R	$705.02	09/23/2025	10/23/2025
AF3IJ9B	$134.22	09/23/2025	10/23/2025
AF9KN3V	$45.75	09/23/2025	10/23/2025
46717310	$1,094.48	09/17/2025	10/17/2025
14837	$25.00	09/29/2025	10/29/2025
104175	$1,317.00	09/26/2025	10/26/2025
AF6139J	$189.18	09/05/2025	10/05/2025
AF6QU3F	$436.24	09/05/2025	10/05/2025
AF6RD9N	$649.20	09/05/2025	10/05/2025
AF6XR9K	$6,602.92	09/05/2025	10/05/2025
AG2TS8S	$247.35	09/29/2025	10/29/2025
287289444700X09202025	$1,021.15	09/26/2025	10/26/2025
287290341654X09202025	$2,143.96	09/26/2025	10/26/2025
55P1739864	$194.84	10/01/2025	10/31/2025
55P1739865	$194.84	10/01/2025	10/31/2025
55P1739872	$176.59	10/01/2025	10/31/2025
L420119	$13.50	09/10/2025	10/10/2025
23073273-090425	$105.41	09/10/2025	10/10/2025
24850621-082925	$409.61	09/04/2025	10/04/2025
55P1739925	$189.26	09/30/2025	10/30/2025
125698	$15.00	09/03/2025	10/03/2025
148790	$339.98	09/16/2025	10/16/2025
6120264923	$2,123.44	09/08/2025	10/08/2025
6122750915	$1,948.73	09/08/2025	10/08/2025
860164-0	$310.64	09/25/2025	10/25/2025
860164-1	$81.02	09/25/2025	10/25/2025
104276	$715.00	09/26/2025	10/26/2025
229555	$783.92	09/17/2025	10/17/2025
55P1739953	$202.40	10/01/2025	10/31/2025
55P1728898	$237.38	10/02/2025	11/01/2025
55P1739688	$216.20	10/02/2025	11/01/2025
55P1739823	$151.61	10/02/2025	11/01/2025
55P1739824	$180.04	10/02/2025	11/01/2025
55P1739825	$484.39	10/02/2025	11/01/2025
55P1739826	$140.19	10/02/2025	11/01/2025
55P1739829	$284.83	10/02/2025	11/01/2025
55P1739830	$356.92	09/30/2025	10/30/2025
55P1739831	$290.56	09/30/2025	10/30/2025
55P1739832	$1,813.36	10/01/2025	10/31/2025
55P1739833	$1,813.36	10/01/2025	10/31/2025
55P1739834	$151.21	10/01/2025	10/31/2025
55P1739835	$178.46	10/01/2025	10/31/2025

55P1739836	$741.48	10/01/2025	10/31/2025
55P1739837	$240.49	10/01/2025	10/31/2025
55P1739838	$226.67	10/01/2025	10/31/2025
55P1739839	$707.65	10/01/2025	10/31/2025
55P1739840	$301.82	10/01/2025	10/31/2025
55P1739841	$1,360.02	10/01/2025	10/31/2025
55P1739842	$680.01	10/01/2025	10/31/2025
55P1739844	$102.86	10/01/2025	10/31/2025
55P1739845	$237.38	10/01/2025	10/31/2025
55P1739846	$153.77	10/01/2025	10/31/2025
55P1739847	$86.44	10/01/2025	10/31/2025
55P1739848	$210.96	10/01/2025	10/31/2025
55P1740135	$255.42	10/02/2025	11/01/2025
2025412310302	$323.54	09/30/2025	10/30/2025
2025412349662	$438.97	09/30/2025	10/30/2025
246601368-006	$925.00	09/02/2025	10/02/2025
092925	$300.00	10/01/2025	10/31/2025
NOPDJSC7_SEPT25	$45,451.13	09/29/2025	10/29/2025
0950909	$637.37	09/09/2025	10/09/2025
123.358	$3,357.12	09/10/2025	10/10/2025
104249	$1,427.00	09/11/2025	10/11/2025
104372	$18.96	09/11/2025	10/11/2025
104457	$2,487.00	09/26/2025	10/26/2025
C202574	$3,862.50	09/05/2025	10/05/2025
8011985115	$40.00	09/25/2025	10/25/2025
8012076835	$40.00	09/25/2025	10/25/2025
104248	$3,747.00	09/11/2025	10/11/2025
148753	$883.50	09/22/2025	10/22/2025
1252894-0	$812.10	09/12/2025	10/12/2025
1080	$22,120.00	09/29/2025	10/29/2025
1082	$22,120.00	09/29/2025	10/29/2025
1084	$22,120.00	09/29/2025	10/29/2025
136758	$50,800.00	09/23/2025	10/23/2025
4050	$160,869.50	09/15/2025	10/15/2025
198640104	$1,386.41	10/01/2025	10/31/2025
790024386-050	$120.00	09/15/2025	10/15/2025
3632921-202508-1	$718.60	09/04/2025	10/04/2025
L420116	$1,424.00	09/03/2025	10/03/2025
125682	$4,140.00	09/02/2025	10/02/2025
665662343	$533.00	10/02/2025	11/01/2025
169706	$1,596.00	09/10/2025	10/10/2025
978867	$1,651.28	09/02/2025	10/02/2025
978868	$1,651.28	09/02/2025	10/02/2025
981921	$1,651.28	09/24/2025	10/24/2025
981923	$1,651.28	09/24/2025	10/24/2025
2025059049	$968.30	09/04/2025	10/04/2025
104460	$4,232.00	09/26/2025	10/26/2025

104247	$7,143.00	09/26/2025	10/26/2025
104246	$3,700.00	09/26/2025	10/26/2025
237524403	$9,680.25	09/25/2025	10/25/2025
169756	$510.00	09/24/2025	10/24/2025
287187	$102.65	09/11/2025	10/11/2025
287323	$103.65	09/11/2025	10/11/2025
287525	$103.65	09/11/2025	10/11/2025
287580	$103.65	09/11/2025	10/11/2025
287776	$198.42	09/11/2025	10/11/2025
287880	$327.42	09/11/2025	10/11/2025
287935	$179.98	09/11/2025	10/11/2025
288026	$506.38	09/26/2025	10/26/2025
288487	$297.63	09/26/2025	10/26/2025
288609	$621.59	09/26/2025	10/26/2025
288637	$352.73	09/30/2025	10/30/2025
288638	$352.73	09/30/2025	10/30/2025
288639	$352.73	09/30/2025	10/30/2025
288674	$102.65	09/30/2025	10/30/2025
1253346-0	$326.54	09/12/2025	10/12/2025
0951646	$302.80	09/09/2025	10/09/2025
0951647	$302.80	09/09/2025	10/09/2025
0951648	$302.80	09/09/2025	10/09/2025
0951649	$302.80	09/09/2025	10/09/2025
0951650	$302.80	09/09/2025	10/09/2025
0951651	$302.80	09/09/2025	10/09/2025
0951652	$302.80	09/09/2025	10/09/2025
0951653	$302.80	09/09/2025	10/09/2025
0951684	$302.80	09/09/2025	10/09/2025
0708877-IN	$233.90	09/12/2025	10/12/2025
34179	$34,803.00	09/19/2025	10/19/2025
34205	$25,780.00	09/22/2025	10/22/2025
77243013	$26,515.92	09/19/2025	10/19/2025
02066229	$5,620.00	09/10/2025	10/10/2025
0979082	$4,595.41	09/17/2025	10/17/2025
2473549	$71.94	10/01/2025	10/31/2025
3208898	$2,066.70	09/17/2025	10/17/2025
8012076847	$251.00	09/25/2025	10/25/2025
13098	$580.00	09/04/2025	10/04/2025
130747468	$1,808.94	09/09/2025	10/09/2025
9623265528	$413.72	09/02/2025	10/02/2025
3508330	$1,907.48	09/09/2025	10/09/2025
3496522	$207.15	09/09/2025	10/09/2025
3497328	$2,311.12	09/09/2025	10/09/2025
3502639	$690.90	09/09/2025	10/09/2025
3509420	$4,324.02	09/09/2025	10/09/2025
3511788	$721.22	09/09/2025	10/09/2025
3546353	$7,740.00	09/09/2025	10/09/2025

3608652	$1,639.15	09/09/2025	10/09/2025
3618646	$486.64	09/09/2025	10/09/2025
3622109	$4,683.22	09/09/2025	10/09/2025
3624568	$344.04	09/09/2025	10/09/2025
3629146	$143.60	09/09/2025	10/09/2025
3644967	$5,512.15	09/09/2025	10/09/2025
3697653	$4,283.88	09/09/2025	10/09/2025
104429	$33,538.00	09/26/2025	10/26/2025
8818976098	$397.90	09/11/2025	10/11/2025
8819262195	$83.32	09/11/2025	10/11/2025
8819272736	$3,153.60	09/11/2025	10/11/2025
8819342859	$34.89	09/02/2025	10/02/2025
8819831039	$630.40	09/03/2025	10/03/2025
8819833522	$5,212.53	09/03/2025	10/03/2025
39578532	$31.50	09/02/2025	10/02/2025
39626490	$1,482.80	09/29/2025	10/29/2025
39648311	$31.50	10/01/2025	10/31/2025
999815318	$2,942.34	09/11/2025	10/11/2025
229513	$2,097.00	09/09/2025	10/09/2025
INV1337919	$284.48	09/05/2025	10/05/2025
3115962	$13,886.12	09/08/2025	10/08/2025
1252280-0	$712.46	09/22/2025	10/22/2025
55P1739827	$223.71	10/02/2025	11/01/2025
55P1739828	$447.42	10/02/2025	11/01/2025
55P1739843	$190.94	10/01/2025	10/31/2025
08312025	$1,890.00	09/03/2025	10/03/2025
13099	$271.44	09/04/2025	10/04/2025
55P1739849	$248.10	10/01/2025	10/31/2025
OFAPNB-0318	$10,420.50	10/02/2025	11/01/2025
237512274	$2,991.87	09/25/2025	10/25/2025
L420120	$54.00	09/04/2025	10/04/2025
L422329	$27.00	10/02/2025	11/01/2025
13929838-091825	$65.74	09/22/2025	10/22/2025
55P1739691	$97.86	10/01/2025	10/31/2025
125699	$30.00	09/11/2025	10/11/2025
979463835-20250820	$573.20	09/22/2025	10/22/2025
257826476	$256.00	09/04/2025	10/04/2025
257831526	$82.00	09/04/2025	10/04/2025
1692564	$400.00	09/03/2025	10/03/2025
1724812	$400.00	09/03/2025	10/03/2025
1754276	$400.00	09/03/2025	10/03/2025
12117	$848.00	09/30/2025	10/30/2025
SCA420902202956	$4,196.88	09/17/2025	10/17/2025
859798-0	$475.02	09/04/2025	10/04/2025
859798-1	$21.18	09/04/2025	10/04/2025
234119292-023	$190.00	09/29/2025	10/29/2025
62471 2	$264.20	09/02/2025	10/02/2025

62530	$2,614.60	09/02/2025	10/02/2025
62660	$2,614.60	09/08/2025	10/08/2025
62716	$2,614.60	09/17/2025	10/17/2025
1756179	$791,715.90	09/05/2025	10/05/2025
0000207933	$10,700.00	09/03/2025	10/03/2025
0000209119	$1,188,628.04	09/30/2025	10/30/2025
0000209120	$1,556,644.68	09/30/2025	10/30/2025
0000209121	$459,000.00	09/30/2025	10/30/2025
289304	$808.09	09/11/2025	10/11/2025
12844	$1,500.00	09/22/2025	10/22/2025
9628412802	$954.24	09/04/2025	10/04/2025
1060319	$440,210.12	09/02/2025	10/02/2025
1060740	$420,240.00	10/01/2025	10/31/2025
61441-2	$795.42	09/10/2025	10/10/2025
62715	$939.42	09/15/2025	10/15/2025
50294	$11,770.00	09/03/2025	10/03/2025
0001755421	$4,835.00	09/04/2025	10/04/2025
0001755422	$2,995.00	09/04/2025	10/04/2025
0001756123	$8,234.23	09/05/2025	10/05/2025
107217	$20,710.02	09/24/2025	10/24/2025
08-2025	$252.00	09/04/2025	10/04/2025
09-2025	$196.80	10/02/2025	11/01/2025
285550	$936.26	09/05/2025	10/05/2025
287926	$694.10	09/10/2025	10/10/2025
INV 3218994	$333.76	09/19/2025	10/19/2025
INV 3220685	$977.44	09/26/2025	10/26/2025
2501543	$992.20	09/05/2025	10/05/2025
9629875403	$452.16	09/05/2025	10/05/2025
0825TASLEADEXPANSION	$31,927.68	10/02/2025	11/01/2025
46DB8D48-0001	$139.99	09/05/2025	10/05/2025
428772489001	$53.14	09/08/2025	10/08/2025
428772504001	$49.65	09/08/2025	10/08/2025
438466385001	$140.90	09/26/2025	10/26/2025
2880300-090425	$208.95	09/08/2025	10/08/2025
44767808	$1,090.53	09/22/2025	10/22/2025
44770075	$247.74	09/22/2025	10/22/2025
894395	$81.98	09/22/2025	10/22/2025
1251918-1	$25.10	09/19/2025	10/19/2025
1253784-0	$35.10	09/22/2025	10/22/2025
113.365	$53.80	09/22/2025	10/22/2025
113.366	$53.80	09/22/2025	10/22/2025
ARINV75750023	$32.99	09/08/2025	10/08/2025
EDBUSA-4439	$2,066.00	10/01/2025	10/31/2025
16307	$1,866.40	09/10/2025	10/10/2025
16321	$466.60	09/10/2025	10/10/2025
436941649001	$34.60	09/08/2025	10/08/2025
1252284-1	$20.23	09/12/2025	10/12/2025

1252284-2	$20.23	09/12/2025	10/12/2025
24409280-090425	$41.77	09/08/2025	10/08/2025
CEA06302025	$4,779.83	09/11/2025	10/11/2025
CEA08312025	$3,857.75	09/16/2025	10/16/2025
CNOAIR08312025	$108,554.54	09/16/2025	10/16/2025
INV-00003227	$37,115.88	09/25/2025	10/25/2025
08-25-03	$76,878.56	09/26/2025	10/26/2025
SLLSDV-AIRCCSAUG25	$21,487.76	09/19/2025	10/19/2025
SLLSDV-AIRCCSJUL25	$19,642.14	09/19/2025	10/19/2025
20250015	$6,980.39	09/05/2025	10/05/2025
6-2025-P1	$52,246.80	09/05/2025	10/05/2025
6-2025-P2	$46,832.02	09/05/2025	10/05/2025
JUNE 2025 NP	$25,935.72	09/26/2025	10/26/2025
MARCH 25 NP	$47,480.04	09/29/2025	10/29/2025
466	$25,000.00	09/10/2025	10/10/2025
ARB250905LAY AUG'25	$41,666.67	09/12/2025	10/12/2025
5001	$2,472.47	09/10/2025	10/10/2025
5423/K23-1195-19	$1,204.29	09/07/2025	10/07/2025
5423/K23-1195-20	$7,560.55	09/12/2025	10/12/2025
AD1238	$37,933.80	09/18/2025	10/18/2025
71379	$896.00	09/04/2025	10/04/2025
21593158-090425	$143.90	09/08/2025	10/08/2025
1253154-0	$20.15	09/19/2025	10/19/2025
1253154-1	$117.42	09/19/2025	10/19/2025
1253154-2	$117.42	09/19/2025	10/19/2025
55P1739866	$71.71	10/01/2025	10/31/2025
55P1740051	$71.71	10/01/2025	10/31/2025
39846473	$386.84	09/08/2025	10/08/2025
39846480	$407.57	09/08/2025	10/08/2025
125620	$995.00	09/04/2025	10/04/2025
125683	$910.00	09/04/2025	10/04/2025
LANE493890	$4,439.91	09/02/2025	10/02/2025
LANE493891	$1,339.63	09/02/2025	10/02/2025
LANE493903	$50.94	09/02/2025	10/02/2025
LANE494065	$49.37	09/02/2025	10/02/2025
LANE494191	$378.27	09/18/2025	10/18/2025
LANE494274	$11,917.50	09/22/2025	10/22/2025
LANE494428	$216.24	10/01/2025	10/31/2025
9210292092DM	$16,564.10	09/30/2025	10/30/2025
6122630160	$680.17	09/16/2025	10/16/2025
316481	$19.99	09/23/2025	10/23/2025
49709933	$272.31	09/14/2025	10/14/2025
49777376	$272.31	09/14/2025	10/14/2025
49818061	$272.31	09/14/2025	10/14/2025
49847907	$9,089.11	09/14/2025	10/14/2025
49959182	$72.79	09/14/2025	10/14/2025
50975624	$403.25	09/08/2025	10/08/2025

51139587	$379.21	09/08/2025	10/08/2025
51139588	$354.29	09/08/2025	10/08/2025
51206643	$563.49	09/08/2025	10/08/2025
51413686	$100.41	09/08/2025	10/08/2025
51413687	$30.14	09/08/2025	10/08/2025
51413688	$610.11	09/08/2025	10/08/2025
51448025	$775.43	09/08/2025	10/08/2025
51497761	$313.19	09/08/2025	10/08/2025
51531366	$92.80	09/08/2025	10/08/2025
51531367	$272.09	09/08/2025	10/08/2025
51558433	$1,092.44	09/08/2025	10/08/2025
51581501	$8,419.85	09/14/2025	10/14/2025
51581505	$205.47	09/08/2025	10/08/2025
51883381	$233.89	09/14/2025	10/14/2025
51921388	$234.97	09/14/2025	10/14/2025
4328858	$29,792.00	09/23/2025	10/23/2025
0369975	$674.78	09/10/2025	10/10/2025
46261	$165.00	09/08/2025	10/08/2025
46152031	$87.00	09/08/2025	10/08/2025
47334084	$6,130.96	09/26/2025	10/26/2025
06-25-06	$4,498.76	09/30/2025	10/30/2025
07-25-06	$16,583.17	09/08/2025	10/08/2025
0952185	$2,701.06	09/26/2025	10/26/2025
0952210	$2,701.06	09/26/2025	10/26/2025
104242	$27.65	09/26/2025	10/26/2025
IN2291975	$3,665.45	09/26/2025	10/26/2025
228772	$175.00	09/10/2025	10/10/2025
229143	$175.00	09/10/2025	10/10/2025
229539	$175.00	09/10/2025	10/10/2025
230041	$175.00	09/10/2025	10/10/2025
230143	$175.00	09/10/2025	10/10/2025
INV-00158842	$576.00	09/05/2025	10/05/2025
INV-00158843	$576.00	09/05/2025	10/05/2025
INV-00158975	$864.00	09/05/2025	10/05/2025
INV-00159358	$576.00	09/05/2025	10/05/2025
INV-00159360	$288.00	09/05/2025	10/05/2025
1636066	$1,711.50	09/10/2025	10/10/2025
SC2516	$1,359.20	09/23/2025	10/23/2025
6102514514	$2,219.62	09/30/2025	10/30/2025
6104952510	$3,418.70	09/30/2025	10/30/2025
6107409839	$3,377.40	09/30/2025	10/30/2025
6109907450	$7,786.79	09/30/2025	10/30/2025
6112402282	$6,203.26	09/30/2025	10/30/2025
6114911258	$4,109.16	09/30/2025	10/30/2025
6117421154	$4,514.31	09/30/2025	10/30/2025
6119940702	$1,149.71	09/30/2025	10/30/2025
6120143936	$2,817.85	09/30/2025	10/30/2025

6122630159	$3,378.17	09/16/2025	10/16/2025
6122630161	$1,941.94	09/30/2025	10/30/2025
860584-0	$174.79	09/25/2025	10/25/2025
860584-2	$15.63	09/25/2025	10/25/2025
860584-3	$26.17	09/25/2025	10/25/2025
861343-0	$89.95	09/25/2025	10/25/2025
AN-8053	$7,181.92	09/22/2025	10/22/2025
5446802025	$15.50	09/29/2025	10/29/2025
5471402025	$102.00	09/29/2025	10/29/2025
101-48835-01	$3,012.60	09/29/2025	10/29/2025
178559	$610.20	09/24/2025	10/24/2025
01465041	$141.40	09/23/2025	10/23/2025
01467820	$105.00	10/02/2025	11/01/2025
L409559	$81.00	09/17/2025	10/17/2025
L420108	$135.00	09/17/2025	10/17/2025
434504009001	$525.46	09/09/2025	10/09/2025
434504010001	$22.94	09/09/2025	10/09/2025
434504011001	$61.22	09/09/2025	10/09/2025
434983447001	$75.90	09/08/2025	10/08/2025
440466293001	$85.46	09/26/2025	10/26/2025
440466293002	$115.38	09/26/2025	10/26/2025
440466294001	$455.92	09/26/2025	10/26/2025
441356523001	$67.65	09/26/2025	10/26/2025
441356526001	$283.19	09/26/2025	10/26/2025
B19935722	$307.07	09/23/2025	10/23/2025
954376	$742.00	09/02/2025	10/02/2025
2575466	$7,301.09	09/02/2025	10/02/2025
SC2510A	$4,978.10	09/05/2025	10/05/2025
55P1728866	$110.88	09/30/2025	10/30/2025
55P1729079	$140.19	09/30/2025	10/30/2025
55P1729087	$162.96	09/30/2025	10/30/2025
55P1739809	$110.88	09/30/2025	10/30/2025
55P1740045	$140.19	09/30/2025	10/30/2025
55P1740046	$172.22	10/01/2025	10/31/2025
55P1740047	$107.45	10/01/2025	10/31/2025
55P1740048	$144.53	10/01/2025	10/31/2025
55P1740049	$102.21	10/01/2025	10/31/2025
55P1740050	$102.21	10/01/2025	10/31/2025
55P1740052	$114.33	10/01/2025	10/31/2025
55P1740053	$162.96	09/30/2025	10/30/2025
7410041110901-08222025	$307.54	09/16/2025	10/16/2025
44715598	$128.16	09/23/2025	10/23/2025
14299854	$57.14	09/25/2025	10/25/2025
6123814910-NOHD	$1,802.15	09/29/2025	10/29/2025
257826692	$40.00	09/08/2025	10/08/2025
257827151	$40.00	09/08/2025	10/08/2025
257827153	$40.00	09/08/2025	10/08/2025

257831307	$40.00	09/08/2025	10/08/2025
257835604	$40.00	09/08/2025	10/08/2025
257835689	$40.00	09/08/2025	10/08/2025
257835793	$40.00	09/08/2025	10/08/2025
257835856	$40.00	09/08/2025	10/08/2025
257835967	$40.00	09/08/2025	10/08/2025
257839990	$40.00	09/08/2025	10/08/2025
257840528	$40.00	09/08/2025	10/08/2025
139547	$46.99	09/03/2025	10/03/2025
142883	$24.99	09/03/2025	10/03/2025
186823	$24.99	09/03/2025	10/03/2025
204663	$46.99	09/03/2025	10/03/2025
377869	$38.67	10/02/2025	11/01/2025
26241	$454.50	09/25/2025	10/25/2025
12D	$36,950.28	09/19/2025	10/19/2025
13D	$38,374.28	09/19/2025	10/19/2025
14D	$26,000.00	09/28/2025	10/28/2025
0912	$1,015.00	09/10/2025	10/10/2025
44340127	$310.40	09/11/2025	10/11/2025
84698296	$58.61	09/17/2025	10/17/2025
84731176	$111.04	09/17/2025	10/17/2025
84739536	$2.75	09/18/2025	10/18/2025
INV3155	$6,809.69	09/22/2025	10/22/2025
INV3407	$1,752.84	09/25/2025	10/25/2025
6123814910-HCH	$919.74	09/29/2025	10/29/2025
INV-00003118-3119	$186,936.11	09/09/2025	10/09/2025
041939	$37,391.25	09/16/2025	10/16/2025
41938	$37,391.25	09/09/2025	10/09/2025
11138319-091225	$132.10	09/18/2025	10/18/2025
7719615-091725	$102.90	09/23/2025	10/23/2025
8011895834	$105.00	09/25/2025	10/25/2025
8011895835	$315.00	09/25/2025	10/25/2025
110	$20,460.35	10/02/2025	11/01/2025
20260630-301120	$5,000.00	09/17/2025	10/17/2025
5518998397	$124.97	09/08/2025	10/08/2025
5518998532	$43.49	09/08/2025	10/08/2025
5518998675	$43.49	09/08/2025	10/08/2025
1252556-0	$64.14	09/12/2025	10/12/2025
1252557-0	$125.50	09/12/2025	10/12/2025
1253339-0	$87.37	09/19/2025	10/19/2025
1254043-0	$161.30	09/22/2025	10/22/2025
1254564-0	$84.00	09/30/2025	10/30/2025
1254600-0	$1,083.11	09/30/2025	10/30/2025
1254600-1	$49.15	09/30/2025	10/30/2025
1254607-0	$26.63	09/30/2025	10/30/2025
64787	$135.00	09/29/2025	10/29/2025
6138	$525.00	09/29/2025	10/29/2025

0950725R	$1,022.50	09/26/2025	10/26/2025
0951385	$1,707.92	09/26/2025	10/26/2025
0952161	$1,345.82	09/26/2025	10/26/2025
7624	$15.90	09/09/2025	10/09/2025
11708448	$1,395.42	09/09/2025	10/09/2025
563050-178695	$15,009.57	09/02/2025	10/02/2025
2735	$3,000.00	09/20/2025	10/20/2025
16308	$4,432.70	09/10/2025	10/10/2025
16319	$419.94	09/09/2025	10/09/2025
16322	$4,432.70	09/10/2025	10/10/2025
16336	$3,989.43	09/10/2025	10/10/2025
52525	$800.00	09/02/2025	10/02/2025
INV-52533	$800.00	09/27/2025	10/27/2025
29429	$11,950.00	09/17/2025	10/17/2025
104235	$1,309.00	09/18/2025	10/18/2025
0057989	$2,181.41	09/10/2025	10/10/2025
348620	$20.00	09/11/2025	10/11/2025
HRSA-EHE-AUG25	$169,353.74	10/01/2025	10/31/2025
HRSA-EHE-MAR25R	$68,216.52	09/30/2025	10/30/2025
04-2025-NP	$28,186.94	09/05/2025	10/05/2025
05-2025-NP	$32,818.32	09/05/2025	10/05/2025
HEALTH 3/18	$11,110.00	09/30/2025	10/30/2025
SY26 2 OF 8	$11,110.00	09/03/2025	10/03/2025
5002	$16,518.69	09/10/2025	10/10/2025
10216	$5,778.24	10/01/2025	10/31/2025
1003	$1,200.00	09/05/2025	10/05/2025
INV-05133	$4,426.25	09/08/2025	10/08/2025
91125OHP	$450.00	09/23/2025	10/23/2025
42283	$4,910.00	09/24/2025	10/24/2025
43634	$6,315.00	10/02/2025	11/01/2025
0635F933-0002	$357.12	09/05/2025	10/05/2025
5A48D44E-0002	$1,608.57	09/05/2025	10/05/2025
5E01A2F9-0001	$278.10	09/05/2025	10/05/2025
0609A621-0013	$4,240.00	09/09/2025	10/09/2025
1382	$3,430.35	09/23/2025	10/23/2025
1389	$5,817.15	09/30/2025	10/30/2025
70058	$3,966.00	09/08/2025	10/08/2025
45875855	$516.87	09/02/2025	10/02/2025
NOEMSJSC7_SEPT25	$2,574.60	09/29/2025	10/29/2025
0299930	$4,784.73	09/29/2025	10/29/2025
4153871	$1,161.60	09/17/2025	10/17/2025
1-136448599282	$10,473.00	09/18/2025	10/18/2025
1-136507805227	$5,917.00	09/26/2025	10/26/2025
302751	$99.00	10/01/2025	10/31/2025
287347581408X09062025	$1,011.77	09/26/2025	10/26/2025
55P1730305	$49.36	10/02/2025	11/01/2025
55P1739694	$262.08	10/01/2025	10/31/2025

7410047165601-091825	$436.01	09/23/2025	10/23/2025
INV 3216807	$458.48	09/16/2025	10/16/2025
315636786	$32,639.00	09/25/2025	10/25/2025
315546878	$530.00	09/25/2025	10/25/2025
315576494	$1,789.12	09/25/2025	10/25/2025
315588595	$2,826.13	09/25/2025	10/25/2025
315598615	$738.00	09/25/2025	10/25/2025
315601049	$1,936.12	09/25/2025	10/25/2025
125624	$265.00	09/12/2025	10/12/2025
125691	$300.00	09/12/2025	10/12/2025
13612524865	$1,132.23	09/17/2025	10/17/2025
197738261	$457.37	09/11/2025	10/11/2025
35487003-001	$32,302.20	09/04/2025	10/04/2025
35487003-002	$21,327.20	09/04/2025	10/04/2025
35487003-003	$21,327.20	09/04/2025	10/04/2025
35487003-004	$21,327.20	09/04/2025	10/04/2025
35487003-005	$21,327.20	09/29/2025	10/29/2025
84	$6,974.22	09/11/2025	10/11/2025
INV002240648	$770.52	09/30/2025	10/30/2025
3980501	$1,916.45	09/03/2025	10/03/2025
309	$3,600.00	09/09/2025	10/09/2025
31787	$1,189.50	10/02/2025	11/01/2025
CNO1042	$1,450.00	09/16/2025	10/16/2025
5519020678	$43.18	09/08/2025	10/08/2025
13100	$471.17	09/04/2025	10/04/2025
NOHSAUG25	$146.19	09/08/2025	10/08/2025
1980894	$1,908.25	09/05/2025	10/05/2025
2238103	$954.26	09/15/2025	10/15/2025
2518758	$9,037.30	09/15/2025	10/15/2025
2905893	$1,174.80	09/26/2025	10/26/2025
8980	$255.00	10/01/2025	10/31/2025
INV-8906	$255.00	09/04/2025	10/04/2025
100176	$4,018.58	09/23/2025	10/23/2025
114.370	$376.60	09/22/2025	10/22/2025
114.371	$376.60	09/22/2025	10/22/2025
114.372	$376.60	09/22/2025	10/22/2025
15460	$9,155.00	09/10/2025	10/10/2025
15520	$2,090.50	09/29/2025	10/29/2025
INV-4393682	$172.01	09/08/2025	10/08/2025
55P1739689	$235.38	10/01/2025	10/31/2025
48723-US06A	$20,055.85	09/16/2025	10/16/2025
48725-US06A	$64,178.73	09/16/2025	10/16/2025
48735-US06A	$2,587.50	09/11/2025	10/11/2025
48741-US06A	$492,046.53	09/16/2025	10/16/2025
48796-US06A	$4,400.00	09/16/2025	10/16/2025
112.368	$64.56	09/22/2025	10/22/2025
112.369	$64.56	09/22/2025	10/22/2025

104174	$15,418.90	09/26/2025	10/26/2025
22814	$80,440.00	09/24/2025	10/24/2025
1589511	$51,520.00	09/12/2025	10/12/2025
1589519	$41,478.00	09/12/2025	10/12/2025
1589524	$10,579.00	09/12/2025	10/12/2025
1589525	$15,575.00	09/12/2025	10/12/2025
20250000752	$363,144.76	09/25/2025	10/25/2025
KRKC975	$3,298.35	09/10/2025	10/10/2025
6468279-091825	$220.81	10/01/2025	10/31/2025
55P1740066	$557.60	10/01/2025	10/31/2025
6121136971	$686.11	10/01/2025	10/31/2025
700851419	$10,730.00	09/30/2025	10/30/2025
700852597	$199,442.49	09/30/2025	10/30/2025
700854513A	$453.40	09/30/2025	10/30/2025
700854788	$24,560.00	09/30/2025	10/30/2025
55P1739683	$117.98	10/02/2025	11/01/2025
55P1739684	$117.98	10/02/2025	11/01/2025
55P1739686	$117.98	10/02/2025	11/01/2025
55P1739687	$197.08	10/02/2025	11/01/2025
149693	$6,664.48	09/16/2025	10/16/2025
150360	$22,255.91	10/02/2025	11/01/2025
6123404582	$493.89	09/30/2025	10/30/2025
110.366	$215.20	09/12/2025	10/12/2025
110.367	$215.20	09/12/2025	10/12/2025
110.368	$215.20	09/22/2025	10/22/2025
346684	$200.00	09/11/2025	10/11/2025
55P1739685	$99.68	10/02/2025	11/01/2025
55P1740074	$192.21	10/01/2025	10/31/2025
13792802	$1,821.89	09/05/2025	10/05/2025
14561080	$15,993.34	09/19/2025	10/19/2025
14590603	$15,731.44	09/18/2025	10/18/2025
14650296	$15,654.94	09/24/2025	10/24/2025
14703319	$15,030.45	09/25/2025	10/25/2025
158.361	$107.60	09/17/2025	10/17/2025
158.362	$107.60	09/17/2025	10/17/2025
55P1739873	$309.89	10/01/2025	10/31/2025
254120	$675.00	09/10/2025	10/10/2025
45318718	$1,213.00	09/09/2025	10/09/2025
45410641	$448.00	09/15/2025	10/15/2025
45414778	$256.00	09/15/2025	10/15/2025
6123044032	$255.53	09/16/2025	10/16/2025
101.367	$86.08	09/11/2025	10/11/2025
101.368	$86.08	09/22/2025	10/22/2025
115.359	$32.28	09/22/2025	10/22/2025
350640	$200.00	09/11/2025	10/11/2025
1230	$2,071.21	09/16/2025	10/16/2025
55P1739991	$189.62	10/01/2025	10/31/2025

267039591-090825	$34.43	09/08/2025	10/08/2025
109.360	$32.28	09/18/2025	10/18/2025
4241211855	$216.58	09/30/2025	10/30/2025
4242629307	$216.58	09/30/2025	10/30/2025
4243424660	$216.58	09/30/2025	10/30/2025
4244139396	$216.58	09/30/2025	10/30/2025
B20239567	$2,883.65	09/26/2025	10/26/2025
21375	$3,920.00	09/15/2025	10/15/2025
202500000477	$11,661.18	09/19/2025	10/19/2025
3145404	$13.90	09/18/2025	10/18/2025
3145503	$13.90	09/18/2025	10/18/2025
55P1739786	$130.75	10/01/2025	10/31/2025
55P1739787	$130.75	10/01/2025	10/31/2025
55P1739788	$270.28	10/01/2025	10/31/2025
55P1739789	$86.44	10/01/2025	10/31/2025
55P1739857	$105.35	10/02/2025	11/01/2025
7410044602301-09112025	$124.87	09/23/2025	10/23/2025
315666416	$7,793.00	09/25/2025	10/25/2025
11049525407	$118.93	09/17/2025	10/17/2025
197713695	$450.96	09/10/2025	10/10/2025
119676	$1,042.84	09/05/2025	10/05/2025
119786	$1,751.37	09/18/2025	10/18/2025
70329-B	$23,098.00	09/08/2025	10/08/2025
70872-B	$14,372.00	09/08/2025	10/08/2025
71214	$390.00	09/05/2025	10/05/2025
71336	$260.00	09/17/2025	10/17/2025
71338	$260.00	09/17/2025	10/17/2025
71343	$815.52	09/17/2025	10/17/2025
71378	$8,790.00	09/24/2025	10/24/2025
71379	$780.00	09/24/2025	10/24/2025
71445	$2,580.00	09/24/2025	10/24/2025
LANE493970	$2,611.46	09/02/2025	10/02/2025
LANE494000	$67.29	09/02/2025	10/02/2025
LANE494040	$3,327.87	09/02/2025	10/02/2025
LANE494078	$400.62	09/08/2025	10/08/2025
LANE494171	$2,225.37	09/15/2025	10/15/2025
242717110-012	$68.00	09/02/2025	10/02/2025
244791342-007	$91.00	09/02/2025	10/02/2025
244791342-008	$91.00	09/29/2025	10/29/2025
245563292-007	$68.00	09/02/2025	10/02/2025
245563292-008	$68.00	09/29/2025	10/29/2025
6123326332	$1,188.81	09/30/2025	10/30/2025
1000NOV2025	$23,903.11	09/30/2025	10/30/2025
1000OCT2025	$23,903.11	09/02/2025	10/02/2025
1100NOV2025	$23,880.49	09/30/2025	10/30/2025
1100OCT2025	$23,880.49	09/02/2025	10/02/2025
1800NOV2025	$7,671.11	09/30/2025	10/30/2025

1800OCT2025	$7,671.11	09/02/2025	10/02/2025
1900NOV2025	$12,799.28	09/30/2025	10/30/2025
1900OCT2025	$12,799.28	09/02/2025	10/02/2025
800NOV2025	$28,117.57	09/30/2025	10/30/2025
800OCT2025	$30,734.93	09/02/2025	10/02/2025
900ANOV2025	$11,945.63	09/30/2025	10/30/2025
900AOCT2025	$11,945.63	09/02/2025	10/02/2025
900BNOV2025	$11,945.63	09/30/2025	10/30/2025
900BOCT2025	$11,945.63	09/02/2025	10/02/2025
2049658	$330.00	09/19/2025	10/19/2025
2466040	$330.00	09/16/2025	10/16/2025
25-0001-OP	$4,855.50	09/29/2025	10/29/2025
25-0064-OP	$63.50	09/09/2025	10/09/2025
25-0088-OP	$5,600.00	09/09/2025	10/09/2025
JSC1_SEPT25	$10,450.96	09/29/2025	10/29/2025
JSC2_SEPT25	$70,178.55	09/29/2025	10/29/2025
JSC3_SEPT25	$6,962.51	09/29/2025	10/29/2025
JSC4_SEPT25	$13,759.44	09/29/2025	10/29/2025
8189	$6,349.00	09/11/2025	10/11/2025
8237	$10,393.33	09/24/2025	10/24/2025
000004318	$77,423.22	09/22/2025	10/22/2025
OWO16401	$960.00	09/03/2025	10/03/2025
OWO16402	$640.00	09/03/2025	10/03/2025
OWO16404	$320.00	09/03/2025	10/03/2025
OWO16405	$320.00	09/03/2025	10/03/2025
OWO16406	$5,280.00	09/03/2025	10/03/2025
OWO16408	$320.00	09/03/2025	10/03/2025
OWO16409	$320.00	09/03/2025	10/03/2025
368925-001	$7,859.00	10/01/2025	10/31/2025
920006746	$3,955.00	09/15/2025	10/15/2025
920006976	$19,165.00	09/15/2025	10/15/2025
920006996	$1,034.91	09/15/2025	10/15/2025
920006997	$266.00	09/15/2025	10/15/2025
920006998	$605.50	09/15/2025	10/15/2025
920006999	$569.73	09/15/2025	10/15/2025
920007006	$7,897.00	09/15/2025	10/15/2025
920007421	$3,374.00	09/15/2025	10/15/2025
920007422	$3,532.00	09/15/2025	10/15/2025
920007575	$308.26	10/01/2025	10/31/2025
920007727	$2,885.00	10/01/2025	10/31/2025
920007780	$557.00	10/01/2025	10/31/2025
31336	$230.00	09/11/2025	10/11/2025
2946	$7,669.22	09/09/2025	10/09/2025
5519052550	$124.04	09/08/2025	10/08/2025
9164467364	$238.98	09/08/2025	10/08/2025
13363	$1,080.23	09/12/2025	10/12/2025
13364	$433.98	09/15/2025	10/15/2025

13365	$902.65	09/15/2025	10/15/2025
13376	$520.00	09/16/2025	10/16/2025
13377	$260.00	09/16/2025	10/16/2025
13379	$520.00	09/16/2025	10/16/2025
13393	$9,069.18	09/30/2025	10/30/2025
859177-0	$156.14	09/04/2025	10/04/2025
W2194726	$6,480.00	09/03/2025	10/03/2025
9623001048	$1,390.50	09/05/2025	10/05/2025
9623196053	$99.59	09/04/2025	10/04/2025
9623196061	$1,010.19	09/04/2025	10/04/2025
9623215747	$1,193.50	09/04/2025	10/04/2025
9627156434	$1,860.20	09/05/2025	10/05/2025
9627425094	$1,031.30	09/11/2025	10/11/2025
9635123350	$653.92	09/11/2025	10/11/2025
9636004112	$289.19	09/12/2025	10/12/2025
9636004120	$2,454.23	09/12/2025	10/12/2025
9643216857	$926.20	09/17/2025	10/17/2025
9643344204	$650.30	09/17/2025	10/17/2025
9643344212	$190.40	09/17/2025	10/17/2025
129.355	$1,678.56	09/12/2025	10/12/2025
129.356	$839.28	09/29/2025	10/29/2025
129.357	$839.28	09/29/2025	10/29/2025
08312025	$30,260.28	09/03/2025	10/03/2025
INV22400	$22,400.00	09/16/2025	10/16/2025
SEC 10023-F	$2,520.02	09/18/2025	10/18/2025
SEC 10050-F	$3,592.00	09/18/2025	10/18/2025
SEC 10079-F	$2,514.40	09/18/2025	10/18/2025
SEC 10105-F	$2,520.02	09/18/2025	10/18/2025
SEC 10137-F	$2,514.40	09/30/2025	10/30/2025
SEC 10165-F	$2,503.18	09/30/2025	10/30/2025
SEC 10206-F	$2,514.40	09/30/2025	10/30/2025
SEC 10273-F	$2,514.40	09/30/2025	10/30/2025
SEC 10287-F	$2,536.85	09/30/2025	10/30/2025
SEC 10296-F	$2,514.40	09/30/2025	10/30/2025
SEC 10301-F	$2,514.40	09/30/2025	10/30/2025
SEC 10302-F	$2,738.90	09/30/2025	10/30/2025
9712	$5,634.00	09/04/2025	10/04/2025
9747	$4,052.00	09/24/2025	10/24/2025
9790	$2,310.00	09/25/2025	10/25/2025
9791	$1,680.00	09/25/2025	10/25/2025
9793	$2,890.00	09/25/2025	10/25/2025
9794	$1,050.00	09/25/2025	10/25/2025
9796	$2,895.00	09/25/2025	10/25/2025
9797	$2,146.00	09/25/2025	10/25/2025
9803	$1,509.00	09/25/2025	10/25/2025
9804	$280.00	09/25/2025	10/25/2025
9805	$695.00	09/25/2025	10/25/2025

9807	$490.00	09/25/2025	10/25/2025
9809	$1,350.00	09/25/2025	10/25/2025
9810	$1,675.00	09/25/2025	10/25/2025
9811	$395.00	09/25/2025	10/25/2025
9814	$140.00	09/25/2025	10/25/2025
9817	$580.00	09/25/2025	10/25/2025
9819	$644.00	09/25/2025	10/25/2025
9820	$280.00	09/25/2025	10/25/2025
9821	$630.00	09/25/2025	10/25/2025
9822	$5,950.00	10/01/2025	10/31/2025
9823	$2,945.00	10/01/2025	10/31/2025
9824	$7,140.00	10/01/2025	10/31/2025
9825	$4,940.00	10/01/2025	10/31/2025
9826	$6,500.00	10/01/2025	10/31/2025
2508-001	$36,850.00	09/03/2025	10/03/2025
2510-001	$36,850.00	09/30/2025	10/30/2025
1700NOV2025	$30,086.67	10/01/2025	10/31/2025
1700OCT2025	$30,086.67	09/02/2025	10/02/2025
1800NOV2025	$34,586.67	10/01/2025	10/31/2025
1800OCT2025	$34,586.67	09/02/2025	10/02/2025
500NOV2025	$31,505.33	10/01/2025	10/31/2025
500OCT2025	$31,505.33	09/02/2025	10/02/2025
2835	$8,399.52	09/15/2025	10/15/2025
198021411	$660.70	09/17/2025	10/17/2025
GH_SEJS-16	$464.00	09/25/2025	10/25/2025
GH-SEJS-10	$696.00	09/23/2025	10/23/2025
GH-SEJS-15	$1,160.00	09/12/2025	10/12/2025
JSC6_SEPT25	$6,190.92	09/29/2025	10/29/2025
203SQ0172A	$1,517.00	10/01/2025	10/31/2025
9623196079	$1,445.25	09/04/2025	10/04/2025
9626085311	$403.56	09/05/2025	10/05/2025
09.04.2025.01	$5,170.00	09/04/2025	10/04/2025
206721	$641.00	09/03/2025	10/03/2025
206816	$758.00	09/17/2025	10/17/2025
206833	$1,622.00	09/17/2025	10/17/2025
206834	$767.00	09/17/2025	10/17/2025
9112183	$160.00	09/25/2025	10/25/2025
12532328-090425	$103.80	09/08/2025	10/08/2025
852436721	$974.11	09/02/2025	10/02/2025
55P1739952	$186.53	10/01/2025	10/31/2025
37591	$956.20	09/12/2025	10/12/2025
37592	$1,072.00	09/12/2025	10/12/2025
37633	$1,038.00	10/01/2025	10/31/2025
6122368212	$40.29	09/15/2025	10/15/2025
104275	$1,317.00	09/26/2025	10/26/2025
104444	$1,194.00	09/26/2025	10/26/2025
27001	$3,630.00	09/17/2025	10/17/2025

IS803223	$58.00	09/03/2025	10/03/2025
27NOLA-0004	$1,472.50	09/15/2025	10/15/2025
122369	$2,630.00	10/02/2025	11/01/2025
178380	$108.45	09/11/2025	10/11/2025
2869425-082225	$114.98	09/19/2025	10/19/2025
2869425-092225	$114.98	09/24/2025	10/24/2025
55P1739822	$149.83	10/01/2025	10/31/2025
55P1739958	$164.43	10/01/2025	10/31/2025
55P1740054	$67.93	10/01/2025	10/31/2025
55P1740055	$147.08	10/01/2025	10/31/2025
55P1740056	$159.70	10/01/2025	10/31/2025
55P1740057	$105.35	10/01/2025	10/31/2025
55P1740059	$178.39	10/01/2025	10/31/2025
55P1740060	$196.88	10/01/2025	10/31/2025
55P1740062	$172.20	10/01/2025	10/31/2025
55P1740063	$149.83	10/01/2025	10/31/2025
55P1740064	$70.80	10/01/2025	10/31/2025
55P1740065	$151.84	10/01/2025	10/31/2025
55P1740071	$52.09	10/01/2025	10/31/2025
0017410044734601SEP25	$213.73	09/25/2025	10/25/2025
11049525253	$270.32	09/17/2025	10/17/2025
11049525406	$2,058.99	09/17/2025	10/17/2025
985071828-AUG25	$7,608.78	09/10/2025	10/10/2025
6114817279	$2,984.99	09/09/2025	10/09/2025
6117327279	$3,016.09	09/09/2025	10/09/2025
6119847053	$3,016.09	09/09/2025	10/09/2025
6122333007	$3,016.09	09/18/2025	10/18/2025
AUG-2025-ID	$30,850.00	09/04/2025	10/04/2025
66367	$3,326.21	09/24/2025	10/24/2025
107.368	$215.20	09/12/2025	10/12/2025
107.369	$215.20	09/22/2025	10/22/2025
138.367	$1,667.80	09/18/2025	10/18/2025
138.368	$1,667.80	09/18/2025	10/18/2025
146.366	$322.80	09/18/2025	10/18/2025
15	$39,100.81	09/12/2025	10/12/2025
LANE494396	$1,929.46	09/30/2025	10/30/2025
08-2025	$150.00	09/26/2025	10/26/2025
9041855	$401.31	09/18/2025	10/18/2025
23-104-20	$1,080.00	09/17/2025	10/17/2025
CNOAL 25-05	$1,875.00	09/02/2025	10/02/2025
CNOAL 25-06	$14,986.11	09/19/2025	10/19/2025
25-286-02	$3,124.08	09/17/2025	10/17/2025
1034-002-A.2REV2	$153,337.41	09/15/2025	10/15/2025
DPW769-6	$37,356.01	09/04/2025	10/04/2025
84448	$1,468.00	10/01/2025	10/31/2025
84449	$1,468.00	10/01/2025	10/31/2025
84450	$1,468.00	10/01/2025	10/31/2025

84451	$1,468.00	10/01/2025	10/31/2025
LANE494238	$4,992.58	09/18/2025	10/18/2025
LANE494243	$296.68	09/18/2025	10/18/2025
LANE494279	$601.75	09/22/2025	10/22/2025
LANE494363	$100.68	09/30/2025	10/30/2025
243951282-009	$1,604.00	09/02/2025	10/02/2025
243954304-009	$1,604.00	09/02/2025	10/02/2025
243988934-008	$5,037.00	09/08/2025	10/08/2025
243989715-008	$5,037.00	09/08/2025	10/08/2025
245028209-007	$4,040.19	09/02/2025	10/02/2025
251442416-002	$8,490.00	09/08/2025	10/08/2025
6011225004534	$12,801.24	10/02/2025	11/01/2025
01-TP44987-REVISED	$3,209.00	09/11/2025	10/11/2025
95025139A	$7,150.23	09/26/2025	10/26/2025
95025139E	$11,151.43	09/26/2025	10/26/2025
9644455835	$728.36	10/02/2025	11/01/2025
9644505423	$2,930.29	10/02/2025	11/01/2025
9644505431	$2,001.62	10/02/2025	11/01/2025
9644829369	$5,687.08	10/02/2025	11/01/2025
9645115651	$207.88	10/02/2025	11/01/2025
61546	$197.75	09/26/2025	10/26/2025
02	$35,055.19	10/01/2025	10/31/2025
9629882672	$398.56	09/16/2025	10/16/2025
9630351568	$646.72	09/17/2025	10/17/2025
VP094613	$6,498.92	09/15/2025	10/15/2025
13108	$8,958.07	09/22/2025	10/22/2025
5685-54	$85,370.80	09/16/2025	10/16/2025
2103	$9,999.60	09/18/2025	10/18/2025
INV445194	$2,378.40	09/30/2025	10/30/2025
90949-FA-1025F	$199,083.01	10/01/2025	10/31/2025
SEC-10299-F	$25,358.26	09/25/2025	10/25/2025
SEC-10300-F	$25,219.39	09/17/2025	10/17/2025
SEC-10411-F	$24,984.05	09/26/2025	10/26/2025
4242162922	$75.00	09/15/2025	10/15/2025
4242761024	$425.77	09/19/2025	10/19/2025
4243495117	$393.08	09/25/2025	10/25/2025
5292710601	$290.18	09/26/2025	10/26/2025
199303	$1,951.24	09/11/2025	10/11/2025
SEPTEMBER-PW-02	$2,800.00	09/29/2025	10/29/2025
69471	$21,325.00	09/04/2025	10/04/2025
69586	$2,000.00	09/18/2025	10/18/2025
65686	$1,965.95	09/15/2025	10/15/2025
L420115	$256.50	09/17/2025	10/17/2025
2890480-091825	$57.95	09/22/2025	10/22/2025
55P1739869	$87.13	10/02/2025	11/01/2025
55P1739870	$216.67	10/02/2025	11/01/2025
7410042726401-09072025	$67.47	09/16/2025	10/16/2025

125317	$120.00	09/03/2025	10/03/2025
125616	$330.00	09/03/2025	10/03/2025
125689	$255.00	09/03/2025	10/03/2025
13612523999	$474.64	09/17/2025	10/17/2025
13612524582	$20.00	09/17/2025	10/17/2025
257826849	$82.00	09/04/2025	10/04/2025
257835606	$82.00	09/04/2025	10/04/2025
860738-0	$127.89	09/18/2025	10/18/2025
860738-1	$96.17	09/18/2025	10/18/2025
159522386	$659.10	09/09/2025	10/09/2025
58X00687	$174.00	09/12/2025	10/12/2025
58X00688	$130.00	09/12/2025	10/12/2025
58X00690	$174.00	09/12/2025	10/12/2025
58X00691	$375.00	09/12/2025	10/12/2025
07227-2025	$5,850.00	09/17/2025	10/17/2025
8579	$8,957.72	09/10/2025	10/10/2025
69468	$4,700.00	09/04/2025	10/04/2025
69511	$1,875.00	09/11/2025	10/11/2025
69512	$3,500.00	09/11/2025	10/11/2025
69585	$1,500.00	09/18/2025	10/18/2025
5272206704A	$11.00	09/03/2025	10/03/2025
5277431803A	$7.15	09/03/2025	10/03/2025
5282639004A	$7.15	09/03/2025	10/03/2025
5287223208	$15.08	09/03/2025	10/03/2025
19219003	$1,030.73	09/17/2025	10/17/2025
02205	$49.20	09/18/2025	10/18/2025
PB200010	$7,449.00	09/24/2025	10/24/2025
PB200137	$427.32	09/26/2025	10/26/2025
2508-010165	$50.00	09/02/2025	10/02/2025
386653	$360.00	09/15/2025	10/15/2025
386684	$300.00	09/15/2025	10/15/2025
386692	$240.00	09/15/2025	10/15/2025
387552	$216.00	09/15/2025	10/15/2025
388489	$378.00	09/15/2025	10/15/2025
388490	$195.00	09/15/2025	10/15/2025
388515	$421.50	09/29/2025	10/29/2025
388527	$210.00	09/29/2025	10/29/2025
388542	$294.00	09/29/2025	10/29/2025
388562	$280.50	09/29/2025	10/29/2025
388573	$270.00	09/29/2025	10/29/2025
331158	$275.00	09/02/2025	10/02/2025
331204	$225.00	09/08/2025	10/08/2025
69408	$7,625.00	09/04/2025	10/04/2025
69469	$16,000.00	09/04/2025	10/04/2025
LANE494302	$4,194.85	09/23/2025	10/23/2025
LANE494303	$197.80	09/23/2025	10/23/2025
LANE494344	$706.50	09/25/2025	10/25/2025

372263	$108.36	09/23/2025	10/23/2025
CNOA 25-15	$24,853.50	09/19/2025	10/19/2025
CNOA 25-16	$24,853.50	09/19/2025	10/19/2025
CNOB 25-15	$19,791.25	09/19/2025	10/19/2025
CNOB 25-16	$19,791.25	09/19/2025	10/19/2025
5519055807	$357.03	09/08/2025	10/08/2025
203SQ0162A	$21,118.89	10/01/2025	10/31/2025
9610868599	$639.36	09/04/2025	10/04/2025
9615043735	$1,639.24	09/08/2025	10/08/2025
9623588507	$94.75	09/08/2025	10/08/2025
9624202702	$90.41	09/08/2025	10/08/2025
9624646957	$45.04	09/08/2025	10/08/2025
9625132072	$30.08	09/08/2025	10/08/2025
9635231559	$622.62	09/11/2025	10/11/2025
I2255224	$129.40	09/08/2025	10/08/2025
104176	$436.61	09/26/2025	10/26/2025
104383	$38.61	09/26/2025	10/26/2025
104436	$1,732.00	09/26/2025	10/26/2025
4068	$2,114.00	10/02/2025	11/01/2025
4090	$3,429.00	09/08/2025	10/08/2025
4097	$1,412.00	09/30/2025	10/30/2025
15526	$3,045.00	09/22/2025	10/22/2025
15542	$3,720.42	09/29/2025	10/29/2025
W36225	$841.35	09/02/2025	10/02/2025
W36226	$754.14	09/05/2025	10/05/2025
148	$4,500.00	09/09/2025	10/09/2025
KFM2025005	$2,400.00	09/02/2025	10/02/2025
KFM2025006	$2,400.00	09/16/2025	10/16/2025
KFM2025008	$9,500.00	09/30/2025	10/30/2025
301	$3,100.00	09/19/2025	10/19/2025
19230717	$345.11	09/17/2025	10/17/2025
142173	$550.00	09/26/2025	10/26/2025
142174	$475.00	09/26/2025	10/26/2025
286485	$419.15	09/17/2025	10/17/2025
1023	$1,450.00	09/05/2025	10/05/2025
1029	$1,820.79	09/23/2025	10/23/2025
1034	$530.00	09/29/2025	10/29/2025
624763	$961.40	09/12/2025	10/12/2025
627338	$60.84	09/12/2025	10/12/2025
628525	$652.40	09/18/2025	10/18/2025
58X00689	$521.00	09/12/2025	10/12/2025
7410016615003-09012025	$285.11	09/11/2025	10/11/2025
7410047760901-09042025	$245.99	09/11/2025	10/11/2025
258970	$1,157.00	10/02/2025	11/01/2025
01-193690	$7,895.00	09/04/2025	10/04/2025
01-194117	$65.16	09/16/2025	10/16/2025
01-194695	$11,542.00	09/27/2025	10/27/2025

502922	$1,211.08	09/09/2025	10/09/2025
0224306	$1,379.55	09/23/2025	10/23/2025
24372	$1,165.80	09/05/2025	10/05/2025
9152025	$16,282.49	09/15/2025	10/15/2025
INV151456	$1,180.25	09/11/2025	10/11/2025
227042989	$1,310.00	09/18/2025	10/18/2025
16315	$2,082.20	09/05/2025	10/05/2025
16329	$2,006.38	09/09/2025	10/09/2025
17548199	$2,166.81	09/19/2025	10/19/2025
17600927	$2,111.37	09/30/2025	10/30/2025
2509-098818	$68.70	09/19/2025	10/19/2025
114204	$502.91	09/03/2025	10/03/2025
MK1-2801-1 JB GOLF	$152,662.28	09/25/2025	10/25/2025
112253	$1,115.00	09/19/2025	10/19/2025
196615	$84.00	09/03/2025	10/03/2025
196616	$108.00	09/03/2025	10/03/2025
196617	$114.00	09/03/2025	10/03/2025
197148	$432.00	09/03/2025	10/03/2025
197149	$120.00	09/03/2025	10/03/2025
197432	$192.74	09/18/2025	10/18/2025
197433	$172.50	09/18/2025	10/18/2025
197438	$549.00	09/18/2025	10/18/2025
197646	$108.00	10/02/2025	11/01/2025
475-5420	$2,730.00	09/17/2025	10/17/2025
507256309	$17,221.69	09/17/2025	10/17/2025
507396223	$16,449.26	09/17/2025	10/17/2025
507621654	$1,817.36	09/17/2025	10/17/2025
507652873	$1,697.03	09/04/2025	10/04/2025
507677182	$19,528.87	09/04/2025	10/04/2025
507691252	$2,968.55	09/10/2025	10/10/2025
507718599	$994.47	09/17/2025	10/17/2025
507751600	$2,831.05	09/26/2025	10/26/2025
507780429	$808.59	09/26/2025	10/26/2025
87241219	$1,151.70	09/23/2025	10/23/2025
89295122	$505.13	09/23/2025	10/23/2025
89422181	$12,074.38	09/23/2025	10/23/2025
89434355	$35.54	09/30/2025	10/30/2025
89485521	$24.19	09/30/2025	10/30/2025
89554903	$583.32	09/23/2025	10/23/2025
89699193	$1,081.00	09/23/2025	10/23/2025
89829109	$168.00	09/30/2025	10/30/2025
89835351	$1,305.99	09/23/2025	10/23/2025
89847167	$42.00	09/30/2025	10/30/2025
90004398	$1,725.59	09/23/2025	10/23/2025
90082958	$51.72	09/30/2025	10/30/2025
90177889	$1,745.45	09/23/2025	10/23/2025
90310893	$1,302.03	09/23/2025	10/23/2025

90471300	$2,514.15	09/23/2025	10/23/2025
L420111	$13.50	09/03/2025	10/03/2025
421104758001	$165.55	09/08/2025	10/08/2025
430900751001	$55.95	09/08/2025	10/08/2025
434092791001	$754.53	09/09/2025	10/09/2025
434097454001	$1,351.29	09/09/2025	10/09/2025
435099526001	$51.38	09/09/2025	10/09/2025
435191119001	$927.84	09/09/2025	10/09/2025
435256061001	$53.50	09/09/2025	10/09/2025
435666207001	$600.79	09/09/2025	10/09/2025
435666925001	$121.41	09/09/2025	10/09/2025
4356669280001	$52.92	09/09/2025	10/09/2025
0935455	$49,251.25	09/25/2025	10/25/2025
PFI108252	$13,339.00	09/18/2025	10/18/2025
023282868	$298.03	09/08/2025	10/08/2025
023282872	$256.18	09/08/2025	10/08/2025
702789279	$10,063.74	09/25/2025	10/25/2025
21392	$170.00	09/16/2025	10/16/2025
21494	$1,675.00	10/01/2025	10/31/2025
9-701-54168	$9.07	09/02/2025	10/02/2025
AF9RJ9A	$2,662.52	09/23/2025	10/23/2025
AG2MR5S	$5,306.46	09/29/2025	10/29/2025
287254539003X09042025	$4,026.44	09/26/2025	10/26/2025
2039263892	$2,887.32	09/10/2025	10/10/2025
5019199312	$902.66	09/03/2025	10/03/2025
5019482644	$1,156.54	09/03/2025	10/03/2025
5019498137	$1,261.51	09/03/2025	10/03/2025
5019500275	$958.64	09/03/2025	10/03/2025
5019513408	$241.88	09/03/2025	10/03/2025
5019558537	$369.75	09/02/2025	10/02/2025
5019569640	$569.59	09/02/2025	10/02/2025
5019570483	$66.84	09/02/2025	10/02/2025
5019573242	$1,170.11	09/02/2025	10/02/2025
5019575021	$502.92	09/02/2025	10/02/2025
5019581220	$958.34	09/03/2025	10/03/2025
5019582116	$461.83	09/03/2025	10/03/2025
5019588507	$1,498.97	09/03/2025	10/03/2025
5019589062	$1,169.45	09/03/2025	10/03/2025
5019594526	$1,309.06	09/03/2025	10/03/2025
5019597417	$467.18	09/03/2025	10/03/2025
5019613607	$940.65	09/30/2025	10/30/2025
5019617327	$753.59	09/30/2025	10/30/2025
5019618136	$1,669.89	10/01/2025	10/31/2025
5019620897	$851.31	10/01/2025	10/31/2025
5019621410	$1,450.47	10/01/2025	10/31/2025
5019622996	$80.00	10/01/2025	10/31/2025
5019624152	$78.63	10/01/2025	10/31/2025

5019625601	$70.36	09/10/2025	10/10/2025
5019627825	$1,026.87	09/30/2025	10/30/2025
5019631319	$972.96	09/30/2025	10/30/2025
5019638476	$604.46	09/30/2025	10/30/2025
5019638484	$402.05	09/30/2025	10/30/2025
5019638952	$1,324.69	09/30/2025	10/30/2025
5019641547	$1,642.30	09/30/2025	10/30/2025
5019654785	$130.32	09/10/2025	10/10/2025
5019669704	$395.68	10/01/2025	10/31/2025
B061725	$3,126.54	09/02/2025	10/02/2025
B061825	$1,632.30	09/02/2025	10/02/2025
B062325	$3,321.79	09/02/2025	10/02/2025
B062425	$1,486.02	09/02/2025	10/02/2025
B062625	$3,525.58	09/02/2025	10/02/2025
B063025	$1,476.64	09/02/2025	10/02/2025
B070125A	$983.49	09/05/2025	10/05/2025
B070725	$2,370.59	09/05/2025	10/05/2025
B070925	$786.69	09/05/2025	10/05/2025
B071525	$2,101.78	09/05/2025	10/05/2025
B072125A	$751.14	09/05/2025	10/05/2025
B072825	$3,666.13	09/05/2025	10/05/2025
B072925	$2,912.73	09/09/2025	10/09/2025
B073025	$2,065.13	09/05/2025	10/05/2025
B080725	$2,341.71	09/30/2025	10/30/2025
B081925A	$1,520.82	09/30/2025	10/30/2025
B082025	$2,229.55	09/30/2025	10/30/2025
B082825	$1,982.08	09/30/2025	10/30/2025
B090825	$7,509.73	09/30/2025	10/30/2025
INV#100724	$92.85	09/03/2025	10/03/2025
3321289085	$575.85	09/11/2025	10/11/2025
852525542	$781.88	09/04/2025	10/04/2025
7410049642702-09052025	$1,686.30	09/16/2025	10/16/2025
INV 3214810	$714.35	09/16/2025	10/16/2025
INV 3217102	$2,503.80	09/16/2025	10/16/2025
INV 3217404	$437.40	09/16/2025	10/16/2025
INV 3217405	$258.00	09/16/2025	10/16/2025
125324	$75.00	09/03/2025	10/03/2025
125626	$275.00	09/03/2025	10/03/2025
125692	$30.00	09/03/2025	10/03/2025
198486880	$1,809.17	09/29/2025	10/29/2025
198342031	$117.33	09/24/2025	10/24/2025
198486902	$3,138.78	09/29/2025	10/29/2025
7321841	$1,486.10	09/02/2025	10/02/2025
7325417	$963.24	09/09/2025	10/09/2025
7327911	$963.24	10/01/2025	10/31/2025
71222	$260.00	09/17/2025	10/17/2025
441587	$7,795.00	09/19/2025	10/19/2025

975537251AUG25	$265.60	10/02/2025	11/01/2025
975537251SEP25	$1,082.40	10/02/2025	11/01/2025
070125	$400.00	09/30/2025	10/30/2025
073125	$5,000.00	09/30/2025	10/30/2025
080425	$400.00	09/30/2025	10/30/2025
083125	$5,000.00	09/30/2025	10/30/2025
01338CP25264086	$11,091.74	09/04/2025	10/04/2025
01338CP25267166	$232.45	09/04/2025	10/04/2025
01338MA25263231	$19,578.33	09/04/2025	10/04/2025
01338MA25267905	$55,376.19	09/04/2025	10/04/2025
AR/CA-3730	$600.00	09/30/2025	10/30/2025
154981	$2,598.67	09/05/2025	10/05/2025
201739	$1,100.00	09/22/2025	10/22/2025
55619	$742.22	09/16/2025	10/16/2025
002	$5,200.00	09/26/2025	10/26/2025
1025	$210.00	10/01/2025	10/31/2025
11012025	$18,733.08	09/30/2025	10/30/2025
10253	$548.00	09/03/2025	10/03/2025
10588	$442.50	10/02/2025	11/01/2025
OWO16503	$2,177.32	09/18/2025	10/18/2025
OWO16504	$640.00	09/18/2025	10/18/2025
OWO16505	$640.00	09/18/2025	10/18/2025
OWO16506	$640.00	09/18/2025	10/18/2025
OWO16507	$640.00	09/18/2025	10/18/2025
OWO16521	$800.00	09/18/2025	10/18/2025
OWO16522	$1,920.00	09/18/2025	10/18/2025
OWO16523	$1,145.00	09/18/2025	10/18/2025
466828	$12,332.00	09/03/2025	10/03/2025
471532 - PPU	$11,031.00	10/01/2025	10/31/2025
AR00007693R	$1,281.25	09/19/2025	10/19/2025
367025-001 367125-001	$16,770.00	09/09/2025	10/09/2025
920006577	$4,120.00	09/09/2025	10/09/2025
920007000	$1,845.98	09/09/2025	10/09/2025
920007001	$751.00	09/09/2025	10/09/2025
920007009	$500.00	09/09/2025	10/09/2025
920007010	$2,629.00	09/09/2025	10/09/2025
920007013	$500.00	09/09/2025	10/09/2025
920007356	$2,591.00	09/16/2025	10/16/2025
920007361	$3,745.00	09/16/2025	10/16/2025
920007362	$850.00	09/16/2025	10/16/2025
920007363	$800.00	09/16/2025	10/16/2025
920007371	$654.00	09/16/2025	10/16/2025
920007576	$460.00	09/11/2025	10/11/2025
920007643	$800.00	09/16/2025	10/16/2025
920007711	$6,339.00	09/16/2025	10/16/2025
920007726	$500.00	09/16/2025	10/16/2025
920007744	$1,458.62	09/17/2025	10/17/2025

920007745	$3,490.00	09/17/2025	10/17/2025
920007775	$836.00	09/24/2025	10/24/2025
920007776	$694.81	09/24/2025	10/24/2025
250901-AMD1	$26,840.00	09/19/2025	10/19/2025
250910	$57,236.70	09/17/2025	10/17/2025
10	$22,560.00	09/11/2025	10/11/2025
769082	$80.00	10/01/2025	10/31/2025
385983	$3,594.00	09/19/2025	10/19/2025
72246	$4,795.00	09/30/2025	10/30/2025
16247	$36,373.59	09/09/2025	10/09/2025
16303	$34,712.12	09/05/2025	10/05/2025
16317	$31,539.24	09/16/2025	10/16/2025
16331	$31,941.68	09/09/2025	10/09/2025
17548201	$28,494.10	09/19/2025	10/19/2025
6259957	$53.80	09/22/2025	10/22/2025
6377954	$1,133.49	10/02/2025	11/01/2025
104373	$155,937.60	09/16/2025	10/16/2025
104443	$4,250.00	09/26/2025	10/26/2025
12825	$5,099.00	09/17/2025	10/17/2025
NOPL_0725R1	$9,006.00	09/10/2025	10/10/2025
NOPL_0825	$17,703.00	09/10/2025	10/10/2025
3804310A-8	$8,250.00	09/03/2025	10/03/2025
3804310A-9	$7,072.57	10/01/2025	10/31/2025
3804310B-8	$2,504.25	09/03/2025	10/03/2025
3804310B-9	$2,072.65	10/01/2025	10/31/2025
3804310D-1	$330.67	10/01/2025	10/31/2025
3804310E-1	$330.68	10/01/2025	10/31/2025
3804310F-1	$588.71	10/01/2025	10/31/2025
3804310G-1	$588.72	10/01/2025	10/31/2025
3812220-6B	$1,000.00	09/17/2025	10/17/2025
3812220-7C	$250.00	09/17/2025	10/17/2025
3812220-8	$1,500.00	09/03/2025	10/03/2025
3812220-9	$1,500.00	10/01/2025	10/31/2025
3838695-1	$750.00	09/09/2025	10/09/2025
3838707-1	$750.00	09/03/2025	10/03/2025
3838716-1	$750.00	10/01/2025	10/31/2025
3838767-1	$850.00	09/17/2025	10/17/2025
3838790-1	$2,000.00	09/03/2025	10/03/2025
3838793-1	$2,000.00	10/01/2025	10/31/2025
350964	$1,525.00	09/11/2025	10/11/2025
080125	$1,481.25	09/10/2025	10/10/2025
090125	$1,410.00	09/30/2025	10/30/2025
9404	$8,010.00	09/30/2025	10/30/2025
0856085016	$6,093.50	09/26/2025	10/26/2025
2531195011	$1,717.10	09/26/2025	10/26/2025
9719065016	$162.36	09/08/2025	10/08/2025
504M210057057-0925	$4,642.69	09/26/2025	10/26/2025

504M215576576-0925	$231.89	09/26/2025	10/26/2025
504M215577577-0925	$586.55	09/26/2025	10/26/2025
0007646	$15,500.00	09/17/2025	10/17/2025
19075	$509.00	09/04/2025	10/04/2025
0140205	$67.95	09/03/2025	10/03/2025
0140505	$15.00	09/03/2025	10/03/2025
0141784	$91.93	09/17/2025	10/17/2025
0143541	$15.00	10/02/2025	11/01/2025
1117	$1,648.00	09/25/2025	10/25/2025
0000298	$105.00	09/03/2025	10/03/2025
0000305	$275.00	09/08/2025	10/08/2025
0000312	$105.00	09/19/2025	10/19/2025
0000313	$275.00	09/19/2025	10/19/2025
1631	$900.00	09/22/2025	10/22/2025
1055	$3,000.00	09/16/2025	10/16/2025
55P1717681	$194.33	09/10/2025	10/10/2025
55P1729014	$194.33	09/10/2025	10/10/2025
148412-10214702	$1,015.00	09/23/2025	10/23/2025
21715-202509-160427-1	$1,015.00	09/23/2025	10/23/2025
55P1739895	$131.08	10/01/2025	10/31/2025
982249357AUG25	$122.24	09/15/2025	10/15/2025
982249357JULY25	$122.24	09/22/2025	10/22/2025
19898	$282.50	09/08/2025	10/08/2025
24649127-073025	$58.95	10/01/2025	10/31/2025
24649127-082725	$82.92	10/01/2025	10/31/2025
24649127-092425	$128.87	10/01/2025	10/31/2025
55P1740069	$182.09	10/01/2025	10/31/2025
55P1740070	$167.27	10/02/2025	11/01/2025
I250910343	$411.75	09/17/2025	10/17/2025
861071-0	$1,120.29	09/25/2025	10/25/2025
861071-1	$186.92	09/25/2025	10/25/2025
861340-0	$527.51	09/25/2025	10/25/2025
104.359	$32.28	09/12/2025	10/12/2025
INV5593	$7,800.00	09/26/2025	10/26/2025
1510	$51,774.30	09/08/2025	10/08/2025
L420113	$13.50	09/03/2025	10/03/2025
267058	$45.97	09/12/2025	10/12/2025
283661	$300.49	09/16/2025	10/16/2025
284101	$496.12	09/16/2025	10/16/2025
285593	$622.46	09/16/2025	10/16/2025
285598	$211.79	09/16/2025	10/16/2025
285762	$261.13	09/16/2025	10/16/2025
286377	$493.44	09/16/2025	10/16/2025
286782	$276.44	09/16/2025	10/16/2025
286783	$117.55	09/12/2025	10/12/2025
286845	$114.56	09/16/2025	10/16/2025
287058	$45.97	09/16/2025	10/16/2025

287386	$126.56	09/16/2025	10/16/2025
289867	$265.68	09/16/2025	10/16/2025
289878	$387.19	09/16/2025	10/16/2025
889847732	$10.47	09/03/2025	10/03/2025
889847733	$20.20	09/03/2025	10/03/2025
890551322	$12.68	09/03/2025	10/03/2025
19280071080825	$309.76	09/03/2025	10/03/2025
19280071090625	$485.26	09/15/2025	10/15/2025
AUG2025-1368380-003-04	$498.00	09/22/2025	10/22/2025
55P1739692	$235.38	10/01/2025	10/31/2025
81322	$7,250.00	09/04/2025	10/04/2025
956011633AUG25	$374.02	09/15/2025	10/15/2025
6120687820	$1,992.64	09/03/2025	10/03/2025
6123171475	$1,960.99	10/01/2025	10/31/2025
1756126	$316.00	09/05/2025	10/05/2025
17810	$202.88	09/30/2025	10/30/2025
17817	$77.70	09/30/2025	10/30/2025
18003	$129.70	09/30/2025	10/30/2025
18006	$77.70	09/30/2025	10/30/2025
18007	$86.33	09/30/2025	10/30/2025
3219414A	$57.98	09/08/2025	10/08/2025
3829098	$57.98	09/29/2025	10/29/2025
5519079475	$63.20	09/08/2025	10/08/2025
SI301001698	$513.00	10/01/2025	10/31/2025
15177	$1,200.00	09/09/2025	10/09/2025
INVP501874867	$800.28	10/01/2025	10/31/2025
INVP501881928	$1,439.20	10/01/2025	10/31/2025
048161	$441.96	09/11/2025	10/11/2025
617390	$115.00	09/10/2025	10/10/2025
619152	$115.00	09/16/2025	10/16/2025
9645671000	$694.58	10/02/2025	11/01/2025
1035	$10,300.00	09/10/2025	10/10/2025
7000388390	$2,452.80	09/09/2025	10/09/2025
7000394461	$2,634.40	09/22/2025	10/22/2025
7000399127	$1,550.00	09/24/2025	10/24/2025
184286	$187.50	09/11/2025	10/11/2025
184556	$125.00	09/24/2025	10/24/2025
184565	$125.00	10/01/2025	10/31/2025
18064	$138.13	09/30/2025	10/30/2025
18070	$94.97	09/30/2025	10/30/2025
18365	$112.23	09/30/2025	10/30/2025
19671	$129.50	09/30/2025	10/30/2025
9636453640	$227.48	09/17/2025	10/17/2025
9636855117	$651.09	09/17/2025	10/17/2025
INVP501907582	$66,000.00	10/01/2025	10/31/2025
184259	$250.00	09/04/2025	10/04/2025
184287	$250.00	09/11/2025	10/11/2025

184295	$250.00	09/18/2025	10/18/2025
184557	$187.50	09/24/2025	10/24/2025
644227	$3,817.80	09/08/2025	10/08/2025
25113	$653.15	09/07/2025	10/07/2025
25114	$605.02	09/07/2025	10/07/2025
25115	$605.02	09/07/2025	10/07/2025
25116	$605.02	09/07/2025	10/07/2025
25117	$742.52	09/07/2025	10/07/2025
25118	$880.02	09/08/2025	10/08/2025
25119	$629.08	09/08/2025	10/08/2025
25120	$629.08	09/08/2025	10/08/2025
25121	$880.02	09/08/2025	10/08/2025
25122	$880.02	09/08/2025	10/08/2025
150079	$735.00	10/01/2025	10/31/2025
3667124	$68.93	09/23/2025	10/23/2025
0952223	$979.69	09/26/2025	10/26/2025
104225	$1,433.00	09/26/2025	10/26/2025
104369	$2,416.00	09/26/2025	10/26/2025
Z005381	$212,098.00	09/11/2025	10/11/2025
514737	$1,512.37	09/15/2025	10/15/2025
L414548	$162.00	09/09/2025	10/09/2025
L420591	$81.00	09/09/2025	10/09/2025
55P1739854	$238.40	10/02/2025	11/01/2025
55P1739855	$311.25	10/02/2025	11/01/2025
8822989217	$1,800.00	09/23/2025	10/23/2025
990476677AUG25	$3,007.21	09/15/2025	10/15/2025
990476677DEC24	$3,007.21	09/15/2025	10/15/2025
990476677JULY25	$3,007.21	09/15/2025	10/15/2025
990476677NOV24	$3,009.36	09/15/2025	10/15/2025
990476677OCT24	$2,909.91	09/15/2025	10/15/2025
990476677SEPT24	$2,828.85	09/15/2025	10/15/2025
VS017236	$3,747.85	09/09/2025	10/09/2025
VS018218	$175.00	09/11/2025	10/11/2025
YCA252	$2,160.00	10/01/2025	10/31/2025
1253721-0	$551.76	09/19/2025	10/19/2025
28335	$9,578.00	09/22/2025	10/22/2025
16325	$863.21	09/05/2025	10/05/2025
16339	$863.21	09/09/2025	10/09/2025
17550411	$781.56	09/19/2025	10/19/2025
17603255	$863.21	09/30/2025	10/30/2025
149.368	$107.60	09/10/2025	10/10/2025
104231	$6,623.30	09/26/2025	10/26/2025
5561585012	$3,636.76	09/08/2025	10/08/2025
113032313	$142.85	09/17/2025	10/17/2025
113046598	$142.85	09/17/2025	10/17/2025
113063685	$142.85	09/17/2025	10/17/2025
113078942	$142.85	09/17/2025	10/17/2025

113107693	$142.85	09/17/2025	10/17/2025
113131452	$85.75	09/17/2025	10/17/2025
116913755	$2,600.00	09/17/2025	10/17/2025
117057704	$1,300.00	09/17/2025	10/17/2025
117143642	$1,300.00	09/17/2025	10/17/2025
117343972	$1,300.00	09/17/2025	10/17/2025
10177	$3,900.00	09/08/2025	10/08/2025
20678-CS	$21,902.40	09/23/2025	10/23/2025
003	$5,625.00	09/10/2025	10/10/2025
RG-4061949	$505.00	09/10/2025	10/10/2025
RG-4067814	$505.00	09/11/2025	10/11/2025
RG-4069151	$505.00	09/12/2025	10/12/2025
RG-4080924	$505.00	09/23/2025	10/23/2025
RG-4086373	$505.00	09/29/2025	10/29/2025
11	$300.00	09/08/2025	10/08/2025
090525	$555.00	09/18/2025	10/18/2025
82819	$1,436.63	09/24/2025	10/24/2025
1-135873647225	$15,991.00	09/03/2025	10/03/2025
276356	$17,997.98	09/17/2025	10/17/2025
INV 3207182	$50.00	09/10/2025	10/10/2025
18917995	$5,780.58	09/26/2025	10/26/2025
7313162-4	$645.00	09/25/2025	10/25/2025
71419	$3,078.00	09/24/2025	10/24/2025
0001635491	$1,770.00	09/29/2025	10/29/2025
0001649189	$1,770.00	09/29/2025	10/29/2025
0001660211	$1,770.00	09/29/2025	10/29/2025
0001679739	$1,770.00	09/29/2025	10/29/2025
0001694048	$1,770.00	09/29/2025	10/29/2025
NORDC 25-31	$12,601.52	09/19/2025	10/19/2025
NORDC 25-32	$12,601.52	09/19/2025	10/19/2025
NORDC 25-33	$4,311.77	09/19/2025	10/19/2025
NORDC 25-34	$13,807.78	09/19/2025	10/19/2025
NORDC 25-35	$12,601.52	09/19/2025	10/19/2025
NORDC 25-36	$5,518.03	09/19/2025	10/19/2025
NORDC 25-37	$13,602.46	09/19/2025	10/19/2025
201295615694	$978.00	09/11/2025	10/11/2025
201295615696	$494.20	09/11/2025	10/11/2025
201295615788	$749.80	09/11/2025	10/11/2025
201295615789	$331.20	09/11/2025	10/11/2025
201295615790	$266.00	09/11/2025	10/11/2025
201295615791	$326.00	09/11/2025	10/11/2025
201295615829	$331.20	09/16/2025	10/16/2025
201295615830	$847.60	09/16/2025	10/16/2025
201295616048	$477.90	09/26/2025	10/26/2025
201295616049	$326.00	09/26/2025	10/26/2025
201295616050	$798.70	09/26/2025	10/26/2025
201295616051	$440.10	09/26/2025	10/26/2025

201295616052□	$331.20	09/26/2025	10/26/2025
9312484288/9312484289	$7,920.02	09/19/2025	10/19/2025
6684	$22,500.00	09/16/2025	10/16/2025
10574	$2,200.00	10/01/2025	10/31/2025
9599073377	$1,364.77	09/11/2025	10/11/2025
9612777137	$1,050.12	09/11/2025	10/11/2025
9615155075	$1,262.83	09/11/2025	10/11/2025
9631669380	$695.76	09/11/2025	10/11/2025
9316203	$783.29	09/19/2025	10/19/2025
9023726002	$2,108.79	09/05/2025	10/05/2025
25018.1	$48,150.00	09/19/2025	10/19/2025
10210	$24,200.00	09/08/2025	10/08/2025
IN-0399	$7,663.00	09/22/2025	10/22/2025
IN-0401	$9,859.00	09/29/2025	10/29/2025
58979	$560.00	09/05/2025	10/05/2025
5283819210	$13.33	09/15/2025	10/15/2025
5283819211	$47.31	09/15/2025	10/15/2025
5284465801	$48.56	09/15/2025	10/15/2025
5284642011	$51.27	09/15/2025	10/15/2025
5284642012	$23.03	09/15/2025	10/15/2025
5284675109	$25.66	09/15/2025	10/15/2025
5284940702	$45.17	09/15/2025	10/15/2025
5286265405	$63.23	09/15/2025	10/15/2025
5286265406	$115.58	09/15/2025	10/15/2025
5286344001	$52.47	09/15/2025	10/15/2025
5286859005	$96.51	09/15/2025	10/15/2025
5286859006	$100.97	09/15/2025	10/15/2025
5287768703	$93.26	09/15/2025	10/15/2025
5287972202	$30.42	09/15/2025	10/15/2025
5288451003	$84.61	09/15/2025	10/15/2025
5289007002	$118.96	09/15/2025	10/15/2025
5289007005	$62.11	09/15/2025	10/15/2025
5289230107	$45.91	09/15/2025	10/15/2025
5289230112	$52.35	09/15/2025	10/15/2025
5289230113	$46.83	09/15/2025	10/15/2025
5289747421	$17.52	09/15/2025	10/15/2025
5289893007	$45.34	09/15/2025	10/15/2025
5289893008	$20.11	09/15/2025	10/15/2025
5290849703	$27.35	09/15/2025	10/15/2025
5290849709	$52.24	09/15/2025	10/15/2025
5290849710	$27.33	09/15/2025	10/15/2025
5291806709	$57.71	10/02/2025	11/01/2025
5291818203	$86.86	10/02/2025	11/01/2025
5292041206	$117.24	10/02/2025	11/01/2025
5292041211	$17.52	10/02/2025	11/01/2025
5292746805	$16.47	10/02/2025	11/01/2025
5292966307	$127.03	10/02/2025	11/01/2025

5292990906	$7.16	10/02/2025	11/01/2025
5293673204	$83.56	10/02/2025	11/01/2025
5293699009	$48.07	10/02/2025	11/01/2025
5293699010	$47.26	10/02/2025	11/01/2025
9321	$2,000.00	09/16/2025	10/16/2025
444029	$2,770.00	09/12/2025	10/12/2025
444199	$9,698.00	09/12/2025	10/12/2025
69988 B	$9,380.00	09/09/2025	10/09/2025
0001756127	$1,770.00	09/29/2025	10/29/2025
CNOL 25-15	$1,026.60	09/19/2025	10/19/2025
CNOL 25-16	$1,026.60	09/19/2025	10/19/2025
CNOL 25-17	$1,026.60	09/19/2025	10/19/2025
CNOL 25-18	$1,026.60	09/19/2025	10/19/2025
24182	$1,530.00	09/17/2025	10/17/2025
3162	$1,820.00	09/12/2025	10/12/2025
3163	$2,730.00	09/30/2025	10/30/2025
SEPT	$7,630.00	10/01/2025	10/31/2025
9628726086	$902.25	09/11/2025	10/11/2025
KWLAUG2025	$990.00	09/12/2025	10/12/2025
MK1-2839 NORD RACE ST	$1,645.98	09/12/2025	10/12/2025
MK1-2840 NORD ROSENWAL	$2,285.71	09/12/2025	10/12/2025
337	$1,540.00	09/03/2025	10/03/2025
26552	$2,942.50	09/17/2025	10/17/2025
26553	$2,942.50	09/17/2025	10/17/2025
103288	$4,841.34	09/17/2025	10/17/2025
K25446-3	$250.00	10/02/2025	11/01/2025
FKK-3-20250701	$1,250.00	09/08/2025	10/08/2025
2025-02	$7,350.00	09/23/2025	10/23/2025
2025-03	$7,350.00	09/23/2025	10/23/2025
61	$1,000.00	10/02/2025	11/01/2025
5017	$5,625.00	09/14/2025	10/14/2025
BGC0625	$18,000.00	09/24/2025	10/24/2025
BGC0725	$9,000.00	09/24/2025	10/24/2025
202503	$1,250.00	09/22/2025	10/22/2025
8142025	$1,000.00	09/11/2025	10/11/2025
2027	$3,000.00	09/26/2025	10/26/2025
K251-0190	$3,150.00	10/01/2025	10/31/2025
COE003	$4,950.00	09/17/2025	10/17/2025
2025-37	$1,000.00	09/18/2025	10/18/2025
WA3	$5,250.00	09/30/2025	10/30/2025
16JP-LPYV-DYL3	$519.12	09/11/2025	10/11/2025
55P1739933	$139.93	10/01/2025	10/31/2025
860282-0	$163.40	09/18/2025	10/18/2025
860776-0	$41.33	09/18/2025	10/18/2025
INV-4146	$6,600.00	09/02/2025	10/02/2025
INV-4206	$6,600.00	09/04/2025	10/04/2025
INV-4207	$110.00	09/04/2025	10/04/2025

0017410044073501SEP25	$362.70	09/08/2025	10/08/2025
6122150771	$3,378.90	09/02/2025	10/02/2025
INV025727	$5,950.00	09/30/2025	10/30/2025
INV025791	$3,519.30	09/30/2025	10/30/2025
L414041	$13.50	09/09/2025	10/09/2025
B20208597	$52.48	09/09/2025	10/09/2025
21559899-091125	$73.65	09/16/2025	10/16/2025
560024	$150.00	09/17/2025	10/17/2025
6124430254	$843.04	09/30/2025	10/30/2025
65633	$1,079.25	09/10/2025	10/10/2025
93763	$380.45	09/24/2025	10/24/2025
1254147-0	$586.90	09/22/2025	10/22/2025
0000018698	$1,767.15	09/05/2025	10/05/2025
0000018700	$6,702.68	09/05/2025	10/05/2025
26861	$2,832.77	09/11/2025	10/11/2025
09102025	$100.00	09/11/2025	10/11/2025
091825	$100.00	09/23/2025	10/23/2025
091025	$100.00	09/18/2025	10/18/2025
071625	$100.00	09/02/2025	10/02/2025
KRKD200	$439.23	09/10/2025	10/10/2025
55P1739856	$229.62	10/01/2025	10/31/2025
125627	$180.00	09/02/2025	10/02/2025
280081404	$94,900.00	09/23/2025	10/23/2025
177494	$1,780.00	09/12/2025	10/12/2025
177602	$3,425.00	09/12/2025	10/12/2025
AUGUST312025	$192,036.00	09/29/2025	10/29/2025
JULY302025	$167,907.00	09/15/2025	10/15/2025
01467975	$35.00	09/03/2025	10/03/2025
982456295AUG25	$178.63	09/24/2025	10/24/2025
16304	$1,866.40	09/16/2025	10/16/2025
16318	$1,866.40	09/16/2025	10/16/2025
16332	$1,773.08	09/16/2025	10/16/2025
17548202	$1,493.12	09/19/2025	10/19/2025
17600930	$1,726.42	09/30/2025	10/30/2025
302469	$522.80	09/26/2025	10/26/2025
062025NOE	$6,538.95	10/02/2025	11/01/2025
072025NOE	$6,538.95	10/02/2025	11/01/2025
082025NOE	$9,808.68	10/02/2025	11/01/2025
5430568-OCD-AUG2025	$269.19	09/24/2025	10/24/2025
ESG 7-2025-1	$6,206.74	09/25/2025	10/25/2025
ESG 8-25-1	$5,809.10	10/01/2025	10/31/2025
AUG2025NOWCSCCD	$8,305.00	09/24/2025	10/24/2025
AUG2025NOWCSCCC	$16,464.38	09/24/2025	10/24/2025
AUG2025NOWCSCCE	$8,761.39	09/24/2025	10/24/2025
2020-001-5	$71,821.60	10/02/2025	11/01/2025
2152-05 FINAL	$81,893.28	09/30/2025	10/30/2025
CCFBAJULY2025ATTE	$41,179.97	10/01/2025	10/31/2025

CCFBAJULY2025ATTE1	$41,179.97	10/01/2025	10/31/2025
CCFBAJULY2025ATTF	$7,669.43	10/01/2025	10/31/2025
CCFBAJULY2025ATTG	$13,450.96	10/01/2025	10/31/2025
CCFBAJULY2025ATTH	$15,788.92	10/01/2025	10/31/2025
PLAUG2025ATT D	$19,604.41	10/01/2025	10/31/2025
PLAUG2025ATT E	$19,835.91	10/01/2025	10/31/2025
PLAUG2025ATT F	$3,019.49	10/01/2025	10/31/2025
3753	$103,263.85	10/01/2025	10/31/2025
4718GAWAINDR	$60,000.00	09/29/2025	10/29/2025
AUGUST 2025 ATT D	$871.52	09/18/2025	10/18/2025
0825TASARPA	$54,187.01	09/26/2025	10/26/2025
COA08312025	$100,828.04	09/18/2025	10/18/2025
OCTOBER 2025	$15,416.67	10/02/2025	11/01/2025
232	$2,563,045.00	09/16/2025	10/16/2025
236	$187,500.00	09/16/2025	10/16/2025
2025-08	$223,577.51	09/16/2025	10/16/2025
AUGUST-2025	$12,500.00	09/04/2025	10/04/2025
CNO1268	$467.11	09/17/2025	10/17/2025
NOLA-005	$3,688.08	09/15/2025	10/15/2025
COSDA09172025-2	$1,507,673.62	09/18/2025	10/18/2025
1286314	$6,991.00	09/08/2025	10/08/2025
COJSC7_SEPT25	$2,628.99	09/29/2025	10/29/2025
1021	$2,450.00	10/01/2025	10/31/2025
JCM200-092625	$2,950.00	09/26/2025	10/26/2025
9962799	$957.52	09/03/2025	10/03/2025
57746861	$3,578.00	09/16/2025	10/16/2025
157.359	$107.60	09/17/2025	10/17/2025
206	$6,000.00	10/01/2025	10/31/2025
207	$6,000.00	10/01/2025	10/31/2025
208	$6,000.00	10/01/2025	10/31/2025
209	$6,000.00	10/01/2025	10/31/2025
JC1CC	$3,000.00	09/03/2025	10/03/2025
JC2CC	$3,000.00	09/29/2025	10/29/2025
2025-10	$2,933.07	10/01/2025	10/31/2025
00040	$950.00	09/20/2025	10/20/2025
43	$1,100.00	09/03/2025	10/03/2025
44	$800.00	09/13/2025	10/13/2025
45	$1,150.00	09/27/2025	10/27/2025
091525	$1,200.00	09/16/2025	10/16/2025
093025	$1,200.00	10/02/2025	11/01/2025
00032	$2,257.50	09/12/2025	10/12/2025
00033	$2,555.00	09/30/2025	10/30/2025
SI-00072545	$632.50	10/02/2025	11/01/2025
SI-00088482	$316.25	10/02/2025	11/01/2025
SI-00096238	$575.00	10/02/2025	11/01/2025
SI-00106957	$258.75	10/02/2025	11/01/2025
SI-00117334	$488.75	10/02/2025	11/01/2025

SI-00126005	$661.25	10/02/2025	11/01/2025
SI-00134436	$546.25	10/02/2025	11/01/2025
SI-00143417	$460.00	10/02/2025	11/01/2025
1-950000.000	$1,400.00	09/30/2025	10/30/2025
1-950000.001	$700.00	09/30/2025	10/30/2025
1-950000.002	$700.00	09/30/2025	10/30/2025
1-950000.003	$700.00	09/30/2025	10/30/2025
1-950000.004	$6,813.00	09/30/2025	10/30/2025
Q4 CDC 2025.10.1	$2,206,416.50	10/01/2025	10/31/2025
42025-2	$5,138,252.13	09/17/2025	10/17/2025
002890	$1,963,783.92	09/11/2025	10/11/2025
52210	$24,643.94	09/02/2025	10/02/2025
52214	$24,643.94	10/01/2025	10/31/2025
5035711116	$2,751.00	09/11/2025	10/11/2025
891155	$957.74	09/04/2025	10/04/2025
KRKC572	$8,090.49	09/10/2025	10/10/2025
55P1739980	$140.19	10/01/2025	10/31/2025
55P1739981	$117.61	10/01/2025	10/31/2025
55P1739982	$140.19	10/01/2025	10/31/2025
3562472150	$523.71	09/10/2025	10/10/2025
6012212412	$236.94	09/10/2025	10/10/2025
6012212413	$376.59	09/10/2025	10/10/2025
6012905791	$213.16	09/10/2025	10/10/2025
6013746852	$26.72	09/10/2025	10/10/2025
6013746855	$408.32	09/10/2025	10/10/2025
6024297059	$441.48	09/10/2025	10/10/2025
6024745530	$240.85	09/10/2025	10/10/2025
6A12905791	$69.72	09/10/2025	10/10/2025
0949752-949926	$2,713.85	09/26/2025	10/26/2025
0949753-949927	$2,549.35	09/26/2025	10/26/2025
856256-0	$1,870.86	09/29/2025	10/29/2025
861181-0	$1,009.23	09/29/2025	10/29/2025
861181-1	$590.25	09/29/2025	10/29/2025
861181-2	$43.00	09/29/2025	10/29/2025
PPE08172025	$8,568.20	09/03/2025	10/03/2025
PPE08312025	$14,264.41	09/03/2025	10/03/2025
PPE09142025	$9,666.22	09/15/2025	10/15/2025
PPE09282025	$15,380.23	09/30/2025	10/30/2025
1002041746	$34,841.73	10/01/2025	10/31/2025

Department	Description
2130	Office of Homeland Security
2178	Supplier Diversity
2215	Executive Office
2763	Homicide Investiation Program
5002	Parking Adjudication
5112	Dedicated Millage
5112	Dedicated Millage
6301	Library Administration
6301	Library Administration
6301	Library Administration
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7003	NORD Maintenance
7003	NORD Maintenance
7003	NORD Maintenance
7005	NORD Recreation Centers
7005	NORD Recreation Centers
7006	NORD Aquatics
7006	NORD Aquatics
7006	NORD Aquatics
8201	Coroner's Administration
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters

A/P	Department has processed receiver & A
Department	Department has not executed a reciever
PO	Contract and/or Purchase Order must be
Budget	Budget errors must be corrected on the c
Released for Payment	The Transaction is released for payment

Invoice Comment
The Transaction is released for payment in the next available check run.
Receipt has not been created/released for this specific invoice.
8/13/25 Vendor invoice over department po line amount. CAO/TOW 9/4/25 Request an increase to cover attached invoice. 9/18/25 Department would prefer to wait until purchasing requests to have the invoice cancelled to a complete a change order than to cancel now.
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
9/24/25 Joshua Umrani emailed the vendor to get the invoice - ASR
09/30/2025 Waiting on money to be increased on PO TGK9/24/2025 PO increase is in process per CRB.
AMP09/02/2025 - Not enough funding on project.. Checking with AIH about funding, TGK
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
The Transaction is released for payment in the next available check run.
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Pending Approval - Awaiting Department to approve the transaction so that it can be released for payment
Receiver has not been created/released for this specific invoice.
Receipt has not been created/released for this specific invoice.
The receiver total does not match the invoice total.
Approved Unreleased: Department needs reach out to purchasing and get an increase on line 6.
Approved Unreleased. Department must resolve issue prior to the transaction being released for pay
Receipt has not been created/released for this specific invoice.
Receiver has not been created/released for this specific invoice.
Receiver has not been created/released for this specific invoice.
Receipt has not been created/released for this specific invoice.
The Transaction is released for payment in the next available check run.
Receipt totals do not match the invoice amount.
Department needs to complete a receipt adjustment.
Receiver has not been created/released for this specific invoice.

Legend
ccounts Payable Processor will submit for payment
or approved the service or good in BRASS in order to be processed for payment
amended/adjusted before processing for payment
ontract or PO before processing for payment
in the next available check run.

Invoice Legend	Vendor	Vendor Name
Released for Payment	4008	JSSC LLC
Department	1252	Rouse's Enterprises LLC
Department	7182	Brister's Towing LLC
Released for Payment	3931	VERIZON WIRELESS
Released for Payment	1010	AUZENNE & ASSOCIATES, LLC
Department	59	Cintas Corporation
Department/Po	793	United Rentals (North America)
Released for Payment	1143	State Library of Louisiana
Released for Payment	1143	State Library of Louisiana
Released for Payment	6264	The HistoryMakers
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	1939	Center for the Innovative Training of Youth (STEM NOLA)
Department	4942	Pinnacle Security & Investigat
Department	728	Coastal Fire Protection LLC
Department	1338	Commercial Chemical Products, Inc.
Department	6674	Cajun Innovative Solutions
Department	1772	JM Fitness dba CrossFit NOLA
Department	6059	Esneault, Inc.
Department	5246	The American National Red Cross
Department	5246	The American National Red Cross
Department	5246	The American National Red Cross
Released for Payment	7132	Media By Design
Department	539	Uline
Department	539	Uline
Department	4611	GBP DIRECT, INC.

Invoice Number	Invoice Amount	Date Supplier Submitted	Due Date
301	$749.64	04/02/2020	05/02/2020
263203	$38.64	08/22/2025	09/21/2025
25-0217-21178	$5,753.44	08/07/2025	09/06/2025
9022355524	$50.00	05/23/2024	06/22/2024
1222-PW	$3,645.00	01/16/2023	02/15/2023
1905738173	$180.00	08/21/2025	09/20/2025
251442416-001	$76,190.00	08/11/2025	09/10/2025
32541	$25,337.73	06/08/2022	07/08/2022
34838	$15.00	02/29/2024	03/30/2024
NOPL-002	$5,000.00	06/28/2023	07/28/2023
6285	$30,000.00	08/26/2025	09/25/2025
6286	$85,000.00	08/26/2025	09/25/2025
6287	$25,000.00	08/23/2025	09/22/2025
16311	$863.21	08/22/2025	09/21/2025
71053	$3,230.00	08/20/2025	09/19/2025
201295615319	$662.40	08/12/2025	09/11/2025
000347	$18,118.00	08/20/2025	09/19/2025
3159	$2,199.00	08/25/2025	09/24/2025
11531	$1,342.00	08/20/2025	09/19/2025
22850327B	$329.00	08/25/2025	09/24/2025
22921009	$160.00	08/25/2025	09/24/2025
22922541A	$329.00	08/25/2025	09/24/2025
CW-112	$2,880.00	04/26/2024	05/26/2024
196166053	$442.80	08/05/2025	09/04/2025
196468005	$524.16	08/12/2025	09/11/2025
857208-3	$308.52	08/14/2025	09/13/2025

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

September 5, 2025

Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Amendment with Rehrig Pacific Company

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed amendment between the City of New Orleans and Rehrig Pacific Company, a completed contract summary form, and the related Motion.

Respectfully submitted,

Dan Jatres, Infrastructure Projects Administrator
Office of Resilience & Sustainability
daniel.jatres@nola.gov

Attachments: Contract summary form, contract, motion

cc: Justyn Hawkins, Council Chief of Staff
Adam Swensek, Council Executive Counsel
Liz Brusseau, Director for City Council Relations
Greg Nichols, Deputy Chief Resilience Officer

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

REHRIG PACIFIC COMPANY

RFP NO. 4344

RECYCLING CARTS

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Rehrig Pacific Company, represented by William J. Rehrig, Corporate Executive Officer ("**Rehrig**" or the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on April 9, 2025, the City issued Request for Proposals number 4344, followed by Addendum No. 1 on April 17, 2025, Addendum No 2 on May 6, 2025, and Addendum No 3. on May 9, 2025, seeking qualified persons to provide professional services including the manufacture, assembly, and delivery of recycling carts, with additional cart procurement possibilities, as well as the delivery of educational recycling kits for each cart distributed (collectively the "**RFP**"), which is attached separately and fully incorporated here in as "**Exhibit B**";

WHEREAS, the Contractor submitted a technical proposal dated May 9, 2025 ("**Technical Proposal**"),, and a price proposal dated May 23, 2025 ("**Price Proposal**"), both of which are attached separately and fully incorporated herein as "**Exhibit C**" and "**Exhibit D**", respectively;

WHEREAS, the City has selected the Contractor to perform the professional services, pursuant to the RFP;

WHEREAS, the City received a $3,982,000.00 award from the U.S. Environmental Protection Agency for the Solid Waste Infrastructure for Recycling (SWIFR) grant program, CFDA/Assistance Listing 66.920 Solid Waste Infrastructure for Recycling Infrastructure Financing – Save Our Seas Act Grants on September 13, 2023;

WHEREAS, to that end, a Grant Agreement (02F51501) between the U.S. Environmental Protection Agency and the City of New Orleans was executed on March 20, 2024, to memorialize the aforementioned Solid Waste Infrastructure for Recycling Infrastructure Grants (the "**Cooperative Agreement**" or the "**Grant**"), which is attached separately and incorporated herein as "**Exhibit A**";

WHEREAS, in addition to this federal funding, the City was also awarded $1,557,000 from The Recycling Partnership, a national nonprofit organization, to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing residential curbside recycling in New Orleans; and

WHEREAS, since 2011, the City has allowed eligible service locations to opt-in to receiving recycling carts with the ultimate goal of expanding recycling universally to all eligible service locations;

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services.*** The Contractor will, in accordance with the schedule approved by the City:

1. Perform all services and obligations as set forth in any of the following documents that are attached separately and incorporated fully into this Agreement:

a. Exhibit B - RFP;

b. Exhibit C - Technical Proposal; and

c. Exhibit D - Price Proposal (except as otherwise set forth hereinunder).

2. Manufacture, assemble, and deliver 65-gallon rolling Recycling Carts, manufactured in accordance with the specifications tables A through N as outlined in Section 11.1, Attachment A, Part 3 of Exhibit B, to all eligible and occupied service locations which have not previously opted in to the City's recycling service, as well as service locations with legacy black recycling carts, as directed by the City. The City estimates for the purpose of the EPA funded Grant that approximately 83,000 Recycling Carts will be manufactured, assembled, and delivered;

3. Offer a buyback credit for eligible containers, which can be used as a credit for additional containers. The buyback will be at the current rate for scrap high density polyethylene (HDPE) at the time of sale. The total value is determined by multiplying the rate for scrap HDPE by the number of pounds of material that is retrieved from all eligible containers minus the shipping costs;

4. Distribute educational kits to each household receiving a Recycling Cart, which shall be attached to each Recycling Cart in a weather-proof enclosure via a method agreed on by both parties. These kits will be provided by the City to the Contractor for distribution;

5. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP 4344; the Contractor's proposal dated May 9, 2025;

6. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

7. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

8. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

9. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

10. Cooperate with the City and any person performing work for the City.

B. ***Standards.*** The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the same degree of care, skill, and

diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services in major United States metropolitan areas under the same or similar circumstances. The Contractor will provide recycling carts meeting the specifications tables A through N as outlined in Section 11.1, Attachment A, Part 3 of Exhibit B.

C. *Compliance with Laws*. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances

D. *Schedule*.

1. Schedule to Complete and Progress Schedule.

a. The Parties will negotiate and mutually agree to a schedule within 90 days of the Effective Date.

b. The Contractor will submit a proposed progress schedule evidencing meaningful steps to achieving the requirements set forth above, in Art. I(D)(1)(a), to the City within 14 calendar days of receiving written authorization from the City to proceed. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: the Contractor will develop and provide a schedule for each assigned task order to ensure deliverables are provided within applicable grant program timelines.

c. The proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed:

i. Schedule stating the quantity of Recycling Carts to be delivered each month with attached educational kits.

ii. Schedule stating the remaining Recycling Carts to deliver for grant completion.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. *Invoices*.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, City Civil Service);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. ***Records and Reporting*.**

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three (3) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. ***Audit and Inspection*.**

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. ***Insurance*.**

1. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

a. Minimum Requirements:

i. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

ii. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

iii. Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

iv. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions.

i. Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided via a Blanket Endorsement to the Contractors insurance, ISO Form CG 20 10 11 85 (or equivalent) or both CG 20 10 and CG 20 37 forms (if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to (Office of Resilience & Sustainability, Suite 7E05, 1300 Perdido Street, New Orleans, LA 70112), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability.

ii. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

iii. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

iv. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

v. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

vi. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

2. ***Notice***: Upon request the Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: SWIFR Recycling Carts) the following documents, within 10 calendar days.

a. Copies of all policies of insurance, including all policies, forms, and endorsements.

3. Without notice from the City, the Contractors will:

a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

4. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

I. ***Indemnity***.

1. ***In general.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. ***Convicted Felon Statement.*** The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. ***Non-Solicitation Statement.*** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. ***Employee Verification.*** The Contractor swears that: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will:

1. Administer this Agreement through the Office of Resilience and Sustainability;

2. Provide the Contractor with document(s) including the address list of recycling cart recipients, the number of carts to deliver to each address, the delivery route, and other documents necessary for the Contractor's performance of any work required under this Agreement;

3. Provide the relevant collection route maps that will be needed for efficient cart delivery to each address;

4. Provide an interim staging yard for cart assembly approximately 1000 sq ft in area and relatively central to the delivery area;

5. Provide and cover the cost of designing and printing all outreach materials in weather-proof enclosures.

6. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor; and

B. ***Payment.*** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. ***Rate of Compensation*.**

1. The City will pay the Contractor in accordance with the following rates:

a. $43.25 per 65 gallon recycling cart, including in-mold label printing and adhesion to recycling cart lid;

b. $48.87 per 95 gallon recycling cart, including in-mold label printing and adhesion to recycling cart lid;

c. $4.50 per recycling cart unit unloaded, assembled, and delivered

d. Replacement parts to be provided according to the Price Proposal;

2. Additional payments will be made to the Contractor directly via The Recycling Partnership, a partner with the City in this grant, at the Rate of Compensation in Subsection 1, to support expenses related to cart purchases, assembly, delivery, and educational kit distribution.

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

4. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

5. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. ***Maximum Amount.*** The maximum aggregate amount payable by the City under this Agreement is $4,720,000.

C. ***Price Adjustment.*** Prices in the Price Proposal shall be firm for the initial twelve (12) months of the contract term. No cost increases shall be accepted in the first twelve (12) months of the initial contract term. Thereafter, the costs for all future terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustments shall be based on the latest yearly percentage increase in High Density Polyethylene (HDPE) resin for Large Buyer Contract prices for Medium Quality Injection Molding as published by the Chemical Data Monthly Petrochemical & Plastics Analysis Report.

The yearly increase or decrease in HDPE shall be that latest report published and available for the calendar year ending December 31, prior to the end of the contract year then in effect, as compared to the report for the comparable month, one-year prior.

Should the market price of resin increase or decrease from the initial proposed unit price, the increase or decrease will be reflected in the unit price per cart for the contract year, for the amount of resin per pound per cart as specified in the Technical Proposal. Any cost adjustments may not exceed a 5% increase per contract year.

Notwithstanding any other provision of the agreement, any order or addendum, there shall be no adjustments to pricing of product(s) as the result of any non-market adjustments (NMA) reflected in the resin index as published from time to time during the term of this agreement

The Contractor shall submit its annual price change in writing to the City at least 30 calendar days prior to the contract anniversary date, even if the recommendation is to keep pricing the same as the previous period. This justification will ensure that any potential price decreases are not overlooked. The Contractor shall provide the following:

1. Proof of the validity of a request for a price change or no change and it shall be the responsibility of the Contractor to, at a minimum, provide certified documentation including the Chemical Data monthly report for the correct period.

2. Fully calculated adjustments for all products available through the awarded contract, including updated price sheets showing the new unit.

Any approved cost adjustments shall become effective on the anniversary of the Effective Date. The City may, after examination, refuse to accept the adjusted costs, if they are not properly documented.

D. ***Fiscal Administration.*** Subject to the terms and conditions of the Grant Agreement, the total amount of the Federal Award granted to the City amounts to $3,982,000.00, with the total approved cost share or in-kind contributions totaling $1,450,609.00. The City has agreed to be the fiscal administrator for the $3,320,000.00 payable to the Contractor upon the completion of the Contactor's deliverables and as otherwise set forth hereunder. The Recycling Partnership has agreed to be the fiscal administrator for the $1,245,000 payable to the Contractor upon the completion of the Contractor's deliverables and as otherwise set forth hereunder.

ARTICLE V - DURATION AND TERMINATION

A. ***Initial Term.*** The term of this Agreement shall be for 3 years, beginning on the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. ***Extension.*** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for 4 additional one-year terms.

C. ***Termination for Convenience.*** The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. ***Termination for Cause.*** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. ***Suspension.*** Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VII - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform.*** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VIII – LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage.*** In accordance with the Living Wage Ordinance, Living Wage shall be $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.:

D. ***Adjusted Living Wage.*** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements.*** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. ***Reporting.*** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. ***Compliance Monitoring.*** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized

to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies***. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. ***In General.*** The Contractor agrees to abide by the City Code Sections 70-456, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. ***Monitoring.*** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. ***Cooperation***. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
    a. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.
    b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
    a. Copies of written contracts with DBE Entities and purchase orders;
    b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

   a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

   b. Reports are required even when no activity has occurred in a monthly period.

   c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

   d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

   a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

   b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

   c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification***. The OSD may grant a post-award modification request if:

   a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE

Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity.*** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination.*** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts.*** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. ***Termination for Breach.*** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status.*** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. ***Exclusion of Worker's Compensation Coverage.*** The City will not be liable to the

Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage.*** The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits.*** The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII – FORCE MAJEURE

A. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice.*** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

    a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - NOTICE

A. ***In General.*** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

1. To the City:

   Greg Nichols, Deputy Chief Resilience Officer
   Office of Resilience & Sustainability
   City of New Orleans
   1300 Perdido Street
   Suite 7E05
   New Orleans, LA 70112

   &

   City Attorney
   City of New Orleans
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112

2. To the Contractor:

   William J Rehrig, Corporate Executive Officer
   Rehrig Pacific Company
   1000 Raco Count
   Lawrenceville, GA 30046

B. ***Effectiveness.*** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change.*** Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. ***Amendment.*** The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. ***Assignment.*** (i) Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the

prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

C. ***Choice of Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. ***Compliance with City's Hiring Requirements – Ban the Box.***

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. ***Conflicting Employment.*** To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. ***Construction of Agreement.*** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in

favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. ***Entire Agreement.*** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. ***Exhibits.*** The following exhibits will be and are incorporated into this Agreement: "Exhibit A" - U.S. Environmental Protection Agency Grant Agreement; "Exhibit B" – Request for Proposal No. 4344; "Exhibit C" – Technical Proposal; "Exhibit D" – Price Proposal; "Exhibit E" - Non-Federal Entity Compliance Provisions for Federal Awards.

J. ***Order of Documents.*** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: "Exhibit A"; "Exhibit B"; the Agreement; "Exhibit C"; "Exhibit D"; Exhibit "E".

K. ***Jurisdiction.*** The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement, any incorporated documents, or expressly imposed by law.

M. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. ***Non-Exclusivity.*** This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. ***Non-Waiver.*** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. ***Ownership Interest Disclosure.*** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits,

the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

Q. ***Ownership of Records.*** Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

R. ***Prohibition of Financial Interest in Agreement.*** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

S. ***Prohibition on Political Activity.*** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. ***Severability.*** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. ***Special Conditions for Solid Waste Infrastructure for Recycling Contracts.*** The "Non-Federal Entity Compliance Provisions for Federal Awards," attached as Exhibit "C" to this Agreement, are expressly incorporated into the Agreement and effectively immediately if the City has indicated it will or may seek reimbursement from the Solid Waste Infrastructure for Recycling program in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from the Solid Waste Infrastructure for Recycling Program in connection with the work to be performed under this Agreement.

W. ***Subcontractor Reporting.*** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. ***Survival of Certain Provisions.*** All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. ***Terms Binding.*** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

REHRIG PACIFIC COMPANY

BY: _____
WILLIAM J. REHRIG, CORPORATE EXECUTIVE OFFICER

_____
FEDERAL TAX I.D.

[EXHIBITS A-D ATTACHED SEPARATELY; EXHIBIT E CONTAINED ON NEXT PAGE(S)]

EXHIBIT "A" (Attached Separately)

Grant Agreement between
The United States Environmental Protection Agency
And
the City of New Orleans, Louisiana

EXHIBIT "B" (Attached Separately)

Request for Proposals 4344

Recycling Carts

EXHIBIT "C" (Attached Separately)

Rehrig Pacific Company Technical Proposal

Request for Proposals 4344

Recycling Carts

EXHIBIT "D" (Attached Separately)

Rehrig Pacific Company Pricing Proposal

Request for Proposals 4344

Recycling Carts

EXHIBIT "E"

NON-FEDERAL ENTITY COMPLIANCE PROVISIONS FOR FEDERAL AWARDS

The Contractors are advised that this Project is to be funded by EPA. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses

to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State of Louisiana, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTS WITH OTHERS

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

TERMINATION FOR CAUSE

The City shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this Agreement without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Engineer only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST ENGINEER'S DEFAULT

The City retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any breach or violation by the Contractor hereof.

[END OF AGREEMENT]

1632

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Resilience & Sustianability

Name of Contact Person: Daniel Jatres

Telephone Number: 504.658.4947

Email Address: daniel.jatres@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** The manufacture, assembly, and distribution of recycling carts and educational materials in support of the City's EPA SWIFR grant award to increase recycling by New Orleans residents.
2. **The parties involved:** City of New Orleans; Rehrig Pacific Company
3. **The obligations, expectations, and deliverables of the parties involved:** Manufacture, assembly, and distribute approximately 83,000 recycling carts and the delivery of educational recycling kits.
4. **The duration of the contract:** 3 years
5. **The cost and any fiscal implications of the contract for the City:** $4,720,000 maximum, of which $3,320,000 is reimbursable by the EPA, the balance will be available for Sanitation Dept as needed.
6. **Describe disadvantaged business enterprise (DBE) participation:** The prime contractor is committed to the 35% DBE goal through their use of DBE subcontractor RTM Freight Brokerage LLC.

Reference: Council Rule 57 & City Code Section 70-10

October 2, 2025

Lora W. Johnson
Clerk of Council
1300 Perdido St. Rm. 1E09
New Orleans, LA 70112

Dear Ms. Johnson,

As co-chair of the New Orleans Housing Trust Fund Advisory Committee, I'm submitting our Annual Report (attached) to the City Council, as required by New Orleans City Code, Sec. 70-415.342. The Advisory Committee voted unanimously to submit this report at our last meeting on September 26, 2025.

Sincerely,

Maxwell Ciardullo
3702 St. Claude Ave.
New Orleans, LA 70117
202-492-4381

New Orleans Housing Trust Fund Annual Report, 2025

Prepared by the Housing Trust Fund Advisory Committee
September 25, 2025

Report Overview

According to the ordinance establishing the New Orleans Housing Trust Fund (HTF), the annual report and budget must contain the following four sections:

1. A detailed accounting of all fund revenues and expenditures over the preceding year.
2. Year-long data on the quarterly performance measures for the preceding year.
3. A proposed budget for the upcoming fiscal year, specifying the program funds to be allocated per purpose, as defined in New Orleans City Code, Sec. 70-415.339.
4. An implementation plan for all proposed expenditures, as well as any other information requested by the council.

The HTF will not receive its first allocation until January 2026, therefore items #1 and #2 are not yet applicable and this annual report will focus on items #3 and #4.

3. Proposed 2026 Budget for Program Funds

The most recent Revenue Estimating Conference on August 27, 2025 included a 2026 General Fund revenue forecast of $732,510,118.[1] The City Charter requires 2%, or $14,650,202, to be set aside for the 2026 HTF. Of that sum, no more than 5%, or $732,510, is reserved for a rainy day fund and no more than 10%, or $1,465,020, is reserved to support administration of the fund.

The remaining 85%, or $12,452,672, are the program funds to be allocated to one of three purposes: creating and preserving affordable homeownership, expanding the supply of affordable rental units, and preserving affordable rental units. The HTF ordinance requires a minimum of 15%, or $1,867,901, of the program funds be spent on each of those purposes and for the Advisory Committee to submit a proposed budget that allocates the remaining program funds. The following is a detailed budget narrative for the Advisory Committee's proposed allocations and it is accompanied by a budget spreadsheet in Appendix I.

<u>Top Line Allocations</u>

In our first year proposal, the Committee seeks to closely follow the guidelines and recommendations in the HTF ordinance and establish a baseline against which future allocations can be measured. The Committee has also found consensus on a priority for programs that will bring units online quickly and will not siphon the majority of the funds available for one single program or development.

The Committee proposes following the ordinance framework suggesting one-third of the funds be allocated to homeownership opportunities and two-thirds be allocated to rental opportunities.

[1] FINAL_REC Presentation 08-27-2025 v1.5_08.22.2025, slide 25, presented at the Revenue Estimating Conference, August 27, 2025, https://council.nola.gov/meetings/2025/20250827-revenue-estimating-conference/.

This allocation also follows the data showing that 61% of severely cost burdened households in New Orleans are renters and that there are twice as many renter households below the poverty line (8,441) than homeowner households below the poverty line (3,579).[2]

It should also be noted that more than one-third of the program funds are likely to support homeownership opportunities because the rental supply program that the Advisory Committee is recommending will allow developers to create mixed-tenure buildings with both homeowners and renters.[3] The City, through the Office of Community Development (OCD), also consistently allocates a portion of its entitlement dollars from the U.S. Office of Housing and Development (HUD) to support a soft second mortgage program to help lower-income first-time homebuyers and an owner-occupied rehab program to help lower-income homeowners with larger maintenance issues.

Within the rental allocations, the Advisory Committee proposes allocating $6,350,863, or 51% of the program funds, to rental supply expansion programs and 15%, or $1,867,901, to rental preservation. This 15% for rental preservation is the minimum amount allowed by the ordinance and the Advisory Committee is making that proposal because of an anticipated $5M rental preservation program that is expected to be announced by the Office of Community Development in the next month. That will bring the total resources for rental preservation to $6,867,901, which is generally in line with the amount intended for rental supply expansion.

Because rental preservation of substandard units is such a high need, the Advisory Committee also proposes a contingency plan if the Office of Community Development does not award its funding by the end of the budget year (December 1, 2025). In that scenario, the total rental allocation of $8,218,764 should be split evenly between rental supply expansion and rental preservation, resulting in $2,241,481 being shifted from rental supply expansion to rental preservation so that each purpose receives $4,109,382.

Top Line Allocations

	Required	Discretionary	Total	Share
Homeownership	$1.9M	$2.2M	$4.1M	33%
Rental Supply Expansion	$1.9M	$4.5M	$6.4M	51%
Rental Preservation	$1.9M	$0M	$1.9M	15%

Top Line Allocations, Contingency Plan

	Required	Discretionary	Total	Share
Homeownership	$1.9M	$2.2M	$4.1M	33%

[2] American Community Survey 2023, 1 year estimates.
[3] See “Rental Supply Expansion” section of the Proposed Budget for more details.

Rental Supply Expansion	$1.9M	$2.2M	$4.1M	33%
Rental Preservation	$1.9M	$2.2M	$4.1M	33%

Homeownership Allocations

The Advisory Committee proposes splitting the $4,109,382 allocated for homeownership programs evenly between construction subsidies for new for-sale affordable homes and an owner-occupied roof rehab program to assist lower-income homeowners with the cost of a fortified roof. Though the funding is evenly split, the subsidy per unit for the roof rehab program is expected to be substantially less, ensuring nearly five times as many roof rehab units as new affordable for-sale homes. After the first year of operation, the Committee will closely assess how quickly units come online in both programs, as well as any obstacles to success, before proposing the next year's allocation.

Homeownership Allocations

	Amount	Share	Est. Subsidy/ Unit	Est. Units
Homeownership Construction Subsidies	$2,054,691	50%	$100K	21
Owner Occupied Roof Rehab	$2,054,691	50%	$20K	103

Rental Supply Expansion Allocations

The Committee proposes dedicating the entire $6,350,863 allocated to the Rental Supply Expansion purpose to a program that will offer construction subsidies to developers building or substantially rehabbing Small Multifamily Affordable (SMFA) buildings. Per recent zoning ordinances, SMFA buildings may be built by-right in most residential zones with up to four units as long as one unit is affordable. SMFA buildings may be constructed as one building with up to four units or as two buildings with up to two units in each building.

The Committee also proposes that this SMFA program be flexible enough to allow developers to build SMFA developments that are fully rental or mixed-tenure developments with two affordable for-sale units, each with an affordable rental unit that the new homeowner would own and manage. Because these mixed-tenure developments require far less subsidy per unit, they shouldn't decrease the overall number of rental units, while also creating the opportunity for new homeowners to begin with a built-in income stream.

The Committee's proposal for this funding to be allocated to smaller multifamily developments over larger Low Income Housing Tax Credit (LIHTC) developments stems from three factors:

1. Leaders of our local housing agencies testified before the Committee that the average funding gap needed by larger LIHTC developments is roughly $12M (in the example of a

100 unit affordable development). That would require nearly the entire fund balance for a single year to serve a single development.
2. The Committee's intention to prioritize programs that will bring units online quickly. The SMFA program's ability to build by-right without a conditional use or zoning change process is especially helpful in this regard.
3. The HTF ordinance's requirement that all programs affirmatively further fair housing. This alludes to the Fair Housing Act's mandate that housing and community development dollars be used in a way that does not perpetuate segregation. SMFA developers will have much better odds of finding available residential lots in higher opportunity neighborhoods than a LIHTC developer, who requires much larger lots zoned for higher intensity uses.

Despite not proposing HTF funding for larger, multifamily developers, the Committee stands strongly in support of these developments and the integral role they play in our affordable housing ecosystem. In particular, the Committee urges the Mayor, CAO, and City Council to honor the commitments they have already made to LIHTC developers who have award letters in hand, and to prioritize those that are nearing their closing dates. It would be an incredible waste of time and resources to let these developments fall through at the last minute after their developers have jumped through dozens of hoops and met deadlines over the course of years. Failing to honor those award letters may also create legal liability for the City and undermine the trust of any developers or contractors seeking to work with HTF funds, as well as the trust of the public in the HTF process.

Rental Supply Expansion Allocations

	Amount	Share	Est. Subsidy/ Unit	Est. Units
Small Multifamily Construction Subsidy	$6,350,863	100%	All Rental: $125K Mixed Tenure: $63K	50-100

Rental Preservation Allocations

The Committee proposes dedicating the entire $1,867,901 allocation to a small rental rehab program to subsidize small landlords in making repairs to their properties in exchange for holding the units affordable for a certain period of time. As mentioned in the Top Line Allocation section, this funding will be complemented by a $5M OCD-run program. If OCD does not award this funding by the end of the budget year (December 1, 2025), it will trigger a contingency allocation shifting $2,241,481 from rental supply expansion to rental preservation.

Again, the Committee opted to prioritize the rehab of smaller buildings rather than larger LIHTC buildings because the subsidies required for LIHTC buildings are so large and smaller rehab projects can produce units much faster.

Rental Preservation Allocations

	Amount	Share	Est. Subsidy/ Unit	Est. Units
Small Rental Rehab	$1,867,901	100%	$15K-$50K	37-125

4. Implementation Plan

The New Orleans Redevelopment Authority (NORA) and Finance New Orleans (FNO) will act as administrators of the HTF, as per a Cooperative Endeavor Agreement (CEA) between the two agencies and the City of New Orleans. The ordinance allocates up to 10% or $1,465,020 to support administration of the fund. That amount could potentially cover the salaries of roughly 15 full-time employees at these agencies, which seems far more than is needed to operate four relatively small housing programs. Given the excess, the Committee proposes that the administrators pass through some portion of these funds to the developers and contractors they choose in order to cover their administrative costs as well. This should ensure that the full amount of program funds budgeted for each program will actually serve qualified residents.

During the Committee's 2025 meetings, both agencies also committed to continuing their existing practice of selecting developers and contractors for HTF programs through transparent and objective scoring criteria.

What follows are additional details and instructions for implementing the four proposed housing programs.

Homeownership Construction Subsidies: $2,054,691

The Committee proposes this program be run by the New Orleans Redevelopment Authority (NORA) in a similar fashion to its existing Orleans Housing Investment Program (OHIP) program. In particular, the Committee expects the program to:

- Offer a roughly $100K subsidy to a qualified developer to build an affordable, for-sale home, though some portion of the subsidy could also subsidize the income-qualified buyer.
- Require all homes to be built with a fortified roof and other storm resilience upgrades, as per the climate resilience priority in the HTF ordinance.
- Set income limits at 100% of the Area Median Income (AMI).
- Ensure that there are no program stipulations that disadvantage community land trust (CLT) developers, in part because those developers are uniquely positioned to meet the HTF ordinance's priorities for creative and leveraged funding and long-term affordability.
- Ensure the homes remain affordable for at least 10 years, with a priority for longer-term affordability, per the HTF ordinance's priority for longer-term affordability terms.
- Ensure that building on NORA properties is not a requirement for participating developers.

- Offer a priority for developers who can produce units in areas designated as stronger-market neighborhoods by the New Orleans Market Value Analysis, as per the HTF ordinance's requirement that all funds must affirmatively further fair housing.[4]

Owner Occupied Roof Rehab: $2,054,691

The Committee proposes this program be run by NORA. In particular, the Committee expects the program to:

- Offer a forgivable loan, in the amount of roughly $20K per roof, to the selected contractor(s), who apply with a list of qualified homeowners and manage the rehab process. Debt should be forgiven when the construction is complete and the contractor can prove certification of the fortified roof.
- Allow the $20K subsidy to cover other minimal related repairs, in addition to the fortified roof, that may fit under this cap. The program should prioritize homes that are otherwise in good shape, but need a new roof. Low-income homeowners who need more expensive repairs should be referred to OCD's owner-occupied rehab program.
- Target the program at households under 80% AMI, for which it should be fully forgivable, but allow households up to 120% AMI to apply with some repayment required.

Small Multifamily Construction Subsidy: $6,350,863

The Committee proposes this program be run by FNO. In particular, the Committee expects the program to:

- Be open to developers building SMFA developments that are fully rental or mixed-tenure developments with two affordable for-sale units, each with an affordable rental unit that the new homeowner would own and manage.
- Be open to developers utilizing blighted properties or those that need significant rehab to construct these SMFA developments.
- Offer a roughly $125K/unit subsidy to developers of all-rental developments and a roughly $63K/unit subsidy to developers of mixed-tenure developments.
- Prioritize developers with a robust stewardship program for the mixed-tenure model to ensure new homeowners have the support to be responsible landlords.
- Require all homes to be built with a fortified roof and other storm resilience upgrades, as per the climate resilience priority in the HTF ordinance.
- Ensure that the majority of rental units are priced at 60% AMI and that none should be priced higher than 80% AMI, and that preference is given to developers who can produce the most units at the lowest AMI, as per the HTF ordinance's priority for lower affordability levels.
- Ensure that all rental units have at least a 30 year term of affordability, with a preference for even longer terms of affordability, as per the HTF ordinance's priority for longer terms of affordability.
- Ensure that any for-sale units are offered to buyers at 100% AMI or below and that the homes remain affordable for at least 10 years, with a priority for longer-term affordability, per the HTF ordinance's priority for longer affordability terms.
- Ensure that no units are used as short-term rentals.
- Ensure that there are no program stipulations that disadvantage community land trust (CLT) developers, in part because those developers are uniquely positioned to meet the HTF ordinance's priorities for creative and leveraged funding and long-term affordability.
- Offer a priority for developers who can produce units in areas designated as

[4] *New Orleans Market Value Analysis 2023*, The Reinvestment Fund, November 2023, https://noraworks.org/impact/#mva.

stronger-market neighborhoods by the New Orleans Market Value Analysis, as per the HTF ordinance's requirement that all funds must affirmatively further fair housing.
- Require that developers of all-rental developments match national standards of renter protections and those protections are provided in all rental leases (Source of Income non-discrimination, Just Cause eviction protections, Louisiana Housing Corporation's criminal background screening policy,[5] 30-day eviction notice, etc.).

Small Rental Rehab: $1,867,901

The Committee proposes this program be run by NORA. In the case that the OCD Small Rental Rehab program is operational, the administrator should pass these funds through to the contractor OCD selects through its notice of funding availability process. In the case that the OCD Small Rental Rehab program is not operational, the Committee expects the administrator to craft a program that:

- Functions similarly to the Owner Occupied Roof Rehab, in that it utilizes contractors who manage the rehab process.
- Serves smaller landlords with four units or less.
- Offers up to $50K of subsidy per unit with a maximum of $200K per owner to cover fortified roofs and repairs to HVAC, weatherization, windows, and other issues that will ensure rental units pass Healthy Homes inspections.
- Requires deeper affordability levels and longer terms of affordability for larger subsidy amounts and requires contractors to work with landlords willing to hold units at 80% AMI or lower and for 3-10 years.
- Require that landlords match national standards of renter protections and those protections are provided in all rental leases (Source of Income non-discrimination, Just Cause eviction protections, Louisiana Housing Corporation's criminal background screening policy, 30-day eviction notice, etc.).

Public Facing Dashboard

The Committee proposes the public facing dashboard, as required by the HTF ordinance, be available by January 2026 and display the initial allocations proposed by the Committee and the final allocations approved by City Council. That dashboard should be available on the HTF Advisory Committee page of the City Council website and should be updated by the fund administrator on a quarterly basis with all of the quarterly reporting data points required by the HTF ordinance (New Orleans City Code Sec. 70-415.342(d)(1)), as well as data on units created/preserved by AMI limit and by geographical distribution.

[5] "Memo: Fair Housing and Tenant Selection with Regard to Criminal Record Screening" Louisiana Housing Corporation, 7/14/21, www.lhc.la.gov/hubfs/Document%20Libraries/Housing%20Development/Compliance/Verifications/Fair%20Housing%20and%20Tenant%20Selection%20with%20Regard%20to%20Criminal%20Record%20Screening%20071421.pdf.

Appendix I: 2026 Budget Spreadsheet				
2026 REC General Fund Estimate			$732,510,118	
HTF Total		2%	$14,650,202	
Rainy Day		5%	$732,510	
Admin Costs		10%	$1,465,020	
Program Funds		85%	$12,452,672	
Required Program Funds				
Homeowner		15%	$1,867,901	
Rental Supply Expansion		15%	$1,867,901	
Rental Preservation		15%	$1,867,901	
Top Line Allocations	Required	Discretionary	Total	Share
Homeowner	$1,867,901	$2,241,481	$4,109,382	33%
Rental Supply Expansion	$1,867,901	$4,482,962	$6,350,863	51%
Rental Preservation	$1,867,901	$0	$1,867,901	15%
Homeowner Programs	Admin	Amount	Est. Subsidy/Unit	Est. Units
Homeownership Construction Subsidies	NORA	$2,054,691	$100,000	21
Owner Occupied Roof Rehab	NORA	$2,054,691	$20,000	103
Total		$4,109,382		123
Rental Supply Expansion Programs	Admin	Amount	Est. Subsidy/Unit	Est. Units
Small Multifamily Construction Subsidy	FNO	$6,350,863	$125,000/$62,500	50-100
Total		$6,350,863		50-100
Rental Preservation Programs	Admin	Amount	Est. Subsidy/Unit	Est. Units
Small Rental Rehab	NORA	$1,867,901	$15,000-$50,000	37-125
Total		$1,867,901		37-125
Total Estimated Units Funded				210-348

1642

Outlook

Fw: CSTR

From Lora W. Johnson <lwjohnson@nola.gov>
Date Fri 9/19/2025 2:10 PM
To Denise Mills <dmills@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>

Lora W. Johnson, LMMC, MMC
Clerk of Council
1300 Perdido Street
Rm. 1E09
New Orleans, LA 70112
Office: (504) 658-1119
Fax: (504) 658-7966
lwjohnson@nola.gov

From: Ashley J. Becnel <ajbecnel@nola.gov>
Sent: Friday, September 19, 2025 8:55 AM
To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: Re: CSTR

This appeal can be docketed and set for hearing. The brief should read: Requesting to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to CZO 19.4.A.20.D for property located at [Address].

Ashley J. Becnel
Council Land Use Officer & Deputy Executive Counsel
New Orleans City Council
1300 Perdido St., Room 1E06
504.658.1132
ajbecnel@nola.gov

From: Clerk of Council <clerkofcouncil@nola.gov>
Sent: Thursday, September 18, 2025 1:30 PM
To: Ashley J. Becnel <ajbecnel@nola.gov>
Subject: Fw: CSTR

From: KWAME WALKER <kwametwalker@gmail.com>
Sent: Thursday, September 18, 2025 1:26 PM
To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: Re: CSTR

Sure..

2608 Republic St. New Orleans La 70119

Kwame Walker

Cell - (504)239-0143

Kwametwalker@gmail.com

On Thu, Sep 18, 2025 at 8:55 AM Clerk of Council <clerkofcouncil@nola.gov> wrote:

> Good morning,
>
> Can you please provide an address on the property along with contact information?
>
> Thanks

From: KWAME WALKER <kwametwalker@gmail.com>
Sent: Wednesday, September 17, 2025 6:34:39 AM

To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: CSTR

To whom it may concern,

License # 23-CSTR-02867
Expired: 03/14/2024

I was informed by Mrs. Brown to email the above information and await a response.
I wish to appeal the Interim Zoning district for commercial for Short Term Rentals and have my license reinstated.

Kind regards,

MOTION

NO. M-25-553

CITY HALL: October 23, 2025

BY: COUNCILMEMBER GREEN

SECONDED BY:

WHEREAS, on September 17, 2025, the City Council received the request of Kwame Walker to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to Comprehensive Zoning Ordinance Sec. 19.4.A.20.D for property located at 2608 Republic Street; and

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the appeal of Kwame Walker, requesting to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to Comprehensive Zoning Ordinance Sec. 19.4.A.20.D for property located at 2608 Republic Street is hereby **APPROVED**.

BE IT FURTHER MOVED, That a copy of this motion be forwarded to the appellant.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-554

CITY HALL: October 23, 2025

BY: COUNCILMEMBER GREEN

SECONDED BY:

WHEREAS, on September 17, 2025, the City Council received the request of Kwame Walker to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to Comprehensive Zoning Ordinance Sec. 19.4.A.20.D for property located at 2608 Republic Street; and

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the appeal of Kwame Walker, requesting to appeal the Commercial Short-Term Rental Interim Zoning District pursuant to Comprehensive Zoning Ordinance Sec. 19.4.A.20.D for property located at 2608 Republic Street is hereby **DENIED**.

BE IT FURTHER MOVED, That a copy of this motion be forwarded to the appellant.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

ZACH SMITH
CONSULTING & DESIGN

August 27, 2025

Via Email to clerkofcouncil@nola.gov
Clerk of Council
New Orleans City Council
1300 Perdido St.
New Orleans, LA 70112

RE: Appeal of the Commercial Short-Term Rental Interim Zoning District for the property located at 734 Union Street, Unit 400.

Dear Clerk of Council,

On behalf of our client, Lisa Raio, we are requesting an appeal to the Commercial Short-Term Rental Interim Zoning District for the property located at 734 Union Street, specifically Unit 400.

This property has been a CSTR since 2017. Due to issues with roof repairs and renewals, they were unable to renew their CSTR permit.

There are 6 units in this building with 2 commercial units on the ground floor. Every residential unit has a CSTR permit as these permits were issued before the 2019 CSTR legislative changes.

Thank you for your time and consideration in adding this request to the next council agenda. Please feel free to reach out if you have any questions.

Sincerely,

Ron Loesel
Zach Smith Consulting & Design
1000 S. Norman C. Francis
New Orleans, LA 70125
ron@zachsmithconsulting.com

ZACH SMITH
CONSULTING & DESIGN

October 15, 2025

Clerk of Council
1300 Perdido St. Room 1E09
New Orleans, LA 70112

RE: Withdrawal Request – Appeal of the Commercial Short-Term Rental Interim Zoning District for the property located at 734 Union Street, Unit 400.

Dear Clerk of Council:

We are requesting a withdrawal of the Appeal of the Commercial Short-Term Rental Interim Zoning District for the property located at 734 Union Street, Unit 400 from the October 23, 2025 Council Agenda.

Please let me know if you have any questions.

Thank you,

Ron Loesel

Ron Loesel
Governmental Affairs
Lead Consultant
Zach Smith Consulting & Design
1000 Norman C. Francis New Orleans, LA 70125

Dernell Johnson
1030 Elysian Fields Ave
New Orleans, LA 70117
Email: dj@baldwinandcobooks.com
Phone: (504) 335-6568
Date: 8/11/2025

New Orleans City Council
1300 Perdido Street
New Orleans, LA 70112

ATTN: Aisha R. Collier, Assistant Clerk of Council

Re: Appeal for Renewal of Short-Term Rental License – CSTR License No. 23-CSTR-11209

Dear Aisha R. Collier,

I am writing to respectfully request your consideration in renewing my short-term rental license, CSTR License No. 23-CSTR-11209, which expired on June 4, 2024. Unfortunately, I did not submit a renewal application prior to the expiration date, and my lapse in licensure has now exceeded 180 days, requiring me to appeal directly to you for reinstatement.

The short-term rental in question is not merely a source of income—it is a cornerstone of Baldwin & Co.'s ability to serve our community in transformative ways. The revenue generated from this rental directly funds Baldwin & Co.'s community programs, which include:

- Donating **thousands of new books to children in New Orleans** each year.
- Providing **free tutoring services** to children who need additional educational support.
- Donating **household goods to families in need**, ensuring stability and dignity for those facing hardships.
- Covering **travel costs to bring some of the most prominent thought leaders in the country** to New Orleans for public talks, workshops, and cultural exchanges.
- Hosting our **annual Baldwin & Co. Book Festival**, where we celebrate the love of reading by providing free books, food, and entertainment to the community.

- Offering **free financial literacy programs**, where we conduct 2-hour classes to teach residents how to be more fiscally responsible and economically empowered.

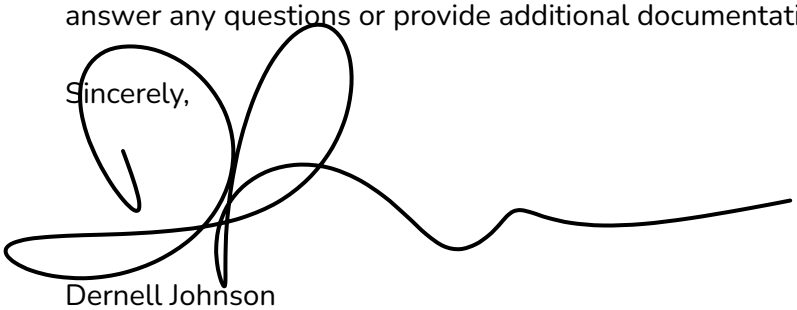
These programs—and so many other phenomenal community service activities—are made possible in large part through the revenue from Baldwin & Co.'s short-term rental. Without this source of funding, our ability to sustain these initiatives and expand their impact would be severely diminished.

I recognize and respect the rules governing short-term rental licenses in our city, and I take full responsibility for missing the renewal deadline. This lapse was unintentional, and I am committed to full compliance with all regulations moving forward. I am asking for your understanding of the extraordinary community benefits that stem from my short-term rental operations and for the opportunity to continue using it as a tool for meaningful public service.

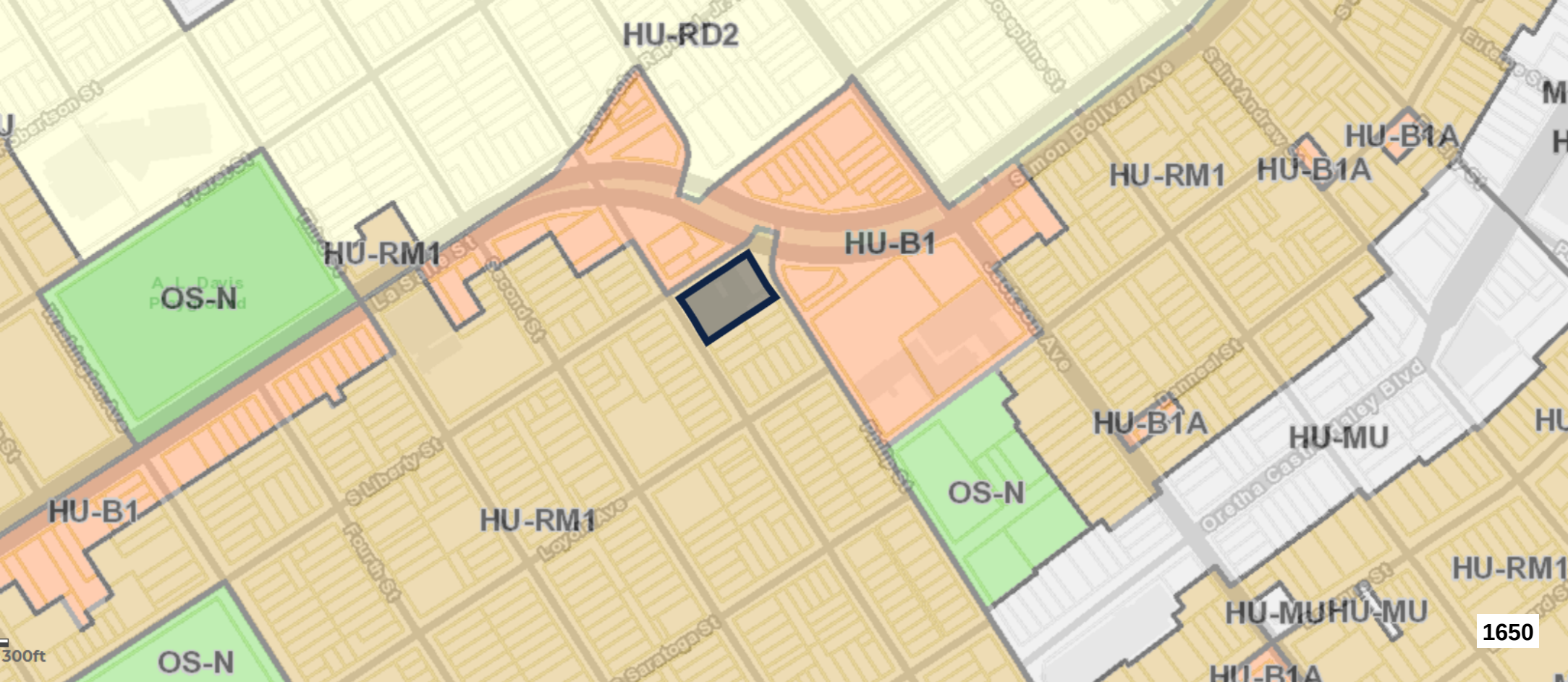
I respectfully request the City Council grant me permission to regain my short-term rental license so that Baldwin & Co. can continue its mission of literacy, empowerment, and community enrichment for the people of New Orleans.

Thank you for your time, attention, and consideration of this appeal. I would be honored to answer any questions or provide additional documentation regarding the impact of our work.

Sincerely,



Dernell Johnson


HU-RD2
HU-RM1
HU-B1
HU-B1A
HU-MU
OS-N
HU-RM1
HU-B1
HU-RM1
OS-N
HU-B1A
HU-MU
HU-MU
HU-MU
HU-RM1
OS-N
HU-B1A
1650
300ft

MOTION
NO. M-25-400

CITY HALL: **July 24, 2025**

BY: COUNCILMEMBER HARRIS

SECONDED BY: COUNCILMEMBER MORRELL

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider amendments to Ordinance No. 30,208 M.C.S. (Zoning Docket 80/24), which established a conditional use to permit a community center in an HU-RM1 Historic Urban Multi-Family Residential District, located on Square 317, Lots A, B, 22, 23, 12, 13, A, C, and D, or Lots 8, 22, 23, 10, C, D and three undesignated lots, in the Fourth Municipal District, bounded by South Liberty Street, Philip Street, First Street, Loyola Avenue, and La Salle Street/Simon Bolivar Avenue (Municipal Addresses: 2300-2308 South Liberty Street, 2224-2226 Philip Street, and 2229-2237 First Street), to amend proviso six to allow for additional flexibility to meet the parking requirement, and to consider any waivers that are necessary to achieve this goal.

BE IT FURTHER MOVED, That the requirement to participate in the Neighborhood Participation Program is waived and application fees in the amount of $2,320.00 are hereby waived.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL; THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Giarrusso, Green, Harris, Moreno, Morrell, Thomas - 6**
NAYS: **0**
ABSENT: **King - 1**
AND THE MOTION WAS ADOPTED.

h:\clerk_of_council\docs\joycelyn\council\motions-resolutions\2025\july 24\m-400.docx

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

Alisha Collier

ASSISTANT CLERK OF COUNCIL

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GREATER WORKS
FAMILY LIFE CENTER
2308 S. LIBERTY ST.
NEW ORLEANS, LA 70113

100% DESIGN DEVELOPMENT

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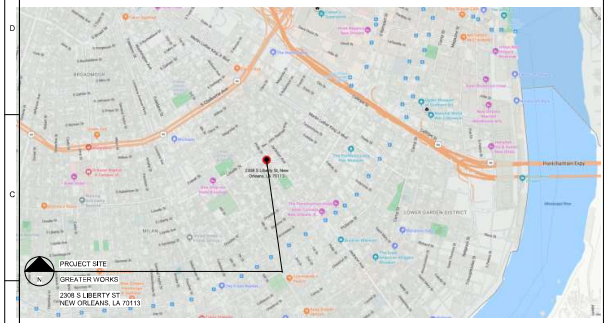
VICINITY MAP:



GENERAL NOTES:

1. THESE NOTES SHALL APPLY UNLESS OTHERWISE INDICATED BY DRAWINGS OR SPECIFICATIONS.
2. ALL WORK INCLUDING CIVIL, MECHANICAL, PLUMBING, & ELECTRICAL SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, & LOCAL CODE REQUIREMENTS, AND IN ACCORDANCE WITH ACCEPTED CONSTRUCTION INDUSTRY STANDARDS.
3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL APPLICABLE PERMITS, INSPECTIONS, AND APPROVALS, INCLUDING THOSE RELATED TO BUILDING AND SIGNAGE.
4. ALL COMBUSTIBLE INTERIOR FINISHES SHALL BE EITHER CLASS 'A', 'B', OR 'C' MATERIALS WITH FLAME SPREAD RATING NOT TO EXCEED 200. MATERIAL SHALL BE APPROPRIATE CLASS FOR SPACE IN WHICH IT IS USED PER CODES. IF REQUESTED, CONTRACTOR SHALL PROVIDE TO THE FIRE SERVICES AUTHORITY TEST DATA VERIFYING COMPLIANCE.
5. PRIOR TO TURNING BUILDING OVER TO OWNER, REPAIR, OR REPLACE IN KIND ALL MATERIALS AND ASSEMBLIES DAMAGED OR DESTROYED DURING DEMOLITION AND CONSTRUCTION.
6. AT ALL RATED WALLS AND RATED CEILINGS, ALL PLUMBING, ELECTRICAL & HVAC PENETRATIONS SHALL BE SEALED WITH APPROVED FIRESTOPPING MATERIAL.

PROFESSIONAL OF RECORD:

ARCHITECT

NATHANIEL O. CLARK, AIA

CHASM ARCHITECTURE

1510 ELLSWORTH INDUSTRIAL BLVD, STE. 500

ATLANTA, GEORGIA 30318

VOICE: 404.306.0050 EXT. 107

FAX: 404.306.8868

CONTACT:
RYAN M. UTTER, PROJECT MANAGER

CONSULTANTS:

OWNER/ DEVELOPER	GENERAL CONTRACTOR	CIVIL ENGINEER	LANDSCAPE ARCHITECT	STRUCTURAL ENGINEER	MEP ENGINEERS	FOOD SERVICES CONSULTANT
GREATER WORKS	TBD	STANTEC CONSULTING SERVICES	STANTEC CONSULTING SERVICES	WARDLAW LASSEIGNE LEBOUEF	LUCIEN T VIVIEN JR & ASSOC. INC.	FUTCH DESIGN ASSOCIATES, INC.
2308 S. LIBERTY ST.	ADDRESS 1	1200 BRICKYARD LANE	1200 BRICKYARD LANE	554 COLONIAL DRIVE	3510 N CAUSEWAY BLVD	7948 GOODWOOD BLVD
NEW ORLEANS, LA 70113	ADDRESS 2	SUITE 400	SUITE 400	BATON ROUGE, LA 70806	SUITE 612	BATON ROUGE, LA 70806
OFFICE:	OFFICE: #	BATON ROUGE, LA 70802	BATON ROUGE, LA 70802	OFFICE: 225-926-1432	METAIRIE, LS 70002	OFFICE: 225-923-1289
CONTACT:	DIRECT: #	OFFICE: 225-215-5171	OFFICE: 225-215-5171	MOBILE: 225-936-5456	OFFICE: 504-216-5409	CONTACT: GREG FUTCH
	CONTACT: NAME	MOBILE: 225-936-5456	MOBILE:	CONTACT: JACQUES LASSEIGNE, PE	DIRECT: 504-452-1148	
		CONTACT: ANDRE RODRIGUE	CONTACT:		CONTACT: KAREN E VIVIEN., PE	

#	DATE	CHANGE DESCRIPTION

CHASM ARCHITECTURE

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PROGRESS DRAWING NOT FOR CONSTRUCTION

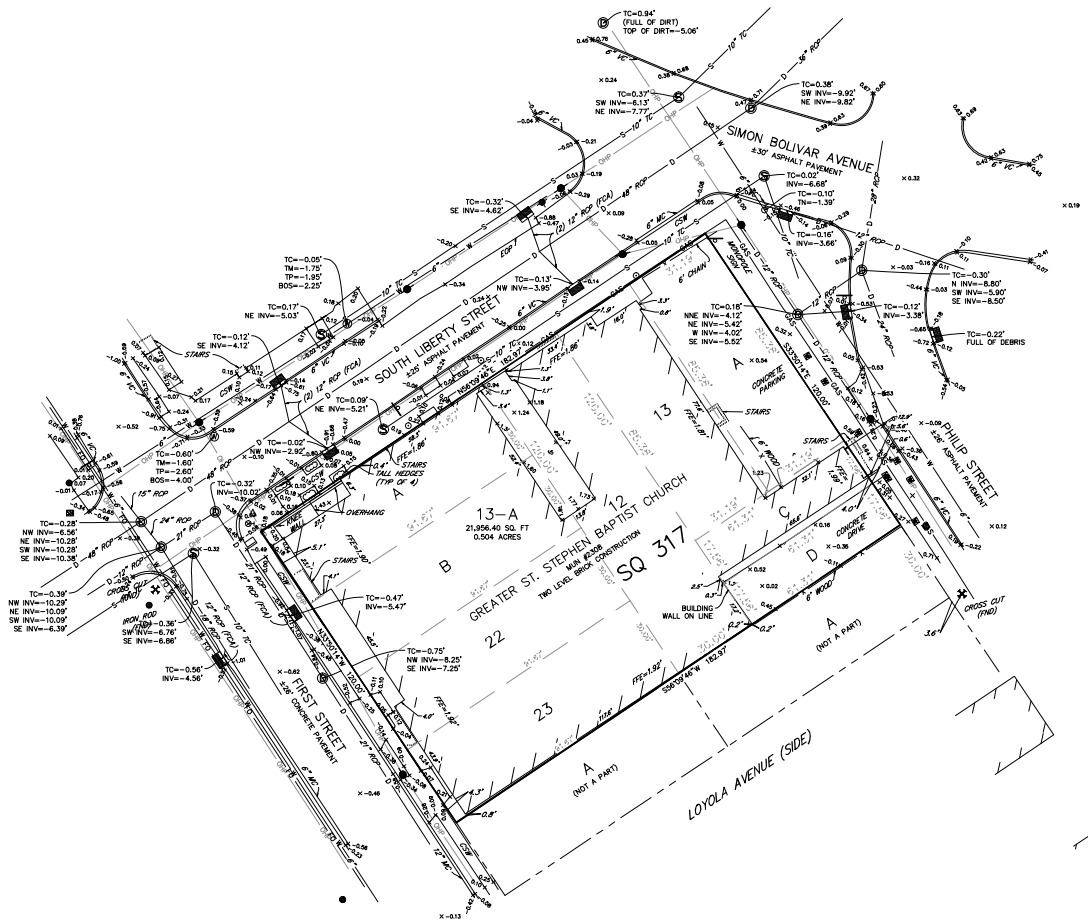
GREATER works family life center

Greater Works Family Life Center
2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Read Blvd.
New Orleans, LA 70127

Drawn by: Author	Reviewed by: Checker	22002
COVER SHEET		G0.01
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: 4/2/2024 5:48:46 PM
FILE INFO: Autodesk Docs://Greater Works Family Life Center/22002 Greater Works Arch RVT24.rvt

1652



LEGEND

- BUILDING
- EXISTING RIGHT OF WAY
- SERVITUDE
- CATCH BASIN
- CULVERT
- DROP INLET, DRAIN LINE
- DROP INLET, DRAIN LINE
- COMMUNICATIONS MANHOLE, LINE
- DRAIN MANHOLE, DRAIN LINE
- ELECTRICAL MANHOLE, ELEC. LINE
- GAS MANHOLE, GAS LINE
- SEWER MANHOLE, SEWER LINE
- TELEPHONE MANHOLE, TELE LINE
- TRAFFIC MANHOLE, TRAFFIC LINE
- WATER MANHOLE, WATER LINE
- UTILITY POLE / OVERHEAD LINES ELECTRIC, TELEPHONE, CABLE TV
- FIBER OPTIC RISER / LINE
- FENCE
- TELCO RISER / PEDISTAL
- UTILITY CLEANOUT
- UTILITY METER
- UTILITY PEDESTAL
- UTILITY VALVE
- UTILITY VALVE VAULT
- FIRE HYDRANT
- LIGHT STANDARD
- TRAFFIC SIGNAL POLE
- TRAFFIC LIGHT POWER VAULT
- CANOPY SUPPORT
- BOLLARD
- SIGN
- TREE
- RESIDENTIAL MAILBOX
- PP DEADMAN
- RAILROAD SIGNAL BOX

TP=1.45'	TOP OF PIPE
TV=3.25'	TOP OF VALVE
TM=-1.88'	TOP OF METER
BOS=-4.37'	BOTTOM OF STRUCTURE
(FCM)	FIELD CONNECTION ASSUMED
(UPOC)	UNKNOWN POINT OF CONNECTION
12" MC	MOUNTABLE CURB
6" VC	VERTICAL CURB
EOP	EDGE OF PAVEMENT
CSW	CONCRETE SIDEWALK

VICINITY MAP
NOT TO SCALE

LA ONE CALL TICKET RESPONSES

CALL BEFORE YOU DIG DIAL 811, OR LOGON AT WWW.LAONECALL.COM

TICKET NUMBERS FOR THIS PROJECT	
160096406	
UTILITY CO. NAME	RESPONSE
ENTERGY NEW ORLEANS	NO RESPONSE
SOUTHERN LIGHT	MAP PROVIDED
AT&T DISTRIBUTION	NO RESPONSE

THIS SURVEY IS ON PRIVATE LAND. LA ONE CALL & PARTICIPATING UTILITY COMPANIES ARE NOT REQUIRED TO MARK ON PRIVATE LAND.

NOTES:
1. ONLY UTILITY COMPANIES LISTED ON THE LA ONE CALL TICKET(S) ARE LISTED HERE, AND MAY NOT REPRESENT ALL UTILITIES PRESENT ON SITE.
2. UNLESS NOTED, ONE CALL UTILITIES ARE LIMITED TO QUALITY LEVEL C OR D, DEPENDING ON THE ACTION OF THE UTILITY OWNER.

GENERAL NOTES

THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, INCLUDING PRIOR TO EXCAVATION AND DIGGING.

VERTICAL DATUM BASIS

ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) UTILIZING GEOID 12A. THEY ARE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE LOUISIANA STATE UNIVERSITY CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NETWORK IN ACCORDANCE WITH LOUISIANA R.S. 50:173.1 COVERING VERTICAL CONTROL STANDARDS.

TEMPORARY BENCHMARK (TBM)

TBM IS A 60D NAIL SET IN THE SOUTHERN FACE OF A UTILITY POLE SITUATED ON THE NORTHEASTERN CORNER OF SOUTH LIBERTY STREET AT FIRST STREET.
ELEVATION: 1.56' N.A.V.D. 88 GEOID 12A

SERVITUDES

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

SURVEY OF REFERENCE

A SURVEY OF LOTS A, B, 22, 23, 12, 13, A, C, D, "A", SQUARE 317, FOURTH DISTRICT, NEW ORLEANS, BY GILBERT, KELLY AND COUTURE, JULY 10, 1996.

SPECIAL FLOOD HAZARD AREA

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AND FOUND THIS PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA.

FIRM ZONE: A1
BASE FLOOD ELEVATION: 1.5' (N.G.V.D. 29)

COMMUNITY PANEL NO. 225203 0160 E
MAP DATED/REVISED: MARCH 1, 2984

UTILITY INFORMATION

WATER LINES SHOWN HEREON ARE TAKEN FROM NEW ORLEANS SEWERAGE AND WATER BOARD UNIT SHEET 13.

UTILITY QUALITY LEVEL

THE SUBSURFACE UTILITIES AS SHOWN ON THE MAP OF SURVEY WERE IDENTIFIED USING INDUSTRY STANDARD DETECTION METHODOLOGIES IN STRICT ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA. QUALITY LEVELS AND DEFINITIONS PER CI/ASCE STANDARD NO. 38-02:

QUALITY LEVEL D – QL–D: DEPICTED ACCORDING TO UTILITY RECORD INFORMATION AND IN–FIELD VISUAL INSPECTION. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.
QUALITY LEVEL C – QL–C: EXISTING UTILITY STRUCTURES HAVE BEEN FIELD LOCATED AND SURVEYED TO ASSIST IN THE DEPICTING THE UTILITIES SHOWN ON THE RECORDS. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.
QUALITY LEVEL B – QL–B: INFORMATION WAS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROPRIATE HORIZONTAL POSITION OF THE SUBSURFACE UTILITIES. QL–B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION.
QUALITY LEVEL A – QL–A: OBTAIN PRECISE HORIZONTAL AND VERTICAL POSITION OF THE UTILITY LINE BY EXCAVATING A TEST HOLE. THE TEST HOLE SHALL BE DONE USING VACUUM EXCAVATION OR COMPARABLE NON–DESTRUCTIVE EQUIPMENT IN A MANNER AS TO CAUSE NO DAMAGE TO THE UTILITY LINE.

FINISHED FLOOR ELEVATIONS

ELEVATIONS MARKED WITH "FFE" ARE SLAB ELEVATIONS ADJACENT TO THE THRESHOLD OF THE DOOR NEAREST TO THE ELEVATION.

GRID NORTH
NORTH REFERENCED TO LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.

GRAPHIC SCALE
20 0 10 20 40 80
1 INCH = 20 US SURVEY FEET

R. P. FONTUBERTA, JR.
Licensed No. 4329
PROFESSIONAL LAND SURVEYOR

BGM
Professional Land Surveyors
534 WILLIAMS BOULEVARD
E-mail: bgmsurvey@bellsouth.net
Ph: (504) 467-2865
Fax: (504) 467-2866
JEFFERSON PARISH, LOUISIANA, 70005

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBERT P. FONTUBERTA, JR.
REGISTRATION NO. 4329

A TOPOGRAPHIC SURVEY OF
GREATER WORKS COMMUNITY CENTER
2308 S. LIBERTY STREET
CITY OF NEW ORLEANS, PARISH OF ORLEANS
LOUISIANA

I certify that this plat represents an actual ground survey made by me or under my direction, and it correctly represents the facts found at the time of survey. This survey is not to be used to reproduce boundaries.

MATHES BRIERRE ARCHITECTS

MARK	DESCRIPTION	DATE	BY	CHK'D
1	ADDED DOORWAY FINISHED FLOOR ELEVATIONS	04-04-16	SLB	THG

REVISION RECORD

SCALE: 1" = 20'
DATE: FEBRUARY 4, 2016
DRAWN BY: SLB
CHECKED BY: THG
FILE NO. 9184
PROJECT NO. 9184
SHEET 1 OF 1

1653

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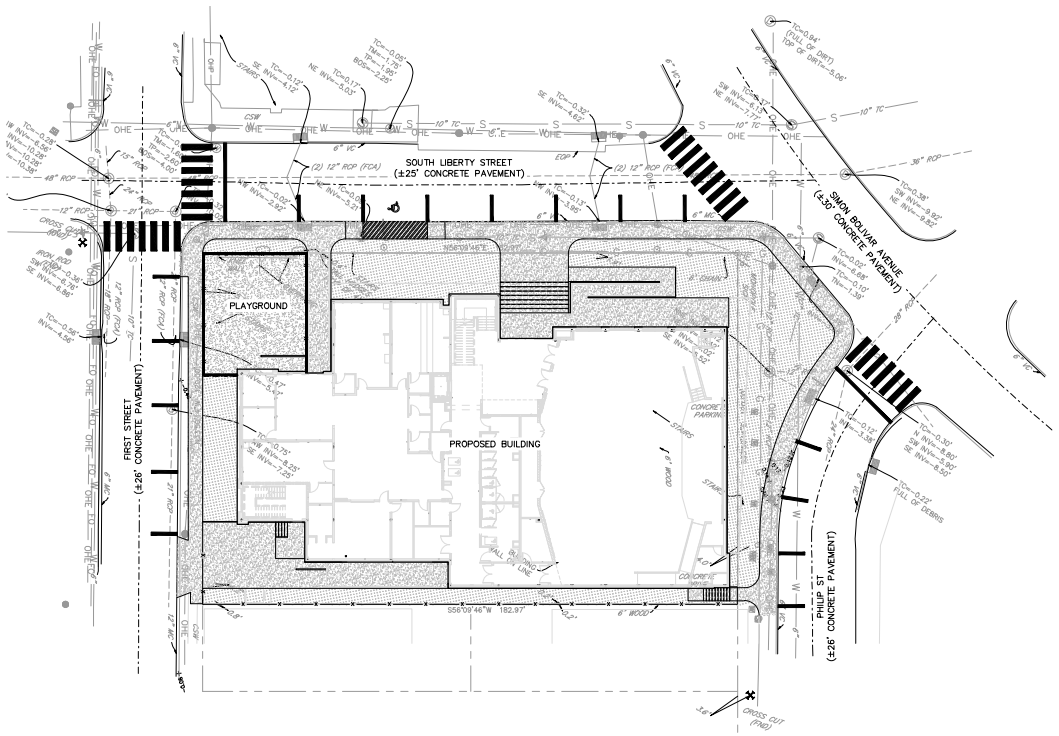

LEGEND

- BUILDING LIMITS (RE: ARCH)
- REQUIRED CONCRETE SIDEWALK (RE: x/C-x.x)
- 6" BARRIER CURB (RE: x/C-x.x)
- CURB RAMP TYPE A (RE: x/C-x.x)
- PROPERTY LINE

SITE PLAN NOTES:

1. THIS EXISTING CONDITIONS MAP HAS BEEN COMPILED FROM REFERENCE DOCUMENTS AND TOPOGRAPHIC DATA COLLECTED IN THE FIELD FOR THE SOLE AND EXCLUSIVE USE AS AN EXISTING CONDITIONS MAP AND DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY AS DEFINED BY LOUISIANA REVISED STATUTES 37:681 ET. SEQ., TITLE 48, PART LXI, CHAPTER 29.
2. THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE OF LOUISIANA STATE PLANE COORDINATE SYSTEM (LOUISIANA SOUTH ZONE – NAD 83) AS PER INFORMATION DERIVED BY GPS STATIC OBSERVATIONS AND SOLVED BY OPUS SOLUTIONS.
4. UTILITY LOCATIONS SHOWN WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES AND RECORD DRAWINGS. THESE LOCATIONS ARE APPROXIMATE AND ARE NOT WARRANTED AS EXACT LOCATIONS BY STANTEC.
5. THE CONTRACTOR MUST CONTACT ALL UTILITY COMPANIES FORTY-EIGHT HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAVE THEIR FACILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK. ANY REQUEST FOR UNDERGROUND UTILITIES SHOULD BE MADE THROUGH LOUISIANA ONE CALL (811) BEFORE DIGGING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LAYOUT AND CONTROL AS DETAILED IN THE CONSTRUCTION DOCUMENTS FOR THE PROJECT.
7. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE CITY/PARISH, STATE AND FEDERAL CODES AND REGULATORY REQUIREMENTS IN REGARD TO ENVIRONMENTAL AND DISPOSAL OF DEBRIS.
8. CONTOURS LINES WERE DERIVED FROM SURVEY DATA AND ARE SHOWN ON THE FACE OF THIS MAP FOR INFORMATIONAL PURPOSES ONLY. SITE TBM ELEVATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING WORK.
9. BASE FLOOD ELEVATIONS SHOWN ARE SUBJECT TO CHANGE AND MUST BE VERIFIED WITH THE LOCAL FLOOD PLAIN ADMINISTRATOR PRIOR TO COMMENCING WORK.
10. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
11. ALL DIMENSION SHOULD BE VERIFIED ON SITE BEFORE PROCEEDING WITH WORK.

1" = 10'-0"
0 10' 20' 30'
NORTH
TRUE NORTH

1 SITE PLAN
3 A0.00 SCALE: 1" = 10'-0"

PRELIMINARY

DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT. ANDRE' M. RODRIGUE, P.E. 29636 STANTEC CONSULTING SERVICES, INC.

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PROGRESS DRAWING NOT FOR CONSTRUCTION

Greater Works Family Life Center
2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Road Blvd.
New Orleans, LA 70127

Drawn by: Author	Reviewed by: Checker	22002
SITE LAYOUT		C2.00
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: 4/2/2024 8:15:55 AM
FILE INFO: Autodesk Docs://Greater Works Family Life Center/22002 Greater Works Arch Rvt24.rvt

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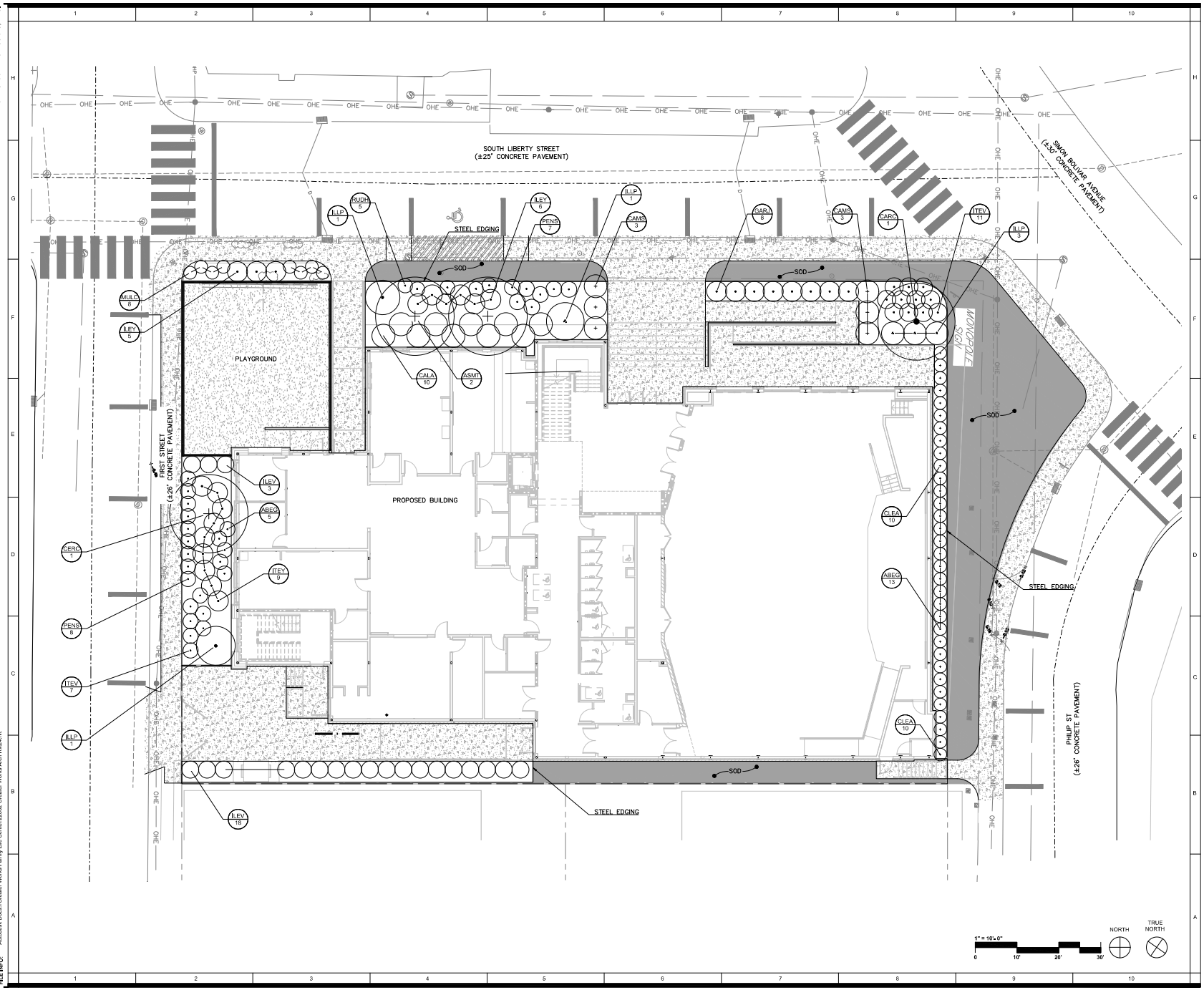

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Drawn by: Author	Reviewed by: Checker	22002
LANDSCAPE LAYOUT		**L1.00**
DESIGN DEVELOPMENT		3/29/2024

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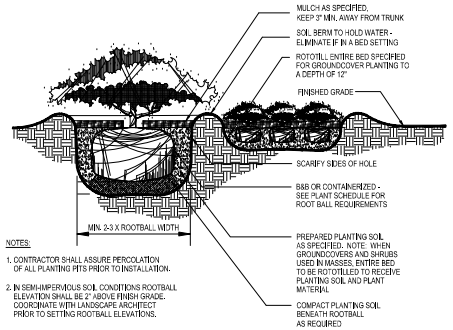
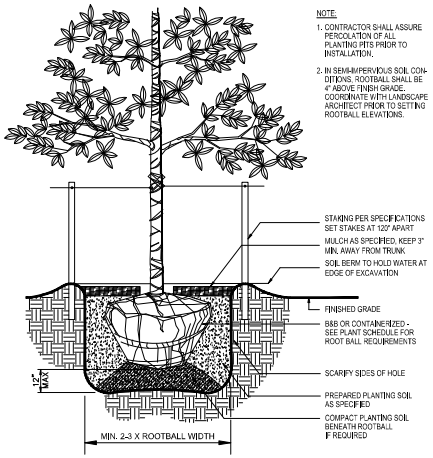
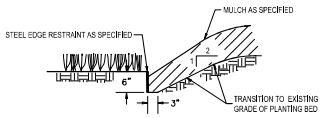


1 SHRUB & GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



2 TREE PLANTING DETAIL
NOT TO SCALE



NOTE:
TRENCH EDGER DETAIL SHALL BE USED AT LAWN AND PLANT BED EDGES

3 TRENCH EDGER
NOT TO SCALE

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Drawn by: Author	Reviewed by: Checker	22002
LANDSCAPE DETAILS		**L2.00**
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: 4/2/2024 8:15:55 AM
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LANDSCAPE PLANTING NOTES

1. THE QUANTITIES INDICATED ON THE DRAWINGS AND ON THE PLANT MATERIAL SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR BUT SHOULD NOT BE ASSUMED TO BE CORRECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES INDICATED. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IN THE EVENT OF A DISCREPANCY, THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS SHALL GOVERN.
2. NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF BOTH THE OWNER AND THE LANDSCAPE ARCHITECT. CHANGES IN PLANT MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL BY JURISDICTIONAL AUTHORITIES.
3. PLANTS SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE **MINIMUMS FOR EACH CATEGORY** (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE, ETC.) WHEN A RANGE OF SIZE IS GIVEN, 75% OF THE PLANTS SUPPLIED MUST MEET THE MAXIMUM RANGE SIZE, AND 25% OF THE PLANTS SUPPLIED SHALL BE THE MINIMUM RANGE SIZE SPECIFIED. ALL MINIMUM SIZE REQUIREMENTS MUST BE MET PER PLANT.
4. CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS. TREES LARGER THAN SPECIFIED MAY BE SUBSTITUTED AT NO ADDITIONAL COST TO THE OWNER. THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. SIZES OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z-60.1. ALL OTHER QUALITY REQUIREMENTS OF THE PLANT MATERIAL MUST ALSO BE ADHERED.
5. ALL TREES MUST BE STRAIGHT TRUNKED, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS SPECIFIED. TREES WITH A "Y" SHAPE ARE NOT ACCEPTABLE. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS WILL BE REJECTED.
6. TREES AND SHRUBS TRANSPORTED DURING PERIODS OR CONDITIONS RESULTING IN HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS AT THE MANUFACTURER'S RECOMMENDATIONS.
7. TREES SHALL BE STAKED AND GUYED AS DETAILED AND SPECIFIED **ONLY IF** THE TREE CANNOT STAND ON ITS OWN. STAKE AND GUYED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
8. ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST.
9. THE CONTRACTOR SHALL FIELD STAKE THE LOCATIONS OF ALL PLANTS PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE SHALL APPROVE STAKED LOCATIONS PRIOR TO EXCAVATION. PLANTS INSTALLED PRIOR TO APPROVAL ARE SUBJECT TO REJECTION AND REPLACEMENT AT NO ADDITIONAL COST.
10. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY. ALL REPAIRS SHALL BE AT NO ADDITIONAL COST.
11. NO TREES SHALL BE PLANTED WITHIN 10' OF SITE UTILITY LINES INCLUDING STORMWATER PIPES. TREE LOCATIONS PROPOSED WITHIN 10' SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO EXCAVATING. FIELD ADJUSTMENT OF TREE LOCATIONS SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. PLANTS RELOCATED AND INSTALLED WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT WILL BE REMOVED, REPLACED, AND RELOCATED AT NO ADDITIONAL COST.
12. THE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE. ALL TOPSOIL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
13. ALL PLANTS SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
14. CERTIFIED SOIL TEST REPORTS: SUBMIT TWO COPIES EACH OF CERTIFIED TEST REPORTS FOR TOPSOIL. PRIOR TO COMMENCEMENT OF CONSTRUCTION, OBTAIN SOIL TEST FOR THE TOPSOIL PROPOSED FOR USE. OBTAIN A MINIMUM OF 3 TOPSOIL TESTS. TAKE SAMPLES OF AVAILABLE TOPSOIL AT 3 SEPARATE LOCATIONS, SPECIFICALLY LABELING THE POINT OF ORIGIN OF EACH. TOPSOIL TESTS SHALL BE PERFORMED BY

    LOUISIANA STATE UNIVERSITY
    SOIL TESTING AND PLANT ANALYSIS LAB
    104 STURGIS HALL 137 J.C. MILLER HALL
    BATON ROUGE, LA 70803
    HTTPS://WWW.LSUAGCENTER.COM/PORTALS/OUR_OFFICES/DEPARTMENTS/SPESS/SERVICELABS/SOIL_TESTING_LAB

    SOIL FERTILITY TEST SHALL IDENTIFY THE FOLLOWING: PH, AVAILABLE PHOSPHORUS, POTASSIUM, CALCIUM, MAGNESIUM, AND ORGANIC MATTER PERCENTAGE CONTENT. RECOMMENDATIONS FOR FERTILIZERS FOR THE SOILS BASED ON THE PLANTS PROPOSED FOR THE PROJECT SHALL BE PROVIDED BY THE TESTING AGENCY, AS WELL AS ANY RECOMMENDATIONS FOR PH AND ORGANIC MATTER ADJUSTMENTS. SOIL SAMPLES SHALL BE COLLECTED, STORED, SHIPPED OR DELIVERED TO THE SPECIFIED LAB IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS OF THE TESTING AGENCY.

    - SOIL AMENDMENTS - SOIL AMENDMENTS SHALL BE PER THE APPROVED SOIL TEST REPORT. AT A MINIMUM, THE FOLLOWING SHALL APPLY:
    - ORGANIC MATTER: COMPOST THAT IS WEED-FREE, STABLE, FULLY COMPOSTED ORGANIC MATTER, HAVING A PH RANGE OF 5.5 TO 7; MOISTURE CONTENT 35 -55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH A 0.75 INCH SIEVE; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS; AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
    - SAND: LEAN, COARSE, UNGRADED, MEETING THE REQUIREMENTS OF ASTM C33 FOR FINE AGGREGATES.
    - FINE PINE BARK: HAMMER MILLED GRADED PINE BARK, WITH PARTICLE SIZE BETWEEN 0.5 -0.75 INCH.
    - FERTILIZER TYPE AND RECOMMENDATIONS SHALL BE PER THE APPROVED SOIL TEST RESULTS. FERTILIZERS SHALL BE A SLOW-RELEASE GRANULAR OR PELLETIZED TYPE.
    - COW MANURE: WELL COMPOSTED MANURE, BAGGED OR BULK, WITH AN NPK ANALYSIS OF 3-2-1 OR SIMILAR
15. TREES AND SHRUBS MOVED DURING PERIODS OF HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. ACCEPTABLE ANTI-DESICCANTS SHALL BE AS FOLLOW OR APPROVED EQUAL:
    - CLEARSPRAY / W.A. CLEARY CHEMICAL CORP., SOMERSET, NJ
    - CLOUDCOVER / EASY GARDNER, WACO, TX
    - WILT-PRUF / WILT-PRUF PRODUCTS, INC., GREENWICH, CT

    APPLY AND REMOVE ANTI-DESSICANT AT THE MANUFACTURER'S RECOMMENDATIONS.
16. ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST TO THE OWNER.
17. ALL SHRUB AND GROUNDCOVER BEDS SHALL BE THOROUGHLY ROTO-TILLED A MINIMUM OF TWELVE INCHES (12") PRIOR TO PLANT PLACEMENT. AMENDMENTS SHALL BE THOROUGHLY TILLED INTO THE SOIL.
18. NO PLANTS SHALL BE INSTALLED IN POOR DRAINAGE CONDITIONS. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR TESTING SUSPECT PLANT PITS PRIOR TO PLANT INSTALLATION.
19. ALL PLANTS SHOULD BE PRUNED AS NECESSARY **PRIOR TO** INSTALLATION.
20. PRE-EMERGENT HERBICIDES, TREFLAN, PREEN, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURERS RECOMMENDATIONS. HERBICIDES SHALL BE INCORPORATED INTO THE SOIL AT THE RECOMMENDATION OF THE MANUFACTURER.
21. APPLY ORGANIC ROOT STIMULATOR, CONTINUING MYCORRHIZAE, TO ALL PLANTS PRIOR TO BACKFILLING. ROOT STIMULATOR SHALL BE GREAT WHITE PREMIUM MYCORRHIZA OR APPROVED EQUAL. APPLY AT MANUFACTURER'S RECOMMENDATIONS.
22. SOIL AMENDMENTS SHALL BE 60% EXISTING TOPSOIL COMBINED WITH 40% PREPARED ADDITIVES (BY VOLUME) AS FOLLOWS:
    - 2 PARTS ORGANIC MATTER: COMPOST THAT IS WEED-FREE, STABLE, FULLY COMPOSTED ORGANIC MATTER, HAVING A PH RANGE OF 5.5 TO 7; MOISTURE CONTENT THIRTY FIVE TO FIFTY FIVE (35 TO 55) PERCENT BY WEIGHT; ONE HUNDRED (100) PERCENT PASSING THROUGH A THREE-FOURTHS (¾) INCH SIEVE; NOT EXCEEDING ONE-HALF (0.5) PERCENT INERT CONTAMINANTS; AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
    - 1 PART SAND: CLEAN, COARSE, UNGRADED RIVER SAND, MEETING THE REQUIREMENTS OF ASTM C33 FOR FINE AGGREGATES.
    - 1 PART COW MANURE: STERILIZED, COMPOSTED, AND WEED FREE.
    - 1 PART FINE PINE BARK: HAMMER MILLED GRADED PINE BARK, WITH PARTICLE SIZE BETWEEN ONE HALF AND THREE QUARTER (½ AND ¾) INCH.
    - FERTILIZER AMENDMENTS ONLY PER THE APPROVED SOIL TEST RESULTS.
    - PH ADJUSTMENTS ONLY AS PER THE APPROVED SOILS TEST RESULTS.
23. MULCH MATERIAL: LOCALLY PRODUCED, FINELY SHREDDED, FIBROUS HARDWOOD BARK, FREE FROM OTHER FOREIGN MATERIAL, PASSING A ONE AND ONE-HALF (1-1/2) INCH SCREEN. DARK BROWN TO BLACK IN COLOR. MULCH SHALL CONTAIN NO DYES, CONSTRUCTION DEBRIS, STONES, STICKS LEAVES SHREDDED WOOD PALLETS, OR TREATED WOOD PRODUCTS
24. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY. MAINTENANCE SHALL INCLUDE ALL PLANTINGS, TREES, SHRUBS, GROUNDCOVERS, ANNUALS, PERENNIALS, SEEDED AREAS AND SOD.
25. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANTS SHALL BE IN A VIGOROUS AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE BY THE OWNER. PLANTS NOT IN A HEALTHY AND THRIVING CONDITION SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR.
26. ALL PLANTS SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NORMAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF PROJECT TURNOVER TO THE OWNER. AT TURNOVER, THE OWNER IMMEDIATELY ASSUMES ALL MAINTENANCE NEEDS / REQUIREMENTS.

    THE CONTRACTOR AGREES TO REPLACE DEFECTIVE WORK AND DEFECTIVE PLANTS. THE OWNER'S REPRESENTATIVE SHALL MAKE THE FINAL DETERMINATION IF PLANTS MEET THESE SPECIFICATIONS OR THAT PLANTS ARE DEFECTIVE. PLANT WARRANTY SHALL BEGIN ON THE DATE OF SUBSTANTIAL COMPLETION ACCEPTANCE AND CONTINUE FOR THE FOLLOWING PERIODS, CLASSED BY PLANT TYPE:

    A. TREES - 1 YEAR.
    B. SHRUBS - 1 YEAR.
    C. GROUND COVER AND PERENNIAL FLOWER PLANTS - 1 YEAR.
    D. BULBS, ANNUAL FLOWER AND SEASONAL COLOR PLANTS - FOR THE PERIOD OF EXPECTED BLOOM OR PRIMARY DISPLAY.

    PLANTS SHALL BE HEALTHY, FREE OF PESTS AND DISEASE, AND IN FLOURISHING CONDITION AT THE END OF THE WARRANTY PERIOD. PLANTS SHALL BE FREE OF DEAD AND DYING BRANCHES AND BRANCH TIPS, AND SHALL BEAR FOLIAGE OF NORMAL DENSITY, SIZE, AND COLOR FOR THE INDIVIDUAL SPECIES.

    TREES AND SHRUBS SHALL BE CONSIDERED COMPLETELY DEAD IF THE MAIN LEADER HAS DIED, OR IF 25% OR MORE OF THE CANOPY / VEGETATION HAS DIED OR IN AN UNHEALTHY CONDITION AT THE END OF THE WARRANTY PERIOD. GROUNDCOVER, VINES, AND OTHER PLANTS SHALL BE CONSIDERED DEAD IF 25% OR MORE OF THE VEGETATION HAS DIED OR IN AN UNHEALTHY CONDITION AT THE END OF THE WARRANTY PERIOD.

LANDSCAPE SEED / SOD NOTES

1. SOD SHALL BE NUMBER ONE QUALITY / PREMIUM GRADE FESCUE SOD. LANDSCAPE CONTRACTOR SHALL SUBMIT VENDOR CERTIFICATION FOR VERIFICATION PRIOR TO INSTALLATION.
2. SCARIFY, LOOSEN, FLOAT AND DRAG THE UPPER FOUR INCHES (4") OF SOIL TO BRING IT TO PROPER CONDITION AND GRADE PRIOR TO SODDING. REMOVE STONES LARGER THAN ONE INCH (1"), STICKS, ROOTS, RUBBISH, ETC. FINISHED GRADE SHALL BE LOOSE AND FREE DRAINING PRIOR TO SEEDING / SODDING.
3. STRIP EXISTING GRASS AND WEEDS, INCLUDING ROOTS, PRIOR TO SEEDING / SODDING OPERATIONS. APPLY HERBICIDES AS NECESSARY TO SPOT TREAT UNWANTED SPECIES.
4. INSTALL SOD TIGHTLY BUTTED, LEAVING NO GAPS BETWEEN SOD PIECES. PIN OR PEG SOD ON SLOPES 4:1 AND GREATER. MOISTEN TOPSOIL PRIOR TO PLACING SOD.
5. ALL SODDED AREAS MUST BE MAINTAINED BY THE LANDSCAPE CONTRACTOR UNTIL ACCEPTANCE BY THE OWNER.
6. SOD SHALL BE HYBRID BERMUDA "TIF TUFF" OR APPROVED EQUAL. SOLID SOD ALL AREAS SHOWN FOR SOD.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL PROVIDE A FULL IRRIGATION SYSTEM FOR THE PROPOSED LANDSCAPE. THE IRRIGATION SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE PARAGRAPH 23.5.G AS FOLLOWS:

    SPRINKLER IRRIGATION SYSTEMS ARE REQUIRED FOR LANDSCAPED AREAS WHEN NATURAL SYSTEMS ARE NOT AVAILABLE OR ARE NOT PART OF A STORMWATER BMP. THE TYPE OF PLANT MATERIAL, THE CONDITION, AND GROWING MEDIUM WHERE THEY ARE INSTALLED, AND SUN EXPOSURE SHALL DICTATE THE TYPE OF SPRINKLER IRRIGATION SYSTEM(S). ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO MINIMIZE THE USE OF WATER AND SHALL BE APPROVED AS PART OF THE LANDSCAPE PLAN. WHEN IRRIGATION IS INSTALLED, IT SHALL COMPLY WITH THE FOLLOWING STANDARDS:

    - AUTOMATIC CONTROLLERS SHALL BE SET TO WATER BETWEEN 7:00 P.M. AND 10:00 A.M. TO REDUCE EVAPORATION.
    - IRRIGATION SYSTEMS SHALL BE DESIGNED TO AVOID RUNOFF, LOW-HEAD DRAINAGE, OVERSPRAY, OR OTHER SIMILAR CONDITIONS WHERE WATER FLOWS OR DRIFTS ONTO ADJACENT PROPERTY, NON-IRRIGATED AREAS, WALKS, ROADWAYS, OR STRUCTURES.
    - IRRIGATION EQUIPMENT SHALL COMPLY WITH THE FOLLOWING STANDARDS.
        - LOW-VOLUME IRRIGATION SYSTEMS WITH AUTOMATIC CONTROLLERS ARE REQUIRED. LOW-VOLUME IRRIGATION SYSTEMS INCLUDE LOW-VOLUME SPRINKLER HEADS, DRIP EMITTERS, AND BUBBLER EMITTERS.
        - DRIP, TRICKLE OR OTHER LOW-VOLUME IRRIGATION SHALL BE PROVIDED ON AT LEAST NINETY PERCENT (90%) OF THE LANDSCAPE AREAS EXCEPT FOR THOSE AREAS DEVOTED TO TURF AND FLAT GROUNDCOVER PLANTS. IF A LICENSED LANDSCAPE ARCHITECT OR LANDSCAPE CONTRACTOR VERIFIES THAT A DRIP OR TRICKLE SYSTEM IS NOT FEASIBLE DUE TO LOCATION, THE REQUIRED PERCENTAGE OF DRIP OR TRICKLE IRRIGATION MAY BE REDUCED BY TECHNICAL DECISION OF STAFF APPROVING THE LANDSCAPE PLAN.
        - INTEGRAL, UNDER-THE-HEAD, OR IN-LINE ANTI-DRAIN VALVES SHALL BE INSTALLED AS NEEDED TO PREVENT LOW-HEAD DRAINAGE.
        - AUTOMATIC CONTROL SYSTEMS SHALL BE ABLE TO ACCOMMODATE ALL ASPECTS OF THE DESIGN. AUTOMATIC CONTROLLERS SHALL BE DIGITAL, HAVE MULTIPLE PROGRAMS, MULTIPLE CYCLES, AND SENSOR INPUT CAPABILITIES.
        - SOIL MOISTURE SENSORS AND RAIN OR MOISTURE-SENSING OVERRIDE DEVICES ARE MANDATORY.
        - SPRINKLER HEADS SHALL BE SELECTED AND SPACED FOR PROPER AREA COVERAGE, APPLICATION RATE, OPERATING PRESSURE, AND ADJUSTMENT CAPABILITY. SPRINKLERS SHALL HAVE MATCHED PRECIPITATION AND APPLICATION RATES WITHIN EACH CONTROL VALVE CIRCUIT.
        - DRIP IRRIGATION SYSTEMS ARE PERMITTED IF COMMERCIAL OR AGRICULTURAL GRADE MATERIALS ARE USED. COMPONENTS SHALL BE INSTALLED BELOW THE SOIL EXCEPT FOR EMITTERS.
        - BACKFLOW PREVENTION DEVICES ARE REQUIRED.
        - RAINWATER HARVESTING AND/OR DEDICATED LANDSCAPE WATER METERS ARE RECOMMENDED ON ALL LANDSCAPE AREAS TO FACILITATE WATER MANAGEMENT AND COST REDUCTION.

LANDSCAPE MATERIALS SCHEDULE

Qty	Symbol	Botanical Name +	Common Name	Size	Height	Spread	Comments*	Native (N) / Native Hybrid (NH)	Percent of Total Required (by Type)
Ornamental Trees									
2	ASMT	Asminium triloba	PawPaw	3" Cal	8'	4'	Space at Approx. 18' OC as shown	N	50.00%
1	CARC	Carpinus caroliniana	Blue Beech	3" Cal	8'		Single stem.	N	25.00%
1	CERC	Cercis canadensis	Eastern Redbud	3" Cal	8'	4'	Single stem.	N	25.00%
Shrubs									
18	ABEG	Abelis x grandiflora 'Kaleidoscope'	Kaleidoscope Glossy Abelia	#5 Cont.	24"	18"'	Space at 3' OC		14.00%
10	CALA	Callicarpa americana	Beauthberry	#5 Cont.	36"	24"	Space at 5' OC	N	12.00%
6	CAMS	Camellia sasanqua 'ShiShi Gashira'	ShiShi Camellia	#5 Cont.	36"	24"	Space at 5' OC		5.00%
20	CLEA	Clethra anifolia	Clethra	#5 Cont.	36"	24"	Space at 3' OC	N	16.00%
8	GARJ	Gardenia jasminoides 'Frostproof'	Frostproof Gardenia	#5 Cont.	24"	18"	Space at 4.5' OC		6.00%
18	ILEY	Ilex vomitoria 'Nana"	Dwarf Yaupon Holly	#5 Cont.	24"	24"	Space at 4' OC	NH	14.00%
21	ILEV	Ilex verticulata	Winterberry Holly	#5 Cont.	36"	24"	Space at 4' OC	N	17.00%
6	ILLP	Illicium parviflorum 'Florida Sunshine'	Florida Sunshine Anise	#5 Cont.	36"	24"	Space as shown	NH	5.00%
18	ITEV	Itea virginica 'Henry's Garnet'	Henry's Garnet Itea	#5 Cont.	24"	18"	Space at 3.5' OC	NH	14.00%
Perennials/Ornamental Grasses									
8	MULC	Muhlenbergia capillaris	Gulf Muhly Grass	# 1 cont.	10"	10"	Space at 3' OC	N	n/a
15	PENS	Pennisetum setaceum 'Fireworks'+	Fireworks Fountain Grass	# 1 cont.	10"	10"	Space at 3' OC		n/a
5	RUDH	Rudbeckia hirta 'Tiger Yey Gold'	Tiger Eye Gold Black Eyed Susan	# 1 cont.	10"	10"	Space at 3' OC	NH	n/a

SEE LANDSCAPE SPECIFICATIONS AND PLAN NOTES FOR ADDITIONAL PLANT REQUIREMENTS.

159 PLANTS PROPOSED TOTAL. 71% Native / Native Hybrid.

Front Landscaped Yard Calculations per 23.6.B

Building fronting ROW minus pavement / 3'		Required	Provided	
North	183' - 32 = 151 / 3'	52	49	
South	None	0	18	Alternative placement per 23.6 A.1
East	120' - 5' = 115' / 3'	39	33	
West	120'-23' = 97' /3'	33	25	
	TOTAL	**124**	**125**	

PRELIMINARY

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Greater Works Family Life Center
2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Read Blvd,
New Orleans, LA 70127

Drawn by: Author	Reviewed by: Checker	22002
LANDSCAPE NOTES		**L2.01**
DESIGN DEVELOPMENT		3/29/2024

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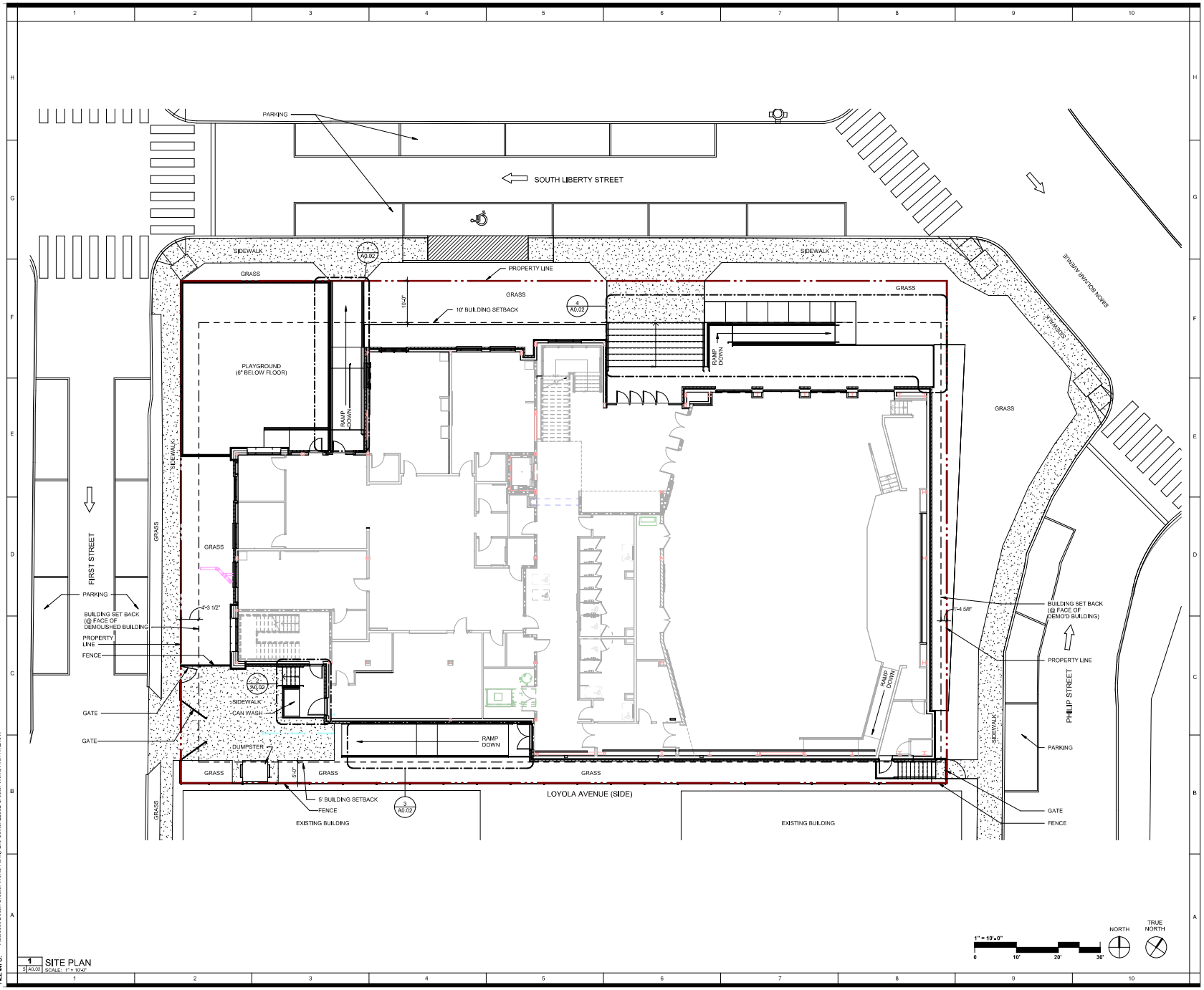

1 SITE PLAN
SCALE: 1" = 10'-0"

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SITE PLAN		A0.01
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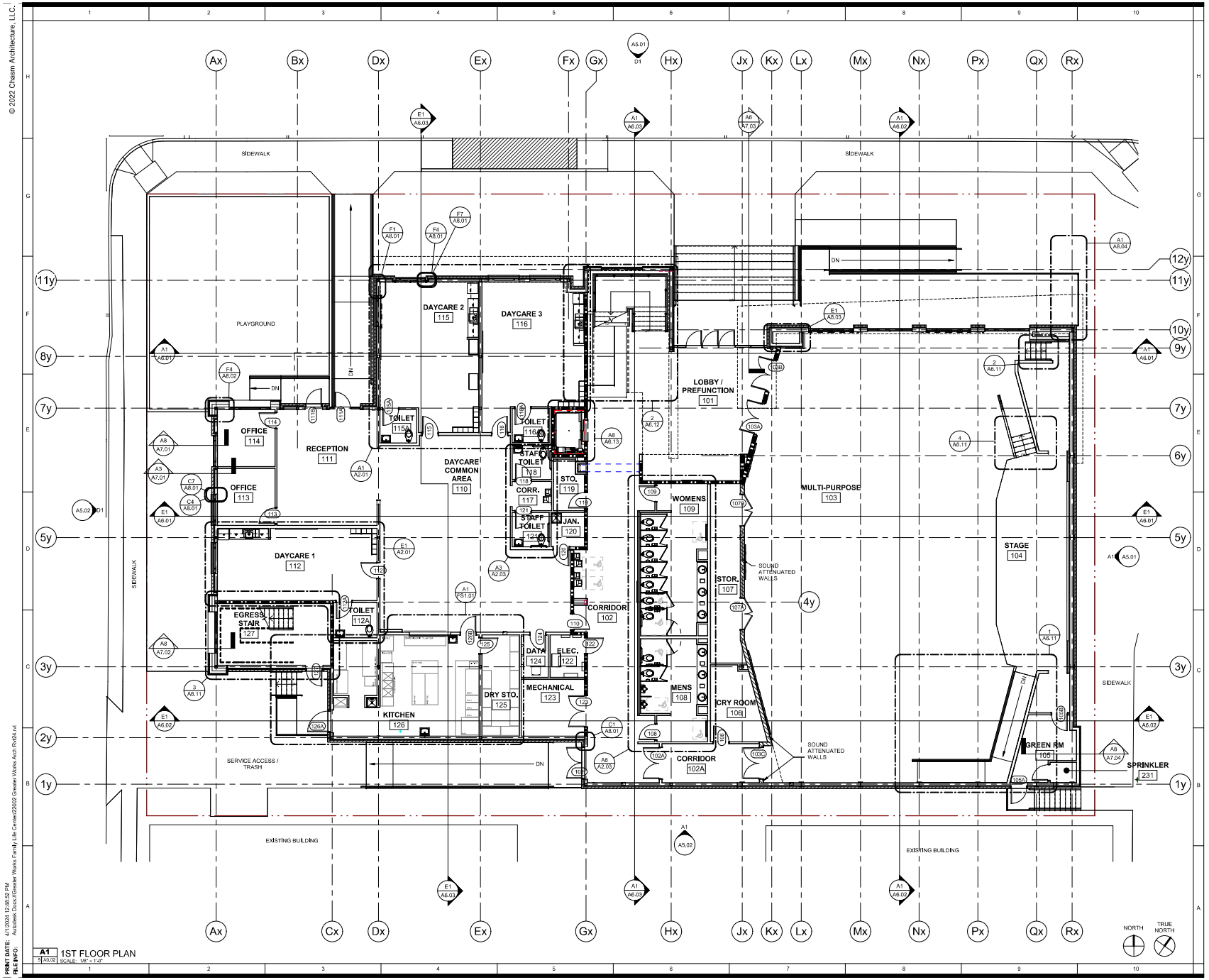

A1 1ST FLOOR PLAN
5 A5.02 SCALE: 1/8" = 1'-0"

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FLOOR PLAN - 1ST FLOOR

A1.01

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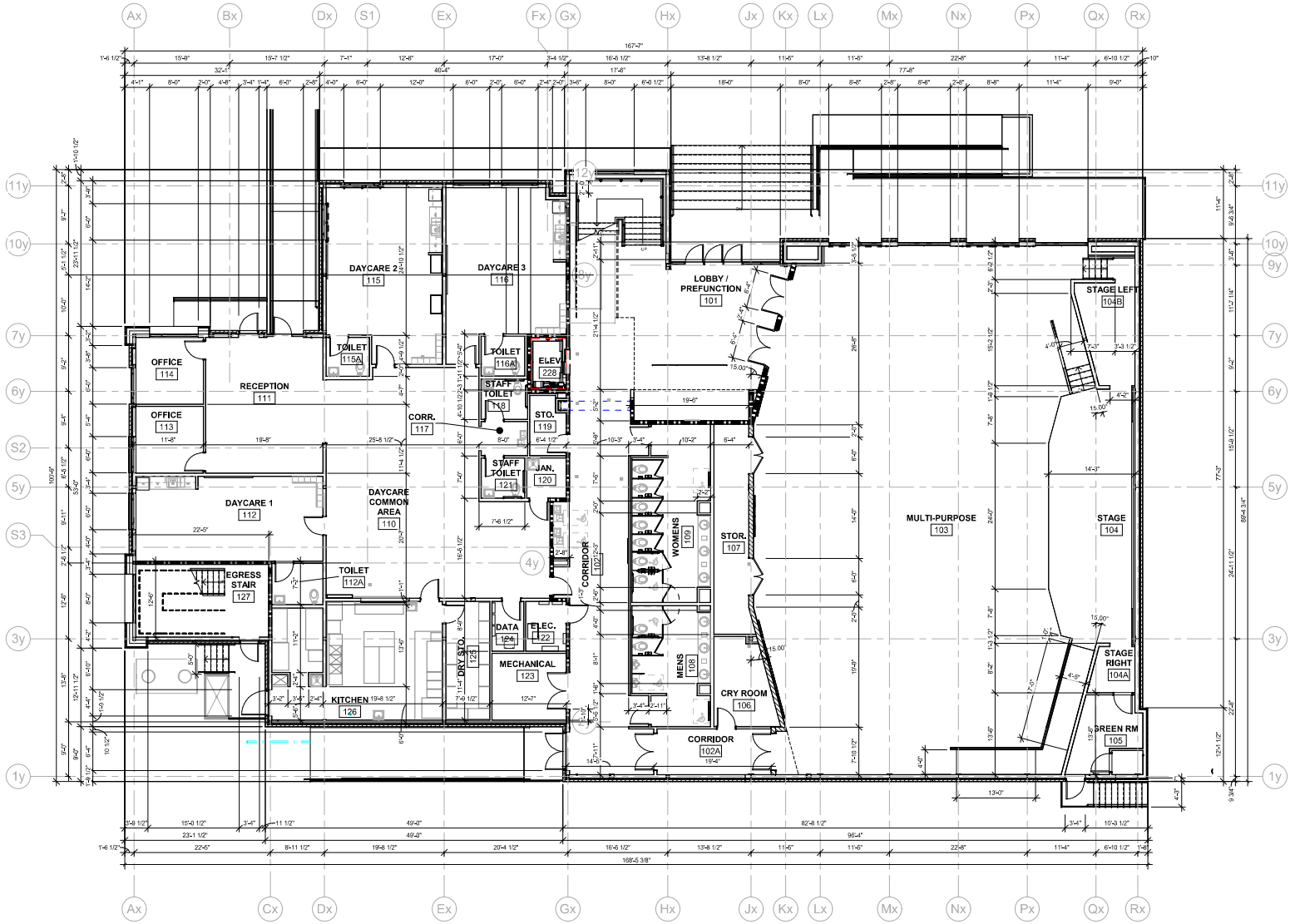

1 LEVEL 01 - DIMENSIONS
5 A0.02 SCALE: 1/8" = 1'-0"

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DIMENSION PLAN - 1ST FLOOR | **A1.01D**

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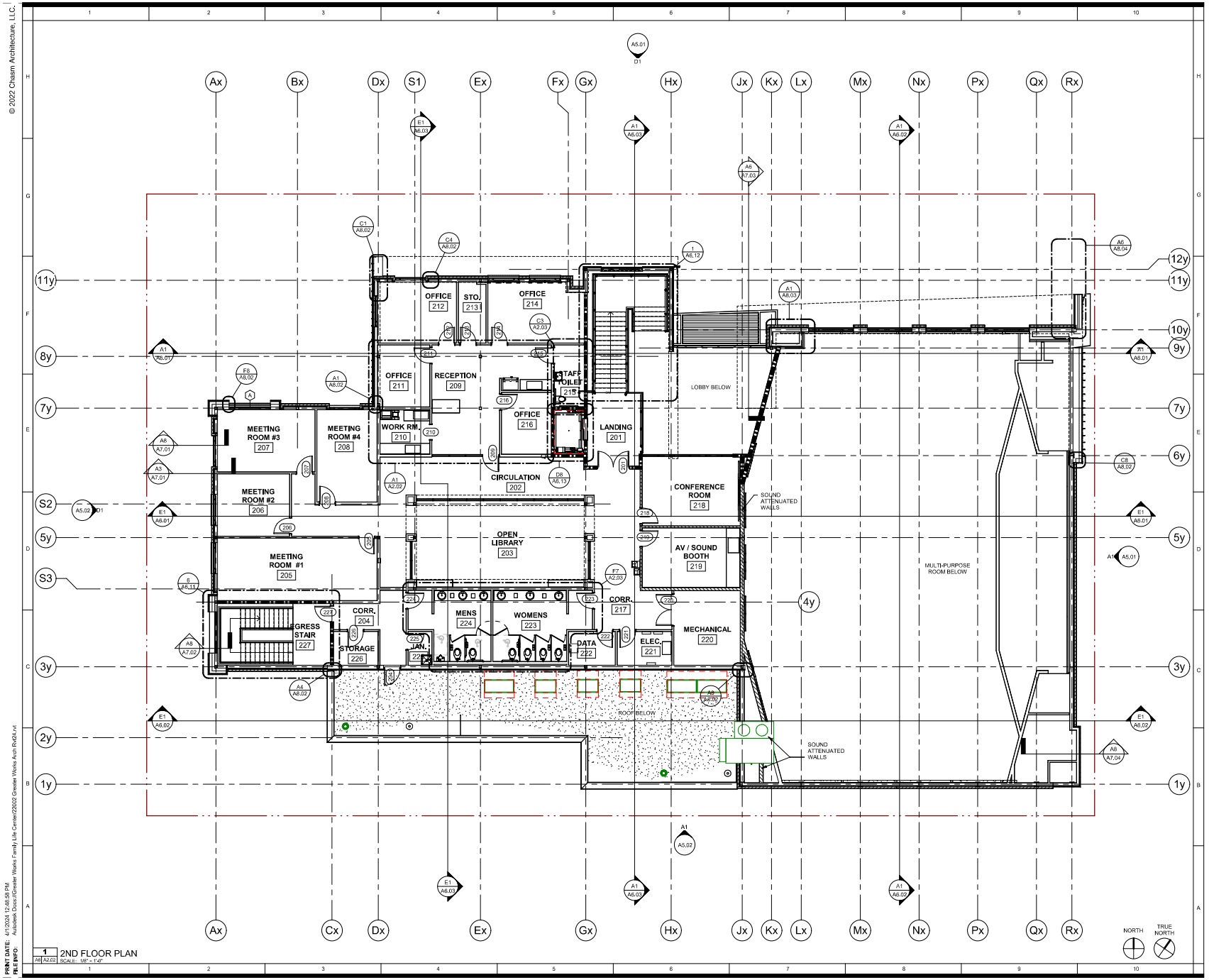

1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"

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FLOOR PLAN - 2ND FLOOR		A1.02
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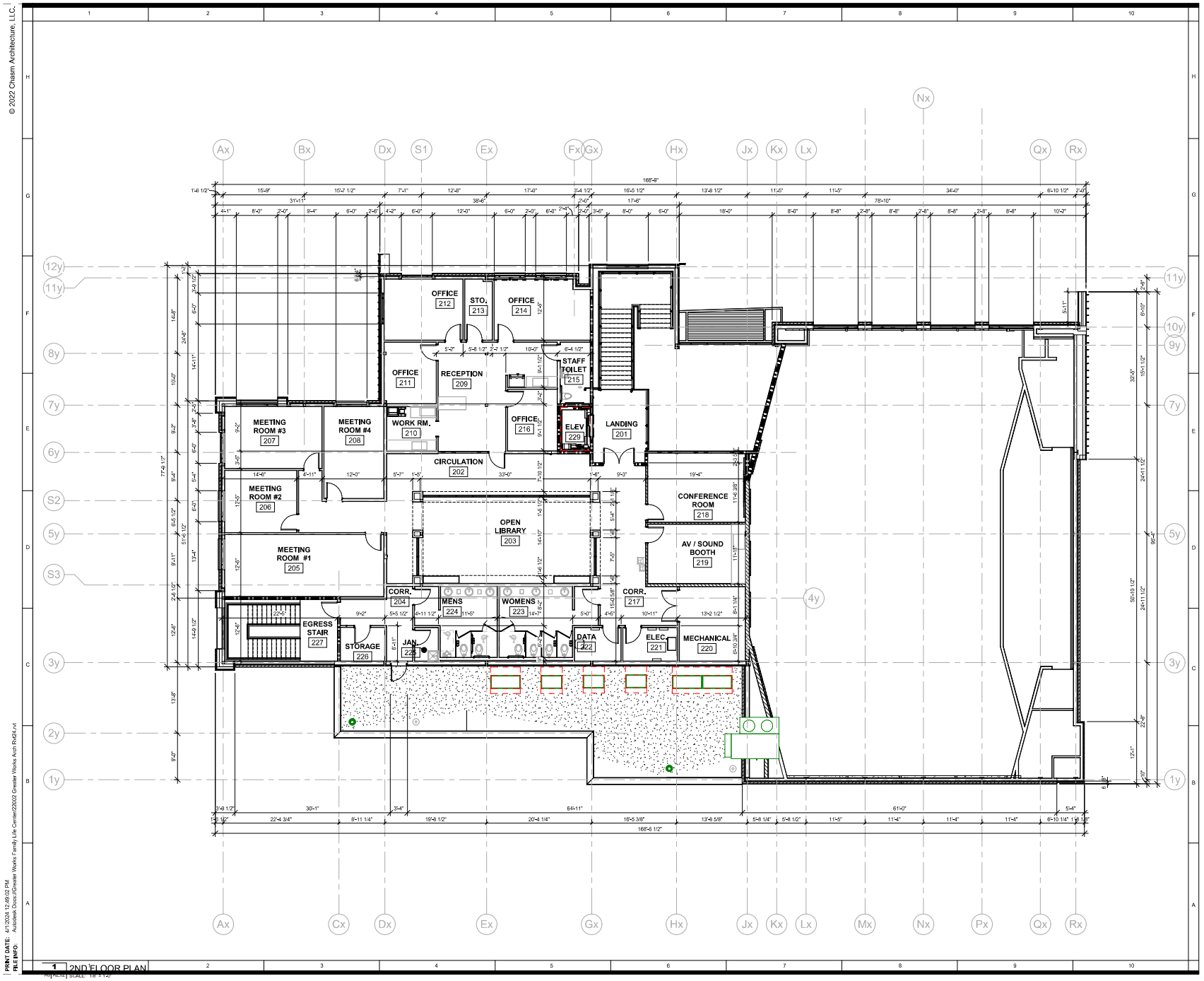

1 2ND FLOOR PLAN
PROJECT SCALE: 1/8" = 1'-0"

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DIMENSION PLAN - 2ND FLOOR		A1.02D
DESIGN DEVELOPMENT		3/29/2024

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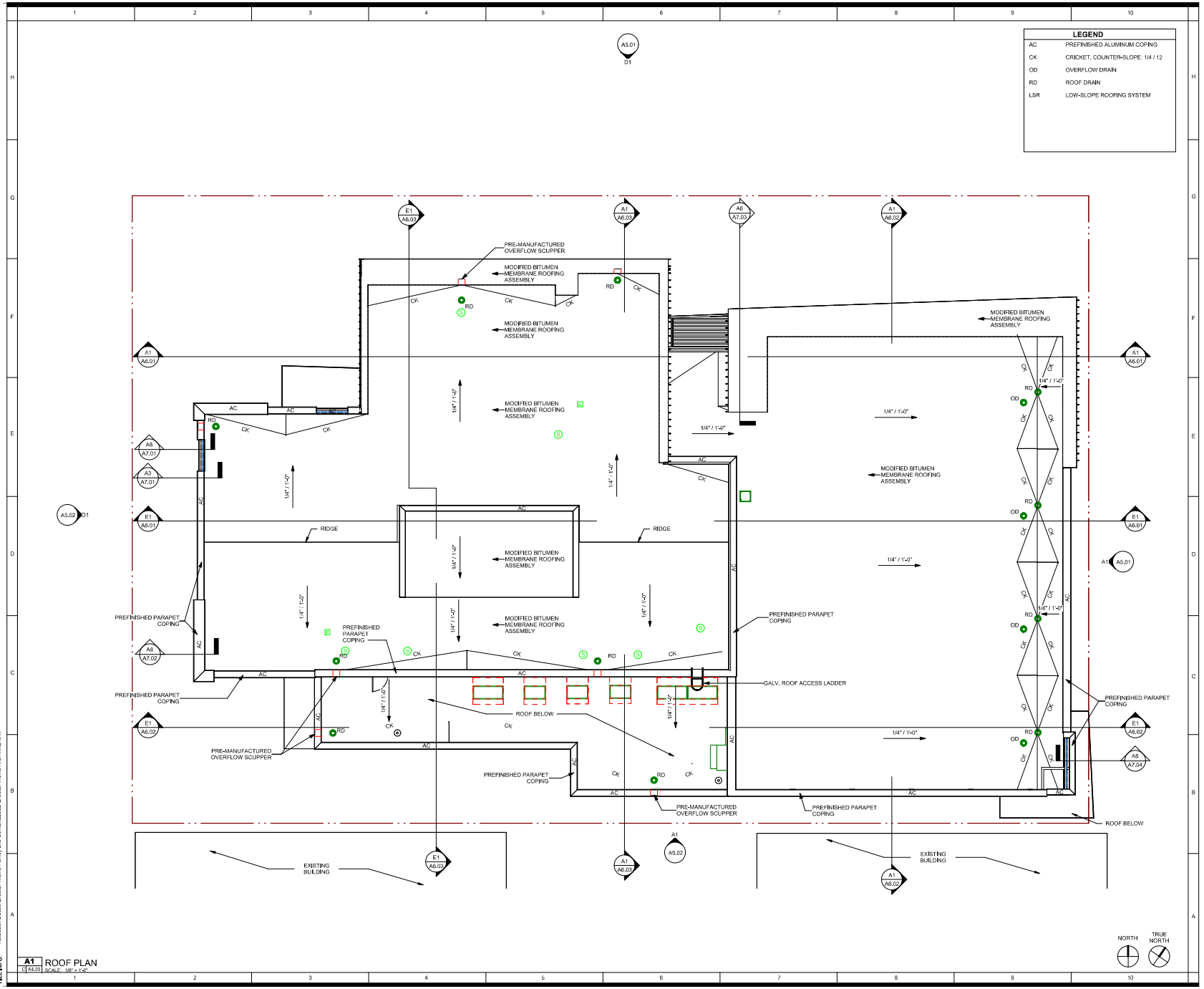

A1 ROOF PLAN
C A4.03 SCALE: 1/8" = 1'-0"

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for
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5600 Read Blvd.
New Orleans, LA 70127

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ROOF PLAN		A1.03
DESIGN DEVELOPMENT		3/29/2024

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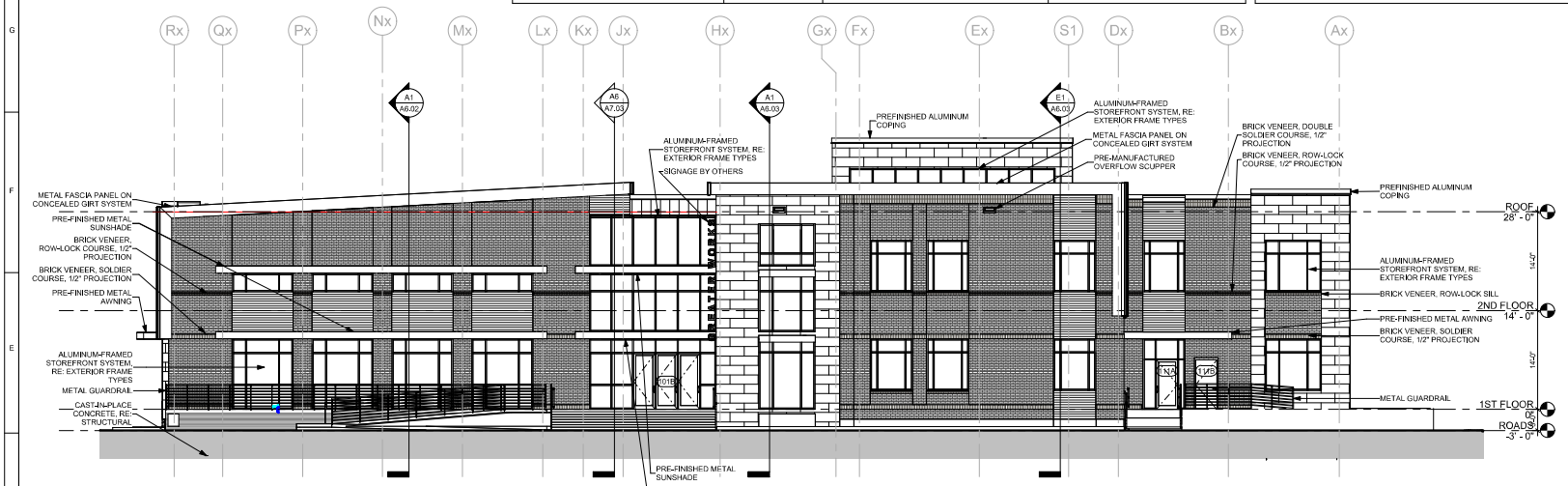
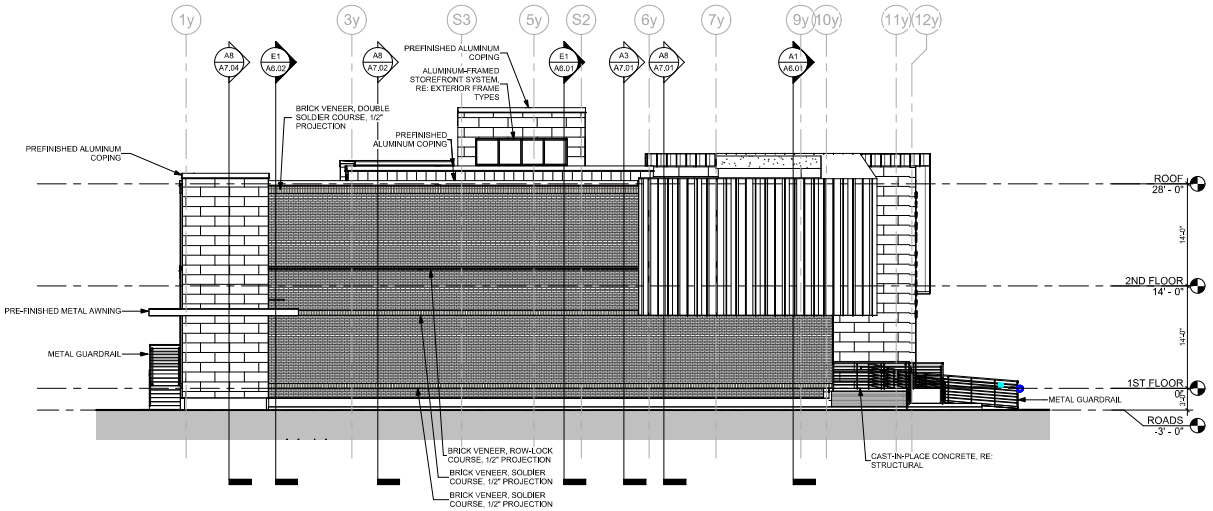
MATERIAL	MANUFACTURER	MODEL	FINISH
VENEER BRICK	BORAL	-	WHITE WASH BLEND BRICK
METAL WALL PANEL 1	PAC-CLAD	FLUSH PANEL, VERTICAL	CLEAR ANODIZED
METAL WALL PANEL 2	PAC-CLAD	BOX RIB PANEL, HORIZONTAL	BONE WHITE
METAL WALL PANEL 3	PAC-CLAD	MODULAR AL PANEL, 16"H RUNNING BOND	TERRA COTTA
METAL SOFFIT PANEL	PAC-CLAD	FLUSH PANEL, LINEAR	MEDIUM OAK WOOD LOOK
GLAZING	VITRO	SOLARBAN 90 (2) INSULATED GLASS	CLEAR
SPANDREL GLAZING	VITRO	-	-
ALUMINUM STOREFRONT FRAMING	KAWNEER	451T	CLEAR ANODIZED
METAL SOFFIT PANEL	PAC-CLAD	FLUSH PANEL	MEDIUM OAK WOOD LOOK
PREFIN. PREMANUF. METAL SUNSHADE	MAPES	SUPERSHADE	CLEAR ANODIZED
PREFIN. PREMANUF. METAL AWNING	MAPES	LUMISHADE	CLEAR ANODIZED
PREFIN. PREMANUF. ALUM. COPING 1	-	-	TO MATCH AL. STOREFRONT FRAMING
PREFIN. PREMANUF. ALUM. COPING 2	-	-	TO MATCH METAL WALL PANEL 3
PREFINISHED BREAK METAL	-	-	TO MATCH AL. STOREFRONT FRAMING

EXTERIOR CLADDING LEGEND

VENEER BRICK
METAL WALL PANEL 3
METAL WALL PANEL 1
METAL SOFFIT PANEL 1
METAL WALL PANEL 2



D1 NORTH ELEVATION
A1.01 SCALE: 1/8" = 1'-0"



A1 EAST ELEVATION
A1.01 SCALE: 1/8" = 1'-0"

#	DATE	CHANGE DESCRIPTION

CEILING HATCH LEGEND

GWB GYPSUM WALL BOARD ON MTL STUD
EXP EXPOSED STRUCTURE
ACT 2' x 2' ACT SYSTEM

LIGHTING LEGEND

	2x2 TROFFER
	1x1 SQUARE LED
	1x4 LINEAR LED
	6' LINEAR RECESSED LED
	SPECIALTY GEOMETRIC LED

CHASM ARCHITECTURE
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PROGRESS DRAWING NOT FOR CONSTRUCTION

GREATER St. Stephen Fellowship

Greater Works Family Life Center
2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Read Blvd.
New Orleans, LA 70127

Drawn by: gg	Reviewed by: Checker	22002
EXTERIOR ELEVATIONS		A5.01
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: - 4/1/2024 12:48:29 PM
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1664

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MATERIAL	MANUFACTURER	MODEL	FINISH
VENEER BRICK	BORAL	-	WHITE WASH BLEND BRICK
METAL WALL PANEL 1	PAC-CLAD	FLUSH PANEL, VERTICAL	CLEAR ANODIZED
METAL WALL PANEL 2	PAC-CLAD	BOX RIB PANEL, HORIZONTAL	BONE WHITE
METAL WALL PANEL 3	PAC-CLAD	MODULAR AL PANEL, 16"H RUNNING BOND	TERRA COTTA
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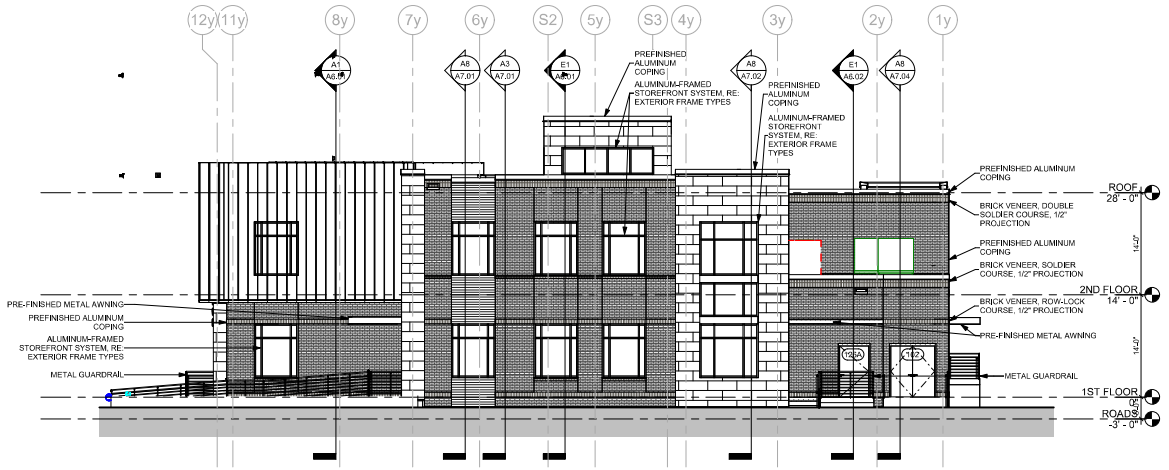
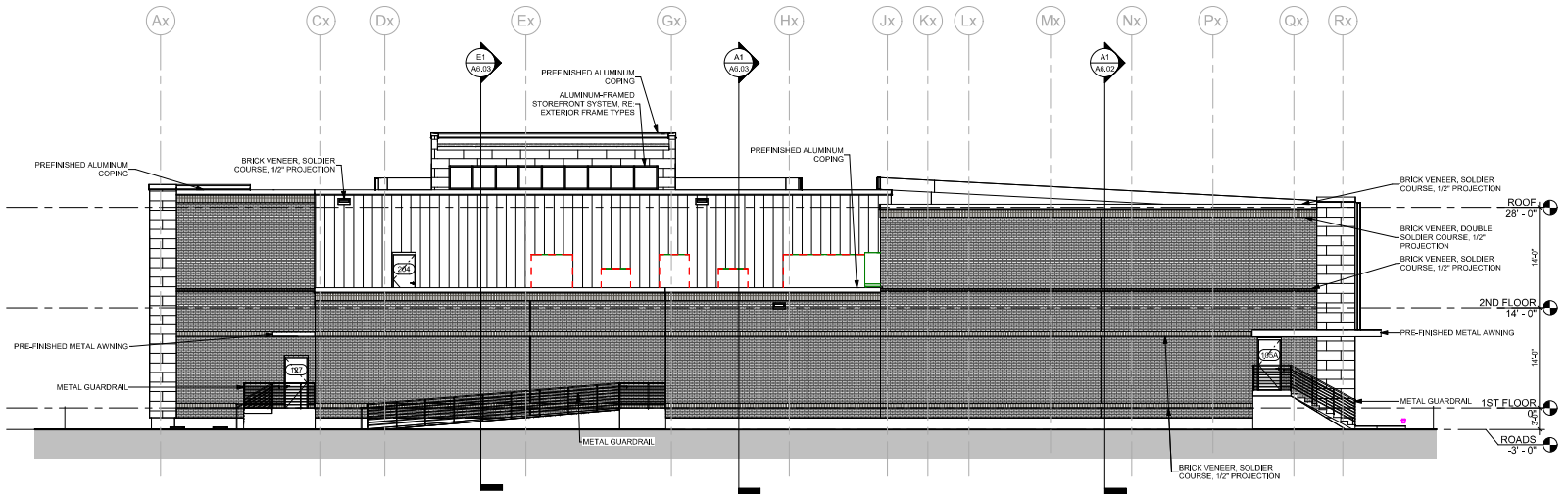
GLAZING	VITRO	SOLARBAN 90 (2) INSULATED GLASS	CLEAR
SPANDREL GLAZING	VITRO	-	-
ALUMINUM STOREFRONT FRAMING	KAWNEER	451T	CLEAR ANODIZED
METAL SOFFIT PANEL	PAC-CLAD	FLUSH PANEL	MEDIUM OAK WOOD LOOK
PREFIN. PREMANUF. METAL SUNSHADE	MAPES	SUPERSHADE	CLEAR ANODIZED
PREFIN. PREMANUF. METAL AWNING	MAPES	LUMISHADE	CLEAR ANODIZED
PREFIN. PREMANUF. ALUM. COPING 1	-	-	TO MATCH AL. STOREFRONT FRAMING
PREFIN. PREMANUF. ALUM. COPING 2	-	-	TO MATCH METAL WALL PANEL 3
PREFINISHED BREAK METAL	-	-	TO MATCH AL. STOREFRONT FRAMING

EXTERIOR CLADDING LEGEND

- VENEER BRICK
- METAL WALL PANEL 1
- METAL WALL PANEL 2
- METAL WALL PANEL 3
- METAL SOFFIT PANEL 1



D1 WEST ELEVATION
A1 A1.01 SCALE: 1/8" = 1'-0"



A1 SOUTH ELEVATION
A1 A1.01 SCALE: 1/8" = 1'-0"

#	DATE	CHANGE DESCRIPTION

CHASM ARCHITECTURE

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PROGRESS DRAWING NOT FOR CONSTRUCTION

GREATER saint stephen fcbc

Greater Works Family Life Center
2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Read Blvd.
New Orleans, LA 70127

Drawn by: gg	Reviewed by: Checker	22002
EXTERIOR ELEVATIONS		A5.02
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: 4/1/2024 12:46:37 PM
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NORTH AND EAST ELEVATIONS FROM SIMON BOLIVAR AND S. LIBERTY ST.

BUILDING ENTRY

EAST SIDE AT SIMON BOLIVAR AVE.

NORTH AND WEST ELEVATIONS FROM S. LIBERTY ST. AND FIRST ST.

AERIAL VIEW FROM SOUTHEAST

NORTH ELEVATION FROM ACROSS S. LIBERTY ST.

AERIAL VIEW FROM NORTHEAST

#	DATE	CHANGE DESCRIPTION

CHASM
ARCHITECTURE

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PROGRESS DRAWING NOT FOR CONSTRUCTION

GREATER saint stephen fgbc

Greater Works Family Life Center

2308 S Liberty St., New Orleans, LA 70113
for
Paul S. Morton Scholarship Foundation
5600 Read Blvd.
New Orleans, LA 70127

Drawn by: Author	Reviewed by: Checker	22002
BUILDING RENDERINGS		A5.03
DESIGN DEVELOPMENT		3/29/2024

PRINT DATE: - 4/1/2024 12:49:40 PM
FILE INFO: Autodesk Docs://Greater Works Family Life Center/22002 Greater Works Arch RVt24.rvt

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LOWER GARDEN DISTRICT NEIGHBORHOOD ASSOCIATION

August 4, 2025

City Planning Commission
cpcinfo@nola.gov

Subject: 1300 Prytania Street, New Orleans, LA 70130
OneStop Reference Code: 2P28ZY

Ladies and Gentlemen,

I represent the Lower Garden District Neighborhood Association, and our board of directors voted at our last meeting to support Victor Farrugia's conditional use request to allow his property to be used as a parking lot for Nelson Industries' employees, as it has been for the past several years.

Victor Farrugia is a long-time Lower Garden District resident and property owner, and the parking lot he has provided for Nelson Industries has significantly reduced the street parking demand in that portion of our neighborhood, which is dense with homes without off-street parking.

We support Mr. Farrugia's conditional use request for 1300 Prytania Street.

Thank you very much for your thoughtful consideration.

LOWER GARDEN DISTRICT NEIGHBORHOOD ASSOCIATION

Suzan Mizell
President

Outlook

Zoning Docket 051/25

From Jen LeCompte <jlhanno@gmail.com>
Date Sat 9/6/2025 10:06 PM
To CPCINFO <CPCINFO@nola.gov>

Members of the City Planning Commission,

I am writing to express my concern regarding the proposed parking waiver for the Greater St. Stephen's Community Center located near 2308 S. Liberty in Central City.

As previously mentioned in a lengthy email on August 31, 2024, the capacity for the center is set at 700 people. To allow a waiver for dedicated parking spots for the center to be granted, will be detrimental to the safety and well-being of the residents around the area. From the November 2024 staff report, "*Requiring the applicant to provide the full requirement of 74 spaces would deprive the applicant of the commonly-enjoyed right to provide minimal off-street parking."* The Applicant should provide for as much comfort, care and well-being to the neighborhood that they are moving back into - not displacing the residents who need the dedicated parking spots to carry in groceries, diaper bags and medical supplies. The reports also stated, "*The use of the site as a community center would result in increases in the **levels of traffic, parking demand** and noise."* The Applicant, in their desire to create a community gathering spot, should find balance between the people they hope to attract and the residents that continue to occupy First, Phillip, S. Liberty Loyola and Simon Boliver. Further stated, "*The increases in activity in this area may be considered a welcome change as opposed to an unwelcome nuisance."* The process thus far has been beyond a nuisance, as the residents of the area continue to experience stress related to the Greater St. Stephen ministries and their vision, lack of follow-through, and consideration to us, the residents.

There are numerous opportunities for *dedicated* parking spots in the area, including:

2311 S Liberty St.
2217 First St.
2300 First St.
2311 First St.
2318 First St.
2320 First St.
2233 Simon Bolivar
2237 Simon Bolivar
2216 Phillip St.

All empty or blighted sites owned by Greater St. Stephens Ministries.

Respectfully,
Jen LeCompte
2226 First St.
New Orleans, LA 70113

CITY PLANNING COMMISSION
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR.
DEPUTY DIRECTOR

City Planning Commission
Staff Report
Tuesday, September 23, 2025

Zoning Docket 051-25
Prepared by: Ava Monnet
Date: September 17, 2025
Deadline for CPC action: November 22, 2025
City Council District: Harris

Applicant: City Council Motion No. M-25-400
Request: Amendment to Ordinance No. 30,208 MCS (Zoning Docket 80/24), which established a conditional use to permit a community center in an HU-RM1 Historic Urban Multi-Family Residential District, to amend proviso six to allow for additional flexibility to meet the parking requirement and to consider any waivers that are necessary to achieve this goal.
Property description: Square 317, Lots A, B, 22, 23, 12, 13, A, C, and D, or Lots 8, 22, 23, 10, C, D, and three undesignated lots in the Fourth Municipal District, bounded by South Liberty Street, Philip Street, First Street, Loyola Avenue, and La Salle Street/Simon Bolivar Avenue
Municipal addresses: 2300-2308 South Liberty St., 2224-2226 Philip St., and 2229-2237 First St.

Description

The subject property, located at the intersections of S. Liberty and Philip Streets and Simon Boliver Ave, in a HU-RM1 Historic Urban Multi-Family Residential District, is currently undeveloped. The site consists of nine lots of record and has a combined area of approximately 27,882 square feet. The site is the subject of ZD080-24, which proposed constructing a two-story community center, The Greater Works Family Life Center, which will be operated by Greater St. Stephen Ministries. The facility will offer day care, multi-purpose meeting rooms, a kitchen, library, conference rooms, and a large entertainment space with a stage. The Commission approved ZD080-24 subject to three waivers and five provisos. The first waiver stated, "The developer shall be granted a waiver of **Article 22, Section 22.4 (Table 22-1) – Required Off-Street Vehicle Parking** of the comprehensive zoning ordinance, which requires four (4) parking spaces plus (1) parking spaces per 300 square feet of GFA over the first 1,000 square feet for a total of 74 parking spaces."

The ordinance approved at Council (30,208 MCS) made changes to what was approved by the Commission. The parking waiver was eliminated and a sixth proviso was added. The sixth proviso require off-site parking, reading, "The applicant shall secure approval for parking 75 cars on the lots bearing

municipal addresses 2233 Simon Bolivar Ave., 2237 Simon Bolivar Ave., and 2241 Simon Bolivar Ave. pursuant to **Section 22.8.A.2.a** of the Comprehensive Zoning Ordinance from the Department of Safety and Permits as a part of the permitting process. Applicant will secure any necessary permits to perform work on these lots to meet the requirements of 22.8.A.2.a for the parking of 75 vehicles and shall obtain certificates of completion before the conditional use is permitted to commence."

The applicant is unable to accommodate the required parking within the stipulations of proviso 6 because there is not enough room at the specified properties to provide the 75 parking spaces. Thus, the Council approved Motion No. M-25-400, requesting the CPC amend proviso six to allow additional flexibility to meet the parking requirement and to consider any waivers that are necessary to achieve that goal. Staff has rescinded the 300-foot maximum boundary and extended that requirement to 900 feet for off-site vehicle parking in order to meet the minimum parking requirement. In addition, the developer will be required to obtain the 75 parking spaces prior to the certificate of occupancy for the community center, so that the spaces do not need to be provided while construction is occurring.

Reason for Commission Review

Per **Article 4, Section 4.5.F-Changes to Approved Plans** outlines the procedures by which an approved development plan can be amended. **Section 4.5.F.3** states the City Council, upon recommendation of the Cit Planning Commission, may approve "all other" changes to approved development plans. Given that the amending of provisos is not mentioned in modifications that can be approved by the Executive Director or the Commission, Council approval is required. The City Planning Commission is required to make a recommendation on all conditional use applications or modifications that require Council action, prior to that action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

The proposed community center and associated parking lot have already been deemed appropriate by the Commission and City Council. The purpose of this application is to modify that approval in order to accommodate the required parking.

The staff finds it to be appropriate to loosen the requirements of the parking proviso. It is not possible for the required parking to be provided on-site, which is why the staff recommended the requirement be waived when originally reviewing the community center under Zoning Docket 080/24. The Council was concerned that some parking should be provided to accommodate the center's users, and so it added a proviso requiring off-site parking to be provided. When the applicant attempted to submit plans showing compliance with the provisos, it discovered that there was not sufficient room at the off-site locations to provide the 75 required spaces.

Given the Council's desire for the required off-street parking to be provided, the only way for this to be done is to broaden the geographic area where these spaces may be located. The staff recommends expanding the area where the parking may be provided to a 900 (approximately 3 block) radius of the site, which will make it possible to fulfill the requirement.

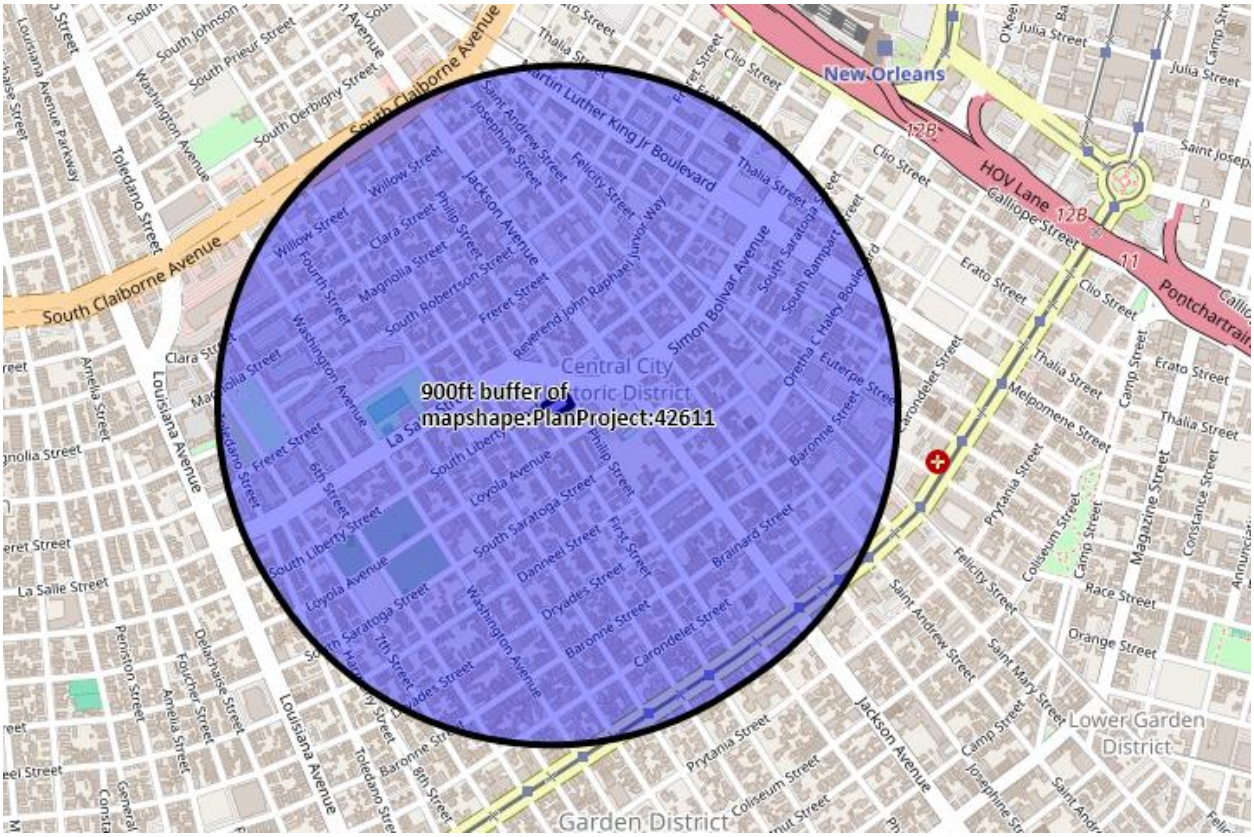

Figure 1. Properties within 900' of the site.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Residential Medium Density Pre-War." The goal, range of uses, and development character for that designation are copied below.

MIXED-USE LOW DENSITY

Goal: Preserve the character and scale of pre-war (WWII) residential areas that currently have a variety of housing types and sizes and allow for compatible infill development

Range of Uses: Single and two-family residences, townhomes, and multifamily dwellings that are compatible with the scale and character of the surrounding residential neighborhood, especially when located in proximity to major transportation corridors. Businesses, traditional corner stores and mixed-use developments may be allowed where current or former commercial use is verified. Agriculture, storm water management, and supporting recreational and community facilities (e.g. schools and places of worship) are also allowed. New two-family and town home developments may be allowed in planned communities. Conversion to multifamily, neighborhood-serving commercial or mixed-use may be allowed for historical institutional or other non-residential structures.

Development Character: New development will conform to the general character and scale of surrounding neighborhoods. These areas are primarily located along major roadways, often with bus or streetcar service—existing or planned—that can support higher densities. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

It has already been determined (as part of the staff analysis of Zoning Docket 080/24) that the community center use fits within the general goal, range of uses and development character of the "Residential Medium Density, Pre-War" designation, which includes "community facilities." The modification of the parking requirement does not affect this determination.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met. It has already been found that the proposed community center is consistent with the general purpose and intent of the applicable zoning district regulations in Zoning Docket 080/24. The modification of the parking requirement does not affect this determination.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met. It has already been determined that the proposed use meets all applicable environmental performance standards listed in **Article 21, Section 21.3** and there are no use standards applicable to community centers in **Article 20**. The modification of the parking requirement doesn't affect this determination.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met. Expansion of the allowable off-site parking boundary does not alter this approval standard being met by the original application.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. No variances are needed given the content of the proposed amendment. In the staff report for Zoning Docket 080/24, the staff recommended a variance to waive the parking requirement entirely, but the Council did not elect to grant this variance.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. None of the revisions made to proviso six would be detrimental to the public health, safety and welfare, or result in material damage or prejudice to other property in the vicinity.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 051-25 subject to six (6) provisos:

Provisos

1.) In accordance with Article 23, Section 23.3.B and Section 23.4, the applicant shall submit an updated detailed landscape plan prepared by a licensed Louisiana landscape architect, subject to review and approval of the City Planning Commission staff, indicating the following:

a) The genus, species, size, location, quantity, and irrigation of all proposed plant materials within both the site and the street right-of-way adjacent to the site, with applicable remarks and details.

b) Approval from the staff of the Department of Parks and Parkways of any street trees planted within the public right-of-way adjacent to the petitioned site.

2.) The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in Article 4, Section 4.3.H.2 of the Comprehensive Zoning Ordinance will void the conditional use.

3.) The plans submitted to the City Planning Commission for final approval shall indicate the installation of 7 required bicycle spaces, as set forth in Article 22, Section 22.4.A (Table 22-1) and Article 22, Section 22.6 of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in Article 22, Section 22.9 of the Comprehensive Zoning Ordinance. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works for any bicycle spaces located in the public right-of-way.

4.) Operations of the community center shall adhere to Article 26 of the CZO in that a Community Center facility shall be used as a place of meeting, recreation, or social activity, and not operated for profit, which is open to the public.

5.) Hours of operation shall be limited to 8am-9pm Sunday through Thursday and 8am-10pm Friday and Saturday.

~~6.) The applicant shall secure approval for parking 75 cars on the lots bearing municipal addresses 2233 Simon Bolivar Ave., 2237 Simon Bolivar Ave., and 2241 Simon Bolivar Ave. pursuant to Section 22.8.A.2.a of the Comprehensive Zoning Ordinance from the Department of Safety and Permits as part of the permitting process. Plans approved by the City Planning Commission shall also depict this parking. Applicant will secure any necessary permits to perform work on these lots to met the requirements of 22.8.A.2.a for parking of 75 vehicles and shall obtain certificates of completion before the conditional use is permitted to commence.~~

6.) The applicant shall secure approval for parking 75 cars within 900 feet of the proposed location from the Department of Safety and Permits as a part of the permitting process. Applicant will secure any necessary permits to perform work for the parking of 75 vehicles and shall obtain certificates of completion before the occupation license is obtained.

City Planning Commission meeting (September 23, 2025)

The staff summarized the application and presented its recommendation of approval. Commissioner Jordan made a motion for approval and Commissioner Flick seconded. The motion approved unanimously.

MOTION: BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 051/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO SIX (6) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

1.) In accordance with Article 23, Section 23.3.B and Section 23.4, the applicant shall submit an updated detailed landscape plan prepared by a licensed Louisiana landscape architect, subject to review and approval of the City Planning Commission staff, indicating the following:

a) The genus, species, size, location, quantity, and irrigation of all proposed plant materials within both the site and the street right-of-way adjacent to the site, with applicable remarks and details.

b) Approval from the staff of the Department of Parks and Parkways of any street trees planted within the public right-of-way adjacent to the petitioned site.

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6.) The applicant shall secure approval for parking 75 cars within 900 feet of the proposed location from the Department of Safety and Permits as a part of the permitting process. Applicant will secure any necessary permits to perform work for the parking of 75 vehicles and shall obtain certificates of completion before the occupation license is obtained.

YEAS: Jordan, Lunn, Stewart, Witry, Flick, Joshi-Gupta, Brown

NAYS: None

ABSENT: Steeg

MOTION

NO. M-25-542

CITY HALL: October 23, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to six (6) provisos, related to **ZONING DOCKET 051/25** for property located at Square 317, Lots A, B, 22, 23, 12, 13, A, C, and D, or Lots 8, 22, 23, 10, C, D, and three undesignated lots in the Fourth Municipal District, bounded by South Liberty Street, Philip Street, First Street, Loyola Street, and La Salle Street/Simon Bolivar Avenue, bearing municipal address 2300-2308 South Liberty Street, 2224-2226 Philip Street, and 2229-2237 First Street, initiated by City Council Motion No. M-25-400, requesting an amendment to Ordinance No. 30,208 MCS (Zoning Docket 80/24), which established a conditional use to permit a community center in an HU-RM1 Historic Urban Multi-Family Residential District, to amend proviso six to allow for additional flexibility to mee the parking requirement and to consider any waivers that are necessary to achieve this goal, is hereby received and the request is **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Council Land Use Officer, who is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission Meeting
Tuesday, September 23, 2025

CPC Deadline: 10/11/2025
CC Deadline: 60 days from receipt
City Council District: B – Harris

STAFF REPORT

Zoning Docket 052/25

To: City Planning Commission

From: Robert Rivers, Executive Director
Stephen Kroll, Planning Administrator

Prepared by: Mitchell Kogan

Date: October 3, 2025

GENERAL INFORMATION

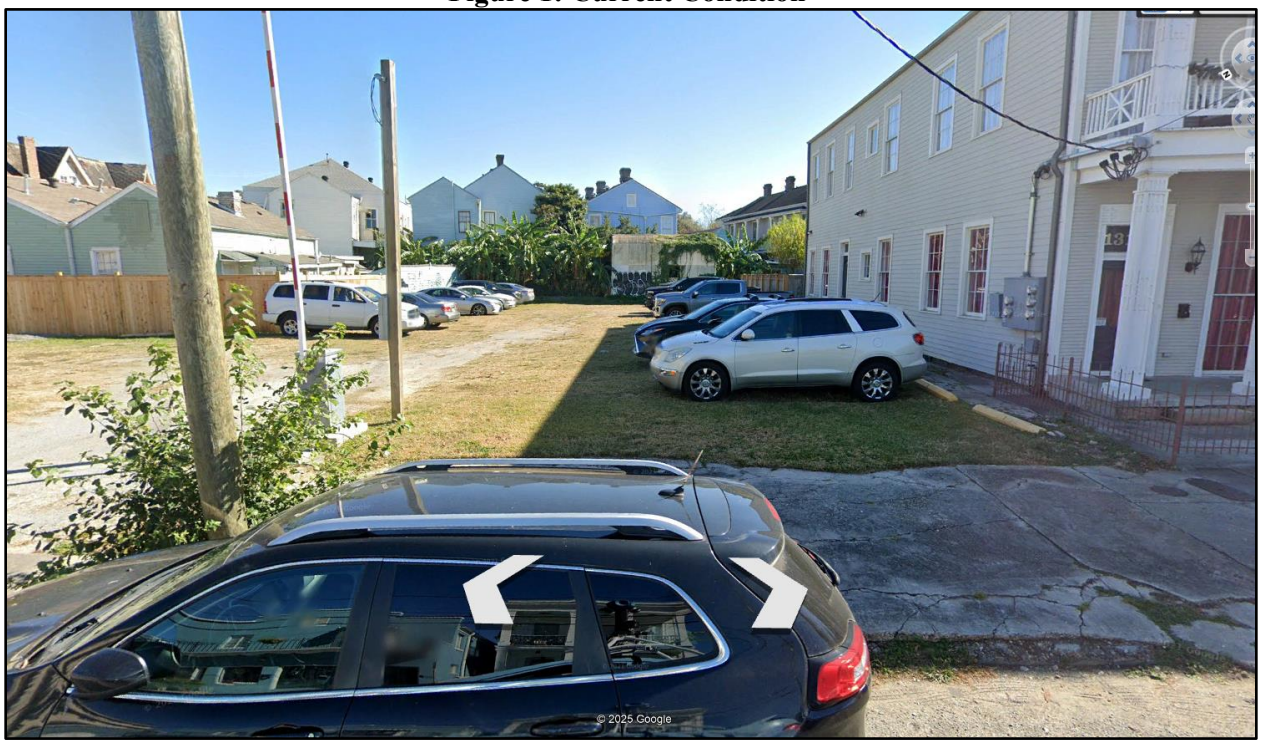
Applicant: Victor R. Farrugia
Request: Conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District
Property description: Square 189, Lots 3 and 4, in the First Municipal District, bounded by Prytania Street, Erato Street, Camp Street, and Thalia Street
Address: 1316 Prytania Street

Description:

The subject property is in an HU-MU Historic Urban Neighborhood Mixed-Use District on two lots of record (Lots 3 and 4, Square 189 Prytania) that forms a 7,560 square feet rectangular site with one frontage on Prytania Street. The site is currently undeveloped. This application is for a principal parking lot, which would include 20 parking spaces, including one handicap space. The applicant originally submitted a request to utilize three lots, those being 1300, 1306, and 1316 Prytania Street (Lots 1-4, Square 189). However, the applicant has subsequently requested to reduce the amount of lots by three.

A principal use, by definition, is when a parking lot is the main or primary purpose for which a structure or lot is designed, arranged, or intended. The definition would qualify this application as one for a principal parking lot. In HU-MU districts, principal parking lots are conditional uses.

Figure 1: Current Condition



Why is City Planning Commission action required?

Per **Article 12, Section 12.2.A (Table 12-1: Permitted and Conditional Uses),** a "Parking Lot (Principal Use)" is deemed a conditional use in the HU-MU Historic Urban Neighborhood Mixed-Use District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

ANALYSIS

Comments related to design

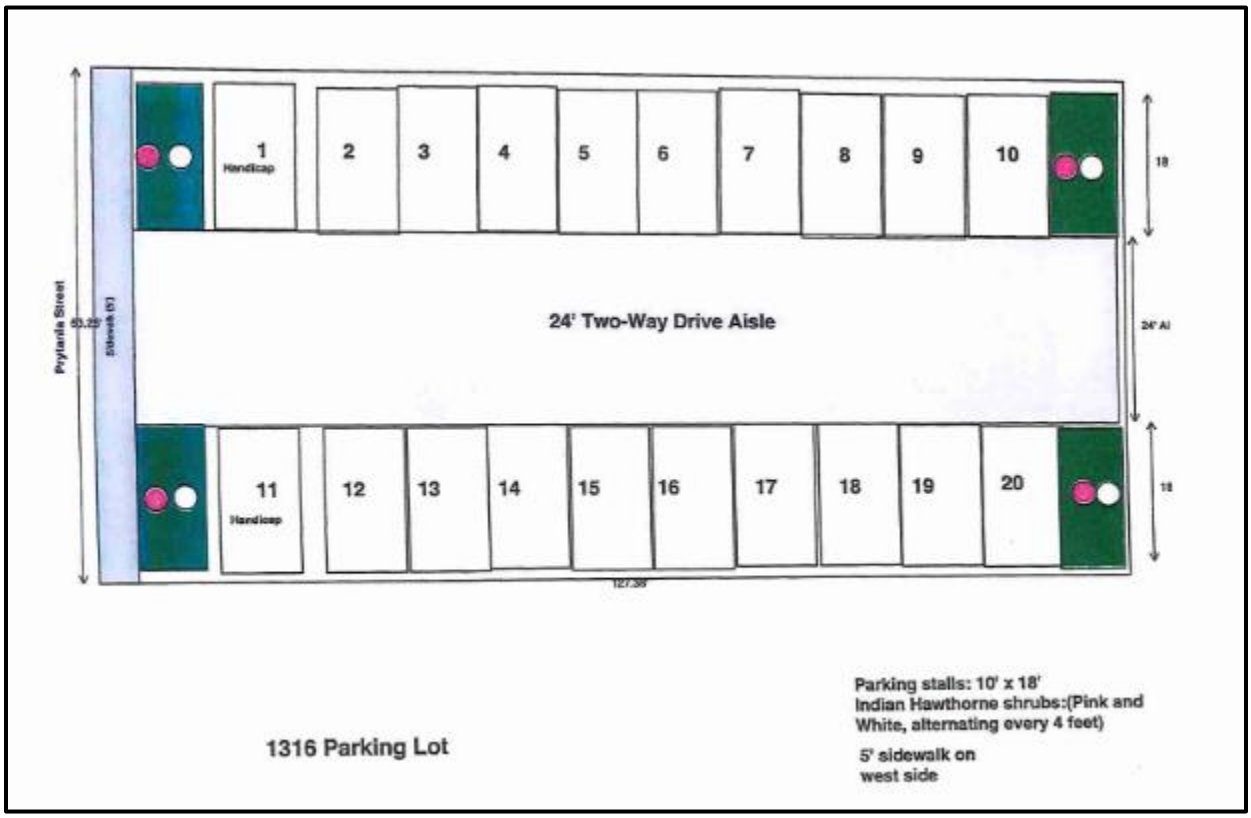
Existing conditions

The subject property is located on a site consisting of two lots of record, being Lots 3 and 4, Square 189 on Prytania Street. The applicant has been using the site as a non-compliant parking lot.

Proposed conditions

The subject of this request is the development of a principal parking lot. The application proposes 20 parking spaces, with 1 visible ADA parking space.

Figure 2: Site Plan



Base zoning district standards

The petitioned site is located within the HU-MU Historic Urban Neighborhood Mixed-Use District and is subject to the requirements of **Article 12, Section 12.3** - *Site Design Standards* of the Comprehensive Zoning Ordinance.

Bulk Regulations

Non-residential uses are exempt from minimum lot area and minimum lot width. Maximum building height and ground floor commercial regulations do not apply. There is a minimum requirement of 10% permeable open space and the stipulations set forth in the proviso below, listed under *landscaping*, will ensure this requirement is met.

Minimum Yard Requirements

No structures are proposed that would necessitate compliance with yard distances.

Building Design Standards

No buildings are proposed for the subject lot.

Parking and vehicular use areas

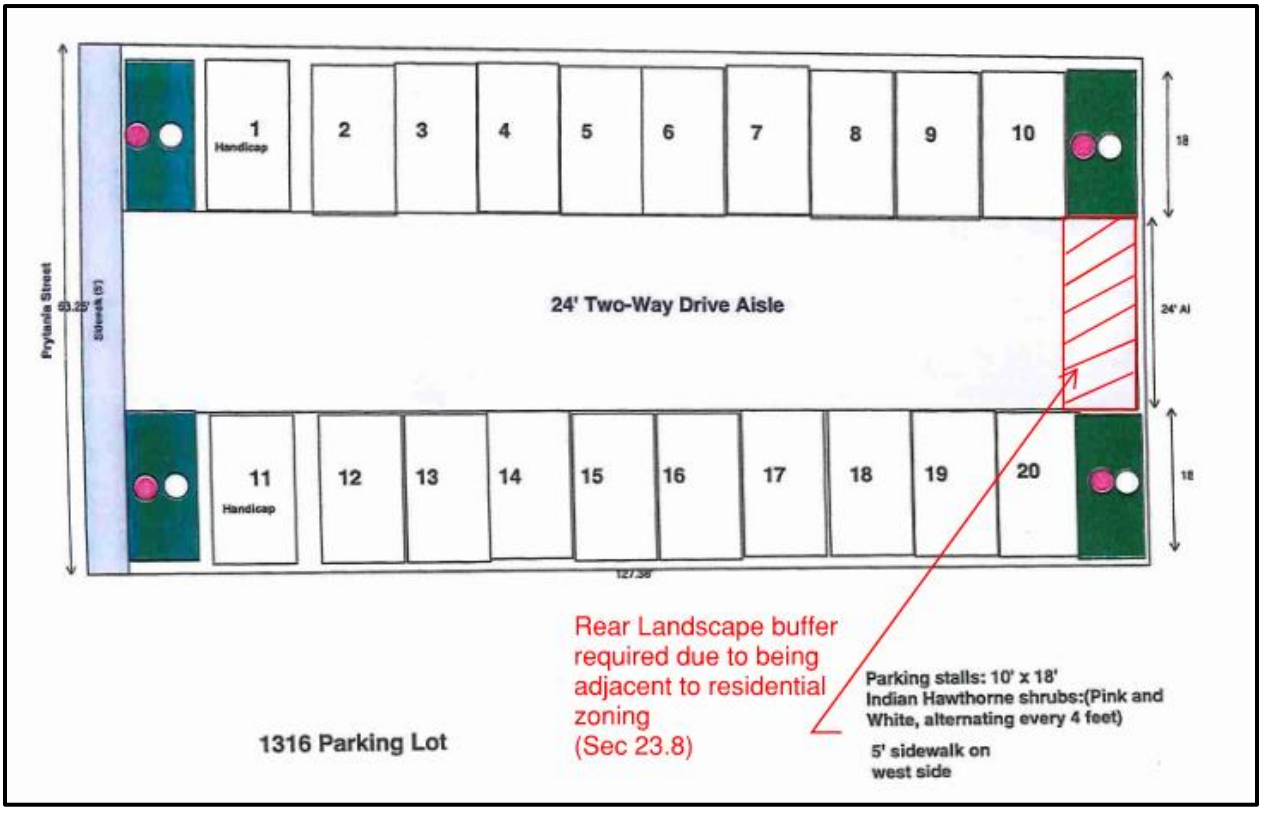
The entire lot will be reconstructed into a parking lot providing a total of 29 parking spaces. The parking lot is designed so vehicles can enter on Prytania St. via a two-way driveway. Cars may also have ingress/egress on Erato Street.

Article 22, Section 22.8 establishes guidelines for the design of parking spaces. The site plan provided by the applicant does not show parking stall dimensions or backing space, but does demonstrate drive aisles that appear compliant with the applicable dimensions requirements. If the application is recommended for approval, it should be subject to the following proviso:

- The plans submitted to the City Planning Commission for final approval shall show adherence to applicable vehicle parking design regulations of Article **22, Section 22.8** of the Comprehensive Zoning Ordinance

Landscaping

The proposal includes landscaping which appears in compliance with **Article 23, Section 23.7.** However, staff would note that the plan appears to be missing a buffer yard that is adjacent to residential zoning (Section 23.8) as shown below:



If the application is recommended for approval, it should be subject to the following provisos:

- The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
    - the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
    - compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in Article 23, Section 23.7 and Article 23, Section 23.9.
- The plans submitted to the City Planning Commission for final approval shall be revised to demonstrate compliance with buffer yard requirements as well as providing landscape islands at the end of every row Per Section 23.8 and 23.7.C, respectively.

Use standards

Article 20, Section 20.3.OO of the Comprehensive Zoning Ordinance describes the use standards for principal parking lots, which are listed below in italics:

All parking structures and parking lots are subject to the parking design standards of Article 22. In addition, parking structures and parking lots are subject to the following standards. All parking lots and parking structures with greater than 10 spaces are required to construct 1 space or 5% of all spaces, whichever is greater, with installed electric vehicle charging stations.

All parking lots shall meet the following requirements:

a. The parking lot shall be used solely for the parking of passenger vehicles for periods of less than one (1) day and cannot be used as an off-street loading area.

b. No sale, display, repair, or service of any kind is permitted in any parking lot.

c. Signs shall comply with the regulations of Section 24.12, or for Historic Core Districts, Section 24.13.

d. No buildings other than those for shelter of attendants or payment kiosks are permitted in a parking lot. The allowable shelters shall not exceed ten (10) feet in height and fifty (50) square feet in area.

e. The parking lots shall be screened and landscaped in accordance with the requirements of Article 23.

f. The parking lot shall be kept free from refuse and debris. All landscape shall be maintained in a healthy growing condition.

g. Parking lots in the VCS or VCS-1 Districts are conditional uses on existing vacant lots only.

h. A parking lot shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:

i. The parking lot shall provide exterior security cameras, the location of which shall be indicated in the plan.

ii. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

Staff has already recommended a proviso regarding the required adherence to Article 22. Additionally, based on the total number of parking spaces proposed, the applicant is required to provide one electric vehicle charging station. Consequently, if the application is recommended for approval, it should be subject to the following proviso:

The plans submitted to the City Planning Commission for final approval shall show the installation of one electrical vehicle charging station, in accordance with **Article 20, Section 20.3.00** of the Comprehensive Zoning Ordinance**.**

Anticipated impact on surrounding land uses
The proposed use would increase activity, noise and traffic at the specific site, but it would reduce parking pressure on the overall neighborhood. The site would service. To prevent unsightliness and reduce the noise from the parking lot on the surrounding residential uses, the applicants must comply with landscape requirements which will reduce negative impacts. The proposed use as a parking lot is generally compatible with the surrounding properties and the mixed-use character of the area.

Evaluation of approval standards
The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "MUM Mixed Use Medium Density." The goal, range of uses, and development character for that designation are copied below.

> **MIXED USE MEDIUM DENSITY**
>
> **Goal:** Create medium-density neighborhood centers to enhance walkability and serve as focal points within neighborhoods. Proximity to transit encouraged.
>
> **Range of Uses:** Medium-density single-family, two-family and multifamily residential and commercial uses. Limited light industrial uses (small food manufacturers, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** Height, mass and density of new development varied to ensure proper transitions to surrounding lower density residential neighborhoods. Many structures will feature ground floor retail with residences on upper floors. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

As described above, the MUM designation is intended for medium-density single-family, two-family and multifamily residential and commercial uses. A principal parking lot is a commercial use that is not disallowable under the Master Plan and therefore not inconsistent.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met. The site is located within an HU-MU Historic Urban Neighborhood Mixed-Use which is described below:

The HU-MU Neighborhood Mixed-Use District is intended for areas of mixed-use development that are close to residential neighborhoods. The district regulations are designed to encourage mixed-use areas that are compatible with adjacent or nearby land uses and pedestrian-oriented in character.

The HU-MU district allows for development that is compatible with adjacent land uses. The proposed parking lot is an extension of the parking lot that already exists. Additionally, the intent is for people to walk from the parking lot to the facility, necessitating a design that is pedestrian oriented.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met. Staff has proposed provisos that ensure adherence to the use standards stipulated in **Article 20** for principal parking lots, and the developer will comply with the environmental performance standards of **Article 21, Section 21.3** of the Comprehensive Zoning Ordinance.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met. The abandoned site borders both residential and commercial uses and the applicant is complying or will comply with the standards for parking lot design to ensure proper buffering for the adjacent residential properties. The project will put an abandoned lot into commerce which would have a positive impact for the community in regard to street parking.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This standard is not applicable; no variances are required for this accessory use.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. The proposal would return an abandoned site to use which would have a positive impact to the neighbors and the broader community.

STAFF RECOMMENDATION

The staff recommends **APPROVAL** of Zoning Docket 052/25 subject to seven (7) provisos:

Provisos

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

2. The applicant shall consolidate the lots associated with the site into a single lot of record through the City Planning Commission. The applicant shall submit a complete application for the resubdivision prior to City Planning Commission sign-off on final plans. The approved subdivision shall be recorded with the Clerk of Civil District Court's Land Records Division prior to the issuance of a Certificate of Occupancy by the Department of Safety and Permits.

3. The plans submitted to the City Planning Commission for final approval shall show adherence to applicable vehicle parking design regulations of Article **22, Section 22.8** of the Comprehensive Zoning Ordinance

4. The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
    a. the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
    b. compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in Article 23, Section 23.7 and Article 23, Section 23.9.

5. The plans submitted to the City Planning Commission for final approval shall be revised to demonstrate compliance with buffer yard requirements as well as providing landscape islands at the end of every row Per Section 23.8 and 23.7.C, respectively.

6. All parking lots shall meet the following requirements:
    a. The parking lot shall be used solely for the parking of passenger vehicles for periods of less than one (1) day and cannot be used as an off-street loading area.
    b. No sale, display, repair, or service of any kind is permitted in any parking lot.
    c. Signs shall comply with the regulations of Section 24.12, or for Historic Core Districts, Section 24.13.

d. No buildings other than those for shelter of attendants or payment kiosks are permitted in a parking lot. The allowable shelters shall not exceed ten (10) feet in height and fifty (50) square feet in area.
e. The parking lots shall be screened and landscaped in accordance with the requirements of Article 23.
f. The parking lot shall be kept free from refuse and debris. All landscape shall be maintained in a healthy growing condition.
g. Parking lots in the VCS or VCS-1 Districts are conditional uses on existing vacant lots only.
h. A parking lot shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:
    i. The parking lot shall provide exterior security cameras, the location of which shall be indicated in the plan.
    ii. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

7. The plans submitted to the City Planning Commission for final approval shall show the installation of one electrical vehicle charging station, in accordance with **Article 20, Section 20.3.00** of the Comprehensive Zoning Ordinance**.**

CITY PLANNING COMMISSION MEETING (September 23, 2025)
The staff summarized the application and presented its recommendation of approval. The Commission received comments from the applicant as well as a neighbor speaking in support of the request.

There was general discussion among the Commission, with a question specifically about the original proviso #2 which read "The applicant shall consolidate the lots associated with the site into a single lot ofrecord through the City Planning Commission. The applicant shall submit a complete application for the resubdivision prior to City Planning Commission sign-off on final plans. The approved subdivision shall be recorded with the Clerk of Civil District Court's Land Records Division prior to the issuance of a Certificate of Occupancy by the Department of Safety and Permits." The CPC had questioned whether or not this proviso was necessary, as the applicant stated that their intent was to utilize the parking lot as interim use. Commissioner Brown subsequently made a motion to approve with the removal of said proviso #2, with a second by Commissioner Flick.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 052/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO SIX (6) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

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YEAS: Stewart, Brown, Jordan, Witry, Flick, Lunn
NAYS: Joshi-Gupta
ABSENT: Steeg

NEW ORLEANS, LA VOL 1A

40A

39A

BARONNE

36

237

PARK'G

F.P. Conte - Bldg. 8 Stories Walls

OFF

238

N.C. - 1972 (C.P.)

PARK'G

38A

CLIO

CARONDELET

CALLIOPE

PONTCHARTRAIN EXPRESSWAY

214

JERUSALEM TEMPLE AAONMS

215

K. & B. PLAZA OFFICE BLDG.

PARK'G

C

N.C. 1969 (C.P.&R.F.)

FILL'G STA

PARK'G. C

44A

ST. CHARLES AV.

LEE CIRCLE

ST CHARLES

AV.

41A

43A

HOWARD AV.

SCALE OF FEET

COPYRIGHT SANBORN MAP COMPANY INC.

42A

CAMP

COLISEUM

ST.

THALIA

ERATO

PRYTANIA

MARGARET

ST CHARLES AV.

CLIO

PONTCHARTRAIN EXPWY.

CALLIOPE

184

185

186

187

189

190

PARK'G

PLAYGND

CONCRETE

38A

40A

43A

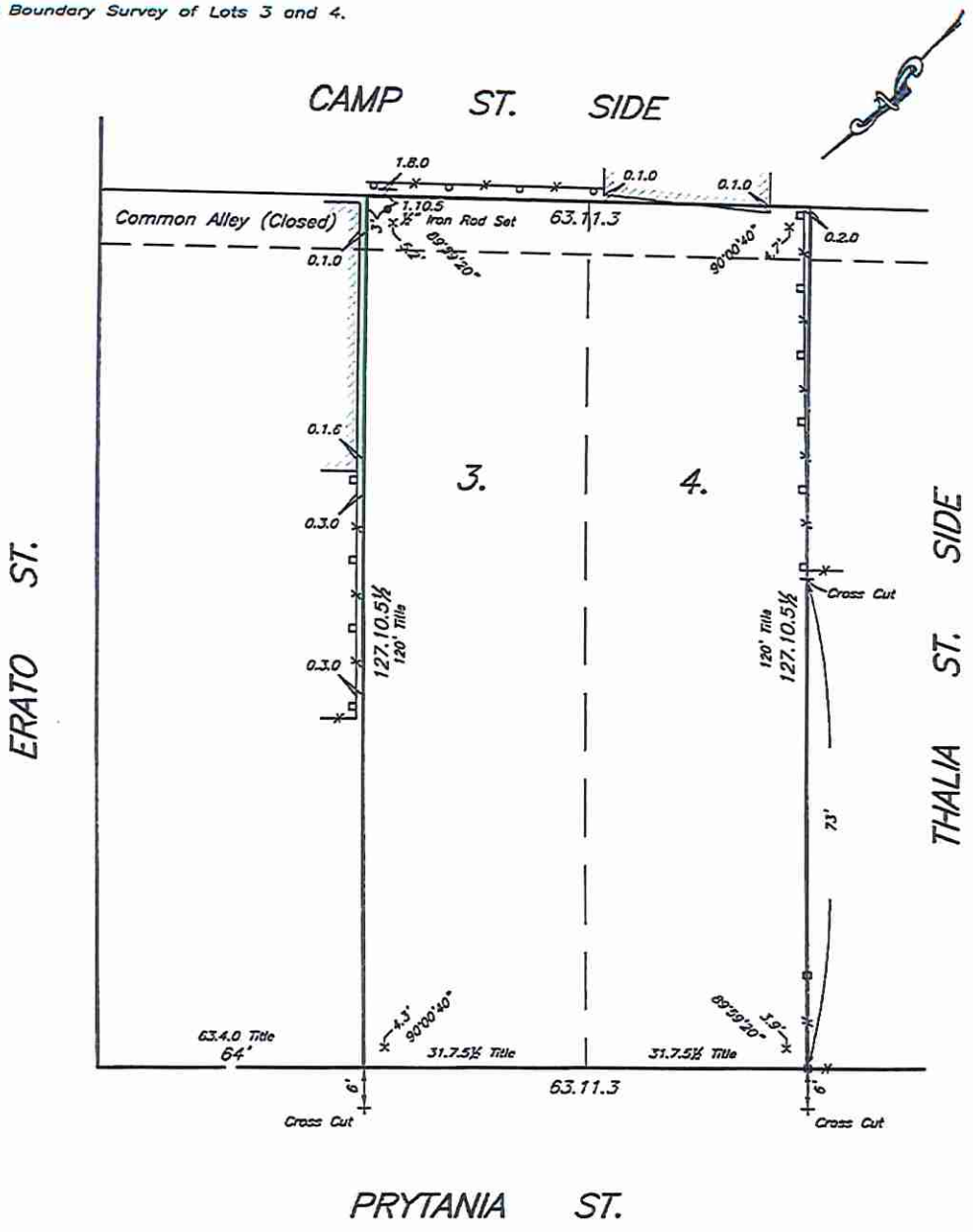
41A

1689

SQ. NO. 189
FIRST DISTRICT

NEW ORLEANS, LA
ORLEANS PARISH

A Boundary Survey of Lots 3 and 4.



THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS PLAT ARE LIMITED TO THOSE FURNISHED TO US. THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING DATA FOR THIS SURVEY.

Note:
Improvements may not be to scale for clarity.
The dimensions shown prevail over scale.
Lot angles as per plan of Lic. No. 5131

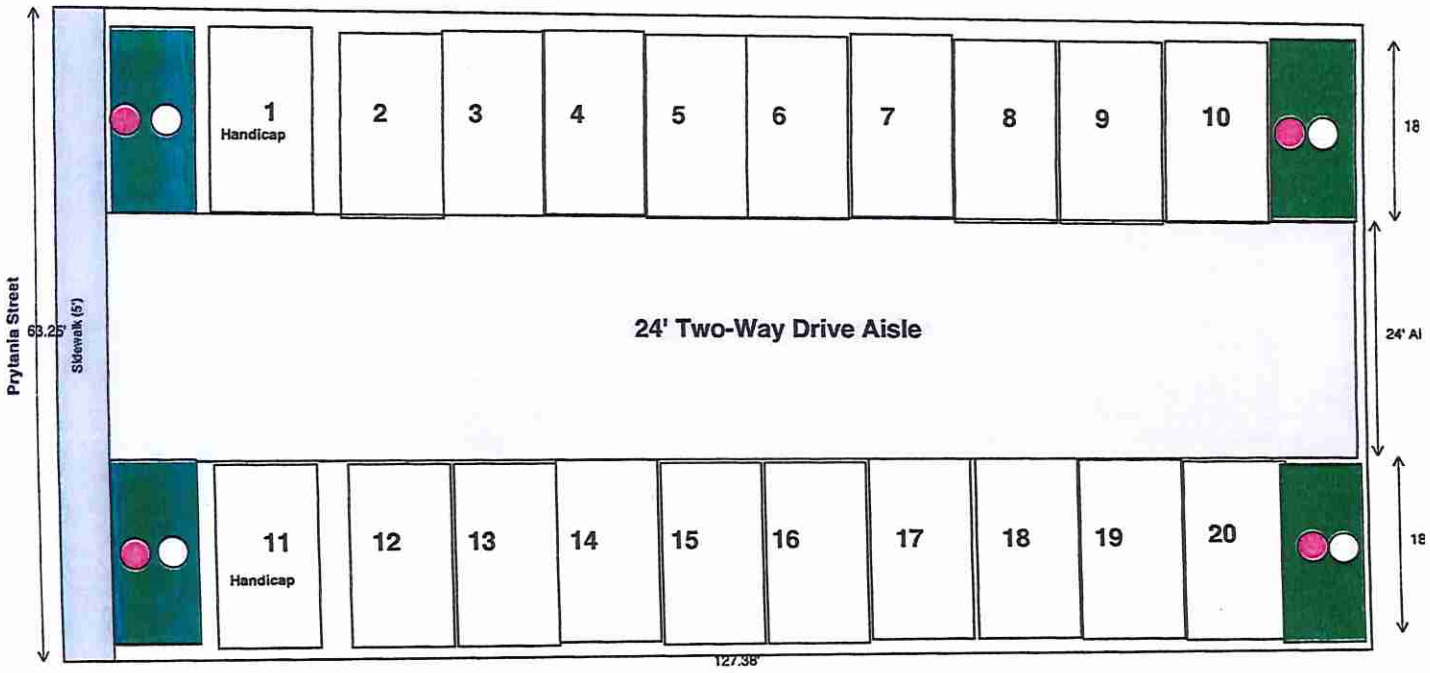
STATE OF LOUISIANA
LICENSED PROFESSIONAL
CLINT J. SWINNEY
5131

Date: December 26, 2018 Scale: 1" = 20'

This plat represents an actual ground survey made by me or under my direct supervision and control and meets the requirements for the Standards of Practice for Boundary Surveys as found in Louisiana Administrative Code Title 46:LXI, Chapter 29 for a Class "C" survey.
Made at the request of Victor Farrugia.

Gilbert, Kelly & Couturie', Inc., Professional Land Surveying
2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

146660



Parking stalls: 10' x 18'
Indian Hawthorne shrubs:(Pink and White, alternating every 4 feet)

5' sidewalk on west side

1316 Parking Lot

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by
Sign Provided ○ Date
Tracking Number

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 1306 Prytania St.

APPLICANT INFORMATION

Applicant Identity: ◉ Property Owner ○ Agent

Applicant Name Victor R. Farrugia

Applicant Address 6908 Milne Blvd

City New Orleans State LA Zip 70124

Applicant Contact Number 504-905-7215 Email vfarrugia@farrugialawfirm.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☑

Property Owner Name

Property Owner Address

City State Zip

Property Owner Contact Number Email

SPECIFIC ZONING REQUEST

Conditional Use Parking Lot (Principal Use)

PROPERTY LOCATION

Square Number(s) 189 Lot Number(s) 3,4

Bounding Streets ~~Thalia St.~~ ~~Erato St.~~

Zoning HU-MU Municipal District 1

Tax Bill Number 102104803 Planning District 2

DESCRIPTION OF PROJECT (Attachments are acceptable)

See Exhibit A

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by
Sign Provided O Date
Tracking Number

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature Victor R. Jauregui Date 8/28/25

Agent Signature Date

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 28 day of AUGUST 2025

My Commission expires LIFE

ERIC K. BUERGER
BAR # 28513

Exhibit A Project Description

The applicant, Victor R. Farrugia, requests approval of a Conditional Use Permit to allow the continued operation of a parking lot on one grass lot located at 1316 Prytania Street, situated on Prytania Street between Erato Street and Thalia Street within the HU-MU Neighborhood Mixed-Use District.

The subject property have functioned as a parking lot under lease to the Nelson Office Building for the past five years, serving as an important source of off-street parking for area businesses and residents. This application seeks to formalize the use in accordance with Article 12, Section 12.2.A (Table 12-1) of the Comprehensive Zoning Ordinance, ensuring compliance with all applicable City regulations.

The proposed project will involve limited site improvements, including landscaping, minor grading, and the possible installation of a new surface treatment to enhance safety and usability, while maintaining a grass-covered, permeable aesthetic in line with neighborhood character. No permanent structures and no construction are proposed as part of this interim use. The neighbors like the grass parking lot because it is pet friendly and it looks better than most gravel colors. Because construction of a five-unit building in planned in the near future, it is preferable not to use a parking lot surface that will have to be removed.

The applicant anticipates a future phased development of the property is a five-unit residential building, subject to separate approvals and market conditions. The existing plans for construction of this building have already been approved by the HDLC about 5 years ago. These plans will be used in the future construction. The requested conditional use will allow the property to continue meeting pressing local parking demands while providing a transitional use until residential development is feasible.

DEPARTMENT OF SAFETY & PERMITS
CITY OF NEW ORLEANS

PERMIT NO: _____ DATE: _____

ADDRESS: 1316 PRYTANIA STREET SUBDIVISION: None

DISTRICT: FIRST SQUARE: 189 LOTS: 3,4

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (BFE)	FREEBOARD (ADD 1FT FOR A AND V ZONES) OFFICE USE ONLY
225 203	0229	F	9/30/2016	X	NONE N.A.V.D	+1ft = _____

MINIMUM FLOOR ELEVATION:

_____ N.A.V.D.

FOR V - ZONES ONLY:

_____ N.A.V.D.
(ELEVATION OF BOTTOM OF LOWEST HORIZONTAL STRUCTURAL MEMBER)

APPROVED FOR CITY BY: _____

IN ADDITION TO THE FEMA ELEVATIONS, THE FOLLOWING CONDITIONS MUST ALSO BE MET:

A. TOP OF SLABS ON GRADE OR FILL MUST BE AT LEAST 36" ABOVE THE HIGHEST POINT OF CURB IN FRONT OF THE LOT OR SITE.
B. PIER CONSTRUCTION: TOP OF PIERS (UNDERSIDE OF SILLS) MUST HAVE AT LEAST 18" CLEARANCE BENEATH THE STRUCTURE. IN ADDITION, THE LOWEST FLOOR MUST BE AT LEAST 36" ABOVE THE HIGHEST POINT OF CURB IN FRONT OF THE LOT OR SITE. (IF NO CURB, USE CENTERLINE OF STREET)
C. ALL MECHANICAL OR PLUMBING EQUIPMENT SERVICING THE BUILDING MUST BE LOCATED AT OR ABOVE THE REQUIRED FLOOR ELEVATION.
D. SLABS FOR ATTACHED GARAGES MUST BE AT THE REQUIRED FLOOR ELEVATION OR BE CONSTRUCTED OF WATER-RESISTANT MATERIALS WITH PROPER VENTING IN 2 WALLS.
E. DETACHED GARAGES WITH PLUMBING MUST BE AT THE REQUIRED FLOOR ELEVATION.
F. CONSTRUCTION BENCHMARK MUST BE SET AT REQUIRED MINIMUM FLOOR ELEVATION OR GREATER. *(ADD 1 FOOT FOR A & V-ZONES)*

---

1. CERTIFICATE OF CONSTRUCTION BENCHMARK

FOR PERMIT OFFICE USE ONLY
ADD 3ft to curb, if no curb use the centerline of street
_____ + 3ft = _____

EXISTING HIGHEST TOP OF CURB ELEVATION 3.46 N.A.V.D.
EXISTING HIGHEST CENTERLINE OF STREET _____ N.A.V.D.
EXISTING LOT ELEVATIONS (PROPERTY CORNERS OR EDGE)
FRONT (RIGHT) 3.90 N.A.V.D. FRONT (LEFT) 4.30 N.A.V.D.
REAR (RIGHT) 4.70 N.A.V.D. REAR (LEFT) 5.20 N.A.V.D.
OTHER _____ N.A.V.D.
DESCRIBE _____
DESCRIPTION OF CONSTRUCTION BENCHMARK: NAIL SET IN POWER POLE
ELEVATION OF CONSTRUCTION BENCHMARK: 6.54 N.A.V.D. (SEE NOTE F.)
REFERENCE BENCHMARK USED TO ESTABLISH CONSTRUCTION BENCHMARK: ALCO
ELEVATION OF REFERENCE BENCHMARK: 5.80 N.A.V.D.

STATE OF LOUISIANA
LOUIS C. HARTMANN
LIC. NO. 4995
LICENSED PROFESSIONAL
LAND SURVEYOR

SIGNATURE: _____ DATE: 12/26/2018
(LA. REGISTERED PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER) (SEAL)

---

2. CERTIFICATE OF TOP OF FORM OR TOP OF PIER ELEVATION

(To be submitted before pouring concrete for slab construction or framing floor for pier construction)

AS BUILT ELEVATIONS: FORM _____ N.A.V.D. PIER _____ N.A.V.D.

PIER CONSTRUCTION:
ALL FRAMING MATERIALS BELOW THE MINIMUM FLOOR ELEVATION (B.F.E.) MUST BE CONSTRUCTED WITH WATER-RESISTANT MATERIALS AND THE FIRST FLOOR MUST BE AT OR ABOVE THE MINIMUM FLOOR ELEVATION (B.F.E.).

V ZONES ONLY:
BOTTOM OF LOWEST HORIZONTAL STRUCTURAL MEMBER _____ N.A.V.D.
(Must be submitted before framing begins)
IN V ZONES, ALL ENCLOSURES BELOW THE B.F.E. MUST BE DESIGNED WITH BREAK-AWAY WALLS CONSTRUCTION.

SIGNATURE: _____ DATE: _____
(LA. REGISTERED PROFESSIONAL LAND SUVEYOR OR CIVIL ENGINEER) (SEAL)

---

3. FILLING, GRADING, DRAINAGE, SIDEWALK AND DRIVEWAY CERTIFICATION AND AFFIDAVIT

(To be submitted before Use & Occupancy Certificate can be issued)

THIS WILL CONFIRM THAT ALL FILLING, GRADING, DRAINAGE, SIDEWALKS AND DRIVEWAYS HAVE MET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CODE OF THE CITY OF NEW ORLEANS.

OWNER: _____ DATE: _____

APPLICANT: _____ DATE: _____ _____ (NOTARY)

OR

IS LOT PROPERLY FILLED TO GRADE? YES NO
(minimum lot slope, rear to front, 1 inch every 20 feet)
ARE SIDEWALKS PROPERLY INSTALLED? ___ YES ___ NO
ARE DRIVEWAYS PROPERLY INSTALLED? ___ YES ___ NO
ARE RETAINING WALLS REQUIRED? ___ YES ___ NO
(If yes, then on which side(s) ___ RIGHT ___ LEFT ___ REAR
ARE EQUIPMENT SLABS, SUCH AS A/C COMPRESSORS,
AT MINIMUM FLOOR ELEVATION? ___ YES ___ NO
DO ATTACHED GARAGES IN A-ZONES,
THAT ARE BELOW MINIMUM FLOOR ELEVATION,
HAVE PROPER VENTING AND WATERPROOFING? ___ YES ___ NO ___ N/A

SIGNATURE: _____ DATE: _____
(LA. REGISTERED PROFESSIONAL CIVIL ENGINEER) (SEAL)

THE LATEST FEMA ELEVATION CERTIFICATE MUST ACCOMPANY PART 3 OF THIS FORM WHEN SUBMITTED TO THE DEPARTMENT OF SAFETY AND PERMITS. 2016

CITY OF NEW ORLEANS 2025 Original Real Estate Tax Bill

BUREAU OF THE TREASURY
1300 PERDIDO ST RM 1W40
NEW ORLEANS, LA 70112

TAX BILL NO
102104803

DELINQUENT DATE
03/01/2025

PROPERTY LOCATION
1316 PRYTANIA ST

LEGAL DESCRIPTION
SQ 189 LOTS 3 4 PRYTANIA 63' 3" X 120'
M/A CHANGED 1/16/07

LAND ASSESSMENT
15,940

IMPROVEMENT ASSESSMENT
0

HOMESTEAD EXEMPTION
0

FARRUGIA VICTOR R
6908 MILNE BLVD
NEW ORLEANS LA 70124

Mortgage lenders have direct access to pay real estate taxes that they have escrowed. If you are unsure of your lender's intent, please contact them directly, to ensure a timely, single tax payment.

NEED TO CORRECT YOUR MAILING ADDRESS?
Please provide your authorization for a change of address DIRECTLY to the assessor. Use the form available at the assessor's website (www.nolaassessor.com) or call the assessor's office at 504-754-8811 for directions.

ONLY PAYMENTS are processed at P.O Box 62600 as shown on our payment stub
Legal process and other correspondence must be sent to 1300 PERDIDO ST RM 1W40, NEW ORLEANS, LA 70112

Delinquency interest accrues at 1% per month on all delinquent taxes and special district fees. Any partial payments tendered will be applied to oldest debts first and in compliance with city ordinance outstanding liens will be paid before other debts owed. Residential properties meeting the criteria for phase-in of the total assessment increase have been identified here by the "Act 718" notation and the tax computations adjusted accordingly.

DETAIL OF BILL
This bill reflects payments through 01/06/2025

Period	Type	Delinquent Date	Tax/Lien	Interest	City/Coll. Fee	Tax Sale Costs	Total Paid	Total Due
2025	REAL ESTATE	03/01/2025	2,103.93	0.00	0.00	0.00	0.00	2,103.93

TAXES SOLD FOR YEARS: NONE

ATTENTION TAXPAYERS
Non-Adjudicated properties with 2022, 2023, or 2024 delinquent taxes or fees may be included for tax sale processing and its cost in 2025. Full payment now is the only means to ensure avoidance of tax sale processing and costs. The Treasury Bureau in City Hall, Room 1W40, is staffed Monday through Friday. For payment questions call 1-888-387-8027.
If you qualify for a homestead exemption that has not been granted for 2025 or you have questions on your assessed value, owner's name, mailing address or legal description, contact the assessor's office at 504-754-8811. However delinquent taxes under review for adjustment by the assessor remain subject to tax sale processing and costs. Tax refunds are available if a lower tax liability is later authorized.

PLEASE MAKE CHECKS PAYABLE TO THE CITY OF NEW ORLEANS
ALWAYS RETURN this portion when paying by mail.
Please ensure the City's return address appears in the return envelope window and write your property location on your check.
You may pay this bill online at www.nola.gov. See reverse for how your tax dollars are spent

2025 Original Real Estate Tax Bill
Tax Bill No.: 102104803
Location: 1316 PRYTANIA ST
Owner: FARRUGIA VICTOR R
6908 MILNE BLVD
NEW ORLEANS LA 70124

TOTAL DUE BY: 02/28/2025	PAYMENT AMOUNT ENCLOSED
$2,103.93	

All payments must be made in U.S. funds and drawn on a U.S. financial institution

City of N.O. Ad Valorem Tax
Department 165025
P O Box 62600
New Orleans, LA 70162-2600

City of New Orleans
Mayor LaToya Cantrell

9**********1316-PRYTANIAST00002103932025016502 55

1697

Subject: RE: NPP Letter for 1300 Prytania Street
Date: Tuesday, June 17, 2025 at 12:09:28 PM Central Daylight Time
From: Victor Farrugia
To: contact@lgdanola.com, cpcinfo@nola.gov, lesli.harris@nola.gov
Attachments: 20250617 NPP Ltr.pdf

Hello,
Attached is the NPP Letter sent out today. Thank you for your consideration.

Victor R. Farrugia
Farrugia Law Firm, LLC
1340 Poydras St.
Suite 2100
New Orleans, LA 70112
(504) 905-7215
vfarrugia@farrugialawfirm.com

Labor Law Specialist and
Employment law Specialist
Certified by Louisiana Board of Legal Specialization

IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS EMAIL:
This communication, including any attachments, may contain confidential attorney-client information or may otherwise be privileged or confidential. You are hereby notified that any disclosure, copying, distribution or taking any action in relation to this information is strictly prohibited and may be unlawful. Please notify the sender immediately by replying to this message, then deleting the e-mail and any attachments.

Farrugia Law Firm, LLC
1340 Poydras St., Suite 2100
New Orleans, LA 70112
(504)525-0250
vfarrugia@farrugialawfirm.com

Victor R. Farrugia
Labor Law Specialist and
Employment Law Specialist
Louisiana Board of Legal Specialization

June 17, 2025

Dear Neighbor,
Please join Victor R. Farrugia for a Neighborhood Participation Program (NPP) meeting regarding the property at 1300/1306 and 1316 Prytania St.

Date: Wednesday, July 2, 2025, Time: 7:30 p.m.
Location: 1414 Erato St

Victor R. Farrugia would like to apply for a conditional use to use the grass lots on the corner of Prytania and Erato Streets, for a parking lot. It has been used as a parking lot, leased to the Nelson Office Building for the past five years. I believe having the parking lot eases the parking shortage in the neighborhood. Eventually, I am going to improve the property by building 2 single family houses and a 5 unit building on the 3 lots. I am waiting for a better time to build considering the market and the building costs.

The parking lot is a good interim use. The neighbors walking dogs have expressed to me that they like having a grass surface for the lots.

I am applying for:

Conditional Use to Permit a Parking Lot

"A conditional use to permit a Parking Lot (Principal Use) in an HU-MU neighborhood mixed-use district in accordance with Article 12, Section 12.2.A (Table 12-1) of the Comprehensive Zoning Ordinance. This request must be heard by the City Planning Commission and City Council at public meeting."

I am required to complete the NPP meeting before submitting my application to the City Planning Commission for review.

If we receive approval, we plan to start the construction work within a month of the approval and estimate that the work should take about a month. There is not much construction. Just some landscaping and possibly applying a new surface. Hopefully we will be allowed to keep the grass.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to an NPP meeting where you can learn more about what I propose, and present questions or concerns. This letter is being delivered through U.S. Mail and

through hand delivery. I've enclosed my site plans to give you a better idea of what we'd like to do. At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the plans.
If you are unable to attend and would like to receive information from the meeting, or have any additional questions or comments, please feel free to contact me. I hope to see you at the meeting at 1414 Erato Street, on July 2, 2025 at 7:30 pm.

Sincerely,

Victor R. Farrugia

Victor R. Farrugia

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: JULY 2, 2025 7:30 PM

Meeting Location: 1414 ERATO ST

Project Name/Address: CONDITIONAL USE PARKING LOT 1300-1316 PRYTANIA

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
MATT RYAN	LGDA	1017 LOUISIANA	NOLA	504-621 3201	DMRYAN @ BELLSOUTH.NET
SAFAVUT PHACHARASAP (BERT)	SGI-USA	1331 PRYTANIA ST NEW ORLEANS		504 812-5226	BPHACHARASAP@SGI-USA.ORG
Brian Saito	SGI-USA	1331 Prytania st C		(504) 914-5745	Saito.brian@gmail.com
SHEILA CONNOLLY	NEIGHBOR	1205 COLISEUM	NOLA 70130	504.400-7829	sheilaconnollye newmanschool.org

NPP MEETING COMMENT CARD

DATE: JULY 2, 2015

NAME/ADDRESS OF PROJECT: 1300-1316 PRYTANIA

COMMENT/QUESTION:

I support grass parking lot.

CONTACT (OPTIONAL)

NAME: Brian Saito

EMAIL: saito.brian@gmail.com

ADDRESS:

NPP MEETING COMMENT CARD

DATE: JULY 2, 2015

NAME/ADDRESS OF PROJECT: 1300-1316 PRYTANIA

COMMENT/QUESTION:

We prefer the grass in the parking lot versus concrete.

Especially, when they build three houses and apartment later.

CONTACT (OPTIONAL)

NAME: SARAVUT PHACHARASAP (BERT)

EMAIL: BPHACHARASAP@SGI-USA.ORG

ADDRESS: 1331 PRYTANIA ST
NEW ORLEANS, LA
70130

NPP MEETING COMMENT CARD

DATE: JULY 2, 2015

NAME/ADDRESS OF PROJECT: 1300-1316 PRYTANIA

COMMENT/QUESTION: AS NEIGHBOR BEHIND LOT, I SUPPORT ITS CURRENT USAGE AS PARKING. HELPS ALLEVIATE PARKING CONGESTION ON STREET. I PREFER GRASS TO SHELLS OR CONCRETE & SHRUBERY SHOULD BE INSTALLED. I REQUEST STADIUM LIGHTS BE REDUCED IN STRENGTH ON HOUSE. TOO BRIGHT

CONTACT (OPTIONAL)

NAME: SHEILA CONNOLLY

EMAIL: sheila connolly@newwaveschool.org

ADDRESS: 1205 COLISEUM ST. 70130

Victor Farrugia
504-905 7215

- 1915 - Family came to neighborhood

- The lots ~~316~~, have been leased to Nelson Co. for past five years

- not paved - water permeable

- Temporary until housing can be constructed

- Neighbor asked for minor adjustment to angle of lighting

- grass lot is supported if city will allow

- neighbors ask for banana trees to be trimmed

- Buddhist Temple - is in support - they like the grass

- 10,000 sq ft 30 spaces

- will add landscaping

Summary Report of NPP Meeting July 2, 2025, at 1414 Erato St for the 1316 Prytania St. Conditional Use Application

The applicant, Victor R. Farrugia, help an NPP meeting on July 2, 2025 to discuss his request for a Conditional Use Permit to allow the operation of a parking lot on three adjacent grass lots located at 1300, 1306, and 1316 Prytania Street, situated at the corner of Prytania Street and Erato Street within the HU-MU Neighborhood Mixed-Use District. This request for a Conditional Use Permit has been reduced in scope since the meeting to only include the lot at 1316 Prytania St.

The Applicant explained that the subject properties had functioned as a parking lot under lease to the Nelson Office Building for the past five years, serving as an important source of off-street parking for tenants of the office building. This application seeks to formalize the conditional use as a parking lot in accordance with Article 12, Section 12.2.A (Table 12-1) of the Comprehensive Zoning Ordinance, ensuring compliance with all applicable City regulations.

It was explained that he proposed project will involve limited site improvements, including landscaping while maintaining a grass-covered, permeable aesthetic in line with neighborhood character. No permanent structures or construction are proposed as part of this interim use.

There were 4 attendees. Matt Ryan of the LGDA was the first to arrive and he agreed to take minutes of the meeting. Those are attached hereto. There was one residential neighbor, Sheila Connolly from 1305 Coliseum St. She said she supports the use as a parking lot because it helps alleviate parking congestion on the street. She prefers grass to shells or concrete and she said that shrubbery should be installed. She also requested that the angle of the security lights be lowered because the spotlight shines on her house. The other two attendees were Brian Saito and Saravut Phacharasap Cberts. These two individuals are associated with the Buddhist temple across the street on Prytania St. Brian indicated that he supported the grass parking lot. Saravut said that he preferred the grass in the parking lot versus concrete. He also said that he prefers the grass because they there are later plans to build houses and apartments. Matt Ryan of the NFL GDA in his notes noted that the Farrugia family came to the neighborhood in 1915. He also noted that there was a discussion that if the parking lot was allowed to be grass it would be water permeable. He also indicated in his notes that it is the plan of the owner to use the parking lot temporarily until housing can be constructed on the lots. He also indicated that the neighbor asked for a minor adjustment to the angle of the lighting, so it didn't shine on her property. He indicated that the grass lot was supported if the city will allow it.

PROPERTY OWNERS AND OCCUPANTS WITHIN 300 FEET (MAIL)

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
1224 St Charles LLC	2015 Magazine St	New Orleans	LA	70130
1311 Prytania LLC	416 Shrewsbury Ct	Jefferson	LA	70121
1516 Erato Street LLC	189 Maple Ridge Dr	Metairie	LA	70001
Arnett Real Estate LLC	5608 Camphor St	Metairie	LA	70003
Baptist Community Ministries	400 Poydras St Suite 2950	New Orleans	LA	70130
Blemur Pierre R Jr	1213 Coliseum St Unit 121	New Orleans	LA	70130
Briede Building LLC	1160 Camp St	New Orleans	LA	70130
Broom Brant L	Etal 1410 Thalia Street	New Orleans	LA	70130
Cattail Properties LLC	215560 N Frank Lloyd Wri	Scottsdale	AZ	85260
Constant Managers LLC	C/O Money Tree Loans Se	New Orleans	LA	70130
Crescent City Auction Gallery LLC	133 St Charles Ave	New Orleans	LA	70130
Current Resident	1135 Coliseum St	New Orleans	LA	70130
Current Resident	1164 Camp St	New Orleans	LA	70130
Current Resident	1174 Camp St	New Orleans	LA	70130
Current Resident	1201 Coliseum St	New Orleans	LA	70130
Current Resident	1201 Coliseum St Apt 1A	New Orleans	LA	70130
Current Resident	1201 Coliseum St Apt 1B	New Orleans	LA	70130
Current Resident	1201 Coliseum St Apt 2A	New Orleans	LA	70130
Current Resident	1201 Coliseum St Apt 2B	New Orleans	LA	70130
Current Resident	1201 Coliseum St HM	New Orleans	LA	70130
Current Resident	1206 Camp St	New Orleans	LA	70130
Current Resident	1207 Coliseum St	New Orleans	LA	70130
Current Resident	1208 Camp St	New Orleans	LA	70130
Current Resident	1209 Coliseum St	New Orleans	LA	70130
Current Resident	1210 Camp St Apt A	New Orleans	LA	70130
Current Resident	1210 Camp St Apt B	New Orleans	LA	70130
Current Resident	1210 Camp St Apt C	New Orleans	LA	70130
Current Resident	1210 Camp St Apt D	New Orleans	LA	70130
Current Resident	1211 Coliseum St	New Orleans	LA	70130
Current Resident	1213 Coliseum St	New Orleans	LA	70130
Current Resident	1215 Coliseum St	New Orleans	LA	70130
Current Resident	1215 Prytania St	New Orleans	LA	70130
Current Resident	1217 Coliseum St	New Orleans	LA	70130
Current Resident	1221 Coliseum St	New Orleans	LA	70130
Current Resident	1223 Coliseum St	New Orleans	LA	70130
Current Resident	1223 Coliseum St Unit 1	New Orleans	LA	70130
Current Resident	1223 Coliseum St Unit 2	New Orleans	LA	70130
Current Resident	1223 Coliseum St Unit 3	New Orleans	LA	70130
Current Resident	1225 Coliseum St	New Orleans	LA	70130
Current Resident	1231 Prytania St	New Orleans	LA	70130
Current Resident	1300 Prytania St	New Orleans	LA	70130
Current Resident	1301 Coliseum St	New Orleans	LA	70130
Current Resident	1301 Prytania St	New Orleans	LA	70130
Current Resident	1306 Prytania St	New Orleans	LA	70130
Current Resident	1307 Prytania St	New Orleans	LA	70130
Current Resident	1309 Prytania St	New Orleans	LA	70130

Current Resident	1311 Prytania St	New Orleans	LA	70130
Current Resident	1316 Prytania St	New Orleans	LA	70130
Current Resident	1316 Prytania St Apt 201	New Orleans	LA	70130
Current Resident	1316 Prytania St Apt 202	New Orleans	LA	70130
Current Resident	1316 Prytania St Apt 301	New Orleans	LA	70130
Current Resident	1316 Prytania St Apt 302	New Orleans	LA	70130
Current Resident	1316 Prytania St HM	New Orleans	LA	70130
Current Resident	1318 Prytania St	New Orleans	LA	70130
Current Resident	1318 Prytania St A	New Orleans	LA	70130
Current Resident	1318 Prytania St B	New Orleans	LA	70130
Current Resident	1318 Prytania St HM	New Orleans	LA	70130
Current Resident	1320 Prytania St	New Orleans	LA	70130
Current Resident	1320 Prytania St A	New Orleans	LA	70130
Current Resident	1320 Prytania St B	New Orleans	LA	70130
Current Resident	1322 Prytania St	New Orleans	LA	70130
Current Resident	1330 Prytania St	New Orleans	LA	70130
Current Resident	1330 Prytania St Apt 201	New Orleans	LA	70130
Current Resident	1330 Prytania St Apt 202	New Orleans	LA	70130
Current Resident	1331 Prytania St	New Orleans	LA	70130
Current Resident	1400 Prytania St	New Orleans	LA	70130
Current Resident	1400 Prytania St Unit A1	New Orleans	LA	70130
Current Resident	1400 Prytania St Unit B2	New Orleans	LA	70130
Current Resident	1400 Prytania St Unit C3	New Orleans	LA	70130
Current Resident	1400 Prytania St Unit D3	New Orleans	LA	70130
Current Resident	1401 Erato St	New Orleans	LA	70130
Current Resident	1402 Prytania St	New Orleans	LA	70130
Current Resident	1403 Prytania St	New Orleans	LA	70130
Current Resident	1404 Erato St	New Orleans	LA	70130
Current Resident	1404 Prytania St	New Orleans	LA	70130
Current Resident	1404 Prytania St Unit E1	New Orleans	LA	70130
Current Resident	1404 Prytania St Unit F2	New Orleans	LA	70130
Current Resident	1404 Prytania St Unit G2	New Orleans	LA	70130
Current Resident	1404 Prytania St Unit H3	New Orleans	LA	70130
Current Resident	1407 Prytania St	New Orleans	LA	70130
Current Resident	1409 Prytania St	New Orleans	LA	70130
Current Resident	1410 Erato St	New Orleans	LA	70130
Current Resident	1410 Thalia St	New Orleans	LA	70130
Current Resident	1412 Erato St	New Orleans	LA	70130
Current Resident	1412 Thalia St	New Orleans	LA	70130
Current Resident	1414 Erato St	New Orleans	LA	70130
Current Resident	1414 Thalia St	New Orleans	LA	70130
Current Resident	1415 Thalia St	New Orleans	LA	70130
Current Resident	1416 Erato St	New Orleans	LA	70130
Current Resident	1416 Thalia St	New Orleans	LA	70130
Current Resident	1421 Thalia St	New Orleans	LA	70130
Current Resident	1423 Thalia St	New Orleans	LA	70130
Current Resident	1425 Thalia St	New Orleans	LA	70130
Current Resident	1427 Thalia St	New Orleans	LA	70130

Current Resident	1500 Erato St HM	New Orleans	LA	70130
Current Resident	1502 Erato St	New Orleans	LA	70130
Current Resident	1504 Erato St	New Orleans	LA	70130
Current Resident	1506 Erato St	New Orleans	LA	70130
Current Resident	1508 Erato St	New Orleans	LA	70130
Current Resident	1510 Erato St	New Orleans	LA	70130
Current Resident	1512 Erato St	New Orleans	LA	70130
Current Resident	1516 Erato St	New Orleans	LA	70130
Current Resident	1516 Thalia St	New Orleans	LA	70130
Current Resident	1519 Erato St	New Orleans	LA	70130
Current Resident	1525 Erato St	New Orleans	LA	70130
Current Resident	1527 Erato St	New Orleans	LA	70130
Current Resident	1530 Clio St	New Orleans	LA	70130
Current Resident	1530 Thalia St	New Orleans	LA	70130
Current Resident	1533 Erato St	New Orleans	LA	70130
Current Resident	1533 Thalia St	New Orleans	LA	70130
Current Resident	1534 Erato St	New Orleans	LA	70130
Current Resident	1534 Thalia St	New Orleans	LA	70130
David Michael Allain	1424 Thalia St	New Orleans	LA	70130
Desert Palms LLC	C/O Atty Scott R Cheathar	New Orleans	LA	70139
Edward H Wikoff	406 Main St	Bay Saint Louis	MS	39520
Edward J Lilly	1219 Coliseum St	New Orleans	LA	70130
Edward Spencer Dorsey	1216 Camp St	New Orleans	LA	70130
Gakkai International-Usa Soka	606 Wilshire Blvd	Santa Monica	CA	90401
Jeffrey C Schmidtke	1008 Washington Ave	New Orleans	LA	70130
Kevin R Fannon	1232 Camp St	New Orleans	LA	70130
Matthew B Frost	1313 Prytania St	New Orleans	LA	70130
Melius David Barth SR	1404 Prytania St Suite E1	New Orleans	LA	70130
Michael L Robb	1233 Coliseum St	New Orleans	LA	70130
Michelle Anne Canerot	1223 Coliseum St #2	New Orleans	LA	70130
Nikola A Litven	1404 Prytania St Unit G2	New Orleans	LA	70130
Paul Geoffrey Willis	10700 Olive Way	Jones	OK	73049
Peterson Cherquria L	847 E Ashby Pl Apt 348	San Antonio	TX	78212
Pierre R Blemur	1213 Coliseum St	New Orleans	LA	70130
Prabhvir S Walia	7207 Viva Dr	Tujunga	CA	91042
Prabhvir Walia	1402 Prytania St Unit D3	New Orleans	LA	70130
Rice Capital Holdings I Limited Partnersh	1172 Camp St	New Orleans	LA	70113
Scott J Acosta	1226 Camp St	New Orleans	LA	70130
Selby Properties LLC	1404 Prytania St Suit E-1	New Orleans	LA	70130
Shane C Guillory	11211 N River Rd	Port Allen	LA	70767
Shelia I Connelly	1205 Coliseum St	New Orleans	LA	70130
St Theresa of Avila Roman Catholic Chur	7887 Walmsley Ave	New Orleans	LA	70125
Tasha Linn Tambeau	1223 Coliseum St Unit 1	New Orleans	LA	70130
Thalia Group LLC	2627 Magazine St	New Orleans	LA	70130
Thalia Street LLC	119 Kennedy Dr	Gretna	LA	70053
Todd O Mcdonald	1202 Camp St	New Orleans	LA	70130
Waldemar S Nelson & Co Inc	1200 St Charles Ave	New Orleans	LA	70130
Waldemar S Nelson& Co Inc	1200 St Charles Ave	New Orleans	LA	70130

Waldemar S Nelsoncompany Inc	1200 St Charles Ave	New Orleans	LA	70125
Zeringue Jonathan	1404 Prytania St Unit F2	New Orleans	LA	70130

CITY AGENCIES AND NEIGHBORHOOD ORGANIZATIONS (EMAIL)

Name	Organization	Email
Lower Garden District Association	Lower Garden District A	contact@lgdanola.com
City Planning Commission	City Planning Commissi	cpcinfo@nola.gov
Council District B	Lesli Harris	lesli.harris@nola.gov

Margaret Place Park
Calliope Street
Magazine Street
US 90 BUS
Camp Street
Coliseum Street
Erato Street
LOWER GARDEN DISTRICT
1135
1174
1176
1226
1306
1130

1710

City Planning Commission Speaker Card

5

Date: 9/23/25

I would like to speak regarding CPC Docket: 052/25

IN SUPPORT

Name: MATT RYAN

Address: 1017 EUTAW ST.

○ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

October 3, 2025 (Updated October 9, 2025)

Honorable President and Members
New Orleans City Council
City Hall - Civic Center
1300 Perdido Street
New Orleans, La. 70112

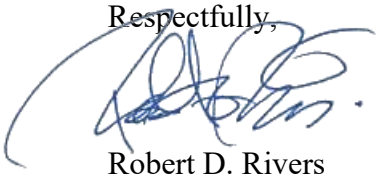
Re: Transmittal of City Planning Commission Reports

The City Planning Commission, at its meeting of September 23, 2025, acted on the following zoning dockets.

Item	Request	Address(es), if applicable	CPC Recommendation	Council District	Council Deadline
Zoning Docket 051/25 City Council Motion No. M-25-400	Amendment to Ordinance No. 30,208 MCS (Zoning Docket 80/24), which established a conditional use to permit a community center in an HU-RM1 Historic Urban Multi-Family Residential District, to amend proviso six to allow for additional flexibility to meet the parking requirement and to consider any waivers that are necessary to achieve this goal.	2300-2308 South Liberty Street, 2224-2226 Philip Street, and 2229-2237 First Street	Approval with 6 provisos	B	60 days from receipt
Zoning Docket 052/25 Victor R. Farrugia	Conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District	1300-1316 Prytania Street	Approval with 6 provisos	B	60 days from receipt

Zoning Docket 054/25 Tullis Investments, LLC	Conditional use to permit a gas station in a C-1 General Commercial District	4500 Woodland Drive	Approval with 3 provisos	C	60 days from receipt

Respectfully,



Robert D. Rivers

RDR/skk/rb

MOTION

NO. M-25-543

CITY HALL: October 23, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to six (6) provisos, related to **ZONING DOCKET 052/25** for property located at Square 189, Lots 3 and 4 in the First Municipal District, bounded by Prytania Street, Erato Street, Camp Street, and Thalia Street, bearing municipal address 1316 Prytania Street, initiated by Victor R. Farrugia, requesting a conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed Use District, is hereby received and the request is **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Council Land Use Officer, who is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission
Staff Report
Tuesday, September 23, 2025

Zoning Docket 054-25
Prepared by: Haley Webb
Date: 9/30/25
Deadline for CPC action: 11/22/2025
CC Deadline: 60 days from receipt
City Council District: C - King

Applicant: Tullis Investments, LLC
Request: Conditional use to permit a gas station in a C-1 General Commercial District.
Property Description: Lot 20-A1, Section 20, Tall Timbers, in the Fifth Municipal District, bounded by Woodland Drive, Tullis Drive, and Woodland Highway
Address(es): 4500 Woodland Drive

Description

The subject site, located on the corner of Woodland Drive and Tullis Drive, is comprised of one lot of record that totals approximately 21,000 square feet of total lot area with a single-story commercial building totaling approximately 2,242 square feet. The proposed gas canopy will be approximately 1,920 square feet to cover three gas pumps.

The site used to be a gas station though it has been unoccupied for a continuous period of one-hundred eighty (180) days or greater.

Figure 1: Zoning Map

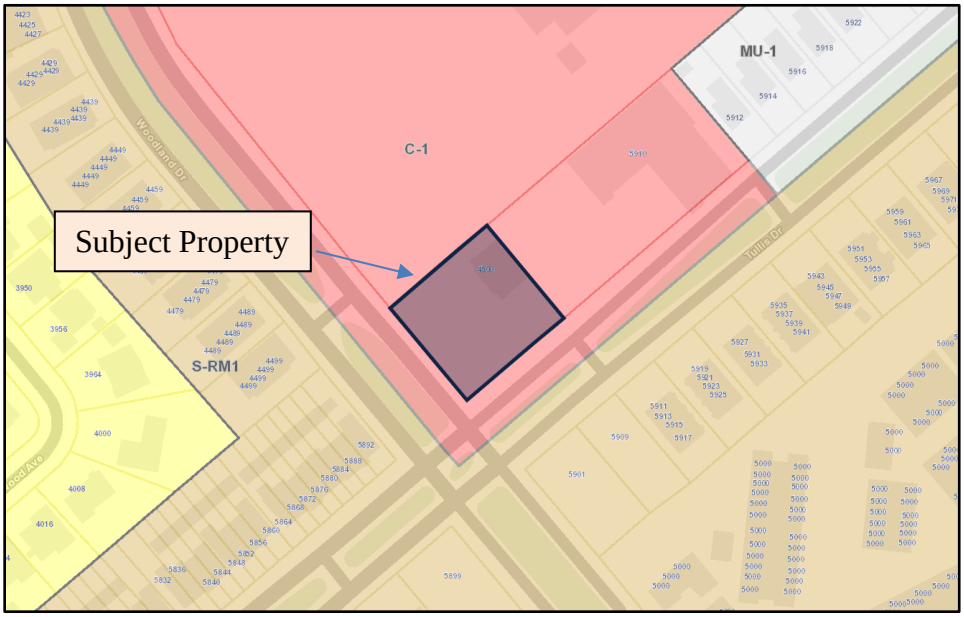


Figure 2: Proposed Site Plan

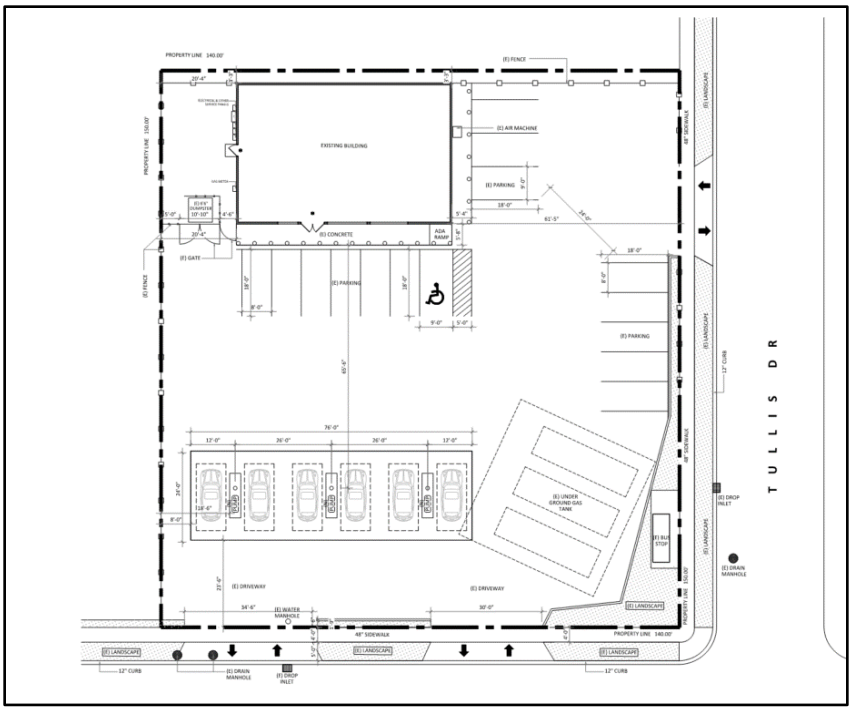
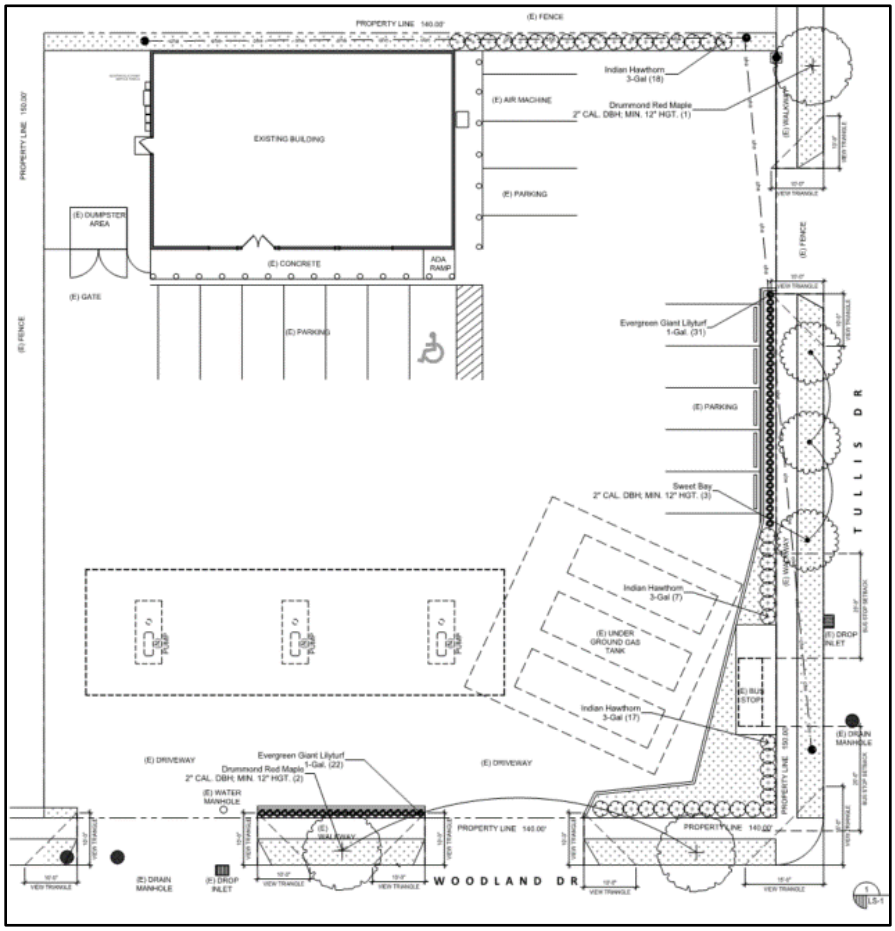
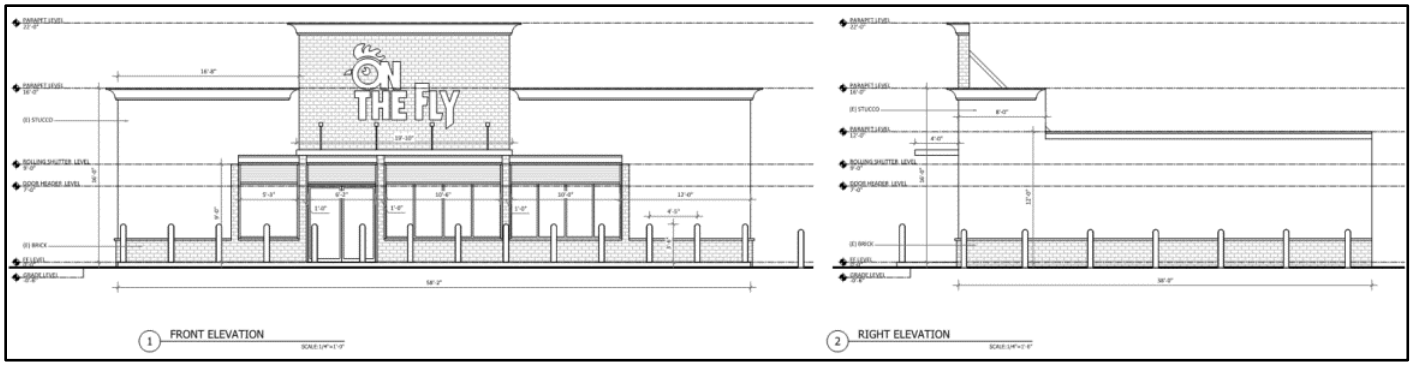
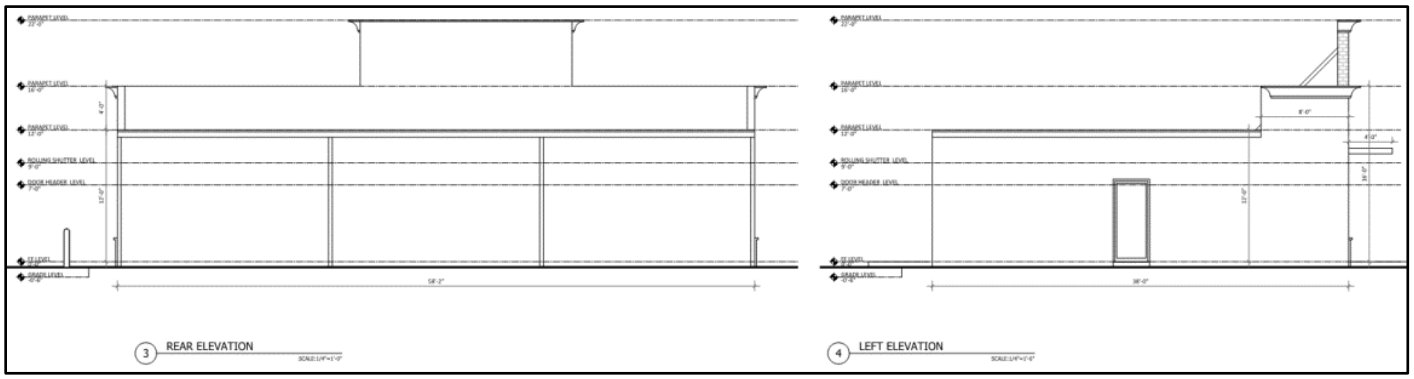


Figure 2: Proposed Landscaping Plan



Figures 3 and 4: Existing Building Elevations





Reason for Commission Review

Per **Article 15, Section 15.2.A (Table 15-1),** a Gas Station is deemed a conditional use in the C-1 General Commercial District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards for Gas Stations (Article 20, Section 20.3.EE)	
Requirement	**Notes**
1. Gas station canopies shall be designed with lighting recessed under the canopy to minimize light pollution.	A proviso will be included that contains all use standard applicable to this location.
2. All gas station driveways shall be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets. Gas stations are limited to two (2) curb cuts. For a corner lot, curb cuts are restricted to one (1) curb cut on each street.	
3. Gas stations may offer convenience items for sale. Retail sales of alcoholic beverages is a separate principal	

use and is only permitted when allowed in the zoning district.	
4. All structures shall comply with the building design standards of the zoning district. Public entrances shall face the street. Attendant structures shall include windows to allow visibility to all parts of the site.	
5. Gas stations shall be effectively screened from view at the edges of sites adjacent to residential properties in order to minimize the impact of exterior site lighting and headlight glare. Such screening shall consist of a masonry wall, a solid fence, or dense evergreen hedge at least six (6) feet in height. Plant materials shall be installed along the fence or wall to provide a softening effect.	
6. Gas stations may also include an automatic car wash with one (1) bay.	
7. In addition, gas stations may be included accessory to a "Minor Motor Vehicle Repair and Service" establishment. However, "Minor Motor Vehicle Repair and Service" areas are subject to the provisions of this Article.	
8. A minimum five (5) foot front landscape yard shall be provided along a public right-of-way. The site shall meet all applicable requirements of Article 23.	
9. The volume on any audio component shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on any audio component shall comply with all local noise regulations.	
10. Gas stations are comprised of three (3) main areas: the main structure including parking area, the fuel pump island(s), and the fuel tank "tank farm" area. All development plans for gas stations shall indicate each of these three (3) areas. The fuel tank "tank farm" area shall include the following information: the number, size, and configuration of all underground storage tanks.	
11. All underground storage tanks and fuel delivery systems shall meet or exceed minimum requirements, as regulated by EPA and DOT, for leak detection and preventative measures.	

12. All stormwater runoff from site operations shall be discharged into the Municipal Separate Storm Sewer System (MS4), subject to the following: a. Stormwater from the main structure area is not permitted to run off into the fuel pump island(s) and the fuel tank "tank farm" areas. b. The fuel pump island(s) and the fuel tank "tank farm" areas shall be sloped in such a way as to funnel stormwater into grass or vegetative strips contained within the site. c. The fuel pump island(s) and the fuel tank "tank farm" areas shall be constructed as a spill containment pad to prevent stormwater run-off onto the adjacent main structure areas and all other areas not protected by a grass of vegetative strip.	

Parking Requirements

Pursuant to **Article 22, Section 22.4.A (Table 22-1)**, two parking spaces must be provided per gas pump, one parking space per 500 square feet of retail area, two parking spaces per service bay of accessory motor vehicle service and repair, and four stacking spaces for a car wash bay. Given that the proposal does not include an accessory motor vehicle service and repair area nor a car wash bay, those requirements are not applicable for this development. In total, the proposal meets all parking requirements.

Parking Requirements				
	Requirement	**Exceptions**	**Total Required**	**Provided**
Vehicle Parking	1 space per 500 square feet of retail area 2 spaces per gas pump		11	16
Bicycle Parking	None			
Loading	None			

Landscape Requirements

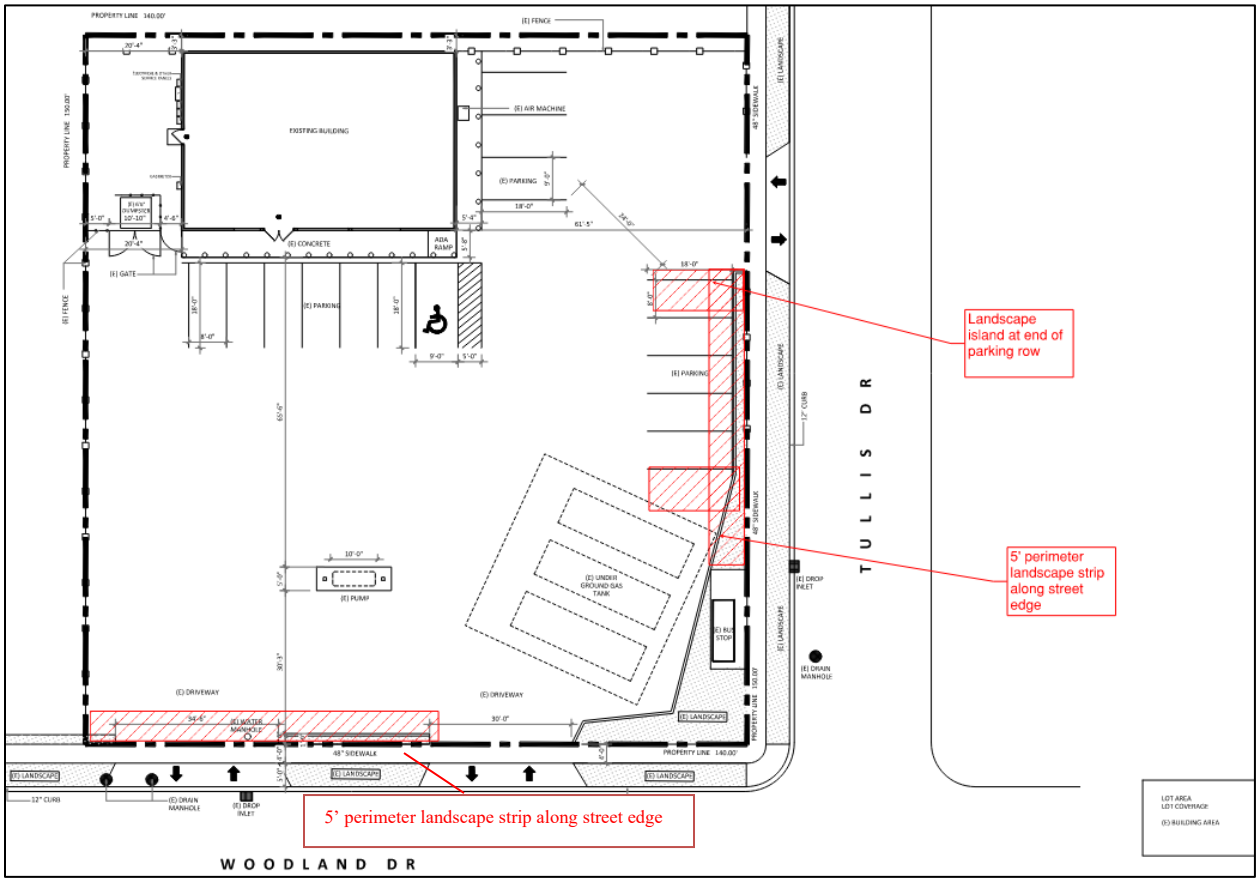
Per Article 20, Section 20.3.EE.2, gas stations are limited to two (2) curb cuts. The applicant has provided a total of three (3) curb cuts, therefore one (1) curb cut will need to be removed along Woodland Drive prior to final approval. This has been addressed in a proviso mentioned above.

Updated plans are required in order to ensure compliance with **Article 23, Section 23.7 Parking Lot Landscape.** Therefore, staff recommends the following proviso:

In accordance with **Section 23.7.C.2** and **Section 23.7.C.3** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

- In addition to parking lot islands, additional landscaped areas shall be provided within the interior of parking lots. All rows of parking spaces shall terminate in a parking lot island or landscaped area. The minimum total landscaped area, including parking lot islands, is ten percent (10%) of the total parking lot area, excluding any area of perimeter parking lot landscape.
- Parking lot islands or landscaped areas shall be at least one-hundred sixty (160) square feet in area. However, parking lot islands shall be the same dimension as the parking stall. Double rows of parking shall provide parking lot islands that are the same dimension as the double row.

Figure 5: Landscape Requirement Markup by Staff



Anticipated impact on surrounding land uses

The proposed use is compatible with the mixed-use commercial car-centric character of the surrounding area. The applicant is bringing a vacant gas station back into commerce while improving the visibility and character of the site. Considering the location of the site adjacent to an auto-oriented commercial center structure (Tall Timbers Mall Shopping Center), and the fact it was previously used as a gas station, staff does not anticipate negative impacts on surrounding land uses.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the

appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met.

The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Mixed-Use Medium Density." The goal, range of uses, and development character for that designation are copied below.

> **MIXED-USE MEDIUM DENSITY NEIGHBORHOOD**
>
> **Goal:** Create medium-density neighborhood centers to enhance walkability and serve as focal points within neighborhoods. Proximity to transit encouraged.
>
> **Range of Uses:** Medium-density single-family, two-family and multifamily residential and commercial uses. Limited light industrial uses (small food manufacturers, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** Height, mass and density of new development varied to ensure proper transitions to surrounding lower density residential neighborhoods. Many structures will feature ground floor retail with residences on upper floors. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed development generally meets the goal, range of uses and development character of the Mixed-Use Medium Density Neighborhood future land use designation. While gas stations are primarily a car centric use, this is a reuse of a former gas station site which does not conflict with the master plan.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met.

The site is located within a C-1 General Commercial District. The purpose of the C-1 District is intended to provide appropriate locations for a variety of commercial activities, generally serving a wide area and

located particularly along commercial corridors with a mix of commercial, service, and residential activities. Areas of the C-1 District are oriented toward pedestrians but also accommodate larger commercial uses generally accessed by automobiles. The proposal to restore a formerly used gas station would be consistent with the surrounding area and would achieve the goals of the zoning district.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met.

The proposal meets most of the associated use standards listed in **Article 20, Section 20.3.EE** and will meet all environmental performance standards listed in **Article 21, Section 21.3.** A proviso has been included to rectify any inefficiencies not met within the applicable use standards.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met.

The proposed use is to occupy a formerly used gas station and abuts other commercial and residential uses. While the site does not currently meet the landscape requirements of the CZO, a proviso to that effect will ensure that the proposal includes improvements that will bring the site into compliance.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. Currently, the applicants have not stated an intent to request any variances, nor are any needed at this time.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. The proposal would return a vacant site to use, and the staff recommended provisos would address potential adverse impacts.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 054/25 subject to three (3) provisos:

Provisos

1. In Accordance with **Article 20, Section 20.3.EE** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
    a. Gas station canopies shall be designed with lighting recessed under the canopy to minimize light pollution.

b. All gas station driveways shall be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets. Gas stations are limited to two (2) curb cuts. For a corner lot, curb cuts are restricted to one (1) curb cut on each street.

c. Gas stations may offer convenience items for sale. Retail sales of alcoholic beverages is a separate principal use and is only permitted when allowed in the zoning district.

d. All structures shall comply with the building design standards of the zoning district. Public entrances shall face the street. Attendant structures shall include windows to allow visibility to all parts of the site.

e. Gas stations shall be effectively screened from view at the edges of sites adjacent to residential properties in order to minimize the impact of exterior site lighting and headlight glare. Such screening shall consist of a masonry wall, a solid fence, or dense evergreen hedge at least six (6) feet in height. Plant materials shall be installed along the fence or wall to provide a softening effect.

f. Gas stations may also include an automatic car wash with one (1) bay.

g. In addition, gas stations may be included accessory to a "Minor Motor Vehicle Repair and Service" establishment. However, "Minor Motor Vehicle Repair and Service" areas are subject to the provisions of this Article.

h. A minimum five (5) foot front landscape yard shall be provided along a public right-of-way. The site shall meet all applicable requirements of Article 23.

i. The volume on any audio component shall be maintained at a level so as not to be audible in adjoining residential districts. The volume on any audio component shall comply with all local noise regulations.

j. Gas stations are comprised of three (3) main areas: the main structure including parking area, the fuel pump island(s), and the fuel tank "tank farm" area. All development plans for gas stations shall indicate each of these three (3) areas. The fuel tank "tank farm" area shall include the following information: the number, size, and configuration of all underground storage tanks.

k. All underground storage tanks and fuel delivery systems shall meet or exceed minimum requirements, as regulated by EPA and DOT, for leak detection and preventative measures.

l. All stormwater runoff from site operations shall be discharged into the Municipal Separate Storm Sewer System (MS4), subject to the following:

i. Stormwater from the main structure area is not permitted to run off into the fuel pump island(s) and the fuel tank "tank farm" areas.

ii. The fuel pump island(s) and the fuel tank "tank farm" areas shall be sloped in such a way as to funnel stormwater into grass or vegetative strips contained within the site.

iii. The fuel pump island(s) and the fuel tank "tank farm" areas shall be constructed as a spill containment pad to prevent stormwater run-off onto the adjacent main structure areas and all other areas not protected by a grass of vegetative strip.

2. In accordance with **Section 23.7.C.2** and Section **23.7.C.3** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

a. In addition to parking lot islands, additional landscaped areas shall be provided within the interior of parking lots. All rows of parking spaces shall terminate in a parking lot island or landscaped area. The minimum total landscaped area, including parking lot islands, is ten percent (10%) of the total parking lot area, excluding any area of perimeter parking lot landscape.

b. Parking lot islands or landscaped areas shall be at least one-hundred sixty (160) square feet in area. However, parking lot islands shall be the same dimension as the parking stall. Double rows of parking shall provide parking lot islands that are the same dimension as the double row.

3. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

CITY PLANNING COMMISSION MEETING (September 23, 2025)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicant's representative, speaking in support of the request.

There was general discussion among the Commission. Commissioner Flick made a motion to approve the application as recommended by the staff. Commission Joshi-Gupta seconded the motion, which was adopted.

MOTION:
BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 054/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO THREE (3) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

1. In Accordance with **Article 20, Section 20.3.EE** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
    a. Gas station canopies shall be designed with lighting recessed under the canopy to minimize light pollution.
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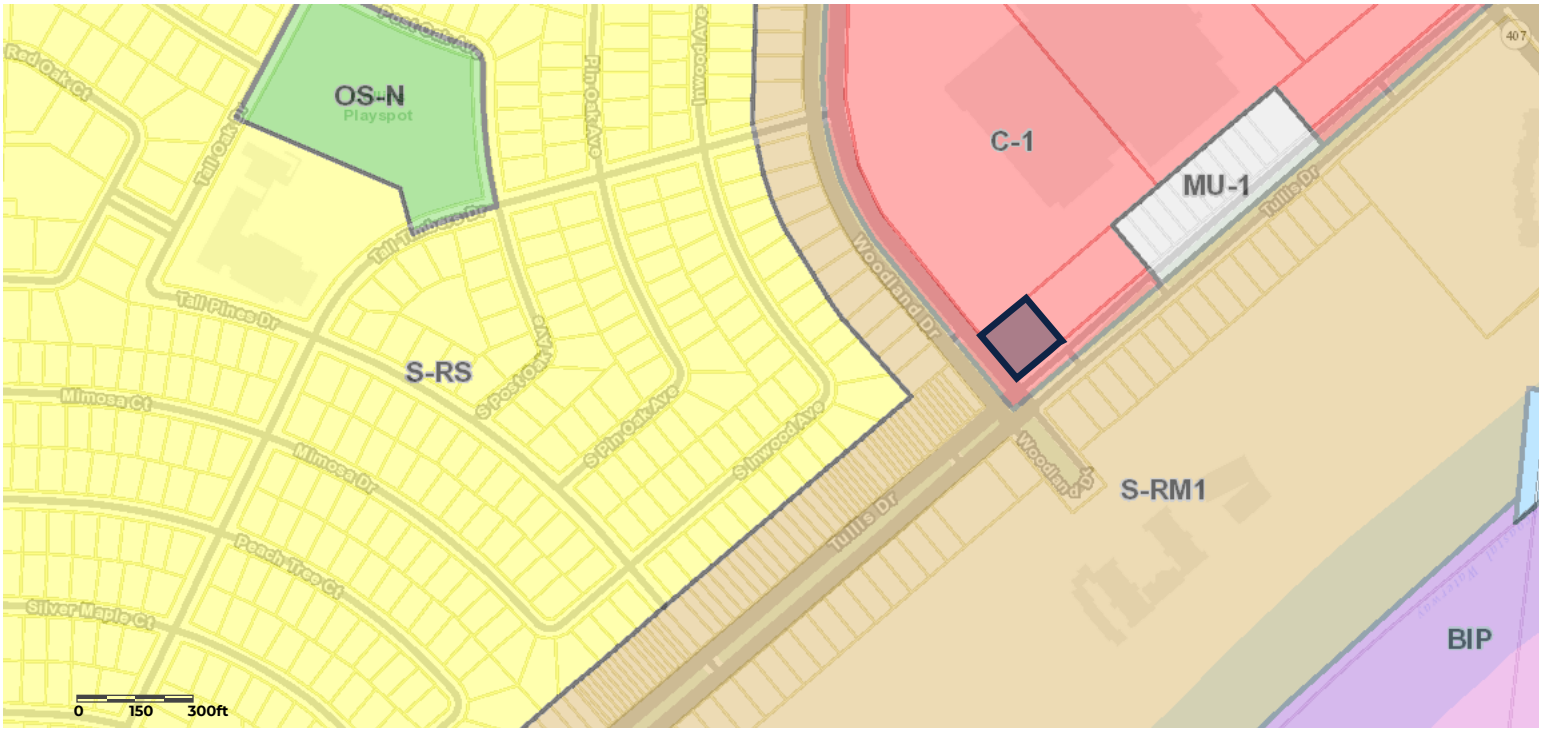
YEAS: Brown, Jordan, Flick, Joshi-Gupta, Lunn, Stewart

NAYS:

ABSENT: Steeg, Witry

City of New Orleans Property Viewer
4500 WOODLAND DR, LA, 70131



Property Information

Building Number

Unit Number

Site Address
4500 WOODLAND DR, LA, 70131

First Owner Name
TULLIS INVESTMENTS LLC

Second Owner Name

Mailing Address
C/O NAR SOLUTIONS INC, BMO 85 PO BOX 1414

Mailing City
MINNEAPOLIS

Mailing State
MN

Mailing Zip 5
55480

Mailing Zip +4
1414

Use Code

Property Description
TALL TIMBERS PT SECTION 20-A OR 20-A1 140 X 150 4500 WOODLAND DR & TULLIS DR

GeoPIN
41189006

Tax Bill ID
513829536

Lot
20-A1

Square

BLOCK
SEC

PARID
4500-WOODLANDDR

Parcel Area (sq.ft.)
21000

Parcel Dimensions (ft.)
140x150

Assessor Records and Sales/Transfer Information (https://beacon.schneidercorp.com/Application.aspx?AppID=979&LayerID=19792&PageTypeID=4&PageID=8663&Q=1886938444&KeyValue=4500-WOODLANDDR)

Zoning

Zoning District
C-1

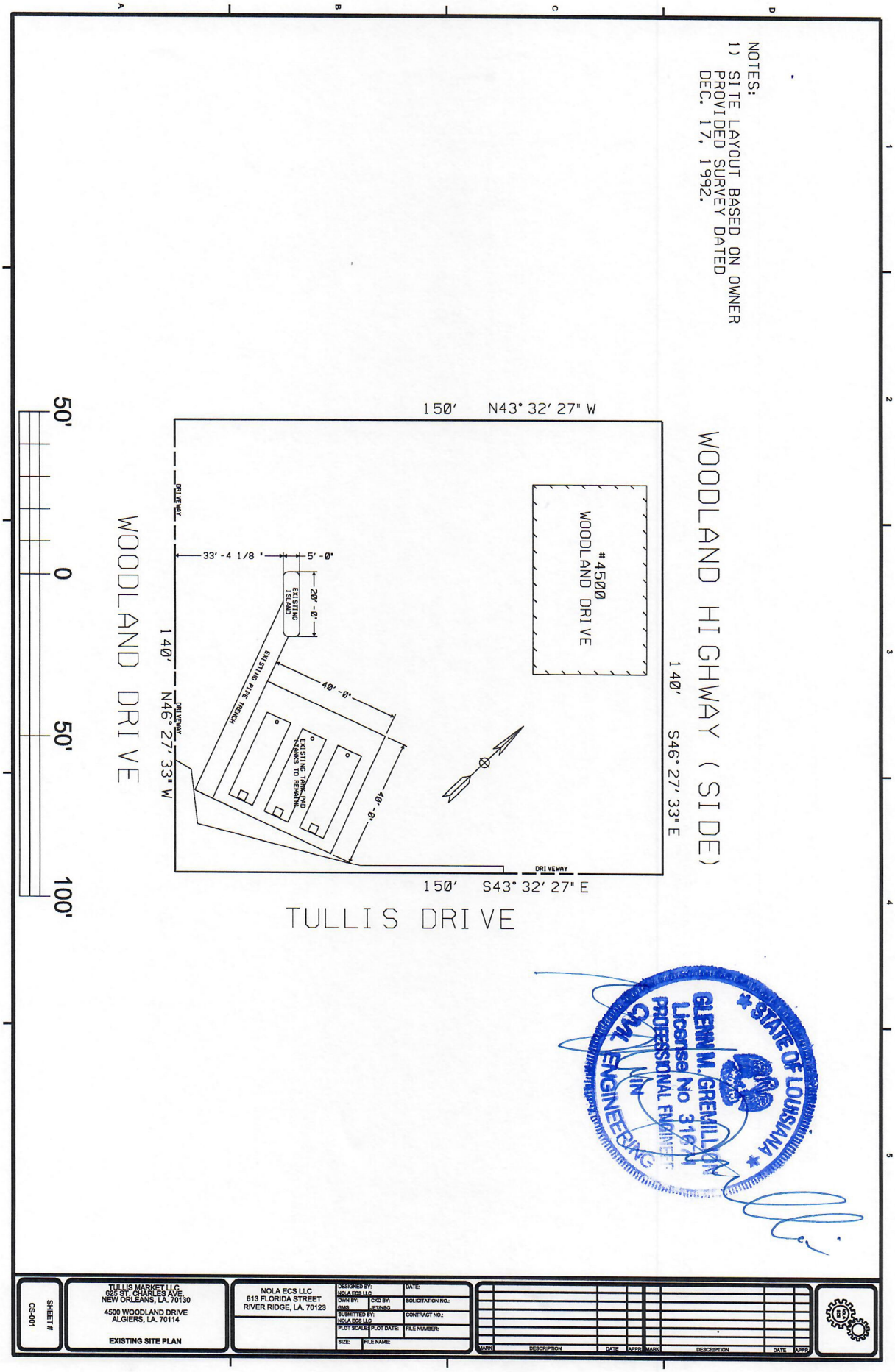
Zoning Description
General Commercial District (http://czo.nola.gov/article-15/)

Future Land Use

Future Land Use
MUM

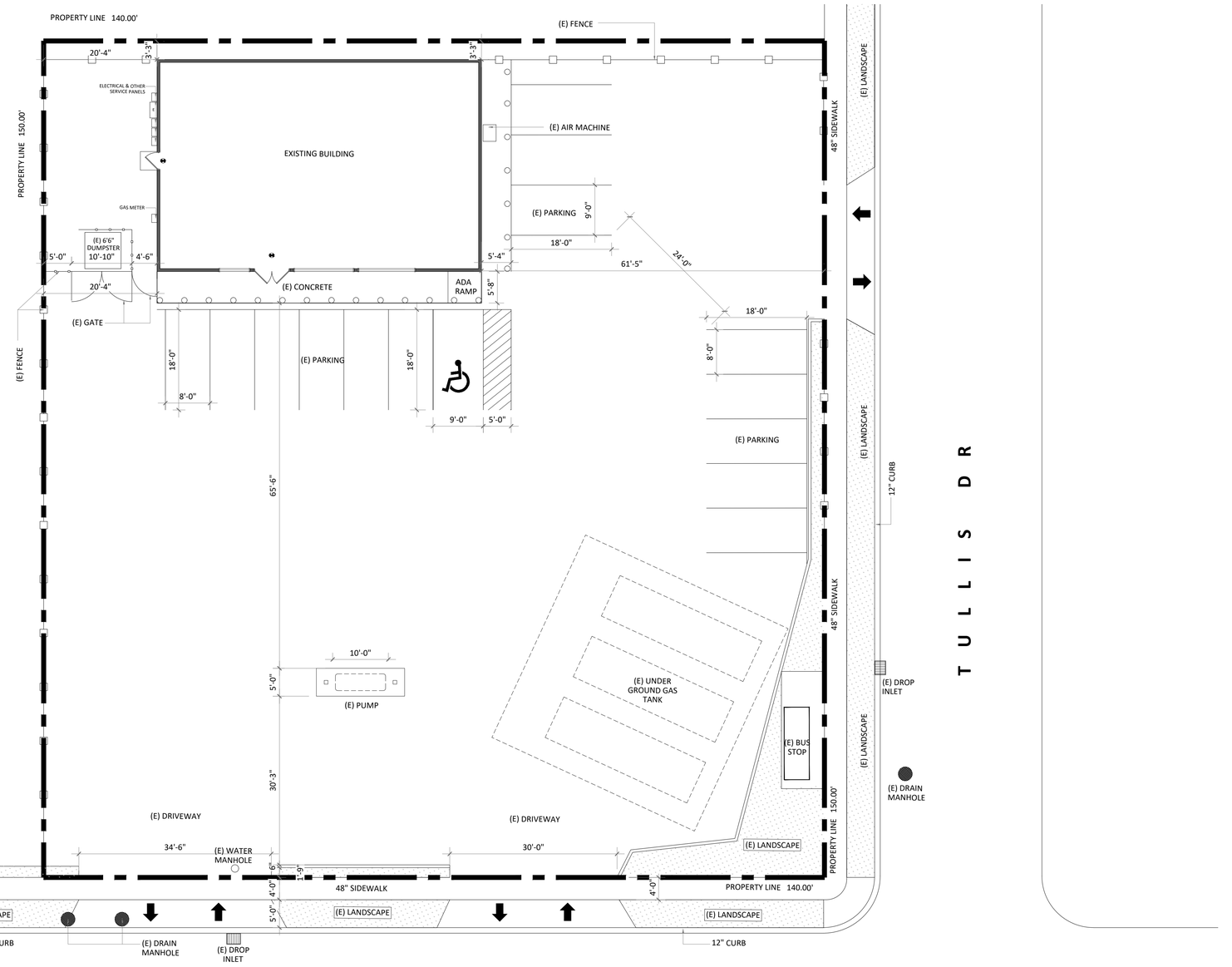
Future Land Use Description
Mixed-Use Medium Density (https://masterplan.nola.gov/volume-2/13/#2-13-c)

SURVEY


NOTES:
1) SITE LAYOUT BASED ON OWNER PROVIDED SURVEY DATED DEC. 17, 1992.
WOODLAND HIGHWAY (SIDE)
WOODLAND DRIVE
TULLIS DRIVE
150' N43° 32' 27" W
140' S46° 27' 33" E
150' S43° 32' 27" E
140' N46° 27' 33" W
#4500 WOODLAND DRIVE
DRIVEWAY
33'-4 1/8"
5'-0"
20'-0"
EXISTING ISLAND
EXISTING PIPE TRENCH
40'-0"
40'-0"
EXISTING TANK PAD LEAKS TO REMAIN
50' 0 50' 100'
STATE OF LOUISIANA
GLENN M. GREMILLION
License No 31871
PROFESSIONAL ENGINEER
GML ENGINEERING
TULLIS MARKET LLC
625 ST. CHARLES AVE.
NEW ORLEANS, LA. 70130
4500 WOODLAND DRIVE
ALGIERS, LA. 70114
EXISTING SITE PLAN
NOLA ECS LLC
613 FLORIDA STREET
RIVER RIDGE, LA. 70123
DESIGNED BY: NOLA ECS LLC
DWN BY: GMG
CKD BY: ELTMBG
SUBMITTED BY: NOLA ECS LLC
PLOT SCALE:
PLOT DATE:
SIZE:
FILE NAME:
DATE:
SOLICITATION NO.:
CONTRACT NO.:
FILE NUMBER:
MARK DESCRIPTION DATE APPR
SHEET # CS-001

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

TULLIS INVESTMENT LLC
4500 WOODLAND DR, NEW ORLEANS, LA 70131



T U L L I S D R

W O O D L A N D D R

LOT AREA	-	21000 SQ.FT.
LOT COVERAGE	-	10.52 %
(E) BUILDING AREA	-	2210 SQ.FT.

1 EXISTING SITE PLAN
SCALE:3/32"=1'-0"

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

CLIENT INFORMATION :

ASHRAF SALEM
4500 WOODLAND DR
NEW ORLEANS, LA 70131
5042241231
Asalem@emwireless.com

STRUCTURAL ENGINEER :-

PROJECT TITLE:

TULLIS INVESTMENT LLC
4500 WOODLAND DR
NEW ORLEANS, LA 70131

PROFESSIONAL SEAL:

STATE OF LOUISIANA
MUJAHED SHALABI
License No. 40444
PROFESSIONAL ENGINEER
CIVIL ENGINEERING

REVISIONS:	DATE:
R1	8/18/2025

PROJECT NO. :	CLIENT PROJECT:
DRAWN:	CHECKED:
M.S.	

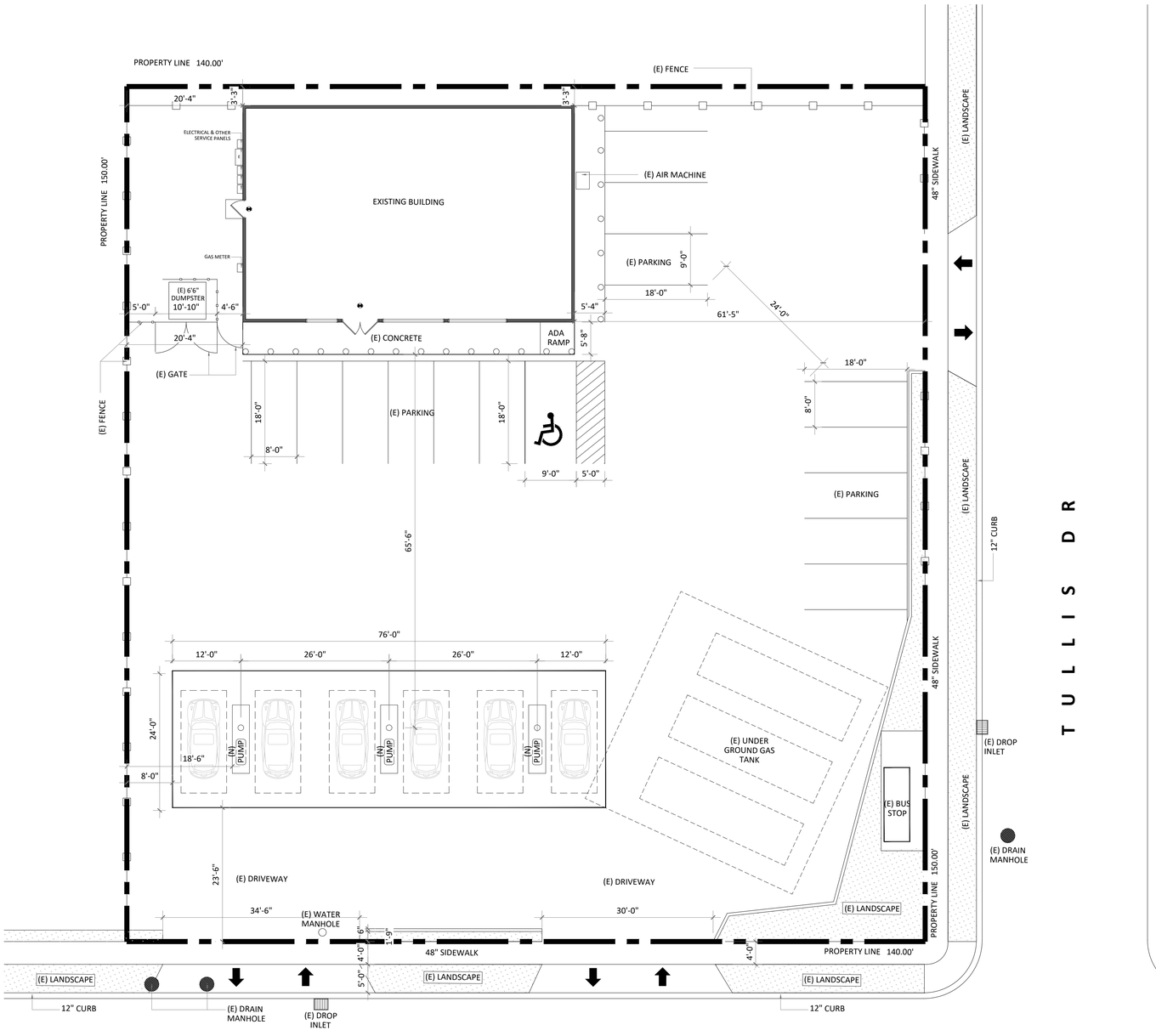
DRAWING TITLE:

EXISTING SITE PLAN

A01

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

TULLIS INVESTMENT LLC
4500 WOODLAND DR, NEW ORLEANS, LA 70131



1 PROPOSED SITE PLAN
SCALE:3/32"=1'-0"

LOT AREA	-	21000 SQFT.
LOT COVERAGE	-	19.66 %
(E) BUILDING AREA	-	2210 SQFT.
(N) CANOPY AREA	-	1919 SQFT.

1728

QUDS ENGINEERING & DESIGN
QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

CLIENT INFORMATION :
ASHRAF SALEM
4500 WOODLAND DR
NEW ORLEANS, LA 70131
5042241231
Asalem@emwireless.com

STRUCTURAL ENGINEER :-

PROJECT TITLE:
TULLIS INVESTMENT LLC
4500 WOODLAND DR
NEW ORLEANS, LA 70131

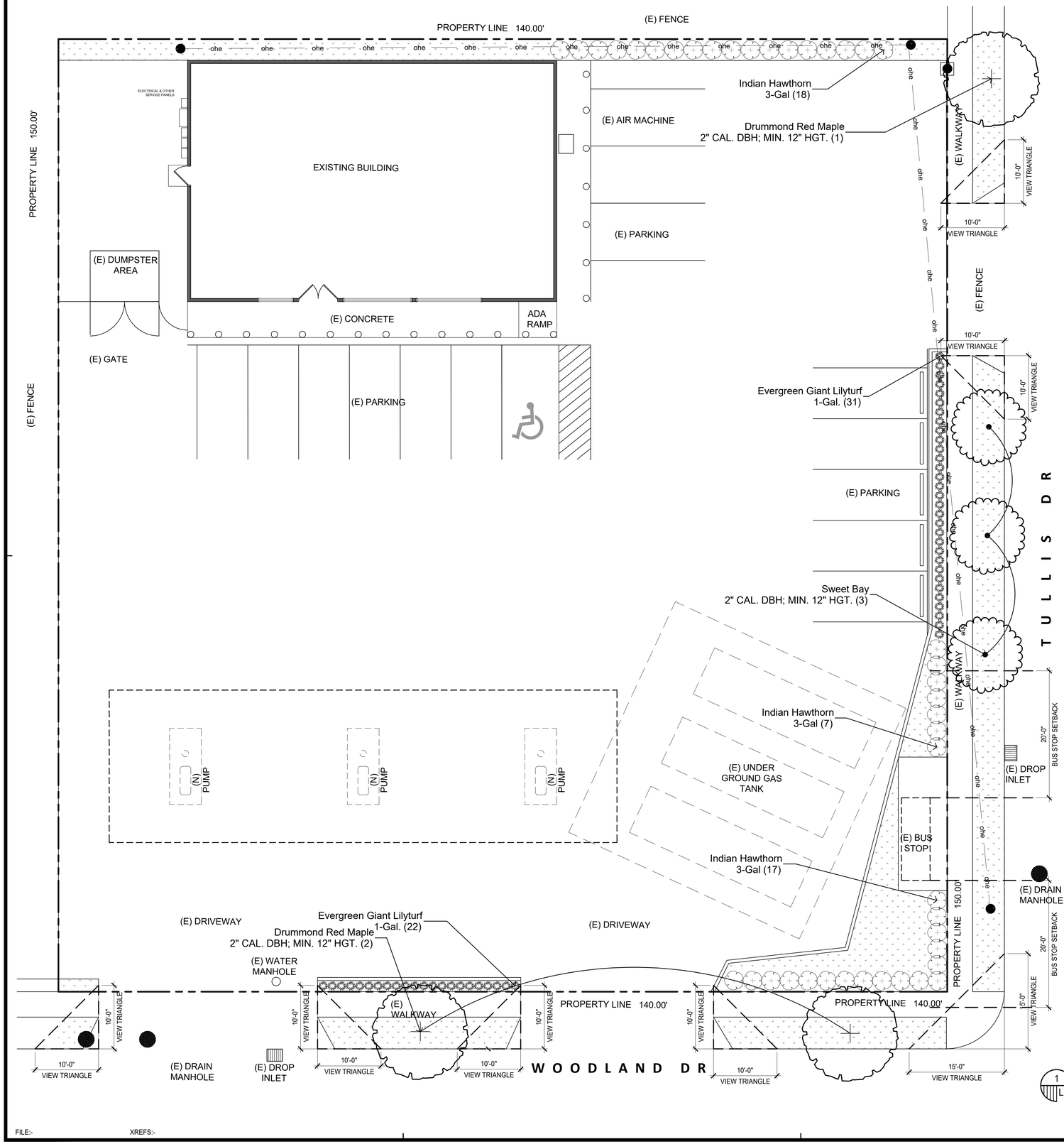
PROFESSIONAL SEAL:
STATE OF LOUISIANA
MUJAHED SHALABI
License No. 40444
PROFESSIONAL ENGINEER
CIVIL ENGINEERING

REVISIONS:	DATE:
R1	8/18/2025

PROJECT NO. :	CLIENT PROJECT:
DRAWN:	CHECKED:
M.S.	

DRAWING TITLE:
PROPOSED SITE PLAN

A02



PLANT SCHEDULE			
SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
TREES			
+	Acer rubrum drummondii / Drummond Red Maple	2" CAL. DBH; MIN. 12" HGT.	3
•	Magnolia virginiana / Sweet Bay	2" CAL. DBH; MIN. 12" HGT.	3
SHRUBS			
	Liriope muscari 'Evergreen Giant' / Evergreen Giant Lilyturf	1-Gal.	53
	Rhaphiolepis indica `Clara` / Indian Hawthorn MIN. 24" HGT.	3-Gal	42
GROUND COVERS			
	Stenotaphrum glabrum americanum / St. Augustine Grass FIELD VERIFY	SLAB SOD	1,543 sf
AS REQUIRED	CHOPPED PINE STRAW	MULCH	COMPACTED TO 3" THICK

1 LS-1 LANDSCAPE PLAN 1/8" = 1' - 0"

0 4' 8' 12' 16' 32'

North

landscape architects & planners
Guy Grissom Design, LLC
5500 Prytania #623
New Orleans, LA 70115
PHONE (504) 415-5094
guygrissomdesignllc@gmail.com

This drawing is copyrighted and is the sole property of Guy Grissom Design LLC, any use or reproduction of this drawing or the information contained herin without the written permission of Guy Grissom Design LLC, is prohibited, all rights reserved.

JULIAN'S FOOD MART
4500 WOODLAND DRIVE
NEW ORLEANS, LA

Project No:

Revisions:

No:	Date:	Description:

Date: 17 AUG 2025
Drawn: GUY GRISSOM
Checked:

Sheet Title:

LANDSCAPE PLAN

Drawing No.

LS-1

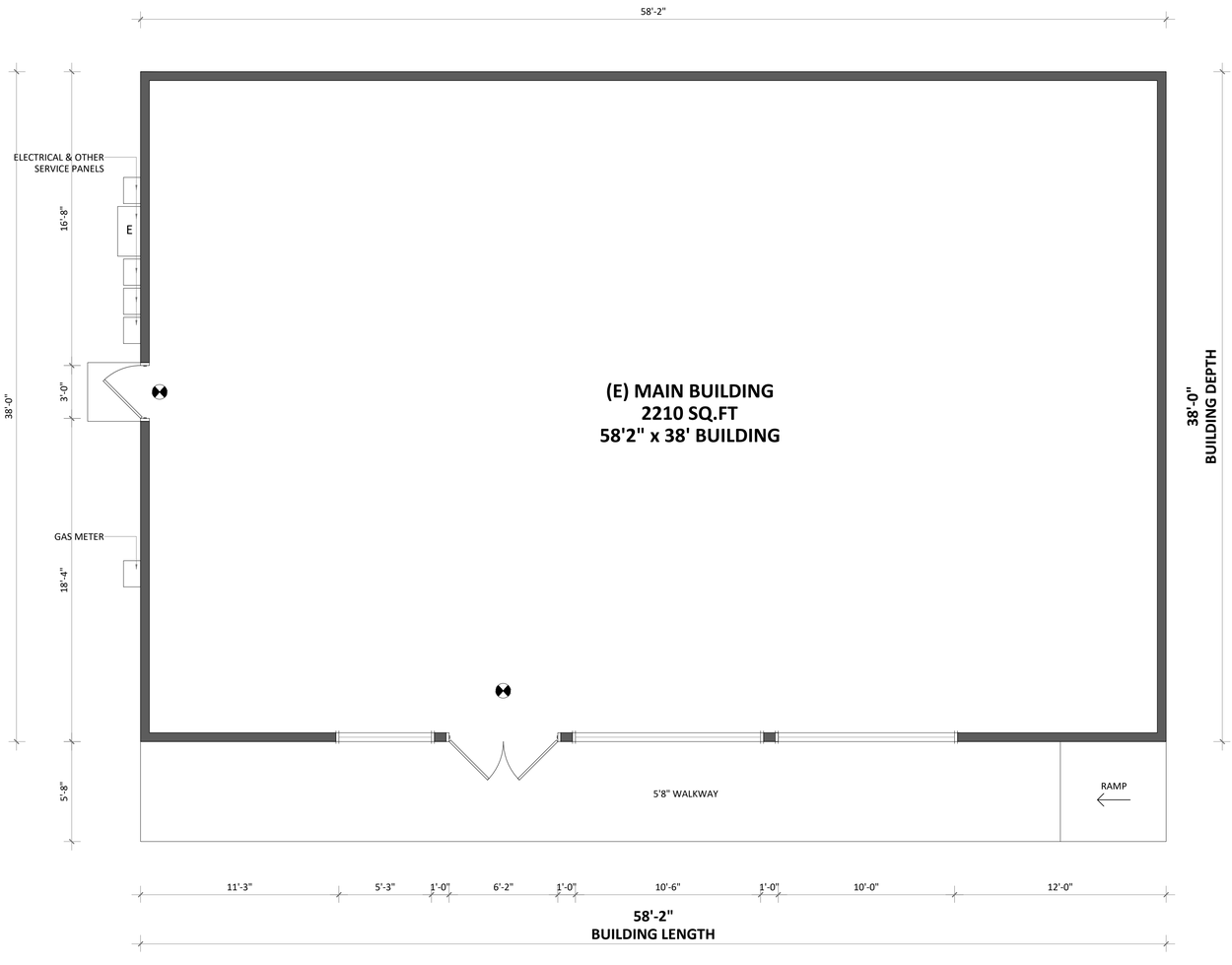
Sheet No.
Of:

STATE OF LOUISIANA
GUY T. GRISSOM
REG. No. G-238
LICENSED LANDSCAPE ARCHITECT

FILE:- XREFS:-

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

TULLIS INVESTMENT LLC
4500 WOODLAND DR, NEW ORLEANS, LA 70131



(E) BUILDING AREA -	2210 SQFT.
	EXIT SIGN

1 BUILDING PLAN
SCALE:1/4"=1'-0"

QUDS ENGINEERING & DESIGN

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

CLIENT INFORMATION :

ASHRAF SALEM
4500 WOODLAND DR
NEW ORLEANS, LA 70131
5042241231
Asalem@emwireless.com

STRUCTURAL ENGINEER :-

PROJECT TITLE:

TULLIS INVESTMENT LLC
4500 WOODLAND DR
NEW ORLEANS, LA 70131

PROFESSIONAL SEAL:

STATE OF LOUISIANA
MUHAED SHALABI
License No. 40444
PROFESSIONAL ENGINEER
CIVIL ENGINEERING

REVISIONS:	DATE:
R1	8/18/2025

PROJECT NO. :	CLIENT PROJECT:
DRAWN:	CHECKED:
M.S.	

DRAWING TITLE:

BUILDING PLAN

A03

1730

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www.QudsDesigns.com
504-462-8156

ON THE WAY
TULLIS INVESTMENT LLC
4500 WOODLAND DR | NEW ORLEANS , LA 70131

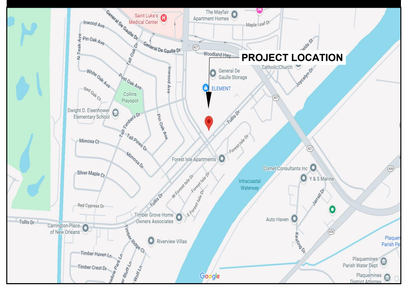
SCOPE OF WORK

- AN EXISTING CONVENIENT STORE
- EXISTING CONVENIENT STORE TO ADD 3 GAS PUMPS WITH EXISTING UNDERGROUND FEUL TANKS

N

NOTE: MAP NOT TO SCALE

SITE LOCATION



BUILDING INFO

NOTES
- BUILDING IS NOT-SPRINKLED
- BUILDING IS NOT EQUIPED WITH FIRE SAFETY SYSTEM
- BUILDING IS EQUIPED WITH FIRE EXTINGUISHER

OCCUPANCY
- **NFPA**: OCCUPANCY (**MERCANTILE-M)**
- **IBC**: OCCUPANCY - **(MERCANTILE-M)**

CONSTRUCTION TYPE
- V-B

BUILDING AREA
- **GROSS AREA =** **2210 SQFT.**

- CUSTOMERS AREA = 996 SQFT.
- EMPLOYEE AREA = 1214 SQFT.

EGRESS LAYOUT (*TABLE 1017.2*)
THE LENGTH FOR ALL EGRESS PATHWAYS ARE **LESS THAN 200'-0"**.

MEANS OF EGRESS - FOR NON-SPRINKLED BLDG.
- EXIT CAPACITY REQUIRED FOR MAIN BUILDING = 25x0.2 =5" (MIN. WIDTH)
- PROVIDED (1 SINGLE + 1 DOUBLE) = 108" TOTAL

OCCUPANT LOAD

CUSTOMERS AREA	996	**996 / 60 =17 PEOPLE**
EMPLOYEES AREA	1214	**1214 sqft/ 100= 12 PEOPLE**
TOTAL OCCUPANT LOAD =		**29 PEOPLE**

REFERENCE CODES

- IBC 2021
- NFPA 101
- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

NOTES

WHETHER OR NOT SHOWN ON THE DRAWINGS, ALL GENERAL & SUB-CONTRACTORS ARE RESPONSIBLE FOR DOING ALL WORK IN ACCORDANCE WITH 2021 IBC, LOCAL CODES & ORDINANCES.

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE SUPERVISION. TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL LOCAL, PARISH & STATE REQUIREMENTS INCLUDING (IBC 2021) INTERNATIONAL BUILDING CODE, 2021 EDITION. I WILL NOT SUPERVISE CONSTRUCTION

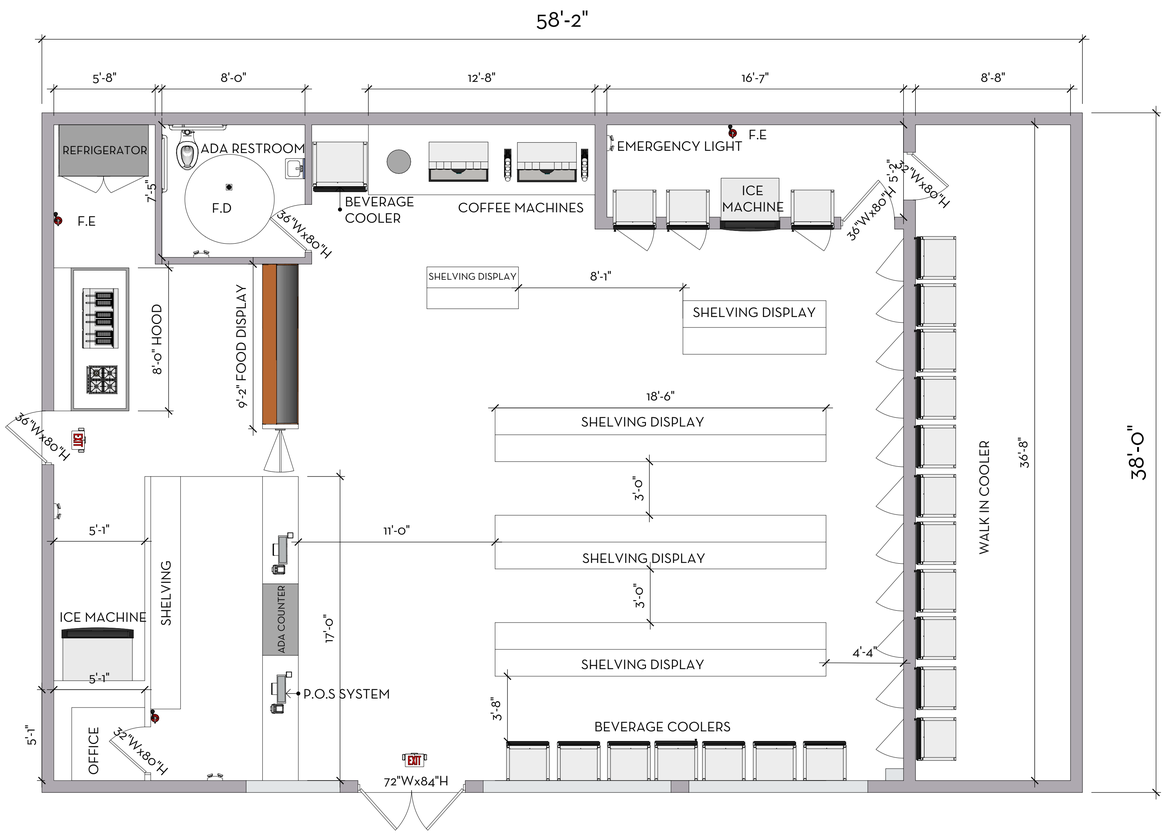
SYMBOLES LEGEND

FIRE EXTINGUISHER (10 LBS)

EMERGENCY LIGHT

EXIT SIGN W/ LIGHT

LOT INFO



BUILDING FLOOR PLAN
SCALE: 1/4" = 1'-0"

A 101 **EXISTING FLOOR PLAN**
1/4" = 1'-0"

QUDS ENGINEERING & DESIGN, LLC
504-338-8783

MUJAHED SHALABI, PE
MAILING ADDRESS:
GRETNA, LA 70056
504-338-8783
QUDSENGINEERING@GMAIL.COM
WWW.QUDSDESIGNS.COM

SEAL:

STATE OF LOUISIANA
MUJAHED SHALABI
License No. 40443
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
8/17

CLIENT
TULLIS INVESTMENT LLC
ASHRAF SALEM
4500 WOODLAND DRIVE
NEW ORLEANS, LA 70131
504-224-1231
ASALEM@EMWIRELESS.COM

ASSOCIATE
N/A

PROJECT
EXISING CONVENIENCE STORE

DRAWN BY
MS | MS

ISSUE DATE
8/17/2025

DESCRIPTION
EXISTING FLOOR PLAN

A.101

QUDS ENGINEERING & DESIGN, LLC
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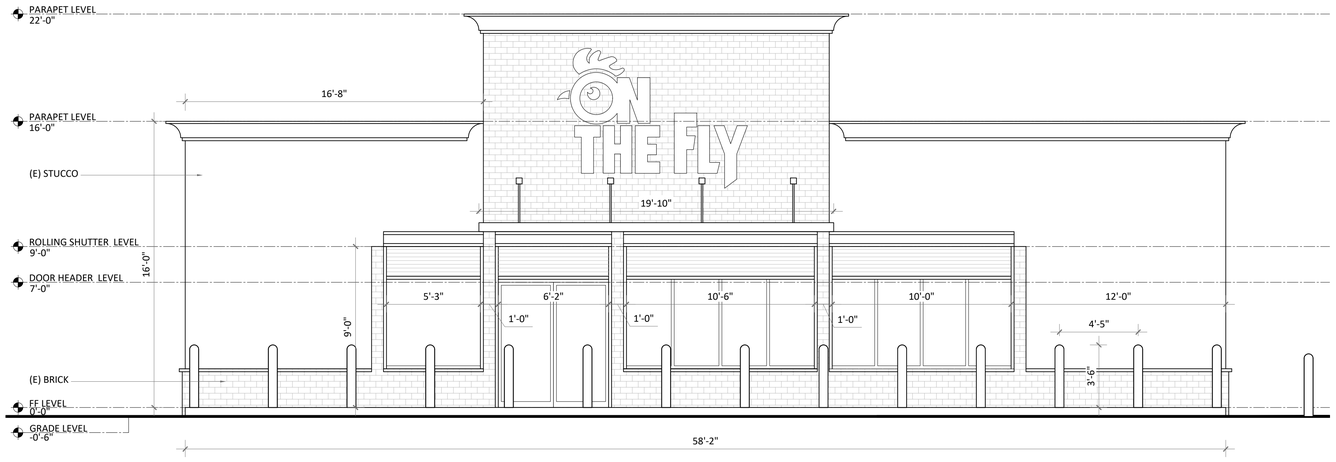
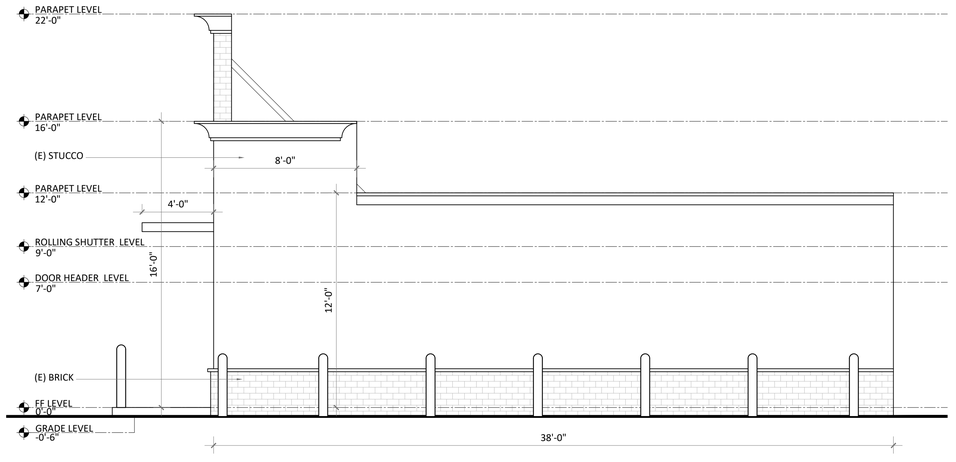
504-462-8156

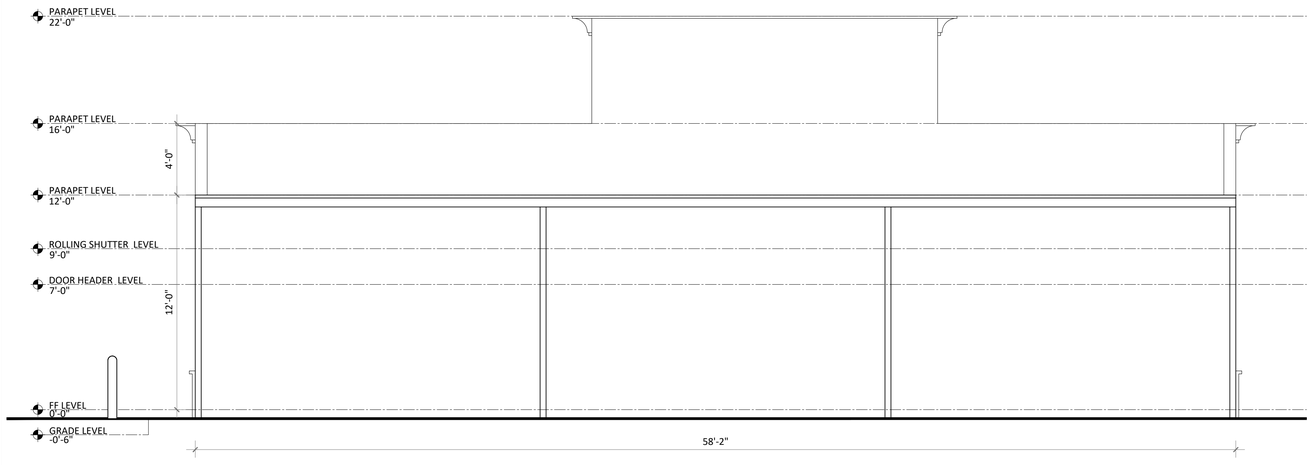
TULLIS INVESTMENT LLC
4500 WOODLAND DR, NEW ORLEANS, LA 70131



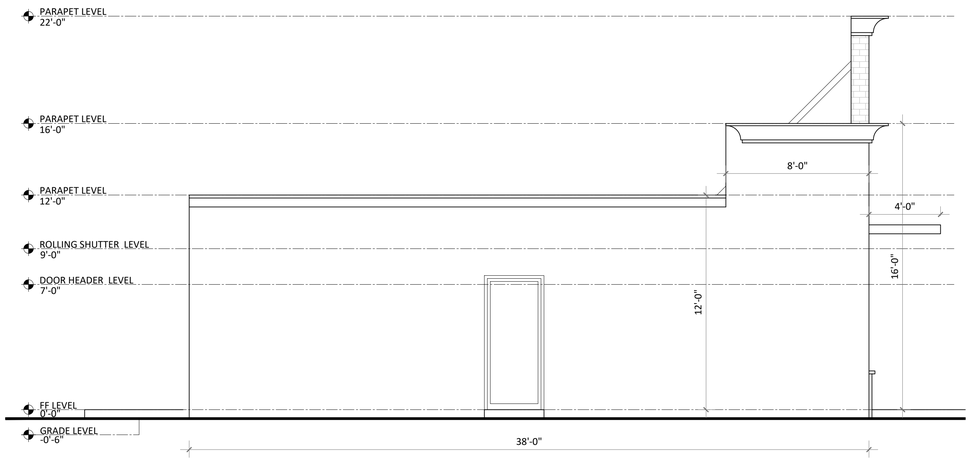
1 FRONT ELEVATION
SCALE:1/4"=1'-0"



2 RIGHT ELEVATION
SCALE:1/4"=1'-0"



3 REAR ELEVATION
SCALE:1/4"=1'-0"



4 LEFT ELEVATION
SCALE:1/4"=1'-0"

QUDS ENGINEERING & DESIGN
QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

CLIENT INFORMATION :
ASHRAF SALEM
4500 WOODLAND DR
NEW ORLEANS, LA 70131
5042241231
Asalem@emwireless.com

STRUCTURAL ENGINEER :-

PROJECT TITLE:
TULLIS INVESTMENT LLC
4500 WOODLAND DR
NEW ORLEANS, LA 70131

PROFESSIONAL SEAL:
STATE OF LOUISIANA
MUJAHED SHALABI
License No. 40444
PROFESSIONAL ENGINEER
CIVIL ENGINEERING

REVISIONS:	DATE:
R1	8/18/2025

PROJECT NO. :	CLIENT PROJECT:
DRAWN:	CHECKED:
M.S.	

DRAWING TITLE:
EXISTING ELEVATIONS

A04

1732

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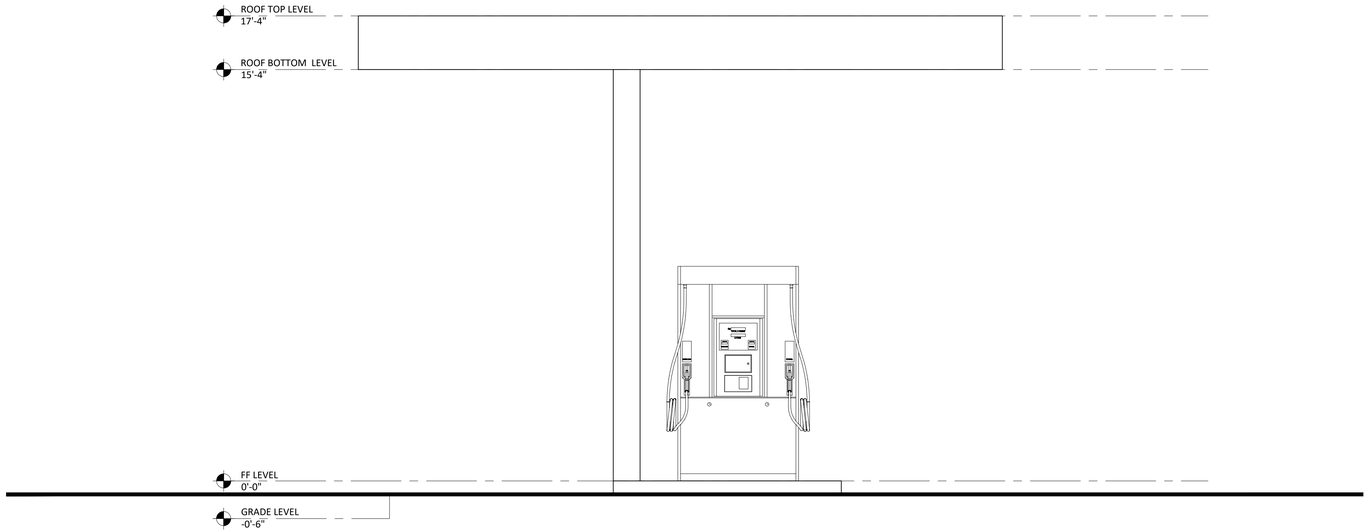
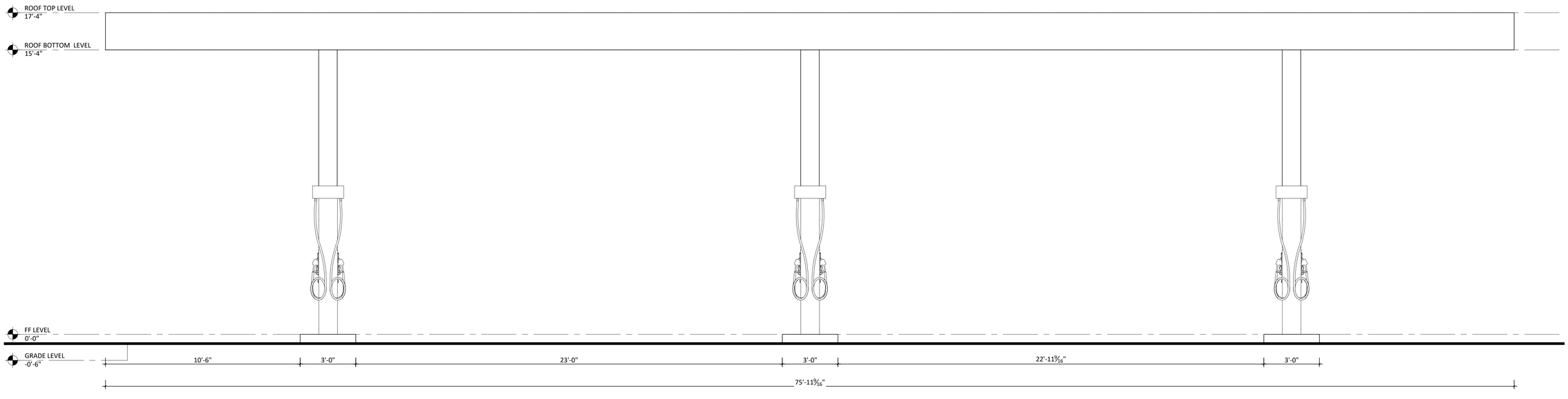
www.QudsDesigns.com
504-462-8156

TULLIS INVESTMENT LLC
4500 WOODLAND DR, NEW ORLEANS, LA 70131



1 CANOPY SIDE ELEVATION
SCALE:3/8"=1'-0"



2 CANOPY FRONT ELEVATION
SCALE:3/8"=1'-0"

CANOPY FOUNDATIONS DESIGN BY OTHERS.

QUDS ENGINEERING & DESIGN

QUDS ENGINEERING & DESIGN, LLC
www.QudsDesigns.com
504-462-8156

CLIENT INFORMATION :

ASHRAF SALEM
4500 WOODLAND DR
NEW ORLEANS, LA 70131
5042241231
Asalem@emwireless.com

STRUCTURAL ENGINEER :

PROJECT TITLE:

TULLIS INVESTMENT LLC
4500 WOODLAND DR
NEW ORLEANS, LA 70131

PROFESSIONAL SEAL:

REVISIONS:	DATE:
R1	8/18/2025

PROJECT NO. :	CLIENT PROJECT:
DRAWN:	CHECKED:
M.S.	

DRAWING TITLE:

PROPOSED CANOPY ELEVATIONS

A05

PHOTOS / ELEVATIONS

PHOTOS / ELEVATIONS

PHOTOS / ELEVATIONS

NPP SUMMARY REPORT

Date of Report: August 4, 2025
Project Name: 4500 Woodland gas station conditional use
Contact: Maddie Charleston, maddiecharleston504@gmail.com, 504-330-8904, 926 Chartres St., New Orleans, LA 70116

Overview
This report provides results of the implementation of the Neighborhood Participation Program for the property located at 4500 Woodland on the corner of Tullis. The applicant intends to file an application to permit a condition use for a gas station in a C-1 district. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in lists, petitions, letters, summary sheets, and other materials are attached.

Neighborhood Meetings
The following dates and locations of all meetings where citizens were invited to discuss the applicant's proposal [comments and sign in lists are attached].

- The first meeting was held at 4500 Woodland Dr. at 10:00am on Saturday, August 2nd.
- Another meeting was held at 11:00am - noon on Monday August 4th at the same site.
- Also, for those wishing to attend a weekday evening meeting, there will also be a another informal NPP Tuesday August 5th from 5pm to 6pm.

Correspondence and Telephone Calls
- July 19, 2025 – meeting notices mailed to NPP contact list
- July 21, 2025 – emailed notice to cpcinfo, district councilmember, and neighborhood association contacts.

Results
No one has attended either the August 2nd or August 4th meetings.

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: CIRCLE ONE: 8/2/25 10AM 8/4/25 11AM 8/5/25 5PM

Meeting Location: 4500 WOODLAND DR.

Project Name/Address: 4500 WOODLAND DR. GAS STATION

Name	Organization	Address	City/State/Zip	Phone Number	Email Address

NPP MEETING COMMENT CARD

DATE: CIRCLE ONE: 8/2/25 8/4/25 8/5/25

NAME/ADDRESS OF PROJECT: 4500 WOODLAND GAS STATION

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: CIRCLE ONE: 8/2/25 8/4/25 8/5/25

NAME/ADDRESS OF PROJECT: 4500 WOODLAND GAS STATION

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: CIRCLE ONE: 8/2/25 8/4/25 8/5/25

NAME/ADDRESS OF PROJECT: 4500 WOODLAND GAS STATION

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: CIRCLE ONE: 8/2/25 8/4/25 8/5/25

NAME/ADDRESS OF PROJECT: 4500 WOODLAND GAS STATION

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NEW ORLEANS CITY PLANNING COMMISSION ONLINE TOOLS

CPC Website nola.gov/next/city-planning
The CPC website hosts many important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance (CZO) and the Master Plan. You can also access online mapping tools like Property Viewer and Open Project Viewer.

Comprehensive Zoning Ordinance czo.nola.gov
The entire text of the CZO can be viewed at this web address.

NoticeMe noticeme.nola.gov
NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system offers a way for interested parties to stay informed about land use proposals within a selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the CPC or Board of Zoning Adjustments.

One Stop App onestopapp.nola.gov
The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

Property Viewer property.nola.gov
The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays "layers" of information, including the Master Plan Future Land Use Map, current zoning districts, and the locations of site-specific zoning actions approved by ordinance such as Conditional Uses and Planned Developments. Links are provided that can take the viewer to applicable section of the CZO and Assessor records.

What is the CPC?
The New Orleans City Planning Commission (CPC) is a nine-member citizen board supported by a staff of planners. The CPC provides analysis and recommendations to the City Council on matters dealing with the present and future development of the City in accordance with the goals and policies of the City's Plan for the 21st Century, or "Master Plan." This includes reviewing, approving, and recommending requests for Master Plan amendments, map changes, text amendments to the Comprehensive Zoning Ordinance (CZO), appeals, and subdivisions.

(504) 658-7033 | cpcinfo@nola.gov | Facebook: New Orleans City Planning Commission | Instagram: @neworleanscpc
Visit us at 1340 Poydras Street, 8th Floor, New Orleans, LA 70112 between 9:00 a.m. and 4:00 p.m. Monday-Friday!

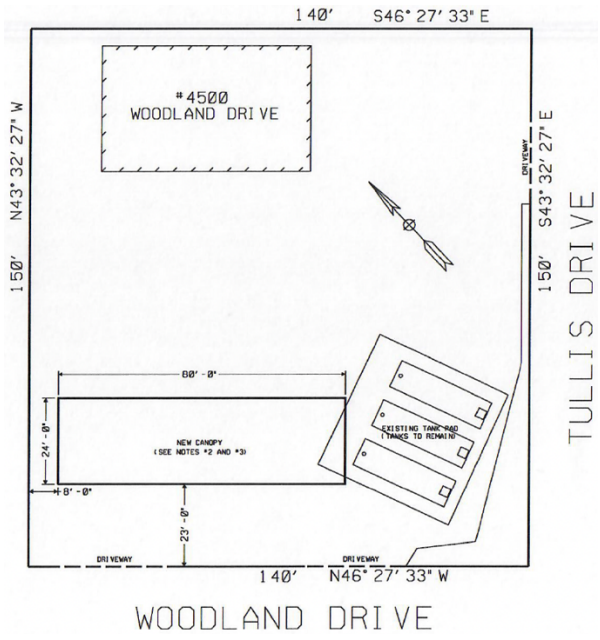
July 19, 2025

Dear Neighbor:

A few years ago we purchased the gas station and store located at 4500 Woodland Dr., at the corner of Woodland and Tullis. We hope that the you have had the opportunity to visit the new and improved store we have now. We are writing you today as a near neighbor to invite you to meeting where we will discuss our plans to improve the gas pump area, including the installation of a weather protecting canopy, so we can provide a pleasant experience while pumping gas.

As you likely are aware, gas pumps have been on this site for many years. However, the property is located in General Commercial (C-1) zoning where the city presently considers gas stations to be a conditional use (Comprehensive Zoning Ordinance Sec. 15.2.A). As such, in order to improve the gas pump area as we plan, the city has informed us that we will need to go through the process of applying for and requesting a conditional use approval to permit a gas station in a C-1 General Commercial District. The application will be heard by the City Planning Commission (CPC) and City Council.

The full property is approx. 21,000sf, containing an approx. 2242sf store building, with a planned new gas canopy to be approx. 24'x80'. No new buildings are planned, just the new weather protecting gas pump canopy, construction is expect to take 2-3 months and begin soon up on approval.



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Also, for those wishing to attend a weekday evening meeting, we will also be there Tuesday August 5th from 5pm to 6pm to answer any questions.

This notice is being delivered by US Mail. There will be a sign in sheet at the meeting for attendees.

If you have questions or wish to be kept up to date on this project, please contact Maddie Charleston at 504-330-8904, maddiecharleston504@gmail.com, or 926 Chartres, New Orleans, LA 70116.

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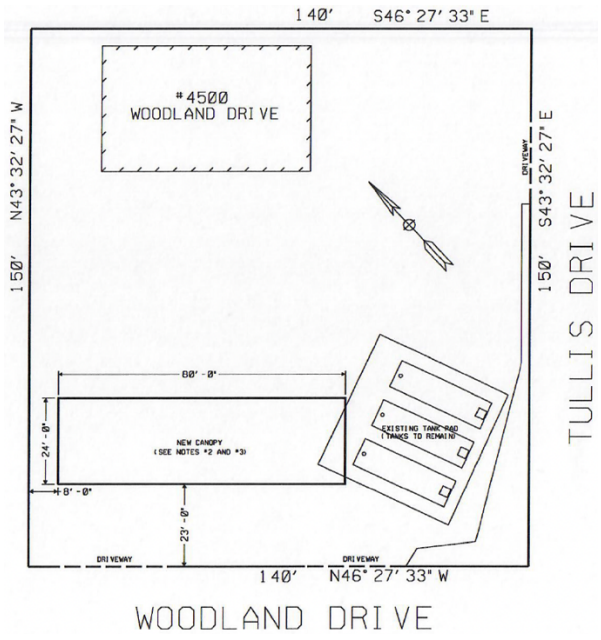

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From: Maddie Charleston <maddiecharleston504@gmail.com>
Date: July 21, 2025 at 4:53:01 PM CDT
To: cpcinfo@nola.gov, kfoster@algierseconomic.com, Freddie.King@nola.gov, Winston C Fiore <Winston.Fiore@nola.gov>, Charles E Toney <Charles.Toney@nola.gov>
Subject: NPP Notice - 4500 Woodland Dr

Please see attachment.
Thank you.

July 19, 2025

Dear Neighbor:

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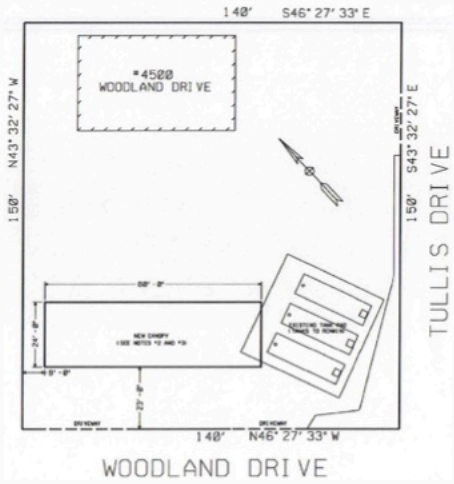

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Also, for those wishing to attend a weekday evening meeting, we will also be there Tuesday August 5th from 5pm to 6pm to answer any questions.

This notice is being delivered by US Mail. There will be a sign in sheet at the meeting for attendees.

If you have questions or wish to be kept up to date on this project, please contact Maddie Charleston at 504-330-8904, maddiecharleston504@gmail.com, or 926 Chartres, New Orleans, LA 70116.

PROPERTY OWNERS AND OCCUPANTS WITHIN 300 FEET

Name	Mailing Address	Mailing City	Mailing St
5859 Tullis Drive LLC	4525 St Mary St	Metairie	LA
Adrian C Faircloth	9508 Linden Loop	Westwego	LA
Alexander Rena Jean	5125 Karen Dr Unit B	Marrero	LA
Antoinette M Martin	5880 Tullis Dr	New Orleans	LA
Berk-Cohen Assoc L L C	C/O American Prop Financing 6 E 43rd St 26 FLR	New York	NY
Berk-Cohen Associates	C/O Manhatten Management Co 2657 E 14th St	Brooklyn	NY
Blueprint Investors LLC	5806 Metaphor Way	Richmond	TX
Charles Jr Collins	ET Al 5912 Tullis Dr	New Orleans	LA
Charlie Russell	Pobox 892	Chalmette	LA
Churita Hansell	2009 Comet St	New Orleans	LA
Current Resident	4459 Woodland Dr	New Orleans	LA
Current Resident	4459 Woodland Dr Unit A	New Orleans	LA
Current Resident	4459 Woodland Dr Unit B	New Orleans	LA
Current Resident	4459 Woodland Dr Unit C	New Orleans	LA
Current Resident	4459 Woodland Dr Unit D	New Orleans	LA
Current Resident	4469 Woodland Dr	New Orleans	LA
Current Resident	4469 Woodland Dr Unit A	New Orleans	LA
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Current Resident	4479 Woodland Dr	New Orleans	LA
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Delores A Carter	4499 Woodland Dr A	New Orleans	LA
Diana S Fox	4499-B Woodland Dr	New Orleans	LA
Edith E Scott	4489 Woodland Dr Unit D	New Orleans	LA
Emylinda L Carter	3640 Plymouth Pl	New Orleans	LA
Express Holdings LLC	1891 Rousseau St	New Orleans	LA
Gry Properties LLC	4400 Woodland Dr	New Orleans	LA
Guste Homes Resident Mana	1301 Simon Bolivar Ave	New Orleans	LA
Guste Homes Resident Mana	C/O Alton Barber 8202 Hickory St	New Orleans	LA
Jacquelyn Opara	1217 N Dorgenois St Apt A	New Orleans	LA
Jeffrey Carver	4000 S Inwood Ave	New Orleans	LA
Jp&J Virtue LLC	120 22nd St Suite C	Kenner	LA
JW Homes LLC	31 Eugenie Ct	New Orleans	LA
Kay M Fine	1711 Holiday Dr	New Orleans	LA
Langston Kevin Jr	5949 Tullis Dr	New Orleans	LA
Larry Jr Robinson	PO Box 740005	New Orleans	LA
Latoya Authement	5911 Tullis Dr	New Orleans	LA
Lenora M Summers	5891 Tullis Dr	New Orleans	LA
Linda Croff-Poole	5884 Tullis Dr	New Orleans	LA
Lionel Sr Brown	5887 Tullis Dr	New Orleans	LA
Magda Lizz Rosa	Etal 1250 NE 200 St	Miami	FL
Marguerite B Desilva	ET Als 3400 St Anthony Ave Apt 417	New Orleans	LA
Matamoros Lauren S	Etal 605 East 3rd St	Belle Chasse	LA
Nihad A Monem	824 Glencove Ln	Terrytown	LA
Oscar Jordan	5875 Tullis Dr	New Orleans	LA
Phillip L Casby	ET Al 4489 Woodland Dr Unit C	New Orleans	LA
Rushing Hunter	1093 Alcide Bonin	Breaux Ridge	LA
Sherlyn H Vigne	4479 Woodland Dr Unit B	New Orleans	LA

Sjme Enterprises LLC	2669 Gallinghouse St	New Orleans	LA
Stacy Willoz	2525 St Mary	Metairie	LA
Steven A Clark	4499 Woodland Dr Unit C	New Orleans	LA
T & T Property Management	642 S Rue Marcel	Gretna	LA
T&T Property Management	642 S Rue Marcel	Gretna	LA
Thomas Warren Krimsier	3964 S Inwood Ave	New Orleans	LA
Thuan CU	1625 Jutland Dr	Marrero	LA
Timothy J Davis	524 W Marlin Ct	Gretna	LA
Tommy Phung Nguyen	821 Ginette Dr	Gretna	LA
Tullis Investments LLC	C/O Nar Solutions Inc Bmo 85 PO Box 1414	Minneapolis	MN
Tullis Investments LLC	C/O City of New Orleans 1891 Rousseau St	New Orleans	LA
Twentyfour Enterprise LLC	2349 Caddy Dr	Marrero	LA
Urcia Jesus R Urcia Herminia	201 Firethorn Dr	Gretna	LA
Vicmel LLC	2220 Carol Sue Ave	Gretna	LA
Warner A Tureaud	268 Moonraker Dr	Slidell	LA
AEDF c/o Kelsey Foster	2401 Westbend Pkwy Ste 3020	New Orleans	LA
Councilman Freddie King	City Hall Rm 2W70, 1300 Perdido St	New Orleans	LA

Neighborhood Associations

Organization Name: Algiers Economic Development Foundation

Point of Contact: Kelsey Foster

Email: kfoster@algierseconomic.com

Street Address: 2401 Westbend Parkway Suite 3020

City: New Orleans

Zip: 70114

Council Info

Council District C, Freddie King III

City Hall, Room 2W70

1300 Perdido Street

New Orleans, LA 70112

Phone: (504) 658-1030

Email: Freddie.King@nola.gov

City Planning Commission Info

CPCinfo@nola.gov

Phone: (504) 658-7033

Mailing Zip
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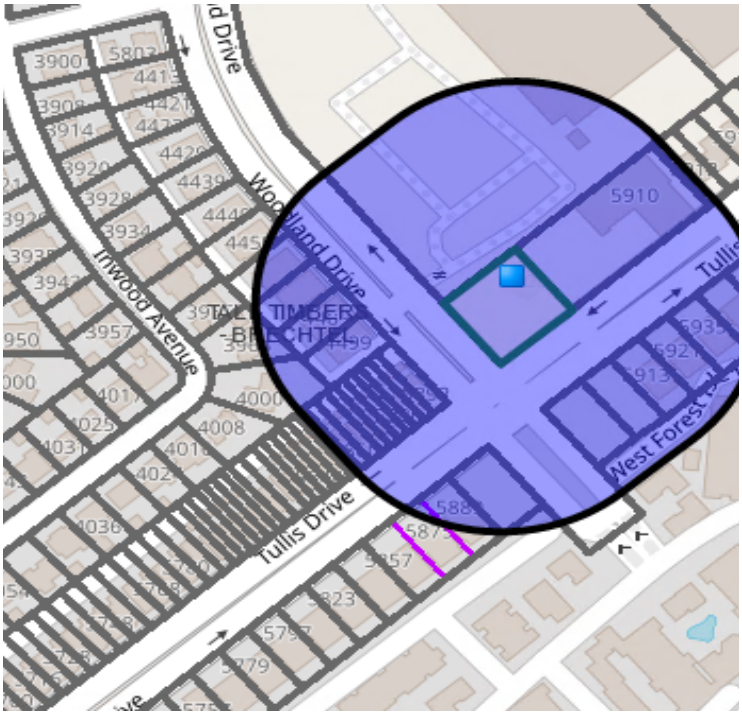

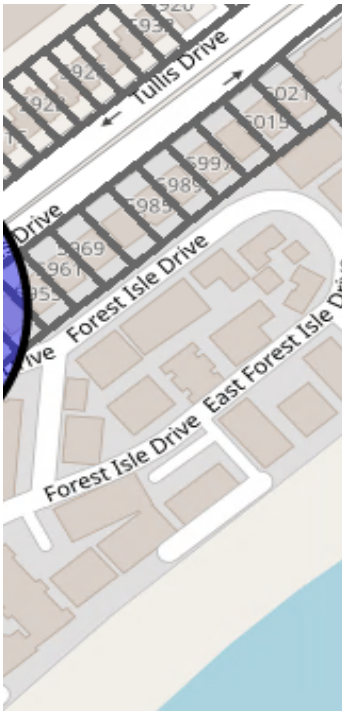
Tullis Drive
Forest Isle Drive
East Forest Isle Drive
Forest Isle Drive

PROPERTY OWNERS AND OCCUPANTS WITHIN 300 FEET

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
5859 Tullis Drive LLC	4525 St Mary St	Metairie	LA	70006
Adrian C Faircloth	9508 Linden Loop	Westwego	LA	70094
Alexander Rena Jean	5125 Karen Dr Unit B	Marrero	LA	70072
Antoinette M Martin	5880 Tullis Dr	New Orleans	LA	70131
Berk-Cohen Assoc L L C	C/O American Prop Financing 6	New York	NY	10017
Berk-Cohen Associates	C/O Manhatten Management C	Brooklyn	NY	11235
Blueprint Investors LLC	5806 Metaphor Way	Richmond	TX	77469
Charles Jr Collins	ET Al 5912 Tullis Dr	New Orleans	LA	70131
Charlie Russell	Pobox 892	Chalmette	LA	70044
Churita Hansell	2009 Comet St	New Orleans	LA	70131
Current Resident	4459 Woodland Dr	New Orleans	LA	70131
Current Resident	4459 Woodland Dr Unit A	New Orleans	LA	70131
Current Resident	4459 Woodland Dr Unit B	New Orleans	LA	70131
Current Resident	4459 Woodland Dr Unit C	New Orleans	LA	70131
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Current Resident	5923 Tullis Dr	New Orleans	LA	70131
Current Resident	5925 Tullis Dr	New Orleans	LA	70131
Current Resident	5927 Tullis Dr	New Orleans	LA	70131
Current Resident	5929 Tullis Dr	New Orleans	LA	70131
Current Resident	5931 Tullis Dr	New Orleans	LA	70131
Current Resident	5933 Tullis Dr	New Orleans	LA	70131
Current Resident	5935 Tullis Dr	New Orleans	LA	70131
Current Resident	5937 Tullis Dr	New Orleans	LA	70131
Current Resident	5939 Tullis Dr	New Orleans	LA	70131
Current Resident	5941 Tullis Dr	New Orleans	LA	70131
Current Resident	5943 Tullis Dr	New Orleans	LA	70131
Current Resident	5945 Tullis Dr	New Orleans	LA	70131
Current Resident	5947 Tullis Dr	New Orleans	LA	70131
Delores A Carter	4499 Woodland Dr A	New Orleans	LA	70131
Diana S Fox	4499-B Woodland Dr	New Orleans	LA	70131
Edith E Scott	4489 Woodland Dr Unit D	New Orleans	LA	70131
Emylinda L Carter	3640 Plymouth Pl	New Orleans	LA	70131
Express Holdings LLC	1891 Rousseau St	New Orleans	LA	70130
Gry Properties LLC	4400 Woodland Dr	New Orleans	LA	70131
Guste Homes Resident Man	1301 Simon Bolivar Ave	New Orleans	LA	70113
Guste Homes Resident Man	C/O Alton Barber 8202 Hickory	New Orleans	LA	70118
Jacquelyn Opara	1217 N Dorgenois St Apt A	New Orleans	LA	70119
Jeffrey Carver	4000 S Inwood Ave	New Orleans	LA	70131
Jp&J Virtue LLC	120 22nd St Suite C	Kenner	LA	70062
JW Homes LLC	31 Eugenie Ct	New Orleans	LA	70131
Kay M Fine	1711 Holiday Dr	New Orleans	LA	70114
Langston Kevin Jr	5949 Tullis Dr	New Orleans	LA	70131
Larry Jr Robinson	PO Box 740005	New Orleans	LA	70174
Latoya Authement	5911 Tullis Dr	New Orleans	LA	70131
Lenora M Summers	5891 Tullis Dr	New Orleans	LA	70131
Linda Croff-Poole	5884 Tullis Dr	New Orleans	LA	70131
Lionel Sr Brown	5887 Tullis Dr	New Orleans	LA	70131
Magda Lizz Rosa	Etal 1250 NE 200 St	Miami	FL	33179
Marguerite B Desilva	ET Als 3400 St Anthony Ave Ap	New Orleans	LA	70122
Matamoros Lauren S	Etal 605 East 3rd St	Belle Chasse	LA	70037
Nihad A Monem	824 Glencove Ln	Terrytown	LA	70053
Oscar Jordan	5875 Tullis Dr	New Orleans	LA	70131
Phillip L Casby	ET Al 4489 Woodland Dr Unit C	New Orleans	LA	70131
Rushing Hunter	1093 Alcide Bonin	Breaux Ridge	LA	70517
Sherlyn H Vigne	4479 Woodland Dr Unit B	New Orleans	LA	70131

Sjme Enterprises LLC	2669 Gallinghouse St	New Orleans	LA	70131
Stacy Willoz	2525 St Mary	Metairie	LA	70006
Steven A Clark	4499 Woodland Dr Unit C	New Orleans	LA	70131
T & T Property Managemen	642 S Rue Marcel	Gretna	LA	70056
T&T Property Management	642 S Rue Marcel	Gretna	LA	70056
Thomas Warren Krimsier	3964 S Inwood Ave	New Orleans	LA	70131
Thuan CU	1625 Jutland Dr	Marrero	LA	70072
Timothy J Davis	524 W Marlin Ct	Gretna	LA	70053
Tommy Phung Nguyen	821 Ginette Dr	Gretna	LA	70056
Tullis Investments LLC	C/O Nar Solutions Inc Bmo 85	Minneapolis	MN	55480
Tullis Investments LLC	C/O City of New Orleans 1891	New Orleans	LA	70130
Twentyfour Enterprise LLC	2349 Caddy Dr	Marrero	LA	70072
Urcia Jesus R Urcia Hermini	201 Firethorn Dr	Gretna	LA	70056
Vicmel LLC	2220 Carol Sue Ave	Gretna	LA	70056
Warner A Tureaud	268 Moonraker Dr	Slidell	LA	70458
AEDF c/o Kelsey Foster	2401 Westbend Pkwy Ste 3(	New Orleans	LA	70114
Councilman Freddie King	City Hall Rm 2W70, 1300 Perd	New Orleans	LA	70112

Overlays and Interim Zoning Districts

Overlay / IZD Description

Commercial Short Term Rental Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/Article-19#19-4-A-20)

Overlay / IZD Description

Non-Commercial Short Term Rental Special Exception Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-21)

Overlay / IZD Description

Customary Lodging Services Staffing Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-22)

Regulations in the overlay and interim zoning districts are combined with the base zoning district. In the event of overlapping districts, please contact the New Orleans One Stop Shop (https://nola.gov/onestop) for interpretation of the Overlays/Interim Zoning Districts.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by _____
Sign Provided **Date** _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Covid-19 Submittal Protocol: Please submit complete applications via email to CPCinfo@nola.gov. Applicants without the ability to submit via email should contact (504) 658-7100 to make alternative arrangements. Incomplete applications will not be accepted and will be returned to the applicant.

	ATTACHMENTS	TEXT AMENDMENT	ZONING CHANGE	CONDITIONAL USE/PLANNED DEVELOPMENT
	Completed application with all required information & signed by owner or authorized agent.	Required	Required	Required
	Authorization from Property Owner. If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.		Required	Required
	Accurate survey or legal description showing or describing the legal boundaries of the site.		Required	Required
	Photographs of the subject site(s) and building(s).		Required	Required
	Neighborhood Participation Program Documents including NPP summary report, contact list, NPP meeting invitation, NPP comment cards, neighborhood email notices, and meeting sign-in sheet. Refer to the Neighborhood Participation Guide for more information.		Required	Required
	Site Plan of the entire lot(s) showing property lines and all buildings or structures, with distance from property line indicated. All off-street parking areas, driveways, interior streets, paving, mechanical equipment, or other surfaces should be shown and dimensioned on the plans.			Required
	Landscape Plans including the location, quantity, size, name, and condition of all existing and proposed plant materials and trees. All landscaped areas should be shown and dimensioned on the plans. A description of all tree preservation measures on-site and in the public right-of-way should be included.			Required
	Architectural Elevations of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
	Floor Plan(s) of the entire structure(s) showing room use, dimensions, walls, doors, windows, major applicances, plumbing fixtures, stairs, or other egress.			Required
	Recommendations or approvals from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
	Design Advisory Committee (DAC) Recommendation, when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required

CITY OF NEW ORLEANS
ONE STOP
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LAND-USE REQUEST APPLICATION

LAND-USE PROCESS

APPLICANT RESPONSIBILITIES	CITY ACTIONS	NOTES
Schedule a pre-application conference with the CPC staff.		The applicant or agent must meet with CPC staff to review the application.
Perform NPP Outreach		Staff will explain requirements including Neighborhood Participation Program outreach in pre-app meeting: https://www.nola.gov/city-planning/neighborhood-participation-program/
Submit Application to CPC Staff.	Review application/Return if incomplete and provide applicant with sign	All applications must be completed before being assigned a zoning docket number.
	Initiate legally required advertising of request.	Request is advertised 3 times in the newspaper and signs are posted in the vicinity of the request site.
Review staff's report prior to the public hearing.	CPC staff prepares a report of your request and forwards it to the Commission and petitioner.	Staff report on your request is forwarded to the Commission and to you prior to the Public Hearing.
Attend CPC Public Hearing.	Public Hearing is held approximately 6 weeks after a complete, correct application is received.	Proponents and opponents are allowed to address concerns and issues at the public hearing.
	CPC recommendation is forwarded to the City Council with a suggested hearing date.	The staff report (inc. CPC recommendation) is sent to the City Council. The Council schedules a hearing date.
	Petitioner and those who spoke at the CPC Hearing are notified by the Clerk of Council of hearing	Clerk of Council notifies proponents and opponents of the scheduled hearing date, ~ 10 days prior to hearing.
Attend City Council Public Hearing (City Hall-City Council Chambers).	City Council takes action	If Council votes for denial, the process ends here. If Council votes for approval, the Council will instruct the City Attorney's Office to prepare an ordinance. Once introduced, the ordinance must lay over for 21 days before it can be adopted. After adoption, the Mayor signs the ordinance.
***If no site plan or title restriction** is required, submit your application for permitting.* ***If title restrictions are required**, submit recorded title restrictions per ordinance to the CPC (and Safety & Permits when applying for permits.)*		
If site plans are required, revised final plans must be submitted to CPC staff within 1 year final ordinance date.	CPC staff verifies compliance, and will approve the drawings.	The final site plans must contain all required information, including all Waivers & Provisos from the Final Ordinance must be listed on the title page.
Take 5 copies of the Final CPC Staff-approved plans for recordation Office of Conveyances.	CPC staff will give the applicant one copy of the approved drawings and the transmittal letter authorizing the recordation to the applicant.	CPC staff will notify the applicant when the final plans have been signed.
After recordation, the applicant must resubmit 1 recorded copy to CPC & Safety & Permits.	CPC staff will collect one (1) copy of the recorded plans.	Once plans have been recorded, the CPC staff is legally authorized to change the Zoning Map.

LAND-USE FEE SCHEDULE

Zoning Change:
- Lots 0-4,999 sq ft $1,000
- Lots 5,000-24,999 sq ft $2,000
- Lots 25,000-74,999 sq ft $3,000
- Lots 75,000 sq ft or more $4,000

Conditional Use/Planned Development:
- Structures between 0-4,999 sq ft $1,160
- Structures between 5,000-24,999 sq ft $2,320
- Structures between 25,000-74,999 sq ft $3,480
- Structures of 75,000 sq ft or more $4,640

Conditional Use Established Two-Family, Multi-Family, and Townhouse Dwellings:
- No increase in floor area $500
- Increase in floor area $700

Text Amendment: $1,500

CITY OF NEW ORLEANS
ONE STOP
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LAND-USE REQUEST APPLICATION

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Type of application: Text Amendment Zoning Change ✔ Conditional Use/Planned Development

Address of Property for which this application is being filed. 4500 WOODLAND AVE.

APPLICANT INFORMATION

Applicant Identity: Property Owner ✔ Agent

Applicant Name MADDIE CHARLESTON

Applicant Address 926 CHARTRES ST

City NEW ORLEANS State LA Zip 70116

Applicant Contact Number 504-330-8904 Email maddiecharleston504@gmail.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name TULLIS INVESTMENTS LLC

Property Owner Address 1891 ROUSSEAU ST

City NEW ORLEANS State LA Zip 70130

Property Owner Contact Number 504-224-1231 Email c/o maddiecharleston504@gmail.com

SPECIFIC ZONING REQUEST

CONDITIONAL USE FOR GAS STATION IN C-1 ZONING

PROPERTY LOCATION

Square Number(s) PT SECTION 20-A OR 20-A1 Lot Number(s) 20-A1

Bounding Streets WOODLAND TULLIS GEN DEGAULLE

Zoning C-1 Municipal District 5

Tax Bill Number 513829536 Planning District 12

DESCRIPTION OF PROJECT (Attachments are acceptable)

CONDITIONAL USE TO PERMIT THE ADDITION OF A NEW CANOPY, NEW TANKS, AND NEW GAS PUMPS AND USE THEREOF FOR GAS STATION OPERATIONS TO SITE WITH EXISTING GAS PUMPS, GAS ISLAND, AND GAS TANKS.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature Ashraf Salem Date 8-4-25

Agent Signature N/A Date

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 4th day of August 2025

My Commission expires on death

Dewey M. Scanduro
Notary Public, Bar No. 23291
Parish of Plaquemines, State of Louisiana
My Commission is issued for Life

QUITCLAIM DEED

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 3rd day of November, 2022;

BEFORE THE UNDERSIGNED Notary Public duly commissioned, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ARJ INVESTMENTS LLC (EIN: XX-XXX7282) a Louisiana limited liability company represented herein by its sole members, Ashraf Salem and Abdelraoyf Mousa, pursuant to a Certificate of Authority an original of which is attached hereto and made a part hereof.

Mailing address: 1891 ROUSSEAU ST., NEW ORLEANS, LA 70130

(hereinafter "Grantor");

AND

TULLIS INVESTMENTS LLC (EIN: XX-XXX5284), a Louisiana limited liability company represented herein by its sole members, Ashraf Salem and Abdelraoyf Mousa, pursuant to a Certificate of Authority an original of which is attached hereto and made a part hereof.

Mailing address: 1891 ROUSSEAU ST., NEW ORLEANS, LA 70130

(hereinafter "Grantee").

Grantor does hereby sell, transfer, assign, quitclaim, remise, release and relinquish unto Grantee, all of the right, title and interest which said Grantor has or may have in and to the following described property situated in the Parish of Orleans, State of Louisiana, to wit:

Legal Description of Property

PROPERTY #1

That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FIFTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, designated as Lot 20-A3, TALL TIMBERS, TULLIS DRIVE, all in accordance with a plan of resubdivision of J. J. Krebs & Sons, Inc. dated April 30, 1984, approved by the City Planning Commission,under docket no. 70/84 on May 23, 1984, registered in COB 793, folio 585, being a resubdivision of Lot 20-A2, in accordance with the plan of J. J. Krebs & Sons, Inc., approved by the City Planning Commission on December 31, 1982, registered in COB 781, folio 551, and according thereto, and further in accordance with the survey of Wilton J.

INST #: 2022-42712
Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
11/04/2022 10:18:04 AM
TYPE: QC 7 PG(S)
CIN#: 719182

Dufrene Land Surveyor, dated March 28, 1984, said Lots 20-A3 commences at a distance of 150 feet from the corner of Woodland Drive and Tullis Drive, and measures thence 286 feet front on Tullis Drive, same width in the rear by a depth of 140 feet between equal and parallel lines.

FOR INFORMATIONAL PURPOSES ONLY

The Improvements thereon bear the Municipal No. 5910 Tullis Drive, New Orleans, LA 70131

PROPERTY #2

That certain portion of ground, together with all the rights, ways, privileges, servitude and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of ORLEANS, State of LOUISIANA, in the CITY OF NEW ORLEANS, situated in the FIFTH DISTRICT, in that part thereof known as TALL TIMBERS, being a part of a resubdivision of Section 20, Tall Timbers, which resubdivision was approved by the City Planning Commission, April 11, 1080, registered in COB 767, folio 352, which portion is now identified as Lot 20-A1, according to a plan of resubdivision of J. J. Krebs and Sons dated December 15, 1982, approved by the City Planning Commission, December 31, 1982, registered under NA No. 479609, COB 791, folio 551, on January 7, 1983. According to said plan, Parcel 20-A1 measures 140 feet front on Woodland Drive, same width in the rear, by 150 feet and front on Tullis and 150 on its opposite side forming the corner of Tullis and Woodland.

FOR INFORMATIONAL PURPOSES ONLY

The Improvements thereon bear the municipal number 4500 Woodland Drive, New Orleans, LA 70131.

Any acreage or square footage designations included within the legal description of the insured property is provided for convenience only, and is not insured by the Company

(hereinafter "Property").

This transfer is made and accepted for and in consideration of the price and sum of **One Hundred and 00/100 ($100.00) Dollars, and other valuable consideration**, which has well and truly been paid, in ready and current money to the said Grantor, who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

Grantor does not make any warranty of the title to the real estate, and he also is not responsible for defending the Grantee from any claims to the title.

Grantor makes no assertion as to the payment of property taxes owed, if any, which are the responsibility of the Grantee.

The transfer should be subject to all easements, protective covenants and mineral reservations of record, if any, in addition to the reservation already in there as to servitudes, rights-of-way and privileges.

Grantor hereby specifically acknowledges and agrees that this quitclaim is made with the Property in its "as is" condition.

Grantor hereby further acknowledges and agrees that this quitclaim is subject to all rights, ways, servitudes, and privileges which might affect said right, title, and interest herein quitclaimed.

The parties hereto waive presentment of mortgage, conveyance and tax certificates, current survey and title examination, and relieve and release me, Notary, of any liability arising from the non-production of same.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Grantor and accepted by Grantee "AS IS, WHERE IS", without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Grantee, without regard to the presence of apparent or hidden defects and with the Grantee's full and complete waiver of any and all rights of the return of all or any part of the purchase price by reason of any such defects.

Grantee acknowledges and declares that neither the Grantor nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Grantor has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Grantee has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Grantee, in Grantee's sole discretion, deems sufficiently diligent for the protection of Grantee's interests.

Grantee expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Grantee also waives any rights Grantee may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the property hereby conveyed to Grantee by

CERTIFICATE

OF

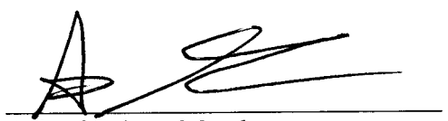
AUTHORITY

OF

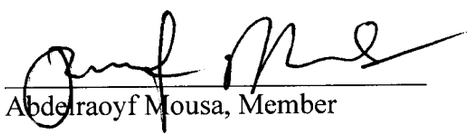
TULLIS INVESTMENTS LLC
(hereinafter "COMPANY")

The undersigned, being the sole Manager/Member of **TULLIS INVESTMENTS LLC** and acting in such capacity, hereby certify on this 3rd day of November, 2022:

THAT Ashraf Salem and Abdelraoyf Mousa, sole Members of **TULLIS INVESTMENTS LLC**, are fully authorized in the name and on behalf of the Company: to borrow money, to execute loan agreements, to purchase any real estate for such amount and on such terms and conditions and with such clauses and stipulations contained in the act of purchase as he thinks proper and advisable; to sell any real estate or personal property owned by the Company to any person or persons or corporations, for such amount and on such terms and conditions as he may think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefor; to mortgage any real estate (immovable) owned by the Company under a conventional mortgage to anyone or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions as he may determine; with authority in the case of a homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; to grant a security interest in any personal property (movable) owned by the Company; to enter into pledge agreements pledging any property of the Company, including but not limited to, the promissory notes or collateral mortgage notes paraphed for identification with a collateral mortgage on the Company's real estate; to enter into assignment agreements assigning property of the Company, with full authority on the part of him to sign and execute any act or acts before any Notary Public, containing such clauses, stipulations and obligations as he may deem advisable, including confession of judgment, sale by executory process, waiver of appraisement, and the non-alienation clauses; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, building contracts, etc., necessary or advisable to carry out fully the foregoing objects and purposes; to build and construct houses and other improvements on, or make repairs or additions to property owned by the Company for itself; or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bond, and for such amount and on such terms as he deems advisable; the intent of this certificate of authority being to place full authority with him to transact completely the business of the Company as outlined in its articles of organization, in which its objects and purposes are set forth, and under Louisiana law, all without the necessity of the execution of a separate certificate of authority to cover each transaction, or to cover each sale, purchase or mortgage, or the construction of any improvements on the property of the Company for itself, or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this certificate of authority.



Ashraf Salem, Member



Abdelraoyf Mousa, Member

CERTIFICATE

OF

AUTHORITY

OF

ARJ INVESTMENTS LLC
(hereinafter "COMPANY")

The undersigned, being the sole Manager/Member of ARJ INVESTMENTS LLC and acting in such capacity, hereby certify on this 3rd day of November, 2022:

THAT Ashraf Salem and Abdelraoyf Mousa, sole Members of ARJ INVESTMENTS LLC, are fully authorized in the name and on behalf of the Company: to borrow money, to execute loan agreements, to purchase any real estate for such amount and on such terms and conditions and with such clauses and stipulations contained in the act of purchase as he thinks proper and advisable; to sell any real estate or personal property owned by the Company to any person or persons or corporations, for such amount and on such terms and conditions as he may think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefor; to mortgage any real estate (immovable) owned by the Company under a conventional mortgage to anyone or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions as he may determine; with authority in the case of a homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; to grant a security interest in any personal property (movable) owned by the Company; to enter into pledge agreements pledging any property of the Company, including but not limited to, the promissory notes or collateral mortgage notes paraphed for identification with a collateral mortgage on the Company's real estate; to enter into assignment agreements assigning property of the Company, with full authority on the part of him to sign and execute any act or acts before any Notary Public, containing such clauses, stipulations and obligations as he may deem advisable, including confession of judgment, sale by executory process, waiver of appraisement, and the non-alienation clauses; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, building contracts, etc., necessary or advisable to carry out fully the foregoing objects and purposes; to build and construct houses and other improvements on, or make repairs or additions to property owned by the Company for itself; or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bond, and for such amount and on such terms as he deems advisable; the intent of this certificate of authority being to place full authority with him to transact completely the business of the Company as outlined in its articles of organization, in which its objects and purposes are set forth, and under Louisiana law, all without the necessity of the execution of a separate certificate of authority to cover each transaction, or to cover each sale, purchase or mortgage, or the construction of any improvements on the property of the Company for itself, or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this certificate of authority.

Ashraf Salem, Member

Abdelraoyf Mousa, Member

Grantor. By Grantee's signature, Grantee expressly acknowledges all such waivers and Grantee's exercise of Grantee's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

All the agreements, stipulations and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, legal representatives, and assigns.

The parties hereto take cognizance that title examination and no survey on the herein described property have been requested or obtained and the parties do hereby relieve and release me, Notary, Newman, Mathis, Brady & Spedale, APLC and Gulf Title Corporation, from any and all liability, responsibility or damage including court costs and attorneys fees in connection therewith.

THUS DONE AND SIGNED by Grantor in the presence of the witnesses signed opposite Grantor and me, Notary Public, duly qualified in and for said jurisdiction, after due reading of the whole this 3th day of November, 2022.

WITNESSES:

Emily A. Macaforo

ELIZABETH D. BOUDREAUX

GRANTOR:

ARJ INVESTMENTS LLC

By: _____
Ashraf Salem, Member

By: _____
Abdelraoyf Mousa, Member

GRANTEE:

TULLIS INVESTMENTS LLC

By: _____
Ashraf Salem, Member

By: _____
Abdelraoyf Mousa, Member

NOTARY PUBLIC

MICHAEL F. SCHOTT, JR.
Notary Public
State of Louisiana
Jefferson Parish
Louisiana Bar No. 35310
My Commission is for Life

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder

Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-42712

Recording Date: 11/4/2022 10:18:04 AM

Document Type: QUITCLAIM

Addtl Titles Doc Types:

Conveyance Instrument Number: 719182

Filed by: NEWMAN MATHIS BRADY & SPEDALE
3301 NORTH BLVD
BATON ROUGE LA 70806

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

Orleans Parish, LA

Summary

Parcel ID	4500-WOODLANDDR
Tax Bill Number	513829536
Municipal District	5
Location Address	4500 WOODLAND DR
Property Class	C - COMMERCIAL
Special Tax District	
Subdivision Name	TALL TIMBR
Zoning District	Show Viewer (41189006)
Land Area (sq ft)	21000
Building Area (sq ft)	2242
Revised Bldg Area (sq ft)	0
Square	SEC
Book	83
Lot/Folio	20-A1/079
Line	006
Legal Description	1. TALL TIMBERS 2. PT SECTION 20-A OR 20-A1 3. 140 X 150 4. 4500 WOODLAND DR & TULLIS DR
Assessment Area	TALL TIMBERS COM 53 Show Assessment Area Map
Parcel Map	Show Parcel Map

Owners

TULLIS INVESTMENTS LLC
C/O NAR SOLUTIONS, INC
BMO 85, PO BOX 1414
MINNEAPOLIS MN 55480 1414

Notices

2022 Assessment Notice (PDF)
2023 Assessment Notice (PDF)
2024 Assessment Notice (PDF)

Quick Links

Estimate Taxes
Tax Information
Historical Property Tax Bills

Valuation

		2026 Uncertified	2025 Certified	2024 Certified
	Land Value	$42,000	$42,000	$42,000
+	Building Value	$283,000	$283,000	$283,000
=	**Total Value**	**$325,000**	**$325,000**	**$325,000**

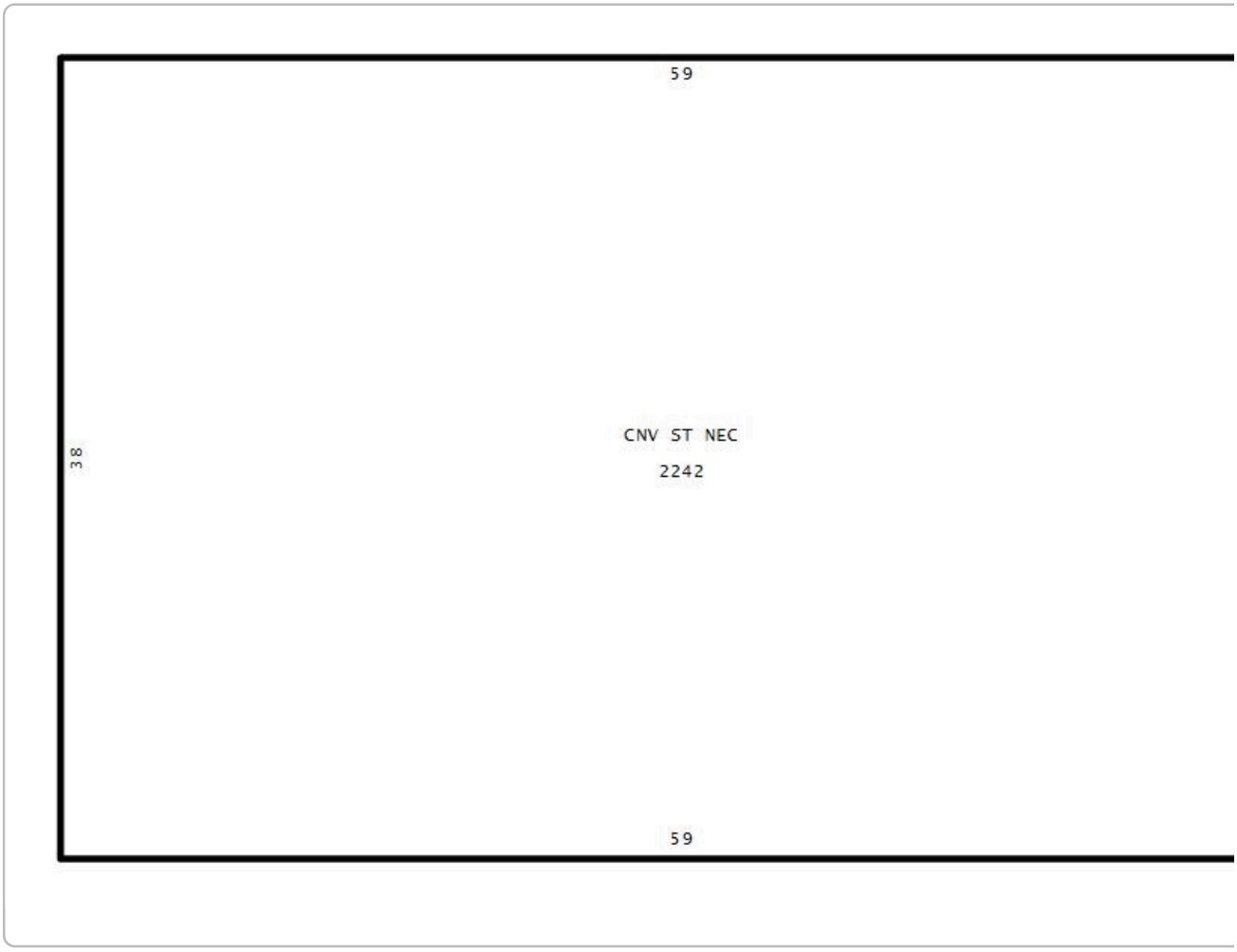
		2026 Uncertified	2025 Certified	2024 Certified
	Assessed Land Value	$4,200	$4,200	$4,200
+	Assessed Building Value	$42,450	$42,450	$42,450
=	**Total Assessed Value**	**$46,650**	**$46,650**	**$46,650**
-	Total Exemption Value	$0	$0	$0
=	**Taxable Assessment**	**$46,650**	**$46,650**	**$46,650**
	Special Assessment Treatment			
	Age Freeze			
	Disability Freeze			
	Assessment Change			
	Tax Contract			

Sales

Sale/Transfer Date	Price	Grantor	Grantee	Notarial Archive Number	Instrument Number
9/11/2023	$5,787	TULLIS INVESTMENTS LLC	TULLIS INVESTMENTS LLC	202333530	734056
11/3/2022	$100	ARJ INVESTMENTS LLC	TULLIS INVESTMENTS LLC	202242712	719182
12/15/2021	$750,000	TULLIS, INC	ARJ INVESTMENTS LLC	202151638	703530
11/27/2019	$10,260	LOT 20A1, LLC	LOT 20A1 LLC	201950467	668268
11/8/2019	$100,000	LOT 20A1 LLC	TULLIS, INC	202151940	703645
11/8/2019	$100,000	LOT 20A1, LLC	LOT 20A1, LLC	201944892	666156
11/8/2019	$100,000	TULLIS, INC.	LOT 20A1, LLC	201944891	666155
10/10/2019	$5,382	LOT 20A1, LLC	LOT 20A1, LLC	201946819	667054
1/11/2013	$200,000	SAMOA LLC	LOT 20A1, LLC	201303456	526712
5/14/2012	$200,000	TULLIS INC	SAMOA LLC	201219074	511584
8/26/2005	$150,000		TULLIS INC	05-45020	000315086
12/21/1992	$175,000			08012002	000062386
10/14/1986	$0			02031988	000000000
8/13/1986	$635,900			09301986	000000000
3/26/1986	$578,092			04081986	000000000
6/20/1985	$218,300			07101985	000000000
3/23/1983	$202,949			03291983	000000000
1/7/1983	$0			01131983	000000000

Photos

Sketches



No data available for the following modules: Exemptions, , Change Orders.

The Orleans Parish Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/4/2025, 10:11:21 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

State of Louisiana
Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
5330 ST CLAUDE INVESTMENT, LLC	Limited Liability Company	NEW ORLEANS	Active

Previous Names

Business: 5330 ST CLAUDE INVESTMENT, LLC
Charter Number: 44056333K
Registration Date: 9/5/2020

Domicile Address

1891 ROUSSEAU ST
NEW ORLEANS, LA 70130

Mailing Address

1891 ROUSSEAU ST
NEW ORLEANS, LA 70130

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 9/5/2020
Last Report Filed: 8/15/2024
Type: Limited Liability Company

Registered Agent(s)

Agent: ASHRAF SALEM
Address 1: 1891 ROUSSEAU ST
City, State, Zip: NEW ORLEANS, LA 70130
Appointment Date: 9/5/2020

Officer(s)

Additional Officers: No

Officer:	ASHRAF SALEM
Title:	Manager, Member
Address 1:	1891 ROUSSEAU ST
City, State, Zip:	NEW ORLEANS, LA 70130

Officer:	ABDELRAOYF MOUSA
Title:	Manager, Member
Address 1:	6 AFTON CIRCLE
City, State, Zip:	HARVEY, LA 70058

Amendments on File

No Amendments on file

Print

UNITED STATES OF AMERICA

State of Louisiana

Nancy Landry

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

5330 ST CLAUDE INVESTMENT, LLC

are true and correct and are filed in the Louisiana Secretary of State's Office.

44056333K	ORIGF	9/5/2020	3 page(s)
46076154	24 AR	8/15/2024	1 page(s)

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

August 4, 2025

Nancy Landry

Secretary of State

WEB 44056333K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 12070003#HTL73

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov

STATE OF LOUISIANA

ARTICLES OF ORGANIZATION

(R.S. 12:1301)

1. The name of this limited liability company is:
5330 ST CLAUDE INVESTMENT, LLC

2. This company is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED

3. The duration of this limited liability company is: (may be perpetual):
PERPETUAL

4. The company is:
MEMBER-MANAGED

Other provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: ASHRAF SALEM (9/3/2020)
TITLE: MEMBER

LIMITED LIABILITY COMPANY INITIAL REPORT

(R.S. 12:1305 (E))

The name of this limited liability company is:
5330 ST CLAUDE INVESTMENT, LLC

The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:
1891 ROUSSEAU ST
NEW ORLEANS, LA, 70130

Mailing Address:
1891 ROUSSEAU ST
NEW ORLEANS, LA, 70130

The full name and municipal address (not a P.O. Box only) of each of this limited liability company's registered agent(s) is/are:
ASHRAF SALEM
1891 ROUSSEAU ST
NEW ORLEANS, LA, 70130

The name and municipal address (not a P.O. Box only) of the managers or members:
ASHRAF SALEM (MANAGER, MEMBER)
1891 ROUSSEAU ST
NEW ORLEANS, LA, 70130

ABDELRAOYF MOUSA (MANAGER, MEMBER)

6 AFTON CIRCLE
HARVEY, LA, 70058

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: ASHRAF SALEM (9/3/2020)
TITLE: MEMBER

SECRETARY OF STATE

Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 44056333K

Charter Name: 5330 ST CLAUDE INVESTMENT, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
09/05/2020	ASHRAF SALEM	ASHRAF SALEM

Nancy Landry
Secretary of State

LIMITED LIABILITY COMPANY
ANNUAL REPORT
For Period Ending
9/5/2024

44056333K

2024

Mailing Address Only **(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)**

44056333 K 1
5330 ST CLAUDE INVESTMENT, LLC

1891 ROUSSEAU ST
NEW ORLEANS, LA 70130

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)
Registered Office Address in Louisiana **(Do not use P. O. Box)**
1891 ROUSSEAU ST
NEW ORLEANS, LA 70130

Federal Tax ID Number

Our records indicate the following registered agents for the company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. **A**
NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.
ASHRAF SALEM
1891 ROUSSEAU ST NEW ORLEANS, LA 70130

I hereby accept the appointment of registered agent(s).

New Registered Agent Signature

Sworn to and subscribed before me on
NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Notary Signature **Date**

This report reflects a maximum of three members/managers for the company. Indicate any changes or deletions below. Include a listing of all names and addresses. Do not use a P. O. Box. If additional space is needed attach an addendum. ***Officer titles, such as president or secretary are not acceptable*** .

ASHRAF SALEM — Manager, Member
1891 ROUSSEAU ST NEW ORLEANS, LA 70130
ABDELRAOYF MOUSA — Manager, Member
6 AFTON CIRCLE HARVEY, LA 70058

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.

SIGN →	To be signed by a manager, member, or agent	Title	Phone	Date
	ASHRAF SALEM (SIGNED ELECTRONICALLY)	MEMBER		08/15/2024
	Signee's address	Email Address		(For Office Use Only)
		ON FILE		

Enclose filing fee of $30.00

Make remittance payable to Secretary of State
Do Not Send Cash
Do Not Staple

web site: **www.sos.louisiana.gov**

Return by: 9/5/2024

To: **Commercial Division**
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704

DO NOT STAPLE

2

UNSIGNED REPORTS WILL BE RETURNED

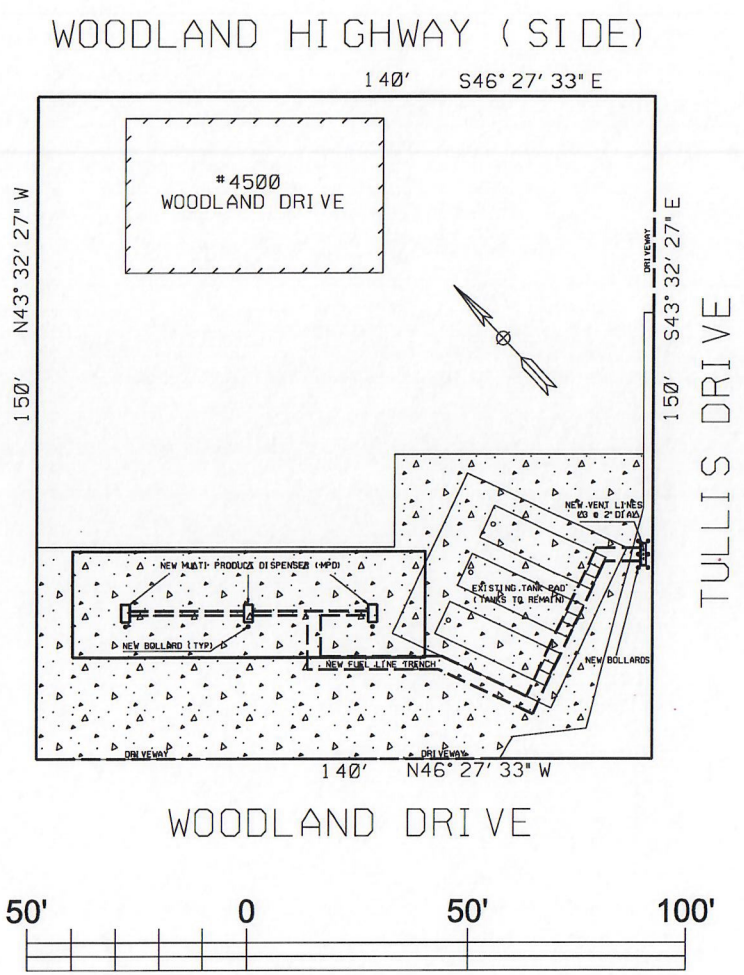
SITE PLAN

NOTES:

1) SITE LAYOUT BASED ON OWNER PROVIDED SURVEY DATED DEC. 17, 1992.

2) ALL NEW CONCRETE TO BE 6-IN THICK, 4,000 PSI.

3) MATCH AND RESTORE ALL JOINTS IN CONCRETE.



STATE OF LOUISIANA
GLENN M. GREMILLION
License No 31677
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

NEW CONCRETE
(SEE NOTE #2)

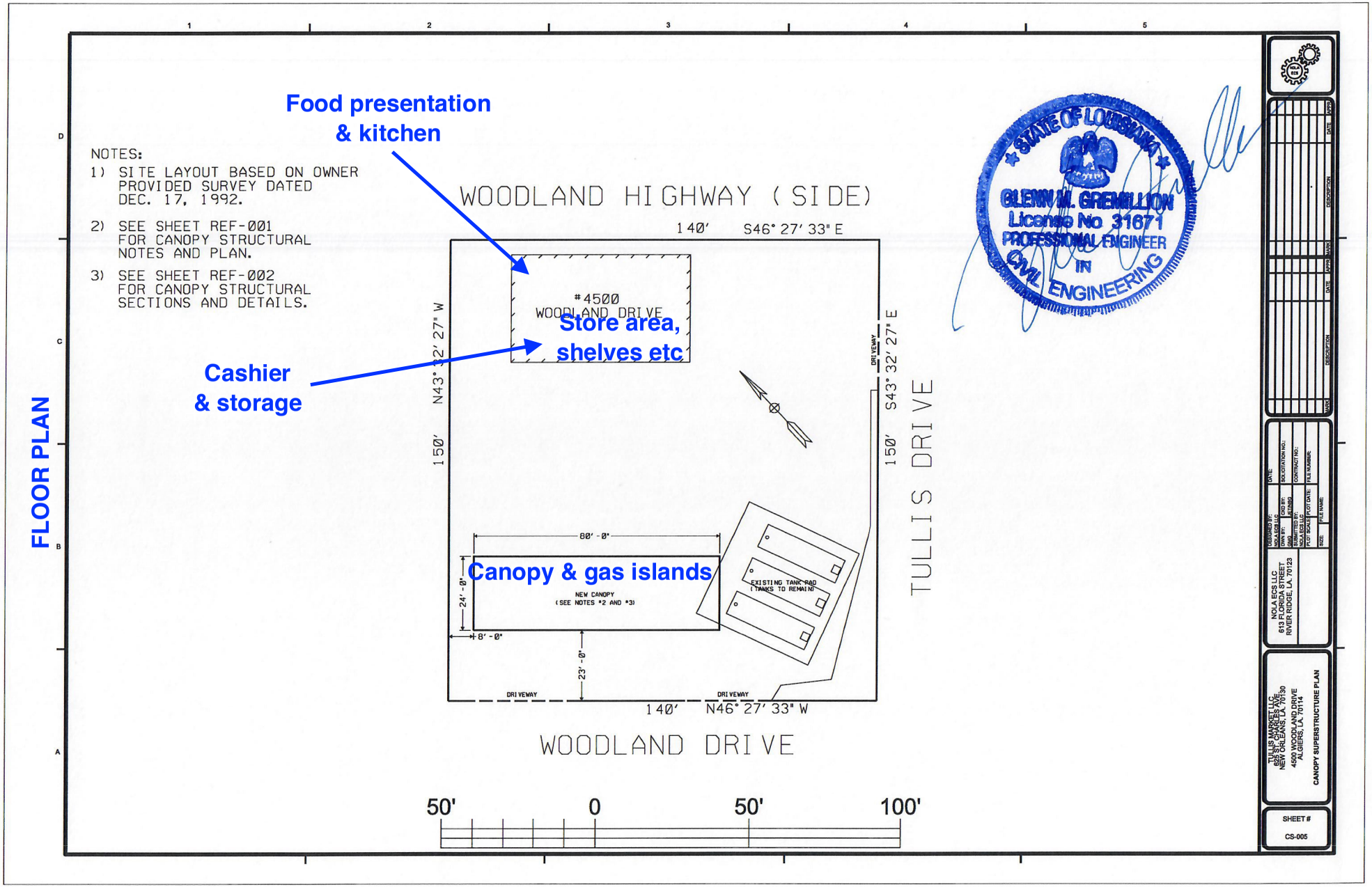
NOLA ECS LLC
613 ROYAL STREET
RIVER RIDGE, LA 70123

TULLIS MARKET LLC
625 ST. CHARLES AVE
NEW ORLEANS, LA 70130
4500 WOODLAND DRIVE
ALGIERS, LA 70114

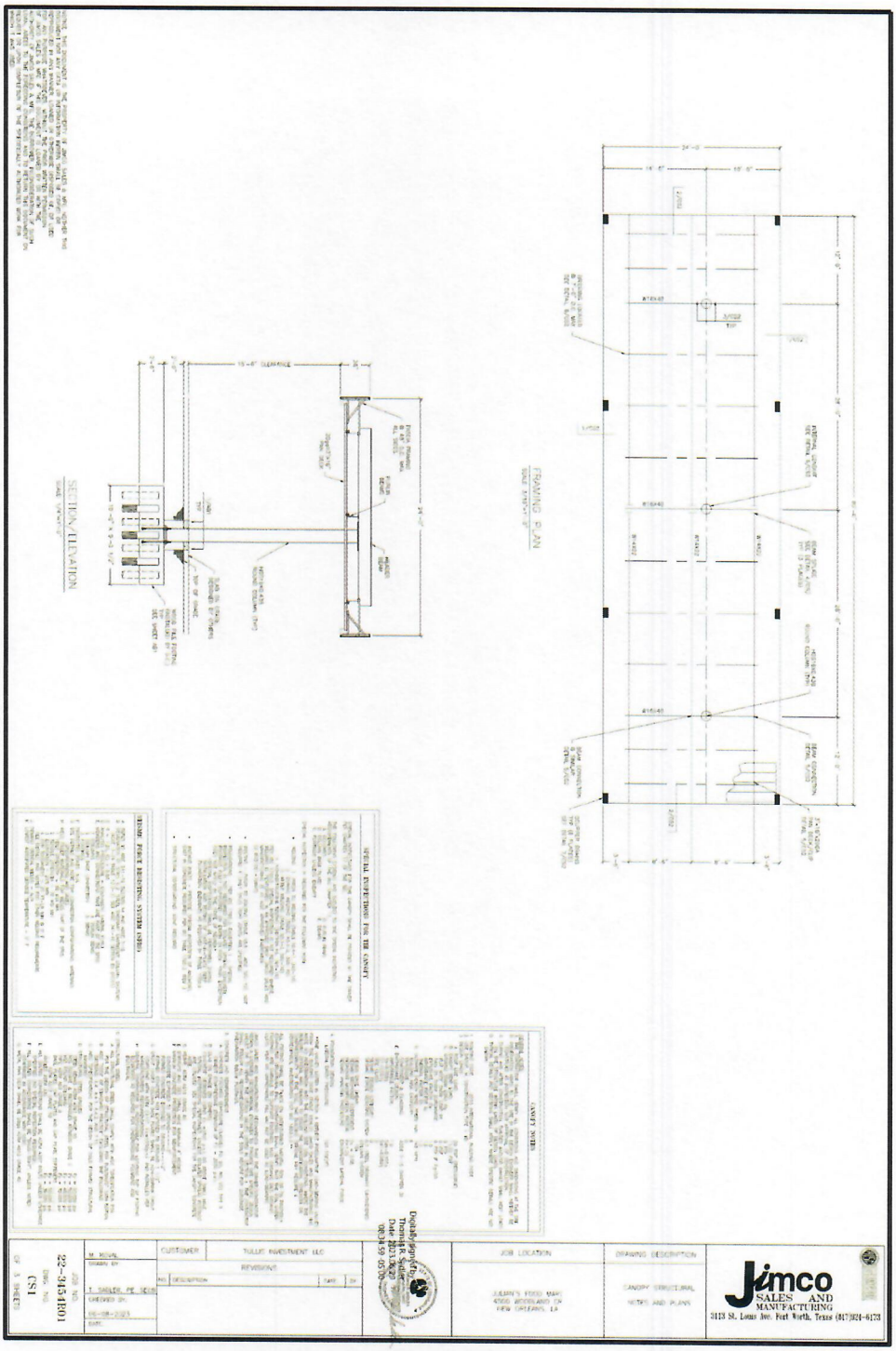
PROPOSED FINAL SITE PLAN

SHEET #
CS-002

FLOOR PLAN


Food presentation & kitchen
Store area, shelves etc
Cashier & storage
Canopy & gas islands
NOTES:
1) SITE LAYOUT BASED ON OWNER PROVIDED SURVEY DATED DEC. 17, 1992.
2) SEE SHEET REF-001 FOR CANOPY STRUCTURAL NOTES AND PLAN.
3) SEE SHEET REF-002 FOR CANOPY STRUCTURAL SECTIONS AND DETAILS.
WOODLAND HIGHWAY (SIDE)
140' S46° 27' 33" E
#4500 WOODLAND DRIVE
150' N43° 32' 27" W
150' S43° 32' 27" E
TULLIS DRIVE
DRIVEWAY
80' - 0"
24' - 0"
8' - 0"
23' - 0"
NEW CANOPY (SEE NOTES #2 AND #3)
EXISTING TANK PAD (TANKS TO REMAIN)
DRIVEWAY
DRIVEWAY
140' N46° 27' 33" W
WOODLAND DRIVE
50' 0 50' 100'
STATE OF LOUISIANA
GLENN M. GREMILLION
License No. 31671
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
NOLA ECS LLC
613 FLORIDA STREET
RIVER RIDGE, LA. 70123
TULLIS MARKET, LLC
6363 ST. CHARLES AVE.
NEW ORLEANS, LA. 70130
4500 WOODLAND DRIVE
ALGIERS, LA. 70114
CANOPY SUPERSTRUCTURE PLAN
SHEET #
CS-005

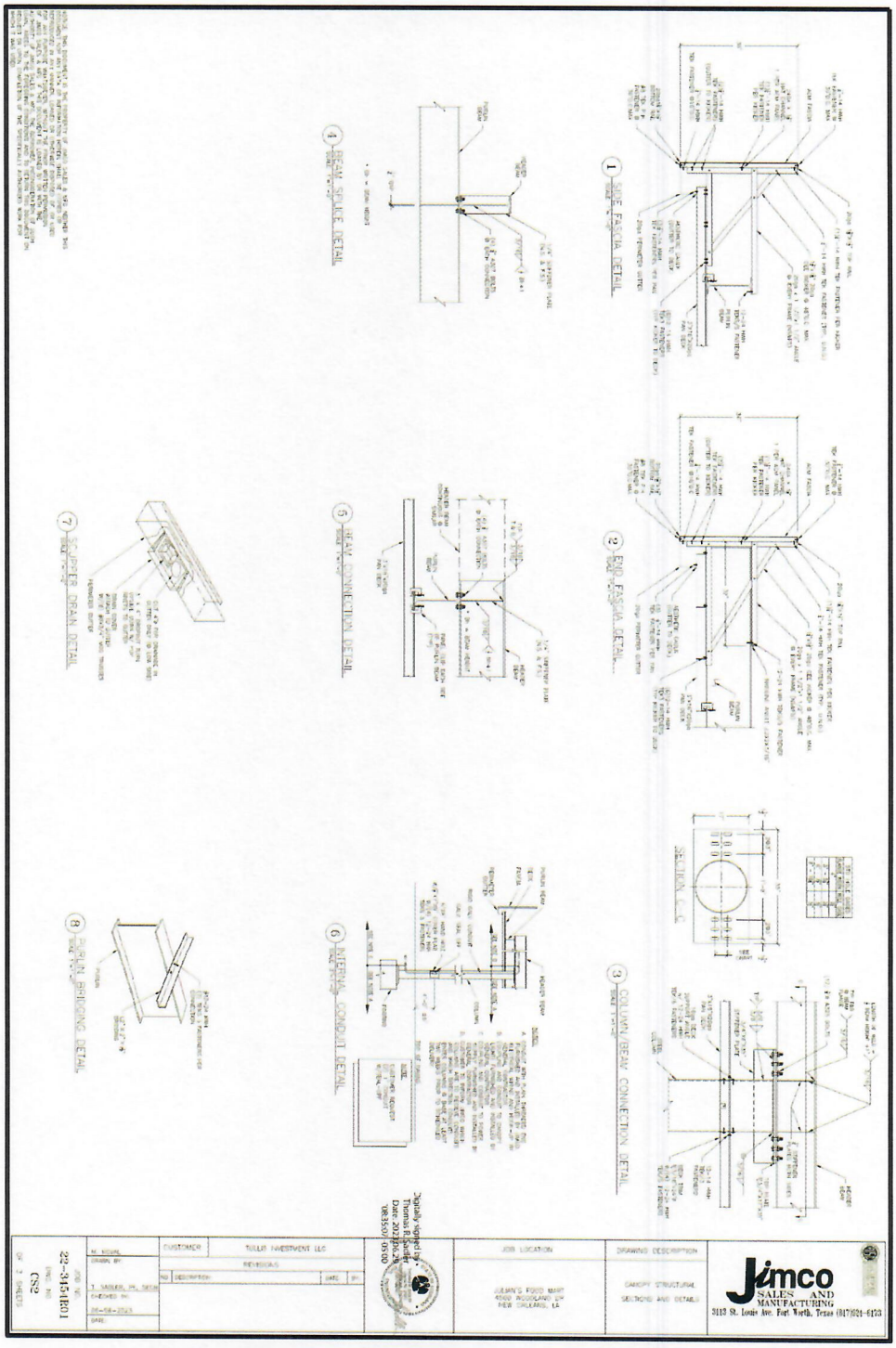
ELEVATIONS



NOTE: REFERENCE DRAWING IS NOT TO SCALE.
DIMENSIONS AS SHOWN.

SHEET # REF 001	TULLIS MARKET LLC 625 ST. CHARLES AVE. NEW ORLEANS, LA. 70130 4500 WOODLAND DRIVE ALGIERS, LA. 70114 CANOPY REFERENCE DRAWING	NOLA ECS LLC 613 FLORIDA STREET RIVER RIDGE, LA. 70123	DESIGNED BY: NOLA ECS LLC DRWN BY: GMG CKD BY: JETKING SUBMITTED BY: NOLA ECS LLC PLOT SCALE: PLOT DATE: SIZE: FILE NAME: DATE: SOLICITATION NO.: CONTRACT NO.: FILE NUMBER:

ELEVATIONS



NOTE: REFERENCE DRAWING IS NOT TO SCALE.
DIMENSIONS AS SHOWN.

TULLIS MARKET LLC
925 ST. CHARLES AVE.
NEW ORLEANS, LA. 70130

4500 WOODLAND DRIVE
ALGIERS, LA. 70114

CANOPY REFERENCE DRAWING

NOLA ECS LLC
613 FLORIDA STREET
RIVER RIDGE, LA. 70123

SHEET #
REF 002

PUBLIC SPEAKING CARD FOR LAND USE MATTERS

(please print clearly)

1842

Date: 9/23/25

Presiding Officer:

I would like to speak regarding 4500 woodland dr

☐ In Support ☐ In Opposition ☒ Info. Only

Name: maddie charleston

Representing: 4500 woodland dr

Address:: 92c chartres st

Remarks:

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

MOTION

NO. M-25-547

CITY HALL: October 23, 2025

BY: COUNCILMEMBER KING

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **APPROVAL,** subject to three provisos, related to **ZONING DOCKET 54/25**, initiated by **TULLIS INVESTMENTS, LLC,** requesting consideration of a conditional use to permit a gas station in a C-1 General Commercial District, Lot 20-A1, Section 20, Tall Timbers, in the Fifth Municipal District, bounded by Woodland Drive, Tullis Drive, and Woodland Highway (Municipal Address: 4500 Woodland Drive), is hereby received and the request is **approved.**

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Council Land Use Officer, who is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 7, 2023

CALENDAR NO. 34,385

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

AN ORDINANCE to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans are amended to read as follows:

"Chapter 26 – BUILDINGS, BUILDING REGULATIONS AND HOUSING STANDARDS.

* * *

ARTICLE XI. – STANDARDS FOR SHORT TERM RENTALS

DIVISION 1. - IN GENERAL

* * *

Sec. 26-615. - Short-term rental permits required.

(a) No dwelling unit in Orleans Parish may be used as a short-term rental unless:

(1) An owner of the dwelling unit possesses a valid and current short-term rental owner permit issued for the dwelling unit in accordance with Division 2 of this article, and all owners fully comply with all legal requirements and duties imposed herein; and

(2) An owner has designated an operator possessing a valid short-term rental operator permit, issued in accordance with Division 3 of this article, and such operator fully complies with all legal requirements and duties imposed herein.

(b) No platform may facilitate or conduct any booking transaction for a short-term rental in Orleans Parish without first obtaining and maintaining a short-term rental platform permit issued in accordance with Division 4 of this article.

(c) The permits required by this article are regulated privileges, not rights, and can be revoked or suspended by the city in accordance with the provisions provided herein.

(d) Any permit issued pursuant to this article is strictly personal and may not be transferred or assigned.

(e) In the event the holder of a short-term rental owner's permit ceases to own the property or fails to renew the permit timely, the permit shall be immediately void, and short-term rental use shall be prohibited on the property.

(f) If any required contact information changes for any permit, the person possessing the permit shall immediately notify the department in writing, and the department shall issue a revised permit to reflect the updated contact information.

Sec. 26-616. - Short-term rental permit fees.

(a) The only short-term rental owner permit classification is a Short-term rental, commercial.

(b) A non-refundable application fee of $50.00 shall be due upon submission of any new or renewal short-term rental application.

(c) The following annual permit fees, which shall be refunded in the event an application is denied, shall be due upon submission of any new or renewal short-term rental application:

(1) Short-term rental, commercial owner permit: $1,000.00.

(2) Operator card replacement fee: $25.00.

(3) Short-term rental operator permit: $1,000.00.

(4) Short-term rental platform permit: $10,000.00.

(d) The owner shall remit to the city a $12.00 fee for each night of occupancy of a dwelling unit used as a short-term rental to offset the costs of enforcement and other costs borne by the city. Fees shall be due and remitted along with tax submissions.

DIVISION 2. - SHORT-TERM RENTAL OWNER PERMIT

Sec. 26-617. - Permit and application—Eligibility.

(a) No dwelling unit may be used as a short-term rental unit unless an owner possesses a short-term rental owner permit issued in accordance with this article. Issuance of a short-term rental owner permit shall be subject to the following rules and criteria:

(1) A short-term rental owner permit shall be valid for one year from the date of issuance and shall be reapplied for annually.

(2) A separate short-term rental owner permit shall be required for each dwelling unit used as a short-term rental.

(3) A short-term rental owner permit shall be consistent with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and any other applicable density limitations set forth in the Comprehensive Zoning Ordinance.

(4) Any dwelling unit permitted for short-term rental use must meet all applicable building, zoning, and addressing regulations, as determined by the department.

(5) An owner of a property with outstanding taxes, fines, fees or penalties levied by the city, or that has been found to be liable of an unabated violation of the City Code by an administrative hearing officer or court shall not be eligible for a short-term rental owner permit with respect to said property.

(6) All juridical owners must be in good standing with the State of Louisiana to be eligible for a commercial short-term rental owner permit.

(7) An owner of a property with open permits for new construction, structural or non-structural renovation, or electrical or mechanical work, or open violation cases for electrical or mechanical code violations or work without permits, shall not be eligible for a short-term rental owner permit with respect to said property without the written approval of the Chief Building Official of the City of New Orleans or a designee.

(8) The owner or resident of a dwelling unit required to be affordable by the Mandatory Inclusionary Zoning, Voluntary Inclusionary Zoning, Affordable Housing Planned Development, or Small Multifamily Affordable Housing provisions of the Comprehensive Zoning Ordinance shall not be eligible for a short-term rental permit for that dwelling unit.

(b) The application for a short-term rental owner permit shall be on forms created by the department, which shall, at a minimum, require the following information from applicants:

(1) The name, age, address, phone number, and email contact information of all owners;

(2) The municipal address of the dwelling unit associated with the short-term rental owner permit;

(3) The total number of dwelling units located on the lot-of-record containing the dwelling unit associated with the short-term rental owner permit application; and

(4) The name, address, phone number, email contact information, and permit number of the operator designated by the owner to satisfy the requirements of this article with respect to the dwelling unit associated with the short-term rental owner permit.

If the designated operator has not yet received a permit number, the applicant shall provide evidence of a contemporaneous application for a short-term rental operator's permit by the designated operator.

(c) The following additional documentation shall be submitted to the department, along with the application, prior to processing:

(1) A list of platforms that will be used to solicit booking transactions for the dwelling unit associated with the short-term rental owner permit, and correlating print-outs or Universal Resource Locator (URL) links soliciting the short-term rental, if any.

(2) A floor plan depicting all:

i. Entrance and exit doors;

ii. Windows;

iii. Bedrooms, including an indication of which are used for guests;

iv. Bathrooms;

v. Kitchens; and

vi. Interior doors.

(3) An evacuation plan indicating:

i. The fire exits and escape routes;

ii. The location of smoke detectors;

iii. The location of fire extinguishers; and

iv. The location of carbon monoxide detectors.

(4) A site plan indicating the location of any required parking.

(5) A noise abatement plan that provides, at a minimum, a noise monitoring device.

(6) A sanitation plan that provides, at a minimum, for daily visual inspections on the property, as well as regular litter and trash collection and procurement of an adequate number of trash bins to securely hold all trash generated by the property in a lidded container.

(7) A security and operation plan.

(8) An attestation signed by the owner providing that:

i. The dwelling unit has no outstanding property taxes or city liens associated with the lot-of-record, nor do any of its owners owe any other outstanding taxes to the city, including taxes and fees owed in connection with short-term rentals;

ii. The dwelling unit complies, and will comply during any short-term rental of the dwelling unit, with all standards contained in the city's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code;

iii. The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide alarms outside every bedroom, and a properly maintained and charged fire extinguisher on all habitable floors;

iv. The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short-term rentals, including, but not limited to, homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions;

v. The owner read, understands, and agrees to comply with all legal duties imposed by this article and the Comprehensive Zoning Ordinance;

vi. The owner possesses insurance that meets the requirements of section 26-618(a)(1); and

vii. The owner will not discriminate in guest use or rental of a short-term rental, and will comply with all applicable anti-discrimination laws, including, but not limited to, Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

(9) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(d) The department shall deny any short-term rental application that does not contain all of the information listed in section 26-617(b) and (c).

(e) Every short-term rental owner permit issued by the department shall contain the following information:

(1) Short-term rental owner permit number;

(2) Municipal address of the dwelling unit associated with the permit;

(3) Owner's name and contact information;

(4) Operator's name and contact information;

(5) The permit's effective and expiration dates;

(6) The guest bedroom and occupancy limit of the dwelling unit associated with the permit; and

(7) Contact information for the city's short term rental administration to facilitate reporting complaints.

(f) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall also require:

(1) Completion and submission of a form created by the department of finance providing the associated short-term rental taxes and fees paid to the city for the previous permit year. The form, which shall be deemed confidential tax records for purposes of La. R.S. 47:1508, shall include at a minimum:

a. A statement indicating if the required taxes and fees were paid by the owner, a platform, or both, for the preceding tax year and in what total amounts;

b. The total number of nights the dwelling unit used as a short-term rental was rented in the previous calendar year;

c. The rates charged for each nightly rental; and

d. Any IRS Forms 1099 or other financial reports or documents provided to owners or operators by any platform related to rental activity on each platform used.

(2) Updated owner and operator contact information, if applicable;

(3) An attestation signed by the owner providing, in addition to the continued compliance with the items specified in subsection (c), above, that the short-term rental owner permit has not been revoked in the previous year;

(4) An updated list of platforms that are used to solicit books transactions for the dwelling unit associated with the short-term rental owner permit, and correlating

print-outs of the Universal Resource Locator (URL) soliciting the short-term rental (for example: http://www.vrbo.com/XXXXX or https://www.airbnb.com/rooms/XXXXX);

(5) Proof of a favorable, annual city fire inspection; and

(6) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(g) For co-owned property, only one owner's permit shall be required, provided that the applicant certifies to the department that all owners independently meet the requirements for an owner's permit and that the applicant has secured all necessary approvals from the other owners to obtain a short-term rental permit.

Sec. 26-618. - Legal duties of a short-term rental owner permit holders.

(a) *Legal duties*. An owner possessing a short-term rental owner permit shall comply at all times with the following requirements:

(1) Insurance. The owner shall maintain in full force and effect at all times, a minimum of $1,000,000.00 in "commercial general liability" insurance per occurrence, combined single limit, for bodily injury, personal injury, and property damage arising in any way from the issuance of the permit or activities conducted pursuant to the permit, for each dwelling unit used as a short-term rental.

(2) Guest records. The owner shall maintain guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged. Such records shall be maintained for three years and shall be provided to the city upon request, in accordance with applicable law. Personally identifiable guest information may be redacted.

(3) Short-term rental advertisements. The owner shall ensure that the following information be provided in connection with any short-term rental advertisement and shall ensure, in any event, that each short-term rental listing advertises only one dwelling unit permitted as a short-term rental:

a. The short-term rental owner permit number;

b. The short-term rental operator permit number of the designated operator;

c. Whether the dwelling unit is wheelchair accessible or otherwise compliant with the Americans with Disabilities Act;

d. The number of available guest bedrooms as indicated on the owner permit; and

e. The maximum available occupancy of the dwelling unit as indicated on the owner permit.

(4) Adherence to dwelling and occupancy limits. Short-term rentals shall be subject to, and may not exceed, the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in the Comprehensive Zoning Ordinance.

(5) Required postings at the short-term rental.

a. The owner shall ensure that a copy of the owner permit is displayed in a location clearly visible from the street and legible to both guests and neighbors.

b. The owner shall ensure that the following are displayed in a location clearly visible and legible to guests:

i. An evacuation diagram identifying fire escapes and all means of egress from the dwelling unit and the building in which the dwelling unit is located;

ii. Trash disposal and recycling collection days; and

iii. Contact information for the city's short-term rental administration to facilitate reporting complaints.

(6) Health and safety. The owner shall ensure that each dwelling unit governed by this article complies with the following standards:

a. Walls, ceilings, floors, windows, fixtures and furnishings throughout the dwelling unit shall be maintained in a clean condition at all times and shall be in good repair.

b. All rooms shall be adequately lighted and properly ventilated by natural or artificial means or both, and shall be provided with adequate heating and air-conditioning facilities. All natural gas fired heaters shall be vented to the outside atmosphere.

c. Each guest shall be furnished with clean towels, washcloths, and bed linens. Sheets must be of sufficient width and length to completely cover the mattress and be turned under the mattress so as to properly secure the sheet. All towels, washcloths and bed linens shall be kept in good repair and changed between rentals.

d. All dishes, utensils, pots, pans and other cooking utensils shall be provided to guests in a safe and sanitary condition. The permittee shall ensure that all

perishables left by the guests are disposed of at the conclusion of a short-term rental.

e. Each dwelling unit shall have a working fire extinguisher, smoke alarms, and carbon monoxide detectors and shall comply with all applicable fire codes;

f. The dwelling unit shall have working locks, operable by guests, at all points of ingress and egress.

g. Every dwelling unit shall comply with applicable provisions of the Comprehensive Zoning Ordinance, the Minimum Property Maintenance Code as provided in Chapter 26, Article IV, and the New Orleans Building Code, as provided in section 26-14, et seq.

(7) Short-term rental guest use limitations. The owner shall ensure that no dwelling unit used as a short-term rental is used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance, during guest use of the short-term rental.

(8) Criminal activity. The owner shall timely report any known or suspected criminal activity by a guest to the New Orleans Police Department.

(9) Reasonable inspections. The owner shall submit to inspections authorized by section 26-624(c).

(10) Owner/operator availability. The owner shall:

a. Ensure the permitted operator is available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator be:

i. Accessible by telephone.

ii. Able to resolve complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Able to resolve complaints within one hour of being contacted by guests.

iv. Able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, in addition to the operator, and be able to resolve complaints within one hour of being contacted by guests.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints from the City of New Orleans and any of its departments regarding disruptive short-term rentals within one hour.

(11) Taxes and fees. Except for those instances in which a platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, as provided in section 26-622.1, the owner shall timely remit all applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a platform to collect and remit taxes and fees pursuant to

section 26-622.1 shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this article.

(12) Compliance with other laws. The owner shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts.* The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental owner permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) Using a dwelling unit as a reception facility, or for any other commercial use defined by the Comprehensive Zoning Ordinance, during a short-term rental. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for any period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud sound, (ii) offensive odors, (iii) public drunkenness, (iv) unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud sound means any noise generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference defined in this paragraph shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure to comply with any other legal duty imposed by this article or correlating provisions in the Comprehensive Zoning Ordinance, and all other applicable laws.

(16) Failure to ensure that the licensed operator is available as required by section 26-618(a)(10).

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(c) *Ongoing duty.* An owner possessing a short-term rental owner permit may delegate the performance of any duties set forth in this section to the permitted short-term rental operator identified in the owner's application to the department. Notwithstanding that delegation, the owner remains principally responsible for the performance of all duties created hereunder and may not assert the non-performance of a short-term rental operator as a defense to any action arising from a breach of the owner's duties under this article.

DIVISION 3. - SHORT-TERM RENTAL OPERATOR PERMIT

Sec. 26-619. - Short-term rental operator permit and application—Eligibility.

(a) Every dwelling unit used as a short-term rental in Orleans Parish shall be operated by a natural person age 18 or over holding a short-term rental operator permit.

(1) A natural person who holds a short-term rental owner permit may act as the operator, but must separately apply for and obtain a short-term rental operator permit.

(2) The short-term rental operator permit is valid for one year from the date of issuance, and shall be reapplied for annually.

(3) A separate short-term rental operator permit shall be required for each dwelling unit used as a short-term rental.

(b) The application for a short-term rental operator permit shall be on forms created by the department, which shall require, at a minimum, the following information:

(1) The name, address, phone number and email contact information of the operator.

(2) An attestation that the operator has read, understands, and agrees to comply with all legal duties imposed by this article, and in the Comprehensive Zoning Ordinance.

(3) Proof that the operator is at least 18 years of age.

(4) A nuisance prevention and neighborhood complaint response plan for each dwelling unit used as a short-term rental.

(5) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(c) The department shall deny any short-term rental operator application that does not contain all of the information listed in section 26-619(a) and (b).

(d) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall require:

(1) An attestation signed by the operator providing that, in addition to the items specified in subsection (b), above, that a short-term rental operator permit has not been revoked in the previous year;

(2) Updated contact information, if applicable; and

(3) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(e) The operator permit shall be issued in two forms:

(1) A PDF or other document that lists the operator's contact information, as well as any other information deemed pertinent by the department; and

(2) A card bearing the photograph of the licensed operator and listing the address of the property being used as a short-term rental, owner license number, and operator license number.

Sec. 26-620. - Legal duties to short-term rental operator permit holders.

(a) *Legal duties*. Any person possessing a short-term rental operator permit shall comply at all times with the following requirements:

(1) Operator availability. The operator shall:

a. Be available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator:

i. Be accessible by telephone;

ii. Serve as the point of contact for neighbors, including receiving and resolving complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Be able to resolve complaints within one hour of being contacted by guests.

iv. Be able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, including receiving and resolving inquiries and complaints within one hour of being contacted.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

(2) Guest records. The operator shall be solidarily responsible with the owner for ensuring full compliance with the guest record-keeping requirements set forth in section 26-618(a)(2).

(3) Short-term rental advertisements. The operator shall be solidarily responsible with the owner for ensuring full compliance with the advertising requirements set forth in section 26-618(a)(3).

(4) Adherence to dwelling and occupancy limits. The operator shall be solidarily responsible with the owner for ensuring full compliance with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in section 26-618(a)(4).

(5) Required postings at the short-term rental. The operator shall be solidarily responsible with the owner for ensuring full compliance with the posting requirements set forth in section 26-618(a)(5).

(6) Health and safety. The operator shall be solidarily responsible with the owner for ensuring full compliance with each of the health and safety requirements set forth in section 26-618(a)(6).

(7) Short-term rental guest use limitations. The operator shall be solidarily responsible with the owner for ensuring that no dwelling unit associated with a short-term rental owner permit be used as a reception facility, or any other commercial use as set forth in section 26-618(a)(7).

(8) Criminal activity. The operator shall be solidarily responsible with the owner for reporting any known or suspected criminal activity by a short-term rental guest to the New Orleans Police Department as set forth in section 26-618(a)(8).

(9) Reasonable inspections. The operator shall be solidarily responsible with the owner for facilitating inspections required by section 26-618(a)(9).

(10) Compliance with other laws. The operator shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts*. The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental operator permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) No dwelling unit associated with a short-term rental owner permit may be used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for a period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud noise, (ii) offensive odors, (iii) public drunkenness, (iv), unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud noise means any noise, generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or the sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure of the operator to be available as required by law.

(16) Failure to show the operator's license card on request.

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(18) Failure to comply with any other legal duty imposed by this article, correlating provisions in the Comprehensive Zoning Ordinance, or any other applicable law.

(c) The licensed operator is personally responsible for fulfilling these duties and may not delegate them to any other person or entity.

* * *

DIVISION 5. - DEPARTMENT OF SAFETY AND PERMIT'S SHORT-TERM RENTAL RESPONSIBILITIES AND POWERS

Sec. 26-624. - Departmental authority.

(a) *Receive short-term rental applications.* The department shall receive and process all short-term rental permit applications and determine applicant eligibility.

(b) *Issue eligible short-term rental permits.* The department shall issue permits only to eligible applicants, as determined by the department.

(c) *Inspections.*

(1) The director of the department or a duly authorized representative shall have the power to inspect any short-term rental to determine compliance with this article.

(2) Inspection may occur at any reasonable time, upon the production of proper identification by a representative of the department, whenever the director of the department has a reasonable belief that a dwelling unit or a short-term rental is in violation of any of the provisions of this article, the Comprehensive Zoning Ordinance, or the Building Code as provided in City Code section 26-14 et seq.

(3) Prior to any inspection of an occupied dwelling unit, the department shall present credentials to the owner, operator, or guest and request entry. If the short-term rental is unoccupied, the department shall attempt to locate the owner or operator and request entry. If the department does not obtain timely consent to enter a dwelling unit, it may attempt to secure entry as provided in subsection (4), below.

(4) Warrant for inspection. If the owner or operator of the short-term rental refuses within 72 hours of department's request, admittance to the director of the department or his/her duly authorized representative for the purpose of making an inspection or examination of the premises, the director or his representative may present an affidavit to any judge of the municipal court stating that he has cause to believe that an inspection of the designated premises will reveal designated violations of this article.

a. The affidavit alleging probable cause shall identify the factual basis for the belief that the short-term rental is not in compliance with this article, or correlating provisions in the Comprehensive Zoning Ordinance.

b. Upon receiving the affidavit, the judge may issue a warrant authorizing the director or his representative to search the premises. The scope of the search authorized by the warrant shall be limited to a search for those designated, alleged violations.

(5) An owner may avoid an inspection authorized by this section by voluntarily forfeiting his or her short-term rental owner's permit, in which case the permit shall be deemed revoked. Nothing herein shall limit the authority of a law enforcement body to secure a search warrant in connection with criminal activity at a dwelling unit unrelated to compliance with this article or the authority of the department to conduct lawful inspections of a dwelling unit unrelated to compliance with this article.

(d) *Rescission of permits*. The department is authorized to cancel and rescind a permit issued under this article whenever a permit so issued is in error, was issued on the basis of inaccurate or misleading information, or contravenes this article or the Comprehensive Zoning Ordinance.

(e) *Suspension of permits where life safety issues are present.* The department may suspend a short-term rental owner permit issued under this article whenever the property it corresponds to is the subject of a violation of building code that may endanger the life or safety of persons on the property. This suspension shall end automatically when the Director or their designee determines that the violation has been abated.

(f) *Identification of non-short-term rental transient lodging offered on Platforms.* The department shall issue, at no charge to businesses, an identification number to any transient lodging business in good standing that uses a platform to facilitate booking transactions. To obtain this identification number, the transient lodging business must provide the department with the following information:

(1) The name of the business;

(2) The business address; and

(3) The business's occupational license.

(g) *Enforcement.*

(1) The department shall prioritize the enforcement and adjudication of violations of section 26-618(b)(1) through (b)(7) and section 26-620(b)(1) through (b)(7) and section 26-618(b)(16) and take all available steps to adjudicate said violations immediately upon receiving evidence of the violation from a platform or otherwise.

(2) The department shall not be responsible for the enforcement of correlating taxation provisions dictated by Chapter 150 of the Code of the City of New Orleans.

(h) *Records.* The department shall maintain a registry of all permit types and correlating permit numbers issued to owners, operators, and platforms pursuant to this article.

(i) *Rules and regulations.* The department may issue rules and regulations related to the issuance of short-term rental licenses and enforcement of short-term rental laws.

(j) *Dashboard.* The department shall establish a public facing dashboard listing all short-term rental applications; owner and operator permits with photo ID cards; the addresses of properties the department has delisted from any platform, if available; and all addresses

with open, pending, and adjudicated violations. The dashboard shall further indicate the number of adjudications per week and the dispensation of any adjudicated violation. In addition, the dashboard shall list all lots subject to the five-year permit revocation contained in section 26-628(f). The public facing dashboard shall be updated on weekly basis.

* * *

DIVISION 6. – ENFORCEMENT

* * *

Sec. 26-628. - General suspension and revocation procedures.

(a) A permit issued pursuant to this article may be suspended for a term or revoked in its entirety for violations of this article or any other law incorporated herein.

(b) If a permit is revoked, the permittee may not reapply for a permit for a period of five years from the date of revocation.

(c) The decision to suspend or revoke a permit shall be at the discretion of the hearing officer based on the severity of the violation and any other mitigating or aggravating circumstances surrounding the violation.

(d) Without limiting the situations in which the hearing officer might deem revocation appropriate, revocation shall be mandatory in the following circumstances:

(1) A short-term rental owner permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The owner violated section 26-618(a)(3).

ii. The owner violated section 26-618(a)(4).

iii. The owner violated section 26-618(a)(7).

iv. The owner violated section 26-618(a)(8).

v. The owner violated section 26-618(b)(1).

vi. The owner violated section 26-618(b)(2).

vii. The owner violated section 26-618(b)(3).

viii. The owner violated section 26-618(b)(4).

ix. The owner violated section 26-618(b)(5)

x. The owner violated section 26-618(b)(6)

xi. The owner violated section 26-618(b)(7)

xii. The owner violated section 26-618(b)(8)

xiii The owner violated section 26-618(b)(14)

xiv. The owner made false, misleading or fraudulent statement(s) in the permit application, subterfuge for the purpose of evading any requirement of this article.

xv. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-618(a)(1)

b. Section 26-618(a)(2)

c. Section 26-618(a)(5)

d. Section 26-618(a)(6)

e. Section 26-618(a)(9)

f. Section 26-618(a)(10)

g. Section 26-618(a)(11)

h. Section 26-618(a)(12)

i. Section 26-618(b)(9)

j. Section 26-618(b)(10)

k. Section 26-618(b)(11)

l. Section 26-618(b)(12)

m. Section 26-618(b)(13)

n. Section 26-618(b)(15)

o. Section 26-618(b)(16)

(2) A short-term rental operator permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The operator violated section 26-620(a)(3).

ii. The operator violated section 26-620(a)(4).

iii. The operator violated section 26-620(a)(7).

iv. The operator violated section 26-620(a)(8).

v. The operator violated section 26-618(b)(1).

vi. The operator violated section 26-618(b)(2).

vii. The operator violated section 26-618(b)(3).

viii. The operator violated section 26-618(b)(4).

ix. The operator violated section 26-618(b)(5).

x. The operator violated section 26-618(b)(6).

xi. The operator violated section 26-618(b)(7).

xii. The operator violated section 26-620(b)(8).

xiii. The operator violated section 26-620(b)(14).

xiv. The operator violated section 26-620(b)(17).

xv. The operator made false, misleading or fraudulent statement(s) in the permit application, or misrepresented material facts in the permit application, or used any scheme or subterfuge for the purpose of evading any requirement of this article

xvi. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-620(a)(1)

b. Section 26-620(a)(2)

c. Section 26-620(a)(5)

d. Section 26-620(a)(6)

e. Section 26-620(a)(9)

f. Section 26-620(a)(10)

g. Section 26-620(b)(9)

h. Section 26-620(b)(10)

i. Section 26-620(b)(11)

j. Section 26-620(b)(12)

k. Section 26-620(b)(13)

l. Section 26-620(b)(15)

m. Section 26-620(b)(16)

n. Section 26-620(b)(18)

(e) An appeal with respect to the revocation of any short-term rental permit must be executed within 30 days of the issuance of the order of revocation.

(f) When an owner or operator permit is revoked under section 26-628(d)(1) or section 26-628(d)(2), a hearing officer shall order that a property be prohibited from operating as a short-term rental for a period of five years. This order, once recorded, shall constitute a charge on the immovable property that shall be effective against third parties and shall prohibit all current and future owners from obtaining a short-term rental owner's permit on the property for the period of five years from the date of the order."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

(LYING OVER)

NO. M-23-426

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

BE IT FURTHER MOVED, That any fees required to effectuate this request and the Project Neighborhood Participation Program requirement are both waived.

BE IT FURTHER MOVED, That in the process of studying and reviewing the proposed amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, and/or appropriate, to make appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION OF THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)

NO. M-23-427

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

WHEREAS, The Council of the City of New Orleans adopted ordinances to define, categorize, and regulate short-term rentals; and

WHEREAS, Those ordinances were adopted pursuant to the City's police power to preserve the City's permanent housing stock, balance the economic opportunity created by short-term rentals with the need to maintain a supply of long-term rental housing stock available at a range of prices, reduce any indirect negative effects on the availability of affordable housing that results from the dedication of long-term housing stock to short-term rental use, create a level playing field for all parties engaged in the business of providing lodging, ensure the sufficient collection of tax revenue, mitigate the disruptive effects that unmonitored short-term rentals can have on neighborhoods, and protect the livability and quality of life of the City's residential neighborhoods; and

WHEREAS, The Council passed new legislation to reevaluate and redefine residential short-term rentals regulations on March 23, 2023 through Ordinance No. 29,382 M.C.S.; and

WHEREAS, The new regulations sought to mitigate the negative consequences of short-term rental use in residential neighborhoods; and

WHEREAS, The Council's regulatory efforts have been upended by litigation, leaving the Council with no remaining option other than a whole scale prohibition on all non-commercial short-term rental use; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the *Non-Commercial Short-Term Rental Interim Zoning District* (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide.

Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That the Council hereby waives the Project Neighborhood Participation Program requirement of Article 4 of the Comprehensive Zoning Ordinance for purposes of this IZD.

BE IT FURTHER MOVED, That in accordance with Article 19, Section 19.3.C.4 of the Comprehensive Zoning Ordinance, all appropriate agencies of the City shall not accept any new applications for permits or licenses or issue any permits or licenses that are in conflict with the intent and provisions of the proposed IZD for any property during consideration of this matter; the IZD is to be in effect for a period of one year and is subject to extension as provided by Section 3-126 of the City Charter; and applications to appeal this IZD shall be submitted to the City Council which shall have 60 days from receipt to approve or deny the appeal by Council motion.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

Calendar No. 35,093 (Rev) (Exp)

21 DEC '24 PM04:15 RECEIVED CAO

Name Daisy Ellis Ext. 8-2508
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The proposed ordinance restricts the sale of flavored alternative nicotine products, including pouches and vapes, to tobacco-specific businesses. The ordinance will reduce the accessibility of flavored nicotine products to youth in New Orleans.

1. _____
Department Head
2. _____ 12/11/24
Department of Law
3. _____ 12/12/2024
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Dr. Jennifer Avegno

Telephone Number: 504-658-2518

Email Address: Jennifer.avegno@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The proposed ordinance would restrict the sale of all flavored alternative nicotine products, including pouches and e-cigarettes, to tobacco-specific retailers (smoke shops). This would remove flavored alternative nicotine products from hundreds of retail locations and reduce youth access to these harmful and addictive items.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

[X] **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The proposed ordinance would add Chapter 82, Article XV. – 'Sale of Flavored Alternative Nicotine Products Limited to Tobacco-Specific Businesses' to the municipal code.

The general content/requirements of the existing Code provision:

Chapter 82 is concerned with health and sanitation in the City of New Orleans. This would be an additional, new article concerned with the sale of flavored alternative nicotine products.

How the proposed ordinance will alter the existing Code provision(s):

The proposed ordinance will add an additional restriction to existing code that will remove flavored products from tobacco retailers like gas stations, convenience stores, and bodegas and their sale to tobacco-specific businesses.

Why these changes are needed:

In recent years, the use of flavored alternative nicotine products has exploded among young people. 30% of Louisiana students regularly use these products, and 90% of those youth use a flavored item. Flavored alternative nicotine products are addictive, damaging to the physical and mental health of these young people, and easily accessible at common locations like gas stations and corner stores.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 10, 2025

CALENDAR NO. 35,093

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS THOMAS, GIARRUSSO, GREEN, KING AND HARRIS (BY REQUEST)

AN ORDINANCE to ordain Chapter 82, Article XV, Sections 82-718 – 82-723 of the Code of the City of New Orleans to restrict the sale of flavored alternative nicotine products, specifically vapes and pouches, to tobacco-specific businesses; and otherwise to provide with respect thereto.

WHEREAS, the sale and distribution of tobacco products to individuals under the age of 21 is prohibited by Louisiana law (La. R.S. 14:91.8), with the intent to prevent youth access to harmful tobacco products; and

WHEREAS, flavored tobacco products, including alternative nicotine products like vapes and pouches, have been shown to appeal particularly to youth and young adults, with 90% of middle and high school tobacco users reporting use of a flavored product; and

WHEREAS, a study in San Francisco found that after implementing a flavor restriction, the prevalence of flavored tobacco use decreased significantly among young adults, with 20% of participants quitting tobacco use altogether and an additional 14% reducing their tobacco use; and

WHEREAS, flavored nicotine products have been made readily available to young people across New Orleans in corner stores and gas stations within close walking distance of every high school; and

WHEREAS, research has found that increased baseline exposure to e-cigarette advertising, including point-of-sale advertising in stores, is linked to a higher chance of subsequently reporting nicotine use within the last 30 days among youth aged 13-20; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Chapter 82, Article XV of the Code of the City of New Orleans is hereby ordained to read as follows:

"Chapter 82 – HEALTH AND SANITATION

ARTICLE XV. – SALE OF FLAVORED ALTERNATIVE NICOTINE PRODUCTS LIMITED TO TOBACCO-NICOTINE SPECIFIC BUSINESSES

Sec. 82-718. – Definitions

For the purposes of this article, the following terms shall have the following meanings:

Tobacco-Nicotine Specific Business shall mean a retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products, tobacco accessories, nicotine, nicotine products or nicotine product accessories, such that the sale of other products is merely incidental.

Tobacco-Nicotine Retail Location shall mean any retail store with a tobacco permit that sells gasoline, grocery or household items, any hot food items, alcohol, technology such as cell phones and chargers, wire transfer services, lottery, or other such products such that customers reasonably enter the store with the intent to purchase items that do not contain nicotine.

Alternative Nicotine Product shall mean any product or device not FDA approved for nicotine replacement therapy and not consisting of or containing tobacco, which provides for

nicotine to be ingested in the body, including but not limited to all types of vapes, e-cigarettes, and pouches.

Traditional Tobacco Product means any product intended for nicotine to be ingested into the body that contains tobacco, such as a cigar, cigarette, smokeless tobacco, dip, or smoking tobacco.

Flavored when qualifying alternative nicotine or traditional tobacco product shall mean that the product contains a constituent which imparts a flavor, including menthol.

Sec. 82-719. – Limitation of Sale of Flavored Alternative Nicotine Products

Notwithstanding anything else contained in the City Code, the sale of flavored alternative nicotine products shall be limited to tobacco-nicotine specific businesses.

Sec. 82-720. – Regulations

Pursuant to Section 2-1000 of the City Code, the New Orleans Health Department may promulgate rules and regulations in accordance with the provisions contained in this article and such other rules and regulations as may be necessary for the purpose of implementing and carrying out the provisions of this article.

Sec. 82-721. – Enforcement

1. The New Orleans Health Department, the New Orleans Department of Safety and Permits, and the New Orleans Police Department shall have the power to enforce the provisions of this article.
2. The New Orleans Health Department shall perform a compliance check after receiving a complaint to determine if a tobacco-nicotine retail location is in compliance with this article.

Sec. 82-722. – Violations and Penalties

1. Nothing contained in this article prohibits the sale of non-flavored alternative nicotine products and flavored traditional tobacco products by any tobacco-nicotine retail location.
2. It shall be unlawful for any tobacco-nicotine retail location to fail to comply with the limitation set forth in Section 82-720.
3. Any person or entity who violates this article shall be subject to penalties in accordance with Section 1-13 of this Code. Each day that such violation exists shall constitute a separate and distinct offense. Notice and hearing requirements for determining violation(s), fines, and penalties shall be in accordance with the administrative procedures provided in Chapter 6, Article II of the City Code."

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the provisions of this ordinance shall become effective on July 1, 2025.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ENGROSSED VERSION:

Chapter 82 – HEALTH AND SANITATION

ARTICLE XV. – SALE OF FLAVORED ALTERNATIVE NICOTINE PRODUCTS LIMITED TO TOBACCO-NICOTINE SPECIFIC BUSINESSES

Sec. 82-718. – Definitions

For the purposes of this article, the following terms shall have the following meanings:

Tobacco-Nicotine Specific Business shall mean a retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products, tobacco accessories, nicotine, nicotine products or nicotine product accessories, such that the sale of other products is merely incidental and almost all transactions include a nicotine-containing product.

Tobacco-Nicotine Retail Location shall mean any retail store with a tobacco permit that sells gasoline, grocery or household items, any hot food items, alcohol, technology such as cell phones and chargers, wire transfer services, lottery, or other such products such that customers reasonably enter the store with the intent to purchase items that do not contain nicotine.

Alternative Nicotine Product shall mean any product or device not FDA approved for nicotine replacement therapy and not consisting of or containing tobacco, which provides for nicotine to be ingested in the body, including but not limited to all types of vapes, e-cigarettes, and pouches.

Traditional Tobacco Product means any product intended for nicotine to be ingested into the body that contains tobacco, such as a cigar, cigarette, smokeless tobacco, dip, or smoking tobacco.

Flavored when qualifying alternative nicotine or traditional tobacco product shall mean that the product contains a constituent which imparts a flavor, including menthol.

Sec. 82-719. – Limitation of Sale of Flavored Alternative Nicotine Products

Notwithstanding anything else contained in the City Code, the sale of flavored alternative nicotine products shall be limited to tobacco-nicotine specific businesses.

Sec. 82-720. – Regulations

Pursuant to Section 2-1000 of the City Code, the New Orleans Health Department may promulgate rules and regulations in accordance with the provisions contained in this article and

such other rules and regulations as may be necessary for the purpose of implementing and carrying out the provisions of this article.

Sec. 82-721. – Enforcement

1. The New Orleans Health Department, the New Orleans Department of Safety and Permits, and the New Orleans Police Department shall have the power to enforce the provisions of this article.
2. The New Orleans Health Department shall perform a compliance check after receiving a complaint to determine if a tobacco-nicotine retail location is in compliance with this article.

Sec. 82-722. – Violations and Penalties

1. Nothing contained in this article prohibits the sale of non-flavored alternative nicotine products and flavored traditional tobacco products by any tobacco-nicotine retail location.
2. It shall be unlawful for any tobacco-nicotine retail location to fail to comply with the limitation set forth in Section 82-720.
3. Any person or entity who violates this article shall be subject to penalties in accordance with Section 1-13 of this Code. Each day that such violation exists shall constitute a separate and distinct offense. Notice and hearing requirements for determining violation(s), fines, and penalties shall be in accordance with the administrative procedures provided in Chapter 6, Article II of the City Code.

MOTION
(LYING OVER)
NO. M-25-254

CITY HALL: **April 24, 2025**

BY: COUNCILMEMBERS THOMAS, GIARRUSSO, HARRIS, GREEN AND KING (BY REQUEST)

WHEREAS, Louisiana law (La. R.S. 14:91.8) prohibits the sale and distribution of tobacco products to individuals under the age of 21, with the intent to prevent youth access to harmful tobacco products; and

WHEREAS, research has shown that both vape shops and traditional tobacco product shops tend to be disproportionately located in communities of lower socio-economic status and with lower air quality; and

WHEREAS, research has found that increased baseline exposure to e-cigarette advertising, including point-of-sale advertising in stores, is linked to an increase in the subsequent reporting of nicotine use within the last 30 days among youth aged 13-20; and

WHEREAS, flavored tobacco and nicotine products sold at tobacco-nicotine businesses, including alternative products like vapes and pouches, have been shown to appeal particularly to youth and young adults, with 90% of middle and high school tobacco users reporting use of a flavored product; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amending and reordaining Article 26 of the Comprehensive Zoning Ordinance of the City of New Orleans (Ordinance No. 4,264 M.C.S., as amended by Ordinance No. 26,413 M.C.S. and subsequent amendments) to create a new use definition for a "Tobacco-Nicotine Business," which is defined as follows:

A retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products and accessories, or nicotine, nicotine products and accessories, such that the sale of other products is merely incidental.

BE IT FURTHER MOVED, That the City Planning Commission is directed to identify which zoning districts shall allow Tobacco-Nicotine Business and any applicable use standards.

BE IT FURTHER MOVED, That the City Planning Commission is also directed to consider appropriate distance and density restrictions for Tobacco-Nicotine Businesses to ensure these businesses are appropriately spaced, are compatible with their surroundings, and that new Tobacco-Nicotine Businesses shall be at least one mile from existing Tobacco-Nicotine Businesses.

BE IT FURTHER MOVED, That any fees required to effectuate this request and the Project Neighborhood Participation Program requirement are both waived.

BE IT FURTHER MOVED, That in the process studying and reviewing this request, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Daisy Ellis

Telephone Number: 504-250-5621

Email Address: Daisy.ellis@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

The proposed motion would define "Tobacco-Nicotine Business" as a distinct land us

and direct the City Planning Commission to determine in which zoning districts these

businesses can operate, along with any rules or limitations that should apply to them.

It also calls for the CPC' s consideration of distance and density restrictions to ensure

compatibility with surrounding areas and limit youth exposure to harmful nicotine product

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

1890

Calendar No. (Rev)
(Exp)

Name Daisy Ellis Ext. 8-2508
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The proposed motion would define "Tobacco-Nicotine Business" as a distinct land use and direct the City Planning Commission to determine in which zoning districts these businesses can operate, along with any rules or limitations that should apply to them. It also calls for the City Planning Commission's consideration of distance and density restrictions, including a requirement that new Tobacco-Nicotine Businesses are located at least one mile from existing ones, to ensure compatibility with surrounding areas and limit youth exposure to harmful and addictive nicotine products.

1. _____
Department Head
2. Hannah Rowe
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 24, 2025

CALENDAR NO. 35,103

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

AN ORDINANCE to establish the Children's Benevolence Fund as Division 55 of Article III in Chapter 70 of the Code of the City of New Orleans; to ordain Sections 70-415.344 through 70-415.349 of the Code of the City of New Orleans within said Division; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Children's Benevolence Fund be and hereby is established as Division 55 of Chapter 70, Article III of the Code of the City of New Orleans and that Sections 70-415.344 through 70-415.349 are ordained and established therein to read as follows:

"CHAPTER 70 - FINANCE

* * *

ARTICLE III. – FUN DS

* * *

DIVISION 55. Children's Benevolence Fund

Sec. 70-415.344. – Fund Created.

There is hereby created a special fund designated as the Children's Benevolence Fund (hereinafter "Fund").

Sec. 70-415.345. – Purpose.

The Fund shall be used exclusively to provide financial assistance to the Orleans Parish School Board and is intended both to resolve a dispute over the imposition of fees by the city in connection with certain taxes on behalf of the Orleans Parish School Board and to promote the valuable public purpose of ensuring continuity for vital services provided to children through the public schools.

Sec. 70-415.346. – Funding Sources and Uses.

The following amounts and funds shall be deposited annually by April 1 into the Fund, through and including fiscal year 2034, and distributed annually to the Orleans Parish School Board:

(a) The full amount of all "School Support Payments" described in Section 4.5 of the Second Amended and Restated Lease by and among the New Orleans Building Corporation, Jazz Casino Company, L.L.C. and the city;

(b) A $3 million appropriation from general revenue sources to fund the ThriveKids Student Wellness Project or a comparable program dedicated to serving the mental-health needs of students; and

(c) A $1 million appropriation from general revenue sources to fund programming through YouthForceNOLA, the New Orleans Career Center, or a comparable provider of vocational and workforce development services.

Sec. 70-415.347. – Restrictions on Fund.

Funds deposited into the Fund shall remain in the Fund until transferred for the purposes specified in section 70-415.346 and may not be transferred into the general fund or any other funds, except as expressly authorized in this section. If the city and the Orleans Parish School Board are unable to agree to a multi-year cooperative endeavor agreement memorializing the funding obligations established herein, the funding may be authorized and allocated through a budget ordinance authorizing an inter-governmental transfer.

Sec. 70-415.348. – Required Reports and Participation Requirements.

(a) The Director of Finance shall keep detailed and accurate records in the administration of the Fund and shall make annual reports to the Chief Administrative Officer and City Council, via the Clerk of Council, giving a complete and detailed written accounting of all revenues in the Fund, and any expenditures made therefrom.

(b) To receive an appropriation as described herein, a representative of the Orleans Parish School Board shall appear and present annually at the first scheduled budget hearing conducted each year as part of the annual budget and as otherwise requested by the Council or its committees.

Sec. 70-415.349. – Administration of Fund.

The Fund shall be administered by the Director of the Department of Finance and shall be kept in an interest-bearing account, with interest accruing to the benefit of and to become part of the Fund.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: May 8, 2025

CALENDAR NO. 35,117

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING

AN ORDINANCE to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

WHEREAS, the New Orleans Home Rule Charter governs the adoption of the City operating budget and vests the Council with broad control over appropriations; and

WHEREAS, Section 3-115(2) of the Charter states that the Council shall adopt the annual operating budget ordinance in the form submitted by the Mayor and in accordance with Section 6-201(2)(b) of Charter, but may increase, decrease, or delete any item of appropriation recommended by the Mayor; and

WHEREAS, Section 3-115(2) of the Charter further provides that the Council, with the concurrence of two-thirds of its members, may add new items of appropriation or subdivide items of appropriation, provided, however, that all appropriations for personal services shall be made only in lump sum amounts and not by specific positions or rates of pay, except as otherwise provided by applicable law; and

WHEREAS, amendments to the annual operating budget ordinance shall be considered and approved by the Council under the same procedures prescribed for its original adoption; and

WHEREAS, all city contracts contain a provision providing for automatic termination by operation of law, without notice, in the event of non-appropriation of funds sufficient to maintain the agreement without liability to the city beyond those amounts appropriated and encumbered; and

WHEREAS, the Council harbors deep concerns about the adequacy and fairness of the procurement for the professional services contracts in Sanitation Service Area 5 (French Quarter and Downtown Development District), as well as the substantive terms providing (in contravention of CAO Policy) for a five-year term without the possibility of termination without cause; and

WHEREAS, the Council desires to use its plenary budgetary authority to establish funding sub-categories, the express purpose of which is to defund professional services contracts in Sanitation Service Area 5 and thereby terminate any existing agreement; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30,140 M.C.S., as amended, be amended and re-ordained to delete the "200-Other Operating" appropriation to the Department of Sanitation (lines 62) and to substitute the following in its place:

"DEPARTMENT OF SANITATION

* * *

200 – Other Operating

200(A) General other operating expenses (including professional services agreements other than for Sanitation Area 5)	$71,242,723
200(B) Professional service agreements for Sanitation Area 5	$0"

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That is the intent of this Ordinance, consistent with the Council's authority to subdivide appropriations and to reduce appropriations, to make an express and un-ambiguous de-appropriation of city funds available for professional services agreements in Sanitation Area 5. Any previous appropriation or encumbrance inconsistent with this intent is revoked. The use or re-dedication of funding from departments other than the Department of Sanitation, or from other funding groups within the Department of Sanitation, to pay for professional services agreements for Sanitation Area 5 shall be prohibited.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: MAY 28, 2025

CALENDAR NO. 35,127

NO: _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, GIARRUSSO, AND KING

AN ORDINANCE to require the criminal justice agencies to use the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council to delineate how City funds are allocated within their respective agencies; and otherwise to provide with respect thereto.

WHEREAS, pursuant to section 3-115 of the Home Rule Charter, the City Council is responsible for adopting the City's annual operating budget and authorized to increase, decrease, add, or subtract any budget appropriations within certain legal constraints; and

WHEREAS, pursuant to Charter section 6-102, any entity which expends City funds or seeks an operating budget appropriation, including, among others, the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender ("Criminal Justice Agencies"), must submit detailed data for inclusion in the Mayor's proposed budget; and

WHEREAS, to facilitate the review of the requested operating budget appropriations, the City Council conducts public hearings at which all City departments and agencies which receive funding from the City, including the Criminal Justice Agencies, appear to discuss their proposed budgets; and

WHEREAS, over the last eight years, the Council has increased appropriations to the Sheriff to ensure that the parish jail, the Orleans Justice Center, is fully staffed and complies with state and federal regulations and court orders concerning the operations of the Justice Center; and

WHEREAS, the Sheriff has full control and responsibility over the Justice Center and those incarcerated therein; and

WHEREAS, ten inmates escaped from the Justice Center on Friday, May 16, 2025, resulting in a multi-agency manhunt for the escapees; and

WHEREAS, at a joint meeting of the Council's Criminal Justice Committee and the Committee of the Whole on May 20, 2025, convened to discuss escape, several issues were raised concerning the lack of transparency and accountability regarding the funding that the Council budgets to the Sheriff's office; and

WHEREAS, during the joint meeting, representatives from the Sheriff's office were unable to provide satisfactory answers and detailed information related to its funding and contracting while also asking for additional appropriations for personnel and "improvements" to the Justice Center; and

WHEREAS, the Council anticipates that ongoing additional expenses will be incurred by the Criminal Justice Agencies to respond to the current crisis and to harden the system against future security breaches; and

WHEREAS, the City faces dire budgetary issues and the Council strives to reduce spending and allocate funds where necessary; and

WHEREAS, if the Council is to maintain a balanced budget, any additional funding of Criminal Justice Agencies requires proportional spending cuts to other City programs and services; and

WHEREAS, it is in the public's interest that the Council receive full transparency from the Criminal Justice Agencies on their expenditures and encumbrances of city money; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That, with regards to City-appropriated funds used in-whole or in-part, each of the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender shall establish and implement the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council (the "System") to provide the City Council full, itemized accounting of its respective personnel costs, operating costs, and contract obligations

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That each of the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender (i) shall make a good faith effort to implement the System, working with City personnel as needed; (ii) shall submit to the Clerk of Council and Council Fiscal Office on the 15th day of each month for the prior month's activity a report regarding the status of the implementation of the System and a fiscal report itemizing by line all expenditures or encumbrances of City funds with detail of its allocation of City funds, including, but not limited to, purchase orders, invoices, receipts, and contract documents; and (iii) shall brief the Council's Criminal Justice Committee on

the submitted reports during each of its quarterly meetings held pursuant to Section 2-61 of the City Code.

SECTION 3. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That each of the Orleans Parish Sheriff, Orleans Parish District Attorney, and Orleans Parish Criminal District Court shall comply with Section 1 within one year of the date of adoption of this ordinance and shall comply with Section 2 within 90 days of the date of adoption of this ordinance.

SECTION 4. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Clerk of Orleans Parish Criminal District Court, the Municipal and Traffic Court of New Orleans, the Orleans Parish Communications District, the Orleans Parish Coroner, the Orleans Parish Juvenile Court, and the Orleans Public Defender shall comply with Section 1 within two years of the date of adoption of this ordinance, and shall comply with Section 2 beginning one year from the date of adoption of this ordinance.

SECTION 5. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Council will appropriate funds as necessary to carry out the provisions of this ordinance.

SECTION 6. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Clerk of Council shall provide a certified copy of this ordinance via U.S. Mail, and the Council's Fiscal Office shall also provide an electronic copy of this ordinance, to each of the Criminal Justice Agencies listed herein.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

Regular 47. Cal. No. 35,127										
2	9/24/25 15:34:34	9/24/25 15:49:47	anonymous	Anna Foster	3506 Baudin St	amfost36@gmail.com	No	Regular 47.CAL. NO. 35,127 - BY: COUNCILMEMBERS MORRELL, MORENO, GIARRUSSO, AND KING 4/9	Support	I'm looking forward to seeing all areas of our local government being held to the same high standards of public accountability.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 12, 2025

CALENDAR NO. 35,133

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS AND KING

AN ORDINANCE to amend and reordain Section 147-7 of the Code of the City of New Orleans, relative to the establishment of a public-facing dashboard developed, monitored, and updated by the Police Department, acting in conjunction with the New Orleans Office of Homeland Security and Emergency Preparedness Real-Time Crime Center, providing required metrics, data, and information concerning the use of surveillance technologies; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 147-7 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"Chapter 147- SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

* * *

Section 147-7. Public-facing dashboard.

The police department shall publish and maintain a dashboard on the city's website regarding the departments use of surveillance technology permitted pursuant to this chapter. The dashboard shall contain data regarding (i) each request for use of facial recognition technology; (ii) surveillance technology databases used pursuant to written agreement; and (iii) a link to NOPD's dashboards reporting disciplinary violations of this chapter. The data required by this section shall

be searchable and downloadable in a comma-separated value or similar spreadsheet format and shall include the following information:

(a) Data regarding requests for use of facial recognition technology.

(1) The name and employee ID number of the officer making the request;

(2) The name and employee ID number of the supervisor who approved the request;

(3) The date on which the request was granted;

(4) The enumerated crime(s) justifying the use;

(5) The age, gender, and race of the suspect;

(6) The accompanying NOPD item numbers;

(7) Whether the use of facial recognition technology resulted in a match; and

(8) Whether the use of facial recognition technology resulted in an arrest, including the associated enumerated crimes.

(b) Data regarding surveillance technology databases used pursuant to written agreement.

(1) The name, manufacturer and version of software used;

(2) Statistical data and any reports regarding the accuracy and efficiency of any software used as a surveillance technology; and

(3) The source of any databases or information which is used by the technology to provide identifications or solutions.

(c) Data regarding disciplinary violations of this chapter.

(1) Appointing authority of city employee disciplined for violating this chapter.

(2) Nature of the violation, including citation to the violated section of this chapter.

(3) Disciplinary action imposed.

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the provisions of this Ordinance shall become effective 30 days after the date of adoption.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ENGROSSED VERSION:

Chapter 147 – SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

* * *

Section 147-7. – ~~Effective date.~~ Public-facing dashboard.

~~This chapter shall take effect on January 1, 2021.~~

The police department shall publish and maintain a dashboard on the city's website regarding the departments use of surveillance technology permitted pursuant to this chapter. The dashboard shall contain data regarding (i) each request for use of facial recognition technology; (ii) surveillance technology databases used pursuant to written agreement; and (iii) a link to NOPD's dashboards reporting disciplinary violations of this chapter. The data required by this section shall be searchable and downloadable in a comma-separated value or similar spreadsheet format and shall include the following information:

(a) Data regarding requests for use of facial recognition technology.

(1) The name and employee ID number of the officer making the request;

(2) The name and employee ID number of the supervisor who approved the request;

(3) The date on which the request was granted;

(4) The enumerated crime(s) justifying the use;

(5) The age, gender, and race of the suspect;

(6) The accompanying NOPD item numbers;

(7) Whether the use of facial recognition technology resulted in a match; and

(8) Whether the use of facial recognition technology resulted in an arrest, including the associated enumerated crimes.

(b) Data regarding surveillance technology databases used pursuant to written agreement.

(1) The name, manufacturer and version of software used;

(2) Statistical data and any reports regarding the accuracy and efficiency of any software used as a surveillance technology; and

(3) The source of any databases or information which is used by the technology to provide identifications or solutions.

(c) Data regarding disciplinary violations of this chapter.

(1) Appointing authority of city employee disciplined for violating this chapter.

(2) Nature of the violation, including citation to the violated section of this chapter.

(3) Disciplinary action imposed.

Regular 48. Cal. No. 35,137										
3	9/24/25 15:49:48	9/24/25 15:55:08	anonymous	Anna Foster	3506 Baudin St	amfost36@gmail.com	No	Regular ~~48~~ 49.CAL. NO. 35,133 - BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS AND KING	Support	Certain members of our community should not be granted the anonymity to surveil their neighbors with no accountability, while the rest of us enjoy no privileges of privacy. Those who use this surveillance should be required to report every use and its justification, so that the arguments supporting the ongoing use of this technology can be evaluated with actual usage data and facts.

Cont. Pg. 17 #25

1909

GENERAL MATTERS & COMMITTEE SPEAKER CARD (please print clearly) Date: Oct 5

Presiding Officer:
I would like to speak regarding the following item...

Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):

RA #25
Cal # 35,173
Pg 17

Support	Oppose	Info. Only
X		

Name: Michael Bunn

Address: 2205 Fel

2025 OCT 9 9:52 AM

Representing: —

Remarks: _____

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

1910

Speaker Rules (Council Rule 47)

Public Comment for each non-land use Council meeting agenda items shall be as follows:

- The Councilmember who is the lead author of the agenda item whereby a vote is taken shall preside over the item. Public comment shall proceed as follows:
  - All public speakers who have properly submitted a comment card and are present in the chamber are afforded an opportunity to speak.
  - Public speakers are limited to two minutes of public comment per agenda item.
  - No ceding of time to another person is permitted.
  - Any accompanying written documentation shall be formally submitted by the public speaker to the Clerk, along with eight copies, for incorporation into the record.
  - No video or audio recordings shall be utilized.
  - The presiding Officer, in consultation with the lead author, may alter these parameters if deemed necessary to afford additional public comment for specific items of importance or concern, subject to appeal and reversal b the majority of the Council. But any revised public speaking rules shall be announced prior to the initiation pf public comment for the item to afford all speakers equal opportunity to address the Council.

The provisions of this regulation do not apply to land use matters on the agenda, which are covered by the provisions of Rule 10.1(B).

I hereby affirm that the written or oral statements I give before the City Council or any Council Committee thereof will be true and correct. By ascribing my signature below, ***I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.***

Signature of Speaker

☐ ***Please check if you are a paid representative or receiving <u>any</u> type of compensation or thing of value in exchange for speaking or attending today. (In accordance with Rule 49)***

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,237

NO.______ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and Orleans Parish Communications District (the "OPCD"), with a term greater than one year, for the public purpose of improving the management, quality, speed, priority, standardization, and consistency by which 9-1-1 call are processed, non-emergency calls are handled, and the overall organizational structure of OPCD, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "A"; and otherwise to provide respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

WHEREAS, The City and OPCD are political subdivision of the State of Louisiana; and

WHEREAS, in 2016 the City and OPCD entered into a CEA to consolidate 9-1-1 call taking services under the management and responsibility of OPCD; and

WHEREAS, The City and OPCD wish to renew, extend, and expand this partnership and to enable OPCD to assume responsibility for 3-1-1 call taking services; and

WHEREAS, The City and OPCD desire to enter into a Cooperative Endeavor Agreement in order to accomplish the valuable public purpose of improving the management, quality, speed, priority, standardization, and consistency by which 9-1-1 calls are processed, non-emergency calls are handled, and the overall organizational structure of OPCD; and

WHEREAS, Section 9-314 of the Home Rule Charter of the City of New Orleans ordains that cooperative endeavor agreements having a term of more than one year must be review and approved by the New Orleans City Council ("Council"); **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans ("City"), is hereby authorized to enter into the attached Cooperative Endeavor Agreement ("CEA") with OPCD, for a term of five (5) years, for the public purpose of improving the management, quality, speed, priority, standardization and consistency by which 9-1-1 calls are processed, non-emergency calls are handled, and the overall organization structure of the OPCD is maintained**.**

SECTION 2. That, for the purpose of executing the CEA between the City and OPCD, Rule 57 of the Rules and Regulations of the Council of the City of New Orleans is suspended**.**

SECTION 3. That said CEA is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND ORLEANS PARISH COMMUNICATIONS DISTRICT

[COVER PAGE]

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

CITY OF NEW ORLEANS

AND

ORLEANS PARISH COMMUNICATION DISTRICT

FOR 9-1-1 AND 3-1-1 CALL CENTER OPERATION, PERSONNEL, FACILITIES, AND SYSTEMS

THIS COOPERATIVE ENDEAVOR AGREEMENT (the **"Agreement")** is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the **"City"),** and the Orleans Parish Communication District, represented by Dr. Jennifer Avegno, Chair of the Board **("OPCD").** The Agreement is effective as January 1, 2026 **(the "Effective Date").**

RECITALS

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and OPCD (collectively the "Parties") are political subdivisions of the State of Louisiana;

WHEREAS, pursuant to Act 155 of the 1982 Regular Session of the Louisiana Legislature, as amended by Act 897 of the 1990 Regular Session and Act 726 of the 1995 Regular Session and Act 710 of the 2024 Regular Session, OPCD was created to establish and maintain the 9-1-1 emergency telephone number for Orleans Parish and to provide for communication enhancements for law enforcement and public safety agencies to decrease call answer times and improve effectiveness;

WHEREAS, the City and OPCD previously had a Cooperative Endeavor Agreement ("CEA") in place that allowed the City to provide pension and health benefits to OPCD employees, while OPCD provided funding support for call takers, administrative and maintenance support for the 9-1-1 system, building, and personnel;

WHEREAS, the City currently provides pension and health benefits to employees of separate political subdivisions as authorized by City Ordinance;

WHEREAS, the OPCD is the 9-1-1 and 3-1-1 administrator for Orleans Parish;

WHEREAS, the OPCD and the City have been seeking to improve the operations of the 9-1-1 call center;

WHEREAS, in 2011, the OPCD contracted with L.R. Kimball and Associates, Inc. to provide an assessment report on current operations and approved a concept charter document for a consolidated 9-1-1 operation;

WHEREAS, the concept of consolidation is defined as the physical and organizational placement of all emergency communications functions into one facility as one organization supporting NOPD, NOFD, NOEMS, and New Orleans Homeland Security and Emergency Preparedness **("NOHSEP")** using common systems;

WHEREAS, consolidation is a method by which 9-1-1 call taking and dispatching services can be improved by reducing the number of transferred and abandoned calls, streamlining automated systems and processes, and implementing formal training and quality assurance programs that will improve the professionalism and skills of operations staff;

WHEREAS, the OPCD and the City desired to accomplish the valuable public purpose of improving the management, quality, speed, priority, standardization and consistency by which 9-1-1 calls are processed, non-emergency calls are handled, and the overall organizational structure of OPCD is maintained; and

WHEREAS, on January 12, 2016, the Louisiana Attorney General opined that the City and the OPCD can enter into a CEA to consolidate operations under the OPCD;

WHEREAS, pursuant to Cooperative Endeavor Agreement dated April 13, 2016, as amended by Amendment No. 1 dated December 14, 2016, and Amendment No. 2 dated January 26, 2018, 9-1-1 operations for the New Orleans Police Department ("**NOPD**"), New Orleans Fire Department ("**NOFD**"), New Orleans Emergency Services ("**NOEMS**"), and New Orleans Homeland Security and Emergency preparedness ("**NOSHEP**") were consolidated under OPCD;

WHEREAS, the City currently 1provides funding support for the operation of OPCD, including but not limited to salaries, pensions, and benefits for OPCD employees as well as maintenance and support for the 9-1-1 and 3-1-1 systems and buildings;

WHEREAS, the City and OPCD seek to provide for the continued operation and improvement of 9-1-1 and 3-1-1 operations for Orleans Parish;

WHEREAS, it is in the interest of the citizens, business, and visitors of Orleans Parish that the City and OPCD continue to engage in cooperative endeavors to provide more efficient means for the citizenry to communicate their need for 9-1-1 and 3-1-1 services;

WHEREAS, the Parties have a parallel and complimentary desire to provide for 3-1-1 services (the "Gateway to Government") for citizens and visitors to the City of New Orleans;

WHEREAS, the Parties can fulfill that goal through entering into this CEA for the continued operation of OPCD.

NOW THEREFORE, the City and the OPCD each having the authority to do so, and under the conditions set forth, do agree as follows:

ARTICLE I- OBLIGATIONS OF THE PARTIES

Section 1. The City's Obligations. The City shall perform the following:

a. Administer this Agreement through the Chief Administrative Officer **("CAO");**

b. Provide an annual appropriation to the OPCD for OPCD personnel and other operating costs pursuant to Article III, Section 2 of this Agreement;

c. Afford full time employees of the OPCD the option to participate in the City's medical plan with coverage equal to those afforded to employees of the City. For those employees who participate, the employee shall pay through payroll deduction the employee portion. The City shall provide funding for the employer portion of such coverage as calculated annually by the City for OPCD employees.

d. Afford full time employees of the OPCD the option to participate in the NOMERS with coverage equal to those afforded to employees of the City. For those employees who participate, the employee shall pay through payroll deduction the employee portion. The City shall provide funding for the employer portion of such coverage as calculated annually by the City for OPCD employees.

e. Afford full time employees of the OPCD other opportunities such as special access to programs and private sector benefits as are afforded employees of the City and public safety employees of the City within NOPD, NOFD, and NOEMS, including access to the City's Employee Assistance Program;

f. Provide the OPCD with access to City fueling stations through its Equipment Maintenance Division Fuel Program;

g. Provide the OPCD with access to computer programs and software applications for which the City has purchased enterprise-wide licenses provided said agreements entered into by the City allow it;

h. Continue to maintain the Orleans Parish infrastructure for the Louisiana Wide Information Network ("**LWIN**") or any successor land mobile radio ("**LMR**") communications system used for dispatch and communication with public safety field personnel for and in the City of New Orleans.

i. Provide for the routing, review, updates and resolution of 3-1-1 reports and requests entered by OPCD personnel to the appropriate City Departments or contractors;

j. Provide the services of a Medical Director in accordance with Article IV, Section 2 of this Agreement; and

k. Provide OPCD an interface to the City intranet for CAD/City service required interconnectivity, included but not limited to MDTs, Record Management Systems, etc.

Section 2. OPCD's Obligations. The OPCD shall:

a. Adopt, maintain, and implement appropriate protocols for operators to become cross-trained to take all types of emergency calls, and to be able to dispatch the same;

b. Maintain a formal hiring, eligibility, and disciplinary program which shall afford OPCD employees the opportunity for a full and fair hearing and the right to appeal for disciplinary actions to the OPCD Board Personnel Subcomittee;

c. Adopt and maintain training and quality assurance programs to improve the overall service and the professionalism, skills, and abilities of the call taking and dispatch staff.

d. Purchase, implement, and maintain dispatching software for EPD and EFD protocols to supplement EMD protocols currently in use by NOEMS, and contract with the appropriate vendor for future employee training and certification on such software as required;

e. Improve interoperability, situational awareness, and coordinated response and recovery through a unified communications operation supported by common policies, procedures, protocols, and technology;

f. Develop and implement standard operating procedures complimentary to and compatible with the field response policies and procedures of NOPD, NOFD, NOEMS, and NOHSEP, and introduce new policies and procedures that reflect best practices and compliance with National Emergency Number Association **("NENA")** and other applicable standards;

g. Maintain an administrative and organizational structure that ensures consolidated operations maintain and improve upon the current operational performance of 9-1-1 services for the City;

h. Develop and implement standard operating procedures to provide for the operation of the 3-1-1 system, contingent that OPCD's responsibilities are only to provide for the entry of 3-1-1 requests into the QuickBase or any successor system for action by the appropriate City Departments or contractors;

i. Contract for services and equipment with local telephone exchange carrier(s) and other vendors to provide 9-1-1 and 3-1-1 telephone routing service to the citizens of the City;

j. Interface with and assist providers of local exchange telephone and wireless telephone service to ensure standardized performance capabilities and service to their subscribers for access to 9-1-1 and 3-1-1;

k. Purchase, implement and maintain hardware, software, and systems required for the provision of E911 service throughout Orleans Parish, specifically including but not limited to 911 Telephony and Logging Systems, Computer Assisted Dispatch (CAD) as well as the interfaces necessary for the CAD system to receive location information from public safety response units, and to provide requested CAD data for City functions including the CAD Mobile client software for all City public safety agencies;

I. Work with the City and other agencies to develop projects to help fulfill the missions of the City, OPCD, NOPD, NOFD, NOEMS, to provide 9-1-1, non-emergency, and 3-1-1 services to the citizens, businesses, and visitors of Orleans Parish;

m. Provide support and engineering services to maintain and improve the 9-1-1 call center, and provide for maintenance agreements on hardware or software used exclusively by the 9-1-1 call center or the OPCD;

n. Provide OPCD personnel and public safety personnel with professional training and support to 9-1-1 and 3-1-1 related community education programs;

o. At the discretion of the Executive Director, provide opportunities for OPCD personnel and public safety personnel to attend applicable conferences and training opportunities;

p. Provide and maintain the physical facility known as the Warren E McDaniel 9-1-1 center;

q. Maintain a current and accurate data collection and reporting system to the OPCD Board of Commissioners as requested by the Board; and

r. Submit detailed reports monthly in accordance with Code of Ordinances Article III Section 2-63 through Section 2-85.

ARTICLE II - PERFORMANCE MEASURES

Section J. In General. The Parties agree to comply with all of reporting requirements to determine the efficacy of OPCD operations.

Section 2. The Executive Director's Role. The Executive Director will recommend performance

metrics and policies and procedures by which consolidated operations can be evaluated to determine that 9-1-1 industry standards established by NENA are being met or ideally, exceeded, best practices are being followed, and policies and procedures established by NOPD, NOFD, and NOEMS for 9-1-1 operational performance are being maintained. The Executive Director should recommend procedures and protocols that would bring and maintain answering times into compliance, review policies suggested by City Department liaisons, assess inter- and intra-operability, and develop and submit to the OPCD Board of Commissioners the policies that ensure that OPCD complies with the best practices and standards of national ratings.

Section 3. Reporting Obligations for the OPCD. The OPCD agrees to maintain a current and accurate data collection system to, at a minimum, report quarterly to the OPCD Board of Commissioners those performance standards recommended by the Executive Director and adopted by the OPCD Board of Commissioners. In addition, data collection efforts for the benefit of improving performance that are required by NOPD, NOFD, and NOEMS pursuant to these agencies' written policies and procedures and recommended by the Executive Director shall also be a reporting obligation of OPCD to the City.

Section 4. Reporting Obligations for the City. The City agrees to maintain a current and accurate data collection system to, at a minimum, report quarterly to the OPCD Board of Commissioners those performance standards recommended by the Executive Director and adopted by the OPCD Board of Commissioners. In addition, the City will provide a process to accept data provided by OPCD for the benefit of improving performance of NOPD, NOFD, and NOEMS operations pursuant to these agencies' written policies procedures.

ARTICLE III - FUNDING UNDER THIS AGREEMENT

Section 1. Funding provided by OPCD for Costs of 9-1-1 Operations. In accordance with the other provisions of this Agreement, each fiscal year, OPCD will provide self-generated funding for the purpose of supporting 9-1-1 operations. OPCD's contribution to operations shall be authorized in the annual budget approved by the OPCD Board of Commissioners.

Section 2. Funding provided by City for Costs of 9-l-l and 3-1-1 Operations. In accordance with the other provisions of this Agreement, each fiscal year, the City will provide the OPCD with an annual appropriation for key operational costs, including but not limited to salaries, overtime, holiday pay, NOMERS employer pension contribution, employer medical plan contribution, workers compensation, unemployment insurance, life insurance, uniform allowance, sick leave, annual leave, and terminal leave for operations personnel. Funding for 911 operations shall be subject to approval by the City Council through the regular budgeting process. The annual appropriation may also include an allocation for other operating costs required to support OPCD. The Executive Director shall be responsible for continually coordinating with the CAO and these City departments to ensure that the annual appropriation provided is sufficient to continue this Agreement.

Section 3. Maximum Amount. The maximum amount funded or payable by the City under this Agreement will be determined annually based on the annual budget appropriations.

Section 4. Rate of Compensation. The City will pay OPCD in accordance with the following schedule: $1/4^{th}$ of the annual budget appropriation per quarter with the first and second quarters payment becoming due and payable January 1^{st}. The remaining payment becomes due and payable per month beginning July 1^{st}.

1. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this

Agreement.

2. The stated compensation is inclusive, and includes no additional amounts for, OPCD's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse OPCD any other charges or fees and OPCD will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

3. OPCD immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

Section 5: Invoices.

1. OPCD must submit invoices quarterly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

    a. Name of contractor

    b. Date of Invoice

    c. Invoice Number;

    d. Contract or BRASS Number issued by the City (*i.e.* K#);

    e. Name of the City Department to be invoiced (*i.e.*, Chief Administrative Office); and

    f. Description of the Services completed, including but not limited to:

        i. Payroll

        ii. Operational expenses

    g. FEMA or HUD Project Number (*i.e.* PW#), if applicable.

2. Invoices will be processed in accordance with Article III of the Agreement.

3. All invoices must be signed by an authorized representative of OPCD under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with the invoice.

Section 6. Payment. Unless otherwise agreed to by the City, the payment terms are NET 30 days upon OPCD's delivery and the City's acceptance of the services contemplated in this Agreement and/or upon the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to OPCD at the rate of compensation established in this Agreement based upon OPCD's certified invoices, except:

1. The City's obligation to pay is contingent upon OPCD's: (a) submission of a complete and accurate invoice to the City; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set off any amounts due to OPCD against any amounts deemed by the City to be owed to the City by OPCD pursuant this Agreement; and

4. All compensation owed to OPCD under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by OPCD that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of OPCD or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay OPCD only for the work requested by the City and satisfactorily performed by OPCD through the date of termination, except as otherwise provided in this Agreement.

Section 7. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, OPCD shall reimburse the City or disgorge anything of value or economic benefit received from the City if OPCD fails to meet its contractual obligations."

ARTICLE IV - OPERATION AND LOCATION OF THE 9-1-1 CALL CENTER

Section 1. Medical Director Designated by City. The City shall provide the services of a Medical Director who is Board Certified in Emergency Medicine. The physician medical director shall perform the following tasks:

1. Serve as a consultant and advisor to the OPCD Executive Director and Director of 9-1-1 Operations on medical issues related to medical services and medical priority dispatch performed by OPCD, including compliance with policies, standards, and protocols issued by NOEMS, NOFD, and NOPD governing the provision of emergency medical dispatch;
2. Advise on Quality Improvement and Risk Management activities relating to medical services and Medical Priority Dispatch performed by OPCD;
3. Provide medical control and accountability within OPCD;
4. Provide consultation for OPCD medical education and training programs;
5. Assist in the development and oversight of emergency medical triage and dispatch programs for OPCD telecommunicators;
6. Review and consult on OPCD Medical Dispatch policies and procedures to ensure compliance with all applicable local, State, and Federal regulations for Priority Dispatch and Medical Resource Deployment;
7. Consult during the planning and design of all Medical Priority or EMS Resource Deployment training programs, including the curriculum, communications floor internships, and program evaluation;
8. Collaborate with OPCD Operations and Administrative Managers to ensure that occupational safety and health and accident prevention strategies are fully incorporated into the communications district;

9. Assist in the development of programs that integrate OPCD into community safety and emergency medical education/awareness programs; and

10. Serve as the liaison for OPCD to New Orleans' professional medical community.

Section 2. Liaison Officers from City Departments. NOPD, NOFD, and NOEMS will each provide a liaison officer of supervisory rank who will work in coordination with the Director of OPCD to represent the interests of their respective departments and ensure that policies and procedures established by OPCD, with input from the City departments, for call taking, dispatching, and data collection, are being adhered to by OPCD personnel and supervisory staff. The Liaison Officers will not have any operational/disciplinary control of OPCD personnel, regardless if they were previously under his/her supervision prior to consolidation. Liaison Officers will be provided access to telephone and radio loggers to aid in their review of calls for service. The Liaison Officers understand that they may not distribute any data from OPCD systems without express written consent of the Executive Director. Liaison Officers may also come across confidential and legally protected information which may not be disclosed to unauthorized parties.

Section 4. Maintenance of the 9-1-1 Communications Center. OPCD shall maintain facilities for the purpose of housing the call taking and dispatching equipment, personnel, and function of the 9-1-1 emergency communication system, the 3-1-1 system, and any additional non-emergency systems as required. The OPCD shall coordinate with NOPD, NOFD, and NOEMS Liaison Offices (as outlined in Section 2 above) in the design and establishment of these facilities to ensure that consolidation operations can be facilitated. Such facilities, including the physical plan and all equipment, shall be provided, managed, and maintained by and at the expense of the OPCD. The facilities shall house the call taking and dispatching personnel, their supervisory personnel, and OPCD's administrative, engineering, and training staff.

Section 5. Declared Emergency. Alternate Facility for 9-1-1 Communications Center. In case of a declared emergency by federal, state, or local government, or in the case in which personnel are required to evacuate from the Communications Center, the City shall provide to OPCD an alternate facility to house the call taking and dispatching equipment, personnel, and function of the communication system as needed pursuant to policies and procedures established by the City and OPCD. OPCD shall be responsible for ensuring that sufficient equipment to continue operations is available in the backup facility in the event of an emergency, while the City shall be responsible for maintaining the physical location.

Section 6. Declared Emergency, JCS Command and Control. In case of a declared emergency by federal, state, or local government, the Executive Director will have the authority to coordinate 9-1-1 operational and technology support efforts with the City's Incident Commander per Incident Command System **("ICS")** guidance.

ARTICLE V - PROVISIONS OF EMPLOYMENT UNDER THIS AGREEMENT

Section 1. Protections for OPCD Positions Funded by this Agreement. The OPCD maintains the Employee Protection and Conduct Policy ("EPCP") which provides a written policy of progressive employment protection for all OPCD positions. The employment protection policy and any future amendments to the policy shall be approved by the OPCD Board of Commissioners.

Section 2. Access to Accumulated Benefits. OPCD personnel shall continue to maintain and accrue retirement vesting, health care benefits, longevity pay adjustments, merit adjustments, terminal leave benefits, and continuous years of service at the rates established for full time employees of the City for the duration of this Agreement.

Section 3. Policies on Sick Leave, Annual Leave, & Years of Service. Full time employees of

OPCD who are hired in accordance with Article III, Section 2 of this Agreement shall earn sick leave, annual leave, continuous years of service (for the purpose of adjusting base salary and leave accrual rates), and longevity increases at the rates equivalent to full time employees of the City on an annual basis.

Section 4. Leave Sharing Program. A leave sharing program shall be established such that all full-time employees of OPCD, will be able to give and receive leave donations among all employees of OPCD using leave time accumulated during their employment at OPCD or prior employment with the City. This program shall be approved by the Executive Director.

ARTICLE VI - TERM

Section 1. Initial Term. The term of this agreement shall be for 5 (5) years from the Effective Date.

Section 2. Renewal. At the mutual option of City and OPCD, this Agreement may be renewed on an annual basis for no longer than December 31, 2036, provided that (A) additional funding, if required, is allocated by the City and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the services described herein without additional funding required.

ARTICLE VII - TERMINATION

Section]. Termination for Cause. The City and OPCD shall each have the right to terminate this Agreement for cause, effective upon the giving of written notice to the other party of its intent to terminate and the reasons therefor at least three hundred sixty-five (365) days prior to the date of termination. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective three hundred sixty-five (365) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 2. Termination for Convenience. The City and OPCD shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least three hundred sixty-five (365) days prior to the date of termination.

Section 3. Termination for Non-Appropriation. This Agreement will terminate in the event of non-appropriation of funds sufficient to maintain this Agreement by giving the other party written notice of its intent to terminate at least three hundred sixty-five (365) days prior to the date of termination.

Section 4. Removal of Consolidated Agencies. Consolidated agencies under OPCD include NOPD, NOFD, NOEMS, and NOHSEP. If any of the consolidated agencies wish to remove themselves from OPCD, the City must be notified and a written amendment to this Agreement is required.

ARTICLE VIII - TRANSITION IN CASE OF TERMINATION

If the Agreement is terminated under Article VI (Term) or Article VII (Termination), the Executive Director will develop and adopt a plan to end the consolidation and to implement a transition phase. Said plan will establish the roles and responsibilities of the City and OPCD during the transition phase. From the termination of this Agreement until the end of the transition phase, the Parties agree to ensure that the 9-1-1 call taking and dispatching services, as well as 3-1-1 services, are not interrupted.

ARTICLE IX - INSURANCE

OPCD shall procure and maintain insurance policies to cover general liability as it relates to

emergency call taking and dispatching capability. Such policies shall be in effect at all times during the term of the Agreement. The City shall provide in its annual appropriation to the OPCD funding for a portion of the cost of such insurance policies in an amount mutually agreed to by both Parties.

ARTICLE X - PUBLIC RECORDS REQUEST

Section J. Records Relating to the City's Public Safety Agencies. Documents relating to activities performed by the City's public safety agencies (specifically NOPD, NOFD, NOEMS) are the property of the City. Said documents include, but are not limited to, audio recordings of telephone calls, radio dispatch tapes or incident computer aided dispatch ("CAD") printouts of calls. Upon request to OPCD for public records regarding said documents, OPCD shall refer the requesting party to the City's system for such requests. Upon request from the City, OPCD shall promptly provide all documents deemed necessary by the City. The City shall respond to the requestor in accordance with the Public Records Law. OPCD personnel who manage the records of audio recordings of telephone calls, radio dispatch tapes, or CAD data shall be authorized by the City to appear in court on behalf of the City's agencies as needed to provide evidence and witness statements.

Section 2. Other Records. Documents that do not fall under Article X, Section 1 are the property of OPCD. Said documents include, but are not limited to, data collected by OPCD to monitor the level of 9-1-1 call taking and dispatching services such as call answer times. OPCD shall be responsible for responding to requests for such records.

ARTICLE XI - NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section J. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, **OPCD** (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that **OPCD's** employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

Section 2. Non-Discrimination. In the performance of this Agreement, **OPCD** will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with **OPCD** in any of **OPCD** operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by OPCD. OPCD agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Section 3. Incorporation into Subcontracts. **OPCD** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

The City may terminate this Agreement for cause if OPCD fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XII-NOTICE

Section 1. In General. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows

If to the City:

Chief Administrative Officer
City of New Orleans
1300 Perdido Street, 9th Floor
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, Louisiana 70112

If to OPCD:

Executive Director
Orleans Parish Communication District
118 City Park Ave.
New Orleans, LA 70119

&

General Counsel
LaFleur & Laborde, LLC
612 Andrew Higgins Boulevard, Suite 300
New Orleans, Louisiana 70130

Section 2. Effectiveness. Notices shall be effective when received by each of the above- referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes to the respective addresses set forth above.

Section 3. No Restriction. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and OPCD.

ARTICLE XIII - GENERAL PROVISIONS

A. ***Prohibition Against Financial Interest in Agreement.*** No elected official or employee of

either party shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of a party, will render this Agreement voidable by the other party and shall entitle the other party to recover, in addition to any other rights and remedies available to the other party, all monies paid by the other party pursuant to this Agreement without regard to the party's satisfactory performance.

B. ***Jurisdiction.*** OPCD consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

C. ***Indemnification of Board Members.*** Any claim(s) relating to the indemnification of board members under this Agreement shall be governed by Louisiana Revised Statute 33:9108 as the Attorney General has opined in his Opinion #15-0166 dated January 12, 2016.

D. ***Governing Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana.

E. ***Rules of Construction.*** This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

F. ***Severability.*** The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

G. ***Survival of Provisions.*** All representations and warranties and all responsibilities regarding transition and record ownership, and shall survive the termination of this Agreement and continue in full force and effect.

H. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the City and OPCD, and the Parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

I. ***Non-Waiver.*** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

J. ***Agreement Binding.*** This Agreement is not assignable by either party unless authorized by a validly executed amendment.

K. ***Modifications.*** This Agreement shall not be modified except by written amendment executed by authorized representatives of the Parties.

L. ***Voluntary Execution.*** Both Parties have read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

M. ***Complete Agreement.*** This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the Parties with regard to the terms, obligations, and conditions of this Agreement.

ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the OPCD, through their duly authorized representatives, execute this Agreement as of the Effective Date.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT
BY: _____

PRINTED NAME: _____

NEW ORLEANS CITY COUNCIL

_____
CITY COUNCIL PRESIDENT

THE ORLEANS PARISH COMMMUNICATION DISTRICT

BY: _____
DR. JENNIFER AVEGNO,
CHAIR OF THE BOARD OF COMMISSIONS

1929

Calendar No. (Rev)
(Exp)

Name Brandye DeLarge Ext. 2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The purpose of the motion is to continue the existing relationship between the City and the Orleans Parish Communications District for the consolidation of call services.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The purpose of the ordinance is to continue the existing relationship between the City and the Orleans Parish Communications District through a 5 year CEA.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans and OPCD

The obligations, expectations, and deliverables of the parties involved:

The city of New Orleans will provide payment to continue the function of the emergency communication functions provided by OPCD.

Any fiscal implications for the City with the contract:

The total cost of the contract will be $17,388,185.00

The public purpose and need for the contract:

To continue the function of the emergency communication functions provided by OPCD.

The duration of the contract:

The duration of the contract is 5 years.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

Cont. Pg. 18 # 27

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GENERAL MATTERS & COMMITTEE SPEAKER CARD (please print clearly) Date: Oct 9

Presiding Officer:
I would like to speak regarding the following item...

Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):

#RA#27
Col # 35,237
Is 18

Support	Oppose	Info. Only
☐	☐	☒

Name: Michael Burns

Address: 2215 F.C

Representing:

Remarks:

2025 OCT 9 9:52 AM

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

1934

Speaker Rules (Council Rule 47)

Public Comment for each non-land use Council meeting agenda items shall be as follows:

- The Councilmember who is the lead author of the agenda item whereby a vote is taken shall preside over the item. Public comment shall proceed as follows:
  - All public speakers who have properly submitted a comment card and are present in the chamber are afforded an opportunity to speak.
  - Public speakers are limited to two minutes of public comment per agenda item.
  - No ceding of time to another person is permitted.
  - Any accompanying written documentation shall be formally submitted by the public speaker to the Clerk, along with eight copies, for incorporation into the record.
  - No video or audio recordings shall be utilized.
  - The presiding Officer, in consultation with the lead author, may alter these parameters if deemed necessary to afford additional public comment for specific items of importance or concern, subject to appeal and reversal b the majority of the Council. But any revised public speaking rules shall be announced prior to the initiation pf public comment for the item to afford all speakers equal opportunity to address the Council.

The provisions of this regulation do not apply to land use matters on the agenda, which are covered by the provisions of Rule 10.1(B).

I hereby affirm that the written or oral statements I give before the City Council or any Council Committee thereof will be true and correct. By ascribing my signature below, ***I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.***

Signature of Speaker

☐ ***Please check if you are a paid representative or receiving <u>any</u> type of compensation or thing of value in exchange for speaking or attending today. (In accordance with Rule 49)***

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,240

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to approve and authorize the City of New Orleans ("City"), by and through the New Orleans Aviation Board ("NOAB"), to enter into a Lease Agreement at Louis Armstrong New Orleans International Airport with **AERO NEW ORLEANS II, LLC**; and otherwise to provide with respect thereto.

WHEREAS, in accordance with Section 5-602 of the Home Rule Charter for the City, NOAB is charged with the administration and operation of the Airport; and

WHEREAS, State Law La. R.S. 2:135.1 permits airports eligible to receive funding from the Federal Aviation Administration to lease immovable property at fair market value without competitive solicitation; and

WHEREAS, State Law, La. R.S. 2:351 authorizes the NOAB to lease property with Council approval; and

WHEREAS, The NOAB negotiated with respect to immovable vacant properties outside of the main terminal building, identified as Buildings 1, 2, 3, 4, 4a, & 5, located in Kenner, Louisiana, 70062, and now desires to amend the Agreement to modify certain provisions of the Agreement; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Council hereby approves and that the City of New Orleans, by and through

the New Orleans Aviation Board, be and is hereby authorized to sign the following lease agreement in substantial conformance to and with Exhibit "A" attached hereto and made a part hereof:

Exhibit	Document
A	Lease Agreement

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

LEASE AGREEMENT

BETWEEN

THE NEW ORLEANS AVIATION BOARD

AN UNATTACHED BOARD OF THE CITY OF NEW ORLEANS

AND

AERO NEW ORLEANS II, LLC

This **Lease Agreement** (hereinafter referred to as "Lease") is entered into by and between **THE NEW ORLEANS AVIATION BOARD** ("Board"), represented by the Hon. Michael G. Bagneris, its Chair, an unattached Board of the City of New Orleans ("City") (the City and the Board are collectively referred to as "Airport"), and Aero New Orleans II, LLC, represented by **David Rose, its authorized representative** (the "Lessee"). The Airport and the Lessee are sometimes collectively referred to as the "Parties". The Agreement is effective December 1, 2025 (the "Effective Date").

WITNESSETH

WHEREAS, the City owns certain immovable property located in Jefferson Parish, Louisiana and more particularly described as the Louis Armstrong New Orleans International Airport and certain immovable property surrounding the Louis Armstrong New Orleans International Airport (the "Airport Property"); and

WHEREAS, the Board is charged with the custody, administration, and operation of the Louis Armstrong New Orleans International Airport (the "Airport") and all property owned in connection therewith; and

WHEREAS, Lessee desires to lease certain property and to exercise certain rights, licenses, services, and privileges in connection with Airport Property; and

WHEREAS, Lessor, in accordance with LA Rev. Stat. 2:135.1(A)(4) which authorizes the governing authority of any airport located in this state that is eligible to receive funding from the Federal Aviation Administration to lease to any person, land, areas for operations space, improvements, including industrial development, and equipment on airports at a fair and reasonable price as determined by appraisals and fair market value comparisons in accordance with Federal Aviation Administration guidelines, is willing to lease the land and grant such rights, licenses, services and privileges to Lessee upon the terms and subject to the conditions set forth in this Lease; and

WHEREAS, Lessor does receive funding from the Federal Aviation Administration; and

WHEREAS, Lessor has completed, paid for, and obtained an appraisal of the property at fair market value; and

WHEREAS, the Board approved the Lease at its July 31, 2025 meeting.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, and other valuable consideration, Lessor does hereby lease and let unto Lessee certain land and facilities, and does hereby grant to Lessee certain rights and privileges, and Lessee does hereby take from Lessor such facilities and rights and privileges in connection with and on the Airport Property as described in this Lease.

SECTION 1: LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following immovable property located in the City of Kenner, Jefferson Parish, State of Louisiana:

Building One (1), with approximate dimensions of 190' fronting E Access Road by a depth of 150, consists of approximately 23,431 SF of warehouse/office space, with approximately 30,128 SF of landside truck dock and vehicle parking and 25,243 SF of airside space, on a 78,802 SF site, as shown in Exhibit A-1.

Building Two (2), with approximate dimensions of 85' fronting E Access Road by a depth of 70', consists of approximately 6,020 SF of warehouse/office space, with approximately 7,742 SF of landside truck dock and vehicle parking, and 13,216 SF of airside space, on a 26,978 SF site, as shown in Exhibit A-2.

Building Three (3), with approximate dimensions of 395' fronting E Access Road by a depth of 105', consists of approximately 45,127 SF of warehouse/office space, with approximately 61,123 SF of landside truck dock and vehicle parking, and 118,920 SF of airside space, on a 225,170 SF site, as shown in Exhibit A-3.

Building Four (4), with approximate dimensions of 250' fronting W Access Road by a depth of 85', consists of approximately 20,000 SF of warehouse/office space, with approximately 23,013 SF of landside truck dock and vehicle parking, and 26,288 SF of airside space, on a 69,301 SF site, as shown in Exhibit A-4.

Building Four-A (4A), with approximate dimensions of 175' fronting the West Apron by a depth of 90', consists of approximately 14,000 SF of warehouse/office space, with approximately 24,177 SF of landside truck dock and vehicle parking, and 14,384 SF of airside space, on a 52,561 SF site, as shown in Exhibit A-5.

Building Five (5), with approximate dimensions of 120' fronting W Access Road by a depth of 85', consists of approximately 9,600 SF of warehouse/office space, with approximately 14,922 SF of landside truck dock and vehicle parking, and 15,865 SF of airside space, on a 40,387 SF site, as shown in Exhibit A-6.

Said buildings or warehouses are located at 200 Crofton Road, Kenner, Louisiana, 70062, as more fully shown on the map attached hereto as Exhibit A together with all improvements of and appurtenances in said space that exist as of the Effective Date (all of said property leased to Lessee and described in this being hereinafter referred to as the "**Premises**").

There will be airside access to the Airport Operations Area granted pursuant to this Lease, which airside access will be limited as provided in Section 5 below.

Lessee acknowledges that all of said improvements and appurtenances that exist as of the Effective Date are owned exclusively by Lessor.

SECTION 2: TERM

(a) The term ("Term") of this Lease shall commence on the Effective Date (December 1, 2025) for a period of three (3) years, unless earlier terminated in accordance with the provisions of this Lease.

(b) The Lessee shall have the option to renew this Lease for up to two (2) additional one-year periods (each, a "**Renewal Term**"), subject to prior written agreement between Lessee and Lessor. To exercise a renewal option, the Lessee shall provide the Lessor with written notice of its intent to renew not less than ninety (90) days prior to the expiration of the then-current Term or Renewal Term. A Renewal Term shall not be effective without written agreement between Lessee and Lessor.

(c) In no event shall the Term extend beyond November 30, 2030 ("**Expiration Date**").

(d) This Lease may be terminated with or without cause prior to the Expiration Date by Lessee upon ninety (90) days' prior written notice in accordance with Section 32.3 of this Lease.

This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that the Lessee shall be responsible for all expenses, including maintenance and repair responsibilities. Refer to Section 14: Maintenance and Repair of this Lease for responsibility details.

As set forth more fully in Section 6.3 below, Lessee and Lessor agree that the Premises shall be leased and that the Lessee shall accept possession of the Premises, "as is, where is, with all faults", with no right of setoff or reduction in the base rent.

SECTION 3: RENT

3.1. Base Rent.

In consideration of Lessee's right to occupy the Premises, Lessee agrees to pay to Lessor an annual base rent ("Base Rent") which is the greater of (1) the applicable percentage of Gross Rent or (2) the Minimum Annual Guarantee ("MAG"), as defined below.

- **Minimum Annual Guarantee during each Contract Year of the Term.** The MAG is the Lessee's annual minimum payment obligation. The MAG is three hundred thousand dollars ($300,000) per Contract Year for the duration of the Lease. A "Contract Year" means the 12-month consecutive period with the first Contract Year starting on the Effective Date of the Lease. Subsequent Contract Years start on the anniversary of the Effective Date.
- **Percentage of Gross Rent from Subleasing.** Lessee will pay Lessor thirty percent (30%) of all gross rent during each Contract Year from subleasing the properties described in Section 1 of the Lease.

All building tenants under a sublease agreement prior to the Effective Date shall continue to pay the same gross annual rent during the Term of this Lease, subject to a not-to-exceed three percent (3%) annual increase excluding fluctuations in expenses not within the Lessee's control, such as utility consumption and insurance premiums.

3.2. Payment of Base Rent.

Beginning on the Effective Date and on the first (1st) day of each month thereafter throughout the Term monthly Base Rent payments equal to (A) one-twelfth (1/12) of the MAG shall be due and payable in advance for each month without notice or demand on the first (1st) day of the month and (B) any excess between the actual monthly percentage of Gross Rent accrued hereunder and Lessee's MAG payment shall be self-invoiced by the Lessee and shall be due and payable in no case later than the thirtieth (30th) of the following month.

3.3. Prorating of Rent.

If this Lease is terminated prior to the Expiration Date for reasons other than Lessee's default and if the effective date of termination is other than the first day of a calendar month, Base Rent shall be prorated to the date of termination based on a thirty-day (30) month, and Lessor shall refund to Lessee any rent paid but unearned for that calendar month as of that effective date of termination.

3.4. Unpaid Installment of Rent.

Unpaid installment of Base Rent or other sums due to the Lessor shall bear interest from the date due at the rate of 1.5% per month or at the highest lawful interest rate in Louisiana ("Interest"), whichever is greater and Lessee shall be obligated to pay all Base Rent and Interest when due.

3.5 Aeronautical Use.

The current rental rate of the Premises is based on Lessee or its sublessees using the Premises for an aeronautical use. In the event that the use ceases to be aeronautical and becomes a non-aeronautical use, Lessor has the right to increase the rental rate to the Fair Market Value as determined by an appraisal from a licensed Appraiser. Lessor acknowledges that all current sublessees at the Premises are using the Premises for aeronautical use.

3.6 Security Deposit.

Lessee shall provide to the Director prior to the Effective Date and maintain during the term of this Lease, a sum equal to three (3) month's rent in the form of cash, or an irrevocable letter of credit or a performance bond. The letter of credit or performance bond must be in a form, drawn on a domestic bank, and acceptable to the Director. The letter of credit or performance bond must remain in effect throughout the term of this Lease and for a period of ninety (90) days thereafter.

SECTION 4: USE

4.1. Permitted Use.

Lessee hereby agrees to use the Premises for the below-stated purposes only and strictly in accordance with the terms and conditions of this Lease. Lessee is prohibited from installing any permanent or temporary building structures on the Premises without permission of the NOAB. Lessee's use of the Premises shall be limited to the following purposes:

a) Operation and maintenance of Buildings 1, 2, 3, 4, 4a, and 5 for the purposes of support of the critical air cargo tenants and airline support related to ground service and equipment.

b) It is an express condition of this Lease that Lessee remains in compliance with all applicable Federal, state, and local laws, rules, and regulations, including land use restrictions including, but not limited to Advisory Circular 150/5300-13B.

4.2. Non-Exclusive.

Lessee's rights and privileges in this Lease are non-exclusive, and nothing herein shall preclude the Lessor from entering into an agreement with any other parties during the term of this Lease for the sale/service in any part of the Airport of the same or similar merchandise or service which Lessee is permitted to sell or offer hereunder, whether such agreements are awarded competitively or through negotiations and regardless of whether the terms of such agreements are more or less favorable than the terms of this Lease.

SECTION 5: GOVERNMENTAL APPROVALS AND PERMITS.

5.1. General

Responsibility for securing all required governmental approvals and permits shall rest solely with the Lessee and shall be at the sole expense of the Lessee. The Board and the City shall not be liable for any expense or claim of the Lessee should the Lessee fail to timely obtain, or be unsuccessful in obtaining, any required governmental approvals and permits necessary for the construction and/or operation of the Premises. Notwithstanding the foregoing, Lessor agrees to cooperate with Lessee to obtain such permits.

5.2. Security Badges.

Without limiting the scope of the immediately preceding paragraph, because Lessee will require airside access to the Airport operations area ("AOA") to reach and to use at least some portions of the Premises, Lessee must cause all Lessee's employees, representatives, contractors and invitees requiring access to the AOA ("Access Personnel") to obtain security badges from the Airport's security office and comply with (and assure and be responsible for all Access Personnel's compliance with) all Airport regulations associated with the issuance of said badges and all applicable Airport security and other rules and regulations.

SECTION 6: ACCEPTANCE AND CONDITION OF PREMISES

6.1. Condition of Premises.

Lessee hereby acknowledges that the Premises are in useable condition. Lessee shall return the Premises to as good a condition as they were on the Effective Date, with the exception of ordinary wear and tear, or other fully insured casualty to the extent insurance proceeds from or on behalf of Lessee are remitted to Lessor.

6.2. Surveys & Inspections.

Lessee, at Lessee's sole cost and expense, may, prior to the Effective Date, conduct surveys, tests, and inspections as Lessee considers reasonably necessary or desirable in connection with the intended use of the Premises.

6.3. Warranty or Representation of Premises.

Lessor makes no warranties or representations, either express or implied, whatsoever regarding the Premises. Without limiting the declaration contained in the immediately preceding sentence, Lessor makes no warranties or representations, either express or implied, as to the Premises' fitness or suitability for a particular purpose, as to the environmental condition of the Premises, as to redhibitory defects, or as to vices or defects of whatever kind or nature, and whether known, unknown, latent or hidden, as to the Premises, and disclaims all responsibilities, liabilities, and obligations that are or may be imposed on the Lessor by Louisiana Civil Code Articles 2696 through 2702, inclusive, or otherwise. Lessee affirms that Lessee has had full opportunity to examine and to inspect the Premises. Lessee accepts the Premises in an "as is, where is" condition. On behalf of Lessee and Lessee's officers, managers, members, directors, stockholders, employees, successors, assigns, and representatives:

a) Lessee hereby waives, to the fullest extent allowed under Louisiana Civil Code Article 2699 and otherwise under Louisiana law, any and all of Lessee's rights and remedies against the City and the Board relating to the Premises (including without limitation all of Lessee's rights and remedies under Louisiana Civil Code Articles 2696 through 2702, inclusive); and

b) Lessee hereby relieves and releases:

   i. The Lessor and all prior owners of the Premises;

   ii. All entities controlled in whole or in part by Lessor; and

   iii. The Lessor's, and said prior owners' respective officials, officers, directors, commissioners, members, employees, contractors, subcontractors, representatives, attorneys, agents, affiliates, agencies, successors, and assigns; from any and all claims, losses, causes of action, rights of action, damages, expenses (including without limitation reasonable attorney's fees) and costs (collectively "Claims") for vices or defects (whether known, unknown, latent, or hidden) of, for peaceful possession of, or otherwise relating to, the Premises, including without limitation any and all Claims based on environmental conditions; any and all Claims based on any one or more of Louisiana Civil Code Articles 2696 through 2702, inclusive; any and all Claims (if any) for redhibition pursuant to Louisiana Civil Code Articles 2520 et seq.; and any and all Claims based on Lessee's inability to obtain any and all applicable permits, approvals or other authorizations from any governmental entities, units or agencies.

6.4. Aviation Hazard.

Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected or located, any light fixture, building, object, structure, or growth of natural object on the Premises or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or obstruction to air navigation or communication facilities.

6.5. Avigation Servitude.

The Lessor reserves an avigation servitude for the unobstructed use and passage of all types of aircraft in and through the airspace above the Premises at and above 40 feet in height above ground level. The avigation servitude shall include all incidental rights related to aviation within this airspace, including without limitation the right to cause such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to normal aircraft operation), fear, interference with sleep and communication and any and all other effects that may be alleged

to be incident to or caused by the operation of aircraft within the airspace over 40 feet in height above ground level or in the vicinity of the Premises or in landing at or taking off from the Airport.

6. 6. Compliance with ADA.

Lessee, at its sole cost and expense, agrees to keep and maintain the Premises in full compliance at all times with the Americans with Disabilities Act of 1990, as amended ("ADA"). In addition, Lessee agrees that all alterations and improvements to the Premises, if permitted, shall comply with all ADA requirements.

SECTION 7: ALTERATIONS

Lessee is prohibited from installing any permanent or temporary building structures on the Premises unless authorized by the Director of Aviation or his authorized representative. Lessee is also prohibited from making any other permanent or temporary alterations to the Premises (said alterations other than the leasehold improvements or alterations being hereinafter referred to as the "Alterations") without the Director of Aviation's or his authorized representative's prior written consent. Before making any Alterations, Lessee shall:

a) Submit a request and a copy of the Alterations plans to the Lessor in the form of a Tenant Project Application Form at least thirty (30) days prior to the planned commencement of the Alterations;

b) Comply with all applicable local, state, or federal laws, regulations, codes, or ordinances affecting such Alterations and the Premises; and

c) Perform the Alterations so as not to unreasonably interfere with or create a nuisance for aircraft, the operation of the Airport, and/or the tenancy of others.

d) Provide all required insurance and performance and payment bonds as may be requested by the Lessor in its sole discretion prior to the start of any construction.

All Alterations made by Lessee to the Premises shall remain Lessor's property at the end of the Lease term, regardless of how or when the Lease term ends. Lessor shall not have to pay or reimburse Lessee for any cost of such improvements unless the Lease term ends solely and exclusively due to Lessor's fault, in which case the cost amount shall be calculated in the manner set forth in the written agreement entered into between Lessor and Lessee at the time of the giving of Lessor's written consent to the Alterations pursuant to this Section.

The cost of any renovation, construction, alteration, or improvement authorized according to the provisions of this Lease shall be borne and paid for solely by Lessee. Lessor and Lessee agree that Lessor has no financial or other obligation of any kind under this Lease other than the lease to Lessee of the Premises which are the subject of this Lease for the term and considerations herein set forth. It is expressly understood and agreed that Lessee shall be responsible at Lessee's sole expense for any improvements made to the Premises.

SECTION 8: EQUIPMENT/MATERIAL

All equipment, and all items of personal or movable property that do not become fixtures or component parts, including any proprietary items owned by Lessee, that are located or placed by Lessee upon the Premises (collectively "Lessee's Personal Property") shall remain the property of Lessee. All said equipment and materials shall be removed from the Premises by Lessee upon the expiration of the Lease. All equipment and materials left on the Premises after the expiration of the Lease may be removed by the Lessor which cost of removal shall be the sole obligation of the Lessee.

Lessee shall remove all Personal Property prior to the termination of the Lease, with the failure to do so constituting a waiver of Lessee's ownership of Lessee's Personal Property. In the event Lessee fails to remove Lessee's Personal Property within ten (10) days after the termination of the Lease and Lessor elects to remove same, Lessee shall be required to reimburse the Lessor the entire cost of removing Lessee's Personal Property from the Premises.

SECTION 9: NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit or allow to be committed any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose.

SECTION 10: ENVIRONMENTAL OBLIGATIONS

Lessee hereby expressly covenants, warrants, and represents to Lessor, in connection with Lessee's operation at the Premises and Airport, the following:

a) Lessee is knowledgeable of all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders ("Environmental Laws"), which apply to Lessee operations at the Premises and acknowledges that such Environmental Laws change from time to time and Lessee agrees to keep informed of any such future changes.

b) Lessee agrees to comply with all applicable Environmental Laws which apply to Lessee's operations at the Premises. As a supplement to the indemnification by Lessee in Section 17. below, Lessee agrees to hold harmless, defend, and indemnify the Lessor for any violation by Lessee or any one or more of Lessee's employees, agents, and contractors of such applicable Environmental Laws and for any non-compliance by Lessee or any one or more of Lessee's employees, agents, and contractors with any permits issued to Lessee pursuant to such Environmental Laws, which hold harmless, defense, and indemnity shall include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures or monitor environmental conditions and for any monetary penalties, costs, expenses (including without limitation reasonable attorney fees and costs), and damages, imposed against Lessee, its employees, invitees, suppliers, or service providers or any one or more of Lessor's respective officers, agents, employees, representatives and attorneys by reason of Lessee's violation or non-compliance. The foregoing hold harmless, defense, and indemnity shall not apply to the extent any claim arises out of the negligence or willful misconduct on the part of any of the Lessor's respective officers, agents, employees, representatives, and attorneys provided in Section 17 below. Lessee has an immediate and independent obligation to, at the Airport's option: (1) defend the Airport from or (2) reimburse the Airport for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if the allegations are or may be groundless, false, or fraudulent or Lessee is ultimately absolved from liability.

c) Subject to the allowance provisions of Section 11, Lessee shall not use, store, or house any petroleum fuels, highly flammable, or Hazardous Materials on the Premises. For the purpose of this Section, the term "Hazardous Materials" means and includes the following: Any hazardous substance as defined in any Environmental Law, including any "Hazardous Waste" or "Hazardous Substance" as defined by CERCLA and the Louisiana Hazardous Waste Control Law, La R.S. 30-2171 et seq. and chemicals subject to the OSHA Hazard Communication Standard. 29 CFR Section 1910.1200 et seq.

SECTION 11: HAZARDOUS MATERIALS

11.1. Hazardous Waste Generation.

In any calendar month during the Lease term, if the Lessee generates (a) an excess of 100 kilograms (approx. 220 pounds) of Hazardous Materials (as defined in Section 10(c)), (b) any residue, contaminated soil, waste, or other debris resulting from the clean-up of a spill, or (c) more than one kilogram of "acutely hazardous waste", then Lessee shall obtain and maintain a Hazardous Waste Generator Permit (hereinafter referred to as "HW Permit") from the Louisiana Department of Environmental Quality. If the Lessee is obligated to obtain an HW Permit pursuant to this section, then the Lessee shall procure within a reasonable time an authorized collection and disposal company to properly remove and dispose of environmentally regulated materials on at least a quarterly basis. If the Lessee is not obligated to obtain an HW Permit pursuant to this section, then the Lessee shall provide documentation, upon request, that an authorized outside service provider has been contracted to service their equipment (i.e. forklifts) and legally dispose of waste products. Service and disposal records shall be made available for inspection by the Airport Environmental Engineer at all times.

"Acute hazardous waste" is any hazardous waste with a waste code beginning with the letter "P" or any state-only hazardous waste with a waste code beginning with the letters "P", "ORP" or any of the following "F" codes: F020, F021, F022, F023, F026, and F027; refer to the MSDS Sheet for applicable waste codes.

11.2. Hazardous Material Storage and Transport Election

Upon written request for approval to the Director of Aviation, Lessee shall have the option to store and transport certain Approved Hazardous Materials subject to the terms and conditions contained in this Section. Said approval shall be granted upon verification that Lessee has met the requirements contained in Section 11.2.B.

A. **Approved Hazardous Materials**.

Subject to the requirements of subsections B and C below, the following classes of Hazardous Materials as defined by the U.S. Department of Transportation are Approved Hazardous Materials under this Lease Agreement:

a) Class 2 Flammable Gases;
b) Class 3 Flammable Liquids;
c) Class 5 Oxidizers;
d) Class 6 Poisonous Liquids; and
e) Class 8 Corrosives.

B. Requirements for storage and transportation of Approved Hazardous Materials.

Lessee agrees to the following obligations in order to be granted the right to store and transport Approved Hazardous Materials.

a) Lessee or its sublessees must obtain, and maintain in good standing, a Hazardous Waste Storage and Transportation Permit from the Louisiana Department of Environmental Quality (DEQ) before any Approved Hazardous Materials can be used or stored on the Premises.

b) Lessee or its sublessees must develop an internal Best Management Practices for the handling, use, storage, and disposal of any and all regulated materials and Approved Hazardous Materials and submit same to the BOARD's Environmental Engineer for approval before any Approved Hazardous Materials can be used or stored on the Premises.

c) Lessee or its sublessees must file Quarterly Environmental Reports with NOAB's Environmental Engineer. The Quarterly Facility Inspection Log is attached as Exhibit C.

d) Lessee or its sublessees must ensure all employees that are located at the leased premises attend annual EPA-mandated Storm Water Pollution Prevention training, and document same through a signed attendance roster. The training material shall be provided by the BOARD Airport Environmental Engineer. The first EPA-mandated Storm Water Pollution Prevention training for all employees that are located at the leased Premises must take place before any Approved Hazardous Materials can be used or stored on the Premises.

C. Inspection.

Prior to the initial storage and use of Approved Hazardous Materials, the leased Premises must be inspected and approved by the BOARD Fire Chief. Thereafter, the BOARD Fire Chief shall have the right to enter the leased premises and inspect the conditions thereof at any time and without notice.

D. Termination of Allowance.

Lessor reserves the right to both amend the definition of Approved Hazardous Materials to remove or add classes of hazardous materials or to terminate the allowance of hazard materials completely as it deems appropriate and as may be required to comply with Federal Aviation Administration (FAA) rules, instructions, regulations, and guidance, Transportation Security Agency (TSA) rules, instructions, and regulations and/or to further any Airport development or improvement as it sees fit. Furthermore, the Lessee may elect to terminate the allowance as well.

SECTION 12: UTILITIES

Lessee shall be responsible for paying for all utilities, including without limitation water, sewer, telephone, electricity, and refuse collection used in and at the Premises. In no event shall the City or the Board be liable for

damages, loss of business, and loss of profits or otherwise for any interruption, reduction, or failure in the supply, quality, or character of any utility service at the Airport.

SECTION 13: TAXES AND ASSESSMENTS

Lessee agrees to pay Lessor within thirty (30) days of receipt, and all other utility providers before delinquency, all uncontested lawful taxes, assessments, fees, or charges which at any time may be levied by the state, parish, city, or any tax or assessment levying body upon the immovable property or any activity carried on under this Lease, any interest in this Lease or any possessory right which Lessee may have in or to any property covered under this Lease or by reason of Lessee's use or occupancy thereof or otherwise, as well as all lawful taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances, equipment and property owned by Lessee in or about the Premises.

SECTION 14: MAINTENANCE AND REPAIR

14.1 General Maintenance and Repair

Under the terms of this Triple Net Lease, the Lessee, at Lessee's sole cost and expense at all times during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, the Premises, including the building, in a good state of appearance and repair similar to the condition of the Premises at the commencement of this Lease, reasonable wear and tear excepted. Lessee shall be responsible for all maintenance, repairs, and inspections including but not limited to, interior ceilings, walls, windows, office entries, floors, HVAC systems, electrical systems, sprinkler systems, dock covers, dock bumpers, exterior walls, exterior doors, the roof and roof membrane, the foundation of the facility, landscaping, and plumbing and plumbing fixtures, to the Premises. Where applicable, Lessee or its sublessees shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, or similar items, in an unsightly, unsafe manner, on or about the Premises, is prohibited. Lessee shall provide complete and proper arrangements for the adequate sanitary handling and disposal, away from the Premises, of all trash, garbage, and other refuse caused as a result of the Lessee's occupancy and use of the Premises.

Lessee agrees to commit to a minimum spending of $200,000 per Contract Year on capital replacements and repairs during the Term of the Lease (the "Annual Minimum M&R") for a total of $600,000 during the initial three-year Term of the Lease, plus $200,000 for each one-year extension of the Lease. Any unspent Annual Minimum M&R shall be added to the following Contract Year's $200,000 Annual Minimum M&R amount. There shall be a reconciliation made at the end of the initial three-year Term of the Lease, and then annually for each one-year extension of the Lease exercised by the Parties. The reconciliation will be supported by receipts showing the expenditure of the minimum $200,000 annually. If the Lease is terminated at any time during the primary term or extensions, any unspent amounts of this $200,000 annual Contract-Year commitment and any roll over amounts accumulated during the term of the Lease will become payable to Lessor within 90 days. However, if the Lease is terminated before the end of any given contract year, the annual $200,000 commitment will be prorated for that Contract Year. All costs for any capital replacements and repairs to meet the Annual Minimum M&R shall be approved by the Director of Aviation or his authorized representative in advance, which approval shall not be unreasonably withheld. Expenditures not approved by the Director of Aviation or his authorized representative in advance shall not be counted towards the Lessee's Annual Minimum M&R requirement. Emergency capital repairs will be reported immediately, reviewed, and approved.

14.2 Non-Responsibility of Lessor

Except as expressly set forth herein, there shall be no abatement from or reduction of the Rent due hereunder regardless of the reason or cause. Lessee shall not be entitled to damages, costs, losses, or disbursements from Lessor regardless of the cause or reason therefore. Lessee shall have no claim of any nature whatsoever against Lessor, no abatement or reduction of rent, and no recovery by Lessee from Lessor on account of partial or total failure of, or damage caused by (a) lessening of supply of, or stoppage of, heat, air-conditioning, electric light, power, water, plumbing, sewerage, or any other service, (b) any damage or annoyance occasioned by water, snow, or ice being upon or coming through the roof, skylight, windows, or otherwise, (c) any defect or break in any pipes, tanks, fixtures, or

otherwise whereby steam, water, snow, smoke or gas, leak, issue or flow into the Premises, (d) any damage or annoyance occasioned by the condition or arrangements of any electric or other wiring, (e) any damage or annoyance arising from any acts, omissions, or negligence of co-Lessees or other occupants of the Property, or of owners or occupants of adjacent or contiguous property, or (f) the making of major repairs, alterations, repairs, improvements, or structural changes to the Property, or anything or service therein or thereon or contiguous thereto provided the same shall be made with reasonable expedition.

14.3 Lessee Personal Property Damages

Loss and Damage. Notwithstanding any contrary provisions of this Lease, Lessor shall not be responsible for any loss of or damage to property of Lessee or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Lessor, or Lessor's agents, employees or contractors, provided, however, that if Lessee shall notify Lessor in writing of repairs which are the responsibility of Lessor under Section 14.1 hereof, and Lessor shall fail to commence with the reasonable due diligence of a regulated governmental entity prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee's property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising therefrom.

SECTION 15: SIGNS

Lessee shall have the right to place signs on the Premises subject to any applicable laws, code and ordinances, subject to any reasonable rules and regulations of the Lessor subject to the prior approval of the Lessor. Lessee shall be solely responsible for maintaining its signs in good condition and shall remove them and repair any damage caused by such removal on or before the Expiration Date. Lessee is not allowed to place or to erect any signs or advertising material on the Premises without the prior approval of the Lessor.

SECTION 16: ACCESS

Lessor and Lessor's authorized representatives shall have the right to enter the Leased Premises following 24 hours' notice to Lessee for the purpose of:

a) Performing any maintenance or repairs that Lessee has failed to undertake, and

b) Inspecting the Premises to verify that fire, safety, sanitation regulations, and other provisions contained in this Lease are being adhered to by Lessee.

Lessor shall use its best efforts to conduct Lessor's activities in the Premises in a reasonable manner that will seek to minimize interference with Lessee's business operations. Lessor shall be permitted access to the Premises for emergencies without prior notice to Lessee, so long as Lessee is notified as soon thereafter as is reasonably possible.

SECTION 17: INDEMNIFICATION

To the fullest extent permitted by law, the Lessee shall fully indemnify, defend, and hold harmless and defend the City, Board, and all their respective officers, agents, contractors, employees, representatives, and attorneys ("Indemnified Parties") from and against all suits, actions, claims, damages, losses and expenses, direct, indirect or consequential, including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs, of any character, name, and description brought for or on account of any injuries or damages, including but not restricted to death, received or sustained by any persons or property on account of, arising out of, or in connection with:

a) The operations of the Lessee, its contractors, sub-contractors, vendors, visitors, and suppliers; and

b) Any negligent act or intentional omission, misconduct, or fault of the Lessee, its contractors, sub-contractors, vendors, visitors and suppliers, or their agents or employees in the execution of the Lease or performance of the services required thereunder; and

c) Any violation by Lessee of law, ordinance, regulation, or order of any public authority having jurisdiction over the services required hereunder.

Limitation. Lessee's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Lessee nor any of its agents or employees contributed to such gross negligence or willful misconduct.

Independent Duty. Lessee has an immediate and independent obligation to, at the Airport's option: (1) defend the Airport from or (2) reimburse the Airport for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if the allegations are or may be groundless, false, or fraudulent or Lessee is ultimately absolved from liability.

Expenses. Notwithstanding any provision to the contrary, Lessee shall bear the expenses including, but not limited to, the Board's and City's reasonable attorney fees and expenses, incurred by the Board and the City in enforcing this indemnity.

The Lessor shall fully indemnify, save harmless and defend Lessee and all its officers, agents, employees, representatives, and attorneys from and against all suits, actions, claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) of any character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any persons or property on account of, arising out of, or in connection with:

a) The operations of the Lessor, its contractors, sub-contractors, vendors, visitors and suppliers; and
b) Any negligent act or intentional omission, misconduct, or fault of the Lessor, its contractors, sub-contractors, vendors, visitors, suppliers, and their agents and employees related to this Lease Agreement or performance of the services required thereunder.
c) Any violation by Lessor of law, ordinance, regulation, or order of any public authority having jurisdiction over the services required hereunder.

SECTION 18: INSURANCE

18.1. Minimum Coverage.

Lessee shall, at its own cost and expense, maintain the following insurance coverages throughout the Term. Prior to the Execution Date, Lessee shall produce to the Board certificates of insurance evidencing the coverages required herein and listing the Board and the City as additional insureds. Lessee shall require any sub-contractors, sub-Lessees, and sub-tenants doing business with or for the Lessee to comply with the provisions of this Section or the liability for said sub-contractors, sub-Lessees, and sub-tenants shall be covered by the Lessee:

(a) Commercial General Liability Insurance: The Lessee agrees to maintain CGL coverage covering all operations pursuant to this Lease performed by the Lessee, or on its behalf, in the following amounts (inclusive of any amounts provided by an umbrella or excess policy):

- Per Occurrence: $5,000,000

This insurance shall include coverage for premises operations, broad-form contractual liability, products, and completed operations, use of contractors and subcontractors, personal injury, and broad-form property damage. A "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".

(b) Business Automobile Liability Insurance: Lessee shall maintain Business Auto Liability coverage for all owned, hired, and non-owned vehicles with the following policy limits (inclusive of any amounts provided by an umbrella or excess policy):

- Combined Single Limit per Occurrence (both bodily injury and property damage): $1,000,000

In the event Lessee operates vehicles on the AOA used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

- Combined Single Limit per Occurrence (both bodily injury and property damage): $10,000,000

(c) Workers' Compensation and Employer's Liability Insurance: Lessee agrees to maintain Workers' Compensation and Employer's Liability Insurance with the following policy limits (inclusive of any amount provided by umbrella or excess):

- Workers' Compensation: Statutory Limits
- Employer's Liability:
  - Each Accident: $1,000,000
  - Disease (policy limit): $1,000,000
  - Disease (each employee): $1,000,000

(d) Property Insurance: Lessee shall maintain Property Insurance covering all forms of risk on all Alterations or Improvements and any other interests of Lessee, including inventory, supplies, and other property of Lessee located on the Premises, insuring against perils typically covered by property insurance including, but not limited to, fire, lightning, extended coverage, vandalism, malicious mischief, glass breakage, sprinkler, Named Storm and terrorism in an amount equal to the full replacement value of Lessee improvements and any other interests of Lessee in or about said Premises. The policy shall name or be endorsed to name the City and Board as "Loss Payee" as their interests may appear.

(e) Business Interruption Insurance: Lessee shall maintain Business Interruption insurance in an amount sufficient to compensate Lessee for the direct or indirect loss of earnings under this Lease and attributable to the perils commonly covered by the Lessee's property insurance, which shall include losses arising from mechanical or utility failures on or interruption of services to the Premises.

(f) Commercial Crime Insurance: If Lessee's use of the Airport involves handling money, then Lessee shall maintain Commercial Crime insurance covering including, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors forgery; computer fraud, on- and in-transit:

- Each Occurrence: $1,000,000

(g) Liquor Legal Liability: If Lessee's use of the Airport involves the provisioning or selling of liquor, Lessee shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage pursuant to this Lease performed by Lessee, or on its behalf, in the following amounts (inclusive of any amounts provided by an umbrella or excess policy):

- General Aggregate: $2,000,000
- Each Occurrence: $1,000,000

The insurance policies herein required shall contain or be endorsed to contain the following provisions:

A. Workers' Compensation coverage shall contain an express waiver of all rights against the City and NOAB, its elected and appointed officials, officers, agents, directors, volunteers, and employees, for losses arising from the services performed by the Lessee for the City and the Board.

B. The City and Board and their respective officers, officials, and employees are to be added as additional insured to the Commercial General Liability and the Automobile Liability insurance policies with respect to (i) liability arising out of activities performed by or on behalf of the Lessee; (ii) products and completed operations of the Lessee, and (iii) the insurance obtained by Lessee insuring the Premises against casualty losses. The coverage shall contain no special limitations on the scope of protection afforded the additional insured. The Certificate Holder shall be in the name of:

The City of New Orleans by and through the New Orleans Aviation Board
PO Box 20007
New Orleans, LA 70141

Within the Certificate of Insurance "Description of Operations/Locations/Vehicles/Remarks" field, please include the following language:

"Where required by written contract, The City of New Orleans, The New Orleans Aviation Board, and their respective members, officers, employees, agents, and assigns are included as Additional Insured and Loss Payee as their interest may appear."

C. Certificates of insurance acceptable to the BOARD and the City shall be provided prior to commencement of the Lease. The Lessee shall be responsible for providing 30 days prior written notice of cancellation/non-renewal except 10 days for non-payment. Company endorsements shall be provided with the certificate of insurance.

18.2. All insurance required by this Section shall be placed with insurers that are licensed and authorized to do business in the State of Louisiana and have a rating of no less than A-VI in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in Standard and Poor's. The providing of any insurance required herein does not relieve the Lessee of any of the responsibilities or obligations for which the Lessee may be liable by law, lease or otherwise. The Lessee's failure to provide and maintain such insurance in force as required above shall materially breach the Lease and, at the City and /or Board's option, occasion an immediate cancellation for cause thereof. The Lessee and any subcontractors shall comply with all laws relating to immigration and naturalization; failure to comply shall constitute an event of default under the Lease.

In the event Lessee does not have the required certificate(s) of insurance evidencing the proper insurance coverage, or the required insurance coverage lapses, this Lease shall be immediately terminated at the discretion of the Director. Any policy endorsement should be attached to the certificate(s). Lessee must require Lessee's contractors or sub-contractors and other persons doing business with or for the Lessee to maintain at least the insurance as required above or the liability for said contractors or sub-contractors and other persons doing business with or for the Lessee shall be covered by the Lessee.

18.3. Additional Insurance.

The Board reserves the right to require Lessee to provide such additional amounts of insurance coverage, or such additional types of insurance coverage, as the Board deems necessary during the term of this Lease upon receipt of prior reasonable written notice from the Board. Lessee will use its commercially reasonable best efforts to furnish the Board, within sixty (60) days of said request, a certificate of insurance evidencing such insurance with increased limits in full force and effect.

18.4. Insurance Not a Limitation on Liability.

Compliance with the foregoing requirements shall not relieve Lessee of its liability under any other provision of this Lease, or by law.

SECTION 19: CASUALTY

If, due to fire or other casualty which is not the fault of Lessee, the Premises are totally destroyed or rendered incapable of being occupied and operated by Lessee for the purposes set forth herein, within one hundred eighty (180) days of the date of the fire or other casualty, in Lessee's sole discretion, Lessee shall have a right to terminate this Lease. In such a case, all insurance proceeds covering the improvements on the Premises shall be the property of the Lessor.

If, due to fire or other casualty which is not the fault of Lessee, the Premises are partially damaged or rendered partially incapable of being occupied and operated by Lessee for the purposes set forth herein, in Lessee's sole discretion, this Lease shall continue in effect. Until full use of the Premises is restored, Base Rent shall partially abate in the proportion that the subject area incapable of the aforesaid occupancy and operation bears to the entire area of the Premises. If full tenancy is not restored within One Hundred Eighty (180) calendar days from the date of the casualty, either Lessee or Lessor may terminate this Lease upon ten days written notice, without liability to either party, and any pre-paid Base Rent shall be pro-rated and refunded to Lessee. Repair of the Premises by Lessor shall be limited to rebuilding those structures which existed as of the Effective Date and insurance proceeds received.

In the event of a Casualty, parties may enter into a Restoration Agreement that allows the Lessee to perform the restoration of those portions of the building in which Lessor may be responsible for under Section 14 of the Lease Agreement. Lessor will reimburse Lessee for the cost of that restoration as long as the restoration was approved in advance by NOAB's Planning, Development & Construction Department and Lessee performs the restoration in accordance with all applicable, laws, rules, regulations, and building codes of all government authorities having jurisdiction over the premises.

SECTION 20: CONDEMNATION

In the event that any federal, state, or local government or agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession, or the right to possession of the Premises or any part thereof, the Lessor may, at its option, terminate this Lease as of the date of such taking, and if Lessee is not in default under any of the provisions of this Lease on said date, any rent or concession fees prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee. In addition, the Lessee shall be entitled to participate in any compensation paid in the event of a taking, not to exceed the leasehold improvements or alterations.

During any war or national emergency, Lessor shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. Lessor shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent the Lessee from pursuing any rights it may have for reimbursement from the United States Government.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States government be to take all or any of the Premises or substantially alter or destroy the commercial value of the leasehold interest granted herein, Lessor shall not be held liable therefore, but in such event, Lessee may cancel this Lease upon ten (10) days written notice to Lessee.

SECTION 21: ASSIGNMENT AND SUBLETTING

21.1. Mortgage.

Lessee shall not be allowed to mortgage, to grant a security interest in, to assign for security or collateral purposes, or otherwise to encumber Lessee's interest in and to the Premises or this Lease.

21.2. Transfer/Sublet.

Lessee shall not transfer, assign, sublet, or otherwise alienate Lessee's interest in and to the Premises without first obtaining the written consent of the Director of Aviation or his authorized representative, which consent shall not be unreasonably withheld. Any transfer, assignment, subletting, or alienation of this Lease or of Lessee's leasehold interest in the Premises without the prior written consent of the Director of Aviation and/or his authorized representative shall be null and void.

21.3. Permission to Sublease.

In the event Lessee requests permission to sublease, the request shall be submitted to the Director of Aviation or his authorized representative and shall be accompanied by a copy of the proposed sublease agreements and all agreements collateral thereto. The area or space to be subleased, the rental to be charged, the type of business to be conducted, and the identity and financial history of the sub-tenant shall be specified. Each transfer, assignment, or subletting of this Lease to which there has been consent shall be by instrument, in writing, and shall be executed by the transferee, assignee, or sub-lessee who shall agree in writing, for the benefit of Lessor, to be bound by and to perform the terms, covenants, and conditions of this Lease. An executed copy of such written instrument shall be delivered to Lessor. Failure to first obtain written consent from the Director of Aviation or his authorized representative, or failure to comply with the provisions herein contained, shall operate to prevent any such transfer, assignment, or subletting from becoming effective. Lessor hereby consents to the current subtenants at the Premises. At Lessee's option, Lessee shall record a memorandum of this Lease with the recorder of mortgages for Jefferson Parish within 15 days of all parties signing this Lease. Every sublease must require the subtenant to enter into an agreement with NOAB to operate on NOAB premises, provide proof of insurance, and indemnify NOAB pursuant to Section 17 above.

21.4. Lessor Consent.

Should the assignment of this Lease be consented to by the Director of Aviation or his authorized representative and to the extent that such assignee assumes Lessee's obligations hereunder, Lessee shall not, by virtue of such assignment, be released from Lessee's obligations under the Lease unless, at the time of the giving of the Director of Aviation's or his authorized representative's 's written consent, the Director of Aviation or his authorized representative expressly agrees in writing to the contrary. Should the subletting of the Premises be consented to by the Director of Aviation or his authorized representative, Lessee agrees and acknowledges that Lessee shall remain fully and primarily liable under this Lease, notwithstanding any such sublease and that any such sub-lessee shall be required to attorn to Lessor under the terms of this Lease.

The receipt by the Lessor of rent from any assignee, subtenant, or occupant of the Premises shall not be deemed a waiver of the requirements in this Section 21 or an acceptance by the Lessor of the assignee, subtenant or occupant as a tenant or a release of the Lessee from further observance or performance by the Lessee of the covenants and obligations contained in this Lease. No provisions of this Lease shall be deemed to have been waived by the Lessor unless such waiver is in writing, signed by the Director of Aviation or his authorized representative. Lessor reserves the right to transfer Lessor's interest in the Lease.

SECTION 22: DEFAULT

22.1. Lessee Conditions of Default.

The occurrence of any one or more of the following events ("Lessee Event of Default") shall constitute an event of default and breach of this Lease by Lessee:

a) Vacating or abandonment of the entire Premises by Lessee for more than sixty (60) days;

b) Failure by Lessee to make any payment of Base Rent or any other payment required to be made by Lessee under this Lease when due where such failure continues for a period of ten (10) days after written notice by Lessor to Lessee;

c) Breach of any Lessee covenant or obligation under Sections 10 and 11 in this Lease which is not cured within fifteen (15) days after written notice by Lessor to Lessee; or

d) Breach of any Lessee covenant or obligation in the Lease other than under Sections 10 and 11 of the Lease where such failure continues for a period of thirty (30) days after written notice by Lessor to Lessee.

22.2. Lessor Conditions of Default.

The occurrence of any one or more of the following events ("Lessor Event of Default") shall constitute an event of default and breach of this Lease by Lessor:

a) Breach of any Lessor covenant contained herein where such failure continues for a period of thirty (30) days after written notice by Lessee to Lessor.

22.3. Remedies for Lessee Event of Default.

Except as specifically provided to the contrary in this Lease, if a Lessee Event of Default occurs, the Lessor shall be entitled to exercise any one or more of the following rights, which shall be deemed cumulative:

a) Terminate the Lease and evict the Lessee if the Lessee does not vacate the Lease Premises within 30 days' notice. Lessee hereby waives all rights to notice of termination of Lease and/or notice to vacate pursuant to Louisiana Civil Code article 4701;

b) Pursue claims for damages against Lessee if they exceed the accelerated rent due;

c) Charge interest (at the then applicable highest annual rate of legal interest under Louisiana law) on all due and unpaid Base Rent and other payments owed by Lessee under this Lease, on and after the occurrence of an Event of Default;

d) Charge Lessee an amount equal to Lessor's reasonable legal fees and costs incurred on and after a default by Lessee under the Lease;

e) Accelerate all rents due for the unexpired term of the Lease; or

f) Exercise any and all rights and remedies available at law.

22.4. Remedies for Lessor Event of Default.

Except as specifically provided to the contrary in this Lease, if a Lessor Event of Default occurs, Lessee shall be entitled to exercise any one or more of the following rights, which shall be deemed cumulative:

a) Terminate the Lease;

b) Pursue claims for damages against Lessor;

c) Charge Lessor an amount equal to Lessee's reasonable legal fees and costs incurred on and after a default by Lessor under the Lease; or

d) Pursue any and all other remedies available at law or equity.

Other than the notices of default provided in Section 21.1 and Section 21.2, respectively, neither party shall be required to give thirty (30) days' notice to the other, in order to exercise any one or more of the foregoing remedies. Likewise, neither party shall be liable to the other if said party exercises any one or more of the foregoing remedies.

SECTION 23: BROKERS

Lessor represents and warrants that Lessor is solely responsible for any real estate broker retained or otherwise utilized by Lessor in connection with the Lease of the Premises described herein and that no real estate or broker commissions are due by Lessee to anyone retained or used by Lessor.

SECTION 24: TITLE AND QUIET POSSESSION

Lessor represents and warrants that:

a) The Lessor is the owner of the Premises;

b) The Lessor has the right to enter into this Lease; and

c) The person signing this Lease on behalf of Lessor has the authority to sign this Lease on behalf of Lessor.

Lessor and anyone claiming by and through Lessor hereby covenants that Lessee is entitled to access to the Premises at all times and to the quiet possession of the Premises during the term of the Lease, subject to the access and occupancy limitations set forth elsewhere in this Lease, provided that Lessee is not in default of any Lessee's obligations under this Lease.

SECTION 25: RELOCATION RIGHTS

Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by or on behalf of the Lessee. Accordingly, nothing contained in this Lease shall be construed to obligate Lessor to relocate Lessee as a result of any such Airport developments or improvements.

SECTION 26: RULES AND REGULATIONS

Lessee shall observe the rules and regulations which Lessor shall from time to time promulgate with respect to the Premises. Lessor reserves the right from time to time to make reasonable modifications to such rules and regulations which shall be binding on Lessee and all other tenants and subtenants upon delivery of a copy of the modified rules and regulations to Lessee. Lessee shall also observe all federal, state, and local rules and regulations which may affect Lessee's operations under this Lease.

In the event the Federal Aviation Administration (FAA), its successors, or the Transportation Security Agency (TSA) requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease as may be reasonably required to obtain such fund; provided, however, that in no event will Lessee be required, pursuant to this subsection, to agree to an increase in the rent or other charges.

SECTION 27: SUCCESSORS

This Lease and the terms and conditions contained herein shall run with the Premises and inure to the benefit of and be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors, and permitted assigns.

SECTION 28: JURISDICTION & GOVERNING LAW

The Lessee consents and yields to the exclusive jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Lessee, as to all disputes arising from or related to the Lease. The Lease shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

SECTION 29: AMENDMENT

This Lease shall not be modified except by written agreement signed by Lessor and Lessee through their respective duly authorized representatives.

SECTION 30: NO WAIVER

The failure of Lessee or Lessor hereto at any time to require performance by the other of any provision of this Lease shall in no way affect the party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Lease be taken or held to be a waiver of any further breach of the same provision or any other provision.

SECTION 31: FORCE MAJEURE

Except as herein provided, neither Lessor nor Lessee shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, epidemics, natural disasters, floods, tornado, hurricane, riots, rebellion, sabotage, war, or any other circumstances for which it is not responsible or which are not within its control.

SECTION 32: MISCELLANEOUS PROVISIONS

32.1. Legal Construction.

In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, of unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32.2. Prior Agreements Superseded.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

32.3. Notices.

All notices provided to be given under this Lease shall be deemed properly served if such notice is given by certified mail, return receipt requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

Lessor: Director of Aviation
New Orleans Aviation Board
P. O. Box 20007
New Orleans, Louisiana 70141

With a copy to: Deputy Director of Aviation – Commercial Development
New Orleans Aviation Board
P. O. Box 20007
New Orleans, Louisiana 70141

Lessee: Aero New Orleans II, LLC
Attn: Legal Department
201 West Street

Annapolis, MD 21401

Notices mailed in accordance with the provisions hereof shall be deemed to have been given as of the date of receipt or the third business day following the date of such mailing, whichever is earlier.

32.4. Successors and Assigns.

The covenants and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

32.5. Severability.

If any provision in this Lease is held to be unenforceable for any reason whatsoever, the remaining provisions of this Lease shall remain in full force and effect.

32.6. Electronic Signature and Delivery.

The Parties agree that a manually signed copy of this Lease and any other document(s) attached to this Lease delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Lease.

32.7. Conflict of Interest.

In the interest of ensuring that efforts of Lessee do not conflict with the interests of the Board, and in recognition of Lessee's responsibility to the Board, Lessee agrees to decline any offer of employment if its independent work on behalf of the Board is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with Lessee. It is incumbent upon Lessee to notify the Board and provide full disclosure of the possible effects of such employment on Lessee's independent work on behalf of the Board. Final decision on any disputed offers of other employment for Lessee shall rest with the Board.

32.8. Counterparts.

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease, but all of which, when taken together, shall constitute one and the same Lease.

32.9. Incorporation into Subcontracts.

Lessee will incorporate Lease Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

32.10. Limitations of the City's Obligations.

The Board and the City have no obligations not explicitly set forth in this Lease or any incorporated documents or expressly imposed by law.

32.11. No Third-Party Beneficiaries.

This Lease is entered into for the exclusive benefit of the Board, City, and Lessee, and the Board, City, and Lessee expressly disclaim any intent to benefit anyone not a party to this Lease.

32.12. Choice of Laws.

This Lease shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

32.13. Entire Lease.

This Lease, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Lease and are without effect to vary or alter any terms or conditions of this Lease.

32.14. Exclusive Jurisdiction and Venue.

For all claims arising out of or related to this Lease, Lessee hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Lessee's residence and (B) right of removal to federal court based upon diversity of citizenship.

SECTION 33: EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by, or resulting from the Lease, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Lessee/developer/operator's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Lessee shall include the provisions of this paragraph in all subleases if permitted.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration herein, agrees as a covenant running with the land that no person shall be excluded from participation in or denied the benefits of Lessee's use of the Premises on the basis of race, color, national origin, religion, handicap, sex, sexual orientation or familial status. Lessee further agrees for itself, its personal representatives, successors in interest, and assigns that no person shall be excluded from the provision of any services on or in the construction of any improvements or alterations to the Premises on grounds of race, color, national origin, religion, handicap, sex, sexual orientation or familial status.

Lessee agrees to furnish its accommodations and to price its goods and services on a fair and equal basis to all persons. In addition, Lessee covenants and agrees that it will at all times comply with any requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and with any amendments to this regulation which may hereafter be enacted.

In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to reenter and repossess the Premises and hold the same as if the Lease had never been made or issued; provided however, that the Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

If any claim arises from an alleged violation of this non-discrimination covenant by Lessee, its personal representatives, successors in interest, or assigns, Lessee agrees to indemnify Lessor and hold Lessor harmless pursuant to Section 17.

SECTION 34: CONFLICT OF INTEREST

Lessee covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services and obligations required to be performed under this Lease.

SECTION 35: INDEPENDENT CONTRACTOR

35.1 Acknowledgment of Exclusion of Worker's Compensation and Unemployment Compensation Coverage.

The Lessee hereby and in this Lease expressly agrees and acknowledges that it is an independent contractor and as such, it is expressly agreed and understood that the Lessor shall not be liable for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana or applicable unemployment compensation law, and further, anyone employed by the Lessee shall not be considered an employee of the Lessor for the purpose of workers compensation or unemployment compensation coverage, or for any other purpose.

35.2 Waiver of Sick and Annual Leave Benefits.

It is expressly agreed and understood that the Lessee, acting as an independent entity, shall not receive any sick or annual leave benefits from the Lessor.

SECTION 36: DELINQUENT TAXES

Lessee swears that it complies with City Code §2-8 (a). Lessee is not delinquent in any taxes owed to the City.

SECTION 37: CONVICTED FELON

Lessee swears that it complies with City Code §2-8 (c). No Lessee principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

SECTION 38: NON-SOLICITATION

Lessee swears that it has not employed or retained any company or person to solicit or secure this Lease other than a 1) bona fide employee working solely for Lessee; 2) a consultant representing the Lessee; or 3) an attorney representing the Lessee. The Lessee has not paid or agreed to pay any person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Lease other than a 1) bona fide employee working solely for Lessee; 2) consultant representing the Lessee; or 3) an attorney representing the Lessee.

SECTION 39: INSPECTOR GENERAL COOPERATION

It is agreed that the Lessee or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Lessee to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, Lessee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

SECTION 40: OWNERSHIP INTEREST PROVISION

The Lessee shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Lessee and stating that no other person holds an ownership interest in the Lessee via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. Lessee agrees to provide to the Lessor a sworn affidavit attesting to the above provisions if requested by the Lessor to do so; failure to provide such affidavit upon request shall give Lessor the option to cancel this Lease.

SECTION 41: SUBCONTRACTING

The Lessor did not set an ACDBE participation goal for this Lease agreement but continues to encourage the use of ACDBE firms. The Lessor desires to achieve, to the greatest extent possible, quality participation by certified ACDBE firms in order to reach its annual overall goal of 23.35%. Although there is no ACDBE participation requirement, Lessee is encouraged to present a creative and responsive plan that provides for participation that is commercially meaningful and useful in the areas of construction build-out and procurement of goods and services.

SECTION 42: SUBORDINATION

This Lease is subordinate to the Lessor's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the airport.

SECTION 43: REQUIRED FEDERAL CONTRACT PROVISIONS

The Lessee agrees to comply with the Required Federal Contract Provisions attached hereto as Exhibit B.

SECTION 44: COST RECOVERY

In accordance with Section 2-8.1 of the New Orleans Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Lessee shall reimburse the Lessor or disgorge anything of value or economic benefit received from the Lessor if the Lessee fails to meet its contractual obligations.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto through their duly authorized representatives, have executed this contract to be effective as of the Effective Date as set forth above.

Approved by resolution of the New Orleans Aviation Board dated July 31, 2025, and directing the Chair and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: _____
The Hon. Michael G. Bagneris, Chair Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[LESSEE SIGNATURE CONTAINED ON NEXT PAGE]

Aero New Orleans II, LLC

By:_____

Print Name: _____

Taxpayer Identification Number: _____

Date: _____

Exhibit A

Map of Location of Premises

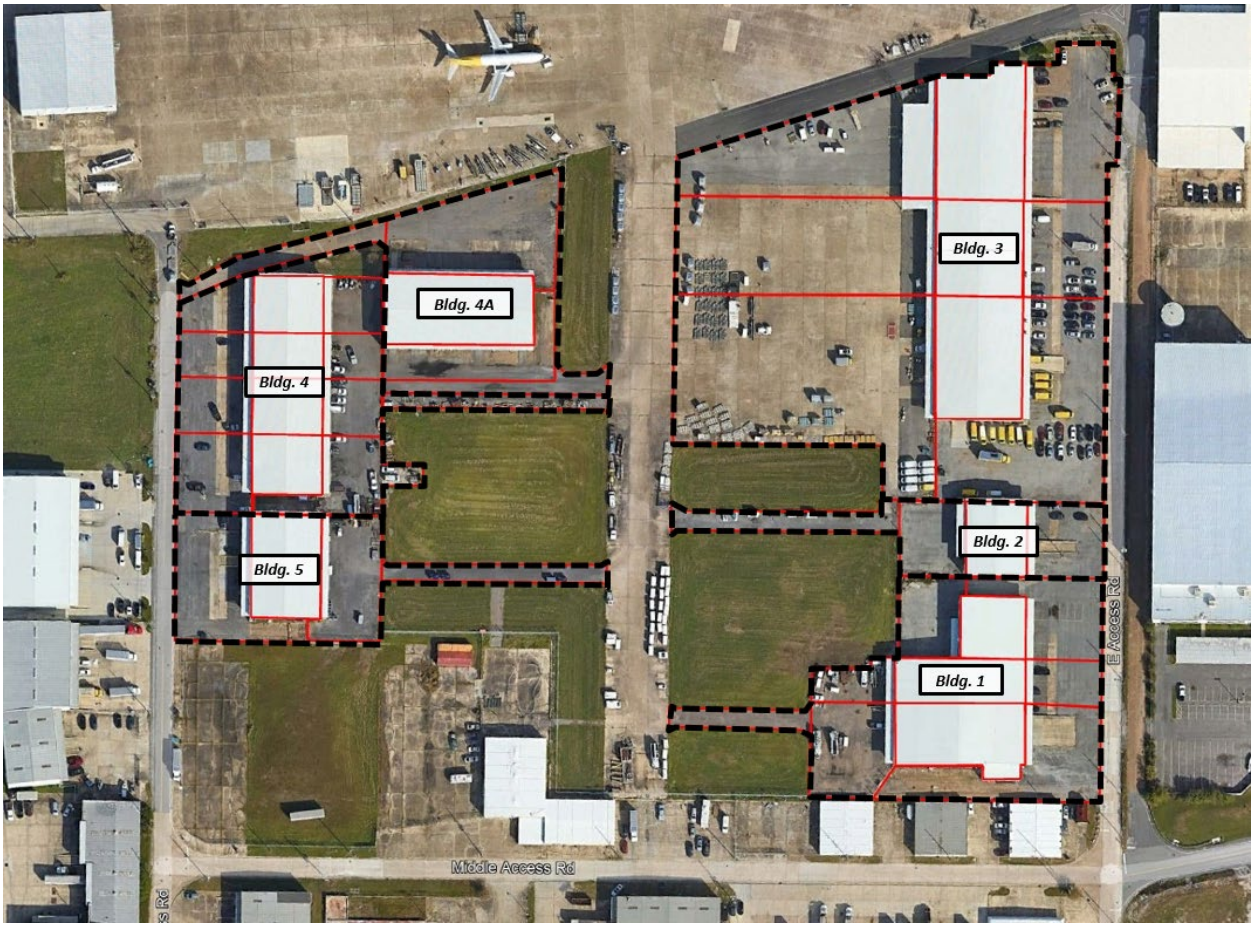

Exhibit A-1

Building One (1), with approximate dimensions of 190' fronting E Access Road by a depth of 150, consists of approximately 23,431 SF of warehouse/office space), with approximately 30,128 SF of landside truck dock and vehicle parking, and 25,243 SF of airside space, on a 78,802 SF site.

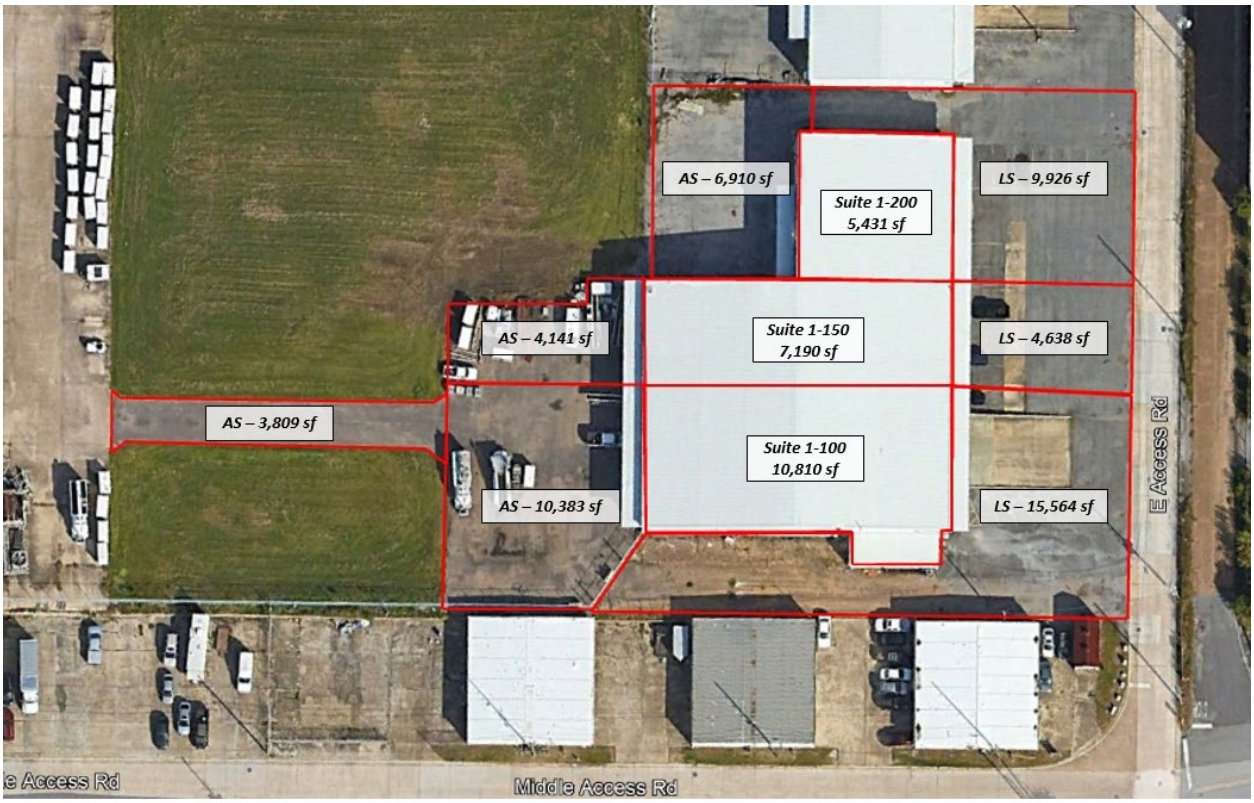

Exhibit A-2

Building Two (2), with approximate dimensions of 85’ fronting E Access Road by a depth of 70’, consists of approximately 6,020 SF of warehouse/office space, with approximately 7,742 SF of landside truck dock and vehicle parking, and 13,216 SF of airside space, on a 26,978 SF site.

Exhibit A-3

Building Three (3), with approximate dimensions of 395' fronting E Access Road by a depth of 105', consists of approximately 45,127 SF of warehouse/office space, with approximately 61,123 SF of landside truck dock and vehicle parking, and 118,920 SF of airside space, on a 225,170 SF site.

Exhibit A-4

Building Four (4), with approximate dimensions of 250’ fronting W Access Road by a depth of 85’, consists of approximately 20,000 SF of warehouse/office space, with approximately 23,013 SF of landside truck dock and vehicle parking, and 26,288 SF of airside space, on a 69,301 SF site.

Exhibit A-5

Building Four-A (4A), with approximate dimensions of 175' fronting the West Apron by a depth of 90', consists of approximately 14,000 SF of warehouse/office space, with approximately 24,177 SF of landside truck dock and vehicle parking, and 14,384 SF of airside space, on a 52,561 SF site.

Exhibit A-6

Building Five (5), with approximate dimensions of 120' fronting W Access Road by a depth of 85', consists of approximately 9,600 SF of warehouse/office space, with approximately 14,922 SF of landside truck dock and vehicle parking, and 15,865 SF of airside space, on a 40,387 SF site.

EXHIBIT B: REQUIRED FEDERAL PROVISIONS

PROVISION 1. ACCESS TO RECORDS AND REPORTS

The Lessee must maintain an acceptable cost accounting system. The Lessee agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Lessee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

PROVISION 2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Lease on the part of the Lessee or its sub- lessee may result in the suspension or termination of this Lease or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor Airport will provide Lessee written notice that describes the nature of the breach and corrective actions the Lessee must undertake in order to avoid termination of the Lease. The Sponsor Airport's notice will identify a specific date by which Lessee must correct the breach. Sponsor Airport may proceed with termination of the Lease if Lessee fails to correct the breach by deadline indicated in the Sponsor Airport's notice.

The duties and obligations imposed by the Lease Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

PROVISION 3. CIVIL RIGHTS PROVISIONS-GENERAL

The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

PROVISION 4. CIVIL RIGHTS-TITLE VI NONDISCRIMINATION REQUIREMENTS COMPLIANCE

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees as follows:

A. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
B. **Non-discrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and

Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Lessee's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   1) Withholding payments to the Lessee under the contract until the Lessee complies; and/or
   2) Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

PROVISION 5. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of New Orleans, through the New Orleans Aviation Board, pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a servitude running with the land that:
   1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of New Orleans, through the New Orleans Aviation Board will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

PROVISION 6. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of New Orleans, through the New Orleans Aviation Board, pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a servitude running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to Leases in the event of breach of any of the above nondiscrimination covenants, City of New Orleans, through the New Orleans Aviation Board, will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lessee had never been made or issued.

PROVISION 7. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Lessees, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROVISION 8. CLEAN AIR AND WATER POLLUTION CONTROL

Lessee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Lessee agrees to report any violation to the Sponsor Airport immediately upon discovery. The Sponsor Airport assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Lessee must include this requirement in all subcontracts that exceeds $150,000.

PROVISION 9. RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of New Orleans, through the New Orleans Aviation Board, to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Sponsor Airport encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

PROVISION 10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor Airport encourages the Lessee to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Lessee must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISION 11. ENERGY CONSERVATION REQUIREMENTS

Lessee agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 621*et seq*).

PROVISION 12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROVISION 13. CERTIFICATION REGARDING LOBBYING

The Lessee certifies by signing and submitting this Lease, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Lessee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISION 14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this Lease incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROVISION 15. TRADE RESTRICTION CERTIFICATION

The Lessee certifies that with respect to this Lease, the Lessee -

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Lessee must provide immediate written notice to the Sponsor Airport if Lessee learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Lessee must require subcontractors provide immediate written notice to the Lessee if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Lessee or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information

of a Lessee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Lessee agrees that it will incorporate this provision for certification without modification in in all subcontracts. The Lessee may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Lessee has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Lessee or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor Airport cancellation of the contract or subcontract for default at no cost to the Sponsor Airport or the FAA.

PROVISION 16. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Lessee and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

EXHIBIT C - QUARTERLY FACILITY INSPECTION LOG

Date: _____
Weather Conditions: _____
Facility: _____
Inspector: _____

Inspection Items	Yes	No
Does the facility store or use deicing materials?		
If yes, are the deicing chemicals stored in enclosed containers indoors, or a sheltered area?		
Is the MSDS information easily accessible, and the deicing chemicals properly labeled?		
Approximately how many pounds or gallons of deicing materials were used by this facility operator last year?		
Are inlet control mats stored onsite and have they been used when handling or transferring hazardous materials?		
Does the facility fix or fuel or clean aircraft, ground vehicles or other equipment?		
If yes, are these activities done indoors, or in a sheltered area?		
If yes, is the floor sloped to allow spills to drain into a sump?		
If not a sump, is all drainage indoors properly connected to the City of Kenner sanitary sewer system?		
Are dry clean-up methods encouraged, and are those materials located onsite?		
Does the facility have a plan to dispose of used oil, filters, and other hazardous materials?		
Are all chemicals stored indoors, labeled and kept in an organized manner?		
Is the MSDS information for all chemicals stored or used at the facility readily available?		
Are chemicals stored in a manner to reduce the risk of spillage?		
If there is fuel stored onsite, is secondary containment provided?		
If there are other chemicals stored outside, is there secondary containment provided?		
For material storage outside, are there control measures to limit “run-on” stormwater?		
If yes, what measures are in place?		
Is the facility maintained in a fairly clean, swept and orderly fashion?		
Is there observable debris, litter, or other wastes outside where stormwater may come into contact?		
Are ditches and culverts free of debris and trash?		

Inspection Items	Yes	No
Any signs of leaks or spills in areas where maintenance, fueling or cleaning activities occur?		
Is the dumpster (if one onsite) covered during rain or when not in use?		
Are all storage containers (e.g. used oils, hydraulic fluids, spent solvents, waste aircraft fuel) maintained with good integrity?		
Any signs of leaks or spills anywhere on the property?		
Is the property clean from debris and garbage?		
Do the fuel containment structures have drains, valves on the drains, are maintained in the "closed' position?		
Are the used oil drums in good condition, sealed, labeled, and stored within a containment pan?		
Are all waste materials centrally stored?		
Are all chemical containers clearly labeled?		
Are all tanks and containers in good condition, not bulging or leaking?		
Is there an inventory of all chemicals and materials stored onsite?		
On liquid storage: Are there fluid level indicators?		
Does the facility have a Spill Response Plan, and is it clearly posted or available onsite?		
Does the facility store fuel or other liquid chemical in tanks with a capacity of 10,000 gallons or greater?		
If yes, does the facility have a Spill Prevention, Containment and Countermeasure Plan (SPCC) and has that plan been provided to the NOAB's Environmental Engineer?		
Are there any apparent leaks at storage tanks or piping systems such as pipes, pumps, flanges, couplings, or valves?		
Are fueling operations conducted on impervious surfaces, contained pad, or under a roof or canopy?		
Are drip pans used during fueling operations?		
Do all fueling hosed have check valves to reduce the risk of spills?		
Are spill kits made available on all fuel trucks, at fueling stations and at hanger locations (if applicable)?		
Are bollards installed at fuel pumps to prevent collisions from vehicles?		
Does the facility have an oil/ water separator?		
If yes, does the effluent discharge into the City of Kenner's sanitary sewer system?		
Are all portable drums or containers stored either indoors, or within an area which provides secondary containment?		

Inspection Items	Yes	No
Comments:		
Signature:	Date:	

Deficiencies Noted:

Corrective Actions:
Signature: Date:

Name: Diane Buckley Ext.: 303-7600

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO THE COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Ordinance granting a lease agreement with Aero New Orleans II, LLC.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Executive Assistant for Intergovernmental Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

COUNCILMEMBERS PRESENT: _____ ABSENT: _____

AMENDMENTS: FINAL ADOPTION:

MOVED:
2, u:
YEAS:
NAYS:
ABSENT:
RECUSED:

6. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3(R)

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE MOTION

AERO NEW ORLEANS II, LLC to lease Buildings 1, 2, 3, 4, 4a, & 5 located on the southside of the Airport, which will be for the purpose of operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment. The lease term is three (3) years with two (2) additional one-year periods (expiring November 30, 2030 subject to a Motion to authorize the President of the City Council of the City of New Orleans to sign Amendment No. 6 to a previously executed Professional Services Agreement between the City of New Orleans Project Delivery Unit and Smith, Parrish & Atkins Resource Consultants, LLC to continue archeological monitoring services for infrastructure

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and AERO NEW ORLEANS II, LLC

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring November 30, 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,253

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026 in accordance with Sections 3-116, 4-206(1)(f), and 6-102 of the Home Rule Charter of the City of New Orleans; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the following is an Operating Budget of Revenues for the Year 2026:

GENERAL FUND – FUND 1000

Taxes

Beer and Wine Tax	367,673
Chain Store Tax	159,550
Documentary Transaction Tax	3,352,758
Fairground Slot Machine 4% Tax	1,322,319
Hotel / Motel Tax	25,568,286
Motor Vehicle Tax	15,203,710
Off Track Betting/Racing Tax	599,660
Parking Tax	4,827,157
Parkway Millage	8,236,830
Interest and Penalties	3,500,000

15	Police and Fire Dedicated Property	94,061,983
16	Real / Personal Property – Current Year	65,295,659
17	Real / Personal Property - Prior Year	720,000
18	Recreation Development Commission Millage	8,858,477
19	Sales Tax	238,913,704
20	Utility Tax	15,769,803
21	Total Taxes	486,757,569
22	**Licenses and Permits**	
23	Alcoholic Beverage	1,034,355
24	Building Permits	7,345,896
25	Cable TV Franchise	3,825,104
26	Entergy Franchise	31,434,000
27	Mayoralty Permits	426,426
28	Miscellaneous Franchise	1,444,323
29	Motor Vehicle Permits	1,253,429
30	Occupational Licenses	10,912,893
31	Safety, Electrical, and Mechanical	1,674,673
32	Street and Curbs	558,409
33	Taxi/Tour Licenses	6,217,037
34	Other Licenses and Permits	9,535,231
35	Total Licenses and Permits	75,661,776
36	**Intergovernmental Revenue**	
37	Harrah's Rent	13,500,000

38	Parish Transportation Fund: Roads	2,077,186
39	Parish Transportation Fund: Transit	1,925,918
40	State Aid – Other	3,144,438
41	State Aid – Video Poker	1,844,229
42	State Revenue Sharing	2,006,929
43	Total Intergovernmental Revenue	24,498,700
44	**Service Charges**	
45	General Government	24,889,925
46	Indirect Costs	1,473,739
47	Parks and Parkways	4,005
48	Public Safety	30,969,460
49	State Aid Other	32,180
50	Sanitation	37,675,205
51	Streets Other	1,698,778
52	Streets Parking Meters	5,697,171
53	Total Service Charges	102,440,463
54	**Fines and Forfeits**	
55	Impounded/Abandoned Vehicles	70,646
56	Municipal/Traffic Court	1,298,089
57	Parking Ticket Collections	4,820,121
58	Red Light Signal/Camera Enforcement	5,594,178
59	Other Fines and Forfeits	56,083
60	Total Fines and Forfeitures	11,839,117

Miscellaneous Reimbursement		
Contributions and Other		3,136,005
Interest - Operating and Capital Fund		13,110,115
Miscellaneous Revenue		6,157,761
Rents and Royalties		1,886,929
Total Miscellaneous Reimbursement		24,290,810
Other Financing Sources		
Transfer from Other Funds		78,129
Total Other Financing Sources		78,129
TOTAL GENERAL FUND		**725,566,564**

SECTION 2. COMMUNITY DEVELOPMENT FUNDS

HOUSING AND URBAN DEVELOPMENT – FUND 4110	
Intergovernmental Revenue	
Federal Grants, Community and Regional Development	89,038,364
TOTAL HOUSING AND URBAN DEVELOPMENT	**89,038,364**

SECTION 3. MAYORAL FELLOWS PROGRAM

MAYORAL FELLOWS PROGRAM – FUND 5114	
Miscellaneous Revenue	
Wisner Land Trust Proceeds	126,606
TOTAL MAYORAL FELLOWS PROGRAM	**126,606**

SECTION 4. LIBRARY FUNDS

LIBRARY FUNDS – FUND 1190	
Library Dedicated Property Tax	22,000,000

Library Fines and Fees	200,000
Library Fund Balance	12,000,000
TOTAL LIBRARY FUNDS	**$34,200,000**

SECTION 5. GRANT FUNDS

LLE GRANT

LOUSIANA COMMISSION ON LAW ENFORCEMENT – FUND 4411

Total Louisiana Commission on Law Enforcement	141,293
TOTAL LLE GRANT	**141,293**

FEDERAL GRANTS

FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115

Total Federal Department of Emergency	91,596,335

ENVIRONMENTAL PROTECTION AGENCY – FUND 4132

Total Environmental Protection Agency	31,413,294

FEDERAL DEPARTMENT OF HOMELAND SECURITY – FUND 4136

Total Federal Department of Homeland Security	4,475,962

FEDERAL DEPARTMENT OF ENERGY – FUND 4140

Total Federal Department of Energy	381,470

FEDERAL DEPARTMENT OF AGRICULTURE – FUND 4143

Total Federal Department of Agriculture	398,500

FEDERAL DEPARTMENT OF COMMERCE – FUND 4144

Total Federal Department of Commerce	1,378,606

FEDERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES – FUND 4145

Total Federal Department of Health and Human Services	29,895,878

FEDERAL DEPARTMENT OF JUSTICE – FUND 4147		
Total Federal Department of Justice		7,575,138
FEDERAL DEPARTMENT OF TRANSPORTATION – 4149		
Total Federal Department of Transportation		751,631
FEDERAL TREASURY DEPARTMENT – FUND 4150		
Total Treasury Department		102,563,612
DELTA REGIONAL AUTHORITY – FUND 4416		
Total Delta Regional Authority		110,000
TOTAL FEDERAL GRANTS		**270,540,426**
STATE AND LOCAL FOUNDATION GRANTS		
STATE DEPARTMENT OF LABOR – FUND 4130		
Total State Department of Labor		13,848,958
LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT – FUND 4401		
Total Louisiana Office of Community Development		33,280,854
LOUISIANA DEPARTMENT OF ADMINISTRATION – FUND 4404		
Total Louisiana Department of Administration		8,581,838
LOUISIANA DEPARTMENT OF HEALTH AND HUMAN SERVICES – FUND 4405		
Total Louisiana Dept. of Health and Human Services		920,456
LOUISIANA HIGHWAY SAFETY COMMISSION – FUND 4408		
Total Louisiana Highway Safety Commission		499,284
LOUISIANA DEPT. OF CULTURE RECREATION AND TOURISM – FUND 4409		
Total Louisiana Department of Culture Recreation and Tourism		10,000
LOUISIANA MILITARY DEPARTMENT – FUND 4412		

Total Louisiana Military Department		151,918
CONSUMER PRODUCT SAFETY COMMISSION – FUND 4421		
Total Consumer Product Safety Commission		407,265
PRIVATE GRANTS – FUND 4900		
Total Private Grants		774,327
TOTAL STATE AND LOCAL FOUNDATION GRANTS		**58,474,900**
TOTAL GRANT FUNDS		**$329,015,326**

SECTION 6. INTERGOVERNMENTAL FUNDS

INTERGOVERNMENTAL REVENUE – FUND 6699	
Total Intergovernmental Revenue	250,000,000
CNO DEBT SERVICE – FUND 6900	
Total CNO Debt Service	24,000,000
TOTAL INTERGOVERNMENTAL FUNDS	**274,000,000**

SECTION 7. SPECIAL REVENUES AND TRUST FUNDS

JOE BARTHOLOMEW GOLF COURSE – FUND 1143	
Total Joe Bartholomew Golf Course	1,204,659
NEW ORLEANS RECREATION – FUND 1144	
Total New Orleans Recreation	1,588,429
OFFICE OF POLICE SECONDARY EMPLOYMENT – FUND 1145	
Total Office of Police Secondary Employment	15,803,083
ON BEHALF PAYMENTS – FUND 1150	
Total On Behalf Payments	10,700,000
TERMITE CONTROL – FUND 1155	

11	Total Termite Control	1,332,563
12	**NEW ORLEANS WAR ON DRUGS – FUND 1172**	
13	Total New Orleans War on Drugs	7,983
14	**SANITATION RECYCLYING – FUND 1180**	
15	Total Sanitation Recycling	45,000
16	**STATE ACT FUNDING – FUND 1184**	
17	Total State Act Funding	1,375,000
18	**ASSET SEIZURE – FUND 5103**	
19	Total Asset Seizure	1,011,000
20	**CAPITAL IMPROVEMENT AND INFRASTRUCTURE FUND – FUND 5104**	
21	Total Capital Improvement and Infrastructure Fund	81,306
22	**CORONERS OPERATIONAL – FUND 5105**	
23	Total Coroners Operational	145,000
24	**ENVIRONMENTAL IMPROVEMENT– FUND 5108**	
25	Total Environmental Improvement	691,307
26	**HOUSING AND ENVIRONMENT IMPROVEMENT – FUND 5110**	
27	Total Housing and Environment Improvement	10,764,478
28	**INDIGENT DEFENDER – FUND 5112**	
29	Total Indigent Defender	1,000,000
30	**MAYOR'S OFFICE OF TOURISM AND ARTS – FUND 5115**	
31	Total Mayor's Office of Tourism and Arts	291,679
32	**MISCELLANEOUS DONATIONS – FUND 5116**	
33	Total Miscellaneous Donations	179,760

MUSIC AND ENTERTAINMENT COMMISSION – FUND 5117		
Total Music and Entertainment Commission		310,000
NEW ORLEANS FILM COMMISSION TRUST – FUND 5118		
Total N.O. Film Commission Trust		152,500
NEIGHBORHOOD HOUSING IMPROVEMENT – FUND 5121		
Total Neighborhood Housing Improvement		1,208,863
ECONOMIC DEVELOPMENT FUND – FUND 5122		
Total Economic Development Fund		106,090
PLANT A TREE CAMPAIGN – FUND 5123		
Total Plant A Tree Campaign		400,000
SEX OFFENDER PROPRIETARY – FUND 5124		
Total Sex Offender Proprietary		110,000
UTILITIES FUND – FUND 5126		
Total Utilities Fund		423,000
ROAD PAVING AND RESTORATION – FUND 5127		
Total Road Paving and Restoration		423,399
FRENCH QUARTER DEVELOPMENT DISTRICT – FUND 5128		
Total French Quarter Development District		3,414,097
AD VALOREM PROPERTY TAX ENFORCEMENT – FUND 5129		
Total Ad Valorem Property Tax Enforcement		166,321
INTEGRATED GREEN INFRASTRUCTURE PROJECTS – FUND 5135		
Total Integrated Green Infrastructure Projects		2,394,000
ENTERGY PENALTY SETTLEMENT – FUND 5137		

57	Total Entergy Penalty Settlement	2,827,000
58	**GALLIER HALL MAINTENANCE – FUND 5138**	
59	Total Gallier Hall Maintenance	850,000
60	**JUDGMENT FUND – FUND 5139**	
61	Total Judgment Fund	2,000,000
62	**INFRASTRUCTURE MAINTENANCE FUND – FUND 5140**	
63	Total Infrastructure Maintenance Fund	28,629,189
64	**INTERIM SHORT TERM RENTAL FUND – FUND 5141**	
65	Total Interim Short Term Rental Fund	10,334,738
66	**CITY CEMETERY REPAIR AND MAINTENANCE FUND – FUND 5142**	
67	Total City Cemetery Maintenance and Repair Fund	550,000
68	**VICTIM'S BILL OF RIGHTS FUND – FUND 5148**	
69	Total Victim's Bill of Rights Fund	240,000
70	**EARLY CHILDHOOD EDUCATION – FUND 5150**	
71	Total Early Childhood Education	21,500,000
72	**LA OPIOID ABATEMENT TASK FORCE FUND – FUND 5153**	
73	Total LA Opioid Abatement Task Force Fund	2,809,745
74	**NEW ORLEANS HOUSING TRUST FUND – FUND 5155**	
75	Total New Orleans Housing Trust Fund	14,500,000
76	**LAFAYETTE CEMETERY NUMBER ONE TRUST – FUND 5305**	
77	Total Lafayette Cemetery Number One Trust	1,108
78	**MAHALIA ZIMMERMAN TRUST – FUND 5306**	
79	Total Mahalia Zimmerman Trust	558

80	**PLYGO COMMUNITY SERVICE COMMISSION TRUST – FUND 5309**	
81	Total Plygo Community Service Commission Trust	1,023
82	**LAFAYETTE CEMETARY NUMBER ONE TRUST PROCEEDS – FUND 5405**	
83	Total Lafayette Cemetery Number One Trust Proceeds	21,432
84	**MAHALIA ZIMMERMAN TRUST PROCEEDS – FUND 5406**	
85	Total Mahalia Zimmerman Trust Proceeds	2,950
86	**NEW ORLEANS RECREATION DEVELOPMENT COMMISSION TRUST – FUND 5410**	
87	Total New Orleans Recreation Development Commission Trust	51,929
88	**ELLA WEST FREEMAN FOUNDATION – FUND 5411**	
89	Total Ella West Freeman Foundation	8,738
90	**JOHN MCDONOUGH TRUST PROCEEDS – FUND 5412**	
91	Total John McDonough Trust Proceeds	7,910
92	**KIWANIS CLUB SPRINKLER SYSTEM PROCEEDS – FUND 5413**	
93	Total Kiwanis Club Sprinkler System Proceeds	11
94	**VIEUX CARRE RESIDENTIAL EXP TRUST – FUND 5416**	
95	Total Vieux Carre Residential Exp Trust	1,245
96	**PUBLIC LIBRARY DONATIONS TRUST – FUND 5418**	
97	Total Public Library Donations Trust	500,000

98	**SIMON V. SICKLES LEGACY FUND – FUND 5419**	
99	Total Simon V. Sickles Legacy Fund	140,000
100	**TOTAL SPECIAL REVENUES AND TRUST FUNDS**	**$140,329,083**
101	**CONSOLIDATED TOTAL, ALL GOVERNMENTAL FUNDS**	**$1,592,417,236**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

1994

Calendar No. 35,253

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance providing an Operating Budget of Revenues for the City of New Orleans for the year 2026 in accordance with Section 3-116, 4-206(1)(f), and 6-102 of the City's Home Rule Charter.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.30 11:27:45 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.30 16:43:11 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY
TO ACCOMPANY ORDINANCES
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This ordinance provides for an Operating Budget of Revenues for the City of New Orleans for the year 2026 in accordance with sections 3-116, 4-206(1)(f), and 6-102 of the City's Home Rule Charter.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans and OPCD

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the Contract:

The public purpose and need for the contract:

The duration of the contract:

The duration of the contract is 5 years.

LEGISLATIVE SUMMARY

If the ordinance is to effectuate an amendment to the Code of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the City Code being proposed for amendment:

The general content/requirements of the existing City Code provision(s):

How the proposed ordinance will alter the existing City Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,254

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026 in accordance with Sections 3-115, 4-206(1)(f), and 6-102(3) of the Home Rule Charter of the City of New Orleans; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the following is an Operating Budget of Expenditures for the Year 2026:

GENERAL FUND – FUND 1000

THE COUNCIL		
100-PERSONAL SERVICES	9,922,255	
200-OTHER OPERATING	4,540,558	
TOTAL		14,462,813
THE MAYOR		
100-PERSONAL SERVICES	15,178,904	
200-OTHER OPERATING	9,224,154	
TOTAL		24,403,058
CHIEF ADMINISTRATIVE OFFICE		
100-PERSONAL SERVICES	14,253,374	
200-OTHER OPERATING	35,627,166	

15	TOTAL		49,880,540
16	DEPARTMENT OF LAW		
17	100-PERSONAL SERVICES	4,441,907	
18	200-OTHER OPERATING	2,227,463	
19	TOTAL		6,669,370
20	DEPARTMENT OF FIRE		
21	100-PERSONAL SERVICES	133,280,568	
22	200-OTHER OPERATING	2,045,502	
23	TOTAL		135,326,070
24	DEPARTMENT OF SAFETY AND PERMITS		
25	100-PERSONAL SERVICES	5,379,293	
26	200-OTHER OPERATING	43,620	
27	TOTAL		5,422,913
28	DEPARTMENT OF POLICE		
29	100-PERSONAL SERVICES	157,343,131	
30	200-OTHER OPERATING	8,931,935	
31	TOTAL		166,275,066
32	DEPARTMENT OF SANITATION		
33	100-PERSONAL SERVICES	4,708,719	
34	200-OTHER OPERATING	47,742,448	
35	TOTAL		52,451,167
36	DEPARTMENT OF HEALTH		
37	100-PERSONAL SERVICES	18,079,890	

38	200-OTHER OPERATING	10,159,615	
39	TOTAL		28,239,505
40	DEPARTMENT OF HUMAN SERVICES		
41	100-PERSONAL SERVICES	4,922,266	
42	200-OTHER OPERATING	2,414,936	
43	TOTAL		7,337,202
44	DEPARTMENT OF FINANCE		
45	100-PERSONAL SERVICES	9,394,152	
46	200-OTHER OPERATING	9,409,329	
47	TOTAL		18,803,481
48	DEPARTMENT OF PROPERTY MANAGEMENT		
49	100-PERSONAL SERVICES	6,304,361	
50	200-OTHER OPERATING	7,486,009	
51	TOTAL		13,790,370
52	DEPARTMENT OF CIVIL SERVICE		
53	100-PERSONAL SERVICES	2,532,937	
54	200-OTHER OPERATING	509,364	
55	TOTAL		3,042,301
56	DEPARTMENT OF PUBLIC WORKS		
57	100-PERSONAL SERVICES	11,018,795	
58	200-OTHER OPERATING	12,251,567	
59	TOTAL		23,270,362
60	DEPARTMENT OF PARKS AND PARKWAYS		

61	100-PERSONAL SERVICES	9,353,928		
62	200-OTHER OPERATING	2,383,315		
63	TOTAL		11,737,243	
64	HISTORIC DISTRICT LANDMARKS COMMISSION			
65	100-PERSONAL SERVICES	1,171,457		
66	200-OTHER OPERATING	24,696		
67	TOTAL		1,196,153	
68	MOSQUITO, TERMITE, AND RODENT CONTROL BOARD			
69	100-PERSONAL SERVICES	2,765,198		
70	200-OTHER OPERATING	225,627		
71	TOTAL		2,990,825	
72	SUBTOTAL			**565,298,439**
73	**UNATTACHED BOARDS AND COMMISSIONS**			
74	VIEUX CARRÉ COMMISSION			
75	100-PERSONAL SERVICES	603,804		
76	200-OTHER OPERATING	12,250		
77	TOTAL		616,054	
78	CITY PLANNING COMMISSION			
79	100-PERSONAL SERVICES	2,097,040		
80	200-OTHER OPERATING	42,980		
81	TOTAL		2,140,020	
82	**UNATTACHED BOARDS AND COMMISSIONS TOTAL**			**2,756,074**
83	**MISCELLANEOUS PROGRAMS**			

84	ECONOMIC DEVELOPMENT FUND			
85	200-OTHER OPERATING	143,500		
86	TOTAL		143,500	
87	NEW ORLEANS MUSEUM OF ART			
88	200-OTHER OPERATING	198,696		
89	TOTAL		198,696	
90	MISCELLANEOUS PROGRAMS			
91	100-PERSONAL SERVICES	18,028,592		
92	200-OTHER OPERATING	37,345,998		
93	TOTAL		55,374,590	
94	**MISCELLANEOUS PROGRAMS TOTAL**			**55,716,786**
95	OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT			
96	100-PERSONAL SERVICES			
97	200-OTHER OPERATING	1,302,653		
98	TOTAL		1,302,653	
99	WORKFORCE INVESTMENT			
100	200-OTHER OPERATING	500,000		
101	TOTAL		500,000	
102	**INDEPENDENT GENERAL SERVICES**			
103	OFFICE OF INSPECTOR GENERAL			
104	100-PERSONAL SERVICES	3,455,061		
105	200-OTHER OPERATING	535,555		
106	TOTAL		3,990,616	

107	ETHICS REVIEW BOARD		
108	100-PERSONAL SERVICES	199,034	
109	200-OTHER OPERATING	91,192	
110	TOTAL		290,226
111	OFFICE OF INDEPENDENT POLICE MONITOR		
112	100-PERSONAL SERVICES	974,243	
113	200-OTHER OPERATING	186,663	
114	TOTAL		1,160,906
115	**INDEPENDENT GENERAL SERVICES TOTAL**		**5,441,748**
116	**JUDICIAL AND PAROCHIAL**		
117	DISTRICT ATTORNEY'S OFFICE		
118	200-OTHER OPERATING	8,442,973	
119	TOTAL		8,442,973
120	CORONER'S OFFICE		
121	100-PERSONAL SERVICES	2,594,674	
122	200-OTHER OPERATING	682,186	
123	TOTAL		3,276,860
124	JUVENILE COURT		
125	100-PERSONAL SERVICES	1,885,406	
126	200-OTHER OPERATING	786,114	
127	TOTAL		2,671,520
128	MUNICIPAL AND TRAFFIC COURT		
129	100-PERSONAL SERVICES	5,490,559	

130	TOTAL		5,490,559
131	CRIMINAL DISTRICT COURT		
132	200-OTHER OPERATING	6,177,967	
133	TOTAL		6,177,967
134	CRIMINAL SHERIFF		
135	200-OTHER OPERATING	51,672,187	
136	TOTAL		51,672,187
137	CLERK OF CRIMINAL DISTRICT COURT		
138	100-PERSONAL SERVICES	3,828,384	
139	200-OTHER OPERATING	184,346	
140	TOTAL		4,012,730
141	ORLEANS PARISH COMMUNICATIONS DISTRICT		
142	200-OTHER OPERATING	12,710,329	
143	TOTAL		12,710,329
144	REGISTRAR OF VOTERS		
145	200-OTHER OPERATING	337,267	
146	TOTAL		337,267
147	JUDICIAL RETIREMENT		
148	100-PERSONAL SERVICES	298,472	
149	TOTAL		298,472
150	**JUDICIAL AND PAROCHIAL TOTAL**		**94,550,864**
151	**GENERAL FUND DIRECT OPERATING BUDGET TOTAL**		**725,566,564**
152	**HOUSING AND URBAN DEVELOPMENT – FUND 4110**		

153	OFFICE OF THE MAYOR		
154	100-PERSONAL SERVICES	1,497,278	
155	TOTAL		1,497,278
156	DEPARTMENT OF CODE ENFORCEMENT		
157	100-PERSONAL SERVICES	908,226	
158	TOTAL		908,226
159	MISCELLANEOUS		
160	100-PERSONAL SERVICES	743,587	
161	200-OTHER OPERATING	652,444	
162	TOTAL		1,396,031
163	OFFICE OF COMMUNITY DEVELOPMENT		
164	100-PERSONAL SERVICES	3,779,229	
165	200-OTHER OPERATING	81,457,600	
166	TOTAL		85,236,829
167	**TOTAL HOUSING AND URBAN DEVELOPMENT**		**89,038,364**
168	**LOUISIANA COMMISSION ON LAW ENFORCEMENT – FUND 4411**		
169	OFFICE OF THE MAYOR		
170	200-OTHER OPERATING	50,000	
171	TOTAL		50,000
172	POLICE DEPARTMENT		
173	100-PERSONAL SERVICES	58,133	
174	200-OTHER OPERATING	33,160	
175	TOTAL		91,293

176	**TOTAL LOUISIANA COMMISSION ON LAW ENFORCEMENT**			**141,293**
177	**NEIGHBORHOOD HOUSING IMPROVEMENT – FUND 5121**			
178	SAFETY AND PERMITS			
179	100-PERSONAL SERVICES	117,156		
180	TOTAL		117,156	
181	NEIGHBORHOOD HOUSING IMPROVEMENT			
182	100-PERSONAL SERVICES	57,950		
183	200-OTHER OPERATING	1,033,757		
184	TOTAL		1,091,707	
185	**TOTAL NEIGHBORHOOD HOUSING IMPROVEMENT**			**1,208,863**
186	**NEW ORLEANS ECONOMIC DEVELOPMENT – FUND 5122**			
187	ECONOMIC DEVELOPMENT			
188	100-PERSONAL SERVICES	106,090		
189	TOTAL		106,090	
190	**TOTAL NEW ORLEANS ECONOMIC DEVELOPMENT**			**106,090**
191	**LIBRARY – FUND 1190**			
192	LIBRARY			
193	100-PERSONAL SERVICES	17,072,742		
194	200-OTHER OPERATING	17,127,258		
195	TOTAL		34,200,000	
196	**TOTAL LIBRARY**			**34,200,000**
197	**INTERGOVERNMENTAL REVENUE – FUND 6699**			
198	INTERGOVERNMENTAL			

199	600-GRANTS, CONTRIBUTIONS AND FUND TRANSFERS	250,000,000		
200	TOTAL		250,000,000	
201	**TOTAL INTERGOVERNMENTAL REVENUES**			**250,000,000**
202	**CNO DEBT SERVICE – FUND 6900**			
203	FINANCE DEPARTMENT			
204	600-DEBT SERVICE	24,000,000		
205	TOTAL		24,000,000	
206	**TOTAL CNO DEBT SERVICE**			**24,000,000**
207	**STATE AND LOCAL FOUNDATION GRANTS**			
208	**DEPARTMENT OF LABOR – FUND 4130**			
209	WORKFORCE INVESTMENT			
210	100-PERSONAL SERVICES	1,728,231		
211	200-OTHER OPERATING	12,120,727		
212	TOTAL		13,848,958	
213	**TOTAL DEPARTMENT OF LABOR**			**13,848,958**
214	**LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT – FUND 4401**			
215	OFFICE OF COMMUNITY DEVELOPMENT			
216	100-PERSONAL SERVICES	1,758,016		
217	200-OTHER OPERATING	31,522,838		
218	TOTAL		33,280,854	
219	**TOTAL LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT**			**33,280,854**
220	**LOUISIANA DEPARTMENT OF ADMINSTRATION – FUND 4404**			
221	CHIEF ADMINISTRATIVE OFFICE			

222	200-OTHER OPERATING	8,581,838		
223	TOTAL		8,581,838	
224	**TOTAL LOUISIANA DEPARTMENT OF ADMINISTRATION**			**8,581,838**
225	**LOUISIANA DEPARTMENT OF HEALTH AND HUMAN SERVICES – FUND 4405**			
226	HEALTH DEPARTMENT			
227	100-PERSONAL SERVICES	664,866		
228	200-OTHER OPERATING	255,590		
229	TOTAL		920,456	
230	**TOTAL DEPARTMENT OF HEALTH AND HUMAN SERVICES**			**920,456**
231	**LOUISIANA HIGHWAY SAFETY COMMISSION – FUND 4408**			
232	POLICE DEPARTMENT			
233	100-PERSONAL SERVICES	407,304		
234	TOTAL		407,304	
235	HEALTH DEPARTMENT			
236	100-PERSONAL SERVICES	83,933		
237	200-OTHER OPERATING	8,047		
238	TOTAL		91,980	
239	**TOTAL LOUISIANA HIGHWAY SAFETY COMMISSION**			**499,284**
240	**LOUISIANA DEPARTMENT OF CULTURE RECREATION AND TOURISM – FUND**			
241	**4409**			
242	POLICE DEPARTMENT			
243	200-OTHER OPERATING	10,000		
244	TOTAL		10,000	

TOTAL LOUISIANA DEPT. OF CULTURE RECREATION AND TOURISM				**10,000**
LOUISIANA MILITARY DEPARTMENT – FUND 4412				
MOSQUITO CONTROL BOARD				
100-PERSONAL SERVICES	33,918			
200-OTHER OPERATING	118,000			
TOTAL		151,918		
TOTAL LOUISIANA MILITARY DEPARTMENT				**151,918**
CONSUMER PRODUCT SAFETY COMMISSION – FUND 4421				
HEALTH DEPARTMENT				
100-PERSONAL SERVICES	152,699			
200-OTHER OPERATING	254,566			
TOTAL		407,265		
TOTAL CONSUMER PRODUCT SAFETY COMMISSION				**407,265**
PRIVATE GRANTS – FUND 4900				
HEALTH DEPARTMENT				
100-PERSONAL SERVICES	46,765			
200-OTHER OPERATING	695,550			
TOTAL		742,315		
WORKFORCE INVESTMENT				
200-OTHER OPERATING	32,012			
TOTAL		32,012		
TOTAL PRIVATE GRANTS		774,327		
TOTAL STATE AND LOCAL FOUNDATION GRANTS				**58,474,900**

268	**FEDERAL FUNDS**			
269	**FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115**			
270	OFFICE OF THE MAYOR			
271	100-PERSONAL SERVICES	11,823,937		
272	200-OTHER OPERATING	68,801,245		
273	TOTAL		80,625,182	
274	CHIEF ADMINISTRATIVE OFFICE			
275	100-PERSONAL SERVICES	1,936,409		
276	TOTAL		1,936,409	
277	FIRE DEPARTMENT			
278	100-PERSONAL SERVICES	2,926,919		
279	TOTAL		2,926,919	
280	HEALTH DEPARTMENT			
281	200-OTHER OPERATING	36,000		
282	TOTAL		36,000	
283	MISCELLANEOUS			
284	100-PERSONAL SERVICES	6,071,825		
285	TOTAL		6,071,825	
286	**TOTAL FEDERAL DEPARTMENT OF EMERGENCY**			**91,596,335**
287	**ENVIRONMENTAL PROTECTION AGENCY – FUND 4132**			
288	OFFICE OF THE MAYOR			
289	100-PERSONAL SERVICES	2,289,406		
290	200-OTHER OPERATING	28,660,185		

291	TOTAL		30,949,591	
292	DEPARTMENT OF PUBLIC WORKS			
293	200-OTHER OPERATING	84,460		
294	TOTAL		84,460	
295	CITY PLANNING COMMISSION			
296	100-PERSONAL SERVICES	177,978		
297	200-OTHER OPERATING	201,265		
298	TOTAL		379,243	
299	**TOTAL ENVIRONMENTAL PROTECTION AGENCY**			**31,413,294**
300	**FEDERAL DEPARTMENT OF HOMELAND SECURITY – FUND 4136**			
301	OFFICE OF THE MAYOR			
302	100-PERSONAL SERVICES	2,165,194		
303	200-OTHER OPERATING	2,236,764		
304	TOTAL		4,401,958	
305	HEALTH DEPARTMENT			
306	200-OTHER OPERATING	74,004		
307	TOTAL		74,004	
308	**TOTAL FEDERAL DEPARTMENT OF HOMELAND SECURITY**			**4,475,962**
309	**FEDERAL DEPARTMENT OF ENERGY – FUND 4140**			
310	OFFICE OF THE MAYOR			
311	200-OTHER OPERATING	381,470		
312	TOTAL		381,470	
313	**TOTAL FEDERAL DEPARTMENT OF ENERGY**			**381,470**

314	**FEDERAL DEPARTMENT OF AGRICULTURE – FUND 4143**			
315	OFFICE OF THE MAYOR			
316	200-OTHER OPERATING	398,500		
317	TOTAL		398,500	
318	**TOTAL FEDERAL DEPARTMENT OF AGRICULTURE**			**398,500**
319	**FEDERAL DEPARTMENT OF COMMERCE – FUND 4144**			
320	OFFICE OF THE MAYOR			
321	200-OTHER OPERATING	1,378,606		
322	TOTAL		1,378,606	
323	**TOTAL FEDERAL DEPARTMENT OF COMMERCE**			**1,378,606**
324	**FEDERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES – FUND 4145**			
325	HEALTH DEPARTMENT			
326	100-PERSONAL SERVICES	6,425,423		
327	200-OTHER OPERATING	20,933,604		
328	TOTAL		27,359,027	
329	MOSQUITO CONTROL BOARD			
330	100-PERSONAL SERVICES	336,223		
331	200-OTHER OPERATING	2,200,628		
332	TOTAL		2,536,851	
333	**TOTAL DEPARTMENT OF HEALTH AND HUMAN SERVICES**			**29,895,878**
334	**FEDERAL DEPARTMENT OF JUSTICE – FUND 4147**			
335	OFFICE OF THE MAYOR			
336	100-PERSONAL SERVICES	206,753		

337	200-OTHER OPERATING	3,553,000		
338	TOTAL		3,759,753	
339	POLICE DEPARTMENT			
340	100-PERSONAL SERVICES	1,042,588		
341	200-OTHER OPERATING	581,345		
342	TOTAL		1,623,933	
343	HEALTH DEPARTMENT			
344	100-PERSONAL SERVICES	373,206		
345	200-OTHER OPERATING	1,818,246		
346	TOTAL		2,191,452	
347	**TOTAL FEDERAL DEPARTMENT OF JUSTICE**			**7,575,138**
348	**FEDERAL DEPARTMENT OF TRANSPORTATION – FUND 4149**			
349	OFFICE OF THE MAYOR			
350	200-OTHER OPERATING	751,631		
351	TOTAL		751,631	
352	**TOTAL FEDERAL DEPARTMENT OF TRANSPORTATION**			**751,631**
353	**FEDERAL TREASURY DEPARTMENT – FUND 4150**			
354	OFFICE OF THE MAYOR			
355	100-PERSONAL SERVICES	746,094		
356	200-OTHER OPERATING	11,601,333		
357	TOTAL		12,347,427	
358	CHIEF ADMINISTRATIVE OFFICE			
359	100-PERSONAL SERVICES	3,188,535		

360	200-OTHER OPERATING	42,239,440	
361	TOTAL		45,427,975
362	DEPARTMENT OF CODE ENFORCEMENT		
363	100-PERSONAL SERVICES	68,445	
364	TOTAL		68,445
365	POLICE DEPARTMENT		
366	100-PERSONAL SERVICES	7,139,387	
367	200-OTHER OPERATING	2,963,809	
368	TOTAL		10,103,196
369	HEALTH DEPARTMENT		
370	200-OTHER OPERATING	14,014,988	
371	TOTAL		14,014,988
372	DEPARTMENT OF FINANCE		
373	200-OTHER OPERATING	1,191,822	
374	TOTAL		1,191,822
375	DEPARTMENT OF PUBLIC WORKS		
376	200-OTHER OPERATING	6,947,803	
377	TOTAL		6,947,803
378	DEPARTMENT OF PARKS AND PARKWAYS		
379	200-OTHER OPERATING	2,500,000	
380	TOTAL		2,500,000
381	WORKFORCE INVESTMENT		
382	200-OTHER OPERATING	9,961,956	

TOTAL			9,961,956	
TOTAL FEDERAL TREASURY DEPARTMENT				**102,563,612**
DELTA REGIONAL AUTHORITY – FUND 4416				
WORKFORCE INVESTMENT				
100-PERSONAL SERVICES	90,000			
200-OTHER OPERATING	20,000			
TOTAL		110,000		
TOTAL DELTA REGIONAL AUTHORITY				**110,000**
TOTAL FEDERAL FUNDS				**270,540,426**
SPECIAL REVENUES AND TRUST FUNDS				
JOE BARTHOLOMEW GOLF COURSE – FUND 1143				
PARKS AND PARKWAYS				
100-PERSONAL SERVICES	476,631			
200-OTHER OPERATING	728,028			
TOTAL		1,204,659		
TOTAL JOE BARTHOLOMEW GOLF COURSE				**1,204,529**
NEW ORLEANS RECREATION – FUND 1144				
MISCELLANEOUS				
200-OTHER OPERATING	1,588,429			
TOTAL		1,588,429		
TOTAL NEW ORLEANS RECREATION				**1,588,429**
OFFICE OF POLICE SECONDARY EMPLOYMENT – FUND 1145				
OFFICE OF POLICE SECONDARY EMPLOYMENT				

406	100-PERSONAL SERVICES	12,760,864		
407	200-OTHER OPERATING	3,042,219		
408	TOTAL		15,803,083	
409	**TOTAL OFFICE OF POLICE SECONDARY EMPLOYMENT**			**15,803,083**
410	**ON BEHALF PAYMENTS – FUND 1150**			
411	FIRE DEPARTMENT			
412	100-PERSONAL SERVICES	4,000,000		
413	TOTAL		4,000,000	
414	POLICE DEPARTMENT			
415	100-PERSONAL SERVICES	6,700,000		
416	TOTAL		6,700,000	
417	**TOTAL ON BEHALF PAYMENTS**			**10,700,000**
418	**TERMITE CONTROL – FUND 1155**			
419	MOSQUITO CONTROL BOARD			
420	100-PERSONAL SERVICES	165,113		
421	200-OTHER OPERATING	1,167,450		
422	TOTAL		1,332,563	
423	**TOTAL TERMITE CONTROL**			**1,332,563**
424	**NEW ORLEANS WAR ON DRUGS – FUND 1172**			
425	POLICE DEPARTMENT			
426	100-PERSONAL SERVICES	7,983		
427	TOTAL		7,983	
428	**TOTAL NEW ORLEANS WAR ON DRUGS**			**7,983**

429	**SANITATION RECYCLING – FUND 1180**			
430	200-OTHER OPERATING	45,000		
431	TOTAL		45,000	
432	**TOTAL SANITATION RECYCLING**			**45,000**
433	**STATE ACT FUNDING – FUND 1184**			
434	OFFICE OF THE MAYOR			
435	200-OTHER OPERATING	250,000		
436	TOTAL		250,000	
437	POLICE DEPARTMENT			
438	200-OTHER OPERATING	25,000		
439	TOTAL		25,000	
440	MISCELLANEOUS			
441	200- OTHER OPERATING	1,100,000		
442	TOTAL		1,100,000	
443	**TOTAL STATE ACT FUNDING**			**1,375,000**
444	**ASSET SEIZURE – FUND 5103**			
445	POLICE DEPARTMENT			
446	200-OTHER OPERATING	1,011,000		
447	TOTAL		1,011,000	
448	**TOTAL ASSET SEIZURE**			**1,011,000**
449	**CAPITAL IMPROVEMENT AND INFRASTRUCTURE – FUND 5104**			
450	FINANCE DEPARTMENT			
451	100-PERSONAL SERVICES	81,306		

TOTAL			81,306	
TOTAL CAPITAL IMPROVEMENT AND INFRASTRUCTURE				**81,306**
CORONER'S OPERATIONAL – FUND 5105				
CORONER'S OFFICE				
200-OTHER OPERATING		145,000		
TOTAL			145,000	
TOTAL CORONER'S OPERATIONAL				**145,000**
ENVIRONMENTAL IMPROVEMENT – FUND 5108				
OFFICE OF THE MAYOR				
100-PERSONAL SERVICES		82,197		
TOTAL			82,197	
DEPARTMENT OF CODE ENFORCEMENT				
200- OTHER OPERATING		450,000		
TOTAL			450,000	
HEALTH DEPARTMENT				
100-PERSONAL SERVICES		159,110		
TOTAL			159,110	
TOTAL ENVIRONMENTAL IMPROVEMENT				**691,307**
HOUSING AND ENVIRONMENTAL IMPROVEMENT – FUND 5110				
OFFICE OF THE MAYOR				
100-PERSONAL SERVICES		260,202		
200-OTHER OPERATING		128,700		
TOTAL			388,902	

475	CHIEF ADMINISTRATIVE OFFICE			
476	100-PERSONAL SERVICES	456,114		
477	200-OTHER OPERATING	1,110,000		
478	TOTAL		1,566,114	
479	LAW DEPARTMENT			
480	100-PERSONAL SERVICES	850,421		
481	TOTAL		850,421	
482	DEPARTMENT OF CODE ENFORCEMENT			
483	100-PERSONAL SERVICES	2,627,224		
484	200-OTHER OPERATING	5,331,817		
485	TOTAL		7,959,041	
486	**TOTAL HOUSING AND ENVIRONMENTAL IMPROVEMENT**			**10,764,478**
487	**INDIGENT DEFENDER – FUND 5112**			
488	CHIEF ADMINISTRATIVE OFFICE			
489	200-OTHER OPERATING	1,000,000		
490	TOTAL		1,000,000	
491	**TOTAL INDIGENT DEFENDER**			**1,000,000**
492	**MAYORAL FELLOWS PROGRAM – FUND 5114**			
493	MISCELLANEOUS			
494	200-OTHER OPERATING	126,606		
495	TOTAL		126,606	
496	**TOTAL MAYORAL FELLOWS PROGRAM**			**126,606**
497	**MAYOR'S OFFICE OF TOURISM AND ARTS – FUND 5115**			

498	OFFICE OF THE MAYOR			
499	100-PERSONAL SERVICES	130,179		
500	200-OTHER OPERATING	161,500		
501	TOTAL		291,679	
502	**TOTAL MAYOR'S OFFICE OF TOURISM AND ARTS**			**291,679**
503	**MISCELLANEOUS DONATIONS – FUND 5116**			
504	OFFICE OF THE MAYOR			
505	200-OTHER OPERATING	100,000		
506	TOTAL		100,000	
507	HEALTH DEPARTMENT			
508	100-PERSONAL SERVICES	14,760		
509	200-OTHER OPERATING	65,000		
510	TOTAL		79,760	
511	**TOTAL MISCELLANEOUS DONATIONS**			**179,760**
512	**MUSIC AND ENTERTAINMENT – FUND 5117**			
513	OFFICE OF THE MAYOR			
514	200-OTHER OPERATING	310,000		
515	TOTAL		310,000	
516	**TOTAL MUSIC AND ENTERTAINMENT**			**310,000**
517	**NEW ORLEANS FILM – FUND 5118**			
518	OFFICE OF THE MAYOR			
519	200-OTHER OPERATING	152,500		
520	TOTAL		152,500	

521	**TOTAL NEW ORLEANS FILM**			**152,500**
522	**PLANT-A-TREE CAMPAIGN – FUND 5123**			
523	PARKS AND PARKWAYS			
524	200-OTHER OPERATING	400,000		
525	TOTAL		400,000	
526	**TOTAL PLANT-A-TREE CAMPAIGN**			**400,000**
527	**SEX OFFENDER PROPRIETARY – FUND 5124**			
528	POLICE DEPARTMENT			
529	200-OTHER OPERATING	110,000		
530	TOTAL		110,000	
531	**TOTAL SEX OFFENDER PROPRIETARY**			**100,000**
532	**UTILITIES – FUND 5126**			
533	CITY COUNCIL			
534	200-OTHER OPERATING	423,000		
535	TOTAL		423,000	
536	**TOTAL UTILITIES**			**423,000**
537	**ROAD PAVING AND RESTORATION – FUND 5127**			
538	DEPARTMENT OF PUBLIC WORKS			
539	200-OTHER OPERATING	423,399		
540	TOTAL		423,399	
541	**TOTAL ROAD PAVING AND RESTORATION**			**423,399**
542	**FRENCH QUARTER DEVELOPMENT DISTRICT – FUND 5128**			
543	OFFICE OF THE MAYOR			

544	100-PERSONAL SERVICES	117,462		
545	TOTAL		117,462	
546	POLICE DEPARTMENT			
547	100-PERSONAL SERVICES	2,485,952		
548	200-OTHER OPERATING	14,450		
549	TOTAL		2,500,402	
550	SANITATION DEPARTMENT			
551	100-PERSONAL SERVICES	56,326		
552	200-OTHER OPERATING	25,674		
553	TOTAL		82,000	
554	MISCELLANEOUS			
555	200-OTHER OPERATING	714,233		
556	TOTAL		714,233	
557	**TOTAL FRENCH QUARTER DEVELOPMENT DISTRICT**			**3,414,097**
558	**AD VALOREM PROPERTY TAX ENFORCEMENT – FUND 5129**			
559	LAW DEPARTMENT			
560	100-PERSONAL SERVICES	166,321		
561	TOTAL		166,321	
562	**TOTAL AD VALOREM PROPERTY TAX ENFORCEMENT**			**166,321**
563	**INTEGRATED GREEN INFRASTRUCTURE PROJECTS – FUND 5135**			
564	PUBLIC WORKS			
565	200-OTHER OPERATING	2,394,000		
566	TOTAL		2,394,000	

TOTAL INTEGRATED GREEN INFRASTRUCTURE PROJECTS				**2,394,000**
ENTERGY PENALTY SETTLEMENT – FUND 5137				
CITY COUNCIL				
200-OTHER OPERATING	2,827,000			
TOTAL		2,827,000		
TOTAL ENTERGY PENALTY SETTLEMENT				**2,827,000**
GALLIER HALL MAINTENANCE – FUND 5138				
PROPERTY MANAGEMENT				
100-PERSONAL SERVICES	250,000			
200-OTHER OPERATING	600,000			
TOTAL		850,000		
TOTAL GALLIER HALL MAINTENANCE				**850,000**
JUDGMENT FUND – FUND 5139				
LAW DEPARTMENT				
200-OTHER OPERATING	2,000,000			
TOTAL		2,000,000		
TOTAL JUDGMENT FUND				**2,000,000**
INFRASTRUCTURE MAINTENANCE FUND – FUND 5140				
PUBLIC WORKS				
100-PERSONAL SERVICES	629,189			
TOTAL		629,189		
MISCELLANEOUS				
200-OTHER OPERATING	28,000,000			

590	TOTAL		28,000,000	
591	**TOTAL INFRASTRUCTURE MAINTENANCE FUND**			**28,629,189**
592	**INTERIM SHORT TERM RENTAL FUND – FUND 5141**			
593	OFFICE OF THE MAYOR			
594	200-OTHER OPERATING	4,000,000		
595	TOTAL		4,000,000	
596	CHIEF ADMINISTRATIVE OFFICE			
597	100-PERSONAL SERVICES	146,043		
598	200-OTHER OPERATING	1,250,000		
599	TOTAL		1,396,043	
600	DEPARTMENT OF CODE ENFORCEMENT			
601	100-PERSONAL SERVICES	668,169		
602	200-OTHER OPERATING	500,000		
603	TOTAL		1,168,169	
604	SAFETY AND PERMITS			
605	100-PERSONAL SERVICES	2,927,207		
606	200-OTHER OPERATING	396,840		
607	TOTAL		3,324,047	
608	CITY PLANNING COMMISSION			
609	100-PERSONAL SERVICES	311,469		
610	200-OTHER OPERATING	135,000		
611	TOTAL		446,469	
612	**TOTAL INTERIM SHORT TERM RENTAL FUND**			**10,334,728**

CITY CEMETERY REPAIR AND MAINTENANCE FUND – FUND 5142				
PROPERTY MANAGEMENT				
100-PERSONAL SERVICES	350,000			
200-OTHER OPERATING	200,000			
TOTAL		550,000		
TOTAL CITY CEMETERY REPAIR AND MAINTENANCE FUND				**550,000**
VICTIM'S BILL OF RIGHTS FUND – FUND 5148				
CHIEF ADMINISTRATIVE OFFICE				
200-OTHER OPERATING	240,000			
TOTAL		240,000		
TOTAL VICTIM'S BILL OF RIGHTS FUND				**240,000**
EARLY CHILDHOOD EDUCATION – FUND 5150				
OFFICE OF THE MAYOR				
200-OTHER OPERATING	21,500,000			
TOTAL		21,500,000		
TOTAL EARLY CHILDHOOD EDUCATION				**21,500,000**
RENTER ANTI-DISPLACEMENT FUND – FUND 5152				
MISCELLANEOUS				
200-OTHER OPERATING	200,000			
TOTAL		200,000		
TOTAL ANTI-DISPLACEMENT FUND				**200,000**
LA OPIOID ABATEMENT TASK FORCE – FUND 5153				
HEALTH DEPARTMENT				

100-PERSONAL SERVICES	159,745			
200-OTHER OPERATING	2,650,000			
TOTAL		2,809,745		
TOTAL LA OPIOID ABATEMENT TASK FORCE				**2,809,745**
NEW ORLEANS HOUSING TRUST FUND – FUND 5155				
MISCELLANEOUS				
200-OTHER OPERATING	14,500,000			
TOTAL		14,500,000		
TOTAL NEW ORLEANS HOUSING TRUST FUND				**14,500,000**
LAFAYETTE CEMETERY NUMBER ONE TRUST – FUND 5305				
PROPERTY MANAGEMENT				
200-OTHER OPERATING	1,108			
TOTAL		1,108		
TOTAL LAFAYETTE CEMETERY NUMBER ONE TRUST				**1,108**
MAHALIA ZIMMERMAN TRUST – FUND 5306				
PROPERTY MANAGEMENT				
200-OTHER OPERATING	558			
TOTAL		558		
TOTAL MAHALIA ZIMMERMAN TRUST				**558**
PLYGO COMMUNITY SERVICE COMMISSION TRUST – FUND 5309				
PARKS AND PARKWAYS				
200-OTHER OPERATING	1,023			
TOTAL		1,023		

659	**TOTAL PLYGO COMMUNITY SERVICE COMMISSION TRUST**			**1,023**
660	**LAFAYETTE CEMETERY NUMBER ONE TRUST PROCEEDS – FUND 5405**			
661	PROPERTY MANAGEMENT			
662	200-OTHER OPERATING	21,432		
663	TOTAL		21,432	
664	**TOTAL LAFAYETTE CEMETERY NUMBER ONE TRUST PROCEEDS**			**21,432**
665	**MAHALIA ZIMMERMAN TRUST PROCEEDS – FUND 5406**			
666	PROPERTY MANAGEMENT			
667	200-OTHER OPERATING	2,950		
668	TOTAL		2,950	
669	**TOTAL MAHALIA ZIMMERMAN TRUST PROCEEDS**			**2,950**
670	**NEW ORLEANS RECREATION DEVELOPMENT COMMISSION TRUST – FUND**			
671	**5410**			
672	MISCELLANEOUS			
673	200-OTHER OPERATING	51,929		
674	TOTAL		51,929	
675	**TOTAL NEW ORLEANS RECREATION DEV. COMMISSION TRUST**			**51,929**
676	**ELLA WEST FREEMAN FOUNDATION – FUND 5411**			
677	PROPERTY MANAGEMENT			
678	200-OTHER OPERATING	8,738		
679	TOTAL		8,738	
680	**TOTAL ELLA WEST FREEMAN FOUNDATION**			**8,738**
681	**JOHN MCDONOUGH TRUST PROCEEDS – FUND 5412**			

PUBLIC WORKS				
200-OTHER OPERATING	7,910			
TOTAL		7,910		
TOTAL JOHN MCDONOUGH TRUST PROCEEDS				**7,910**
KIWANIS CLUB SPRINKLER SYSTEM PROCEEDS – FUND 5413				
PARKS AND PARKWAYS				
200-OTHER OPERATING	11			
TOTAL		11		
TOTAL KIWANIS CLUB SPRINKLER SYSTEM PROCEEDS				**11**
VIEUX CARRE RESIDENTIAL EXP TRUST – FUND 5416				
VIEUX CARRE COMMISSION				
200-OTHER OPERATING	1,245			
TOTAL		1,245		
TOTAL VIEUX CARRE RESIDENTIAL EXP TRUST				**1,245**
PUBLIC LIBRARY DONATIONS TRUST – FUND 5418				
LIBRARY				
200-OTHER OPERATING	500,000			
TOTAL		500,000		
TOTAL PUBLIC LIBRARY DONATIONS TRUST				**500,000**
SIMON V. SICKLES LEGACY FUND – FUND 5419				
HEALTH DEPARTMENT				
200-OTHER OPERATING	140,000			
TOTAL		140,000		

705	**TOTAL SIMON V. SICKLES LEGACY FUND**	**140,000**
706	**TOTAL SPECIAL REVENUE AND TRUST FUNDS**	**139,140,736**
707	**GRAND TOTAL CONSOLIDATED FUNDS**	**1,592,417,236**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

2030

Calendar No. 35,254

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the year 2026 in accordance with Section 3-116, 4-206(1)(f), and 6-102 of the City's Home Rule Charter.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.30 11:34:51 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.30 16:16:14 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY
TO ACCOMPANY ORDINANCES
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This ordinance provides for an Operating Budget of Revenues for the City of New Orleans for the year 2026 in accordance with sections 3-116, 4-206(1)(f), and 6-102 of the City's Home Rule Charter.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans and OPCD

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the Contract:

The public purpose and need for the contract:

The duration of the contract:

The duration of the contract is 5 years.

LEGISLATIVE SUMMARY

If the ordinance is to effectuate an amendment to the Code of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the City Code being proposed for amendment:

The general content/requirements of the existing City Code provision(s):

How the proposed ordinance will alter the existing City Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,255

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE providing a Capital Budget for the year 2026 in accordance with the provisions of Section 3-117 and 4-206 (1) (f) of the City Charter; and otherwise to provide with respect thereto.

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the following Capital Expenditures be made or incurred in accordance with the Capital Budget Program for the Year 2026 from the funds indicated when available, all in accordance with the provisions of Section 3-117 and 4-206 (1) (f) of the City Charter.

APPROPRIATIONS

NONE

TOTAL APPROPRIATIONS	**$**	**0.00**
GRAND TOTAL	**$**	**0.00**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

2035

Calendar No. 35,255

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance providing a Capital Budget for the year 2026 in accordance with the provisions of Section 3-117 and 4-206(1)(f) of the City Charter

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.30 10:21:11 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.30 10:29:32 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Project Delivery Unit

Name of Contact Person: Ashley I. Harrison

Telephone Number: 504-444-1554 (cell)

Email Address: asharrison@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

2026 Capital Budget ordinance – there are no new appropriations until the next bond sale

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

LEGISLATIVE SUMMARY

The public purpose and need for the contract:

The duration of the contract:

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

LEGISLATIVE SUMMARY

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: ___November 21, 2024_____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,256

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE relative to the levy of ad valorem taxes upon the assessed value of all property, real, personal, and mixed, subject to taxation in the City of New Orleans and relative to the levy of ad valorem taxes on property located in special development and security districts in the City of New Orleans for the year **2026**, to levy millage rates for the year **2026**, and to reallocate the tax receipts for a state millage; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That, in accordance with the provisions of Article XIV, Sections 24 and 25.1 of the 1921 Louisiana Constitution (made statutory by Article XIV, Section 16(A)(10) of the 1974 Louisiana Constitution), and pursuant to Section 5 of Act 617 of 1977, an ad valorem tax is hereby levied on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the year **2026**, for **general municipal purposes.** Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **12.23 mills** on the dollar of the assessed valuation of property.

SECTION 2. That, in accordance with Article XIV, Section 24 of the 1921 Louisiana Constitution (made statutory by Article XIV, Section 16(A)(10) of the 1974 Louisiana Constitution), an ad valorem tax is hereby levied on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the year **2026**, for the purpose of **paying the interest and for redemption of City bonds** and other purposes specified under the

foregoing provisions. In accordance with the provisions of Article VI, Section 33(B) and Article VI, Section 44(6), of the 1974 Louisiana Constitution, this tax is levied at a rate that yields taxes sufficient to pay principal and interest and redemption premiums, if any, on the bonds treated in this section. Pursuant to applicable constitutional and statutory authority, this tax is levied at a rate of **14.50 mills** on the dollar of the assessed valuation of property.

SECTION 3. (a) That, in accordance with LSA-R.S. 33:4093 et seq., and pursuant to Section 5 of Act 617 of 1977, an ad valorem tax is hereby levied on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the year **2026**, for the **operation and maintenance of the drainage system** of the City of New Orleans and for the construction and extension of said drainage system, excluding subsurface drainage systems and their appurtenances. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **4.14 mills** on the dollar of the assessed valuation of property.

(b) That, in accordance with Article VI, Sections 22, 30, and 32 of the 1974 Louisiana Constitution and LSA-R.S. 33:4147, and pursuant to Resolution R-81-29 as approved by the voters of the City of New Orleans in a referendum on May 16, 1981, a special ad valorem tax is hereby levied, for the year **2026**, on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the **operation and maintenance of the drainage system** of the City of New Orleans, and for the construction and extension of said drainage system, excluding subsurface drainage systems and their appurtenances. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **6.20 mills** on the dollar of the assessed valuation of property.

(c) That, in accordance with Article VI, Sections 22, 30, and 32 of the 1974 Louisiana Constitution and LSA-R.S. 33:4147, pursuant to Resolution R-81-29 and Resolution R-16-422,

and as approved by the voters of the City of New Orleans in a referendum on December 10, 2016, an ad valorem tax is hereby levied, for the year **2026**, on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the **operation and maintenance of the drainage system** of the City of New Orleans, and for the construction and extension of said drainage system, excluding subsurface drainage systems and their appurtenances. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **3.92 mills** on the assessed valuation of property.

SECTION 4. That, in accordance with the provisions of Article XIV, Section 25 of the 1921 Louisiana Constitution (made statutory by Article XIV, Section 16(A)(10) of the 1974 Louisiana Constitution) and pursuant to Section 5 of Act 617 of 1977, a special ad valorem tax is hereby levied, for the year **2026**, on all taxable property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for **an increase in the pay of the employees of the Police and Fire Departments** of the City of New Orleans, for the **maintenance of a double platoon system in the Fire Department, and for a triple platoon system in the Police Department** in the City of New Orleans. The proceeds of the tax levied and collected in accordance with this section shall be segregated as collected and used by the City of New Orleans exclusively for the purpose named, according to such apportionment as the City may make from time to time in accordance with law. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **5.62 mills** on the dollar of the assessed valuation of property.

SECTION 5. That, in accordance with Council Resolution R-18-521, Ordinance No. 27965 M.C.S., and Ordinance No. 27998 M.C.S., and as approved by the voters of the City of New Orleans in a referendum on May 4, 2019, a special ad valorem tax is hereby levied, for the year **2026, with proceeds dedicated first to payment of debt service obligations secured by prior**

taxes; then to improving park safety and accessibility; capturing stormwater to reduce flooding; repairing and upgrading playgrounds and recreation centers; conserving natural areas; and constructing, improving, maintaining, and operating parks, recreational facilities, and wildlife conservation facilities in the City, except that a portion of collections shall be remitted to certain state and statewide retirement systems as required by law, on behalf of the New Orleans Recreation Development Commission, the New Orleans Department of Parks and Parkways, the City Park Improvement Association, and the Audubon Commission. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **5.55 mills** on the dollar of assessed valuation of property and shall be allocated pro rata as follows: 1.71 mills to the New Orleans Recreation Development Commission, 1.59 mills for the New Orleans Department of Parks and Parkways, 0.54 mills to the City Park Improvement Association, and 1.71 mills to the Audubon Commission.

SECTION 6. [Reserved]

SECTION 7. That, in accordance with Council Resolution R-22-19, and as approved by the voters of the City of New Orleans in a referendum on April 30, 2022, a special ad valorem tax is hereby levied on all property subject to taxation within the city, for the year **2026**, for the purposes of **funding programs and capital investments that provide childcare and educational opportunities for Orleans Parish children who have not yet entered kindergarten**, except that a portion of the monies collected shall be remitted to certain state and statewide retirement systems in the manner required by law. The proceeds of the tax levied and collected in accordance with this section shall be segregated as collected and used by the City of New Orleans exclusively for the purposes named, according to such apportionment as the city may make from time to time in accordance with law. Pursuant to LSA-R.S. 47:1705 and Article VII,

Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **4.39 mills** on the dollar of the assessed valuation of property.

SECTION 8. That, in accordance with Council Resolution R-21-270 and Governor John Bel Edwards's Executive Order 2021 JBE 13, and as approved by the voters of the City of New Orleans in a referendum on December 11, 2021, a special ad valorem tax is hereby levied on all property subject to taxation within the city, for the year **2026**, for the purposes of **constructing, improving, maintaining, and operating the New Orleans Public Library System**, including the purchase of equipment therefor, title to which shall remain in the public, except that a portion of the monies collected shall be remitted to certain state and statewide retirement systems in the manner required by law. The proceeds of the tax levied and collected in accordance with this section shall be segregated as collected and used by the City of New Orleans exclusively for the purpose named, according to such apportionment as the city may make from time to time in accordance with law. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **2.27 mills** on the dollar of the assessed valuation of property and shall be in addition to the special ad valorem tax in Section 9 herein, which was previously approved by voters on May 2, 2015, for the benefit of the Public Library and shall expire on December 31, 2040.

SECTION 9. That, in accordance with Council Resolution R-15-19 and as approved by the voters of the City of New Orleans in a referendum on May 2, 2015, a special ad valorem tax is hereby levied on all property subject to taxation within the city, for the year **2026**, for the **operation of the Public Library**. The proceeds of the tax levied and collected in accordance with this section shall be segregated as collected and used by the City of New Orleans exclusively for the purpose named, according to such apportionment as the city may make from time to time in accordance with law. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana

Constitution, this tax is levied at a rate of **2.05 mills** on the dollar of the assessed valuation of property.

SECTION 10. That, in accordance with Act 1103 of 1990, as approved by the voters of the City of New Orleans in a referendum on October 6, 1990, a special ad valorem tax not subject to the homestead exemption, is hereby levied on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the year **2026**, for **police protection**. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **4.67 mills** on the dollar of the assessed valuation of property.

SECTION 11. (a) That, in accordance with Act 1103 of 1990, as approved by the voters of the City of New Orleans, in a referendum on October 6, 1990, a special ad valorem tax not subject to the homestead exemption, is hereby levied on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for the year **2026**, for **fire protection**. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **4.62 mills** on the dollar of the assessed valuation of property.

(b) That, in accordance with Act VI, Section 26(E) of the 1974 Louisiana Constitution, and as approved by the voters of the City of New Orleans for twelve (12) years in a referendum on December 10, 2016, pursuant R-16-423, an additional special ad valorem tax not subject to the homestead exemption, is hereby levied, for the year **2026**, on all property, real, personal, and mixed, subject to taxation within the limits of the City of New Orleans, for **fire protection.** Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **2.22 mills** on the dollar of the assessed valuation of property.

SECTION 12. [Reserved]

SECTION 13. [Reserved]

SECTION 14. [Reserved]

SECTION 15. That, the foregoing taxes set forth in Sections 1 through 5, 7 through 9, and 17, shall be levied upon the full assessed value of all property, real, personal, and mixed, subject to taxation within the City of New Orleans and the Parish of Orleans, and shall be subject to the homestead exemption; and that the tax as set forth in Section 18(A) shall be levied upon the full assessed value of all real property situated within the boundaries of the Downtown Development District of the City of New Orleans; and that the tax as set forth in Section 18(C) shall be levied upon the full assessed value of all taxable real property situated within the boundaries of the Garden District's Security District of the City of New Orleans, and shall be subject to the homestead exemption; and that the tax as set forth in Section 18(D) shall be levied upon the full assessed value of taxable property situated within the boundaries of the Touro Bouligny Security District of the City of New Orleans, except that no tax shall be imposed upon any parcel whose owner who qualified under the Louisiana Special Assessment Level, and shall be subject to the homestead exemption; and that the foregoing taxes set forth in Sections 10 and 11 shall be levied upon the full assessed value of all property, real, personal, and mixed, subject to taxation within the City of New Orleans and the Parish of Orleans, and shall not be subject to the homestead exemption.

SECTION 16. That the Director of Finance of the City of New Orleans be and is hereby authorized to place all of the aforesaid taxes and the tax as set forth in Section 18(A) upon the tax records and tax bills of the City of New Orleans, and to collect the same at one and the same time; and the said Director of Finance is authorized to pay over, day by day as collected, to the Board of Liquidation City Debt the special taxes set forth in Sections 2, 3, 5, and 18(A), subject to such deductions as may be authorized by law.

SECTION 17. That, in accordance with Act No. 433, Regular Session, 2005, enacting Louisiana Revised Statute 47:1925.8, the millage for **city services** is transferred to and levied by the City of New Orleans. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **1.05 mills** on the dollar of the assessed valuation of property for the year **2026**.

SECTION 18. Special Tax Districts

(A) Downtown Development District. That, in accordance with Article VI, Section 30 of the Constitution of the State of Louisiana and LSA-R.S. 33:2740.3, and pursuant to Ordinance No. 6480, M.C.S., as approved by the voters of the City of New Orleans in a referendum on October 1, 1977, and pursuant to Section 5 of Act 617 of 1977, a special ad valorem tax is hereby levied, for the year **2026**, upon all real property situated within the boundaries of the Downtown Development District of the City of New Orleans, for the purpose of **providing additional public improvements, facilities, and services in said district**. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **13.73 mills** on the dollar of the assessed valuation of real property.

(B) [Reserved]

(C) Garden District's Security District. That, in accordance with Article VI, Section 30 of the Constitution of the State of Louisiana and the provisions of Act 86 of the 1998 Extraordinary Session of the Louisiana Legislature as amended by Act 104 of the 2002 First Extraordinary Session of the Louisiana Legislature (R.S. 33:9091.2) and as approved by the voters of the Garden District's Security District voting in a referendum on November 3, 1998, and subsequently reapproved by the voters of the Garden District's Security District voting in a referendum on October 5, 2002, and again on February 6, 2010, and again on April 28, 2018, an ad valorem tax is hereby levied, for the year **2026**, on all taxable real property within the Garden District's Security

District. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23 (B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **7.13 mills** on the dollar of the assessed valuation of the property.

(D) Touro Bouligny Security District. That, in accordance with Article VI, Section 30 of the Constitution of the State of Louisiana and the provisions of Act 77 of the 2005 Regular Session of the Louisiana Legislature (R.S. 33:9091.10) and as approved by the voters of the Touro Bouligny Security District voting in a referendum on September 30, 2006, and as subsequently reapproved by voters of the Touro Bouligny Security District voting in a referendum on February 6, 2010, and again on December 8, 2018, an ad valorem tax is hereby levied, for the year **2026**, on taxable property within the Touro Bouligny Security District, except that no tax shall be imposed upon any parcel whose owner qualified under the Louisiana Special Assessment Level, pursuant to Article VII, Section 18(G)(1) of the Constitution of Louisiana. Pursuant to LSA-R.S. 47:1705 and Article VII, Section 23(B) of the 1974 Louisiana Constitution, this tax is levied at a rate of **7.10 mills** on the dollar of the assessed valuation of the property.

SECTION 19. That the Director of Finance of the City of New Orleans be and is hereby authorized to place the aforesaid taxes set forth in Sections 18(C) and 18(D), on the tax records and tax bills of the City of New Orleans and to collect same; and the same Director of Finance be and is hereby authorized to pay over the proceeds of said tax as set forth in Sections 18(C) and 18(D) to the Board of Liquidation, City Debt, day by day as the same are collected and received subject to such deductions as authorized by law; and the said Director of Finance be and is hereby authorized to pay over the proceeds of said taxes as set forth, in accordance with and as specified by applicable provisions adopted by the Louisiana Legislature, subject to such deduction.

SECTION 20. If any section, subsection, paragraph, sentence, clause, phrase, word, letter, or punctuation mark of this Ordinance or the application thereof is held invalid, such invalidity shall not affect such other section, subsection, paragraph, sentence, clause, phrase, word, letter, or punctuation mark or applications of this Ordinance which can be given effect without the invalid section, subsection, paragraph, sentence, clause, phrase, word, letter, or punctuation mark or applications, and to this end the provisions of this Ordinance are hereby declared severable.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

2049

Calendar No. _____

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance to levy ad valorem taxes on property located in the City of New Orleans and on property located in special development and security districts in the City of New Orleans.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.30 10:48:18 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.30 10:59:17 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

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_____

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_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY
TO ACCOMPANY MOTIONS
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

An ordinance to levy Ad Valorem taxes on property located in the City of New Orleans and on property located in special development and security districts in the City of New Orleans.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,257

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE relative to the levy of fees on property located in special security and improvement taxing districts in the City of New Orleans for the year **2026**; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the following **SPECIAL SECURITY AND IMPROVEMENT TAXING DISTRICTS** in the City of New Orleans are authorized to levy on property within their respective districts the fees as specified herein:

(A) Lakeview Crime Prevention District. In accordance with the provisions of Act 1132 of the 1997 Regular Session of the Louisiana Legislature (R.S. 33:9091.1), and as amended by Acts 1078 and 1233 of the 1999 Regular Session of the Louisiana Legislature, and as further amended by Act 8 of the 2000 First Extraordinary Session of the Louisiana Legislature, and as further amended by Act 414 of the 2005 Regular Session of the Louisiana Legislature, and as further amended by Acts 220 and 402 of the 2009 Regular Session of the Louisiana Legislature, and as further amended by Act 427 of the 2010 Regular Session of the Louisiana Legislature, and as further amended by Act 585 of the 2014 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lakeview Crime Prevention District voting in a referendum on February 7, 1998, and as subsequently reapproved by the voters of the Lakeview Crime Prevention District voting in a referendum on February 2, 2002, and again on April 22, 2006, and again on

November 2, 2010, and again on November 4, 2014, a **fee not to exceed one hundred fifty dollars ($150.00)** per parcel is set upon on each improved and unimproved parcel located within the Lakeview Crime Prevention District. A fee in the amount of **one hundred fifty dollars ($150.00)** is hereby levied for the year **2026** on each improved and unimproved parcel situated within the Lakeview Crime Prevention District.

(B) Spring Lake Subdivision Improvement District. In accordance with the provisions of Act 143 of the 1998 First Extraordinary Session of the Louisiana Legislature, and as amended by Acts 1078 and 1233 of the 1999 Regular Session of the Louisiana Legislature, and as further amended and reenacted by Act 1216 of the 2003 Regular Session of the Louisiana Legislature (R.S. 33:9074), and as approved by the voters of the Spring Lake Subdivision Improvement District voting in a referendum on November 3, 1998, and as subsequently reapproved by the voters of the Spring Lake Subdivision Improvement District voting in a referendum on November 15, 2003, and again on February 6, 2010, and again on November 18, 2017, a special ad valorem tax not to exceed five mills or a **fee not to exceed $200.00** is hereby set on all taxable real property situated within the Spring Lake Subdivision Improvement District. A fee in the amount of **two hundred dollars ($200.00)** is hereby levied for the year **2026** on each parcel of taxable real property within the Spring Lake Subdivision Improvement District.

(C) Lake Terrace Crime Prevention District. In accordance with the provisions of Act 34 of the 2002 Regular Session of the Louisiana Legislature (R.S. 33:9091.4), and as approved by the voters of the Lake Terrace Crime Prevention District voting in a referendum on November 5, 2002, and as subsequently reapproved by the voters of the Lake Terrace Crime Prevention District voting in a referendum on February 6, 2010, again on November 18, 2017, and again on November 18, 2023, a flat fee per improved parcel of land located within the Lake Terrace Crime Prevention District is hereby set, and the amount of the fee shall not exceed five hundred fifty

dollars per year for each improved parcel. The amount of the fee may be changed by duly adopted resolution of the board, not to exceed five hundred fifty dollars. Notwithstanding the preceding sentences, the fee shall be seven hundred dollars per year for each improved parcel with three or more family units. Notwithstanding the preceding sentences, the fee shall be a flat fee not to exceed seventeen hundred fifty dollars per year for each improved parcel of land used as a short-term rental, and the amount of this fee may be changed by duly adopted resolution of the board, not to exceed seventeen hundred fifty dollars. A fee in the amount of **three hundred fifty dollars ($350.00)** on each improved parcel of land and an amount of **seventeen hundred fifty dollars ($1,750.00)** for each improved parcel of land used as a short-term rental, is hereby levied for the year **2026** on all improved parcels of land within the Lake Terrace Crime Prevention District.

(D) Lake Forest Estates Improvement District. In accordance with the provisions of Act 44 of the 1996 Regular Session of the Louisiana Legislature, and as amended by Acts 1078 and 1233 of the 1999 Regular Session of the Louisiana Legislature, and as further amended by Act 34 of the 2002 Regular Session of the Louisiana Legislature, and as further amended by Act 79 of the 2002 Regular Session of the Louisiana Legislature, and as further amended by Act 771 of the 2003 Regular Session of the Louisiana Legislature (R.S.33:9072), and as approved by the voters of the Lake Forest Estates Improvement District voting in a referendum on November 15, 2003, and as subsequently reapproved by the voters of the Lake Forest Estates Improvement District voting in a referendum on May 1, 2010, and again on November 8, 2016, a special fee in the amount of **four hundred eighty-five dollars ($485.00)** is set upon all taxable real property within the Lake Forest Estates Improvement District. A fee in the amount of **four hundred eighty-five dollars ($485.00)** is hereby levied for the year **2026** on all taxable real property within the Lake Forest Estates Improvement District.

(E) Broadmoor Neighborhood Improvement District. In accordance with Act 554 of the 2010 Regular Session of the Louisiana Legislature (R.S. 33:9091.17), and as amended by Act 238 of the 2015 Regular Session of the Louisiana Legislature, and as approved by the voters of the Broadmoor Neighborhood Improvement District voting in a referendum of November 2, 2010, and as subsequently reapproved by the voters of the Broadmoor Neighborhood Improvement District voting in a referendum on November 21, 2015, and again on November 3, 2020, a flat fee **in the amount of and not exceeding one hundred dollars ($175.00)** per year is set on each improved parcel of land within the Broadmoor Neighborhood Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Constitution of Louisiana. A flat fee in the amount of **one hundred seventy-five dollars ($175.00)** is hereby levied for the year **2026** on each improved parcel of land within the Broadmoor Neighborhood Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Constitution of Louisiana.

(F) Upper Hurstville Security District. In accordance with the provisions of Act 447 of the 2003 Regular Session of the Louisiana Legislature (R.S. 33:9091.6), and as amended by Act 148 of the 2009 Regular Session of the Louisiana Legislature, and as further amended by Act 28 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Upper Hurstville Security District voting in a referendum on November 15, 2003, and as subsequently reapproved by the voters of the Upper Hurstville Security District voting in a referendum on November 2, 2010, and again on April 28, 2018, a parcel fee **not to exceed six hundred fifty dollars ($650.00)** is set upon each parcel of land within the Upper Hurstville Security District. A fee in the amount of **four hundred seventy-five dollars ($475.00)** is hereby levied for the year **2026** on all parcels of land within the Upper Hurstville Security District, except

that no fee shall be imposed upon any parcel whose owner qualifies for the Special Assessment Level provided by Article VII, Section 18(G)(1) of the Louisiana Constitution.

(G) Lakewood Crime Prevention and Improvement District. In accordance with the provisions of Act 230 of the 2004 Regular Session of the Louisiana Legislature (R.S. 33:9091.8), and as amended by Acts 538 and 582 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lakewood Crime Prevention and Improvement District voting in a referendum on November 2, 2004, and as subsequently reapproved by the voters of the Lakewood Crime Prevention and Improvement District voting in a referendum on November 2, 2010, and again on April 28, 2018, a flat fee **not to exceed four hundred fifty dollars ($450.00)** per parcel is set upon all parcels of land, both improved and unimproved, within the Lakewood Crime Prevention and Improvement District. A fee in the amount of **four hundred fifty dollars ($450.00)** is hereby levied for the year **2026** on each improved and unimproved parcel within the Lakewood Crime Prevention and Improvement District.

(H) Lakeshore Crime Prevention District. In accordance with the provisions of Act 200 of the 2004 Regular Session of the Louisiana Legislature (R.S. 33:9091.7), and as amended by Act 424 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lakeshore Crime Prevention District voting in a referendum on November 8, 2016, again on November 3, 2020, and again on November 5, 2024, a flat fee in the amount of and **not exceeding four hundred twenty dollars ($420.00)** is set upon each improved or unimproved parcel within the Lakeshore Crime Prevention District. A fee in the amount of **four hundred twenty dollars ($420.00)** is hereby levied for the year **2026** on each improved or unimproved parcel within the Lakeshore Crime Prevention District.

(I) Kenilworth Improvement District. In accordance with the provisions of Act 501 of the 2004 Regular Session of the Louisiana Legislature (R.S. 33:9078), and as amended by Act

476 of the 2010 Regular Session of the Louisiana Legislature, and as further amended by Act 80 of the 2017 Regular Sessions of the Louisiana Legislature, and as approved by the voters of the Kenilworth Improvement District voting in a referendum on November 2, 2010, and as subsequently reapproved by the voters of the Kenilworth Improvement District voting in a referendum on November 6, 2018, a flat fee of **two hundred twenty-five dollars ($225.00)** is set on each improved parcel located within the Kenilworth Improvement District. A fee in the amount of **two hundred twenty-five dollars ($225.00)** is hereby levied for the year **2026** on each improved parcel within the Kenilworth Improvement District.

(J) Lake Oaks Subdivision Improvement District. In accordance with the provisions of Act 20 of the 2000 Second Extraordinary Session of the Louisiana Legislature (R.S. 33:9075), and as amended by Act 118 of the 2001 Regular Session of the Louisiana Legislature, and as further amended by Act 199 of the 2004 Regular Session of the Louisiana Legislature, and as further amended by Act 535 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lake Oaks Subdivision Improvement District voting in a referendum on November 2, 2010, and as subsequently reapproved by the voters of the Lake Oaks Subdivision Improvement District voting in a referendum on November 4, 2014, and again on November 6, 2018, and again on November 8, 2022, a parcel fee not to exceed **four hundred dollars ($400.00)** is set upon all taxable real property within the Lake Oaks Subdivision Improvement District. A fee in the amount of **four hundred dollars ($400.00)** is hereby levied for the year **2026** on all taxable real property within the Lake Oaks Subdivision Improvement District.

(K) Hurstville Security and Neighborhood Improvement District. In accordance with the provisions of Act 151 of the 2007 Regular Session of the Louisiana Legislature (R.S. 33:9091.11), and as amended by Act 49 of the 2013 Regular Session of the Louisiana Legislature, and as approved by the voters of the Hurstville Security and Neighborhood Improvement District

voting in a referendum on November 17, 2007, and as subsequently reapproved by the voters of the Hurstville Security and Neighborhood Improvement District voting in a referendum on February 1, 2014, and again on November 8, 2022, a fee **not to exceed five hundred seventy-five dollars ($575.00) per year plus twenty-five ($25) per year for each calendar year after 2023** is set upon each improved parcel of land within the Hurstville Security and Neighborhood Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution. A fee in the amount of **five hundred eighty dollars ($580.00)** is hereby levied for the year **2026** on each improved parcel of land within the Hurstville Security and Neighborhood Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution.

(L) Lake Bullard Neighborhood Improvement District. In accordance with the provisions of Act 247 of the 2008 Regular Session of the Louisiana Legislature (R.S. 33:9080), and as amended by Act 54 of the 2018 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lake Bullard Neighborhood Improvement District voting in a referendum on November 4, 2008, and as subsequently reapproved by the voters of Lake Bullard Neighborhood Improvement District voting in a referendum on February 1, 2014, and again on November 6, 2018, a fee **not to exceed three hundred fifty dollars ($350.00)** is set on each improved parcel of land within the Lake Bullard Neighborhood Improvement District. A fee in the amount of **three hundred fifty dollars ($350.00)** is hereby levied for the year **2026** on each improved parcel of land within the Lake Bullard Neighborhood Improvement District.

(M) Upper Audubon Security District. In accordance with the provisions of Act 833 of the 2008 Regular Session of the Louisiana Legislature (R.S. 33:9091.12), and as amended by

Act 372 of the 2017 Regular Session of the Louisiana Legislature, and as approved by the voters of the Upper Audubon Security District voting in a referendum on November 4, 2008, and as subsequently reapproved by the voters of the Upper Audubon Security District voting in a referendum on February 1, 2014, and again on November 18, 2017, a flat fee **not to exceed seven hundred dollars ($700.00)** is set on each parcel of land in the Upper Audubon Security District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution. A fee in the amount of **seven hundred dollars ($700.00)** is hereby levied for the year **2026** on each parcel of land in the Upper Audubon Security District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution.

(N) Mid-City Security District. In accordance with the provisions of La. R.S. 33:9091.14, and as approved by the voters of the Mid-City Security District voting in a referendum on November 4, 2008, and as subsequently reapproved by the voters of the Mid-City Security District voting in a referendum on February 1, 2014, again on November 16, 2019, and again on November 5, 2024, a parcel fee is set for each parcel located within the Mid-City Security District. A fee of **one hundred ninety-five dollars ($195.00)** is hereby levied for the year **2026** for each residential parcel which is unimproved, or contains a single-family dwelling, condominium, townhouse, two-family dwelling, three-family dwelling, or four-family dwelling. A fee of **one hundred dollars ($100.00) per rental unit** for each residential parcel which contains more than four rental units is hereby levied for the year **2026**, except that no parcel which contains more than 40 rental units can be assessed a fee greater than $4,000.00. A fee of **five hundred dollars ($500.00)** is hereby levied for the year **2026** for each commercial parcel, with any parcel used for commercial and residential purposes considered commercial if comprised of fewer than 5

residential units and residential if comprised of 5 residential units, or greater. A fee of **one hundred fifty dollars ($150.00)** is hereby levied for the year **2026** on each residential parcel whose owner qualifies for a Special Assessment Level provided by Article VII, Section 18(G) of the Louisiana Constitution.

(O) Audubon Area Security District. In accordance with the provisions of Act 40 of the 2002 First Extraordinary Session of the Louisiana Legislature (R.S. 33:9091.3), and as amended by Act 833 of the 2008 Regular Session of the Louisiana Legislature, and as further amended by Act 152 of the 2017 Regular Sessions of the Louisiana Legislature, and as approved by the voters of the Audubon Area Security District voting in a referendum on October 5, 2002, and as subsequently reapproved by the voters of the Audubon Area Security District voting in a referendum on November 4, 2008, and again on November 18, 2017, a fee **not to exceed five hundred fifty dollars ($550.00)** for calendar year 2019 is set on each parcel of land in the Audubon Area Security District, except that the maximum fee amount may be increased by **twenty-five dollars ($25.00)** per year for each calendar year after 2019 and no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Louisiana Constitution. A fee in the amount of **five hundred fifty dollars ($550.00)** is hereby levied for the year **2026** on each parcel of land in the Audubon Area Security District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution.

(P) Lakewood East Security and Neighborhood Improvement District. In accordance with the provisions of Act 396 of the 2009 Regular Session of the Louisiana Legislature (R.S. 33:9080.3), and as amended by Act 431 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lakewood East Security and Neighborhood Improvement District voting in a referendum on November 2, 2010, and again on

November 18, 2017, a parcel fee in the amount of and not exceeding **three hundred dollars ($300.00)** per year is set on each parcel within the Lakewood East Security and Neighborhood Improvement District. A parcel fee in the amount of **three hundred dollars ($300.00)** is hereby levied for the year **2026** on each parcel within the Lakewood East Security and Neighborhood Improvement District.

(Q) Lake Willow Subdivision Improvement District. In accordance with the provision of Act 143 of the 1998 First Extraordinary Legislative Session of the Louisiana Legislature (R.S. 33:9073), and as amended by Act 53 of the 1998 Regular Session of the Louisiana Legislature, and as further amended by Acts 1078 and 1233 of the 1999 Regular Session of the Louisiana Legislature, and as further amended by Act 481 of the 2010 Regular Session of the Louisiana Legislature, and as approved by the voters of the Lake Willow Subdivision Improvement District voting in a referendum on November 2, 2010, and as subsequently reapproved by the voters of the Lake Willow Subdivision Improvement District voting in a referendum on November 4, 2014, and again on November 18, 2017, and again on November 3, 2020, and again on October 14, 2023, a flat fee **not to exceed three hundred dollars ($300.00)** is set on each parcel of land within the Lake Willow Subdivision Improvement District. A flat fee in the amount of **three hundred dollars ($300.00)** is hereby levied for the year **2026** on each parcel of land within the Lake Willow Subdivision Improvement District.

(R) [RESERVED]

(S) University Neighborhood Security and Improvement District. In accordance with the provisions of Act 288 of the 2017 Regular Session of the Louisiana Legislature (R.S. 33:9091.24), and as approved by the voters of the University Neighborhood Security and Improvement District voting in a referendum on November 18, 2017, a flat parcel fee not to exceed **nine hundred fifty dollars ($950.00)** is set on each improved parcel of land within the University

Neighborhood Security and Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for and receives the Special Assessment Level provided by Article VII, Section 18(G)(l) of the Constitution of Louisiana. A fee in the amount of **nine hundred fifty dollars ($950.00)** is hereby levied for the year **2026** on each improved parcel of land within the University Neighborhood Security and Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for and receives the Special Assessment Level provided by Article VII, Section 18(G)(1) of the Constitution of Louisiana.

(T) Delachaise Security and Improvement District. In accordance with Act 311 of the 2018 Regular Session of the Louisiana Legislature (R.S. 33:9091.25), and as amended by Act 317 of the 2022 Regular Session of the Louisiana Legislature, and as further amended by Act 269 of the 2023 Regular Session of the Louisiana Legislature, and as approved by the voters of the Delachaise Security and Improvement District voting in a referendum on October 12, 2019, and as subsequently reapproved by the voters of the Delachaise Security and Improvement District voting in a referendum on November 8, 2022, and as subsequently reapproved in a referendum on November 18, 2023, a special annual fee in the amount of and not exceeding **three hundred fifty dollars ($350)** per residential parcel that is unimproved or contains a single-family dwelling, **four hundred dollars ($400)** per residential parcel that contains two to four dwelling units, **one thousand dollars ($1,000)** per residential parcel that contains five or more dwelling units, and **five hundred dollars ($500)** for each unimproved and improved parcel zoned for commercial use within the Delachaise Security and Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the Special Assessment Level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution. A flat fee in the amount of **three hundred fifty dollars ($350)** per residential parcel that is unimproved or contains a single-family dwelling, **four hundred dollars ($400)** per residential parcel that contains two to four dwelling units, **one**

thousand dollars ($1,000) per residential parcel that contains five or more dwelling units, and **five hundred dollars ($500)** for each unimproved and improved parcel zoned for commercial use is hereby levied for the year **2026** on each parcel of land within the Delachaise Security and Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the Special Assessment Level provided by Article VII, Section 18(G)(l) of the Louisiana Constitution.

(U) North Kenilworth Improvement and Security District. In accordance with Act 575 of the 2012 Regular Session of the Louisiana Legislature (R.S. 33:9091.20), and as approved by the voters of the North Kenilworth Improvement and Security District voting in a referendum on November 6, 2012, and as subsequently reapproved by the voters of the North Kenilworth Improvement and Security District voting in a referendum on November 3, 2020, a special annual fee **in the amount of three hundred dollars ($300)** is set on each parcel of land, except that no fee shall be imposed upon any parcel whose owner qualifies for the Special Assessment Level Provided by Article VII, Section 18(G)(l) of the Louisiana Constitution, within the North Kenilworth Improvement and Security District. A flat fee in the amount of **three hundred dollars ($300.00)** is hereby levied for the year **2026** on each parcel of land within the North Kenilworth Improvement and Security District, except that no fee shall be imposed upon any parcel whose owner qualifies for the Special Assessment Level Provided by Article VII, Section 18(G)(l) of the Louisiana Constitution.

(V) Eastover Neighborhood Improvement and Security District. In accordance with Act 244 of the 2013 Regular Session of the Louisiana Legislature (R.S. 33:9091.21), and as approved by the voters of the Eastover Neighborhood Improvement and Security District voting in a referendum on November 16, 2013, and as subsequently increased by the voters of the Eastover Neighborhood Improvement and Security District voting in a referendum on November

18, 2023, a flat fee per parcel of land in the amount of **two thousand, one hundred fifty-two dollars ($2,152.00)** is set per year for each parcel of land in the Eastover Neighborhood Improvement and Security District, except that if any multiple adjacent parcels are combined for the purpose of housing a single family dwelling, the flat fee for the combined parcel shall be calculated to be **one and four tenths (1.4)** times the single parcel fee for two adjacent parcels and **one and six tenths (1.6)** times the single parcel fee for three or more adjacent parcels. A flat fee in the amount of **two thousand, one hundred fifty-two dollars ($2,152.00)** is hereby levied for the year **2026** on each parcel of land within the Eastover Neighborhood Improvement and Security District excluding the parcel located at 5690 Eastover Drive, New Orleans, LA 70128, except that if any multiple adjacent parcels are combined for the purpose of housing a single family dwelling, the flat fee for the combined parcel shall be calculated to be **one and four tenths (1.4)** times the single parcel fee for two adjacent parcels and **one and six tenths (1.6)** times the single parcel fee for three or more adjacent parcels.

(W) Lake Barrington Subdivision Improvement District. In accordance with the provisions of Act 1236 of the 2003 Regular Session of the Louisiana Legislature (R.S. 33:9077), and as amended by Act 85 of the 2017 Regular Sessions of the Louisiana Legislature, and as approved by the voters of the Lake Barrington Subdivision Improvement District voting in a referendum on November 19, 2011, and as subsequently reapproved by the voters of the Lake Barrington Subdivision Improvement District voting in a referendum on October 12, 2019, a parcel fee **not to exceed three hundred fifty dollars ($350.00)** is set upon each parcel situated within the Lake Barrington Subdivision Improvement District. A fee in the amount of **three hundred fifty dollars ($350.00)** is hereby levied for the year **2026** upon each parcel of real property situated in the Lake Barrington Subdivision Improvement District.

(X) Huntington Park Subdivision Improvement District. In accordance with the provisions of Act 35 of the 2002 Regular Session of the Louisiana Legislature (R.S. 33:9073.1), and as amended by Act 773 of the 2003 Regular Session of the Louisiana Legislature and by Act 20 of the 2011 First Extraordinary Session of the Louisiana Legislature, and as approved by the voters of the Huntington Park Subdivision Improvement District voting in a referendum on November 15, 2003, and as subsequently reapproved by the voters voting in a referendum on December 11, 2021, a special annual fee **in the amount of three hundred fifty dollars ($350)** is set on each parcel of land situated in the Huntington Park Subdivision Improvement District. A flat fee in the amount of **three hundred fifty dollars ($350.00)** is hereby levied for the year **2026** on each parcel of land within the Huntington Park Subdivision Improvement District.

(Y) Kingswood Subdivision Improvement District. In accordance with the provisions of Act 232 of the 2005 Regular Session of the Louisiana Legislature (R.S. 33:9079), and as approved by the voters of the Kingswood Subdivision Improvement District voting in a referendum on April 29, 2023, a special annual fee **in the amount of two hundred forty dollars ($240.00)** is hereby set on each parcel of land situated in the Kingswood Subdivision Improvement District. A flat fee in the amount of **two hundred forty dollars ($240.00)** is hereby levied for the year **2026** on each parcel of land within the Kingswood Subdivision Improvement District.

(Z) Tamaron Subdivision Improvement District. In accordance with the provisions of Act 270 of the 2008 Regular Session of the Louisiana Legislature (R.S. 33:9080.2), and as approved by the voters of the Tamaron Subdivision Improvement District voting in a referendum on April 29, 2023, a special annual fee **in the amount of and not exceeding $250.00** is hereby set on each parcel of land situated in the Tamaron Subdivision Improvement District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Louisiana Constitution. A flat fee in the amount

of **$220.00** is hereby levied for the year **2026** on each parcel of land within the Tamaron Subdivision Improvement District.

(AA) Lake Carmel Subdivision Improvement District. In accordance with the provisions of Act 1233 of the 1999 Regular Session of the Louisiana Legislature (R.S. 33:9071), and as approved by the voters of the Lake Carmel Subdivision Improvement District voting in a referendum on April 29, 2023, a special annual fee in the amount of **two hundred fifty dollars ($250.00)** is hereby set on each parcel of land situated in the Lake Carmel Subdivision Improvement District. A flat fee in the amount of **two hundred fifty dollars ($250.00)** is hereby levied for the year **2026** on each parcel of land within the Lake Carmel Subdivision Improvement District.

(BB) McKendall Estates Neighborhood Improvement District. In accordance with the provisions of Act 248 of the 2008 Regular Session of the Louisiana Legislature (R.S. 33:9080.1), and as amended by Act 73 of the 2013 Regular Session of the Louisiana Legislature, and as approved by the voters of the McKendall Estates Neighborhood Improvement District voting in a referendum on April 29, 2023, a special annual fee **in the amount of three hundred dollars ($300.00)** is hereby set on each parcel of land situated in the McKendall Estates Neighborhood Improvement District. A flat fee in the amount of **three hundred dollars ($300.00)** is hereby levied for the year **2026** on each parcel of land within the McKendall Estates Neighborhood Improvement District.

(CC) Twinbrook Security District. In accordance with the provisions of Act 76 of the 2005 Regular Session of the Louisiana Legislature (R.S. 33:9091.9), and as amended by Act 57 of the 2007 Regular Session of the Louisiana Legislature, and as amended by Act 42 of the 2013 Regular Session of the Louisiana Legislature, and as amended by Act 441 of the 2022 Regular Session of the Louisiana Legislature, and as approved by the voters of the Twinbrook Security

District voting in a referendum on April 29, 2023, a special annual fee **in the amount of and not exceeding five hundred seventy-five dollars ($575.00) in 2024, which may increase by $25 per year for each year thereafter,** is hereby set on each parcel of land situated in the Twinbrook Security District, except that no fee shall be imposed upon any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Louisiana Constitution. A flat fee in the amount of **five hundred forty-five dollars ($545.00)** is hereby levied for the year **2026** on each parcel of land within the Twinbrook Security District.

(DD) [RESERVED]

SECTION 2.

(A) The Director of Finance of the City of New Orleans is hereby authorized to place the aforesaid fees set forth in Section 1 (Subsections A–DD) on the tax records and tax bills of the City of New Orleans and to collect same.

(B) For fees established in Section 1 and collected on behalf of the special taxing districts enumerated in this subsection, the Director of Finance of the City of New Orleans is hereby authorized to pay over the proceeds of the fees to the Board of Liquidation, City Debt, day by day as the same are collected and received, subject to such deductions as authorized by law:

a. Spring Lake Subdivision Improvement District

b. Lake Forest Estates Improvement District

c. Lake Oaks Subdivision Improvement District

d. Lake Bullard Neighborhood Improvement District

e. Lake Barrington Subdivision Improvement District

f. Lake Carmel Subdivision Improvement District

g. McKendall Estates Neighborhood Improvement District

h. Twinbrook Security District

i. Kingswood Subdivision Improvement District

(C) For fees established in Section 1 and collected on behalf of the special taxing districts enumerated in this subsection, the Director of Finance of the City of New Orleans is authorized to pay over the proceeds of the fees to the appropriate special taxing district not more than sixty (60) days after collection, subject to such deductions as authorized by law:

a. Lakeview Crime Prevention District

b. Lake Terrace Crime Prevention District

c. Upper Hurstville Security District

d. Lakeshore Crime Prevention District

e. Hurstville Security and Neighborhood Improvement District

f. Upper Audubon Security District

g. Mid-City Security District

h. Audubon Area Security District

i. Lakewood East Security and Neighborhood Improvement District

j. Lake Willow Subdivision Improvement District

k. North Kenilworth Improvement and Security District

l. Eastover Neighborhood Improvement and Security District

m. University Neighborhood Security and Improvement District

n. Delachaise Security and Neighborhood Improvement District

o. Tamaron Subdivision Improvement District

(D) For fees established in Section 1 and collected on behalf of the special taxing districts enumerated in this subsection, the Director of Finance of the City of New Orleans is authorized to pay over the proceeds of the fees to the appropriate special taxing district not more

than thirty (30) days after the last day of the month in which said proceeds are collected, subject to such deductions as authorized by law:

a. Lakewood Crime Prevention and Improvement District

b. Kenilworth Improvement District

(E) For fees established in Section 1 and collected on behalf of the special taxing districts enumerated in this subsection, the Director of Finance of the City of New Orleans is authorized to pay over the proceeds of the fees to the appropriate special taxing district not more than thirty (30) days after collection, subject to such deductions as authorized by law:

a. Broadmoor Neighborhood Improvement District

b. Huntington Park Subdivision Improvement District

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase, word, letter, or punctuation mark of this Ordinance or the application thereof is held invalid, such invalidity shall not affect such other section, subsection, paragraph, sentence, clause, phrase, word, letter, or punctuation mark or applications and to this end the provisions of this Ordinance are hereby declared severable.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

2070

Calendar No. _____

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance to levy parcel fees on behalf of special taxing districts throughout the City of New Orleans for the year 2026.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.22 17:21:26 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.23 10:36:12 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY
TO ACCOMPANY MOTIONS
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

An ordinance to levy Ad Valorem taxes on property located in the City of New Orleans and on property located in special development and security districts in the City of New Orleans.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,258

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE to amend and reordain Section 2-1103 of the Code of the City of New Orleans, setting fees for notarial services and related costs; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 2-1103 of the Code of the City of New Orleans is amended to read as follows:

"**Sec. 2-1103. – Fees for Services.**

Except as otherwise provided, the fees enumerated in this section shall be charged according to a schedule proposed annually by the chief administrative officer and approved by the city council in accordance with the method set forth in 2-1101 above, provided that until a proposed schedule is approved by the city council, the schedule of fees previously approved shall remain in effect.

(a) *Department of Law; notarial fees*. Notarial work for all city contracts, requiring to be notarized:

Contract value under $1,000.00	$241.00
$1,000.00 to $49,999.99	$449.00
$50,000.00 to $499,999.99	$1,138.00
$500,000.00 to $999,999.99	$2,444.00
$1,000,000.00 or greater	$4,888.00

In addition to the above fees, the contractor shall pay the actual costs of recording all acts and photocopying at the rate of $0.50 per page. All affidavits of acceptance or substantial completion are $70.00 plus actual recordation costs."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ENGROSSED VERSION:

"Sec. 2-1103. Fees for services.

Except as otherwise provided, the fees enumerated in this section shall be charged according to a schedule proposed annually by the chief administrative officer and approved by the city council in accordance with the method set forth in section 2-1101 above, provided that until a proposed schedule is approved by the city council, the schedule of fees previously approved shall remain in effect.

(a) *Department of law; notarial fees.* Notarial work for all city contracts, requiring to be notarized:

Contract value under $1,000.00	~~$234.00~~ **$241.00**
$1,000.00 to $49,999.99	~~$436.00~~ **$449.00**
$50,000.00 to $499,999.99	~~$1,105.00~~ **$1,138.00**
$500,000.00 to $999,999.99	~~$2,373.00~~ **$2,444.00**
$1,000,000.00 or greater	~~$4,746.00~~ **$4,888.00**

In addition to the above fees, the contractor shall pay the actual costs of recording all acts and photocopying at the rate of $0.50 per page. All affidavits of acceptance or substantial completion are $70.00 plus actual recordation costs."

2075

Calendar No. _____

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

An ordinance to amend and reordain section 2-1103 of the City Code to increase notarial fees for 2026.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.22 16:36:44 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.23 10:15:39 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY
TO ACCOMPANY ORDINANCES
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This ordinance provides for an Operating Budget of Revenues for the City of New Orleans for the year 2026 in accordance with sections 3-116, 4-206(1)(f), and 6-102 of the City's Home Rule Charter.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans and OPCD

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the Contract:

The public purpose and need for the contract:

The duration of the contract:

The duration of the contract is 5 years.

LEGISLATIVE SUMMARY

If the ordinance is to effectuate an amendment to the Code of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the City Code being proposed for amendment:

The general content/requirements of the existing City Code provision(s):

How the proposed ordinance will alter the existing City Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 1, 2025

CALENDAR NO. 35,259

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE to adopt the New Orleans Tourism and Cultural Foundation's "Tourism and Cultural Economy Program," "Proposed Grant Scoring Matrix," and budget for the year 2026, to be administered by New Orleans Tourism and Cultural Foundation to: (1) provide services and financial support to the culture-bearers and cultural economy of New Orleans, including, without limitation, the people, enterprises, and communities that transform cultural skills, knowledge, and ideas into economically productive goods, services, and places, and (2) enhance tourism in New Orleans by strengthening the cultural economy, which attracts tourists to New Orleans, supporting events and festivals, for the year 2026; and to provide otherwise with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the New Orleans Tourism and Cultural Foundation's "Tourism and Cultural Economy Program" for 2026, including, pursuant to 29,807 M.C.S., all recipients of grant funding, attached hereto as Exhibit A, and its "Proposed Grant Scoring Matrix" for 2026, attached hereto as Exhibit B, are hereby adopted, and the New Orleans Tourism and Cultural Foundation's 2026 budget is hereby adopted as follows:

2026 REVENUES

Hotel Occupancy Privilege Tax	5,082,175
Harrah's Casino Lease	1,000,000
Interest Income	50,000
NOTCF Honors Gala	125,000
Other Donations	2,500
Reserves	630,660
TOTAL FUNDING	**$6,890,335**

2026 EXPENDITURES

Dedicated to Mayor's Office of Tourism and Arts, including the Film and Video Commission & Music Commission	375,000
Cultural Economy Support	4,662,446
Marketing Expenditure	594,000
Major Event Support	376,900
Balance for NOTCF Operations	

Administrative Expenses	881,989	
TOTAL EXPENDITURES		**$6,890,335**
Estimated Beginning Reserves		**$4,372,991**
Estimated Ending Reserves		**$3,742,331**

PROVISOS:

1. The program adopted herein dedicates money to the Mayor's Office of Tourism and Arts Fund, New Orleans Film and Video Commission, the Music Commission, and to Major Event Support. The New Orleans Tourism & Cultural Foundation shall spend the money approved for Cultural Economy Support in accordance with a Cooperative Endeavor Agreement to be entered into between New Orleans Tourism and Cultural Foundation and the City of New Orleans.

2. The New Orleans Tourism and Cultural Foundation may from time-to-time submit requests to the City of New Orleans for additional funding and is hereby authorized to obtain funding and donations from non-governmental sources.

3. The New Orleans Tourism and Cultural Foundation shall adjust its expenditure levels during the year to accommodate any revisions in estimated revenues, provided that any increase in allocation to any category of 5% or more shall be approved in advance by Ordinance of the Council.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT A

NEW ORLEANS TOURISM AND CULTURAL FOUNDATION'S TOURISM AND CULTURAL ECONOMY PROGRAM FOR 2026 (attached hereto)

EXHIBIT B

NEW ORLEANS TOURISM AND CULTURAL FOUNDATION'S
PROPOSED GRANT SCORING MATRIX FOR 2026
(attached hereto)

EXHIBIT A

NEW ORLEANS TOURISM AND CULTURAL FOUNDATION'S TOURISM AND CULTURAL ECONOMY PROGRAM FOR 2026
(attached hereto)

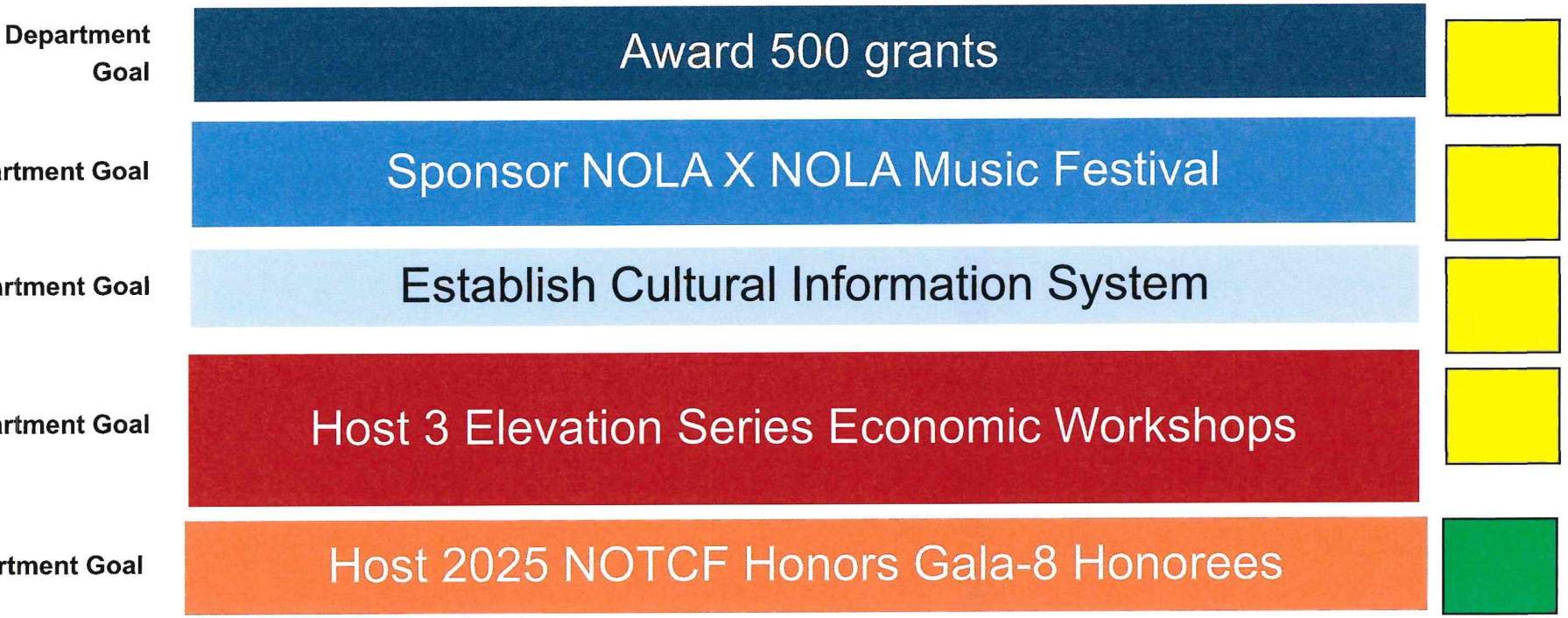
2026 City Council Budget Hearing

New Orleans Tourism and Cultural Foundation

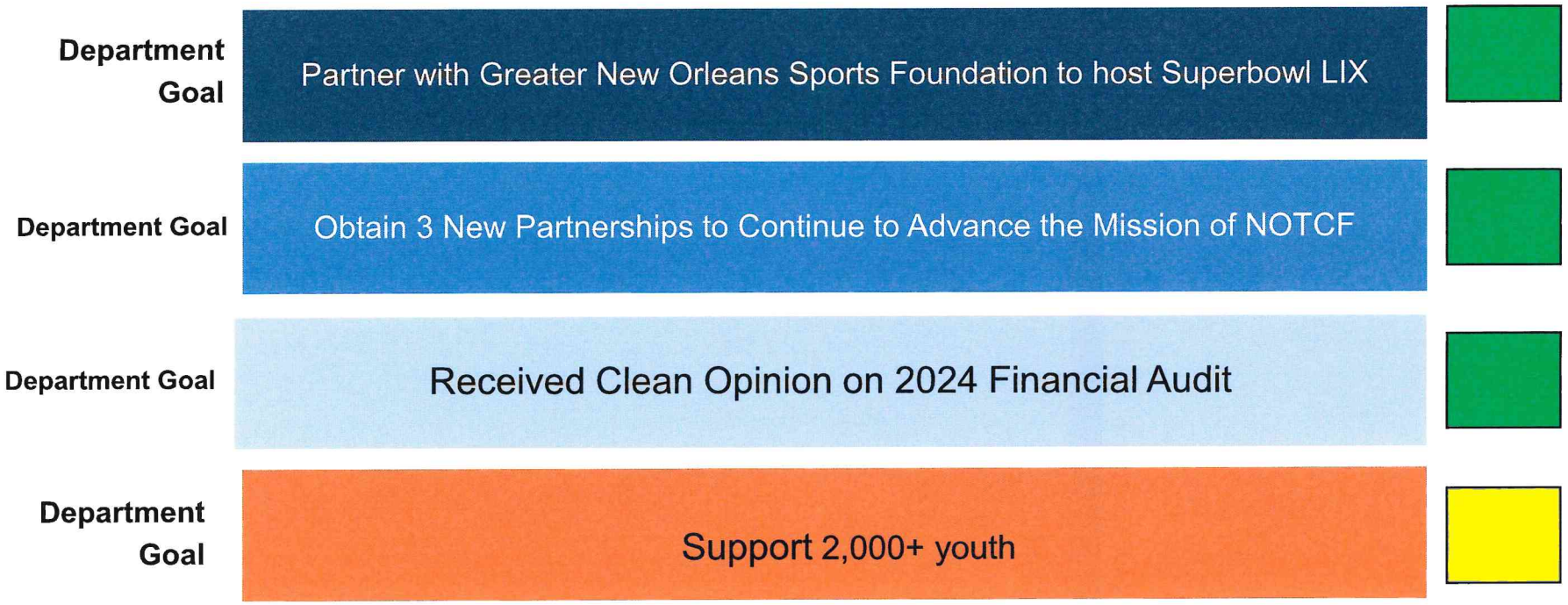
City of New Orleans
November 3, 2025

1 Status on 2025 Stated Goals

Review of 2025 Goals



Review of 2025 Department Goals (Continued)

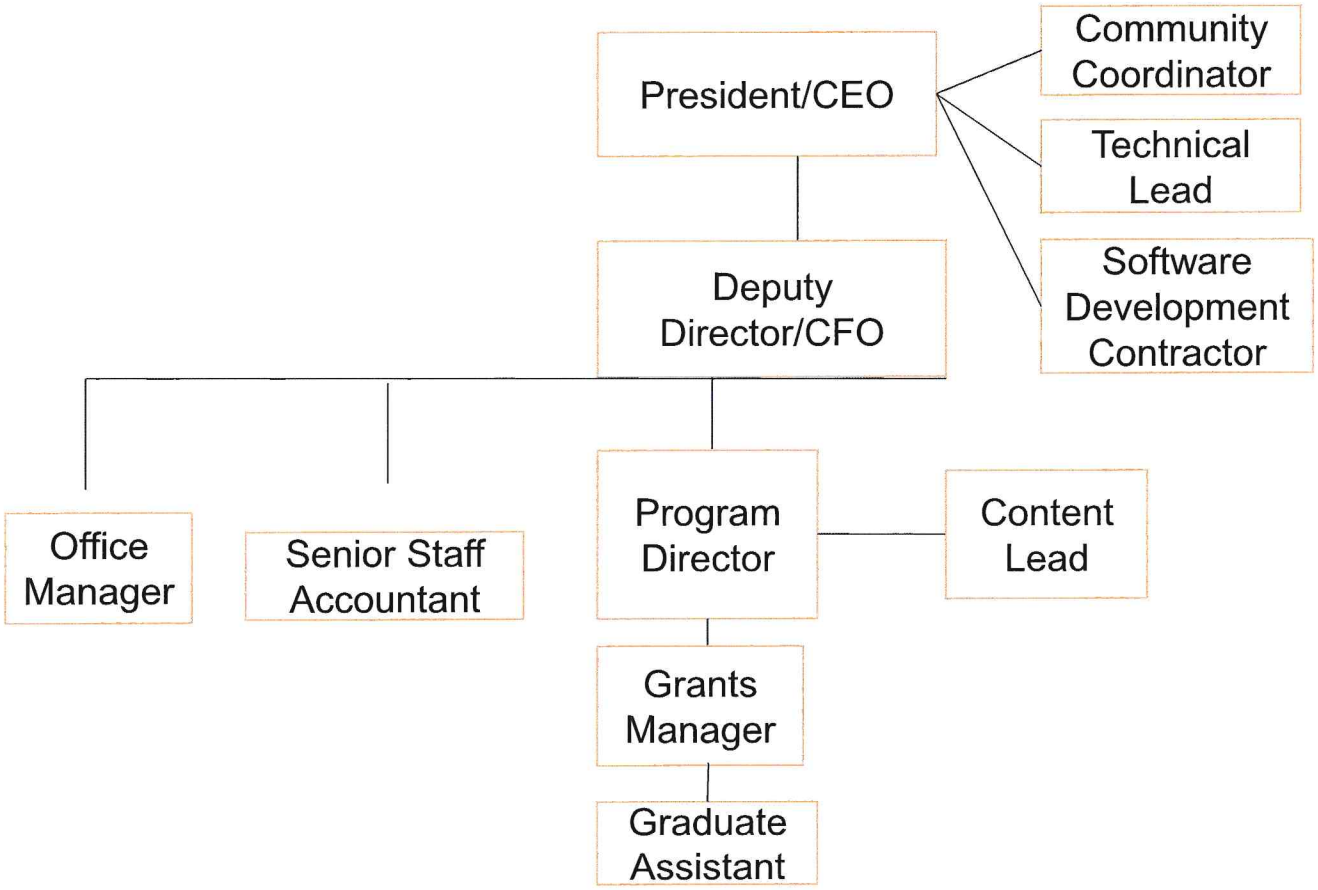


2 Personnel

New Orleans Tourism and Cultural Foundation
Personnel
Budgeted and Actual FTEs by Position

Position	Budgeted FTE	Actual
President/CEO	1	1
Deputy Director/CFO	1	1
Senior Program Director	1	1
Grants Manager	1	1
Office Manager	0.5	0.5
Senior Staff Accountant	1	1
Community Coordinator	1	1
Content Lead	1	1
Technical Analyst	1	0
Graduate Assistant	0.5	0.5

New Orleans Tourism and Cultural Foundation Organization Chart



3 2026 Department Goals

2026 Goals Slide

New Orleans Tourism and Cultural Foundation

- Award 375 grants
- Sponsor NOLA X NOLA Music Festival
- Launch Cultural Information System to Promote Cultural Entrepreneurship
- Host 3 Elevation Series Economic Workshops
- Host 2026 NOTCF Honors Gala

4 2025 Budget Summary and 2026 Proposed Budget

2025 Budget Summary and 2026 Budget Request

New Orleans Tourism and Cultural Foundation

	Personal Services	Other Operating	Total
2025 Adopted Budget	$820,160	$7,732,997	$8,553,157
2026 Proposed Budget	$930,744	$5,959,591	$6,890,335
Variance	$110,584	($1,773,406)	($1,662,822)

EXPLANATION OF VARIANCE

Personal Services

- Additional personnel budgeted for 2026 and an anticipated increase in benefits

Other Operating

- We anticipate lower occupancy privilege tax revenues, so we plan to reduce expenditure line items compared to 2025.

5 Notes

New Orleans Tourism and Cultural Foundation (NOTCF)

- NOTCF did not award any grants exceeding $150,000 during the 2025 fiscal year.
- There is no plan in 2026 to award any grants exceeding $150,000.
- The YTD 2025 Grant Transaction Report is included herein at the end of this presentation.
- NOTCF is operating in accordance with the Economic Development plan approved in 2020.

Questions?

City of New Orleans

	Date	Num	Name	Memo/Description	Amount	Sector
Grants						
A.Grants $1 - $2,500						
	03/12/2025	1938	Jacqueline Alfred	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1939	Catina Gabriel	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1941	Katrina Green	Level 1 mini grant	2,500.00	Wrting and Publishing Cultural Activities
	03/12/2025	1942	Clifford Dexter	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1936	Tyrone Jones	level 1 mini-grant	2,000.00	Performance and Traditional Practices
	03/12/2025	1933	Yolanda Mills	Level 1 mini-grant	1,850.00	Performance and Traditional Practices
	03/12/2025	1940	Robert Jackson	Level 1 mini-grant	2,474.00	Performance and Traditional Practices
	03/12/2025	1931	Eleria Davis	Level 1 mini grant	1,525.00	Performance and Traditional Practices
	03/12/2025	1937	Gloria Mejia	Level 1 mini-grant (Izabel Mejia)	1,500.00	Performance and Traditional Practices
	03/12/2025	1943	Herbert McCarver IV	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1930	Larry Terrence	leven 1 mini grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1934	Kathy Boutte	Leven 1 mini-grant	1,525.00	Performance and Traditional Practices
	03/12/2025	1932	Johann Conway	Level 1 mini grant	1,590.00	Performance and Traditional Practices
	03/12/2025	1935	Brian Trotter	Level 1 mini-grant	1,990.00	Performance and Traditional Practices
	03/12/2025	1928	Clarence Dorsey	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/12/2025	1929	Nyesha Dorsey	Level 1 mini-grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1961	Richard Powell	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1953	Bruce Jackson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1949	Kevin Turner	level 1 mini grant	2,058.00	Performance and Traditional Practices
	03/20/2025	1950	Earl Smith	level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1952	Edwin Harrison	Level 1 mini-grants	2,500.00	Performance and Traditional Practices
	03/20/2025	1954	Edward Wills	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1956	Jimmie Ricks	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1957	Iris Farrar	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1960	Steven Hill	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1951	Clyde Adams	Level 1 mini grant	2,475.00	Performance and Traditional Practices
	03/20/2025	1955	Agnes Anderson	Level 1 mini grant	2,425.00	Performance and Traditional Practices
	03/20/2025	1959	Debra McHenry	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1962	Calvin Williams Sr	Level 1 Mini Grant	2,500.00	Performance and Traditional Practices
	03/20/2025	1958	Linda Stewart	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1966	Teopera Barriere	Level 1 mini grant: Teopera Barriere	2,500.00	Performance and Traditional Practices
	03/27/2025	1981	Marland Keys	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1975	Ashley Sanson	Level 1 mini grant	1,880.00	Performance and Traditional Practices
	03/27/2025	1967	Hilda Celius	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1972	Jerron Rush	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1964	Tonja Hollingsworth	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1978	Elouise Matthews	Level 1 mini grant Cani Matthews (minor) | Elouise Matthews (guardian)	1,500.00	Performance and Traditional Practices
	03/27/2025	1980	Kissey Smith	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1979	Wilhelmena Alexander	Level 1 mini grant	1,525.00	Performance and Traditional Practices

	03/27/2025	1971	Alicia Sanson	level 1 mini grant	1,880.00	Performance and Traditional Practices
	03/27/2025	1970	Derrick Jenkins	level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1968	Timothy Johnson	level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1973	Anita Oubre	Level 1 mini grant	2,400.00	Performance and Traditional Practices
	03/27/2025	1974	Herman Palmer	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1976	Ellis Joseph	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1977	Desiree Jones	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1965	Kedric Louis	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	03/27/2025	1966	Teopera Barriere	Level 1 mini grant Robin Slack Jr (minor) | Teopera Barriere (guardian)	1,500.00	Performance and Traditional Practices
	03/27/2025	1969	Deecola Barriere	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	2000	Ryan Harper	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	1986	Caleb James	Level 1 grant	2,500.00	Performance and Traditional Practices
	04/07/2025	1987	Cliff Faust	Level 1 mini grant	2,500.00	Visual Arts and Crafts Activities
	04/07/2025	1988	Lydia Jett	Level 1 mini grant	2,495.00	Performance and Traditional Practices
	04/07/2025	1989	Latondra Brister	Level 1 mini grant	900.00	Performance and Traditional Practices
	04/07/2025	1990	Cassandra Wilson Howard	Level 1 mini grant	1,990.00	Performance and Traditional Practices
	04/07/2025	1991	Cora Coline Carmouche	Level 1 min grant	1,990.00	Performance and Traditional Practices
	04/07/2025	1992	Garell Richardson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	1993	Lyndon Red	Level 1 mini grant	1,225.00	Performance and Traditional Practices
	04/07/2025	1994	Robert Stark	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	1995	Anthony Taylor	Level 1 mini grant	1,990.00	Performance and Traditional Practices
	04/07/2025	1996	Kidada Brown	Level 1 mini grant	1,500.00	Performance and Traditional Practices
	04/07/2025	1997	Ronell King	Level 1 mini grant	1,500.00	Performance and Traditional Practices
	04/07/2025	1998	Leslie Dedmond	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	1999	Gerard Carter	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	2001	Walter Carter	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	2002	Edward Randolph	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/07/2025	2003	Christina Chaney	Leve 1 mini grant	1,990.00	Performance and Traditional Practices
	04/07/2025	2004	Crystal Lewis	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2014	Eric Lewis	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2015	Ashley Rose	Level 1 mini grant: Aniyah Shelly (minor) | Ashley Rose (guardian)	1,500.00	Performance and Traditional Practices
	04/11/2025	2016	Zyeta Parker	Level 1 mini grant	1,962.98	Performance and Traditional Practices
	04/11/2025	2017	Al Polite	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2018	Nicole Tate	Level 1 mini grant	2,250.00	Performance and Traditional Practices
	04/11/2025	2019	Monica Kelly	Level 1 mini grant	2,500.00	Visual Arts and Crafts Activities
	04/11/2025	2020	Minor Wilson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2021	Dwayne Washington	Level 1 mini grant	2,400.00	Performance and Traditional Practices
	04/11/2025	2022	Alfred Womble Jr.	Level 1 mini grant	2,300.00	Performance and Traditional Practices
	04/11/2025	2023	August Walker	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2024	Tiyana Landry	Level 1 mini grant	1,990.00	Performance and Traditional Practices
	04/11/2025	2025	Courtney Shelling	Level 1 mini grant	2,250.00	Performance and Traditional Practices

	04/11/2025	2026	Bernard Robertson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2027	Aysja Mallery	Level 1 mini grant	2,500.00	Visual Arts and Crafts Activities
	04/11/2025	2009	Roderick Anderson	Level 1 mini grant	2,500.00	Visual Arts and Crafts Activities
	04/11/2025	2010	Kendell Cook	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2011	Jerome Carter	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/11/2025	2012	Desiree Andrews	Level 1 mini grant: Torrie Andrews, Jr (minor) | Desiree Andrews (guardian)	1,500.00	Performance and Traditional Practices
	04/11/2025	2013	Alton Landry	Level 1 mini grant	1,900.00	Performance and Traditional Practices
	04/17/2025	ACH	Keshone Roberts	Level 1 mini grant	1,500.00	Performance and Traditional Practices
	04/17/2025	2054	Escola de Samba Casa Samba	Escola de Samba Casa Samba	2,500.00	Performance and Traditional Practices
	04/17/2025	2053	Louisiana Council of Resources	Louisiana Council of Resources (LaCOR)	2,000.00	Performance and Traditional Practices
	04/21/2025	2056	The Azariah Group	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/21/2025	2055	Artivism Dance Theatre	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/21/2025	2059	DO IT FOR ME	Level 1 mini grant	2,125.00	Visual Arts and Crafts Activities
	04/21/2025	2058	La Source Ancienne Ounfo	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/21/2025	2057	NOLA Pixels, LLC	Level 1 mini grant	2,500.00	Visual Arts and Crafts Activities
	04/22/2025	2060	Greater Image	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/24/2025	ACH	Trenise Taylor	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	04/24/2025	ACH	Keshawn Roberts	Level 1 mini grant: Blaise' Roberts (minor) | Keshawn Roberts (guardian)	1,475.00	Performance and Traditional Practices
	07/30/2025	2119	Save Our Brass Culture Foundation	Level 1 grant	2,500.00	Performance and Traditional Practices
	07/30/2025	2120	SIAMS, Surely I Am My Sister	Level 1 grant	2,500.00	Food Related Cultural Activities
	07/30/2025	2121	Pontchartrain Park Neighborhood Association	Level 1 grant	2,500.00	Performance and Traditional Practices
	07/30/2025	2122	Algiers Economic Development Foundation	Level 1 grant	2,500.00	Performance and Traditional Practices
	07/30/2025	2123	The Artisan Alliance	Level 1 grant	1,500.00	Visual Arts and Crafts Activities
	07/30/2025	2124	Krewe Of Nefertiti	Level 1 grant - Monique Harris	2,500.00	Performance and Traditional Practices
	07/30/2025	2126	Camp Street Studios and Gallery , LLC	Level 1 grant	2,500.00	Visual Arts and Crafts Activities
	07/30/2025	2125	Barcelo Gardens and Market LLC	Level 1 grant	1,160.00	Food Related Cultural Activities
	07/30/2025	2117	The New Orleans Giant Puppet Festival	Level 1 grant	2,500.00	Performance and Traditional Practices
	07/30/2025	2118	Thomas Dorsey NCGCC New Orleans Metropolitan Choral Union	Level 1 grant	2,500.00	Performance and Traditional Practices
	07/31/2025	2127	Women Helping Women	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2141	Joseph Lastie	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2138	Gilda Lewis	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2129	Cory James	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2139	Meiko Gabriel	Level 1 grant	2,430.00	Performance and Traditional Practices
	08/06/2025	2128	Cammie Foe	Level 1 grant	2,430.00	Performance and Traditional Practices
	08/06/2025	2142	Laurita Dollis	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2143	Ulysses Gordon	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2130	Frank Davis III	level 1 grant	2,024.00	Performance and Traditional Practices
	08/06/2025	2131	Joan Judycki	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2132	Keith Roberts	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2140	Adreama Dickerson	Level 1 grant (Adreama Dickerson)	2,500.00	Performance and Traditional Practices
	08/06/2025	2140	Adreama Dickerson	Level 1 grant (Amiah Dickerson)	1,500.00	Performance and Traditional Practices

	08/06/2025	2133	Byron Hogans	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2135	Vincent Simmons	Level 1 grant	2,500.00	Visual Arts and Crafts Activities
	08/06/2025	2136	Joshua Gouzy	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2137	Carolyn Theodore	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/06/2025	2144	Evelyn Sullen	Level 1 grant	2,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Remedy Manual	1,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Blu McPhatter	1,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Herbert Vaughn	2,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Kerry Lawless	2,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Lorenza Lawless	2,500.00	Performance and Traditional Practices
	08/11/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Level 1 grant - Kesmon Lewis, Jr.	1,500.00	Performance and Traditional Practices
	08/19/2025	ACH	Wendy Smith	Level 1 mini grant	2,500.00	Food Related Cultural Activities
	08/19/2025	2171	Juan Catchings	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2176	Eddie Hoffman	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2175	Nisha Thomas	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2177	Jeremy Scott	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2174	Nyron Mitchell	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2173	Victoria Green	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2172	Perry Emery	Leve 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2185	Trinity Smith, Jr	Level 1 mini grant: Trinity Smith III	1,500.00	Performance and Traditional Practices
	08/19/2025	2185	Trinity Smith, Jr	Level 1 mini grant: Trinity Smith, Jr	2,500.00	Performance and Traditional Practices
	08/19/2025	2184	Alvin Epps	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2183	Marlon Dozier	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2170	Demetris Dillard	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2178	Dejuanna Beaulieu	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2179	Troval Jefferson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/19/2025	2180	Irvin Scott	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/20/2025	2187	Tierra Falls	Level 1 mini grant	2,200.00	Performance and Traditional Practices
	08/20/2025	2188	Andrew Wiseman	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/20/2025	2189	Cynthia Scott	Level 1 mini grant	2,317.00	Performance and Traditional Practices
	08/20/2025	2190	Albert Clark	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/22/2025	2194	Ashley Rose	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/22/2025	2193	Tranell Love	Level 1 mini grant	1,850.00	Performance and Traditional Practices
	08/25/2025	2195	Mandisa Mitchell	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2200	Kevin Goodman	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2199	Wanda Womble	Level 1 mini grant	2,300.00	Performance and Traditional Practices
	08/25/2025	2198	Harrell Duncun	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2197	Joseph Henry	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2207	Tyron Batiste	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2206	Michael Johnson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2205	Troy A. Young	Level 1 mini grant	2,500.00	Performance and Traditional Practices

	08/25/2025	2204	Zachary Journee	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2203	Kelly White	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2202	Byron Thomas	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2201	Kendrick Johnson	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/25/2025	2196	Shakena Jenkins	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Alicia Square	Level 1 mini grant: Elena-Rose Palacios Square	1,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Sade Keith	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Johari Smith	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Edgar Jacobs	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Jack Williams	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Justina Sylvester	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	LaTanya Williams	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Caprice Clay	Level 1 mini grant	2,200.00	Performance and Traditional Practices
	08/26/2025	ACH	Yolanda Cambrice	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Pamela Vasquez	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Janae Lindsey	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Aaron Hartley	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Egan Jacobs	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Stephen Hall	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Nakesha Wilson	Level 1 grant	2,330.00	Performance and Traditional Practices
	08/26/2025	ACH	Nathaniel Green	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Tyrone Henry	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Birdell Nichols	Level 1 mini grant	1,484.00	Performance and Traditional Practices
	08/26/2025	ACH	Ronald Marshall	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Kelly Sherman	Level 1 mini grant	2,050.00	Performance and Traditional Practices
	08/26/2025	ACH	Throme Lacroix	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/26/2025	ACH	Keita Rouse Malone	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	Roderick Sylvas	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025		Ronnie Ellis	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025		Cheryl Roberts	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025		David Williams	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025		Darchelle Tholmer	Level 1 mini grant	2,120.00	Performance and Traditional Practices
	08/27/2025	ACH	Leslie Dedmond	Level 1 mini grant: Noah Dedmond (minor)	1,500.00	Performance and Traditional Practices
	08/27/2025	ACH	Dyon Hall	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	Jurnee Langford	Level 1 mini grant	2,300.00	Performance and Traditional Practices
	08/27/2025	ACH	Elouise Matthews	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	DeShawn Burks	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	DeRon Davis	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	Keshawn Roberts	Level 1 mini grant	2,200.00	Performance and Traditional Practices
	08/27/2025	ACH	Robert Gullage	Level 1 mini grant	2,500.00	Performance and Traditional Practices
	08/27/2025	ACH	Kristen Buras	Level 1 mini grant	2,500.00	Performance and Traditional Practices

A.Grants $1 - $2,500					**$ 468,724.98**	
B. Grants $2,501 to $10,000						
	01/27/2025	ACH	Point Productions, LLC dba Algiers Mardi Gras Festival	Point Productions, LLC dba Algiers Mardi Gras Festival	9,500.00	Festival/Sponsorships
	04/03/2025	ACH	N'Fungola Sibo African Dance and Drum Company, Inc.	New Orleans Music and African Dance Spectacle (NOMAADS) Festival 2025	9,000.00	Performance and Traditional Practices
	04/17/2025	ACH	Evan Washington	A Night Off: From the Mind of Andreu Karnigie	9,999.00	Performance and Traditional Practices
	04/17/2025	ACH	Metro Bicycle Coalition of New Orleans dba Bike Easy	2025 Bicycle Second Line	9,999.00	Performance and Traditional Practices
	04/17/2025	ACH	Dillard University	Empowering Cultural Connections: The Lucille Levy Hutton Arts Festival	9,333.00	Performance and Traditional Practices
	04/17/2025	ACH	Capoeira and Brazilian Cultural Arts Center	Spring 2025 Cultural Exchange Workshops & Youth Tournament in Conjunction with Jazz and Heritage Festival Showcase	9,900.00	Performance and Traditional Practices
	04/30/2025	ACH	Friends of New Orleans Public Library	Friends of New Orleans Public Library	9,900.00	Visual Arts and Crafts Activities
	05/01/2025		Preservation Alliance of NO, Inc. d/b/a Preservation Resource Center of New Orleans	PRC's 50th Annual Home Tour and Arts Market	9,750.00	Preservation and Architecture
	06/09/2025	ACH	Riverfront Marketing Group	Go 4th on the River 2025	9,499.05	Visual Arts and Crafts Activities
	06/30/2025	ACH	Nawlins Institute of Art	Reparations Sculpture	9,999.00	Visual Arts and Crafts Activities
	06/30/2025	ACH	Love Notes	Jazz Under the Stars	9,499.05	Festival/Sponsorships
	06/30/2025	ACH	KID smART	KID smART ART JAM	9,999.00	Visual Arts and Crafts Activities
	06/30/2025	ACH	Aqua Mob	Wendy, Darling: A Shining Water Ballet	7,260.00	Visual Arts and Crafts Activities
	07/11/2025	ACH	Nous Foundation	Festival of Louisiana Creole Futures	9,500.00	Performance and Traditional Practices
	07/11/2025	ACH	JP Properties NOLA	Funding Your Vision: A Step by Step Grant Writing Workshop (reissue)	9,999.00	Wrting and Publishing Cultural Activities
	08/04/2025	ACH	Musicians for Music	Ecos Latinos Live Performance and Video	9,999.00	Performance and Traditional Practices
	08/11/2025	ACH	U. S. Biennial	Level 2 grant - Nuah Bvlbancha	9,999.00	Visual Arts and Crafts Activities
	08/22/2025	ACH	Eyrie Toliver	2025 Single Year Youth Initiative	5,000.00	Performance and Traditional Practices
Grants $2,501 to $10,000					**$ 168,134.10**	
C.Grants $10,001-$20,000						
	03/14/2025	ACH	Circle of Chiefs	Indian Cha Wa (Downtown Super Sunday)	19,000.00	Performance and Traditional Practices
	04/14/2025	2042	The Idea Village	The Idea Village	20,000.00	Performance and Traditional Practices
	04/14/2025	2049	Second Line Arts Collective	Second Line Arts Collective	20,000.00	Performance and Traditional Practices
	04/30/2025	ACH	ELZ Elite School of Performing Arts	SE: 2025 Elz Elite School of Performing Arts Summer Program	14,250.00	Performance and Traditional Practices
	05/16/2025	ACH	Tekrema Center & Art & Culture	Tekrema Center for Art and Culture Youth Dance Arts Education Program	15,000.00	Performance and Traditional Practices
	05/22/2025	ACH	North Rampart Community Center	2025 NRCC After School & Summer Camp	14,250.00	Performance and Traditional Practices
	05/22/2025	ACH	Eternal Seeds Inc.	SE: Eternal Seeds Summer Session 2025	19,000.00	Visual Arts and Crafts Activities
	06/02/2025	ACH	Giimoozaabi Black Hunters Nonprofit Corporation	Camp ADWA: "Get Da Kids Off Da Street"	15,000.00	Performance and Traditional Practices
	08/12/2025	2156	Voices in the Dark Repertory Theatre Company	Le Code Noir 2025	15,833.33	Performance and Traditional Practices
	08/12/2025	2157	New Orleans Bowl	New Orleans Bowl Team Culture Experience	20,000.00	Performance and Traditional Practices
	08/12/2025	2163	Folk Riot LLC	Folk Riot 2025-2026 Arts and Culture Season	16,666.66	Performance and Traditional Practices
	08/12/2025	2162	Anthony Bean Community Theater and Acting School	Celebrating Resilience and Culture	20,000.00	Visual Arts and Crafts Activities
	08/12/2025	2160	Goat in the Road Productions	Carlota, a new musical about Cuba and the Gulf South	12,666.66	Performance and Traditional Practices
	08/12/2025	2152	Music and Culture Coalition of New Orleans Nonprofit Corporation	MaCCNO Mobile University	20,000.00	Performance and Traditional Practices
	08/12/2025	2165	Greater St. Stephen	Greater St. Stephen Holiday Lighting Fest	10,833.33	Performance and Traditional Practices
C.Grants $10,001-$20,000					**$ 252,499.98**	
D.Grants $20,001 - $49,999						
	02/07/2025	ACH	Friends of Bayou St John	Mid-City Bayou Boogaloo 2025	28,500.00	Festival/Sponsorships

	02/13/2025	ACH	New Orleans Black Mardi Gras Indians Council	Super Sunday	31,850.00	Performance and Traditional Practices
	02/28/2025	ACH	Young Leadership Council	Wednesday at the Square	23,750.00	Festival/Sponsorships
	03/03/2025	ACH	Administrators of the Tulane Educational Fund	Tulane Book Fest	47,500.00	Festival/Sponsorships
	03/14/2025	ACH	Danny Barker Festival	Danny Barker Festival	28,500.00	Festival/Sponsorships
	04/09/2025	ACH	New Orleans Black Artist Society	Black Film Festival of New Orleans	47,500.00	Festival/Sponsorships
	04/10/2025	ACH	New Orleans Zydeco Foundation	New Orleans Zydeco Foundation	38,000.00	Festival/Sponsorships
	04/14/2025	2043	Cultural Curriculum Project	Cultural Curriculum Project	32,666.66	Performance and Traditional Practices
	04/14/2025	2041	5th Child Films LLC	5th Child Films LLC	33,333.33	Visual Arts and Crafts Activities
	04/14/2025	2038	Xavier University Music Department	Xavier University Music Department	33,333.33	Performance and Traditional Practices
	04/14/2025	2047	Ellis Marsalis Center for Music	Ellis Marsalis Center for Music	46,666.66	Performance and Traditional Practices
	04/14/2025	2048	Geaux Healthy	Geaux Healthy	24,166.66	Food Related Cultural Activities
	04/14/2025	2046	Youth Stop, Inc.	Youth Stop Inc.	38,333.33	Visual Arts and Crafts Activities
	04/14/2025	2045	Crescent City Stage	Crescent City Stage	36,666.66	Visual Arts and Crafts Activities
	04/14/2025	2040	Guardians Institute	Guardians Institute	38,333.33	Performance and Traditional Practices
	04/14/2025	2044	George and Leah McKenna Museum of African American Art	Black Bayou Cultural Heritage & Economic Development Association	35,000.00	Visual Arts and Crafts Activities
	04/30/2025	ACH	Funky Town Festival Productions	2025 JazzAscona	47,500.00	Festival/Sponsorships
	05/12/2025	ACH	North American Song Competition Foundation	SE: 33rd Cutting Edge CE Conferences and Events	33,250.00	Performance and Traditional Practices
	05/16/2025	ACH	STEM NOLA	The Art and STEM of Mardi Gras 2025	23,750.00	Visual Arts and Crafts Activities
	05/16/2025	ACH	Five 24 Productions LLC	SE: 2025 NOLA MusiCon	28,500.00	Festival/Sponsorships
	05/16/2025	ACH	Louisiana Afro Indigenous Society	2025 New Orleans Juneteenth Festival	23,750.00	Festival/Sponsorships
	05/23/2025	ACH	F&L Organizational Support Services, Inc	True Blerd, LLC for Blerdfest! 2025	28,500.00	Festival/Sponsorships
	06/09/2025	ACH	Koats for Kids	Koats for Kids Drive and Songwriting Program	23,750.00	Performance and Traditional Practices
	08/12/2025	2154	Reconcile New Orleans, Inc	Culinary-Based Workforce Development for Opportunity Youth	38,333.33	Food Related Cultural Activities
	08/12/2025	2159	Krewe Of Nefertiti	Atenpalooza, Festival of Music, Food, Love and Peace	31,666.66	Performance and Traditional Practices
	08/12/2025	2158	Mélange Dance Company	Love Letters of World War II	28,333.33	Performance and Traditional Practices
	08/12/2025	2155	The Ogden Museum of Southern Art	Culture and Community Program	23,333.33	Visual Arts and Crafts Activities
	08/12/2025	2153	New Orleans Opera Association	New Orleans Opera Association Presents "Opera Fest"	48,333.33	Performance and Traditional Practices
	08/12/2025	2161	Intramural Theater	Intramural Theater's 2025 Season	25,000.00	Visual Arts and Crafts Activities
	08/12/2025	2164	Court 13 Arts	Gap Tooth Cinema	23,333.33	Visual Arts and Crafts Activities
D.Grants $20,001 - $49,999					**$ 991,433.27**	
E.Grants $50,000 and up						
	02/04/2025	ACH	Tennessee Williams/N.O.Literary Festival	Tennessee Williams/N.O.Literary Festival	60,000.00	Festival/Sponsorships
	03/10/2025	1926	Loyola University New Orleans	2025 New Orleans Entrepreneur Week	71,250.00	Festival/Sponsorships
	03/21/2025	ACH	FRENCH QUARTER FESTIVALS, INC.	French Quarter Festival	90,000.00	Festival/Sponsorships
	03/21/2025	ACH	New Orleans Jazz & Heritage Festival	New Orleans Jazz & Heritage Festival	90,250.00	Festival/Sponsorships
	04/14/2025	2039	New Orleans Culinary Hospitality Institute	New Orleans Culinary and Hospitality Institute (NOCHI)	65,000.00	Food Related Cultural Activities
	04/30/2025	ACH	Gentilly Festival	2025 Gentilly Festival	66,500.00	Festival/Sponsorships
	05/16/2025	ACH	Festivals for Good	2025 National Fried Chicken Festival	66,500.00	Festival/Sponsorships
	06/23/2025	ACH	The Louisiana Music & Heritage Experience, Inc,	2025 NOLA Funk Fest	52,250.00	Festival/Sponsorships
	07/11/2025	ACH	FRENCH QUARTER FESTIVALS, INC.	Satchmo SummerFest 2025	71,250.00	Festival/Sponsorships
E.Grants $50,000 and up					**$ 633,000.00**	
NOLA						

	08/11/2025	ACH	3090x3090 LLC	Venue Funding for the NOLAxNOLA - installments 1 & 2	133,333.33	Performance and Traditional Practices
Total for F. NOLA X NOLA					**$ 133,333.33**	
Total for Grants					**$2,647,125.66**	
			Sectors	**# of Awards**	**Amount Awarded**	**% of Total**
			Building Arts and Preservation	1	$ 9,750.00	0%
			Design and Web Cultural Activities	-	$ -	0%
			Festivals/Sponsorships	20	$ 928,999.05	35%
			Food Related and Cultural Activities	6	$ 133,659.99	5%
			Performance and Traditional Practices	272	$ 1,206,686.59	46%
			Visual Arts and Crafts	25	$ 355,531.03	13%
			Writing and Publishing	2	$ 12,499.00	0%
			Total Awards through August 27, 2025	**326**	**$ 2,647,125.66**	**100%**

EXHIBIT B

NEW ORLEANS TOURISM AND CULTURAL FOUNDATION'S PROPOSED GRANT SCORING MATRIX FOR 2026
(attached hereto)

NOTCF GRANT SCORING MATRIX

Name

SCORES 7.0 AND ABOVE ARE APPROVED

Section	Max Score	Weighted Score for section	Overall Weighting	Final Score
Community Impact	10	40%	0	0
Sustainability	10	30%	0	0
Finance	10	30%	0	0
Total				0

REF	COMMUNITY IMPACT	WEAK=0	AVERAGE=5	STRONG=10	WEIGHTING	AWARDED	OUTCOME
Q1	Economic Impact	No economic Impact which encourage local spend	Activity which will attract and encourage tourism and impacts to local cultural businesses	Multi-day activities that will encourage local spend and attract and encourage tourism; room blocks	25%		0
Q2	Cultural Impact	No cultural targets	Does not specifically contribute to strategic targets mentioned in NOTCF Economic Development Plan but has clear cultural aims	Contributes to strategic targets mentioned in NOTCF Economic Development Plan	25%		0
Q3	Addressing Social Inclusion - targeted groups: people with disabilities, black and minority ethnic groups, young people, people on low incomes, elderly people, LGBT	General community benefit	No specific group targeted but clear benefits for one or more targeted group	One or more groups targeted	10%		0
Q4	Community Capacity Building	Activities may result in individuals or organizations gaining more skills or confidence, but this is not an aim of the project or measured.	Knowledge, skills and/or structures of the group or organization are developed to enable it to play a stronger role within its community	Community is better able to identify and help meet their needs and to participate more fully in society	10%		0
Q5	Community Impact	Activity brings people together for personal benefit	Activity brings people together from different areas for no particular developmental purpose but in a way that creates a sense of community cohesion and belonging	Activity brings people together for the purpose of improving or developing their local community (geographical or community of interest)	10%		0
Q6	Partnership Working	Applicant evidences no partnership working or support from other organizations	Applicant can demonstrate support from one other organization	Applicant has involved or worked in partnership with multiple other organizations and has demonstrated this in the application	20%		0
Total							0

NOTCF GRANT SCORING MATRIX

REF	SUSTAINABILITY	WEAK=0	AVERAGE=5	STRONG=10	WEIGHTING	AWARDED	OUTCOME
Q1	Is there an appropriate management structure in place	No set structure	Chair, Secretary and Treasurer in place	Full structure and/or volunteers in place	20%		0
Q2	Does the organization have the capacity to manage the event?	No clear plans	Planning framework in place or evidence of previous experience (not both)	Planning framework in place and evidence of previous experience	20%		0
Q3	What are the barriers and challenges to the project?	Applicant has failed to evidence awareness of any potential difficulties or challenges and therefore has no contingency planning	Applicant has failed to evidence awareness of any potential difficulties, apart from funding, or challenges and therefore has no contingency planning	Applicant has identified potential barriers and challenges and has planned to deal with them	20%		0
Q4	How will the activity be monitored and evaluated	Applicant has no evaluation plan for project	Some targets and success measures are identified but largely quotative	Evaluation plan involves / gathers feedback from stakeholders	20%		0
Q5	How will the event be promoted?	No promotion or minimal promotion	Social Media and Radio Promotion	Social Media, Radio and Television Promotion	20%		0
	Total						0
REF	FINANCE	WEAK=0	AVERAGE=5	STRONG=10	WEIGHTING	AWARDED	OUTCOME
Q1	First time application/or organization has not received funding in the last 2 years	Repeat application for purpose which has received funding in the last two years	The organization has not received funding for this project previously although they may have received grant funding for other activities	First-time applicant	10.00%		0
Q2	Other Funding Resources	Not yet applied for / no clear fundraising plans	Applied/clear fundraising plans	Secured (through funding applications or fundraising)	40.00%		0
Q3	Measurement of financial impact	No clear measurement of financial impact	The organization has projected but no clear model in place in how to assess actual impact	Clear measurable benefit to the local economy - applicant has identified how to evaluate and measure the financial impact	40.00%		0
Q4	Type of Organization	For-Profit	For-Profit with Nonprofit focus	Nonprofit	10.00%		0
	Total				100.00%		0

2109

Calendar No. _____

Person Responsible for Routing: Brandye DeLarge Ext. 8-2587

CHECK SHEET FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall prepare a brief synopsis of the proposed ordinance, motion, or resolution and route this check sheet for signature along with: (1) a copy of the proposed ordinance, motion, or resolution; (2) the completed Legislative Summary form; and (3) any other document necessary for routing, as applicable (e.g., the Fiscal Note form, copy of proposed contract).

SYNOPSIS OF DOCUMENT

A motion to approve the Operating Budget of the New Orleans Tourism and Cultural Foundation for the year 2026. When actual funds are available, ordinances will be presented to the Council to secure spending authority.

DOCUMENT ROUTING (SIGNATURES)

1. Brandye DeLarge Digitally signed by Brandye DeLarge Date: 2025.09.22 17:05:04 -05'00'
   Department Head
2. Thomas W. Milliner Digitally signed by Thomas W. Milliner Date: 2025.09.23 10:29:14 -05'00'
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Sponsoring Council Member Initials

COUNCIL ACTION

Council Members Present: _____

Council Members Absent: _____

AMENDMENTS:

_____

_____

_____

_____

_____

_____

FINAL ADOPTION:

MOVED: _____

SECONDED: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

New Orleans Tourism and Cultural Foundation Ordinance adopts the New Orleans Tourism and Cultural Fundation, "Tourism and Cultural Economy Program", "Proposed Grant Scoring Matrix, and budget for 2026.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring November 30, 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,267

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE to approve rates for Slip Leases located on or over property owned by the City of New Orleans ("City") at the Municipal Yacht Harbor; to approve slip leases granted from the New Orleans Municipal Yacht Harbor Management Corporation ("MYHMC") to individual lessees pursuant to Section 2-928 of the Code of the City of New Orleans ("Code") beginning in 2026; and otherwise to provide with respect thereto.

WHEREAS, the City is the owner of riparian rights on immovable property on the shores of Lake Pontchartrain and in the Seventh District of the City, including what is known as the Municipal Yacht Harbor, more particularly including the facility managed by the MYHMC for the mooring of vessels in the navigable waters of Lake Pontchartrain above water bottoms administered by the City; and

WHEREAS, on July 17, 2006, the City entered into a lease with the MYHMC ("Lease") a copy of which is attached hereto as Exhibit A, in which all rights of the City as to the leased premises described therein were leased to MYHMC; and

WHEREAS, Section 8 of the lease provides that MYHMC may not sublease (referred to as making a "Lessee Grant") unless the MYHMC complies with Section 2-928 of the New Orleans City Code, and accordingly, said Lessee Grants have first been "approved by a duly adopted ordinance of the Council of the City of New Orleans"; and

WHEREAS, On November 14, 2019, the New Orleans City Council ("Council") authorized a form Slip Lease agreement (a copy of which is attached hereto as Exhibit B) for use by the City and MYHMC to lease individual slips within the Municipal Yacht Harbor; and

WHEREAS, a schedule of rental rates to be charged starting January 1, 2026, for such Slip Leases set by MYHMC and approved by the Council is needed prior to entering into any such Slip Leases; and

WHEREAS, this ordinance of the Council assists in fulfilling the obligations contained in Section 8 of the City/MYHMC Lease by approving the rates to be charged for Lessee Grants for Slip Leases, and authorizes the rental rates lessees are to be charged to enter into such Slip Leases; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Council approves the rental rates of the Lessee Grant for Slip Leases identified in Exhibit C (a copy of which is attached hereto.)

SECTION 2. That by means of this ordinance, the Council authorizes the City and MYHMC to enter Slip Leases under the rates set forth in the schedule of rental rates found in Exhibit C.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

LEASE AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS MUNICIPAL YACHT HARBOR MANAGEMENT CORPORATION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

2006-2015 124 06/30/06 [illegible]

BE IT KNOWN, that as of the 17th day of July, 2006, before me the undersigned Notary Public duly commissioned and qualified in and for the aforesaid jurisdiction, and in the presence of the undersigned witnesses, personally came and appeared:

> **THE CITY OF NEW ORLEANS** ("Lessor"), a municipal corporation, appearing herein through the Honorable C. Ray Nagin, Mayor, duly authorized by Ordinance No. 22229 M.C.S. dated May 25, 2006, as amended, a copy of which is attached hereto, and
>
> **NEW ORLEANS MUNICIPAL YACHT HARBOR MANAGEMENT CORPORATION** ("Lessee"), a Louisiana nonprofit public benefit corporation organized pursuant to the provisions of Louisiana Revised Statutes, Title 12, Section 201 *et seq.* and by Ordinance No. 7026, M.C.S., adopted January 18, 1979, appearing herein through C. Ray Nagin, its President, hereunto duly authorized,

who recite and declare under oath as follows:

WHEREAS, Lessor is the owner of the riparian rights on immovable properties on the shores of Lake Pontchartrain in the Seventh District of the City of New Orleans, and more particularly described as:

> That territory in the described in Act 209 of the General Assembly of the State of Louisiana, Session 1906, as amended in Act 9 of the General Assembly of the State of Louisiana, Session 1910, to wit: That portion of the protection or revetment levee bordering on Lake Pontchartrain, and lying between the west bank of the New Basin Canal on the east, and the prolongation of the boundary line between the parishes of Orleans and Jefferson on the west; all lands now lying under the waters of Lake Pontchartrain between the protection or revetment levee on the south; the west bank of the New Basin Canal on the East, the prolongation of the boundary line between the parishes of Orleans and Jefferson on the west and a line drawn parallel to and in front of said protection or revetment levee, a distance of fifteen hundred feet therefrom on the north; all lands now lying under the waters of Lake Pontchartrain in the rear or south of the aforesaid protection or revetment levee on the north, the shore of Lake Pontchartrain on the south and the lands belonging to private persons on the east and west, less and except:
> That portion of the hereinabove described territory transferred by the City of New Orleans to the Board of Levee Commissioners of the Orleans Levee District in accordance with Ordinance No. 1789 M.C.S., passed November 5, 1959.

NOW, THEREFORE, Lessor and Lessee hereby enter into this Lease Agreement ("Lease Agreement") on the terms and conditions more fully set forth hereinafter.

1. *Leased Premises.* Lessor hereby leases to Lessee the hereinabove described immovable property, located in the Parish of Orleans, together with all of the buildings, improvements and component parts thereof and all rights, ways, privileges, servitudes, prescriptive rights and advantages thereunto belonging or in anywise appertaining (the "Leased

Premises").

2. *Lease Term.* This Lease Agreement shall be for a term of ninety-nine (99) years, commencing on the date of this Lease Agreement.

3. *Rent.* As consideration for this Lease Agreement, Lessee shall pay to the General Fund or such other funds of Lessor as may now be or hereafter be required by the restrictions imposed by Act No. 209 of the 1906 Louisiana Legislature, as amended by Act No. 9 of the 1910 Louisiana Legislature, as the same may be hereinafter amended, and the terms and conditions of any bond issue and the indenture agreements related thereto, now outstanding or that may hereafter may be outstanding relating to the Leased Premises or any portion thereof, an annual rental of $1.00, plus any and all receipts derived from the operations of Lessee or any activity, including rents, paid to Lessee from any subleases or management agreements granted by Lessee on all or any portions of the Leased Premises, less and except: (a)those operating expenses of and paid by Lessee incurred in connection with the administration of this Lease Agreement, (b) any payments by Lessee of bonded indebtedness incurred by Lessor or Lessee prior to the date of this Lease Agreement or subsequent hereto related to the Leased Premises or any portion thereof or (c) otherwise incurred or to be incurred by Lessee in connection with the Leased Premises or any portion thereof pursuant to Lessee's annual budget, whether operating or capital, as approved by the Council of the City of New Orleans in accordance with its Articles of Incorporation and the Home Rule Charter of the City of New Orleans.

4. *Additional Consideration.* As additional consideration for this Lease Agreement, Lessee shall maintain the improvements and component parts now or hereafter located on the Leased Premises during the full term of this Lease at no cost or expense whatsoever to Lessor, including the expenses of repairs rendered necessary by unforeseen events and decay.

5. *Operating Expenses.* Operating expenses of the Leased Premises, including specifically but not by way of limitation, taxes, insurance, licenses and permits, salaries, advertisement and reasonable accounting and legal fees, shall be paid by Lessee.

6. *Utilities.* The cost of all utilities and any construction to provide utilities to service the common areas of the Leased Premises shall be borne by Lessee.

7. *Lessee Obligations Generally.* Lessor shall not have any liability for any debts or obligations of Lessee except as may otherwise be expressly agreed by Lessor.

8. *Sublease, Assignment and Liens.* Lessee shall not: (a) sublease all or any portion of the Leased Premises; (b) grant any full or partial assignments of this Lease Agreement; (c) grant any full or partial liens in this Lease Agreement or the Leased Premises; or (d) enter into any other agreements with respect to the use or occupancy of the Leased Premises (a,b,c & d collectively, "Lessee Grant(s)") without the written consent and approval of Lessor of the documents constituting the Lessee Grant. No Lessee Grant shall be awarded or let by Lessee unless it complies with the requirements of Section 2-928 the New Orleans City Code and, accordingly, shall have first been approved by a duly adopted ordinance of the Council of the City of New Orleans, except to the extent that any such Lessee Grant may have been required or contemplated by the terms of a Lessee Grant previously consented to by the Lessor and approved by an ordinance of the Council of the City of New Orleans.

9. *Insurance.* During the term of this Lease Agreement, Lessee shall maintain or cause to be maintained insurance against loss by fire and other risks which are covered by the broad form of extended coverage endorsement for no less than 100% of the replacement value of the improvements belonging to Lessee and/or Lessor located from time to time on or constituting a component of the Leased Premises, naming the Lessor as an additional named insured.

Additionally, Lessee or its sublessees may provide or cause to be provided general liability coverage protecting and indemnifying Lessor and Lessee against any and all claims for damages to persons and property, and for the loss of life in or about any portion of the Leased Premises, such insurance to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) combined single limit, per occurrence, and not less than Two Million Dollars

($2,000,000.00) in the aggregate (the "CGL Policy"), with an umbrella excess liability policy in the amount of not less than Fifteen Million Dollars ($25,000,000) per occurrence and in the aggregate or in such amounts as Lessor and Lessee may reasonably agree from time to time (the "Umbrella Policy"). The CGL Policy and Umbrella Policy shall name Lessor as an additional insured. Lessor shall have the right, but not the obligation, to increase the amount of required insurance from time to time so as to assure that the coverage provided at all times is economically equivalent to the foregoing amount. All such insurance shall be provided by insurers authorized to do business in Louisiana having an A.M. Best rating of "A-" or better. In the event that Lessee shall pay for any such policy(ies) of insurance, the premiums and other charges and imposts related thereto shall be deducted from any sums that may then or thereafter be due as Rent under paragraph 3 of this Lease Agreement.

10. *Subrogation.* The parties hereto waive subrogation as against each other for any and all loss or damage to property constituting a part of Leased Premises a result of the error, negligence or inadvertent omission of their respective agents and employees. Lessor also waives all rights of subrogation as against any subtenant under any sublease that has been approved by Lessor, if in any such sublease, Lessee waives rights of subrogation against the subtenant and the subtenant waives rights of subrogation against Lessee and Lessor. In that case, the Lessee's waiver of subrogation will be binding on Lessor to the same extent that it is binding on Lessee.

11. *Hold Harmless.* Lessee assumes responsibility for the condition of the Leased Premises and agrees to hold Lessor harmless from any liability arising from injury to persons or damage or to property in or about the Leased Premises. Thus, Lessee agrees to indemnify, defend, reimburse and hold harmless Lessor and its respective employees, agents, successors, or assigns from and against any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, losses, costs, liabilities, interest, reasonable attorneys' fees and court costs, arising out of or in any way connected with the condition of the Leased Premises from time to time, including without limitation the presence of hazardous materials placed upon, about or beneath the Leased Premises. The provisions of this Section shall survive the expiration or earlier termination of this Lease Agreement.

12. *Environmental.* Lessee shall not cause, permit or suffer any hazardous materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof by Lessee, its agents, employees, contractors, tenants, invitees or any other person whomsoever in violation of applicable Environmental Law. Lessee shall not cause, permit or suffer the existence or commission by Lessee, its agents, employees, contractors, tenants, invitees or any other person under the control or direction of Lessee, of a violation of any of the Environmental Laws upon, about or beneath the Leased Premises or any portion thereof. Lessee shall obtain, or cause to be obtained, at no expense to Lessor, any and all permits necessary or required under the Environmental Laws in connection with or arising out of Lessee's use of the Leased Premises. If Lessee shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of any of the Environmental Laws in connection with the Leased Premises or past or present activities of any person thereon, then Lessee shall deliver to Lessor within ten (10) days of receipt of such notice or communication by Lessee, a copy of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of the Lessor to defend or otherwise respond to any such notification.

13. *Lessor Inspection.* Lessor shall have the right, but not the duty, to enter upon and conduct an inspection of the Leased Premises at any reasonable time and without undue interference with the business operations thereon to determine whether Lessee is complying with the terms of this Lease, including but not limited to the compliance of the Leased Premises and activities thereon with Environmental Laws and the existence of hazardous materials thereon. Lessor shall also have the right at all reasonable times to inspect the books and records of Lessee.

14. *Notices.* All notices required or permitted by this Lease Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, or via recognized overnight courier, to the following addresses, or to such other addresses as either party may designate to the other party in writing:

If to Lessor: City of New Orleans
Department of Real Estate and Records
City Hall, Room 5W07
1300 Perdido Street
New Orleans, Louisiana 70112
Attention: Director

with copy to City Attorney
City Hall, Room 5EO3
1300 Perdido Street
New Orleans, Louisiana 70112

If to Lessee: New Orleans Municipal Yacht Harbor Management Corporation
_____
_____
New Orleans, Louisiana 701___
Attention: _____

Notice delivered via certified mail shall be deemed delivered on the earlier of the date the notice is actually received (as evidenced by the return receipt) and the date which is three (3) days after such notice is deposited in the U.S. mail, postage prepaid. Notice delivered via overnight courier shall be deemed delivered on the date following the date such notice is delivered to the overnight courier for delivery to a party hereto.

THUS DONE AND PASSED in the City of New Orleans, Parish of Orleans, State of Louisiana, written in the presence of two competent witnesses, who hereunto sign their names together with Lessor and Lessee and me, Notary, after a due reading of the whole.

WITNESSES:

Victoria Trevigne

Althea Washington Barge

CITY OF NEW ORLEANS

BY: _____
C. RAY NAGIN
MAYOR

NEW ORLEANS MUNICIPAL YACHT HARBOR MANAGEMENT CORPORATION

BY: _____
C. RAY NAGIN
PRESIDENT

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

NOTARY

Paul E. Ramoni, Jr.
Notary Public, Parish of Orleans
Bar No. 11091
My Commission Expires at My Death.

G:\Inhouse\LWINHSE\PER\KATRINA MISCELLANEOUS\NEW ORLEANS MUNICIPAL YACHT HARBOR\NOMUYLEASE EXECUTION COPY.rtf

New Orleans Municipal Yacht
Harbor Management Corporation

SLIP LEASE AGREEMENT

1. AGREEMENT:

This Slip Lease Agreement (herein "Agreement") is entered into on the _____ day of _____, 20___ ("Effective Date") by and between the New Orleans Municipal Yacht Harbor Management Corporation ("Landlord"), a public benefit corporation of the City of New Orleans, and the following individual or entity ("Tenant"):

Check one:

☐ Individual Tenant
Print Name:_____
Mailing Address (not a post office box):
_____
_____
_____
E-Mail Address:_____
Telephone Contact Number: _____

☐ Legal Entity
Print Name of Entity: _____
Name of Individual Authorized to Represent Tenant:
_____
Mailing Address (not a post office box):
_____
_____
_____
E-Mail Address:_____
Telephone Contact Number: _____

Tenant shall provide Landlord written notice of any change that would make the above information inaccurate or incomplete within ten (10) days of such change, and Landlord shall be entitled to rely on the above information until it has been provided with such written notice of any change. If Tenant is a legal entity, as indicated above, such entity shall be in good standing with the State of Louisiana and the Individual Authorized to Represent Tenant, as indicated above, shall be the only person authorized to act on behalf of Tenant with respect to Landlord or this Agreement, and Landlord shall be authorized to rely on the representations, consents and any other actions of the Individual Authorized to Represent Tenant as the acts of Tenant. If the Vessel described below is co-owned by multiple individuals, (1) each of the co-owners shall be a Guarantor as provided in Section 5(e) below; (2) the Individual Tenant listed above must (a) have an ownership interest in the Vessel, (b) be authorized to act on behalf of all co-owners with respect to Landlord and this Agreement, and (c) be the *only* person authorized to act on behalf of all co-owners with respect to Landlord or this Agreement, and (3) Landlord shall be authorized

to rely on the representations, consents and any other actions of the Individual Tenant listed above as the acts of Tenant.

2. LEASED PREMISES:

(a) The leased premises described below are part of an overall facility managed by Landlord for the mooring of vessels in the navigable waters of Lake Pontchartrain, Louisiana above water bottoms administered by the City of New Orleans pursuant to a right of administration granted by the State of Louisiana; such property is known generally as the Municipal Yacht Harbor ("Municipal Yacht Harbor"). The "East Side" of Municipal Yacht Harbor is located at municipal address 103 N. Roadway St., New Orleans, LA 70124, and the "West Side" of Municipal Yacht Harbor is located at municipal address 401 N. Roadway St., New Orleans, LA 70124. If available, the current location, slips and general boundaries of the Municipal Yacht Harbor may be depicted on a diagram or sketch annexed hereto and made a part hereof as **Exhibit A**. Landlord has the right to enlarge, reduce, alter, modify or change any aspect of the Municipal Yacht Harbor whatsoever in its sole discretion, provided only that the ability of a vessel moored in the leased premises described below to have uninterrupted access to and from Lake Pontchartrain shall not be discontinued or materially adversely impeded for a period in excess of ten (10) days unless such lack of access is for reasons beyond the control of Landlord as more specifically discussed below.

The leased premises pursuant to this Agreement (herein "Leased Premises" or "Slip") shall be that space in the waters of the Municipal Yacht Harbor designated as Slip Number _____.

(b) Subject to all of the terms and provisions of this Agreement and all rules and regulations that may be established by Landlord with respect to the Municipal Yacht Harbor or any part or portion thereof or any aspect of the maintenance, operation or functioning thereof, this Agreement shall include the following additional rights. This Agreement affords the Tenant the right to utilize the finger piers and piers necessary for ingress and egress to said Slip and to secure the vessel subject to this Agreement in a reasonable fashion to the moorings associated with that Slip. Tenant shall have no right to construct or place any structure or other property on the finger piers or piers, including, without limitation, a dock box or other storage container. This Agreement also includes a right of reasonable ingress and egress through all entrances to the Municipal Yacht Harbor, over and across the finger piers and piers, to the Slip.

(c) Condition of Premises. Tenant accepts the Leased Premises in its "AS-IS" condition as of the Lease Commencement Date, in accordance with the following:

i. TENANT HAS HAD FULL OPPORTUNITY TO CONDUCT, AND HAS CONDUCTED, SUCH INVESTIGATIONS AND EXAMINATIONS OF THE LEASED PREMISES AS TENANT HAS DEEMED FIT.

ii. TENANT HEREBY (1) ACCEPTS THE LEASED PREMISES "**AS-IS, WHERE-IS**" IN THEIR PRESENT CONDITION AS OF THE EFFECTIVE DATE AND WITHOUT ANY WARRANTY OF SAFE BERTH OR SAFE ACCESS THERETO, (2) EXPRESSLY WAIVES ALL WARRANTIES UNDER LOUISIANA LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTIES UNDER CIVIL CODE ARTICLES 2696 AND 2697, THAT THE LEASED PREMISES ARE SUITABLE FOR THE PURPOSES FOR

WHICH THEY ARE LEASED OR THAT THE LEASED PREMISES ARE FREE OF VICES OR DEFECTS THAT PREVENT THEIR USE FOR SUCH PURPOSES (INCLUDING WITHOUT LIMITATION VICES OR DEFECTS IN THE LEASED PREMISES THAT ARISE AFTER THE DELIVERY OF THE LEASED PREMISES TO TENANT) AND (3) FULLY AND FOREVER RELEASES, RELIEVES, DISCHARGES AND ACQUITS LANDLORD FROM ANY AND ALL CLAIMS FOR ANY LOSS CAUSED BY OR RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN ANY MANNER, ANY ASPECT OF THE PAST, PRESENT OR FUTURE PHYSICAL CONDITION OR STATE OF THE LEASED PREMISES. THE SOLE EXCEPTIONS TO THE FOREGOING PROVISIONS ARE THOSE REPRESENTATIONS AND WARRANTIES OF LANDLORD, IF ANY, SPECIFICALLY SET FORTH ELSEWHERE IN THIS AGREEMENT AND ANY LIMITATIONS ON THE FORGOING PROVISIONS THAT ARE IMPOSED UNDER APPLICABLE LAW.

iii. TENANT ACKNOWLEDGES THAT THIS WAIVER OF WARRANTIES HAS BEEN CALLED TO HIS/HER ATTENTION, THAT THIS WAIVER OF WARRANTIES IS ESSENTIAL TO THIS AGREEMENT, AND THAT THE LANDLORD WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT TENANT AGREEING TO THIS WAIVER.

INITIALS
OF TENANT:
_____

3. <u>VESSEL</u>:

(a) Subject to all applicable requirements, terms, conditions and covenants set forth herein, this Agreement allows the Tenant to utilize the Leased Premises solely for the purpose of mooring the following vessel (hereinafter the "Vessel"):

Name of Vessel:_____
Federal or State Registration Number:_____
Length Overall:_____
Beam:_____
Draft:_____
Manufacturer:_____
Year of Construction:_____
Primary Use of Vessel:_____
*Please attach a photo of the Vessel to this Agreement

The Leased Premises shall not be used by Tenant to moor any vessel other than the Vessel and an approved dinghy appurtenant to the Vessel.

(b) Tenant agrees to maintain such vessel registration and documentation as is required by law as to the Vessel and to provide to Landlord proof of U.S. documentation and/or, as applicable, a current Louisiana state registration certificate immediately upon request. The vessel registration number shall be affixed to the Vessel in the manner specified by the United

States Coast Guard or the state of registration. Failure to register as specified above shall constitute a violation of this Agreement.

4. TERM: The term of this Agreement (hereinafter "Term") shall be for one year or less, for the period commencing the _____day of _____, 20____ (the "Lease Commencement Date") and ending on the_____day of _____, 20____.

Notwithstanding anything to the contrary herein, Landlord may suspend or terminate this Agreement in the event that repairs, renovations, alterations, modifications or changes with respect to any aspect of the Municipal Yacht Harbor make such suspension or termination necessary, as determined by Landlord in its sole discretion.

Tenant shall have no right of extension or renewal of this Agreement or the Term hereof. Subject to the foregoing, if the Term is for one year and Tenant wishes to renew this Agreement, Tenant may submit a written request for renewal to Landlord 30 days prior to the expiration of the current Term of this Agreement. Landlord may, in its sole discretion, agree to renew this Agreement for additional one-year terms, in which case Landlord may change, revise, amend and/or add additional terms and conditions to this Agreement, including but not limited to increasing the Rent and other charges imposed and changing the insurance requirements under this Agreement.

5. RENT:

(a) In accordance with Boat Slip Rates for Municipal Yacht Harbor approved by the New Orleans City Council, Tenant shall pay to Landlord, as rent for the Leased Premises, in advance, quarterly on January 1, April 1, July 1 and October 1 (the "Rent Payment Dates"), a sum of $____ _____ (the "Rent"). If the Lease Commencement Date falls on a date other than January 1, April 1, July 1 or October 1, Tenant shall pay to Landlord on or before the Lease Commencement Date the portion of the Rent prorated for the period from the Lease Commencement Date to the next Rent Payment Date. For example, if the Lease Commencement Date is March 1 and the Rent is $600.00, then Tenant owes $200.00 on or before March 1 for Rent for the period March 1 to April 1. Then, on April 1, Tenant will owe $600.00, and on the following July 1, Tenant will owe $600.00 and so forth for a total annual rent of $2,400.00. The Rent includes 3% City Sales Tax. The Leased Premises shall have access to ☒ water ☒ electricity and/or ☒ a dock box if the foregoing boxes are checked. The Leased Premises' utilities are not separately metered. The cost of water is included within the Rent. If Tenant has access to the harbor's electrical system, Tenant will be charged a fixed rate based on average annual electricity consumption of the Marina. Charges will be proportionally billed based on slip length and status (e.g. "Live Aboard", "Commercial", etc.). Tenants moving in for a portion of a quarter will be charged based on a proration of the charges for a similar slip; Tenants vacating during a quarter will be charged based on a proration of their actual charges in the previous period. These charges are in addition to the Rent and due along with the Rent and paid in the same manner as the Rent. Tenant shall secure the dock box lid and maintain the power pedestal, if same are provided to Tenant. Tenant shall be liable for any damage that results from failure to secure the dock box or maintain the power pedestal.

(b) If this Agreement is for a Term of less than one (1) year, Tenant shall pay $**N/A** _____per ☐ night ☐ week or ☐ month, to be paid in full in advance based on the number of days, weeks or months included in the Term indicated in Section 4 above, and the Agreement shall automatically terminate at the end of the Term with no right of extension or renewal.

(c) A $25.00 late fee (herein "Late Fee") shall be charged on the outstanding account balance for any amounts remaining due 10 days after the due date. Thereafter, interest shall accrue at a rate of 12% per annum on both overdue Rent and on any Late Fee, which amount (the total of Rent, Late Fees and interest) shall be compounded annually until all of the outstanding Rent, Late Fees and interest as compounded, shall have been paid.

(d) Payments of all types (including without limitation for Rent and Late Fees) may be paid to Landlord via check by mail addressed to Landlord at the notice address below, or via direct deposit from checking or by credit card automatic payments. Tenant shall be responsible to pay a convenience fee of _____ per payment if paid by credit card, and keep on file with Landlord current information on its bank and means of electronic transfer, or credit card account information if Tenant will make any payments via automatic draft. If Landlord's request for payment is rejected for any reason by any bank or credit card company, Tenant shall be responsible to pay a fee of $50.00 in addition to the Rent and any Late Fee. Landlord reserves the right to require Tenant to utilize a specific payment method, including but not limited to automatic draft or any form(s) of electronic and/or automatic payment, upon providing thirty (30) days' prior written notice to Tenant.

(e) All entities and individuals having any ownership interest whatsoever in the Vessel are required to join as "Guarantors" hereunder, subject to the terms and provisions set forth herein. If there are any Guarantors, the following box ☐ shall be checked. If there are any Guarantors, complete information regarding each Guarantor, identical to the information provided with respect to Tenant under Section 1 hereof, must be provided as part of **Exhibit B** annexed and made a part hereof, and must be executed by each Guarantor. Regardless of the status of any Guarantor as a co-owner of the Vessel, all Guarantors hereby agree that the sole Tenant under this Agreement is the Tenant identified in Section 1 above. Guarantors shall provide Landlord written notice of any change that would make the above information or the information in **Exhibit B** inaccurate or incomplete within ten (10) days of such change, and Landlord shall be entitled to rely on the above information and the information in **Exhibit B** until it has been provided with such written notice of any change. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant hereunder.**

6. REPLACEMENT VESSEL: In the event that Tenant wishes to sell, donate or otherwise dispose of the Vessel and substitute in its place another vessel (hereinafter the "Replacement Vessel"), then Tenant must give Landlord written notice ten (10) days prior to the said sale, donation or disposal of the Vessel and then, within sixty (60) days after the said sale, donation or disposal give Landlord written notice as to the name and description (same information as provided in Section 3 above) of the Replacement Vessel, together with the Louisiana state registration or federal documentation for the Replacement Vessel, proof of insurance on the Replacement Vessel and a photo of the Replacement Vessel. Ownership as to the Replacement Vessel must be the same as to the Vessel. If ownership differs or if the notices required by this provision are not timely delivered to Landlord, this Agreement shall terminate automatically and without notice from Landlord thirty-one (31) days after the sale of the Vessel.

Landlord, in its sole discretion, reserves the right to determine whether such Replacement Vessel is of a size appropriate to the assigned Slip. If Landlord determines that the Replacement Vessel is not of a size appropriate to the assigned Slip, Landlord may terminate this Agreement and, if Tenant wishes, place Tenant on any waiting list for slips, if such a list is maintained by Landlord at that time. The proposed Replacement Vessel shall not be moored in the Slip unless and until Landlord approves the Replacement Vessel and gives written notice thereof to Tenant. Effective as of the date of the giving of such notice, the Replacement Vessel shall constitute the "Vessel" for all purposes under and in connection with this Agreement.

7. **USE:** The Leased Premises are to be used solely for the purpose of the mooring of and access to and from the Vessel, as described in Sections 2 and 3 above, and in accordance with the following requirements and also the Harbor Rules and Regulations described in Section 12 below.

(a) Tenant shall do nothing that tends to injure, or depreciate the Leased Premises or the Municipal Yacht Harbor, or that is illegal or prohibited by any law, ordinance, rule or regulation of any applicable public authority, or that is noxious, a nuisance or disturbs the quiet enjoyment of other tenants.

(b) Tenant agrees that it will not do or keep anything in or about the Vessel, the Leased Premises or the Municipal Yacht Harbor which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies from companies and on terms acceptable to Landlord. If any act or omission by Tenant shall cause the rate of fire, hazard or other insurance for the Municipal Yacht Harbor to be increased beyond the minimum rate which would be applicable for the use or purposes herein described, Tenant will pay the amount of such increase within thirty (30) days after demand therefor by Landlord.

(c) The Vessel must be owned solely by Tenant and Guarantors; any and all parties with any ownership interest in the Vessel must be Guarantors hereunder. Tenant shall not transfer any partial ownership interest in the Vessel to any third party unless Tenant provides ten (10) days prior written notice to Landlord and the purchaser joins as a "Guarantor" hereunder by executing **Exhibit B** annexed and made a part hereof. For purposes of clarification, this subparagraph (c) does not pertain to subleases and assignments, which are governed by Paragraph 10 below.

(d) Individual Tenants and Guarantors shall provide proof of their permanent residence upon request by Landlord. If Tenant intends to use or permit the Leased Premises or the Vessel to be used as a residence or for overnight occupancy for more than fifteen (15) nights in a calendar month (a "Live Aboard"), the following box ☐ shall be checked and **Exhibit C** shall be filled out, signed and attached hereto.

(e) Possession of contraband items or substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license and unlawful weapons are prohibited on the Vessel, the Leased Premises and the Municipal Yacht Harbor. Landlord has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard, and will grant such agencies access to the facilities of Landlord for lawful pursuit of their enforcement responsibilities. The arrest of Tenant or Tenant guest(s) or crew by any agency for suspected

offenses covered by this provision may result in termination of the Agreement prior to final legal disposition.

(f) Gasoline and other petroleum products (other than properly stored fuel for the Vessel), explosive and incendiary items (other than United States Coast Guard-approved distress flares and/or propane or alcohol stoves), and hazardous materials, including environmental hazards and sewage (other than in dedicated holding tanks), may not be stored in the Vessel, on the Leased Premises, in the water or elsewhere in the vicinity of the Municipal Yacht Harbor. Such material, if found unattended may be removed and disposed of by the Landlord at Tenant's expense.

8. SECURITY DEPOSIT: Landlord may, in its discretion, require Tenant to pay a security deposit. If so, contemporaneously with the execution of this Agreement, Tenant shall provide to Landlord a deposit (the "Security Deposit") in the amount of one quarterly Rent payment, totaling $_____, the receipt and sufficiency of which is hereby acknowledged by Landlord. The Security Deposit shall not be considered to be any manner or form of advanced payment of Rent in any respect, and Tenant's providing the Security Deposit shall not relieve it in any respect from its full and punctual obligations for the payment of Rent in all respects. In the event of Default on the part of Tenant hereunder, the Security Deposit may be applied by Landlord toward the satisfaction of any obligations owed by Tenant to Landlord with respect to said Default, and/or toward the payment of any damages that Tenant may owe to Landlord on account of such Default. If any portion of the Security Deposit is so applied by Landlord during the Term, Tenant shall be obligated thereafter, within ten (10) business days after written notice from Landlord to Tenant requesting same, to provide additional funds as part of the Security Deposit in the amount necessary to restore the funds being held by Landlord as the Security Deposit to the full original amount of the Security Deposit stated in the first sentence of this Section 8. If Tenant is not in Default at the expiration or sooner termination of this Agreement, then within thirty (30) days after the expiration or sooner termination of this Agreement, Landlord will return the portion of the Security Deposit to which Tenant is entitled, pursuant to applicable provisions of law. No interest will accrue on the Security Deposit, and Landlord will not be required to keep the Security Deposit in a separate account.

9. TENANT'S CONTRACTORS: Vessel Repairs and Maintenance are governed by and shall at all times comply with the then-applicable Harbor Rules and Regulations, the current version of which is attached as **Exhibit D** hereto. Tenant shall not permit any contractor, or said contractor's workers and laborers, to enter the Municipal Yacht Harbor unless said contractor has provided Landlord with a certificate of insurance which demonstrates general liability insurance coverage with a combined single limit of at least One Million and No/100 ($1,000,000.00) Dollars per occurrence, and Two Million and No/100 ($2,000,000.00) Dollars aggregate protecting Landlord (as an additional insured) against personal injury or death, bodily injury and property damage, as well as worker's compensation coverage in the amounts required by law. Landlord, in its sole discretion, may prohibit a contractor, or said contractor's workers and laborers, from entering the Municipal Yacht Harbor, should said contractor fail to comply with or misrepresent that it has complied with Landlord's insurance requirements. Tenant agrees to only use contractor or service personnel approved by Landlord prior to the beginning of any work as provided by the then-applicable Harbor Rules and Regulations. Violation of these requirements shall be a sufficient basis for Landlord to immediately terminate the Agreement.

Contractors' insurance policies shall include an appropriate endorsement making the Landlord, City of New Orleans, and their officers, agents and employees additional insureds under such policies. Contractors' insurance shall apply as non-contributory and Primary Insurance before any other insurance or self-insurance, or deductibles, and waive subrogation in favor of the City of New Orleans and Landlord.

10. SUB-LEASING AND ASSIGNMENT: Tenant shall not assign this Agreement or any interest hereunder, nor sublease nor allow any other person or entity to occupy or use any or all of the Leased Premises without the prior written consent of Landlord, in Landlord's sole discretion. Landlord shall approve an assignment of the Agreement if the Vessel is transferred to an Individual Tenant's spouse, sibling, child, parent or legatee(s). If Landlord approves a sublease or assignment, Tenant shall pay a transfer fee of $_____. The legal status or form of Tenant, if Tenant is a legal entity, shall not be changed from its present state without the prior written consent of Landlord, in Landlord's sole discretion, in violation of which any such change shall constitute a prohibited transfer of this Agreement. A transfer of any ownership interest in Tenant, if Tenant is a legal entity, without the prior written consent of Landlord, in Landlord's sole discretion, shall for the purpose hereof constitute a prohibited transfer of this Agreement. Even in the event of a permitted assignment or sublease hereunder, Tenant shall not be released from its liabilities under this Agreement, and Tenant shall at all times remain liable for the payment of Rent herein and for compliance with all of the other obligations of the Tenant under the Agreement, unless Landlord specifically so provides otherwise in writing. If Tenant fails to obtain the prior written consent of Landlord for a sublease or assignment as provided for herein, Tenant shall pay to Landlord 50% of any increase in Rent paid by the sublessee or assignee as damages under this Section 10, in addition to all other rights and remedies for such violation that may be available to Landlord.

11. LEASEHOLD IMPROVEMENTS: Tenant shall make no improvements in or about the Leased Premises without the prior written authorization of Landlord, in its sole discretion. At the commencement of, during the Term, and upon expiration, and/or termination of this Agreement, the title to any and all improvements placed on or about the Leased Premises by Tenant with Landlord's consent are and shall remain vested in Landlord without any obligation to make any payment to Tenant. However, if such improvements were not authorized by Landlord as provided herein, Landlord may have such improvements removed from the Leased Premises at Tenant's expense.

12. RULES AND REGULATIONS:

(a) Landlord may establish and amend rules and regulations concerning the use of and behavior in the Municipal Yacht Harbor, including without limitation the boat mooring area within the Leased Premises (herein the "Harbor Rules and Regulations"). A copy of the current Harbor Rules and Regulations is attached as **Exhibit D** hereto and shall be maintained and posted in the office of Landlord. Tenant, together with all of Tenant's invitees, shall comply with all such Harbor Rules and Regulations. Tenant acknowledges receipt of the Harbor Rules and Regulations in force at the time of the signing of this Agreement. Any amendments to the Harbor Rules and Regulations shall be made by the Board of Directors of Landlord after posting notice of the proposal to amend fourteen (14) or more days in advance in the same fashion Landlord's Board of Directors utilizes to publish notice of the meeting at which it votes on the amendment. Any amendment shall become effective when approved by the Board of Directors

of Landlord. The Harbor Rules and Regulations are generally available on Landlord's website at: https://nomunicipalharbor.com/uploads/UpdatedHarborRulesandRegulations.pdf.

(b) Tenant agrees to comply with all federal and state statutes and regulations, and all laws, ordinances and codes of the City of New Orleans, including without limitation all such statutes, regulations laws, ordinances and codes relating to the use of the Municipal Yacht Harbor.

(c) Tenant shall further comply with all other measures and procedures as may be promulgated by Landlord from time to time for purposes of safety and security in and around the Municipal Yacht Harbor, including without limitation use of key codes or magnetic entrance cards or other scans or methods or devices that relate to safety and security in any manner, including without limitation, limitations of ingress to and egress from the Municipal Yacht Harbor.

(d) Tenant further acknowledges and consents to any and all measures relating to the monitoring or regulation of activities within the Municipal Yacht Harbor, including the use of security cameras to monitor activities within the Municipal Yacht Harbor.

(e) Failure to comply with any obligation under this Section 12, including without limitation, the obligation to comply with all of the Harbor Rules and Regulations, as amended from time to time, all federal and state statutes and regulations, and all laws, ordinances and codes of the City of New Orleans and all measures and procedures as may be promulgated by Landlord from time to time for purposes of safety and security in and around the Municipal Yacht Harbor shall constitute a Default hereunder. Notwithstanding any other provision in this Agreement, as to any violation of Harbor Rules and Regulations identified therein as "Hazardous Behavior," Landlord may terminate this Agreement without any prior notice or opportunity to remedy or cure.

13. INSURANCE:

(a) Tenant agrees to maintain in full force and effect at the sole cost of Tenant the insurance described in this provision, which insurance at all times shall be placed with a B+ or better rated insurance company. The insurance so maintained by Tenant shall be public liability and property insurance in the form of an "all risk" marine hull insurance policy covering the actual cash value of the Vessel and liability to third parties for damage, injury or death, including coverage for pollution and wreck removal (in the form of P&I and hull coverage, or equivalent acceptable to Landlord). The liability limits of such insurance shall be no less than $500,000 per occurrence or higher as required by Landlord. The policy of insurance must include Landlord and the City of New Orleans as additional insureds. The liability coverage shall provide coverage for injury or death to persons and damage to property occurring anywhere in the Municipal Yacht Harbor caused by an act or omission of Tenant, its officers, agents, employees, contractors or persons, firms or corporation otherwise associated with Tenant, or arising out of or relating to Tenant's use of the Leased Premises. Notwithstanding any of the foregoing, Landlord reserves the right to increase or modify the amounts and types of insurance coverage that must be provided by Tenant upon sixty (60) days' prior written notice to Tenant.

(b) Tenant shall be responsible for all deductibles under all circumstances. The policy must provide for thirty (30) days written notice to Landlord and the City of New Orleans in advance of

any cancellation or termination of the policy. The policy shall provide that the insurer waives subrogation against Landlord and the City of New Orleans. The policy shall provide that it is primary for all assureds, including additional insureds, as to any insurance that might otherwise be called upon to contribute in any fashion. Prior to the execution of this Agreement, Tenant must provide to Landlord a certificate of insurance and declarations page demonstrating that all coverage required by this provision is in place. Thereafter, Tenant shall be responsible, without further notice from Landlord, to furnish Landlord with a replacement certificate of insurance no less than ten (10) days prior to the expiration of any such policy and a certificate of insurance as to a Replacement Vessel within sixty (60) days after the sale of the Vessel (and, in any event, before a Replacement Vessel is placed in the Slip subject to this Agreement), which certificate shall demonstrate that the coverage required by this provision is in place; and any failure by Tenant to comply with this requirement within the time limit provided shall be grounds for Landlord to immediately terminate this Agreement, without prior notice or opportunity to remedy or cure.

14. RELEASE AND INDEMNIFICATION:

(a) Tenant hereby agrees to indemnify, hold harmless, and defend (collectively the obligation of "Indemnity"), at Tenant's sole cost and expense, the City of New Orleans and Landlord and their affiliated and associated companies and all of their former and present and future owners, members, shareholders, partners, officers, directors, contractors, agents, employees, customers, guests, invitees and representatives (collectively the "Indemnified Persons") from and against any and all claims, allegations, demands, actions, causes of action, liens, lawsuits or other proceedings, rights or liabilities (collectively the "Claims") for any injury, loss, cost, fees, expense, harm, damage, liability, compensation or other remuneration, including reasonable attorneys' fees and costs of wreck removal and/or removal of hazards to navigation (collectively "Loss") suffered or incurred by or owed to any person including but not limited to Tenant and former and present and future owners, members, shareholders, partners, officers, directors, contractors, agents, employees, customers, guests, invitees and representatives of Tenant or any Indemnified Person or any third party (collectively "Claimants") and sought to be recovered or obtained from or imposed upon or owed by any Indemnified Person, if the Claim in any manner is connected with or arises out of or results from or is caused by, directly or indirectly, in whole or in part:

i. any event or occurrence in or about the Vessel or the Leased Premises;

ii. any act or omission of Tenant or Tenant's officers, directors, contractors, agents, employees, customers, guests, invitees or representatives;

iii. any breach or violation of any non-monetary covenant or obligation of the Tenant under this Agreement; or

iv. any aspect of the physical condition of the Vessel, including vessel unseaworthiness, or the Leased Premises, including but not limited to any vice or defect therein, and further including but not limited to any matters pertaining in any respect to the compliance of the condition of the Vessel or the

Leased Premises with any applicable law, including but not limited to the Americans With Disabilities Act (collectively the "Covered Subjects").

This Indemnity shall be applicable in cases where the joint and concurrent negligence of Tenant and Landlord or the City of New Orleans is found to have caused the damage or loss but it shall not be applicable to cases where it is found that Landlord and/or the City of New Orleans is solely at fault.

(b) With respect to Hazardous Substances and violations or alleged violations of Environmental Law, as defined below, Tenant and Landlord acknowledge and agree that the Covered Subjects of Tenant's obligation of Indemnity under Section (a) above shall include the following:

i. the presence or absence of any Hazardous Substance in, on, under or about the Vessel or the Leased Premises, or the possibility thereof or any issue or question relating thereto, to the extent arising after the Lease Commencement Date, provided such Hazardous Substance did not migrate in, on or under the Leased Premises from another source; and

ii. any violation or alleged violation of any Environmental Law with respect to the Vessel or the Leased Premises, or any issue or question arising thereunder, to the extent arising after the Lease Commencement Date, provided such violation or alleged violation did not result from Hazardous Substances migrating in, on or under the Leased Premises from another source.

Tenant acknowledges and agrees that Loss as defined under Section (a) includes but is not limited to any investigation and assessment costs, remediation or abatement or clean-up costs, and penalties or fines or similar charges that may be incurred or arise under any Environmental Law or may otherwise relate to Hazardous Substances in, on, under or about the Vessel or the Leased Premises.

(c) Choice of counsel to defend an Indemnified Person shall be subject to the prior reasonable approval of such Indemnified Person.

(d) Tenant hereby assumes all risk of damage, loss, destruction or deterioration of or to the Vessel, the Leased Premises and/or any other vessel moored in the Leased Premises and of injury, death or property damage suffered by Tenant, any invitees, guests or employees of Tenant and any other persons in or about the Vessel or the Leased Premises, regardless of the cause, and Tenant hereby releases and waives all claims in respect thereof against any Indemnified Persons. This release and waiver shall be applicable in cases where the joint and concurrent negligence of Tenant and Landlord or the City of New Orleans is found to have caused the damage or loss but it shall not be applicable to cases where it is found that Landlord and/or the City of New Orleans is solely at fault.

(e) This Section 14 is intended to express an assumption of responsibility on the part of Tenant for the Leased Premises pursuant to La. R.S. 9:3221.

(f) For purposes of this Section 14, "Hazardous Substance" shall mean each and every chemical, chemical mixture, compound, element, material, solution, gas, effluent, emission, or

other substance which is now or hereafter defined as, determined to be, identified as, designated as, or included in the definition of a "contaminant", "hazardous" substance, a "pollutant", "restricted", "waste", "toxic", a "health hazard", "corrosive", "infectious", an "irritant", "mutagenic", "radioactive", a "toxicant", "combustible", "explosive", "flammable", "dangerous", or words of similar import, under any Environmental Law, or which is otherwise governed by or subject to any Environmental Law. For example without limitation the foregoing Hazardous Substances shall include: mold and materials containing mold, acids, ammonia compounds and other chemicals or chemical products, asbestos (in any form or in any substance), DDT, flammable explosives, formaldehyde, lead, lead cyanide, paints, PCB's and similar compounds, pesticides, polychlorinated biphenyls, printing inks, radioactive materials, radon gas, solvents, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum, petroleum products and by-products, natural gas, natural gas liquid, liquefied natural gas, synthetic oil and synthetic gas useable for fuel. "Environmental Law" shall mean any law, now or hereafter in effect, regulating, governing, concerning or relating to (1) the prevention, limitation, regulation, control or prohibition of pollution or contamination of the environment (including without limitation ambient air, surface water, ground water, wetlands, surface or subsurface strata, wildlife, aquatic species and vegetation) or (2) the protection, preservation and/or maintenance of human health, the environment, natural resources, and/or the public welfare, including without limitation laws relating to emissions, discharges, disposal, releases or threatened releases of materials or substances, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials or substances.

15. <u>ADDITIONAL SPECIFIC LIMITATIONS</u>:

(a) Tenant acknowledges that the Municipal Yacht Harbor is in close proximity to Lake Pontchartrain and that storms and storm surge are reasonably anticipated. Tenant hereby releases and agrees to hold Landlord harmless with respect to any personal injury or death and any damage to property, including any property of Tenant, specifically including without limitation the Vessel, as a result, in whole or in part, of force majeure, an Act of God, a tropical storm, a flood, a hurricane, a storm, storm surge, rising water or any other natural phenomenon.

(b) In the event that the Vessel or any other vessel in the Leased Premises is taking on water and/or is in danger of sinking and Tenant cannot be contacted, Landlord may, but is under no obligation to, pump out said boat/vessel and contact Tenant, advising of this remedial action. Any need for pumping out the boat/vessel will result in the imposition of charges incurred by the Landlord for all costs incurred upon Tenant. Upon submission of invoice by Landlord for charges and costs incurred as specified in this paragraph, Tenant agrees to pay all costs associated with this action without any further notice or discussion. Failure to pay such cost upon demand shall constitute a Default on the part of Tenant. Tenant agrees to hold Landlord harmless, defend and indemnify Landlord from any damages, which may occur as a result of any action taken by Landlord under this paragraph.

(c) In case of a perceived emergency or threat to public safety, Landlord, its agents or assigns, are authorized to do whatever is reasonable, necessary and as Landlord deems appropriate. These acts include but are not limited to the following: boarding the Vessel, moving the Vessel or taking any other action, without liability for damages or loss of any kind. Tenant agrees to pay all costs associated with any activity performed by the Landlord during a perceived

emergency that benefits Tenant or is necessitated by Tenant's actions. In order to minimize the cost associated with emergency action taken by the Landlord during extreme circumstances, Tenant agrees to keep and maintain on the Vessel, and in good and working condition, dock lines of proper size and type and an automatic bilge pump. Tenant agrees that the rights of Landlord under this paragraph shall remain in effect in the aftermath of any event causing a threat to public safety, including a hurricane or other natural catastrophe, and that Landlord may in its sole discretion salvage or cause the salvage of damaged vessels, and take any other action deemed advisable by Landlord in the interest of public safety and of the Landlord. Tenant agrees that Landlord shall not be responsible for any property or other damage resulting from any action taken by Landlord under this paragraph, except for the consequences of gross negligence.

(d) Tenant hereby agrees to the exercise by Landlord and its agents and employees, in their sole discretion, of such measures as Landlord deems necessary for the Municipal Yacht Harbor in case of hurricanes or other storms, rainfall events, windstorm events, other weather events, or any other events or circumstances presenting a serious danger to health, safety, persons and/or property. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that Landlord may close the Municipal Yacht Harbor, in whole or in part, under any of the circumstances described above, or may implement, without prior notice, any emergency rules, measures or procedures that Landlord may deem appropriate, in its sole discretion.

(e) If, in the sole discretion of Landlord, the Vessel becomes sunken or waterlogged, Tenant, within five (5) days after notice is sent by Landlord to Tenant, or within two days after the occurrence if the Vessel is blocking the marina waterway or access to any slip, shall immediately have the Vessel raised and put back into proper operating condition and not vulnerable to sinking or becoming waterlogged again (such actions collectively hereinafter "Raised and Secured" or "Raise and Secure") at Tenant's expense. If Tenant fails to timely Raise and Secure the Vessel, Tenant agrees that Landlord may (at its option, Landlord having no obligation to do so) retain others to Raise and Secure the Vessel and charge Tenant for all costs associated therewith. If Tenant fails to either timely Raise and Secure the Vessel and/or pay Landlord's charge for doing so within fifteen (15) days of Landlord sending notice that such payment is due, then Landlord may terminate this Agreement without prior notice to Tenant or affording any opportunity to remedy or cure.

(f) Tenant shall notify Landlord if the Vessel will be away from the Leased Premises for three (3) days or more. Landlord reserves the right to use the Leased Premises for a visiting craft if Tenant has notified Landlord that Tenant's Vessel will be away from the Leased Premises for three (3) days or more. Landlord also reserves the right to charge the visiting craft a stipulated rent for the temporary use of the Leased Premises, and Tenant shall not have a claim to the visitor's rent.

16. <u>DEFAULT</u>:

(a) The occurrence of any of the following shall constitute a "Default" by Tenant:

i. Failure to pay Rent or any other sum of money when due under this Agreement, provided, however, the Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of fifteen (15) days after such notice within which to cure such Default.

ii. Violation of or failure to perform any other obligation under this Agreement; provided, however, that Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of thirty (30) days after such notice within which to cure such Default unless otherwise provided herein. If the Default cannot be reasonably cured within thirty (30) days, Landlord shall not exercise any of its remedies on account thereof if Tenant commences to cure the Default within the first ten (10) days of such thirty (30) day period and diligently and in good faith continues to cure the Default thereafter, up to a maximum period of time of sixty (60) days after such notice.

iii. If Tenant is voluntarily adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvency act or any statutory provisions now or hereafter enacted for the relief of debtors, or makes a general assignment for the benefit of creditors, or files a petition for reorganization, or applies for the appointment of a receiver or trustee of its property, or dissolves or liquidates or commences an action or proceeding for dissolution or liquidation.

iv. If any action or proceeding shall be instituted against Tenant seeking its adjudication as a bankrupt or seeking its reorganization or seeking the appointment of a receiver or trustee of its property or otherwise seeking respite or other creditors' relief or the issuance of an attachment against the property of Tenant or any part thereof or the taking of any property of Tenant in connection with the dissolution or liquidation of Tenant, if such action or proceedings shall not be vacated or set aside or dismissed within sixty (60) days.

(b) Landlord shall have the following remedies in the event of a Default by Tenant. These remedies are not exclusive; they are cumulative and in addition to any right or remedies now or later allowed by law:

i. terminate this Agreement, in which event Tenant shall immediately surrender the Leased Premises to Landlord;

ii. enter upon and take possession and expel or remove Tenant, the Vessel and any other person or vessel that might be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages for such entrance and expulsion or removal;

iii. recover the amount of all loss and damage which Landlord might suffer, whether through inability to relet the Leased Premises on satisfactory terms, costs associated with such reletting, or otherwise;

iv. relet the Leased Premises on such terms as Landlord deems advisable, and receive the rent for the reletting, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

v. recover in a lump sum the differential between the rent to be received by Landlord over the entire unexpired Term and the rent that Landlord can reasonably be expected to receive through reasonable efforts at re-letting the Leased Premises over the entire Term, such lump sum to be reduced to present value at a capitalization rate comparable to that which would be utilized in the marketplace in New Orleans for the lease of a boat slip comparable to the Leased Premises and such calculation shall further take into consideration (and compensate Landlord for) reasonable expenses of reletting that Landlord would be likely to incur over the unexpired Term; and/or

vi. proceed one or more times for and thereby receive past due payments of rent, without prejudicing Landlord's right to proceed later for and to receive thereby remaining payments or to exercise any other remedy.

(c) No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Agreement for a previous Default. The loss or damage that Landlord may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for hereinabove, shall include Landlord's expense of repossession.

(d) The statutory lien in favor of Landlord under La. C.C. art. 2707 is hereby confirmed, as is any applicable maritime lien on the Vessel for dockage or other services or goods.

(e) In addition to and not in derogation or limitation of any other rights or remedies available to Landlord, if Tenant should fail to perform any obligation (whether monetary or non-monetary) under this Agreement fully and punctually on the due date, then Landlord, upon prior notice to Tenant in accordance with this Agreement, may perform such obligation, and the cost to Landlord thereof shall be owed by Tenant to Landlord as additional Rent, and subject to all other provisions hereof with respect to the payment of Rent, provided that only such additional Rent shall not be due until ten (10) days after Landlord has provided Tenant with written notice of the amount so due and the reason that Landlord incurred such expense.

(f) In addition to the other remedies provided in this Agreement, Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation or attempted or threatened violation, of any of the provisions of this Agreement, or to a decree compelling performance of any other provisions of this Agreement, or to any other remedy allowed at law or in equity.

(g) In addition to the remedies provided above, Tenant acknowledges and agrees that Landlord shall have the following additional specific rights and remedies in the event of a Default by Tenant:

i. Landlord may, in accordance with applicable law, (1) remove the Vessel, retake possession of the Leased Premises and store or re-dock the Vessel at any location (including in a guest slip within the Municipal Yacht Harbor) in any commercially reasonable manner or (2) lock the Vessel in place at the Leased Premises, all at the expense and on the account of the Tenant, and Tenant agrees to hold harmless, indemnify

and defend Landlord, the City of New Orleans, the Constable of the City of New Orleans, the towing company employed by any of them and the employees of that towing company with respect to any damage to the Vessel occasioned during the process of locking the Vessel in place, removing the Vessel from the Slip, towing the Vessel and/or mooring the Vessel at the alternative location and with respect to any damage to the Vessel after it is locked in place or moved to an alternative location, regardless of the cause, including without limitation, any damage occasioned by the nature of the storage location and/or the manner in which the Vessel is secured or moved.

ii. A marina owner (Landlord in this instance) has a privilege on property (the Vessel or Replacement Vessel in this instance) stored at that marina for rent, labor or other charges and for expenses reasonably incurred in the sale of that property under the provisions of La. R.S. 9:4782. Tenant acknowledges that this Agreement provides notice of this privilege under La. RS. 9:4783. Upon Tenant's Default under this Agreement for a period of more than one hundred eighty (180) days, Landlord will enforce its privilege by selling the Vessel or Replacement Vessel at a commercially reasonable public sale for cash after providing notice and advertisement as required under La. R.S. 9:4784. The proceeds of the sale will be applied as provided under La. R.S. 9:4784, and if the proceeds of the sale are not sufficient to satisfy Tenant's outstanding obligations to Landlord or any lienholder of record, Tenant shall remain liable for the deficiency.

iii. Pursuant to La. R.S. § 9:4784, Landlord may deny Tenant access to the Municipal Yacht Harbor after providing notice as required under that statute. In that case, Tenant shall still be entitled to access the Municipal Yacht Harbor during normal business hours for the purpose of satisfying the above privilege or viewing and verifying the condition of the Vessel.

(h) If Landlord engages the services of an attorney to enforce any of its rights or remedies under this Agreement, and is successful in doing so, Tenant shall reimburse Landlord the amount of all costs and fees incurred by Landlord in connection therewith, including those fees of any attorney, engineer, expert or other professional engaged by Landlord in connection therewith, within ten (10) days after written demand therefor.

(i) With respect to all rights and remedies that may be exercised by Landlord on account of a Default by Tenant, Tenant hereby waives and relinquishes, to the fullest extent permitted by law, any and all notices or rights to notices to which Tenant might otherwise be entitled, including but not limited to any notice to vacate the Leased Premises.

17. <u>REMOVAL OF VESSEL UPON TERMINATION OF AGREEMENT</u>: Should this Agreement be terminated for any reason and in addition to any and all other remedies available to Landlord, Tenant agrees to remove the Vessel or Replacement Vessel within twenty-four (24) hours of such termination and, failing to do so, Tenant shall become obligated to pay Rent at 200% of the Rent stated herein prorated for each day the Vessel or Replacement Vessel remains in the Leased Premises.

18. <u>LEASE TERMINATION BY TENANT</u>: Tenant shall have the right and option to terminate this Agreement upon giving thirty (30) days' notice in writing, delivered pursuant to the notice provision herein.

19. NOTICES: Any notice, demand, request, consent, approval or other communications required or permitted to be given pursuant to this Agreement to either party by the other party shall be in writing and shall be hand-delivered or sent by any nationally recognized overnight commercial carrier or registered or certified mail with return receipt or proof of delivery, postage or costs prepaid, addressed to the party to be notified at the following address:

If to the Landlord, then to all of the following:

Executive Director
New Orleans Municipal Yacht Harbor Management Corporation
401 North Roadway
New Orleans, LA 70124

Director of Property Management
City of New Orleans
1300 Perdido St., Suite 5W08
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

If to the Tenant, then to the following:

_____
_____
_____

Copy to:

_____
_____
_____

Notices given as provided above shall be deemed given (i) upon delivery, if hand-delivered, (ii) upon the date shown on the return receipt, if sent by registered or certified mail, (iii) upon the date of delivery by overnight carrier, or (iv) in the event of any attempted but unsuccessful delivery by overnight courier on a business day between 9:00 am and 5:00 pm local time at the designated address, then on the date of such attempted but unsuccessful delivery. The address to which notices are to be given to either party may be changed from time to time by a party by providing written notice to the other party of the new address.

20. RELOCATION: Nothing in this Agreement shall be construed as granting to the Tenant a right to a specific slip. All slips shall be allocated and designated by the Landlord, in its sole discretion, as it deems appropriate. Landlord may relocate Tenant's Vessel to a new slip at any time during the Term as circumstances may require in Landlord's sole discretion and upon forty-eight (48) hours' prior written notice to Tenant. Should Tenant wish to change slips, Tenant shall make the request in writing to Landlord, and Landlord may authorize or reject the request in its sole discretion. If Landlord authorizes a slip change, Tenant shall pay Landlord a fee of one hundred dollars and 0/100 ($100.00) for processing the change.

21. UTILITIES: Access to utilities is described in Section 5 above. Any electrical, telephone, cable television cord or appurtenances to be attached to a pier, finger pier, or bulkhead, must be approved by Landlord in its sole discretion for type of cord, location and method of attachment. Cords may not be affixed or secured to docks, nor allowed to cross walkways.

22. LIMITATION OF LIABILITY AND EXCULPATION:

(a) Notwithstanding any provision of this Agreement to the contrary, Tenant agrees that it shall look only to the Leased Premises and the Municipal Yacht Harbor (which includes all of Landlord's equity or interest therein) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Agreement or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord. Tenant shall not look to the property or assets of any of the officers, directors, shareholders, partners, members, other principals, employees, agents, or legal representatives of Landlord or the City of New Orleans in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Agreement or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, partner, member, other principal, employee, agent, or legal representative of Landlord or the City of New Orleans shall be personally liable for any obligations or liabilities of Landlord under this Agreement.

(b) Notwithstanding the generality of anything provided elsewhere in this Agreement, in no event shall Landlord be liable for consequential damages on account of any matter under or in connection with this Agreement.

(c) Exculpation. Landlord will have absolutely no personal liability with respect to any provision of this Agreement or any obligation or liability arising from this Agreement or in connection with this Agreement in the event of a breach or default by Landlord of any of its obligations. Tenant will look solely to Landlord's interest in the Leased Premises and the Municipal Yacht Harbor at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability will be absolute and without any exception whatsoever.

23. MISCELLANEOUS:

(a) Interpretation. Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction

that ambiguous language shall be construed against the party drafting the document shall not apply.

(b) Entire Agreement. This Agreement constitutes the full and complete understanding and entire agreement of the parties and supersedes any and all other agreements, oral or written, with respect to the subject matter contained herein.

(c) Modification. No provision of this Agreement may be modified, amended or waived except by the execution of a written document signed by each party.

(d) Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter genders, as the identity of the parties and context may require. The word "person" or "party" shall include a natural person, corporation, firm, partnership, proprietorship or other form of association.

(e) Captions. The captions and subject headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction to be given any of the provisions of this Agreement. The captions and subject headings are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

(f) Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(g) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid, illegal or unenforceable to any extent by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining terms and provisions of this Agreement. In such event, this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable terms were limited to the extent whereby such terms would be valid, legal and enforceable. If such limitation is not possible, this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable terms were severed and not included in this Agreement.

(h) Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement and in any other documents executed in connection with the Agreement, shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile or electronic delivery of a .pdf file, which shall constitute an original for all purposes.

(k) Application of Louisiana Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Louisiana applicable to contracts made and to be performed

in the State of Louisiana without giving effect to the principles of conflict of laws of the State of Louisiana.

(l) Landlord's Retained Rights. All rights, privileges and authorities not specifically denied to Landlord under this Agreement are hereby specifically retained and reserved by Landlord. Without limiting the generality of the foregoing, Landlord hereby specifically reserves the right to make any additions, alterations, remodeling, demolition or other changes to the Municipal Yacht Harbor and/or the Leased Premises, and Landlord hereby specifically reserves the right to place signs of any nature, content, size and/or design, whether temporary or permanent, upon any part of the Municipal Yacht Harbor.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Agreement to be executed on the date identified above.

INDIVIDUAL TENANT:

_____

Print Name: _____

Date: _____

or

LEGAL ENTITY TENANT:

_____

[Name of Company]

By:_____

Print Name: _____

Its: Authorized Representative

Date: _____

[Provide Corporate Resolution or LLC Certificate or Partnership Agreement]

NEW ORLEANS MUNICIPAL YACHT HARBOR MANAGEMENT CORPORATION

By:_____

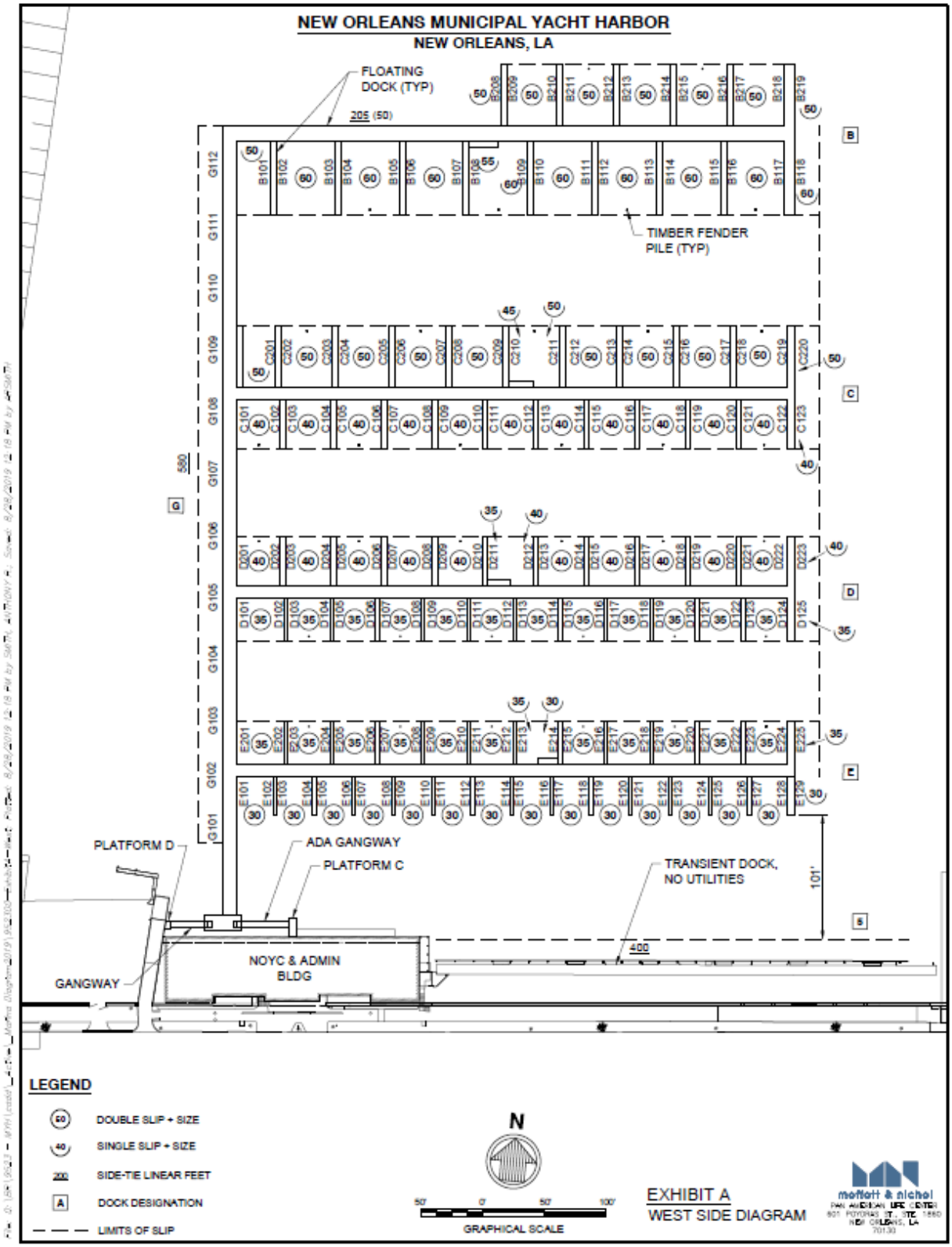
_____,

President or Executive Director

Date:_____

EXHIBIT A

DIAGRAM OF MUNICIPAL YACHT HARBOR



NEW ORLEANS MUNICIPAL YACHT HARBOR

NEW ORLEANS, LA

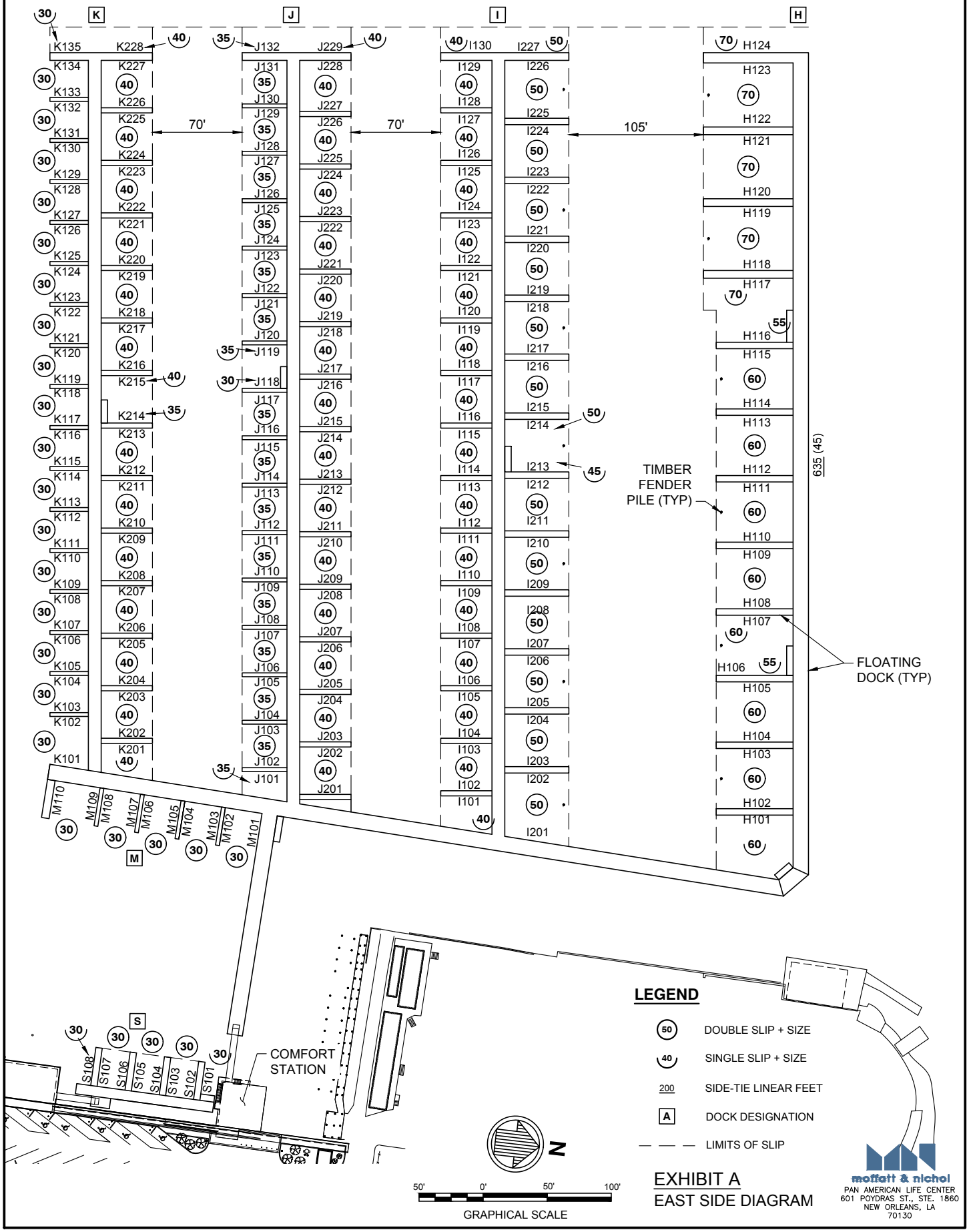


EXHIBIT A
EAST SIDE DIAGRAM

moffatt & nichol
PAN AMERICAN LIFE CENTER
601 POYDRAS ST., STE. 1860
NEW ORLEANS, LA
70130

File: Q:\BR\9523 - MYH\500_CADD\cadd_Active_Marina Diagram2019\952300-ExhibitA-East; Plotted: 11/20/2020 11:22 AM by SMITH, ANTHONY R.; Saved: 11/20/2020 11:21 AM by ARSMITH

EXHIBIT B

GUARANTORS

A copy of the Guarantor Information Page immediately following this page must be filled out and attached to this Slip Lease Agreement for each Guarantor.

Check One:

☐ There are no Guarantors.

☐ There are _____ Guarantors, identified as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____

If there are Guarantors, a Guarantor Information Page must be filled out for each Guarantor.

Guarantor has read all of the provisions of the Slip Lease Agreement and agrees to all of them including without limitation Section 5(e).

Initials of Tenant: _____

GUARANTOR INFORMATION PAGE

For the Guarantor identified as Randall Wilk

Check one:

☐ Individual
Print Name: Randy Wilk
Mailing Address (not a post office box):
3331 Severn Ave., Ste. 200
Metairie, LA 70002

E-Mail Address: drrandallwilk@yahoo.com
Telephone Contact Number: 504-994-0001

☐ Legal Entity
Print Name of Entity: _____
Name of Individual Authorized to Represent Guarantor:

_____
Mailing Address (not a post office box):

_____
_____
_____
E-Mail Address: _____
Telephone Contact Number: _____

The Guarantor signing below hereby agrees and certifies that Guarantor has read and understands the Slip Lease Agreement to which this Guarantor Information Page is attached, and agrees and consents to all of the terms and provisions thereof, including without limitation Section 5(e) of the Slip Lease Agreement. This Guarantor Information Page shall be considered part of the Slip Lease Agreement to which it is annexed. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant under the Slip Lease Agreement.**

Signature of Guarantor:

INDIVIDUAL GUARANTOR:

_____
Print Name: _____
Date: _____

or

GUARANTOR INFORMATION PAGE

For the Guarantor identified as _____

Check one:

☐ Individual
Print Name:_____
Mailing Address (not a post office box):

_____
AERO NEW ORLEANS II, LLC
_____

E-Mail Address: Airport, which will be for the purp
Telephone Contact Number: critical air cargo tenants and ai

☐ Legal Entity
Print Name of Entity: _____
Name of Individual Authorized to Represent Guarantor:

_____
Mailing Address (not a post office box):

_____
_____
_____
E-Mail Address:_____
Telephone Contact Number: _____

The Guarantor signing below hereby agrees and certifies that Guarantor has read and understands the Slip Lease Agreement to which this Guarantor Information Page is attached, and agrees and consents to all of the terms and provisions thereof, including without limitation Section 5(e) of the Slip Lease Agreement. This Guarantor Information Page shall be considered part of the Slip Lease Agreement to which it is annexed. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant under the Slip Lease Agreement.**

Signature of Guarantor:

INDIVIDUAL GUARANTOR:

_____
Print Name: Motion to authorize the Pre
Date: Amendment No. 6 to a previ

or

EXHIBIT C

LIVE ABOARD PROVISIONS

Tenant shall not use or permit the Leased Premises or the Vessel to be used as a residence or for overnight occupancy for more than fifteen (15) nights in a calendar month (a "Live Aboard") without the prior written consent of Landlord, in Landlord's sole discretion. If Landlord approves a Live Aboard, the following additional requirements apply:

i. All requests to accommodate Live Aboards shall be provided in writing to Landlord along with the name(s) of the individual(s) wishing to live aboard the Vessel and the period of time that the individual(s) will reside in the Vessel. Only Individual Tenants or Guarantors are authorized to live aboard their Vessel.

ii. A live aboard fee of 15% of the Rent shall be charged when an individual uses the Leased Premises or the Vessel as a Live Aboard. The 15% fee is in addition to the Rent, due along with the Rent and paid in the same manner as the Rent.

iii. The Leased Premises' utilities are not separately metered. If Tenant is connected to the harbor's electrical system, Tenant will be charged a pro rata share of all of Landlord's electrical costs on a quarterly basis based on slip length and status (e.g. "Live Aboard", "Commercial", etc.). For example, Live Aboards will be charged twice the pro rata share of Landlord's electrical costs compared to non-Live Aboards of the same slip length. Tenants moving in for a portion of a quarter will be charged based on a proration of the charges for a similar slip; Tenants vacating during a quarter will be charged based on a proration of their actual charges in the previous period. These charges are in addition to the Rent and the 15% live aboard fee and due along with the Rent and paid in the same manner as the Rent.

iv. All Live Aboard Vessels shall be a minimum of 35 feet long hull length, exclusive of any bowsprits or extensions, and have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies.

v. Tenant shall pump out the onboard holding tank at least twice per calendar month and more frequently if required to maintain sanitary, odor free condition.

vi. Only vessels that are correctly outfitted as determined in accordance with the U. S. Coast Guard regulations may be occupied in a year-round live aboard status.

vii. Persons living aboard agree to accept existing facilities as they are when they originally register as live aboards.

viii. Municipal Yacht Harbor does not provide mail facilities. Persons living aboard shall arrange for alternative accommodations to receive mail.

ix. Landlord reserves the right to disqualify any vessel for live aboard status if, in the Landlord's judgment, the vessel provides unsuitable habitation for the intended users. The Live Aboard authorization may be revoked at any time by Landlord for any reason including Rent delinquency and violations of Landlord's rules and regulations and or local, state and federal laws/regulations.

The name, address and phone number of each individual living aboard the Vessel are listed below.

_____

_____

_____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The term of the Live Aboard shall be for the period commencing the _____day of _____, 20____ and ending on the_____day of _____, 20____.

The individual(s) living aboard the Vessel has/have read all of the above provisions of this **Exhibit C** and the Slip Lease Agreement and agree(s) to all of the provisions.

INDIVIDUAL LIVING ABOARD:

_____

Print Name: _____

Date: _____

INDIVIDUAL LIVING ABOARD:

_____

Print Name: _____

Date: _____

INDIVIDUAL LIVING ABOARD:

_____

Print Name: _____

Date: _____

INDIVIDUAL LIVING ABOARD:

_____

Print Name: _____

Date: _____

EXHIBIT D

HARBOR RULES AND REGULATIONS

EXHIBIT “C”

Municipal Yacht Harbor

2026 Boat Slip Lease Rates in Municipal Yacht Harbor

Slip Size (ft)	2026 Slip Rates
30	$560.27
35	$651.48
40	$977.22
45	$1,074.93
50	$1,205.23
55	$1,335.52
60	$1,433.25
65	$1,693.84
70	$1,824.13
80	$1,954.43
90	$2,182.44
100	$2,410.46

Water and a dock box are included in the Boat Slip Lease Rental Rate.

Electricity is not included in the Boat Slip Rental Rate.

2149

Calendar No. (Rev)
(Exp)

Name Bryan Whited 504.283.2507
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The attached Ordinance Authorizes Market Boat Slip Lease Rates for Annual Boat Slip Leases in the Municipal Yacht Harbor as noted on Exhibit "C" to Start January 1 2026

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

AERO NEW ORLEANS II, LLC to lease Buildings 1, 2, 3, 4, 4a, & 5 located on the south

Airport, which will be for the purpose of operation and maintenance of the buildings in s

critical air cargo tenants and airline support related to ground service and equipment. T

is three (3) years with two (2) additional one-year periods (expiring November 30, 2030

Motion to authorize the President of the City Council of the City of New Orleans to sign

Amendment No. 6 to a previously executed Professional Services Agreement between

the City of New Orleans Project Delivery Unit and Smith, Parrish & Atkins Resource

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring Nove 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,268

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans ("City"), and the Jefferson Parish Clerk of Court, for a term greater than one year, for the public purpose of providing access to JeffNet in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, Jon A. Gegenheimer, the Jefferson Parish Clerk of Court operates JeffNet, which is an online record data system that allows end users access to information and documents; and

WHEREAS, the City and the Jefferson Parish Clerk of Court desire to enter into a cooperative endeavor agreement in order to accomplish the valued public purpose of accessing

court records for conducting the New Orleans Health Department's Fatality Review process in the City of New Orleans; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into the attached cooperative endeavor agreement with the Jefferson Parish Clerk of Court, for a term of 3 years, for the public purpose of accessing court records in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS AND

THE JEFFERSON PARISH CLERK OF COURT

[COVER PAGE]

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

JON A. GEGENHEIMER, JEFFERSON PARISH CLERK OF COURT

AND

THE CITY OF NEW ORLEANS

This agreement is made and entered into effective _____ 2025, by and between Jon A. Gegenheimer, Jefferson Parish Clerk of Court, and the City of New Orleans.

WHEREAS, as authorized by Article VII, Section 14(C) of the Louisiana Constitution of 1974, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, the Jefferson Parish Clerk of Court operates JeffNet, which is an online record data system that allows end users access to information and documents; and

WHEREAS, the City of New Orleans, through its Health Department, wishes to utilize the JeffNet system for the purpose of conducting official court business including accessing records maintained by the Jefferson Parish Clerk of Court with regard to the criminal histories of defendants in connection with New Orleans Health Department Fatality Review process for Orleans Parish; and

WHEREAS, this Cooperative Endeavor Agreement will allow the Jefferson Parish Clerk of Court and the City of New Orleans Health Department to more efficiently carry out the duties of their offices, and practical considerations necessitate that governmental agencies work together in order to provide efficient government services.

NOW, THEREFORE, the Jefferson Parish Clerk of Court and the City of New Orleans agree as follows:

SECTION 1- SERVICES

The Jefferson Parish Clerk of Court agrees to allow the City of New Orleans Health Department access and use of JeffNet, to waive end-user fees, and to charge $0.00 per page for printing of uncertified copies.

SECTION 2 - DURATION

The duration of this agreement is from the effective date listed above through June 30, 2028 (the termination date).

SECTION 3 - INDEPENDENT CONTRACTOR

Each party hereby agrees and accepts that it shall be acting as an independent contractor under this agreement. It is understood and agreed by the parties that they are entering into this agreement in the capacity of an independent contractor and that nothing contained in this agreement is intended to be construed as creating any other relationship between the Jefferson Parish Clerk of Court and the City of New Orleans Health Department.

SECTION 4 - INDEMNIFICATION

Neither party, nor its agents or employees shall be liable for any loss, damage, or other casualty of any kind to the person or property of anyone arising out of or resulting from the other party providing or utilizing services under this agreement, whether apparent or hidden, whether due in whole or part to negligent acts or omissions of the other, its agents or employees, and each party hereby agrees to indemnify and hold the other, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the responsible party in connection therewith) for any such loss, damage, or other casualty.

SECTION 5 - INSURANCE

Each party shall maintain such insurance as it deems necessary and appropriate for these purposes, which may be accomplished through their respective self-insured retention programs.

SECTION 6 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

Honorable Jon A. Gegenheimer
Jefferson Parish Clerk of Court
Post Office Box 10
Gretna, Louisiana 70054

ATTN: Jennifer Hunt
City of New Orleans Health Department
1300 Perdido Street, Suite 8E18
New Orleans, Louisiana 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

SECTION 7 - TERMINATION

This agreement may be terminated under any or all of the following conditions:

a) By mutual agreement and consent of the parties hereto; or

b) By either party by giving thirty (30) days written notice of such intention.

SECTION 8 - ASSIGNMENT

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement shall not be assigned in whole or in part by the Jefferson Parish Clerk of Court or by the City of New Orleans Health Department as to the services to be performed

hereunder without the written consent of the other party to this agreement.

SECTION 9 - JURISDICTION/VENUE

Both parties agree to yield to the jurisdiction and venue of the Twenty-Fourth Judicial District Court for the State of Louisiana, and formally waive any pleas of lack of jurisdiction or improper venue, in the event of suit under this agreement.

SECTION 10 - SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

SECTION 11 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Jefferson Parish Clerk of Court and the City of New Orleans and supersedes all prior representations or agreements. This agreement may be amended only by written instrument signed by both parties to this agreement.

WITNESSES:

_____

_____
Print Name

_____

_____
Print Name

JEFFERSON PARISH CLERK OF COURT

BY: _____
JON A. GEGENHEIMER

DATE: _____

WITNESSES:

_____

_____
Print Name

_____

_____
Print Name

CITY OF NEW ORLEANS

BY: _____
LaToya Cantrell, Mayor

DATE: _____

FORM AND LEGALITY APPROVED:
CNO Law Department

By: _____

Printed Name: _____

2159

Calendar No. (Rev)
(Exp)

Name_____ Ext. _____
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This contract is for the Jefferson Parish Clerk of Court to provide the New Orleans Health Department with access to JeffNet.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community De

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

AERO NEW ORLEANS II, LLC to lease Buildings 1, 2, 3, 4, 4a, & 5 located on the south

Airport, which will be for the purpose of operation and maintenance of the buildings in s

critical air cargo tenants and airline support related to ground service and equipment. T

is three (3) years with two (2) additional one-year periods (expiring November 30, 2030

Motion to authorize the President of the City Council of the City of New Orleans to sign

Amendment No. 6 to a previously executed Professional Services Agreement between

the City of New Orleans Project Delivery Unit and Smith, Parrish & Atkins Resource

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring Nove 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,272

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Subrecipient Agreement between the City of New Orleans (the "City"), and New Orleans Redevelopment Authority ("NORA"), for a term greater than one year, for the public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021 in the City of New Orleans, as more fully detailed in the Subrecipient Agreement form attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, NORA is a public body corporate and political, created pursuant to La. R.S. 33:4720.55, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana; and

WHEREAS, NORA has a principal address located at 1409 Oretha Castle Haley Boulevard, New Orleans, Louisiana 70113; and

WHEREAS, NORA exists and operates as generally provided for in La. R.S. 33:4720, et seq., for public purposes which include the prevention and elimination of blighted areas, the development of vibrant neighborhoods and establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, NORA has certain powers necessary or suitable to carry out the purposes and provisions of La. R.S. 33:4720, et seq., including without limitation redevelopment, renewal, rehabilitation, housing development, conservation, urban beautification, or comprehensive programs for the development of entire city areas or neighborhoods; and

WHEREAS, NORA is charged with revitalization of underinvested areas in the City of New Orleans and desires to develop and construct properties for housing and economic development to benefit poor and needy populations; and

WHEREAS, pursuant to La. R.S. 33:4720.56, NORA is authorized to enter into agreements and contracts with the City in pursuance of the intent of the New Orleans Community Improvement Act, including activities to encourage the provision of healthful homes, housing for families and persons of low income, a decent living environment, and adequate places of employment within the City;

WHEREAS, the City was awarded $33,280,853.85 in HUD Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds from the State of Louisiana's Office of Community Development ("LOCD") under the Resilient Communities Infrastructure Program ("**RCIP**") providing federal grant assistance for 2020-2021 disasters and has selected NORA as Subrecipient to implement the program as set forth below;

WHEREAS, the City desires to cooperate with the Subrecipient in the implementation of the *Food Business Incubator Program* - RCIP Project No. 36LDRC7401 (the "Project") to meet recovery and revitalization needs as stated in the authorizing *State of Louisiana Action Plan for the 2020/2021 Disaster* (found at State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana, submitted to HUD by LA OCD on May 6, 2022. Accessed at: https://www.restore.la.gov/action-plan.) (the "Action Plan") and ensuing amendments; and

WHEREAS, the City and NORA desire to accomplish the valuable public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021;

WHEREAS, clearance, rehabilitation, reconstruction and construction of buildings is an eligible CDBG activity pursuant to 24 CFR 570.202

WHEREAS, economic development assistance to for-profit businesses is an eligible CDBG activity pursuant to 24 CFR 570.202

WHEREAS, the CDBG-DR activities outlined in this Agreement meet the Low-to-Moderate Income area benefit national objective by supporting local Orleans parish small business owners and entrepreneurs, along with the citywide LMI communities they serve

WHEREAS, NORA has demonstrated that it has the experience and expertise to conduct the activities described in this Agreement;

WHEREAS, the City and New Orleans Redevelopment Authority desire to enter into a subrecipient agreement in order to accomplish the valued public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing

microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021 in the City of New Orleans; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into the attached subrecipient agreement with New Orleans Redevelopment Authority, for a term of two years or ending on November 1, 2027, for the public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021 in the City of New Orleans.

SECTION 2. That said subrecipient agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS REDEVELOPMENT AUTHORITY

[COVER PAGE]

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

FOR

RESILIENT COMMUNITIES INFRASTRUCTURE PROGRAM: FOOD BUSINESS INCUBATION ACTIVITIES (RCIP Project No.: 36LDRC7401)

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and the New Orleans Redevelopment Authority, represented by Brenda M. Breaux, Executive Director ("**NORA**" or "**Subrecipient**"). The City and NORA may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective upon execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, NORA is a public body corporate and political, created pursuant to *La. R.S. 33:4720.55*, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana; and

WHEREAS, NORA has a principal address located at 1409 Oretha Castle Haley Boulevard, New Orleans, Louisiana 70113; and

WHEREAS, NORA exists and operates as generally provided for in *La. R.S. 33:4720*, *et seq.*, for public purposes which include the prevention and elimination of blighted areas, the development of vibrant neighborhoods and establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, NORA has certain powers necessary or suitable to carry out the purposes and provisions of *La. R.S. 33:4720*, *et seq.*, including without limitation redevelopment, renewal, rehabilitation, housing development, conservation, urban beautification, or comprehensive programs for the development of entire city areas or neighborhoods; and

WHEREAS, NORA is charged with revitalization of underinvested areas in the City of New Orleans and desires to develop and construct properties for housing and economic development to benefit poor and needy populations; and

WHEREAS, pursuant to La. R.S. 33:4720.56, NORA is authorized to enter into agreements and contracts with the City in pursuance of the intent of the New Orleans Community Improvement Act, including activities to encourage the provision of healthful homes, housing for families and persons of low income, a decent living environment, and adequate places of employment within the City;

WHEREAS, the City was awarded $33,280,853.85 in HUD Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds from the State of Louisiana's Office of Community Development ("LOCD") under the Resilient Communities Infrastructure Program ("**RCIP**") providing federal grant assistance for 2020-2021 disasters and has selected NORA as Subrecipient to implement the program as set forth below;

WHEREAS, the City desires to cooperate with the Subrecipient in the implementation of the *Food Business Incubator Program* - RCIP Project No. 36LDRC7401 (the "Project") to meet recovery and revitalization needs as stated in the authorizing *State of Louisiana Action Plan for the 2020/2021 Disasters*[1] (the "Action Plan") and ensuing amendments; and

WHEREAS, the City and NORA desire to accomplish the valuable public purpose of supporting food entrepreneurs in New Orleans through the creation of a food business incubator and providing microgrants to currently operating commercial kitchens to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021;

WHEREAS, clearance, rehabilitation, reconstruction and construction of buildings is an eligible CDBG activity pursuant to 24 CFR 570.202

WHEREAS, economic development assistance to for-profit businesses is an eligible CDBG activity pursuant to 24 CFR 570.202

WHEREAS, the CDBG-DR activities outlined in this Agreement meet the Low-to-Moderate Income area benefit national objective by supporting local Orleans parish small business owners and entrepreneurs, along with the citywide LMI communities they serve

WHEREAS, NORA has demonstrated that it has the experience and expertise to conduct the activities described in this Agreement; and

NOW THEREFORE, the City and NORA, each having the authority to do so, agree as follows:

[The rest of this page is intentionally left blank]

[The General Award Information Article follows on the next page.]

[1] *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana*, submitted to HUD by LA OCD on May 6, 2022. Accessed at: https://www.restore.la.gov/action-plan.

ARTICLE I – GENERAL AWARD INFORMATION

The subaward from the City to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Article I of this Agreement, and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the Federal award and the following award information.

Federal Award Identification Number (FAIN): B-21-DF-22-0001/2021, B-21-DF-0002/2021. LOCD CDBG-DR RCIP Project Number 36LDRC7401:

CFDA Number and Name:

Federal award project description: NORA will construct a food incubator hub and provide microgrants to current commercial kitchens

Is this award for research and development?	No
Subrecipient's unique entity identifier:	HVMNYNP7MF31
Total Amount of the Federal Award	$5,000,000.00
Committed to the Subrecipient by the Grantee:	$4,850,000.00
Amount of Federal funds obligated by this Agreement:	$4,850,000.00
Total Amount of Federal Funds	$5,000,000.00
Obligated to the Subrecipient:	$4,850,000.00

Contact information:

Grantee:

_____

City of New Orleans
LaToya Cantrell, Mayor
1300 Perdido Street
New Orleans, LA 70112

Subrecipient:

_____

New Orleans Redevelopment Authority
Brenda M. Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113

ARTICLE II - NORA'S OBLIGATIONS

A. Administration. NORA will support the City as a subrecipient in the implementation of the Food Business Incubator Project, which seeks to construct a state-of-the-art food incubator hub that will fill current gaps in the ecosystem and serve as a central point for supporting and fostering entrepreneurship in food industries. The project site is located at the intersection of N. Claiborne and St. Bernard Ave. (1600-1636 N Claiborne, 1611 N. Robertson, and 1505 St. Bernard Ave).

NORA's primary responsibilities in the oversight of the Food Business Incubator Program include:

1. Construct a state-of-the-art food incubator hub
2. Furnish hub with furniture, fixtures, and equipment to support entrepreneurs
3. Provide microgrants for currently operating commercial kitchens

B. Obligations. The Subrecipient shall do the following:

1. Food Business Incubator Design/Build and Implementation- The subrecipient is the sole responsible party for the successful implementation of the Food Business Incubator Hub and as such the following tasks will be undertaken by NORA
    a. Procurement
        i. NORA will procure a developer (in accordance with its Procurement Policies and Procedures that must conform to 2 CFR 200.317) who will construct and furnish the vacant parcel of land at the intersection of St. Bernard Ave and N. Claiborne.
        ii. All construction will be completed by a certified contractor with oversight from NORA and comply with all required permits from the City of New Orleans.
2. Microgrants- The Subrecipient is the sole responsible party for the successful implementation of the Microgrant Program and as such the following tasks will be undertaken by NORA
    a. Public Notice
        i. NORA will take effective measures to ensure that the public is notified of the availability of funds for the Microgrant Program in a timely and equitable manner by implementing a program marketing plan that includes targeted outreach to local businesses in food service and hosting informational sessions.
    b. Application Administration
        i. NORA will be responsible for the creation and administration of the Microgrant Application which includes the evaluation of submitted applications and selection of eligible applicants.
    c. Selection of Technical Assistance Providers

i. NORA will be responsible for issuing the solicitation and selecting technical assistance providers to assist eligible applicants with kitchen design, business development, etc.

d. Grant Agreement Oversight

i. NORA will be responsible for the oversight of grant agreements, which includes the drafting of the agreement and execution of agreement between NORA and the program participant.

ii. NORA will be responsible for ensuring that all requirements within the grant agreement are met including project deliverables, timelines and compliance requirements.

3. Administer this Agreement through its Department of Real Estate Development and Planning.

a. Designate in writing one or more NORA personnel as the designated representative of NORA for purposes of communicating with NORA, coordinating all activities with NORA, and otherwise handling all matters under this Agreement as the representative(s) of NORA. All communications regarding this Agreement from the City shall be directed to NORA's designated representative(s), and the City shall be permitted to rely on its communications with such designated representative(s) in connection with the performance under and implementation of this Agreement.

b. The initial designated representative(s) of NORA are as follows: Brenda M. Breaux, Executive Director, and Adrienne D. Celestine, Chief of Real Estate Development and Strategy. NORA may change its designated representative(s) at any time during the term of this Agreement by providing written notice to the City.

4. Maintain records and provide monthly project progress reports, as well as a more detailed annual report, to the City on a schedule and in a format agreed to by the Parties. If requested by the City in writing, NORA shall be responsible for providing the City with any additional project progress and beneficiary data as required by federal and state law.

5. Perform all other services and obligations as set forth in the following documents incorporated fully into this Agreement: NORA's Scope of Services and Budget, included as Exhibit C.

C. Compliance with Federal Regulations, Notices, and Uniform Administrative Requirements. The Subrecipient, as well as any of its sub-subrecipients, shall:

1. In general. Comply with all applicable federal regulations and requirements incorporated therein by reference in the Exhibits, whether specifically discussed herein or not, including but not limited to the authorizing statute and the final rule, as they may be amended. This includes the guidelines as noted in the approved *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana* and ensuing Amendments, as well as the RCIP Policies and

Procedures Manual: Hurricanes Laura/Delta/Ida and May 2021 Severe Storms Recovery Program. Accessed at: https://www.restore.la.gov/resilient-communities-program.

2. ***Uniform Administrative Requirements.*** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR §200 and HUD's Appendix I-2 HUD Compliance Provisions, and CDBG-DR and MIT Rider for eligible Community Development Block Grant activities.

3. ***Procurement.*** Comply with the procurement standards in 2 CFR §200.317 - §200.327 when procuring property and services under this Agreement.

4. ***Notices.*** Comply with all applicable Notices and directives promulgated by the Department.

5. ***Award Terms and Conditions.*** Comply with all terms and conditions required by the Award.

D. Reporting.

1. Monthly progress and financial reports shall be due and delivered to the City on or before the 15th of the following month. A template for the monthly progress and financial reports can be found in Exhibits "A" and "B" respectively.

2. A final report to the City at the termination or expiration of this Agreement, detailing the services/deliverables accomplished with the use of funds received in connection with this Agreement, confirming that all funds were used for the intended purpose(s) no later than November 1, 2027, unless extended by both parties and providing any and all assessment findings.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

A. The Subrecipient represents and warrants to the City that:

1. The Subrecipient, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. The Subrecipient has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. The Subrecipient is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement.

4. The Subrecipient is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Subrecipient's performance of this Agreement.

5. The Subrecipient has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. The Subrecipient is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations.

7. The Subrecipient has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily.

8. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by the Subrecipient's representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE IV - THE CITY'S OBLIGATIONS

A. Management. The City will:

1. Manage this Agreement through the Office of Economic Development (the "**Department**").

2. Provide NORA with any documents reasonably deemed necessary for NORA's performance of any work required under this Agreement.

3. Provide funds for the establishment of a food incubator.

ARTICLE V - COMPENSATION

A. Maximum Amount Payable. The maximum amount payable by the City under this Agreement is four million eight-hundred fifty dollars ($4,850,000.00).

B. Other Costs. The Subrecipient understands and agrees that the compensation shall be inclusive of all personnel costs, fringe benefits, equipment costs, travel costs, supply costs, and indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement.

C. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon the rendition of the services described under this Agreement and upon the City's receipt of a properly submitted invoice via the City's supplier portal. The City's obligation to pay is contingent upon NORA's submission of a complete and accurate invoice. All compensation owed to NORA under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City. The City is not obligated under any circumstances to pay for any work performed or costs incurred by NORA that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change within the scope of the Agreement unless change is mutually agreed; arise from or relate to the correction of errors or omissions of NORA; or the City is not expressly obligated to pay under this Agreement.

ARTICLE VI – DURATION AND TERMINATION

A. Term. The term of this Agreement is two (2) years from the Effective Date or November 1, 2027, whichever occurs last.

B. Extensions. The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least thirty (30) calendar days prior

to the termination of the Agreement. Any extension will also require City Council approval subject to Chapter 70, Article I, Section 70-10 of the Home Rule Charter.

C. Termination for Convenience. Either Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Cause. Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law, and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. Notice. The City shall promptly notify the Subrecipient, in writing, of its termination and the reasons for the termination, together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Subrecipient, and the Subrecipient shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement and any other applicable state or Federal statutes, regulations, or requirements.

G. Remedies for Non-Compliance. If the Subrecipient fails to comply with federal statutes, regulations, or the terms and conditions of a Federal award, the Department or the City may impose additional conditions, as described in *200.208: Specific Conditions*. If the Department or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under *2 CFR Part 180* and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE VII - MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The Subrecipient agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with *2 CFR § 200.334* and the agreement between LOCD and the City for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will be maintained by the Subrecipient in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development, and implementation of the activities in this Agreement and the expenditure of funds.

B. Monitoring of Records. The Subrecipient acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Subrecipient with the RCIP funds. The Subrecipient hereby acknowledges its responsibility to provide the City, State or HUD, upon reasonable demand, with all records relating to RCIP-funded projects implemented by the Subrecipient and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient with RCIP funds. The aforementioned records will be made available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records will be reviewed by the City no less than annually.

ARTICLE VIII – MONITORING OF SUBRECIPIENT PERFORMANCE

A. Monitoring. The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, *2 CFR 200.330 – 2 CFR 200.332*, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance, as determined by the Grantee, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of funds consistent with *2 CFR 200.207*, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under *2 CFR 200.338*.

B. Reporting. The Subrecipient shall submit regular monthly progress and financial reports to the City, and additional reports as requested by the City.

C. Failure to Perform or Breach. If the Subrecipient fails to perform according to the Agreement, breaches the Agreement, or does not comply with Federal Regulations governing the project, the City will notify the Subrecipient. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Subrecipient in default and may pursue any appropriate remedies available under the Agreement and any applicable law. In the event of a default notification, the City will invoice the defaulting Subrecipient for any increase in costs and other damages sustained by the City. Furthermore, the Subrecipient acknowledges its

obligation to repay the City the funds identified with the period of noncompliance. The Subrecipient acknowledges that the repayment amount is not necessarily commensurate with the period of non-compliance, and repayment could be up to the total amount of compensation disbursed.

ARTICLE IX – INDEMNITY

A. In General.

1. Subject to Section (B) below, to the fullest extent permitted by law, NORA will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**City's Indemnified Parties**") from and against any and all losses, claims, demands, suits, and judgments of sums of money accruing against the City's Indemnified Parties for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of NORA, its agents or employees while engaged in or in connection with the discharge or performance of any obligations under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to NORA in connection with the performance of work under this Agreement.

2. Subject to Section (B) below, to the fullest extent permitted by law, the City will indemnify, defend, and hold harmless NORA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**NORA's Indemnified Parties**") from and against any and all losses, claims, demands, suits, and judgments of sums of money accruing against the NORA's Indemnified Parties for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the City, its agents or employees while engaged in or in connection with the discharge or performance of any obligations under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the City in connection with the performance of work under this Agreement. The indemnity provided in this Article X shall be in addition to and in no way limit the indemnity provided in Article IV, Section (A) of this Agreement.

B. Limitation. An indemnifying Party's indemnity to any of the City's Indemnified Parties or NORA's Indemnified Parties, as applicable, under this Article X does not extend to any losses, claims, demands, suits, and judgments of sums of money accruing against arising from the gross negligence, negligence, or willful misconduct of any of the City's Indemnified Parties, if NORA is the indemnifying Party, or any of NORA's Indemnified Parties, if the City is the indemnifying Party.

C. Independent Duty.

1. To the extent permitted by law, NORA has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) NORA is ultimately absolved from liability.

2. To the extent permitted by law, the City has an immediate and independent obligation to, at NORA's option: (a) defend NORA from or (b) reimburse NORA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the City is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the indemnifying Party shall bear the expenses of the defense of any indemnified claim or loss, including, but not limited to, reasonable

attorney fees and expenses, incurred by the indemnified parties, as applicable, in enforcing this Article X.

ARTICLE X – INSURANCE

A. In general. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, NORA agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with NORA's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements.

1. Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers' Liability Insurance with limits of liability of not less than $1,000,000.00. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000.00 each occurrence / $2,000,000.00 policy aggregate.

3. Business Automobile Liability Insurance (where applicable), with a combined single limit of liability not less than $500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

4. Crime Insurance (Fidelity Bond) with limits of not less than the maximum monthly Billing/Draw, but a minimum limit of $1,000,000 per single loss. Such policy shall also include a Clients' Property Endorsement for theft of money, securities or other client tangible property that Contractor holds or for which Contractor is legally liable, resulting from computer fraud and/or dishonest acts committed by employees of Contractor or its sub-contractors in the performance of services under the Agreement. Such Contractor shall also include a loss payment clause in favor of the City of New Orleans.

5. Professional (Errors & Omission) Liability – As professional services are required under the contract, insurance appropriate to NORA's profession, with limits of liability of not less than $1,000,000.00 per claim / $2,000,000.00 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by NORA in this Agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, NORA must procure and evidence full extended reporting period (ERP) coverage.

6. Property Insurance shall be maintained in compliance with all laws, regulations or ordinances affecting such property or properties associated with this agreement for the duration of the agreement. Coverage must be written on an "all risks" replacement cost basis (including flood and named storm) in such amounts as City may require, but in any event, for not less than 100 percent

of the full replacement cost value of the property. Such coverage shall name the City of New Orleans as Loss Payee as their interest may appear.

Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

C. Miscellaneous.

1. Liability. The obligations for NORA to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve NORA from any liability incurred as a result of their activities/operations in conjunction with NORA's obligations and/or scope of work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

2. Additional Insured Status. NORA and all its subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" covered on the CGL and AL policies with respect to liability arising out of the performance of this Agreement. Additional Insured status can be provided in the form of an endorsement to NORA's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

3. NORA shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the sub-contractor liability shall be covered by NORA. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to Office of Economic Development, 1340 Poydras St, Suite 1800, New Orleans, LA 70112 with a copy forwarded to Risk Management Division 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112. The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers' Compensation/Employers' Liability and Property.

4. Primary Coverage. For any claims, liability, demands and/or suits related to this contract or Contractor's performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors' insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

5. Claims Made Policies. If applicable, the retroactive date must be shown and must be

before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, NORA must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

6. Waiver of Subrogation. NORA and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

7. Notice of Cancellation. Each insurance policy required above shall not be canceled, allowed to expire, nor altered except without prior notice to the City of no less than thirty (30) days.

8. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Notice. Within ten (10) calendar days of the City's request, NORA will provide the following documents to the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: NORA): Copies of all policies of insurance, including all policies, forms, and endorsements. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

10. Special Risks or Circumstances. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XI - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. In General. The Subrecipient agrees to abide by the *City Code Sections 70-456*, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Subrecipient's use of DBE sub-subrecipients ("**DBE Entities**") through the following actions:

1. Job site visits

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD.

3. Routine audits of contract payments to all sub-subrecipients

4. Reviewing of records and reports

5. Interviews of selected personnel

A. The DBECO may schedule inspections and on-site visits with or without prior notice to the Subrecipient or DBE Entities.

B. Cooperation. The Subrecipient shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Subrecipient's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Subrecipient shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Subrecipient.

b. The Subrecipient shall agree to promptly pay sub-subrecipients, including DBE Entities, in accordance with the law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders

b. Documentation of payments and other transactions with DBE Entities

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Subrecipient does not use in accordance with the approved DBE participation submission.

d. Any other records required by the OSD

e. The Subrecipient is required to maintain such records for five (5) years after completion or close out of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Subrecipient shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Subrecipient. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Subrecipient may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments.

b. For a requirements contract, the total dollar amount shall be based on actual quantities ordered.

c. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

d. The City will not adjust the contract for any cost increase due to DBE Entities' replacement.

C. Post-Award Modification. The OSD may grant a post-award modification request if:

1. For a reason beyond the Subrecipient's control, the Subrecipient is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work.

2. The Subrecipient must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination that the DBE submitted on Compliance Form -1 is unable to perform the specified work.

3. In such case, the Subrecipient shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work.

4. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE sub-subrecipients during the performance of the Agreement.

5. The Subrecipient reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Subrecipient shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, NORA will, and will require each sublessee to (1) not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, take affirmative action to ensure that such entity's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, NORA will not, and will require each sublessee to not, discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with NORA or any sublessee in any of NORA's or such sublessee's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by NORA or any sublessee. NORA agrees to, and shall require each sublessee to, comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subleases. NORA will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise, and will require all sublessees to comply with those provisions.

D. Termination for Breach. If NORA or a sublessee fails to comply with the requirements of this Article during the term of this Agreement or a sublease, said failure may result in the City causing NORA to terminate such sublease or to pursue other remedies.

ARTICLE XIII - INDEPENDENT ENTITY

A. Independent Entity Status. The Subrecipient is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, sub-subrecipients, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Subrecipient as an independent entity defined in *La. R.S. 23:1021(6)*, for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of *La. R.S. 23:1034*, any person employed by the Subrecipient will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Subrecipient, as an independent entity, is being selected by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)* and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Subrecipient, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid

holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XIV - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City or NORA at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City nor NORA); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City and/or NORA, provided such event was not caused by the negligence nor misconduct of the City nor NORA, as applicable, by the failure of the City or NORA, as applicable, to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City or NORA, as applicable, must provide notice in writing to the other Party stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City or NORA, as applicable, has provided required notice, such Party may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by such Party, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the other Party must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the suspending Party; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the other Party and without any further compensation due.

2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows, with a copy delivered by electronic mail at the addresses set forth below:

1. To the City:

Director, Office of Economic Development
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To NORA:

New Orleans Redevelopment Authority
Attn: Brenda M. Breaux, Executive Director
1409 Oretha Castle Haley Blvd.
New Orleans, LA 70113
Email: bbreaux@nola.gov

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

1. *Exhibit A: Monthly Progress Report*

2. *Exhibit B: Monthly Financial Report*

3. *Exhibit C: Budget and Schedule of Work*

4. *Exhibit D: HUD Terms and Conditions*

5. *Exhibit E: Community Development Block Grant Program-Disaster Recovery and Mitigation Rider*

B. Direct Conflict. If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Exhibits will control except as provided by law.

C. Difference in Standard. If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail unless the Parties mutually agree otherwise.

ARTICLE XII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and

until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. Assignment. This Agreement and any part of either Party's interest in it are not assignable nor transferable without the other Party's prior written consent in its sole discretion.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Compliance with the City's Hiring Requirements – Ban the Box.

1. NORA agrees to require all sublessees to comply with the City's hiring requirements contained in *City Code Section 2-8(d)* and *2-13(a)-(f)*. NORA will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise. Prior to executing any sublease, such sublessee must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of such sublease, or to provide sufficient written reasons for deviation, shall constitute a material breach of such sublease. Upon learning of any such breach, the City will provide NORA and such sublessee notice of noncompliance and allow such sublessee thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, such sublessee remains noncompliant, the City may move to cause NORA to void such sublease or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by *City Code Sections 2-8(d)* or *(g)*. Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect.

4. NORA will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or NORA on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with *Section 2-8.1 of the Municipal Code* entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, NORA shall reimburse the City or disgorge anything of value or economic benefit received from the City if NORA fails to meet its contractual obligations.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – Progress Report, Exhibit B – Financial Report, Exhibit C – NORA's Budget and Schedule of

Work, Exhibit D – HUD Compliance Provisions, Exhibit E – Community Development Block Grant Program-Disaster Recovery and Mitigation Rider.

H. Jurisdiction. NORA consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of NORA.

I. Limitations of Obligations. Neither NORA nor the City has any obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

J. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

K. Non-Solicitation Statement. NORA has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. NORA has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

L. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of NORA, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to NORA pursuant to this Agreement without regard to NORA's otherwise satisfactory performance of the Agreement.

N. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

O. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

P. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall

remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

Q. Special Conditions for Agreements with Subrecipients Using CDBG-DR Funds. The HUD Federal Compliance Provisions and the CDBG-DR Disaster Recovery and Mitigation Rider are attached as Exhibits "D" and "E," respectively, to this Agreement and are expressly incorporated in this Agreement.

R. Special Conditions for Agreements with Subrecipients Undertaking Eligible Activities under the Community Development Block Grant. The HUD Compliance Provisions for Direct Grantee Subrecipient Agreements and Professional Services Contracts and the CDBG-DR Disaster Recovery and Mitigation Rider are attached as Exhibits "D" and "E," respectively, to this Agreement and are expressly incorporated in this Agreement.

S. Survival of Certain Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions relating to the designation of a representative for this Agreement, invoices, payment, indemnification, insurance, NORA's sale rights, non-discrimination, choice of law, cost recovery, jurisdiction, prohibition of financial interest in agreement, prohibition on political activity, records retention, inspections, audits, ownership, and remedies in this Agreement shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect until the end of the term of the Lease.

T. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XVIII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and NORA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

CITY COUNCIL OF NEW ORLEANS

BY: _____

CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:

LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____

BRENDA M. BREAUX, EXECUTIVE DIRECTOR

Signed on this _____ of _____, 2025.

EXHIBIT "A"

Progress Report for the Period of _____ to _____

(To be submitted monthly showing progress achieved. Duplicate pages as needed.)

Contact Name: _____

Telephone: (____)_____ Fax :(____)_____

Goal:	
Objective(s):	
Activity (Activities) Performed:	
Performance Measure(s):	**%, $ amt. or number complete**

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____
BRENDA M. BREAUX, EXECUTIVE DIRECTOR

_____
DATE

EXHIBIT "B"

Cost Report for the Period of _____to_____

Expense Category	Monthly Expenditures	Total Cumulative Expenditures	Balance Remaining
Grant Management			
Environmental Review Services			
A/E Services			
Construction and Equipment			
Survey and Geotechnical Services			
Microgrant and Technical Assistance			
Totals	**$**	**$**	**$**

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____
BRENDA BREAUX, EXECUTIVE DIRECTOR

DATE _____

EXHIBIT "C"

BUDGET AND SCHEDULE OF WORK

RCIP Project No. 36LDRC7401

PROGRAM BUDGET

CDBG-DR FUNDS

Source of Funds	Cost Category	Amount	Cost Type*
CDBG-DR* (Subrecipient)	Other: Microgrants and Technical Assistance	$1,000,000.00	DPC
CDBG-DR (Subrecipient)	Construction and Equipment	$2,970,000.00	DPC
CDBG-DR (Subrecipient)	Architectural/Engineering Services	$225,000.00	DPC
CDBG-DR (Subrecipient)	Survey & Geotechnical Services	$55,000.00	DPC
CDBG-DR (Subrecipient)	Grant Management/Program Management	$500,000.00	ADC
CDBG-DR (Subrecipient)	Environmental Review Services	$100,000.00	ADC
Subrecipient Total		$4,850,000.00	
CDBG-DR (City)	Grant Management	$150,000.00	ADC
Total CDBG-DR Budget		$5,000,000.00	

09/1/2025

*Key: DPC = Direct Project Cost; ADC = Activity Delivery Cost

**The Subrecipient will use a Design/Build Approach instead of a traditional approach. The developer will also purchase equipment to furnish the food incubator site.

NOTE: Line items may be shifted with notification and City approval without need to Amend the agreement as long as the total budget is not exceeded.

SCHEDULE OF WORK

MILESTONE	TASK	PROPOSED START	ESTIMATED DURATION (DAYS)	PROPOSED END
OCD Approval		6/20/2025	0	6/20/2025
	Kick-off Meeting	7/2/2025	0	7/2/2025
	Execute Subrecipient Agreement (CNO &NORA)	7/2/2025	120	10/30/2025
	Environmental Review of soft costs	8/24/2025	30	9/23/2025
Incubator Project				
	Draft Solicitation for Developer-Operator	8/2/2025	90	10/31/2025
	Approval of Subrecipient Agreement (NORA Oct. board m	10/1/2025	30	10/31/2025
	Community Outreach & Stateholder Engagement	10/1/2025	180	3/30/2026
	Issue solicitation for developer-operator team	10/1/2025	60	11/30/2025
	Negotiate & execute developer-operator agreement	12/1/2025	30	12/31/2025
Design		1/1/2026	240	8/29/2026
	Developer-operator begins Architectural Design	1/1/2026	90	4/1/2026
	Developer-operator Final Design	4/2/2026	30	5/2/2026
	Site specific Environmental Assessment	5/2/2026	120	8/30/2026
	Developer-operator permitting process	5/2/2026	120	8/30/2026
Construction		9/1/2026	431	11/6/2027
	Groundbreaking	9/1/2026	7	9/8/2026
	Construction	9/1/2026	300	6/28/2027
	Developer-operator campaign for tenant recruitment	1/1/2027	180	6/30/2027
	Developer-operator application intake for tenants	1/1/2027	180	6/30/2027
	Substantial Completion	6/28/2027	1	6/29/2027
	Punchlist	6/30/2027	60	8/29/2027
	Final Completion	8/30/2027	7	9/6/2027
Construction Completion		9/7/2027	0	9/7/2027
	Contract Closeout	9/7/2027	60	11/6/2027
Micro-Grants				
	Draft Solicitation Micro-Grant Technical Assistance	7/2/2025	90	9/30/2025
	Marketing/Outreach/Informational Sessions	10/1/2025	180	3/30/2026
	Environmental clearance of TA costs	9/1/2025	60	10/31/2025
	Issue solicitation for technical assistance provider	11/1/2025	60	12/31/2025
	Issue NOFA	1/1/2026	30	1/31/2026
	Applications open for businesses to apply	1/1/2026	60	3/2/2026
	Evaluate application and select eligible applicants	3/2/2026	14	3/16/2026

	Provide eligible applicants Part B application	3/17/2026	14	3/31/2026
	Award TA assistance to eligible applicants	4/1/2026	60	5/31/2026
	Awards/Agreements to eligible applicants	6/1/2026	30	7/1/2026
	Site specific Environmental Assessments per grant	7/1/2026	90	9/29/2026
Construction				
	Construction of projects	8/1/2026	360	7/27/2027
	Final Completion	7/28/2027	7	8/4/2027
Construction Completion		8/5/2027	0	8/5/2027
	Contract Closeout	7/5/2027	60	9/3/2027

EXHIBIT "D"
HUD COMPLIANCE PROVISIONS
FOR
SUB-RECIPIENT
AGREEMENTS AND PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(applicable to contracts and subcontracts exceeding $10,000)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(applicable to contracts and subcontracts exceeding $10,000)

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Sub-recipient, or any sub-recipient, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Sub-recipient is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Sub-recipients must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Sub-recipient or Sub-recipient participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Sub-recipients or sub-recipients toward a goal in an approved Plan does not excuse any covered Sub-recipient's or sub-recipient's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Sub-recipient shall implement the specific affirmative action standards provided In paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Sub-recipient should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Sub-recipients performing contracts in geographical

areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Sub-recipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Sub-recipient has a collective bargaining agreement, to refer either minorities or women shall excuse the Sub-recipient's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Sub-recipient during the training period, and the Sub-recipient must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Sub-recipient shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Sub-recipient's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Sub-recipient shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Sub-recipient's employees are assigned to work. The Sub-recipient, where possible, will assign two or more women to each construction project. The Sub-recipient shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Sub-recipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Sub-recipient or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Sub-recipient by the union or, if referred, not employed by the Sub-recipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Sub-recipient may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Sub-recipient has a collective bargaining agreement have not referred to the Sub-recipient a minority person or woman sent by the Sub-recipient, or when the Sub-recipient has other information that the union referral process has impeded the Sub-recipient's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Sub-recipient's employment needs, especially those programs funded or approved by the Department of Labor. The Sub-recipient shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the Sub-recipient's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Sub-recipient in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Sub-recipient's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Sub-recipient's EEO policy with other Sub-recipients and Sub-recipients with whom the Sub-recipient does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Sub-recipient's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Sub-recipient shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Sub-recipient's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Sub-recipient's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts

from minority and female construction Sub-recipients and suppliers, including circulation of solicitation to minority and female Sub-recipient associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Sub-recipient's EEO policies and affirmative action obligations.

H. Sub-recipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Sub-recipient association, joint Sub-recipient-union, Sub-recipient-community, or other similar group of which the Sub-recipient is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Sub-recipient actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Sub-recipient's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Sub-recipient. The obligation shall not be a defense for the Sub-recipient's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Sub-recipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Sub-recipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Sub-recipient has achieved its goals for women generally, the Sub-recipient may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Sub-recipient shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Sub-recipient shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

L. The Sub-recipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246,

as amended.

M. The Sub-recipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Sub-recipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.

N. The Sub-recipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Sub-recipients shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

(applicable to contracts and subcontracts exceeding $10,000)

A. The Offeror’s or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Sub-recipient's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Sub-recipient's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Sub-recipient performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Sub-recipient also is subject to the goals for both its federally involved and non-federally involved construction. The Sub-recipient's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Sub-recipient shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Sub-recipient to Sub-recipient or from project to project for the sole purpose of meeting the Sub-recipient's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

C. The Sub-recipient shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-recipient; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. CERTIFICATION OF NON-SEGREGATED FACILITIES

(applicable to contracts and subcontracts exceeding $10,000)

By the submission of this bid, the bidder, offeror, applicant or Sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this

contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLMENT ACT OF 1974**

The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (applicable to projects with more than $200,000 in funding from housing and community development financial assistance programs, or more than $100,000 in assistance from Lead

Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. ***Employment and Training***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

B. ***Contracting***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

C. **Contract Provisions**

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and

subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts exceeding $10,000)

A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each

Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding $100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection,

monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Sub-recipient and sub-recipients shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Sub-recipient shall observe all local, state and federal laws in purchasing and handling explosives. The Sub-recipient shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Sub-recipient shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Sub-recipient or his Surety for damages that may be caused by such use.

C. **Danger Signals and Safety Devices (Modify as Required)**

The Sub-recipient shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Sub-recipient fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Sub-recipient. Such action by the Owner does not relieve the Sub-recipient of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. **REPORTING REQUIREMENTS**

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national

origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Sub-recipients shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.

C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for

copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

A. The Sub-recipient shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.

C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Sub-recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Sub-recipient shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on

work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF SUB-RECIPIENT

The Sub-recipient covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Contract are confidential, and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Sub-recipient certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Sub-recipient shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Sub-recipient and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Sub-recipient and its sub-recipients at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Sub-recipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Sub-recipient, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Sub-recipient shall either pay

the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Sub-recipient does not make payments to a trustee or other third person, the Sub-recipient may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Sub-recipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Sub-recipient to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sub-recipient under this contract or any other Federal contract with the same prime Sub-recipient, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Sub-recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Sub-recipient or any contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Sub-recipient, disburse such amounts withheld for and on account of the Sub-recipient or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records**. Payrolls and basic records relating thereto shall be maintained by the Sub-recipient during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the Sub-recipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Sub-recipients employing apprentices or trainees under approved

programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Sub-recipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Sub-recipient will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Sub-recipient is responsible for the submission of copies of payrolls by all sub-recipients. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Sub-recipient or Sub-recipient or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Sub-recipient or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Sub-recipient or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Sub-recipient or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Sub-recipient as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Sub-recipient is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-recipient's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Sub-recipient will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Sub-recipient will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Sub-recipient shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Sub-recipient or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for the compliance by any Sub-recipient or lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Sub-recipient and a Sub-recipient as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Sub-recipient (or any of its sub-recipients) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Sub-recipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sub-recipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Sub-recipient or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Sub-recipient or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Sub-recipient and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such Sub-recipient and Sub-recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Sub-recipient such sums as may be determined to be necessary to satisfy any liabilities of such Sub-recipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Sub-recipient or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any Sub-recipient or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Sub-recipient shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Sub-recipient shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each sub-recipient. The Sub-recipient shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 if the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds $10,000, the value of the quantity acquired by the preceding fiscal year exceeds $10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The $10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Sub-Recipient shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, "the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance." The Sub-recipient shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

Sub-recipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, Sub-recipient shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Subrecipient must comply with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

EXHIBIT E
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-DR) – DISASTER RECOVERY AND MITIGATION RIDER

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery ("CDBG-DR") or Community Development Block Grant - Mitigation ("CDBG-MIT") Program by and between the City of New Orleans, State of Louisiana, acting herein by LaToya Cantrell, Mayor, through its Office of Economic Development, hereunto duly authorized, and New Orleans Redevelopment Authority, organized under the laws of the State of Louisiana, acting herein by Brenda M. Breaux, Executive Director, hereunto duly authorized; this CDBG-DR Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, upon contract execution, and the terms and provisions outlined herein will be applicable to all contracts and agreements in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:
https://www.hud.gov/hud-partners/community-cdbg-dr/regulations

COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR PROFESSIONAL SERVICES CONTRACTS

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35. AUTHORIZATION

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (Also in Appendix II to 2 CFR 200)

Applicable to contracts and subcontracts above $10,000

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES
Applicable to contracts and subcontracts over $10,000

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Also in Appendix II to 2 CFR 200)

A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
Applicable to contracts and subcontracts over $10,000

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

Applicable to contracts and subcontracts exceeding $100,000

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the

Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (Applicable to contracts and subcontracts of $10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate any contract at any time by giving at least ten days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available

thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

27. ANTI-KICKBACK RULES

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any

interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

35. ATTESTATION

This Agreement is authorized by the City of New Orleans, Motion M_____-_____ adopted _____ (date), copies of which are attached hereto and made a part hereof.

ATTEST:

_____

_____

_____

City of New Orleans

By: Jeffrey Schwartz
Director,
Office of Economic Development

Date:_____

New Orleans Redevelopment Authority

By: Brenda M. Breaux
Executive Director,
New Orleans Redevelopment Authority

Date:_____

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR Part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

   The contracts must also include a provision for compliance with the Copeland ‘‘Anti-Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or

Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will

not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Such disclosures are forwarded from tier to tier up to the non-federal award.

J. See § 200.323.

K. See § 200.216.

L. See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

   1) Procure or obtain covered telecommunications equipment or services;

   2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

d) See Public Law 115–232, section 889 for additional information.

e) See also § 200.471.

§ 200.322 Domestic preferences for procurements.

a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3

This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation, housing

construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

1. Section 3 of the Housing and Urban Development Act of 1968

   The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

   a. Low-Income Person Definition

      A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

   b. Compliance

      Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

      i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

      ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the

parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

    1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and

    2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

[**END OF AGREEMENT**]

2255

Calendar No. (Rev)
(Exp)

Name Jeff Schwartz Ext. 4954
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: AN ORDINANCE authorizing the mayor of the City of New Orleans to enter a Subrecipient Agreement with the New Orleans Redevelopment Authority for the purpose of developing a food incubator and deploying grants to foster entrepreneurship in food industries.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The purpose of the ordinance is to continue the existing relationship between the City and the Orleans Parish Communications District through a 5 year CEA.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans and OPCD

The obligations, expectations, and deliverables of the parties involved:

The city of New Orleans will provide payment to continue the function of the emergency communication functions provided by OPCD.

Any fiscal implications for the City with the contract:

The total cost of the contract will be $17,388,185.00

The public purpose and need for the contract:

To continue the function of the emergency communication functions provided by OPCD.

The duration of the contract:

The duration of the contract is 5 years.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,273

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE to provide for the designation of public property within a specified area of the City of New Orleans as a temporary "Special Event Clean Zone" during the time period beginning at 6:00 a.m. on Monday, December 29, 2025, and continuing through and until 11:59 p.m. on Friday, January 2, 2026 (the "Effective Period"), relative to the use of these public areas in conjunction with the 2026 CFP Quarterfinal at the Allstate Sugar Bowl and related activities and events produced by the College Football Playoff; to provide for the temporary prohibition of certain commercial activities in the Special Event Clean Zone unless approved, sanctioned or authorized by the City or as set forth in "Sponsor's" (as defined, below) special event permit, if and as applicable; to provide for the establishment of one or more public participation areas; to provide for the establishment of fines and penalties for violations of this ordinance; to establish the Special Event Clean Zone within the area bounded by the Pontchartrain Expressway, Tchoupitoulas Street, Orange Street proceeding across the Mississippi River, the West Bank Levee, Esplanade Avenue, North Claiborne Avenue, Tulane Avenue, and South Broad Street, excluding the Louisiana Superdome property, the New Orleans Smoothie King Arena property, and the Ernest N. Morial Convention Center property; to provide a sunset period for applicability; and otherwise to provide with respect thereto.

WHEREAS, the City of New Orleans is hosting the 2026 CFP Quarterfinal at the Allstate Sugar Bowl and related activities, collectively defined as the ("Event"), presented by the College Football Playoff ("Sponsor"); and

WHEREAS, the dates of the Event is scheduled to occur on Monday, December 29, 2025 through Friday, January 2, 2026 for the 2026 CFP Quarterfinal at the Allstate Sugar Bowl; and

WHEREAS, the Event will attract tens of thousands of visitors and participants to the City of New Orleans and provide the city with national exposure; and

WHEREAS, the Event will have a tremendous positive economic impact on the City of New Orleans and the State of Louisiana; and

WHEREAS, given the thousands of residents, participants, and visitors who will be in attendance, it is necessary that certain public areas surrounding events related to the Event be regulated and controlled to provide for the health, safety, and welfare of all residents, participants, and visitors; and

WHEREAS, the sale or distribution of merchandise and commercial goods or wares on public property in proximity to Event will exacerbate congestion, potentially lead to public safety hazards, and hinder security operations; and

WHEREAS, the City desires to prevent the sale, offer for sale, or distribution of counterfeit, infringing, or otherwise illegal merchandise to residents, visitors, and participants within the Clean Zone; and

WHEREAS, the proper regulation of the flow of people and goods on public property will ensure that all that the Event events have to offer may be safely enjoyed by all; and

WHEREAS, to that end, it is necessary to establish a Special Event Clean Zone in the area within the City where Event activities are scheduled to occur during the "Effective Period" and within the specified boundaries designated in this ordinance; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That there is hereby established a "Special Event Clean Zone" consisting of all public property located within the area bounded by the Pontchartrain Expressway, Tchoupitoulas Street, Orange Street proceeding across the Mississippi River, the West Bank Levee, Esplanade Avenue, North Claiborne Avenue, Tulane Avenue, and South Broad Street, and the airspace above the specified boundaries, and excluding the Louisiana Superdome property, the New Orleans Smoothie King Arena property, and the Ernest N. Morial Convention Center property. The Special Event Clean Zone Area does not include private property, except as otherwise expressly provided herein.

SECTION 2. The Special Event Clean Zone shall commence at 6:00 a.m. on Monday, December 29, 2025, and continuing through and until 11:59 p.m. on Friday, January 2, 2026, relative to the use of these public areas in conjunction with the 2026 CFP Quarterfinal at the Allstate Sugar Bowl ("Effective Period"), and related activities produced by the College Football Playoff ("Sponsor").

SECTION 3. The following activities conducted by any person or entity within the Clean Zone Area, except for those approved, sanctioned or authorized by the City, shall be regulated as follows during the Effective Period.

a. The construction, placement, occupation, or use of any temporary structure or enclosure of any kind shall be prohibited, including but not limited to tents, canopies, and air-supported, air-inflated, and tensioned membranes except for those sanctioned or authorized by the City or as set forth in Sponsor's special event permit.

b. Unless expressly permitted by the City, commercial activity and transactions shall be prohibited upon all public streets, sidewalks, or rights of way. This prohibition shall not apply to the following:

1. the commercial operation of permitted taxicabs, rideshares, limousines, charter buses, pedicabs, or similar permitted conveyances on public streets;
2. the continuation of ordinary business operations within an existing, permitted parklet attached to a restaurant or bar and/or currently permitted sidewalk use, provided that (i) no holder of a parklet or sidewalk use permit may assign the rights to operate a parklet or sidewalk use to any third party during the Effective Period, and (ii) no advertising of any kind may be installed within or adjacent to a parklet or as part of a sidewalk use except as part of a permitted A-frame sign;
3. ordinary vehicular usage of public streets;
4. ordinary pedestrian usage of streets and sidewalks to access private property and businesses;
5. delivery of goods to retail business establishments by wholesalers and suppliers;
6. the sale or distribution of artworks in the areas immediately abutting Jackson Square and St. Louis Cathedral;
7. street performances that do not unreasonably interfere with pedestrian or vehicular traffic associated with the Event or with Event security or public safety.

c. Except as provided in Section 3(b)(1)-(7), the sale or distribution of any merchandise, food, beverages, or services shall be prohibited on public streets, sidewalks, rights of

way, and outside of an enclosed building to patrons on public streets, sidewalks, or rights of way.

d. Permits relative to amplified sound outside an enclosed structure shall not be granted except as set forth in Sponsor's special event permit.

e. Inflatables, cold air balloons, banners, pennants, flags, building wraps, A-frame signs, projected image signs, electronic variable message signs, light emitting diode signs of a commercial nature shall be prohibited except for those sanctioned or authorized by the City or as set forth in Sponsor's special event permit.

f. Mobile advertising and advertising for goods, products, and services not offered at the adjoining business establishment shall be prohibited except as set forth in Sponsor's special event permit, provided that no taxicab, pedicab or bus permitted for operation as of the effective date of this Ordinance shall be required to require to remove or obscure any existing advertising.

g. No alcoholic beverages shall be provided, served, or sold to the general public from any temporary outdoor use or structure except for those sanctioned or authorized by the City or as set forth in Sponsor's special event permit.

h. The distribution, promotional giveaway, or provision of free products, services, coupons or samples shall be prohibited except as set forth in Sponsor's special event permit.

i. The erection or placement of mobile wireless communication facilities shall be prohibited. A mobile wireless communication facility is defined as a structure, antenna, or trailer, temporary and portable in nature, that is used to provide or increase wireless cellular communication.

j. No person or entity shall sell, offer for sale, or distribute counterfeit, unauthorized, unlicensed, infringing, or otherwise illegal merchandise, including, without limitation, merchandise that bears the trademarks, service marks, copyrights, or other intellectual property rights of any entity that has not consented to the use of its intellectual property.

k. Commercial or promotional filming of any kind that includes festival infrastructure, attendees, artists, or sponsors shall be prohibited without prior authorization.

SECTION 4. That any activity or undertaking conducted by any person or entity on private property located within the Special Event Clean Zone that requires the issuance of a permit or license by the City of New Orleans, shall be regulated and governed by the applicable provisions of the Comprehensive Zoning Ordinance of the City of New Orleans and the New Orleans City Code, as well as existing federal, state, and local law. Applications for such permits or licenses for activities or undertakings during the Effective Period shall be completed and submitted to the City of New Orleans no later than close of business twenty-on (21) days before the date of the Event, or the applications may be denied for untimeliness.

SECTION 5. That nothing in this ordinance shall be construed as a repeal or suspension of any existing laws prohibiting or governing the issuance of permits outside the Clean Zone geographical boundaries as detailed in Section 1 herein above.

SECTION 6. Nothing in this ordinance is intended to prohibit non-commercial speech or to impair constitutionally protected speech or activity on public property. Due to the significant congestion and traffic associated with the event, however, no permit for a parade, street closure, or film project (except as set forth in Sponsor's special event permit) or demonstration within the Clean Zone may be issued during the Effective Period, nor shall amplified sound be permitted. To mitigate any impact on constitutionally protected activity, the City shall establish one or more public participation areas within the Clean Zone Area. Each public participation area shall allow for the reasonable expression by the public in a manner that shall not be disruptive to the Event. Each public participation area shall be provided for during such reasonable times and in such a reasonable location within the Special Event Clean Zone as to allow for meaningful and effective expression by the public.

SECTION 7. That the violation of any provision of this ordinance shall be punishable by a fine not exceeding $500.00 per violation or by imprisonment for not more than six months or both such fine and imprisonment. Additionally, any unauthorized promotional materials, products, or displays shall be immediately removed and temporarily confiscated and stored by the City until the expiration of the “Effective Period”.

SECTION 8. The provisions of this Ordinance are intended, in part, to protect the significant investment of the Event sponsor and the economic benefits that flow to the City from the Event. The provisions of this ordinance shall constitute prohibitory laws and, as such, may be

enjoined without the requisite showing of irreparable harm. In addition to any other available remedy, the provisions hereof may be enforced by injunctive relief.

SECTION 9. That, if any of the provisions of this ordinance are for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions, and those remaining portions shall be and remain in full force and effect.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,274

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to move grant funds from Miscellaneous to the New Orleans Recreation Development Commission for operational expenses; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**HOUSING AND URBAN DEVELOPMENT– FUND 4110**	
	MISCELLANEOUS	
	100 – PERSONAL SERVICES	$74,948
	TOTAL	**$74,948**

TO:	**HOUSING AND URBAN DEVELOPMENT– FUND 4110**	
	NEW ORLEANS RECREATION DEVELOPMENT COMMISSION	
	200 - OTHER OPERATING	$74,948
	TOTAL	**$74,948**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

2267

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: NEW ORLEANS RECREATION DEVELPOMENT COMMISSION

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to move grant funds ($74,948) from Miscellaneous to the New Orleans Recreation Development Commission for operational expenses.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 8/7/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		**Amount**
From:	**HOUSING AND URBAN DEVELOPMENT– FUND 4110**	
	MISCELLANEOUS	
	100 – PERSONAL SERVICES	-$74,948
To:	**HOUSING AND URBAN DEVELOPMENT– FUND 4110**	
	NEW ORLEANS RECREATION DEVELOPMENT COMMISSION	
	200 – OTHER OPERATING	**$74,948**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge, Asst. CAO
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 9/22/2025

CHIEF ADMINISTRATIVE OFFICE

2268

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to move grant funds ($74,948) from Miscellaneous to the New Orleans Recreation Development Commission from appropriation 100 – Personal Services to 200 – Other Operating for operational expenses.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

New Orleans Tourism and Cultural Foundation Ordinance adopts the New Orleans Tourism and Cultural Fundation, "Tourism and Cultural Economy Program", "Proposed Grant Scoring Matrix, and budget for 2026.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring November 30, 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,275

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to move private grants funds within the Health Department from 200 – Other Operating to 100 – Personal Services for the National Collaboration on Gun Violence (NCGVR); and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**PRIVATE GRANT FUNDS– FUND 4900**	
	HEALTH DEPARTMENT	
	200 – OTHER OPERATING	$35,395
	TOTAL	**$35,395**

TO: **PRIVATE GRANT FUNDS– FUND 4900**

HEALTH DEPARTMENT

100 – PERSONAL SERVICES	$35,395
TOTAL	**$35,395**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: HEALTH DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to move private grants funds ($35,395) within the Health Department from 200 – Other Operating to 100 – Personal Services for the National Collaboration on Gun Violence Research (NCGVR).

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 9/3/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**PRIVATE GRANTS– FUND 4900**	
	HEALTH DEPARTMENT	
	200 – OTHER OPERATING	-$35,395
To:	**PRIVATE GRANTS– FUND 4900**	
	HEALTH DEPARTMENT	
	100 – PERSONAL SERVICES	$35,395
	TOTAL	$0

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

DDelarge
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 9/12/2025

CHIEF ADMINISTRATIVE OFFICE

2275

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to move private grants funds ($35,395) within the Health Department from 200 – Other Operating to 100 – Personal Services for the National Collaboration on Gun Violence Research (NCGVR).

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

New Orleans Tourism and Cultural Foundation Ordinance adopts the New Orleans Tourism and Cultural Fundation, "Tourism and Cultural Economy Program", "Proposed Grant Scoring Matrix, and budget for 2026.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans, by and through the New Orleans Aviation Board, and

The obligations, expectations, and deliverables of the parties involved:

Operation and maintenance of the buildings in support of the critical air cargo tenants and airline support related to ground service and equipment.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a Lease Agreement with AERO NEW ORLEANS II, LLC

The duration of the contract:

The lease term is three (3) years with two (2) additional one-year periods (expiring November 30, 2030 subject to a 90-day cancellation notice by Lessee)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: October 9, 2025

Reference: Council Rule 41 & City Code Section 2-813

MOTION

(LYING OVER)
NO. M-25-182

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Juvenile Justice Center).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

HIRING RATES

Class Code	Class Title	From: Grade/Step Annual	To: Grade/Step Annual	To: After 1/19/25
C6028	Juvenile Detention Counselor I	55/32 $39,400	55/37 $41,925	55/39 $42,980
C6029	Juvenile Detention Counselor II	58/30 $41,427	58/39 $46,306	58/41 $47,471
C6030	Juvenile Detention Counselor III	60/30 $43,517	60/43 $51,144	60/45 $52,431
C6031	Juvenile Detention Supervisor	63/28 $45,734	63/45 $56,488	63/47 $57,909
C1210	Food Services Worker (JJIC)	50/34 $35,673	50/39 $37,959	50/41 $38,914
C1211	Food Services Worker, Senior (JJIC)	52/34 $37,490	52/43 $41,925	52/45 $42,980
C1521	Institutional Food Services Supervisor (JJIC)	54/34 $39,400	54/47 $46,306	54/49 $47,471
C6024	Juvenile Reentry Support Specialist	63/25 $44,061	63/41 $53,750	63/43 $55,102
C2429	Juvenile Justice Center Maintenance Superintendent	82/19 $65,569	82/35 $79,987	82/37 $81,999

At the request of the Juvenile Justice Intervention Center, the Civil Service Commission approved the aforementioned hiring rate adjustments to address the continuing difficulty of recruiting and retaining employees for these specialized positions at present hiring rates; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

Pg 31 #53

Cali 9/25

2281

GENERAL MATTERS & COMMITTEE SPEAKER CARD (please print clearly) Date: Sept 11

Presiding Officer:
I would like to speak regarding the following item...

Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):

Motion M-25-182
RA #53
pg 31

Support	Oppose	Info. Only
☐	☐	☒

Name: Michel Bureau

Address: 2245 rue

Representing: /

Remarks:

2025 SEP 11 9:21AM

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

MOTION
(LYING OVER)
NO. M-25-183

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Juvenile Justice Center).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

NEW CLASSIFICATIONS:

Class Code	Class Title FLSA Status	To: Grad Annual	To: After January 19, 2025
C6035	Juvenile Reentry Support Specialist, Lead (Non-Exempt)	66/41 $57,909	66/43 $59,366
C6036	Juvenile Reentry Support Supervisor (Non-Exempt)	69/45 $65,569	69/47 $67,218

At the request of the Juvenile Justice Intervention Center, the Civil Service Commission approved the aforementioned new classifications to provide a career ladder for those individuals in the class of Juvenile Reentry Support Specialist. Work of these new positions includes providing case management support to youth and families participating in the Alternative to Detention Program, the Intensive In-home and Community Supervision program and the Electronic Monitoring Program; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)
NO. M-25-184

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (**CAO**).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

NEW CLASSIFICATIONS:

Class Cod	**Classification:**	Grade /Step Hiring Rate	After 1/19/25 Hiring Rate	Exemption Status
C0485	Grants Administrator	96/27 $102,546	96/29 $105,126	Exempt
C0486	Grants Manager	86/21 $74,242	86/23 $76,109	Exempt
C0487	Grants Specialist	78/25 $63,960	78/27 $65,569	Exempt

At the request of the Chief Administrative, the Civil Service Commission approved the aforementioned new classifications to create a new job series that would encompass the responsibility for grant research, writing, administration, and grant coordination on a City-wide basis with the objective of increasing funding for operational and capital needs; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)
NO. M-25-186

CITY HALL: March 27, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on January 10, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Public Works).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of January 10, 2025 as outlined below:

NEW CLASSIFICATIONS:

Class Code	**New Classification**	Grade/Step Hiring Rate*	FLSA Status
C2090	Traffic Signal Apprentice	54/38 $38,433	Non-Exempt
C2091	Traffic Signal Technician I	68/33 $55,102	Non-Exempt
C2092	Traffic Signal Technician II (Senior)	71/33 $59,366	Non-Exempt
C2093	Traffic Signal Technician III (Lead/Trainer)	74/33 $63,960	Non-Exempt
C2094	Traffic Signal Coordinator	75/39 $70,643	Non-Exempt

In conjunction with the Department of Public Works and Civil Service Staff, the Civil Service Commission approved the aforementioned new classifications to address the critical shortage of positions related to the installation, maintenance and repair of traffic signals and other electronic devices. The new Traffic Signal job series provides a comprehensive career track providing opportunities for career growth and development; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-187

CITY HALL: March 27, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on January 10, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).
In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of January 10, 2025 as outlined below:

Pay Grade and Hiring Rate:

Class Code	Class Title	**Grade /Step**	Annual	**To: Grade/ Step**	Annual
C5262	Latent Print Supervisor	82/42	$87,254	85/51	$105,126

At the request of the Police Department, the Civil Service Commission approved the aforementioned grade and hiring rate change for the classification of Latent Print Supervisor. The position's expanded supervisory role includes overseeing lead and/or supervisory positions in the Latent Print Section; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-189

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on February 3, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Professional Certification Pay).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of February 3, 2025 as outlined below:

Amended Special Rate of Pay: ~~**Strikethroughs are deleted.**~~

~~Exempt~~ Employees, with the approval of their appointing authority may be granted a 5% increase in pay upon completion of a professional certification that is directly related to the employee's work. This is a one-time premium pay to recognize the additional education and training acquired by an employee. This will not apply to multiple certifications earned in the same field of professional work.

For purposes of this incentive pay, a professional certification shall be considered:

- A third-party attestation of an individual's level of knowledge or proficiency in a certain industry or profession.
- Certifications must be granted by authorities in the field, such as professional societies and universities, or by private certificate granting agencies.
- Certifications must be time-limited; some expire after a period of time (e.g., the lifetime of a product that required certification for use), while others can be renewed indefinitely as long as certain requirements are met. Renewal usually requires ongoing education to remain up-to-date on advancements in the field, evidenced by earning the specified number of continuing education credits (CECs), or continuing education units (CEUs), from approved professional development courses
- The professional certification cannot be a minimum qualification for the employee's current position or have been used for extraordinary qualifications pay.

Notes:

- Professional Certification pay may not be granted if it was a requirement for entry into a job series.
- The Professional certification cannot have been required for placement into a special assignment for which the employee is currently receiving special assignment pay.
- Employees are limited to one premium regardless of the number of certifications earned.

- The special rate of pay in pro-rated over a year, is not paid in a lump sum, and will be removed from terminal leave calculations.
- This special rate of pay shall be removed if the certification is allowed to lapse. Employees are required to notify their Human Resources Manager immediately if their certification lapses. Failure to remove the special rate of pay in a timely manner will result in a retroactive pay decrease.
- The effective date of this special rate shall be the first Sunday of the month following the submission of this form and a copy of the certification to Civil Service.
- The Director of Personnel shall reserve the right to determine a qualifying certification under these guidelines.
- Certifications must require a minimum of fifteen (15) Continuing Education Hours per year to be considered Professional.

Following departmental requests, the Civil Service Commission approved the aforementioned pay plan amendment to expand the use of Professional Certification Pay to expand the use of professional certification pay to all employees whether exempt or non- exempt. It is the intent of this special rate of pay to encourage investment in employee training and development with the intent of improving the performance of the City Workforce and enhancing the services provided by the City Government; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-235

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classification:

Class Code	Class Title	**Grade /Step Annual**	Up to: Grade /Step Annual*
C7115	Deputy Superintendent of Police (Fiscal and Personnel Management)	104/28 $126,759	104/49 $164,411

At the request of the Police Department, the Civil Service Commission approved the aforementioned new classification that would oversee all administrative functions relative to fiscal management, human resources, payroll and grant administration, records management, National Crime Information Center (NCIC), Information Technology (IT Division), and the Fleet Management of the Police Department; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-236

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classifications:

Class Code	Class Title	**Grade /Step**	Annual
C5266	Latent Print Examiner	77/33	$68,909
C5267	Latent Print Examiner, Senior	79/41	$79,987

At the request of the Police Department, the Civil Service Commission approved the aforementioned specialized classifications to perform forensic examinations in the area of pattern and impression evidence including the analysis of latent prints on physical evidence and the comparison of friction ridge skin impressions. Work also includes writing reports of findings and providing courtroom testimony as needed; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-238

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Property Management).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

Pay Grade and Hiring Rate Changes:

Class Code	Class Title	**Grade /Step**	Annual	**To: Grade/ Step**	Annual
C7050	Real Estate Administrator	86/17	$70,643	**88/32**	$89,449

At the request of the Department of Property Management, the Civil Service Commission approved the aforementioned grade and hiring rate change for the classification of Real Estate Administrator. The position's expanded supervisory role includes overseeing the buying, selling, rental and appraisal of City owned properties as well as overseeing all real estate records citywide; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-239

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classifications:

Class Code	Class Title	**Grade /Step**	Annual
C5263	CODIS Administrator	81/45	$88,344
C5264	CODIS Specialist	79/41	$79,987
C5265	CODIS Support	77/33	$68,909

Grade/Hiring Rate/Title Adjustment:

Class Code	Class Title	Grade /Step	Annual	To: Grade/ Step	Annual
C5259	DNA Technical Leader (Section Supervisor) Retitle of DNA Technical Leader	83/51	$100,030	85/55	$110,481

At the request of the Police Department, the Civil Service Commission approved the aforementioned new classifications to establish a CODIS Specialist series whose focus would be on managing the operations of the CODIS (Combined DNA Index System) database within the DNA unit.

In addition, the grade/hiring rate/title adjustment to the classification of DNA Technical Leader reflect the additional supervisory requirements expected of the position which will need be expected to supervise the CODIS Administrator; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)

NO. M-25-288

CITY HALL: May 22, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on May 9, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of May 9, 2025 as outlined below:

Submitting for Council Approval: Amendment to Civil Service Rules (Police)

Rule IV, Section 1.3 (Pay Plan)
(Additions are in **bold** - Deletions have been ~~struck through~~)

1.3 The pay of all positions in the classified service shall be determined in accordance with the pay plan in effect and in accordance with the provisions of the Civil Service Law regardless of any provisions or appropriation for any different salary rate or mode of payment for any position. The regular hourly base rate shall be determined as follows:

(a) For those non-exempt employees engaged in law enforcement activities, their regular hourly base rate shall be computed by dividing the annual salary ~~by twenty-six (26)~~ **fifty-two (52)**, and then dividing the quotient ~~by eighty-five and one half (85.5)~~ **forty-two and three quarters (42.75**). (Adopted by Commission December 16, 2002, approved by the Council June 5, 2003, effective July 13, 2003)

(b) For those non-exempt employees engaged in fire protection activities, their regular hourly base rate shall be computed by dividing the annual salary by twenty-six (26) and then dividing the quotient by one hundred and six (106). (Amended January 20, 2023 and adopted by Council February 19, 2023 to be effective June 18, 2023)

(c) For all other employees, their regular hourly base rate shall be

computed by dividing the appropriate annual salary by and then dividing the quotient by either thirty-five (35), forty (40) or forty-six (46) depending upon the employee's assigned work schedule.

Rule IV, Section 9.1 (Pay Plan-Overtime)
(Additions are in **bold** - Deletions have been ~~struck through~~)

Rule IV Pay Plan (Overtime)

9.1 Pursuant to the specific provisions of 29 U.S.C., Section 207 (k):

(a) Any non-exempt employee engaged in law enforcement activities shall be paid overtime at the special hourly base rate for all hours worked in excess of ~~eighty-five and a half (85.5)~~ **forty-two and three quarter (42.75)** hours in a ~~fourteen (14)~~ **seven (7)** day work period. (adopted by Commission December 16, 2002, approved by the Council June 5, 2003, effective July 13, 2003)

(b) Any non-exempt employee engaged in fire protection activities shall be paid overtime at the special hourly base rate for all hours worked in excess of one hundred and six (106) in a fourteen (14) day work period (amended October 23, 1985, ratified by the Council October 24, 1985, effective April 13, 1986)

(c) Any non-exempt employee not covered by Section 9.2 (a) and (b), who receives state supplemental pay and/or city millage, shall be paid overtime worked in excess of forty (40) hours in a work period. (adopted April 19, 1990, approved by the City Council May 3, 1990, effective May 3, 1990)

The aforementioned rule amendments approved by the Civil Service Commission would provide for overtime compensation after a 7 day/42.75 hour period in lieu of the present 14 day/85.5 hour period. The intent of these amendments are to allow the department to pay non-exempt Police employees overtime on a weekly basis. Note that because of the programming required of the city's pay system to enact this work cycle change, it will be effective at a "to be determined" future date no later than one year after the Council's ratification of these rule amendments; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan are approved to be effective May 25, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-435

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on July 11, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of July 11,2025 as outlined below:

New Classification:

Class Code	Class Title/Exemption Status	**Grade /Step**	Annual
C5285	Crime Scene Investigation Manager (Non-Exempt)	79/34	$73,325

At the request of the Police Department, the Civil Service Commission approved the aforementioned classification of Crime Scene Investigation Manager to create a specialized classification that would oversee the Crime Scene Investigation Unit. Work includes managing the crime scene investigation unit including developing procedures, training programs, special operations in labs and reviewing complex crime scene reports. Work includes supervising Crime Scene Investigation Supervisors to include prioritizing and assigning work and establishing quality control measures; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective August 24, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-530

CITY HALL: October 9, 2025

BY: COUNCILMEMBERS MORRELL AND HARRIS

WHEREAS, on May 25, 2023, the City Council adopted Motion M-23-247 directing the City Planning Commission to study the impacts of transient lodging uses (including short-term rental, commercial; hotel/motel; timeshare; hostel; and bed and breakfast, principal and accessory) and to recommend updates to the Comprehensive Zoning Ordinance related to these uses;

WHEREAS, the Council directed the City Planning Commission to complete the study within 180 days of the adoption of M-23-247 in May 2023;

WHEREAS, despite its best efforts and retention of a professional services consultant, the City Planning Commission failed to complete the study within 180 days;

WHEREAS, the City Planning Commission recently indicated that the transient lodging study report will be considered at its meeting on October 28, 2025;

WHEREAS, assuming the City Planning Commission considers the report at its October 28th meeting and thereafter timely transmits the report to the Council, the earliest the Council can conduct a hearing on the study is at its November 20, 2025 meeting;

WHEREAS, tourism is a major component of the City's economy;

WHEREAS, changes to transient lodging regulations may significantly impact the City's economy, real estate market, housing availability, and other major areas of concern;

WHEREAS, to avert a flood of applications for transient lodging uses filed in advance of anticipated amendments to the regulations, the City Council wishes to protect the public's

health, safety, and welfare until the transient lodging study report is made available for public review, considered by both the City Planning Commission and the Council at public hearings, and any resulting changes are subsequently adopted into the Comprehensive Zoning Ordinance, in accordance with the process established by law;

WHEREAS, if not otherwise prohibited within each of the City's many zoning districts, the Comprehensive Zoning Ordinance regulates the several types of transient lodging uses as either "conditional" uses (requiring administrative review and approval by ordinance) or "permitted" uses (no need for administrative review or approval);

WHEREAS, given the several types of permitted and conditional transient lodging uses across the City's many zoning districts and the potential for a flood of applications in advance of substantial changes to the regulatory scheme, the Council desires to ease any possible burdensome impacts on neighboring land and public; and

WHEREAS, the Council believes the best path forward is to review each new transient lodging use as if it is conditional, and regardless of whether it is otherwise permitted under the Comprehensive Zoning Ordinance, thereby allowing for individual consideration of the impacts created upon the neighboring land, given all factors related to that specific use as proposed, and the public need for the particular use at the particular location. **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider an amendment to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance ("CZO"), to amend Article 19 to establish a new Interim Zoning District to be named the *Transient Lodging Interim Zoning District* ("IZD"), the intent of which is to require the approval of a conditional use by ordinance for the following uses when they are designated as permitted uses ("P") in the text of the Comprehensive Zoning Ordinance: hotel/motel; hostel; short-term rental, commercial;

timeshare; bed and breakfast, principal and accessory (collectively, the "Transient Lodging Uses"). The Transient Lodging Uses shall be subject to all provisions in the CZO related to conditional uses, including but not limited to Section 4.3. All other regulations in the CZO that may relate to any of the Transient Lodging Uses, including but not limited to use standards, bulk and yard standards, parking requirements, and stormwater management, shall continue to apply to the uses if approved under the terms of this IZD, unless expressly waived by the ordinance approving the conditional use. Where any of the Transient Lodging Uses are prohibited in the CZO, they shall remain prohibited uses under this IZD.

BE IT FURTHER MOVED, That this IZD shall apply citywide to all zoning districts.

BE IT FURTHER MOVED, That this IZD shall be in effect for a period of one year and may be extended as provided in Section 3-126 of the City Charter.

BE IT FURTHER MOVED, That, in accordance with Article 19, Section 19.3.C.5 of the CZO, all appropriate agencies of the City shall not accept any new application for a license or permit for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, nor issue any permit or license that conflicts with the intent and provisions of this IZD for any property during consideration of this matter. This IZD shall not operate to require a conditional use ordinance for any property which has already received a permit or license for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, including any property which has received a building permit but has not yet received a license to operate.

BE IT FURTHER MOVED, That appeals of this IZD shall be made to the Executive Director of the City Planning Commission. Every application for appeal shall be made on forms provided by the City and shall be accompanied by the payment of a filing fee in the amount of $1,500.00. The Executive Director shall not accept any appeal application that is not submitted and completed on the forms provided by the City or does not include complete payment of the

filing fee. The Executive Director or his or her staff shall review the accepted appeal application and shall make a recommendation to the Council of approval, modified approval, or denial based on the following standards:

1. Is the use requested in the appeal compatible with the surrounding land uses and structures?
2. Does the use requested in the appeal provide for an efficient use of land?
3. Will granting the use requested in the appeal increase traffic and safety hazards?
4. Will the use requested in the appeal increase community environmental impacts?
5. Is the use requested in the appeal consistent with all applicable zoning regulatory provisions except this Interim Zoning District, as found in the Comprehensive Zoning Ordinance and the City Code?
6. Will the use requested in the appeal prevent the development of long-term housing, including affordable and workforce housing?
7. Will the use requested in the appeal reduce the amount of long-term housing, including affordable and workforce housing?
8. Do special circumstances exist that would justify granting the appeal rather than requiring the applicant to adhere to the terms of this Interim Zoning District?

In conducting this review, the Executive Director may request that the applicant provide additional information, beyond that required by the official appeal application forms, as is necessary for the Executive Director to provide a recommendation. The Executive Director shall transmit the recommendation to the City Council within 60 days of receipt of the completed application to appeal and payment of the filing fee. The Council shall have 60 days from receipt of the Executive Director's recommendation to act by motion directing the drafting of an ordinance to grant the appeal (with or without modifications) or to deny the appeal. If the Council

fails to act within 60 days from receipt of the recommendation, the appeal shall be deemed to be denied.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

AMENDMENT TO MOTION NO. M-25-530

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS MORRELL AND HARRIS

BRIEF DESCRIPTION:

Amendment to M-25-530 to add additional review standards for appeals, to codify review criteria for conditional uses considered under this Interim Zoning District, to make technical corrections, and otherwise to provide with respect thereto.

AMENDMENTS:

1. In the last paragraph beginning "WHEREAS," delete the word "and" before the phrase "regardless of whether it is otherwise permitted under the Comprehensive Zoning Ordinance".
2. In the paragraph beginning "BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS," add the word "and" after the phrase that reads "hotel/motel; hostel; short-term rental, commercial; timeshare;".
3. At the end of the paragraph beginning "BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS," add the following:

> Furthermore, when the City Planning Commission considers a request for a conditional use for any proposed Transient Lodging Use, it should consider all criteria set forth in the CZO for a conditional use for the proposed use as well as the following criteria specific to this IZD:
>
> 1. Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?
> 2. Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
> 3. Will he proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?

4. Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
5. How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?

4. In the third paragraph beginning "BE IT FURTHER MOVED," after the phrase "all appropriate agencies of the City shall" replace the word "not" with the word "neither."

5. In the third paragraph beginning "BE IT FURTHER MOVED," after the phrase, "nor issue any permit or license that conflicts with the intent and provisions of this IZD for any property", replace the phrase "during consideration of this matter" with "while this IZD is in effect".

6. In the third paragraph beginning "BE IT FURTHER MOVED," replace the word "This" at the start of the second sentence with the following: "Except for properties where the relevant use has been deemed discontinued or abandoned for a continuous period of 180 days, this".

7. In the fourth paragraph beginning "BE IT FURTHER MOVED," after the second sentence, add the following sentence: "Every application shall also include a written statement explaining why the applicant should be exempted from the conditional use requirement imposed by this IZD."

8. In the fourth paragraph beginning "BE IT FURTHER MOVED," after the clause "The Executive director shall not accept any appeal application that is not submitted and completed on the forms provided by the City,", add the following clause: "does not include all information required by this IZD and CZO Section 4.3."

9. In the fourth paragraph beginning "BE IT FURTHER MOVED," add the following after the item marked with number 7:

    8. Has the property associated with the appeal been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
    9. Has any applicant associated with this appeal been adjudicated liable for violations related to prior Transient Lodging Uses at any other property?
    10. How many additional Transient Lodging Uses exist within 1,000 feet of the property associated with the appeal?

10. In the fourth paragraph beginning "BE IT FURTHER MOVED," in the item originally marked as number 8, after the phrase "Do special circumstances exist that would justify granting the appeal", add the following phrase: "and bypassing the conditional use process set forth herein".

11. In the fourth paragraph beginning "BE IT FURTHER MOVED," renumber the item originally marked as number 8 to number 11.

THE FOREGOING AMENDMENT WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE AMENDMENT WAS ADOPTED.

ENGROSSED VERSION

The following engrossed version shows how the proposed amendment would modify Motion M-25-530, as originally introduced. Additions are **underlined.** Deletions are shown as ~~strikethroughs~~.

WHEREAS, on May 25, 2023, the City Council adopted Motion M-23-247 directing the City Planning Commission to study the impacts of transient lodging uses (including short-term rental, commercial; hotel/motel; timeshare; hostel; and bed and breakfast, principal and accessory) and to recommend updates to the Comprehensive Zoning Ordinance related to these uses;

WHEREAS, the Council directed the City Planning Commission to complete the study within 180 days of the adoption of M-23-247 in May 2023;

WHEREAS, despite its best efforts and retention of a professional services consultant, the City Planning Commission failed to complete the study within 180 days;

WHEREAS, the City Planning Commission recently indicated that the transient lodging study report will be considered at its meeting on October 28, 2025;

WHEREAS, assuming the City Planning Commission considers the report at its October 28th meeting and thereafter timely transmits the report to the Council, the earliest the Council can conduct a hearing on the study is at its November 20, 2025 meeting;

WHEREAS, tourism is a major component of the City's economy;

WHEREAS, changes to transient lodging regulations may significantly impact the City's economy, real estate market, housing availability, and other major areas of concern;

WHEREAS, to avert a flood of applications for transient lodging uses filed in advance of anticipated amendments to the regulations, the City Council wishes to protect the public's health, safety, and welfare until the transient lodging study report is made available for public review, considered by both the City Planning Commission and the Council at public hearings, and any resulting changes are subsequently adopted into the Comprehensive Zoning Ordinance, in accordance with the process established by law;

WHEREAS, if not otherwise prohibited within each of the City's many zoning districts, the Comprehensive Zoning Ordinance regulates the several types of transient lodging uses as either "conditional" uses (requiring administrative review and approval by ordinance) or "permitted" uses (no need for administrative review or approval);

WHEREAS, given the several types of permitted and conditional transient lodging uses across the City's many zoning districts and the potential for a flood of applications in advance of substantial changes to the regulatory scheme, the Council desires to ease any possible burdensome impacts on neighboring land and public;

WHEREAS, the Council believes the best path forward is to review each new transient lodging use as if it is conditional, ~~and~~ regardless of whether it is otherwise permitted under the Comprehensive Zoning Ordinance, thereby allowing for individual consideration of the impacts created upon the neighboring land, given all factors related to that specific use as proposed, and the public need for the particular use at the particular location. **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider an amendment to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance ("CZO"), to amend Article 19 to establish a new Interim Zoning District to be named the *Transient Lodging Interim Zoning District* ("IZD"), the intent of which is to require the approval of a conditional use by ordinance for the following uses when they are designated as permitted uses ("P") in the text of the Comprehensive Zoning Ordinance: hotel/motel; hostel; short-term rental, commercial; timeshare; **and** bed and breakfast, principal and accessory (collectively, the "Transient Lodging Uses"). The Transient Lodging Uses shall be subject to all provisions in the CZO related to conditional uses, including but not limited to Section 4.3. All other regulations in the CZO that may relate to any of the Transient Lodging Uses, including but not limited to use standards, bulk and yard standards, parking requirements, and stormwater management, shall continue to apply to the uses if approved under the terms of this IZD, unless expressly waived by the ordinance approving the conditional use. Where any of the Transient Lodging Uses are prohibited in the CZO, they shall remain prohibited uses under this IZD. **Furthermore, when the City Planning Commission a request for a conditional use for any proposed Transient Lodging Use, it should consider all criteria set forth in the CZO for a conditional use for the proposed use as well as the following criteria specific to this IZD:**

1. **Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?**
2. **Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?**
3. **Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?**

4. **Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?**

5. **How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?**

BE IT FURTHER MOVED, That this IZD shall apply citywide to all zoning districts.

BE IT FURTHER MOVED, That this IZD shall be in effect for a period of one year and may be extended as provided in Section 3-126 of the City Charter.

BE IT FURTHER MOVED, That, in accordance with Article 19, Section 19.3.C.5 of the CZO, all appropriate agencies of the City shall **neither** ~~not~~ accept any new application for a license or permit for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, nor issue any permit or license that conflicts with the intent and provisions of this IZD for any property **while this IZD is in effect** ~~during consideration of this matter~~. **Except for properties where the relevant use has been deemed discontinued or abandoned for a continuous period of 180 days, this** ~~This~~ IZD shall not operate to require a conditional use ordinance for any property which has already received a permit or license for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, including any property which has received a building permit but has not yet received a license to operate.

BE IT FURTHER MOVED, That appeals of this IZD shall be made to the Executive Director of the City Planning Commission. Every application for appeal shall be made on forms provided by the City and shall be accompanied by the payment of a filing fee in the amount of $1,500.00. **Every application shall also include a written statement explaining why the appellant should be exempted from the conditional use requirement imposed by this IZD.** The Executive Director shall not accept any appeal application that is not submitted and completed on the forms provided by the City**, does not include all information required by this IZD and CZO Section 4.3,** or does not include complete payment of the filing fee. The Executive Director or his or her staff shall review the accepted appeal application and shall make a recommendation to the Council of approval, modified approval, or denial based on the following standards:

1. Is the use requested in the appeal compatible with the surrounding land uses and structures?
2. Does the use requested in the appeal provide for an efficient use of land?
3. Will granting the use requested in the appeal increase traffic and safety hazards?
4. Will the use requested in the appeal increase community environmental impacts?

5. Is the use requested in the appeal consistent with all applicable zoning regulatory provisions except this Interim Zoning District, as found in the Comprehensive Zoning Ordinance and the City Code?

6. Will the use requested in the appeal prevent the development of long-term housing, including affordable and workforce housing?

7. Will the use requested in the appeal reduce the amount of long-term housing, including affordable and workforce housing?

8. Has the property associated with the appeal been adjudicated liable of City Code violations related to prior Transient Lodging Uses?

9. Has any applicant associated with this appeal been adjudicated liable for violations related to prior Transient Lodging Uses at any other property?

10. How many additional Transient Lodging Uses exist within 1,000 feet of the property associated with the appeal?

~~8~~**11**. Do special circumstances exist that would justify granting the appeal **and bypassing the conditional use process set forth herein** rather than requiring the applicant to adhere to the terms of this Interim Zoning District?

In conducting this review, the Executive Director may request that the applicant provide additional information, beyond that required by the official appeal application forms, as is necessary for the Executive Director to provide a recommendation. The Executive Director shall transmit the recommendation to the City Council within 60 days of receipt of the completed application to appeal and payment of the filing fee. The Council shall have 60 days from receipt of the Executive Director's recommendation to act by motion directing the drafting of an ordinance to grant the appeal (with or without modifications) or to deny the appeal. If the Council fails to act within 60 days from receipt of the recommendation, the appeal shall be deemed to be denied.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

RESOLUTION

NO. R-25-546

CITY HALL: October 23, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

A RESOLUTION calling an election in the Upper Hurstville Security District for Saturday, April 18, 2026.

WHEREAS, La. R.S. § 33:9091.6 establishes a political subdivision called the Upper Hurstville Security District (the "District") to promote and encourage security within, and to promote the overall betterment of, the area in New Orleans bounded by Exposition Boulevard, Prytania Street, Nashville Avenue, and Magazine Street; and

WHEREAS, Louisiana § 33:9091.6(F) authorizes the City Council of New Orleans, when requested by a resolution of the District board of commissioners and when approved by a majority of the registered voters of the District who vote on the question at an election called in in accordance with state law, to impose and collect an annual parcel fee of up $650 per parcel of land within the District, excluding any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Constitution of Louisiana, for a term of up to eight years; and

WHEREAS, La. R.S. § 33:9091.6(F) further authorizes the renewal of the foregoing parcel fee, upon approval by District voters, for additional successive periods of up to eight years; and

WHEREAS, The imposition of an annual fee within the District of up to $650 per parcel of land is currently authorized for an eight-year period beginning January 1, 2019 and ending December 31, 2026, as a result of an election held on April 28, 2018 pursuant to City Council Resolution No. R-17-624,; and

WHEREAS; the board of commissioners of the District convened on October 7, 2025, and adopted a resolution requesting the City Council of New Orleans to call an election at which voters residing within the District will be asked to authorize the renewal of the expiring parcel fee, in an amount not to exceed $650 per eligible parcel of land within the District, for an eight-year period commencing on January 1, 2027 and ending December 31, 2034; **NOW, THEREFORE**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That

SECTION 1. **Election Call**. Subject to the approval of the State Bond Commission and under the authority conferred by La. R.S. § 33:9091.6, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority supplemental thereto, an election is hereby called for Saturday, April 18, 2026 between seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m. At said election, the electorate of the Upper Hurstville Security District ("District") may approve or disapprove the renewal of an annual fee on each eligible parcel of land within the District, located in the area bounded by Exposition Boulevard, Prytania Street, Nashville Avenue, and Magazine Street as provided by La. R.S. § 33:9091.6(B), in an amount not to exceed six hundred fifty dollars ($650) per lot, with the precise fee as provided by duly adopted board resolution, for eight (8) years, beginning January 1, 2027 through December 31, 2034, which is estimated to generate approximately $222,750 annually. Any fee levied upon a parcel in the District shall be in addition to any ad valorem tax affecting real property, or any charge, (including, but not limited to, a sanitation charge), fee, license, permit or rate imposed or levied pursuant to the regulatory authority of the City of New Orleans in the operation of the city, its departments, agencies, boards and commissions, whether attached or unattached, including, but not limited to, the Sewerage & Water Board. The proceeds of any fee collected shall be used solely and exclusively for the purpose of promoting security in the District; however, the City of New Orleans may retain one percent of the amount collected as a collection fee. Use of the proceeds of the fee shall be in accordance with the requirements of La. R.S. § 33:9091.6 and all other applicable provisions of law.

The official ballot to be used for said election shall be printed and worded in the voting machines as follows:

"UPPER HURSTVILLE SECURITY DISTRICT PROPOSITION

Shall the City of New Orleans be authorized to renew the imposition and collection of an annual fee of up to $650 on each parcel of land (excluding any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Constitution of Louisiana) located within the Upper Hurstville Security District ("District"), delineated by La. R.S. 33:9091.6(B) as the area bounded by Exposition Boulevard, Prytania Street, Nashville Avenue, and Magazine Street, for eight (8) years, beginning January 1, 2027 and ending December 31, 2034, which fee (estimated to be $222,750 in the first year of collection) shall be set by the resolution of the District board of commissioners and used exclusively, subject to a 1% City collection fee, to promote and encourage security within the District and to promote the overall betterment of the District?"

SECTION 2. District Boundaries. The fee authorized herein shall be imposed and collected on all eligible parcels of land comprising that area of the City of New Orleans within the following boundaries: Exposition Boulevard to Prytania Street to Nashville Avenue to Magazine Street and back to Exposition Boulevard.

SECTION 3. Publication of Notice of Election. Notice of said election shall be published in the official journal of the City of New Orleans once a week for four (4) consecutive weeks, with the first publication being not less than forty-five (45) days nor more than ninety (90) days prior to the date fixed for the election, which notice shall be substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference as if the same were set forth herein in full.

SECTION 4. Canvass. The Council, acting under the powers granted to it by the City Charter and state statutes, shall meet at its regular meeting place, the Council Chamber, City Hall, 1300 Perdido Street, New Orleans, Louisiana on Thursday, May 21, 2026, beginning at ten o'clock (10:00) a.m. and

shall then and there in open and public session proceed to examine and canvass the returns and declare the result of said election.

SECTION 5. Polling Places. The polling places set forth in the aforesaid notice of election are hereby designated as the polling places at which to hold the said election, and the commissioners-in-charge and commissioners will be the same persons as those designated in accordance with law.

SECTION 6. Election Commissioners; Voting Machines. The officers designated to serve as commissioners-in-charge and commissioners pursuant to Section 5 hereof, or such substitutes therefor, as may be selected and designated in accordance with La. R.S. § 18:1287, shall hold the said election as herein provided, and shall make due returns of said election to the City Council. All registered voters in the District are entitled to vote at said election and voting machines shall be used thereat.

SECTION 7. Authorization of Officers. The Clerk of Criminal District Court is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the President and/or Clerk of the City Council and the City Attorney are authorized, empowered and directed to take any and all further action required by state and/or federal law to arrange for the election.

SECTION 8. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and ex-officio parish custodian of voting machines in and for the Parish of Orleans, State of Louisiana, and the Registrar of Voters in and for said parish, as notification of the election herein called, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 9. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the aforesaid election as herein provided, and in the event said election results in approval of the proposition, for further consent and authority to levy

and collect the special fee provided for therein, and a certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of the City Council requesting prompt consideration and approval of the application.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

EXHIBIT "A"

NOTICE OF ELECTION

Pursuant to the provisions of Resolution R-25-546, adopted by the City Council of New Orleans on October 23, 2026, NOTICE IS HEREBY GIVEN, that an election will be held in New Orleans on Saturday, April 18, 2026 and at the election there will be submitted to all registered voters (who are qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution and Laws of the United States) residing in the Upper Hurstville District ("District"), which is comprised of the area of the City of New Orleans located within the following boundaries: Exposition Boulevard to Prytania Street to Nashville Avenue to Magazine Street and back to Exposition Boulevard, to wit:

UPPER HURSTVILLE SECURITY DISTRICT PROPOSITION

Shall the City of New Orleans be authorized to renew the imposition and collection of an annual fee of up to $650 on each parcel of land (excluding any parcel whose owner qualifies for the special assessment level provided by Article VII, Section 18(G)(1) of the Constitution of Louisiana) located within the Upper Hurstville Security District ("District"), delineated by La. R.S. 33:9091.6(B) as the area bounded by Exposition Boulevard, Prytania Street, Nashville Avenue, and Magazine Street, for eight (8) years, beginning January 1, 2027 and ending December 31, 2034, which fee (estimated to be $222,750 in the first year of collection) shall be set by the resolution of the District board of commissioners and used exclusively, subject to a 1% City collection fee, to promote and encourage security within the District and to promote the overall betterment of the District?

Said election shall be held at the polling places located within the precincts delineated hereinbelow. The polls in such precincts will open at seven o'clock in the morning (7:00 a.m.) and close at eight o'clock in the evening (8:00 p.m.), in accordance with the provisions of R.S. 18:541. Registered voters in each of the following precincts who are residents of the District shall be eligible to vote on said proposition:

POLLING PLACES

WARD	PRECINCT	LOCATION
14	5 (partial), 6 (partial), 8	Benjamin Franklin Elementary School 1116 Jefferson Avenue

The estimated cost of this election, as determined by the Louisiana Secretary of State, based upon the provisions of Title 18, Chapter 8A of the Louisiana Revised Statutes and the actual costs of similar elections is $900.

The Council, acting under the powers granted to it by the City Charter and state statutes, shall meet at its regular meeting place, the Council Chamber, City Hall, 1300 Perdido Street, New Orleans, Louisiana on Thursday, May 21, 2026 beginning at ten o'clock (10:00) a.m. and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of said election.

RESOLUTION

NO. R-25-548

CITY HALL: October 23, 2025

BY: COUNCILMEMBER GREEN (BY REQUEST)

SECONDED BY:

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS ($15,000,000) NEW ORLEANS AVIATION BOARD CFC BOND ANTICIPATION NOTE IN ONE OR MORE SERIES IN ORDER TO REIMBURSE THE AIRPORT'S GENERAL FUND AND/OR PAY FOR PRELIMINARY EXPENDITURES AND TO FINANCE CFC PROJECTS AT THE LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT; AUTHORIZING NOT TO EXCEED ONE HUNDRED TWENTY MILLION DOLLARS ($120,000,000) OF NEW ORLEANS AVIATION BOARD REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES TO CURRENTLY REFUND THE CFC BOND ANTICIPATION NOTE AND THE OUTSTANDING SERIES 2018 CFC REFUNDING BONDS; APPROVING AN AMENDED AND RESTATED CUSTOMER FACILITY CHARGE MASTER REVENUE BOND TRUST INDENTURE AND A FIRST SUPPLEMENTAL INDENTURE THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the New Orleans Aviation Board (the "**Board**") is charged with the administration, operation, and maintenance of the Louis Armstrong New Orleans International Airport (the "**Airport**") pursuant to Article V, Section 5-602 of the Home Rule Charter of the City of New Orleans, Louisiana (the "**City**");

WHEREAS, Article VI, Section 37 of the Louisiana Constitution of 1974, as amended, Part XIV of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, particularly La. R.S. 39:1034 (D) and (F), together with the other constitutional and statutory authority supplemental thereto, including without limitation, the provisions of Chapter 13 of Subtitle III of Title 39, including La. R.S. 39:1430 and the provisions of Chapter 14-A of Title 39 (La. R.S. 39:1444 through 1456, inclusive) of the Louisiana Revised Statutes of 1950, as amended (collectively, the "**Act**"), authorize the issuance of revenue bonds by the Board in its own name payable out of the income, revenues and receipts derived or to be derived from the properties or facilities administered, maintained or operated by the Board, subject to the approval of such issuance by the Council of the City (the "**Council**");

WHEREAS, the Board did adopt on October 16, 2025, a resolution captioned:

> A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS ($15,000,000) NEW ORLEANS AVIATION BOARD CFC BOND ANTICIPATION NOTE IN ONE OR MORE SERIES IN ORDER TO REIMBURSE THE AIRPORT'S GENERAL FUND AND/OR PAY FOR PRELIMINARY EXPENDITURES AND TO FINANCE CFC PROJECTS AT THE LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT; AUTHORIZING NOT TO EXCEED ONE HUNDRED TWENTY MILLION DOLLARS ($120,000,000) OF NEW ORLEANS AVIATION BOARD REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES TO CURRENTLY REFUND THE CFC BOND ANTICIPATION NOTE AND THE OUTSTANDING SERIES 2018 CFC REFUNDING BONDS; APPROVING AN AMENDED AND RESTATED CUSTOMER FACILITY CHARGE MASTER REVENUE BOND TRUST INDENTURE AND A FIRST SUPPLEMENTAL INDENTURE THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH..

(the "**Authorizing Resolution**");

WHEREAS, the Council desires to authorize and approve the issuance by the New Orleans Aviation Board of not exceeding $15,000,000 New Orleans Aviation Board CFC Bond Anticipation Note and not exceeding One Hundred Twenty Million Dollars ($120,000,000) of New Orleans Aviation Board Revenue and Refunding Bonds in one or more series to currently refund the CFC Bond Anticipation Note and the outstanding Series 2018 CFC Refunding Bonds in its own name for the purposes described in the Authorizing Resolution; **NOW, THEREFORE**

BE IT RESOLVED by the Council, acting as the Governing Authority of the City of New Orleans, Louisiana (the "**City**"), that:

Section 1. Authorization and Approval of CFC Bond Anticipation Note and CFC Revenue and Refunding Bonds. The Council does hereby authorize and approve the issuance, sale, and delivery from time to time by the New Orleans Aviation Board in its own name pursuant to the provisions of the Act of not exceeding $15,000,000 New Orleans Aviation Board CFC Bond Anticipation Note and not exceeding One Hundred Twenty Million Dollars ($120,000,000) of New Orleans Aviation Board Revenue and Refunding Bonds in one or more series to currently refund the CFC Bond Anticipation Note and the outstanding Series 2018 CFC Refunding Bonds in its own name for the purposes described in the Authorizing Resolution as authorized and

permitted in the Authorizing Resolution. The Council does hereby authorize the Mayor and the Director of Finance to countersign the CFC Bond Anticipation Note and the CFC Revenue and Refunding Bonds when issued. The execution by the Mayor, or in her absence, the appropriate officer of the City, and the attestation of the Mayor's signature by the Director of Finance shall constitute due evidence of the approval of such document by the officer executing same by and behalf of the City.

Section 2. Approval of Execution of Amended and Restated Customer Facility Charge Master Revenue Bond Trust Indenture, First Supplemental Indenture and such other Supplemental Indentures thereto Relating to CFC Bond Anticipation Note and the CFC Revenue and Refunding Bonds when issued. In order to deliver the CFC Bond Anticipation Note and the CFC Revenue and Refunding Bonds when issued, the Council does hereby authorize and approve the Amended and Restated Customer Facility Charge Master Revenue Bond Trust Indenture (the "**CFC Master Indenture**") among the Board, the City, and The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**") and a First Supplemental Indenture to the CFC Master Indenture with such provisions as shall be approved by the officer of the Board executing same and bond counsel to the Board.

Section 3. Approval of Execution of Supplemental Indentures and Other Certificates or Documents. In order to facilitate the desire of the Board as set forth in the Authorizing Resolution, the Council does hereby authorize and approve the execution and delivery by the Mayor or in his absence an appropriate officer of the City on behalf of the City of CFC Master Indenture, the First Supplemental Indenture to the CFC Master Indenture, and such supplemental indentures, certificates, and other documents necessary in order to accomplish the issuance of the CFC Bond Anticipation Note and the CFC Revenue and Refunding Bonds when issued in one or

more subseries. The Council does hereby authorize the Mayor and the Director of Finance to countersign the CFC Bond Anticipation Note and the CFC Revenue and Refunding Bonds when issued. The execution by the Mayor, or in her absence an appropriate officer of the City, and the attestation of either signature by the Director of Finance to any documents contemplated by this resolution shall constitute due evidence of the approval of such document by the officer executing same by and on behalf of the City.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

EXHIBITS:

EXHIBIT A Authorizing Resolution
97631100.v4

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FIFTEEN MILLION DOLLARS ($15,000,000) NEW ORLEANS AVIATION BOARD CFC BOND ANTICIPATION NOTE IN ONE OR MORE SERIES IN ORDER TO REIMBURSE THE AIRPORT'S GENERAL FUND AND/OR PAY FOR PRELIMINARY EXPENDITURES AND TO FINANCE CFC PROJECTS AT THE LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT; AUTHORIZING NOT TO EXCEED ONE HUNDRED TWENTY MILLION DOLLARS ($120,000,000) OF NEW ORLEANS AVIATION BOARD REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES TO CURRENTLY REFUND THE CFC BOND ANTICIPATION NOTE AND THE OUTSTANDING SERIES 2018 CFC REFUNDING BONDS; APPROVING AN AMENDED AND RESTATED CUSTOMER FACILITY CHARGE MASTER REVENUE BOND TRUST INDENTURE AND A FIRST SUPPLEMENTAL INDENTURE THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of New Orleans (the "**City**") is a municipality of the State of Louisiana existing pursuant to the provisions of its Home Rule Charter adopted on May 1, 1954, as amended (the "**Charter**"), which charter was adopted pursuant to the authorization of Section 22 of Article XIV of the Constitution of the State of Louisiana of 1921;

WHEREAS, the New Orleans Aviation Board (the "**Board**") is an unattached board of the City created and existing pursuant to the provisions of Article V, Chapter 6, Sections 5-601 through 5-603 of the Charter, which is charged with the power and authority to administer, operate, and maintain the airport facilities owned by said City, including without limitation the airport commonly referred to as the Louis Armstrong New Orleans International Airport (the "**Airport**"), acting by and through its undersigned duly authorized officer;

WHEREAS, Part XIV of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, particularly La. R.S. 39:1034 (D) and (F), together with the other constitutional and statutory authority supplemental thereto, including without limitation, the provisions of Chapter 13 of Subtitle III of Title 39, including La. R.S. 39:1430 and the provisions of Chapter 14-A of Title 39 (La. R.S. 39:1444 through 1456, inclusive) of the Louisiana Revised Statutes of 1950, as amended (collectively, the "**Act**"), authorize the issuance of revenue bonds by the Aviation Board in its own name payable out of the income, revenues, and receipts derived or to be derived from the properties or facilities administered, maintained, or operated by the Aviation Board, subject to the approval of such issuance by the Council of the City (the "**Council**");

WHEREAS, the Council acting as the governing authority of the City pursuant to Resolution R-08-153 adopted on April 3, 2008, Resolution No. R-08-436 adopted on August 7, 2008 and Resolution No. R-09-232 adopted on May 21, 2009 approved the execution of a Master Revenue Bond Trust Indenture by and among the Board, the City, and the Trustee dated as of December 1, 2009 (the "**2009 CFC Master Indenture**") to provide for the issuance from time to time of New Orleans Aviation Board Customer Facility Charge Revenue Bonds ("**CFC Bonds**") to be secured by and payable from a rental car customer facility charge ("**CFC**");

WHEREAS, as provided by an indenture supplemental to or amendatory of the 2009 CFC Master Indenture, CFC Bonds were to be secured by the avails of the CFC (the "**CFC Revenues**") and other amounts payable, including Contingent Rent and Other Supplemental Facility Charges (as in the defined in the 2009 CFC Master Indenture), by rental car companies ("**Companies**") pursuant to the

lease of certain capital improvements at the Airport (collectively, the CFC Revenues, Contingent Rent, and Supplemental Facility Charges are "**Revenues**") and such other items and amounts credited to certain accounts created therein (the "**Pledged Funds and Accounts**");

WHEREAS, a prior Restated Customer Facility Charge Master Revenue Bond Trust Indenture dated as of October 1, 2018 (the "**Prior Restated CFC Master Indenture**"), among the Board, the City, and the Trustee, replaced the 2009 CFC Master Indenture;

WHEREAS $82,565,000 New Orleans Aviation Board Gulf Opportunity Zone CFC Revenue Bonds Series 2018 (Non-AMT) (the "**Series 2018 CFC Refunding Bonds**") were issued under the Prior Restated CFC Master Indenture to refund and discharge certain Series 2009 CFC Bonds that were issued under the 2009 CFC Master Indenture as qualified Gulf Opportunity Zone Bonds under the Gulf Opportunity Zone Act of 2005 (Public Law 109-135) (the "**GO Zone Act**") in accordance with IRS Notice 2012-3;

WHEREAS, the Board desires to authorize and approve the Amended and Restated Customer Facility Charge Master Revenue Bond Trust Indenture (the "**CFC Master Indenture**") in the form attached hereto as **Exhibit A** to consolidate amendments to the Prior Restated CFC Master Indenture and to provide for the issuance of Additional CFC Bonds;

WHEREAS, the Board further desires to authorize and approve not to exceed $20,000,000 CFC Revenue Bonds (the "**CFC Revenue Bonds**") under the CFC Master Indenture to finance capital improvements at the Airport identified in **Exhibit B** hereto (the "**Series 2025 CFC Projects**"), to pay capitalized interest with respect to the Series 2025 CFC Projects, to pay for the costs of issuing the Series 2025 CFC Revenue Bonds, and to fund a debt service reserve for the Series 2025 CFC Revenue Bonds;

WHEREAS, the Act and La. R.S. 39:528, together with the other constitutional and statutory authority supplemental thereto (the "**BAN Act**"), authorizes Board to issue bond anticipation notes in one or more series in anticipation of the issuance of the CFC Revenue Bonds which are duly and lawfully authorized; and

WHEREAS, prior to the issuance of the CFC Revenue Bonds, the Board desires to issue not exceeding Fifteen Million Dollars ($15,000,000) New Orleans Aviation Board Bond Anticipation Notes ("**Series 2025 CFC Note**") on a subordinate basis to the Series 2018 CFC Refunding Bonds as herein authorized in accordance with the BAN Act;

WHEREAS, the Board further desires to approve a First Supplemental Indenture to the CFC Master Indenture in the form attached hereto as **Exhibit C** in order to issue the Series 2025 Note;

WHEREAS, the Board may currently refund and redeem the senior first lien Series 2018 CFC Refunding Bonds on and after an optional redemption date beginning January 1, 2028;

WHEREAS, on the basis of a strategic financing plan proposed by the Board's Financial Advisor to pay off and discharge the subordinate Series 2025 CFC Note in conjunction with a current refunding of the Series 2018 CFC Refunding Bonds, the Board desires to approve the issuance of not to exceed One Hundred Twenty Million Dollars ($120,000,000) of senior first lien New Orleans Aviation Board CFC Revenue and Refunding Bonds (the "**CFC Revenue and Refunding Bonds**") to pay off and discharge the both the Series 2025 CFC Note and the Series 2018 CFC Refunding Bonds in one or more series;

WHEREAS, prior to delivery of the Series 2025 CFC Note, the Board anticipates that a portion of the costs (the "**Original Expenditures**") of the Capital Improvement Project may be paid from the general fund or other available moneys;

WHEREAS, the Board reasonably expects to reimburse the Original Expenditures with proceeds of the Series 2025 CFC Note;

NOW THEREFORE, BE IT RESOLVED:

SECTION 1. The Board hereby incorporates and adopts the preamble clauses as is fully stated herein and hereby further authorizes and approves (1) not to exceed One Hundred Twenty Million Dollars ($120,000,000) of New Orleans Aviation Board Revenue and Refunding Bonds (the "**CFC Revenue and Refunding Bonds**") in one or more series and (2) a not to exceed Fifteen Million Dollars ($15,000,000) New Orleans Aviation Board CFC Anticipation Note, Series 2025 ("**Series 2025 CFC Note**"). This resolution is the affirmative official action of the Board acting by and through its Commissioners towards the issuance of the CFC Revenue and Refunding Bonds and the Series 2025 CFC Note in accordance with the Constitution and statutes of the State and the United States Treasury Department Regulations, Section 1.150-2.

SECTION 2. The Series 2025 CFC Note and the CFC Revenue and Refunding Bonds are to be issued by the Board at fixed rates not exceeding ten percent (10%) per annum and (i) with respect to the Series 2025 CFC Note, a maximum stated nominal or actual maturity of not exceeding five (5) years from the issue date of the Series 2025 CFC Note and (ii) with respect to the CFC Revenue and Refunding Bonds, a maximum stated nominal or actual maturity of not exceeding thirty (30) years from issue date of the CFC Revenue and Refunding Bonds. The Series 2025 CFC Note and the CFC Revenue and Refunding Bonds shall be payable from Revenues as defined in the CFC Master Indenture; provided that, in accordance with the BAN Act, the Series 2025 CFC Note is to be payable in principal from the proceeds of the sale of the CFC Revenue and Refunding Bonds, from the sale of additional bond anticipation notes, or from other lawfully available funds

SECTION 3. Upon issuance of the Series 2025 CFC Note and/or the CFC Revenue and Refunding Bonds, the Original Expenditures will be reimbursed from a portion of the proceeds of the Series 2025 CFC Note and/or the CFC Revenue and Refunding Bonds during the reimbursement period as described in United States Treasury Department Regulations, Section 1.150-2(d)(2).

SECTION 4. Application is hereby made to the Louisiana State Bond Commission for consent, authority, and approval of the Series 2025 CFC Note and the CFC Revenue and Refunding Bonds. The not-to-exceed costs of issuance attached hereto as **Exhibit D** for the Series 2025 Note are hereby approved. The not-to-exceed costs of issuance for the CFC Revenue and Refunding Bonds will be submitted for State Bond Commission approval following the approval of a supplemental resolution adopted by the Board with respect to the CFC Revenue and Refunding Bonds to be issued not earlier than ninety days prior to the selected optional redemption date of the Series 2018 CFC Refunding Bonds. By virtue of the Board's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, the Board resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 5. A copy of this resolution shall be published as soon as possible after its adoption in the official journal of the Board. For a period of thirty (30) days from the date of such publication any person in interest shall have the right to contest the legality of this resolution and of the Series 2025 CFC Note and the CFC Revenue and Refunding Bonds to be issued pursuant hereto and the provisions securing the Series 2025 CFC Note and the Bonds. After the expiration of said thirty (30) days, no one shall have

any right of action to contest the validity of the Series 2025 CFC Note and/or the CFC Revenue and Refunding Bonds or the provisions of this resolution, and Series 2025 CFC Note and the CFC Revenue and Refunding Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

SECTION 6. The prior selection of Butler Snow LLP as Bond Counsel to the Aviation Board in accordance with the prior request for qualifications for Bond Counsel and evaluations of the responses thereto is hereby ratified. Further the Commissioners do hereby ratify the retention of Auzenne & Associates, L.L.C., as SL-DBE Bond Counsel for the Aviation Board.

SECTION 7. The Board does hereby formally request of the City Council that it adopt a resolution approving the issuance, sale, and delivery of the Series 2025 CFC Note and the CFC Revenue and Refunding Bonds and authorizing the taking of all actions and execution of all documents needed to accomplish the purposes hereof.

This Resolution was offered by Francis and seconded by Ogden and having been submitted to a vote, the vote hereon was as follows:

Board Member	Yea	Nay	Absent	Recused
Hon. Michael G. Bagneris, Chairman			✓	
J. Douglas Thornton, Vice-Chairman	✓			
Octave J. "Todd" Francis III	✓			
Chief Justice Bernette J. Johnson (Retired)			✓	
Ruth Kullman	✓			
Gregory W. Carroll	✓			
Roger H. Ogden	✓			
Gary L. Smith, Sr.			✓	
Hon. Neil C. Abramson			✓	

This resolution was adopted on the 16th day of October, 2025.

Douglas Thornton, Vice-Chairman
New Orleans Aviation Board

2332

Name: Diane Buckley Ext.: 504-303-7600

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A Resolution Authorizing the Issuance of Not to Exceed $15,000,000 New Orleans Aviation Board CFC Bond Anticipation Notes ("BANs") in order to Reimburse the Airport's General Fund and/or to Pay for Preliminary Expenditures and to Finance CFC Projects at the Louis Armstrong New Orleans International Airport; Authorizing Not to Exceed $120,000,000 of New Orleans Aviation Board Revenue and Refunding Bonds in One or More Series to Currently Refund Outstanding Series 2018 CFC Refunding Bonds; Approving An Amended and Restated Customer Facility Charge Master Revenue and Bond and Trust Indenture and a First Supplemental Indenture Thereto; and Providing for Other Matters in Connection Therewith.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Executive Assistant for Intergovernmental Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

COUNCILMEMBERS PRESENT: _____ ABSENT: _____

AMENDMENTS: FINAL ADOPTION:

MOVED:
2, u:
YEAS:
NAYS:
ABSENT:
RECUSED:

6. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3(R)

2333

LEGISLATIVE SUMMARY
TO ACCOMPANY RESOLUTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: The New Orleans Aviation Board

Name of Contact Person: Diane Buckley

Telephone Number: 504-303-7600

Email Address: dianeb@flymsy.com

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF DOCUMENT

Please generally describe the purpose, intent, and effect of the proposed resolution.

Issuance of not to exceed Fifteen Million Dollars ($15,000,000.00) of New Orleans Aviation Board Customer Facility Charge Bond Anticipation Notes in one or more series and to issue New Orleans Aviation Board Revenue and Refunding Bonds, in one or more series, in the not to exceed amount of One Hundred Twenty Million Dollars ($120,000,000.00).

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-549

CITY HALL: October 23, 2025

BY: COUNCILMEMBER MORRELL

SECONDED BY:

WHEREAS, section 146-762 of the Code of the City of New Orleans authorizes the City Council to designate by motion any intersection within the city to honor any person or non-profit organization that has made significant contributions to the historical or cultural landscape of New Orleans; and

WHEREAS, Joseph Pierre "Monk" Boudreaux, known as Big Chief Monk, is a native New Orleanian, world renowned musician, and celebrated member of the New Orleans' Black masking Indians; and

WHEREAS, following in his father's footsteps, Big Chief Monk has masked for over 70 years and continues to pass the tradition down to his children, grandchildren, and great grandchildren; and

WHEREAS, a prolific performer and recording artist, Big Chief Monk collaborated with Big Chief Bo Dollis of The Wild Magnolias, creating the first studio recording of Black masking Indians in 1970; and

WHEREAS, the Wild Magnolias's 1970 hit single "Handa Wanda" is a Mardi Gras classic and the first in a long list of celebrated releases including "They Call Us Wild," "1313 Hoodoo Street," "Life is A Carnival," "I'm Back and Still Wild," and one of Big Chief Monk's signature songs "Shoo Fly;" and

WHEREAS, Big Chief Monk also recorded with his own tribe, The Golden Eagles, whose album releases include *Lightning and Thunder*, *Bury the Hatchet*, *Mr. Stranger Man*, *Won't Bow Down*, and *Bloodstains and Teardrops*; and

WHEREAS, in recognition of the importance of his musical contributions, Big Chief Monk received the National Endowment for the Arts' National Heritage Fellowship Award in 2016, and was nominated for a Grammy Award in 2022 for Best Regional Roots Music Album for *Bloodstains and Teardrops*; and

WHEREAS, every year on Mardi Gras morning, Big Chief Monk leads The Golden Eagles complete with four generations of his family from his house on the last block of Valence Street into the streets of Uptown and Central City filling the neighborhoods with the artistry of his tribe's intricately beaded patches, brightly colored ostrich feather plumage, and marabou-trimmed suits known across the globe; and

WHEREAS, Big Chief Monk Boudreaux's contributions to the culture of New Orleans through his artistry, recordings, and leadership deserves recognition and celebration. **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the intersection of Valence Street and Magnolia Street be and hereby is designated as the "Big Chief Monk Boudreaux Honorary Intersection" pursuant to Section 146-762 of the Code of the City of New Orleans; and

BE IT FURTHER MOVED, That the Department of Public Works is directed to install, within 120 days of the adoption of this Motion, distinct signage reflecting the foregoing honorary designation at one or more prominent locations within or adjacent to the intersection described herein in a manner than does not impair traffic or pedestrian safety or create confusion between the honorary dedication and the names of the intersecting streets.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Director of the Department of Public Works and to Joseph Pierre "Monk" Boudreaux.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-550

CITY HALL: October 23, 2025

BY: COUNCILMEMBER MORRELL

SECONDED BY:

WHEREAS, Section 2-33 of the Code of the City of New Orleans provides relative to the awarding of five scholarships to Tulane University; and

WHEREAS, Section 2-33(c)(4) provides for the appointment of a Mayoral Scholarship Selection Committee, consisting of seven members, one of whom shall be nominated by the City Council; and

WHEREAS, Council Chief of Staff Justyn A. Hawkins is qualified to serve as the Council's representative on the Mayoral Scholarship Selection Committee; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That Justyn A. Hawkins is hereby nominated by the Council of the City of New Orleans as the Council's representative on the Mayoral Scholarship Selection Committee authorized by Section 2-33 of the Code of the City of New Orleans.

BE IT FURTHER MOVED, That the Clerk of Council deliver a certified copy of this motion to Mayor LaToya Cantrell for her consideration.

THE FOREGOING MOTION WAS READ IN FULL; THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-551

CITY HALL: October 23, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

WHEREAS, The City Council received the annual report of the Housing Trust Fund Advisory Committee, setting forth the proposed budget and implementation plan for the New Orleans Housing Trust Fund, on October 9, 2025; and

WHEREAS, Under City Code Section 70-415.342(d)(2), the proposed budget and implementation plan shall be subject to review and approval of the City Council, and the Council may alter or modify the proposed budget by a majority vote of all councilmembers; and

WHEREAS, The Council desires to alter the proposed budget to reduce the funds dedicated to Small Multifamily Construction Subsidy and increase allocations to the Owner Occupied Roof Rehab and Small Rental Rehab programs; and

WHEREAS, The Council desires to expand the Owner Occupied Roof Rehab program as proposed to include other essential repairs which will assist low-income homeowners in staying in their homes, including but not limited to structural repairs, code violation remediation, and resilience retrofitting; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the budget and implementation plan be resubmitted with the following modifications to the Housing Trust Fund Advisory Committee for its concurrence or rejection and alteration or modification:

1. Reducing the funding proposed for Small Multifamily Construction Subsidy from $6,350,863 to $2,350,863;

2. Increasing the funding proposed for Owner Occupied Roof Rehab from $2,054,691 to $4,054,691;
3. Increasing the funding proposed for Small Rental Rehab from $1,867,901 to $3,867,901;
4. Amending the scope of the Owner Occupied Roof Rehab program to allow forgivable loans for other types of repairs, including but not limited to necessary structural repairs, code violation remediation, and resilience retrofitting directed toward reducing insurance premiums.

BE IT FURTHER MOVED, That, pursuant to City Code 70-415.342(b)(2), the Housing Trust Fund Advisory Committee shall review these modifications and transmit written notification of its actions, including any budget as modified, to the Council no later than 12:00 p.m. on November 3, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall provide a copy of this motion to the Housing Trust Fund Advisory Committee through its co-chairs, Maxwell Ciardullo and Andreanecia Morris.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

RESOLUTION

NO. R-25-552

CITY HALL: October 23, 2025

BY: COUNCILMEMBER MORENO

SECONDED BY:

WHEREAS, in September 2024, the New Orleans City Council passed Motion M-499 that directed the New Orleans Health Department ("Health Department") to investigate and study any delay of care issues related to the classification of mifepristone and misoprostol as dangerous Schedule IV controlled substances by the state; and

WHEREAS, the motion further outlined study elements including but not limited to: surveying and consulting physicians, pharmacists, and patients regarding their ability to access mifepristone and misoprostol when needed for medically necessary and legal uses as well as working with hospitals, physicians, public health entities, and data scientists to review medical and electronic health records to determine whether quality and timeliness of care is impacted by the classification of mifepristone and misoprostol as Schedule IV Controlled Substances; and

WHEREAS, Motion M-499 also required the Health Department to provide - within one year after the effective date of Act 246 - an aggregate report of findings of the study of delay in care issues; an aggregate summary of information received through the complaint-based reporting system established by the Health Department; a summary of steps taken to address issues identified and complaints received through the delay in care study and complaint-based reporting system; and recommendations to local, state, and federal policymakers to address any issues identified in patient access to Mifepristone and Misoprostol for medically necessary and legal uses; and

WHEREAS, the Health Department transmitted the required report entitled *"Evaluating the Impact of Act 246 of the 2024 Louisiana Legislative Session: The Classification of Misoprostol and Mifepristone as Schedule IV Controlled Dangerous Substances"* to the Clerk of Council and the report appeared as a communication on the October 9, 2025 Council agenda; and

WHEREAS, as the full report outlines, the new requirements and restrictions for mifepristone and misoprostol have resulted in documented delays in access to care for women:

- Patients experienced delays or were denied access to misoprostol in both inpatient and outpatient settings, related to an array of medically necessary, legal uses of the drug, including assistance with the insertion of an intrauterine device (IUD), facilitation of fertility treatment, and management of miscarriage.
- Patients and providers also reported instances of delayed access to misoprostol for patients on the labor and delivery floor for treatment of postpartum hemorrhage.
- A phone survey of all pharmacies in Orleans Parish and Jefferson Parish found that pharmacists and pharmacies reacted to the passage of Act 246 in a variety of ways, many of which included limiting, restricting, or completely eliminating misoprostol from their inventory. 61% of pharmacies in Orleans and 42% of pharmacies in Jefferson Parish reported stocking misoprostol after Act 246 took effect – this represents a decrease in both parishes with respect to pre-Act 246 levels, based on several reports from pharmacies that they had stopped stocking. Several reported that their pharmacy had stopped stocking the drug or had placed additional restrictions on dispending as a result of Act 246.
- A common theme across patient, provider, and pharmacy experiences is confusion about Act 246 and the verification required to dispense misoprostol. Despite outreach and education efforts by NOHD, misoprostol's classification as a controlled substance has led to stigma and fear among pharmacists, frustration for physicians, and unnecessary barriers and delays for patients.

WHEREAS, *"Evaluating the Impact of Act 246 of the 2024 Louisiana Legislative Session: The Classification of Misoprostol and Mifepristone as Schedule IV Controlled Dangerous Substances"* contains the below recommendations:

- The Louisiana Legislature should repeal the provisions of Act 246 that classified misoprostol and mifepristone and allow the drugs to be prescribed and dispensed in the same manner as before October 1, 2024.
- Until the law is repealed, the Louisiana Department of Health and Louisiana Board of Pharmacy should jointly increase outreach and continuing education to pharmacists to ensure they understand Act 246 and are aware of the wide array of medical conditions that misoprostol and mifepristone are legally prescribed for in Louisiana.
- The Louisiana Department of Health should monitor and ensure availability of misoprostol across pharmacies in Louisiana.
- The Louisiana Department of Health should continue to monitor and evaluate the impact of Act 246 in the inpatient setting, including delays in administration of misoprostol in response to postpartum hemorrhage.
- The U.S. Congress should take action to prohibit state's classification of misoprostol and mifepristone as controlled dangerous substances.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council of the City of New Orleans will work with the Orleans Parish delegation of the Louisiana Legislature concerning patient access to essential medications.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

MOTION

NO. M-25-555

CITY HALL: October 23, 2025

BY: COUNCILMEMBER THOMAS (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the Juvenile Justice Intervention Center ("JJIC") advertised for a vendor to provide medical and behavioral health services to the detained youth at its facility through RFP 4492 with Manning Family Children's Hospital selected as the winning proposal. The City of New Orleans, through the JJIC and Manning Family Children's Hospital desire to enter into a contract to provide medical and behavioral health services to JJIC for an initial term of one year and two months (14 months), the total compensation being $1,737,844.73; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and Manning Family Children's Hospital; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and Manning Family Children's Hospital, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT A

CONTRACT BETWEEN

THE CITY OF NEW ORLEANS

AND

MANNING FAMILY CHILDREN'S HOSPITAL

[COVER PAGE]

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

MANNING FAMILY CHILDREN'S HOSPITAL

RFP No. 4492 | Medical And Behavioral Health Services

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Manning Family Children's Hospital, represented by Lucio Fragoso, President & CEO (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of November 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on July 31, 2025, the City issued Request for Proposals number 4492 seeking qualified persons to provide professional services including Medical and Behavioral Health Services to the New Orleans Juvenile Justice Intervention Center (the "**RFP**"); and

WHEREAS, the Contractor submitted a proposal dated September 4, 2025, and the City has selected the Contractor to perform the professional services described in the RFP;

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services*.** The Contractor will, in accordance with the schedule approved by the City:

1. Maintain 24-hour medical staffing and on-call behavioral health support.

2. Provide routine primary and preventative care, urgent sick and episodic care, and emergency medical care on-site as needed 24 hours per day / 7 days per week.

3. Conduct intake screenings and health assessments within 24 hours of detainee admission.

4. Deliver ongoing mental health evaluations, therapeutic interventions, and substance use screenings.

5. Prescribe and administer medications, including psychotropic medications, with proper monitoring.

6. Maintain detailed medical records in compliance with HIPAA and juvenile justice regulations.

7. Collaborate with JJIC staff, families, courts, and external providers to coordinate care and discharge planning.

8. Provide telehealth integration, dental screenings, community-based referrals, and family therapy supports.

9. Scale services based on facility population and evolving youth needs.

10. Administration of age-appropriate and as-needed vaccinations and immunizations;

11. Medical consultation and follow-up as needed from the on-site medical clinic with 24 hours/day, 7 days/week on-call coverage.

12. Review laboratory results within twelve (12) hours of receipt by nursing staff.

13. Review all youth medication records for evaluation of medication use and make modifications to medication regimes if necessary.

14. Review accuracy of medication administration on an ongoing basis.

15. Review daily sick call logs for appropriateness of disposition and care.

16. Review and approve all health appraisals conducted by the nursing staff within five days of arrival.

17. Ensure continuation of services through the provision of back-up coverage by physicians or nurse practitioners licensed by the state of Louisiana.

18. Provide nursing re-assessment of youth when needed and refer for medical evaluation when appropriate.

19. Provide routine checks on all residential units for medical issues and response to sick call requests.

20. Order, collect, and process laboratory specimens as ordered by the medical provider.

21. Review laboratory results and report findings as appropriate.

22. Daily distribution of allergy list throughout the facility.

23. Provide psychotherapy and counseling in individual, family, and group modalities to support and enhance the treatment goals of the youth placed in secure confinement at the facility.

24. Maintaining clear lines of communication with the residential and Travis Hill School staff.

25. Consult with JJIC leadership prior to the hiring of any staff member.

26. Provide evidence-based psychotherapy for youth presenting with mental illnesses.

27. Conduct assessments on youth as indicated and follow-up with youth as needed.

28. Assist with school requested Functional Behavioral Assessments and Behavior Intervention Plans.

29. Attend student IEP meetings as requested.

30. Participate in classification decisions with the goal of maintaining a rehabilitative environment in each of the living units.

31. Oversight of specific unit/pods that house youth with life-threatening medical or mental health conditions.

32. Provide case consultation and case supervision to JJIC social work staff;

33. Be available to families during visitation.

34. Prepare written summaries to a court of law as requested.

35. Intervene in clinical crisis incidents as per facility protocol;

36. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFQ AND/OR RFP; the Contractor's proposal dated September 4, 2025.

37. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

38. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

39. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

40. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

41. Cooperate with the City and any person performing work for the City.

B. ***Standards*.** The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with Louisiana Detention Standards, the Louisiana Department of Health, the Joint Commission Accreditation of Healthcare Organization (JCAHO), the Louisiana State Board of Nursing, Louisiana State Board of Social Work, and Louisiana State Board of Medical Examiners.

C. ***Compliance with Laws*.** The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), the Civil Rights of Institutionalized Persons Act (CRIPA), and Louisiana Children's Code Article 610 (Mandated Reporter).

D. ***Schedule*.**

1. The Contractor will perform all work under this Agreement according to the following schedule: All operations shall commence on November 1, 2025.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. ***Invoices*.**

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period

covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, City Civil Service);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. ***Records and Reporting*.**

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of ten years from: (**a**) the completion of this Agreement (including any renewal or extension periods); or (**b**) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. ***Audit and Inspection*.**

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with

such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. *Insurance*.

1. The Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

2. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

3. Insurance Requirements:

a. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

b. Commercial General Liability Insurance includes contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

c. Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

d. Professional Liability Insurance - As professional services are required under the contract, insurance is appropriate to the contractor's profession, with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

e. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

f. Contractors shall be able to meet the above-mentioned specific policy limits of liability through a combination of primary and umbrella /excess coverage.

4. Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any claims, liability and/or losses incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

5. Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are

to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

6. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail or e-mail to (User Department Mailing Address), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

7. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

8. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respect for the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors' coverage.

9. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

10. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

11. Notice of Cancellation: Each insurance policy required above shall not be canceled, expired, or altered except without prior notice to the City of no less than 30 days.

12. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

13. Notice: Upon request the Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112-Ref.: CEA) the following documents, within 10 calendar days:

14. Copies of all insurance policies, including all policies, forms, and endorsements:

15. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

16. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurance coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

I. ***Indemnity*.**

1. ***In general.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (**a**) defend the City from or (**b**) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (**i**) the allegations are or may be groundless, false, or fraudulent; or (**ii**) the Contractor is ultimately absolved from liability.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. ***Convicted Felon Statement.*** The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. ***Non-Solicitation Statement.*** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. ***Employee Verification.*** The Contractor swears that: (**i**) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (**ii**) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (**iii**) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (**i**) and (**ii**) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will:

1. Administer this Agreement through the Juvenile Justice Intervention Center ("**JJIC**" or else, the "**Department**");

2. Provide the Contractor with any documents necessary for the Contractor's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. ***Payment*.** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (**a**) submission of complete and accurate invoices; and (**b**) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. ***Rate of Compensation*.**

1. The City will pay the Contractor in accordance with the following rate: **See Exhibit A**.

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes

within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. ***Maximum Amount.*** The maximum aggregate amount payable by the City under this Agreement is **$1,737,844.73**.

ARTICLE V - DURATION AND TERMINATION

A. ***Initial Term.*** The term of this Agreement shall be for fourteen (14) months, beginning on the Effective Date through December 31, 2026, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. ***Extension.*** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for three (3) additional one-year terms and one (1) additional ten-month term.

C. ***Termination for Convenience.*** The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. ***Termination for Cause.*** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. ***Suspension.*** Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VI – DECLARED DISASTER

A. ***Declaration.*** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven

basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours per day/7 days per week) during the declaration of an emergency.

B. ***Task Order. Notification and Personnel.*** Prior to or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. ***Purchase Order.*** Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional need for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. ***Timely Documentation.*** The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform.*** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VIII – LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage*.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows: $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. ***Adjusted Living Wage*.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2026 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements*.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. ***Reporting*.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. ***Compliance Monitoring*.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies*.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. ***In General*.** The Contractor agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the

administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. ***Monitoring*****.** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all subcontractors;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. ***Cooperation*****.** The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

a. Execute written contracts with DBE Entities that meet the applicable DBE goals.

b. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.

c. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

2. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

3. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

4. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification*****.** The OSD may grant a post-award modification request if:

1. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

2. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*****.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (**1**) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (**2**) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall

apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination*.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (**1**) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (**2**) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts*.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. ***Termination for Breach*.** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status*.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. ***Exclusion of Worker's Compensation Coverage*.** The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage*.** The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (**a**) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (**b**) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (**c**) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits*.** The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII – FORCE MAJEURE

A. ***Event*.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice*.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (**1**) an event triggering this Article has occurred; (**2**) the anticipated effect of the Force Majeure event on performance; and (**3**) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect*.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - NOTICE

A. ***In General*.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

B. To the City:

Juvenile Justice Intervention Center

1100-A Milton St.
New Orleans, LA 70122

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

C. To the Contractor:

Emily Wolff
Vice President, Community Impact
Manning Family Children's
200 Henry Clay Avenue
New Orleans, LA 70118-5798

D. ***Effectiveness*****.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

E. ***Notification of Change*****.** Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. ***Amendment*****.** The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. ***Assignment*****.** This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. ***Choice of Law*****.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. ***Compliance with City's Hiring Requirements – Ban the Box*****.**

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. ***Conflicting Employment.*** To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. ***Construction of Agreement.*** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. ***Entire Agreement.*** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. ***Exhibits.*** The following exhibits will be and are incorporated into this Agreement: **Exhibit "A"** (Compensation Structure).

J. ***Jurisdiction.*** The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

K. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement, any incorporated documents, or expressly imposed by law.

L. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this

Agreement.

M. ***Non-Exclusivity*****.** This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. ***Non-Waiver*****.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

O. ***Ownership Interest Disclosure*****.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

P. ***Ownership of Records*****.** Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

Q. ***Prohibition of Financial Interest in Agreement*****.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

R. ***Prohibition on Political Activity*****.** None of the funds, materials, property, or services

provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

S. ***Remedies Cumulative*****.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

T. ***Severability*****.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

U. ***Subcontractor Reporting*****.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

V. ***Survival of Certain Provisions*****.** All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. ***Terms Binding*****.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ day of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

MANNING FAMILY CHILDREN'S HOSPITAL

BY: _____
LUCIO FRAGOSO, PRESIDENT & CEO

_____
FEDERAL TAX I.D. *OR* SOCIAL SECURITY NO.

[EXHIBIT "A" CONTAINED ON NEXT PAGE]

EXHIBIT "A"

Compensation Structure

Medical - Cost Proposal (Yearly)

Position	Base	FTE	Base (Adj)	Benefits 25% of Adj. Base Salary	Total Yearly: Adj Base + Benefits
Medical Director	$ 295,200.00	0.1	$ 29,520.00	$ 7,380.00	$ 36,900.00
Nurse Practitioner	$ 127,920.00	0.3	$ 38,376.00	$ 9,594.00	$ 47,970.00
Medical Call Coverage	$ 115,000.00	0.3	$ 34,500.00	$ 8,625.00	$ 43,125.00
RN/Nurse Manager	$ 88,254.00	1.0	$ 88,254.00	$ 22,063.50	$ 110,317.50
RN	$ 93,808.00	0.9	$ 84,427.20	$ 21,106.80	$ 105,534.00
RN	$ 91,676.00	0.9	$ 82,508.40	$ 20,627.10	$ 103,135.50
RN	$ 87,412.00	0.9	$ 78,670.80	$ 19,667.70	$ 98,338.50
RN	$ 93,808.00	0.2	$ 18,761.60	$ 4,690.40	$ 23,452.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
RN	$ 79,040.00	0.2	$ 15,808.00	$ 3,952.00	$ 19,760.00
LPN	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
LPN	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
RN/LPN - To Be Hired	$ 49,668.43	0.9	$ 44,701.59	$ 11,175.40	$ 55,876.98
RN/LPN - To Be Hired	$ 49,668.43	0.2	$ 9,933.69	$ 2,483.42	$ 12,417.11
				Total	**$ 808,100.56**

Behavioral - Cost Proposal (Yearly)

Position	Base	FTE	Base (Adj)	Benefits 25% of Adj. Base Salary	Total Yearly: Adj Base + Benefits
Psychiatrist	$ 425,000.00	0.75	$ 318,750.00	$ 79,687.50	$ 398,437.50
Senior LCSW	$ 82,950.40	1.0	$ 82,950.40	$ 20,737.60	$ 103,688.00
LCSW	$ 64,842.75	1.0	$ 64,842.75	$ 16,210.69	$ 81,053.44
				Total	**$ 583,178.94**

Item Totals	Monthly	Yearly
Medical Services	$ 67,341.71	$ 808,100.56
Behavioral Health	$ 48,598.24	$ 583,178.94
Supplies/Rx/Misc Exp	$ 1,000.00	$ 12,000.00
Indirect Costs @ 6.15%	$ 7,191.81	$ 86,301.69
Total	**$ 124,131.7**	**$ 1,489,581.19**

Calendar No. (Rev)
(Exp)

Name Gabriel Bordenave Ext. 8-3304
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A contract for Manning Family Children's Hospital to supply 24/7 medical and behavioral health services to detained youth at JJIC located at an on-site clinic.

1. Michelle L. Williams
Department Head

2. [signature]
Department of Law

3. [signature]
Chief Administrative Officer

4. Elizabeth Brusseau
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Juvenile Justice Intervention Center

Name of Contact Person: Gabriel Bordenave

Telephone Number: (504) 658-3304

Email Address: gabriel.bordenave@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To provide on-site medical and behavioral health services to detained youth at JJIC.

2. **The parties involved:** Manning Family Children's Hospital; JJJIC

3. **The obligations, expectations, and deliverables of the parties involved:** 24/7 on-site nursing staff to treat urgent medical issues as well as perform medical exams upon new youth arrivals at JJIC.

4. **The duration of the contract:** 11/1/2025 - 12/31/2026, with four options for renewal

5. **The cost and any fiscal implications of the contract for the City:** $1,737,844.73

6. **Describe disadvantaged business enterprise (DBE) participation:** DBE Waived

Reference: Council Rule 57 & City Code Section 70-10

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Housing Policy and Office of Community Developmet

Name of Contact Person: Lichelle Adams

Telephone Number: 504-658-4241

Email Address: lmadams@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This contract will supply affordable housing in the Mid-City area. There will be one-hundred three (103) affordable units, for this rental housing activity

2. **The parties involved:** City of New Orleans Office of Housing Policy & Office of Community Development and BW Cooper Senior, L.L.C.

3. **The obligations, expectations, and deliverables of the parties involved:** BW Cooper Senior, L.L.C. has been award General Obligation Bond Funds 2. by the City Department mentioned above . The organization will newly construct housing units. There will be a total of 103 units in the development, and all the units will be funded by the City of New Orleans .

4. **The duration of the contract:**

5. **The cost and any fiscal implications of the contract for the City:** $4,065,000.00 in the City's General Obligation Bond Funds 2.

6. **Describe disadvantaged business enterprise (DBE) participation:** Office of Supplier Diversity issued a DBE Validation for BW Cooper Senior, L.L.C. The bidder/respondent did meet the goal, and did demonstrate the required minimum good faith efforts to meet the goal. The Organizations DBE Commitment at this time is 35%.

Reference: Council Rule 57 & City Code Section 70-10