

MOTION

NO. M-25-579

CITY HALL: November 20, 2025

BY: COUNCILMEMBER HARRIS 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 City of New Orleans and Robert S. Maloney, Jr., Kurt B. Maloney, Julie A. Maloney Wenck, and Craig S. Maloney desire to enter into a ninth amendment for the lease of property located at 1116 Magnolia, for a period of 1 year, the additional compensation being \$228,000.00 and the total compensation equaling \$2,088,139.44; **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. 9 to the Gross Commercial Lease Agreement between the City of New Orleans and Robert S. Maloney, Jr., Kurt B. Maloney, Julie A. Maloney Wenck, and Craig S. Maloney; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 9 to the Gross Commercial Lease Agreement between the City of New Orleans and Robert S. Maloney, Jr., Kurt B. Maloney, Julie A. Maloney Wenck, and Craig S. Maloney 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. 9 TO GROSS COMMERCIAL LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ROBERT S. MALONEY, JR., ET AL.
Lease for Warehouse at 1116 Magnolia Street, New Orleans, LA 70113

THIS NINTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**,” or else, “**Lessee**”), and Robert S Maloney, Jr., Kurt B Maloney, Julie A Maloney Wenck and Craig S. Maloney, in their individual capacities (collectively as “**Lessor**”). The City and the Lessor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of January 1, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, on November 14, 2014, City and the Lessor (formerly known as “**1116 Magnolia Trust**”) entered into a Gross Commercial Lease Agreement [K14-847] for the lease of certain warehouse/office building space (the “**Agreement**”);

WHEREAS, the warehouse/office building space to be leased contained approximately 33,254 square feet, along with all other immovable property located at 1116 Magnolia Street, New Orleans, Louisiana 70113 (the “**Premises**”); and

WHEREAS, on January 1, 2017, the City and the Lessor entered into an amendment [K16-1412] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**First Amendment**”); and

WHEREAS, on February 27, 2018, the City and the Lessor entered into an amendment [K18-465] to extend the term of the Agreement for two (2) additional years, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Second Amendment**”); and

WHEREAS, on July 15, 2020, the City and the Lessor entered into an amendment [K20-647] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Third Amendment**”); and

WHEREAS, on February 4, 2020, the City and the Lessor entered into an amendment [K20-1202] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Fourth Amendment**”); and

WHEREAS, on May 11, 2022, the City and the Lessor entered into an amendment [K22-436] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Fifth Amendment**”); and

WHEREAS, on March 20, 2023, the City and the Lessor entered into an amendment [K23-367] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Sixth Amendment**”); and

WHEREAS, on August 15, 2024, the City and the Lessor entered into an amendment [K24-878] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Seventh Amendment**”); and

WHEREAS, on April 22, 2025, the City and the Lessor entered into an amendment [K25-127] to extend the term of the Agreement for one (1) additional year, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services (the “**Eighth Amendment**”); and

WHEREAS, the City and the Lessor, each having the authority to do so, desire to enter this Ninth Amendment to extend the term of the Agreement, to increase the maximum compensation amount, and to modify the terms and conditions therein to ensure continuity of services;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

1. **Amendment**. Paragraph 3(a) Escalation of Rent, (i), (a), (b) and (c) of the Lease are hereby deleted from the Lease as of the Effective Date, which deletion shall in no way affect the applicability of the henceforth deleted provisions prior to the Effective Date.

2. **Amendment**. Paragraph 35 of the Lease is hereby amended and restated in its entirety as follows:

“35. **Extension of Lease**. Lessee shall have an option to extend this Lease for a period of twelve (12) months at a monthly rental of **\$16,596.25** and ending on December 31, 2023.

Lessee shall also have an option to extend this Lease for a period of twelve (12) months at a monthly rent of **\$17,465.00** and ending on December 31, 2024.

Lessee shall also have an option to extend this Lease for a period of twelve (12) months at a monthly rent of **\$17,973.33** and ending on December 31, 2025, payable to:

Robert S. Maloney, Jr.	\$4,493.33
Kurt B. Maloney	\$4,493.33
Julie A. Maloney Wenck	\$4,493.33
Craig S. Maloney	\$4,493.33

Lessee shall also have an option to extend this Lease for a period of twelve (12) months at an annual rent of **\$228,000.00** and ending on December 31, 2026, due and payable on or before March 1, 2026, to:

Robert S. Maloney, Jr.	\$57,000.00
Kurt B. Maloney	\$57,000.00
Julie A. Maloney Wenck	\$57,000.00
Craig S. Maloney	\$57,000.00

For the avoidance of doubt, Lessee shall have no further options to extend this Lease beyond December 31, 2026, and the terms of this Lease shall terminate on December 31, 2026.”

3. **Acknowledgment of Extension.** The parties acknowledge and agree that Lessee has exercised its option to extend this Lease from the Effective Date through December 31, 2026.

4. **Maximum Compensation.** The maximum amount payable under this ninth amendment is **\$228,000.00**. The lifetime maximum amount payable under the Agreement is INCREASED from \$1,860,139.44 to a total amount not to exceed **\$2,088,139.44**.

5. **Audit and Other Oversight.** It is agreed that the Lessor 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 Lessor 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 Lessor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. **Authority.** Each party hereto represents and warrants that the agent, manager, member, partner or officer executing this Amendment on its behalf is fully authorized, directed and empowered to execute and deliver this Amendment in such capacity as the act and deed of the party on whose behalf he or she is executing this Amendment and that all partnership, limited liability company or corporate action requisite to such execution and delivery has been taken by such party.

7. **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts, and each such counterpart when executed and delivered shall be considered an original, and all of which together shall constitute but one and the same instrument. For purposes of executing this Amendment, a document signed electronically (including, without limitation, DocuSign and AdobeSign) and transmitted by electronic mail shall be treated as an original document and considered to have the same binding legal effect as an original signature on an original document.

8. **Creature of Government.** It is understood and agreed that the City of New Orleans is a creature of government. Should the appropriation from the City, the City Council, or other governmental entity funding source be cut off or reduced so that its continued operation is no longer feasible, this Lease may be terminated upon the giving of sixty (60) days’ written notice by Lessee to Lessor. If the City is ordered to cease operations by virtue of an act of the Federal or the State Government or not funded by the New Orleans City Council, or by any court of competent jurisdiction, this Lease will terminate coincidental with said order. Under these circumstances all lease payments shall cease and the liability of the City, therefore, shall also cease.

9. **Waiver and Consent.** No modification, amendment, or waiver of any provision of the Lease, as amended by this Amendment, nor consent to any departure from any such provision shall be effective unless it is in writing and signed by both parties, hereto, and such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

10. **Convicted Felon Statement.** The Lessor swears that it complies with City Code Section 2-8(c). No Lessor 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.

11. **Non-Solicitation Statement.** The Lessor 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 Lessor 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.

12. **Full Force and Effect.** Except as amended by this Amendment, the remaining provisions of the Lease shall remain in full force and effect, enforceable by each party to the Lease in accordance with their terms.

[SIGNATURES CONTAINED ON NEXT PAGES]

THUS DONE AND PASSED, in my office in New Orleans, Louisiana, on this _____ (day) of _____ (month), 20____, in the presence of the undersigned competent witnesses, and with the said appearer and me, a Notary Public, after due reading of the whole, the Parties hereto have executed this Amendment as of the Effective Date.

WITNESS:

By: _____

Printed Name: _____

WITNESS:

By: _____

Printed Name: _____

LESSEE:

CITY OF NEW ORLEANS

BY: _____

**LATOYA CANTRELL,
MAYOR**

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No: _____

State: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY:

Law Department

By: _____

Printed Name: _____

THIS DONE AND PASSED, on this _____ day of _____, 20____.

WITNESS:

By: _____

Printed Name: _____

WITNESS:

By: _____

Printed Name: _____

LESSOR:

**In their individual capacities and collectively
as "Lessor":**

BY: _____

Robert S Maloney, Jr.

BY: _____

Kurt B Maloney

BY: _____

Julie A Maloney Wenck

BY: _____

Craig S. Maloney

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No: _____

State: _____

My Commission Expires: _____

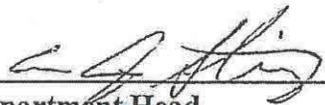
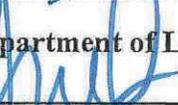
Name Howard E. Nobles Ext. 88477
Person responsible for routing

**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: Department of Property Management, and Robert S. Maloney, Jr.,

Kurt B. Maloney, Julie A. Maloney Wenck, and Craig S. Maloney desire to enter into a ninth amendment
for the lease of property located at 1116 Magnolia.

- 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:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Property Management

Name of Contact Person: Howard E. Nobles

Telephone Number: 504-658-8477

Email Address: henobles@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

Department of Property Management, and Robert S. Maloney, Jr., Kurt B. Maloney, Julie A.

Maloney Wenck, and Craig S. Maloney desire to a ninth amendment for the lease of property

located at 1116 Magnolia.

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: _____