

French Quarter MANAGEMENT DISTRICT

Notes

Finance & Development Committee Meeting

Thursday 14 October 2021

2:00 pm

Omni Royal Orleans Hotel, Esplanade Room
621 St Louis Street
New Orleans, Louisiana 70130

1. Call to Order: The meeting was called to order at 2:07 pm and the agenda was read into the record.

Roll Call:

| FINANCE & DEVELOPMENT COMMITTEE | | | |
|---------------------------------|-----------|---------|--------|
| First Name | Last Name | Present | Absent |
| Sue | Klein | X | |
| Heidi | Raines | X | |
| Robert | Watters | | X |
| Frank | Zumbo | X | |

Attendees:

| GUESTS | | |
|------------|----------------|--|
| First Name | Last Name | Role |
| Karley | Frankic | Executive Director |
| Eric | Smith | City CAO Analyst |
| Zach | Monroe | City Council District C Chief of Staff |
| Brittany | Mulla McGovern | Commissioner |
| Gail | Cavett | Commissioner |
| Bob | Simms | Commissioner |

2. Public Comment
No written public comment or requests for live comment were received at the conclusion of the reading of the agenda.
3. Discussion – Discussion by committee of French Quarter Economic Development District Annual Budget
The Committee Members and attendees discussed the FQEDD Annual Budget spreadsheet, see attached with edits and notes. Mr. Smith said that he would have a budget to the FQMD Executive Director by Monday, October 18th, for distribution to the Board of Commissioners. He requested that the Board call a special meeting to review before the end of the month so that the City Council can take the FQEDD Annual Budget in the scheduled budget sessions starting in November.
4. New Business
No new business was discussed.
5. Adjournment
Ms. Klein motioned to adjourn the meeting. Mr. Zumbo seconded the motion, and the meeting was adjourned at 3:13 pm.

The French Quarter Management District is a state entity created by the Louisiana Legislature as a means for the residential and business communities to work together to protect, preserve, and maintain the world famous French Quarter as a safe, clean, vibrant and friendly neighborhood for residents, businesses, and visitors.

| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | NOTES |
|--------------------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------------------|
| INCOME | | | | | | | |
| Collection | \$ 277,524 | \$ 2,030,588 | \$ 2,659,698 | \$ 3,190,640 | \$ 3,380,725 | \$ 2,462,895 | |
| Balance Forward | \$ - | \$ 277,524 | \$ (159,104) | \$ (109,061) | \$ 462,236 | \$ 1,217,152 | |
| TOTAL INCOME | \$ 277,524 | \$ 2,308,112 | \$ 2,500,593 | \$ 3,081,580 | \$ 3,842,961 | \$ 3,680,047 | |
| SPPP EXPENSES | | | | | | | |
| Patrol Officers | | \$ 1,839,600 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | |
| SPPP Supervisor | | \$ 93,500 | \$ 95,370 | \$ 97,277 | \$ 99,223 | \$ 101,207 | |
| App Licensing Fee | | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | |
| Supplies & Equipment | | \$ 15,000 | \$ 5,000 | \$ 5,500 | \$ 6,050 | \$ 6,655 | Awaiting NOPD equipment costs |
| Mobile Data | | \$ 5,000 | \$ 5,250 | \$ 5,513 | \$ 5,788 | \$ 6,078 | Awaiting NOPD cost estimate |
| Vehicle: Purchase | \$ 30,000 | \$ 60,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 | | |
| Vehicle: Maintenance | | \$ 25,000 | \$ 26,250 | \$ 27,563 | \$ 28,941 | \$ 30,388 | Awaiting NOPD cost estimate |
| Vehicle: Fuel | | \$ - | \$ - | \$ - | \$ - | \$ - | Awaiting NOPD cost estimate |
| TOTAL SPPP EXPENSES | \$ 30,000 | \$ 2,088,100 | \$ 2,211,870 | \$ 2,215,852 | \$ 2,220,002 | \$ 2,194,328 | |
| 10% CONTINGENCY | \$ 3,000 | \$ 208,810 | \$ 221,187 | \$ 221,585 | \$ 222,000 | \$ 219,433 | |
| ADMINISTRATIVE EXPENSES | | | | | | | |
| Tax Collection Fee (1%) | \$ 2,775 | \$ 20,306 | \$ 26,597 | \$ 31,906 | \$ 33,807 | \$ 24,629 | |
| Admin Fee (7% capped) | \$ 19,427 | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ 150,000 | |
| TOTAL ADMIN EXPENSE | \$ 22,202 | \$ 170,306 | \$ 176,597 | \$ 181,906 | \$ 183,807 | \$ 174,629 | |
| NET INCOME | \$ 222,322 | \$ (159,104) | \$ (109,061) | \$ 462,236 | \$ 1,217,152 | \$ 1,091,657 | |

| CEA PATROL PLAN OBLIGATIONS | | | | |
|------------------------------------|--------------|--------------|--------------------|--|
| ZONE | SHIFT | HOURS | COST | NOTES |
| Traffic | 07:00-19:00 | 12 | \$ 504 | traffic and oversized vehicle enforcement in the District |
| Zone 5 | 03:00-15:00 | 12 | \$ 504 | 100-800 blocks of Bourbon Street |
| Zone 5 | 15:00-03:00 | 12 | \$ 504 | 100-800 blocks of Bourbon Street |
| Zone 5 | 15:00-03:0 | 12 | \$ 504 | 100-800 blocks of Bourbon Street |
| Zone 2 | 00:01-24:00 | 24 | \$ 1,008 | riverside of Bourbon Street to Esplanade Avenue, to the Mississippi River, to the downriver side of Canal Street |
| Zone 1 | 00:01-24:00 | 24 | \$ 1,008 | lakeside of Bourbon Street to Esplanade Avenue, to the lakeside on N. Rampart Street, to the downriver side of Canal Street |
| Zone 3 | 00:01-24:00 | 24 | \$ 1,008 | lakeside of North Rampart to the downriver side of Esplanade Avenue to riverside of Decatur Street to the upriver side of St. Ann Street |
| DAILY TOTAL | | 120 | \$ 5,040 | |
| ANNUAL TOTAL | | 43,800 | \$1,839,600 | |
| SPPP Supervisor (NOPD) | | | \$ 93,500 | |
| TOTAL | | | \$1,933,100 | |

| | 2019 ACTUALS | 2020 ACTUALS | COVID | Notes | 2021/assumption | | 2022 assumption | | 2023 assumption | |
|-----------|-------------------------|-------------------------|--------------|---------------------------|------------------------|------------|------------------------|------------|------------------------|------------|
| January | \$ 264,373 | \$ 452,175 | 171% | backlog from cyber attack | \$ 147,095 | 56% | \$ 145,405 | 55% | \$ 198,280 | 75% |
| February | \$ 240,881 | \$ 259,804 | 108% | | \$ 72,386 | 30% | \$ 132,484 | 55% | \$ 180,661 | 75% |
| March | \$ 278,047 | \$ 167,642 | 60% | | \$ 87,546 | 31% | \$ 152,926 | 55% | \$ 208,536 | 75% |
| April | \$ 339,803 | \$ 67,904 | 20% | | \$ 17,535 | 5% | \$ 203,882 | 60% | \$ 271,842 | 80% |
| May | \$ 288,891 | \$ 157,851 | 55% | backlog from grace period | | | \$ 173,335 | 60% | \$ 231,113 | 80% |
| June | \$ 280,623 | \$ 47,047 | 17% | | | | \$ 168,374 | 60% | \$ 224,499 | 80% |
| July | \$ 247,781 | \$ 62,310 | 25% | | | | \$ 161,057 | 65% | \$ 198,225 | 80% |
| August | \$ 221,676 | \$ 81,992 | 37% | | | | \$ 144,089 | 65% | \$ 177,340 | 80% |
| September | \$ 206,093 | \$ 77,494 | 38% | | | | \$ 133,960 | 65% | \$ 164,874 | 80% |
| October | \$ 252,458 | \$ 79,945 | 32% | | | | \$ 164,098 | 65% | \$ 214,590 | 85% |
| November | \$ 308,360 | \$ 89,475 | 29% | | \$ 138,762 | 45% | \$ 200,434 | 65% | \$ 262,106 | 85% |
| December | \$ 71,635 | \$ 190,838 | 266% | | \$ 138,762 | | \$ 250,543 | | \$ 327,633 | |
| | \$ 3,000,621 | \$ 1,734,478 | 71% | | \$ 277,524 | 33% | \$ 2,030,588 | 61% | \$ 2,659,698 | 80% |

| | 2024 assumption | | 2025 assumption | | 2026 assumption | | | OVERALL 2021 FQ SALES TAX REVENUES | Estimated Potential 2021 Revenues based on overall FQ Sales Remittances |
|-----------|---------------------|------------|---------------------|-------------|---------------------|-------------|--|---|--|
| January | \$ 237,936 | 90% | \$ 269,661 | 102% | \$ 274,948 | 104% | | 70% | \$ 185,061.31 |
| February | \$ 216,793 | 90% | \$ 245,698 | 102% | \$ 250,516 | 104% | | 70% | \$ 168,616.53 |
| March | \$ 250,243 | 90% | \$ 283,608 | 102% | \$ 289,169 | 104% | | 70% | \$ 194,633.18 |
| April | \$ 322,813 | 95% | \$ 346,599 | 102% | \$ 353,395 | 104% | | 70% | \$ 237,862.07 |
| May | \$ 274,447 | 95% | \$ 294,669 | 102% | \$ 300,447 | 104% | | 70% | \$ 202,223.92 |
| June | \$ 266,592 | 95% | \$ 286,236 | 102% | \$ 291,848 | 104% | | 70% | \$ 196,436.26 |
| July | \$ 247,781 | 100% | \$ 252,736 | 102% | \$ 257,692 | 104% | | 70% | \$ 173,446.46 |
| August | \$ 221,676 | 100% | \$ 226,109 | 102% | \$ 230,543 | 104% | | 70% | \$ 155,172.89 |
| September | \$ 206,093 | 100% | \$ 210,215 | 102% | \$ 214,336 | 104% | | 70% | \$ 144,264.93 |
| October | \$ 252,458 | 100% | \$ 257,507 | 102% | | 104% | | 70% | \$ 176,720.77 |
| November | \$ 308,360 | 100% | \$ 314,527 | 102% | | 104% | | 70% | \$ 215,852.10 |
| December | \$ 385,450 | | \$ 393,159 | | | | | 70% | \$ 50,144.75 |
| | \$ 3,190,640 | 96% | \$ 3,380,725 | 102% | \$ 2,462,895 | 104% | | 70% | \$ 2,100,435 |

| FACTOR | VALUE | INCREMENT | NOTES | | | | | | |
|----------------------------|-----------|-----------|---|-------------|--|--|--|--|--|
| NOPD Overtime average | \$ 42 | hour | \$ 42 \$1,823,266 | | | | | | |
| NOPD Supervisor | \$ 93,500 | annual | | \$ 93,500 | | | | | |
| | | | | \$1,916,766 | | | | | |
| App Licensing Fee | \$ 50,000 | annual | Any item over \$1,000 will need to have to go out for RFP (competitive bid), Single Source vend | | | | | | |
| Vehicle Purchase | \$ 30,000 | unit | | | | | | | |
| Polaris | \$ 27,000 | | | | | | | | |
| Chevy Trax | \$ 20,000 | | | | | | | | |
| Chevy Bolt | \$ 30,000 | | | | | | | | |
| Ford Escape | ? | | | | | | | | |
| Minimum Vehicles on patrol | 5.5 | | | | | | | | |
| Current Vehicle Fleet | 3 | | | | | | | | |
| Vehicles on order | 8 | | Lesson Chevrolet canceled order for 4 vehicles: City sourcing from other approved public bid d | | | | | | |
| Minimum Vehicle Count | 9 | | | | | | | | |
| Miles per shift | 15 | 4 hour | | | | | | | |
| tablet purchase | \$ 300 | unit | | | | | | | |
| minimum tablets on patrol | 5 | | | | | | | | |
| current tablet count | 9 | | | | | | | | |
| minimum tablet count | 8 | | | | | | | | |

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| dealerships. New Orleans Power Sports has not been contracted to purchase 4 Polaris. 3-4 month lead time from order date | | | | | | | | | | | |
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| RESPONSIBLE PARTY | | FREQUENCY | NOTES | DELIVERABLE OBLIGATION |
|-------------------|-------|-----------|---------------------------------------|--|
| FQMD | | Annually | | coordinate with the City on the creation of Annual Budget for the SPPP and any other programs or operations funded with the Trust Fund |
| FQMD | | Annually | | Establish Key Performance Indices |
| FQMD | | As Needed | | Give written notice to the CAO and the NOPD Superintendent that a reduction of Underlying Police Services in the NOPD 8 th District has come to its attention |
| FQMD | | Monthly | | Submit Adminsitration Fee Invoice via BRASS |
| FQMD | | Monthly | Per published annual meeting calendar | Convene public hearings on the Trust Fund-funded programs and operations |
| FQMD | | Monthly | | Agreement Monitor Meeting: Ensure that FQMD's Agreement Monitors, or designees, discuss the progress the Parties are making towards the attainment of the goals set forth in the Recitals of this Agreement, the public's perception of the effectiveness of the SPPP, and alternative approaches that should be considered in order to better achieve the Agreement's goals during each monthly meeting |
| FQMD | | Monthly | | Review KPIs |
| FQMD | | Monthly | | attend monthly meetings with the NOPD 8 th District Commander and/or the Commander's designee and the 8th District SPPP Supervisor to receive feedback from the NOPD 8 th District Commander and the SPPP Supervisor on the performance of the SPPP Officers, along with the FQMD's suggestions for revising the NOPD's patrol plan |
| FQMD | | Once | | Update BRASS |
| FQMD | | Ongoing | | Provide fiscal and operational oversight of the Trust Fund |
| FQMD | | Ongoing | | Provide written notice to any Party whose services allegedly fail to meet the KPIs for two (2) consecutive months |
| FQMD | | Ongoing | | Report to the FQEDD and City any complaints or concerns relative to the any acts or omission related to the obligations of the Parties |
| FQMD | | Ongoing | | Gather information from businesses, service workers, and residents as to their perception of the performance, effectiveness, and attendance of the SPPP Officers, the impact of the SPPP, and the impact of all other FQEDD funded programs and operations on public safety |
| FQMD | | Ongoing | | Provide feedback to Agreement Monitors on the public's perception of the performance, effectiveness, and attendance of the SPPP Officers, the impact of the SPPP, and the impact of all other FQEDD funded programs and operations on public safety |
| FQMD | | Quarterly | | Provide budget and expenditure reports to the City Council |
| City Council | FQEDD | Annually | | Establish Key Performance Indices |
| City Council | FQEDD | Annually | | Review and approve the Annual Budget or amended Annual Budget proposed by the CAO and submitted by the FQMD |

| RESPONSIBLE PARTY | | FREQUENCY | NOTES | DELIVERABLE OBLIGATION |
|-------------------|------------------------|-----------|---|--|
| City Council | FQEDD | As Needed | | Intervene and provide written notice to the Party whose services allegedly failed to meet the KPIs, if the KPIs are still not satisfied after the subsequent thirty (30) day cure period (i.e., 2 months plus 30 days). The FQEDD will request a meeting at a time that is mutually agreed upon by the Parties, whose consent shall not be unreasonably withheld, conditioned, or delayed, and the meeting shall occur no later than fifteen (15) days from the Parties' receipt of the written notice. If the KPIs are not cured and the necessary adjustment to the SPPP are not made through such meeting, the Parties shall retain all rights and remedies in law or in equity |
| City Council | FQEDD | As Needed | | Periodically review and approve or disapprove the Administrative Fee |
| City Council | FQEDD | As Needed | | Give written notice to the CAO and the NOPD Superintendent that a reduction of Underlying Police Services in the NOPD 8 th District has come to its attention |
| City Council | FQEDD | Monthly | | Agreement Monitor Meeting |
| City Council | FQEDD | Monthly | | Review the City's monthly accounting of the amount of gross Designated Sales Tax revenues collected and the difference in the amount of the Designated Sales Tax and the Net Revenues of the Designated Sales Tax |
| City Council | FQEDD | Monthly | | In collaboration with the City's Department of Finance, cause to be deposited the Monthly Collection into the Trust Fund no later than the last business day of the month following the Month such funds are due. Monthly Collection received in any Month as a result of audits shall be treated as Monthly Collection for such Month for purposes of this Agreement |
| City Council | FQEDD | Ongoing | | levy and impose the Designated Sales Tax and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Designated Sales Tax |
| City Council | FQEDD | Ongoing | | Furnish to the City a list of all businesses located within the District when requested by the City |
| City Council | | Quarterly | | Hold quarterly meetings to hear report from FQMD on budget, expenditures, and KPIs |
| Administration | | Annually | | coordinate with the FQMD on the creation of Annual Budget for the SPPP and any other programs or operations funded with the Trust Fund |
| Administration | CAO | Annually | Before October 15th of each Calendar Year | present the annual budget to the FQMD Board |
| Administration | | Annually | | Establish Key Performance Indices |
| Administration | SPPP Supervisor | As Needed | | notice FQMD within twenty-four (24) hours of unfilled shifts |
| Administration | SPPP Supervisor | As Needed | | Fill any vacancies in the schedule caused by absences and/or callouts |
| Administration | NOPD Superintendent | As Needed | | Withing 30 days from receipt of notice use reasonable best efforts to correct the reduction and/or to explain to the satisfaction of the FQEDD |
| Administration | NOPD Superintendent | As Needed | | Assign a full-time, non-overtime NOPD ranking officer to serve as the NOPD 8 th District SPPP Supervisor |
| Administration | 8th District Commander | As Needed | | Handle all vehicle accidents that involve SPPP Officers |

| RESPONSIBLE PARTY | | FREQUENCY | NOTES | DELIVERABLE OBLIGATION |
|-------------------|------------------------|-----------|-----------------------------|--|
| Administration | 8th District Commander | As Needed | | Go to the scene of any major incident involving a SPPP Officers |
| Administration | 8th District Commander | As Needed | | Check the status and review all Use of Force reports filed by a SPPP Officer |
| Administration | 8th District Commander | As Needed | | Provide information and address the situation as necessary when a complaint is made against a SPPP Officer |
| Administration | | Monthly | | Agreement Monitor Meeting |
| Administration | | Monthly | | Deposit Monthly Collection into the Trust Fund |
| Administration | | Monthly | | Remit Administrative Fee to FQMD |
| Administration | | Monthly | | Present invoices, receipts, and detailed expenditure data to the FQMD, including a detailed report of actual receipts and expenditures and the balance of such funds remaining in the Trust Fund |
| Administration | SPPP Supervisor | Monthly | | Attend all regular and special meetings of FQMD Board of Commissioners. |
| Administration | SPPP Supervisor | Monthly | | Attend FQMD Security and Enforcement Committee meetings |
| Administration | SPPP Supervisor | Monthly | | Attend NONPAC meetings |
| Administration | SPPP Supervisor | Monthly | | Attend Agreement Monitor meetings |
| Administration | | Once | On Effective Date | Notify FQMD of the number of on-duty NOPD officers assigned to the NOPD 8th District |
| Administration | 8th District Commander | Once | On or Before Effective Date | Deliver a complete Patrol Plan for the District to the Agreement Monitors on or before the Effective Date of this Agreement : Patrol Zones and post assignments Details in CEA |
| Administration | 8th District Commander | Ongoing | | Provide instruction to SPPP Officers regarding emerging situations, wanted suspects, Vieux Carré-specific ordinances, and handling public safety situations that are specific to a tourist-dense French Quarter |
| Administration | | Ongoing | | Maintain the Trust Fund as a separate fund, apart from other funds and accounts of the City or other entities |
| Administration | | Ongoing | | Collect, account for, and remit the Designated Sales Tax into the Trust Fund |
| Administration | | Ongoing | | Provide the FQMD with direct on-line 24/7 real-time access to the Trust Fund, showing all deposits, details of all expenses/expenditures, and other reasonably expected information, including but not limited to, budget to actual reports, income and expense reports, and balance sheets |
| Administration | | Ongoing | | Provide access to personnel to discuss the required services during normal working hours, as requested by the FQMD or the FQEDD |
| Administration | | Ongoing | | Ensure that the SPPP Officers deployed in the District pursuant to this Agreement shall not be a replacement for the number of on-duty NOPD officers deployed to and/or used in the District during the term of this Agreement, and the NOPD shall make a good faith effort to increase the number of on-duty NOPD officers deployed to and/or used in the NOPD 8 th District above that the number that was routinely deployed to and/or used as of the Effective Date |
| Administration | SPPP Supervisor | Ongoing | | Deliver the standard crimes and/or violations which SPPP Officers shall focus and Post Instructions to the NOPD 8 th District Commander |
| Administration | SPPP Supervisor | Ongoing | | Keep an accurate record and accounting of the shifts worked as part of the SPPP |

| RESPONSIBLE PARTY | | FREQUENCY | NOTES | DELIVERABLE OBLIGATION |
|-------------------|------------------------|-----------|-------|--|
| Administration | SPPP Supervisor | Ongoing | | Supervise those officers of rank when working as part of the SPPP |
| Administration | SPPP Supervisor | Ongoing | | Develop policies and procedures necessary for the improvement of the services provided as part of the SPPP |
| Administration | SPPP Supervisor | Ongoing | | Develop training for SPPP officers with all applicable laws, codes, and ordinances specific to the District |
| Administration | NOPD Superintendent | Ongoing | | Provide each SPPP Officer a body worn camera and mount for use while on patrol |
| Administration | NOPD Superintendent | Ongoing | | Purchase materials, supplies, and vehicles for SPPP |
| Administration | 8th District Commander | Ongoing | | Provide the SPPP Officers with citation books or NOPD approved replacement devices and software |
| Administration | 8th District Commander | Ongoing | | Ensure that each summons related to an arrest made by a SPPP Officer is processed in a timely manner |
| Administration | 8th District Commander | Ongoing | | Provide supervision for all SPPP Officers consistent with NOPD Policy Manual and any pertinent Quality of Life Manuals provided by the FQMD |
| Administration | 8th District Commander | Ongoing | | Require on-duty NOPD officers not participating in the SPPP to transport persons arrested including any arrested by an SPPP Officer, with the exception that while regular on-duty NOPD officers will assist in transporting a subject injured during an arrest made by a SPPP Officer, direct support with medical treatment and booking shall remain the primary responsibility of the arresting officer |
| Administration | 8th District Commander | Ongoing | | Ensure that SPPP Officers are trained to handle public safety situations specific to French Quarter |
| Administration | SPPP Supervisor | Quarterly | | Attend City Council meetings |
| Administration | SPPP Supervisor | Weekly | | Collect and review all trip sheets and time sheets. |
| Administration | SPPP Supervisor | Weekly | | schedule POST Certified officers to work the SPPP |
| Administration | SPPP Supervisor | Weekly | | Attend 8th District MAX meetings |
| Administration | SPPP Supervisor | Weekly | | Provide records extending from the week documenting the daily shifts of SPPP Officers |
| Administration | 8th District Commander | Weekly | | Provide the SPPP Supervisor and Agreement Monitors a 24/7 schedule of the on-duty NOPD 8 th District Shift Supervisors |