

FINANCE & DEVELOPMENT COMMITTEE

Meeting Notes

Monday, 12 May 2025, 1:15 pm

*The Historic New Orleans Collection, Boyd Cruise Room
410 Chartres Street, New Orleans, LA 70130*

1. Call to Order, Reading of the Agenda, and Roll Call

The meeting was called to order at 1:15 PM and the agenda was read into the record.

| COMMITTEE MEMBERS | | | | VOTES | |
|-------------------|-----------|---------|--------|-----------------------|---|
| First Name | Last Name | Present | Absent | Approve meeting notes | Authorize Board Chair to award, sign & execute the streetlights amendment contract with ASE, Inc. |
| Frank | Zumbo | X | | Yes | Yes |
| Heidi | Raines | X | | Yes | Yes |
| Sue | Klein | X | | Yes | Yes |
| Christine | Bondio | | X | - | - |
| Jane | Cooper | X | | Yes | Yes |
| Alex | Fein | X | | Yes | Yes |

INTRODUCTION OF ATTENDEES:

| GUESTS | | |
|----------|------------|-------------------------|
| First | Last | Role |
| Michelle | Courseault | FQMD Executive Director |

2. Public Comment

No written public comment was received.

3. Motion – Consider a motion to approve the previous meeting notes

Frank Zumbo made a motion to approve the previous meeting notes. Jane Cooper seconded the motion, and it was approved.

4. Committee Chair's Comments

Alex Fein directed the Committee to review the Budget vs. Actuals pages of the Treasurer's Report, commenting that these allow more visibility to monitor percentage of year to date budget allotments. Clarification made that the last line of the Budget Amendment Request document for the Board meeting is the only new budget request item, all others listed are corrections to the amounts only for items that were originally approved in the budget review process.

5. Follow Up Items from Last Meeting –

- *Update– FQMD Fiscal Budget Review (new final format) –

See attached document. A question was raised how to address presenting this new format moving forward to F&D committee and BOC. Process was suggested to first- have ED and F&D Chair meet to identify issues and bring recommendations for resolving issues to F&D committee, then – BOC, embracing “see something, say something”

French Quarter MANAGEMENT DISTRICT

of all committee members and BOC. F&D committee should review the new format monthly, and BOC review quarterly. Ms. Courseault asked if the blue highlights and blue clarification section on the new format Budget document satisfied the need for further clarification that the FQ EDD Trust Fund is held and managed, Mr. Zumbo confirmed yes it does, particularly in the bottom clarification section adding the specific language of CEA.

6. Presentations –

- a. * Michelle Courseault To Present: State Appropriations Q3 Report & Best Practices-

See attached document.

7. Discussions –

- a. *Motion – Consider a motion to authorize the Board Chair to award, sign, and execute the Street Lights Amendment Contract between the FQMD and ASE Services, LLC for warranty repairs.

Ms. Courseault shared anticipated budget request of Quality Control / Assurance request to inspect Street Lights repair requests through 311 system to 1) ID needed repairs for FQMD to request work completion of ASE, and 2) confirm work completion by ASE. She clarified FQMD staff does not have electrical expertise / knowledge to ID repair issues nor confirm completion of the work to validate the invoicing from ASE contractor. Research is being done currently to confirm anticipated expense to bring to this committee for approval of funds. She recommended moving forward, a budget line item could be created as a placeholder for anticipated infrastructure projects that require expertise for Quality Assurance & Control, outside of the layperson's knowledge base. Mr. Fein asked if the budget for this project was capped at the leftover budget from last year's streetlight project, and Ms. Cooper answered that it was correct. Mr. Bilby raised the question, when FQMD takes on projects like Street Light repairs, which should come from City budget, how do we recover the expenses paid.

Sue Klein made a motion to authorize the Board Chair to award, sign, and execute the Street Lights Amendment Contract between the FQMD and ASE Services, LLC for warranty repairs. Frank Zumbo seconded the motion, and it was approved.

- b. DEFERRED TO NEXT MONTH, - *Motion – Consider a motion to recommend approval to the Board of Commissioners the budget amendment request by Government Affairs committee for \$_____ for Ballot Vote Campaign

DEFERRED, as Government Affairs committee meeting was rescheduled to 5/14/25 due to inclement weather.

8. New Business– To consider and take action upon any other matters that may properly come before the French Quarter Management District Finance & Development Committee

Glade Bilby raised an item of new business: Sanitation. He stated that as a result of Senate Bill #195, he has begun researching nationwide best practices for 'Quality Control' in monitoring sanitation. He noted FQMD should begin to think ahead, should we need to hire an emergency contractor to maintain sanitation

9. Next Meeting Date:

The next scheduled meeting date of the Committee is Tuesday, June 3rd, 2025, at 3:00 PM.

10. Adjournment

Ms. Klein made a motion to adjourn. Heidi Raines seconded the motion, and the meeting adjourned at 1:55 PM.

| | | | | | |
|---|--------------|----------------|-----------------|-------------------|---|
| Updated as of 4.3.2025 12:34pm | | | | | |
| Actuals (Jan. - Mar 2025) | | | | | |
| 2025 Budget | | | 2025-Q1 Actuals | | |
| Income | | | \$ 8,591,163 | \$ 3,760,171.10 | |
| Admin Fees | \$ 300,000 | | | | |
| NOCO | | | \$ 150,000 | \$ 150,000.00 | |
| FQEDD Trust | | | \$ 150,000 | \$ 44,058.80 | |
| Contract Revenue | \$ 6,655,240 | | | | |
| State Appropriations | | | | | |
| | | | \$ 1,250,000 | \$ 1,250,000.00 | |
| FQEDD Trust*** | | | \$ 4,055,240 | \$ 692,075.73 | ***Monies held in FQ EDD Trust, managed by City |
| NOCO | | | \$ 404,889 | \$ - | |
| OJP Byrne (Federal) Grant | | | \$ 945,111 | \$ - | |
| Interest Income | \$ 34,200 | | | \$ 24,036.57 | |
| FQMA | \$ 1,723 | | | \$ - | |
| Street Lights Rollover | \$ 1,600,000 | | | \$ 1,600,000.00 | |
| Expenses | | | (\$ 8,189,256) | | |
| PROGRAMMING | | | | | |
| Security | | | (\$ 5,010,010) | | |
| ***SPPP (Personnel, Operating, Recurring) | | | \$ (3,410,010) | \$ (1,052,310.00) | ***Monies held in FQ EDD Trust, managed by City |
| UQP /E | | \$ (1,600,000) | | \$ (402,040.44) | |
| Public Safety | | | (\$ 2,463,230) | | |
| ***TASGNO | | | \$ (223,642) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| ***Covenant House | | | \$ (61,322) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| ***License Plate Readers | | | \$ (47,666) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| ***Cameras Maintenance | | | \$ (56,600) | \$ (12,212.36) | ***Monies held in FQ EDD Trust, managed by City |
| ***Pedestrian / Vehicle Safety | | | \$ (120,000) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| Street Lights Project | | \$ (1,600,000) | | \$ (1,010,361.03) | |
| Infrastructure Improvements | | \$ (325,000) | | | |
| ***Signage | | | \$ (5,000) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| ***UQP Body Armor Upgrades | | \$ (24,000) | | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| Quality of Life | | | (\$ 257,000) | | |
| ***Graffiti Abatement | | | \$ (25,000) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| Recycling | | | \$ (150,000) | \$ (111,166.69) | |
| ***Code Enforcement | | | \$ (82,000) | \$ - | ***Monies held in FQ EDD Trust, managed by City |
| OPERATIONS | | | | | |
| Payroll (Salaries + benefits) | | | (\$ 203,934) | | |
| Employee Benefits | | | | \$ (3,991.26) | |
| Payroll | | | | \$ (41,781.84) | |
| Processing Fees | | | | \$ (549.00) | |
| Taxes | | | | \$ (5,259.46) | |
| Worker's Compensation | | | | \$ (210.20) | |
| Admin | | | (\$ 91,602) | | |
| Memberships | | \$ (1,750) | | \$ (1,750.00) | |
| Office Supplies | | \$ (23,200) | | \$ 11,222.03 | |
| Mobile Data Charges | | \$ (5,900) | | \$ (940.59) | |
| Rent | | \$ (20,916) | | \$ (4,800.00) | |
| Utilities (Email, RingCentral Phone) | | \$ (2,679) | | | |
| Insurance | | \$ (29,257) | | \$ (8,817.49) | |
| Conferences & Meetings | | \$ (4,300) | | \$ (379.87) | |
| Travel | | \$ (2,900) | | \$ - | |
| Parking | | \$ (500) | | \$ (113.68) | |
| Bank Fees | | \$ (200) | | \$ (29.00) | |
| Professional Fees | | | (\$ 163,480) | | |
| Advertising / Marketing | | \$ (61,600) | | \$ (14,741.46) | |
| Accounting Fees | | \$ (25,000) | | \$ (4,148.00) | |
| Audit Fees | | \$ (25,000) | | \$ - | |
| Legal Fees | | \$ (7,000) | | \$ (1,106.00) | |
| Program Manager | | \$ (43,680) | | \$ (4,513.94) | |
| Website | | \$ (1,200) | | \$ - | |
| 2025 BALANCE | | | \$ 401,907 | | |
| FQ EDD Trust Fund Clarification: | | | | | |
| Reinstating the Cooperative Endowment Agreement (CEA) 88-73-382 between the City of New Orleans and FQEDD, and FO EDD-2025-1 FQEDD CEA CEA CNO FQEDD FQEDD 423-382.pdf | | | | | |
| WHEREAS, the Trust Fund has been established by the Director of Finance for the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth in the Act; | | | | | |
| (FQMD will) Provide fiscal and operational oversight of the Trust Fund and related services provided by the Trust Fund to ensure that the proceeds of the Designated Sales Tax are being used strictly in accordance with the Proposition, which are subject to quarterly budget and expenditure reports to the City Council. * | | | | | |

State Appropriations Training Best Practices & Lessons Learned

1) State fiscal cycle is 1 July through 30 June each and every year. This is the window within which all state funded contracts and services must be maintained, according to State Law.

BEST PRACTICE: Establish standard protocol for the entirety of the planning cycle and requisition process, the actual implementation of the specified programs being supported by state funds, the administration of billing, record keeping and reporting to State Treasury.

2) Invoices for services rendered should be received monthly and reflect services rendered within that time period. Pre-payment is authorized only for up-front cost for materials purchase not to exceed 50% of the total cost. Quarterly reports to the State are due two weeks after the close of a quarter.

BEST PRACTICE: Manage all payments from one State Appropriations bank account for record- keeping. Monthly invoices from all vendors, including KPIs / services rendered.

3) Budget Preparations. Detailed budget planning for upcoming State FY should be completed by June each year.

BEST PRACTICE: Enter planning cycles earlier, spending time developing scopes of work, work estimates, financing surveys, in one or two meetings a year to focus on developing and maintaining look ahead. Develop an ongoing prioritized plan to address ongoing community needs (including initiatives and cyclical maintenance). Utilize professional assessment plan in order to create this standing list of maintenance needs, improvements, beautification projects and the like to make better case for funding and in preparation of new funding. Every five years a complete and comprehensive inspection has been done on all of FQ (city) assets.

ADDITIONAL RECOMMENDATIONS:

- Develop spending strategy plans in conjunction with each designation of money. Frontload 50% of spending in the first quarter, 75% in the second quarter, and as close to 100% by the third quarter. The sooner money is spent, the sooner you can ask for more.

FIRST AMENDMENT TO A101-2017; FQMD PROJECT # FQMD-2024-01

This First Amendment to Agreement between French Quarter Management District (“FQMD”) with its principal office located at 400 N. Peters Street, New Orleans, LA 70130, and ASE Services, LLC (“ASE”), with its principal address at 821 Little Farms Avenue, Metairie, LA 70003 (jointly “Parties”) (this “First Amendment”), dated as of this 15th day of February, 2025, notwithstanding the dates upon which the parties hereto affix their respective signatures (“Effective Date”).

RECITALS

A. FQMD and ASE entered into a Standard Form of Agreement AIA, Document A 101-2017 executed on November 5, 2024 (the “Original Agreement”) setting forth the covenants, conditions, term, rights, and obligations of the Parties for FQMD Project No. FQMD-2024-01, as more fully described in the Original Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

B. FQMD and ASE are mutually desirous of amending certain provisions of the Original Agreement.

NOW, THEREFORE, for and in consideration of the covenants, conditions, terms and provisions set forth herein, the sufficiency of which are acknowledged and hereby deemed satisfactory to both parties, FQMD and ASE agree as follows:

1. Article 3, Date of Commencement and Substantial Completion, of the Agreement is hereby amended as follows:

Add §3.3.4: After Substantial Completion, the Work shall be subject to a Warranty Period from February 15, 2025 to February 15, 2026, and ASE shall timely and efficiently perform any necessary repairs or replacements during the Warranty Period to ensure all Work remains functional during the Warranty Period.

Add §3.3.5: ASE shall provide FQMD weekly updates to inform FQMD of any Work that has been performed during the Warranty Period, specifically any Work performed at the locations and on the property listed in the Project Worksheet, which is attached to this Amendment as Exhibit B and incorporated herein by reference, as well as any additional Work that is not reflected in Exhibit B.

2. Article 5, Payments, of the Agreement is hereby amended as follows:

Add §5.4: Any repairs or replacements made to Work listed in Exhibit B hereto shall be considered Warranty repairs or replacements for which no additional charges will be imposed on FQMD and no payments required.

Add §5.5: For any Work performed during the Warranty Period at locations or on property that is not reflected in Exhibit B, ASE shall charge FQMD as follows, which is consistent with the costs charged for Work performed during the Original Agreement:

- Inspection - \$128
- Poles - \$11,009
- Support Arms -\$16,583
- Fixtures - \$2,059
- Refractors - \$152
- Clean Refractors - \$45
- Hole Covers - \$325
- Painting Bases - \$160
- Lamps - \$577
- Photocell - \$68
- Fuse & Holder - \$92
- Tree Trimming - \$260.12
- Cafe Lights - \$23,172

Add §5.6: ASE shall invoice FQMD on the 15th day of each month during the Warranty Period for any work performed during the Warranty Period. FQMD shall pay each invoice within fifteen (15) days of receipt.

3. Article 8, Miscellaneous Provisions, of the Agreement is hereby amended as follows:

Add §8.2.1: During the Warranty Period, The Tobler Company will not be the Owner's Representative, and all communications should be directed to FQMD through its Executive Director.

Add §8.7: Any repairs or replacements requested or required during the Warranty Period shall be initiated by a Work Order in the form attached hereto as Exhibit C.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES OF THE PARTIES FOLLOW]

IN WITNESS WHEREOF, FQMD and ASE hereby execute and deliver this First Amendment to AIA A101-2017; FQMD PROJECT # FQMD-2024-01 as of the Effective Date written above.

FRENCH QUARTER MANAGEMENT DISTRICT

By: _____

Title: Chair

Date: _____

ASE SERVICES, LLC

By: _____

Print Name:

Title: Vice President

Date: _____

