

**AGENDA
AUGUST 10, 2021
6:30 P.M.**



**SLIDELL CITY COUNCIL
2045 SECOND STREET
SLIDELL, LA 70458**

The Slidell City Council shall have their regularly scheduled meeting on August 10, 2021. The meeting will begin at 6:30 p.m. in the City Council Chambers, Suite 319, 2045 Second Street, Slidell, LA. The Agenda for the meeting shall be as follows:

1. Meeting Called to Order

2. Prayer

3. Pledge of Allegiance

4. Roll Call

5. Consent Calendar:

A. Approval of the Minutes of the July 27, 2021 meeting. (pp. 3-5)

B. Proposed Ordinance:

- 1. Item No. 21-08-3384:** An ordinance to amend certain provisions of the City of Slidell's mobile food services ordinance, currently found in Chapter 8, Article III of the City's Code of Ordinances, and to relocate and redesignate the City's mobile food service ordinance to/within the zoning appendix of the Code, (Denham/Borchert). **(pp. 6-14)**

Note: A Public Hearing will be held on the above listed ordinances on Tuesday, September 14, 2021, at 6:30 p.m. in the Council Chambers, 2045 Second Street, Suite 319.

C. Proposed Resolution:

- 1. R21-19:** A resolution acknowledging and approving an updated sexual harassment policy for City of Slidell personnel, (Denham/Dunham, by request of Administration). **(pp. 15-24)**

D. Project Acceptance:

- 1. Schneider Infrastructure Repairs, Slidell File No: 951-2A. (p. 25)**

6. Regular Agenda:

A. Items Removed from Consent Calendar

**AGENDA
SLIDELL CITY COUNCIL
AUGUST 10, 2021
PAGE 2**

B. Condemnation Hearing:

1. Proposed condemnation and demolition of buildings/structures at 3075 Washington Ave., Slidell, LA 70458 [Lots 15 and 16, Square 13, Lincoln Park Addition, St. Tammany Parish, Louisiana; St. Tammany Parish Clerk Instrument # 791690; St. Tammany Parish Assessment # 124-049-5689], owned by Cynthia E. Barsock aka Cynthia E. Amos

C. Public Hearings:

1. **Item No. 21-07-3382:** An ordinance authorizing the lease of the premises commonly referred to as "Hangar 7" at the Slidell Airport to Prestige Worldwide Consultants LLC and authorizing the Mayor of the City of Slidell to execute and administer a written lease with respect to same., (Denham/Dunham, by request of Administration). **(pp. 26-43)**
2. **Item No. 21-07-3383:** An ordinance authorizing the City of Slidell, acting through its Mayor, to enter into a Rights-of-Way Use Agreement with Cox Communications, LLC to facilitate Cox's access to and use of the City's public rights-of-way for installation, modification, relocation, repair, operation, and maintenance of Cox's fiber-optic infrastructure, (Denham/Dunham, by request of Administration) **(pp. 44-54)**

7. Comments and Reports:

A. Legislative Comments and Reports

B. Administrative Comments and Reports:

1. Mayor
2. Chief of Police

8. Adjournment

Council President Denham called the regular meeting of the Slidell City Council to order in the Slidell City Council Chambers. A quorum was present.

ABSENT: Council Member Kim Harbison

The Council President opened the Consent Calendar for a public hearing. No one from the public appeared to speak. The Council President closed the public hearing on the Consent Calendar.

Councilman Borchert, seconded by Councilwoman King made a motion to adopt the Consent Calendar.

CONSENT CALENDAR

B. Reallocation of Funds:

Coding	Account Description	Type of Account	Increase	Decrease
20419-09157	27 Recreation Field Robert Rd.	Expenditure		25,000
20004-65109	Transfer to Capital Projects	Expenditure	25,000	
92001-34125	Transfer from Sales Tax	Revenue	25,000	
92010-New Acct	Economic Impact Study	Expenditure	25,000	

3

MINUTES
SLIDELL CITY COUNCIL
JULY 27, 2021
PAGE 2

C. Bids and Request to Purchase:

1. **Police Department** – UPS Systems, Anixter, Inc. \$49,856.08.
2. **Police Department** – Food and Grocery Products, Pon Food Corporation.

REGULAR AGENDA

Mayor Greg Cromer and Chief of Staff John Welborn entered the meeting at 6:35 p.m.

SPECIAL PRESENTATION

Councilwoman Denham, Councilman Borchert and Mayor Cromer presented the SYSC Girls 05 Team and their coaches with certificates in recognition of their very successful year and competing in the South Carolina Regional Tournament event.

PUBLIC HEARINGS:

As advertised, a public hearing was held on Item No. 21-06-3380, an ordinance approving a Conditional Use Permit for a veterinary clinic at 59026 Pearl Acres Rd, Slidell, Louisiana (Case CU21-02). No one from the public appeared to speak. The Council President closed the public hearing. Councilwoman King asked if the soil will be remediated due to environmental issues. Mayor Cromer answered that he does not think there are any environmental issues associated with a veterinary clinic. Councilman Tamborella, seconded by Councilwoman King, made a motion to adopt Item No. 21-06-3380, Ordinance No. 4040.

ROLL CALL	8 Yeas	0 Nays	1 Absent (Harbison)	CARRIED
------------------	---------------	---------------	-------------------------------	----------------

As advertised, a public hearing was held on Item No. 21-06-3381, an ordinance to extend a time-limited moratorium on the issuance of annual permits for new mobile food service operators within the City of Slidell. No one from the public appeared to speak. The Council President closed the public hearing. Councilwoman King, seconded by Councilman Tamborella, made a motion to adopt Item No. 21-06-3381, Ordinance No. 4041.

ROLL CALL	8 Yeas	0 Nays	1 Absent (Harbison)	CARRIED
------------------	---------------	---------------	-------------------------------	----------------

MINUTES

SLIDELL CITY COUNCIL

JULY 27, 2021

PAGE 3

LEGISLATIVE COMMENTS AND REPORTS

Councilwoman Denham stated that the D.A.D. Project will be handing out back packs and schools supplies on Saturday, August 7th at SYFA, 3158 Terrace Avenue from 10:00 a.m. till noon, while supplies last.

ADMINISTRATIVE COMMENTS AND REPORTS

Mayor Cromer informed everyone that White Linen Night in Olde Towne will be held on August 14th.

POLICE CHIEF COMMENTS AND REPORTS

Chief Fandal mentioned that retired police officer, Jim Nobles has passed away and asked that everyone to keep his family in their prayers.

As there was no further business, the meeting was adjourned at 6:48 p.m.


Leslie Denham
President of the Council
Councilwoman, District A


Thomas P. Reeves
Council Administrator

COUNCIL ACTION: DATE APPROVED _____ DATE AMENDED _____

Introduced August 10, 2021, by Councilwoman
Denham, seconded by Councilman Borchert,

Item No. 21-08-3384

ORDINANCE NO.

An ordinance to amend certain provisions of the City of Slidell's mobile food services ordinance, currently found in Chapter 8, Article III of the City's Code of Ordinances, and to relocate and redesignate the City's mobile food service ordinance to/within the zoning appendix of the Code.

WHEREAS, the City of Slidell currently provides a permitting process for mobile food service, which is generally defined as an establishment primarily engaged in preparing and serving meals and snacks for immediate consumption from a motorized or non-motorized cart (or other vehicle); and

WHEREAS, the City desires to clarify and amend certain provisions of its mobile food services ordinance, and to relocate and redesignate those provisions to/within the zoning appendix of the Code.

WHEREAS, these amendments have been presented to the Slidell Zoning Commission for review.

NOW THEREFORE, BE IT ORDAINED by the Slidell City Council that it does hereby amend the City's Code of Ordinances as follows:

- I. The provisions of Article III of Chapter 8 of the Code shall be relocated to Appendix A of the Code at Part 10, within Section 10.1. Article III of Chapter 8 of the Code shall henceforth be designated as "RESERVED".
- II. The provisions of the mobile food services ordinance, now relocated within Appendix A, Part 10, Section 10.1 of the Code, shall be amended and redesignated to read as follows:

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 2**

4 Sec. 10.1. – Mobile Food Services.

5
6 10.101

7 Definitions.
8

9 See City of Slidell Code of Ordinances, Appendix A: Zoning; Part 9
10 definitions for standard zoning definitions.

11 *Mobile food service:* An establishment primarily engaged in preparing and
12 serving meals and snacks for immediate consumption from a motorized or
13 non-motorized cart or other vehicle (i.e. a unit), whether or not enclosed.

- 14 (1) *Restricted mobile food service.* Vendor is restricted to sale of
15 prepackaged food and drinks.
16 (2) *Unrestricted mobile food service.* Vendor can offer food that is
17 packaged and/or prepared in the mobile unit.

18 10.102

19 Licensing and Permitting.
20

- 21 (a) Mobile food service motorized vehicles, and mobile food service
22 trailers or other non-motorized vehicles towed by a motorized vehicle,
23 must be registered with the department of motor vehicles for the state
24 where they are domiciled, be street ready, and have a valid safety
25 inspection.
26 (b) Operators of mobile food service motorized vehicles, or of mobile food
27 service trailers or other non-motorized vehicles towed by a motorized
28 vehicle, must possess a valid driver's license.
29 (c) Mobile food service operators must apply for and be issued a permit
30 by the city's finance department to operate in those locations
31 permitted in subsection 10.104 herein, within city limits. Permits can
32 be issued for a single event or for an entire year. Permit fees are:

33 Single Event: \$75.00 for up to a 72-hour period

34
35 Annual: \$500.00 (valid Jan. 1 to Dec. 31 each year; if secured
36 after July 1, \$350.00)
37
38
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 3**

4 Along with submission of the permit fee, permit applicants shall
5 complete and submit the application and certification form required by
6 the finance department. The submission of false information in
7 connection with a permit application shall be considered a violation of
8 this section 10.1 and grounds for non-issuance, non-renewal, or
9 revocation of a permit.

10 **10.103**

11 **Sales tax and occupational license**

12
13 Mobile food service owners are required to remit sales tax for all sales made within
14 the City of Slidell's jurisdiction. The applicant must present proof of a current sales
15 tax account with the St. Tammany Parish Sheriff Department before a single event
16 or annual permit will be issued. If the mobile food service owner fails to remit sales
17 tax they will not be issued any new single event or annual permits until all past
18 taxes have been paid. Owners must also maintain a valid occupational license.

19 **10.104**

20 **Location**

21
22 (a) *Commercial and industrial districts.* Subject to all other requirements of this
23 Section 10.1, and notwithstanding anything in the city's zoning ordinance to the
24 contrary, a mobile food service qualified and permitted under this Section 10.1 may
25 operate in city commercial and/or industrial zoning districts, subject to the following:

26 (1) *Private property operation.* A qualified and permitted mobile food
27 service unit may operate on private property in commercial and/or
28 industrial zoning districts, subject to the following:

- 29 a. Mobile food services can operate on private property with
30 written permission of the property owner or an authorized
31 lessee of the property;
32
33 b. Mobile food services operating in a private off-street parking lot
34 may only occupy up to ten percent of the parking spaces in
35 such a lot, including vehicle, temporary seating, and trash
36 receptacles;
37
38
39

ORDINANCE NO.
ITEM NO. 21-08-3384
PAGE 4

- c. No seating shall be permanently installed and all seating shall be removed when mobile food service is not open for business. No seating shall be located on any street;
 - d. Electricity, water, and any sewer services must be self-contained with the mobile unit. No temporary or permanent attachments to separate infrastructure for any utilities is allowed;
 - e. Service from the mobile food service unit may only be between 7 a.m. and midnight. The mobile food service unit may stage at the premises no earlier than 1 hour before the start of its service, and must depart the premises within 1 hour after the close of its service or after midnight, whichever is earlier; and
 - f. Operations remain subject to other applicable law, including noise restrictions.
- (2) *Public street operation.* A qualified and permitted mobile food service unit may operate on city-owned public streets in commercial and/or industrial zoning districts, subject to the following:
- a. When parking on city streets the mobile food service can take up no more than two parking spaces;
 - b. Unless part of a permitted special event, the mobile food service shall not operate within 150 feet of a permanent food establishment.
 - c. Mobile food services can park on public streets in permitted parking areas. However, public parking spaces cannot be reserved for mobile food services;
 - d. Electricity, water, and any sewer services must be self-contained with the mobile unit. No temporary or permanent attachments to separate infrastructure for any utilities is allowed;
 - e. Service from the mobile food service unit may only be between 7 a.m. and midnight. The mobile food service unit may stage on the street space(s) no earlier than 1 hour before the start of its

4 service, and must depart the street space(s) within 1 hour after
5 the close of its service or after midnight, whichever is earlier;

6 f. Operations on streets are subject to street closures by the city
7 from time to time, including closures for parades and other
8 special events; and

9 g. Operations remain subject to other applicable law, including
10 noise restrictions.
11

12 (3) *City park or city lot operation.* A qualified and permitted mobile
13 food service unit may operate in city parks or city lots in commercial and/or
14 industrial zoning districts, subject to the following:

15 a. Mobile food services can set up and operate within a city-
16 owned park or lot only with written permission of the director of
17 parks and recreation or when taking part in a permitted event
18 with the permission of the person or organization that has
19 reserved the park or lot for the permitted event;

20 b. Outdoor seating may be provided on-site when operating in city
21 parks or lots. No seating shall be permanently installed and all
22 seating shall be removed when mobile food service is not open
23 for business;

24 c. Electricity, water, and any sewer services must be self-
25 contained with the mobile unit. No temporary or permanent
26 attachments to separate infrastructure for any utilities is
27 allowed;

28 d. Service from the mobile food service unit may only be during
29 the regular operational hours of the park (or from 7 a.m. until
30 midnight if on a non-park city lot) or, when applicable, during
31 the length of the permitted event, if longer. The mobile food
32 service unit may stage no earlier than 1 hour before the start of
33 its service, and must depart the premises within 1 hour after the
34 close of its service or after midnight, whichever is earlier
35 (subject to park operational hours). Notwithstanding the
36 foregoing, mobile food service units participating in a permitted
37 event in a city park or on a city lot may begin staging when the
38 permitted event so allows and remain staged overnight during
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 6**

4 the course of the permitted event, though no sleeping in a unit
5 is allowed; and

- 6
7 e. Operations remain subject to other applicable law, including
8 noise restrictions.

9 (b) *Residential District Private Event Operation.* Notwithstanding anything in the
10 city's zoning ordinance to the contrary, a mobile food service qualified and
11 permitted under this Section 10.1 can operate on private property in a
12 residential district provided that:

- 13 (1) Permission is granted by the property owner or authorized lessee of
14 the property;
15
16 (2) Service is provided in support of a specific event/party;
17
18 (3) Service is provided on the private property and does not encroach
19 onto public property;
20
21 (4) Items sold and/or provided are only available to guests attending the
22 event;
23
24 (5) No seating shall be permanently installed and all seating shall be
25 removed when mobile food service is not open for business. No
26 seating shall be located on any street;
27
28 (6) Service concludes at the end of the event (which shall only be for a
29 single day period) or by midnight at the end of the day on which the
30 event/party started, whichever time is earlier. The mobile food service
31 unit may stage 1 hour before the start of the service, and must depart
32 the premises within 1 hour after the end of the event or after midnight,
33 whichever is earlier. Service may not begin before 8:00 a.m.; and
34
35 (7) Operations remain subject to other applicable law, including noise
36 restrictions.

37 Mobile food service operations in city parks in residential districts shall be
38 subject to the conditions set forth in Section 10.104(3).
39

10-105.

Health and safety

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 7**
4

- 5 (a) Mobile food services vehicles must be parked, oriented, and operated
6 in locations so as not to create a safety hazard. Queue lines and sales
7 windows at the point of exchange should be afforded sufficient space
8 so that they do not block the street travel lanes, impede public
9 sidewalks, block driveways, or cross on to private property.
- 10 (b) Motorized and non-motorized carts or other vehicles must abide by all
11 applicable traffic laws and regulations and shall not block public
12 sidewalk or building entrances and exits.
- 13 (c) Mobile food service operations will comply with all Louisiana
14 Department of Health and Hospitals regulations, and applicants for a
15 permit must provide a copy of their health certificate with their permit
16 application. The health certificate must be available upon request
17 when the mobile food service is operating.
- 18 (d) Unrestricted mobile food service motorized and non-motorized
19 vehicles must acquire an inspection report from Fire District 1
20 indicating the mobile unit is "acceptable for use". The report must be
21 provided to the city before a permit can be issued and must be
22 available upon request when the mobile food service is operating.

23 10-106

24 Insurance
25

26 Mobile food services applying to operate on city property must provide proof of
27 comprehensive general liability insurance covering the applicant's business
28 operations before a permit can be issued. City property includes all streets, rights-
29 of-way, parks, lots, and city-owned buildings.

30 10-107

31 Waste
32

- 33 (a) *Trash receptacles.* Mobile food services establishments will provide at least
34 one trash receptacle large enough to contain all refuse generated and are
35 responsible for cleaning and removing all trash and garbage related to their
36 operation.
37
38
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 8**

4 (b) *Trash and garbage disposal; waste.* The mobile food service
5 owner/operator is responsible for proper disposal of its/his/her trash and garbage. In
6 no case will trash and garbage be placed in a property owner's dumpster without
7 the property owner's permission. No oil or other waste from mobile food service
8 operations shall be dumped in any city sewers or drains. Oil, grease, and any
9 blackwater or greywater shall be disposed of in accord with applicable law.

10 10-108

11 Signage

12
13 *Temporary A-frame signs/menu boards.* Temporary A frame signs/menu boards can
14 be set up on or adjacent to the mobile food service vehicles. The sign cannot
15 impede public sidewalk, block driveways, take up a parking space, or in any way
16 distract drivers. Temporary signs must be removed when the mobile food service is
17 not open for business.

18 10-109

19 Penalties

20
21 Penalties for violations of this section 10-1 of Part 10 of Appendix A shall be those
22 set forth in Section 1-12 of Chapter 1 of the Code of Ordinances of the City of
23 Slidell. Additionally, multiple or unresolved violations of this section shall be
24 grounds for non-issuance, non-renewal, or revocation of a permit hereunder.

25
26 BE IT FINALLY ORDAINED by the Slidell City Council that this ordinance shall
27
28 be effective upon adoption.
29
30
31
32
33
34
35
36
37
38
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-08-3384**
3 **PAGE 9**

4 **ADOPTED** this day of , 2021.

7 Leslie Denham
8 President of the Council
9 Councilwoman, District A

12 Greg Cromer
13 Mayor

16 Thomas P. Reeves
17 Council Administrator

DELIVERED

to the Mayor

RECEIVED

from the Mayor

1 Introduced August 10, 2021, by Councilwoman
2 Denham, seconded by Councilman Dunham,
3 (by request of Administration)

4 **RESOLUTION R21-19**

5
6 A resolution acknowledging and approving an updated sexual harassment policy for
7 City of Slidell personnel.

8 WHEREAS, City of Slidell administration is updating its sexual harassment policy
9 for City personnel; and

10
11 WHEREAS, the Slidell City Council wishes to formally acknowledge and approve
12 the policy, as it also applies to elected City officials, including Council members.

13
14 NOW THEREFORE, BE IT RESOLVED by the Slidell City Council as follows:

15
16 The Slidell City Council hereby acknowledges and approves the updated "Sexual
17 Harassment / Inappropriate Sexual Behavior Policy" submitted by City administration, in
18 substantially the form set forth in attached Exhibit A.
19

20
21 **ADOPTED** this day of , 2021.

22
23
24
25 Leslie Denham
26 President of the Council
27 Councilwoman, District A

28
29 Thomas P. Reeves
30 Council Administrator
31
32
33
34
35
36
37
38
39

EXHIBIT A**EMPLOYMENT****POLICY # 201: SEXUAL HARASSMENT / INAPPROPRIATE SEXUAL BEHAVIOR POLICY****Policy:**

Employees of the City of Slidell have an expectation to be treated with respect and dignity, and to work in a professional environment free of harassment and discrimination, including harassment and discrimination based on race, religious creed, color, national origin, ancestry, disability, genetic information, pregnancy, military status, marital status, gender, age, or sexual orientation. Left unchecked, harassment and discrimination, regardless of nature or degree, undermine the integrity of the employment relationship, debilitate morale, dedication, and loyalty, compromise equal employment opportunities, and significantly interfere with the mission of City government.

This document outlines the specific policy of the City of Slidell to prevent and address sexual harassment and other inappropriate sexual behavior. The City prohibits and will not tolerate sexual harassment or any behavior of a sexual nature that intimidates, exploits, insults, demeans, disrespects, or embarrasses any employee or other individual in the workplace (sexual harassment and all such other behavior, individually and collectively, "inappropriate sexual behavior").

Comment:

The City of Slidell strives to maintain a workplace that fosters mutual respect and promotes harmonious, productive working relationships. Employees, for their part, are expected to maintain a productive work environment that is free from harassing or disruptive activity. Prevention and elimination of inappropriate sexual behavior requires the personal involvement and commitment of every City of Slidell employee. Unless and until management is apprised of its occurrence, appropriate corrective action to address such behavior cannot be taken. Through this policy and related training requirements, the City seeks to reinforce its intolerance of inappropriate sexual behavior, and to encourage employees who experience, observe or are informed of such behavior to promptly initiate the reporting process set forth in this policy. Employees can be assured that the City will objectively and thoroughly investigate reports; implement preventive measures to protect against recurrence; impose corrective action to address violations; and protect complainants and individuals involved in the investigative process from any form of harassment, reprisal, or retaliation.

1. **PURPOSE:** Through this policy and the mandatory training required of all employees, the City of Slidell seeks to:
 - a) Unequivocally state its intolerance for inappropriate sexual behavior;

OFFICE OF THE CHIEF OF STAFF

- b) Identify the broad scope of such prohibited behavior;
- c) Establish an effective, uniform reporting process;
- d) Establish an effective, uniform investigative process;
- e) Trigger prompt action to protect against recurrence of the prohibited behavior;
- f) Ensure resolution that imposes appropriate corrective action;
- g) Protect complainants and individuals involved in the investigative process from harassment, reprisal, or retaliation; and
- h) Respect confidentiality and the privacy rights of employees to the fullest extent possible.

This policy establishes a procedure to administratively report and address complaints of inappropriate sexual behavior. It is not in any way intended to replace or supersede the statutory or regulatory rights regarding sexual harassment available to employees under federal and state law, including Title VII of the Civil Rights Act (42 U.S.C. § 2000e *et seq.*) and the Louisiana Employment Discrimination Law (La. R.S. 23:301 *et seq.*). Specific timelines and requisites of law apply to filing a complaint with the Equal Employment Opportunity Commission (EEOC) or the Louisiana Commission on Human Rights (LCHR).

2. **APPLICABILITY:** This policy applies to all City employees regardless of position, status, or authority. This includes classified and unclassified employees, full-time, part-time, seasonal, and temporary employees. The prohibitions of this policy are equally applicable to City elected officials, appointing authorities, executive management, administrators, directors, managers, supervisors, staff, and student workers.¹

In keeping with City's intention and duty to maintain a work environment free of harassment and discrimination, this policy also applies to non-employees, including visitors and individuals who transact business with the City of Slidell, such as vendors, clients, contractors, volunteers, and consultants. These non-employees are prohibited from engaging in the behavior prohibited by this policy and are protected from experiencing such behavior by City employees.

¹ Notwithstanding the foregoing, the handling of any investigation concerning law enforcement officers of the Slidell Police Department shall be subject, as applicable, to La. R.S. 40:2531, *et seq.*, and those policies of the Slidell Police Department issued consistent therewith.

OFFICE OF THE CHIEF OF STAFF

This policy applies not only to the customary workplace and work locations where City employees may be assigned, but also prohibits such behavior while traveling to a work location, at conferences, workshops, trainings, business trips, and business-related social events. Additionally, the behavior prohibited by this policy applies to off-duty, off-premises behavior which has an impact upon and relation back to the working relationship.

3. **POSTINGS:** This policy is available for review by all employees in the City of Slidell Personnel Policy Manual and at all times on City's website at: <http://myslidell.com>.
4. **TRAINING:** The City of Slidell recognizes that implementation of a policy prohibiting inappropriate sexual workplace behavior alone may not be sufficient to prevent and address such behavior. To support this policy and create a culture wherein employees willingly report concerns and lodge complaints, the City requires all employees to successfully complete training on this policy upon hiring and on a continuing basis thereafter. At a minimum, the City of Slidell mandates the following training for its employees:
 - a) Upon hiring, all new employees will be provided a copy and instructed to carefully review this policy. Within thirty (30) days of the hiring date, all new employees are required to meet with the Human Resources Director or other individual so designated to discuss any concerns or uncertainties regarding their responsibilities under this policy. The employee and Human Resources Director are required to sign the attached Acknowledgement and Certification to verify that this process has been successfully completed.
 - b) As soon as possible after hiring, but no later than thirty (30) days after the hiring date, all new employees are required to successfully complete Sexual Harassment Prevention training as assigned by the Human Resources Director.
 - c) Annually, all employees are required to complete the assigned training on sexual harassment by June 30.
 - d) Within thirty (30) days of attaining a supervisory position, all new supervisors are required to complete the designated training on sexual harassment assigned to management personnel. This training, which emphasizes identifying, preventing, and responding to inappropriate sexual behavior, is thereafter to be completed annually.
5. **PROHIBITED CONDUCT :** Inappropriate sexual behavior takes many forms. It can be explicit and overt, such as a demand for sexual favors, or subtle and implied, such as leering and innuendo. It can be intended or unintended, with

OFFICE OF THE CHIEF OF STAFF

the determination of inappropriateness evaluated from the perspective of the complainant and reasonable person and without regard for the purpose or motive of the accused. It can involve behavior by a person of either gender towards a person of the same or opposite gender. It can involve conduct by a supervisor or manager towards a subordinate employee or conduct by one employee towards another employee of equal, lesser, or greater rank, status or authority. It can involve words or actions by a person external to the City of Slidell such as a visitor, vendor, client, contractor, or consultant. An employee can be affected merely as an observer of inappropriate sexual behavior directed towards another.

Sexual harassment, a form of prohibited discrimination under the law, is further defined by the Equal Employment Opportunity Commission (EEOC), and for the purposes of this policy, as unsolicited and unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature wherein:

- a) Submission to such conduct is explicitly or implicitly a term or condition of employment; or
- b) Submission to or rejection of such conduct is used as a basis for employment decisions (hiring, firing, advancement, performance evaluations, wages, duty assignments, shifts, training opportunities, or other such conditions of employment or career development); or
- c) Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, hostile, or offensive work environment.

For illustrative purposes only, inappropriate sexual behavior includes, but is not limited to:

- a) **Verbal:** Unwelcomed sexual flirtations, advances, propositions, or demands; unwelcomed sexual remarks, teasing, jokes, pranks, innuendo, insults, or inquiries; sexually insensitive or derogatory comments; unwelcomed repeated requests for dates or social engagement; inappropriate comments regarding a person's physical attributes; comments, including the spreading of rumors, regarding sexual activities, exploits, prowess, or accomplishments; use of vulgar, crude or sexually offensive language; sexually insulting noises, catcalls, or whistling; stereotypical comments; repeatedly referring to an individual as "honey", "babe", "sugar", etc.
- b) **Non-Verbal:** Gestures of a sexual nature, including lustful looks and leering; displaying sexually revealing or suggestive pictures, cartoons,

OFFICE OF THE CHIEF OF STAFF

caricatures, drawings, photographs, magazines, books, graffiti, or objects; transmitting sexually oriented emails, texts, letters, writings, communications, and images.

- c) **Physical:** Unwelcomed physical contact including kissing, touching, embracing, hugging, massaging, rubbing, fondling, groping, tickling, pinching, and patting; invading another's space by leaning over, purposefully cornering, or blocking passage; sexual assault, battery, and rape.

6. **CONFRONTING THE ACCUSED:** An employee experiencing unwelcomed behavior may choose to tell the offender to cease the behavior. Doing so may be sufficient to prevent recurrence. However, the concern should still be reported promptly.

The City recognizes that confronting an offender can be discomforting, especially in those situations in which the offender is within the employee's supervisory chain of command. Therefore, the City of Slidell does not require employees to do so, and certainly does not require that this be done before using the reporting procedure provided in this policy.

7. **REPORTING PROCEDURE:** Early reporting of inappropriate sexual behavior facilitates the investigative process. Prompt initiation of the investigation enhances the ability to identify witnesses and preserve evidence and protects against faltering memories occasioned by the passage of time. For these reasons, employees are encouraged to report inappropriate sexual behavior as soon as possible, and they are discouraged from waiting to cumulate offenses or for the recurrence "one more time" of the offensive behavior.

The City of Slidell does not require a fixed reporting time or deadline, however the sooner, the better is preferred, and immediate reporting is the ideal. The initial report need only convey the occurrence of words or actions that are offensive and need not provide all details. This report can be verbal (in person or via telephone) or in writing (letter, memo, email, text), and need not utilize a specific form. Most importantly, the City does not require a rigid reporting protocol.

The report can be made to the employee's direct supervisor. However, if the complaint involves the supervisor or, regardless of reason, the employee prefers to not involve that supervisor, the report can be made to any supervisor or director at the City of Slidell or directly to the Human Resources Director or the City Attorney. Supervisory personnel receiving a report of inappropriate sexual behavior are required to immediately inform the Human Resources Director of the information provided, who shall then notify the City Attorney.

OFFICE OF THE CHIEF OF STAFF

Anonymous complaints are discouraged; however, if an anonymous complaint is submitted, it should contain as much detail as possible including the names of the accused and all witnesses, the locations, dates, times, and description of all behaviors experienced, and any previous reports of similar behavior to management. Without this level of detail, the ability to conduct a thorough investigation may be impeded.

8. **INVESTIGATION OF COMPLAINTS:** All reports and complaints of sexually inappropriate behavior will be directed to the Human Resources Director who shall notify the City Attorney and assess the information provided. Management personnel in a need-to-know capacity will be apprised of the complaint. An assessment of the preliminary information provided will be conducted to determine whether action needs to be taken to prevent further occurrence of the offensive behavior.

The investigation will be given priority and begin as soon as practicable. In most instances, it will be conducted by a designated team comprised of the Human Resources Director, the City Attorney, and others identified by the Human Resources Director. This team approach permits the investigators to evaluate the information gathered during the investigative process from different perspectives, enhances objectivity, and ensures thoroughness.

The investigation generally will begin with an interview of the complainant who will be required to provide details to facilitate the investigative process, such as the behavior complained of, the date, time, and location of the occurrence, the identity of witnesses, and any writings, records, logs, recordings, pictures, or other documentation supporting the complaint. Individuals possessing relevant information will be interviewed. Once all available information has been evaluated, the accused will be interviewed.

All individuals called upon to participate in the investigation are required to fully cooperate and provide truthful responses. Employees, including the accused, do not have the option of remaining silent or declining to get involved. Those questioned may be required to prepare a written statement or provide a recorded statement.

The investigation will be conducted expeditiously, professionally, and with due regard for the rights of all involved. To the extent allowed by law, the investigation will be conducted in a confidential manner, with only those in a need-to-know position involved. To preserve the integrity of the investigative process, employees will be instructed that the complaint and all information provided during the interview are to remain confidential. Employees are prohibited from obstructing or interfering with the investigation, which includes questioning or confronting any individual participating in the investigation.

OFFICE OF THE CHIEF OF STAFF

Upon completion of the investigation, the Human Resources Director or the City Attorney will apprise the appropriate supervisor and/or director of the outcome and recommendations for resolution.

Employees must understand that despite the best efforts and thoroughness of the investigative process, not all complaints can be substantiated. This does not indicate, however, that the complaint was contrived or made in bad faith. As such, employees are encouraged to file good faith complaints without regard for the ultimate outcome.

In the event a report or complaint of sexually inappropriate behavior is lodged against an elected official of the City, the Human Resources Department may engage the services of third party professionals, including legal counsel, to conduct any required review hereunder. Nothing herein shall be construed to negate or reduce the powers of elected officials provided under applicable law.

9. **COMPLAINT RESOLUTION:** Upon conclusion of the investigation, the complainant and accused will be apprised of the outcome. Unless new, reliable, relevant, and material information is brought forth, management's decision is final and concludes the internal administrative investigative process. Regardless of the outcome, the complainant has the option of pursuing a claim under state or federal law. Initiation of such a claim by the complainant is not dependent upon the outcome nor completion of the City of Slidell's administrative investigation.

To initiate a claim under federal or state law, employees are referred to the Equal Employment Opportunity Commission and the Louisiana Commission on Human Rights:

EEOC District Office	LCHR
Hale Boggs Federal Building	1001 N. 23rd Street, Suite 268
500 Poydras Street, Suite 809	Post Office Box 94094
New Orleans, Louisiana 70130	Baton Rouge, Louisiana 70804
800-669-4000 (Voice)	225-342-6969 (Voice)
504-589-2958 (TDD)	888-241-0859 (TDD)
504-595-2844 (Fax)	225-342-2063 (Fax)
https://www.eeoc.gov/	http://gov.louisiana.gov/page/lchr

OFFICE OF THE CHIEF OF STAFF

Given the wide range of behaviors prohibited by this policy, the resolution decided upon by executive management will be determined by several factors. Most notably, the nature, circumstances, frequency, and severity of the behavior, and whether the behavior recurs after having been previously addressed will heavily influence the action to be taken. Complainants can be assured that any employee found, after investigation, to have engaged in sexual harassment or other inappropriate sexual behavior will be subject to corrective action. This may include counseling, reprimand, suspension, reduction in pay, demotion, or termination. Any complainant determined to have made an intentionally false complaint shall also be subject to such corrective action. Civil Service appeal rights apply to classified employees when appealable discipline is imposed under this policy.

- 10. NON-RETALIATION AND FOLLOW-UP:** Resolution of the complaint via imposition of corrective or other action does not conclude the complaint process. The City of Slidell maintains an affirmative duty to protect its employees from harassment, reprisal, or retaliation. This protection extends to any employee making a good faith complaint of inappropriate sexual behavior, as well as those individuals providing information or participating in the investigative process. Employees can be assured that if a complaint is made and an investigation reveals that harassment, retaliation or reprisal has occurred, disciplinary action will be imposed.

To ensure this protection, the Human Resources Director will follow-up with the complainant to determine whether there has been a recurrence of the behavior complained of or whether the complainant has suffered any adverse consequence for having filed a complaint.

- 11. RESPONSIBILITY:** It is the responsibility of all employees, regardless of rank, status or authority, to ensure compliance with this policy. Employees must realize that reporting the behavior prohibited by this policy is mandatory. Complaints must be truthful and made in good faith. Cooperative participation and candor in the investigative process are mandatory.
- 12. VIOLATIONS:** Given the impact that sexual harassment and other inappropriate sexual behavior have on working relationships, the City of Slidell will aggressively address violations of this policy. After investigation and satisfaction of due process requirements, corrective action may be imposed for the following:
- a) Determination that the accused was found to have been in violation of any part of this Sexual Harassment / Inappropriate Sexual Behavior Policy;
 - b) Failure to comply with mandatory training requirements;

OFFICE OF THE CHIEF OF STAFF

- c) Failure by a supervisor or manager to timely report a complaint of inappropriate sexual behavior;
- d) Failure to participate or cooperate in the investigative process;
- e) Providing false reports or information, or withholding relevant information during questioning;
- f) Filing a false, malicious, or frivolous complaint; or
- g) Harassment, reprisal, or retaliation towards a complainant or anyone involved in the investigative process.

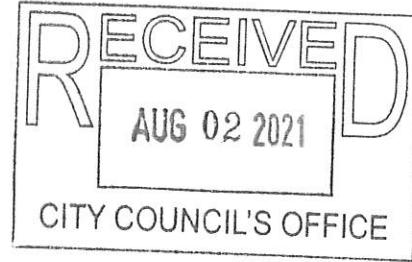
13. QUESTIONS: Questions, comments, or concerns regarding this policy should be addressed to the Human Resources Director or the City Attorney.

I hereby acknowledge and certify that I have been provided with a copy of the above Sexual Harassment / Inappropriate Sexual Behavior Policy and that I have read it, have had an opportunity to ask questions about it, understand it, and will abide by it.

Signature

Printed Name

Date



Interoffice
MEMORANDUM

To: John Wellborn, Chief of Staff

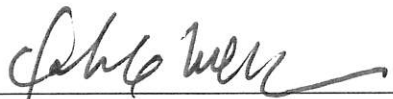
From: Blaine Clancy, P.E., City Engineer *BC*

Date: July 28, 2021

Re: Schneider Infrastructure Repairs
Hard Rock Construction, LLC
Slidell File No: 951-2A

The above-referenced project is complete. The Engineering Department recommends acceptance by the City Council.

If you concur, please sign below and forward this to the council to be placed on the agenda.



John Wellborn, Chief of Staff

cc: Thomas Schneidau, City Attorney

BC/kc

1 Introduced July 13, 2021, by Councilwoman
2 Denham, seconded by Councilman Dunham,
3 (by request of Administration)

4 **Item No. 21-07-3382**

5
6 **ORDINANCE NO.**

7 An ordinance authorizing the lease of the premises commonly referred to as
8 "Hangar 7" at the Slidell Airport to Prestige Worldwide Consultants LLC and authorizing the
9 Mayor of the City of Slidell to execute and administer a written lease with respect to same.

10
11 WHEREAS, pursuant to an Inter-Governmental Agreement, effective January
12 25, 1990, between the City of Slidell, the Parish of St. Tammany, and St. Tammany Airport
13 Authority No. 1, the City of Slidell leases and operates the Slidell Airport; and
14

15
16 WHEREAS, the Slidell Airport is eligible to receive, and has received, funding
17
18 from the Federal Aviation Administration; and

19
20 WHEREAS, the City owns the building designated as "Hangar 7" at the Slidell
21 Airport; and
22

23 WHEREAS, Hangar 7 is currently vacant and should be put into commerce, as
24
25 it is not needed for a public use of the City; and

26 WHEREAS, Louisiana Revised Statute 2:135.1 and other statutory authority
27
28 authorizes the City to lease land, areas for operations space, and improvements at the
29 Slidell Airport to any person for a fair and reasonable price; and
30

31 WHEREAS, Prestige Worldwide Consultants LLC desires to lease Hangar 7,
32
33 and the land connected therewith, under terms substantially set forth in the "Slidell Airport
34 Aeronautical Hangar Lease Agreement" attached hereto as Exhibit A, and the City is
35 agreeable to such a lease; and
36
37
38
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-07-3382**
3 **PAGE 2**

4 WHEREAS, the intended operations of Prestige Worldwide Consultants LLC are
5 aeronautical in nature and consistent with the operations of the Slidell Airport.
6

7 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council that it does hereby
8 authorize the lease of the premises commonly referred to as "Hangar 7" at the Slidell Airport to Prestige
9 Worldwide Consultants LLC under the terms substantially set forth in the "Slidell Airport
10 Aeronautical Hangar Lease Agreement" attached hereto as Exhibit A, and the Mayor of the
11 City of Slidell is authorized to execute and administer the lease for same.
12
13
14

15
16 **ADOPTED** this day of , 2021.
17
18
19

20 Leslie Denham
21 President of the Council
22 Councilwoman, District A
23
24

25 Greg Cromer
26 Mayor
27

28 Thomas P. Reeves
29 Council Administrator
30
31
32
33
34
35
36
37
38
39

DELIVERED

to the Mayor

RECEIVED

from the Mayor

EXHIBIT A

SLIDELL AIRPORT AERONAUTICAL HANGAR LEASE AGREEMENT

This **AERONAUTICAL HANGAR LEASE AGREEMENT** (this "Lease" or "Agreement") is made and entered into this ____ day of _____, 2021 by and between:

The **CITY OF SLIDELL, LOUISIANA**, a municipality and political subdivision of the state of Louisiana, whose mailing address, is P.O. Box 828, Slidell, LA 70459, appearing herein through its duly authorized Mayor, George G. Cromer, and hereinafter referred to as "**LESSOR**."

AND

PRESTIGE WORLDWIDE CONSULTANTS LLC, a Louisiana limited liability company, whose mailing address is P.O. Box 672, Madisonville, LA 70447, appearing herein through its authorized Manager, Brian Normand, and hereinafter referred to as "**LESSEE**."

It is the intent of LESSOR to create an aeronautical hangar lease that complies with Federal Aviation Administration ("FAA") regulations and all applicable federal, state, and local laws and regulations, while providing fair and equitable rights for LESSEE upon public lands. Both parties herein understand that publicly owned lands cannot be encumbered in perpetuity.

1. The Leased Premises

Pursuant to the provisions and conditions hereof, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the property hereinafter referred to as "the Leased Premises," described as:

That certain parcel of land located at the Slidell Airport in the City of Slidell, Parish of St. Tammany, State of Louisiana, Section 19, T8S, R14E, Slidell, Louisiana, containing approximately 2,025 sq. ft., more specifically identified as "Parcel B" on Attachment One to this Lease, which is incorporated herein by reference, together with all improvements thereon, including an approximately 1,700 square foot airplane hangar (Hangar 7; approximately 180.80 square feet of office area and 1,519.20 square feet of warehouse space).

The LESSEE covenants it has fully inspected the Leased Premises, is fully aware of the physical condition of the Leased Premises and hereby accepts the Leased Premises (including but not limited to all improvements, equipment, and systems situated thereon), in their present condition, as fully suitable for the purpose for which they are leased.

2. Use of the Leased Premises

LESSEE shall use the Leased Premises primarily for the storage, maintenance, and repair of aircraft owned by or leased to LESSEE which are used regularly for air transportation.

LESSEE agrees that the primary purpose of the hangar located on the Leased Premises (the "Hangar") will be aeronautical in nature; however, the Hangar may be used to temporarily store other items of personal property when such storage in no way interferes with the storage of aircraft and does not otherwise violate this Lease or the FAA requirements regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Such storage shall not violate Slidell Airport rules or regulations, fire regulations, cause structural or other damage to Airport improvements, including surface areas, nor detract from the clean and orderly appearance of the Airport.

LESSEE shall not engage in any type of commercial activity on the Leased Premises and shall not use the Leased Premises for the storage, maintenance, or repair of aircraft owned by third parties absent the express written permission of LESSOR.

LESSEE shall neither request nor accept the assistance of any of LESSOR's personnel with respect to the movement or relocation of LESSEE's aircraft.

3. Term

3.1 Term

This Lease shall have an initial term of five (5) years, commencing on September __, 2021 (the "Commencement Date") and running through September __, 2026. This Lease shall automatically renew for up to five (5) one (1) year terms thereafter, unless one party gives written notice to the other party of its intent not to renew the Lease at least thirty (30) days prior to the end of the then current term, in which case the Lease will terminate by expiration at the end of the then current term. The initial term and any renewal term shall be subject to the adjustments in rental rates and fees set forth below.

3.2 Recondition

Once the term of this Lease has expired (and is not otherwise renewed to the extent allowed under the Lease), the Lease shall terminate on the expiration date and LESSEE shall surrender possession of the premises under the provisions of Section 7 of this Lease.

4. Rental Rates and Fees

4.1 Rent

As rental for the Leased Premises, LESSEE agrees to pay LESSOR rent as follows:

The sum of Three Hundred Seventy-Five DOLLARS (\$375.00) per month, payable by the first day of each month for said month (prorated for any partial month), subject to adjustment as provided below.

All rent and other monetary payments due under this Lease shall be remitted to the City of Slidell, Attention: Finance Director, at P.O. Box 828, Slidell, LA 70459-0828. If LESSEE fails to make any payment of rent on or before the fifth business day after the date such payment is due and payable, LESSOR shall have the option to charge LESSEE an administrative late charge of five percent (5%) of the amount of such payment. In addition, LESSOR shall have the option to charge LESSEE interest on the past due rent at the rate of one and one-half (1 ½%) percent per month. Such late charge and interest, if enforced, shall constitute additional rent and shall be due and payable with the next installment of rent due hereunder. Any LESSEE check returned to LESSOR for insufficient funds or no account shall result in a \$25.00 charge to LESSEE. If LESSOR places the enforcement of the Lease or the collection of any rent, additional rent, or charge in the hands of an attorney, LESSEE shall pay LESSOR the additional sum of twenty five (25%) percent of the amount owed as attorney's fees.

The rental rates do not include utilities or the installation of utility metering devices (if required), which cost or charges shall be paid by LESSEE.

During the first year the Lease is in effect, as further consideration for this Lease, LESSEE also agrees specifically to (i) remedy any mold issues identified in the Leased Premises; (ii) repair or replace the current faulty air conditioner unit in the Leased Premises; (iii) reconfigure the loft bracing in the Leased Premises to allow a plane to be backed straight into the hangar; (iv) install epoxy flooring for the Leased Premises; (v) paint sheetrock in the Leased Premises as necessary; and (v) update/repair/address the electrical panel. LESSEE shall acquire the necessary permitting, as required, for any improvements or repairs.

4.2 Escalation of Rent

During each successive year of the Lease during the initial term, beginning one year after the commencement date of this Lease, the monthly rental rate for that year shall increase by two percent (2%) of the then current rate. For each of the one year renewal terms provided for in this Lease that is triggered, the monthly rental rate for that renewal year shall increase by three percent (3%) of the then current rate.

4.3 Lease Transaction Fees

LESSEE shall pay, or reimburse LESSOR for, the cost of recording this Lease (or memorandum hereof) and any extension, amendment, assignment, sublease, or other transaction in which recording costs are incurred, as well as other all third-party out-of-pocket costs charged to the LESSOR in connection with the execution of this Lease or any such extension, amendment, assignment, sublease, or other transaction. Nothing in this Lease itself shall require LESSOR to record the Lease or any document ancillary to the Lease.

5. Maintenance and ADA Compliance

5.1 Maintenance

LESSEE acknowledges it has inspected the Leased Premises and agrees to maintain, at its sole cost and expense, the grounds and all equipment and improvements on the Leased Premises (except for the roof and exterior walls of the hanger, which shall be the responsibility of LESSOR, subject to the provisions of this Lease) and to promptly make any and all repairs or replacements as necessary. LESSEE also agrees to maintain the Leased Premises and its improvements and equipment in good operating order and in a neat, orderly, and presentable condition consistent with good business practices. This obligation to maintain and repair includes the obligation to make all repairs to the Hangar (excluding the roof and exterior walls of the Hangar) and aprons now existing or hereafter constructed on the Leased Premises by the LESSEE.

LESSEE agrees to pay for all utilities consumed on the Leased Premises, including interior and exterior utility lines, equipment, fixtures, and connections owned or installed by or for LESSEE. LESSEE shall also be responsible for snow removal in or on the Leased Premises.

Subject to the below, LESSOR shall not be liable to LESSEE for, and LESSEE assumes the risk for (as applicable), any damage either to person or property, whether sustained by LESSEE or by

other persons, due to the Airport (inclusive of the Leased Premises), any improvements thereon or any part thereof or any appurtenances thereof, being out of repair or not maintained, or due to any accident in or about the Airport or any force majeure, or due to any act or neglect of any tenant or occupant of the Airport or any other person, or due to lack of snow or water removal at the Airport or any part thereof, or in connection with the construction of any improvement by LESSOR or its contractors at the Airport. Without limiting the generality of the foregoing, LESSOR shall not be liable to LESSEE for damage caused by fire, wind, water, steam, snow, ice, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of LESSOR, unless the damage is proved to be the result of the gross negligence or willful misconduct of LESSOR.

In addition to other rights and remedies of LESSOR hereunder, if LESSOR discovers and reports any maintenance deficiency to LESSEE that LESSEE is responsible for as defined in the Lease and requires repair or replacement in order to maintain the Leased Premises, LESSEE will promptly undertake and complete such repairs or replacements at its expense.

LESSEE will provide a complete and proper arrangement for the frequent and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the occupancy or use of the Leased Premises.

All maintenance, repairs, additions or other work of any kind or nature performed, constructed or installed by or on behalf of LESSEE in or upon the Leased Premises, will conform in all respects to (a) all applicable federal, state and local statutes, ordinances and building codes, (b) all applicable rules and regulations promulgated by LESSOR, and (c) the LESSOR's design standards, if any, for the Airport, as promulgated by LESSOR from time to time.

In the event LESSEE fails to perform any of its obligations hereunder, LESSOR may, at its sole option, after thirty (30) days notice, undertake and complete any such maintenance, repairs or replacements, but will have no obligation to do so, and the cost thereof will be deemed additional rent and will be paid by LESSEE to LESSOR no later than thirty (30) days after the date of invoice from LESSOR to LESSEE for such costs.

5.2. ADA Compliance

At all times during the initial and any renewal terms of this Lease, LESSEE agrees to comply fully with all applicable provisions of the Americans with Disabilities Act ("the ADA").

LESSEE agrees that its use of the Premises shall be in compliance at all times during the terms of this Lease with the ADA. In the event that any alterations or modifications to the Leased Premises are now or hereafter required under the ADA without regard to LESSEE'S use of the Premises, then LESSOR shall be solely responsible for such alterations and improvements at its sole cost and expense. LESSEE, at its sole cost and expense, shall perform all alterations and improvements to the Leased Premises now or hereafter required by the ADA due to LESSEE'S use of the Leased Premises, or because of a change of use of the Leased Premises by LESSEE from the uses permitted under the provisions of the Lease. All alterations or improvements that LESSEE is required to perform under this section in order to comply with the ADA shall be performed in accordance with the procedures set forth in section 6.1 hereof. All alterations and improvements to the Premises by LESSEE made pursuant to section 6.1 hereof shall be performed in full compliance with the Americans with Disabilities Act.

LESSEE shall indemnify, defend and hold harmless LESSOR and LESSOR's officers, directors, elected officials, agents, and employees from all fines, suits, procedures, penalties, claims, liability, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with LESSEE'S failure to comply with the Americans with Disabilities Act as required above.

LESSOR shall be responsible for compliance with the ADA with respect to Airport common areas, including, but not limited to, the sidewalks, parking areas and exterior walkways.

LESSEE shall not cause or permit any violation of the ADA to occur on, or about the Leased Premises by LESSEE, its agents, employees, contractors or invitees.

6. Alterations and Equipment

6.1 Alterations, Additions, and Improvements

LESSEE shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of LESSOR; and LESSOR shall not arbitrarily withhold consent for LESSEE to

make non-structural alterations, additions, or improvements at LESSEE'S cost, and in compliance with all applicable laws, ordinances, codes and regulations of relevant governmental or quasi-governmental authorities.

6.2 Encumbrances

LESSEE shall not authorize the placement of any lien, mortgage, or other encumbrance upon the Leased Premises or any improvements thereon.

6.3 Improvements at the Termination of the Lease

All alterations, additions, and improvements made by LESSEE shall become the property of LESSOR at the termination of this Lease (including by expiration) without any obligation of payment to LESSEE: provided, however, that if LESSOR so notifies LESSEE within thirty (30) days of termination of this Lease, LESSEE shall promptly remove all alterations, additions, improvements, and other property (or such of them as may be specifically designated in LESSOR'S notice) located or installed in or upon the Leased Premises by LESSEE, and the LESSEE shall repair any damage caused by such removal and reinstate the Lease Premises to their previous condition. In the event LESSOR makes a timely demand for removal, LESSEE shall, within ten (10) days after such demand, remove at LESSEE's expense the any and all alterations, additions, improvements, or other property that LESSOR has demanded be removed, and LESSEE shall be liable for the rental value of the Leased Premises from the end of the Lease until the improvements are removed.

7. Surrender of Possession

At the termination of the Lease, the Leased Premises shall be returned to LESSOR in the same condition as when received, less ordinary wear and tear and subject to any alterations, additions, and improvements allowed to remain.

8. Rights, Reservations, and Obligations of Lessor

LESSOR, its employees, agents and assigns, shall have the right to enter the Leased Premises, by providing at least 72 hours' notice, unless deemed emergent by LESSOR, at any reasonable time throughout the terms of this Lease for any reasonable purpose, including inspection of the general condition and state of repair of the Leased Premises in accordance with the Lease and Airport's rules or regulations.

Upon termination of this Lease, LESSEE shall surrender to LESSOR all keys of the Leased Premises and give to LESSOR the explanation of the combination of all locks for doors, safes, safe cabinets and vault doors, if any, installed in the Leased Premises by LESSEE. If LESSEE fails to return all keys to LESSOR or fails to provide any combination, LESSEE shall reimburse LESSOR for the cost to re-key to Leased Premises and any locksmith or other charges incurred by LESSOR due to LESSEE'S failure to comply with this Section. LESSEE shall pay all such cost within ten (10) days of written demand.

9. Non-Exclusive Rights

LESSEE shall have the nonexclusive right with others so authorized to use the common areas of the Airport and any appurtenant structures and additions thereto which may hereafter be designated by LESSOR from time to time for common use, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft, subject, however, to compliance by LESSEE with applicable regulations and practices and payment by LESSEE of such rates, fees, and/or charges as may be specified or levied by LESSOR from time to time. LESSEE agrees that any taxiway, apron, roadway, or other similar improvements constructed by it on the Leased Premises may be used by LESSOR and/or others for taxiing or other incidental and reasonable purpose.

10. Airport Rules and Regulations

LESSEE shall comply, and shall cause its employees, agents, customers, and guests to comply, with all laws, ordinances, regulations or requirements of any relevant governmental or quasi-governmental authority, including any and all rules or regulations established by the FAA or the Slidell Airport, now in existence or hereafter promulgated or modified, pertaining to the Leased Premises or the use of the Slidell Airport. LESSEE shall maintain all necessary registrations, licenses, permits, etc. as may be required under applicable law to carry on its operations on the Leased Premises and at the Slidell Airport. The parties agree that this Agreement shall be subordinate to the provisions of any existing or future agreements between LESSOR and the United States Government (including any federal agency) or the State of Louisiana (including any state agency), to any order issued by the United States Government (including any federal agency) or the State of Louisiana (including any state agency)

applicable to LESSOR, to any grant assurances of the LESSOR or Slidell Airport, and to any of the LESSOR/Slidell Airport's Federal or State obligations. The parties further understand and agree that this Lease shall be subject to that certain Inter-Governmental Agreement, effective January 25, 1990, between LESSOR, the Parish of St. Tammany, and St. Tammany Airport Authority No. 1.

11. Insurance Obligations

LESSEE shall obtain and maintain the following insurances covering the terms of the Lease:

- General liability insurance with a minimum per occurrence coverage of \$1,000,000 (LESSOR must be named as an additional insured and such insurance shall be primary to any similar policy held by LESSOR; thirty (30) day notice of cancellation in favor of LESSOR).
- Automobile liability insurance (for any automobiles of LESSEE coming to Slidell Airport)
- As applicable, worker's compensation insurance with limits consistent with statutory benefits under Louisiana's worker's compensation laws (to the extent required by Louisiana law for business operations of LESSEE).
- Aircraft Liability Insurance with a minimum per occurrence coverage of \$1,000,000 (LESSOR must be named as an additional insured; thirty (30) day notice of cancellation in favor of LESSOR).

12. Taxes

If assessed, LESSEE shall pay all taxes and assessments against any buildings, structures, or other property located on the Leased Premises during the terms of this Lease.

13. Default

Should any of the following events occur, LESSEE shall be in default under this Lease, and LESSOR may, at its option and in addition to exercising any other right or remedy provided by applicable law, declare all remaining rental due under the provisions hereof immediately due and payable or may choose to immediately terminate this Lease:

- A. LESSEE shall fail to pay any rental payment or other monetary sum when due, and that failure is not cured within ten (10) days after the date of LESSEE's receipt of notice from LESSOR of such failure.

- B. LESSEE shall fail to pay any tax, assessment, or civil or criminal penalty or fine incurred in connection with or as a result of its occupancy of the Leased Premises and/or conducting any activity on the Leased Premises, and that failure is not cured within ten (10) days after the date of LESSEE's receipt of notice from LESSOR of such failure.
- C. LESSEE shall fail to secure and maintain insurance as required by this Lease and/or to provide proof of that insurance to LESSOR.
- D. LESSEE shall permit any unlawful activity to be conducted on the Leased Premises, or violate any provision of any applicable federal, state, or local law, ordinance, rule, or regulation.
- E. LESSEE shall make any fraudulent or material misstatement or misrepresentation to LESSOR.
- F. LESSEE shall otherwise fail to comply with any obligation arising under this Lease and that failure is not cured within ten (10) days after the date of LESSEE's receipt of notice from LESSOR of such failure, unless extended by the Airport Director.

LESSOR may send invoices or statements for rent or other charges. LESSEE acknowledges that LESSOR is not required to do so and that receiving such an invoice or statement is not a condition precedent to the obligation of LESSEE to honor all provisions and conditions of this Lease. Sending of such an invoice or statement shall not alter the provisions of this Lease in any manner.

14. Additional Grounds for Termination

In the event the roof or exterior walls of the hangar on the Leased Premises are damaged or destroyed, LESSOR may choose to terminate the Lease if, in LESSOR's sole discretion, the cost to repair or replace such roof or exterior walls is cost prohibitive, such repair or replacement cannot be completed in a timely manner, or such repair or replacement is not in keeping with LESSOR's future plans for the Slidell Airport. Further, in the event LESSOR's Inter-Governmental Agreement, effective January 25, 1990, between LESSOR, the Parish of St. Tammany, and St. Tammany Airport Authority No. 1, is terminated, LESSOR shall have the right to terminate this Lease. In the event of any termination under this section, the parties shall have no further obligations to one another except for those obligations that had accrued at the time of termination.

15. Assignment of Agreement

15.1 Assignment

LESSEE shall not, without the express written consent of LESSOR, acting through its Mayor, assign the balance of the Lease term(s) or any interests hereunder, or permit the use of the Leased

Premises by any party other than LESSEE. Any consent which LESSOR may give for an assignment shall not destroy this provision, and later assignments shall be made likewise only on the prior consent of LESSOR expressed in writing. In the case of such permitted assignment, the ASSIGNEE shall become directly liable to LESSOR for all obligations of LESSEE hereunder.

Any assignment shall be in writing, and LESSEE shall provide a copy thereof to LESSOR at least ninety (90) days in advance of the proposed inception date. LESSOR may grant or deny LESSEE's assignment request in LESSOR's sole discretion.

LESSOR may assign its rights under this Lease.

15.2 Subletting

LESSEE shall not, without the express written consent of LESSOR, acting through its Mayor, sublet the Leased Premises or any portion thereof, or permit the use of the Leased Premises by any party other than LESSEE. Any consent which LESSOR may give for a sublease shall not destroy this provision, and later subleases shall be made likewise only on the prior consent of LESSOR expressed in writing. In the case of such permitted sublease, the SUBLESSEE shall become directly liable to LESSOR for all obligations of LESSEE hereunder, but no sublease by LESSEE shall relieve LESSEE of any liability hereunder.

Any sublease shall be in writing, and LESSEE shall provide a copy thereof to LESSOR at least ninety (90) days in advance of the proposed inception date. LESSOR may grant or deny LESSEE's sublease request in LESSOR's sole discretion.

16. Hold Harmless Provision

Except as may otherwise be provided in this Agreement, LESSEE assumes full responsibility to LESSOR and to all third parties for the condition of the Leased Premises and agrees to maintain same in a safe condition, and to defend, indemnify and hold LESSOR and LESSOR's officers, directors, elected officials, agents, and employees harmless from any and all liability and from any injury or damage arising from or connected with the condition of the Leased Premises or LESSEE's activities, including but not limited to LESSEE's flight activities. LESSOR shall not be liable or responsible for any damage to LESSEE's or others' property located on the Leased Premises or at the Slidell Airport nor for any loss or damage to any property of LESSEE or others by theft or otherwise.

LESSEE shall indemnify, save, hold harmless, and defend LESSOR and LESSOR's officers, directors, elected officials, agents, and employees, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind (including, but not limited to, reasonable attorney fees, disbursements, court costs, expert fees, and fines) arising out of or related to any act or omission of LESSEE or LESSEE's agents, employees, successors, or assigns at the Leased Premises or the Slidell Airport or under this Agreement during the term of this Agreement. Notwithstanding the foregoing, LESSEE shall have no indemnity obligation to the extent such claim, action, loss, damage, injury, liability, injury, liability, and cost and expense was caused by an act or omission of LESSOR or LESSOR's officers, directors, elected officials, agents, or employees.

17. Non-Discrimination

Pursuant to the rules and regulations of the FAA or any other regulatory authority having jurisdiction or responsibility, LESSEE assures that it will undertake a non-discrimination program as required by 14 CFR Part 152, Subpart E (or any amendments or modifications thereto), to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E (or any amendments or modifications thereto). LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered sub-organizations provide assurances that they will undertake non-discrimination programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E (or any amendments or modifications thereto), to the same effect.

18. Venue

LESSOR agrees that the only proper venue for litigation arising out of this Lease shall be the Twenty-Second Judicial District Court, St. Tammany Parish, Louisiana, and, to the extent that they have or can obtain subject matter jurisdiction, the federal courts having jurisdiction over St. Tammany Parish, Louisiana.

19. Severability

The provisions of this Lease are and shall be subject to all applicable federal, state or local laws and regulations, and, in the event that any of the provisions of this Lease shall be declared to be

unenforceable by virtue of such laws or regulations, the remaining provisions of this Agreement shall survive such declaration and any court of competent jurisdiction is authorized to modify this Lease so that it complies with law.

20. Waiver

LESSEE acknowledges that it is entitled to notice to vacate under Article 4701 of the Louisiana Code of Civil Procedure but waives all rights to that notice to vacate.

Any failure by LESSOR to exercise any rights or remedies under this Lease shall not be a waiver of any rights or remedies of LESSOR under this Lease nor shall it constitute forbearance nor shall it constitute a modification of the Lease.

LESSEE hereby irrevocably waives the right to claim that any of its property located in or on the Leased Premises is exempt from execution or attachment or exempt by any law from the payment of debt, and all such property shall be subject to and responsible for the payment of the money agreed to be paid by LESSEE under this Lease and for the discharge of any liability created by this Lease.

21. Security Interest for Lessor's Lien

LESSEE acknowledges that LESSOR has a security interest in all movable property located on the Leased Premises to secure any unpaid charges under this Lease. LESSEE further agrees that if called upon, it will execute a UCC-1 or UCC-3 or other document, if necessary to preserve the security interest of LESSOR as to third parties or to maintain a security interest in full force and effect. LESSOR herein agrees not to perfect a lien on aircraft owned by the LESSEE until such time that the LESSEE is in default of this agreement beyond the allowable cure period contained herein.

22. Binding Effect

This Lease shall be binding upon LESSOR and LESSEE and their respective successors, heirs and assigns.

23. Choice of Law

This Lease shall be governed by the laws of the State of Louisiana, without regard for its principles of conflicts of law which might refer this matter to the court of another state for resolution.

24. Entire Agreement

This Lease is the entire agreement between the parties with respect to the subject matter hereof, superseding any prior oral or written agreements. No modification or waiver or amendment of this Lease is valid unless in writing and signed by all parties by authorized representatives.

25. Financial Records

LESSEE shall maintain all financial records pertaining to all matters relating to this Lease in accordance with generally accepted accounting principles and procedures.

26. Notice

Any notice or demand which, by provision of this Lease, is required or permitted to be given or served to either of the parties shall be deemed to have been sufficiently given and served for all purposes (i) when personally delivered, or (ii) one day after being sent by a nationally recognized overnight express courier (charges prepaid), or (iii) five days following mailing by certified or registered mail, postage prepaid and return receipt requested, in each case addressed (until another address or addresses is given by notice pursuant to this Section) to the parties as follows:

If to LESSOR: City of Slidell
 Attn: Mayor
 P.O. Box 828
 Slidell, LA 70459
 (Physical address: 2055 Second Street, Slidell, LA 70458)

With a copy to: City of Slidell
 Attn: Airport Manager
 62512 Airport Road
 Building #12
 Slidell, LA 70460

 City of Slidell
 Attn: City Attorney
 P. O. Box 828
 Slidell, LA 70459
 (Physical address: 2055 Second Street, Slidell, LA 70458)

If to LESSEE:

Prestige Worldwide Consultants LLC

Each party must maintain with the other their current mailing information as listed above. Any party may change his or its notice mailing address by notice sent in accordance with this Section.

27. Miscellaneous

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement 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 Agreement shall forthwith be amended to make such insertion or correction. The parties agree not to discriminate in their respective employment and services practices, and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

SIGNATURE PAGE
SLIDELL AIRPORT
AERONAUTICAL HANGAR LEASE AGREEMENT

THUS DONE AND SIGNED ON THIS ____ day of _____, 2021.

WITNESSES:

LESSOR
City of Slidell

By: George G. Cromer, Mayor

THUS DONE AND SIGNED ON THIS ____ day of _____, 2021.

WITNESSES:

LESSEE
Prestige Worldwide Consultants LLC

By: Brian Normand, Manager

1 Introduced July 13, 2021, by Councilwoman
2 Denham, seconded by Councilman Dunham,
3 (by request of Administration)

4 **Item No. 21-07-3383**

5 **ORDINANCE NO.**

6
7 An ordinance authorizing the City of Slidell, acting through its Mayor, to enter
8 into a Rights-of-Way Use Agreement with Cox Communications, LLC to facilitate Cox's
9 access to and use of the City's public rights-of-way for installation, modification, relocation,
10 repair, operation, and maintenance of Cox's fiber-optic infrastructure.

11 WHEREAS, Cox Communications, LLC is a telecommunications company that
12 desires to expand its fiber-optic infrastructure to areas within the municipal boundaries of
13 the City of Slidell; and
14

15
16 WHEREAS, Cox Communications, LLC desires to access and utilize the
17 City's public rights-of-way to accomplish said expansion by way of the installation,
18 modification, relocation, repair, operation, and maintenance of its fiber-optic infrastructure
19 within said rights-of-way, and the City is agreeable to same under the general terms set
20 forth in the attached Exhibit A; and
21

22
23 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of
24 Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . .
25 may engage in cooperative endeavors . . . with any public or private association,
26 corporation, or individual"; and
27

28
29 WHEREAS, the parties agree that the expansion of Cox Communications,
30 LLC's fiber-optic infrastructure to areas within the municipal boundaries of the City will
31 provide a public benefit and assist in the economic development of the area, and the
32 parties have a reasonable expectation of receiving benefits which are commensurate to
33 the benefits respectively conferred.
34
35
36
37
38
39

1 **ORDINANCE NO.**
2 **ITEM NO. 21-07-3383**
3 **PAGE 2**
4

5
6 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
7 hereby authorize the City of Slidell, acting through its Mayor, to enter into a Rights-of-Way
8
9 Use Agreement with Cox Communications, LLC, under terms and conditions substantially
10
11 similar to those set forth in of the attached Exhibit A. This Ordinance shall take effect
12 immediately upon adoption.
13

14 **ADOPTED** this day of , 2021.
15
16

17 Leslie Denham
18 President of the Council
19 Councilwoman, District A
20

21
22 Greg Cromer
23 Mayor
24

25
26 Thomas P. Reeves
27 Council Administrator
28
29
30
31
32
33
34
35
36
37
38
39

DELIVERED
<i>to the Mayor</i>
RECEIVED
<i>from the Mayor</i>

EXHIBIT A

RIGHTS-OF-WAY USE AGREEMENT

This **RIGHTS-OF-WAY USE AGREEMENT** (this "Agreement") is made and entered into effective this ____ day of _____, 2021 (the "Effective Date") by and between:

The **CITY OF SLIDELL, LOUISIANA**, a municipality and political subdivision of the State of Louisiana, whose mailing address, is P.O. Box 828, Slidell, LA 70459, appearing herein through its duly authorized Mayor, George G. Cromer, and hereinafter referred to as "**Grantor**";

AND

COX COMMUNICATIONS, LLC, a Delaware limited liability company, with its principal address at 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328, and local office at 7401 Florida Blvd, Baton Rouge, LA 70806, appearing herein through its duly authorized representative, Anthony Pope, and hereinafter referred to as "**Grantee**".

WHEREAS, Grantee or its affiliate is a telecommunications company that desires to expand its fiber-optic infrastructure to areas within the municipal boundaries of Grantor; and

WHEREAS, Grantee desires to access and utilize Grantor's public rights-of-way to accomplish said expansion by way of the installation, modification, relocation, repair, operation, and maintenance of its fiber-optic infrastructure within said rights-of-way and Grantor is agreeable to same under the terms and conditions set forth below; and

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors . . . with any public or private association, corporation, or individual"; and

WHEREAS, the parties agree that the expansion of Grantee's fiber-optic infrastructure to areas within the municipal boundaries of Grantor will provide a public benefit and assist in the economic development of the area, and the parties have a reasonable expectation of receiving benefits which are commensurate to the benefits respectively conferred; and

WHEREAS, the fiber-optic infrastructure contemplated by this Agreement is intended for the transmission of broadband internet access services, including voice over internet protocol, and not for cable services or video services, as those latter terms are defined and used in La. R.S. 45:1361, *et seq.*

NOW THEREFORE, premises considered, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for cause, the parties agree as follows:

- I. TERM.** The initial term for this Agreement shall run for five (5) years from its Effective Date (the "Initial Term"). This Agreement shall automatically renew

thereafter for up to three (3) consecutive five (5) year terms (each a "Renewal Term") unless one party provides written notice of termination to the other at least ninety (90) days prior to the end of the then current term, in which case the Agreement shall terminate at the end of the then current term.

II. TERMINATION. In addition to any other grounds for termination provided for in this Agreement, this Agreement may be terminated:

- a. by Grantor, if Grantee fails to timely make any undisputed payment due hereunder within thirty (30) days of written demand for same;
- b. by Grantor, if Grantee fails to fulfill any additional material obligation required of it under this Agreement, and has failed to become compliant with such obligation within thirty (30) days after written notice by Grantor of default; provided, however that if the nature of the obligation is such that more than thirty (30) days are reasonably required to come into compliance and Grantee commences reasonable cure efforts within the thirty (30) days period, termination hereunder shall not be effective unless Grantee fails to diligently pursue such efforts and complete same within a commercially reasonable time;
- c. by Grantor, if Grantee accesses and/or utilizes Grantor's public rights-of-way in a manner inconsistent with the permissions granted in this Agreement and Grantee fails to cease such operations within thirty (30) days after written notice by Grantor of default;
- d. by Grantor, if Grantee's use of the public rights-of-way herein shall encompass the provision of cable services or video services, as those terms are defined and used in La. R.S. 45:1361, *et seq.*; or
- e. by Grantor or Grantee, if Grantee obtains a valid Louisiana franchise agreement (or similarly valid franchise) that otherwise authorizes Grantee's use of Grantor's public rights-of-way for Grantee's telecommunications infrastructure without respect to this Agreement.

In the event of termination of this Agreement, Grantee shall not be entitled to any pro rata refund of any payment already made or other consideration provided.

III. OBLIGATIONS OF THE PARTIES.

- a. Grantor shall
 - i. allow Grantee a non-exclusive right to access and utilize Grantor's public rights-of-way for the installation, modification, relocation, repair, operation, and maintenance of Grantee's fiber-optic infrastructure, subject to advance permitting approval by Grantor's engineer for all new installations in accord with section III.b.vi below, which approval shall not

be unreasonably withheld. For purposes of this Agreement, the term “public rights-of-way” shall mean the area on, below, or above a Grantor-owned public roadway, sidewalk, alley, or waterway within the municipal boundaries of Grantor. The term shall not include any right-of-way within the municipal boundaries of Grantor that is owned by the United States, the State of Louisiana, another political subdivision, or a private party, or the use of any infrastructure of any third party on, below, or above Grantor’s public rights-of-way.

b. Grantee shall

- i. on or before the Effective Date, or, if such day is a Saturday, Sunday, or legal holiday, the first business day thereafter, pay to Grantor the sum of Twenty-Five Hundred and No Dollars (\$2,500.00) as a permitting review fee for the access and use rights granted herein for the first contract year. Annually thereafter, on or before the anniversary of the Effective Date, or, if such day is a Saturday, Sunday, or legal holiday, the first business day thereafter, Grantee shall also pay to Grantor the sum of Five Hundred and No Dollars (\$500.00) as a permitting renewal fee for the access and use rights granted herein for the following contract year. In the event of termination of this Agreement, there shall be no prorated refund for unused days of the payment year;
- ii. provide a fifty (50%) percent discount to Grantor for “COX Business Services” for Internet, Wifi, Metro E and other data services that Grantor purchases from Grantee;
- iii. run its fiber-optic infrastructure to Grantor’s 1010 Gause Boulevard building and provide and install WiFi Network Equipment (\$10,000 value) sufficient to provide WiFi coverage to the entire building via COX fiber-optic infrastructure;
- iv. provide Grantor with assistance in marketing Grantor’s 1010 Gause Boulevard building as a Regional Data Center and Business Incubator;
- v. provide City with consultation services on a Smart City Growth Plan;
- vi. obtain permitting approval from Grantor’s engineer (which shall be at no additional charge to Grantee) prior to any new installations within Grantor’s public rights-of-way, and provide to Grantor’s engineer all relevant information concerning such proposed installations in conjunction therewith, including but not limited to:
 1. updated contact information for Grantee, including the contact information for a representative who can be contacted in the event of an emergency;

2. a description of the proposed installation;
3. a map drawn to scale showing the location of placement of the proposed installation;
4. an inventory of all equipment, structures, and facilities to be contained in the proposed installation;
5. a description of all anticipated maintenance for the proposed installation; and
6. the name and appropriate contact information for any contractor who shall perform the proposed installation on behalf of Grantee.

Grantee understands and agrees that reasonable changes to its plans may be required by Grantor's engineer for permitting approval and that certain plans may be rejected if inconsistent with Grantor's current or contemplated operations or the operations of third parties validly utilizing the Grantor's public rights-of-way. Grantee shall further provide Grantor with a copy of all "as-built" plans upon substantial completion of new installations within Grantor's public rights-of-way;

- vii. obtain, at its cost, all third party approvals necessary for the installation, modification, relocation, repair, operation, and maintenance of Grantee's fiber-optic infrastructure within Grantor's public rights-of-way, including by way of any required pole attachment agreements;
- viii. conduct its operations on Grantor's public rights-of-way in a business reasonable manner so as to cause minimum interference to public passage and existing infrastructure. By way of example only, Grantee shall not generally be permitted to conduct any operations which require substantial disruption to Grantor's existing roads or sidewalks or the traffic thereon;
- ix. provide necessary and appropriate safety and traffic personnel in conjunction with all installation and repair operations affecting Grantor's rights-of-way and coordinate with Grantor, as appropriate, regarding same;
- x. be responsible, to the exclusion of Grantor, for all costs associated with Grantee's installation, modification, relocation, repair, operation, and maintenance of Grantee's fiber-optic infrastructure in Grantor's public rights-of-way, and for any recordation costs associated with this Agreement;
- xi. be responsible for the timely repair and restoration and, when required, replacement of any property of Grantor or any third party which is

disrupted, damaged, or destroyed as a result of Grantee's activities in connection with this Agreement;

- xii. conduct its operations on Grantor's public rights-of-way in accord with applicable law, including environmental laws, "call before you dig" requirements, and Grantor's Code of Ordinances;
- xiii. unless otherwise maintaining a valid authorization to maintain its infrastructure in Grantor's public rights-of-way, upon termination of this Agreement, including by way of expiration, remove, at Grantor's request and within the timeframe required by it, Grantee's installations, equipment, and improvements from Grantor's public rights-of-way, failing which, at Grantor's option, (i) such installations, equipment, and improvements shall become the property of Grantor, without any compensation therefore; or (ii) Grantor may remove such installations, equipment, and improvements on its own and pursue Grantee for the costs and expenses incurred in connection therewith;
- xiv. obtain and maintain an occurrence policy of commercial general liability insurance, in an amount of at least 1 million per occurrence/3 million annual aggregate, covering its operations during the term of this Agreement which lists Grantor as an additional insured, evidence of which shall be provided to Grantor at its request, and which insurance shall be considered primary to any insurance Grantor maintains for any covered claim; and
- xv. prior to any new installation within Grantor's public rights-of-way, provide Grantor a with performance and maintenance bond in the amount of \$100,000.00, payable to Grantor, to ensure the appropriate and timely performance by Grantee in the construction and maintenance of Grantee's infrastructure located in Grantor's public rights-of-way and to ensure Grantee's repair and restoration of any damage to Grantor's facilities or its public rights-of-way. The required performance and maintenance bond must be with a good and sufficient surety, issued by a surety company authorized to transact business in the State of Louisiana, and satisfactory to the Grantor's attorney in form and substance.

IV. OWNERSHIP AND PLACEMENT. Except as may be otherwise set forth in this Agreement, Grantee shall maintain ownership of all infrastructure it places in Grantor's public rights-of-way and Grantor shall have no rights therein. In the event future development or repair within Grantor's municipal boundaries requires or counsels in favor of relocation of Grantee's infrastructure, the parties agree to meet in good faith to discuss a plan for same in an effort to minimize inconvenience and costs and to discuss any possible alternatives to relocation. Grantee shall abide by the final decision of Grantor with respect to same and shall relocate its infrastructure as Grantor requires (except to the extent similarly-situated users of the relevant right-of-way area are not required to relocate). Required relocations must occur within an industry reasonable

time based on the project, subject to Force Majeure. Any relocations required by Grantor shall be at Grantee's sole cost, unless Grantor is providing cost reimbursement to any other similarly-situated user of the right-of-way impacted by the required relocation, in which case Grantor shall provide Grantee equal treatment and reimbursement for Grantee's relocation cost as any other receiving cost reimbursement from Grantor.

- V. INDEMNITY.** Grantee shall indemnify, defend, and hold harmless Grantor, and Grantor's officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury, including accidental death, to the extent proximately caused by the Grantee's installation, modification, relocation, repair, operation, or maintenance of infrastructure within any of Grantor's public rights-of-way, including Grantee's operations incident thereto, except to the extent such liability is arising from or caused by the gross negligence or willful misconduct of the Grantor, its agents, representatives, officers, officials, employees or contractors. This provision shall survive termination of this Agreement, including by way of expiration.

VI. GENERAL PROVISIONS.

- a. **Notice.** All notices required under this Agreement shall be in writing and deemed properly given or made upon receipt if delivered by nationally recognized overnight courier, or registered or certified mail, postage prepaid to the addresses listed below:

To Grantee:

Cox Communications, Inc.
Attn: Erin Monroe Wesley
Vice President Public & Government Affairs
7401 Florida Blvd
Baton Rouge, LA 70806

With a copy to:

Cox Communications, Inc.
Attn: Vice President Government Affairs
6205-B Peachtree Dunwoody Road
Atlanta, GA 30328

To Grantor:

City of Slidell
Attn: Mayor
P.O. Box 828
Slidell, LA 70459

With a copy to:

City of Slidell
Attn: City Attorney
P.O. Box 828
Slidell, LA 70459

or such other address as either party may designate in writing from time to time.

- b. **Legal Provisions.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement 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 Agreement shall forthwith be amended to make such insertion or correction. The parties agree not to discriminate in their respective employment and services practices, and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.
- c. **Independent Contractors.** The relationship between the parties hereto shall be that of independent contractors.
- d. **Third Party Beneficiaries.** Except as may be expressly stated in this Agreement, nothing herein shall be construed or interpreted to give any person other than Grantor and Grantee any legal or equitable right, remedy, claim, or defense under or in respect of this Agreement. There are no intended third party beneficiaries of this Agreement, except as may be expressly stated in this Agreement.
- e. **Waiver.** A waiver by either party of a default by the other party and/or the performance of the other party's obligations contained in this Agreement shall not be deemed a waiver of the performance of any other obligations or of any subsequent default in the performance of the same or any other obligation contained in this Agreement.
- f. **Entire Understanding.** This Agreement embodies the entire understanding and agreement between the parties with respect to the subject matter hereof and replaces and supersedes any and all other agreements, whether in writing or otherwise, governing the subject matter herein. This Agreement may be amended or modified

only by written documents duly authorized, executed, and delivered by Grantor and Grantee.

- g. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Agreement shall have the same legal effect as an original signed version of this Agreement.
- h. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.
- i. **Force Majeure:** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, public health emergencies, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to payments by Grantee to Grantor hereunder (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Agreement, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.
- j. **Governing Law; Venue.** This Agreement shall be governed and interpreted by the laws of the State of Louisiana, without regard to conflicts of law principles. The obligations and undertakings of both parties hereto shall be performed in the City of Slidell, Louisiana. In the event that any legal proceeding is brought to enforce the terms of this Agreement, the same shall be brought in state or federal courts, as appropriate, having jurisdiction for St. Tammany Parish, Louisiana.
- k. **Authority.** Each person signing this Agreement represents and warrants that he/she has full authority to do so and hereby bind the entity on whose behalf he/she is signing.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURES ON NEXT PAGE]**

RIGHTS-OF-WAY USE AGREEMENT
[SIGNATURE PAGE]

Thus done and signed by the authorized representative of Cox Communications, LLC in front of me, notary public, and the undersigned competent witnesses, on the __ day of _____, 2021, effective as of the Effective Date.

WITNESSES

COX COMMUNICATIONS, LLC

By: _____
Anthony Pope
Senior Vice President
and Regional Manager

Notary Public
La. Bar/Notary Number: _____
My Commission _____

Thus done and signed by the authorized representative of the City of Slidell, Louisiana in front of me, notary public, and the undersigned competent witnesses, on the __ day of _____, 2021, effective as of the Effective Date.

WITNESSES

CITY OF SLIDELL, LOUISIANA

By: _____
George G. Cromer
Mayor

Notary Public
La. Bar/Notary Number: _____
My Commission _____