Mr. Kenya Smith
Executive Assistant to the Mayor
Office of Community Development
1340 Poydras Street Suite 1000
New Orleans, LA 70112

January 26, 2010

The Zulu Social Aid & Pleasure Club Incorporated is hereby formally applying for the UDAG Loan Fund. We are requesting these funds to erect a new facility on existing lots on Broad Street in New Orleans. Due to the effects of Hurricane Katrina our properties were, at least 95% ruined according to the City of New Orleans Damage Assessment report. Subsequently, we have had the properties demolished and have received a commitment from the Small Business Administration for a portion of the projected cost with the development.

This project will enhance the Broad Street corridor by revitalizing an area that is a highly trafficked major thoroughfare. We have and continue to work with the approving entities to ensure the structure is fitting with the architectural style of the neighborhood.

Sincerely,

Chala E. Hamilton Jr.

President

Company Name

Zulu Social Aid & Pleasure Club Incorporated 732 N. Broad Street
New Orleans, LA 70119
(504) 827-1661 ofc.
(504) 822-1013 fax

Charles E. Hamilton, Jr. President (504) 610-6500 cell charlesking91@aol.com

Naaman C. Stewart, Vice President (504) 913-9335 cell ncs9139335@yahoo.com

Federal Tax ID # 72-0828028

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The Zulu Social Aid & Pleasure Club, Inc. is a 501(c) 7 community based organization. Our primary function is that of a carnival organization which parades each year on Mardi Gras.

Our membership is comprised of men from all walks of life, men from all parts of the United States, but primarily in the City of New Orleans. In addition to our root function, we also operate on a perpetual basis. Our community based events include, Christmas Toy Drives, Health Fairs, Scholarship Programs, Coat Drives, School Supply Giveaway, Night Out Against Crime Sponsor, Lundi Gras Festival Producer, Holiday Food Baskets Provider, Mentorship Programs, Cultural Competency and Educational Programs, Parks and Parkways Sponsor to name a few.

Zulu is known nationally and internationally as a carnival institution and is revered for its contribution to the season and the city for 101 years. While there are many organizations that participate in the carnival tradition, Zulu is proud to say it is one of the only organizations that offer full scale operations that go beyond the carnival season.

At the present time our Headquarters is approximately 3600 square feet. Our membership roll exceed 500 members. We currently have a logistics dilemma which would prevent the entire membership from gathering at one single time for a meeting or project. Once we are able to secure the necessary funding, the organization will be able to erect a facility of nearly 7000 square feet on the existing and abutting lots owned by the organization, which would allow more than 10,000 available square feet for use.

The management of the Zulu Social Aid & Pleasure Club lies in the hands of 25 officers and board members. Day to day administration is the responsibility of Charles E. Hamilton, Jr., a 33 year member of the organization. The Board of Directors is chaired by Isaac Wheeler, also a member with more than 30 years service.

The organization is run by volunteer committee service. The only exception to this would be our lounge and carnival store, where at peak season more than 25 persons are employed.

We believe that our new building project will create construction jobs as well as permanent service and maintenance related jobs.

This building/hall will serve a dual purpose:

- A) to facilitate and accommodate the needs of the membership
- B) it will also be available for receptions, meetings, weddings, parties, and community affairs

We are seeking a loan amount of \$850,000.00 to supplement the \$486,000 SBA loan that is committed. Our construction cost is projected at \$1.25M. To date we have invested more than \$100k in plans, demolition, and other site preparations.

We know we have an established revenue stream (the membership) to ensure the success of this venture. The membership is currently paying dedicated assessments that will be used to service the debt associated with the building. Additionally, we know based on our system of character selections, continuous events will be on going and permanent. `

As previously stated, Zulu has more than 500 members; the classes of membership include regular, honorary, special status associate, and special military. Our parade krewe expands to more than 1300, which include men, women and children (at least 12 years of age).

Zulu's history is storied and at times controversial. Since our humble recorded beginning in 1909; Zulu has been a constant in the New Orleans community. Starting out as a ward based benevolent society, the Zulu name was selected after our predecessor group, The Tramps saw a play by The Smart Set entitled, There Never Was and There Never Will Be a King Like Me. This play was based on the Zulu tribe of Africa. New Orleans was known for its benevolence in those early years especially in the African American community. This system served as a form of insurance for those who were unable to attain assistance through the normal channels. When members died, the organization would bury them or help with funeral expenses, a tradition we maintain until this day. In 1949 the organization presented the first ever celebrity monarch to the city "Louis Armstrong" as King Zulu. The feat was memorialized on the cover of Time Magazine that year. Our most trying time historically came in the 1960's, in the height of the civil rights era. Many in the African American community could not comprehend what they thought was in some cases demeaning and not consistent with this new found awareness of self. Our organization dwindled to 16 men as a result; ultimately we were able to grow to 375 in the 80's and up to 500 in 2004. Then Katrina struck and we lost more than 80 members. Not only did we lose members but all of our property was ruined as well.

The key personnel for this project is the Architectural firm of Hewitt Washington & Associates. Hewitt Washington will also fill a dual role of project managers to ensure completion in a cost effective and timely manner.

Proposal Budget

Facility design, construction turnkey cost \$1.25M

Operation cost

Insurance

Property

\$11,500.00 per year

Flood

\$2500.00 per year

General Liability Builders Risk \$2000.00 per year \$4000.00 per year

Subtotal

\$1666.00 per month

Utilities

.494p/s

\$3458.00 per month

Phone

\$500.00 per month

Cable/Internet

\$500.00 per month

Maintenance

1.50 p/s

\$10,500.00 per year

\$875.00 per month

Custodial

.8 p/s

\$5600.00 per year

\$466 per month

Staff Cost

\$5000.00 per month

Total

\$12,465.00 per month

*Please see 3 year plan for more detailed financial summary

<u>Audited Financial Statement</u> <u>Tax Return</u>

(SEE ATTACHED)

<u>Disclosure</u>

No officers of the Zulu Social Aid & Pleasure Club, Incorporated have been convicted of a felony within the past 5 years.

Business References

- Blaine Kern Artist, Inc.
 233 Newton Street
 New Orleans, LA 70114
 (504)362-8211
 -Float builders for Mardi Gras Parade
- New Orleans Ernest N. Morial Convention Center
 900 Convention Center Boulevard
 New Orleans, LA 70130
 (504) 582-3000
 -Coronation venue
- 3) Aramark
 900 Convention Center Boulevard
 New Orleans, LA 70130
 (504) 582-3575
 -Food service provider
- 4) Hilton Riverside Hotel
 2 Poydras Street
 New Orleans, LA 70130
 (504) 561-0500
 -Mardi Gras related events
- 5) Audubon Nature Institute 1 Canal Street New Orleans, LA 70130 (504) 581-4629 -Lundi Gras Festival

Financial References

- 1) Capital One Bank 4121 Canal Street New Orleans, LA 70119 (504)533-5679 -Checking and savings provider
- 2) Liberty Bank & Trust
 6600 Plaza Drive
 New Orleans, LA 70127
 (504)240-5100
 -Checking and savings provider
- 3) Bruno & Tervalon CPA's
 4298 Elysian Fields Avenue
 New Orleans, LA 70122
 (504)284-8733
 -Accounting firm
- 4) Fran Pradd, Vice President Liberty Bank & Trust 2714 Canal Street New Orleans, LA 70119 (504)827-0060 -Organization's Banker
- 5) DWS Scudder
 222 South Riverside Plaza
 Chicago, IL 60606
 (312)537-3700
 -Investment account

The funding sources to establish project operations are based on dedicated membership assessments specifically for building. This total is based on 600 members at a monthly assessment of \$30. Other revenue source include building rental of \$1500 per event with an average rental of twice per week. Bar/catering sales will provide the final source of revenue expecting to yield \$25,000 per month.

No federal or state grants have been calculated in operations. However, the organization is waiting receipt of a SBA loan commitment totaling \$486,000.

To secure the full loan amount from SBA the organization must show the source of the total construction cost of \$1.25M. Yet this would not have an impact on commencement if UDAG funds are made available.

Ten new permanent jobs will be created and 225 construction jobs will be created as a result of this project.

Zulu intends to comply with the city of New Orleans' Open Access Plan.

All marketing will be done internally via membership.

a. Construction cost	-											
ite Plan - \$100,000 * Alrea	dy expend	ed										
icenses & Permits - \$15,00												
quipment - \$75,000												
							1		FEB	MAR	APR	MAY
CASH INFLOWS	JUN	JUL				NOV				-		\$18,000
Membership Asmt.	\$18,000	·		\$18,000		\$18,000	T		, ,			\$12,000
Building Rental	\$12,000	\$12,000		\$12,000	T - 7	\$12,000	T			7		\$25,000
Sales	\$25,000	\$25,000	\$25,000	\$25,000		\$25,000	\ '		Y 7	T	\$55,000	\$55,000
Total Resources	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$33,000	733,000	955,000	- / - / -
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UDAG Loan	\$6,500	\$6,500	\$6,500	11.7	\$6,500	\$6,500	\$6,500	\$6,500	\$1,500		\$1,500	\$1,500
Property Tax	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	Y/	\$1,666	\$1,666	\$1,666	\$1,666
Insurance	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$3,458	\$3,458	\$3,458	\$3,458
Utility	\$3,458	\$3,458	\$3,458	\$3,458	\$3,458	\$3,458	\$3,458		\$500	\$500	\$500	\$500
Phone	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Cable/Internet	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$875	\$875	\$875	\$875
Maintenance	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$466	\$466	\$466	\$466
Custodial	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$5,000	\$5,000	\$5,000	\$5,000
Staff	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000
Product & Supplies	\$10,000	\$10,000	\$10,000	\$10,000		\$10,000	\$10,000	\$10,000	\$1,080	\$1,080	\$1,080	\$1,080
Sales Tax	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	31,000	71,000	192,000	14-7
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uilding Rental	\$12,000	\$12,000	\$12,000		<u> </u>	\$12,000			\$25,000	\$25,000	\$25,000	\$25,000
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JDAG Loan	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500		\$1,500	\$1,500	\$1,500	\$1,500
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nsurance	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	 	\$1,666	\$1,666	\$3,458	\$3,458
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hone	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Cable/Internet	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500		\$875
Maintenance	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$875	\$466
Custodial	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$466	\$466	
Staff	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Product & Supplies	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Sales Tax	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080
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ENDING CASH BAL.	\$491,165	\$512,520	\$533,875	\$555,230	\$576,585	\$597 <u>,</u> 940	\$619,295	\$640,650	115662,005	12683,36	7 3/04,/15	J\$/20,U

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Attachment "B"

REQUIRED CONTRACT PROVISIONS

- 1. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- 2. <u>ASSIGNABILITY</u>: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
- 3. <u>CONFLICT OF INTEREST</u>: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Attorney.
- 4. <u>INDEMNIFICATION</u>: The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
- 5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

- 6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:
- a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and
- c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

- 7. <u>WAIVER OF SICK AND ANNUAL LEAVE BENEFITS</u>: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.
- 8. <u>JURISDICTION & CHOICE OF LAW</u>: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.
- 9. <u>DURATION</u>: This Agreement shall commence on the Effective Date and shall continue for a period of *twelve (12)* months. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.
- 10. <u>APPROPRIATION AND/ OR EXTENSION</u>: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.
- 11. <u>SOLICITATION</u>: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
- 12. <u>AUDIT AND OTHER OVERSIGHT</u>: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

Attachment "C"

REQUIRED CONTRACT DBE PROVISIONS

"DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program."

"DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. The name and business address of each DBE involved in the contract;
- ii. A description of the work performed and/or the product or service supplied by each DBE;
- iii. The date and amount of each expenditure made to a DBE; and
- iv. Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract."
- "Access to Books and Records. Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program."

Attachment "D"

TAX CLEARANCE CERTIFICATE

See attachment

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

BID/RFP No.: 2131 00864	Contracting I	Department:
THE OF BOSINESS.		
BUSINESS NAME:		REAL ESTATE TAX NUMBER:
Zulu Social Ad+Pleanure OWNER'S NAME:		
732 N. Brock St		
BUSINESS ADDRESS: New Orleans LA 7	0115	
Sam.c MAILING ADDRESS:		PERSONAL PROPERTY TAX NUMBER:
(504) 327 1661 (504) 913	35335	
CONTACT TELEPHONE:		SALES TAX/OCCUPATIONAL LICENSE NUMBER:
(584) 822 1013 FAX NUMBER:	· .	101071944
LCS 913 93350 yalad. Com E-MAIL ADDRESS:		
Charles E. Hanton J	•	President
PRINT NAME:		TITLE:
AUTHORIZED SIGNATURE: I certify that I have the authority to execute this form with and correct. The City of New Orleans is authorized to in	nspect and/or receive	S COUNGEURGI JOX (IIIO) MIGHOU.
BUREAU OF REVENUE (Room 1W15)		REAU OF TREASURY (Room 1W37)
This clearance covers Occupational License o Sales/Use taxes.	Est	ance covers Ad Valorem taxes for Real tate and Business Property taxes.
I HEREBY ASSERT THAT AFTER REVIEW OF TAXPAYER'S RECORDS OF THIS DATE THAT TAXPAYER IS NOT DELINQUENT IN ANY TAXES OF TO THE CITY. COLLECTOR OF REVENUE DATE	THE TAXPAYER OWED TAXPAYER TO THE CITY	Urie 12 (Acks) 1/27/10
COLLECTOR OF REVENUE I attest that the taxpayer named aboy	e is not delingu	ent in any taxes owed to the city.
1/1/4		1-27-10
DIRECTOR OF	FINANCE	DATE

Attachment "E"

FORM DBE-1 and EVIDENCE OF BEST EFFORTS

See attachment

FORM DBE-1
DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM
This form should be completed by respondents within the time specified in the Invitation to Bid or RFP.

following manner (please check the appropriate space):
The bidder/ respondent is committed to a minimum of 35 % DBE utilization on this
contract.
The bidder/ respondent (in unable to meet the DBE goal of %) is committed to a
minimum of
% DBE utilization on this contract and will submit documentation demonstrating best efforts.
Name of bidder/respondent's firm: Zulu Social Aid + Pleasure Club Foc
State Registration Number:
By Charle E. Esaulton J. President (Signature) (Title) Name of DBE firm: How th, washington + Associates
(Signature) (Title)
Name of DBE firm: Howith, WAShington + Associates
Address: 6305 Elysian trelds Ave
City: New Paleane State La Zip Code: 70122
City: New Paleans State La Zip Code: 70122 Telephone: (504) 286 1432
Description of work to be performed by DBE firm: Anch, testual, project management
The bidder/respondent is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ 150, 300.00.
Affirmation The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.
By:(Signature) (Title)

Attachment "F"
Listing of City Designated Target Area Recovery Zones

Alcee Fortier Bayou Rd. and Broad St. Broad and Lafitte Greenway Broadmoor Canal St. Carrolton Avenue at I-10 Freret Street Gentilly at Elysian Fields Harrison Avenue Lower Ninth Ward Oretha Castle Haley Blvd. **New Orleans East** Robert E. Lee at Paris Ave. Special Algiers Nexus at Federal City St. Bernard - AP Tureaud at N. Claiborne Ave. S. Claiborne at Toledano St. Roch Market Tulane Ave. and Jefferson Davis Pkwy.