THE COUNCIL
City of New Orleans

MATTHEW WILLARD
Councilmember-At-Large

JP MORRELL
Councilmember-At-Large

AIMEE McCARRON
Councilmember District A

LESLI D. HARRIS
Councilmember District B

FREDDIE KING III
Councilmember District C

EUGENE J. GREEN, JR.
Councilmember District D

JASON HUGHES
Councilmember District E

AGENDA

Regular Meeting of the City Council
to be held in City Hall Council Chamber
on Thursday, July 23, 2026 at 10:00 AM

PRESIDENT
JP MORRELL
Councilmember-At-Large

VICE PRESIDENT
MATTHEW WILLARD
Councilmember-At-Large

ROLL CALL
AISHA R. COLLIER
CLERK OF COUNCIL

INVOCATION
ELDER JAMES C. SIMMONS JR.
GREATER ZIONFIELD FAMILY WORSHIP CENTER

PLEDGE OF ALLEGIANCE
FREDDIE KING III
COUNCILMEMBER DISTRICT "C"

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CONSENT AGENDA

1. COMMUNICATION - FROM ERIN SPEARS - CHIEF OF STAFF & COUNSEL, COUNCIL UTILITIES REGULATORY OFFICE

Brief:
Submitting the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on July 23, 2026:

Communications from Entergy New Orleans, LLC

1. Securitized Storm Cost Recovery Rider Annual True-up Filing, UD-14-01
2. Supplemental Filing, UD-24-02
3. Comments, UD-26-01
4. Motion for Extension of the Electric Formula Rate Plan Rider, UD-18-07

Communication from Delta New Orleans Gas Company, LLC

1. 2026 Electric Formula Rate Plan Statement and Reservation of Rights, UD-18-07

Other Communications

1. Investigation and Review of ENO's 2026 Electric and Gas Formula Rate Plan Evaluation Filings, submitted by Dentons, UD-18-07
2. Comments, submitted by Solar United Neighbors, UD-24-02
3. Comments, submitted by Enphase Energy, UD-24-02
4. Comments, submitted by Alliance for Affordable Energy, UD-26-01
5. Petition for Late Intervention, submitted by Gulf States Renewable Energy Industries Association, UD-26-01
6. Comments, submitted by Finance New Orleans, UD-24-02

Annotation:
MAY BE RECEIVED.

Attachments: 2026-07-23 Electric Gas Communications
Entergy No. 1- Kevin T. Boleware, Manager - Regulatory Affairs - SSCO Filing
Entergy No. 2. - Sharonda Williams, VP-Regulatory & Public Affairs - UD-24-02 ENO Supplemental Details per R-26-258 (002)
Entergy No. 3. - Regina Bartholomew-Woods - 2026-07-17 ENO Comments on Prosposed Changes - Final
Entergy No. 4 - Courtney R. Nicholson, Assistant General Counsel, ENO Ltr & Mtn for Extension wExh UD-18-07 FINAL)
Entergy DNO No. 1. - J. Randy Young, Partner - KeanMiller - AP Stmt and ROR re. ENO 2026 Electric FRP Filing (TY25) (UD-18-07)
Entergy Other No. 1. - Jay Beatmann, Dentons US LLP UD-18-07 2026 FRP Report
Entergy Other No. 2. Shannon Anderson, Virtual Power Plant Policy Director - 2026 SUN comments on ENO TNO Proposals
Entergy Other No. 3. - Jason Simon, VP, Policy and Market Development - Enphase Energy Comments
Entergy Other No. 4. - Jesse S. George, NO Policy Director - AAE UD-26-01
Entergy Other No. 5. Stephen Wright, JD, Consultant, GSREIA Petition for Late Intervention and Initial Comments UD-26-01
Entergy Other No. 6. - Annie Clark, Finance NO - FNO Comments Docket UD-24-20

2. COMMUNICATION - FROM JEFFREY SCHWARTZ, DEPUTY MAYOR, ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and Community Foundation Realty, Inc., and a completed contract summary form, pursuant to Rule 57.4.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE ECONOMIC DEVELOPMENT AND SPECIAL DEVELOPMENT PROJECTS COMMITTEE.
(See Motion No. M-26-294).

Attachments: Jeffrey Schwartz_Energy Incubator Subrecipient Agreement

3. COMMUNICATION - FROM CYRIL R. MANEGO, CITY OF NEW ORLEANS AND NEW ORLEANS POLICE DEPARTMENT

Brief:
Submitting a proposed agreement between the City of New Orleans Police Department and Leads Online, LLC, and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE CRIMINAL JUSTICE COMMITTEE.

Attachments: LeadsOnline_Agency Agreement_Amend. No. 3 law edits
LeadOnline -Council-Contract-Approval-Request (1)

4. COMMUNICATION - FROM CYRIL R. MANEGO, CITY OF NEW ORLEANS AND NEW ORLEANS POLICE DEPARTMENT

Brief:
Submitting a proposed agreement between the City of New Orleans and the State of Louisiana CREST, and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE CRIMINAL JUSTICE COMMITTEE.

Attachments: K26-421_State of LA_CREST_MOU_7.8.26
CREST_Contract_Summary_Filled

5. COMMUNICATION - FROM TAMMIE WASHINGTON, OFFICE OF WORKFORCE DEVELOPMENT, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and the Greater New Orleans Development Foundation (GNODF), and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE COMMUNITY DEVELOPMENT COMMITTEE.

Attachments: GNODF CNO Grant Agreement
Contract Summary - GNODF agreement 06232026

6. COMMUNICATION - FROM JEFFREY E. SCHWARTZ, DIRECTOR, OFFICE OF COMMUNITY DEVELOPMENT, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and the Young Women's Christian Association of Greater New Orleans, and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE COMMUNITY DEVELOPMENT COMMITTEE.

Attachments: 2025 YWCA contract submission letter-REVISED
2025_YWCA_Contract_Summary_Filled
2025 YWCA_Eligibility Statement ATT F
2025 YWCA- Budget Cost Control Statement Att C
2025 YWCA CDBG_CAD Att A
2025 YWCA Legal Description Att B
2025 YWCA Loan Agreement (K25-1362; BRASS 8365)Final
2025 YWCA Regulatory Agreement (K25-1362; BRASS 8365)

7. REPORT - OF KAITLIN TYMRAK, P.E., GENERAL SUPERINTENDENT, SEWERAGE AND WATER BOARD OF NEW ORLEANS

Brief:
Submitting the Sewerage and Water Board legislative storm report for the flash flood warning that was issued for the New Orleans area on July 5, 2026, pursuant to La. R.S. § 33:4091, Section F.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Kaitlin Tymrak - Letter to Council Clerk - Legislative Storm Report - 07.05.2026
Report - Kaitlin Tymrak - 07.05.2026_LegislativeStormReport

8. REPORT - OF KAITLIN TYMRAK, P.E., GENERAL SUPERINTENDENT, SEWERAGE AND WATER BOARD OF NEW ORLEANS

Brief:
Submitting the Sewerage and Water Board legislative storm report for the flash flood warning that was issued for the New Orleans area on July 7, 2026, pursuant to La. R.S. § 33:4091, Section F.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Kaitlin Tymrak - Letter to Council Clerk - Legislative Storm Report - 07.07.2026
Report - Kaitlin Tymrak - 07.07.2026_LegislativeStormReport

9. REPORT - OF KAITLIN TYMRAK, P.E., GENERAL SUPERINTENDENT, SEWERAGE AND WATER BOARD OF NEW ORLEANS

Brief:
Submitting the Sewerage and Water Board legislative storm report for the flash flood warning that was issued for the New Orleans area on July 11, 2026, pursuant to La. R.S. § 33:4091, Section F.

Annotation:
MAY BE RECEIVED.

Attachments: Legislative Storm Report - 07.11.2026 - Cover Letter to Council Clerk
Legislative Storm Report

10. **REPORT - OF CASSANDRA B. ROBERT, MBA, FINANCE MANAGER, ORLEANS PARISH COMMUNICATION DISTRICT**

Brief:
Submitting the June 30, 2026 Orleans Parish Communication District Monthly Budget Report as required.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Cassandra B. Robert - 06.30.2026 OPCD Cover Letter - Signed
Report - Cassandra B. Robert - 2026 OPCD Monthly Report - 06.30.2026
Report - Cassandra B. Robert - 2026 OPCD Monthly Report - 06.30.2026

11. **REPORT - OF KIAH HOWARD, COMMUNITY ENGAGEMENT SPECIALIST, OFFICE OF THE INDEPENDENT POLICE MONITOR**

Brief:
Submitting a report for the month of June 2026, in accordance with City Code Section 2-62, No. 29130 (Calendar No. 33,818).

Annotation:
MAY BE RECEIVED.

Attachments: Report - Kiah Howard - Cover Letter for OIPM Report June 2026
Report - Kiah Howard - OIPM Monthly Report - June 2026

12. **REPORT - OF JENNIFER AVEGNO, MD, DIRECTOR, DEPARTMENT OF HEALTH, CITY OF NEW ORLEANS**

Brief:
Submitting the June 2026 documentation of all encampment clean-up efforts as required by Section 82-703.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Jennifer Avegno MD - June 2026 Encampment Report

13. REPORT - OF MICAH INCE, CHIEF OF STAFF AND STAFF AND EXECUTIVE ADA, ORLEANS PARISH DISTRICT ATTORNEY

Brief:
Submitting the Orleans Parish District Attorney's Office report for May 2026, in accordance with Section 2-63 of the City Code.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Micah Ince - Budget report cover letter (1)
Report - Micah Ince - 2026_Budget_Report_Template_Final May

14. REPORT - OF ROBERT D. RIVERS, EXECUTIVE DIRECTOR, CITY PLANNING COMMISSION, CITY OF NEW ORLEANS

Brief:
Transmitting Zoning Docket Numbers 47/26 - All Cms.; 64/26 - Cm. Hughes; and 65/26 - Cm. Harris; Cn. Deadline 9/21/26.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 8/6/26).

Attachments: Transmittal letter for 6-23-26 CPC meeting

15. CAL. NO. 35,474 - BY: COUNCILMEMBER KING

Brief:
An Ordinance to rescind Ordinance No. 26,276 MCS (Zoning Docket 123/14) and grant a planned development which authorizes the expansion of an indoor amusement facility, on Square 337, Lots 3A and 3-A1, in the Second Municipal District, bounded by North Broad Street, North Dorgenois Street, Saint Peter Street, and Toulouse Street **(Municipal Addresses: 636-650 North Broad Street)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 39/26)**

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35474

16. CAL. NO. 35,475 - BY: COUNCILMEMBER HARRIS

Brief:
An Ordinance to effect a zoning change from an HU-RD2 Historic Urban Two-Family Residential District to HU-MU Historic Urban Mixed-Use District, on Square 389, Lots 12 and 13 in the Fourth Municipal District, bounded by Jackson Avenue, South Claiborne Avenue, Josephine Street, and Willow Street **(Municipal Addresses: 2819-2821 Jackson Avenue)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 44/26)**

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35475

17. CAL. NO. 35,476 - BY: COUNCILMEMBER GREEN

Brief:
An Ordinance to effect a zoning change from an S-RS Suburban Single-Family District to an OS-N Neighborhood Open Space District, on Square 3038, Lots 6, 8-B, 9 and 10, in the Third Municipal District, bounded by Touro Street, Frenchmen Street, Mandolin Street, and Pelopidas Street **(Municipal Addresses: 4235-4237 Touro Street, 2110-2116 Mandolin Street)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 45/26)**

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35476

18. CAL. NO. 35,484 - BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD, MCCARRON AND KING (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30530 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026", to appropriate Housing Bond Funds to the Office of Housing and Community Development for FY24 and FY25 projects; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 6/24/26).
(Budget/Audit, Board of Review Committee recommended approval).

Attachments: 35484

19. **CAL. NO. 35,485 - BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD, MCCARRON AND KING (BY REQUEST)**

Brief:
An Ordinance to amend Ordinance No. 30531 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026", to appropriate Housing Bond Funds to the Office of Housing and Community Development for FY24 and FY25 projects; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 6/24/26).
(Budget/Audit, Board of Review Committee recommended approval).

Attachments: 35485

20. **MOTION - NO. M-26-293 - BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD AND McCARRON (BY REQUEST)**

Brief:
Adding the President of the Council as a signatory to amendment No. 2 to the contract between the City of New Orleans and OpenGov, Inc.; and authorizing the President of the Council to sign Amendment No. 2 to the contract between the City of New Orleans and OpenGov, Inc. (Exhibit A).

Annotation:
(This matter was introduced 7/23/26).
(Budget/Audit, Board of Review Committee recommended approval).

Attachments: M-26-293 w-Attachments

MOTION TO ADOPT CONSENT AGENDA AND REFER OTHER MATTERS TO THE PROPER AGENCY. AND THE CONSENT AGENDA WAS ADOPTED.

1. EXECUTIVE SESSION

Brief:
Executive session to discuss the following litigation:

- *Stanton Square, LLC v. The City of New Orleans, the New Orleans City Council, and Freddie King, III, in his official capacity as a member of the New Orleans City Council*, Case No. 23-5733, Sec. O, United States District Court for the Eastern District of Louisiana, Judge Brandon S. Long
- *Granaio, LLC v. City of New Orleans and John Does 1-20*, Case No. 26-01223-CLC, Courtroom 7, United States Bankruptcy Court for the Southern District of Florida, Judge Corali Lopez-Castro
- *John Johnson, et al. v. City of New Orleans, Helena Moreno, in her official capacity as Mayor of the City of New Orleans, the New Orleans City Council, and the Orleans Parish School Board Members in their official capacities*, Case No. 2:26-cv-01025, Sec. I, United States District Court for the Eastern District of Louisiana, Judge Lance M. Africk

Annotation:
SESSION TO BE HELD.

Attachments: Executive Session Public Notice 2026.07.23

REGULAR AGENDA

PUBLIC COMMENT RULES
All public comment shall comply with the following Council Rules:
- *Each commenter must personally submit a comment card to the Clerk.*
- *All commenters must state their names and addresses and whether they are being paid to appear.*
- *One comment per speaker, per item.*
- *Each comment must be entirely germane to the agenda item.*
- *Comments may not exceed two minutes.*
- *Ceding of time is not permitted.*
- *Each item is limited to 30 minutes of public comment.*

DEFERRAL RULES
Any annotation of a request to defer an agenda item is purely tentative until confirmed during the meeting. A request to defer an agenda item may be withdrawn or overruled pursuant to Council Rules.

POSTPONEMENT RULES
Unless subject to an earlier deadline or deferred to a specific date, legislative instruments will be postponed indefinitely and removed from future agendas if not acted upon within 120 days of first reading or appearance on a Council agenda.

1. HDLC APPEAL - OF CARLA D. TURNAGE, ON BEHALF OF DEO COMPANY/APPLICANT

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision to deny the application for demolition for property located at **2663 Iberville Street, 206-210 N Broad Street.**

Annotation:
(Cm. Harris, Cn. Deadline 8/8/26).
(Report received on 6/24/26).
WITHDRAWAL REQUESTED.

Attachments: Carla D. Turner HDLC Appeal 2663 Iberville St, 206-210 N. Broad St
Yvette Jett- HDLC Report - 2663 Iberville Street

2. **a. LEGISLATIVE GROUPING - HDLC APPEAL - OF GRANVILLE M. SEMMES III, OWNER/MANAGER OF GRANVILLE SEMMES CONSTRUCTION CO., LLC**

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision to deny the retention of deteriorated masonry and stucco for property located at **510 Race Street.**

Annotation:
(Cm. Harris, Cn. Deadline 8/8/26).
(Report received on 6/24/26).

Attachments: Granville M. Semmes III HDLC Appeal - 510 Race St - 1 - Ref 7BFZCN
Granville M. Semmes III HDLC Appeal - 510 Race St - 2- Result Letter
Yvette Jett- HDLC Report - 510 Race Street

3. **b. MOTION - NO. M-26-290 - BY: COUNCILMEMBER HARRIS**

Brief:
Denying the applicant's request at **510 Race Street** and affirming the HDLC's decision.

Annotation:
(This matter was introduced on 7/23/26).

Attachments: M-26-290

4. **a. LEGISLATIVE GROUPING - HDLC APPEAL - OF GRANVILLE M. SEMMES III, OWNER/MANAGER OF GRANVILLE SEMMES CONSTRUCTION CO., LLC**

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision to deny the retention of the deteriorated masonry and stucco, deteriorated entry gates and inappropriate uplighting fixtures for property located at **1510 Religious Street**.

Annotation:
(Cm. Harris, Cn. Deadline 8/8/26).
(Report received on 6/24/26).

Attachments: Granville M. Semmes III HDLC Appeal - 1510 Religious St - 1 - Ref K7B501
Granville M. Semmes III HDLC Appeal - 1510 Religious St - 2 - Result Letter
Yvette Jett- HDLC Report - 1510 Religious Street

5. **b. MOTION - NO. M-26-292 - BY: COUNCILMEMBER HARRIS**

Brief:
Denying the applicant's request at **1510 Religious Street** and affirming the HDLC's decision.

Annotation:
(This matter was introduced on 7/23/26).

Attachments: M-26-292

6. **a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 42/26 - CITY COUNCIL MOTION NO. M-26-93**

Brief:
Requesting to amend the definition of "dwelling, small multi-family affordable" in Article 26, Section 26.6 to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing and by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors, and consider related additional amendments to set reasonable requirements for this use, including but not limited to amendments to the use standards contained in **Article 20, Section 20.3.SSS** and the use tables throughout the CZO. The proposed text amendment would apply citywide. The recommendation of the City Planning Commission being "**FOR APPROVAL"**.

Annotation:
(All Cms., Cn. Deadline 8/17/26).

Attachments: ZD NO. 42/26 FINAL

7. **b. MOTION - NO. M-26-291 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for **ZD NO. 42/26**, subject to the recommendation made by the City Planning Commission.

Annotation:
(This matter was introduced on 7/23/26).

Attachments: M-26-291

8. **a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 49/26 - PROPERTYDOC, LLC**

Brief:
Requesting a Conditional Use to allow a vocational educational facility in the C-1 General Commercial District, on Square Deer Park, Section 24, Building #3, Unit 3D, Lot 3B8B, in the Third Municipal District, bounded by Lake Forest Boulevard, Deer Park Boulevard, Deer Trail and Farrar Canal **(Municipal Address: 10555 Lake Forest Boulevard - Suite 3D)**. The recommendation of the City Planning Commission being **"FOR APPROVAL"**, subject to 2 provisos.

Annotation:
(Cm. Hughes, Cn. Deadline 8/3/26).
ON DEADLINE.

Attachments: ZD NO. 49/26
Speaker Cards

9. **b. MOTION - NO. M-26-296 - BY: COUNCILMEMBER HUGHES**

Brief:
Approving the applicant's request for **ZD NO. 49/26**, subject to the two (2) provisos as recommended by the City Planning Commission.

Annotation:
(This matter was introduced on 7/23/26).

Attachments: M-26-296

10. **ZONING DOCKET NO. 50/26 - ESPLANADE VENTURES, LLC**

Brief:
Requesting a Zoning Change from an HU-RD1 Historic Urban Two-Family Residential District to a HU-RM1 Multi-Family Residential District and a conditional use to permit a principal bed and breakfast, on Square 761, Lot B, in the Third Municipal District, bounded by North Roman Street, Esplanade Avenue, North Derbigny Street and Kerlerec Street **(Municipal Address: 1731 Esplanade Avenue).** The recommendation of the City Planning Commission being **"FOR DENIAL"**.

Annotation:
(Cm. King, Cn. Deadline 9/7/26).

Attachments: ZD050-26 final Report

11. ZONING DOCKET NO. 58/26 - ALLISON & GLENN, INC.

Brief:
Requesting a Conditional Use to permit a hotel over 5,000 square feet in floor area in an HU-MU Historic Urban Neighborhood Mixed-Use District and the Transient Lodging Interim Zoning District, on Square 464, Lots 15 and 16, in the Seventh Municipal District, bounded by Earhart Boulevard, Short Street, Fern Street, and Oleander Street **(Municipal Address(es): 7979 Earhart Boulevard and 3127 Short Street).** The recommendation of the City Planning Commission being **"FOR APPROVAL"** subject to 2 provisos.

Annotation:
(Cm. Harris, Cn. Deadline 9/7/26).

Attachments: ZD058-26 Packet 6.10.2026

12. ZONING DOCKET NO. 60/26 - POU PROPERTIES, LLC

Brief:
Requesting a Conditional Use to permit a standard restaurant in the HU-B1 Historic Urban Neighborhood Business District and the Magazine Street Use Restriction Overlay District, on Square 153, Lot A, in the Fourth Municipal District, bounded by Sixth, Seventh, Camp and Magazine Streets **(Municipal Address: 2901 Magazine Street)**. The recommendation of the City Planning Commission being **"FOR APPROVAL"** subject to 3 provisos.

Annotation:
(Cm. Harris, Cn. Deadline 9/7/26).

Attachments: ZD060-26

13. a. LEGISLATIVE GROUPING - ZONING DOCKET NO. 61/26 - IGNATIUS J. MORALES, JR.

Brief:
Requesting a Conditional Use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District, on Square 17, Lot 21A, in the Sixth Municipal District, bounded by Camp, Audubon, Magazine and Broadway Streets **(Municipal Address: 139 Broadway Street)**. The recommendation of the City Planning Commission being **"FOR APPROVAL",** subject to 3 provisos.

Annotation:
(Cm. McCarron, Cn. Deadline 9/7/26).

Attachments: ZD061-26 Final Staff report

14. **b. MOTION - NO. M-26-286 - BY: COUNCILMEMBER MCCARRON**

Brief:
Approving and granting the applicant's request for **ZD NO. 61/26**, subject to the three (3) provisos recommended by the City Planning staff report.

Annotation:
(This matter was introduced on 7/23/26).

Attachments: M-26-286

15. **ZONING DOCKET NO. 62/26 - JAMES BEARD**

Brief:
Requesting a Zoning Change from an HU-RS Historic Urban Single-Family Residential District to an HU-RD2 Historic Urban Two-Family Residential District, on Square 1981, Lot V, in the Third Municipal District, bounded by Treasure, Deers, Benefit and Eads Streets **(Municipal Address: 2657-2659 Treasure Street)**. The recommendation of the City Planning Commission being **"FOR EFFECTIVE DENIAL"** for lack of legal majority.

Annotation:
(Cm. Green, Cn. Deadline 9/7/26).

Attachments: ZD062-26

16. **ZONING DOCKET NO. 63/26 - WELLS ONE INVESTMENTS, LLC**

Brief:
Requesting a Conditional Use to permit a bed-and-breakfast (accessory) in an HU-MU Historic Urban Mixed Use District and the Transient Lodging Interim Zoning District, on Square 211, Lot A, in the First Municipal District, bounded by Carondelet Street, Thalia Street, Saint Charles Avenue and Martin Luther King Jr. Boulevard **(Municipal address(es): 1428 Carondelet Street)**. The recommendation of the City Planning Commission being **"FOR APPROVAL"** subject to 1 waiver and 4 provisos.

Annotation:
(Cm. Harris, Cn. Deadline 9/7/26).

Attachments: ZD063-26 Final Report

17. **a. LEGISLATIVE GROUPING - CAL. NO. 34,385 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
An Ordinance to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 9/7/23).
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: 34385

18. **b. MOTION (LYING OVER) - NO. M-23-426 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

Annotation:
(This matter was introduced on 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: M-23-426 Lying Over

19. **c. MOTION (LYING OVER) - NO. M-23-427 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the Non-Commercial Short-Term Rental Interim Zoning District (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide. Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

Annotation:
(This matter was introduced 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: M-23-427 Lying Over

20. **CAL. NO. 35,117 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING**

Brief:
An Ordinance to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 5/8/25).
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: 35117

21. **CAL. NO. 35,384 - BY: COUNCILMEMBER MORRELL (BY REQUEST)**

Brief:
An Ordinance to reform and provide for the sustainability of the city's sanitation services by amending and reordaining Sections 138-57, 138-58, 138-59, 138-61, and 138-63 of the Code of the City of New Orleans to amend the city's sanitation fees and provide relative to the scope thereof; to expressly authorize initiatives intended to augment services by providing for periodic no-cost access to city transfer stations; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 3/12/26).
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: 35384
Speaker Cards

22. CAL. NO. 35,472 - BY: COUNCILMEMBER MCCARRON

Brief:
An Ordinance to establish a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #84, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain **(Municipal Address: 8112 Breakwater Drive)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 22/26)**

Annotation:
(This matter was introduced 6/24/26).
(Cm. Morrell voted "Nay").

Attachments: 35472

23. CAL. NO. 35,473 - BY: COUNCILMEMBER MCCARRON

Brief:
An Ordinance to establish a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #85, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain **(Municipal Address: 8114 Breakwater Drive)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 23/26)**

Annotation:
(This matter was introduced 6/24/26).
(Cm. Morrell voted "Nay").

Attachments: 35473

24. CAL. NO. 35,477 - BY: COUNCILMEMBERS KING AND HARRIS (BY REQUEST)

Brief:
An Ordinance to ordain and establish Chapter 70, Article III, Division 56 of the Code of the City of New Orleans, consisting of sections 70-415.350 through 70-415.354, for the purpose of creating the Crescent City Connection Bridge Lighting Fund to manage funding for decorative bridge lighting; to ordain and establish Chapter 146, Article XIV of the Code, consisting of sections 146-786 through 146-793, to provide relative to the maintenance, operation, and purchase by third parties of decorative lighting on the Crescent City Connection; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35477

25. CAL. NO. 35,478 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
An Ordinance to grant a non-exclusive wireless franchise to SQF, LLC dba VERTA to construct, maintain, operate, and authorize new wireless facilities on and under the public rights-of-way within the corporate limits of the City of New Orleans, with locations subject to the approval of the Grantor, to provide for annual payments, and the furnishing of a surety bond; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35478

26. CAL. NO. 35,479 - BY: COUNCILMEMBER KING (BY REQUEST)

Brief:
An Ordinance authorizing the acquisition by the City of New Orleans (City) from the New Orleans Redevelopment Authority (NORA) of (a) 900 Elmira Avenue, designated as the front portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (b) 909-15 Homer Street, designated as the rear portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (c) 3617 Third Street, designated as part of lot 15 in square 459 of the Fourth Municipal District; (d) 3621 Third Street, designated as lots B, C, E, & F in square 459 of the Fourth Municipal District; and (e) 3623 Third Street, designated as lot G in square 459 of the Fourth Municipal District (collectively, the "**NORA Properties**"); authorizing the transfer of the land and improvements comprising 2021 Danneel Street, designated as Lot A1 in square 293 of the Fourth Municipal District (the "**City Property**"); and otherwise provide with respect thereto.

Annotation:
(This matter was introduced 6/24/26).

Attachments: 35479

27. CAL. NO. 35,483 - BY: COUNCILMEMBER MORRELL

Brief:
An Ordinance to require continued use of the City's current enterprise resource planning system (BRASS) by the Orleans Parish Clerk of Court; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 6/24/26).

Attachments: 35483

28. CAL. NO. 35,487 - BY: COUNCILMEMBER HARRIS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30530 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026", to appropriate funds to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 6/24/26).
(Budget/Audit, Board of Review Committee made "No Recommendation").

Attachments: 35487

29. CAL. NO. 35,488 - BY: COUNCILMEMBER HARRIS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30531 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026", to appropriate funds to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 6/24/26).
(Budget/Audit, Board of Review Committee made "No Recommendation").

Attachments: 35488

30. a. LEGISLATIVE GROUPING - CAL. NO. 35,491 - BY: COUNCILMEMBER MORRELL

Brief:
An Ordinance to amend and reordain sections 34-3, 34-14, 34-17, 34-18, 34-19, 34-24, 34-28, 34-33, 34-48, 34-49 of Chapter 34 and section 54-420 of Chapter 54 of the Code of the City of New Orleans to provide relative to the regulation of carnival, including to increase the fine for violations of the provisions of Chapter 34; update requirements for parade permit applications and float parade elements; to prohibit glass and smoking on floats and glass throws; to establish that violations of certain provisions constitute a criminal offense; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 7/9/26).

Attachments: 35491

31. b. AMENDMENT TO CAL. NO. 35,491 - BY: COUNCILMEMBER MORRELL

Brief:
An amendment to Cal. No. 35,491 to allow the throwing of branded personal items; to clarify language; and otherwise to provide in respect thereto.

Annotation:
(This matter was introduced 7/23/26).

Attachments: 35491 Amendment

32. CAL. NO. 35,492 - BY: COUNCILMEMBER HARRIS (BY REQUEST)

Brief:
An Ordinance to waive the requirements of Section 70-12 of the City Code applicable to the Cooperative Endeavor Agreement between the City of New Orleans (the "City") and Mercy Partners, LLC, approved on April 23, 2026 by Ordinance No. 30,642, M.C.S. (the "Mercy Partners CEA"); and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 7/9/26).

Attachments: 35492

33. CAL. NO. 35,500 - BY: COUNCILMEMBER GREEN (BY REQUEST)

Brief:
An Ordinance to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement Amendment No. 1 ("CEA") between the City of New Orleans (the "City"), and Toole Design Group, LLC and Fehr & Peers, relative to develop, refine and implement data applications that address specific roadway safety problems for the Safe Streets and Road for All Program, the provisions thereof as set forth more fully in the CEA form Exhibit "A" and made a part hereof; and otherwise to provide with respect thereto .

Annotation:
(This matter was introduced 7/9/26).

Attachments: 35500

34. CAL. NO. 35,503 - BY: COUNCILMEMBER MCCARON (BY REQUEST)

Brief:
An Ordinance to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML2-22-03) as set forth more fully in the CEA form Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 7/9/26).

Attachments: 35503

35. MOTION (LYING OVER) - NO. M-26-44 - BY: COUNCILMEMBERS HARRIS, WILLARD, MORRELL, MCCARRON AND KING

Brief:
Submitting for Council approval, the following amendment(s) to the Classified Pay Plan (Chief Administrative Office) as adopted by the Civil Service Commission at its October 29, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective February 1, 2026.

Annotation:
(This matter was introduced 1/27/26).
(Budget/Audit, Board of Review Committee made "No Recommendation").

Attachments: M-26-44 Lying Over

36. MOTION (LYING OVER) - NO. M-26-242 - BY: COUNCILMEMBER HARRIS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Fire) as adopted by the Civil Service Commission at its May 21, 2026 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective June 21, 2026.

Annotation:
(This matter was introduced 6/18/26).
(Budget/Audit, Board of Review Committee made "No Recommendation").
DEFERRAL REQUESTED TO THE MEETING OF 8/6/26.

Attachments: M-26-242 Lying Over

37. MOTION (LYING OVER) - NO. M-26-272 - BY: COUNCILMEMBER MCCARRON

Brief:
A MOTION directing the City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance, to implement, with the certain modifications, the Commission's recommendations of as reported in its *Cannabis, Tobacco,* and *Nicotine Study*.

Annotation:
(This matter was introduced on 7/9/26).

Attachments: M-26-272 Lying Over

38. **RESOLUTION (LYING OVER) - NO. R-26-275 - BY: COUNCILMEMBERS MCCARRON, MORRELL, HARRIS AND GREEN**

Brief:
IN RE: RULEMAKING PROCEEDING TO ESTABLISH RULES FOR COMMUNITY SOLAR PROJECTS

DOCKET NO. UD-18-03

RESOLUTION AND ORDER DIRECTING ENTERGY NEW ORLEANS, LLC TO IMPLEMENT A CONSOLIDATED BILLING PROGRAM FOR THE COMMUNITY SOLAR PROGRAM

Annotation:
(This matter was introduced on 7/9/26).

Attachments: R-26-275 Lying Over

39. **MOTION - NO. M-26-284 - BY: COUNCILMEMBER MORRELL**

Brief:
Directing City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, regarding fence and wall regulations to add the neighborhoods of Lake Terrace and Lake Oaks to Section 21.6.N.2.a and to delete Section 21.6.N.4.

Annotation:
(This matter was introduced 7/23/26).

Attachments: M-26-284

40. **MOTION - NO. M-26-285 - BY: COUNCILMEMBER MORRELL**

Brief:
A MOTION recognizing the anniversary of Hurricane Katrina, one of the worst man-made disasters in our nation's history that caused inconceivable devastation and immense hardship and heartbreak here in New Orleans and throughout the Gulf Coast region.

Annotation:
(This matter was introduced 7/23/26).

Attachments: M-26-285

41. MOTION - NO. M-26-287 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's appointment of Damien Lebouef (vice Edward Levert, Jr.) as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2029.

Annotation:
(Questionnaire received).
(This matter was introduced 7/23/26).

Attachments: M-26-287 w-Questionnaire

42. MOTION - NO. M-26-288 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's appointment of Michael Kerrigan (vice Marc Kullman) as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2030.

Annotation:
(Questionnaire received).
(This matter was introduced 7/23/26).

Attachments: M-26-288 w-Questionnaire

43. MOTION - NO. M-26-289 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Ratifying, confirming and approving the Mayor's reappointment of Charley Richard as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2031.

Annotation:
(Questionnaire received).
(This matter was introduced 7/23/26).

Attachments: M-26-289 w-Questionnaire

44. MOTION - NO. M-26-294 - BY: COUNCILMEMBER KING (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the subrecipient agreement between the City of New Orleans and Community Foundation Realty, Inc.; and authorizing the President of the Council to sign the subrecipient agreement between the City of New Orleans and Community Foundation Realty, Inc., (Exhibit A).

Annotation:
(This matter was introduced 7/23/26).

Attachments: M-26-294 w-Attachments

45. MOTION - NO. M-26-295 - BY: COUNCILMEMBER MORRELL

Brief:
Requesting and authorizing the President of the Council (a) to execute a sixth amendment to the professional services agreement between the City Council of New Orleans and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C. (K-26-505), extending the term for one year and increasing the maximum compensation payable under the agreement by $65,000 and (b) to execute a third amendment to the professional services agreement between the City Council of New Orleans and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C. (K-26-461), extending the term for one year and increasing the maximum compensation payable under the agreement by $275,000. In addition to the foregoing, any amendment authorized herein may contain such other provisions as may be necessary or desirable to accomplish the purposes of this Motion and to ensure the continuity of services.

Annotation:
(This matter was introduced 7/23/26).

Attachments: M-26-295

46. ORDINANCES ON FIRST READING

SPECIAL ORDERS OF BUSINESS

1. FIRST ORDER OF BUSINESS - PRESENTATION - JOHN ANDERSON, 9th CALVARY AND 25th INFANTRY REGIMENTS, BUFFALO SOLDIERS OF LOUISIANA

Brief:
Recognizing the 160th anniversary of the Buffalo Soldiers.

Annotation:
(Cm. Green).
TO APPEAR.

2. SECOND ORDER OF BUSINESS - PRESENTATION - DR. KEITH FERDINAND

Brief:
Recognizing local physician Dr. Keith Ferdinand who was named National Physician of the Year by the American Heart Association.

Annotation:
(Cm. Green).
TO APPEAR.

MEMORANDUM

TO:	Clerk of Council
FROM:	Erin Spears, Chief of Staff & Counsel, Council Utilities Regulatory Office
DATE:	July 20, 2026
SUBJECT:	Communications Related to Electric and Gas Utility Matters

Madame Clerk,

Please accept this memorandum as the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on July 23, 2026.

Communications from Entergy New Orleans, LLC

1. Securitized Storm Cost Recovery Rider Annual True-up Filing, UD-14-01
2. Supplemental Filing, UD-24-02
3. Comments, UD-26-01
4. Motion for Extension of the Electric Formula Rate Plan Rider, UD-18-07

Communications from Delta New Orleans Gas Company, LLC

1. 2026 Electric Formula Rate Plan Statement and Reservation of Rights, UD-18-07

Other Communications

1. Investigation and Review of ENO's 2026 Electric and Gas Formula Rate Plan Evaluation Filings, submitted by Dentons, UD-18-07
2. Comments, submitted by Solar United Neighbors, UD-24-02
3. Comments, submitted by Enphase Energy, UD-24-02
4. Comments, submitted by Alliance for Affordable Energy, UD-26-01
5. Petition for Late Intervention, submitted by Gulf States Renewable Energy Industries Association, UD-26-01
6. Comments, submitted by Finance New Orleans, UD-24-02

Kevin T. Boleware
Manager – Regulatory Affairs
Entergy New Orleans, LLC
504-670-3673 | kbolewa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

July 15, 2026

VIA ELECTRONIC DELIVERY
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112

Re: ***Application of Entergy New Orleans, Inc. for Certification of Costs Related to Hurricane Isaac, and for Related Relief and Application of Entergy Louisiana, LLC for Recovery in Rates of Costs Related to Hurricane Isaac, and Related Relief in the Fifteenth Ward of New Orleans (Algiers), Docket No. UD-14-01 (Phase II)***

Dear Clerk of Council:

Pursuant to the Financing Order adopted in Resolution R-15-193 on May 14, 2015 in regard to the *Application of Entergy New Orleans, Inc. for Certification of Costs Related to Hurricane Isaac, and for Related Relief and Application of Entergy Louisiana, LLC for Recovery in Rates of Costs Related to Hurricane Isaac, and Related Relief in the Fifteenth Ward of New Orleans (Algiers), Docket No. UD-14-01* (Phase II) (the "Financing Order"), Entergy New Orleans, Inc. ("ENO") as Servicer of the Storm Recovery Bonds or any successor Servicer on behalf of the trustee as assignee of the SPE shall ENO shall apply annually for a mandatory periodic revision of the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider – SSCO ("Rider SSCO"). Using the formula approved by the Council in the Financing Order, this revision filing modifies the variables used in the formula and provides the resulting revision to the Rider SSCO Rate Adjustment, which is expressed as a percentage of base rate revenues and calculated in accordance with the Financing Order. The assumptions underlying the current Rider SSCO Rate Adjustment were submitted by ENO in a previous filing dated July 15, 2025.

Accordingly, enclosed for your further handling is a copy of the annual Revision to the Rate Adjustment shown in Attachment "A" to the Rider SSCO.

The following materials are provided with this letter:

1) NOTICE identifying the nature of the enclosed filing and stating the right of the public to inspect and copy same;

2) A cover sheet Summary of the enclosed filing summarizing the contents of and describing the effects thereof; and

3) A copy of the Rider SSCO Rate Adjustment filing.

On July 15, 2026, ENO is also providing its filing of the Rider SSCO Rate Adjustments and supporting work papers to the Council's Advisors via electronic mail to facilitate timely confirmation of ENO's calculations as per the requirements of Resolution R-15-193. Certain of the information provided to the Council's Advisors contained Highly Sensitive Protected Materials, which information provided to the Advisors in accordance with the Council's Official Protective Order.

Should you have any questions regarding any of the above, please don't hesitate to contact me.

Sincerely,

Kevin T. Boleware

KTB/dns

Enclosures

cc: Official Service List Council Docket No. UD-14-01 (Phase II)

N O T I C E

Attached is a cover sheet summarizing the contents of the annual Revision to the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider - SSCO ("Rider SSCO"). This filing is made by Entergy New Orleans, LLC ("ENO") with the Council of the City of New Orleans ("Council") pursuant to the Financing Order adopted in Resolution R-15-193 in Council Docket No. UD-14-01 (Phase II). The cover sheet summarizes the filing and attached to the cover sheet summary is a copy of the filing so that anyone who wishes to may review the same and may make a copy at his/her expense. A copy of this notice, the summary and the filing will be deposited at the main branch and every operational satellite branch of the New Orleans Public Library within the City of New Orleans, the office of the Clerk of Council of the City of New Orleans, and also at the ENO Customer Care Centers.

ENTERGY NEW ORLEANS, LLC

SUMMARY OF ENTERGY NEW ORLEANS, LLC'S ANNUAL REVISION TO THE RATE ADJUSTMENT SHOWN IN ATTACHMENT "A" TO THE SECURITIZED STORM COST OFFSET RIDER – SSCO

Pursuant to the Financing Order adopted in Resolution R-15-193 in Council Docket No. UD-14-01 (Phase II), Entergy New Orleans, LLC ("ENO") must file an annual revision to the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider – SSCO ("Rider SSCO").

The estimated effects of the Annual Revision to the Rate Adjustment shown in Attachment "A" to the Rider SSCO on typical electric bills effective August 2026 are as follows:

Estimated Typical Monthly Electric Bill					
Customer Type	**Energy (kWh)**	**Demand (kW)**	**Present Rate**	**Proposed Rate**	**Difference**
Residential Legacy	1,000	-	$146.16	$146.16	$0.00
Residential Algiers	1,000	-	$141.68	$141.68	$0.00
Small Electric Legacy	9,125	50	$1,475.28	$1,475.28	$0.00
Small Electric Algiers	9,125	50	$1,430.12	$1,430.12	$0.00
Large Electric	91,250	250	$10,718.02	$10,718.02	$0.00
Large Electric Algiers	91,250	250	$10,389.92	$10,389.92	$0.00

ENTERGY NEW ORLEANS, LLC

Written comments should be filed with the City Council Utilities Regulatory Office -City Hall, Room 6E07, 1300 Perdido Street, New Orleans, LA 70112. Phone (504) 658-1110 for more information.

Kevin T. Boleware
Manager – Regulatory Affairs
Entergy New Orleans, LLC
504-670-3673 | kbolewa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

July 15, 2026

City of New Orleans
Public Libraries

Re: *Application of Entergy New Orleans, Inc. for Certification of Costs Related to Hurricane Isaac, and for Related Relief and Application of Entergy Louisiana, LLC for Recovery in Rates of Costs Related to Hurricane Isaac, and Related Relief in the Fifteenth Ward of New Orleans (Algiers), Docket No. UD-14-01 (Phase II)*

Entergy New Orleans, LLC ("ENO") hereby deposits with the main branch of the New Orleans Public Library and each satellite branch in the Company's service territory for public inspection and copying, at the expense of the person requesting any copies, the following documents that relate to the July 15, 2026 filings on behalf of ENO:

1) NOTICE identifying the nature of the annual Revision to the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider – SSCO and stating the right of the public to inspect and copy same;

2) A cover sheet Summary of the enclosed filing summarizing the contents of and describing the effects thereof; and

3) A copy of the enclosed filing.

Certain portions of the filing and supporting workpapers contain information that is designated as Highly Sensitive Protected Materials ("HSPM"). The HSPM materials are being produced only to the appropriate Reviewing Representatives under the terms of the provisions of the Official Protective Order adopted pursuant to Council Resolution R-07-432 relative to the disclosure of Protected Materials.

Sincerely,

Kevin T. Boleware

KTB\dns
Enclosures
cc: Official Service List (UD-14-01 (Phase II) *via electronic mail)*

Kevin T. Boleware
Manager – Regulatory Affairs
Entergy New Orleans, LLC
504-670-3673 | kbolewa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

July 15, 2026

VIA ELECTRONIC DELIVERY
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112

Re: ***Advertisement to be published within one week*** in the Official Journal of the City of New Orleans ("the *"Times Picayune"*) of the attached Notice & Summary of Entergy New Orleans, Inc.'s the Semi-annual True-up of the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Recovery Rider SSCR and the Annual Revision to the Rate Adjustment Shown in Attachment "A" to the Securitized Storm Cost Offset Rider – SSCO

Dear Clerk of Council:

Enclosed is a copy of the "Notice and Summary" for the above referenced filing of Entergy New Orleans, LLC. This advertisement must be published within one week in the official journal of the City of New Orleans (*"Times Picayune"*). The Times Picayune has an account for Entergy New Orleans, LLC and can bill the Company directly. Please expedite this advertisement to be placed, as it is time sensitive. The Company further requests the notice to be run once a week for three consecutive weeks beginning as soon as the notice can be placed with the publisher.

Thank you for your courtesy and assistance with this matter. If you have any questions, please contact Kevin Boleware on (504) 670-3673.

Sincerely,

Kevin T. Boleware

KTB\dns

Enclosures
cc: Erin Spears
Sara K. Bynum (w/native Word file of Notice & Summary sent by e-mail) to sara.bynum@nola.gov

N O T I C E

Attached is a cover sheet summarizing the contents of the annual Revision to the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider - SSCO ("Rider SSCO"). This filing is made by Entergy New Orleans, LLC ("ENO") with the Council of the City of New Orleans ("Council") pursuant to the Financing Order adopted in Resolution R-15-193 in Council Docket No. UD-14-01 (Phase II). The cover sheet summarizes the filing and attached to the cover sheet summary is a copy of the filing so that anyone who wishes to may review the same and may make a copy at his/her expense. A copy of this notice, the summary and the filing will be located at the main branch and every operational satellite branch of the New Orleans Public Library within the City of New Orleans, the office of the Clerk of Council of the City of New Orleans, and also at the ENO Customer Care Centers located in Orleans Parish.

SUMMARY OF ENTERGY NEW ORLEANS, LLC'S ANNUAL REVISION TO THE RATE ADJUSTMENT SHOWN IN ATTACHMENT "A" TO THE SECURITIZED STORM COST OFFSET RIDER – SSCO

Pursuant to the Financing Order adopted in Resolution R-15-193 in Council Docket No. UD-14-01 (Phase II), Entergy New Orleans, LLC ("ENO") must file an annual revision to the Rate Adjustment shown in Attachment "A" to the Securitized Storm Cost Offset Rider – SSCO ("Rider SSCO").

The estimated effects of the Annual Revision to the Rate Adjustment shown in Attachment "A" to the Rider SSCO on typical electric bills effective August 2026 are as follows:

Estimated Typical Monthly Electric Bill					
Customer Type	**Energy (kWh)**	**Demand (kW)**	**Present Rate**	**Proposed Rate**	**Difference**
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Large Electric	91,250	250	$10,718.02	$10,718.02	$0.00
Large Electric Algiers	91,250	250	$10,389.92	$10,389.92	$0.00

ENTERGY NEW ORLEANS, LLC

Written comments should be filed with the City Council Utilities Regulatory Office -City Hall, Room 6E07, 1300 Perdido Street, New Orleans, LA 70112. Phone (504) 658-1110 for more information.

ENTERGY NEW ORLEANS, LLC
ELECTRIC SERVICE

RIDER SSCO

Effective Date: December 1, 2017
Filed Date: December 21, 2017
Supersedes: SSCO Effective 7/30/15
Schedule Consists of: One Page and Attachment A

SECURITIZED STORM COST OFFSET RIDER - SSCO

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of Entergy New Orleans, LLC to all customers served under any retail electric rate schedule* and/or rider schedule* or Special Contract Rates pursuant to the Council of the City of New Orleans (the "Council") orders in Docket No. UD-14-01.

II. NET MONTHLY RATE

There shall be added to each monthly bill for electric service an adjustment as approved by the Council. Each Net Monthly Bill shall be adjusted by the appropriate rate shown in Attachment A.

III. ANNUAL REVIEW AND FILING

Beginning in 2016 and concurrent with the filing for the first adjustment to Rider SSCR, ENOL shall file a revised Attachment A containing a revised Rate Adjustment. The revised Rate Adjustment shall become effective for bills rendered on and after the first billing cycle for the month of August of the filing year and shall then remain in effect until changed pursuant to the provisions of this Rider.

Attachment A
Page 1 of 1
Effective Date: 7/30/2026

ENTERGY NEW ORLEANS, LLC
SECURITIZED STORM COST OFFSET RIDER SSCO

SSCO RATE

All Rate Classes	0.0137%	CR

*Excluding Schedules AFC, AMO, BRAR, CSGF, DTK, EAC, EECR, EFRP, EVCI, FAC, GPO, IRAR-E, MES, MISO, PPCR, PPS, R-3, R-8, RPCEA, SMS, SSCR, SSCRII, and SSCOII.

Entergy New Orleans, LLC
1600 Perdido Street Bldg 505
New Orleans, LA 70112
Tel 504 670-3680
swill62@entergy.com

Sharonda Williams
VP – Regulatory & Public Affairs

July 6, 2026

Via Electronic Delivery
Clerk of Council
Clerkofcouncil@la.gov
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Supplemental Filing Ordered in Resolution No. R-26-258 (CNO Docket No. UD-24-02)

Dear Clerk of Council:

I write to you regarding Council Resolution No. R-26-258, Ordering Paragraph 1, which directs Entergy New Orleans ("ENO" or the "Company") to make a filing with the Council by July 6, 2026. The Resolution states that this filing should provide additional information to supplement the Company's Implementation Plan filed March 2, 2026, and Supplemental Implementation Plan filed May 26, 2026.

In response to Ordering Paragraph 1.c, please see Table 1, below, which breaks down the administrative budget proposed by ICF for the Third Party Incentive Administrator ("TPIA") scope of services.

Table 1

ENO Battery Program Implementation Cost—ICF				
Price Category	**Year 1**	**Year 2**	**Year 3**	**Total**
Delivery	$363,397	$311,781	$321,835	$997,014
IT	$264,468	$210,965	$216,235	$691,669
Marketing	$94,365	$73,730	$75,855	$243,950
Customer Care	$26,294	$18,715	$19,524	$64,534
Total	**$748,525**	**$615,192**	**$633,450**	**$1,997,166**

For the other three subparts of Ordering Paragraph 1, the Company provides the following information. The Company's HSPM discovery response to ADV 4-8 provided current and known information regarding Energy Hub costs. While it is expected that additional EnergyHub costs

beyond program year 3 would presumably be de minimis, those amounts are still unknown and would need to be negotiated and contracted. Regarding ongoing evaluation, measurement, and verification estimated costs, the Company assumed that those program costs would continue to be included in future Energy Smart Implementation Plan filings addressing Program Years 19 and beyond.

For Ordering Paragraph 1.b, please refer to ENO's discovery response to ADV 3-5. The Company's operational goal and objective is to implement the program created by the Council. It will administer upfront and ongoing incentives and take steps to register relevant demand response programs with MISO with the intention of receiving net market revenues that can be flowed back to ENO customers.

For Ordering Paragraph 1.d, please refer to the Company's response to ADV 3-11. The $2 million funding for system studies and upgrades recognizes that many projects may trigger the need for studies to be able to interconnect. The table of costs for typical DER interconnections shared on the Company's Community Solar webpage provides directional guidance, but it is not possible to provide more granular information until specific projects are submitted.

Please let me know if you have any questions about this.

Sincerely,

Sharonda Williams

Enclosure
cc: Official Service List UD-24-02 (via electronic mail)

Regina Bartholomew-Woods
Assistant General Counsel
Entergy Services, LLC
504-576-5973 | rbartho@entergy.com
639 Loyola Avenue, New Orleans, LA 70113

July 17, 2026

Via Electronic Delivery
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

In Re: **Rulemaking to Consider Revisions to the Integrated Resource Planning Rules With Respect to Distributed Energy Resources (CNO Docket No. UD-26-01)**

Dear Clerk of Council:

Entergy New Orleans, LLC ("ENO" or "the Company") submits these Comments on Proposed Changes to the Integrated Resource Planning Rules pursuant to the Council's request in Resolution No. R-26-220.

ENO submits this filing electronically in accordance with Council regulations.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Regina Bartholomew-Woods

RBW/bkd
Enclosures
cc: Official Service List (*via email)*

BEFORE THE

COUNCIL OF THE CITY OF NEW ORLEANS

IN RE: RULEMAKING TO CONSIDER REVISIONS TO THE INTEGRATED RESOURCE PLANNING RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES	**)** **)** **)** **)** **)**	**DOCKET NO. UD-26-01**

COMMENTS OF ENTERGY NEW ORLEANS, LLC ON PROPOSED CHANGES TO THE INTEGRATED RESOURCE PLANNING RULES

Entergy New Orleans, LLC ("ENO" or "the Company") submits these comments pursuant to Resolution No. R-26-220 regarding the proposed modifications and comments filed June 18, 2026, by the Council's Advisors ("Advisors ") and Alliance for Affordable Energy ("AAE") to the Integrated Resource Planning ("IRP") Rules (the "Rules") previously adopted by the Council in Resolution No. R-17-429, dated August 10, 2017.

COMMENTS

Advisors' Proposed Modifications

As an initial matter, the Company notes that the Advisors' proposed definitions of Distributed Energy Resources in Section 2.A.6 and Distributed Resources in Section 2.A.8 align with those submitted by the Company on June 18. These definitions will better describe these resources for purposes of inclusion in the IRP studies and analyses.

The Company suggests that the Advisors' proposed edits to Section 2.A.10, Integrated Resource Planning, are acceptable to the extent they acknowledge that utility planning involves consideration of transmission and distribution systems as well as supply-side and demand-side resources and programs. However, to go further and attempt to incorporate holistic transmission and distribution planning and the optimized selection of DERs in portfolios into the IRP process would present numerous issues.

The current Aurora model that the System Planning and Operations ("SPO") uses to optimize the future buildout of resources under combinations of Planning Scenarios and Strategies (i.e., capacity expansion modeling) does not contain a detailed representation of the transmission or distribution systems. SPO can still model distribution-connected resources and include them in optimization, assuming they are given the relevant cost and performance inputs, although this type of modeling does not evaluate possible benefits of distribution connected resources, such as deferring or avoiding otherwise-needed transmission or distribution projects.[1] Distribution lines, transmission lines, and other upgrades that do not provide capacity or energy are not valid inputs for the capacity expansion model. Transmission planning is largely accomplished through the MTEP process, which is administered by the Midcontinent Independent System Operator ("MISO"). This process is entirely separate from the Council's IRP dockets and is not materially influenced by the IRP process. Attempting to incorporate transmission planning into the IRP process would be a waste of time and resources, given the existence of the MTEP process, MISO's role in transmission planning, and the fact that ENO is located within its own Transmission Pricing Zone ("TPZ").

Manual portfolios offer a way to evaluate specific types and amounts of DERs, and were used in the 2024 IRP to address the requested Stakeholder Scenario and Strategy which specified inclusion of certain amounts and types of DERs. The Company expects manual portfolios could be useful for addressing specific portfolios in future IRPs as well, and that Section 7.G should be edited to contemplate that method of portfolio development. Section 6.E was included in the IRP

[1] To capture such benefits in the capacity expansion modeling, there would need to be a transmission and/or distribution systemwide DER study conducted for ENO to determine where DERs could be located to provide avoided T&D project benefits. Then SPO could net those costs against the gross costs of the DERs and model the net cost to compete with supply side alternatives for purposes of creating optimized IRP portfolios. To produce such studies would add cost and time to the IRP process.

Rules for ENO to provide information on its progress in developing the ability to evaluate possible distribution system benefits from added DERs. ENO will continue to comply with this requirement in its IRPs as it adds functionality in this area.

In Section 3.A.3, it is unclear what the addition of the word "outages" is attempting to address. While thermal unit outage rates based on historical data are already used in IRP modeling, ENO cannot anticipate and mitigate the risk of outages on the distribution or transmission grid in the IRP planning process. ENO would propose to remove that addition subject to further clarification from the Advisors.

Regarding the proposed changes to Section 4.A.2, the load forecast reflects as decrements to load the organic adoption of customer-controlled DERs such as net metered solar, as shown in Table 1 included in the Company's June 18 comments, while Company- or customer-owned/controlled DERs are modeled as supply side resources in the AURORA model and do not affect the load forecast. The Company believes that the proposed changes are intended to capture those points but would ask that the Advisors clarify if not.

Regarding the proposed changes to Section 4.A.6, ENO can provide the assumed reductions to the load forecast due to net metered solar as part of the discussion in the IRP Report. However, reductions due to organic energy efficiency or company-run DSM programs are built into the load forecast regression model as an input variable so separating those elements could present a challenge. Additionally, as ENO combines organic EE and OpCo DSM together, separating the effects of the two could be problematic.

The Company does not oppose the Advisors' proposal to remove the >300 kW threshold from the requirement in Section 4.E, given that the annual DER filing made by ENO pursuant to Resolution No. R-21-153 satisfies this requirement.[2]

In Section 5.A.4.c, Potential Demand-Side resources, the Advisors propose to remove the requirement that the DSM potential study incorporate the four main benefit-cost tests from the California Standard Practice Manual and instead allow the required tests to be specified in the IRP initiating resolution. ENO has used the California Standard Practice Manual (as well as the New Orleans Technical Reference Manual ("NO TRM"), which the Council required ENO, the Advisors and Stakeholders to develop and which development required time and financial resources) throughout the first 16 Program Years of Energy Smart and finds the trend analysis to be extremely beneficial for planning a mature portfolio and suggests that these tests continue to be performed as part of the potential study. To the extent the Council decides to add other cost-benefit tests to the DSM potential study from the National Standards Practice Manual or other sources that are not broadly recognized industry standards, or which have not been specifically tailored to ENO's operations, like the NO TRM, consideration should be given to the time involved in developing the inputs and understanding the outputs of those methods.

Edits in Sections 7.J and 9.A refer to "DER expansion," a term that does not appear elsewhere in the Rules. It is not clear whether this is intended to refer to portfolios that include DERs, some aspect of the DSM potential study, or another concept. ENO requests clarification on the intended meaning.

[2] The Company recently made its annual DER filing for 2025 on June 12, 2026.

AAE Comments

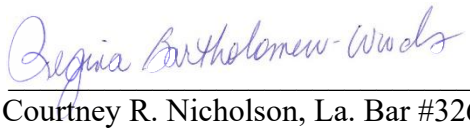
While the AAE did not propose specific edits to the IRP Rules, it raised several issues regarding inclusion of DERs in portfolio modeling and the DSM potential study. As discussed above, the Aurora capacity expansion software can evaluate DERs if given the necessary cost and performance inputs, although it cannot quantify benefits associated with avoided T&D projects. Manual portfolios can also be used to analyze different levels and types of DERs, as was done in the 2024 IRP.

In the DSM Potential Study, the potential of DERs as standalone grid-connected devices would need to be studied as an additional component beyond the DSM and DR potential normally evaluated. ENO has considered adding this additional scope to the potential study for the 2027 IRP and can discuss that possibility, as well as any necessary modifications to the IRP schedule associated with these efforts, with the parties at the appropriate time.

CONCLUSION

ENO appreciates the opportunity to provide these comments regarding the potential changes to the IRP process.

Respectfully submitted,

By: 

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ATTORNEYS FOR
ENTERGY NEW ORLEANS, LLC

CERTIFICATE OF SERVICE
CNO Docket No. UD-26-01

I hereby certify that I have served the required number of copies of the foregoing pleading upon all other known parties of this proceeding individually and/or through their attorney of record or other duly designated individual.

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New Orleans, LA 70125

New Orleans, Louisiana, this 17th day of July, 2026.

Regina Bartholomew-Woods

Courtney R. Nicholson
Assistant General Counsel
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July 20, 2026

Via Electronic Delivery
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

Re: ***Entergy New Orleans, LLC's Motion for Extension of Electric Formula Rate Plan Rider and for Waiver of Certain Rate Case Filing Requirements Council Docket No. UD-18-07***

Dear Clerk of Council:

Entergy New Orleans, LLC ("ENO" or "the Company") submits this Motion for Extension of Electric Formula Rate Plan Rider and for Waiver of Certain Rate Case Filing Requirements electronically in accordance with Council regulations.

Should you have any questions regarding the above/attached, please do not hesitate to contact me.

Sincerely,

Courtney R. Nicholson

Courtney R. Nicholson

CRN/lp
Enclosures
cc: Official Service List (*via electronic mail*)

BEFORE THE

COUNCIL OF THE CITY OF NEW ORLEANS

APPLICATION OF ENTERGY NEW ORLEANS, LLC FOR A WAIVER OF RATE CASE FILING REQUIREMENTS AND APPROVAL OF ELECTRIC FORMULA RATE PLAN RIDER	)))))	**DOCKET NO. UD-18-07**

MOTION FOR EXTENSION OF
ELECTRIC FORMULA RATE PLAN RIDER
AND FOR WAIVER OF CERTAIN RATE CASE FILING REQUIREMENTS

NOW BEFORE THIS COUNCIL, through its undersigned counsel, comes Entergy New Orleans, LLC ("ENO" or the "Company") and respectfully requests that the Council of the City of New Orleans ("Council"), for the reasons set out below, approve: (1) a four-year extension of ENO's Electric Formula Rate Plan ("FRP") Rider for Test Years 2026, 2027, 2028 and 2029; and (2) a waiver of certain rate case filing requirements. As further discussed herein, the Company asks that the Council approve an FRP extension by August 30, 2026, or approve a modification of the rate case minimum filing requirements (and related relief) by August 30, 2026.

Introduction

The Council's long-standing approved Electric FRP Rider is approaching expiration. Over time, the FRP has proven to be a productive regulatory mechanism that provides regular oversight and transparency by allowing the Council to review ENO's financial performance annually and make incremental rate adjustments as appropriate. The FRP also promotes regulatory efficiency through a structured and predictable review process for ENO's earnings and costs, which benefits customers, the Council, and the utility alike.

Importantly, the FRP framework has helped support significant investment in New Orleans' electric system over the last five years, including more than $500 million in electric infrastructure improvements. Those investments have contributed to ongoing reliability and resilience enhancements across the city. At the same time, substantial work remains. Continued investment in Entergy New Orleans' electric infrastructure will be necessary to address reliability, resilience, and evolving customer needs, and the Company must maintain a reasonable and timely mechanism for recovery of those investments going forward.

With the FRP expiring, ENO must be prepared to file a base rate case by September 30, 2026, and obtain new base rates, approved by the Council by mid-October 2027 and billed in the first billing cycle of November 2027. As compared to an FRP, a traditional base rate case is substantially more resource-intensive, adversarial, and expensive for all parties involved -- including the Council, its Advisors, intervenors, and ultimately customers who bear the cost of the process through rates. Litigation expenses alone can be significant. In addition, a base rate case is typically appropriate when the Test Year being analyzed will be representative of a utility's operations, costs, and expenses for the next few years following the rate case. At present, and in the near future, ENO's operations are undergoing, or will undergo, many significant changes, including: the divestiture of ENO's gas business, additional significant load from Sewerage and Water Board (the amount of which is yet unknown), as well as the initiation of the Council's Community Solar and Virtual Power Plant programs. A base rate case would be more beneficial once data sufficient related to these changes, and their effects on ENO's costs and revenues, is available to analyze. While there may come a point where a full base rate case becomes necessary or unavoidable, the FRP remains a practical and efficient mechanism for the near-term circumstances.

Extending the FRP allows the Council to maintain oversight while avoiding unnecessary regulatory cost, rate uncertainty, and procedural demands during a period where both ENO and the Council are managing numerous complex initiatives. Thus, the Company endeavors to work constructively with the Council to extend the FRP – allowing all parties to focus resources on more immediate customer-driven priorities such as reliability, grid hardening, and affordability. To that end, ENO proposes a four-year extension of the FRP and asks that the Council approve an extension by August 30, 2026.

To allow for reasonable consideration of the proposed FRP extension and ENO's participation in that process, and to preserve ENO's rights to new base rates through filing a rate case, the Company alternatively requests that the Council approve a modification to certain rate case minimum filing requirements by August 30, 2026. The modification would allow ENO to file a rate case by October 31, 2026 – instead of September 30, 2026 – and give the Council and the parties an opportunity to reasonably consider ENO's proposal for an FRP extension.

Proposed Electric FRP Rider

I.

An FRP extension provides continuity and stability at a time when both customers and the Council are navigating affordability pressures and significant policy considerations affecting electric service and rates. The FRP has proven to be a productive regulatory mechanism because it provides predictable oversight and transparency without requiring the large-scale litigation of a base rate case.

II.

In an increasing cost environment, an FRP adjusts utility rates in smaller increments than would otherwise occur with periodic base rate cases, thus promoting rate stability and potentially mitigating rate shock for customers. The evaluation period cost of equity is also constrained by the

term of the FRP, thereby providing additional protection against such rising costs. In a decreasing cost environment, an FRP allows customers to realize decreases in utility rates more quickly than would occur in periodic base rate cases. Moreover, the more frequent review associated with an FRP framework provides more transparency and more timely information regarding utility revenues and costs.

III.

The Council has repeatedly found this formula-based regulation to be in the public interest. In Resolution R-19-457, the Council approved the Company's Electric FRP Rider for a three-year period with filings in 2020, 2021, and 2022. In Resolution R-20-344, during the COVID pandemic, with ENO's agreement, the Council modified the Electric FRP Rider to delay the three filings by one year. In Resolution R-23-491, dated October 19, 2023, the Council granted a three-year FRP extension and authorized certain new ratemaking treatments. The Electric FRP is now expiring.

IV.

The Company believes that, once again, extending the Electric FRP under its current terms would continue a timely and efficient means of establishing just and reasonable rates for ENO and its customers. Moreover, extending the Electric FRP would provide customer safeguards to ensure that both the Company and its customers benefit from effective management of the Company's costs. An FRP extension also would be instrumental in allowing ENO to continue attracting capital at a reasonable cost and improving the Company's infrastructure for the benefit of customers, while avoiding financial and regulatory uncertainty.

V.

Attached as Exhibit 1 is the Company's proposed Electric FRP Rider Schedule ("Proposed EFRP Rider") with a red line version comparing the proposed Electric FRP Rider Schedule to the previous Electric FRP Rider Schedule.

VI.

The Proposed EFRP Rider contains updated filing dates and Evaluation Periods to provide for the filing of the 2027, 2028, 2029 and 2030 Evaluation Reports, but otherwise is identical to its predecessor:

- The deadline for filing annual Evaluation Reports and the review period are unchanged;
- The effective date of FRP Rate Adjustments is unchanged;
- The Evaluation Period Cost Rate for Common Equity is unchanged;
- The common equity ratio and the long-term debt ratio are unchanged; and
- The EFRP Rate Class Revenue Requirement and Revenue Allocation provision (Decoupling Mechanism) is unchanged.

VII.

The requested extension of the Electric FRP for an additional four-year term would preserve the timely and efficient FRP ratemaking process, which process benefits ENO's customers and ensures the efficient use of administrative resources of ENO and the Council.

VIII.

ENO asks that the Council approve an FRP extension by August 30, 2026, consistent with the modifications to the minimum filing requirements.

Waiver of Certain Rate Case Filing Requirements

IX.

The Code of the City of New Orleans ("City Code") and Utility Regulatory Manual, Division IV, Section1 provide that a rate change application that uses the most recent calendar year data for the Period I revenue requirement must be filed within nine (9) months of the close of the calendar year. Section 158-53 provides that the Council, in its sound discretion, may suspend or modify such requirements.

X.

City Code Section 158-47 provides that the Council shall have twelve (12) months to render a decision after acceptance of a rate change application.

XI.

If a mutually acceptable FRP extension is not approved, ENO cannot risk losing its rights to an October 2027 rate case decision (and November 2027 rate effective date) because the Company continues to invest in its infrastructure. Excessive regulatory lag on investment would imperil ENO's financial health; therefore, ENO cannot withstand untimely rate actions.

XII.

Thus, to allow for reasonable consideration of the proposed FRP extension and ENO's participation in that process, and to preserve ENO's rights to new base rates through filing a rate case, the Company alternatively requests that the Council approve a one-time modification to certain rate case minimum filing requirements by August 30, 2026. The one-time modification would permit ENO to file a base rate case by October 31, 2026, using 2025 calendar year data to determine the Period I revenue requirement in such rate case. Further, to facilitate a discussion regarding this FRP extension request without prejudicing ENO's rights for new base rates to become effective the first billing cycle of November 2027, ENO requests that the November 2027 rate effective date be maintained. Extending the Electric FRP and avoiding the uncertainty and prolonged, costly litigation associated with a full rate case would help support greater financial stability and regulatory predictability. In turn, that stability would better position ENO to continue investing in reliability and resilience improvements for the benefit of New Orleans customers.

XIII.

Contemporaneous with the filing of this motion, ENO is contacting the parties to this proceeding to inquire as to whether they have an objection to the filing of this motion. ENO will supplement the record with their responses.

Verification

XIV.

The factual information contained in this Motion is true and correct, pursuant to the attached verification

WHEREFORE, Entergy New Orleans, LLC, for the reasons set forth above and in the attached exhibits, prays that the Council commence expedited consideration and grant the Motion, as follows:

A. That the Council, by August 30, 2026:

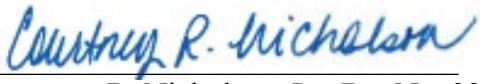
1. approve a four-year extension of the FRP, as reflected in the Proposed EFRP Rider; **or**

2. approve a one-time suspension of the minimum filing requirements to authorize ENO to use 2025 calendar year data to determine the Period I revenue requirement for filing if approval is not granted to extend the current term of the EFRP rider and ENO files a base rate case between September 30, 2026 and October 31, 2026;

B. commit to a procedural schedule that will lead to a Council decision on or before August 30, 2026; **and**

C. grant all general and equitable relief that the law and the nature of this Motion may permit.

Respectfully submitted,

By: 

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Regina Bartholomew-Woods, La. Bar No. 26577
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rbartho@entergy.com
ewicker@entergy.com

ATTORNEYS FOR
ENTERGY NEW ORLEANS, LLC

BEFORE THE

COUNCIL OF THE CITY OF NEW ORLEANS

APPLICATION OF ENTERGY NEW ORLEANS, LLC FOR A WAIVER OF RATE CASE FILING REQUIREMENTS AND APPROVAL OF ELECTRIC FORMULA RATE PLAN RIDER	)))))	**DOCKET NO. UD-18-07**

VERIFICATION

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

SHARONDA WILLIAMS

who being first duly sworn did depose and say that she is the Vice President, Regulatory & Public Affairs for Entergy New Orleans, LLC, the movant; that she has read the Motion for Extension of Electric Formula Rate Plan Rider and for Waiver of Certain Rate Case Filing Requirements of Entergy New Orleans, LLC; and that the factual information as stated is true and correct to the best of her knowledge, information, and belief.

Sharonda Williams

SHARONDA WILLIAMS

Sworn to and subscribed
before me, this 20th day of July.

NOTARY

Edward R. Wicker Sr.
La Bar # 27138
Commission expires at death

ENTERGY NEW ORLEANS, LLC
ELECTRIC SERVICE

RIDER SCHEDULE EFRP-8

Effective:
Filed:
Supersedes: EFRP-7 Effective September 7, 2023
Schedule Consists of: Seven Pages Plus Attachments A - H

ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE

I. GENERAL

This Electric Formula Rate Plan Rider Schedule EFRP-8 ("Rider EFRP") defines the procedure by which the rates contained in the Entergy New Orleans, LLC ("ENOL" or "Company") electric rate schedules designated in Attachment A to this Rider EFRP ("Rate Schedules") may be periodically adjusted. Rider EFRP shall apply in accordance with the provisions of Section II.A below to all electric service billed under the Rate Schedules, whether metered or unmetered, and subject to the jurisdiction of the Council of the City of New Orleans ("CNO" or "Council"). |T

II. APPLICATION AND REDETERMINATION PROCEDURE

A. RATE ADJUSTMENT

The adjustments to the Company's rates set forth in Attachment A to this Rider EFRP ("Rate Adjustments") shall be added to the rates set out in the monthly bills in accordance with the Company's Rate Schedules. Such Rate Adjustments are determined by rate class consistent with Resolution R-16-103 and R-19-457. The Rate Adjustments shall be determined in accordance with the provisions of Sections II.B and II.C below.

B. ANNUAL FILING AND REVIEW

1. FILING DATE

On or before April 30 of each year, beginning in 2027, ENOL shall file a report with the Council containing an evaluation of the Company's earnings for the immediately preceding calendar year prepared in accordance with the provisions of Section II.C below ("Evaluation Report"). A revised Attachment A shall be included in each such filing containing the Company's proposed revised Rate Adjustments determined in accordance with the provisions of Section II.C below. |T

2. RATE CLASS REVENUE REQUIREMENT AND REVENUE ALLOCATION

For purposes of determining Rate Adjustments by rate class, the allocation of Evaluation Period revenue between fixed and variable revenue shall be based on the fixed and variable revenue requirements that underlie the rates, as adjusted by any FRP Rate Adjustments in effect during the Evaluation Period, with the exception of Fuel Adjustment Clause revenue, which shall be treated as variable revenue. The determination of the fixed and variable revenue requirements by rate class shall be consistent with the allocation methodologies applied in Docket UD-18-07 except that the return on rate base component shall be based on the class rates of return established by the Council, with the initial class rates of return determined by the relative (Total) revenues by rate class set in Docket UD-18-07. In the event that the most recently established class rates of return do not produce a return on rate base component equal to the Company's Benchmark Return on Rate Base times the Company's Rate Base ("Total Company Return Requirement") for the Evaluation Period, such class rates of return shall be adjusted so as to recover the Total Company Return Requirement.

The class rates of return will be adjusted to move the class rates of return toward the Benchmark Return on Rate Base. The numerical values of the external allocation factors will be updated with each EFRP filing in accordance with Section II.C.1.a (2). The Fixed and Variable Revenue Deficiency/(Excess) by rate class shall be shown in Attachment G.

3. REVIEW PERIOD

The Council's Advisors ("Advisors") and all intervenors ("Intervenors"), which together with ENOL shall be referred to hereinafter, collectively, as the "Parties," shall receive a copy at the time it is filed with the Council of each Evaluation Report filing together with all subsequent filings in the related proceeding. All Intervenors in Docket UD-18-07 shall be recipients of each such Evaluation Report filing. At the time each such Evaluation Report is filed, ENOL shall provide all Parties with workpapers supporting the data and calculations reflected in the Evaluation Report. The Parties may request such clarification and additional supporting data as each deems necessary and within the scope of normal discovery to adequately review the Evaluation Report and ENOL's proposed revised Rate Adjustments. ENOL shall provide such clarifications and additional supporting data sought by the other Parties within fifteen (15) days for each and every request.

The Parties shall then have until July 15 or 75 days after filing, whichever is longer, to review the Evaluation Report to ensure that it complies with the requirements of Section II.C below. If any of the Parties should detect an error(s) (as distinguished from a regulatory issue(s)) in the application of the principles and procedures contained in Section II.C below, such error(s) shall be formally communicated in writing to the Company and/or other Parties by July 15 of the filing year. Each such indicated error shall include documentation of the proposed correction. The Company shall then have thirty-five (35) days to review any proposed corrections, to work with the other Parties to resolve any differences and to file a revised Attachment A containing Rate Adjustments reflecting all corrections upon which the Parties agree. The Company shall provide the other Parties with appropriate work papers supporting any revisions made to the Rate Adjustments initially filed.

Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions of Section II.B.4 below, the Rate Adjustments initially filed under the provisions of Section II.B.1 above, or such corrected Rate Adjustments as may be determined pursuant to the terms of this Section II.B.3, shall become effective for bills rendered on and after the first billing cycle of September of the filing year ("September Adjustment"). Those Rate Adjustments shall then remain in effect until changed pursuant to the provisions of this Rider EFRP.

4. RESOLUTION OF DISPUTED ISSUES

In the event there is a dispute regarding any Evaluation Report, the Parties shall work together in good faith to resolve such dispute. If the Parties are unable to resolve the dispute by the end of the thirty-five (35) day period provided for in Section II.B.3 above, revised Rate Adjustments reflecting all revisions to the initially filed Rate Adjustments on which the Parties agree shall become effective as provided for in Section II.B.3 above. Any disputed issues shall be submitted to the Council for the setting of an Administrative Hearing before its designated Hearing Officer and a subsequent Resolution of the Council pursuant to the provisions of the Home Rule Charter. |T

If the Council's final ruling on any disputed issues requires changes to the September Adjustment referenced in Paragraph II.B.3 above, the Company shall file a revised Attachment A ("Final Adjustment") containing such further modified Rate Adjustments within fifteen (15) days after receiving the Council's order resolving the dispute. The Company shall provide a copy of the filing to the Council together with appropriate supporting documentation. Such modified Rate Adjustments shall then be implemented with the first billing cycle of the month after the date of the ruling if the ruling is received by

the 5th day of the month, otherwise, the modified Rate Adjustments shall then be implemented with the first billing cycle of the second subsequent month after the date of the ruling and shall remain in effect until superseded by Rate Adjustments established in accordance with the provisions of this Rider EFRP.

Within 60 days after receipt of the Council's final ruling on disputed issues, the Company shall determine the amount to be refunded or surcharged to customers, if any, together with interest at a Council mandated rate of interest. Such refund/surcharge amount shall be based on customers' revenue from the first billing cycle of September of the filing year through the last date the interim Rate Adjustments were billed. Such refund/surcharge amount shall be applied to customers' bills in the manner prescribed by the Council.

C. ANNUAL REDETERMINATION OF RATE ADJUSTMENTS

1. DEFINITION OF TERMS

a. EVALUATION PERIOD

(1). The Evaluation Period shall be the twelve-month period ended December 31 of the calendar year immediately preceding the filing. The historic data utilized in each Evaluation Report shall be based on actual results for the Evaluation Period as recorded as electric operations on the Company's books in accordance with the Uniform System of Accounts and such other documentation as may be appropriate in support of adjustments including known and measurable[1] changes in the revenues or cost of providing utility service for the Evaluation Period as further addressed in Attachments B and C hereto.

(2). ENOL shall update external allocation factors with supporting workpapers for the Evaluation Period for the twelve-month period ended September 30 of the calendar year immediately preceding the filing. External allocation factors are those developed independently from the class cost of service study using customer data such as peak demands, energy usage, and number of customers, etc., e.g. external allocation factors are production demand, production energy, and transmission demand.

b. EARNED RATE OF RETURN ON COMMON EQUITY

The Earned Return on Common Equity ("EROE") shall be evaluated based on the Company's total revenues and costs except for the revenues and costs recovered through the Securitized Storm Cost Recovery Rider and the Securitized Storm Cost Offset Rider. The EROE for any Evaluation Period shall be determined in accordance with the EROE Formula set out in Attachment B. The EROE determination shall reflect the Evaluation Period adjustments set out in Attachment C.

c. BENCHMARK RATE OF RETURN ON RATE BASE

The Benchmark Rate of Return on Rate Base ("BRORB") shall be determined in accordance with the BRORB formula set out in Attachment D.

d. EVALUATION PERIOD COST RATE FOR COMMON EQUITY

The Evaluation Period Cost Rate for Common Equity ("EPCOE") is the Company's cost rate for common equity applicable to the Evaluation Period. The EPCOE value applicable for each Evaluation Period shall be determined in accordance with

[1] For purposes of this Rider EFRP, adjustments for changes to Rate Base, Revenues, and Expense for the prospective twelve months following the EFRP evaluation period (i.e. Proforma Adjustments) can be made as long as they are "Known and Measurable." Known and Measurable changes, including attendant impacts, are those changes that reflect changes in operating conditions and/or costs incremental to test year evaluation period operations. Such costs must be expected to be incurred and reasonably budgeted with sufficient information to be verified as appropriate proforma adjustments as set forth in Attachment H.

Attachment E.

e. ANNUALIZED EVALUATION PERIOD EFRP REVENUE
The Annualized Evaluation Period EFRP Revenue is the Rider EFRP Rider Rate Adjustment by rate class (Final Adjustments) in effect at the end of the Evaluation Period multiplied times the applicable Evaluation Period Billing Revenues.

f. TOTAL RIDER EFRP REVENUE
The Total Rider EFRP Revenue is the Annualized Evaluation Period EFRP Revenue plus the reduction/increase in Rider EFRP Revenue as calculated in Attachment F.

g. RATE OF RETURN ON COMMON EQUITY BANDWIDTH
The Rate of Return on Common Equity Bandwidth ("Bandwidth") shall be an Upper Band equal to the EPCOE plus 0.50% (50 basis points) and a Lower Band equal to the EPCOE minus 0.50% (50 basis points).

2. TOTAL RIDER EFRP REVENUE

In each Evaluation Period, the Total Rider EFRP Revenue level shall be determined using the Rider EFRP Revenue Redetermination Formula set out in Attachment F, which reflects the following rules:

a. If the EROE is less than the Lower Band, the ROE Adjustment shall be equal to the EPCOE minus the EROE.

b. If the EROE is greater than the Upper Band the ROE Adjustment shall be equal to the EPCOE minus the EROE.

c. There shall be no change in Rider EFRP Revenue level for the Evaluation Period if the EROE is less than or equal to the Upper Band and greater than or equal to the Lower Band.

3. RATE CLASS TOTAL RIDER EFRP REVENUE

In the event of a change in Total Rider EFRP Revenue, as determined under the provisions of Section II.C.2, the Total Rider EFRP Revenue by rate class will be determined by comparing each rate class's Evaluation Period Fixed and Variable Revenue Requirements to the Evaluation Period Fixed and Variable Revenues, excluding the effects of the Base Rate Adjustment Rider, respectively, in Attachment G.

In the event that the change in Total Rider FRP Revenues determined under the provisions of Section II.C.2 is less than 10% and the comparison in the above paragraph shows a rate class increase of greater than 10% in the Total Rider EFRP Revenue for the Mastered Metered Non-Residential, High Voltage, Large Municipal, or Large Interruptible Service rate classes individually, then such rate class's EFRP Revenue increase shall be limited to 10% and the increase above 10% shall be allocated to all other rate classes (to the extent not subject to the cap described in this paragraph) in proportion to their individual rate class Total Rider FRP Revenues. T

4. EVALUATION REPORT RATE ADJUSTMENT REDETERMINATION

All applicable retail rate and rider schedules as shown on Attachment A to this rider schedule EFRP on file with the Council will be adjusted through Rider Schedule EFRP by these percentages as determined under Section II.C.3, with the exception of the Residential rate class, and will be shown on Attachment A. For the Residential rate class,

the percentage determined under Section II.C.3 shall not be applied to the customer charge so that the Total Rider EFRP Revenue is recovered by applying a Rate Adjustment to the Energy Charge.

III. PROVISIONS FOR OTHER RATE CHANGES

A. EXTRAORDINARY COST CHANGES

It is recognized that from time to time ENOL may experience extraordinary increases or decreases in costs that occur as a result of actions, events, or circumstances beyond the control of the Company. Such costs may significantly increase or decrease the Company's revenue requirements and, thereby, require rate changes that this Rider EFRP is not designed to address. Should ENOL experience such an extraordinary cost increase or decrease, excluding costs recovered via the Fuel Adjustment Clause, having an annual revenue requirement impact exceeding $6 million on a total electric Company basis then either the Company or the Council may initiate a proceeding to consider a pass-through of such extraordinary cost increase or decrease.

B. FORCE MAJEURE

In addition to the rights of ENOL under this Rider, or as provided by law, to make a filing for the pass-through of costs outside the provisions of the Rider EFRP, if any event or events beyond the reasonable control of ENOL including natural disaster, damage or unforeseeable loss of generating capacity, changes in regulation ordered by a regulatory body or other entity with appropriate jurisdiction, and orders or acts of civil or military authority, cause increased costs to ENOL or result in a deficiency of revenues to ENOL which is not readily capable of being addressed in a timely manner under this Rider EFRP, ENOL may file for rate or other relief outside the provisions of the Rider EFRP. Such request shall be considered by the Council in accordance with applicable law governing such filings.

C. CHANGES IN TAX RATE

In the event of a change in the state or federal corporate income tax rate(s) applicable to ENOL, and/or any related changes to tax law, including, but not limited to changes that may affect the effective tax rate(s) and/or changes that may affect the treatment of accumulated deferred income tax, ENOL shall include in the EFRP Evaluation Report following the change in law, all relevant information for the Council to determine the effect on the revenue requirement and propose related ratemaking treatment to become effective as of the date of the change in law.

D. SPECIAL RATE FILINGS

The Company is experiencing a changing business environment and increasing competition. Experimental, developmental, and alternative rate schedules may be appropriate tools for the Company to use to address these conditions. Therefore, nothing in this Rider shall be interpreted as preventing the Company from proposing, or requiring the Council to approve, any revisions to existing rate schedules or implement new rate schedules as may be appropriate. Any such rate changes shall be filed with the Council and evaluated in accordance with the rules and procedures then in effect.

IV. EFFECTIVE DATE AND TERM

Rider EFRP shall be in effect for four years with annual Evaluation Report filings to be made on or before April 30 of 2027, 2028, 2029, and 2030 for the Evaluation Periods 2026, 2027, 2028, and 2029, respectively. The FRP Rates, resulting from the April 30, 2030 Filing shall continue in effect until such time as new rates become effective pursuant to a final Council order.

ENTERGY NEW ORLEANS, LLC
ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE EFRP-8
FOR THE PERIOD ENDED DECEMBER 31, 20XX

TABLE OF CONTENTS to FILING & WORKPAPERS

SECTION	DESCRIPTION
1	Attachment A - Rate Adjustments by Rate Class
2	Attachment F - Rider EFRP Revenue Redetermination Formula Attachment G – Rate Class Rider EFRP Revenue Redetermination (Page 1), Fixed Revenue Deficiency/(Excess) (Page 2), Variable Revenue Deficiency/(Excess) (Page 3), and Fixed and Variable Revenue Deficiency/(Excess) (Page 4)
3	Attachment B - Earned Rate of Return on Common Equity Rate Base Operating Income Income Tax
4	Attachment E - Evaluation Period Cost Rate for Common Equity
5	Attachment D - Benchmark Rate of Return on Rate Base
6	Attachment C - Adjustment Descriptions Rate Base Adjustments Operating Income Statement Adjustments Income Tax Adjustments
7	Other Workpapers to Attachments
	Workpapers (to be included in EFRP filings)
8	Per Book Evaluation Period Result
8.1	Per Book Accounting Workpapers
8.2	Miscellaneous Data
8.3	Allocation Factors
9	FERC Form 1 selected pages substantiating Per Book Data

10	Adjustments per Attachment C
	Rate Annualization Adjustment
	Interest Synchronization
	Income Taxes
	Ratemaking Adjustments
	Ratemaking Adjustments - Known and Measurable
	Reclassifications
	Out-of-Period Items
	Other
11	Benchmark Rate of Return on Rate Base
12	Other Rate Schedule Changes
13	Attachment H – Documentation in Support of Known and Measurable Changes

Effective:

ATTACHMENT A

ENTERGY NEW ORLEANS, LLC
ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE EFRP-8
RATE ADJUSTMENTS

The following Rate Adjustments will be applied to the rates set out in the monthly bills of Entergy New Orleans, LLC's ("ENOL") Rate Schedules identified below, or such additional rate schedules of ENOL subject to the Electric Formula Rate Plan Rider Schedule EFRP-8 that may become effective. The Rate Adjustments shall be effective for bills rendered on and after the first billing cycle of September of the filing year for the XXXX Evaluation Report and September of the filing year for subsequent Evaluation Reports or as approved by the City Council of the City of New Orleans.

The Net Monthly Bill calculated pursuant to each applicable retail rate schedule* and rider schedule* on file with the City Council of the City of New Orleans will be adjusted monthly by the class percentages below before application of the monthly fuel adjustment except this Rider will not apply to the following:

*Excluded Schedules: AFC, BRAR, Contract Minimums, RES Customer Charges, DTK, EAC, EECR, EVCI, FAC, GPO, MES, MISO, PPCR, PPS, R-8, R-3, RPCEA, SMS, SSCO, SSCR, SSCOII, and SSCRII

ENTERGY NEW ORLEANS, LLC – ELECTRIC
FORMULA RATE PLAN RATES

Line No.	Rate Class	Applicable Base Revenue (1)	Fixed and Variable Revenue Deficiency/ (Excess) (2)	Total FRP Rates
1	RESIDENTIAL			
2	SMALL ELECTRIC			
3	MUNICIPAL BUILDINGS			
4	LARGE ELECTRIC			
5	LARGE ELECTRIC HIGH LOAD FACTOR			
6	MASTER METERED NON-RESIDENTIAL			
7	HIGH VOLTAGE			
8	LARGE INTERRUPTIBLE			
9	LARGE MUNICIPAL			
10	LIGHTING			

CR

Note:
(1) Excludes schedules specifically identified on Attachment A above.
(2) This column reflects the following amounts: (a) Annualization of current effective FRP revenue based on the portion of the FRP rate representing revenue requirements subject to the bandwidth calculation (Attachment A / Page 1, col. G); (b) the Change in FRP revenue further detailed on Page 2 and Attachment G (Attachment A / Page 1, col. H); (c) Revenue requirements not subject to the FRP bandwidth calculation (Attachment A / Page 1, col. I).

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC EARNED RATE OF RETURN ON COMMON EQUITY FORMULA			
Line No.	**Description**		**Adjusted Amount**
	TOTAL COMPANY		
1	RATE BASE	P 2, L23	
2	BENCHMARK RATE OF RETURN ON RATE BASE	Att D, L 4, Col D	
3	REQUIRED OPERATING INCOME	L 1 * L 2	
4	NET UTILITY OPERATING INCOME	P 3, L 25	
5	OPERATING INCOME DEFICIENCY/(EXCESS)	L 3 - L 4	
6	REVENUE CONVERSION FACTOR (1)		
7	REVENUE DEFICIENCY/(EXCESS)	L 5 * L 6	
8	PRESENT RATE REVENUES FROM ULTIMATE CUSTOMERS	P 3, L 1	
9	REVENUE REQUIREMENT	L 7 + L 8	
10	PRESENT RATE REVENUES FROM ULTIMATE CUSTOMERS	P 3, L 1	
11	REVENUE DEFICIENCY/(EXCESS)	L 9 - L 10	
12	REVENUE CONVERSION FACTOR (1)		
13	OPERATING INCOME DEFICIENCY/(EXCESS)	L 11/L 12	
14	RATE BASE	P 2, L 23	
15	COMMON EQUITY DEFICIENCY/(EXCESS)	L 13/L 14	
16	WEIGHTED EVALUATION PERIOD COST RATE FOR COMMON EQUITY (%)	Att D, L 3, Col D	
17	WEIGHTED EARNED COMMON EQUITY RATE (%)	L 16 - L 15	
18	COMMON EQUITY RATIO (%)	Att D, L 3, Col B	
19	EARNED RATE OF RETURN ON COMMON EQUITY (%)	L 17 /L 18	

Notes:

(1) Revenue Conversion Factor = 1 / [(1 - Composite Tax Rate) * (1 – Bad Debt-Revenue Related Tax Rate-Regulatory Commission Expense Rate)]

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC
RATE BASE (A)

Line No.	Description	Per Books	Adjustments (B)	Adjusted Amount
1	PLANT IN SERVICE			
2	ACCUMULATED DEPRECIATION			
3	**NET UTILITY PLANT** (L1+ L2)			
4	PLANT HELD FOR FUTURE USE			
5	CONSTRUCTION WORK IN PROGRESS (C)			
6	MATERIALS AND SUPPLIES (D)			
7	PREPAYMENTS (D)			
8	CASH WORKING CAPITAL (E)			
9	PROVISION FOR INJURIES & DAMAGES RESERVE (D)			
10	PROVISION FOR PROPERTY INSURANCE RESERVE (D)			
11	PLANT ACQUISITION ADJUSTMENT			
12	INVESTMENT IN SUB-CAPITAL (D)			
13	CUSTOMER ADVANCES			
14	CUSTOMER DEPOSITS			
15	ACCUMULATED DEFERRED INCOME TAXES			
16	ACCUMULATED DEFERRED ITC - PRE-1971			
17	OTHER (F) (G)			
18	FUEL INVENTORY (D)			
19	NET UNAMORTIZED RATE CASE EXPENSE			
20	NET UNAMORTIZED ALGIERS MIGRATION COSTS			
21	NET UNAMORTIZED UNRECOVERED GENERAL PLANT			
22	PENSION LIABILITY RATE BASE EXCL SFAS 158			
23	**RATE BASE** (L3 + Sum of L4 through L22)			

Notes:

(A) Ending balances are to be utilized except where otherwise noted
(B) Adjustments as set out in Attachment C to this rider EFRP
(C) Amount not subject to AFUDC accrual
(D) 13-month average balances
(E) Cash Working Capital is deemed to be zero.
(F) Other items includible in rate base but not specifically identified above, including but not limited to any items recognized pursuant to Section 8 of Attachment C
(G) Beginning & Ending or 13-mos average as more appropriate

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC
OPERATING INCOME

Line No.	Description	Per Books	Adjustments (A)	Adjusted Amount
	REVENUES			
1	SALES TO ULTIMATE CUSTOMERS			
2	EPP & SYSTEM SALES			
3	OTHER ELECTRIC REVENUE			
4	TOTAL OPERATING REVENUES (Sum of L1 through L3)			
	EXPENSES			
	ELECTRIC O&M			
5	PRODUCTION			
6	TRANSMISSION			
7	DISTRIBUTION			
8	CUSTOMER ACCOUNTING			
9	CUSTOMER SERVICE & INFORMATION			
10	SALES			
11	ADMINISTRATIVE & GENERAL			
12	TOTAL ELECTRIC O&M EXPENSES (Sum of L5 through L11)			
13	GAIN FROM DISPOSITION OF ALLOWANCES			
14	REGULATORY DEBITS & CREDITS (B)			
15	DEPRECIATION & AMORTIZATION EXPENSES			
16	INTEREST ON CUSTOMER DEPOSITS			
17	TAXES OTHER THAN INCOME			
18	STATE INCOME TAX			
19	FEDERAL INCOME TAX			
20	PROV DEF INC TAX - STATE – NET			
21	PROV DEF INC TAX - FED – NET			
22	INVESTMENT TAX CREDIT-NET			
23	OTHER (C)			
24	TOTAL UTILITY OPERATING EXPENSES (L12 + Sum of L13 through L23)			
25	**NET UTILITY OPERATING INCOME** (L4 – L24)			
26				

Notes:
(A) Adjustments defined in Attachment C
(B) Including, but not limited to, the amortization of regulatory assets and liabilities.
(C) Other items included pursuant to Section 8 of Attachment C

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC INCOME TAX					
Line No.	**Description**	**Reference**	**Per Books**	**Adjustments (A)**	**Adjusted Amount**
1	TOTAL OPERATING REVENUES	Att B, P 3, L 4			
2	TOTAL O&M EXPENSE	Att B, P 3, L 12			
3	GAIN FROM DISPOSITION OF ALLOWANCES	Att B, P 3, L 13			
4	REGULATORY DEBITS & CREDITS)	Att B, P 3, L 14			
5	DEPRECIATION & AMORTIZATION EXPENSE	Att B, P 3, L 15			
6	INTEREST ON CUSTOMER DEPOSITS	Att B, P 3, L 16			
7	TAXES OTHER THAN INCOME	Att B, P 3, L 17			
8	NET INCOME BEFORE INCOME TAXES	L 1- Sum of L 2 through L 7			
9	ADJUSTMENTS TO NET INCOME BEFORE TAXES				
10	TAXABLE INCOME	L 8 + L 9			
	COMPUTATION OF STATE INCOME TAX				
11	STATE TAXABLE INCOME	L 10			
12	STATE ADJUSTMENTS				
13	TOTAL STATE TAXABLE INCOME	Sum of L 11 through L 12			
14	STATE INCOME TAX BEFORE ADJUSTMENTS (B)	L 13*Eff. Tax Rate			
15	ADJUSTMENTS TO STATE TAX				
16	**STATE INCOME TAX**	L 14 + L 15			
	COMPUTATION OF FEDERAL INCOME TAX				
17	TAXABLE INCOME	L 10			
18	STATE INCOME TAX	L 14 as deduction			
19	FEDERAL ADJUSTMENTS				
20	TOTAL FEDERAL TAXABLE INCOME	Sum of L 17 through L 19			
21	FEDERAL INCOME TAX BEFORE ADJUSTMENTS (B)	L 20* Eff. Tax Rate			
22	ADJUSTMENTS TO FEDERAL TAX				
23	**FEDERAL INCOME TAX**	L 21+L 22			

Notes:
(A) Adjustments as defined in Attachment C
(B) The Tax Rate in effect at the time the Evaluation Report is filed shall be utilized.

Attachment C

ENTERGY NEW ORLEANS, LLC

EVALUATION PERIOD ADJUSTMENTS

The actual (per book) data for each Evaluation Period as reflected in Attachment B, shall be adjusted to reflect the following:

1 **Rate Annualization Adjustment**

A) Rate Schedule Revenue shall be adjusted to reflect, on an annualized basis by Rate Class, the Rate Adjustments in effect at the end of the Evaluation Period under this Rider EFRP. The revenue effects of the Algiers Residential mitigation rider are to be eliminated.

B) The rate base, revenue and expense effects associated with the SSCR, SSCO, SSCRII, and SSCOII riders that ENOL may have in effect during the Evaluation Period, which recover specific costs, are to be eliminated.

2 **Interest Synchronization**

All Evaluation Period Interest expenses are to be eliminated and replaced with an imputed interest expense amount equal to the Evaluation Period rate base multiplied by the weighted embedded cost of debt for the Evaluation Period determined in accordance with Attachment D.

3 **Income Taxes**

All state and federal income tax effects including 1) adjustments to taxable income, 2) adjustments to current taxes, 3) provisions for deferred income tax (debit and credit), and 4) accumulated provision for deferred income tax (debit and credit) shall be adjusted or eliminated, as appropriate, to comport with the following principles:

A) Effects associated with other adjustments set out in this Attachment C shall similarly and consistently be adjusted;

B) All effects associated with the difference in the timing of transactions, where the underlying timing difference is eliminated, shall also be eliminated;

C) The corporate state and federal income tax laws legally in effect on the date an Evaluation Report is filed under this EFRP Rider shall be reflected in the calculation of all income tax amounts; and

D) Tax effects normally excluded for ratemaking purposes shall be eliminated.

4 **Ratemaking Adjustments**

A) The regulatory assets and associated amortization and any regulatory debits and credits not recovered through base rates shall be excluded.

B) The amortization and/or rate base amount of any regulatory asset or deferral previously authorized by the Council shall be adjusted consistent with such authorization.

C) The Retired Plant Revenue Requirement as agreed in Council Resolution R-18-37, which includes a return on the Stranded Meter ADIT shall be included in Regulatory Debits, and the Stranded Meter ADIT shall be excluded per Council Resolution R-20-67.

D) Any OPEB expense credits associated with ENO's OPEB plan shall be excluded.

E) A minor storm reserve accrual in the amount of $0.5 million shall be included in O&M expense, and the minor storm reserve credit balance shall be included in Rate Base. Minor Storm O&M expenses exceeding the available minor storm reserve credit balance shall be includible as expenses in the FRP Evaluation Filing, if incurred during a test period.

F) Extraordinary Cost Changes

5 **Ratemaking Adjustments – Known and Measurable Adjustments**

A) ENO may propose other known and measurable costs that are supportable and expected to be incurred in the prospective 12 months following the FRP evaluation period, if the Company elects to do so, in accordance with Attachment H.

6 **Reclassifications**

A) Revenues associated with ENOL's rates in the CNO Retail Jurisdiction but included in Other Electric Revenue on a per book basis (Attachment B, Page 3, Line 3) shall be reclassified as rate schedule revenue.

B) Costs not allowable for ratemaking purposes shall be removed by adjustment from the Evaluation Period cost data. Likewise, costs that are allowed, but recorded below the utility operating income line, shall be included in the Evaluation Period cost data through appropriate reclassification adjustments. These adjustments shall include but are not limited to the reclassification of below-the-line interest expense associated with customer deposits as interest on customer deposits expense.

7 **Out-of-Period Items**

Expenses and revenues recorded in any Evaluation Period that are related to transactions occurring prior to the Evaluation Period used in the first Filing shall be eliminated by adjustment from the Evaluation Period cost data. This shall include any associated tax adjustments.

8 **Other**

In addition to Adjustments 1 through 7 above, there may, from time-to-time, be special costs or rate effects that occur during an Evaluation Period that require adjustments of the Evaluation Period cost data. Nothing in this Rider EFRP shall preclude any Party from proposing such adjustments.

Attachment D

ENTERGY NEW ORLEANS, LLC

BENCHMARK RATE OF RETURN ON RATE BASE

	Description	(A) Capital Amount (1) ($)	(B) Capital Ratio (%)	(C) Cost Rate (2) (%)	(D) Benchmark Rate of Return on Rate Base (3)
1	LONG-TERM DEBT (4)		**45%**		
2	PREFERRED EQUITY				
3	COMMON EQUITY (4)		**55%**		
4	TOTAL		**100%**		

Notes:

(1) Amounts at the end of the Evaluation Period as adjusted for refinancing activities. All Long-Term Debt issues shall reflect the balance net of a) unamortized debt discount, premium, and expense; b) gain or loss on reacquired debt; and c) any adjustments required per Attachment C. All Preferred Stock issues shall reflect the balance net of discount, premium and capital stock expense.

(2) Annualized cost of Long-Term Debt and Preferred Equity at the end of the Evaluation Period divided by the corresponding Capital Amount. The Long-Term Debt Cost Rates shall include a) annualized amortization of debt discount, premium, and expense; b) annualized gain or loss on reacquired debt; and c) any adjustments required per Attachment C. The Common Equity Cost Rate shall be the Evaluation Period Cost Rate for Common Equity (EPCOE) determined in accordance with Attachment E.

(3) The components of the BRORB column are the corresponding Cost Rates multiplied by the associated Capital Ratio. The BRORB is the sum of the components so determined and expressed as a % to two decimal places (XX.XX%).

(4) The common equity ratio shall be 55% and the long-term debt ratio shall be 45% in accordance with Council Resolution R-23-491.

Attachment E

ENTERGY NEW ORLEANS, LLC
EVALUATION PERIOD COST RATE FOR COMMON EQUITY PROCEDURE

EVALUATION PERIOD COST RATE FOR COMMON EQUITY

The EPCOE applicable for any Evaluation Report pursuant to this Rider EFRP shall be 9.35%.

Attachment F

ENTERGY NEW ORLEANS, LLC – ELECTRIC
RIDER EFRP REVENUE REDETERMINATION FORMULA

SECTION 1

BANDWIDTH CHECK

Line No.	DESCRIPTION	REFERENCE	
1	Earned Rate of Return on Common Equity ("EROE")	Attachment B, P 1, L 21	
2	Evaluation Period Cost Rate for Common Equity ("EPCOE")	Per Attachment E	
3	Upper Band	L 2 + 0.50%	
4	Lower Band	L 2 – 0.50%	
5	ROE Adjustment	If L1 < L4, then L2 – L1; If L1 > L3, then L2 – L1	
		but no adjustment if L1 ≥ L 4 and L1 ≤ L3	

SECTION 2

ROE BAND RATE ADJUSTMENT

	DESCRIPTION	REFERENCE		
6	ROE Adjustment	Per L 5		
7	Common Equity Capital Ratio	Attachment D, L 3, Col B		
8	Rate Base	Attachment B, P 1, L 1		
9	Revenue Conversion Factor	Attachment B, P 1, L 6		
10	Total Change in Rider EFRP Revenue	L6 * L7 * L8 * L9		

SECTION 3

TOTAL BAND RATE ADJUSTMENT

	DESCRIPTION	REFERENCE	
11	Annualized Evaluation Period EFRP Revenue (1)	See Note 1	
12	(Reduction)/Increase in Rider EFRP Revenue	L 10	
13	Extraordinary Cost Change Revenue Requirement	Per Sec. III.A of the Tariff	
14	Other Recoveries	See Note 3	
15	Total Rider EFRP Revenue (2)	L 11 + L 12 + L 13 + L14	

Notes:

(1) Rider EFRP Rate Adjustments in effect at the end of the applicable Evaluation Period multiplied by the applicable Evaluation Period billing revenues plus any other applicable adjustments.

(2) The Total Rider EFRP Revenue reflects the total credit or surcharge to be applied to customer bills based on the results of the Rider EFRP Redetermination Formula.

(3) Other outside the bandwidth formula recoveries authorized by the Council shall be reflected on this line 14. See for example, in the 2021 Evaluation Report and the 2022 Evaluation Report, ENO is authorized to recover the IRAR Adjustments outside of the bandwidth formula per the Agreement in Principle approved in Council Resolution R-20-344.

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC
FORMULA RATE PLAN
Electric Utility Revenue Redetermination by Rate Class at Equal Rates of Return
ELECTRIC

T

Line No.	Description	Total Company Adjusted	Residential	Small Electric	Municipal	Large Electric	High Load Factor	Master Metered	High Voltage	Large Interruptible	Large Municipal	Lighting
[a]	*[b]*	*[c]*	*[d]*	*[e]*	*[f]*	*[g]*	*[h]*	*[i]*	*[j]*	*[k]*	*[l]*	*[m]*
1	Rate Base											
2	ENO Required Rate of Return on Rate Base After taxes											
3	ENO Required Rate of Return on Rate Base Including taxes											
4	Return on Rate Base including income taxes											
5	Operation & Maintenance Expense											
6	Gains from Disp of Allowances											
7	Regulatory Debits & Credits											
8	Interest on Customer Deposits											
9	Other Credit Fees											
10	Depreciation & Amortization Expense											
11	Amortization of Plant Acquisition Adjustment											
12	Taxes Other than Income											
13	Adjustment (Bad Debt, Reg. Exp. & Tax Difference)											
14	Less Credit to COS from Other Operating Revenue											
15	**Total Cost of Service**											
16	Less Present Revenue [1]											
17	**= Revenue Deficiency (Excess)**											
18	Percent Increase on Total Revenues											

Note:
[1] Revenue annualization reflects the FRP rate adjustment, excluding recoveries not subject to the bandwidth calculation, and thus differs from the as-billed rate in the current Attachment A.

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC
FIXED REVENUE DEFICIENCY/(EXCESS)
($)

Line No.	Rate Class	Current Fixed Revenue Requirement	Current Fixed Revenue	Fixed Revenue Deficiency/ (Excess)	
1	RESIDENTIAL				CR
2	SMALL ELECTRIC				
3	MUNICIPAL BUILDINGS				
4	LARGE ELECTRIC				
5	LARGE ELECTRIC HIGH LOAD FACTOR				
6	MASTER METERED NON- RESIDENTIAL				
7	HIGH VOLTAGE				
8	LARGE INTERRUPTIBLE				
9	LARGE MUNICIPAL				
10	LIGHTING				
11	**TOTALS** (Sum of L1 through L10)				

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC VARIABLE REVENUE DEFICIENCY/(EXCESS)					
Line No.	**Rate Class**	**Current Variable Revenue Requirement**	**Current Variable Revenue**	**Variable Revenue Deficiency/(Excess)**	
1	RESIDENTIAL				CR
2	SMALL ELECTRIC				
3	MUNICIPAL BUILDINGS				
4	LARGE ELECTRIC				
5	LARGE ELECTRIC HIGH LOAD FACTOR				
6	MASTER METERED NON-RESIDENTIAL				
7	HIGH VOLTAGE				
8	LARGE INTERRUPTIBLE				
9	LARGE MUNICIPAL				
10	LIGHTING				
11	**TOTALS** (Sum of L1 through L0)				

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC FIXED AND VARIABLE REVENUE DEFICIENCY/(EXCESS)					
Line No.	**Rate Class**	**Current Fixed and Variable Revenue Requirement**	**Current Fixed and Variable Revenue**	**Fixed and Variable Revenue Deficiency/ (Excess) (1)**	
1	RESIDENTIAL				CR
2	SMALL ELECTRIC				
3	MUNICIPAL BUILDINGS				
4	LARGE ELECTRIC				
5	LARGE ELECTRIC HIGH LOAD FACTOR				
6	MASTER METERED NON-RESIDENTIAL				
7	HIGH VOLTAGE				
8	LARGE INTERRUPTIBLE				
9	LARGE MUNICIPAL				
10	LIGHTING				
11	**TOTALS** (Sum of L1 through L10)				

(1) The above amounts include existing FRP annualized revenues resulting from the existing FRP rate adjustment. This column reflects the following amounts: (1) the Change in FRP revenue further detailed on Page 2 and Attachment G (Attachment A / Page 1, col. H).

ATTACHMENT H

Known and Measurable Adjustments to Rate Base and Operating Income

ENO proposes, but not limited to, the below known and measurable costs that are supportable and expected to be incurred in the prospective 12 months following the FRP evaluation period which are either (i) approved by the Council, or (ii) clearly supported in ENO's detailed budgeting process.

A) Rate Base:

Plant In Service – Each Evaluation Report may include and be based upon actual plant in service, plus additions to and retirements of plant in service expected to occur by the end of the year following the Evaluation Period (net of ADIT), as noted in Attachment B.

Accumulated Depreciation – Each Evaluation Report may include depreciation expense using the depreciation rates in effect during the Evaluation Period as applied to the Plant In Service described above.

ADIT – Each Evaluation Report may include the synchronized ADIT based upon amounts included in rate base for the Evaluation Period.

Other Rate Base Adjustments – ENOL or CNO may propose adjustments for annualization or normalization, or to reflect known and measurable changes to rate base, subject to Council approval.

B) Revenues:

Rate Schedule Revenue – The Per Book revenues will be adjusted for any large industrial and/or commercial customer additions or losses by the end of the year following the Evaluation Period.

Additionally, Per Book revenues will be adjusted to remedy the erosion of fixed cost recovery (i.e., the lost contribution to fixed costs or LCFC) expected to result from Energy Smart (or other demand-side management) efforts over the year following the Evaluation Period. Such adjustment shall be trued-up the following year through the EECR Rider. In calculating the LCFC adjustment, ENOL shall use the most current actual data and not the kWh savings goals included in the approved Energy Smart Implementation Plan.

C) Expenses:

O&M Expense Adjustments (Non-Payroll) – Each Evaluation Report may include adjustments to the previous calendar year O&M Expense based on known and measurable changes by the end of the year following the Evaluation Period.

Administrative & General Expense Adjustment – Each Evaluation Report may include adjustments to the previous calendar year Administrative & General Expense based on known and measurable changes by the end of the year following the Evaluation Period.

Payroll Expense Adjustment – Each Evaluation Report may include an adjustment that reflects the level of payroll, related benefits and payroll taxes on an annualized basis for the headcount as of January 31 of the year following the Evaluation Period.

Depreciation Expense Adjustment – Each Evaluation Report may include an adjustment that reflects the annualized depreciation expense using the depreciation rates to be in effect during the Evaluation Period applied to Plant In Service including any known and measurable changes.

Other Expense Adjustments – The Company or CNO may propose adjustments for annualization or normalization, or to reflect known and measurable changes to operating expenses, subject to Commission approval.

Documentation in Support of Known and Measurable Changes to Plant in Service

A. Capital Project Summary Sheet (Plant in Service) by Function (Transmission, Distribution, Production, and General Plant & Intangible):

The Company shall provide a complete listing of the Company's capital programs and projects not otherwise included in the programs reflected in the Evaluation Period historical rate base, broken out by function by FERC account group, that clearly shows the amount to be closed to plant or included in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments.

B. Major Specific Projects ($10 million and above closing to plant or in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments):

For each capital project listed in Section A above for which the estimated capital costs exceed $10 million and which does not fall within the description of recurring program spending described in Section D below, the Company shall provide as minimum filing requirements the following documentation:

1) Clearly defined project description, including project objective
2) The projected start and end dates of the project
3) Any historical spend on the project, if applicable, and developed cost estimate for the spend in the Evaluation Period that will close to plant by December 31 of the following year
4) An analysis that describes:
   a) how the project advances customer service, reliability, safety, operational efficiency or other similar purposes
   b) why the project is appropriate at this time
   c) alternative(s) that were considered and the cost associated with alternative(s) or a statement explaining why no feasible alternatives exist
   d) Any engineering plans, specifications or drawings that exist at the time of the Evaluation Report filing

C. Specific Projects (between $5 million and $10 million closing to plant or in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments):

For each capital project listed in Section A above for which the estimated capital costs exceeds $5 million but are less than $10 million and which does not fall within the description of recurring program spending described in Section D below, the Company shall provide as minimum filing requirements the following documentation, with the understanding that the Company shall provide any additional documentation in response to reasonable data requests by CNO that will facilitate CNO's review of the Evaluation Report:

1) Clearly defined project description and project objective, including how the program advances customer service, reliability, safety, operational efficiency or other similar purposes
2) The projected start and end dates of the project
3) Any historical spend on the project, if applicable, and developed cost estimate for the spend in the Evaluation Period that will close to plant by December 31 of the following year

D. Recurring program spending:

For recurring capital spending that can be categorized in to programs with defined objectives that are budgeted collectively, and which is not captured in Sections B and C above, the Company shall provide:

a. program description and purpose of the program, including how the program advances customer service, reliability, safety, operational efficiency or other similar purposes
b. Cost estimate based upon an analysis of historical plant in service data from which the amount requested to be included in rate base was derived
c. An explanation for any material deviations from historical program trends that are reflected in the amount requested to be included in rate base

ENTERGY NEW ORLEANS, LLC
ELECTRIC SERVICE

RIDER SCHEDULE EFRP-~~7~~8

Effective: ~~September 7, 2023~~
Filed: ~~November 16, 2023~~XX, 2026
Supersedes: EFRP-~~6~~ 7 Effective ~~November 2020~~September 7, 2023
Schedule Consists of: Seven Pages Plus Attachments A - H

ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE

I. GENERAL

This Electric Formula Rate Plan Rider Schedule EFRP-~~7~~ 8 ("Rider EFRP") defines the procedure by which the rates contained in the Entergy New Orleans, LLC ("ENOL" or "Company") electric rate schedules designated in Attachment A to this Rider EFRP ("Rate Schedules") may be periodically adjusted. Rider EFRP shall apply in accordance with the provisions of Section II.A below to all electric service billed under the Rate Schedules, whether metered or unmetered, and subject to the jurisdiction of the Council of the City of New Orleans ("CNO" or "Council"). |T |~~T~~

II. APPLICATION AND REDETERMINATION PROCEDURE

A. RATE ADJUSTMENT

The adjustments to the Company's rates set forth in Attachment A to this Rider EFRP ("Rate Adjustments") shall be added to the rates set out in the monthly bills in accordance with the Company's Rate Schedules. Such Rate Adjustments are determined by rate class consistent with Resolution R-16-103 and R-19-457. The Rate Adjustments shall be determined in accordance with the provisions of Sections II.B and II.C below. |~~T~~

B. ANNUAL FILING AND REVIEW

1. FILING DATE

On or before April 30 of each year, beginning in ~~2024~~2027, ENOL shall file a report with the Council containing an evaluation of the Company's earnings for the immediately preceding calendar year prepared in accordance with the provisions of Section II.C below ("Evaluation Report"). A revised Attachment A shall be included in each such filing containing the Company's proposed revised Rate Adjustments determined in accordance with the provisions of Section II.C below. |T |~~T~~

2. RATE CLASS REVENUE REQUIREMENT AND REVENUE ALLOCATION

For purposes of determining Rate Adjustments by rate class, the allocation of Evaluation Period revenue between fixed and variable revenue shall be based on the fixed and variable revenue requirements that underlie the rates, as adjusted by any FRP Rate Adjustments in effect during the Evaluation Period, with the exception of Fuel Adjustment Clause revenue, which shall be treated as variable revenue. The determination of the fixed and variable revenue requirements by rate class shall be consistent with the allocation methodologies applied in Docket UD-18-07 except that the return on rate base component shall be based on the class rates of return established by the Council, with the initial class rates of return determined by the relative (Total) revenues by rate class set in Docket UD-18-07. In the event that the most recently established class rates of return do not produce a return on rate base component equal to the Company's Benchmark Return on Rate Base times the Company's Rate Base ("Total Company Return Requirement") for the Evaluation Period, such class rates of return shall be adjusted so as to recover the Total Company Return Requirement.

The class rates of return will be adjusted to move the class rates of return toward the Benchmark Return on Rate Base. The numerical values of the external allocation factors will be updated with each EFRP filing in accordance with Section II.C.1.a (2). The Fixed and Variable Revenue Deficiency/(Excess) by rate class shall be shown in Attachment G.

3. REVIEW PERIOD

The Council's Advisors ("Advisors") and all intervenors ("Intervenors"), which together with ENOL shall be referred to hereinafter, collectively, as the "Parties," shall receive a copy at the time it is filed with the Council of each Evaluation Report filing together with all subsequent filings in the related proceeding. All Intervenors in Docket UD-18-07 shall be recipients of each such Evaluation Report filing. At the time each such Evaluation Report is filed, ENOL shall provide all Parties with workpapers supporting the data and calculations reflected in the Evaluation Report. The Parties may request such clarification and additional supporting data as each deems necessary and within the scope of normal discovery to adequately review the Evaluation Report and ENOL's proposed revised Rate Adjustments. ENOL shall provide such clarifications and additional supporting data sought by the other Parties within fifteen (15) days for each and every request.

The Parties shall then have until July 15 or 75 days after filing, whichever is longer, to review the Evaluation Report to ensure that it complies with the requirements of Section II.C below. If any of the Parties should detect an error(s) (as distinguished from a regulatory issue(s)) in the application of the principles and procedures contained in Section II.C below, such error(s) shall be formally communicated in writing to the Company and/or other Parties by July 15 of the filing year. Each such indicated error shall include documentation of the proposed correction. The Company shall then have thirty-five (35) days to review any proposed corrections, to work with the other Parties to resolve any differences and to file a revised Attachment A containing Rate Adjustments reflecting all corrections upon which the Parties agree. The Company shall provide the other Parties with appropriate work papers supporting any revisions made to the Rate Adjustments initially filed.

Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions of Section II.B.4 below, the Rate Adjustments initially filed under the provisions of Section II.B.1 above, or such corrected Rate Adjustments as may be determined pursuant to the terms of this Section II.B.3, shall become effective for bills rendered on and after the first billing cycle of September of the filing year ("September Adjustment"). Those Rate Adjustments shall then remain in effect until changed pursuant to the provisions of this Rider EFRP.

4. RESOLUTION OF DISPUTED ISSUES

In the event there is a dispute regarding any Evaluation Report, the Parties shall work together in good faith to resolve such dispute. If the Parties are unable to resolve the dispute by the end of the thirty-five (35) day period provided for in Section II.B.3 above, revised Rate Adjustments reflecting all revisions to the initially filed Rate Adjustments on which the Parties agree shall become effective as provided for in Section II.B.3 above. Any disputed issues shall be submitted to the Council for the setting of an Administrative Hearing before its designated Hearing Officer and a subsequent Resolution of the Council pursuant to the provisions of the Home Rule Charter.

If the Council's final ruling on any disputed issues requires changes to the September Adjustment referenced in Paragraph II.B.3 above, the Company shall file a revised Attachment A ("Final Adjustment") containing such further modified Rate Adjustments within fifteen (15) days after receiving the Council's order resolving the dispute. The Company shall provide a copy of the filing to the Council together with appropriate supporting documentation. Such modified Rate Adjustments shall then be implemented with the first billing cycle of the month after the date of the ruling if the ruling is received by

the 5th day of the month, otherwise, the modified Rate Adjustments shall then be implemented with the first billing cycle of the second subsequent month after the date of the ruling and shall remain in effect until superseded by Rate Adjustments established in accordance with the provisions of this Rider EFRP.

Within 60 days after receipt of the Council's final ruling on disputed issues, the Company shall determine the amount to be refunded or surcharged to customers, if any, together with interest at a Council mandated rate of interest. Such refund/surcharge amount shall be based on customers' revenue from the first billing cycle of September of the filing year through the last date the interim Rate Adjustments were billed. Such refund/surcharge amount shall be applied to customers' bills in the manner prescribed by the Council.

C. ANNUAL REDETERMINATION OF RATE ADJUSTMENTS

1. DEFINITION OF TERMS

a. EVALUATION PERIOD

(1). The Evaluation Period shall be the twelve-month period ended December 31 of the calendar year immediately preceding the filing. The historic data utilized in each Evaluation Report shall be based on actual results for the Evaluation Period as recorded as electric operations on the Company's books in accordance with the Uniform System of Accounts and such other documentation as may be appropriate in support of adjustments including known and measurable[1] changes in the revenues or cost of providing utility service for the Evaluation Period as further addressed in Attachments B and C hereto.

(2). ENOL shall update external allocation factors with supporting workpapers for the Evaluation Period for the twelve-month period ended September 30 of the calendar year immediately preceding the filing. External allocation factors are those developed independently from the class cost of service study using customer data such as peak demands, energy usage, and number of customers, etc., e.g. external allocation factors are production demand, production energy, and transmission demand.

b. EARNED RATE OF RETURN ON COMMON EQUITY

The Earned Return on Common Equity ("EROE") shall be evaluated based on the Company's total revenues and costs except for the revenues and costs recovered through the Securitized Storm Cost Recovery Rider and the Securitized Storm Cost Offset Rider. The EROE for any Evaluation Period shall be determined in accordance with the EROE Formula set out in Attachment B. The EROE determination shall reflect the Evaluation Period adjustments set out in Attachment C.

c. BENCHMARK RATE OF RETURN ON RATE BASE

The Benchmark Rate of Return on Rate Base ("BRORB") shall be determined in accordance with the BRORB formula set out in Attachment D.

d. EVALUATION PERIOD COST RATE FOR COMMON EQUITY

The Evaluation Period Cost Rate for Common Equity ("EPCOE") is the Company's cost rate for common equity applicable to the Evaluation Period. The EPCOE value applicable for each Evaluation Period shall be determined in accordance with

[1] For purposes of this Rider EFRP, adjustments for changes to Rate Base, Revenues, and Expense for the prospective twelve months following the EFRP evaluation period (i.e. Proforma Adjustments) can be made as long as they are "Known and Measurable." Known and Measurable changes, including attendant impacts, are those changes that reflect changes in operating conditions and/or costs incremental to test year evaluation period operations. Such costs must be expected to be incurred and reasonably budgeted with sufficient information to be verified as appropriate proforma adjustments as set forth in Attachment H.

Attachment E.

e. ANNUALIZED EVALUATION PERIOD EFRP REVENUE
The Annualized Evaluation Period EFRP Revenue is the Rider EFRP Rider Rate Adjustment by rate class (Final Adjustments) in effect at the end of the Evaluation Period multiplied times the applicable Evaluation Period Billing Revenues.

f. TOTAL RIDER EFRP REVENUE
The Total Rider EFRP Revenue is the Annualized Evaluation Period EFRP Revenue plus the reduction/increase in Rider EFRP Revenue as calculated in Attachment F.

g. RATE OF RETURN ON COMMON EQUITY BANDWIDTH
The Rate of Return on Common Equity Bandwidth ("Bandwidth") shall be an Upper Band equal to the EPCOE plus 0.50% (50 basis points) and a Lower Band equal to the EPCOE minus 0.50% (50 basis points).

2. TOTAL RIDER EFRP REVENUE

In each Evaluation Period, the Total Rider EFRP Revenue level shall be determined using the Rider EFRP Revenue Redetermination Formula set out in Attachment F, which reflects the following rules:

a. If the EROE is less than the Lower Band, the ROE Adjustment shall be equal to the EPCOE minus the EROE.

b. If the EROE is greater than the Upper Band the ROE Adjustment shall be equal to the EPCOE minus the EROE.

c. There shall be no change in Rider EFRP Revenue level for the Evaluation Period if the EROE is less than or equal to the Upper Band and greater than or equal to the Lower Band.

3. RATE CLASS TOTAL RIDER EFRP REVENUE

In the event of a change in Total Rider EFRP Revenue, as determined under the provisions of Section II.C.2, the Total Rider EFRP Revenue by rate class will be determined by comparing each rate class's Evaluation Period Fixed and Variable Revenue Requirements to the Evaluation Period Fixed and Variable Revenues, excluding the effects of the Base Rate Adjustment Rider, respectively, in Attachment G.

In the event that the change in Total Rider FRP Revenues determined under the provisions of Section II.C.2 is less than 10% and the comparison in the above paragraph shows a rate class increase of greater than 10% in the Total Rider EFRP Revenue for the Mastered Metered Non-Residential, High Voltage, Large Municipal, or Large Interruptible Service rate classes individually, then such rate class's EFRP Revenue increase shall be limited to 10% and the increase above 10% shall be allocated to all other rate classes (to the extent not subject to the cap described in this paragraph) in proportion to their individual rate class Total Rider FRP Revenues. T

4. EVALUATION REPORT RATE ADJUSTMENT REDETERMINATION

All applicable retail rate and rider schedules as shown on Attachment A to this rider schedule EFRP on file with the Council will be adjusted through Rider Schedule EFRP by these percentages as determined under Section II.C.3, with the exception of the Residential rate class, and will be shown on Attachment A. For the Residential rate class,

the percentage determined under Section II.C.3 shall not be applied to the customer charge so that the Total Rider EFRP Revenue is recovered by applying a Rate Adjustment to the Energy Charge.

III. PROVISIONS FOR OTHER RATE CHANGES

A. EXTRAORDINARY COST CHANGES

It is recognized that from time to time ENOL may experience extraordinary increases or decreases in costs that occur as a result of actions, events, or circumstances beyond the control of the Company. Such costs may significantly increase or decrease the Company's revenue requirements and, thereby, require rate changes that this Rider EFRP is not designed to address. Should ENOL experience such an extraordinary cost increase or decrease, excluding costs recovered via the Fuel Adjustment Clause, having an annual revenue requirement impact exceeding $6 million on a total electric Company basis then either the Company or the Council may initiate a proceeding to consider a pass-through of such extraordinary cost increase or decrease.

B. FORCE MAJEURE

In addition to the rights of ENOL under this Rider, or as provided by law, to make a filing for the pass-through of costs outside the provisions of the Rider EFRP, if any event or events beyond the reasonable control of ENOL including natural disaster, damage or unforeseeable loss of generating capacity, changes in regulation ordered by a regulatory body or other entity with appropriate jurisdiction, and orders or acts of civil or military authority, cause increased costs to ENOL or result in a deficiency of revenues to ENOL which is not readily capable of being addressed in a timely manner under this Rider EFRP, ENOL may file for rate or other relief outside the provisions of the Rider EFRP. Such request shall be considered by the Council in accordance with applicable law governing such filings.

C. CHANGES IN TAX RATE

In the event of a change in the state or federal corporate income tax rate(s) applicable to ENOL, and/or any related changes to tax law, including, but not limited to changes that may affect the effective tax rate(s) and/or changes that may affect the treatment of accumulated deferred income tax, ENOL shall include in the EFRP Evaluation Report following the change in law, all relevant information for the Council to determine the effect on the revenue requirement and propose related ratemaking treatment to become effective as of the date of the change in law.

D. SPECIAL RATE FILINGS

The Company is experiencing a changing business environment and increasing competition. Experimental, developmental, and alternative rate schedules may be appropriate tools for the Company to use to address these conditions. Therefore, nothing in this Rider shall be interpreted as preventing the Company from proposing, or requiring the Council to approve, any revisions to existing rate schedules or implement new rate schedules as may be appropriate. Any such rate changes shall be filed with the Council and evaluated in accordance with the rules and procedures then in effect.

IV. EFFECTIVE DATE AND TERM

Rider EFRP shall be in effect for fourthree years with annual Evaluation Report filings to be made on or before April 30 of 20242027, 20252028, 2029, and 2026 2030 for the Evaluation Periods 20232026, 20242027, 2028, and 20252029, respectively. The FRP Rates, resulting from the April 30, 2026 2030 Filing shall continue in effect until such time as new rates become effective pursuant to a final Council order.

ENTERGY NEW ORLEANS, LLC
ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE EFRP-~~6688~~
FOR THE PERIOD ENDED DECEMBER 31, 20XX

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1	Attachment A - Rate Adjustments by Rate Class
2	Attachment F - Rider EFRP Revenue Redetermination Formula Attachment G – Rate Class Rider EFRP Revenue Redetermination (Page 1), Fixed Revenue Deficiency/(Excess) (Page 2), Variable Revenue Deficiency/(Excess) (Page 3), and Fixed and Variable Revenue Deficiency/(Excess) (Page 4)
3	Attachment B - Earned Rate of Return on Common Equity Rate Base Operating Income Income Tax
4	Attachment E - Evaluation Period Cost Rate for Common Equity
5	Attachment D - Benchmark Rate of Return on Rate Base
6	Attachment C - Adjustment Descriptions Rate Base Adjustments Operating Income Statement Adjustments Income Tax Adjustments
7	Other Workpapers to Attachments
	Workpapers (to be included in EFRP filings)
8	Per Book Evaluation Period Result
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8.2	Miscellaneous Data
8.3	Allocation Factors
9	FERC Form 1 selected pages substantiating Per Book Data

10	Adjustments per Attachment C
	Rate Annualization Adjustment
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	Ratemaking Adjustments
	Ratemaking Adjustments - Known and Measurable
	Reclassifications
	Out-of-Period Items
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11	Benchmark Rate of Return on Rate Base
12	Other Rate Schedule Changes
13	Attachment H – Documentation in Support of Known and Measurable Changes

Effective: ~~9-1-2026~~

ATTACHMENT A

ENTERGY NEW ORLEANS, LLC
ELECTRIC FORMULA RATE PLAN RIDER SCHEDULE EFRP-~~7~~8
RATE ADJUSTMENTS

The following Rate Adjustments will be applied to the rates set out in the monthly bills of Entergy New Orleans, LLC's ("ENOL") Rate Schedules identified below, or such additional rate schedules of ENOL subject to the Electric Formula Rate Plan Rider Schedule EFRP-~~7~~ 8 that may become effective. The Rate Adjustments shall be effective for bills rendered on and after the first billing cycle of September ~~2026~~ ~~2027~~ of the filing year for the ~~2026~~ ~~2027~~XXXX Evaluation Report and September of the filing year for subsequent Evaluation Reports or as approved by the City Council of the City of New Orleans. T

The Net Monthly Bill calculated pursuant to each applicable retail rate schedule* and rider schedule* on file with the City Council of the City of New Orleans will be adjusted monthly by the class percentages below before application of the monthly fuel adjustment except this Rider will not apply to the following:

*Excluded Schedules: AFC, BRAR, Contract Minimums, RES Customer Charges, DTK, EAC, EECR, EVCI, FAC, GPO, MES, MISO, PPCR, PPS, R-8, R-3, RPCEA, SMS, SSCO, SSCR, SSCOII, and SSCRII

ENTERGY NEW ORLEANS, LLC – ELECTRIC
FORMULA RATE PLAN RATES

Line No.	Rate Class	Applicable Base Revenue (1)	Fixed and Variable Revenue Deficiency/ (Excess) (2)	Total FRP Rates
1	RESIDENTIAL	~~$182,389,082~~	~~$64,080,281~~	~~35.1338%~~
2	SMALL ELECTRIC	~~$72,700,395~~	~~$23,560,148~~	~~32.4072%~~
3	MUNICIPAL BUILDINGS	~~$2,473,664~~	~~$2,370,805~~	~~95.8418%~~
4	LARGE ELECTRIC	~~$24,584,313~~	~~$4,479,246~~	~~18.2199%~~
5	LARGE ELECTRIC HIGH LOAD FACTOR	~~$93,384,626~~	~~$18,614,051~~	~~19.9327%~~
6	MASTER METERED NON-RESIDENTIAL	~~$439,832~~	~~($46,415)~~	~~-10.5529%~~
7	HIGH VOLTAGE	~~$5,584,082~~	~~$1,046,020~~	~~18.7322%~~
8	LARGE INTERRUPTIBLE	~~$3,635,973~~	~~($240,406)~~	~~-6.6119%~~
9	LARGE MUNICIPAL	~~$1,792,980~~	~~($45,016)~~	~~-2.5107%~~
10	LIGHTING	~~$3,939,175~~	~~$266,386~~	~~6.7625%~~

CR

Note:
(1) Excludes schedules specifically identified on Attachment A above.
(2) This column reflects the following amounts: (a) Annualization of current effective FRP revenue based on the portion of the FRP rate representing revenue requirements subject to the bandwidth calculation (Attachment A / Page 1, col. G); (b) the Change in FRP revenue further detailed on Page 2 and Attachment G (Attachment A / Page 1, col. H); (c) Revenue requirements not subject to the FRP bandwidth calculation (Attachment A / Page 1, col. I).

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC EARNED RATE OF RETURN ON COMMON EQUITY FORMULA				
Line No.	**Description**		**Adjusted Amount**	
	TOTAL COMPANY			
1	RATE BASE	P 2, L23		
2	BENCHMARK RATE OF RETURN ON RATE BASE	Att D, L 4, Col D		
3	REQUIRED OPERATING INCOME	L 1 * L 2		
4	NET UTILITY OPERATING INCOME	P 3, L 25		
5	OPERATING INCOME DEFICIENCY/(EXCESS)	L 3 - L 4		
6	REVENUE CONVERSION FACTOR (1)			
7	REVENUE DEFICIENCY/(EXCESS)	L 5 * L 6		
8	PRESENT RATE REVENUES FROM ULTIMATE CUSTOMERS	P 3, L 1		T
9	REVENUE REQUIREMENT	L 7 + L 8		
10	PRESENT RATE REVENUES FROM ULTIMATE CUSTOMERS	P 3, L 1		T
11	REVENUE DEFICIENCY/(EXCESS)	L 9 - L 10		
12	REVENUE CONVERSION FACTOR (1)			
13	OPERATING INCOME DEFICIENCY/(EXCESS)	L 11/L 12		
14	RATE BASE	P 2, L 23		
15	COMMON EQUITY DEFICIENCY/(EXCESS)	L 13/L 14		
16	WEIGHTED EVALUATION PERIOD COST RATE FOR COMMON EQUITY (%)	Att D, L 3, Col D		
17	WEIGHTED EARNED COMMON EQUITY RATE (%)	L 16 - L 15		
18	COMMON EQUITY RATIO (%)	Att D, L 3, Col B		
19	EARNED RATE OF RETURN ON COMMON EQUITY (%)	L 17 /L 18		

Notes:

(1) Revenue Conversion Factor = 1 / [(1 - Composite Tax Rate) * (1 – Bad Debt-Revenue Related Tax Rate-Regulatory Commission Expense Rate)]

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC
RATE BASE (A)

Line No.	Description	Per Books	Adjustments (B)	Adjusted Amount
1	PLANT IN SERVICE			
2	ACCUMULATED DEPRECIATION			
3	**NET UTILITY PLANT** (L1+ L2)			
4	PLANT HELD FOR FUTURE USE			
5	CONSTRUCTION WORK IN PROGRESS (C)			
6	MATERIALS AND SUPPLIES (D)			
7	PREPAYMENTS (D)			
8	CASH WORKING CAPITAL (E)			
9	PROVISION FOR INJURIES & DAMAGES RESERVE (D)			
10	PROVISION FOR PROPERTY INSURANCE RESERVE (D)			
11	PLANT ACQUISITION ADJUSTMENT			
12	INVESTMENT IN SUB-CAPITAL (D)			
13	CUSTOMER ADVANCES			
14	CUSTOMER DEPOSITS			
15	ACCUMULATED DEFERRED INCOME TAXES			
16	ACCUMULATED DEFERRED ITC - PRE-1971			
17	OTHER (F) (G)			
18	FUEL INVENTORY (D)			
19	NET UNAMORTIZED RATE CASE EXPENSE			
20	NET UNAMORTIZED ALGIERS MIGRATION COSTS			
21	NET UNAMORTIZED UNRECOVERED GENERAL PLANT			
22	PENSION LIABILITY RATE BASE EXCL SFAS 158			
23	**RATE BASE** (L3 + Sum of L4 through L22)			

Notes:

(A) Ending balances are to be utilized except where otherwise noted
(B) Adjustments as set out in Attachment C to this rider EFRP
(C) Amount not subject to AFUDC accrual
(D) 13-month average balances
(E) Cash Working Capital is deemed to be zero.
(F) Other items includible in rate base but not specifically identified above, including but not limited to any items recognized pursuant to Section 8 of Attachment C
(G) Beginning & Ending or 13-mos average as more appropriate

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC
OPERATING INCOME

Line No.	Description	Per Books	Adjustments (A)	Adjusted Amount
	REVENUES			
1	SALES TO ULTIMATE CUSTOMERS			
2	EPP & SYSTEM SALES			
3	OTHER ELECTRIC REVENUE			
4	TOTAL OPERATING REVENUES (Sum of L1 through L3)			
	EXPENSES			
	ELECTRIC O&M			
5	PRODUCTION			
6	TRANSMISSION			
7	DISTRIBUTION			
8	CUSTOMER ACCOUNTING			
9	CUSTOMER SERVICE & INFORMATION			
10	SALES			
11	ADMINISTRATIVE & GENERAL			
12	TOTAL ELECTRIC O&M EXPENSES (Sum of L5 through L11)			
13	GAIN FROM DISPOSITION OF ALLOWANCES			
14	REGULATORY DEBITS & CREDITS (B)			
15	DEPRECIATION & AMORTIZATION EXPENSES			
16	INTEREST ON CUSTOMER DEPOSITS			
17	TAXES OTHER THAN INCOME			
18	STATE INCOME TAX			
19	FEDERAL INCOME TAX			
20	PROV DEF INC TAX - STATE – NET			
21	PROV DEF INC TAX - FED – NET			
22	INVESTMENT TAX CREDIT-NET			
23	OTHER (C)			
24	TOTAL UTILITY OPERATING EXPENSES (L12 + Sum of L13 through L23)			
25	NET UTILITY OPERATING INCOME (L4 – L24)			
26				

Notes:
(A) Adjustments defined in Attachment C
(B) Including, but not limited to, the amortization of regulatory assets and liabilities.
(C) Other items included pursuant to Section 8 of Attachment C

Attachment B

ENTERGY NEW ORLEANS, LLC – ELECTRIC INCOME TAX					
Line No.	**Description**	**Reference**	**Per Books**	**Adjustments (A)**	**Adjusted Amount**
1	TOTAL OPERATING REVENUES	Att B, P 3, L 4			
2	TOTAL O&M EXPENSE	Att B, P 3, L 12			
3	GAIN FROM DISPOSITION OF ALLOWANCES	Att B, P 3, L 13			
4	REGULATORY DEBITS & CREDITS)	Att B, P 3, L 14			
5	DEPRECIATION & AMORTIZATION EXPENSE	Att B, P 3, L 15			
6	INTEREST ON CUSTOMER DEPOSITS	Att B, P 3, L 16			
7	TAXES OTHER THAN INCOME	Att B, P 3, L 17			
8	NET INCOME BEFORE INCOME TAXES	L 1- Sum of L 2 through L 7			
9	ADJUSTMENTS TO NET INCOME BEFORE TAXES				
10	TAXABLE INCOME	L 8 + L 9			
	COMPUTATION OF STATE INCOME TAX				
11	STATE TAXABLE INCOME	L 10			
12	STATE ADJUSTMENTS				
13	TOTAL STATE TAXABLE INCOME	Sum of L 11 through L 12			
14	STATE INCOME TAX BEFORE ADJUSTMENTS (B)	L 13*Eff. Tax Rate			
15	ADJUSTMENTS TO STATE TAX				
16	STATE INCOME TAX	L 14 + L 15			
	COMPUTATION OF FEDERAL INCOME TAX				
17	TAXABLE INCOME	L 10			
18	STATE INCOME TAX	L 14 as deduction			
19	FEDERAL ADJUSTMENTS				
20	TOTAL FEDERAL TAXABLE INCOME	Sum of L 17 through L 19			
21	FEDERAL INCOME TAX BEFORE ADJUSTMENTS (B)	L 20* Eff. Tax Rate			
22	ADJUSTMENTS TO FEDERAL TAX				
23	FEDERAL INCOME TAX	L 21+L 22			

Notes:

(A) Adjustments as defined in Attachment C

(B) The Tax Rate in effect at the time the Evaluation Report is filed shall be utilized.

Attachment C

ENTERGY NEW ORLEANS, LLC

EVALUATION PERIOD ADJUSTMENTS

The actual (per book) data for each Evaluation Period as reflected in Attachment B, shall be adjusted to reflect the following:

1 Rate Annualization Adjustment

A) Rate Schedule Revenue shall be adjusted to reflect, on an annualized basis by Rate Class, the Rate Adjustments in effect at the end of the Evaluation Period under this Rider EFRP. The revenue effects of the Algiers Residential mitigation rider are to be eliminated.

B) The rate base, revenue and expense effects associated with the SSCR, SSCO, SSCRII, and SSCOII riders that ENOL may have in effect during the Evaluation Period, which recover specific costs, are to be eliminated.

2 Interest Synchronization

All Evaluation Period Interest expenses are to be eliminated and replaced with an imputed interest expense amount equal to the Evaluation Period rate base multiplied by the weighted embedded cost of debt for the Evaluation Period determined in accordance with Attachment D.

3 Income Taxes

All state and federal income tax effects including 1) adjustments to taxable income, 2) adjustments to current taxes, 3) provisions for deferred income tax (debit and credit), and 4) accumulated provision for deferred income tax (debit and credit) shall be adjusted or eliminated, as appropriate, to comport with the following principles:

A) Effects associated with other adjustments set out in this Attachment C shall similarly and consistently be adjusted;

B) All effects associated with the difference in the timing of transactions, where the underlying timing difference is eliminated, shall also be eliminated;

C) The corporate state and federal income tax laws legally in effect on the date an Evaluation Report is filed under this EFRP Rider shall be reflected in the calculation of all income tax amounts; and

D) Tax effects normally excluded for ratemaking purposes shall be eliminated.

4 Ratemaking Adjustments

A) The regulatory assets and associated amortization and any regulatory debits and credits not recovered through base rates shall be excluded.

B) The amortization and/or rate base amount of any regulatory asset or deferral previously authorized by the Council shall be adjusted consistent with such authorization.

C) The Retired Plant Revenue Requirement as agreed in Council Resolution R-18-37, which includes a return on the Stranded Meter ADIT shall be included in Regulatory Debits, and the Stranded Meter ADIT shall be excluded per Council Resolution R-20-67.

D) Any OPEB expense credits associated with ENO's OPEB plan shall be excluded.

E) A minor storm reserve accrual in the amount of $0.5 million shall be included in O&M expense, and the minor storm reserve credit balance shall be included in Rate Base. Minor Storm O&M expenses exceeding the available minor storm reserve credit balance shall be includible as expenses in the FRP Evaluation Filing, if incurred during a test period.

F) Extraordinary Cost Changes

5 Ratemaking Adjustments – Known and Measurable Adjustments

A) ENO may propose other known and measurable costs that are supportable and expected to be incurred in the prospective 12 months following the FRP evaluation period, if the Company elects to do so, in accordance with Attachment H.

6 Reclassifications

A) Revenues associated with ENOL's rates in the CNO Retail Jurisdiction but included in Other Electric Revenue on a per book basis (Attachment B, Page 3, Line 3) shall be reclassified as rate schedule revenue.

B) Costs not allowable for ratemaking purposes shall be removed by adjustment from the Evaluation Period cost data. Likewise, costs that are allowed, but recorded below the utility operating income line, shall be included in the Evaluation Period cost data through appropriate reclassification adjustments. These adjustments shall include but are not limited to the reclassification of below-the-line interest expense associated with customer deposits as interest on customer deposits expense.

7 Out-of-Period Items

Expenses and revenues recorded in any Evaluation Period that are related to transactions occurring prior to the Evaluation Period used in the first Filing shall be eliminated by adjustment from the Evaluation Period cost data. This shall include any associated tax adjustments.

8 Other

In addition to Adjustments 1 through 7 above, there may, from time-to-time, be special costs or rate effects that occur during an Evaluation Period that require adjustments of the Evaluation Period cost data. Nothing in this Rider EFRP shall preclude any Party from proposing such adjustments.

Attachment D

ENTERGY NEW ORLEANS, LLC

BENCHMARK RATE OF RETURN ON RATE BASE

	Description	(A) Capital Amount (1) ($)	(B) Capital Ratio (%)	(C) Cost Rate (2) (%)	(D) Benchmark Rate of Return on Rate Base (3)
1	LONG-TERM DEBT (4)		45%		
2	PREFERRED EQUITY				
3	COMMON EQUITY (4)		55%		
4	TOTAL		100%		

Notes:

(1) Amounts at the end of the Evaluation Period as adjusted for refinancing activities. All Long-Term Debt issues shall reflect the balance net of a) unamortized debt discount, premium, and expense; b) gain or loss on reacquired debt; and c) any adjustments required per Attachment C. All Preferred Stock issues shall reflect the balance net of discount, premium and capital stock expense.

(2) Annualized cost of Long-Term Debt and Preferred Equity at the end of the Evaluation Period divided by the corresponding Capital Amount. The Long-Term Debt Cost Rates shall include a) annualized amortization of debt discount, premium, and expense; b) annualized gain or loss on reacquired debt; and c) any adjustments required per Attachment C. The Common Equity Cost Rate shall be the Evaluation Period Cost Rate for Common Equity (EPCOE) determined in accordance with Attachment E.

(3) The components of the BRORB column are the corresponding Cost Rates multiplied by the associated Capital Ratio. The BRORB is the sum of the components so determined and expressed as a % to two decimal places (XX.XX%).

(4) The common equity ratio shall be 55% and the long-term debt ratio shall be 45% in accordance with Council Resolution R-23-491.

Attachment E

ENTERGY NEW ORLEANS, LLC
EVALUATION PERIOD COST RATE FOR COMMON EQUITY PROCEDURE

EVALUATION PERIOD COST RATE FOR COMMON EQUITY

The EPCOE applicable for any Evaluation Report pursuant to this Rider EFRP shall be 9.35%.

Attachment F

ENTERGY NEW ORLEANS, LLC – ELECTRIC
RIDER EFRP REVENUE REDETERMINATION FORMULA

SECTION 1

BANDWIDTH CHECK

Line No.	DESCRIPTION	REFERENCE	
1	Earned Rate of Return on Common Equity ("EROE")	Attachment B, P 1, L 21	
2	Evaluation Period Cost Rate for Common Equity ("EPCOE")	Per Attachment E	
3	Upper Band	L 2 + 0.50%	
4	Lower Band	L 2 – 0.50%	
5	ROE Adjustment	If L1 < L4, then L2 – L1; If L1 > L3, then L2 – L1	
		but no adjustment if L1 ≥ L 4 and L1 ≤ L3	

SECTION 2

ROE BAND RATE ADJUSTMENT

	DESCRIPTION	REFERENCE		
6	ROE Adjustment	Per L 5		
7	Common Equity Capital Ratio	Attachment D, L 3, Col B		
8	Rate Base	Attachment B, P 1, L 1		
9	Revenue Conversion Factor	Attachment B, P 1, L 6		
10	Total Change in Rider EFRP Revenue	L6 * L7 * L8 * L9		

SECTION 3

TOTAL BAND RATE ADJUSTMENT

	DESCRIPTION	REFERENCE	
11	Annualized Evaluation Period EFRP Revenue (1)	See Note 1	
12	(Reduction)/Increase in Rider EFRP Revenue	L 10	
13	Extraordinary Cost Change Revenue Requirement	Per Sec. III.A of the Tariff	
14	Other Recoveries	See Note 3	
15	Total Rider EFRP Revenue (2)	L 11 + L 12 + L 13 + L14	

Notes:

(1) Rider EFRP Rate Adjustments in effect at the end of the applicable Evaluation Period multiplied by the applicable Evaluation Period billing revenues plus any other applicable adjustments.

(2) The Total Rider EFRP Revenue reflects the total credit or surcharge to be applied to customer bills based on the results of the Rider EFRP Redetermination Formula.

(3) Other outside the bandwidth formula recoveries authorized by the Council shall be reflected on this line 14. See for example, in the 2021 Evaluation Report and the 2022 Evaluation Report, ENO is authorized to recover the IRAR Adjustments outside of the bandwidth formula per the Agreement in Principle approved in Council Resolution R-20-344.

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC
FORMULA RATE PLAN
Electric Utility Revenue Redetermination by Rate Class at Equal Rates of Return
ELECTRIC

Line No.	Description	Total Company Adjusted	Residential	Small Electric	Municipal	Large Electric	High Load Factor	Master Metered	High Voltage	Large Interruptible	Large Municipal	Lighting
[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]
1	Rate Base											
2	ENO Required Rate of Return on Rate Base After taxes											
3	ENO Required Rate of Return on Rate Base Including taxes											
4	Return on Rate Base including income taxes											
5	Operation & Maintenance Expense											
6	Gains from Disp of Allowances											
7	Regulatory Debits & Credits											
8	Interest on Customer Deposits											
9	Other Credit Fees											
10	Depreciation & Amortization Expense											
11	Amortization of Plant Acquisition Adjustment											
12	Taxes Other than Income											
13	Adjustment (Bad Debt, Reg. Exp. & Tax Difference)											
14	Less Credit to COS from Other Operating Revenue											
15	**Total Cost of Service**											
16	Less Present Revenue [1]											
17	**= Revenue Deficiency (Excess)**											
18	Percent Increase on Total Revenues											

Note:
[1] Revenue annualization reflects the FRP rate adjustment, excluding recoveries not subject to the bandwidth calculation, and thus differs from the as-billed rate in the current Attachment A.

ENTERGY NEW ORLEANS, LLC
FORMULA RATE PLAN
Electric Utility Revenue Redetermination by Rate Class at Equal Rates of Return
ELECTRIC
Test Year Ending December 31, 2025

Line No.	Description	Total Company Adjusted	Residential	Small Electric	Municipal	Large Electric	High Load Factor	Master Metered	High Voltage	Large Interruptible	Large Municipal	Lighting
[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]
1	Rate Base	1,211,061,492	704,222,604	177,056,791	18,343,556	60,887,851	223,402,244	1,145,467	8,184,592	5,858,185	2,166,875	9,793,326
2	ENO Required Rate of Return on Rate Base After taxes	7.45%										
3	ENO Required Rate of Return on Rate Base Including taxes	9.19%	3.81%	20.90%	10.02%	13.00%	14.82%	1.13%	17.04%	4.73%	14.28%	26.58%
4	Return on Rate Base including income taxes	111,325,048	26,857,744	37,012,602	1,837,923	7,916,187	33,103,843	12,892	1,394,723	276,915	309,419	2,602,801
5	Operation & Maintenance Expense	480,219,733	258,428,422	67,773,121	2,669,832	26,827,319	105,338,258	473,037	8,504,142	6,411,812	1,740,606	2,053,183
6	Gains from Disp of Allowances	-	-	-	-	-	-	-	-	-	-	-
7	Regulatory Debits & Credits	(19,999,934)	(11,999,960)	(3,779,954)	(255,699)	(994,186)	(3,429,511)	(17,999)	(149,995)	(191,999)	(99,199)	(149,161)
8	Interest on Customer Deposits	2,334,337	1,357,399	341,279	35,357	117,362	430,611	2,208	15,776	11,292	4,177	18,877
9	Other Credit Fees	57,196	33,259	8,362	866	2,876	10,551	54	387	277	102	463
10	Depreciation & Amortization Expense	80,774,099	47,784,232	11,848,711	1,069,507	3,912,576	14,291,050	70,269	581,045	409,315	148,631	658,762
11	Amortization of Plant Acquisition Adjustment	1,190,642	627,759	176,754	4,222	69,851	267,993	1,300	22,140	13,443	6,064	1,116
12	Taxes Other than Income	18,331,372	10,814,627	2,699,246	222,922	886,678	3,266,828	16,483	147,961	105,523	40,190	130,915
13	Adjustment (Bad Debt, Reg. Exp. & Tax Difference)	(1,304,515)	(334,047)	(364,503)	(25,690)	(111,171)	(412,230)	(1,392)	(16,083)	(10,318)	(4,877)	(24,203)
14	SSCR (recovered w/ a Rider)	-										
15	SSCR II (recovered w/ a Rider)	-										
16	SSCO (recovered w/ a Rider)	-										
17	EECR (recovered w/ a Rider)	-										
18	Less Credit to COS from Other Operating Revenue	(66,135,909)	(29,842,669)	(10,245,048)	(451,637)	(4,335,988)	(17,629,141)	(74,089)	(1,499,013)	(1,357,775)	(218,577)	(481,972)
19	**Total Cost of Service**	**607,852,181**	**304,637,438**	**106,472,471**	**5,107,605**	**34,351,253**	**135,234,250**	**483,365**	**9,007,253**	**5,759,451**	**1,987,615**	**4,811,479**
20	Less Present Revenue [1]	591,232,742	290,994,868	101,983,925	3,650,983	35,768,927	137,046,031	517,566	8,883,617	5,845,950	2,395,098	4,145,777
21	**= Revenue Deficiency (Excess)**	**16,619,439**	**13,642,570**	**4,488,545**	**1,456,622**	**(1,417,674)**	**(1,811,780)**	**(34,201)**	**123,635**	**(86,499)**	**(407,483)**	**665,703**
22	Percent Increase on Total Revenues	2.8%	4.7%	4.4%	39.9%	-4.0%	-1.3%	-6.6%	1.4%	-1.5%	-17.0%	16.1%

Note:
[1] Revenue annualization reflects the FRP rate adjustment, excluding recoveries not subject to the bandwidth calculation, and thus differs from the as-billed rate in the current Attachment A.

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC
FIXED REVENUE DEFICIENCY/(EXCESS)
($)

Line No.	Rate Class	Current Fixed Revenue Requirement	Current Fixed Revenue	Fixed Revenue Deficiency/ (Excess)	
1	RESIDENTIAL	~~261,651,271~~	~~250,501,686~~	~~11,149,584~~	CR
2	SMALL ELECTRIC	~~91,722,248~~	~~86,925,689~~	~~4,796,559~~	
3	MUNICIPAL BUILDINGS	~~4,558,056~~	~~3,149,473~~	~~1,408,583~~	
4	LARGE ELECTRIC	~~27,636,827~~	~~29,044,214~~	~~(1,407,387)~~	
5	LARGE ELECTRIC HIGH LOAD FACTOR	~~107,334,578~~	~~109,023,138~~	~~(1,688,560)~~	
6	MASTER METERED NON- RESIDENTIAL	~~372,844~~	~~407,415~~	~~(34,571)~~	
7	HIGH VOLTAGE	~~6,420,473~~	~~6,252,223~~	~~168,249~~	
8	LARGE INTERRUPTIBLE	~~3,424,269~~	~~3,328,623~~	~~95,646~~	
9	LARGE MUNICIPAL	~~1,670,925~~	~~2,060,418~~	~~(389,493)~~	
10	LIGHTING	~~4,091,686~~	~~3,377,087~~	~~714,599~~	
11	**TOTALS** (Sum of L1 through L10)	~~508,883,176~~	~~494,069,966~~	~~14,813,210~~	

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC
VARIABLE REVENUE DEFICIENCY/(EXCESS)

Line No.	Rate Class	Current Variable Revenue Requirement	Current Variable Revenue	Variable Revenue Deficiency/(Excess)	
1	RESIDENTIAL	~~42,986,168~~	~~40,493,182~~	~~2,492,986~~	CR
2	SMALL ELECTRIC	~~14,750,222~~	~~15,058,236~~	~~(308,014)~~	
3	MUNICIPAL BUILDINGS	~~549,549~~	~~501,510~~	~~48,039~~	
4	LARGE ELECTRIC	~~6,714,427~~	~~6,724,713~~	~~(10,287)~~	
5	LARGE ELECTRIC HIGH LOAD FACTOR	~~27,899,673~~	~~28,022,893~~	~~(123,220)~~	
6	MASTER METERED NON-RESIDENTIAL	~~110,521~~	~~110,150~~	~~370~~	
7	HIGH VOLTAGE	~~2,586,780~~	~~2,631,394~~	~~(44,614)~~	
8	LARGE INTERRUPTIBLE	~~2,335,182~~	~~2,517,327~~	~~(182,145)~~	
9	LARGE MUNICIPAL	~~316,690~~	~~334,680~~	~~(17,990)~~	
10	LIGHTING	~~719,793~~	~~768,690~~	~~(48,897)~~	
11	**TOTALS** (Sum of L1 through L0)	~~98,969,005~~	~~97,162,776~~	~~1,806,229~~	

ATTACHMENT G

ENTERGY NEW ORLEANS, LLC – ELECTRIC
FIXED AND VARIABLE REVENUE DEFICIENCY/(EXCESS)

Line No.	Rate Class	Current Fixed and Variable Revenue Requirement	Current Fixed and Variable Revenue	Fixed and Variable Revenue Deficiency/ (Excess) (1)	
1	RESIDENTIAL	~~304,637,438~~	~~290,994,868~~	~~13,642,570~~	CR
2	SMALL ELECTRIC	~~106,472,471~~	~~101,983,925~~	~~4,488,545~~	
3	MUNICIPAL BUILDINGS	~~5,107,605~~	~~3,650,983~~	~~1,456,622~~	
4	LARGE ELECTRIC	~~34,351,253~~	~~35,768,927~~	~~(1,417,674)~~	
5	LARGE ELECTRIC HIGH LOAD FACTOR	~~135,234,250~~	~~137,046,031~~	~~(1,811,780)~~	
6	MASTER METERED NON-RESIDENTIAL	~~483,365~~	~~517,566~~	~~(34,201)~~	
7	HIGH VOLTAGE	~~9,007,253~~	~~8,883,617~~	~~123,635~~	
8	LARGE INTERRUPTIBLE	~~5,759,451~~	~~5,845,950~~	~~(86,499)~~	
9	LARGE MUNICIPAL	~~1,987,615~~	~~2,395,098~~	~~(407,483)~~	
10	LIGHTING	~~4,811,479~~	~~4,145,777~~	~~665,703~~	
11	**TOTALS** (Sum of L1 through L10)	~~607,852,181~~	~~591,232,742~~	~~16,619,439~~	

(1) The above amounts include existing FRP annualized revenues resulting from the existing FRP rate adjustment. This column reflects the following amounts: (1) the Change in FRP revenue further detailed on Page 2 and Attachment G (Attachment A / Page 1, col. H).

ATTACHMENT H

Known and Measurable Adjustments to Rate Base and Operating Income

ENO proposes, but not limited to, the below known and measurable costs that are supportable and expected to be incurred in the prospective 12 months following the FRP evaluation period which are either (i) approved by the Council, or (ii) clearly supported in ENO's detailed budgeting process.

A) Rate Base:

Plant In Service – Each Evaluation Report may include and be based upon actual plant in service, plus additions to and retirements of plant in service expected to occur by the end of the year following the Evaluation Period (net of ADIT), as noted in Attachment B.

Accumulated Depreciation – Each Evaluation Report may include depreciation expense using the depreciation rates in effect during the Evaluation Period as applied to the Plant In Service described above.

ADIT – Each Evaluation Report may include the synchronized ADIT based upon amounts included in rate base for the Evaluation Period.

Other Rate Base Adjustments – ENOL or CNO may propose adjustments for annualization or normalization, or to reflect known and measurable changes to rate base, subject to Council approval.

B) Revenues:

Rate Schedule Revenue – The Per Book revenues will be adjusted for any large industrial and/or commercial customer additions or losses by the end of the year following the Evaluation Period.

Additionally, Per Book revenues will be adjusted to remedy the erosion of fixed cost recovery (i.e., the lost contribution to fixed costs or LCFC) expected to result from Energy Smart (or other demand-side management) efforts over the year following the Evaluation Period. Such adjustment shall be trued-up the following year through the EECR Rider. In calculating the LCFC adjustment, ENOL shall use the most current actual data and not the kWh savings goals included in the approved Energy Smart Implementation Plan.

C) Expenses:

O&M Expense Adjustments (Non-Payroll) – Each Evaluation Report may include adjustments to the previous calendar year O&M Expense based on known and measurable changes by the end of the year following the Evaluation Period.

Administrative & General Expense Adjustment – Each Evaluation Report may include adjustments to the previous calendar year Administrative & General Expense based on known and measurable changes by the end of the year following the Evaluation Period.

Payroll Expense Adjustment – Each Evaluation Report may include an adjustment that reflects the level of payroll, related benefits and payroll taxes on an annualized basis for the headcount as of January 31 of the year following the Evaluation Period.

Depreciation Expense Adjustment – Each Evaluation Report may include an adjustment that reflects the annualized depreciation expense using the depreciation rates to be in effect during the Evaluation Period applied to Plant In Service including any known and measurable changes.

Other Expense Adjustments – The Company or CNO may propose adjustments for annualization or normalization, or to reflect known and measurable changes to operating expenses, subject to Commission approval.

Documentation in Support of Known and Measurable Changes to Plant in Service

A. Capital Project Summary Sheet (Plant in Service) by Function (Transmission, Distribution, Production, and General Plant & Intangible):

The Company shall provide a complete listing of the Company's capital programs and projects not otherwise included in the programs reflected in the Evaluation Period historical rate base, broken out by function by FERC account group, that clearly shows the amount to be closed to plant or included in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments.

B. Major Specific Projects ($10 million and above closing to plant or in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments):

For each capital project listed in Section A above for which the estimated capital costs exceed $10 million and which does not fall within the description of recurring program spending described in Section D below, the Company shall provide as minimum filing requirements the following documentation:

1) Clearly defined project description, including project objective
2) The projected start and end dates of the project
3) Any historical spend on the project, if applicable, and developed cost estimate for the spend in the Evaluation Period that will close to plant by December 31 of the following year
4) An analysis that describes:
   a) how the project advances customer service, reliability, safety, operational efficiency or other similar purposes
   b) why the project is appropriate at this time
   c) alternative(s) that were considered and the cost associated with alternative(s) or a statement explaining why no feasible alternatives exist
   d) Any engineering plans, specifications or drawings that exist at the time of the Evaluation Report filing

C. Specific Projects (between $5 million and $10 million closing to plant or in CWIP for amounts closing in the year following the Evaluation Period historical rate base as known and measurable adjustments):

For each capital project listed in Section A above for which the estimated capital costs exceeds $5 million but are less than $10 million and which does not fall within the description of recurring program spending described in Section D below, the Company shall provide as minimum filing requirements the following documentation, with the understanding that the Company shall provide any additional documentation in response to reasonable data requests by CNO that will facilitate CNO's review of the Evaluation Report:

1) Clearly defined project description and project objective, including how the program advances customer service, reliability, safety, operational efficiency or other similar purposes
2) The projected start and end dates of the project
3) Any historical spend on the project, if applicable, and developed cost estimate for the spend in the Evaluation Period that will close to plant by December 31 of the following year

D. Recurring program spending:

For recurring capital spending that can be categorized in to programs with defined objectives that are budgeted collectively, and which is not captured in Sections B and C above, the Company shall provide:

a. program description and purpose of the program, including how the program advances customer service, reliability, safety, operational efficiency or other similar purposes
b. Cost estimate based upon an analysis of historical plant in service data from which the amount requested to be included in rate base was derived
c. An explanation for any material deviations from historical program trends that are reflected in the amount requested to be included in rate base

CERTIFICATE OF SERVICE
CNO Docket No. UD-18-07

I hereby certify that I have served the required number of copies of the foregoing pleading upon all other known parties of this proceeding individually and/or through their attorney of record or other duly designated individual.

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New Orleans, Louisiana, this 20th day of July, 2026.

Courtney R. Nicholson

Courtney R. Nicholson

KeanMiller

J. RANDY YOUNG, PARTNER
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July 15, 2026

VIA ELECTRONIC MAIL (clerkofcouncil@nola.gov)

Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Entergy New Orleans LLC'S Formula Rate Plan Test Year 2025 Evaluation Pursuant to Council Resolution Nos. R-19-457 and R-20-344, Rider EFRP-7, and Rider GFRP-7; Docket UD-18-07
KM File No. 7717-46

Dear Clerk:

Enclosed please find for electronic filing, Air Products and Chemicals, Inc.'s ("Air Products") Statement and Reservation of Rights Regarding Entergy New Orleans 2026 Electric Formula Rate Plan Filing in the referenced docket. As confirmed with your office, the requisite original and number of hard copies are not mandatory to formalize this filing in the docket.

Should you have any questions regarding the above, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

J. Randy Young

JRY:tp
Enclosure

cc: Official Service List for UD-18-07 (via electronic mail)

4900-3136-5309 v1

BEFORE THE
NEW ORLEANS CITY COUNCIL

IN RE: ENTERGY NEW ORLEANS, LLC'S FORMULA RATE PLAN TEST YEAR 2025 EVALUATION PURSUANT TO COUNCIL RESOLUTION NOS. R-19-457 AND R-20-344, RIDER EFRP-7, AND RIDER GFRP-7	))))))	**DOCKET NO. UD-18-07** **July 15, 2026**

AIR PRODUCTS AND CHEMICALS, INC.'S
STATEMENT & RESERVATION OF RIGHTS REGARDING
ENTERGY NEW ORLEANS 2026 ELECTRIC FORMULA RATE PLAN FILING

Air Products and Chemicals, Inc. ("Air Products") submits this Statement and Reservation of Rights regarding the 2026 Electric Formula Rate Plan ("2026 Electric FRP") Filing (Test Year 2025) of Entergy New Orleans, LLC ("ENO"), as follows:

On April 30, 2026, ENO filed its 2026 Electric FRP showing an increase in electric FRP revenues. In its filing, ENO provided the results of three scenarios for allocating the revenue increase across rate classes. One approach follows the Decoupling Pilot Program required by Resolution R-19-457 and ENO's Electric FRP Rider Schedule. ENO refers to this proposal as the "Compliance" method. A second approach uses an equal rate of return for each rate class as part of its revenue requirement allocation and does not include a decoupling adjustment. And, a third approach allocates the FRP increase using an equal percentage of base rate revenues. ENO has selected this third approach for its "Proposed Rate Allocation – Attachment A."

Importantly, the result of each approach has a significantly different dollar impact on Air Products, and Air Products asserts that its concerns raised in 2020 comments on ENO Compliance Filing remain true today. *See* Attachment A to this Statement and Reservation of Rights.

Air Products has not identified specific errors in any of ENO's three proposals. However, based on its experience in prior ENO FRP filings, Air Products anticipates that the Advisors (and potentially other parties to this proceeding) may file additional alternative proposals with results that differ from both the Compliance, Alternative, and Proposed Rates approaches put forth by ENO in its April 30th filing. Yet, an additional comment period is not contemplated by the Electric FRP Rider.

While Air Products plans to review any such additional proposals and work with the parties informally should it have questions or concerns, Air Products also reserves the right to raise concerns and submit disputed issues to the Council for additional proceedings regarding any new or revised proposals for allocation of the decrease in FRP revenues among rate classes.

Respectfully submitted,

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Attorneys for Air Products and Chemicals, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Air Products' Statement and Reservation of Rights Regarding Entergy New Orleans, LLC 2026 Electric Formula Rate Plan has been served upon the Official Service List in this matter via electronic mail, this 15th day of July, 2026.

Randy Young

KEAN MILLER LLP
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January 3, 2020

VIA HAND DELIVERY
Ms. Lora W. Johnson, CMC
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

RE: *Revised Application of ENO for a Change in Electric and Gas Rate in the City of New Orleans Pursuant to Council Resolutions R-15-194 and R-17-504 and for Related Relief*
CNO Docket UD-18-07
Our File No.: 7717-46

Dear Ms. Johnson:

Please find enclosed the original and three copies of Air Products and Chemicals, Inc.'s Statement Regarding ENO Compliance Filing which we request you file into the record in the above-referenced matter. Please file an original and two copies into the record and return a date-stamped copy to my office in accordance with normal procedures.

Should you have any questions regarding the above, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

C. R. T

Carrie R. Tournillon

CRT/tp
Enclosures
cc: Official Service List UD-18-07 (via electronic mail)

RECEIVED
JAN 03 2019
BY: UT

Jan m 3 21

BEFORE THE

NEW ORLEANS CITY COUNCIL

IN RE: REVISED APPLICATION OF ENO FOR A CHANGE IN ELECTRIC AND GAS RATE IN THE CITY OF NEW ORLEANS PURSUANT TO COUNCIL RESOLUTIONS R-15-194 AND R-17-504 AND FOR RELATED RELIEF	))))))	**DOCKET NO. UD-18-07 January 3, 2020**

AIR PRODUCTS AND CHEMICALS, INC.'S
STATEMENT REGARDING ENO COMPLIANCE FILING

Air Products and Chemicals, Inc. ("Air Products") respectfully submits this Statement regarding the Compliance Filing of Entergy New Orleans, LLC ("ENP") that was made in the captioned docket to implement the rate changes approved by the Council of the City of New Orleans in Resolution R-19-457 ("Resolution"). Air Products intervened in the docket and extensively participated in the proceeding, conducting discovery, filing testimony, and participating in the hearing and post-hearing briefings. Air Products did not object to the Resolution.

Air Products has reviewed the Compliance Filing of ENO and believes that the immediate class revenue requirements and rate impacts are consistent with the intent of the Resolution. However, the filing is extremely complex and creates a lot of uncertainty as to how future Formula Rate Plan ("FRP") Rider filings will be made and the impacts on Air Products and other customer classes as a result of those filing. Thus, while Air Products is not objecting to the Compliance Filing at this time, Air Products reserves its right to raise objections on the Compliance Filing and its implementation in the future FRP Rider filings, depending on how the provisions of the Resolution and Compliance Filing are ultimately interpreted and implemented.

RESPECTFULLY SUBMITTED:

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the Official Service List via electronic mail.

New Orleans, Louisiana this 3rd day January, 2020.

Carrie R. Tournillon

June 25, 2026

APPLICATION OF ENTERGY NEW ORLEANS FOR A CHANGE IN ELECTRIC AND GAS RATES RE: 2021 FORMULA RATE PLAN

DOCKET NO. UD-18-07

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July 15, 2026

BY E-MAIL

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Clerk of Council
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City Hall, Room IE09
1300 Perdido Street
New Orleans, LA 70112

Re: Entergy New Orleans, LLC's 2026 Electric Formula Rate Plan Filing Pursuant to Council Resolution Nos. R-19-457, R-20-67, R-20-112, R-20-213, R-20-268, R-20-344, R-21-295, and R-23-491; Docket UD-18-07

Dear Ms. Collier:

Attached please find the *Advisors to the Council of the City of New Orleans' Investigation and Review of Entergy New Orleans, LLC's 2026 Electric Formula Rate Plan Evaluation Filing* in the above-referenced matter. Thank you.

Best regards,

Jay Beatmann

/jab
Attachment

cc: Official Service List for UD-18-07

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INVESTIGATION AND REVIEW
OF
ENTERGY NEW ORLEANS, LLC'S 2026 ELECTRIC
FORMULA RATE PLAN EVALUATION FILING

COUNCIL RESOLUTION NOS. R-19-457, R-20-67, R-20-112, R-20-213, R-20-268, R-20-344, R-21-295, AND R-23-491

DOCKET NO. UD-18-07

PUBLIC REDACTED VERSION

JULY 15, 2026

Legend Consulting Group Limited

INTRODUCTION

On April 30, 2026, Entergy New Orleans, LLC ("ENO") submitted to the Council of the City of New Orleans ("Council") its *Entergy New Orleans, LLC's 2026 Electric Formula Rate Plan Filing* ("FRP Evaluation Filing" or "instant FRP Evaluation Filing") for the 12-month evaluation period ending December 31, 2025 ("2025 Test Year") to initiate new electric rates effective with the first billing cycle of September 2026. In the FRP Evaluation Filing, ENO proposes a $16.6 million increase in FRP revenue. This $16.6 million change in FRP revenue includes $1.8 million in revenues that are realigned from Rider RSHCR (whose revenues are reflected in FRP rates). As such, the net increase to FRP revenues is $14.9 million. The FRP Evaluation Filing, inclusive of the RSHCR realignment, results in a $7.46/month increase to the typical residential electric bill.[1] Of note, this is the first FRP Evaluation to not involve gas, as ENO sold its gas utility effective July 1, 2025.

The Advisors have reviewed ENO's FRP Evaluation Filing, conducted extensive discovery, and provide this report identifying errors in the FRP Evaluation Filing that would reduce ENO's proposed electric FRP revenue increase by approximately $4.4 million while still allowing ENO a reasonable opportunity to recover its costs and earn the Council-approved rate of return. The residential typical bill increase resulting from these Advisor adjustments, but not from the regulatory asset that we discuss in the following paragraph, changes from $7.46/month to $3.36/month.

We also recommend allowing ENO to record an outside-the-bandwidth regulatory asset in the amount of $20.0 million, amortized over five years commencing September 2026, to recover the cost of refunds ENO has been ordered to pay to Entergy Louisiana, LLC ("ELL") and Entergy Arkansas LLC ("EAL") in Opinion No. 595 in FERC Docket No. EL22-6 ("FERC Order").[2] While the Council is currently appealing this FERC Opinion, and this refund amount may not be the final determination, payment of the refund is required during any appeal process.

The Advisors' recommended corrections and the revenue effect of the regulatory asset related to the FERC Order result in a $4.37/month typical residential electric bill increase. The same adjustments cause a Small Electric typical bill increase of $95.06/mo. and a Large Electric typical bill increase of $18.15.

BACKGROUND

Prior FRP Evaluation Filings

ENO prepared its 2020 FRP Evaluation Filing (based on a 2019 test year), which if filed, would have requested a $32 million electric and gas total combined revenue requirement increase that, if approved, would have become effective the first billing cycle of September 2020, in the midst of the COVID-19 pandemic.

To ease the burden on ratepayers during the COVID-19 pandemic, ENO, through negotiation with the Council, agreed to forego a likely rate increase effective beginning September 2020 in

[1] *See* the FRP Evaluation Filing, *Compliance w Decoupling Bill Comparison*, which presents a Legacy ENO winter-summer average typical bill (1,000 kWh/month) impact of $7.46.

[2] FERC Opinion No. 595, *Order on Initial Decision* in FERC Docket No. EL22-6, 195 FERC ¶ 61,167 (June 2, 2026).

exchange for more favorable ratemaking treatment for each of the three FRP evaluations the Council authorized in the 2018 Rate Case[3] (*e.g.*, a 51% hypothetical equity ratio), beginning in November 2021.

ENO's 2021 FRP Evaluation Filing proposed an increase in electric revenue of $40 million and an increase in gas revenues of $18.8 million. The 2021 FRP Evaluation Filing also included outside-the-bandwidth collections of $5.2 million in electric revenues and $0.3 million in gas revenues. Accordingly, the 2021 FRP Evaluation Filing showed an increase in revenues of $45.2 million for the electric utility and $19.1 million for the gas utility. ENO's estimated residential typical monthly bill (*i.e.*, 1,000 kWh electric and 50 ccf gas) increases according to its 2021 FRP Evaluation Filing were $11.03 and $14.21 for electric and gas, respectively.

The Advisors' 2021 FRP report identified errors in ENO's 2021 FRP Evaluation Filing totaling $14.7 million (gas and electric) as well as rate mitigation opportunities totaling $16.5 million (gas and electric). While ENO did not agree with the Advisors' recommendations in their 2021 report, ENO implemented gas and electric FRP rates that reflected the revenues by rate class that the Advisors had recommended while allowing ENO the reasonable opportunity to earn its Council-allowed Return on Equity ("ROE") of 9.35%.[4]

ENO's 2022 FRP Evaluation Filing proposed electric and gas revenue increases of $37.0 million (including $4.7 million in agreed-to outside the bandwidth revenues) and $3.2 million, respectively. The Advisors recommended downward corrections to ENO's revenue proposals of $15.7 million and $1.4 million for electric and gas respectively, plus the application of $13.9 million in available electric credits to be applied as bill mitigation measures. ENO implemented gas and electric FRP rates that reflected the revenues by rate class that the Advisors had recommended, and the mitigation credits were applied to Rider PPCR.

ENO's 2023 FRP Evaluation Filing proposed electric and gas revenue increases of $20.8 million (including $3.4 million in agreed-to outside the bandwidth revenues) and $8.2 million, respectively. The Advisors recommended downward corrections to ENO's revenue proposals of $7.0 million and $1.3 million for electric and gas respectively, plus the application of $12.1 million in recommended bill mitigation measures. As part of a negotiated settlement, ENO agreed to implementing 50% of the Advisors' recommended electric corrections and all of the Advisors' recommended gas corrections. Further, the negotiated settlement implemented the Advisors' recommended bill mitigation measures with certain non-substantial adjustments.

ENO's 2024 FRP Evaluation Filing proposed a $7.0 million increase to its electric revenues and a $5.6 million increase to its gas revenues. The Advisors recommended a reduction to ENO's proposed electric revenue increase of $1.3 million and a reduction to the proposed gas revenue increase of $0.3 million. Following discussions between the Parties, ENO implemented a $5.8 million increase to its electric revenues (a $1.2 million decrease from its proposal) and a $5.4 million increase to its gas revenues (a $0.2 million decrease from its proposal).

ENO's 2025 FRP Evaluation Filing proposed an effective a net electric revenue increase of $11.7 million and a $0.5 million increase to its gas FRP revenues. The Advisors recommended a

[3] In this report, we refer to ENO's most recent rate case established by Resolution No. R-18-434 as the "2018 Rate Case".

[4] *See* Investigation and Review of Entergy New Orleans LLC's 2022 Electric and Gas Formula Rate Plans Evaluation Filings, "ENO's 2021 Financial Performance" at 6-7.

reduction to ENO's proposed electric revenue increase of $7.2 million and a reduction to ENO's proposed gas revenue increase of $0.5 million. Following discussions between the Parties, ENO implemented the Advisors' recommended adjustments. As ENO's final gas Earned ROE ("EROE") was within the FRP's bandwidth, gas revenues were unchanged.

SUMMARY OF ADVISORS REVIEW AND ADJUSTMENTS

As part of our review and as discussed later in this report, we identified errors in the instant FRP Evaluation Filing and prepared what we refer to as Advisor Adjustments to correct them. If these Advisor Adjustments are agreed to by the Parties, they would result in a reduction to the ENO proposed increases of approximately $4.4 million. As discussed elsewhere in this report, we recommend that the Council approve a regulatory asset to allow recovery of a refund paid by ENO to ELL and EAL in the FERC Order in the amount of $20.0 million. As presented in the below Table 1, we estimate that the overall revenue impact of this regulatory asset is $5.1 million. The net revenue impact when including these recommendations is an approximate $0.7 million revenue increase from ENO's requested amount (*i.e.*, the Advisor corrections' revenue decreases are less in magnitude than the revenue increase from the regulatory asset).

Table 1 presents a summary of the total proposed revenue impacts of the FRP Evaluation Filing, Advisor Adjustments, and the net FRP revenue impact.

Table 1
Summary of Advisor Recommended Adjustments
($ in Millions)

ENO Proposed FRP Revenue Increase	**$14.9[1]**
Advisor Adjustments to Evaluation Report (Decrease)	($4.4)
Establish $20 million regulatory asset related to FERC Order	$5.1
FRP Revenue Increase After Adjustments	**$15.6**

Note:

1. This value reflects ENO's proposed $16,619,439 in additional FRP revenues less $1,768,227 in revenue reduction attributable to the realignment of certain costs from Rider RSHCR to base revenues.

In addition to these Advisor Adjustments, our report also discusses the allocation of electric revenue requirement (decoupling) among the rate classes pursuant to Rider EFRP Section II.B.2 and other items for Council consideration that we have identified during our investigation and review.

ENO'S FRP EVALUATION FILING

ENO's FRP Evaluation Filing proposes a FRP revenue increase, and as such ENO has requested FRP rate adjustments to prospectively (*i.e.*, commencing with the first billing cycle of September 2026) reset electric rates consistent with the FRP's midpoint ROE of 9.35%. As discussed later in this report, decoupling is a required element of the FRP Evaluation filing, and the decoupling

mechanism is utilized in determining customer class revenue requirement allocations in each test year FRP Evaluation filing.

Table 2 presents the as-filed FRP Evaluation Filing revenue change by rate class.[5]

Table 2
ENO FRP Evaluation Filing Change in FRP Revenues

Rate Class	Applicable Base Revenue	Proposed Change in FRP Revenue Net of RSHCR Realignment	Proposed Change in FRP Revenue as Percent of Base Revenue
Residential	$182,389,082	$12,678,245	6.95%
Small Electric Service	$72,700,395	4,238,562	5.83%
Municipal Buildings	$2,473,664	1,416,549	57.27%
Large Electric	$24,584,313	(1,525,061)	-6.20%
Large Electric High Load Factor	$93,384,626	(2,205,036)	-2.36%
Master Metered Non-Residential	$439,832	(36,657)	-8.33%
High Voltage	$5,584,082	123,635	2.21%
Large Interruptible	$3,635,973	(86,499)	-2.38%
Large Municipal	$1,792,980	(407,483)	-22.73%
Lighting Service	$3,939,175	654,956	16.63%
Total	$390,924,123	$14,851,212	3.80%

Earned Rate of Return

ENO's FRP Evaluation Filing reports Earned Rate of Return ("EROE").[6] ENO's stated EROE is 7.55%.[7] Per the FRP rider's bandwidth of +/- 50 bp,[8] when ENO's EROE for a test year falls below 8.85%, an upward adjustment to ENO's FRP rate is required to allow ENO the reasonable opportunity to earn its allowed ROE of 9.35%. Similarly, if ENO's EROE rises above 9.85%, a downward adjustment to ENO's FRP rate is required.

After applying the Advisor Adjustments to correct identified errors in the FRP Evaluation and also including the regulatory asset related to the FERC Order, ENO's EROE is 7.39%. ENO's Advisor-adjusted EROE value remains below 8.85%, and therefore we have calculated an upward FRP rate adjustment to allow ENO the reasonable opportunity to earn an EROE of 9.35%.

Comparative calculations of ENO's EROE between that filed by ENO and that calculated by the Advisors are provided as Attachment D to this report.

[5] Table 2 summarizes ENO's decoupling results provided in Attachment A, and the supplemental workpapers supporting Compliance with Decoupling.

[6] *See* FRP Evaluation Filing Attachment B at 1.

[7] *Id*.

[8] *See* Rider EFRP-7, Section II.C.1.g.

Typical Bill Impact

ENO's estimate of typical bill impacts from its FRP Evaluation Filing are presented in Table 3 below.

Table 3
ENO FRP Evaluation Filing Estimated Change to Typical Customer Monthly Bill[1]

Rate Class	Energy (kWh)	Demand (kW)	Present	Proposed	Change
Residential[2]	1,000	-	$148.63	$156.09	$7.46
Small Electric	9,125	50	$1,482	$1,534	$52.41
Large Electric	91,250	250	$10,802	$10,385	$417.63

1. Typical bills reflect ENO's "Compliance with Decoupling" revenue allocation. All typical bills are calculated using the Francise Fee applicable throughout New Orleans except in Algiers, which has a lower Franchise Fee.
2. ENO's presented residential typical bills are calculated using a simple average of summer and winter typical bills (in both cases, 1,000 kWh/month).

Of note, ENO's above typical bill calculations do not reflect the regulatory asset related to the FERC Order that we are including in our typical bill calculations. Table 6, later in this Report, presents comparable typical bill impacts that reflect the Advisor Adjustments without the regulatory asset related to the FERC Order.

ADVISOR REVIEW OF THE FRP EVALUATION FILING

The Advisors have, during the FRP's prescribed 75-day review period, reviewed ENO's FRP Evaluation Filing to ensure that it complies with the requirements of the FRP Tariff (specifically Section II.C of the FRP rider). The Advisors are directed to identify and formally communicate in writing to ENO and/or other Parties any identified errors in the application of the principles and procedures set forth in the annual redetermination of Rate Adjustments.

In the conduct of our investigation and examination of the FRP Evaluation Filing we: (i) reviewed ENO's FRP Evaluation Filing and associated work papers; (ii) issued five sets of discovery to ENO consisting of 79 single and multi-part questions; (iii) reviewed and analyzed all discovery responses; and (iv) reviewed ENO's FERC Form 1 filings, Entergy Corp.'s SEC 10-K filings, and other informational filings.

Our investigation, review, and examination of ENO's FRP Evaluation Filing focused on:

1) Review of ENO's reported revenue amounts and consideration of their reasonable predictive value for revenues ENO may earn during the rate-effective period (*i.e.*, September 2026-August 2027);
2) adherence to the EFRP-7 tariff, Attachment H. B) Revenues, including that rider's provisions for known and measurable adjustments to revenues or cost of providing utility service; and
3) adherence to sound ratemaking principles, especially those applied precedentially by the Council in the 2018 Rate Case.

Our review identified several adjustments to ENO's proposed FRP revenues. Table 4 presents the Advisor Adjustments. While we believe the estimates are accurate, ENO employs an array of proprietary and licensed (*i.e.*, not readily available to the public) software tools to generate the schedules and attachments to its FRP Evaluation Filing, including tools such as Utilities International's UI Planner software, which appears to be the basis of ENO's Plan to Results (P2R) regulatory filing system. Further, ENO uses licensed software such as Power Plan and Power Tax for key revenue requirement inputs. As such, ENO's final compliance calculations may differ somewhat from the revenue impacts summarized in Table 4 below.

Table 4
Summary of Advisor Adjustments
($ Millions)

Description	*Adjustment*
ENO Proposed Change in FRP Revenue (Inside the Bandwidth)	**$16.6**
Change to Outside the Bandwidth Revenues	
Rider RSHCR Revenue Requirement Change[1]	*($1.8)*
ENO Proposed Incremental FRP Revenues (Total FRP Revenues)	**$14.9**
Advisor Adjustments	
ADV01 – Rider Revenues	($0.1)
ADV02 – FIN 48 ADIT	($0.1)
ADV03 – LCFC (Lost Contribution to Fixed Costs)	$0.1
ADV04 – Storm Proforma	($0.3)
ADV05 – FIN 48 Interest	$0.0
ADV07 – Prospective LME Rate Class Revenues	($2.6)
ADV09 – Return Corporate Franchise Tax Overcollection	($1.4)
Total – Advisor Adjustments	**($4.4)**
Regulatory Asset Related to the FERC Order	$5.1
Total Advisor Adjusted Net FRP Revenue Change from Filing	**$0.7**

Notes:

1. $1.8 million represents a realignment of outside-the-bandwidth revenues from the 2025 FRP Evaluation to inside-the-bandwidth revenues in the instant FRP Evaluation. This realignment is the result of $10.0 million in Rider RSHCR revenues in the instant FRP Evaluation Filing as compared to $11.8 million in Rider RSHCR revenues in the 2025 FRP Evaluation Filing.

Advisor Adjustments

Here, we discuss each Advisor Adjustment regarding identified errors in the FRP Evaluation Filing. These Advisor Adjustments are enumerated as "ADVXX." Additionally, for each Advisor Adjustment, the specific adjustment dollar amount by ENO Account is detailed in Attachment C to this report.

Rate Schedule and Other Revenues Adjustment (ADV01)

ENO describes Adjustment AJ01A as an "[a]djustment to annualize and synchronize Rate Schedule Revenues and Riders, reclassify certain Rate Schedule Revenues to Other Electric Revenue, and remove interdepartmental sales and unbilled revenues.." While the Advisors

confirmed ENO's annualization of FRP revenues and reclassification of certain rate schedule revenues[9] to be appropriate, with the minor exceptions noted below, ENO's adjustment to "synchronize" test period revenues is contrary to Council directives and industry best practices related to development of a test year cost of service. In Council Resolution No. R-19-457, the Council approved the FRP mechanisms and directed that the total utility cost of service include total ENO revenues and expenses[10] and further that, "The revenue deficiencies/excesses shall be determined for each customer class by comparing the E-FRP customer class total revenue requirements with the customer class evaluation period total actual revenues,"[11] (Emphasis added.) The Advisors' investigation, review and examination of ENO's 2021, 2022, 2023, 2024 and 2025 Evaluation Filings focused on, among other issues, validation of ENO's reported test year revenue amounts, and the correlation of the FRP revenues with ENO's FERC Form 1 filings, Entergy Corp.'s SEC 10-K filings, and other informational filings.[12] Based on these Council directives, the FRP revenue increase/decrease is the difference between the proposed estimated total revenues, subject to evaluation, and the total revenues ENO collected in the test year, or would have collected had the present rates (*e.g.*, FRP rates) been in effect for all of the test year.

However, in the FRP Evaluation Filing, ENO replaced test year reported revenue by setting current test year rider revenue equal to rider expenses, such that the revenue credit to the test year cost of service was not the actual rider revenues collected. This step of replacing actual test year revenues ignores the long-held industry regulatory concept of first developing a test year total cost of service, which then provides the basis for subsequent evaluation of cost recovery through rate design.[13] Developing a revenue requirement and revenue deficiency/excess from a cost of service analysis does not include inserting a guaranteed revenue collection based on a rider design. Guaranteed revenue in the regulatory process, or an assurance of "exact cost recovery," is not the nature of FRP rates, and it is not a regulatory concept specifically approved by the Council for FRP purposes.

Based on the detail provided in discovery responses, the Advisors confirmed the reported test year base rate revenues and each rider per book revenue for each of the customer classes, as well as the various other operating revenues. The Advisors' ADV01 adjustment consists of reversing ENO's

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9 Reclassification of certain rate schedule revenues include revenues to Other Electric Revenue, removal of interdepartmental sales, and unbilled revenues.

10 *See* Council Resolution No. R-19-457, Directive 25. a.

11 Council Resolution No. R-19-457, Directive 26.

12 Related to the analysis of test year reported revenue and monthly rider filings, the Advisors issued the following Data Requests: CNO 1-2a, 1-31, 2-1, 2-19, and 3-8 in the 2021 FRP; CNO 1-2, 2-6, and 2-9 in the 2022 FRP; CNO 1-6 and 1-23 in the 2023 FRP; CNO 1-14, 4-5, 4-6, 4-7, and 5-2 in the 2024 FRP; CNO 1-6, 1-15, 1-16, 1-52, 2-4, 2-5, 3-3, 3-7, 3-8, and 3-9 in the 2025 FRP; and 2-28, 2-29, 2-31, 3-1, 3-4, 4-2, 4-3 in the 2026 FRP.

13 The basic steps include: development of the test period total utility revenue collected from all sources; calculation of the test period revenue requirement from all sources; cost allocation to each customer class; and design of rates, including consideration of the effectiveness in yielding total revenue requirements. NARUC Cost Allocation Manual, 1992 at 13 & 24.

"The auditor should begin by looking at an analysis of the test year revenues…" NARUC Rate Case and Audit Manual 2003 at 31.

"Cost allocation typically occurs after a cost of service study, which determines the utility's revenue requirement, and before rate design, which determines what and how customers will be charged." Cost of Service -> Cost allocation -> Rate Design. Emerging Trends in Utility Cost Allocation. Pacific Northwest National Laboratory. May 1922 at 3-4.

"Exact Recovery of Expense" adjustment[14] for each of the riders to restore test year per book values as the appropriate present revenue credit to the test year cost of service/ revenue requirement. The only Rider tariffs whose revenue and expense are to be eliminated from the FRP evaluation (per EFRP Attachment C, 1 B) are the SSCR, SSCO, SSCRII, and SSCOII Riders.

The individual electric revenue-related credit adjustments we make in ADV01 are $182,318 fuel (FAC), $13,747 MISO, $(23,143) PPCR, and $5,516 EECR, (which reflects $2,060,082 in revenues and a corresponding $2,054,566 expense account adjustment), and corresponding federal and state income tax adjustments, for a total increase to ENO's present revenue (i.e., decrease to ENO's revenue deficiency) of $0.1 million.

FIN 48 ADIT (ADV02)

Accepted ratemaking principles[15] as well as precedential Council directives[16] require that temporary timing differences (recognized as ADIT) be reflected in rate base, regardless of their degree of uncertainty of being upheld by the IRS (*i.e.*, regardless of their status under FIN 48). As such, ENO erred by excluding a total of $[redacted] in FIN 48 ADIT from its rate base.[17] The Advisors have reversed this inappropriate exclusion through Advisor Adjustment ADV02.

LCFC (ADV03)

In Council Resolution No. R-20-51, the Council noted that an adjustment to prospective billing determinants corresponding to the approved savings goals will be implemented in determining the FRP revenue requirement.[18] In the LCFC discussion in the 2018 general rate case, ENO's proposal advocated LCFC recovery based on actual results.[19] The use of the actual recent year Energy Smart program kWh reductions compared to the kWh Savings goal included in the Energy Smart three-year Implementation Plan provides a more certain estimate for determining a LCFC adjustment. The EFRP tariff requires, "In calculating the LCFC adjustment, ENOL shall use the most current actual data and not the kWh savings goals included in the approved Energy Smart Implementation Plan."[20]

ENO did utilize actual data in calculating its LCFC adjustment in the instant FRP Evaluation Filing, using the three-year average of the percent of Energy Smart kWh savings goal that was achieved (program years 2022 through 2024),[21] which is consistent with the agreed-to ratemaking treatment for LCFC. As with last year's FRP evaluation, we are able to add Energy Smart Program

[14] It was necessary for ENO to support the source of expenses used in the "Exact Recovery of Expense" adjustments made to per book revenue. See DRs CNO 2-28 and 2-29.

[15] *See e.g.*, FERC Opinion No. 581 (181 FERC ¶ 61,243) at 322 ("Coupling the Commission's tax normalization policy with FIN 48 requires that all uncertain tax positions taken in a given tax year, regardless of their level of certainty, shall be recognized in the proper ADIT accounts and appropriately included in rate base. ").

[16] *See* Council Resolution No. R-19-453, Ordering Paragraph 4 ("ENO's proposal to exclude FIN 48 ADIT liability balances from its rate bases is denied.").

[17] *See* ENO's response to DR CNO 2-11.a.

[18] Council Resolution No. R-20-51, at 27-28.

[19] See Council Resolution No. R-19-457, at 156.

[20] Rate Schedule EFRP-7, Attachment H, B.

[21] *See* Evaluation Report, AJ05D.2, FN 2.

Year 2025 kWh savings data, filed on June 30, 2026,[22] to the 2026 FRP's calculation with ENO's Program Year 2023-2024 kWh savings data.

Accordingly, the Advisors have adjusted ENO's LCFC proforma amount to reflect an average kWh savings as percent of goal for the 2023-2025 Program Years. This adjustment improves the predictive quality of that Evaluation's LCFC adjustment.

Regardless of the LCFC adjustment reflected in ENO's FRP rate, there will be a true-up to actual LCFC costs through Rider EECR.[23] The LCFC true up for ENO's 2026 pro-forma estimate will be included in the EECR Filing mid-year 2027, for recovery in EECR rates effective for calendar year 2028.

This year's adjustment constitutes a small increase to ENO's FRP revenue requirement. LCFC adjustments in recent FRP Evaluations have become less significant in magnitude. Considering that LCFC is trued-up in Rider EECR, if LCFC adjustments in any future FRP Evaluations continue to be insignificant, we expect that these FRP adjustments may become unnecessary.

Proforma Storm Capital Investments (ADV04)

The FRP rider allows ENO to proform costs into its cost of service related to the year following the test year (*i.e.*, 2026 for the instant FRP Evaluation Filing). Rider Schedule EFRP-7 says,

> For purposes of this Rider EFRP, adjustments for changes to Rate Base, Revenues, and Expense for the prospective twelve months following the EFRP evaluation period (*i.e.,* Proforma Adjustments) can be made as long as they are "Known and Measurable." Known and Measurable changes, including attendant impacts, are those changes that reflect changes in operating conditions and/or costs incremental to test year evaluation period operations. Such costs must be expected to be incurred and reasonably budgeted with sufficient information to be verified as appropriate proforma adjustments as set forth in Attachment H.[24]

ENO has requested a $[redacted][25] proforma addition to distribution plant in service related to storm restoration capital costs that may be incurred in 2026 with respect to minor weather events. As with ENO's prior FRP Evaluation Filings, ENO errs in proposing this proforma adjustment because these estimated investment amounts do not meet the "known and measurable" standard for inclusion in the FRP Evaluation's cost of service.

As such, consistent with our recommendations in our 2025 report, ENO erred in proposing the proforma adjustment to add $[redacted] to its plant in service. Advisor Adjustment ADV04 corrects this error by removing this proforma and its related ratemaking effects.

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[22] *See Entergy New Orleans, LLC's Lost Contribution to Fixed Costs and Utility Performance Incentive Filing for Energy Smart Program Year 15 Resolutions R-15-140, R-20-51, and R-24-570 CNO Docket UD-08-02 (IRP-Energy Smart-RFP), UD-17-03 (2018 IRP) and UD-23-01 (2024 Triennial IRP)*, June 30, 2026.

[23] Council Resolution No. R-23-491, at 5.

[24] Rider Schedule EFRP-7, FN 1 at 30.3.

[25] *See* FRP Evaluation Filing, Attachment H, funding project "F1PCDSTR0N: DISTR STORM DAMAGE CAPITAL, ENOI".

Interest on FIN 48 Tax Liabilities (ADV05)

In ENO's Adjustment AJ06B, ENO reflects [redacted][26] in interest on tax positions that in ENO's opinion do not meet the "more-likely-than-not recognition threshold"[27] of being allowed by the IRS upon audit (*i.e.*, FIN 48 tax positions). In past FRP Evaluation Filings, ENO's FIN 48 interest amounts have been, from year to year, positive and negative in amount. Regardless of whether the interest adjustment is a debit or a credit, ENO has erred in its proposal, and it is appropriate to correct ENO's error. We have corrected ENO's error regarding FIN 48 interest by reversing this proforma expense through Advisor Adjustment ADV05.

Prospective LME Rate Class Revenue (ADV07)

While the FRP rider generally provides for the use of actual test year revenues, it also provides for known and measurable adjustments to revenues.[28] Past Advisor reports on annual FRP Evaluation filings have properly reflected adjustments to ENO's revenues to reflect non-typical test years. In the 2022 FRP evaluation, ENO estimated that its electric revenues were negatively impacted due to the loss of service to all of its service territory in the days following Hurricane Ida. To reflect that non-typical test year, we adjusted ENO's Present Revenues by $11.3 million (which represented a decrease to ENO's FRP revenue requirement). In the 2025 FRP Evaluation Filing, ENO proformed LME rate class revenues to establish baseline prospective revenues for the new rate class, as the first bill to this rate class was issued in December 2024.[29] In the instant FRP Evaluation, there is a substantial known and measurable difference between prospective LME rate class revenues and annualized actual 2025 Test Year LME rate class revenues (which ENO employed in the instant FRP Evaluation Filing).[30]

The operations related to the LME rate class changed permanently by October 2025, substantially increasing LME rate class revenues for the remainder of 2025 and for the foreseeable future. Both the extrapolation of such increased revenues through the instant FRP Evaluation's rate effective period (*i.e.*, September 2026-August 2027) as well as ENO's LME rate class revenue forecasting for this period[31] provide a measurable LME rate class revenue amount that is substantially greater than annualized 2025 LME rate class revenues, upon which ENO based the instant FRP Evaluation.

Corporate Franchise Tax (ADV09)

Louisiana changed (reduced) its state corporate income tax rate effective January 1, 2025 through Act 5 of the 2024 Third Extraordinary Legislative Session, which was signed into law on

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[26] *See* the Evaluation, *AJ06B - ESL, Bank Loans, and Customer Deposits Interest_WP_HSPM,* Tab *Tax Interest_2025-2026 HSPM*.

[27] *See* FASB Interpretation No. 48 at 5.

[28] *See* Rider EFRP-7, Sec. II.C.1.a (1), and Attachment H, B) Revenues.

[29] *See* ENO's response to DR CNO 2-4 in the 2025 FRP Evaluation.

[30] 2025 per book base revenues for this new rate class totaled $1.66 million, but monthly operations closer to normal began around October 2025, with previous months billed for minimal energy usage. To annualize LME per book revenue, ENO calculated a proforma base revenue value of $1.79 million for the LME rate class, based on an average of the lowest three months of base revenue from October 2025 through April 2025, annualized for 12 months of 2025.

[31] *See* ENO's HSPM response to DR CNO 2-31.c.

December 4, 2024.[32] In the 2025 FRP Evaluation Filing, through Proforma AJ03D, ENO returned to ratepayers state income tax overcollection for the period January-August 2025.[33]

At the same time as Act 5, Act 6 of the Third Extraordinary Session repealed the State Corporate Franchise Tax. Act 6 was also signed into law on December 4, 2024, and effective January 1, 2026.[34] As part of the instant FRP Evaluation Filing, ENO proposes to reduce its prospective (*i.e.*, beginning September 2026) revenue requirement to reflect this tax reduction,[35] but ENO does not propose to return related revenues it will collect relative to corporate franchise taxes for the period January-August 2026. This constitutes recovery of franchise taxes that ENO will not pay, or an overcollection.

The FRP tariff states,

> "In the event of a change in the state or federal corporate income tax rate(s) applicable to ENOL, **and/or any related changes to tax law,** including, but not limited to changes that may affect the effective tax rate(s) and/or changes that may affect the treatment of accumulated deferred income tax, ENOL shall include in the EFRP Evaluation Report following the change in law, all relevant information for the Council to determine the effect on the revenue requirement and propose related ratemaking treatment to become effective as of the date of the change in law."[36] (Emphasis added.)

The tariff language is primarily concerned with income tax rate changes, but the contemporaneous change to corporate franchise taxes is addressed under "related changes to tax law". At a minimum, the intent of this section of the FRP Rider is to allow rates to recover taxes that are actually incurred or accrued, whether such taxes go up or down. Considering the 2025 FRP Evaluation's treatment of state income tax rate changes and the fact that ENO knew or should have known about the franchise tax change effective January 1, 2026 and included it as a known and measurable proforma in the 2025 FRP Evaluation, it is appropriate to return ENO's overcollection relative to this tax change for the period January-August 2026. As such, we have created Advisor Adjustment ADV09, which returns this overcollection.

Cost Allocation/Customer Class Decoupling Adjustments

The mechanics of the decoupling provision in the FRP require (i) supportable allocations of total costs among rate classes to develop allocated revenue requirements, and (ii) the corresponding total revenues to develop revenue deficiency by rate class. While the methods of cost allocation used in the 2018 Rate Case are to be maintained throughout the EFRP Evaluation Filings, updating external allocation factors from updated billing determinants with a complete supporting analysis is necessary to maintain fairness in the customer class decoupling revenue adjustments. Ordering Paragraph 14 of Council Resolution No. R-19-457 stated that the utility's total revenue requirements, as determined by compliance with each of the Council's directives in this Resolution, will be recovered from each customer class on the basis of the Advisors' proposal for customer

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32 *See,* https://www.legis.la.gov/legis/ViewDocument.aspx?d=1391650

33 *See*, ENO's 2025 FRP Evaluation Filing, AJ03D.

34 *See,* https://www.legis.la.gov/legis/ViewDocument.aspx?d=1391651

35 *See* FRP Evaluation Filing, proforma AJ05P.

36 Rider Schedule EFRP-7 at II.C (Changes in Tax Rates).

class revenue requirements as indicated in Advisors' Exhibit VP-20 Council Docket No. UD-18-07. Also, Rider EFRP-7 Tariff Sec. II.B.2 states that the determination of the fixed and variable revenue requirements by rate class shall be consistent with the allocation methodologies approved in Docket UD-18-07 except that the return on rate base component shall be based on class rates of return corresponding to the relative rate class revenues set in Docket UD-18-07. Consistence with allocation methodologies would include a rigorous examination of how each allocation factor is derived because of the impacts that allocation factor values have on decoupling results.

Although there has been no change to the methodology ENO uses to produce the underlying demand data for the FRP Evaluation Filings, an ENO contractor has developed demand peak data for recent test periods, including the FRP Evaluation Filings. The services of the contractor have enabled the Company to incorporate large amounts of data that are now available from the implementation of AMI. ENO provided workpapers in response to discovery[37] that support the current approach and processes implemented by ENO to develop coincident peak demands, allowing for rigorous validation, editing and estimation ("VEE").

However, it is still reasonable to recognize variations in data occurring over a period of recent years, to provide more consistency in allocated costs in annual FRP evaluations. As an example, ENO's peak demand for each of the twelve months in the previous (2024) test year occurred during daylight or non-dark hours, when lighting did not contribute to the monthly coincident peaks. Based on that one test period set of results, the lighting class of service would receive no portion of production and transmission fixed costs and related expenses. Yet in the eight years since the 2018 general rate case, in all but two test periods, there was an allocation to lighting service of some portion of production and transmission fixed costs. There has not been a fixed costs analysis for lighting service to reflect the changes to the lighting service production & transmission demand allocation factor over time, and these changes will impact cost of service adjustments for the lighting class.

The Advisors have selected averaging the demand allocation factors developed from the most recent three test periods to recognize both the recent approach and processes implemented by ENO to develop peak-related demand allocation factors, as well as to strive towards consistency in cost allocation factors from year to year. The kW peak demands from each of the recent three FRP test periods were combined for each of the customer classes resulting in weighted capacity-related fixed cost allocation factors which were used in the Advisors' decoupling analysis.

Notwithstanding the use of consistent allocation methodologies, the Advisors' examination of the capacity-related fixed cost allocation factors included in the 2026 FRP Evaluation Filing raised some questions. Notably, a proforma adjustment of base revenues for the new LME rate class is appropriate as discussed previously, assuming that appropriate adjustments are also applied to billing determinants and cost allocation factors. However, ENO's assumptions in annualizing the LME rate class kWh billing determinants and revenue for the 2025 test year were not applied consistently to the LME rate class demand allocation factors. The billing demand for the same three months that ENO chose to annualize LME rate class kWh billing determinants averaged 25,088 kW, compared to the 5,027 kW value that ENO used as an LME rate class production and transmission level demand allocation factor. Recognizing LME as a new rate class with limited data to reflect full operation, the Advisors used an LME rate class demand allocation factor of 23,564 kW, averaging seven months of operation beginning October 2025. To determine an

[37] See response to CNO-ENO 5-3, 2024 FRP, Docket No. UD-18-07.

appropriate FRP adjustment for this new rate class, the Advisors' adjusted LME rate class billing demand corresponds to the Advisors' adjusted LME rate class revenue.

Rider EFRP-7 provides that rate classes Master Metered Non-Residential, Large Electric High Voltage and Large Interruptible Service shall have a decoupling revenue adjustment cap of 10%, provided that the total electric utility FRP revenue adjustment for that evaluation does not exceed 10%.[38] With the Advisors' proposed change in total FRP revenue, (see Table 8) that decoupling revenue adjustment cap was not exceeded for those three customer classes.

The comparative results of electric rate class revenue and corresponding rates of return are presented herein in the following Attachments, Attachment A, page 1, which presents the results of the Advisors' 2018 Rate Case Recommended Electric Revenue Requirements by Rate Class; Attachment A, page 2 which presents ENO's current decoupling compliance with Rider EFRP's tariff; and Attachment B, which presents the Advisors' Adjusted Revenue Requirement and Decoupling analysis for the 2025 Test Year. In comparing Attachment A and Attachment B, the Advisors' application of decoupling results in equitable EFRP percent revenue changes among most customer classes, as well as adjustments to customer class rates of return.

We note that, due to the customary application of the decoupling and cost allocation methods that have been employed for each of the FRP Evaluations (i.e., 2021, 2022, 2023, 2024, and 2025), certain rate classes present anomalous FRP revenue change amounts. Specifically, the Municipal Building ("MB") rate class presents an Advisor adjusted FRP revenue increase of $1,291,723 (a 35% increase over proformed present revenues), and the Large Electric High Load Factor ("LEHLF") rate class presents a ($1,846,688) revenue decrease (a 1.34% decrease over proformed present revenues). Overall, the Advisor FRP bandwidth revenue increase is 2.91% over proformed present revenues).

Our review indicates that the cause of these anomalous FRP revenue changes relates to changes in allocation of cost of service relative to changes in 2025 per book revenues. In particular, we observe a likely delay before allocated cost of service catches up with revenues when electric usage changes substantially. We believe these anomalous results will correct themselves in any future FRP Evaluation as calculated cost allocations align with per book revenues.

In the interest of equity among rate classes and in the interest of avoiding rate shock, we recommend a one-time adjustment. We recommend that $1,147,500 in cost responsibility attributed to the MB rate class be reassigned to the LEHLF rate class. Through these adjustments, the MB rate class will experience the company-average 2.91% FRP bandwidth revenue increase when calculating its FRP rate, while the LEHLF rate class will experience a $699,189 reduction in the calculation of its FRP rate.

RATEPAYER IMPACT OF ENO'S FRP EVALUATION FILING AS ADJUSTED BY ADVISORS

The below Table 5 presents FRP revenue increases after applying the Advisor Adjustments to correct for the errors we identified in the FRP Evaluation Filing, including our recommended regulatory asset related to the FERC Order and our LEHLF and MB rate class cost responsibility adjustment that we discuss above. Table 2, which presents ENO's proposed change in FRP revenue is reproduced for comparison.

[38] *See* Rider EFRP-7, Section II.C.3.

Table 2
(reproduced from above)
ENO FRP Evaluation Filing Change in FRP Revenues

Rate Class	Applicable Base Revenue	Proposed Change in FRP Revenue Net of RSHCR Realignment	Proposed Change in FRP Revenue as Percent of Base Revenue
Residential	$182,389,082	$12,678,245	6.95%
Small Electric Service	72,700,395	4,238,562	5.83%
Municipal Buildings	2,473,664	1,416,549	57.27%
Large Electric	24,584,313	(1,525,061)	-6.20%
Large Electric High Load Factor	93,384,626	(2,205,036)	-2.36%
Master Metered Non-Residential	439,832	(36,657)	-8.33%
High Voltage	5,584,082	123,635	2.21%
Large Interruptible	3,635,973	(86,499)	-2.38%
Large Municipal	1,792,980	(407,483)	-22.73%
Lighting Service	3,939,175	654,956	16.63%
Total	$390,924,123	$14,851,212	3.80%

Table 5
Advisor Adjusted Electric Change in FRP Revenues
(Including Regulatory Asset Related to the FERC Order,
Net of Rider RSHCR Realignment)

Rate Class	Applicable Base Revenue	Advisor Adjusted Change in EFRP Revenue	Adjusted Change in EFRP Revenue as Percent of Applicable Base Revenue
Residential	$182,389,082	$5,795,360	3.2%
Small Electric Service	72,700,395	7,544,546	10.4%
Municipal Buildings	2,473,664	104,150	4.2%
Large Electric	24,584,313	112,289	0.5%
Large Electric High Load Factor	93,384,626	(1,092,444)	-1.2%
Master Metered Non-Residential	439,832	60,392	13.7%
High Voltage	5,584,082	116,625	2.1%
Large Interruptible	3,635,973	71,799	2.0%
Large Municipal	1,792,980	2,392,864	54.7%
Lighting Service	3,939,175	484,811	12.3%
Total	$390,924,123	$15,590,391	4.0%

Applying the Advisor Adjustments, but not the recommended regulatory asset related to the FERC Order, results in estimated changes to typical bills as indicated in Table 6 below.

Table 6 Estimated Change to Typical Customer Monthly Bill (Without Regulatory Asset Related to the FERC Order)					
Rate Class	Energy (kWh)	Present	ENO Proposal	After Advisor Adjustments	Change from ENO Proposal
Residential	1,000	$148.63	$156.09	$151.99	($4.10)
Small Electric	9,125	$1,482	$1,534	$1,564	($30)
Large Electric	91,250	$10,802	$10,385	$10,727	($343)

Applying the Advisor Adjustments, including the recommended regulatory asset related to the FERC Order, results in estimated changes to typical bills as indicated in Table 6a below.

Table 6a Estimated Change to Typical Customer Monthly Bill (Including Regulatory Asset Related to the FERC Order)					
Rate Class	Energy (kWh)	Present	ENO Proposal	After Advisor Adjustments	Change from ENO Proposal
Residential	1,000	$148.63	$156.09	$153.00	($3.09)
Small Electric	9,125	$1,482	$1,534	$1,577	$43
Large Electric	91,250	$10,802	$10,385	$10,820	$436

OTHER MATTERS FOR COUNCIL CONSIDERATION

Below, we discuss certain matters that we identified for Council consideration, but which are not properly addressed in the FRP evaluation process. The Council may wish to address the Mark to Market issue in a future proceeding, while we recommend that the Council address the regulatory asset related to the FERC Order in the instant FRP Evaluation.

Mark to Market ADIT

Mark to Market or "MTM" is an optional tax position under IRC Sec. 475 that allows ENO to record a balance sheet entry based on the expected costs of Purchase Power Agreement ("PPA") contracts relative to market costs for the same capacity and energy. ENO is not obligated to undertake MTM accounting and tax positions, but should ENO opt for MTM treatment, all contracts must be given MTM treatment. As ENO's taxable income and taxable deductions are part of a consolidated return involving other companies, it is our understanding that ENO's MTM election is tied to the broader interests of the consolidated taxable entity (*i.e.*, the EOCs as a whole).

In the instant FRP Evaluation Filing, per book MTM balances are recorded in ENO Accounts 283225 ($9,791,833) and 283226 ($2,713,786) (credit balances). These values are largely allowed by ENO to credit ENO's rate base, except for inappropriate reversals through what ENO calls FIN

48 adjustments,[39] which we reverse in Advisor Adjustment ADV02. In the instant FRP Evaluation Filing, MTM ADIT is a credit (*i.e.*, a reduction to rate base). However, in prior FRP Evaluation Filings, MTM has been a debit.

ENO states, "From year-to-year, whether Accounts 283225 and 283226 will have credit balances or debit balances depends on power/energy market activities that drive the MTM taxable income or tax deductions in each tax year. ENO's position is that MTM ADIT associated with third-party PPAs should be included in rate base exclusive of amounts subject to FIN 48."[40] We note that ENO is wrong when arguing that FIN48 ADIT is not properly includable in rate base.[41]

ENO states that it ". . . requested that the Council and its Advisors establish a ratemaking rule regarding the treatment of MTM ADIT associated with third-party PPAs and their inclusion in rate base, in previous FRP Reports, and has made the same request this year."[42] We repeat from last year's FRP report a hypothetical treatment that addresses ENO's concern regarding MTM ADIT:

In years in which a debit rate base balance related to a particular MTM tax position may occur, the revenue requirement (at ENO's WACC for FRP purposes) related to that debit balance may be deferred as a regulatory asset that is not reflected in rate base and that does not amortize. The similar revenue requirement related to future MTM credit rate base balances may be used to credit the position's regulatory asset before such revenue requirement credit flows to rates (as a rate base credit). This way, ENO does not credit ratepayers in some years, while absorbing debit balances in other years. However, ratepayers cannot be penalized for MTM tax positions; they can only benefit. Additionally, once any contract subject to MTM accounting terminates, any regulatory asset balance related to the terminated contract would be written off from any deferral balance without affecting ENO's rates.

Regulatory Asset Related to the FERC Order

The FERC Order was issued on June 2, 2026, well after the filing of the instant FRP Evaluation Filing. In the FERC Order, ENO is ordered to refund money to ELL and EAL related to what FERC believes is a tariff violation by ESL regarding the MSS-4R tariff. ELL and EAL are ordered to submit a compliance filing calculating the refund amount within 90 days of the FERC Order (*i.e.*, by August 31, 2026). The Advisors consider the FERC Order to be deeply flawed, and in fact no refunds payable by ENO are appropriate. Multiple parties, including the Council, have filed motions for rehearing and clarification in this proceeding. Regardless, even should the Council or its aligned parties to this proceeding ultimately prevail in their appeals, ENO must pay ELL and EAL the refund amount in the interim. No refund amount calculation has been provided by ELL and EAL as of the date of this Report, and if ELL and EAL take the entire allowed 90 days to make their compliance filing, August 31, 2026, is too late to include recovery of this amount in the FRP Evaluation's rates, which are effective September 2026.

Importantly, without establishing a recovery mechanism in the instant FRP Evaluation, ENO would likely seek recovery of the refund outside of a base rate action (especially if there is no 2027

[39] *See* ENO's HSPM response to DR CNO 2-11.

[40] FRP Evaluation Filing, *Summary Pleading*, XXVIII at 14.

[41] *See Supra*, our discussion related to Advisor Adjustment ADV02.

[42] ENO's response to DR CNO 2-11.a.

FRP Evaluation[43]). In this scenario, ENO could seek recovery of the full amount of the refund payable to ELL and EAL over a year or even in a single billing cycle, which if allowed by the Council would result in unacceptable rate shock. Even should ENO wait to seek recovery until the next base rate action, whose date is uncertain at present, ENO would likely seek recovery of carrying charges on the unrecovered refund balance, which would further burden ratepayers.

As such, and consistent with longstanding Council ratemaking practice of allowing regulatory assets to recover significant one-time expenses, we recommend that the Council allow ENO to record a regulatory asset in the amount of $20 million, which falls within the range of initial estimates of the total amount ENO may owe ELL and EAL. We recommend that costs related to this regulatory asset be given outside-the-bandwidth treatment in any future FRP evaluations. Our recommended FRP rates reflect a 5-year amortization of this regulatory asset and inclusion of its effect in rate base (*i.e.*, return on the regulatory asset's rate base effect at ENO's WACC).

As part of the creation of this recommended regulatory asset, we recommend that the Council note that $20 million is an estimate, and the actual amount will differ, possibly substantially. The amount of the regulatory asset shall be adjusted to reflect the actual refund amount once the ELL and EAL compliance filing is made and a final refund amount is known. Further, we note that ENO will gain the benefit of this regulatory asset on September 1, 2026, while the actual date of ENO's payments to ELL and EAL may be later. As such, we recommend that the balance of this regulatory asset be adjusted as part of the next Council base rate action (*i.e.*, a rate case or an FRP Evaluation should the Council allow ENO an FRP extension). This adjustment should take into account both the amount of ENO's payments to ELL and EAL as well as those payments' timing relative to the effective date of the regulatory asset.

[43] *See* Rider Schedule EFRP-7 at IV. ("Rider EFRP shall be in effect for three years with annual Evaluation Report filings to be made on or before April 30 of 2024, 2025, and 2026. . ."). At present there are no further base rate actions approved by the Council or initiated by ENO.

Attachment A
Advisors' 2018 Rate Case Recommended Electric Revenue Requirements by Rate Class

Line No.	Description	Total Company Adjusted	RES	Large Electric	Small Electric	Large Interruptible Service	Large Electric High Load Factor	High Voltage	Municipal Building	Master Metered Non Res	Lighting
[a]	*[b]*	*[c]*	*[d]*	*[e]*	*[f]*	*[g]*	*[h]*	*[i]*	*[j]*	*[k]*	*[l]*
1	Rate Base	777,383,427	425,338,913	48,750,285	114,482,471	4,645,876	164,739,772	5,995,785	3,942,686	75,013	9,412,623
2	ENO Required Rate of Return on Rate Base After taxes	6.91%									
3	ENO Required Rate of Return on Rate Base Including taxes	8.48%	1.60%	15.73%	18.32%	18.50%	15.79%	13.96%	21.31%	18.26%	20.16%
4	Return on Rate Base including income taxes	65,924,364	6,819,490	7,667,160	20,974,047	859,487	26,016,382	836,718	840,005	13,696	1,897,379
5	Operation & Maintenance Expense	404,211,278	190,661,260	29,152,919	60,943,027	6,183,538	104,114,314	7,715,058	2,118,224	42,493	3,280,454
6	Gains from Disp of Allowances	-	-	-	-	-	-	-	-	-	-
7	Regulatory Debits & Credits	4,538,904	2,420,822	295,209	678,021	30,096	1,003,174	38,751	23,427	452	48,952
8	Interest on Customer Deposits	895,555	489,996	56,161	131,885	5,352	189,782	6,907	4,542	86	10,843
9	Other Credit Fees	46,620	25,508	2,924	6,866	279	9,880	360	236	4	564
10	Depreciation & Amortization Expense	53,459,952	29,395,752	3,296,141	7,899,949	353,263	11,167,569	467,754	268,365	5,046	606,114
11	Amortization of Plant Acquisition Adjustment	1,189,690	540,672	91,545	185,581	15,824	319,821	24,277	6,675	133	5,161
12	Taxes Other than Income	20,940,293	11,518,901	1,279,645	3,123,711	136,916	4,343,957	181,630	105,934	1,997	247,602
13	SSCR (will be recovered w/ a Rider)	14,815,179	6,771,975	1,061,261	2,599,421	129,305	3,603,826	258,953	107,355	2,064	281,019
14	EECR (will be recovered w/ a Rider)	6,005,758	2,365,561	576,815	845,922	-	2,012,843	149,290	54,660	667	-
15	Less Credit to COS from Other Operating Revenue	(8,278,099)	(4,313,506)	(533,540)	(1,318,405)	(44,757)	(1,805,658)	(80,786)	(49,118)	(936)	(131,393)
16	**Total Cost of Service**	**563,749,493**	**246,696,430**	**42,946,239**	**96,070,024**	**7,669,302**	**150,975,890**	**9,598,911**	**3,480,305**	**65,703**	**6,246,695**
17	Less Present Revenue	596,853,414	250,098,239	46,736,829	96,599,501	11,061,296	166,588,860	13,381,097	3,773,720	79,482	8,534,390
18	**= Revenue Deficiency (Excess)**	**(33,103,921)**	**(3,401,809)**	**(3,790,590)**	**(529,477)**	**(3,391,994)**	**(15,612,970)**	**(3,782,186)**	**(293,415)**	**(13,779)**	**(2,287,695)**

Note: This Attachment was originally introduced as Exhibit VP-20 in the 2018 Rate Case.

ENTERGY NEW ORLEANS, LLC
FORMULA RATE PLAN
Electric Utility Revenue Redetermination by Rate Class at Equal Rates of Return
ELECTRIC
Test Year Ending December 31, 2025

Line No.	Description	Total Company Adjusted	Residential	Small Electric	Municipal	Large Electric	High Load Factor	Master Metered	High Voltage	Large Interruptible	Large Municipal	Lighting
[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]
1	Rate Base	1,211,061,492	704,222,604	177,056,791	18,343,556	60,887,851	223,402,244	1,145,467	8,184,592	5,858,185	2,166,875	9,793,326
2	ENO Required Rate of Return on Rate Base After taxes	7.45%										
3	ENO Required Rate of Return on Rate Base Including taxes	9.19%	3.81%	20.90%	10.02%	13.00%	14.82%	1.13%	17.04%	4.73%	14.28%	26.58%
4	Return on Rate Base including income taxes	111,325,048	26,857,744	37,012,602	1,837,923	7,916,187	33,103,843	12,892	1,394,723	276,915	309,419	2,602,801
5	Operation & Maintenance Expense	480,219,733	258,428,422	67,773,121	2,669,832	26,827,319	105,338,258	473,037	8,504,142	6,411,812	1,740,606	2,053,183
6	Gains from Disp of Allowances	-	-	-	-	-	-	-	-	-	-	-
7	Regulatory Debits & Credits	(18,939,824)	(11,089,288)	(2,778,054)	(255,698)	(934,436)	(3,433,511)	(17,398)	(143,825)	(101,033)	(38,120)	(148,461)
8	Interest on Customer Deposits	2,334,337	1,357,399	341,279	35,357	117,362	430,611	2,208	15,776	11,292	4,177	18,877
9	Other Credit Fees	57,196	33,259	8,362	866	2,876	10,551	54	387	277	102	463
10	Depreciation & Amortization Expense	80,774,099	47,784,232	11,848,711	1,069,507	3,912,576	14,291,050	70,269	581,045	409,315	148,631	658,762
11	Amortization of Plant Acquisition Adjustment	1,190,642	627,759	176,754	4,222	69,851	267,993	1,300	22,140	13,443	6,064	1,116
12	Taxes Other than Income	18,331,372	10,814,627	2,699,246	222,922	886,678	3,266,828	16,483	147,961	105,523	40,190	130,915
13	Adjustment (Bad Debt, Reg. Exp. & Tax Difference)	(1,304,515)	(334,047)	(364,503)	(25,690)	(111,171)	(412,230)	(1,392)	(16,083)	(10,318)	(4,877)	(24,203)
14	SSCR (recovered w/ a Rider)	-										
15	SSCR II (recovered w/ a Rider)	-										
16	SSCO (recovered w/ a Rider)	-										
17	EECR (recovered w/ a Rider)	-										
18	Less Credit to COS from Other Operating Revenue	(66,135,909)	(29,842,669)	(10,245,048)	(451,637)	(4,335,988)	(17,629,141)	(74,089)	(1,499,013)	(1,357,775)	(218,577)	(481,972)
19	**Total Cost of Service**	**607,852,181**	**304,637,438**	**106,472,471**	**5,107,605**	**34,351,253**	**135,234,250**	**483,365**	**9,007,253**	**5,759,451**	**1,987,615**	**4,811,479**
20	Less Present Revenue [1]	591,232,742	290,994,868	101,983,925	3,650,983	35,768,927	137,046,031	517,566	8,883,617	5,845,950	2,395,098	4,145,777
21	= **Revenue Deficiency (Excess)**	**16,619,439**	**13,642,570**	**4,488,545**	**1,456,622**	**(1,417,674)**	**(1,811,780)**	**(34,201)**	**123,635**	**(86,499)**	**(407,483)**	**665,703**
22	Percent Increase on Total Revenues	2.8%	4.7%	4.4%	39.9%	-4.0%	-1.3%	-6.6%	1.4%	-1.5%	-17.0%	16.1%

Attachment B
Corrected Return on Rate Base
Calculation by Rate Class

Description	Line Item	Total Advisor Adjustments	Combined Total Company Adjusted	Residential	Small Electric	Municipal	Large Electric	High Load Factor	Master Metered	High Voltage	Large Interruptible	Large Municipal	Lighting
Rate Base	RBTOA: RATE BASE Total	8,375,898	1,219,437,390	693,581,430	181,697,582	17,994,018	65,258,249	226,351,540	1,355,140	8,337,685	5,896,227	9,254,193	9,711,030
ENO Required Rate Of Return On Rate Base Including Taxes	RORB IT	9.19%	9.19%	3.69%	20.79%	9.29%	12.88%	14.68%	1.01%	16.16%	4.73%	13.41%	26.58%
Return On Rate Base Including Income Taxes		769,942	112,094,991	25,560,586	37,765,842	1,671,644	8,406,993	33,229,023	13,650	1,347,045	278,713	1,240,564	2,580,929
Operation & Maintenance Expense	OMTOA: OPERATION & MAINTENANCE EXPENSE Total	2,054,566	482,274,299	254,090,126	69,687,438	2,697,055	27,677,403	104,935,497	554,466	8,512,358	6,543,938	5,653,713	1,922,287
Regulatory Debits & Credits	RDCTOA: REGULATORY DEBITS AND CREDITS Total	4,000,000	(14,939,824)	(8,843,205)	(2,166,602)	(237,573)	(749,936)	(2,587,854)	(15,307)	(70,466)	(55,631)	(66,037)	(147,233)
Interest on Customer Deposits	ICDTOA: INTEREST ON CUSTOMER DEPOSITS Total	0	2,334,337	1,319,301	336,768	34,746	129,074	442,340	2,754	16,166	11,290	22,830	19,070
Depreciation & Amortization Expense	DXTOA: DEPRECIATION AND AMORTIZATION EXPENSE To	(64,148)	80,709,951	46,901,172	11,971,585	1,055,105	4,136,886	14,331,888	81,993	578,467	403,921	593,969	654,978
Amortization of Plant Acquisition Adjustment	APAATOA: AMORTIZATION OF PLANT ACQUISITION ADJUS	0	1,190,642	598,930	175,286	4,672	73,850	271,628	1,530	22,568	13,412	28,393	372
Taxes Other than Income	TOTOA: TAXES OTHER THAN INCOME Total	(1,392,174)	16,939,199	9,828,581	2,657,674	200,420	841,165	2,929,246	17,118	130,380	93,929	124,439	116,260
FIN 48 and Bank Interest	OCFTOA: OTHER CREDIT FEES	30,314	87,510	49,458	12,625	1,303	4,839	16,583	103	606	423	856	715
Adjustment (Bad Debt, Reg. Exp. & Tax Difference)	Adjustment (Bad Debt, Reg. Exp. & Tax Difference)	79,345	(1,225,170)	(313,729)	(342,333)	(24,128)	(104,410)	(387,156)	(1,307)	(15,105)	(9,690)	(4,581)	(22,731)
SSCR II (recovered w/ a Rider)													
SSCO (recovered w/ a Rider)													
Less Credit To COS From Other Operating Revenue:		0	(66,135,909)	(29,842,669)	(10,245,048)	(451,637)	(4,335,988)	(17,629,141)	(74,089)	(1,499,013)	(1,357,775)	(218,577)	(481,972)
Total Cost Of Service		5,477,846	613,330,026	299,348,553	109,853,236	4,951,608	36,079,876	135,552,052	580,911	9,023,006	5,922,531	7,375,570	4,642,675
Base Rate Revenue	REVOTH: Sales Revenue	-	409,389,302	200,506,599	72,796,026	2,543,959	24,584,313	93,566,362	439,832	5,584,082	3,635,973	1,792,980	3,939,175
Adjustment to LME Revenue	REVOTH: ADV07 LME Revenue	2,582,642	2,582,642	-	-	-	-	-	-	-	-	2,582,642	-
FRP Revenue	REVFRP: FRP Revenue	-	87,462,976	44,982,619	17,657,472	687,496	5,289,438	18,201,224	(26,110)	922,384	(153,907)	362,467	(460,108)
FAC Revenue	REVFAC: FAC Revenues	182,398	95,279,602	39,847,640	14,744,320	489,728	6,582,433	27,420,420	107,762	2,582,731	2,437,639	318,077	748,852
MISO Rider	REVMIS: MISO Revenues	13,747	2,065,569	961,682	332,629	6,709	144,021	523,193	2,668	43,642	35,482	15,545	(2)
LCFC Revenue	REVLCF: LCFC Revenue	(77,069)	(5,260,568)	(2,603,347)	(950,928)	(41,697)	(327,895)	(1,237,133)	(6,569)	(74,210)	-	(18,789)	-
Purchase Power Revenues	REVPPC: Purchase Power Capacity	(23,143)	(20,113,743)	(9,716,266)	(3,260,432)	(129,814)	(1,415,515)	(4,897,087)	(3,987)	(379,444)	(104,454)	(125,943)	(80,800)
	456200: Unbilled Revenue	-	-	-	-	-	-	-	-	-	-	-	-
EECR Revenue	REVEEC: EECR Revenue	2,060,082	24,565,620	18,609,940	739,619	103,504	1,003,405	3,821,761	4,468	227,195	-	55,728	-
Present Revenue		4,738,657	595,971,400	292,588,868	102,058,707	3,659,885	35,860,200	137,398,741	518,063	8,906,381	5,850,733	4,982,706	4,147,117
FRP Revenue Change		**739,188**	**17,358,627**	**6,759,685**	**7,794,529**	**1,291,723**	**219,676**	**(1,846,688)**	**62,848**	**116,625**	**71,799**	**2,392,864**	**495,557**
			2.91%	2.31%	7.64%	35.29%	0.61%	-1.34%	12.13%	1.31%	1.23%	48.02%	11.95%

Attachment C

Advisor Adjustments to ENO's Proposed Ratemaking Treatment by Account	
ENO Account(s)	**Adjustment DR/(CR)**
ADV01 – Rider Revenues	
RSRREECR: 440-445 SALES–RETAIL - Energy Smart	($2,060,082)
RSRRFAC: 440-445 SALES–RETAIL - FAC	($182,398)
RSRRMIS: 440-445 SALES–RETAIL - MISO	($13.747)
RSRRPPC: 440-445 SALES–RETAIL - PURCHASED POWER CAPACITY	$23,143
OMCS908: 908 CUSTOMER ASSISTANCE EXP	$2,054,566
PGA Rider Revenue	
FTCALC: FEDERAL INCOME TAX	$35,427
CITTOA: CURRENT INCOME TAXES	$9,819
ADV02 – FIN48 ADIT	
ADFIT283: 283 - FEDERAL 283225: Section 475 Adjustment-Fed	([redacted])
ADSIT283: 283 - STATE 283226: Section 475 Adjustment-St	([redacted])
ADV03 – LCFC	
RSRRLCF: 440-445 SALES–RETAIL - LCFC REVLCF: LCFC Revenue	$77,069
FITAESI: ESL CURRENT FEDERAL TAXES 409112: Income Taxes-Util Op Inc – Fed	$15,294
SITAESI: ESL CURRENT STATE TAXES 409114: Income Taxes-Util Op Inc-State	$4,239
ADV04 – Storm Proforma Costs	
PLD361: 361 STRUCTURES & IMPROVEMENTS (DS-DD-TO) 1010AM: Electric Plant In Service	($27,448)
PLD362: 362 STATION EQUIPMENT (DS-DD-TO) 1010AM: Electric Plant In Service	($652,381)
PLD364: 364 POLES, TOWERS, & FIXTURES (D2-DD-TO) 1010AM: Electric Plant In Service	($623,877)
PLD365: 365 OVERHEAD CONDUCTORS & DEVICES (D2-DD-TO) 1010AM: Electric Plant In Service	($985,539)
PLD368: 368 LINE TRANSFORMERS (DX-DD-TO) 1010AM: Electric Plant In Service	($139,879)
PLD3691: 369.1 OVERHEAD SERVICES (DV-CC-TO) 1010AM: Electric Plant In Service	($19,879)
DXD361: 361 STRUCTURES & IMPROVEMENTS (DS-DD-TO) 4030AM: Depreciation Expense	($270)
DXD362: 362 STATION EQUIPMENT (DS-DD-TO) 4030AM: Depreciation Expense	($7,294)
DXD364: 364 POLES, TOWERS, & FIXTURES (D2-DD-TO) 4030AM: Depreciation Expense	($19,563)
DXD365: 365 OVERHEAD CONDUCTORS & DEVICES (D2-DD-TO) 4030AM: Depreciation Expense	($31,214)

Attachment C

Advisor Adjustments to ENO's Proposed Ratemaking Treatment by Account	
ENO Account(s)	**Adjustment DR/(CR)**
DXD368: 368 LINE TRANSFORMERS (DX-DD-TO) 4030AM: Depreciation Expense	($5,195)
DXD3691: 369.1 OVERHEAD SERVICES (DV-CC-TO) 4030AM: Depreciation Expense	($612)
ADV05 – FIN 48 Interest	
OCFBL: BANK LOANS & FIN48 - INTEREST EXP	$30,314
ADV07 – Prospective LME Rate Class Revenues	
RSRRT: 440-445 SALES-RETAIL	($2,582,642)
409112: Income Taxes-Util Op Inc - Fed	$512,525
409114: Income Taxes-Util Op Inc-State	$142,045
ADV09 – Corporate Franchise Tax	
TOSLFTLA: 408.158 FRANCHISE TAX-LOUISIANA	($1,392,174)
Regulatory Asset Related to FERC Order	
AAA115: 115 AMORT ACQUISITION ADJUSTMENT	$16,000,000
RCASB: 407.425 REGULATORY CREDITS - ARO - ASBESTOS REMOVAL	$4,000,000
ADITSTOA: ACCUMULATED DEFERRED STATE INC TAXES	($4,055,200)

Attachment D

Entergy New Orleans, LLC
Formula Rate Plan
Earned Rate of Return on Common Equity Formula
Electric
For the Test Year Ended December 31, 2025

Line No.	Description		ENO Adjusted Amount	Advisor Adjusted Amount
	TOTAL COMPANY			
1	RATE BASE	Att B, P 2, L 23	1,211,061,492	1,219,437,390
2	BENCHMARK RATE OF RETURN ON RATE BASE	Att D, L 4, Col D	7.45%	7.45%
3	REQUIRED OPERATING INCOME	L 1 * L 2	90,181,694	90,805,405
4	NET UTILITY OPERATING INCOME	Att B, P 3, L 26	78,191,696	77,639,308
5	OPERATING INCOME DEFICIENCY/(EXCESS)	L 3 - L 4	11,989,998	13,166,097
6	REVENUE CONVERSION FACTOR (1)		1.3861	1.3184
7	REVENUE DEFICIENCY/(EXCESS)	L 5 * L 6	16,619,439	17,358,627
	PRESENT RATE REVENUES			
8	ULTIMATE CUSTOMERS	Att B, P 3, L 1	591,232,742	595,971,400
9	REVENUE REQUIREMENT	L 7 + L 8	607,852,181	613,330,026
10	PRESENT RATE BASE REVENUES	Att B, P 3, L 1	591,232,742	595,971,400
11	REVENUE DEFICIENCY/(EXCESS)	L 9 - L 10	16,619,439	17,358,627
12	REVENUE CONVERSION FACTOR (1)	L 6	1.3861	1.3184
13	OPERATING INCOME DEFICIENCY/(EXCESS)	L 11/L 12	11,989,998	13,166,097
14	RATE BASE	Att B, P 2, L 23	1,211,061,492	1,219,437,390
15	COMMON EQUITY DEFICIENCY/(EXCESS) (%)	L 13/L 14	0.99%	1.08%
16	WEIGHTED EVALUATION PERIOD COST RATE FOR	Att D, L 3, Col D	5.14%	5.14%
17	WEIGHTED EARNED COMMON EQUITY RATE (%)	L 16 - L 15	4.15%	4.06%
18	COMMON EQUITY RATIO (%)	Att D, L 3, Col B	55.00%	55.00%
19	EARNED RATE OF RETURN ON COMMON EQUITY (%)	L 17/L 18	7.55%	7.39%

July 20, 2026

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St.
New Orleans, LA 70112

RE: Comments on the Neighborhood Power Plan proposal from Together New Orleans and Entergy New Orleans Proposed BESS Phase 3 Implementation Plan in UD 24-02 (Proposal to Enhance Distributed Energy Resource Programs for the City of New Orleans)

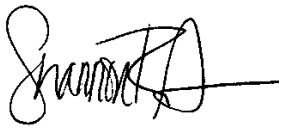
Dear Ms. Collier,

Solar United Neighbors (SUN) respectfully submits the following comments in docket UD 24-02 (Proposal to Enhance Distributed Energy Resource Programs for the City of New Orleans). Please file the attached communication and this letter in the record for the proceeding.

Please do not hesitate to reach out to me with any questions related to this filing.

Respectfully submitted this 20th day of July, 2026.

Sincerely,



Shannon Anderson
Virtual Power Plant Policy Director
Solar United Neighbors
sanderson@solarunitedneighbors.org

cc: Official Service List UD-24-02 (via electronic mail)

SOLAR UNITED NEIGHBORS

BEFORE THE COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS	))))	**UD-24-02**

SOLAR UNITED NEIGHBORS' COMMENTS ON IMPLEMENTATION PROPOSALS

By and through its undersigned staff, and pursuant to the scheduling order issued in UD-24-02, Solar United Neighbors (SUN) respectfully submits these comments on the implementation proposals from Entergy New Orleans (ENO) and Together New Orleans (TNO) submitted to the Council of the City of New Orleans (Council) in this proceeding.

At the outset, it is important to revisit the purpose of the battery storage incentive program approved by the Council, and that is not only employing existing battery systems already owned by residential and commercial customers more efficiently for the benefit of the grid, but also deploying *new* batteries through upfront incentives that will drive adoption of new distributed energy resources to create greater customer affordability and customer resiliency. As discussed in TNO's comments, the incentive level matters greatly for this deployment goal, especially for income-qualified families and individuals that would benefit from new battery systems the most. The Council has wisely recognized this inherent need to achieve co-benefits through income-qualified incentives, but to reach its goals and objectives of 40% of the incentives reaching income-qualified participants, the incentives must create overall system affordability.

SUN is concerned that if ENO's proposal is adopted, the City and its residents will miss out on a critical opportunity to lead in developing a program that will truly meet the shared goals of the Council and the Parties in saving costs, increasing energy equity, and creating a future grid powered on local, clean energy.

The following comments are offered with the purpose of furthering good faith discussion to achieve a successful program that can be quickly implemented and meet the goals established by the Council. The Council's leadership in establishing this program is commendable, and SUN is eager to work with the Parties to ensure the visionary mission set forth in this docket is achieved.

SUN Supports TNO's Proposal for Restoring the $28 Million to be Used for Upfront Incentives Because Upfront Incentives Are Critical to Driving Adoption of New Battery Resources for a VPP

In previous comments, SUN referred to its work reviewing virtual power plant programs around the country that aggregate solar-powered customer-sited battery storage. SUN engages in regulatory proceedings around the country and studies the success and learnings of other programs to better inform our work and our advocacy before utility commissions. Unfortunately, based on these studies, one lesson that is clear is not all programs have realized the opportunity these programs create to meaningfully contribute to the grid. As discussed in this docket, Entergy New Orleans' pilot program failed to attract customers. In contrast to programs that have enrolled

thousands (or tens of thousands of participants) and created hundreds of megawatts of capacity, Entergy's program had only enrolled 114 customers as of July 1, 2025 creating a mere 360 kw of load shed per event.

On the other hand, aggregated storage programs that are designed to meet customer needs and interests offer tremendous benefit to utilities and their customers. These programs show that with the right incentives and program terms and conditions in place, customers will join by the tens of thousands and keep showing up event after event to participate in the program year after year. These successful programs create a scalable, meaningful opportunity to reduce energy costs, not just for participants but for ratepayers overall.

New Orleans could be the next place for a successful program to get successfully up and running, but stakeholders need the Council to act now to create the program that will meet our goals and truly fulfill the opportunity before us. This starts by ensuring the full $28 million goes towards creating upfront incentives for new battery deployment, especially for income-qualified families. If batteries are not affordable, they will not be adopted, and if they are not adopted, the program will fail both in terms of reducing peak demand and in terms of delivering energy affordability, no matter the good intentions on the part of the Council, the Parties, and ENO. Economics matter, and TNO has crunched the numbers and provided substantial data to propose upfront incentives that will be effective in achieving the goals of the program.

As SUN has previously noted in comments in this docket, we fully support the proposition that third-party solar and battery leasing companies who serve as aggregators in the program can assist with the goals of battery adoption for low- and moderate-income households through low or no cost up front financing. *However*, as TNO's analysis demonstrates, to meaningfully achieve equity goals for the program, the SERI credit incentives, or another source of income-qualified incentive financing, will be necessary.

Performance Payments Will Be Cost Effective for All Ratepayers

If the entirety of the $28 million is used for upfront incentives, the question then becomes whether the program is still cost effective for the ongoing performance payments that offer compensation to customers participating in the program. The answer to this question is an unequivocal yes. VPPs create energy affordability not just for participants, but for ratepayers in general. This cost savings is an especially critical component of any program for energy-burdened families who are already having difficulty affording their power bills. SUN believes strongly in creating energy affordability and thus SUN would not be supporting a program that doesn't have demonstrated cost savings potential. The program proposed by TNO has this demonstrated ability, and we urge the Council to adopt it.

SUN has reviewed similar VPP programs around the country and in all cases, where resources are deployed at scale and used effectively by utilities, VPP programs

deliver economic benefits that outweigh the costs of the incentives. In fact, some programs deliver benefits to costs at a ratio of 2:1 or even higher, again, especially when sufficient resources exist in a program to displace utility reliance on more expensive resources during times of peak power needs or to achieve other grid services. It is because of these positive benefit ratios that utility commissions in Utah, Puerto Rico, Massachusetts, Arizona, Illinois, Maryland, Colorado, and elsewhere have approved performance payment incentives as part of VPP programs. All of these utility commissions have requirements for programs to achieve cost savings, and they have rigorous measurement and verification protocols to ensure that the cost savings utilities estimate are actually achieved. This means, even after several years or in some cases many years, these programs and their performance incentives still achieve regulatory approval because of their demonstrated cost savings.

Here are some examples of the cost effectiveness of VPP programs from around the country, demonstrating that the energy cost savings of the programs outweigh the costs of compensating participants through performance payments. Also note that in these cases, administrative costs of the programs are also included in the cost-to-benefit ratio calculations whereas here administrative costs are separately allocated through the SERI funding.

- Rocky Mountain Power's **Wattsmart Battery** incentive program in Utah passes the utility cost test, the total resource cost test, and the ratepayer impact cost test (May 2025 report to Utah PUC, Docket No. 25-035-36)
- Puerto Rico's Energy Bureau found that the **Customer Battery Energy Sharing** program's economic benefits are "likely to be, on the order of, twice as large as the cost of the incentives, if not more" (April 2025 order, Docket Number: NEPR-MI-2022-0001).
- Arizona Public Service's **Storage Rewards** program was designed to avoid any cost shifts, setting incentives at a level that ensures program costs do not exceed benefits (March 2025 proposal to Corporation Commission) (Docket E-01345A-23-0088).
- The **Connecticut** ESS order says the CBA for the residential battery proposal is 2.0 - 1.96. This includes using a "less than ideal" cost effectiveness screen. It uses a RIM test and the Commission suggests it undersells it since the project owners take the risk of performance, not ratepayers.
- In **Maryland**, BGE's program is estimated to create $331,574,938 net benefits with a 4.5 ratio and the PHI Utilities' (Pepco + DPL) program is estimated to create $161,653,162 in net benefits with a 2.3 ratio.

It should also be noted that in some states, the true value of cost savings of aggregated battery storage systems is left unquantified, meaning that the programs mentioned

above, and the program proposed by TNO, will likely deliver even better benefits than anticipated. If the Council is interested in developing a benefit-to-cost ratio analysis for future review of the program, we encourage consideration of the National Standards Practice Manual methodology, which was updated in 2026 to include virtual power plants. (See: https://www.naseo.org/nesp/nspm)

Conclusion

While performance payments are critical to long-term program success in attracting and retaining participating customers, SUN firmly believes that such payments should be absorbed by utility ratepayers because they are demonstrated to be cost-effective options compared to other resource choices a utility can make. SUN therefore supports TNO's proposal to use the $28 million on upfront incentives designed to facilitate deployment of new resources that will become the building blocks of a successful program.

SUN also stands by previous comments submitted in this docket and continues to offer its technical expertise and interest in helping the Council meet the needs of the moment before it to continue to be a leader in developing innovative and effective clean energy solutions for the people of New Orleans.

Respectfully submitted this 20th day of July, 2026.

/s/Shannon Anderson
Solar United Neighbors

CERTIFICATE OF SERVICE

I, Shannon Anderson, do hereby certify that on July 20, 2026 I served the forgoing SOLAR UNITED NEIGHBORS' COMMENTS upon all other known Parties of this proceeding via electronic mail.

/s/ Shannon Anderson
Shannon Anderson
Solar United Neighbors

Jul 17, 2026

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: Docket UD-24-02

Dear Ms. Collier,

Enphase Energy respectfully submits the attached filing in docket UD-24-02 pertaining to the City's Distributed Energy Resource Program.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Jason Simon
VP, Policy and Market Development
Enphase Energy

As utilities across the country evaluate investments in grid modernization and flexible capacity resources, Virtual Power Plants (VPPs) built on distributed battery storage are emerging as one of the most promising tools available. Yet many current evaluations of battery VPP programs fail to fully capture their real-world value and the conditions necessary for sustained success.

It is important to recognize that many cost-effectiveness models underestimate the actual value that battery VPPs deliver. Traditional planning frameworks often focus on a narrow set of benefits while overlooking the full system value provided by distributed batteries, including avoided capacity investments, improved reliability, operational flexibility, resilience, and customer engagement. When called upon during critical system conditions, aggregated batteries can provide dependable capacity precisely when and where it is needed, reducing stress on the grid and helping defer costly infrastructure upgrades.

As utilities assess program economics, ongoing participation payments should be viewed as a standard resource procurement cost rather than an exceptional expense. Utilities routinely compensate conventional generators, demand response providers, and capacity resources for their availability and performance. Customer-owned batteries should be treated no differently. Ongoing compensation is simply the mechanism through which utilities secure access to a distributed energy resource that provides measurable grid benefits.

At the same time, upfront incentives remain essential to program growth. Battery owners make significant investments in their systems, and compelling upfront incentives are often the primary factor driving enrollment decisions. Without sufficient initial incentives, many customers will never purchase a battery or join a VPP program, limiting the resource pool available to support grid operations. Upfront incentives serve as the catalyst that enables utilities to build meaningful VPP capacity at scale.

However, enrollment alone does not create a successful VPP. Long-term program performance depends on keeping participants engaged year after year. Customers are increasingly aware of the value their batteries provide, and meaningful ongoing compensation is critical to maintaining participation. Programs that rely solely on upfront incentives often experience declining engagement as customers reassess whether the value they receive justifies continued participation. Sustainable VPPs require compensation structures that reward customers fairly for the ongoing use of their assets.

Most importantly, program success should be measured by actual participation and delivered performance—not by enrollment statistics alone. A program with thousands of enrolled batteries provides little value if only a fraction of participants remain active or respond during grid events. The true measure of success is the amount of dependable capacity that is available when needed and the percentage of customers who continue participating over time. High participation rates, consistent event performance, and long-term customer retention are the metrics that ultimately determine whether a VPP can be counted on as a reliable grid resource.

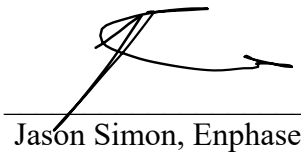
As utilities plan for the future, the most effective battery VPP programs will be those designed around both customer economics and grid needs. By recognizing the full value of distributed batteries, providing sufficient upfront incentives, offering meaningful ongoing compensation, and measuring success through actual participation, utilities can unlock the full potential of VPPs as a reliable, scalable, and cost-effective energy resource.

Before
The Council of the City of New Orleans

Re: Docket UD-24-02

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Jul 17, 2026, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.



Jason Simon, Enphase Energy

July 17, 2026

Via Electronic Mail
Clerk of Council
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

RE: RESOLUTION AND ORDER ESTABLISHING RULEMAKING TO CONSIDER REVISING THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES
(UD-26-01)

Dear Clerk,

Please find the attached Comments of the Alliance for Affordable Energy on Party Proposals for filing under the docket referenced above. We will submit physical copies at your instruction. Thank you for your attention to this matter.

Sincerely,

Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

4505 S. Claiborne Ave., New Orleans, LA 70175 | Office: 504.208.9761 | www.all4energy.org

Before

The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING RULEMAKING TO CONSIDER REVISING THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES

DOCKET UD-26-01

JULY 17, 2026

COMMENTS OF THE ALLIANCE FOR AFFORDABLE ENERGY ON PARTY PROPOSALS

On June 18, 2026, parties to this proceeding, including the Alliance for Affordable Energy ("AAE"), Entergy New Orleans, LLC ("ENO") and the New Orleans City Council's ("Council") Utility Advisors ("the Advisors"), filed proposed changes to the Council's rules governing integrated resource planning ("IRP") regarding the inclusion of distributed energy resources ("DERs") in future Demand-Side Management ("DSM") Potential Studies and IRP analyses. AAE hereby submits the following comments on the parties' proposal:

In particular, AAE supports the Advisors' recommendation to integrate distribution and transmission planning into the IRP process,[1] as well as their recommendation to include the mitigation of outage risk among the IRP's objectives.[2]

AAE would object to ENO's proposed revision to the definition of "Distributed Energy Resources" under the IRP Rules inasmuch as it includes non-renewable generation.[3] The Council's Renewable and Clean Portfolio Standard has an explicit goal of achieving carbon-free generation by 2050.[4] New distributed fossil generation should be excluded from future IRP modeling scenarios.

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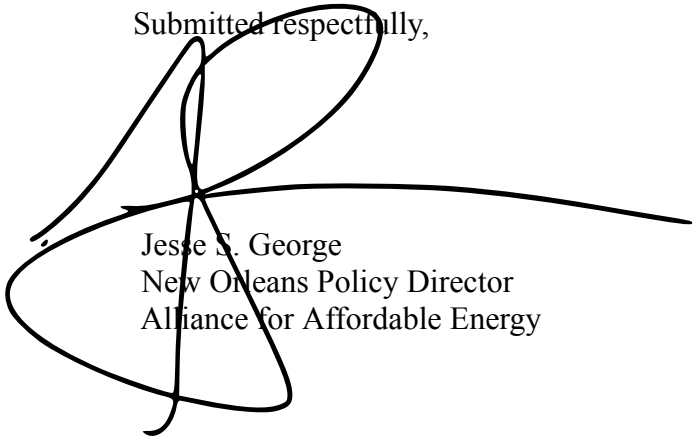
[1] *Advisors' Proposed Edits to the Integrated Resource Plan Rules*, June 18, 2026, p. 3; pp. 9-10.
[2] *Id.* at p. 5.
[3] *Comments of Entergy New Orleans, LLC on Proposed Changes to the Integrated Resource Planning Rules*, June 18, 2026, p. 2.
[4] Renewable and Clean Portfolio Standard § 1(a)(1).

AAE appreciates this opportunity to provide these comments on the parties' proposals, and would reiterate the changes proposed in our own filing of June 18, 2026, including the disaggregation of the DERs by type for the purposes of modeling and evaluation and requiring additional analysis specific to DERs, such as a non-wires alternatives ("NWA") analysis to reveal the full benefits of DERs to the grid.

Submitted respectfully,



Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

Before

The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING RULEMAKING TO CONSIDER REVISING THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES

DOCKET UD-26-01

JULY 17, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this 17th day of July 2026, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Jesse S. George
Alliance for Affordable Energy

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July 16, 2026

VIA ELECTRONIC MAIL

Ms. Aisha R. Collier
Clerk of Council
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clerkofcouncil@nola.gov

Re: Docket No. UD-26-01*, Resolution and Order Establishing Rulemaking to Consider Revising the Integrated Resource Plan Rules with Respect to Distributed Energy Resources*; Petition of the Gulf States Renewable Energy Industries Association for Leave to Intervene Out of Time and Initial Comments on Proposed Changes to the IRP Rules

Dear Ms. Collier:

On behalf of the Gulf States Renewable Energy Industries Association ("GSREIA"), enclosed for filing into the record of the above-referenced docket please find (1) GSREIA's *Petition for Leave to Intervene Out of Time* and (2) GSREIA's *Initial Comments on Proposed Changes to the Integrated Resource Plan Rules with Respect to Distributed Energy Resources*. GSREIA respectfully requests that both documents be filed into the record of Docket No. UD-26-01 and submitted to the Council for its consideration.

GSREIA submits its Comments contemporaneously with its Petition, consistent with the July 17, 2026 comment deadline established by Resolution R-26-220, and respectfully requests that the Comments be received and considered upon the Council's admission of GSREIA as a party to this proceeding.

In accordance with the procedural requirements established by Resolution R-26-220, a copy of this filing is being served contemporaneously upon Mr. Byron Minor (bminor@nola.gov) and upon the parties reflected on the official service list for this docket, as set forth in the attached Certificate of Service.

GSREIA respectfully requests that any applicable filing fee associated with this intervention be waived pursuant to Council Resolution R-16-365.

Please do not hesitate to contact the undersigned representatives with any questions regarding this filing. Thank you for your assistance in this matter.

Respectfully submitted,

GULF STATES RENEWABLE ENERGY INDUSTRIES ASSOCIATION

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Gulf States Renewable Energy Industries Association
400 Poydras Street, Suite 900, New Orleans, Louisiana 70130

Enclosures: Petition for Leave to Intervene Out of Time; Initial Comments on Proposed Changes to the IRP Rules; Certificate of Service
cc: Mr. Byron Minor (bminor@nola.gov)

BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER ESTABLISHING RULEMAKING TO CONSIDER REVISING THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES	)	**DOCKET NO. UD-26-01**

PETITION OF THE GULF STATES RENEWABLE ENERGY INDUSTRIES ASSOCIATION FOR LEAVE TO INTERVENE OUT OF TIME

NOW INTO the record of Docket No. UD-26-01 comes the Gulf States Renewable Energy Industries Association ("GSREIA" or "Petitioner"), through its designated representatives, which respectfully petitions the Council of the City of New Orleans (the "Council"), pursuant to the Council's rules governing intervention in utility proceedings, including Sections 158-236, 158-240, 158-286 through 158-288, 158-322, and 158-324 of the Code of the City of New Orleans, for leave to intervene *out of time* in the above-captioned proceeding. In support of this Petition, GSREIA respectfully represents as follows:

I. IDENTITY OF PETITIONER AND DESIGNATED REPRESENTATIVES

1. GSREIA is a regional trade association representing the renewable energy, energy storage, and distributed energy resource industry across the Gulf States region, including companies that develop, finance, manufacture, install, and operate distributed energy resources within the service territory of Entergy New Orleans, LLC ("ENO"). GSREIA's principal office is located at 400 Poydras Street, Suite 900, New Orleans, Louisiana 70130.

2. Pursuant to Section 158-30 of the Code of the City of New Orleans, GSREIA designates the following as its representatives for purposes of this proceeding, upon whom all notices, orders, and other communications should be served:

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II. THE PROCEEDING

3. By Resolution R-26-220, the Council established Docket No. UD-26-01 and commenced a rulemaking proceeding to review and update the Council's Integrated Resource Plan ("IRP") Rules applicable to ENO. As reflected in the Council's docket materials, the

purpose of the proceeding is to modernize how distributed energy resources ("DERs"), including battery storage, rooftop solar, demand response, and other distributed technologies, are evaluated in future utility resource planning and demand-side management ("DSM") analyses, including both the DSM Potential Study and the IRP analysis.

III. INTEREST OF PETITIONER

4. GSREIA and its members have a direct, substantial, and legally cognizable interest in the outcome of this proceeding. The manner in which DERs are valued, modeled, and incorporated into the DSM Potential Study and the IRP analysis directly affects the market for, and the deployment of, the distributed energy and storage technologies that GSREIA's members develop, finance, and install within ENO's service territory. The rules adopted in this docket will shape the treatment of these resources in ENO's resource planning for years to come and will have a corresponding effect on the business interests of GSREIA's members and on the customers they serve.

5. GSREIA's interest in the fair and accurate valuation of DERs is not adequately represented by the existing parties to this proceeding. As the regional voice of the renewable energy and storage industry, GSREIA offers a distinct, technically informed perspective on the capabilities and value of distributed resources that is not fully advanced by ENO, the Council's Advisors, or the other parties currently of record. GSREIA's participation will assist the Council in developing a complete record and will promote the maximum public disclosure of information relevant to the proceeding.

IV. GOOD CAUSE FOR LEAVE TO INTERVENE OUT OF TIME

6. GSREIA recognizes that the deadline to file a motion to intervene in this docket was June 5, 2026, and that this Petition is therefore filed out of time. GSREIA respectfully submits that good cause exists to permit its intervention notwithstanding the passage of that deadline. Interested member companies of GSREIA only recently alerted the Association to their interest in this filing and to the significance of this rulemaking to their regulatory priorities. GSREIA has acted promptly in seeking leave to intervene based on that member outreach.

7. Granting this Petition will not delay, disrupt, or prejudice this proceeding or the rights of any existing party. The procedural schedule established by Resolution R-26-220 remains ongoing, with comments on proposed changes due July 17, 2026, reply comments due July 31, 2026, and certification of the record scheduled for August 7, 2026. GSREIA accepts the record and the procedural schedule as they presently stand, does not seek to reopen any expired deadline, and does not request any modification, extension, or deferral of the schedule.

8. To underscore that its participation will impose no burden or delay, GSREIA submits its Initial Comments on the proposed changes to the IRP Rules contemporaneously with this Petition, within the July 17, 2026 comment period, and requests only that those Comments be received and considered upon its admission as a party. GSREIA seeks to participate in the remaining phases of this proceeding within the existing schedule, including by submitting reply comments. Because GSREIA's participation will further the Council's

objective of a thorough and well-informed rulemaking without disrupting the schedule, the interests of justice and sound public policy favor granting leave to intervene.

V. POSITION OF PETITIONER

9. GSREIA supports revisions to the IRP Rules that ensure distributed energy resources are fully, fairly, and accurately valued within both the DSM Potential Study and the IRP analysis, as set forth in GSREIA's Initial Comments filed herewith. GSREIA reserves the right to address the specific language changes proposed by the parties and the Advisors in reply comments.

VI. FILING FEE

10. GSREIA respectfully requests that any applicable filing fee associated with this intervention be waived pursuant to Council Resolution R-16-365.

PRAYER FOR RELIEF

WHEREFORE, the Gulf States Renewable Energy Industries Association respectfully prays that the Council of the City of New Orleans **GRANT** this Petition for Leave to Intervene Out of Time; recognize GSREIA as a party of record in Docket No. UD-26-01 with full rights of participation, including the right to submit comments and reply comments; receive and consider GSREIA's Initial Comments filed herewith; and grant such other and further relief as the Council deems just and proper.

Respectfully submitted,

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BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER ESTABLISHING RULEMAKING TO CONSIDER REVISING THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES	)	**DOCKET NO. UD-26-01**

INITIAL COMMENTS OF THE GULF STATES RENEWABLE ENERGY INDUSTRIES ASSOCIATION ON PROPOSED CHANGES TO THE INTEGRATED RESOURCE PLAN RULES WITH RESPECT TO DISTRIBUTED ENERGY RESOURCES

The Gulf States Renewable Energy Industries Association ("GSREIA") respectfully submits these Initial Comments on the proposed changes to the Council's Integrated Resource Plan ("IRP") Rules with respect to how distributed energy resources ("DERs") are included in both the Demand-Side Management ("DSM") Potential Study and the IRP analysis. GSREIA submits these Comments contemporaneously with its Petition for Leave to Intervene Out of Time and respectfully requests that they be received and considered upon the Council's admission of GSREIA as a party to this proceeding, consistent with the July 17, 2026 comment deadline established by Resolution R-26-220. GSREIA reserves the right to address specific proposed language in reply comments.

I. INTRODUCTION AND SUMMARY

The stated purpose of this rulemaking is to modernize how DERs, such as battery storage, rooftop solar, demand response, and other distributed technologies, are evaluated in future utility resource planning and demand-side management analyses. GSREIA strongly supports that objective. The IRP Rules originally adopted in 2017 (Resolutions R-17-332 and R-17-429) established a strong planning foundation, but the commercialization of energy storage, virtual power plants ("VPPs"), advanced demand response, and other grid-edge technologies has outpaced the manner in which those resources are currently treated. Today, many DERs are evaluated as supplemental programs rather than as planning resources capable of deferring or replacing conventional utility investments.

GSREIA's central recommendation is straightforward: DERs should be evaluated as full planning resources, on a technology-neutral basis, in both the DSM Potential Study and the IRP analysis. This is not merely a modeling refinement. It carries direct regulatory and market consequences for the renewable energy industry and, more importantly, for the New Orleans customers that industry serves. When DERs are fairly valued, private capital flows to the resources and locations that deliver the greatest system benefit, competition disciplines cost, and customers realize savings, greater choice, and improved resilience.

II. INTEREST OF GSREIA, ITS MEMBERS, AND THE CUSTOMERS THEY SERVE

GSREIA is the regional trade association for the renewable energy, storage, and DER industry across Louisiana, Mississippi, and Alabama. Its members develop, finance, manufacture, install, and operate the distributed technologies, rooftop and community solar, battery storage, demand flexibility, and aggregated resources, directly at issue in this proceeding. The manner in which these resources are counted in the DSM Potential Study and the IRP analysis determines both the size of the addressable market for GSREIA's members and the degree to which ENO's customers can access the cost, choice, and resilience benefits that DERs provide. GSREIA's interest is therefore inseparable from the interest of the customers who ultimately pay for, and benefit from, the resource decisions that flow from the IRP.

III. THE DSM POTENTIAL STUDY SHOULD FULLY CAPTURE DER CAPABILITY

The DSM Potential Study is the analytical gateway through which demand-side and distributed resources enter the IRP. If the potential study understates what DERs can achieve, the IRP will systematically under-procure them, regardless of their cost-effectiveness. GSREIA respectfully recommends that the Rules require the DSM Potential Study to:

- assess the technical, economic, and achievable potential of the full range of DERs, including battery storage, demand flexibility, managed electric-vehicle charging, smart thermostats and water heaters, and aggregated VPPs, rather than treating them as supplemental programs;
- use realistic, current technology-cost and performance assumptions that reflect commercially deployed products; and
- evaluate DERs under multiple adoption and program-design scenarios so that the Council can see the full range of achievable savings.

Regulatory and market impact: A potential study that fully captures DER capability expands the addressable market for member companies and, at the same time, surfaces avoided-cost savings that lower bills for customers. An artificially narrow study forecloses both outcomes before the IRP analysis even begins.

IV. THE IRP ANALYSIS SHOULD EVALUATE DERs AS PLANNING RESOURCES ON A TECHNOLOGY-NEUTRAL BASIS

Once DER potential is properly characterized, the IRP analysis should evaluate those resources on equal footing with conventional supply-side options. GSREIA recommends that the Rules direct ENO to:

- **Apply resource neutrality.** Every resource, utility-owned generation, third-party and customer-owned DERs, storage, and demand-side resources, should compete under identical reliability assumptions and production-cost modeling. Technology-neutral evaluation is the single most consequential change the Council can make, because it removes the structural preference for conventional investment that raises costs for customers and narrows the market for renewable providers.
- **Recognize DERs as capacity resources.** Battery aggregation, VPPs, demand flexibility, and managed charging should be modeled as capacity resources capable of

replacing conventional generation under appropriate performance assumptions, not merely as energy-savings programs.

- **Evaluate storage across durations.** Storage should be modeled across a range of durations and operational strategies and allowed to compete directly against conventional peaking resources.
- **Screen for non-wires alternatives.** Before conventional distribution or transmission investments proceed, the analysis should test whether distributed resources could defer or avoid the investment.
- **Capture locational and avoided-cost value.** The analysis should reflect that a DER's value depends on where it is sited, using hosting-capacity and locational avoided-cost information so investment targets the highest-value locations, and should employ a comprehensive avoided-cost framework spanning avoided generation, transmission, distribution, capacity, reserves, fuel, and resilience.
- **Ensure modeling transparency.** Key assumptions, technology and fuel costs, load and DER-performance forecasts, and optimization constraints, should be disclosed so that parties can meaningfully evaluate and reproduce the results.

Regulatory and market impact: Each of these changes converts DERs from a peripheral program into a resource that competes for, and wins, a share of ENO's future portfolio wherever it is cost-effective. For the renewable energy industry, that means a fair opportunity to compete and invest. For customers, it means a lower reasonable-cost portfolio, more choice over how they meet their energy needs, and a more resilient grid.

V. CONCLUSION

GSREIA respectfully urges the Council to adopt IRP Rule revisions that (1) require the DSM Potential Study to fully capture DER capability and (2) require the IRP analysis to evaluate DERs as capacity and grid resources on a technology-neutral basis, using locational and comprehensive avoided-cost valuation and transparent modeling. These changes directly serve the purpose of this docket, modernizing how DERs are evaluated in future utility planning and demand-side management analyses, and will benefit both the renewable energy industry and the New Orleans customers it serves through greater competition, lower costs, expanded choice, and improved resilience. GSREIA appreciates the opportunity to participate and reserves the right to address specific proposed language in reply comments.

Respectfully submitted,

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BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS

DOCKET NO. UD-26-01

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petition of the Gulf States Renewable Energy Industries Association for Leave to Intervene Out of Time and the Initial Comments of the Gulf States Renewable Energy Industries Association on Proposed Changes to the IRP Rules have, on this 16th day of July, 2026, been filed with the Clerk of Council of the City of New Orleans and served upon Mr. Byron Minor (bminor@nola.gov), and upon all parties on the official service list for Docket No. UD-26-01 (a copy of which is attached hereto), by electronic mail.

Stephen Wright, JD
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DOCKET NO. UD-26-01

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Alliance for Affordable Energy

Logan A. Burke, logan@all4energy.org
Jesse S. George, jesse@all4energy.org
Alyx Darensbourg, regulatory@all4energy.org
4505 S. Claiborne Ave.
New Orleans, LA 70115
Tel: (504) 208-9761

Together New Orleans

Broderick Bagert, (225) 803-5876, broderick@togetherla.org
Nathalie Jordi, (504) 715-1742, nathalie@togetherla.org

Air Products and Chemicals, Inc.

Carrie R. Tournillon, carrie.tournillon@keanmiller.com
Theresa Phillips, theresa.phillips@keanmiller.com
Kean Miller LLP
900 Poydras Street, Suite 3600
New Orleans, LA 70112

July 20, 2026

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: Docket No. UD-24-02

Dear Ms. Collier,

Finance New Orleans respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Annie Clark
Finance New Orleans

Finance New Orleans supports the expansion of distributed energy resources and battery storage as critical tools to strengthen community resilience, reduce energy burden, improve grid reliability, and protect residents and businesses during outages and extreme weather events. As the City's green financing institution, FNO cares deeply about the success of the proposed VPP program because it has the potential to expand resilience infrastructure across New Orleans at meaningful scale. The question before the Council is not whether battery storage creates value, but whether the program is structured to achieve meaningful deployment and long-term success. The ultimate measure of success should be whether the program delivers meaningful resilience and grid benefits at a scale that justifies public investment. Achieving those outcomes will require a framework that enables participation, attracts investment, and supports sustained deployment across the city.

Financeability Matters

From a financing perspective, the most important question before the Council is whether this program creates projects that can actually attract capital.

A fundamental principle of project finance is simple: lenders finance predictable cash flow. While both ENO's and TNO's proposals recognize the importance of upfront incentives and ongoing performance payments, the critical issue is whether those incentives are sufficient to close affordability gaps and create projects that are attractive to customers, lenders, and investors.

From a project finance perspective, upfront capital is the most catalytic dollar available to this program. Unlike ongoing incentive payments (which the Council has expressly reserved the right to evaluate and adjust based on program performance), upfront incentives carry no duration or regulatory reopener risk once disbursed, making them more readily bankable and more valuable, dollar for dollar, to lenders and investors evaluating a project. Upfront incentives also do the most work in shrinking a project's remaining funding gap to a size that complementary capital sources (including gap financing, credit enhancement, and other tools discussed below) can realistically close. A program that prioritizes durable, well-sized upfront support will convert more marginal projects into financeable ones, particularly for commercial and resilience-facility installations where the remaining funding gap is currently the primary barrier to deployment.

For commercial and community-serving facilities, project economics matter. If upfront costs remain too high or payback periods extend beyond a practical investment horizon, participation and deployment will be limited regardless of the benefits battery storage can provide.

The analysis submitted by Together New Orleans raises an important concern. Under ENO's proposed structure, many commercial projects would still face funding gaps exceeding $50,000 per site and projected payback periods of more than 30 years—economics that are unlikely to support financing or deployment at scale.

Rather than focusing on any particular incentive amount, the Council should focus on whether the program creates projects that can realistically attract investment and achieve meaningful participation. Incentives and compensation should be calibrated to produce projects that can be

deployed, financed, and sustained over time while delivering the resilience and grid benefits the Council seeks to achieve.

For Finance New Orleans, this is ultimately a resilience and deployment question. If the economics do not work for businesses, nonprofits, schools, health centers, and other community-serving facilities, the City will struggle to build the network of distributed resilience assets needed to deliver meaningful community and grid benefits. The goal should be a program structure that supports deployment at scale and creates a sustainable market for resilience investment across New Orleans.

Align Compensation with System Value

FNO also encourages the Council to consider whether the proposed compensation structure appropriately rewards the value provided to the grid. As TNO notes, annual compensation caps may limit incentives for larger projects even when they deliver substantially greater dispatchable capacity and resilience benefits. To support efficient deployment, compensation should reflect both performance and the value delivered to the grid. FNO therefore supports consideration of performance-based compensation structures and reevaluation of commercial annual caps that may unintentionally discourage larger, high-impact installations.

Prioritize Commercial Resilience Facilities

Finance New Orleans believes that community-serving resilience facilities deserve particular attention because they provide benefits that extend well beyond any single customer. Facilities such as health centers, pharmacies, cooling centers, shelters, schools, food distribution sites, and community centers can serve as critical resources during emergencies while also providing grid value through participation in a VPP. A single installation can strengthen community resilience, support essential services, and provide benefits that extend well beyond the host facility.

The Council should also ensure that interconnection study and upgrade requirements do not become barriers to participation. Unpredictable interconnection costs can undermine otherwise viable projects and prevent deployment at facilities that provide significant public value during emergencies. Experience from Connecticut's distributed energy and resilience programs demonstrates that interconnection costs can become a significant obstacle to deployment, particularly for nonprofit and community-serving institutions.

Adaptive Program Management

Finally, Finance New Orleans believes the program should be designed to adapt as the market develops.

The Council has already established participation benchmarks, deployment targets, and reporting requirements. Periodic reviews should be used to recalibrate incentive levels, compensation structures, and customer-segment allocations based on actual program performance.

No stakeholder can perfectly predict customer adoption or market response. If participation falls short of expectations—or if demand exceeds expectations in certain customer segments—the Council should have the flexibility to adjust program parameters to improve deployment and ensure public resources achieve their intended resilience outcomes.

Successful clean energy financing programs are rarely static. Experience from Connecticut Green Bank-supported deployments underscores the importance of regularly evaluating program performance and recalibrating incentives when market participation does not align with original assumptions. Building this flexibility into the program from the outset will increase the likelihood that New Orleans achieves its long-term resilience, equity, and deployment objectives.

Conclusion

As the City's green financing institution, Finance New Orleans is prepared to support this program with more than comment. FNO is exploring complementary financing tools (including gap financing and credit enhancement products) that could help close remaining affordability gaps for commercial and community-serving projects, regardless of where the Council ultimately sets incentive levels. The more the incentive structure narrows this gap upfront, the more effectively FNO's tools can close what remains, converting marginal projects into ones that can attract private capital at scale. FNO welcomes the opportunity to work with the Council, ENO, and other stakeholders to identify how these tools might be deployed alongside the DER Program to help New Orleans achieve deployment at scale.

Finance New Orleans encourages the Council to adopt a VPP framework that:

- Creates predictable revenue streams that support project financing;
- Calibrates incentives and compensation to support financeable projects and sustained deployment;
- Aligns compensation with actual system value and delivered performance;
- Supports efficient commercial-scale and community-serving installations;
- Prioritizes resilience facilities that provide critical services during outages;
- Addresses interconnection barriers that could impede deployment; and
- Maintains flexibility to recalibrate program design based on actual performance.

New Orleans has an opportunity to create more than a battery incentive program. It can establish a scalable resilience platform that strengthens neighborhoods, supports critical community institutions, improves grid reliability, and delivers lasting benefits to residents and businesses. Finance New Orleans encourages the Council to adopt a framework that maximizes resilience, supports deployment at scale, and creates the foundation for continued investment in distributed energy resources across the city.

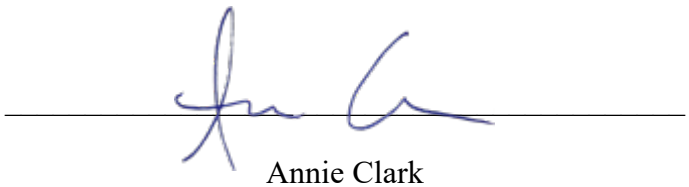
Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this July 20, 2026, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.



Annie Clark
Finance New Orleans

CITY OF NEW ORLEANS

Deputy Jeffrey Schwartz
Office of Economic Development

July 10, 2026

Aisha Collier
Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Subrecipient Agreement with Community Foundation Realty, Inc.

Madame Clerk,

Please find attached a proposed agreement between the City of New Orleans and Community Foundation Realty, Inc. and a completed contract summary form. Pursuant to Rule 57.4, we respectfully request expedited consideration of this agreement, as it must be executed by the end of July or else risk delays to the project.

Respectfully submitted,

Jeffrey Schwartz
Deputy Mayor
Economic Development
jeschwartz@nola.gov

cc: Justyn Hawkins, City Council Chief of Staff
Ashley Becnel, City Council Executive Counsel
Liz Brusseau, Deputy Director for City Council Relations

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Economic Development

Name of Contact Person: Courtney Stuckwisch Wong

Telephone Number: 504-300-2759

Email Address: castuckwisch@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Construct an Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on new energy, manufacturing, and related industries
2. **The parties involved:** City of New Orleans and Community Foundation Realty, Inc.
3. **The obligations, expectations, and deliverables of the parties involved:** Community Foundation Realty Inc. will cause to be constructed an energy incubator and the City of New Orleans will provide $2,750,000.00 in federal grant funds (CDBG-DR).
4. **The duration of the contract:** 4 years (ending on September 30, 2030)
5. **The cost and any fiscal implications of the contract for the City:** $2,750,000.00 in CDBG-DR federal grant funds
6. **Describe disadvantaged business enterprise (DBE) participation:** DBE participation is not required due to the use of federal funds. The subrecipient has the right to enter a contract with a small business firm pursuant to 37 CFR Part 401.

Reference: Council Rule 57 & City Code Section 70-10

Calendar No. (Rev)
(Exp)

Name Courtney Stuckwisch Wong Ext.4075
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A motion authorizing the City of New Orleans to enter a Subrecipient Agreement with Community Foundation Realty, Inc.(K26-490; BRASS #8801) to construct an Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on new energy, manufacturing, and related industries.

1. _____
Department Head
2. Melissa Quigley
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
COMMUNITY FOUNDATION REALTY, INC.
FOR
RESILIENT COMMUNITIES INFRASTRUCTURE PROGRAM: ENERGY INCUBATION (RCIP Project No.: 36LDRC7801)

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the "**City**"), and Community Foundation Realty, Inc., represented by Chris J. Meyer, President ("**CFR**" or "**Subrecipient**"). The City and CFR may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective upon execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, CFR, a supporting organization of the Baton Rouge Area Foundation, is an active Louisiana not-for-profit corporation registered with the Louisiana Secretary of State and exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States internal revenue law (the "Code"), as an organization described in Code section 501(c)(3), and a publicly supported organization described in Code section 509(a)(3), contributions to which are deductible under Code section 170(c)(2), that provides the ability to quickly engage necessary employees, consultants, contractors, and stakeholders with a mission of acquiring, developing, constructing, managing real estate assets necessary to redevelopment of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, CFR has a principal address located at 451 Florida Street, Suite LL 100, Baton Rouge, LA 70801; and

WHEREAS, CFR exists and operates as a non-profit corporation and a wholly owned subsidiary of The Baton Rouge Area Foundation with a mission which includes the redevelopment of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, CFR has the organizational capacity to carry out the development of real estate and economic development projects including urban redevelopment, renewal, rehabilitation, community revitalization, housing and commercial development, conservation, and urban beautification; and

WHEREAS, CFR, through and with its affiliates, is charged with the development and construction of an advanced manufacturing and industrial innovation hub supporting critical

technology startups to be located on the site of the former Naval Support Activity ("**NSA**") East Bank complex on Dauphine Street in New Orleans to foster the development of businesses creating innovative solutions in applied technology focused on industrial power, carbon management, maritime technologies and related industries ("**Energy Innovation Incubator**"), and, in furtherance thereof, may enter into partnerships, joint ventures, and other collaborative arrangements, and may structure, finance, lease, sublease, or otherwise make available land, facilities, and improvements as necessary or desirable to design, develop, construct, operate, and sustain the Energy Innovation Incubator on the NSA site; and

WHEREAS, the City was awarded $33,280,853.85 in HUD Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds from the State of Louisiana's Office of Community Development ("**LOCD**") under the Resilient Communities Infrastructure Program ("**RCIP**") providing federal grant assistance for 2020-2021 disasters and has selected CFR as Subrecipient to implement the program as set forth below;

WHEREAS, the City desires to cooperate with the Subrecipient in the implementation of the *Energy Incubation Program* - RCIP Project No. 36LDRC7801 (the "**Project**") to meet recovery and revitalization needs as stated in the authorizing *State of Louisiana Action Plan for the 2020/2021 Disasters*[1] (the "**Action Plan**") and ensuing amendments; and

WHEREAS, the City and CFR, through and with its affiliates, desire to accomplish the valuable public purpose of supporting entrepreneurs in the energy sector in New Orleans through the creation of an incubator to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021; and

WHEREAS, the implementation of the Energy Innovation Incubator outlined in this Agreement meets the Low-to-Moderate Income ("**LMI**") area benefit National Objective by providing benefits to the LMI communities adjacent to the project site; and

WHEREAS, CFR has demonstrated that it has the experience and expertise to conduct the activities described in this Agreement; and

NOW THEREFORE, the City and CFR, each having the authority to do so, agree as follows:

[The rest of this page is intentionally left blank]

[The General Award Information Article follows on the next page.]

[1] *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana*, submitted to HUD by LA OCD on May 6, 2022. Accessed at: https://www.restore.la.gov/action-plan.

ARTICLE I – GENERAL AWARD INFORMATION

The subaward from the City to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Article I of this Agreement and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the Federal award and the following award information.

Federal Award Identification Number (FAIN): B-21-DF-22-0001/2021, B-21-DF-0002/2021. LOCD CDBG-DR RCIP Project Number 36LDRC7801.

CFDA Number and Name:

Federal award project description: CFR will construct or cause to be constructed the Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on industrial power, carbon management, maritime technologies, and related industries. CDBG-DR funds will only be used for furniture, fixtures, and equipment (FF&E)-related costs, including installation and calibration.

Is this award for research and development?	No
Subrecipient's unique entity identifier:	M5RZF3M4MBL5
Subrecipient's employer identification number:	20-4265927
Total Amount of the Federal Award	$3,000,000.00
Committed to the Subrecipient by the Grantee:	$2,750,000.00
Amount of Federal funds obligated by this Agreement:	$2,750,000.00
Total Amount of Federal Funds	$3,000,000.00
Obligated to the Subrecipient:	$2,750,000.00

Contact information:

Grantee:

City of New Orleans
Helena Moreno, Mayor
1300 Perdido Street
New Orleans, LA 70112

Subrecipient:

Community Foundation Realty, Inc.
Chris J. Meyer, President
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801

ARTICLE II - CFR'S OBLIGATIONS

A. ***Administration.*** CFR will support the City as a subrecipient in the implementation of the Energy Incubation Project, which seeks to foster the development of businesses creating innovative solutions in applied technology for the energy industry and related industries.

CFR's primary responsibilities in the development of the Energy Innovation Incubator include:

1. Ensure the construction, completion, and occupancy of the Energy Innovation Incubator on the NSA site;

2. Ensure that the CDBG-DR funding provided under this agreement is expended on the purchase, installation, and calibration of Furniture, Fixtures, and Equipment (FF&E), including but not limited to workshop equipment, lab equipment, office furnishings and fixtures, and audio/visual equipment, and related components that are integral to the occupancy, use, safety, and operation of the Energy Innovation Incubator;

B. Obligations. The Subrecipient shall do the following:

1. Deploy the CDBG-DR funding provided under this agreement for the Energy Incubator FF&E in compliance with federal regulations as described within this agreement.

2. Provide the City with required monthly reporting, and ad hoc reporting as requested, to meet the requirements of the grant funding and as required by US HUD and the Louisiana Office of Community Development (LOCD).

3. Maintain project files to fully document procurement, expenditures and program details to reflect project compliance with CDBG-DR.

4. Provide a project close out report documenting the CDBG-DR expenditures, procurement documentation, and any other information as required by US HUD and the Louisiana Office of Community Development.

5. Provide an annual report after the first year of operations of the Energy Innovation Incubator, following 12 months of occupancy documenting any Program Income, as applicable, and any other information as required by US HUD and the Louisiana Office of Community Development. Any determined Program Income will be returned to the City for required disposition, unless otherwise stipulated.

6. Ensure FF&E purchased and the Energy Innovation Incubator continue to meet a national objective throughout the period required by this agreement (See Article 2. Section F. 1.b. "Use and Reversion of Assets" for details).

C. ***Compliance with Federal Regulations, Notices, and Uniform Administrative Requirements.*** The Subrecipient, as well as any of its sub-subrecipients, shall:

1. ***In general.*** Comply with all applicable federal regulations and requirements incorporated therein by reference in the Exhibits, whether specifically discussed herein or not, including but not limited to the authorizing statute and the final rule, as they may be amended. This includes the guidelines as noted in the approved *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana* and ensuing Amendments, as well as the RCIP Policies and Procedures Manual:

Hurricanes Laura/Delta/Ida and May 2021 Severe Storms Recovery Program. Accessed at: https://www.restore.la.gov/resilient-communities-program.

2. ***Uniform Administrative Requirements.*** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR §200 and HUD's Appendix I-2 HUD Compliance Provisions, and CDBG-DR and MIT Rider for eligible Community Development Block Grant activities.

3. ***Procurement.*** Comply with the procurement standards in 2 CFR §200.317 - §200.327 and City requirements when procuring property and services under this Agreement.

4. ***Notices.*** Comply with all applicable Notices and directives promulgated by the Department.

5. ***Award Terms and Conditions.*** Comply with all terms and conditions required by the Award.

6. ***CDBG Equipment Use and Management Policy.*** Comply with all terms and conditions required by the Award in Exhibit F.

D. Reporting.

1. Monthly progress and financial reports shall be due and delivered to the City on or before the 5th of the following month. A template for the monthly progress and financial reports can be found in Exhibits "A" and "B" respectively.

2. A final report to the City at the termination or expiration of this Agreement, detailing the services/deliverables accomplished with the use of funds received in connection with this Agreement, confirming that all funds were used for the intended purpose(s) no later than September 9, 2030, unless extended by both parties.

E. Invoices.

1. The City will provide CFR with a maximum of $ 2,750,000.00 which will be in the form of reimbursement for the performance of services identified in Article II, and in accordance with the approved Budget by the City. Subrecipient must submit invoices on a monthly basis and in accordance with the actual cost incurred by the project contractors (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods and services provided under this Agreement no less than 30 days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable.

2. Each invoice must include, at a minimum, the following:

- ***a.*** Name of Subrecipient
- ***b.*** Date of Invoice
- ***c.*** Invoice Number
- ***d.*** Contract or Purchase Order Number issued by the City (i.e. K#);
- ***e.*** Name of the City Department to be invoiced (i.e. City Civil Service);
- ***f.*** Description of Services completed;

3. Invoices will be processed in accordance with Article V of the Agreement.

4. All Invoices must be signed by an authorized representative of the Subrecipient under penalty of perjury attesting to the validity and accuracy of the invoice.

5. The City may require changes to the invoice form and/or require additional supporting documentation with invoices for continued review and processing. Any additional documentation or form changes will be communicated to the Subrecipient within 15 days after the invoice submittal date. The City shall not unreasonably delay reimbursement.

F. Use and Reversion of Assets

1. The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG-DR regulations, which include but are not limited to the following:

a. Subrecipient shall transfer to the City any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after either the closeout of the individual projects associated with the particular immovable property or the expiration of this Agreement, whichever occurs first (or such longer period as the City deems appropriate). If the City consents to a change of use of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505.If Grantee fails to use such immovable property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire

the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program or

d. (b) retained by Grantee after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If subrecipient is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, subrecipient shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by the City before or during this Agreement. Grantee shall submit the terms of such interest to the City to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/sublessee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

A. The Subrecipient represents and warrants to the City that:

1. The Subrecipient, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. The Subrecipient has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. The Subrecipient is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement.

4. The Subrecipient is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Subrecipient's performance of this Agreement.

5. The Subrecipient has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. The Subrecipient is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations.

7. The Subrecipient has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily.

8. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by the Subrecipient's representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE IV - THE CITY'S OBLIGATIONS

A. ***Management.*** The City will:

1. Manage this Agreement through the Office of Community Development (the "**Department**").

2. Provide CFR with any documents reasonably deemed necessary for CFR's performance of any work required under this Agreement.

3. Provide CDBG-DR funds, on a reimbursable basis, to support the Energy Incubation activities.

ARTICLE V - COMPENSATION

A. ***Maximum Amount Payable.*** The maximum amount payable by the City under this Agreement is two million seven-hundred fifty dollars ($2,750,000.00).

B. Other Costs. The Subrecipient understands and agrees that the compensation shall not include nor be used to support other related costs such as personnel costs, fringe benefits, travel costs, supply costs or indirect costs and shall only be used to support the direct costs of FF&E procurement, installation, and calibration.

C. ***Payment.*** Unless otherwise agreed by the City, payment terms are NET 45 days upon the rendition of the services described under this Agreement and upon the City's receipt of a properly submitted invoice via the City's supplier portal. The City's obligation to pay is contingent upon CFR's submission of a complete and accurate invoice. All compensation owed to CFR under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City. The City is not obligated under any circumstances to pay for any work performed or costs incurred by CFR that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change within the scope of the Agreement unless change is mutually agreed; arise from or relate to the correction of errors or omissions of CFR; or the City is not expressly obligated to pay under this Agreement.

ARTICLE VI – DURATION AND TERMINATION

A. ***Term.*** The term of this Agreement shall begin on the Effective Date and end on September 30, 2030.

B. Extensions. The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least thirty (30) calendar days prior to the termination of the Agreement. Any extension will also require City Council approval subject to Chapter 70, Article I, Section 70-10 of the Home Rule Charter.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Subrecipient written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Cause. Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law, and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. Notice. The City shall promptly notify the Subrecipient, in writing, of its termination and the reasons for the termination, together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Subrecipient, and the Subrecipient shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement and any other applicable state or Federal statutes, regulations, or requirements.

G. Remedies for Non-Compliance. If the Subrecipient fails to comply with federal statutes, regulations, or the terms and conditions of a Federal award, the Department or the City may impose additional conditions, as described in *200.208: Specific Conditions*. If the Department or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under *2 CFR Part 180* and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE VII - MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The Subrecipient agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with *2 CFR § 200.334* and the agreement between LOCD and the City for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will be maintained by the Subrecipient in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development, and implementation of the activities in this Agreement and the expenditure of funds.

B. Monitoring of Records. The Subrecipient acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Subrecipient with the RCIP funds. The Subrecipient hereby acknowledges its responsibility to provide the City, State or HUD, upon reasonable demand, with all records relating to RCIP-funded projects implemented by the Subrecipient and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient with RCIP funds. The aforementioned records will be made available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records will be reviewed by the City no less than annually.

ARTICLE VIII – MONITORING OF SUBRECIPIENT PERFORMANCE

A. Monitoring. The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, *2 CFR 200.330 – 2 CFR 200.332*, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of funds consistent with *2 CFR 200.207*, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under *2 CFR 200.338*.

B. Reporting. The Subrecipient shall submit regular monthly progress and financial reports to the City, and additional reports as requested by the City.

C. Failure to Perform or Breach. If the Subrecipient fails to perform according to the Agreement, breaches the Agreement, or does not comply with Federal Regulations governing the project, the City will notify the Subrecipient. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Subrecipient in default and may pursue any appropriate remedies available under the Agreement and any applicable law. In the event of a default notification, the City will invoice the defaulting Subrecipient for any increase in costs and other damages sustained by the City. Furthermore, the Subrecipient acknowledges its

obligation to repay the City the funds identified with the period of noncompliance. The Subrecipient acknowledges that the repayment amount is not necessarily commensurate with the period of non-compliance, and repayment could be up to the total amount of compensation disbursed.

ARTICLE IX – INDEMNITY

A. ***In general.*** To the fullest extent permitted by law, the Subrecipient will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Subrecipient, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Subrecipient in connection with the performance of work under this Agreement.

B. ***Limitation.*** The Subrecipient's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Subrecipient nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence or willful misconduct.

C. ***Independent Duty.*** The Subrecipient has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Subrecipient is ultimately absolved from liability.

D. ***Expenses.*** Notwithstanding any provision to the contrary, the Subrecipient shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE X – INSURANCE

A. ***In general.*** Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, CFR agrees to have and maintain, or cause to be had or maintained, the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with CFR's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. ***Minimum Requirements.***

1. Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers' Liability Insurance with limits of liability of not less than $1,000,000.00. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

2. Commercial General Liability Insurance including contractual liability insurance,

products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000.00 each occurrence / $2,000,000.00 policy aggregate.

3. Business Automobile Liability Insurance (where applicable), with a combined single limit of liability not less than $500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

4. Crime Insurance (Fidelity Bond) with limits of not less than the maximum monthly Billing/Draw, but a minimum limit of $1,000,000 per single loss. Such policy shall also include a Clients' Property Endorsement for theft of money, securities or other client tangible property that CFR holds or for which CFR is legally liable, resulting from computer fraud and/or dishonest acts committed by employees of CFR or its sub-contractors in the performance of services under the Agreement. Such policy shall also include a loss payment clause in favor of the City of New Orleans.

5. Property Insurance shall be maintained in compliance with all laws, regulations or ordinances affecting such property or properties associated with this agreement for the duration of the agreement. Coverage must be written on an "all risks" replacement cost basis (including flood and named storm) in such amounts as City may require, but in any event, for not less than 100 percent of the full replacement cost value of the property. Such coverage shall name the City of New Orleans as Loss Payee as their interest may appear.

CFR shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

C. Miscellaneous.

1. Liability. The obligations for CFR to procure and maintain, or cause to be procured and maintained, insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve CFR from any liability incurred as a result of their activities/operations in conjunction with CFR's obligations and/or scope of work. CFR shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed CFR's limits of liability that arise from the performance of work under the Contract.

2. Additional Insured Status. CFR and all its subcontractors (where applicable) will provide and maintain, or cause to be provided and maintained, current, a Certificate of Insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" covered on the CGL and AL policies with respect to liability arising out of the performance of this Agreement. Additional Insured status can be provided in the form of an endorsement to CFR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

3. CFR shall require and verify, or cause to be required and verified, that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the sub-contractor liability shall be covered by CFR. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to Office of Community Development, 1340 Poydras St, Suite 1000, New Orleans, LA 70112 with a copy forwarded to Risk Management Division 1300 Perdido Street, 9E06

– City Hall, New Orleans LA 70112. The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers' Compensation/Employers' Liability and Property.

4. Primary Coverage. For any claims, liability, demands and/or suits related to this contract or CFR's performance and furnishing or the work, whether it is performed by CFR, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. The Subrecipient's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City shall be non-contributing to the CFRs coverage. At no time shall the CFR allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of CFR.

5. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, CFR must purchase, or cause to be purchased, "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

6. Waiver of Subrogation. CFR and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

7. Notice of Cancellation. Each insurance policy required above shall not be canceled, allowed to expire, nor altered except without prior notice to the City of no less than thirty (30) days.

8. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by CFR in accordance with the insurance requirements, the City shall notify CFR in writing within thirty (30) days after receipt of the Certificates. CFR shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Notice. Within ten (10) calendar days of the City's request, CFR will provide the following documents to the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CFR): Copies of all policies of insurance, including all policies, forms, and endorsements. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

10. Special Risks or Circumstances. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XI – INTENTIONALLY OMITTED

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, CFR will, and will require each sublessee to (1) not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, take affirmative action to ensure that such entity's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, CFR will not, and will require each sublessee to not, discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with CFR or any sublessee in any of CFR's or such sublessee's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CFR or any sublessee. CFR agrees to, and shall require each sublessee to, comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subleases. CFR will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise, and will require all sublessees to comply with those provisions.

D. Termination for Breach. If CFR or a sublessee fails to comply with the requirements of this Article during the term of this Agreement or a sublease, said failure may result in the City causing CFR to terminate such sublease or to pursue other remedies.

ARTICLE XIII - INDEPENDENT ENTITY

A. Independent Entity Status. The Subrecipient is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or

any of its employees, sub-subrecipients, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Subrecipient as an independent entity defined in *La. R.S. 23:1021(6)*, for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of *La. R.S. 23:1034*, any person employed by the Subrecipient will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Subrecipient, as an independent entity, is being selected by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)* and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Subrecipient, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XIV - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City or CFR at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City nor CFR); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City and/or CFR, provided such event was not caused by the negligence nor misconduct of the City nor CFR, as applicable, by the failure of the City or CFR, as applicable, to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City or CFR, as applicable, must provide notice in writing to the other Party stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City or CFR, as applicable, has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by such Party, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of

time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the other Party must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the suspending Party; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the other Party and without any further compensation due.

2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows, with a copy delivered by electronic mail at the addresses set forth below:

1. To the City:
Director, Office of Community Development
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To CFR:
Community Foundation Realty, Inc.
Chris J. Meyer, President
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Email: cmeyer@braf.org

&

Baton Rouge Area Foundation
Edmund J. Giering IV, General Counsel
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Email: egiering@braf.org

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

1. *Exhibit A: Monthly Progress Report*
2. *Exhibit B: Monthly Financial Report*
3. *Exhibit C: Detailed Budget and Schedule of Work*
4. *Exhibit D: HUD Terms and Conditions*
5. *Exhibit E: Community Development Block Grant Program-Disaster Recovery and Mitigation Rider*
6. *Exhibit F: CDBG Equipment Use and Management Policy*

B. Direct Conflict. If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Exhibits will control except as provided by law.

C. Difference in Standard. If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail unless the Parties mutually agree otherwise.

ARTICLE XII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. Assignment. This Agreement and any part of either Party's interest in it are not assignable nor transferable without the other Party's prior written consent in its sole discretion.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Compliance with the City's Hiring Requirements – Ban the Box.

1. CFR agrees to require all sublessees to comply with the City's hiring requirements contained in *City Code Section 2-8(d)* and *2-13(a)-(f)*. CFR will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise. Prior to executing any sublease, such sublessee must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of such sublease, or to provide sufficient written reasons for deviation, shall constitute a material breach of such sublease. Upon learning of any such breach, the City will provide CFR and such

sublessee notice of noncompliance and allow such sublessee thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, such sublessee remains noncompliant, the City may move to cause CFR to void such sublease or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by *City Code Sections 2-8(d)* or *(g)*. Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect.

4. CFR will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or CFR on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with *Section 2-8.1 of the Municipal Code* entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, CFR shall reimburse the City or disgorge anything of value or economic benefit received from the City if CFR fails to meet its contractual obligations.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – Monthly Progress Report, Exhibit B – Financial Report, Exhibit C – Detailed Budget and Schedule of Work, Exhibit D – HUD Compliance Provisions, Exhibit E – Community Development Block Grant Program-Disaster Recovery and Mitigation Rider, Exhibit F: CDBG Equipment Use & Management Policy.

H. Jurisdiction. CFR consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of CFR.

I. Limitations of Obligations. Neither CFR nor the City has any obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

J. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

K. Non-Solicitation Statement. CFR has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CFR has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this

Agreement.

L. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of CFR, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to CFR pursuant to this Agreement without regard to CFR's otherwise satisfactory performance of the Agreement.

N. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

O. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

P. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

Q. Special Conditions for Agreements with Subrecipients Using CDBG-DR Funds. The HUD Federal Compliance Provisions and the CDBG-DR Disaster Recovery and Mitigation Rider are attached as Exhibits "D" and "E," respectively, to this Agreement and are expressly incorporated in this Agreement.

R. Survival of Certain Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions relating to the designation of a representative for this Agreement, invoices, payment, indemnification, insurance, CFR's sale rights, non-discrimination, choice of law, cost recovery, jurisdiction, prohibition of financial interest in agreement, prohibition on political activity, records retention, inspections, audits, ownership, and remedies in this Agreement shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect until the end of the term of the Lease.

S. Terms Binding. The terms and conditions of this Agreement are binding on any heirs,

successors, transferees, and assigns.

ARTICLE XVIII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and CFR, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

HELENA MORENO, MAYOR

Executed on this _____ of _____, 2026.

CITY COUNCIL OF NEW ORLEANS

BY: _____

CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:

LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

COMMUNITY FOUNDATION REALTY, INC.

BY: _____

CHRIS J. MEYER, PRESIDENT

Signed on this _____ of _____, 2026.

EXHIBIT "A"

Progress Report for the Period of _____ to _____

(To be submitted monthly showing progress achieved. Duplicate pages as needed.)

Contact Name: _____

Telephone: (____)_____ Fax :(____)_____

Goal:	
Objective(s):	
Activity (Activities) Performed:	
Performance Measure(s):	**%, $ amt. or number complete**

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

COMMUNITY FOUNDATION REALTY, INC.

BY: _____
CHRIS J. MEYER, PRESIDENT

_____
DATE

EXHIBIT "B"

Cost Report for the Period of _____to_____

Expense Category	Total Cumulative CDBG-DR Expenditures	Balance Remaining
Energy Innovation Incubator Furniture, Fixtures, Equipment and Related Expenses		
Totals	**$**	**$**

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

COMMUNITY FOUNDATION REALTY, INC.

BY: _____
CHRIS J. MEYER, PRESIDENT

DATE _____

EXHIBIT "C"

DETAILED BUDGET AND SCHEDULE OF WORK

RCIP Project No. 36LDRC7801

PROGRAM BUDGET

CDBG-DR FUNDS – TOTAL BUDGET

Source of Funds	**Cost Category**		
General Equipment	Shared WorkShop Infrastructure		
	Shared WorkShop Innovation Equipment		
	Lab Infrastructure		
	Lab Innovation Equipment		
	Building Appliances		
	Workspace Furnishings and Fixtures		
Technology Equipment	Workspace Technology Equipment, AV & Security		
Exhibition and Media	Innovation Exhibition and Signage		
CONTINGENCY	Equipment Contingency		
Facility Energy Resilience/Emergency Power	Emergency Power		
Engineering and Execution	Engineering, Design & Specification		
	Delivery, Installation, Calibration & Programming		
Subrecipient Total		**$2,750,000.00**	**DIRECT PROJECT COSTS**
CDBG-DR (PARISH)	Grant Management	$200,000.00	Activity Delivery Costs
CDBG-DR (PARISH	Environmental Review	$50,000.00	Activity Delivery Costs
Total CDBG-DR Budget		**$3,000,000.00**	

Key: DPC = Direct Project Cost; ADC = Activity Delivery Cost

NOTE: Line items may be shifted with notification and City approval without need to Amend the agreement as long as the total budget is not exceeded.

SCHEDULE OF WORK

Anticipated Project Schedule

City of New Orleans

Energy Incubation - 7801

MILESTONE	TASK	PROPOSED START	ESTIMATED DURATION (DAYS)	PROPOSED END
Subrecipient Agreement				
	Finalize Subrecipient Agreement	6/1/2026	30	7/1/2026
	Environmental Clearance of Project Funds	3/1/2026	120	6/29/2026
	Execution of Subrecipient Agreement	7/1/2026	30	7/31/2026
Incubator Project Implementation		8/1/2026	500	12/14/2027
	Equipment Procurement & Installation	8/1/2026	365	8/1/2027
Project closeout		8/1/2027	90	10/30/2027
	Contract Closeout	8/1/2027	90	10/30/2027

EXHIBIT "D"
HUD COMPLIANCE PROVISIONS
FOR
SUB-RECIPIENT
AGREEMENTS AND PROFESSIONAL SERVICES CONTRACTS

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(applicable to contracts and subcontracts exceeding $10,000)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**
(applicable to contracts and subcontracts exceeding $10,000)

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Sub-recipient, or any sub-recipient, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Sub-recipient is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Sub-recipients must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Sub-recipient or Sub-recipient participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Sub-recipients or sub-recipients toward a goal in an approved Plan does not excuse any covered Sub-recipient's or sub-recipient's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Sub-recipient shall implement the specific affirmative action standards provided In paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Sub-recipient should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Sub-recipients performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Sub-

recipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Sub-recipient has a collective bargaining agreement, to refer either minorities or women shall excuse the Sub-recipient's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Sub-recipient during the training period, and the Sub-recipient must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Sub-recipient shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Sub-recipient's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Sub-recipient shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Sub-recipient's employees are assigned to work. The Sub-recipient, where possible, will assign two or more women to each construction project. The Sub-recipient shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Sub-recipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Sub-recipient or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Sub-recipient by the union or, if referred, not employed by the Sub-recipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Sub-recipient may have taken.

(4) Provide immediate written notification to the Director when the union or

unions with which the Sub-recipient has a collective bargaining agreement have not referred to the Sub-recipient a minority person or woman sent by the Sub-recipient, or when the Sub-recipient has other information that the union referral process has impeded the Sub-recipient's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Sub-recipient's employment needs, especially those programs funded or approved by the Department of Labor. The Sub-recipient shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the Sub-recipient's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Sub-recipient in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Sub-recipient's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Sub-recipient's EEO policy with other Sub-recipients and Sub-recipients with whom the Sub-recipient does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Sub-recipient's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Sub-recipient shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Sub-recipient's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Sub-recipient's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Sub-recipients and suppliers, including circulation of solicitation to minority and female Sub-recipient associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Sub-recipient's EEO policies and affirmative action obligations.

H. Sub-recipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Sub-recipient association, joint Sub-recipient-union, Sub-recipient-community, or other similar group of which the Sub-recipient is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Sub-recipient actively participates in the group, makes every

effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Sub-recipient's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Sub-recipient. The obligation shall not be a defense for the Sub-recipient's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Sub-recipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Sub-recipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Sub-recipient has achieved its goals for women generally, the Sub-recipient may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Sub-recipient shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Sub-recipient shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

L. The Sub-recipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

M. The Sub-recipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Sub-recipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.

N. The Sub-recipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Sub-

recipients shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Sub-recipient's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Sub-recipient's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Sub-recipient performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Sub-recipient also is subject to the goals for both its federally involved and non-federally involved construction. The Sub-recipient's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Sub-recipient shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Sub-recipient to Sub-recipient or from project to project for the sole purpose of meeting the Sub-recipient's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

C. The Sub-recipient shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-recipient; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NON-SEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding $10,000)

By the submission of this bid, the bidder, offeror, applicant or Sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLMENT ACT OF 1974**
The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination

on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (applicable to projects with more than $200,000 in funding from housing and community development financial assistance programs, or more than $100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. ***Employment and Training***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

B. ***Contracting***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

C. **Contract Provisions**

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. **AGE DISCRIMINATION ACT OF 1975**

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

12. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS**

AND ACCIDENT PREVENTION

A. **Lead-Based Paint Hazards**

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Sub-recipient and sub-recipients shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. **Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Sub-recipient shall observe all local, state and federal laws in purchasing and handling explosives. The Sub-recipient shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Sub-recipient shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Sub-recipient or his Surety for damages that may be caused by such use.

C. **Danger Signals and Safety Devices (Modify as Required)**

The Sub-recipient shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Sub-recipient fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Sub-recipient. Such action by the Owner does not relieve the Sub-recipient of any liability incurred under these specifications or contract.

13. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as

amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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.

B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Sub-recipients shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.

C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

A. The Sub-recipient shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.

C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Sub-recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Sub-recipient shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract 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 contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF SUB-RECIPIENT

The Sub-recipient covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Contract are confidential, and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Sub-recipient certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Sub-recipient shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Sub-recipient and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Sub-recipient and its sub-recipients at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Sub-recipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every

additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Sub-recipient, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Sub-recipient shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Sub-recipient does not make payments to a trustee or other third person, the Sub-recipient may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Sub-recipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Sub-recipient to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sub-recipient under this contract or any other Federal contract with the same prime Sub-recipient, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Sub-recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Sub-recipient or any contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Sub-recipient, disburse such amounts withheld for and on account of the Sub-recipient or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records**. Payrolls and basic records relating thereto shall be maintained by the Sub-recipient during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the Sub-recipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Sub-recipients employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Sub-recipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Sub-recipient will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Sub-recipient is responsible for the submission of copies of payrolls by all sub-recipients. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Sub-recipient or Sub-recipient or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Sub-recipient or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Sub-recipient or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Sub-recipient or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Sub-recipient as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Sub-recipient is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-recipient's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of

Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Sub-recipient will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Sub-recipient will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Sub-recipient shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The Sub-recipient or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for the compliance by any Sub-recipient or lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Sub-recipient and a Sub-recipient as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Sub-recipient (or any of its sub-recipients) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Sub-recipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sub-recipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Sub-recipient or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Sub-recipient or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Sub-recipient and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such Sub-recipient and Sub-

recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Sub-recipient such sums as may be determined to be necessary to satisfy any liabilities of such Sub-recipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Sub-recipient or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any Sub-recipient or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Sub-recipient shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Sub-recipient shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each sub-recipient. The Sub-recipient shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 if the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.
(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds $10,000, the value of the quantity acquired by the preceding fiscal year exceeds $10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery.

(2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts.

(3) The $10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Sub-Recipient shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, "the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance." The Sub-recipient shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

Sub-recipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, Sub-recipient shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Subrecipient must comply with

HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

EXHIBIT E:
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-DR) – DISASTER RECOVERY AND MITIGATION RIDER

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery ("CDBG-DR") or Community Development Block Grant - Mitigation ("CDBG-MIT") Program by and between the City of New Orleans, State of Louisiana, acting herein by Helena Moreno, Mayor, through its Office of Economic Development, hereunto duly authorized, and Community Foundation Realty, Inc. (CFR), organized under the laws of the State of Louisiana, acting herein by Chris J. Meyer, President, hereunto duly authorized; this CDBG-DR Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, upon contract execution, and the terms and provisions outlined herein will be applicable to all contracts and agreements in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:
https://www.hud.gov/hud-partners/community-cdbg-dr/regulations

EXHIBIT E:
COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR PROFESSIONAL SERVICES CONTRACTS

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35. AUTHORIZATION

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)** (Also in Appendix II to 2 CFR 200)
Applicable to contracts and subcontracts above $10,000

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
Applicable to contracts and subcontracts over $10,000

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Also in Appendix II to 2 CFR 200)

A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of

the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
Applicable to contracts and subcontracts over $10,000

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

Applicable to contracts and subcontracts exceeding $100,000

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the

Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
(Applicable to contracts and subcontracts of $10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this

contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate any contract at any time by giving at least ten days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available
thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract 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 contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

27. ANTI-KICKBACK RULES

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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35. ATTESTATION

This Agreement is authorized by the City of New Orleans, Ordinance_____ adopted _____(date), copies of which are attached hereto and made a part hereof.

ATTEST:

City of New Orleans

_____

By: Jeffrey Schwartz
Director,
Office of Community Development

_____

Date:_____

Community Foundation Realty, Inc.

_____

By: Chris J. Meyer
President,
Community Foundation Realty, Inc.

_____

Date:_____

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR Part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Such disclosures are forwarded from tier to tier up to the non-federal award.

J. See § 200.323.

K. See § 200.216.

L. See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

   1) Procure or obtain covered telecommunications equipment or services;

   2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

d) See Public Law 115–232, section 889 for additional information.

e) See also § 200.471.

§ 200.322 Domestic preferences for procurements.

a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3

This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

1. Section 3 of the Housing and Urban Development Act of 1968
The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and

2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

EXHIBIT F:

CDBG-DR EQUIPMENT USE & MANAGEMENT POLICY

This policy is based on Chapter 12, Section 4. Personal Property – Equipment of the *Louisiana Disaster Recovery and Mitigation Grant Implementation Manual,* version 5. Changes or updates to this section of the Implementation Manual shall control and override the policy herein.

1. Title

The title to equipment that subrecipients have acquired with CDBG-DR or CDBG-MIT funds is vested in a subrecipient's organization, subject to the conditions described in Subsection 2 below.

2. Use

Subrecipients must use equipment purchased with CDBG-DR or CDBG-MIT funds, or other forms of federal assistance, primarily for the program or project for which it was originally acquired, as long as the equipment is needed. This requirement applies regardless of whether the program or project continues to receive federal funding.

Subrecipients must also make the equipment available for use in other projects or programs that are currently or were previously supported by federal funds, provided that such use does not interfere with the original project's work or objectives.

Additionally, subrecipients are strictly prohibited from using CDBG-DR or CDBG-MIT acquired equipment to provide services for a fee in a manner that creates unfair competition with private companies offering equivalent services, unless explicitly authorized by federal statute.

With the approval of the City, subrecipients may also use equipment acquired using CDBG-DR or CDBG-MIT funds as a trade-in toward the acquisition of replacement property.

3. Disposition

When subrecipients no longer need original or replacement equipment acquired with CDBG-DR or CDBG-MIT funds for the original project or program or for other activities currently or previously assisted with federal funds, subrecipients must either:

- Transfer the equipment to the City for the CDBG-DR or CDBG-MIT program, or
- Retain the equipment only after compensation to the City (2 CFR 200.313(e). The following rules of disposition will apply to subrecipients:
- Subrecipients may retain, sell, or otherwise dispose of equipment with a current per-unit fair market value of less than $10,000 (for subrecipients awarded after December 26, 2014) or $5,000 (for subrecipients awarded prior to December 26, 2014) *after notice to the City.*
- Subrecipients may retain or sell equipment with a current per-unit fair market value of

$10,000 (for subrecipients awarded after December 26, 2014) or $5,000 (for subrecipients awarded prior to December 26, 2014) or more *after notice to the City*, with the City having the right to compensation in an amount equal to multiplying the current fair market value or the proceeds from the sale by the federal share (percentage) of the original acquisition price of the equipment.

- The City reserves the right to transfer the title of the equipment to a federal agency or a third party to be used in other activities currently or previously supported by the agency (2 CFR 200.313(e)).
- In addition, in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered program income. For additional guidance on program income, see the following:
  - Chapter 5 – Financial Management
  - 24 CFR 570.502(a)(6)
  - 24 CFR 570.504

[END OF AGREEMENT]

AMENDMENT NO. 3 TO THE AGENCY AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

LEADSONLINE, LLC

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), and Leads Online, LLC, represented by Alexander Finley, CEO (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of February 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on February 1, 2022, the City and the Contractor entered into an agency agreement for electronic reporting and criminal investigation software (the "**Agreement**"); and

WHEREAS, on February 1, 2023, the City and the Contractor entered into an amendment to the Agreement to extend the Agreement's term by one (1) year, to increase the Agreement's compensation, and to modify certain terms and conditions ("**First Amendment**"); and

WHEREAS, on February 1, 2024, the City and the Contractor entered into an amendment to the Agreement to extend the Agreement's term by one (1) year, to increase the Agreement's compensation, and to modify certain terms and conditions ("**Second Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement and to increase the Agreement's compensation for continuity of services; and

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension*****.** In accordance with Section (5.2) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through January 31, 2027.

2. ***Compensation*****.** The amount payable under this Amendment is **$158,164.00**. The aggregate maximum amount payable under the Agreement is not to exceed **$957,891.00**.

3. ***Convicted Felon Statement*****.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. ***Non-Solicitation Statement*****.** The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. ***Counterparts.*** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

7. ***Electronic Signature and Delivery.*** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

LEADSONLINE, LLC

BY: _____
ALEXANDER FINLEY, CEO

_____
FEDERAL TAX I.D.

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NOPD

Name of Contact Person: Cyril R. Manego

Telephone Number: (504) 658- 5392

Email Address: cgterry@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Thuis is a professional sevice agreement between the City of New Orleans Police Department (NOPD) and Leads online to provide the City with Sodtware to track stolen property via a nation wide database

2. **The parties involved:** CityofNoandNOPD

3. **The obligations, expectations, and deliverables of the parties involved:** ProvidetheCitywithsoftwareto trackstolenproperty

4. **The duration of the contract:** NA

5. **The cost and any fiscal implications of the contract for the City:** $1,088.088.00

6. **Describe disadvantaged business enterprise (DBE) participation:** Notneeded.

Reference: Council Rule 57 & City Code Section 70-10

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THE STATE OF LOUISIANA

Critical Response Emergency Search Team (CREST)

THIS MEMORANDUM OF UNDERSTANDING (the "**MOU**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), and the State of Louisiana, represented by Colonel Robert Hodges, Louisiana State Police Critical Response Emergency Search Team (the "**State**"). The City and the State may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The MOU is effective as of the last date of signing by all Parties (the "**Effective Date**").

RECITALS

WHEREAS, the Louisiana State Police Critical Response Emergency Search Team ("**CREST**") is a multi-agency endeavor comprised of members of all 64 parishes in Louisiana and state and federal agencies, and is broken down into 3 regions state-wide;

WHEREAS, the CREST mission is to locate endangered missing persons and where the criminal investigation, if needed, is a separate task. The appropriate investigative entity will remain in the lead role. This structure allows personnel to focus on specific goals in an organized manner. Investigators can focus on crime scene processing, time sensitive intelligence and evidence collection. Search team personnel will focus on locating the missing individuals without the delay of securing the criminal investigation portion;

WHEREAS, the City and the State desire to accomplish a valuable public purpose of locating endangered missing persons;

NOW THEREFORE, the City and the State, each having the authority to do so, agree as follows:

ARTICLE I – ROLES & RESPONSIBILITES

A. *Mission*.

1. The Louisiana State Police ("**LSP**") Critical Response Emergency Search Team ("**CREST**") provides a statewide structured rapid response to incidents that involve any person(s) deemed to be missing as a result of a critical incident or mass casualty event to include: natural disaster, civil unrest, the abduction or endangerment of missing children ("**AMBER Alert**"), missing endangered senior citizens ("**Silver Alert**") or active shooter. One of the greatest missions of LSP is to protect and save the lives of Louisiana citizens. Providing a highly professional statewide structured response to locating and rescuing citizens that are missing/abducted is a function that aligns with the mission of the Louisiana State Police.

2. The CREST will be available to assist within the State of Louisiana upon the request of a sheriff, police chief, or other initial reporting law enforcement agency with the approval of the CREST Coordinator.

3. Once LSP receives a report of a missing person (the request can be from internal sources or an outside agency request), the LSP CREST Team Leader nearest in proximity to the incident will deploy to begin organizing assistance requested for the search. LSP CREST does not automatically assume the lead role, the initial CREST response is in an assist role. The adoption of the lead will be on an "as needed basis" as a result of an interagency agreement.

B. *Purpose*.

1. The CREST mission is to locate endangered missing persons. The criminal investigation, if needed, is a separate task. The appropriate investigative entity will remain in the lead role. This structure allows personnel to focus on specific goals in an organized manner. Investigators can focus on crime scene processing, time sensitive intelligence and evidence collection. Search team personnel will focus on locating the missing individuals without the delay of securing the criminal investigation portion.

C. *Organizational Structure*.

1. LSP CREST is structured in a regional team concept. Each LSP Region shall have a CREST Regional Coordinator. Each CID field office will have a CREST Team leader. The Team Leader shall be the dedicated subject matter expert for that field office and its geographical area of responsibility. The individuals assigned to this role must be high level performers that embrace the responsibility associated with the role. The Team Coordinator and Team Leader communicate during critical incidents to determine the resources and assets needed based on information gathered from the reporting agency and field.

2. Many searches may cross jurisdictional lines. The LSP CREST will reduce logistical issues that result in those incidents. CREST provides a resource for a network of similar expert assets in other jurisdictions (to include other states). During a live incident, these working relationships should already be in place. Attempting to learn new resources and capabilities real time is not the most efficient method when timeliness is crucial. LSP CREST will provide assets and resources to network with other agency resources to coordinate a better search effort. The CREST field office Team Leaders will maintain a current list of contacts for resources available through other agencies. These agencies can include:

a. Louisiana Department of Public Safety

b. Louisiana Department Wildlife and Fisheries

c. Louisiana Department of Corrections

d. Louisiana Department of Child and Family Services

e. Louisiana Office of Juvenile Justice

f. Louisiana Office of Probation and Parole

g. Louisiana Department of Transportation Louisiana Office of State Fire Marshal

h. Federal and Local Fire and Rescue Teams

i. Federal and Local Law Enforcement Partners

3. Additionally, each region shall have a CREST Organizational Chart to use as a default to refer to during a CREST deployment. This can be modified as different agencies are included in the incident. LSP will have a basic organizational chart that serves as a default template.

D. ***Supervision*****.** The operational supervision and administrative management of the CREST is the responsibility of the CREST Coordinator from the respective region of activation. The CREST Coordinator will work cooperatively with other supervisors and CREST liaisons from participating agencies to keep them informed of CREST issues and progress. Responsibility for the personal and professional conduct of CREST members remains with the respective agencies in keeping with each agency's rules regarding conduct. Each CREST member's agency will also assume all liability issues regarding the conduct of their employee (s).

E. ***Prosecution*****.** The criteria for determining whether to prosecute a case in local, state or federal court will focus on achieving the greatest overall benefit to the public and will be made by the county prosecutor having lawful jurisdiction.

F. ***Media Relations and Releases*****.** Information released to the media regarding the CREST will be coordinated through the Louisiana State Police in partnership with the local municipality where the person(s) was reported missing. Media releases will include mention of all participating agencies. No information will be released regarding specific investigative techniques. All efforts will be made to protect the child and his/her family.

G. ***Vehicles*****.** All member agencies will provide vehicles for utilization by their personnel, to the extent possible.

H. ***Records and Reports*****.** All reports related to the CREST activation by all participating agencies will be forwarded to the CREST Coordinator or CREST Team Leader from that respective area. It will be the responsibility of the CREST Coordinator to file the CREST After Activation Report with the Louisiana State Police.

I. ***Administration*****.** The City will administer this MOU through the New Orleans Police Department (the "**Department**") and provide LSP with any and all documents deemed reasonably necessary for LSP's performance of any work required under this MOU. The City will also provide access to Department personnel to discuss the required services during normal working hours, as requested by LSP.

ARTICLE II – FUNDING

There will be no compensation as part of this MOU. The City, as a participating agency in Louisiana State Police's CREST, will be responsible for its approved members' wages, benefits, and other costs incurred as a result of a CREST activation.

ARTICLE III - DURATION AND TERMINATION

A. ***Term*****.** The term of this MOU shall be for five (5) years from the Effective Date.

B. ***Termination for Convenience*****.** Both Parties may terminate this MOU at any time during the term of the MOU by giving the other Party written notice of the termination at least 30 calendar days before the intended date of termination.

ARTICLE IV - NOTICE

A. ***In General*.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this MOU will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Anne Kirkpatrick
Superintendent of the New Orleans Police Department
1615 Poydras St., Suite
New Orleans, LA 70119

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the State:

Colonel Robert Hodges
Louisiana State Police
Critical Response Emergency Search Team
7919 Independence Boulevard
Baton Rouge, LA 70806

B. ***Effectiveness*.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change*.** Each Party is responsible for notifying the other in writing that references this MOU of any changes in its address(es) set forth above.

ARTICLE V - ADDITIONAL PROVISIONS

A. ***Amendment*.** No amendment of or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this MOU.

B. ***Construction of MOU*.** Neither Party will be deemed to have drafted this MOU. This MOU has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this MOU shall be construed or resolved in favor of or against the City or the State on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this MOU are provided for convenience only and are not intended to have effect in the construction or interpretation of this MOU. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

C. ***Entire Agreement*.** This MOU, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this MOU and are

without effect to vary or alter any terms or conditions of this MOU.

D. ***Independent Contractor Status*****.** Each Party is an independent contractor to the other and shall be excluded from receiving from the other Party: Worker's Compensation Coverage, Unemployment Compensation Coverage, or any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered under this MOU.

E. ***Limitations of the Parties' Obligations*****.** Neither Party has any obligations not explicitly set forth in this MOU or expressly imposed by law.

F. ***Non-Waiver*****.** The failure of either Party to insist upon strict compliance with any provision of this MOU, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

G. ***Prohibition of Financial Interest in MOU*****.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this MOU. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the State, shall render this Agreement voidable by the City.

H. ***Prohibition on Political Activity*****.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this MOU shall be used in the performance of this MOU for any partisan political activity, or to further the election or defeat of any candidate for public office.

I. ***Remedies Cumulative.*** No remedy set forth in the MOU or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

J. ***Severability*****.** Should a court of competent jurisdiction find any provision of this MOU to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the MOU remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the MOU.

K. ***Survival of Certain Provisions*****.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and insurance shall survive the expiration, suspension, or termination of this MOU and continue in full force and effect.

L. ***Terms Binding*****.** The terms and conditions of this MOU are binding on any heirs, successors, transferees, and assigns.

ARTICLE VI – COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this MOU, but all of which, when taken together, shall constitute one and the same MOU.

ARTICLE VII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this MOU and any other document(s) attached to this MOU delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this MOU.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the State, through their duly authorized representatives, execute this MOU.

LOUISIANA STATE POLICE

By: _____ Date: _____

Colonel Robert Hodges
Louisiana State Police
Critical Response Emergency Search Team

THE CITY OF NEW ORLEANS

By: _____ Date: _____

Helena N. Moreno
Mayor of the City of New Orleans

By: _____ Date: _____

Chief Anne Kirkpatrick
Superintendent of Police
New Orleans Police Department

By: _____ Date: _____

J.P. Morrell
President of City Council

FORM AND LEGALITY APPROVED:
CNO Law Department

By: _____

Printed Name: _____

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Police Department (NOPD)

Name of Contact Person: Cyril R. Manego

Telephone Number: 504-658-5388

Email Address: Cyril.Manego@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: Authorize NOPD participation in Louisiana State Police CREST, a statewide rapid-response search team for endangered missing persons and persons missing after critical incidents or mass-casualty events.

2. The parties involved: City of New Orleans, through NOPD, and State of Louisiana, through LSP CREST.

3. The obligations, expectations, and deliverables of the parties involved: LSP CREST will assist authorized searches. CREST initially serves in an assist role; the local investigative agency remains lead. NOPD will provide personnel, records, documents, access, and available vehicles and bear its members' wages, benefits, and other activation costs.

4. The duration of the contract: Five years from Effective Date; either party may terminate with 30 days' written notice.

5. The cost and any fiscal implications of the contract for the City: No compensation or direct funding under the MOU. City bears approved members' wages, benefits, and other CREST activation costs.

6. Describe disadvantaged business enterprise (DBE) participation: Not applicable. The MOU provides no compensation and does not procure goods or services; the submitted materials identify no DBE participation requirement.

Reference: Council Rule 57 & City Code Section 70-10

CITY OF NEW ORLEANS OFFICE OF WORKFORCE DEVELOPMENT
CONSULTING SERVICES AGREEMENT

BE IT KNOWN that as of _____ (the "Effective Date"), this Agreement is entered into by and between Greater New Orleans Development Foundation, a 501C3 organization (hereinafter referred to as "GNODF") and City of New Orleans, through the Office of Workforce Development (hereinafter referred to as "Contractor")

1. SCOPE OF SERVICES
Contractor hereby agrees to furnish student programming and referral services as outlined in the Statement of Work of the DOL Strengthening Community Colleges Training Grant (Grant number 2460CC000024-01-00) and pursuant to the Scope of Work set forth on Exhibit A attached hereto (hereinafter referred to as "Program Services").

Performance is satisfactory when the Program Services are completed in a timely manner and all incidental matters relating thereto have been resolved. Contractor shall keep GNODF apprised of the status of all matters related to the Program Services by timely contact, either written or verbal.

2. TERMS OF PAYMENT
In consideration of the Program Services to support Partnership, GNODF hereby agrees to pay Contractor the sum of Seventy-Five Thousand Dollars ($75,000.00) as a fee to work on program services to support partnership. Installment payments shall be made according to schedule in Exhibit A. This fee is not a deposit on future work but a separate fee for program services to support partnership for GNODF during the length of the project and shall only be used for grant related purposes.

3. CONTRACT TERM
The contract shall begin on the Effective Date and shall terminate on June 30, 2028, unless earlier terminated in accordance with the provisions hereof. The term of this contract may be extended by a written amendment duly executed by the contracting parties.

4. ASSIGNMENT
Neither GNODF nor Contractor shall assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without the prior consent of the other party.

5. CONFIDENTIALITY
Contractor recognizes that it will be provided with confidential information from GNODF and agrees to keep all such information confidential, and will surrender the same to GNODF immediately upon the request of GNODF, or termination of this Agreement. Such confidential information shall only be used by Contractor for the benefit of GNODF and not for any other use without the express written consent of GNODF. GNODF understands that this provision does not apply to publicly available information. GNODF understands that the Contractor is subject to the provisions of Louisiana Public Records Law (La. Rev. Stat. §§ 44.1-44.41). The Contractor agrees it will endeavor to ensure confidentiality to the greatest extent of the law. Contractor agrees and assures that data, material, and information disclosed to Contractor for the purposes of this Agreement will not be disclosed to other parties or discussed with other parties without prior consent of GNODF.

6. **INDEMNIFICATION AND HOLD HARMLESS**
Contractor agrees to indemnify and hold GNODF harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements, and actual costs), losses and court costs suffered by GNODF, directly or indirectly, solely to the extent based on or arising wholly or substantially out of Contractor's breach of any term or condition of this Agreement or out of the failure of Contractor to follow the directions of GNODF related to this Agreement or the failure of Contractor to respond reasonably and promptly to any request of GNODF for documents or other assistance in connection with any audit, inquiry, investigation or request from any government agency related to this Agreement.

GNODF agrees to indemnify and hold Contractor harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements and actual costs), losses and court costs suffered by the Contractor, including but not limited to any civil penalties levied by any governmental entity or agency against Contractor, its employees or agents and their firms, solely to the extent based on or arising wholly or substantially out of Contractor's performance of services in as requested and in conformity with the directions of GNODF use of any materials or information provided by GNODF or the failure of GNODF to provide timely and accurate compliance directions or otherwise attributable to the fault of GNODF , except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of Contractor.

7. **INDEPENDENT CONTRACTOR STATUS**
Contractor hereby acknowledges that Contractor is not an employee of GNODF but is an independent contractor of GNODF.

8. **TERMINATION**
Either party shall have the right to terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice. In the event of termination, GNODF will pay Contractor the fee specified in section 2 on a daily pro rata basis until and including the effective date of termination and will pay Contractor for all reimbursable out of pocket expenses incurred prior to the date of notice of termination.

9. **NOTICE**

Notices sent pursuant to the terms of this Agreement shall be sent via email, certified mail, return receipt requested, or overnight courier to the following addresses:

If to GNODF:
Greater New Orleans Development Foundation
Attention: Michael Hecht
1100 Poydras St., Suite 3475
New Orleans, LA 70163

If to Contractor:
City of New Orleans Office of Workforce Development
Attention: Tammie Washington
1307 Oretha Castle Haley Blvd., Suite 3000
New Orleans, LA 70113

City Attorney
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

10. **AMENDMENTS**
No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party by their respective representatives.

11. **CAPTIONS**
The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

12. **COUNTERPARTS**
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

13. **GOVERNING LAW**
This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

14. CONVICTED FELON STATEMENT

GNODF complies with City Code § 2-8(c) and no principal, member, or officer of GNODF has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

15. AUDIT AND INSPECTION

GNODF will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of GNODF, its employees, agents, assigns, successors and subcontractors, during normal business hours at GNODF's office or place of business in Louisiana. If no such location is available, GNODF will make the documents available at a time and location that is convenient for the City.

GNODF will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires GNODF to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. GNODF agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

16. NON-SOLICITATION STATEMENT

GNDOF has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. GNODF has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

17. ELECTRONIC SIGNATURE

GNODF and Contractor agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

18. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement of the parties relating to the subject matter contained in this Agreement, supersedes all prior written and oral agreements and understandings relating to such subject matter and cannot be modified or amended except by a written instrument executed by both parties to this Agreement.

Greater New Orleans Development Foundation

By:_____
Name: _____
Its:_____

City of New Orleans

Office of Workforce Development

By:_____

HELELENA N. MORENO
MAYOR

EXHIBIT A
SCOPE OF WORK

DETAILED SCOPE OF WORK

- Assess, identify, and refer candidates for enrollment and training in grant-aligned programs
- Partner with the institutions in the Consortium to maximize potential WIOA funding for students in grant-aligned programs by participating in program information sessions and career fairs
- Partner with GNODF to recruit employer partners into the Greater New Orleans Infrastructure Partnership
- Provide additional wrap-around supportive services for participants enrolled in the SCC4 career pathways
    - These supportive services may include, but are not limited to, case management and student support services, work readiness assessment, career coaching, and resume building
- Assist in connecting participants with employers that have openings in the GNOIP career pathways
- Partner with the GNODF to recruit employer partners into the Greater New Orleans Infrastructure Partnership
- Provide continuous feedback to the Consortium about employer and resident/worker needs
- Actively collaborate with Community College partners
    - to develop processes to share information, such as quarterly meetings, to discuss project status, trends identified, and student support needs
    - develop and regularly review referral processes, including standardized intake and referral forms, to ensure that students are placed into career pathways, using a "No Wrong Door" approach
    - engage employer partners.

EXPENSES

Contractor shall be responsible for Contractor's own business expenses in connection with Contractor's efforts to fulfill Contractor's services under this Agreement. However, expenses incurred by Contractor on behalf of Client, such as travel, will be reimbursed by Client, subject to prior approval of Client and proper documentation of such expenses.

PAYMENT SCHEDULE

Installment payments to Contractor will be due upon execution of this contract by both parties, in quarterly installments, within 30 days of receipt of invoice, based on below schedule:

Commented [BM1]: Can GNODF include more details about invoicing requirements/payment details?

Q2 2026	$8,333.33	Q4 2027	$8,333.33
Q3 2026	$8,333.33	Q1 2028	$8,333.33
Q4 2026	$8,333.33	Q2 2028	$8,333.33
Q1 2027	$8,333.33		
Q2 2027	$8,333.33		
Q3 2027	$8,333.33		

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Workforce Development

Name of Contact Person: Tammie Washington

Telephone Number: 5046584541

Email Address: tfwashington@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Two-year grant agreement to provide consulting and training services to citizens of New Orleans.

2. **The parties involved:** Greater New Orleans Development Foundation and City of New Orleans

3. **The obligations, expectations, and deliverables of the parties involved:** To provide student programming and referral services in accordance with the Strengthening Community Colleges Training Grant. Greater New Orleans Development Foundation will award the City $75,000.00 to carry out the program.

4. **The duration of the contract:** July 1, 2026 through June 30, 2028

5. **The cost and any fiscal implications of the contract for the City:** fiscal implication would be recapture of funding if expenses are not reported.

6. **Describe disadvantaged business enterprise (DBE) participation:** N/A. This is a grant agreement awarded to City of New Orleans Office of Workforce Development.

Reference: Council Rule 57 & City Code Section 70-10

CITY OF NEW ORLEANS
OFFICE OF COMMUNITY DEVELOPMENT

HELENA MORENO
MAYOR

JEFFREY E. SCHWARTZ
DIRECTOR

June 23, 2026

Aisha Collier
Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with Young Women's Christian Association of Greater New Orleans

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed agreement between the City of New Orleans and Young Women's Christian Association of Greater New Orleans and a completed contract summary form.

Respectfully submitted,

Jeffrey E. Schwartz , Director
jeschwartz@nola.gov
Office of Community Development

cc: Justyn Hawkins, City Council Chief of Staff
Ashley Becnel, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations
Madelyn Cosey Sanchez, Deputy Director, Neighborhood Services & Facilities

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Community Development

Name of Contact Person: Jeffrey E. Schwartz, Director

Telephone Number: (504) 658-4904

Email Address: jeschwartz@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Provide a $250,000 CDBG-CV forgivable loan to rehabilitate 601 S. Norman Francis Parkway as a public comprehensive resource center serving primarily low- and moderate-income residents through essential family services.

2. **The parties involved:** City of New Orleans, through the Office of Community Development (OCD), and Young Women's Christian Association of Greater New Orleans (YWCA), represented by Loyce P. Wright.

3. **The obligations, expectations, and deliverables of the parties involved:** City and YWCA duties: City reimburses eligible costs up to $250,000, provides technical assistance and monitors compliance. YWCA rehabilitates the property, maintains its approved public use and services for 10 years, and submits required records. YWCA complies with HUD/CDBG, procurement and labor rules and executes the note, mortgage and regulatory agreement.

4. **The duration of the contract:** Effective May 1, 2026; ends after the 10-year service period following project completion.

5. **The cost and any fiscal implications of the contract for the City:** $250,000 CDBG-CV loan. No general-fund cost is identified. Up to $25,000 is forgiven annually; default, transfer or ineligible use can require repayment.

6. **Describe disadvantaged business enterprise (DBE) participation:** No specific DBE percentage. YWCA must implement a minority- and women-owned business development plan with measurable goals and affirmative outreach, and comply with applicable Section 3 and federal contracting requirements. The project scope also calls for hiring local firms and City of New Orleans residents.

Reference: Council Rule 57 & City Code Section 70-10

ATTACHMENT F

ELIGIBILITY STATEMENT

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER NEW ORLEANS (YWCA)
CD#50-508, YWCA's Facility Redevelopment Project
CDBG-CV12(25)

The project specified above is eligible as a Community Development public facility project under **24 CFR 570.201(c)** which provides public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements.

This project is designed to provide funds for the rehabilitation of property located at 601 S. Norman Francis Parkway, New Orleans, La 70119. The facility will serve as a comprehensive resource center providing essential support services to individuals and families within the community. Programs will include, but are not limited to, rape crisis intervention, support services for survivors of domestic violence, counseling services, childcare assistance, and educational services

Reimbursement Requests:
Email by the 10th working day of each month, the approved original copy of this document along with the support documentation to the following:
mcsanchez@nola.gov

ATTACHMENT C

BUDGET AND COST CONTROL STATEMENT

Page 1 of 3

Period Ending Date:
Contract Period: May 1, 2025 - April 30, 2026
Project Name: YWCA's Facility Redevelopment Project
Project Number: CDBG-CV12(25)
PO Number: **Vendor#**
HUD Activity Number:
Operating Agency: Young Women's Christian
OCD Authorization: AH

GRANT AMOUNT: **$250.000.00**
PROGRAM INCOME: **$0.00**

Instructions for completing Cost Control Statement:
Add Columns (2, 3 and 4) to obtain Column (5), then
Subtract Column 5) from Column (1) to obtain Column (6)

								FOR FISCAL ACCOUNTANT USE ONLY	
Organization Code	**Option Code**	**(1) Amount Per Latest Approved Budget**	**(2) Cost for Reported Month**	**(3) Cumulative Cost Thru Last Month**	**(4) Recoupment**	**(5) YTD Cost Thru Reported Month**	**(6) Balance of Funds**	**(7) LESS Questioned Cost**	**Description**
Cost Category	Line Item								
1000 - Personal Services							$ -		
							$ -		
							$ -		
							$ -		
	1000 - Subtotal:	$ -	$ -	$ -	$ -	$ -	$ -		

BUDGET AND COST CONTROL STATEMENT (Page 2 of 3)

Instructions for completing COST CONTROL STATEMENT: Add Columns (2, 3 and 4) to obtain Column (5), then Subtract Column (5) from Column (1) to obtain Column (6).

								FOR FISCAL ACCOUNTANT USE ONLY	
		(1) Amount Per Latest Approved Budget	(2) Cost for Reported Month	(3) Cumulative Cost Thru Last Month	(4) Recoupment	(5) YTD Cost Thru Reported Month	(6) Balance of Funds	(7) LESS Questioned Cost	Description
Cost Category	Line Item								
2000 - Contractual Services	2150- Soft Cost (Facility Rehabilitation)	$ 250,000.00				$ -	$ 250,000.00		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
							$ -		
	2000 - SUBTOTAL:	**$ 250,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 250,000.00**		
3000 - Supplies & Materials						$ -	$ -		
	3000 - SUBTOTAL:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		

BUDGET AND COST CONTROL STATEMENT (Page 3 of 3)

Instructions for completing COST CONTROL STATEMENT: Add Columns (2, 3 and 4) to obtain Column (5), then Subtract Column (5) from Column (1) to obtain Column (6).

		(1) Amount Per Latest Approved Budget	(2) Cost for Reported Month	(3) Cumulative Cost Thru Last Month	(4) Recoupment	(5) YTD Cost Thru Reported Month	(6) Balance of Funds	FOR FISCAL ACCOUNTANT USE ONLY (7) LESS Questioned Cost	Description
Cost Category	Line Item								
4000 - Equipment & Property							$ -		
	4000 - SUBTOTAL:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	BUDGET AMOUNT:	**$ 250,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 250,000.00**		
	PROGRAM INCOME AMOUNT:								
	TOTAL AMOUNT REQUESTED:								
	LESS PROGRAM INCOME:								
	LESS QUESTIONED COST:								
	ALLOWED REIMBURSEMENT TOTAL:								

CERTIFICATION:

I certify that to the best of my knowledge and belief this report is true in all aspects and that all supporting documentation for which the agency is requesting reimbursement is maintained in compliance with the conditions of the contract and grant provisions.

For the Period Ending: _____

Cash Balance Beginning of Month $

Add: Cash Receipts: $

Less: Cash Disbursement: $

Cash Balance End of Month:$

Signature of Authorized Official | Title | Phone Number | Ext.

Signature of Accountant / Preparer | Date Signed | Phone Number | Ext.

For Fiscal Accountant use Only

This Budget and Cost Control Statement has been authorized for payment.

Fiscal Accountant

Date

ATTACHMENT A

CONTRACT ANALYSIS DOCUMENT

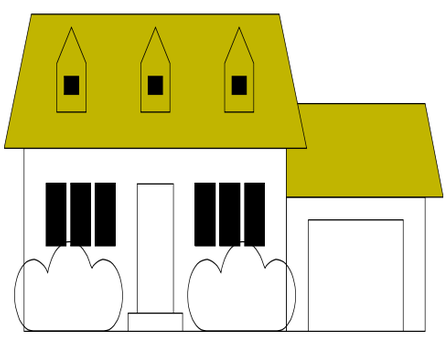
PROJECT DESCRIPTION

AND

BUDGET FORMS

FOR

COMMUNTIY DEVELOPMENT BLOCK GRANT (CDBG) CORONAVIRUS AIDS, RELIEF, AND ECONOMIC SECURITY (CARES) ACT



FOR OFFICE OF HOUSING POLICY & COMMUNITY DEVELOPMENT ONLY:

DATE: May 1, 2025

CONTRACT NAME: Young Women's Christian Association

CONTRACT NUMBER: _ CDBG-CV12(25)

PROJECT INFORMATION SHEET

1. Project

Name: YWCA Facility Redevelopment Project

Program Category: Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security (CARES) Act

Type of Service: Facility Rehabilitation

2. Operating Agency

Name: Young Women's Christian Association of Greater New Orleans

Address: 601 S. Norman C. Francis Parkway

City, State, Zip: New Orleans, LA 70119

Telephone: (504) 482-9922 Fax: _____

3. Contact Person

Name: Loyce Pierce Wright

Address: 601 S. Norman C. Francis Parkway

City, State, Zip: New Orleans, LA 70119

Telephone: 504-430-5410 Fax: _____

Email address: Loyce1st@gmail.com

4. Executive Officer Name(s)

Name: Loyce Pierce Wright

Address: 601 S. Norman C. Francis Parkway

City, State, Zip: New Orleans, LA 70119

Telephone: 504-430-5410 Fax: _____

Email address: Loyce1st@gmail.com

5. Bookkeeper or Accountant

Name/Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____Fax: _____

Email address: _____

6. Agency Type (Check One)

Non-Profit Corporation	X
For Profit Corporation	_____
Public Agency	_____
City of New Orleans Department	_____
Other (please specify)	_____

7. Target Geographic Area Served by Project (e.g., Central City, Lower Nine, Gerttown, etc. List geographic boundaries): Orleans Parish

Program Funding

a. Program Income:

Identify and list amounts of projected/current program income (if applicable):
(As a result of HUD/Office of Community Development funds)

SOURCE	*AMOUNT*	*TIME PERIOD*
1.	*$*	
2.	*$*	
3.	*$*	
4.	*$*	
5.	*$*	
Total	*$*	

*__Program Income__ means gross income received by a non-profit organization which is directly generated from the use of grant funds (i.e., CDBG, HOPWA, etc.). Example: Fees, rental payments and/or resale of a property acquired with HUD/Office of Community Development funds, etc.

b. Recommended/Anticipated Funding:
(Includes all other federal, state, and private funding to be used in the program)

SOURCE	*AMOUNT*	*TIME PERIOD*
1.CDBG-CV – Office of Housing Policy & Community Development	*$250,000.00*	*8/1/2025-7/31/2025*
2. State of Louisiana Office of Community Development	*$1,000,000.00*	
3.	*$*	
4.	*$*	
Total	*$1,250,000.00*	

c. ***Leverage Funding:***

(Include all funds that are used as leverage for the awarded CDBG funds. If the leverage is a loan, please provide us with the interest rate and loan period.)

SOURCE	*AMOUNT*	*TIME PERIOD*
1.	*$*	
2.	*$*	
3.	*$*	
4.	*$*	
Total		

d. ***Shared Costs:*** In the space provided below please list any and all items sharing costs with the CDBG program. This information will allow Office of Housing Policy & Community Development to determine the necessity of a cost allocation plan for your agency.

CATEGORY/COST ITEM	TOTAL AMOUNT	% CDBG	% OTHER
1.	*$*		
2.	*$*		
3.	*$*		
4.	*$*		
5.	*$*		

STAFF

Fill in the table below listing the following:

- Titles of persons who will be funded through this grant
- If more than one employee with the same title and same percentage of time, please list only once and specify how many in the "number of each" column
- The percentage (%) of time spent rendering the services for that project.
  NOTE: If there are employees with the same titles but work disproportionate percentages (%) of time, please list the title and the percentage (%) of time for each employee.
- Attach Job Description(s) for staff paid with City Funds.

TITLE	NUMBER OF EACH	% OF TIME	% OF SALARY
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

PROFESSIONAL/CONTRACTUAL SERVICES

Fill in the table below listing the following:

- Name of person/firm providing professional/contractual services through this grant
- Type of service rendered (e.g., accounting, legal, evaluation, etc.)
- The cost of the service to be provided
- **NOTE:** Professional services must be bid by agency and approved by Office of Community Development.

NAME/FIRM	TYPE OF SERVICE	COST
TBD	Contractor	

PROJECT DESCRIPTION AND HISTORY

In the space provided below, describe the project/program to be implemented with CDBG funds and give the history of the project/program. Describe the entire project/program and identify the specific component/components funded through CDBG.

The YWCA Greater New Orleans is a tax-exempt 501(c)(3) nonprofit social services organization with a rich history spanning over 110 years. Since its founding, the YWCA has been a cornerstone of support and empowerment for individuals and families throughout the Greater New Orleans area. The organization's mission is to eliminate racism, empower women, and promote peace, justice, freedom, and dignity for all.

Historically, the YWCA has provided a wide range of programs serving women, children, the elderly, and families—delivering critical services such as early childhood education, after-school programming, senior outreach, health and wellness initiatives, and advocacy for marginalized populations. These programs have made a lasting difference in the lives of countless individuals, particularly those living in underserved communities.

However, the devastating impact of Hurricane Katrina led to the complete destruction of the YWCA's facilities. In the years since, the organization has worked tirelessly to maintain its presence in the community while planning for a full return to physical operations.

The Board of Directors of the YWCA Greater New Orleans is now focused on the construction of a new, permanent facility to restore and expand the organization's vital services. Funding for the base construction of the facility has been secured through FEMA and the State of Louisiana's Office of Community Development. While these funds are sufficient for the primary building costs, they do not cover necessary supplemental items, such as furnishings, specialized equipment, and program-specific infrastructure, which are critical for a fully operational, functional service center.

Current Project Purpose
The current project seeks Capital Outlay funding to address these remaining needs. The funds requested will ensure that the new facility is not only built but is also equipped to deliver high-quality services to the community upon opening. These enhancements are essential for the YWCA to resume full programming and meet modern service delivery standards.

Community Need and Impact
New Orleans continues to experience a significant gap in community-based services, particularly for vulnerable populations. While other service providers operate in the region, capacity limitations and resource constraints often leave urgent needs unmet. The YWCA is uniquely positioned to help fill this void by offering holistic, wraparound services that address the complex and intersecting needs of women, children, seniors, and families.

This project will:

Re-establish a trusted and historic social service institution in the Greater New Orleans region.

Enhance community resilience by providing direct services, educational programs, and family support.

Create jobs and stimulate economic development in a vulnerable and recovering area.

Support neighborhood revitalization along the Tulane/Jefferson Davis corridor.

Deliver long-term, sustainable solutions for social challenges across multiple parishes.

Once completed, the YWCA facility will serve as a community anchor, offering continuity of care and support services that improve quality of life and strengthen families.

CONTRACT SCOPE OF WORK/SHORT TERM OBJECTIVES

List the specific objectives to be achieved during the contract period based on the level of awarded funds (use more pages as necessary). This information will be used to develop the scope of work section of the contract. This information will also be used to track, measure, and evaluate agency performance throughout the contract period.

1. Ensure that the completed project remains in continuous operation for at least five years.

2. Hire local individuals or firms and employ City of New Orleans residents.

3. Employ at least 40 workers to fill full-time and part-time positions.

4. Develop programming for the following:
   a. Daycare services
   b. Domestic violence counseling
   c. Battered women's programs
   d. Education programs
   e. Youth enrichment programs

BUDGET

OFFICE OF HOUSING POLICY & COMMUNITY DEVELOPMENT

LINE-ITEM DETAIL PPB3

BUDGET: $ 250,000.00 ***YEAR: 2025***

ORGANIZATION NAME: Young Women's Christian Association of Greater New Orleans

PROJECT NAME AND NUMBER:	***DEPARTMENT:***	***PROGRAM:***	
YWCA's Facility Redevelopment Project*, CDBG-CV12(25)*	OCD	*CDBG-CV*	

ACCT. NO.	***LINE ITEM***	***REQUESTED UNIT BUDGET***	***FOR OCD USE ONLY***
2150	**Soft Cost- Facility Rehabilitation**	**$250,000.00**	
	TOTAL	***$250,000.00***	

Note: Attached is a budget narrative sheet to be completed with the PPB3.

Budget Narrative

Briefly describe in each service category listed below the use of budgeted line item(s) listed on the PPB3.

1000 - Personnel Services

2000 - Contractual Services

3000 - Supplies and Materials

4000 - Equipment & Property

4201- $250,000.000 Rehabilitate building located at 601 S. Norman C. Francis Parkway

General Comments: Should include information not discussed in the budget narrative such as cost allocation plan.
Example - your agency sharing the same office space with another program. Therefore, rent, utilities, etc. are shared.

CLASSIFICATION OF EXPENDITURE AND LINE-ITEM NUMBERS

PERSONNEL SERVICES (1000)

1010	*Salaries*
1011	*Sick Leave*
1020	*Overtime*
1021	*Part-Time Payroll*
1110	*Mun. Employees' Retirement Plan*
1200	*Social Security Taxes (FICA)*
1300	*Group Hospital Insurance*
1400	*Workers Comp. Insurance*
1600	*Terminal Leave*
1710	*Auto Allowance*
1720	*Uniform Allowance*
1730	*Chauffeurs Licenses*
1740	*Tool Allowance*
1760	*Pay Increment*
1790	*Life Insurance*
1900	*Sick Leave*

CONTRACTUAL SERVICES (2000)

2010	*Advertising*
2020	*Cleaning and Waste Removal*
2030	*Contributions & Prizes*
2040	*Convention & Travel Expen.*
2041	*Conv. & Travel Reimb.*
2050	*Dues and Subscriptions*
2060	*Education*
2080	*Fees of Board Members*
2090	*Fees, Taxes, and Assessment*
2091	*Photograph Expense*
2092	*Conveyance Certificates*
2093	*Mortgage Certificates*
2094	*Recordation Wens Exp.*
2095	*Demolition Expense*
2110	*Ins-Liab & Prop Damage*
2111	*Adj Contact*
2112	*Stop Loss Policy*
2113	*Physical Dam Auto*
2114	*Gen Liab Claims Reserve*
2115	*Auto Claims Reserve*
2120	*Ins-Surety Bonds*
2130	*Postage Freight Express*
2140	*Printing and Binding*
2150	*Professional Services*
2160	*Rents & Leases-Land Bldg*
2170	*Rents & Leases Other Prop*
2180	*Motor Vehicle Rep General*
2181	*Motor Vehicle Rep PM Insp.*
2182	*Mtr Vehicle Rep-Component*
2185	*Repairs and Maintenance*
2187	*Loan Subsidy*
2190	*Telephone - Local*
2210	*Telephone - Long Distance & Tel.*
2240	*Utilities*
2600	*Miscellaneous*
2800	*Indirect Cost*

SUPPLIES AND MATERIALS (3000)

3010	*Books and Pamphlets*
3020	*Building Supplies*
3030	*Clothing*
3040	*Education Supplies*
3050	*Electrical Supplies*
3060	*Electronic Supplies*
3070	*Engineering Supplies*
3080	*Parts-Not Motor Vehicle*
3110	*Food Supplies*
3120	*Fuel-Not Motor Vehicle*
3130	*General Plant Supplies*
3140	*Hand Tools and Instrument*
3150	*Horticulture & Farm Supplies*
3160	*Household Supplies*
3170	*Ident Plates and Badges*
3180	*Janitor & Cleaning Supplies*
3190	*Medical Supplies*
3210	*Motor Vehicle-Gasoline*
3211	*Motor Vehicle-Diesel*
3212	*Mtr Vehicle-Hydrlic Oil*
3213	*Motor Vehicle-Lubricants*
3214	*Motor-Vehicle-Fluids*
3215	*Motor Vehicle-Other*
3220	*Motor Vehicle-Parts*
3240	*Photographic Supplies*
3250	*Office Supplies*
3260	*Safety Supplies*
3271	*Vehicle Supplies-Battery*
3272	*Vehicle Supplies-Tires*
3273	*Vehicle Supplies-Welding*
3274	*Lawn Equip. Parts*
3999	*Capital Projects Expend*

EQUIPMENT & PROPERTY (4000)

4101	*Land*
4201	*Buildings & Improvements*
4352	*Bldg. & Power Plant Equip*
4354	*Cleaning & Laundry Equip*
4356	*Communications Equip*
4358	*Construction Equip*
4362	*Educ. & Recreation Equip.*
4364	*Engineering Equipment*
4368	*General Plant Equip.*
4374	*Medical Equipment*
4376	*Motor Vehicle*
4378	*Office Furniture & Equip.*
4382	*Refrig. & Air Cond. Equip.*
4390	*Miscellaneous*

Attachment B

Orleans Parish, LA

Summary

Parcel ID	601-SJEFFERSONDAVISPW
Tax Bill Number	105300502
Municipal District	1
Location Address	601 S NORMAN C FRANCIS PW
Property Class	E - EXEMPT - COMMERCIAL
Special Tax District	1-MDCE
Subdivision Name	
Zoning District	Show Viewer (41182316)
Land Area (sq ft)	35442
Building Area (sq ft)	0
Revised Bldg Area (sq ft)	0
Square	689
Book	23
Lot/Folio	A/014
Line	004
Legal Description	1. SQ 689 LOT A NORMAN C FRANCIS PKWY, D HEMECOURT ST 2. & TULANE AVE 122.5.6-49/123.7.4-57.1.5X100.2.3-16.3.1-3. 161.10.1/277.10.1
Assessment Area	MID-CITY COM 12 Show Assessment Area Map
Parcel Map	Show Parcel Map

Owners

YOUNG WOMENS CHRISTIAN ASSOCIATION
P. O. BOX 50255
NEW ORLEANS LA 70150 0000

Quick Links

Estimate Taxes | Tax Information | Historical Property Tax Bills

Valuation

		2026 Uncertified	2025 Certified	2024 Certified
	Land Value	$638,000	$638,000	$638,000
+	Building Value	$0	$0	$0
=	Total Value	$638,000	$638,000	$638,000
	Assessed Land Value	$63,800	$63,800	$63,800
+	Assessed Building Value	$0	$0	$0
=	Total Assessed Value	$63,800	$63,800	$63,800
-	Total Exemption Value	$0	$0	$0
=	Taxable Assessment	$0	$0	$0
	Special Assessment Treatment			
	Age Freeze			
	Disability Freeze			
	Assessment Change			
	Tax Contract			

Exemptions

The module must have the Display Fields configured in the Module Configuration screen.

Sales

Sale/Transfer Date	Price	Grantor	Grantee	Notarial Archive Number	Instrument Number
6/8/2022	$0	YOUNG WOMENS CHRISTIAN ASSOCIATION	YOUNG WOMENS CHRISTIAN ASSOCIATION	202223998	712470

Photos

No data available for the following modules: Notices, , , Change Orders, Sketches.

The Orleans Parish Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/25/2025, 5:21:11 AM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

Jurisdiction
Control
Partial
601
603
3511
3501
633
3439
3433
3401
3510
3508

City of New Orleans Property Viewer
601 S NORMAN C FRANCIS PKWY, LA, 70119

Property Information

Building Number

Unit Number

Site Address
601 S NORMAN C FRANCIS PKWY, LA, 70119

First Owner Name
YOUNG WOMENS CHRISTIAN ASSOCIATION

Second Owner Name

Mailing Address
P. O. BOX 50255

Mailing City
NEW ORLEANS

Mailing State
LA

Mailing Zip 5
70150

Mailing Zip +4
0000

Use Code

Property Description
SQ 689 LOT A NORMAN C FRANCIS PKWY D HEMECOURT ST & TULANE AVE 122.5.6-49/123.7.4-57.1.5X100.2.3-16.3.1- 161.10.1/277.10.1

GeoPIN
41182316

Tax Bill ID
105300502

Lot
A

Square

BLOCK
689

PARID
601-SJEFFERSONDAVISPW

Parcel Area (sq.ft.)
35442

Parcel Dimensions (ft.)

Assessor Records and Sales/Transfer Information (https://beacon.schneidercorp.com/Application.aspx?AppID=979&LayerID=19792&PageTypeID=4&PageID=8663&Q=1886938444&KeyValue=601-SJEFFERSONDAVISPW)

Zoning

Zoning District
MU-1

Zoning Description
Medium Intensity Mixed-Use District (http://czo.nola.gov/article-15/)

Future Land Use

Future Land Use
MUM

Future Land Use Description
Mixed-Use Medium Density (https://masterplan.nola.gov/volume-2/13/#2-13-c)

Overlays and Interim Zoning Districts

Overlay / IZD Description
EC Enhancement Corridor Design Overlay District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/article-18/#18-15)

Overlay / IZD Description
HUC Historic Urban Corridor Use Restriction Overlay District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/article-18/#18-5)

Overlay / IZD Description
Commercial Short Term Rental Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/Article-19#19-4-A-20)

Overlay / IZD Description
Non-Commercial Short Term Rental Special Exception Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-21)

Overlay / IZD Description
Customary Lodging Services Staffing Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-22)

Regulations in the overlay and interim zoning districts are combined with the base zoning district. In the event of overlapping districts, please contact the New Orleans One Stop Shop (https://nola.gov/onestop) for interpretation of the Overlays/Interim Zoning Districts.

0 20 40ft

LOAN AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER NEW ORLEANS (YWCA)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FOR

REHABILITATION OF PROPERTY

CDBG-CV12/ FEDERAL UEI# YDXCLZ22UQA7

THIS LOAN AGREEMENT (the "**Agreement**") is made and entered into by and between the City of New Orleans, herein represented by Helena N. Moreno, Mayor (the "**City**") and Young Women's Christian Association of Greater New Orleans, a Louisiana non-profit corporation, represented by Loyce P. Wright, President (the "**Subrecipient" or the "YWCA"**) to accomplish the Community Development Block Grant CARES Act project entitled "**YWCA Facility Redevelopment Project**" Project Number **CDBG-CV12(25).** The City and the Subrecipient are sometimes each referred to as a "**Party**," collectively referred to as the "**Parties**". The Agreement is effective as of May 1, 2026 (the "**Effective Date**").

RECITALS

WHEREAS, City has received approval of Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CARES Act) (Pub. L., 166-136) funds from the U. S. Department of Housing and Urban Development (HUD) appropriations 2020 (Pub. L. 116-94) and fiscal year 2019 grants under HUD Appropriation Act 2019 (Pub. L. 116-6) to prevent, prepare for and respond to the coronavirus known COVID-19, pursuant to the authority of Title I of the Housing and Community Development Act of 1974, (the "ACT"), as amended (42 USC 5301 et seq.), to develop viable urban communities including decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the activities specified are eligible Community Development activities as indicated in the federal regulations 24 CFR 570.201(c), which provide for acquisition, construction, or improvements to a public facility; and

WHEREAS, City desires to meet the HUD National Objectives of benefiting principally low and moderate income persons (area benefit) according to federal regulation 24 CFR 570.208(a)(1) through the funding of the Project; and

WHEREAS, the Subrecipient will rehabilitate with funds awarded under this Agreement the property located 601 S. Norman Francis Parkway, New Orleans, La 70119 (the "**Property**").

The facility will serve as a comprehensive resource center providing essential support services to individuals and families within the community. Programs will include, but are not limited to, rape crisis intervention, support services for survivors of domestic violence, counseling services, childcare assistance, and educational services;

WHEREAS, Subrecipient warrants to City and all parties at interest that it has the expertise to provide the services in the form of the Project;

WHEREAS, the City, in reliance upon Subrecipient's warranty, has agreed to provide funding for Subrecipient's services to be rendered for the Project in accordance with the terms and conditions of this Agreement;

WHEREAS, the Subrecipient and the City, through the Office of Community Development ("**OCD**"), have agreed to implement specific CDBG-CV funded activities in accordance with CDBG program regulations;

WHEREAS, the Subrecipient understands that any funding the City provides under this Agreement is conditional upon the completion of an environmental review;

WHEREAS, this Agreement shall serve as a binding agreement and commitment to fund between the City and the Subrecipient; and

NOW, THEREFORE, the City and the Subrecipient, for the considerations and under the conditions set forth herein do hereby agree as follows:

ARTICLE I -- SUBRECIPIENT'S OBLIGATIONS

The Subrecipient agrees to take on the following obligations:

A. Statement of Work. Provide the services and activities specified in the *Contract Analysis Document: Project Description and Budget Forms for CDBG Coronavirus Aid, Relief, and Economic Security (CARES) Act* marked as *Attachment A***,** a copy of which is attached to this Agreement and made a part hereof for all purposes. The Subrecipient agrees to use the CDBG-CV funds provided hereunder to rehabilitate the property located at 601 S. Norman Francis Parkway, New Orleans, LA 70119 (the "**Property**") for the sole use as a public facility comprehensive resource center (the **"Property Facility"**). See the full *Legal Description* of the Property in *Attachment B*, which is attached herein and incorporated into the Agreement.

B. **Other documents**. The Property, and the services to be provided therein, will be subject to a Regulatory Agreement (the "**CDBG Regulatory Agreement**") for the period of service. The City requires a Secured Promissory Note (the "**Note**") and Multiple-Indebtedness Mortgage (the "**Mortgage**") as security for the funding of the Property. (Collectively, this Agreement, the CDBG Regulatory Agreement, Note, and Mortgage constitute the "**Loan Documents**.") The Subrecipients agrees to enter into and comply with all of these Loan Documents.

C. Standards. The Subrecipient, and any legal person performing work on its behalf, shall perform all work under this Agreement in accordance with applicable professional standards in the

provision of essential services, including but not limited to rape crisis intervention, support services for survivors of domestic violence, counseling services, childcare assistance, and educational services.

D. Compliance with Laws. The Subrecipient, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation.

E. Compliance with CDBG Regulations and HUD Notices.

1. ***In general*.** Comply with the federal regulations published in Volume 24, Part 570, of the *Code of Federal Regulations* (24 CFR 570), as well as all federal regulations and requirements incorporated therein by reference, whether specifically discussed herein or not.

2. ***Uniform Administrative Requirements*.** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR 200, with exceptions listed in 24 CFR 570.502.

3. ***Procurement*.** Comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

4. ***Other Program Requirements*.** Comply with other program requirements 24 CFR §570.600 - 570.615 inclusive, except §570.604.

5. ***Notices*.** Comply with all applicable Notices and directives promulgated by the U.S. Department of Housing and Urban Development.

F. In General.

1. Submit plans and specifications to the Office of Community Development, Construction Unit, for review and approval prior to advertising for bid, if necessary.

2. Notify the City in writing if other funding becomes available for acquisition and renovation of the Project public facilities.

3. Agrees to utilize the Project Facility and the facilities thereon only for the services approved by the City. The Subrecipient must obtain prior written approval from City for any other use.

4. Provide all necessary information and documentation to City as it relates to this Agreement.

5. Provide renovation activities in accordance with specifications approved by the City.

6. If improvements become necessary, engage the services of a licensed architect, as applicable, who shall prepare the plans and specifications, and who, in conjunction with

the Office of Community Development, shall inspect the improvements on the Property on behalf of City and the Subrecipient.

7. Provide documentation to the City through certified Board minutes that the Subrecipient's Board of Directors approved of this rehabilitation and provisions of services.

8. Administer and manage the renovation process through an architectural firm and the Subrecipient's Board of Directors.

9. Review and submit for approval by the City all change orders and additional work as applicable to the project.

G. Eligible Costs. The Subrecipient shall use CDBG-CV funds only for the payment of costs associated with eligible CDBG activities as identified in §570.201-§570.206 and budgeted in accordance with the provisions of Section G, below.

H. Prohibited Activities. The Subrecipient shall ensure that none of the funds provided to Subrecipient to implement a CDBG-assisted project will be used to fund any activity prohibited by CDBG regulations, as outlined in §570.207.

I. Project Selection and Set-up. The Subrecipient agrees to the following:

1. Site and Neighborhood Standards. The Subrecipient will comply with the site and neighborhood standards described in 24 CFR §891.125 when choosing a project location.

2. Compliance with Consolidated Plan. The Subrecipient shall ensure that the proposed project complies with strategies outlined in the City's current Consolidated Plan (CP).

3. Environmental Review. The Subrecipient shall request from OCD and obtain a written determination that the project has been subjected to an "environmental review," in accordance with 24 CFR 58, and that there are no environmental issues that would prohibit implementation of the project as proposed. The Subrecipient shall not proceed with any physical development without first receiving an environmental clearance notice and a Notice to Proceed from OCD.

4. Subsidy Layering. The Subrecipient further agrees to provide necessary documentation and information to the City to perform any required Subsidy Layering Reviews.

5. Uniform Relocation and Real Properties Acquisition Act (URA). The Subrecipient agrees to comply with the requirements of the URA in accordance with §570.457.

J. Projects Involving Faith-Based Organizations. The Subrecipient shall abide by 24 CFR 5.109 of the HUD regulations regarding faith-based organizations.

K. Lead-Based Paint Testing and Abatement. The Subrecipient acknowledges that housing assisted with CDBG funds constitutes "HUD-associated housing" for the purpose of the Lead-Based Paint Poisoning Prevention Act and agrees to meet all requirements of that Act and §570.608.

L. Project Completion. The Subrecipient shall notify the City in writing of the substantial completion of each project. Upon receipt of a notice of substantial completion, the City will conduct an inspection of the property and provide the Subrecipient with any conditions to correct

M. Reversion of Assets. Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG-CV funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-CV funds in excess of $25,000 is either:

1. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) for the Period of Service; or

2. Not used in accordance with subsection 1 above, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

N. Breach of Contract. If the Subrecipient or a Program Beneficiary who benefits from a CDBG-assisted project does not comply with: 1) federal regulations governing CDBG-assisted projects, 2) the terms of this Agreement, or 3) the terms of the CDBG Regulatory Agreement, and the Subrecipient fails to cure non-compliance within thirty (30) days after written notice from the City to Subrecipient, then this failure to cure non-compliance constitutes an Event of Default, as detailed in Article IX. The Subrecipient acknowledges its obligation, in an Event of Default, to repay the City the CDBG funds that are identified with noncompliance, in an amount determined solely by the City. The amount of the obligation to repay is not necessarily pro-rated to the period or scope of non-compliance, and therefore, Subrecipient acknowledges it may need to repay back all funds and not only a portion.

O. The administrative office of the Subrecipient is **601 S. Norman Francis Parkway, New Orleans, LA 70119.**

P. **Key Personnel.** The Subrecipient identifies the following key personnel to provide the services:

1. <u>Project Administration and Operations</u>: Loyce P. Wright, President

2. <u>Change to Key Personnel</u>: The Subrecipient shall notify the City in writing of any change of the above listed "Key Personnel." The City retains the right to reject any

such substitution within 30 days of receipt of written notice of substitution.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Subrecipient represents and warrants to the City that:

1. The Subrecipient, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Subrecipient has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Subrecipient is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement;

4. The Subrecipient is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Subrecipient's performance of this Agreement;

5. The Subrecipient has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Subrecipient is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Subrecipient's most favored customer for the same or substantially similar services;

8. The Subrecipient has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by the Subrecipient's representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE III – THE CITY'S OBLIGATIONS

The City agrees to take on the following obligations:

A. Project Funding. The City will provide up to **Two Hundred and Fifty Thousand Dollars ($250,000.00)** to the Subrecipient for eligible project costs in the form of an Office of

Community Development (OCD) Forgivable Loan, subject to repayment terms detailed in Article IV.

B. Provision of Technical Assistance. The City agrees to provide technical assistance or assist Subrecipient to obtain technical assistance, as requested and necessary, which will aid Subrecipient in performing its functions under this Agreement.

C. Provision of Forms and Documents. The City will provide forms and documents for use in carrying out activities under this Agreement. Review and certify, as applicable, all documents regarding program assistance that shall be provided by the Subrecipient.

ARTICLE IV - DURATION AND TERMINATION

A. Duration. The term of this Agreement shall commence upon the Effective Date and terminate upon the expiration of the ten-year Period of Service, as defined in the Regulatory Agreement between the Parties. All indemnification obligations of the Subrecipient and all other provisions in this Agreement which provide they shall survive at termination of this Agreement shall remain in full force and effect, notwithstanding such termination.

B. Extension. This Agreement may be extended with additional funding for the activities described in this Agreement, provided the Subrecipient has met or exceeded the requirements of this Agreement.

C. Termination for Cause. The City shall have the right to terminate this Agreement for cause, effective thirty days after written notice of Subrecipient's material noncompliance, if such noncompliance persists throughout such period. Notwithstanding the terms of Article IX, in the event that the City determines that the Subrecipient has breached this Agreement, the City may give the Subrecipient notice of the default causing the breach and provide a reasonable time and opportunity for the Subrecipient to cure the default.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. Notice. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations, or requirements.

F. Remedies for Non-Compliance. If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as described in § 200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

ARTICLE V – REPAYMENT TERMS

A. Repayment Terms.

1. The Subrecipient must own the Property for the duration of the service period, which is ten (10) years from: (i) the issuance of the Certificate of Occupancy, and (ii) the beginning of the City-approved services detailed in the CAD (the "**Period of Service**"). Should the Subrecipient transfer the Property during the Period of Service to an entity that does not assume the rights, responsibilities, and obligations in this Agreement, the full balance must be repaid immediately to the City. The Property cannot be sold for less than the appraisal value as of the date of sale unless the full balance is paid in full at closing.

2. Subrecipient understands and acknowledges that the funds provided shall be used exclusively for services and activities specified in the Contract Analysis Document and Project Description and Reporting Document for CDBG-CV Public Facility Projects and shall not be used to cover any other overhead or general operating expenses of Subrecipient.

3. The funds disbursed under this Agreement shall be secured in the form of a Secured Promissory Note and Mortgage with a term co-terminus with the Use Restrictions for ten (10) years from the date of the completion of the construction of the Project Facility, as detailed in the Regulatory Agreement executed by and between the City and Subrecipient. The first anniversary date of the Loan shall be: (i) one year after the rehabilitation to the Property Facility are completed as evidenced by the date of issuance

of the certificate of use and occupancy by the Department of Safety and Permits of the City of New Orleans, and (ii) the full commencement of the City-approved services detailed in the CAD. On each anniversary date of the Loan, a sum of not more than Twenty-Five Thousand Dollars Even ($25,000.00) will be forgiven from the then outstanding principal balance of the Loan securing the funds, subject however, to the condition that should for any reason the Subrecipient sell, alienate, or otherwise convert the Project into a use ineligible for a Community Development Block Grant or deviating from its expressly approved use, then the outstanding principal balance of the Loan will become immediately due in full, payable in cash to the City.

4. Furthermore, it is expressly understood and agreed upon by Subrecipient that City may withhold part or all of forgiven portion provided under this Agreement in order to settle any questioned expenditures or ineligible costs incurred by Subrecipient under this Agreement or by Subrecipient in operation of performance of any previous contract involving the Community Development Block Grant (CDBG) -CV Program operated by Subrecipient, which City and/or the U. S. Department of Housing and Urban Development (HUD) may deem ineligible or unallowable relative to the said previous contract(s), provisions, and/or rules and regulations applicable to the CDBG Program.

B. Miscellaneous.

1. Maturity. The Loan shall mature on the Maturity Date (as defined in the Note).

2. Discretion to Extend Period of Service. It is specifically understood, agreed and acknowledged by Subrecipient that if Subrecipient or the Project at any time fall out of compliance with the requirements stipulated in the CDBG-CV Regulatory Agreement, and/or other Loan Documents, the City has the right and option in addition to, and not to the exclusion of any of its other remedies provided for herein or in the other Loan Documents (including the right to accelerate the Maturity Date of the Loan), to extend the Period of Service by a period of time equal to or greater than any period of non-compliance. It is further understood and agreed that the burden of proving compliance with (and providing documentation and evidence of compliance with) the requirements stipulated in the CDBG-CV Regulatory Agreement and other Loan Documents is on Subrecipient.

3. Security. Repayment of the Loan and Subrecipient's other obligations under this Agreement and the CDBG-CV Regulatory Agreement shall be secured by the mortgage lien on and security interest in the Mortgaged Property described in the Mortgage.

4. Note. The Loan shall be evidenced by the Note.

ARTICLE VI – THE SUBRECIPIENT'S LIMITATIONS

A. Due on Sale or Transfer.

1. The Subrecipient hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of the City, which consent shall be in the City's sole but reasonable discretion. Absent the City's written consent and subject to the terms of this Section A, 100% of the Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon any sale or refinancing of the Project. The City may, in its sole but reasonable discretion, allow the transferee to assume the remaining Indebtedness, and/or may accept less than 100% of the amounts then due, but such waiver will not constitute forgiveness of any Indebtedness.

ARTICLE VII -- SOURCES AND USES OF FUNDS

A. Contract Amount. The funds provided to Subrecipient under this Agreement are contingent upon HUD approval and are for the implementation of the CDBG-CV-funded housing program or project described above in Article I and elsewhere herein. **No payments, however, will be made prior to the completion of an Environmental Review.** The Subrecipient understands that the Budget and Cost Control Statement is a generalized estimate of the cost(s) of one or more projects to be subsequently set-up in accordance with this Agreement. The Subrecipient understands that the cost of all individually set-up projects shall not exceed the above contract amount plus other project sources, and that each project shall not exceed OCD's established construction cost limits, unless waived.

B. Use of Funds. The funds shall be utilized for the sole purpose of rehabilitation costs for a comprehensive resource center, providing essential services to individuals and families in the community to the public in strict accordance with the Community Development regulations to provide services to residents of which at least 51% are of low and moderate income.

C. Request for Disbursement of Funds. In accordance with 24 CFR 85.21 or §570.502(b)(3)(i), as applicable, Subrecipient will not request disbursement of funds in connection with the implementation of a CDBG-CV-funded project until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed for the actual eligible project cost expended or anticipated. All pay requests must be submitted on the OCD Cost Control Statement form available from OCD, and properly supported with documentation.

D. Conditions to be Met Prior to the Disbursement of any Draws. Prior to the disbursement of any draws, the following conditions must be satisfied in the sole and absolute discretion of the City:

1. The City shall have received executed originals of all of the Loan Documents (including a Loan disbursement statement), in form and substance acceptable to the City.

2. Commencement of construction of the Project has occurred or will occur within sixty (60) days after the date of Closing which shall be evidenced by the issuance of the notice to proceed.

3. The City shall have received from the Subrecipient a copy of the construction budget and line item breakdown of Total Development Costs, including hard and soft costs, along with a sources and uses of funds in the amount of the Total Development Costs, a draw schedule and estimated development timing assumptions.

4. The City shall have received certificates of insurance as to Builder's Risk and Hazard Insurance in completed value form with extended coverage in the amount of the full value of the Project, as completed, but which shall, in any case, include such insurance coverage sufficient to meet the standards established in Part V, Section 106 of the Fannie Mae U.S. Guide, effective November 3, 2003, as amended from time to time. Such certificates of insurance shall be issued by a company satisfactory to the City, duly endorsed to show the interest of the City under a standard non-contributing mortgagee clause addressed to the City. The policy shall also provide that such policy will not be canceled without thirty (30) days' notice to the City. Subrecipient agrees that the City shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums. Any funds advanced to continue the policies in full force and effect shall be considered as Draw Requests hereunder and shall bear interest from the date of disbursement at the Default Rate and payment of said funds and interest shall be secured by the Mortgage.

E. Reversion of Funds. The Subrecipient agrees that the funding provided hereunder must be committed to specific projects and expended within the time periods established by the CDBG-CV regulations or said funding may be withdrawn by the City.

ARTICLE VIII – RESTRICTIONS ON USE

A. Nonrecourse Loan.

1. Notwithstanding anything to the contrary contained in this Agreement, neither Subrecipient nor any of its managing or investor members or affiliates shall have any personal liability under the Loan Documents for the repayment of the Indebtedness or for the performance of any other obligations of Subrecipient under the Loan Documents, and the City's only recourse for the satisfaction of the Indebtedness, and the performance of such obligations shall be to exercise its rights and remedies with respect to the Mortgaged Property and any other collateral held by the City as security for the Indebtedness and to enforce any guarantees. This limitation on Subrecipient's liability shall not limit or impair the City's enforcement of its rights against any and all Guarantors guaranteeing any indebtedness or obligations of Subrecipient.

2. Subrecipient shall become personally liable to the City for the repayment of any portion of the Loan then outstanding equal to any loss or damage suffered by the City as a result of:

a. failure of Subrecipient to pay to the City upon demand, after an Event of Default, all rents, revenues and profits from the operation of the Project to which

the City is entitled under the Mortgage, and the amount of all security deposits collected by Subrecipient from tenants then in residence; or

b. failure of Subrecipient to apply all insurance proceeds and condemnation proceeds as required by the Loan Documents; or

c. failure of Subrecipient to comply with the requirements in the Mortgage relating to the delivery of books and records, statements, schedules and reports; or

d. failure of Subrecipient to pay all deductibles required under any of the insurance policies required to be maintained under the Article on Insurance of this Agreement.

3. Subrecipient shall become personally liable to the City for the repayment of the Loan amount then outstanding plus default interest at the Default Rate from the date of default, due upon the occurrence of any of the following events:

a. misappropriation of Loan proceeds by Subrecipient; or

b. fraud or any written material misrepresentation by Subrecipient or any officer, agent, director, partner, member or employee of Subrecipient in connection with the Application, the Loan Documents, or any request by the City; or

c. Subrecipient's acquisition of any property or operation of any business not permitted by the Mortgage Agreement; or

d. or a Transfer that is an Event of Default under the Mortgage or CDBG Regulatory Agreement; or

e. failure of Subrecipient to commence rehab of the Project within sixty (60) months of the date of the effective date; subject to force majeure delays; or

f. Subrecipient's failure to maintain compliance with the CDBG Regulatory Agreement in the City's sole and reasonable discretion; or

g. Subrecipient's failure to pay the City the amount due under Article IV.

4. To the extent that Subrecipient has personal liability under this Article, the City may exercise its rights against Subrecipient personally without regard to whether the City has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any Guarantor, or pursued any other rights available to the City under the Loan Documents or applicable law.

B. <u>CDBG Regulatory Agreement</u>.

1. As a condition to disbursement of Loan proceeds, the Subrecipient will be required to execute and deliver to the City the CDBG-CV Regulatory Agreement. The CDBG-CV Regulatory Agreement shall be recorded by the Subrecipient in the Orleans Parish Land Records Office and shall be subordinate only to those liens and encumbrances

agreed to by the City, in its sole discretion.

2. CDBG-CV Regulatory Agreement shall have a stated term of ten (10) years.

3. It is specifically understood and agreed by the Subrecipient that the CDBG-CV Regulatory Agreement will not be terminated upon either i) a pre-payment of the Loan by the Subrecipient, or ii) there has been noncompliance by the Subrecipient and the Project with the requirements stipulated the CDBG-CV Regulatory Agreement and other Loan Documents during the Affordability Period.

ARTICLE IX – DEFAULTS AND REMEDIES

A. Events of Default. The following shall each constitute an event of default under this Agreement (each an "**Event of Default**", and, collectively, "**Events of Default**"):

1. If the Subrecipient fails to make any payments due to the City under the Note, or the other Loan Documents as and when due, and such failure continues for a period of ten (10) days following written notice of such failure of payment to Subrecipient and Guarantor (if applicable) listed in this Agreement;

2. If Subrecipient fails to comply with any regulations governing the award and use of CDBG-CV funds, including, but not limited to, 24 CFR Part 570, or fails to comply with any of the terms and conditions or covenants contained this Agreement or any of the Loan Documents applicable to Subrecipient, and such failure continues for a period of thirty (30) days following written notice thereof to Subrecipient and any Guarantor listed in this Agreement;

3. If at any time any warranty or representation made by Subrecipient in any Loan Document, instrument, agreement, certification or communication submitted by Subrecipient to the City is determined by the City in its sole and reasonable discretion to be materially false, misleading, or incorrect;

4. If any other default occurs under the Loan Documents, and such default is not cured within the applicable cure period set forth in such Loan Document, or if there is no cure period set forth therein, then within thirty (30) days following the date of written notice of such default to Subrecipient listed in Article on Notice of this Agreement.

5. If Subrecipient or any Guarantor defaults under any of the Senior Mortgage Loan Documents, if applicable, and fails to cure the same within the time periods granted in such Senior Mortgage Loan Documents subject to the terms of the Subordination Agreement;

6. If Subrecipient defaults under any other loan, promissory note, project based rental assistance contract, loan agreement, mortgage, indenture, regulatory agreement, security agreement, assignment or other agreement between Subrecipient (or any Guarantor) and the City, and such failure is not cured within any grace or cure period granted therein;

7. The occurrence of any of the events specified in Article VII above;

8. Subrecipient or the Project falls out of compliance with the requirements stipulated in CDBG Regulatory Agreement and the other Loan Documents or fails upon request by the City to provide sufficient documentation to demonstrate compliance with the CDBG Regulatory Agreement and the other Loan Documents; or

9. Subrecipient sells, transfers or otherwise disposes of the Project, or any portion thereof, or refinances any of the Senior Loans, without obtaining the prior written consent of the City except as otherwise provided herein.

B. No Waiver. Failure of the City to declare an Event of Default under this Agreement shall not constitute a waiver of any rights by the City. Any waiver of an Event of Default or forbearance by the City in exercising any right or remedy under this Loan Agreement or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of any other Event of Default or preclude the exercise or failure to exercise of any other right or remedy. Furthermore, the City's election to cure any Subrecipient default shall in no event be construed as a waiver of rights with respect to any other default, past or present. The acceptance by the City of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of the City's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. The City's receipt of any condemnation awards or insurance proceeds shall not operate to cure or waive any Event of Default.

C. Remedies. Upon the occurrence of any Event of Default, the City shall be entitled to terminate this Agreement, enforce Subrecipient's obligations pursuant to specific performance or withhold any further funding and/or exercise all rights and remedies available to it under the terms of this Agreement, the other Loan Documents, and applicable state and federal law, including without limitation, taking any, all, one or some of the following actions in any order it deems appropriate: (a) accelerate the payment of the Note and the Indebtedness; (b) commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the City as a result of the default; (c) exercise any one or more of the actions contained in 24 CFR Parts 84.62(a)(1-5), 85.43 and 85.44; (d) impose sanctions as enumerated in Section 9.0 of the 2019 CDBG-DR Program Description; (e) require the full reimbursement of all funds advanced by the City to the Subrecipient, with default interest at the Default Rate from the date of such default; (f) issue a letter of warning that advises the Subrecipient of the deficiency and notifies the Subrecipient that additional action will be taken if the deficiency is not corrected or is repeated; (g) advise the Subrecipient that additional information or assurances will be required before acceptance of one or more of the certifications required for future CDBG projects; (h) notify the Subrecipient of suspension or termination of funds for the violation of a specific activity; (i) advise the Subrecipient to reimburse the Loan in any amount improperly expended; (j) refrain from extending any further assistance to the Subrecipient until such time as the Project and the Subrecipient are in full compliance; (l) require that Subrecipient replace the Project manager; (m)

withhold funding to Subrecipient and its Affiliates on other CDBG awards; (n) deny any and all future applications by Subrecipient and its Affiliates on future CDBG programs implemented by the City; (o) require such corrective actions as may be specified by the City from time to time; or (p) ignore any period of time for which Subrecipient and the Project have been in compliance and require compliance for a period equal to any interim period of noncompliance. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

D. Notice of Default. The Subrecipient shall promptly notify the City in writing of any condition or event known to the Subrecipient which constitutes an Event of Default under the Note, this Agreement, or any of the other Loan Documents or which, with or without the giving of notice or the lapse of time or both, would constitute any such Event of Default, and of any litigation or threatened litigation.

ARTICLE X -- PROGRAM INCOME PROVISIONS

The Subrecipient understands that after completion of the Agreement any funds derived from the sale of CDBG-CV assisted property shall be considered program income. Determination of program income shall be made in accordance with §570.426, 570.504, and with 570.509(c). No Program income shall be spent without the City's prior approval and must be placed in a segregated account and not be comingled with any other funds. Upon receipt of the funds, a report shall be submitted to the City setting forth the source of the income, the amounts collected, and the balance on hand. The Subrecipient shall remit the Program Income to the City immediately upon request.

ARTICLE XI – CONSTRUCTION CONTRACTS TERMS AND CONDITIONS

The Subrecipient agrees to comply with all applicable provisions *General Terms And Conditions Construction Contracts*, which is marked *Attachment D***,** which is attached hereto and made a part hereof for all purposes.

ARTICLE XII – ACCOUNTING & FINANCIAL TERMS AND CONDITIONS

The Subrecipient agrees to comply with all applicable provisions of *Part III: Terms and Conditions, Accounting and Financial Management Procedures*, which is marked *Attachment E***,** both of which are attached hereto and made a part hereof for all purposes.

ARTICLE XIII – STATEMENT OF ELIGIBILITY

Attached is a *Statement of Eligibility* for this project which is designated as *Attachment F*, which is attached hereto and made a part of the Agreement.

ARTICLE XIV - MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The Subrecipient agrees to maintain all records of all expenditures of CDBG-CV funds provided to it by the City in accordance with §570.506 for **five years** from the official date of the closeout of the federal funding. Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will

be maintained by the Subrecipient in such a manner so that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development and set-up of CDBG projects, and the expenditure of CDBG-CV funds, itemized for each CDBG-CV-funded project undertaken.

B. Monitoring of Records. The Subrecipient acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Subrecipient with CDBG-CV funds. The Subrecipient hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to CDBG-CV-funded projects implemented by the Subrecipient, and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient with CDBG-CV funds. The aforementioned records will be made available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records will be reviewed by the City no less than annually.

ARTICLE XV -- MONITORING OF SUBRECIPIENT PERFORMANCE

A. Monitoring. The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 60 days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of CDBG-CV funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. Reporting. The Subrecipient shall submit regular monthly progress and financial reports to the City, as set forth in *Attachment G.*

C. Failure to Perform or Breach. If the Subrecipient: 1) fails to perform according to the Agreement, 2) breaches the Agreement, or 3) does not comply with Federal Regulations governing CDBG-assisted projects, the City will notify the Subrecipient. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Subrecipient in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Subrecipient for any increase in costs and other damages sustained by the City. Furthermore, the Subrecipient acknowledges its obligation to repay the City the CDBG funds that are identified with the period of noncompliance. The Subrecipient acknowledges that the amount of repayment are not necessarily commensurate with the period of non-compliance, and amount repayment could be up to the total amount of compensation disbursed.

ARTICLE XVI -- JURISDICTION

The undersigned Subrecipient does further hereby consent and yield to jurisdiction of the Louisiana 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 undersigned Subrecipient.

ARTICLE XVII -- AUDIT AND OTHER OVERSIGHT

It is agreed that the Subrecipient or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Subrecipient to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Subrecipient agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

ARTICLE XVIII -- CONVICTED FELON STATEMENT

The Subrecipient swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Subrecipient principal, member, or officer has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

ARTICLE XIX -- NON-SOLICITATION STATEMENT

The Subrecipient swears that it 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 Subrecipient 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.

ARTICLE XX -- INDEMNITY

A. To the fullest extent permitted by law, the Subrecipient will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Subrecipient, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Subrecipient in connection with the performance of work under this Agreement.

B. Limitation. The Subrecipient's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Subrecipient nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Subrecipient has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Subrecipient is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Subrecipient shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE XXI -- INSURANCE

A. In general. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Subrecipient will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Subrecipient's scope of work under the Agreement.

If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Minimum Requirements.

1. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

2. Automobile Liability Insurance with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

3. Professional (Errors and Omission) Liability - As professional services are required under the contract, insurance appropriate to the contractor's profession, with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

4. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

5. Subrecipients shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

6. The obligations for the Subrecipient to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Subrecipient from any liability incurred as a result of their activities/operations in conjunction with the Subrecipients obligations and/or Scope of Work.

7. Subrecipient shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Subrecipients limits of liability that arise from the performance of work under the Contract.

C. <u>Other Requirements.</u>

1. Additional Insured Status: The Subrecipient and all Sub-Subrecipients (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL policies with respect to liability arising out of the performance of this agreement.

2. Additional Insured status can be provided in the form of an endorsement to the Subrecipients insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

3. Subrecipient shall require and verify that all Sub-Subrecipients maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-Subrecipient liability shall be covered by the Subrecipient. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

4. The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

5. Primary Coverage: For any claims related to this agreement, the Subrecipients insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Subrecipients coverage.

6. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Subrecipient must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

7. Waiver of Subrogation: The Subrecipient and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

8. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

9. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

10. Notice: The Subrecipient will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112-Ref.: CEA) the following documents, within 10 calendar days of the City's request: Copies of all policies of insurance, including all policies, forms, and endorsement

11. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

12. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

13. Without notice from the City, the Contractor will: Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

ARTICLE XXII -- NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Subrecipient (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Subrecipient's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Subrecipient will not

discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Subrecipient in any of Subrecipient's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Subrecipient. The Subrecipient agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Subrecipient will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Subrecipients to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the Subrecipient fails to comply with any obligation in this Article, which failure is a material breach of this Agreement; provided Subrecipient is given written notice of such non-compliance and a thirty (30) day period during which to cure it.

ARTICLE XXIII -- INDEPENDENT ENTITY

A. Independent Entity Status. The Subrecipient is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, sub-Sub-recipients or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Subrecipient, as an independent entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Sub-recipient will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Subrecipient, as an independent entity, is contracting with the City under this Agreement and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Subrecipient, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid

holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XXIV - DRUG-FREE WORKPLACE ACT

The Subrecipient agrees to comply with the provisions of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and certifies that it will provide a drug-free workplace. The Subrecipient further certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

ARTICLE XXV – LIVING WAGE

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Subrecipient agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to $16.01. The Subrecipient shall be responsible for confirming the Current Living Wage by visiting https://www.nola.gov/economic-development/workforce-development/.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Subrecipient acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Subrecipient, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall

notify Subrecipients in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City Subrecipients and beneficiaries shall be deemed responsible for violations of this Article by their Subrecipients.

F. Reporting. On or before January 31st and upon request by the City, the Subrecipient shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Subrecipient will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Subrecipient agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Subrecipient, payroll records and employee paychecks; and (ii) that the City may audit such records of the Subrecipient as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Subrecipient fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE XXVI – FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Subrecipient stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Subrecipient must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Subrecipient and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XXVII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. In General. The Subrecipient agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Subrecipient' use of DBE sub-Subrecipients/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all sub-Subrecipients;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Subrecipient or DBE Entities.

C. Cooperation. The Subrecipient shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Subrecipient's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Subrecipient shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Subrecipient.

b. The Subrecipient shall agree to promptly pay sub-Subrecipients, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Subrecipient does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

4. The Subrecipient is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

5. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Subrecipient shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Subrecipient. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Subrecipient may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

6. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

a. for a reason beyond the Subrecipient's control, the Subrecipient is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Subrecipient must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Subrecipient shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE sub-Subrecipients during the performance of the Agreement; or

b. the Subrecipient reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Subrecipient shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE XXVIII -- NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

To the City: Director of Community Development
City of New Orleans
1340 Poydras Street, Suite 1000

New Orleans, LA 70112
&
City Attorney
City of New Orleans
1300 Perdido Street, 5E03
New Orleans, LA 70112

To the Subrecipient: Loyce P. Wright, President
YWCA Greater New Orleans (YWCA)
601 S. Norman Francis Parkway
New Orleans, LA 70119

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XXIX – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

1. *Contract Analysis Document*, Attachment A,

2. *Legal Description*, Attachment B,

3. *Budget & Cost Control Statement*, Attachment C,

4. *Terms and Conditions, Construction Contracts*, Attachment D,

5. *Terms and Conditions, Accounting and Financial Management Procedures*, Attachment E,

6. *Statement of Eligibility*, Attachment F,

7. *Monthly Reporting Requirements*, Attachment G, and

8. *HUD Compliance Provisions*, Attachment H.

B. Conflict. If any Attachment conflicts, in whole or in part, with this Agreement, the terms and conditions of the Attachment will control except as provided by law.

ARTICLE XXX -- ADDITIONAL PROVISIONS

A. Assignment. This Agreement and any part of the Subrecipient's interest in it are not assignable or transferable without the City's prior written consent.

B. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

C. Audit and Other Oversight. The Subrecipient will abide by all provisions of City

Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Subrecipient to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Subrecipient agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Compliance with City's Hiring Requirements - Ban the Box.

1. The Subrecipient agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Subrecipient must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

2. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Subrecipient notice of noncompliance and allow Subrecipient 30 days to come into compliance. If, after providing notice and 30 days to cure, the Subrecipient remains noncompliant, the City may move to suspend payments to Subrecipient, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

4. The Subrecipient will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Sub-recipients to comply with those provisions.

F. Conflicting Employment. To ensure that the Subrecipient's efforts do not conflict with the City's interests, and in recognition of the Subrecipient's obligations to the City, the Subrecipient will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Subrecipient will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Subrecipient's performance of this Agreement. The City will make the final decision whether the Subrecipient may accept the other employment.

G. Construction of Agreement. Neither party will be deemed to have drafted this

Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Subrecipient on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Subrecipient shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Subrecipient fails to meet its contractual obligations.

I. Employee Verification. The Subrecipient swears that it has no employees and shall have no employees during the term of this Agreement. In the event that Subrecipient does have employees, the following shall apply: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all sub-Subrecipients to submit to the Subrecipient a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Subrecipient being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Subrecipient further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Subrecipient will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Subrecipient fails to provide such the requested affidavit or violates any provision of this paragraph.

J. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

L. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by the Subrecipient.

M. No Third- Party Beneficiaries. This Agreement is entered into for the exclusive

benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. Non-Exclusivity. This Agreement is non-exclusive and the Subrecipient may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

P. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by Subrecipient in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Subrecipient's personnel and administrative records, and any tools, systems, and information used by the Sub-recipient to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City, and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Subrecipient's consent and for no additional consideration to the Subrecipient.

Q. Ownership Interest Disclosure. The Subrecipient shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Subrecipient and stating that no other person holds an ownership interest in the Sub-recipient via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Subrecipient fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Subrecipient, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

R. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official

or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Subrecipient, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Subrecipient pursuant to this Agreement without regard to Sub-recipient's otherwise satisfactory performance of the Agreement.

S. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. Solidary Liability. If the Subrecipient consists of more than one natural persons and/or entities, the liability of each of them for the Subrecipient's obligations under the Loan Documents shall be solidary.

W. Sub-Subrecipient Reporting. The Subrecipient will provide a list of all natural or artificial persons who are retained by the Subrecipient at the time of the Agreement's execution and who are expected to perform work as sub-Subrecipients in connection with the Sub-recipient's work for the City. For any sub-Subrecipient proposed to be retained by the Sub-recipient to perform work on the Agreement with the City, the Subrecipient must provide notice to the City within 30 days of retaining that sub-Subrecipient. If the Subrecipient fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Subrecipient, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, insurance, payment, remedies, jurisdiction, program income, affordability and affirmative marketing requirements, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. Special Conditions for HUD Contracts. The **HUD Compliance Provisions** marked as *Attachment H* to this Agreement, are expressly incorporated in the Agreement.

Z. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

AA. Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the programs(s) and/or services funded under this Agreement.

ARTICLE XXXI -- AGREEMENT IS BINDING

This Agreement shall serve as a binding agreement between the City and the Subrecipient.

ARTICLE XXXII -- ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement. For consideration and under the conditions set forth above, agrees to develop the Project as contemplated herein.

ARTICLE XXXIII – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURES CONTAINED ON NEXT PAGE.]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City hereto, through duly authorized representative, has executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

IN WITNESS WHEREOF, the City Council of New Orleans hereto, through duly authorized representative, has executed this Agreement to be effective as of the Effective Date.

CITY COUNCIL OF NEW ORLEANS

BY: _____
JEAN-PAUL MORRELL, PRESIDENT

Executed on this _____ of _____, 2026

IN WITNESS WHEREOF, the Subrecipient hereto, through duly authorized representatives, has executed this Agreement to be effective as of the Effective Date.

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER NEW ORLEANS

BY: _____

LOYCE P. WRIGHT, PRESIDENT

_____

FEDERAL TAX I.D. NO.

TABLE OF ATTACHMENTS

Attachment A	**Contract Analysis Document**
Attachment B	**Legal Description**
Attachment C	**Budget & Cost Control Statement**
Attachment D	**Terms and Conditions, Construction Contracts**
Attachment E	**Terms and Conditions, Accounting and Financial Management Procedures**
Attachment F	**Statement of Eligibility**
Attachment G	**Monthly Reporting Requirements**
Attachment H	**HUD Compliance Provisions**

CITY OF NEW ORLEANS
CDBG PROGRAM

CDBG-CV PUBLIC FACILITY REGULATORY AGREEMENT

This CDBG-CV Public Facility (hereinafter referred to as "**CDBG**") Regulatory Agreement (hereinafter referred to as the "**Agreement**") is made as of the ____ of _____, 2026, by **Young Women's Christian Association of Greater New Orleans** ("YWCA") (hereinafter referred to as the "**Owner"**) and is hereby promulgated to mandate, under penalty of repayment of CDBG-CV funds invested in the project named herein, the Owner's compliance under the CDBG-CV Program that the property and public facility assisted in the Project with CDBG-CV funds awarded by the City of New Orleans (hereinafter referred to as the "**City**") will remain open to the public and used as a comprehensive resource center, providing essential services to individuals and families in the community for the applicable Period of Service as cited elsewhere in this Agreement.

RECITALS

WHEREAS, Owner acknowledges the City has received approval of Community Development Block Grant Coronavirus, Aid, Relief, and Economic Security (CARES Act) (Pub. L. 116-136) funds from the U. S. Department of Housing and Urban Development (HUD) appropriations 2020 (Pub. L. 116-94) and fiscal year 2019 grants under HUD Appropriation Act 2019 (Pub. L. 116-6). to prevent, prepare for and respond to the coronavirus known as COVID-19, pursuant to the authority of Title I of the Housing and Community Development Act of 1974, (the "ACT"), as amended (42 USC 5301 et seq.), to develop viable urban communities including decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income;

WHEREAS, Owner acknowledges that the City administers said CDBG-CV funds in accordance with regulations promulgated thereunder by the United States Department of Housing and Urban Development ("HUD") and contained in Volume 24 Part 570 of the *Code of Federal Regulations* (CFR Part 570); and

WHEREAS, Owner acknowledges that City has provided a forgivable loan of said funds in the amount of $250,000.00 to the Owner, as applicable, in a Loan Agreement executed by and between the City and Owner, effective _____ _____, 2026, to rehabilitate the property, as defined hereinbelow, in accordance with CDBG regulations;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Owner, intending to be legally bound, agrees as follows:

ARTICLE I - PROJECT DESCRIPTION

SECTION 1.1 Project-Specific Provisions

(A) Project Description

(1) Name of Project: CDBG-CV YWCA Facility Redevelopment Project

(2) Address: 601 S. Norman Francis Parkway
City/State: New Orleans, LA 70119

(B) Maximum CDBG Assistance: $250,000.00

(C) Minimum Project Term from Completion Date: 10 years (also known as the Period of Service)

(D) _____ Acquisition Only – with the City's funds.

_____ New Construction Only or Conversion to Rental Property

_____ Moderate/Substantial Rehabilitation Only

__X____ Rehabilitation

(E) Project Construction/Rehabilitation Start: _____, 2026

(F) Estimated or Actual Completion Date: _____, 2026

SECTION 1.2 Definitions

The definitions of terms in this section shall apply throughout this Agreement unless their context clearly requires otherwise:

Act means the Housing and Community Development Act of 1974, as amended.

Agreement means this CDBG Regulatory Agreement.

Application means the Owner's application to the City, along with all submissions, documents and correspondence related thereto, for funding to develop the Project. This includes the approved Activity Budget and Payment Invoices for the Project.

City means the City of New Orleans, a Home Rule municipal corporation.

Completion Date means the date the activity is completed in the disbursement and information system established by HUD.

CDBG funds means those funds provided or to be provided by the City to the Owner pursuant to the terms of this Agreement, as specified in Section 1.1(B) of this Agreement.

CDBG Program means the CDBG Program established by HUD pursuant to the Act.

CDBG Regulations means the regulations contained at CFR Part 570.

HUD means the U. S. Department of Housing and Urban Development.

Loan Agreement means the Agreement between Owner and the City, dated _____, 2025, which provides the CDBG funds used to rehabilitate the property.

Owner means Young Women's Christian Association of Greater New Orleans (YWCA) that holds valid title to, or have a long-term leasehold interest in, the Project developed or to be developed pursuant to this Agreement and the Loan Agreement.

Participating Party means any person, firm, corporation, or public or private entity that has agreed to provide financial or other resources to carry out the Project, and is identified below:

City: City of New Orleans
Attn: Office of Community Development
1340 Poydras Street, Suite 1000
New Orleans, LA 70112
(504) 658-4200; (504) 658-4247 (FAX)

Owner: Young Women's Christian Association of Greater New Orleans (YWCA)
601 S. Norman Francis Parkway
New Orleans, LA 70119
(504) 482-9922

Identification as a "Participating Party" means that the City, in selecting the Owner for the award of City funds, relied in material part upon a representation by the Owner that the parties so identified have completed or will complete a specified portion of the Project or a specific activity necessary for the completion of the Project.

Period of Service means the minimum number of years that the CDBG service requirements apply to the Project. The Owner may agree to a longer period that what is stipulated in the aforementioned citation.

Project Facility means one or more buildings, the site(s) on which the building or buildings is/are located, and any functionally related facilities, as more specifically described in Section 1.1(A) of this Agreement, that are used exclusively and solely for a public shelter for homeless persons for the Period of Service.

Project Site means the land at 601 S. Norman Francis Parkway, New Orleans, LA, 70119 described in the Property Description, which is Attachment A.

Project Term means the Period of Service described in Section 1.1(D) of this Agreement.

Security Agreement means a mortgage or other security device.

Substantive Violation means an Event of Default under Article II of this Agreement, which triggers the obligation of the City to repay HUD the CDBG funds.

SECTION 1.3 Incorporation by Reference

The provisions of the Application, including the certifications and sources and uses and all representations made therein, and all correspondence related thereto, are hereby incorporated by reference into this Agreement, and the contents of the Application and the certifications contained therein shall constitute a material part of this Agreement and shall be deemed to have served as the inducement to the City to award the CDBG-CV funds referred to herein and shall have the same effect as they would otherwise have had if fully set forth herein.

SECTION 1.4 Supplemental Provisions

[Intentionally Omitted.]

SECTION 1.5 Schedule of Attachments

The following attachments are appended to this Agreement and are hereto incorporated by reference:

Attachment A. Legal Description

Attachment B. CDBG Covenants

SECTION 1.6 Use Restrictions

The Property may only be used as a comprehensive resource center, open to the public for the community to provide for services to the residents of the City of New Orleans ("City") the majority (51% or more) of whom are of low or moderate income and must be open to the

public and provide the community services during normal and customary operation hours for facilities of this type (the "Planned Use").

Any Program Income, as that term is hereinafter defined, generated from the use or rental of all or any portion of the Property and the use of such income will be subject to review by City and the Federal Government.

Neither the Property nor any Program Income may be used for religious purposes or to promote religious interests. All activities conducted on the Property shall be in compliance with all federal laws and regulations.

ARTICLE II - PROJECT DEVELOPMENT AND MANAGEMENT

SECTION 2.1 General Provisions

(A) The Owner's obligations shall be enforced through, among other things, this Agreement, the CDBG Covenants set forth in Attachment B as covenants running with the land. The covenants shall be in effect for at least the Project Term and shall be binding upon the Owner and its successors, assigns, heirs, grantees or lessees to the land or the Project for the Project Term, unless earlier terminated in accordance with the provisions set forth in the CDBG Covenants as Attachment D of this Agreement.

(B) The Owner shall execute a Secured Promissory Note and Multiple Indebtedness Mortgage (the "**Security Instruments**") which shall secure the Owner's compliance with its obligations under this Agreement, the Loan Agreement, and the CDBG Program Regulations. The terms of the Security Instruments shall evidence that the CDBG-CV funds may become a debt which must be repaid in the event of Substantive Violations of this Agreement or any other contract, security instrument, or such other document incorporated herein by reference or attached hereto. All of the terms, conditions and provisions of the Security Instruments are, by reference thereto, incorporated herein as part of this Agreement.

(C) Although the City's funds are used for the rehabilitation of the Property, the Owner's performance will be monitored by the City throughout the entire Project Term, which, if necessary, will take legal action, as appropriate, to enforce the CDBG Covenants and compliance with the Owner's responsibilities under this Agreement.

(D) Any duly authorized representative of the City shall, at all reasonable times, be granted access by the Owner to any portion of the Project.

(E) Consistent with Executive Orders 11625, 12432 and 12138, the Owner has prepared, and shall implement and maintain a minority and women-owned business development plan which contains specific measurable goals and an affirmative strategy to promote awareness and participation by such businesses in the contracting and procurement activities generated by the Project.

(F) The Owner shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); Section 504 of the Rehabilitation Act of 1973,

29 U.S.C. 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

SECTION 2.2 Development Phase

(A) The Owner shall carry out its obligations in accordance with CDBG-CV Program regulations and a Loan Agreement dated as of _____, 2026.

(B) Development of the Project shall commence at the time specified in Section 1.1(E) of this Agreement and shall be completed by the time specified in Section 1.1(F) of this Agreement.

(C) The Project shall be developed in accordance with the Housing Quality Standards, if applicable, and applicable State and local building codes, rehabilitation standards, ordinances and zoning ordinances or, in the absence of these codes, with the Southern Building Code; subject, however, the U.S. Secretary of the Interior's Standard for Historic Preservation applicable to properties qualifying for Historic Rehabilitation Tax Credits ("Historic Requirements").

(D) No activity having potential environmental effects shall be undertaken until the City has completed an environmental assessment of the Project in accordance with 24 CFR Part 58.

SECTION 2.3 Management Phase

(A) The City and the Owner agree that nothing contained in this Agreement shall preclude enforcement by the Federal Government of the Act, civil rights statutes, or other provisions of law that apply to the CDBG-CV Program.

(B) If the Project has not yet been completed, upon completion of the Project and resolution of any findings of the final audit, the Owner shall submit to the City a written certification, in the format prescribed by the City, executed by an authorized representative of the Owner, stating that all development-related activities required to be completed by the Owner will be completed as prescribed, and specifying the date of completion and the actual cost to the Owner of labor, materials and necessary services for the construction of physical improvements for the Project.

(C) The Owner shall keep and maintain books, accounts, reports, files, records and other documents relating to the receipt and disbursement of CDBG-CV funds. Any duly authorized representative of the City, at all reasonable times, shall have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Owner, until completion of all close-out procedures respecting this award of CDBG-CV funds and the final settlement and conclusion of all CDBG-CV Program issues.

ARTICLE III - THIRD PARTY CONTRACTS

SECTION 3.1 Labor Standards

If required by 24 CFR §92.354, all laborers and mechanics (except laborers and mechanics employed by a State and local government acting as the principal contractor on the Project) employed in the development of a Project assisted under

the CDBG-CV Program shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a-5, inclusive, and contracts involving their employment shall be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, inclusive. The Owner shall comply with regulations issued under said Act and with other Federal laws and regulations pertaining to labor standards.

SECTION 3.2 Assurance of Governmental Approvals

(A) The Owner warrants that it has obtained, or has reasonable assurance that it will obtain all Federal, State and local governmental approvals and reviews required by law to be obtained by the Owner for the Project. Any such approvals which have not been obtained shall be specified in Attachment F of this Agreement.

(B) The Owner warrants that it has not and shall not take any action which might have an adverse environmental effect, would limit the choices among competing environmental alternatives or might alter environmental premises on which the City's environmental findings were based.

SECTION 3.3 Completion of the Project

If the construction of the Project has not yet been completed, the Owner acknowledges that the City, in selecting the Owner or Sponsor for the award of CDBG funds relied in material part upon the assured completion of the Project and that the Owner assures the City that activities to be completed by the Owner shall be completed as prescribed in the Loan Agreement dated as of _____, 2026.

SECTION 3.4 Maintaining Records, Right to Inspect and Copy

(A) The Owner shall keep and maintain books, accounts, reports, files, records and other documents relating to the receipt and disbursement of CDBG funds; and

(B) Any duly authorized representative of the City, at all reasonable times, shall have access to and the right to inspect, copy, audit, and examine all such books, records and other documents of the Owner, until the completion of all close-out procedures respecting this award of City Funds and the final settlement and conclusion of all CDBG Program issues.

SECTION 3.5 No Assignment or Succession

The Owner acknowledges that a transfer of CDBG funds by the City to the Owner shall not be or be deemed to be an assignment of City funds.

SECTION 3.6 Approval of Amendments

This Agreement shall not be amended in any material respect after its approval and acceptance, without the prior written approval of the City. "Material" shall be defined as anything, in the control of any Participating Party, which cancels or reduces any developmental or financial obligation of any Participating Party by more than ten (10) percent, changes the sites or character of any development activity, or increases any time for performance by a party by more than thirty (30) days.

SECTION 3.7 Disclaimer of Relationships

Nothing contained in this Agreement or in the contract between the parties, nor any act of the City or any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the City.

SECTION 3.8 Conflict of Interest

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of New Orleans, State recipient, or subrecipient which are receiving CDBG-CV funds and (i) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG-CV funds or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-CV-assisted activity, or have an interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

SECTION 3.9 Scope of Article III Provisions

The City and the Owner shall include each of the provisions of Section 3.1 of this Article in their contracts both with Participating Parties and with other persons, firms, corporations, or public or private entities, including contractors and subcontractors that have agreed to provide financial or other resources to carry out the Project.

ARTICLE IV - MISCELLANEOUS

SECTION 4.1 Successors Bound

All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties.

SECTION 4.2 Remedies Not Impaired

No delay or omission by the City in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or Substantive Violation.

SECTION 4.3 Severability

The invalidity of any article, section, subsection, clause or provision of this Agreement, including its exhibits, shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

SECTION 4.4 Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Owner with respect to the matters contained herein and supersedes all prior oral and written Agreements and all subsequent oral Agreements between the Owner and City with respect to such matters.

SECTION 4.5 Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

SECTION 4.6 Table of Contents, Titles and Headings

Any table of contents, the title of any Articles, and headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

SECTION 4.7 Rules of Interpretation

(A) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Louisiana without regard to its conflict of laws provisions.

(B) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(C) Any amendment to this Agreement executed in accordance with Section 3.6 of this Agreement shall have the same force and effect upon the Owner and the City as does this Agreement.

SECTION 4.8. Consideration

The City has allocated CDBG-CV funds to the Project, all for the purpose, among others, of inducing the Owner to construct, rehabilitate acquire, renovate, equip and/or operate the Project. In consideration of the CDBG-CV funds awarded by the City, the Owner has entered into this Agreement and has agreed to restrict the uses to which the Project can be put for the Project Term.

SECTION 4.9 Reliance.

The Owner hereby recognizes and agrees that the representations and covenants set forth herein by the Owner may be relied upon by all persons interested in the Project under the Act. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner, and upon audits, provided by others, of the books and records of the Owner pertaining to occupancy of the Project. In addition, the City may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the City hereunder in good faith and in conformity with such opinion.

SECTION 4.10 Sale or Transfer of the Project.

The Owner hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of the City, which consent shall be conditioned solely upon receipt by the City of (i) evidence reasonably satisfactory to the City that the Owner's purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with, the Owner's duties and obligations under this Agreement and (ii) an opinion of counsel of the transferee that the transferee has duly assumed the obligations of the Owner under this Agreement and that such obligations and this Agreement are binding on the transferee. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 4.10 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Agreement.

SECTION 4.11 Termination.

This Agreement shall become effective as of the date of execution recited above. This Agreement shall remain in full force and effect for a term and period equal to the Project Term. Upon the expiration of the Project Term and termination of all and several of the terms of this Agreement, the parties hereto agree to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

SECTION 4.12 Covenants to Run with the Land.

The Owner hereby subjects the Project (including the Project Site) to the covenants, reservations, and restrictions set forth in this Agreement. The City and the Owner hereby declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the Owners' successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage, or other instrument hereafter executed affecting or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

SECTION 4.13 Burden and Benefit.

The Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. The Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by low income tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the CDBG funds allocation was made by the City.

SECTION 4.14 Uniformity; Common Plan.

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project Site.

SECTION 4.15 Enforcement.

If the Owner defaults in the performance or observation of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the City to the Owner, then the City, acting on the Owner's behalf or on behalf of the City, shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take any one or more of the following steps:

(a) By mandamus or other suit, action or proceeding at law, including injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder;

(b) Have access to and inspect, examine and make copies of all the books and records of the Owner pertaining to the Project;

(c) Take such other action at law as may appear necessary or desirable to enforce the obligations, covenants, and agreements of the Owner hereunder; or

(d) Take such other action at law as may appear necessary or desirable to recoup the CDBG funds or any other remedy the City deems appropriate.

All fees, costs and expenses of the City incurred in taking any reasonable and necessary action pursuant to this Section 4.15 shall be the sole responsibility of the Owner, and the Owner, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to the City, a lien on the Project.

SECTION 4.16 Recording and Filing.

The Owner shall cause this Agreement, all amendments, and supplements hereto and thereto, to be recorded and filed in the Orleans Parish Land Records Office and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

SECTION 4.17 Governing Law.

This Agreement shall be governed by the laws of the State of Louisiana and such Federal laws and regulations as may be applicable to the enforcement of this Agreement under the Act and CDBG Regulations, including the enforcement of this Agreement by tenants and/or former or prospective tenants of the Project.

SECTION 4.18 Non-Solicitation Statement

The Owner acknowledges and agrees that he/she has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the Grant Agreement that funded the subject rental activity. The Owner has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the subject contract.

SECTION 4.19 Audits and Other Oversight

The Owner understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, 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.

SECTION 4.20 Convicted Felon Statement

The Owner swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

STATE OF LOUISIANA

PARISH OF ORLEANS

IN WITNESS WHEREOF, said appearer, for and on behalf of said Owner, hereunto subscribes his name, together with the said competent witnesses, and me, said Notary, on this _____ day of _____, 2026.

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER NEW ORLEANS

BY: _____
LOYCE P. WRIGHT, PRESIDENT

WITNESSES

_____ _____

_____ _____
Print Name Print Name

_____
NOTARY PUBLIC
Print Name:_____
Bar Roll/Notarial Id. No.:_____
My Commission Expires:_____

STATE OF LOUISIANA

PARISH OF ORLEANS

IN WITNESS WHEREOF, said appearer, for and on behalf of the said City, hereunto subscribes her name, together with the said competent witnesses, and me, said Notary, on this _____ day of _____, 2026.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

WITNESSES

_____ _____

_____ _____
Print Name Print Name

_____
NOTARY PUBLIC
Print Name: _____
Bar Roll/Notarial Id No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the City Council of New Orleans appears herein to acknowledge and agree to the provisions of this Mortgage, in the presence of the undersigned witnesses and Notary Public.

CITY COUNCIL OF NEW ORLEANS

By:_____
JEAN-PAUL MORRELL, PRESIDENT

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

Executed on the ___ day of _____, 2026.

_____
Notary Public

Print Name:_____

Bar Roll/Notary No._____

My Commission Expires:_____

Sewerage and Water Board of New Orleans

625 St. Joseph Street
New Orleans, LA 70165

July 07, 2026

(via electronic email)
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Legislative Storm Report – July 5, 2026

Dear Clerk of Council:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: *"In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty-eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish."*

This report is being submitted for the flash flood warning that was issued for the New Orleans area on July 5, 2026. We request that this communication be received at the next regular meeting of the City Council.

If you have any questions or concerns regarding this correspondence, please contact me at your convenience.

Sincerely,

Kaitlin Tymrak, P.E., General Superintendent

Enclosures

cc: Hon. Jean Paul "JP" Morrell (via Electronic Mail)
Hon. Aimee McCarron (via Electronic Mail)
Hon. Lesli Harris (via Electronic Mail)
Hon. Freddie King III (via Electronic Mail)
Hon. Eugene J. Green (via Electronic Mail)
Hon. Jason Hughes (via Electronic Mail)
Hon. Matthew Willard (via Electronic Mail)
Hon. Helena Moreno (via Electronic Mail)
Orleans Parish Legislative Delegation (via Electronic Mail)
Erin Spears, CURO (via Electronic Mail)

The Sewerage & Water Board

OF NEW ORLEANS

625 ST. JOSEPH STREET

504.529.2837 OR 52.WATER

www.swbno.org

July 7, 2026

Dear Mayor Moreno, Honorable Members of the New Orleans City Council, and Orleans Parish Delegation:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: "*In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish.*"

A Flash Flood Warning was issued for the afternoon and early evening of July 5, 2026 due to scattered thunderstorms capable of producing heavy rain that moved through the area. SWBNO's pumping and power equipment before and during the events is detailed below.

STORM IMPACTS

Thunderstorms began in the late morning hours in the New Orleans metro area and continued intermittently until 8 PM. The highest recorded accumulation was 2.45 inches at DPS 1 in Broadmoor. The average accumulation across affected stations was 1.34 inches. The highest rainfall intensity was 5.52 inches/hour at DPS 1 in Broadmoor. The average rainfall intensity across the network was 3.01 inches/hour.

The RTCC reported several locations of water pooling in low-lying streets, which drained within several hours.

PUMPING AND POWER

Below is the status of SWBNO's pumping and power equipment at the outset of the event.

Drainage Pumps:

A total of 87 of 93 drainage pumps were reported in service at the outset of the event.

DPS 6: **F pump is out of service due to a motor bearing repair needed. RTS anticipated in the second quarter of 2026.**
11 additional pumps are available at this station

DPS 13: **No. 4 pump (diesel pump) is for emergency use only. Additional drainage funding is needed to move forward with repairs.**

No. 6 pump is out of service as of March 2026.
4 additional pumps are available at this station, including two large (1000 cfs) pumps and two smaller (250 cfs) pumps

DPS 14: **No. 1 pump is out of service due for maintenance and motor repairs, RTS anticipated in second quarter of 2026.**
3 additional pumps are available at this station
Note that drainage from this area can also be addressed by DPS 10, DPS 16, and Dwyer DPS via the Morrison Canal.

DPS 18: **Pump No. 1 and No. 2 out of service as of February 2026 and June 2026, respectively.**
A total of 4 temporary pumps have been installed at this location.

For reference, maps showing the tributaries (i.e. drainage areas) for each pumping station are included on the Pumping and Power Dashboard (https://www.swbno.org/Projects/PumpingandPower), which are included as reference maps at the end of this report.

At DPS 1, some of the pumps took longer than normal to begin pumping due to an electrical issue with the vacuum system. Two pumps were operation for approximately an hour before other pumps were able to begin pumping. The vacuum system has been inspected and repaired.

There was an Entergy outage in New Orleans East that impacted DPS 16 location. The backup generator at that location was used to provide power for the pumps and there were no drainage impacts.

Underpass Stations:

At UPS Old Carrollton, which services the Carrollton Ave/Interstate I-10 underpass, all three regular pumps are out of service. A temporary pump is installed at this location.

At the Carrollton/I-10 underpass, the temporary rental pump at that location went out of service after the majority of rain had passed. The underpass station remained passable throughout the rain event. The temporary pump was replaced later that evening.

Power:

Static Frequency Changers #1 and #2 were used for this event, with the Entergy substation used as the power source for the event. There were no power issues for this event.

Unit*	**Frequency**	**Capacity in MW**	**Available**
Static Frequency Changer #1	25 Hz	22 MW	22
Static Frequency Changer #3	25 Hz	22 MW	22
Static Frequency Changer #2	25 Hz	22 MW	22
T5	25 Hz	20 MW (17.5 MW revised capacity)	0 (out of service)
Carrollton Frequency Changers 1&2	Converts 60 to 25Hz	8.5 MW	8.5
Station D Frequency Changers 3&4	Converts 60 to 25Hz	12 MW	6 (FC#4 out of service)
West Bank Power Complex (Algiers Water Treatment Plant)	Converts 60 to 25Hz	2.5 MW	0 (out of service)
Five EMDs	25Hz	12.5 MW (total) 2.5 MW (each)	12.5
Plant Frequency Changer via T6	Converts 60 to 25Hz	3.75 MW	0 MW (RTS to be determined)

Unit*	Frequency	Capacity in MW	Available
		Total 25 Hz:	**93 MW**
T6	60 Hz	22 MW	
T7	60 Hz	20 MW	

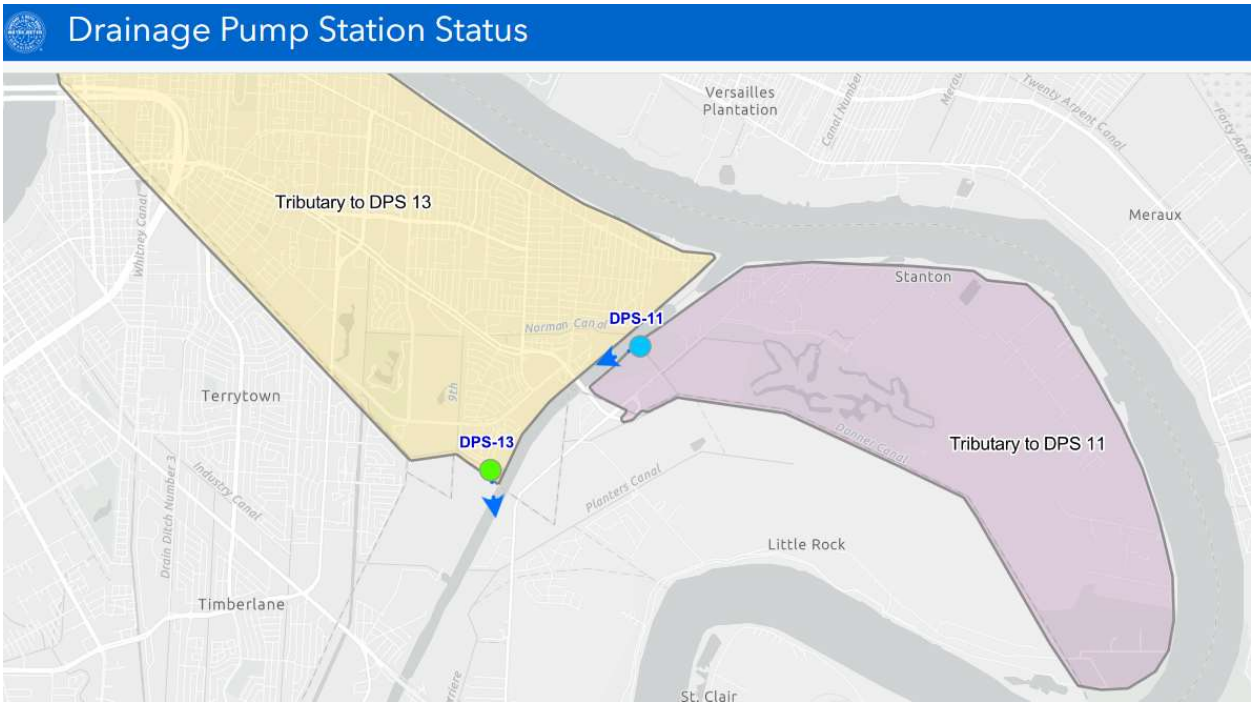
*Turbine 4 has been permanently removed from service.

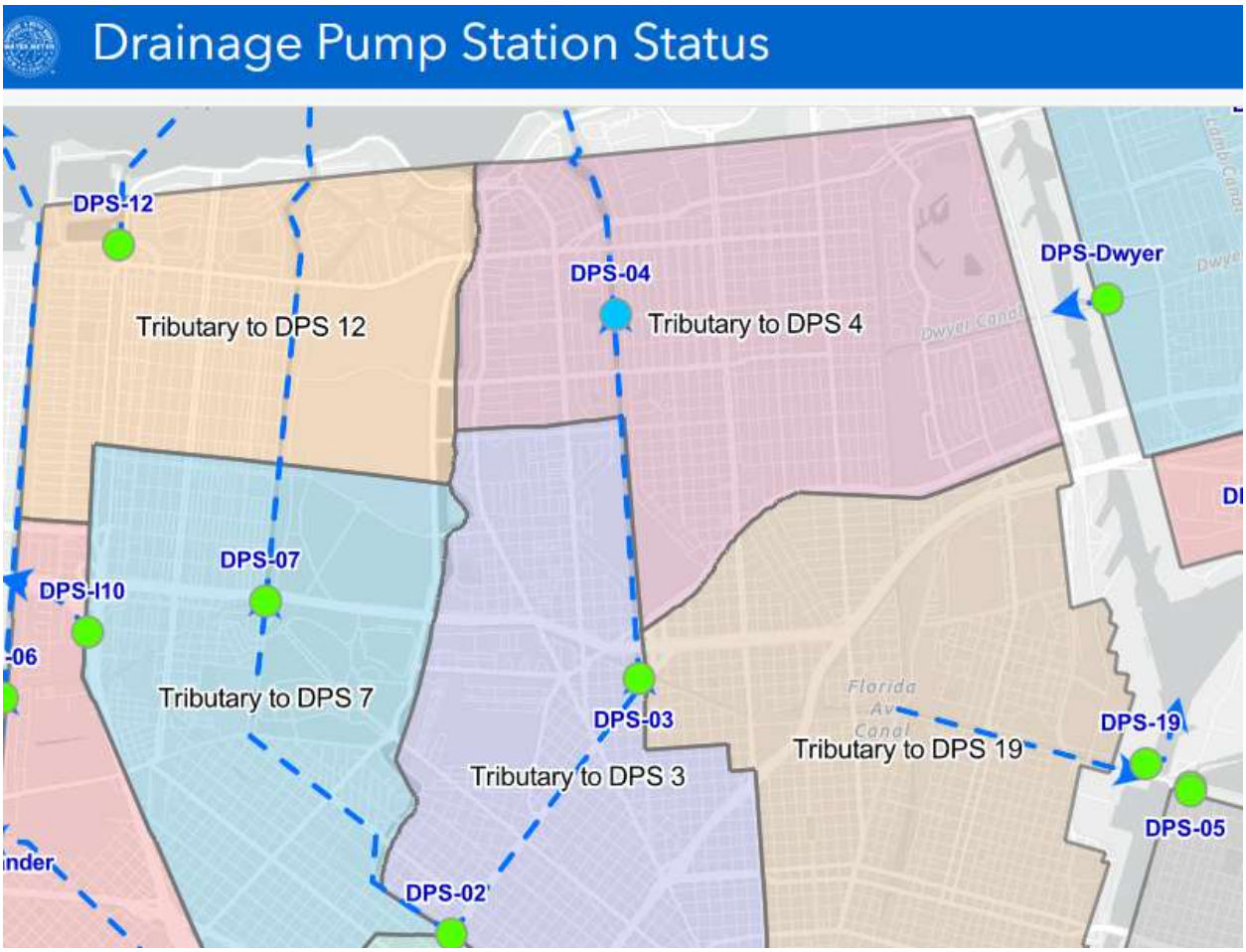
STAFFING

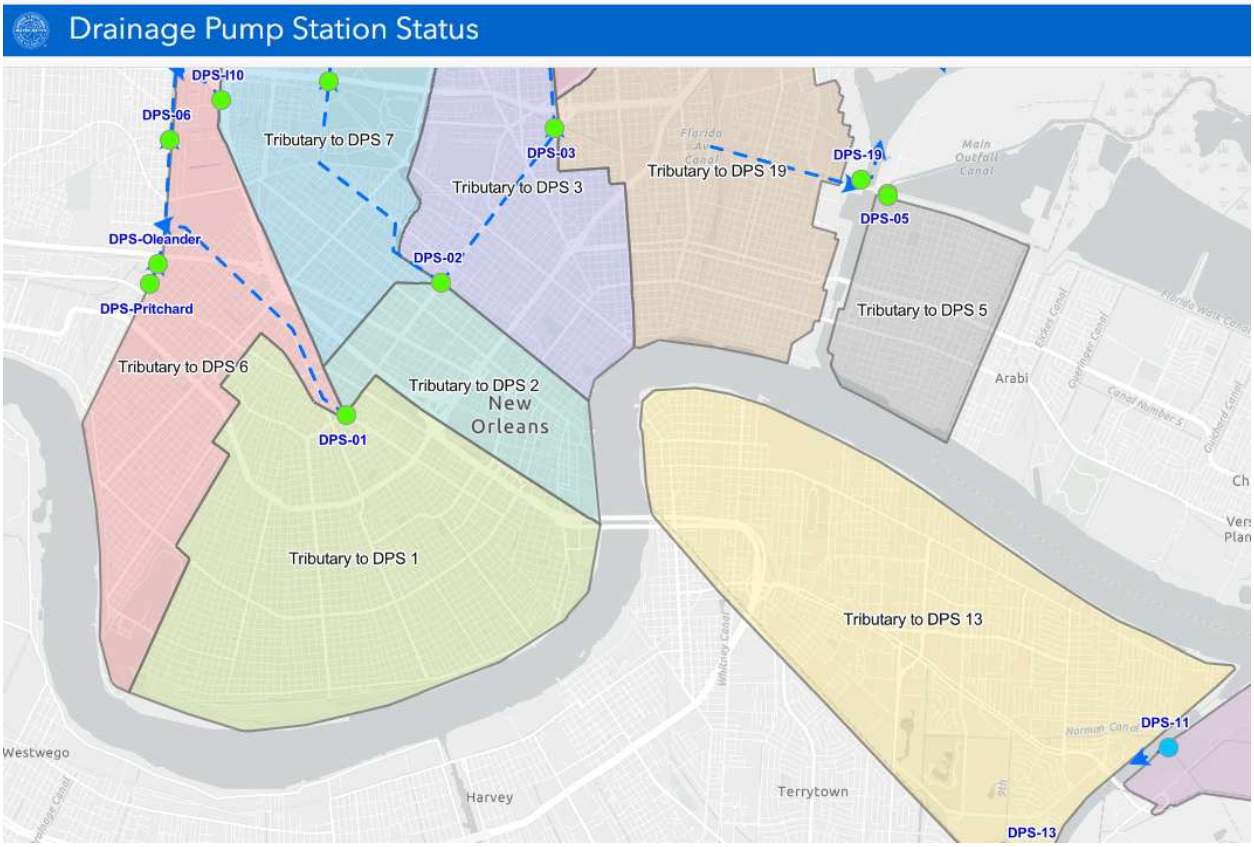
Of New Orleans' 24 drainage pumping stations, some are staffed, some run remotely, and some are staffed as circumstances dictate. For this event, all stations were staffed appropriately.

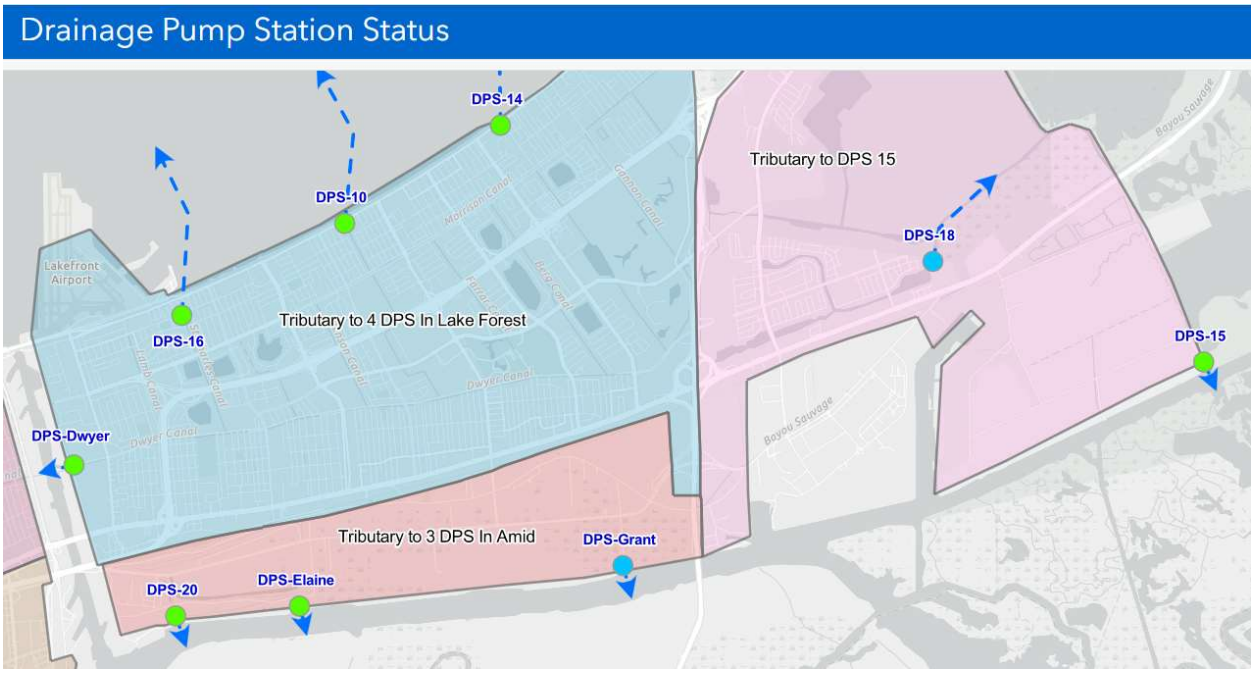
DRAINAGE AREA REFERENCE MAPS

For a complete map, visit https://www.swbno.org/Projects/PumpingandPower




Drainage Pump Station Status
DPS-12
Tributary to DPS 12
DPS-04
Tributary to DPS 4
DPS-Dwyer
DPS-07
DPS-I10
Tributary to DPS 7
DPS-03
Tributary to DPS 3
Tributary to DPS 19
DPS-19
DPS-05
DPS-02


Drainage Pump Station Status
DPS-I10
DPS-06
Tributary to DPS 7
DPS-03
Tributary to DPS 3
Tributary to DPS 19
DPS-19
DPS-05
DPS-Oleander
DPS-02'
DPS-Pritchard
Tributary to DPS 5
Tributary to DPS 6
Tributary to DPS 2
New Orleans
DPS-01
Arabi
Tributary to DPS 1
Tributary to DPS 13
DPS-11
Westwego
Harvey
Terrytown
DPS-13


Drainage Pump Station Status
DPS-14
DPS-10
Tributary to DPS 15
DPS-18
Lakefront Airport
Tributary to 4 DPS In Lake Forest
DPS-16
DPS-15
DPS-Dwyer
Tributary to 3 DPS In Amid
DPS-Grant
DPS-20
DPS-Elaine

Sewerage and Water Board of New Orleans

625 St. Joseph Street
New Orleans, LA 70165

July 10, 2026

(via electronic email)
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Legislative Storm Report – July 7, 2026

Dear Clerk of Council:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: *"In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty-eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish."*

This report is being submitted for the flash flood warning that was issued for the New Orleans area on July 7, 2026. We request that this communication be received at the next regular meeting of the City Council.

If you have any questions or concerns regarding this correspondence, please contact me at your convenience.

Sincerely,

Kaitlin Tymrak, P.E., General Superintendent

Enclosures

cc: Hon. Jean Paul "JP" Morrell (via Electronic Mail)
Hon. Aimee McCarron (via Electronic Mail)
Hon. Lesli Harris (via Electronic Mail)
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The Sewerage & Water Board

OF NEW ORLEANS

625 ST. JOSEPH STREET

504.529.2837 OR 52.WATER

www.swbno.org

July 10, 2026

Dear Mayor Moreno, Honorable Members of the New Orleans City Council, and Orleans Parish Delegation:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: "*In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish.*"

A Flash Flood Warning was issued for the early evening of July 7, 2026 due to scattered thunderstorms capable of producing heavy rain that moved through the area. SWBNO's pumping and power equipment before and during the events is detailed below.

STORM IMPACTS

Thunderstorms began during the late afternoon and ended around 6 PM. The highest recorded accumulation was 1.90 inches at SWBNO's offices on St. Joseph St. The average accumulation across the network was 0.76 inches. The highest rainfall intensity was observed at 6.48 inches per hour, recorded at DPS-2 in Mid-City. The average maximum rainfall intensity across the network was 2.65 inches per hour.

There were no reports of localized pooling or flooding, and the Real Time Crime Center did not open a ticket for this rain event.

PUMPING AND POWER

Below is the status of SWBNO's pumping and power equipment at the outset of the event.

Drainage Pumps:

A total of 87 of 93 drainage pumps were reported in service at the outset of the event.

DPS 6: **F pump is out of service due to a motor bearing repair needed. RTS anticipated in the third quarter of 2026.**
11 additional pumps are available at this station

DPS 13: **No. 4 pump (diesel pump) is for emergency use only. Additional drainage funding is needed to move forward with repairs.**

No. 6 pump is out of service as of March 2026.
4 additional pumps are available at this station, including two large (1000 cfs) pumps and two smaller (250 cfs) pumps

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Note that drainage from this area can also be addressed by DPS 10, DPS 16, and Dwyer DPS via the Morrison Canal.

DPS 18: **Pump No. 1 and No. 2 out of service as of February 2026 and June 2026, respectively.**
A total of 4 temporary pumps have been installed at this location.

For reference, maps showing the tributaries (i.e. drainage areas) for each pumping station are included on the Pumping and Power Dashboard (https://www.swbno.org/Projects/PumpingandPower), which are included as reference maps at the end of this report.

Underpass Stations:

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Power:

Static Frequency Changers #1 and #2 were used for this event, with the Entergy substation used as the power source for the event. There were no power issues for this event.

Unit*	**Frequency**	**Capacity in MW**	**Available**
Static Frequency Changer #1	25 Hz	22 MW	22
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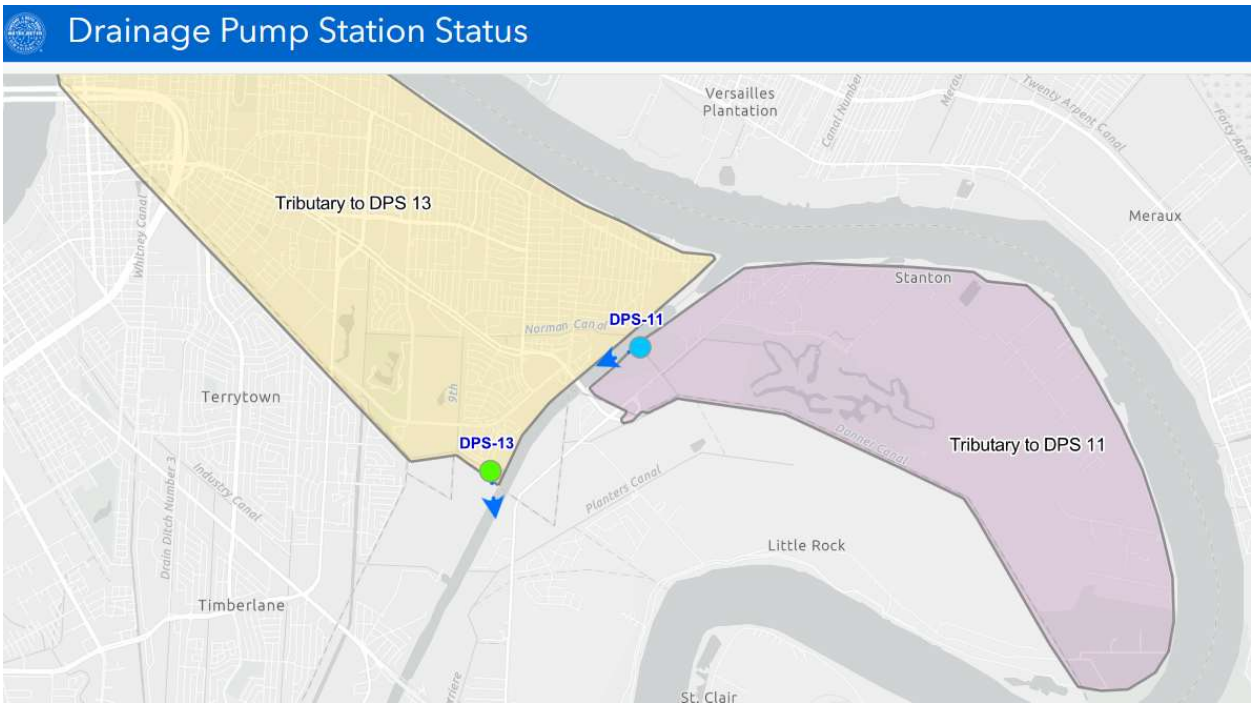
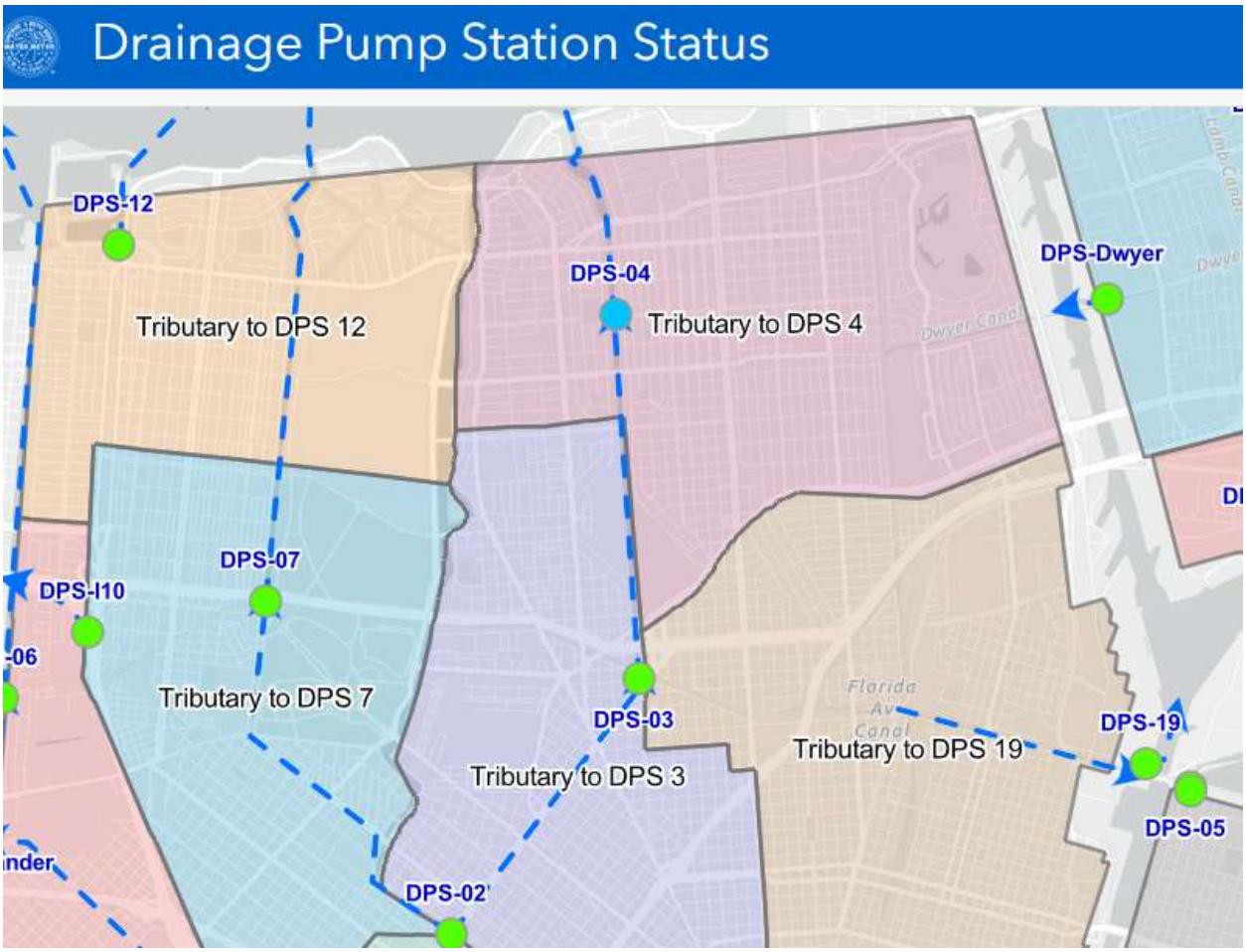
STAFFING

Of New Orleans' 24 drainage pumping stations, some are staffed, some run remotely, and some are staffed as circumstances dictate. For this event, all stations were staffed appropriately.

DRAINAGE AREA REFERENCE MAPS

For a complete map, visit https://www.swbno.org/Projects/PumpingandPower

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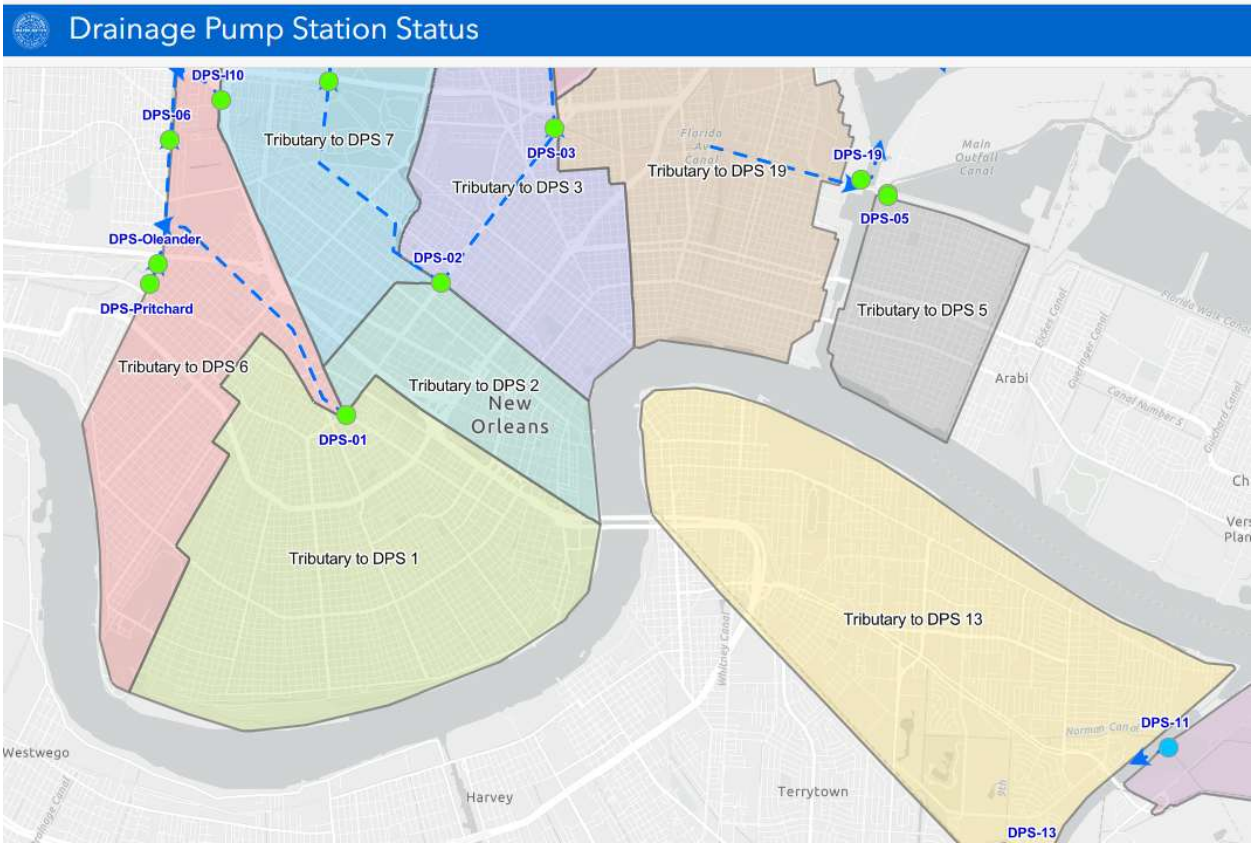
DPS-19
DPS-05
DPS-02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DPS-03
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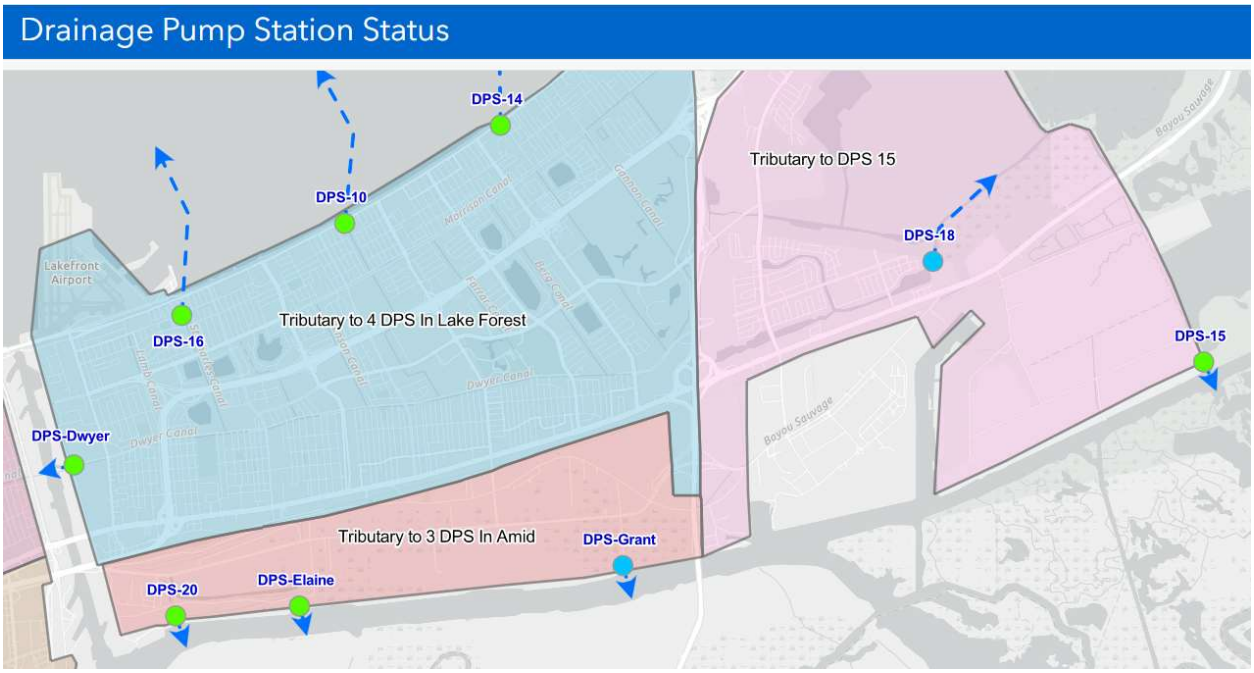
DPS-19
DPS-05
DPS-Oleander
DPS-02'
DPS-Pritchard
Tributary to DPS 5
Tributary to DPS 6
Tributary to DPS 2
New Orleans
DPS-01
Arabi
Tributary to DPS 1
Tributary to DPS 13
DPS-11
Westwego
Harvey
Terrytown
DPS-13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Sewerage and Water Board of New Orleans

625 St. Joseph Street
New Orleans, LA 70165

July 13, 2026

(via electronic email)
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Legislative Storm Report – July 11, 2026

Dear Clerk of Council:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: *"In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty-eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish."*

This report is being submitted for the flash flood warning that was issued for the New Orleans area on July 11, 2026. We request that this communication be received at the next regular meeting of the City Council.

If you have any questions or concerns regarding this correspondence, please contact me at your convenience.

Sincerely,

Kaitlin Tymrak, P.E., General Superintendent

Enclosures

cc: Hon. Jean Paul "JP" Morrell (via Electronic Mail)
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Erin Spears, CURO (via Electronic Mail)

The Sewerage & Water Board

OF NEW ORLEANS

625 ST. JOSEPH STREET

504.529.2837 OR 52.WATER

www.swbno.org

July 13, 2026

Dear Mayor Moreno, Honorable Members of the New Orleans City Council, and Orleans Parish Delegation:

This report is delivered in accordance with Revised Statute 33:4091, Section F, which states: "*In addition to the other requirements of this Section, the board shall send a report, by electronic mail, to the members of the Orleans Parish legislative delegation and the members of the governing authority of Orleans Parish detailing the pumping and electrical power of its facilities and the available manpower no later than twenty-four hours prior to a hurricane entering the Gulf of Mexico as determined by the National Weather Service and no later than forty eight hours after a flood watch or warning or thunderstorm watch or warning is issued by the National Weather Service for any area of Orleans Parish.*"

A Flash Flood Warning was issued for the afternoon of July 11, 2026 due to scattered thunderstorms capable of producing heavy rain that moved through the area. SWBNO's pumping and power equipment before and during the events is detailed below.

STORM IMPACTS

Thunderstorms began during the early afternoon and ended around 3 PM. The highest recorded total rainfall accumulation was 3.94 inches at DPS-6/Lakeview. The Uptown, Carrollton, Mid-City, and Lakeview areas recorded the highest amounts of rainfall, with 3.5 inches in one hour recorded at Central Control at Carrollton Water Plant and DPS 6 on the Orleans/Jefferson Parish line. Between 2 and 3 inches was recorded in a single hour at other stations Uptown and Mid-City. These areas experienced intense rainfall, while areas to the east received lesser amounts. The highest recorded peak rainfall intensity was 7.44 inches/hour at Central Control (CWP/Hollygrove). The average rainfall intensity across the network was 3.40 inches/hour.

The total rainfall accumulation, rainfall intensity, and maximum amount of rainfall recorded in one hour for each SWBNO-monitored location is shown in the table below.

Site Name	Address	Neighborhood	Total Rainfall (inch)	Rain Intensity (inch/h)	Peak Rain Hour (inch/h)
Central Control	8800 S. Claiborne Ave.	Hollygrove	3.75	7.44	3.5
DPS-01	2501 S. Broad St.	Broadmoor	2.42	6.72	2.19
DPS-02	444 N. Broad St.	Mid City	2.20	5.28	2.16
DPS-03	2251 N. Broad St.	7th Ward	0.87	3.12	0.85
DPS-04	5700 Warrington Dr.	Gentilly	0.76	2.16	0.75
DPS-05	4841 Florida Ave.	Lower 9th Ward	0.99	3.60	0.98
DPS-06	345 Orpheum	Lakeview	3.94	6.60	3.45
DPS-07	5741 Orleans Ave.	City Park	2.83	5.76	2.8
DPS-10	9600 Hayne Blvd.	New Orleans East - Lakefront	0.04	0.24	0.04
DPS-11	5301 East Sixth St.	Lower Coast Algiers	0.24	1.44	0.24
DPS-12	7223 Pontchartrain Blvd.	Lakeview	2.00	7.20	1.99
DPS-13	4201 Tall Spruce	Algiers	0.80	2.76	0.8
DPS-14	12200 Hayne Blvd.	New Orleans East – Lakefront	0.06	0.36	0.06
DPS-16	7200 Wales St.	New Orleans East – Lakefront	0.06	0.36	0.06
DPS-17	2800 Florida Ave.	St. Roch	0.96	3.12	0.96
DPS-19	4500 Florida Ave.	Upper 9th Ward	0.98	3.60	0.97
DPS-20	6300 Terminal Rd.	New Orleans East – Intracoastal Waterway	0.30	1.32	0.28
St. Joe	625 St Joseph St	Central Business District	1.27	5.88	1.26
WBPC	1107 Pacific Street	Algiers	0.29	0.96	0.28
			MAX : 3.94	MAX : 7.44	MAX : 3.50
			AVG : 1.24	AVG : 3.40	AVG : 1.18

The Real Time Crime Center (RTCC) reported on multiple instances of street flooding during this event, nearly all of which were resolved by 5:00 PM. Significant street flooding was experienced in Hollygrove, Lakeview, City Park, Mid-City, and Uptown, due to the large rainfall accumulation. As noted above, the recorded rainfall accumulation in this area was 3.5 inches in an hour, which exceeds the capacity of the drainage system.

Street flooding in the Hollygrove, lower Lakeview, City Park, and Mid-City areas was exacerbated by the pump stations issues described below.

PUMPING AND POWER

Below is the status of SWBNO's pumping and power equipment at the outset of the event.

Drainage Pumps:

A total of 87 of 93 drainage pumps were reported in service at the outset of the event.

DPS 6: **F pump is out of service due to a motor bearing repair needed. RTS anticipated in the third quarter of 2026.**
11 additional pumps are available at this station

DPS 13: **No. 4 pump (diesel pump) is for emergency use only. Additional drainage funding is needed to move forward with repairs.**

No. 6 pump is out of service as of March 2026.
4 additional pumps are available at this station, including two large (1000 cfs) pumps and two smaller (250 cfs) pumps

DPS 14: **No. 1 pump is out of service due for maintenance and motor repairs, RTS anticipated in third quarter of 2026.**
3 additional pumps are available at this station
Note that drainage from this area can also be addressed by DPS 10, DPS 16, and Dwyer DPS via the Morrison Canal.

DPS 18: **Pump No. 1 and No. 2 out of service as of February 2026 and June 2026, respectively.**
A total of 4 temporary pumps have been installed at this location.

For reference, maps showing the tributaries (i.e. drainage areas) for each pumping station are included on the Pumping and Power Dashboard (https://www.swbno.org/Projects/PumpingandPower), which are included as reference maps at the end of this report.

SWBNO experienced two drainage pumping station issues that contributed to flooding in the Hollygrove, Lakeview, City Park, and Mid-City neighborhoods.

- At DPS 7, water levels were elevated for approximately 1.5 hours.
  - The pumps at this location were in service and available at the outset of the event.
  - Water levels at this station rose over 6 feet in 20 minutes, which is a substantial amount of water in a short period of time.
  - The first pump began operating as expected. While bringing the remaining two pumps online, an error was made in operating the

vacuum system. This resulted in not having any pumps online for approximately 45 minutes.
    - A thorough investigation is underway to understand the sequence of events. Staff training protocols will be reviewed and enhanced as needed.
- At Pritchard Pump Station in Hollygrove, one of the two automatic pumps did not operate as intended.
    - This pump station is not regularly manned. The pumps at this location are designed to come on automatically. The station is inspected regularly and when it is expected to rain. There are two pumps at this location.
    - On Saturday, both pumps came on automatically around 1:15pm. One pump went offline at 1:30pm and had to be restarted by hand at 2:45pm.
    - This resulted in high water levels that impacted the Hollygrove neighborhood for about 2 hours.
    - As a long-term measure, SWBNO is evaluating notification systems to alert staff when automatic pumps go offline.

Underpass Stations:

At UPS Old Carrollton, which services the Carrollton Ave/Interstate I-10 underpass, all three regular pumps are out of service. A temporary pump is installed at this location.

The Carrollton Underpass had to be closed during this event, even though the pump was operating normally. However, when the water levels in the Palmetto Canal are high, it is difficult to pump additional water from the underpass station.

The Marconi/City Park and Canal/I-610 underpasses experienced flooding during the event. The Canal/I-610 underpass also experiences flooding when the adjacent canal levels are elevated.

The Marconi/City Park underpass pump operated as designed throughout the event. However, debris in nearby catch basins temporarily slowed drainage at this location. Crews removed the debris to restore normal drainage.

Power:

Static Frequency Changers #1 and #3 were used for this event, with the Entergy substation used as the power source for the event. There were no power issues for this event.

Unit*	**Frequency**	**Capacity in MW**	**Available**
Static Frequency Changer #1	25 Hz	22 MW	22
Static Frequency Changer #3	25 Hz	22 MW	22
Static Frequency Changer #2	25 Hz	22 MW	22
T5	25 Hz	20 MW (17.5 MW revised capacity)	0 (out of service)
Carrollton Frequency Changers 1&2	Converts 60 to 25Hz	8.5 MW	8.5
Station D Frequency Changers 3&4	Converts 60 to 25Hz	12 MW	6 (FC#4 out of service)
West Bank Power Complex (Algiers Water Treatment Plant)	Converts 60 to 25Hz	2.5 MW	0 (out of service)
Five EMDs	25Hz	12.5 MW (total) 2.5 MW (each)	12.5
Plant Frequency Changer via T6	Converts 60 to 25Hz	3.75 MW	0 MW (RTS to be determined)
		Total 25 Hz:	**93 MW**
T6	60 Hz	22 MW	
T7	60 Hz	20 MW	

*Turbine 4 has been permanently removed from service.

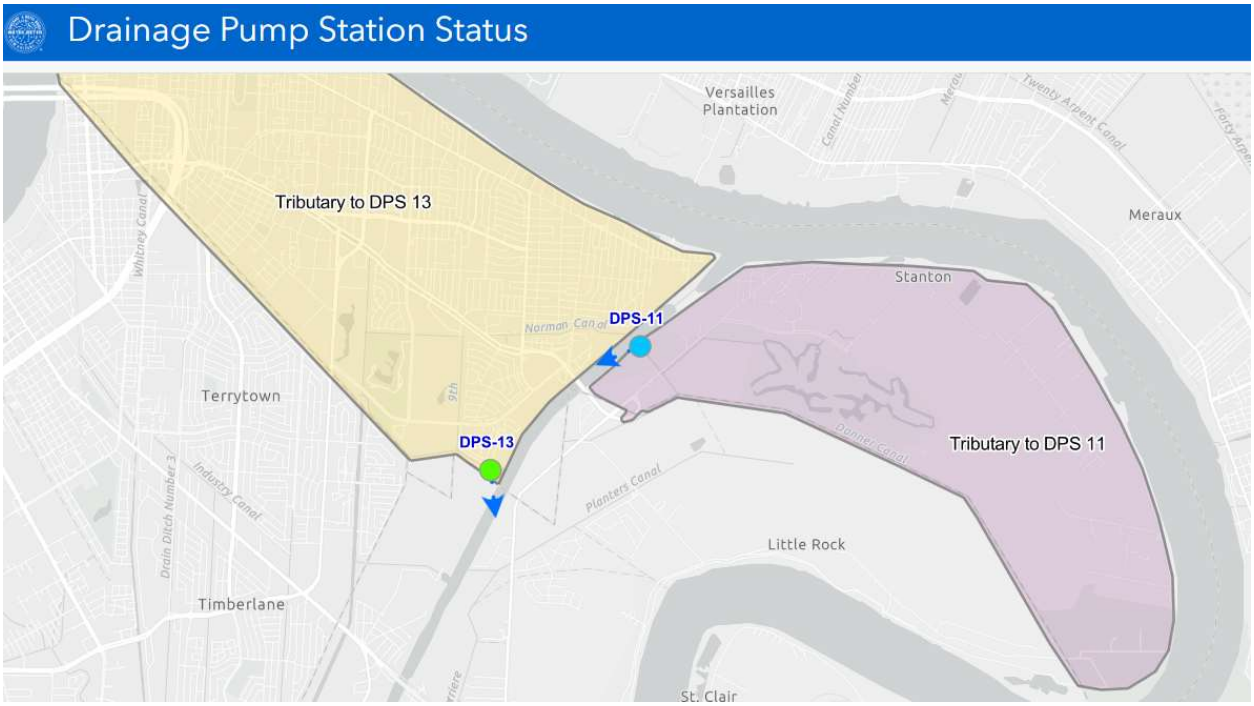
STAFFING

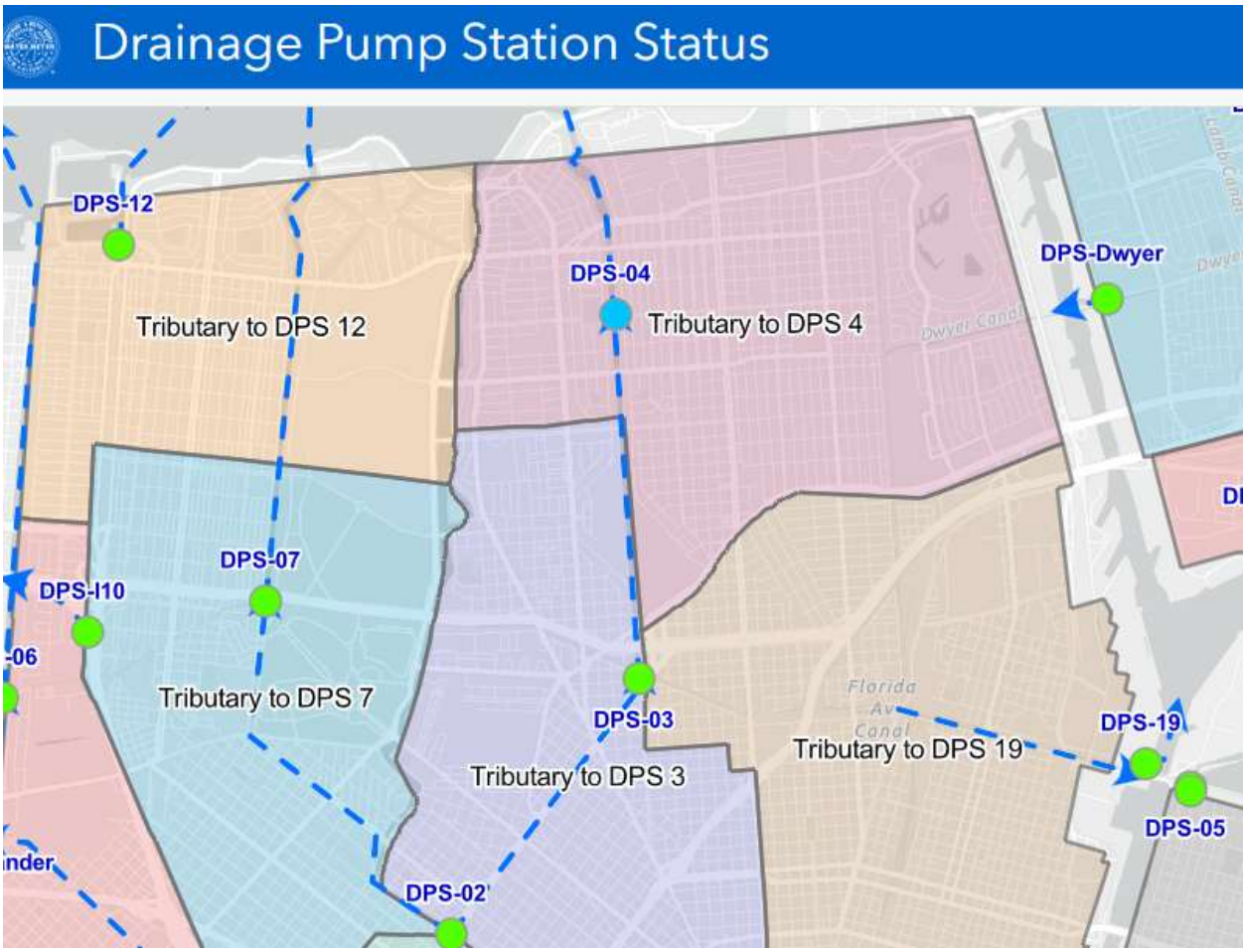
Of New Orleans' 24 drainage pumping stations, some are staffed, some run remotely, and some are staffed as circumstances dictate.

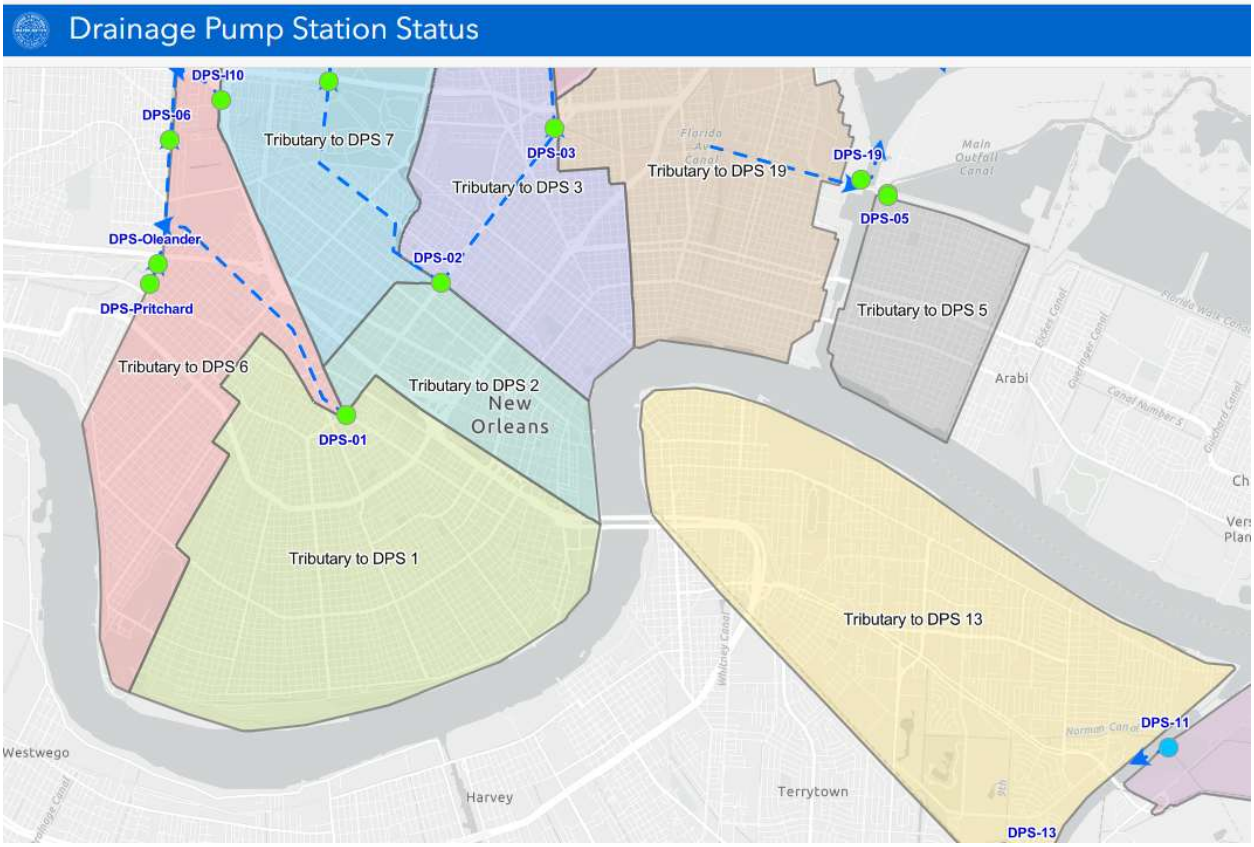
For this event, typical staffing protocols for a rain event were initiated.

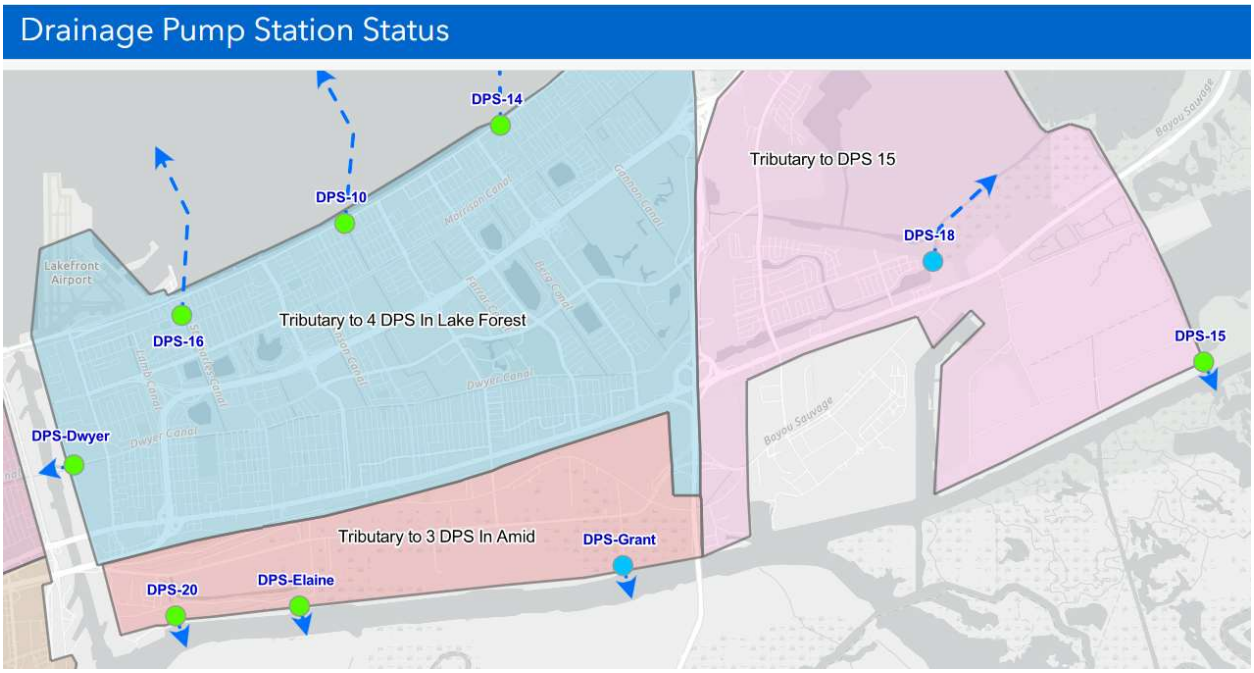
DRAINAGE AREA REFERENCE MAPS

For a complete map, visit https://www.swbno.org/Projects/PumpingandPower




Drainage Pump Station Status
DPS-12
Tributary to DPS 12
DPS-04
Tributary to DPS 4
DPS-Dwyer
DPS-07
DPS-I10
Tributary to DPS 7
DPS-03
Tributary to DPS 3
Tributary to DPS 19
DPS-19
DPS-05
DPS-02


Drainage Pump Station Status
DPS-I10
DPS-06
Tributary to DPS 7
DPS-03
Tributary to DPS 3
Tributary to DPS 19
DPS-19
DPS-05
DPS-Oleander
DPS-02'
DPS-Pritchard
Tributary to DPS 5
Tributary to DPS 6
Tributary to DPS 2
New Orleans
DPS-01
Arabi
Tributary to DPS 1
Tributary to DPS 13
DPS-11
Westwego
Harvey
Terrytown
DPS-13


Drainage Pump Station Status
DPS-14
DPS-10
Tributary to DPS 15
DPS-18
Lakefront Airport
Tributary to 4 DPS In Lake Forest
DPS-16
DPS-15
DPS-Dwyer
Tributary to 3 DPS In Amid
DPS-Grant
DPS-20
DPS-Elaine

Orleans Parish Communication District

Administrators of New Orleans' 9-1-1/3-1-1 System

Board of Commissioners

Chair
Dr. Jennifer Avegno, Director
New Orleans Health Department

Vice Chair
Director Collin Arnold
New Orleans Homeland Security

Secretary
Michelle Woodfork
City of New Orleans (At-Large)

Members
Col. Robert Hodges, Superintendent
Louisiana State Police

Col. Kenneth Donnelly (Ret)
Louisiana National Guard

Dr. Joseph C Dyson, Sr, PhD
City of New Orleans (At-Large)

Jason Hughes, Representative
Stephanie Hilferty, Representative
Louisiana State House

Joseph Bouie Jr, Senator
Louisiana State Senate

Supt. Roman Nelson
New Orleans Fire Department

Supt. Anne Kirkpatrick
New Orleans Police Department

Dr. Meg Marino, Director
New Orleans EMS

Dr. Brobson Lutz
Orleans Parish Medical Society

Thomas Patrias, CEO
LCMC Health

Executive Staff
Karl Fasold, ENP, CPE
Executive Director

July 9, 2026

Ms. Aisha R. Collier, Assistant Clerk
Clerk of Council
1300 Perdido Street, Room 1E09
New Orleans, LA

Good morning Ms. Collier,

Attached please find the Orleans Parish Communication District 06.30.2026 CAO Monthly Report.

If any additional information is required, please do not hesitate to contact me at 504-671-3611.

Regards

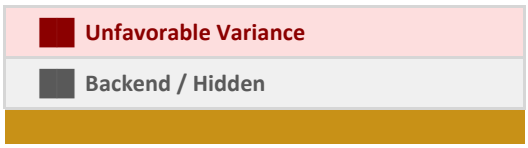
CBRobert

Cassandra B. Robert, MBA
Finance Manager

City of New Orleans — Orleans Pa

Fiscal Year 2026 — Instructions & User

STEP
START HERE — Enter Your Department
Department / Agency Name:
REPORTING PERIOD — Select Month B
Reporting Month:
Reporting Period:
1 | Set Up Your Budget Lines
2 | Never Rename a Used Line Item
3 | Enter Actuals Each Month
4 | Projection Carveouts — Only When Needed
5 | Update Staffing Each Month
6 | Review Your Reports
7 | Set the Reporting Month
8 | Color Coding Reference
Input / Data Entry
Formula / Auto-fill
Favorable Variance


Unfavorable Variance
Backend / Hidden

rish Communication District — Monthly Budget Report

Guide

DIRECTION / BEST PRACTICE

/ Agency Name Below

Orleans Parish Communication District

elow

May

Reporting Period: May

Open Budget_Revenue, Budget_PersonalServices, and Budget_OtherOperating tabs. For each line item: enter a unique LineID, Line Item Name, Active (Yes/No), Annual Budget, and optional Notes. Generic line items are pre-loaded as a starting point — customize them for your agency. Reserved blank rows allow additions later without disrupting existing data.

Once actuals are entered against a line, its LineID and name must not change. If a name must be updated: update the budget of the old row as needed, then add a NEW row with a new LineID. This protects all historical reporting data.

Go to the Actuals tab each reporting period. Filter Column A (Month) to show only the current month. Enter dollar amounts in Column G (Actual Amount). Use Column H for explanatory notes. Do not edit Columns B–F — they auto-fill from your budget setup.

Use the Projection_Carveouts tab ONLY when a line item has a known irregular payment schedule (e.g., a $60,000 contract paid all at once in March). Select the Section from the dropdown, then the Line Item Name (list narrows automatically), then the Month. The LineID populates itself. Leave blank for all standard, evenly-spent line items.

Go to the Staffing Report tab. Enter the number of FTEs actually employed in each role in the current month's column. Column C (Vacancies) calculates automatically. Leave future months blank — only fill in months that have occurred.

The Executive Summary tab shows high-level totals: Revenue, Expenditures, and Net Surplus/Deficit. The Monthly Detail tab shows every line item with monthly actuals, YTD totals, and variances. Both tabs update automatically — no data entry is needed on either reporting tab.

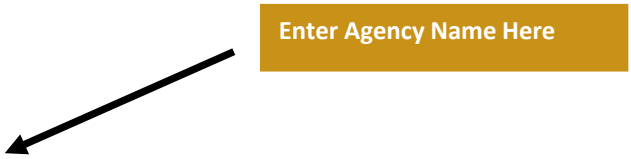
The Reporting Month is set on this Instructions tab — use the yellow dropdown in the Reporting Month box above (cell B9). All Expected YTD calculations, variances, and the Executive Summary update automatically. The Actuals tab auto-filters to show only the selected month's rows. Always confirm the correct month is selected before distributing your report.

See color key below — each row shows the actual color used in the workbook.

Blue cells are calculated automatically. Do not edit.

Green shading in Summary = you are in a better position than expected.

Red shading in Summary = you are behind expected budget or revenue.
Gray tabs contain backend data that powers the workbook (hidden from normal use).


Enter Agency Name Here

City of New Orleans — Orleans Parish Communication District — Monthly Actuals Entry

WHAT THIS TAB IS FOR: Record what was actually spent or received each month. Return here every reporting period — it is your primary data entry point.

HOW TO ENTER ACTUALS:

1. Use the filter arrow on Column A (Month) to show only your current reporting month.
2. Enter dollar amounts in Column G (Actual Amount) for each line with activity.
3. Use Column H (Notes) to explain large or unusual amounts.
4. Do NOT edit Columns B–F — they auto-populate from your budget setup.

NOTE: The reporting month is set on the Instructions tab (cell B9). Use the Column A filter arrow to match that month. Excel does not auto-apply the filter — click the arrow and select your month manually.

Month	Section	LineID	Line Item Name	Active	Annual Budget ($)	Actual Amount ($)	Notes
June	Revenue	REV001	General Fund Allocation	Yes	17,598,000	(3)	
June	Revenue	REV002	State Aid / State Revenue	Yes	-		
June	Revenue	REV003	Federal Grants	Yes	-		
June	Revenue	REV004	Local Tax Revenue	Yes	-		
June	Revenue	REV005	Intergovernmental Revenue	Yes	1,000,000		
June	Revenue	REV006	Fees for Service	Yes	5,999,129	296,972	
June	Revenue	REV007	Fines & Forfeitures	Yes	-		
June	Revenue	REV008	Competitive Grants	Yes	-		
June	Revenue	REV009	Formula Grants	Yes	-		
June	Revenue	REV010	Donations & Contributions	Yes	-		
June	Revenue	REV011	Interest / Investment Income	Yes	120,500	15,732	
June	Revenue	REV012	Other Revenue	Yes	-	9,330	
June	Personal Services	PS001	Regular Salaries & Wages	Yes	11,267,571	736,668	
June	Personal Services	PS002	Overtime	Yes	1,000,000	65,717	
June	Personal Services	PS003	Part-Time / Temporary Wages	Yes	-		
June	Personal Services	PS004	Social Security / FICA	Yes	818,415	47,865	
June	Personal Services	PS005	Medicare Tax	Yes	191,404	11,194	
June	Personal Services	PS006	Pension / Retirement Contributions	Yes	2,270,991	128,175	
June	Personal Services	PS007	Health Insurance	Yes	1,792,046	103,541	
June	Personal Services	PS008	Life Insurance	Yes	-		
June	Personal Services	PS009	Workers Compensation	Yes	-		
June	Personal Services	PS010	Unemployment Insurance	Yes	-		
June	Personal Services	PS011	Other Fringe Benefits	Yes	-		
June	Personal Services	PS012	Uniforms & Clothing Allowance	Yes	44,250		
June	Other Operating	OO001	Advertising	Yes	900		
June	Other Operating	OO002	Accrediation	Yes	4,725	394	
June	Other Operating	OO003	Building Supplies	Yes	1,000		
June	Other Operating	OO004	Computer Equipment	Yes	75,000		
June	Other Operating	OO005	Computer Supplies	Yes	76,500		
June	Other Operating	OO006	Contract Services	Yes	21,995	627	

City of New Orleans — Orleans Parish Communication District — Monthly Actuals Entry

WHAT THIS TAB IS FOR: Record what was actually spent or received each month. Return here every reporting period — it is your primary data entry point.

HOW TO ENTER ACTUALS:

1. Use the filter arrow on Column A (Month) to show only your current reporting month.
2. Enter dollar amounts in Column G (Actual Amount) for each line with activity.
3. Use Column H (Notes) to explain large or unusual amounts.
4. Do NOT edit Columns B–F — they auto-populate from your budget setup.

NOTE: The reporting month is set on the Instructions tab (cell B9). Use the Column A filter arrow to match that month. Excel does not auto-apply the filter — click the arrow and select your month manually.

Month	Section	LineID	Line Item Name	Active	Annual Budget ($)	Actual Amount ($)	Notes
June	Other Operating	OO007	Drug & Background Check	Yes	2,200	651	
June	Other Operating	OO008	Dues & Subscription	Yes	992,884	5,197	
June	Other Operating	OO009	Education & Training	Yes	25,031	220	
June	Other Operating	OO010	Fees, Taxes & Assessments	Yes	500	3,008	
June	Other Operating	OO011	Hardware Software Maintenance	Yes	1,666,383	172,401	
June	Other Operating	OO012	Insurance	Yes	540,000	553	
June	Other Operating	OO013	Insurance - Workmans Compensation	Yes	48,000		
June	Other Operating	OO014	Interest	Yes	24,000	553	
June	Other Operating	OO015	Janitorial	Yes	14,800	1,201	
June	Other Operating	OO016	Notes Payable	Yes	440,000		
June	Other Operating	OO017	Office Cleaning	Yes	7,200	385	
June	Other Operating	OO018	Office Supplies	Yes	18,000	105	
June	Other Operating	OO019	Printing & Postage	Yes	2,200	10	
June	Other Operating	OO020	Professional Development	Yes	5,280		
June	Other Operating	OO021	Professional Services	Yes	608,838	36,197	
June	Other Operating	OO022	Public Education & Service Awards	Yes	1,200		
June	Other Operating	OO023	Rental Expense - Equipment	Yes	700	196	
June	Other Operating	OO024	Rental Expense - Land	Yes	341,000	32,064	
June	Other Operating	OO025	Repairs & Maintenance	Yes	430,400	2,081	
June	Other Operating	OO026	Repairs & Maintenance - Building	Yes	345,000		
June	Other Operating	OO027	Repairs & Maintenance - Vehicles	Yes	5,000	255	
June	Other Operating	OO028	Special Supplies	Yes	45,976	872	
June	Other Operating	OO029	Student Loan Repayment Program	Yes	33,000	2,014	
June	Other Operating	OO030	Taxes and Licenses	Yes	3,500	173	
June	Other Operating	OO031	Travel	Yes	17,400	1,464	
June	Other Operating	OO032	Unemployment Compensation	Yes	10,000		
June	Other Operating	OO033	Vending Supplies	Yes	15,200	1,334	
June	Other Operating	OO034	Furniture & Fixtures	Yes	30,000		
June	Other Operating	OO035	Utilities	Yes	1,479,180	71,527	
June	Other Operating	OO036	Miscellaneous	Yes	-		

City of New Orleans — Orleans Parish Communication District — Monthly Actuals Entry

WHAT THIS TAB IS FOR: Record what was actually spent or received each month. Return here every reporting period — it is your primary data entry point.

HOW TO ENTER ACTUALS:

1. Use the filter arrow on Column A (Month) to show only your current reporting month.
2. Enter dollar amounts in Column G (Actual Amount) for each line with activity.
3. Use Column H (Notes) to explain large or unusual amounts.
4. Do NOT edit Columns B–F — they auto-populate from your budget setup.

NOTE: The reporting month is set on the Instructions tab (cell B9). Use the Column A filter arrow to match that month. Excel does not auto-apply the filter — click the arrow and select your month manually.

Month	Section	LineID	Line Item Name	Active	Annual Budget ($)	Actual Amount ($)	Notes

City of New Orleans — Orleans Parish Communication District — Executive Summary

WHAT THIS TAB SHOWS: A high-level financial snapshot for the reporting period. All figures calculate automatically — no data entry needed here.

HOW TO READ IT:

- Adopted Budget — Full approved annual budget.
- Expected YTD — What you would expect through the reporting month (straight-line, adjusted for Projection Carveouts).
- YTD Actual — What was actually spent or received.
- Variance — Positive = favorable (spent less / received more than expected).

To change the reporting period, go to the Instructions tab and update the Reporting Month dropdown (cell B9).

Reporting Month (set on Monthly D | **May**

EXECUTIVE SUMMARY — YEAR TO DATE

Metric	Adopted Budget ($)	Expected YTD ($)	YTD Actual ($)	Variance ($)	Notes
Total Revenue	-	-	-	-	Revenue variance = YTD Actual less Expected YTD
Total Personal Services	-	-	-	-	Expenditure variance = Expected YTD less YTD Actual
Total Other Operating	-	-	-	-	Expenditure variance = Expected YTD less YTD Actual
Total Expenditures	**-**	**-**	**-**	**-**	**Personal Services plus Other Operating**
Net Surplus / (Deficit)	**-**	**-**	**-**	**-**	**Positive = surplus; negative = deficit**

All figures update automatically. To change the reporting period, go to Monthly Detail tab and update cell B4.

City of New Orleans — Orleans Parish Communication District — Monthly Budget Detail

WHAT THIS TAB SHOWS: Month-by-month actuals for every budget line, plus YTD totals and variances. All data pulls automatically from the Actuals tab and budget setup — no entry needed here.

REPORTING MONTH: The current reporting month is set on the Instructions tab (cell B9) and displayed below in cell B4. All Expected YTD and Variance figures update automatically based on that selection.

TIP: Use the Show? filter in Column U to hide zero-activity lines before printing or sharing.

Reporting Month	May

DETAILED LINE ITEM SUMMARY

Revenue	REV001	General Fund Allocation	$17,598,000	1,586,866	-	4,399,500	-	-	(3)	-	-	-	-	-	-	5,986,363	661,194	5,325,169	Show
Revenue	REV005	Intergovernmental Revenue	$1,000,000	-	-	-	4,399,500	-	-	-	-	-	-	-	-	4,399,500	-	4,399,500	Show
Revenue	REV006	Fees for Service	$5,999,129	815,898	288,269	280,343	751,132	287,318	296,972	-	-	-	-	-	-	2,719,932	339,958	2,379,974	Show
Revenue	REV011	Interest / Investment Income	$120,500	4,628	4,289	7,713	16,706	19,810	15,732	-	-	-	-	-	-	68,878	1,928	66,950	Show
Revenue	REV012	Other Revenue	$0	21,279	23,682	156,966	31,363	67,279	9,330	-	-	-	-	-	-	309,899	8,866	301,033	Show
Personal Services	PS001	Regular Salaries & Wages	$11,267,571	832,953	783,750	748,100	774,014	707,454	736,668	-	-	-	-	-	-	4,582,938	347,064	(4,235,874)	Show
Personal Services	PS002	Overtime	$1,000,000	57,796	75,683	49,865	65,130	58,547	65,717	-	-	-	-	-	-	372,738	24,082	(348,657)	Show
Personal Services	PS004	Social Security / FICA	$818,415	52,256	51,297	47,609	50,093	45,680	47,865	-	-	-	-	-	-	294,800	21,773	(273,026)	Show
Personal Services	PS005	Medicare Tax	$191,404	1,221	11,997	11,134	11,715	10,683	11,194	-	-	-	-	-	-	57,945	509	(57,436)	Show
Personal Services	PS006	Pension / Retirement Contributions	$2,270,991	69,189	123,810	121,444	118,803	161,156	128,175	-	-	-	-	-	-	722,577	28,829	(693,749)	Show
Personal Services	PS007	Health Insurance	$1,792,046	116,280	114,407	120,248	164,509	104,166	103,541	-	-	-	-	-	-	723,152	48,450	(674,702)	Show
Personal Services	PS009	Workers Compensation	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS010	Unemployment Insurance	$0	-	-	-	-	2,654	-	-	-	-	-	-	-	2,654	-	(2,654)	Show
Personal Services	PS012	Uniforms & Clothing Allowance	$44,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO001	Advertising	$900	-	-	-	-	394	-	-	-	-	-	-	-	394	-	(394)	Show
Other Operating	OO002	Accrediation	$4,725	394	394	394	394	-	394	-	-	-	-	-	-	1,969	164	(1,805)	Show
Other Operating	OO003	Building Supplies	$1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO004	Computer Equipment	$75,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO005	Computer Supplies	$76,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO006	Contract Services	$21,995	383	215	450	1,006	457	627	-	-	-	-	-	-	3,138	160	(2,978)	Show
Other Operating	OO007	Drug & Background Check	$2,200	439	116	20	1,004	20	651	-	-	-	-	-	-	2,250	183	(2,067)	Show
Other Operating	OO008	Dues & Subscription	$992,884	39,987	36,819	35,782	35,822	35,197	5,197	-	-	-	-	-	-	188,803	16,661	(172,141)	Show
Other Operating	OO009	Education & Training	$25,031	2,332	140	2,332	-	270	220	-	-	-	-	-	-	5,294	972	(4,322)	Show
Other Operating	OO010	Fees, Taxes & Assessments	$500	7,049	2,911	200	8,846	2,899	3,008	-	-	-	-	-	-	24,912	2,937	(21,975)	Show
Other Operating	OO011	Hardware Software Maintenance	$1,666,383	25,129	236,832	80,172	312,303	144,891	172,401	-	-	-	-	-	-	971,729	10,470	(961,259)	Show
Other Operating	OO012	Insurance	$540,000	45,184	41,006	41,006	41,006	81,459	553	-	-	-	-	-	-	250,213	18,827	(231,386)	Show
Other Operating	OO013	Insurance - Workmans Compensation	$48,000	-	4,220	4,178	4,178	4,156	-	-	-	-	-	-	-	16,731	-	(16,731)	Show
Other Operating	OO014	Interest	$24,000	-	-	-	1,104	-	553	-	-	-	-	-	-	1,657	-	(1,657)	Show
Other Operating	OO015	Janitorial	$14,800	149	1,801	55	1,405	1,175	1,201	-	-	-	-	-	-	5,786	62	(5,724)	Show
Other Operating	OO016	Notes Payable	$440,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO017	Office Cleaning	$7,200	-	770	385	385	385	385	-	-	-	-	-	-	2,310	-	(2,310)	Show
Other Operating	OO018	Office Supplies	$18,000	168	136	141	1,769	22	105	-	-	-	-	-	-	2,341	70	(2,271)	Show
Other Operating	OO019	Printing & Postage	$2,200	169	363	10	320	85	10	-	-	-	-	-	-	957	70	(886)	Show
Other Operating	OO020	Professional Development	$5,280	-	-	-	42,286	1,565	-	-	-	-	-	-	-	43,851	-	(43,851)	Show
Other Operating	OO021	Professional Services	$608,838	62,525	289,799	58,500	-	57,753	36,197	-	-	-	-	-	-	504,773	26,052	(478,721)	Show
Other Operating	OO022	Public Education & Service Awards	$1,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO023	Rental Expense - Equipment	$700	130	130	329	130	263	196	-	-	-	-	-	-	1,178	54	(1,124)	Show
Other Operating	OO024	Rental Expense - Land	$341,000	3,700	3,700	3,700	3,700	3,700	32,064	-	-	-	-	-	-	50,563	1,542	(49,022)	Show
Other Operating	OO025	Repairs & Maintenance	$430,400	3,643	17,841	2,434	2,062	17,237	2,081	-	-	-	-	-	-	45,299	1,518	(43,781)	Show
Other Operating	OO026	Repairs & Maintenance - Building	$345,000	-	-	-	-	1,445	-	-	-	-	-	-	-	1,445	-	(1,445)	Show
Other Operating	OO027	Repairs & Maintenance - Vehicles	$5,000	19	7	605	982	277	255	-	-	-	-	-	-	2,146	8	(2,138)	Show
Other Operating	OO028	Special Supplies	$45,976	27,530	1,037	5,444	18,931	1,016	872	-	-	-	-	-	-	54,830	11,471	(43,359)	Show
Other Operating	OO029	Student Loan Repayment Program	$33,000	-	2,438	2,210	2,120	1,908	2,014	-	-	-	-	-	-	10,690	-	(10,690)	Show
Other Operating	OO030	Taxes and Licenses	$3,500	181	347	173	173	173	173	-	-	-	-	-	-	1,221	75	(1,146)	Show

City of New Orleans — Orleans Parish Communication District — Monthly Budget Detail

WHAT THIS TAB SHOWS: Month-by-month actuals for every budget line, plus YTD totals and variances. All data pulls automatically from the Actuals tab and budget setup — no entry needed here.

REPORTING MONTH: The current reporting month is set on the Instructions tab (cell B9) and displayed below in cell B4. All Expected YTD and Variance figures update automatically based on that selection.

TIP: Use the Show? filter in Column U to hide zero-activity lines before printing or sharing.

Reporting Month	May

DETAILED LINE ITEM SUMMARY

Other Operating	OO031	Travel	$17,400	2,502	1,758	482	12,274	870	1,464	-	-	-	-	-	-	19,350	1,043	(18,308)	Show
Other Operating	OO032	Unemployment Compensation	$10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO033	Vending Supplies	$15,200	1,570	863	1,283	1,492	1,084	1,334	-	-	-	-	-	-	7,628	654	(6,973)	Show
Other Operating	OO034	Furniture & Fixtures	$30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO035	Utilities	$1,479,180	68,507	67,793	74,563	83,395	65,358	71,527	-	-	-	-	-	-	431,143	28,544	(402,598)	Show
Other Operating	OO036	Miscellaneous	$0	7,748	-	-	(2,303)	5,240	-	-	-	-	-	-	-	10,685	3,228	(7,457)	Show

City of New Orleans — Orleans Parish Communication District — Staffing Report

WHAT THIS TAB IS FOR: Track filled vs. budgeted positions each month. This helps monitor vacancy trends and staffing levels across the fiscal year.

HOW TO USE IT:

- Column A (Position Title) — List each job title or position category.
- Column B (Budgeted FTE) — Enter the number of authorized full-time equivalent positions.
- Column C (Vacancies) — Auto-calculated. Shows unfilled positions (Budgeted minus current month actual).
- Columns D through O (January – December) — Each month, enter the number of FTEs actually employed in that role.

Leave future months blank — only fill in months that have passed.

NEED HELP? Agencies on the City payroll system can contact Brandye DeLarge at badelarge@nola.gov for assistance with personnel reports.

Position Title	Budgeted FTE	Vacancies	January	February	March	April	May	June	July	August	September	October	November	December
Example- Office Assistant	3	-1.0	1.0	2.0	1.0	2.0	2.0	2.0	2.0	2.0	4.0			
Director of 911 Operations	1		1.0	1.0	1.0	1.0	1.0	1.0						
Operations Managers	4		4.0	4.0	4.0	4.0	4.0	4.0						
Assistant Operations Managers	2		2.0	2.0	2.0	2.0	2.0	2.0						
Operations Supervisors	16		16.0	16.0	16.0	16.0	16.0	15.0						
Emergency Communications Specialist Recruit			14.0	12.0										
Emergency Communications Specialist Recruit (CTO)			0.0	0.0	10.0	6.0								
Emergency Communications Specialist i	64		46.0	41.0	38.0	40.0	45.0	43.0						
Emergency Communications Dispatchers Trainee			2.0	4.0	8.0	6.0	3.0	4.0						
Emergency Communications Dispatcher I/II/III	48		42.0	41.0	41.0	41.0	44.0	44.0						
Compliance	7		6.0	6.0	6.0	6.0	7.0	7.0						
Training	2		2.0	2.0	2.0	2.0	2.0	2.0						
Director of 311 Operations	1		0.0	0.0	0.0	0.0	0.0	0.0						
311 Manager	0		1.0	1.0	1.0	1.0	1.0	1.0						
311 Analyst	1		1.0	1.0	1.0	1.0	1.0	1.0						
311 Supervisor	2		0.0	0.0	0.0	0.0	0.0	0.0						
311 Customer Services Specialist	6		5.0	5.0	4.0	4.0	4.0	4.0						
Admin (Personnel, Finance, Executive Office)	8		7.0	7.0	8.0	8.0	7.0	7.0						
Facilities	4		4.0	3.0	3.0	3.0	3.0	3.0						
Public Records	7		6.0	5.0	4.0	4.0	4.0	4.0						
Public Information Office	1		1.0	1.0	1.0	1.0	1.0	1.0						
Information Technology	12		12.0	12.0	10.0	10.0	10.0	10.0						

City of New Orleans — Orleans Parish Communication District — Budget Setup — Revenue

WHAT THIS TAB IS FOR: List every revenue source your agency expects to receive this fiscal year. You only need to set this up once — at the beginning of the year. Do not delete or modify rows after actuals are recorded.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., REV001). Never reuse or rename after actuals are entered.
- Line Item Name — A clear name for the revenue source (e.g., 'State Revenue', 'Federal Grant').
- Active — Type Yes if in use, No to retire a line without deleting it.
- Annual Budget — The full-year approved amount for this line.
- Notes — Optional. Use for grant numbers, data sources, or context.

NEED TO RENAME A LINE? Do not change the existing name. Instead: set Active = No, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
REV001	General Fund Allocation	Yes	17,598,000	
REV002	State Aid / State Revenue	Yes		
REV003	Federal Grants	Yes		
REV004	Local Tax Revenue	Yes		
REV005	Intergovernmental Revenue	Yes	1,000,000	
REV006	Fees for Service	Yes	5,999,129	
REV007	Fines & Forfeitures	Yes	-	
REV008	Competitive Grants	Yes		
REV009	Formula Grants	Yes		
REV010	Donations & Contributions	Yes		
REV011	Interest / Investment Income	Yes	120,500	
REV012	Other Revenue	Yes		
REV013	None	No		

City of New Orleans — Orleans Parish Communication District — Budget Setup — Personal Services

WHAT THIS TAB IS FOR: List every personnel cost — salaries, wages, benefits, overtime, and similar. Set this up once at the start of the year.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., PS001). Never reuse or rename after actuals are entered.
- Line Item Name — Descriptive name for the cost type (e.g., 'Sworn Officer Salaries', 'Health Benefits').
- Active — Yes if active, No to retire a line.
- Annual Budget — Full-year approved amount.
- Notes — Optional. Pay grade references, benefit rates, etc.

NEED TO RENAME A LINE? Set Active = No on the old row, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
PS001	Regular Salaries & Wages	Yes	11,267,571	
PS002	Overtime	Yes	1,000,000	
PS003	Part-Time / Temporary Wages	Yes		
PS004	Social Security / FICA	Yes	818,415	
PS005	Medicare Tax	Yes	191,404	
PS006	Pension / Retirement Contributions	Yes	2,270,991	
PS007	Health Insurance	Yes	1,792,046	
PS008	Life Insurance	Yes		
PS009	Workers Compensation	Yes		
PS010	Unemployment Insurance	Yes		
PS011	Other Fringe Benefits	Yes		
PS012	Uniforms & Clothing Allowance	Yes	44,250	
PS013	None	No		
PS014	None	No		

City of New Orleans — Orleans Parish Communication District — Budget Setup — Other Operating

WHAT THIS TAB IS FOR: List every non-personnel operating cost — supplies, contracts, utilities, equipment, travel, etc. Set this up once at the start of the year.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., OO001). Never reuse or rename after actuals are entered.
- Line Item Name — Descriptive name (e.g., 'Office Supplies', 'Building Maintenance Contract').
- Active — Yes if active, No to retire a line.
- Annual Budget — Full-year approved amount.
- Notes — Optional. Vendor name, contract number, PO reference.

NEED TO RENAME A LINE? Set Active = No on the old row, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
OO001	Advertising	Yes	900	
OO002	Accrediation	Yes	4,725	
OO003	Building Supplies	Yes	1,000	
OO004	Computer Equipment	Yes	75,000	
OO005	Computer Supplies	Yes	76,500	
OO006	Contract Services	Yes	21,995	
OO007	Drug & Background Check	Yes	2,200	
OO008	Dues & Subscription	Yes	992,884	
OO009	Education & Training	Yes	25,031	
OO010	Fees, Taxes & Assessments	Yes	500	
OO011	Hardware Software Maintenance	Yes	1,666,383	
OO012	Insurance	Yes	540,000	
OO013	Insurance - Workmans Compensation	Yes	48,000	
OO014	Interest	Yes	24,000	
OO015	Janitorial	Yes	14,800	
OO016	Notes Payable	Yes	440,000	
OO017	Office Cleaning	Yes	7,200	
OO018	Office Supplies	Yes	18,000	
OO019	Printing & Postage	Yes	2,200	
OO020	Professional Development	Yes	5,280	
OO021	Professional Services	Yes	608,838	
OO022	Public Education & Service Awards	Yes	1,200	Approved additions start here. Add NEW LineIDs onl
OO023	Rental Expense - Equipment	Yes	700	
OO024	Rental Expense - Land	Yes	341,000	
OO025	Repairs & Maintenance	Yes	430,400	
OO026	Repairs & Maintenance - Building	Yes	345,000	
OO027	Repairs & Maintenance - Vehicles	Yes	5,000	
OO028	Special Supplies	Yes	45,976	
OO029	Student Loan Repayment Program	Yes	33,000	
OO030	Taxes and Licenses	Yes	3,500	
OO031	Travel	Yes	17,400	
OO032	Unemployment Compensation	Yes	10,000	
OO033	Vending Supplies	Yes	15,200	
OO034	Furniture & Fixtures	Yes	30,000	
OO035	Utilities	Yes	1,479,180	
OO036	Miscellaneous	Yes	-	

City of New Orleans — Orleans Parish Communication District — Projection Carveouts

WHAT THIS TAB IS FOR — PLAIN LANGUAGE:

The Summary tabs assume your budget is spent evenly each month (annual budget ÷ 12). Use this tab ONLY when a line item has a known irregular payment — like a lump-sum contract, seasonal spike, or one-time grant disbursement.

HOW TO USE IT (fill left to right):

1. Column A — Select the budget section (Revenue, Personal Services, or Other Operating) from the dropdown.
2. Column B — Select the Line Item Name. The list automatically narrows to only items in that section.
3. Column C — LineID fills in automatically. Do not edit.
4. Column D — Select the month this irregular payment occurs.
5. Column F — Enter the dollar amount for that specific payment.
6. Column G — Briefly describe the payment (e.g., 'Annual software license, paid in full March').

Leave this tab completely blank if all your line items spend consistently each month. When in doubt — leave it blank.

Section	Line Item Name	LineID (auto-filled)	Month	Month #	Amount ($)	Description	Section (auto)
Revenue							

City of New Orleans — Orleans Parish Communication District — Projection Carveouts

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Section	Line Item Name	LineID (auto-filled)	Month	Month #	Amount ($)	Description	Section (auto)
Revenue							

Office of the Independent Police Monitor
2714 Canal Street Suite 201 New Orleans LA 70119
www.nolaipm.gov (504) 309-9799

July 13, 2026

Mrs. Aisha R. Collier
Clerk of Council
New Orleans City Council
1300 Perdido Street
New Orleans, LA 70112

RE: Data from the Office of the Independent Police Monitor Pursuant to Council Ordinance—June 2026

Good Afternoon,

Please find enclosed the report for the Office of the Independent Police Monitor (OIPM) for the month of June 2026. The OIPM submits this report in compliance with the ordinance regarding criminal justice agencies providing data to the Council, No. 29130 (Calendar No. 33,818).

Please feel free to send any questions or requests regarding this data to me at this email address: khoward@nolaipm.gov or call me on my cell: (504) 945-3237.

Thank you,

Kiah Howard

Kiah Howard

Community Engagement Specialist
Office of the Independent Police Monitor
khoward@nolaipm.gov

OFFICE OF THE INDEPENDENT POLICE MONITOR

MONTHLY COMMUNITY REPORT

June 2026

Above, two of the OIPM's Community-Police Mediators participate in the de-escalation activity during a special training event the OIPM hosted in June with Lorig Charkoudian, the Executive Director and co-founder of Community Mediation Maryland.

Transparency. Accountability. Respect.

OIPM
Office of the Independent Police Monitor

LETTER TO THE COMMUNITY

Dear New Orleans Community,

June marked the start of the **2026 Atlantic Hurricane Season**. Each year, the OIPM ensures that our hurricane oversight strategy to monitor the police during evacuations, shelter-in-place orders, curfews, and immediate storm responses is responsive and comprehensive. We monitor to ensure that the police communicate effectively with the public, we review misconduct and force utilized during any storm, and how the NOPD implements their hurricane response plan. The OIPM prepared for the beginning of this season by releasing the OIPM Hurricane and Emergency Oversight Plan and it is available to the public now on the OIPM website. Let's stay safe out there and start building those hurricane kits.

In June, the OIPM took on a variety of activities - from monitoring hearings and writing formal recommendation letters to testifying in Civil Service appeals, being interviewed by the news, tabling, and presenting to City Council. It has been a full month, and the OIPM looks forward to sharing some of the highlights of our work and answering your questions on relevant issues in this report. This month, this report includes:

- The **OIPM's quarterly presentation to the New Orleans City Council** presenting relevant year-to-date data regarding oversight;
- The release of the **OIPM Hurricane Oversight Plan**;
- The recent concerns regarding changes to the NOPD's **drone policy**;
- Community outreach events including "**Coffee with the IPM**" mornings;
- OIPM's participation in a **police tactics and equipment training**;
- OIPM hosting a **special mediation training** for OIPM's mediators;
- and the OIPM answered your questions regarding recent accounts of the OIPM releasing **anonymous complainant information** pursuant to an Office of the Inspector General investigation; and more.

As a reminder, if you would like to learn more about the OIPM's work, we would highly recommend that you check out the **2025 OIPM Annual Report** which is available on the OIPM website now. Each year, the OIPM publishes a report detailing its monitoring, oversight, and community engagement activities, as well as statistical information and data from the NOPD and its internal investigative processes. The report highlights issues identified by the OIPM, recommendations made to improve policing practices, recommendations adopted by the NOPD, and examples of positive changes that promote professionalism, accountability, and transparency.

As always, thank you for your continued support of this office and the work we do together.

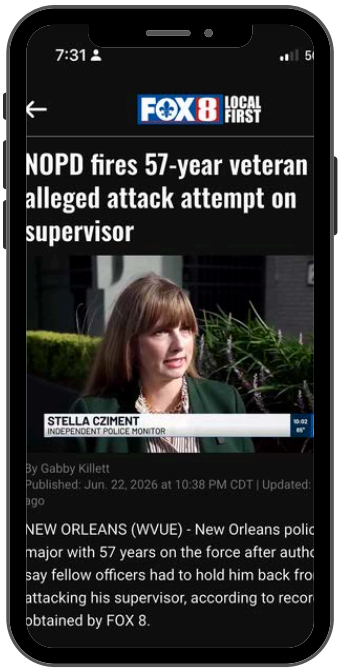
Thank you,

Stella Cziment

Stella Cziment, Independent Police Monitor

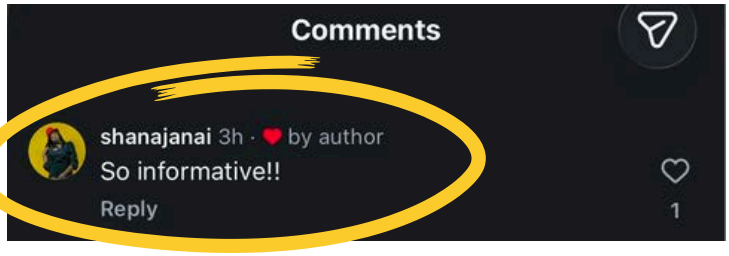
Above, the OIPM leadership, Stella Cziment and Kirschelle Williams, present year-to-date data to City Council.

Below, OIPM tables at the "Coffee with the IPM" event at Pontilly Coffee in June.



Above, Stella Cziment, the Independent Police Monitor, discusses the NOPD's decision to terminate a Major for misconduct and the formal recommendation the OIPM provided to Chief Kirkpatrick.

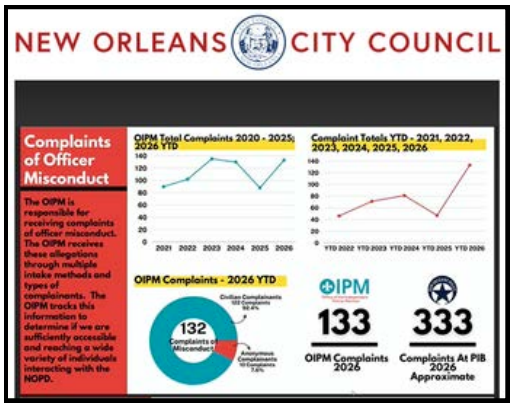
To the right is a comment the OIPM received from someone who attended a "Coffee with the IPM" event in June.

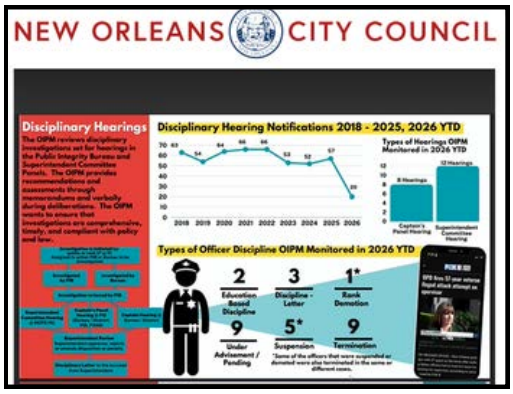


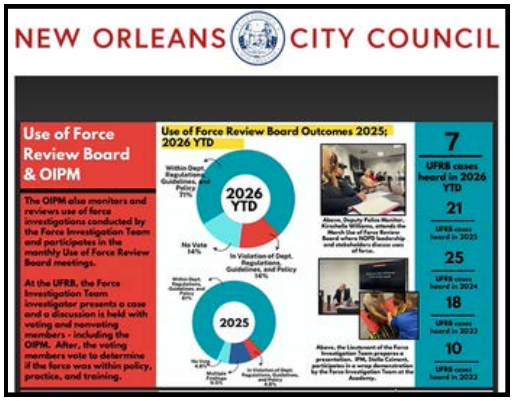
In order to do our work regarding policing and the community, the Office of the Independent Police Monitor does partner with, work congruently, or may be physically near people who are political leaders, elected officials, or individuals seeking election but the Office of the Independent Police Monitor does not endorse any candidates.

ACHIEVEMENTS, UPDATES, & WORK

OIPM Presents to the City Council's Criminal Justice Committee







Police complaints and outcomes. This included the 89 complaints the OIPM has received regarding facial recognition and surveillance.

Completed OIPM monitoring regarding disciplinary proceedings including the 9 hearings that resulted in officer terminations.

Completed OIPM monitoring regarding use of force and critical incidents. The OIPM detailed its monitoring of three scenes of officer involved shootings in 2026 - none of which resulted in injuries.

OIPM Mediation programs including the 7 mediations conducted through the traditional Community-Police Mediation Program, the 1 mediation through the District-Based Mediation Program, and the 1 mediation through the Post-Investigation Mediation Program.

Officer awards and commendations that the OIPM has facilitated including the 1 Constitutional Policing Award the OIPM awarded and the 2 commendation requests submitted.

During June, the OIPM appeared before the New Orleans's City Council Criminal Justice Committee for the second time this year. Each quarter, the OIPM joins with our criminal justice stakeholders at the **Quarterly City Council Criminal Justice Committee meeting** to present to the committee as required by Ordinance Cal. No. 33,724.

The OIPM, alongside the NOPD, the District Attorney's Office, Criminal District and Juvenile Court Judges, and the Orleans Parish Sheriff's Office, presents our quarterly data to the Council, reported project progress, and highlighted relevant legal and political updates affecting policing and oversight in Louisiana.

The OIPM uses these quarterly presentations as an opportunity to reach the public to inform them of our services and engage local leaders on policing issues that most impact their constituents. This month, the OIPM shared year-to-date data regarding:

Additionally, the OIPM updated the Council and the public on the release of the OIPM Annual Report and the ongoing steps regarding the appointment of the IPM. You can stream the presentation now on the City Council's website.

OIPM Participated in NOPD's FIT's Tactic and Equipment Demonstration on the Wrap

In June, the OIPM went to the NOPD Academy to receive a **demonstration of a police restraint device** that the NOPD is exploring to assist with arrested individuals who are trying to self-harm or hurt officers during transport. The purpose of these types of tools is to ensure safe transport for arrested individuals and the arresting and transporting officers. Whether this tool or a different approach is utilized, demonstrations and conversations like this ensure that the process is transparent and there are opportunities for oversight to ask questions, raise concerns, and see how new equipment or tactics may be utilized. This demonstration was provided by the Force Investigation Team. Due to questions the IPM had regarding the use of the device when an individual was struggling against it, the IPM was put in the restraint to see how it touched and obstructed her body.

ACHIEVEMENTS, UPDATES, & WORK

Policing, Oversight, and Hurricanes: OIPM Releases Oversight Hurricane Plan

Policing is different during storms, from anti-looting protocol to curfews, and to prepare for these changes in policing, the OIPM released our **2026 Hurricane and Declared Emergency Oversight Plan** with the public. This plan includes how our office will respond to hurricanes and will monitor, review, and evaluate the NOPD's performance in preparing and responding to hurricanes.

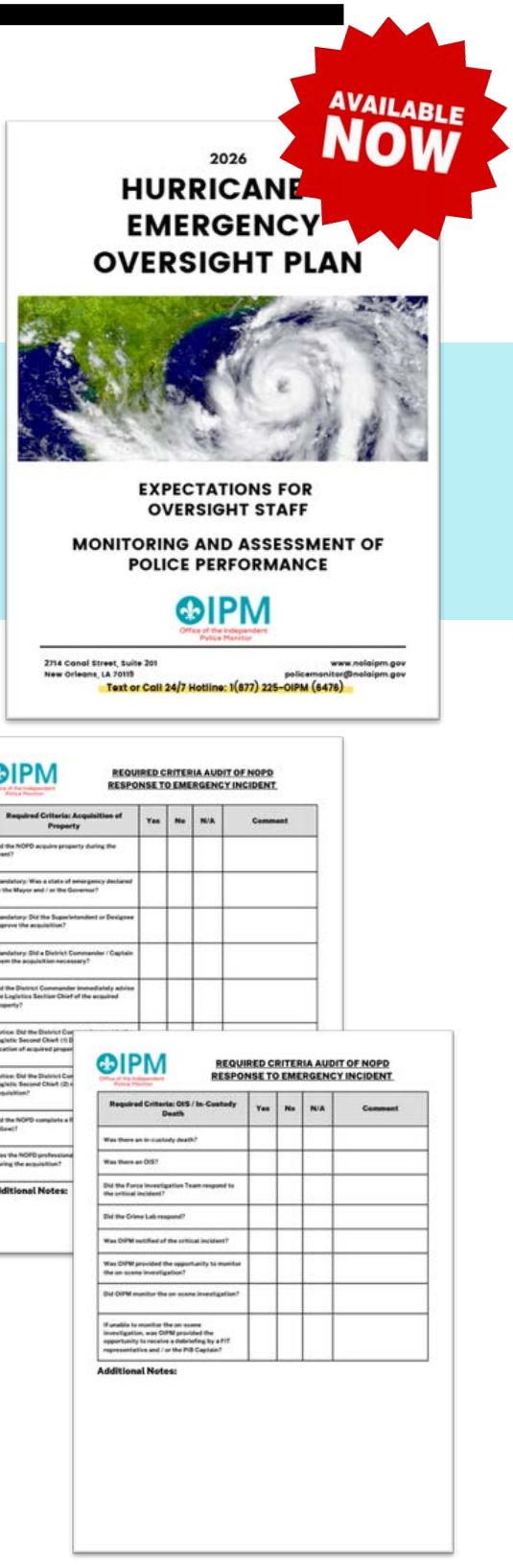
The **2026 Hurricane and Emergency Oversight Plan** outlines how the OIPM will internally respond to hurricanes and storms – including the identification of essential employees and how the OIPM will monitor the NOPD during any storm response and then audit the performance and compliance of the police post-storm. Audit sheets with the criteria that the OIPM will utilize to review the NOPD's response are included at the end of the plan.

In this document, the OIPM critically examines the NOPD's Hurricane and Emergency Plan and creates a clear rubric with criteria on what ethical and compliant policing would look like during a hurricane or a declared emergency. In constructing this plan, the OIPM reviewed city policy, state law, and NOPD's operational policies and constructed rubrics to "grade" / audit the performance of the NOPD.

Additionally, this Hurricane and Emergency Oversight Plan incorporates public input the OIPM has received over the years from public forums and public feedback to the OIPM report on NOPD performance during Hurricane Ida (also available on our website).

Anyone who would like additional information regarding policing changes during hurricane season can listen to episodes of the **Monitor's Mic** available on the OIPM's website. In the episode when the **OIPM interviewed Collin Arnold, Director of the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP)**, the public can learn how the city typically prepares for hurricanes, what resources are available for residents, and how the city agencies work with the NOPD to prepare for emergencies. Additionally, the OIPM interviewed **Lt. Barnes, the Lieutenant responsible for writing the NOPD's Hurricane Season Plan**. Lt. Barnes explained how policing protocol shifts in the immediate preparation and response to storms - from reducing unnecessary arrests, to providing security to city-assisted evaluation efforts and shelters. The OIPM used this show as an opportunity to address common misconceptions and questions from the community on topics like anti-looting protocol, if the police are allowed to commandeer your private property, why curfews matter, what to do if 911 goes down, and why there are police cars at pharmacies, the French Quarter, and grocery stores during storms.

All these resources are available to the public on the OIPM's website for you to learn more about policing and hurricane season.



Above (top), is the cover of the 2026 OIPM Hurricane and Emergency Oversight Plan that was released in June along with some of the audit sheets that will be utilized by the OIPM to determine NOPD compliance with their hurricane response plan.

ACHIEVEMENTS, UPDATES, & WORK

Coffee with the IPM at Pontilly Coffee and Backatown Coffee Parlour

In May, the OIPM hosted two **"Coffee with the IPM"** events in the community. One was held at Pontilly Coffee on Chef Menteur and the other was held at Backatown Coffee Parlour on Basin Street. These events are informal opportunities for members of the public to speak directly with OIPM leadership about policing, oversight, and the services our office provides.

This month, we ran into some familiar faces - like former City Councilmember Oliver Thomas - and met some new ones including many visitors to this city who gave feedback on their interactions with the NOPD. We greatly appreciate all of the community members, visitors, and coffee drinkers who took the time to join us, ask questions, and engage in meaningful conversation.

Above, Independent Police Monitor, Stella Cziment, and Deputy Police Monitor, Kirschelle Williams, talk to members of the public (including former City Councilmember Oliver Thomas) at the two "Coffee with the IPM" events in June.

OIPM Hosted Co-Founder and Executive Director of Community Mediation Maryland for a Special Night of Training for our Community-Police Mediators

The OIPM's Community-Police mediators received a special **3-hour in-service training facilitated by Lorig Charkoudian, the Executive Director and co-founder of Community Mediation Maryland**. Lorig was in town for a conference and offered to spend the evening with our mediators, tailoring a training to our needs. Lorig has decades of experience in community mediation, training, and research. The focus of her Ph.D. research was on the public cost of conflict and the cost savings of mediation to the Baltimore City Police Department. She trained our first cohort of mediators back in 2014 and it was a treat to have her back for a night of learning and practice.

We had a great turnout of mediators who learned about Lorig's research on the impact of various aspects of the mediation process, and received coaching on inclusive listening, one of the core skills of our mediation process.

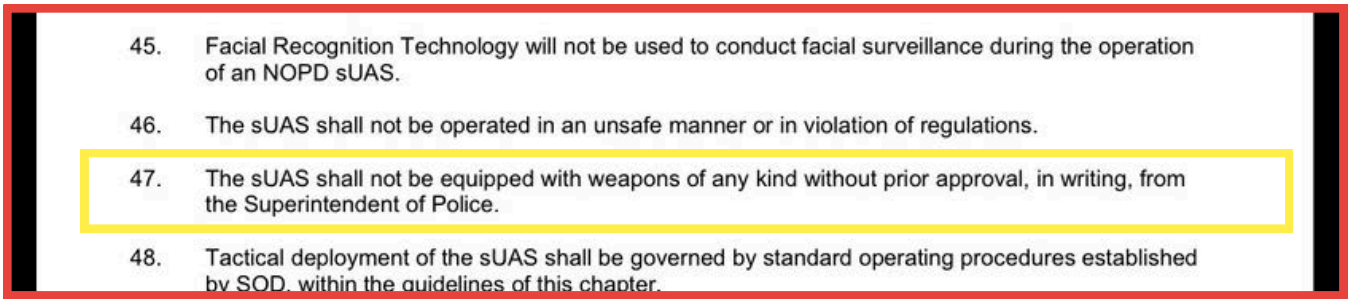
Each year, the OIPM hosts hours of in-service trainings for our mediators that are opportunities for them to practice their skills and gain new instruction on how to navigate conflict, utilize inclusive listening, and facilitate sometimes emotional or contentious dialogues between our public and NOPD officers.

Above, OIPM mediators participate in the special training with Lorig Charkoudian, Executive Director and Co-Founder of Community Mediation Maryland.

ACHIEVEMENTS, UPDATES, & WORK

OIPM Addresses Concerns Regarding NOPD's Policy Change Regarding Whether Weapons Will Be Utilized on Drones; Final Outcome: Weapons Not to be Used on Drones

During June, the OIPM was alerted by the community of concerns regarding a change to Chapter 43.5: Unmanned Aircraft Systems (sUAS / Drones) – specifically Paragraph 47: "The sUAS shall not be equipped with weapons of any kind without prior approval, in writing, from the Superintendent of Police." This new policy was released on June 21, 2026, without a public comment period.



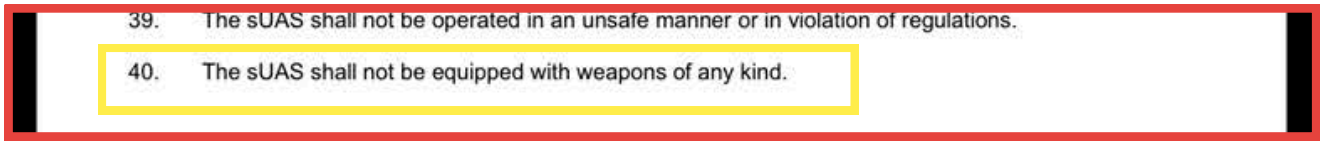
45. Facial Recognition Technology will not be used to conduct facial surveillance during the operation of an NOPD sUAS.

46. The sUAS shall not be operated in an unsafe manner or in violation of regulations.

47. The sUAS shall not be equipped with weapons of any kind without prior approval, in writing, from the Superintendent of Police.

48. Tactical deployment of the sUAS shall be governed by standard operating procedures established by SOD, within the guidelines of this chapter.

Prior to that change, the policy included Paragraph 40: "The sUAS shall not be equipped with weapons of any kind."



39. The sUAS shall not be operated in an unsafe manner or in violation of regulations.

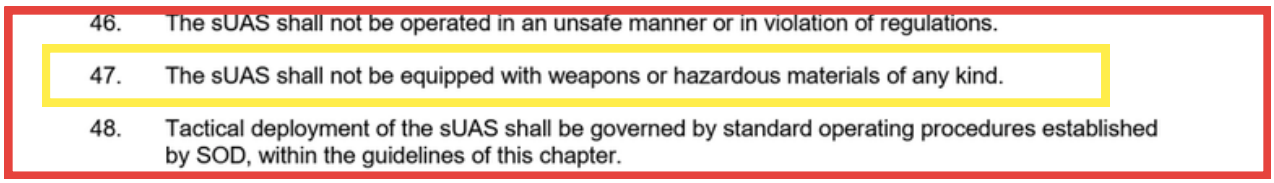
40. The sUAS shall not be equipped with weapons of any kind.

The OIPM immediately contacted Chief Kirkpatrick and her leadership team regarding this language and the possibility of weaponized drones. The OIPM inquired what type of weaponry may be installed on the drones, which drones will be equipped with weaponry, when those weapons may be appropriately utilized, how officers will be trained to utilize weaponized drones and if this will require additional or different training. Under Chapter 43.5, Para. 54 – 55: "All sUAS operations shall have a safety program based on the principles of an aviation safety management system. All sUAS personnel shall receive appropriate safety training, coordinated through the NOPD Education and Training Division." However, the OIPM explained there is uncertainty regarding that training since the Academy is not currently providing training on drones and it is unclear where or how NOPD officers will be trained on the safe operation of weaponized drones under or coordinated through the Education and Training Division as the policy envisions.

The OIPM stated that it was previously informed that all NOPD operators of the drones would follow Federal Aviation Administration (FAA) regulations and inquired if the addition of the weaponry would be permitted by the FAA (which places restrictions on the weaponization of drones) or if are there federal waivers and exceptions that the NOPD seeks to receive or utilize.

The OIPM reiterated support of the use of drones and police equipment for public safety reasons – such as policing large crowds, festival season, and the use in the French Quarter during large scale events or responses – or use for investigatory purposes (documenting crime scenes); however, this addition to the policy is unclear and opens the public to potential danger and the department to potential liability.

Chief Kirkpatrick immediately notified the OIPM that this was intended to be draft language and the language would be removed - the **NOPD does not intend to utilize drones with weapons**. The next day, the policy was updated to that position:



46. The sUAS shall not be operated in an unsafe manner or in violation of regulations.

47. The sUAS shall not be equipped with weapons or hazardous materials of any kind.

48. Tactical deployment of the sUAS shall be governed by standard operating procedures established by SOD, within the guidelines of this chapter.

ACHIEVEMENTS, UPDATES, & WORK

Understanding Anonymous Complaints, Metadata, and OIPM's Legal Obligations

Recently, a terminated NOPD officer - Officer Cockerham - went before the Civil Service for his appeal hearing. Both Stella Cziment, the Independent Police Monitor, and Kirschelle Williams, the Deputy Police Monitor, received a subpoena to testify in the proceedings. Afterwards, there was some social media and radio attention to an aspect of the investigation and the role the OIPM played in providing information to the investigating body. Many of the questions we received centered on anonymous complaints. People want to know: *why did the OIPM share information about anonymous complaints? Are anonymous complaints private or confidential?*

These are fair questions. The OIPM understands why some members of the community may be concerned. Anonymous complaints play an important role in police accountability, and community members should understand how those complaints are handled, what protections exist, and what the law requires of our office.

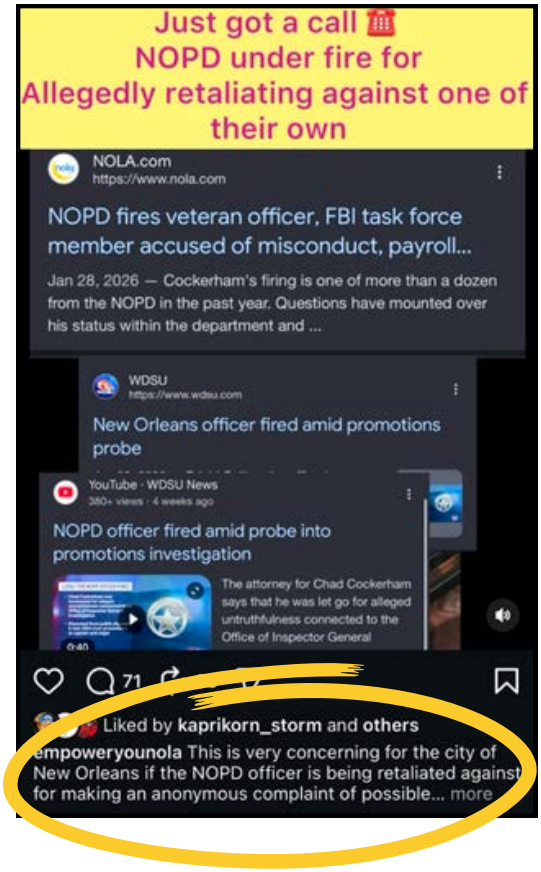
First, Why Does the OIPM Accept Anonymous Complaints?

The OIPM accepts anonymous complaints because we recognize that some community members may not feel comfortable identifying themselves when reporting concerns regarding police officers and some police officers and NOPD employees may feel uncomfortable or fear for their jobs if they identify themselves as being the source of the allegation. A person may worry about retaliation, workplace consequences, damage to personal relationships, may be court involved or have been arrested, or simply may not want attention focused on them. Anonymous complaints allow the public - members of the community, visitors, and NOPD employees - to share what they know without saying who they are. Many important problems have been uncovered because someone made an anonymous complaint. For that reason, the OIPM will continue accepting anonymous complaints and encourages all to come forward if they know something is wrong.

What Happened In This Case?

In 2024, the New Orleans Police Department (NOPD) conducted promotional examinations for the ranks of Captain and Major. After the examinations were completed and a promotion eligibility list was created, the former-Mayor became concerned about the potential of favoritism or cheating in the promotional process. Both the Public Integrity Bureau (PIB) and the OIPM received anonymous complaints alleging favoritism and cheating during the examination process. The OIPM sent a formal letter to Chief Kirkpatrick regarding this matter and attached the complaints of misconduct. The Civil Service Commission and the NOPD executed investigations into the potential wrongdoing in the process. The NOPD elected to refer to the investigation to the Office of the Inspector General (OIG). The OIG opened an investigation into the allegations of cheating.

Above and below, on EmpowerYouNOLA, the creator states it appears an officer was retaliated against for filing an anonymous complaint with the OIPM.



ACHIEVEMENTS, UPDATES, & WORK

Understanding Anonymous Complaints, Metadata, and OIPM's Legal Obligations Continued

As part of that investigation, the OIG submitted a formal written request to the OIPM seeking records related to complaints alleging favoritism and bias involving the Captain and Major examinations. The request sought: complaint intake forms, attachments, and associated metadata, including network traffic, logs, and IP address information. The OIPM complied with that request and provided the requested records.

From those requested records, the OIG was able to connect the IP address information with other information the OIG received through subpoenas to service providers and learn the potential identity or ownership of the disclosed IP addresses. The OIG concluded, based on the disclosed IP addresses, that an NOPD officer, Chad Cockerham, had submitted the complaint (one of the records the OIPM submitted). The NOPD held disciplinary hearings regarding Officer Cockerham and the Superintendent terminated Officer Cockerham for violating NOPD policy. **Officer Cockerham was not terminated for submitting the complaint; Officer Cockerham was terminated for the allegation that he was not truthful in his statements to the OIG investigators in their investigation.**

Now, the questions the OIPM has received - both privately and publicly - is why did the OIPM comply with this investigatory request and give confidential information?

Understanding Anonymous Complaints and Confidentiality

One of the biggest misunderstandings surrounding this issue is the difference between the act of submitting a complaint anonymously and then how that complaint is handled once becomes an official city record. When a complaint is submitted anonymously, the complainant is not required to provide their identity to the OIPM. But the complaint doesn't disappear once it's submitted. It becomes an official government record that our office keeps, just like other complaints, information, and documentation. Sometimes, when something is submitted online, the computer system automatically creates extra technical information. This is called metadata. Metadata is also a record that the OIPM keeps.

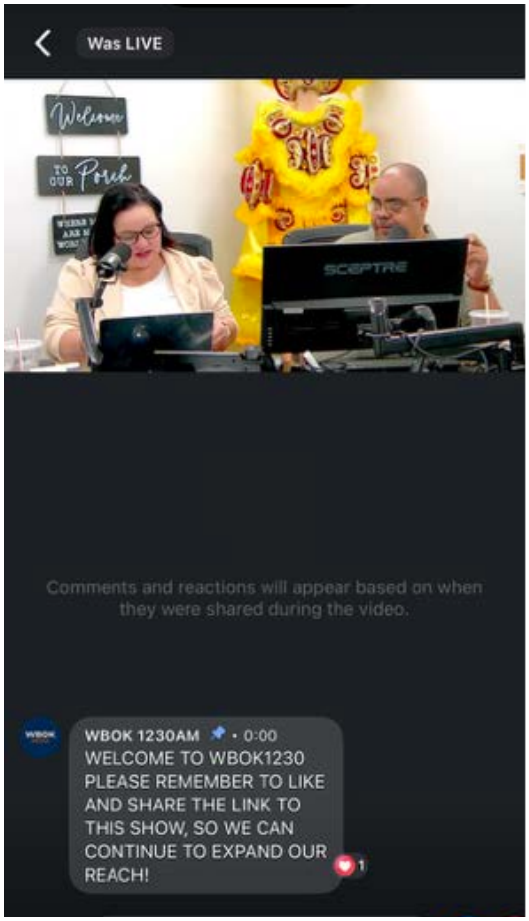
The existence of a government record does not mean that record is publicly available. The OIPM's records are confidential under City Code Section 2-1121(21) unless the law requires the OIPM to provide the documentation:

> *"All records of the office of the independent police shall be exempt from public disclosure and shall be considered confidential, unless the independent police monitor is legally required to make such records public.... The office of the independent police monitor is subject to all state laws concerning public records."*

What Is Metadata?

People have also asked about "metadata" and IP addresses. Metadata is information a computer creates automatically when something is sent electronically. Think of it as 'information about information.'

Examples of metadata may include the date and time something was submitted, or technical details about the device used to send it. We don't create this information ourselves; the computer systems create it automatically.



Above on WBOK, co-hosts, Gerod Stevens and Suzette Bagneris, recap the Civil Service appeal hearing for Officer Cockerham and question why the OIPM provided information about IP addresses of anonymous complainant's to the OIG for the investigation.

Understanding Anonymous Complaints, Metadata, and OIPM's Legal Obligations Continued

What that language means is that the OIPM cannot and will not release information unless the law requires the OIPM to release that material. Releases will depend on whether it's a public record, a subpoena, or there is another legal obligation to provide the information. This means: the OIPM's confidentiality has limits.

Even though our records are confidential, the law may require the OIPM to provide information.

What OIPM Did Not Do

It's just as important to explain what did not happen. We did not give these records to the public. We did not give up our confidentiality protections. We complied with a lawful request from another independent oversight office that has the legal authority to ask for records during an investigation.

How Are Public Records Requests Different?

Some people may wonder: could the public have just requested this same information? The answer is no, it works differently. City Code Section 2-1121(21) requires the OIPM to comply with state public record laws.

This means that when the OIPM receives a public records request, the office must review the request and determine what information can legally be released. When complaint records are released in response to a public records request, the OIPM reviews those records for confidential information and applies redactions. Depending on the circumstances, this may include personal identifying information, contact information, witness information, complainant information, or other information protected from disclosure.

If a complaint is submitted anonymously, the OIPM does not release information that would identify the anonymous complainant. Likewise, metadata such as IP address information is not disclosed through the public records process.

Why Did the OIPM Provide That Information (Records) to the OIG If It Is Not a Public Record?

What happened with the OIG was not a public records request. It was a formal request from another government oversight office that has its own legal power to investigate. These are two different things, with two different sets of rules.

First, the Office of Inspector General serves a different role than the OIPM. The OIG is responsible for conducting investigations involving fraud, waste, abuse, misconduct, and other matters within its jurisdiction. To perform those duties, City Code gives the OIG broad authority to obtain information it determines is necessary for an investigation. City Code Section 2-1120(12)(a) states that the OIG shall have access to records, information, data, documents, and other materials necessary to facilitate an investigation. Further, City Code Section 2-1120(12)(b) **requires** city agencies to provide requested information and assistance.

The City Code also states: "No subpoena is required for the information or documents mentioned in this paragraph. All information and documents are to be provided upon written request from the office of inspector general." **In other words, the OIG doesn't need a court order to get information from another city agency - a written request is enough.**

Therefore, once the OIG submitted a lawful written request, the OIPM was obligated to comply. The OIPM does not have legal authority to refuse the request. Nor did the OIPM have authority to limit the powers granted to the OIG under City Code. City Code Section 2-1121(19) specifically states: "Nothing in this section shall be construed to limit the existing powers of the office of inspector general..." The OIPM will comply with the law.

ACHIEVEMENTS, UPDATES, & WORK

Understanding Anonymous Complaints, Metadata, and OIPM's Legal Obligations Continued

How Can You Submit Complaints?

People have asked if different ways of submitting a complaint create different kinds of records. The answer is yes. Sending something electronically (like online) often creates extra technical information automatically. Other ways of submitting a complaint may create different kinds of records.

You can file a complaint with us in several ways:

- Through our website
- By calling or texting our 24-hour hotline: 1-877-225-6476 (OIPM) (in English, Spanish, or Vietnamese)
- By visiting our office in person
- By mailing us a complaint

No matter how you submit your complaint, the OIPM will follow the laws regarding how to keep confidential records. The OIPM accepts complaints without requiring your name. If you have questions about how to file a complaint, please contact us directly.

Above is one of the OIPM's billboards regarding the 24 hour hotline that is available for the public to utilize to file complaints of officer misconduct or accounts of positive policing (commendations).

Should You Still Use the Systems in Place to File Complaints?

Yes, the OIPM encourages the public and NOPD employees to tell us or the Public Integrity Bureau of any of their concerns about police conduct. You do not have to be identified. Anonymous complaints remain an important tool for receiving concerns that may otherwise go unreported. They help oversight agencies identify potential misconduct, policy concerns, and issues that may require further review.

The OIPM will continue accepting anonymous complaints and protecting complaint records from public disclosure as required by law. At the same time, we are going to be honest: the OIPM cannot refuse a lawful request from another government agency that has its own legal authority to investigate.

We understand why there have been questions about this process. We hope this explanation helps clarify what happened and why.

The OIPM understands that public trust must be earned and maintained. We remain committed to protecting complaint information to the fullest extent permitted by law, being transparent about our legal obligations, and ensuring that all continue to have multiple ways to safely share concerns with our office.

Anonymous complaints remain an important part of police accountability, and the OIPM will continue accepting, reviewing, and acting upon those complaints as part of our mission to serve the people and city of New Orleans.

WHO WE ARE

The OIPM is an independent, civilian police oversight agency created by voters in a 2008 charter referendum. Its mission is to improve police service to the community, community trust in the NOPD, and officer safety and working conditions. Since first opening its doors in August 2009, the Office of the Independent Police Monitor has been responsible for representing the community of New Orleans, providing accountability and oversight to the NOPD, and assisting in the reforms required under the Federal Consent Decree.

The OIPM is protected and required by City Charter and Ordinance. The OIPM operates through a Memorandum of Understanding (MOU) with the City of New Orleans and the New Orleans Police Department and has distinct responsibilities outlined by ordinance. This means this office was created by the people of New Orleans to represent all people interacting with the New Orleans Police Department to improve the way our community is policed.

Ensuring Compliance and Reform

- The OIPM reviews the NOPD's policies, practices, and investigations to ensure that every action taken is compliant with local, state, and federal law, and Consent Decree reforms.
- The OIPM advises on policy, tactics, training, and supervision to ensure that the NOPD is adopting national best practice and building a nondiscriminatory, safe, effective, and respectful police department that is responsive to the needs of the community and their employees.
- The OIPM does this through monitoring, case reviews, audits, and policy recommendations.

Amplifying the Needs of the Community

- The OIPM engages with the community to ensure that they both know about our services and understand how the police department works. Through providing information, the OIPM is equipping and empowering the community to navigate police encounters safely and demand what they need.
- Provides Complaint Intake.
- Operates the Community-Police Mediation Program.
- Partners with Families Overcoming Injustice.
- Coordinates public forums and outreach opportunities for the community to provide vital input on the way they are policed.

Making the NOPD a Safer and Nondiscriminatory Workplace

- The OIPM provides recommendations and assessments to ensure that the NOPD is a safe and nondiscriminatory work place for all employees.
- The OIPM assesses supervision and training to ensure that employees are being equipped and supported.
- The OIPM meets with police associations to hear concerns from their membership.
- The OIPM monitors disciplinary hearings to ensure that discipline is consistent and nonretaliatory.
- The OIPM receives commendations and accounts of positive policing from the community.

WHAT DO WE DO?

Mission, Vision, Work

We serve the community, ensure police transparency, compliance, and accountability, and make policing a safer and more rewarding employment experience.

WHAT WE DO

Misconduct Complaints

Disciplinary Proceedings

Data Analysis

Community Outreach

Use of Force

Community-Police Mediation Program

Audits and Policy

Commendations

The OIPM is the oversight body for the New Orleans Police Department (NOPD). The OIPM provides oversight through monitoring, reviewing, and auditing police activity and data. The OIPM is responsible for conducting complaint and commendation intake, on-scene monitoring of critical incidents and uses of force, overseeing the community-officer mediation program, reviewing investigations, providing assessments, identifying patterns, and making recommendations for improved practice, policy, resource allocation, and training.

The OIPM envisions a police force where the community is a valued and respected partner in public safety and law enforcement. This is achieved through:

- Assurance of transparency, accountability, and fairness within the NOPD and in all policing practices
- Community-driven policing policy that reflects the changing and dynamic needs of New Orleanians
- Continued efforts to engage the community and collaborate with community partners
- Recruitment and retention of a police force that is representative of and responsive to the community it serves
- Utilization of de-escalation techniques and methods when responding to calls of service
- Conducting only lawful and necessary arrests free of discriminatory practices
- Thorough and effective investigations resulting in appropriate arrests and prosecutions
- Clear and professional communication with victims and witnesses of crime and all that come into contact with the NOPD
- Responsible utilization of equipment and allocation of resources
- Development of highly trained supervisors and organizational leadership
- Interactions with the public and internally within the police force that are based in mutual trust and respect

The OIPM seeks to amplify the voice of the community to ensure that all within the city – visitors and residents alike – can access police services equally and have a positive experience with officers.

DATA OVERALL: YEAR TO DATE AND MONTH

	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017	Avg 2017-2026
Civilian Complaint Count	125	29	68	61	32	33	41	43	11	18	46.10
Police Complaint Count	0	1	0	0	0	3	0	0	4	2	1.00
Civilian w/in NOPD	0	0	0	0	0	0	0	0	0	0	0.00
Anonymous Complaint	11	13	13	10	14	16	21	0	0	0	9.80
Community Liaison Count	11	12	9	19	8	14	25	13	1	3	11.50
Case Monitoring Count	0	2	1	3	6	2	8	0	7	5	3.40
Case Review Count	0	0	0	1	4	4	1	4	3	0	1.70
Contact Only Count	19	25	51	24	17	9	23	14	2	4	18.80
FDI Notification Count	24	17	11	28	24	13	35	20	49	13	23.40
Disc. Hearing Attended Count*	21	24	11	0	0	0	0	0	0	0	5.60
Critical Incident Count	2	8	4	2	4	7	8	7	3	6	5.10
Firearm Discharge Count	4	7	3	1	4	4	7	6	1	3	4.00
Lvl 4 Non-Critical	4	6	9	5	9	4	8	0	0	0	4.50
Force Monitoring*	3	1	3	1	0	0	0	0	0	0	0.80
Mediation Count	12	17	16	14	13	12	18	22	11	18	15.30
Commendation Count	2	1	4	3	0	3	1	1	0	1	1.60
Community Outreach Events	37	36	50	33	54	12	12	0	0	0	23.40
Grand Total	275	199	253	205	189	136	208	130	92	73	176.00

	Jun 2026	Jun 2025	Jun 2024	Jun 2023	Jun 2022	Jun 2021	Jun 2020	Jun 2019	Jun 2018	Jun 2017	2017-2026 Average
Citizen Complaint Count	10	6	5	8	4	5	18	7	1	2	6.60
Police Complaint Count	0	1	0	0	0	0	0	0	0	0	0.10
Civilian w/in NOPD	0	0	0	0	0	0	0				0.00
Anonymous Complaint	4	0	2	1	4	0	8				2.71
Community Liaison Count	0	3	0	1	2	3	2	0			1.38
Case Monitoring Count	0	0	0	0	0	0	0	0	0	1	0.10
Case Review Count	0	0	0	0	0	0	0	0	1	0	0.10
Contact Only Count	4	4	7	1	1	0	16	1	1	1	3.60
FDI Notification Count	6	1	2	5	1	0	18	14	8	0	5.50
Disc. Hearing Attended Count*	4	1	2								2.33
Critical Incident Count	1	1	0	0	1	0	2	1	0	1	0.70
Firearm Discharge Count	2	1	0	0	0	0	1	1	0	1	0.60
Lvl 4 Non-Critical	0	2	1	1	3	0	0				1.00
Force Monitoring*	0	0	0	0							0.00
Mediation Count	2	1	3	6	4	2	4	2	2	1	2.70
Commendation Count	0	0	1	1	0	0	0	0		1	0.33
Community Outreach Events	9	6	10	7	7	3					7.00
Grand Total	42	27	33	31	27	13	69	26	13	8	28.90

indicates a new category or a category that was not always captured by OIPM

CURRENT BUDGET

OIPM Budget Description	Amount
Personnel	$944,243.00
Operating	$216,663.00
2026 Total OIPM Budget	$1,160,906.00
2026 Total OIPM Budget	$1,160,906.00
Amounts Spent to Date:	$520,223.79
Unexpended funds	$640,682.21

MISCONDUCT WORK

Relevant Definitions

Complaint
A complaint is an allegation of misconduct filed against a NOPD officer(s) by a member of the public or civilian (external) or another officer (internal). A complaint may concern an action or lack of action taken by a NOPD officer(s), an interaction with a NOPD officer, or a witnessed interaction with a NOPD officer.

Complainant
A complainant is the individual who files a complaint against a NOPD officer(s). A complainant may be generated internally (by another officer or a supervisor) or externally (by a member of the public). The complainant does not need to be personally affected by the incident.

OIPM Complaint Codes
When the OIPM receives a complaint referral, the OIPM organizes the complaint according to the source of the complaint.

- Civilian based complaints are classified as: CC.
- Complaints from police officers are classified as: PO.
- Complaints from civilians working within the NOPD are classified as: CN.
- Anonymous complaints are classified as: AC.

Misconduct
Officer action or failure to take action that violates any rule, policy, procedure, order, verbal or written instruction of the NOPD or is a violation of any city ordinance, state or federal criminal law. Misconduct includes, but is not limited to:

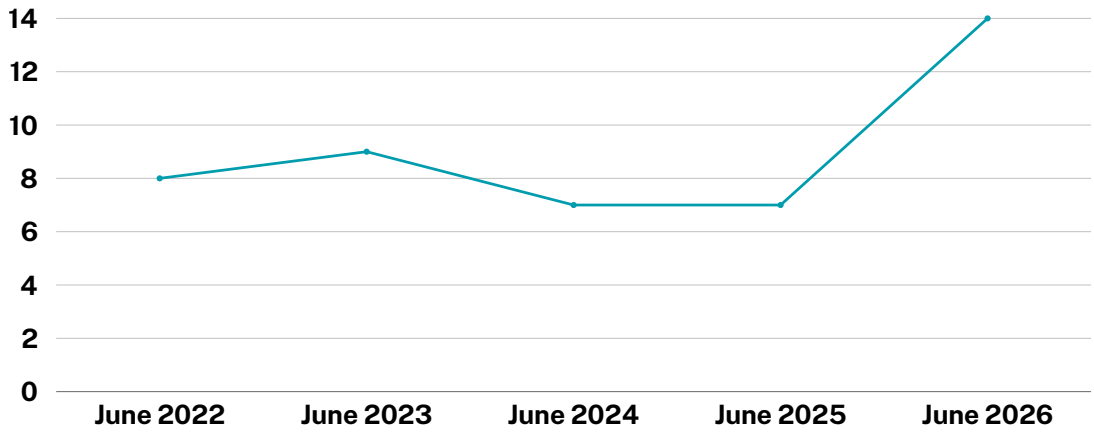
- Use of Force
- Abuse of Authority such as unlawful searches and seizures, premises enter and search, no warrant, threat to notify child services, threats to damage of property, etc., refusal to take complaint, refuse to identify themselves, damages to property seized
- Failure to supervise
- Falsification of records
- Inappropriate language or attitude
- Harassment
- Interference with Constitutional rights
- Neglect of duty
- Discrimination in the provision of police services or other discriminatory conduct on the basis of race, colors, creed, religion, ancestry, national origin, gender, sexual orientation
- Theft
- Retaliation for filing complaint with NOPD or the OIPM

Complaint Procedures

The OIPM does not verify the statements made during complaint intake or agree with the statements provided by the complainant. The OIPM strives to accurately capture the words, emotions, goals and narrative shared by the complainant and selects the policy, practice, or rule that each allegation of behavior / incident could have violated if determined to be true. OIPM personnel may review information in NOPD systems regarding the interaction complained of, including body worn camera video, in car camera video, electronic police reports and field interview cards. The OIPM may include information obtained from NOPD information systems in the complaint referral.

The OIPM assesses whether in the information provided should be provided confidentially or if the OIPM would recommend covert operations conducted by the Special Investigation Squad (SIS). Anything shared in this report is public information.

Complaint Totals - June



14

Total Complaints Received this month

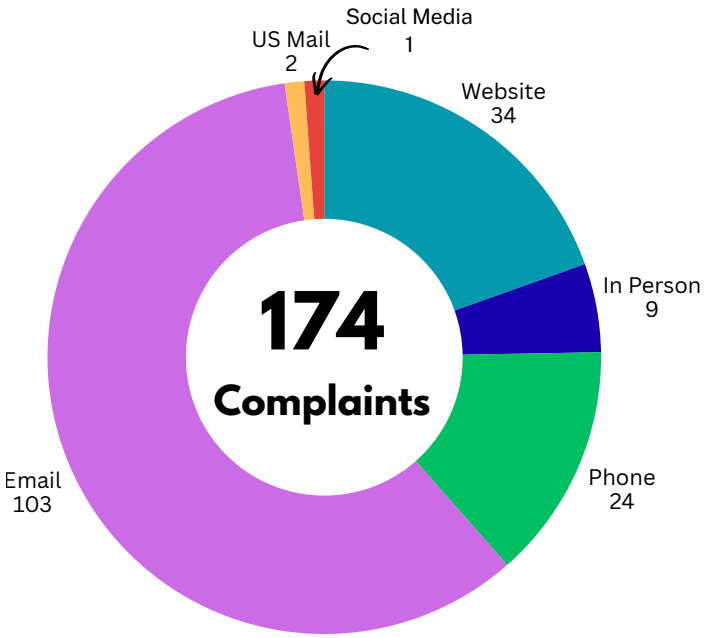
136

Total Complaints Received This Year

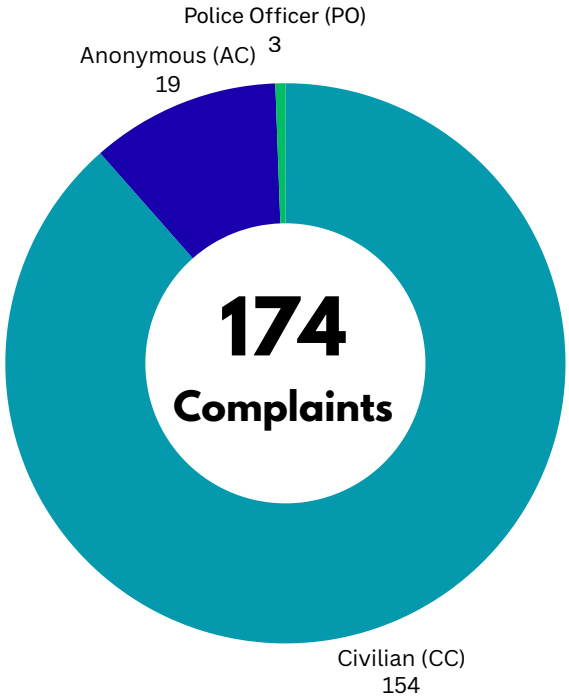
Complaint Intake Source - 2026

Complainant Type - 2026

Complaint Intake Source - Past 12 Months

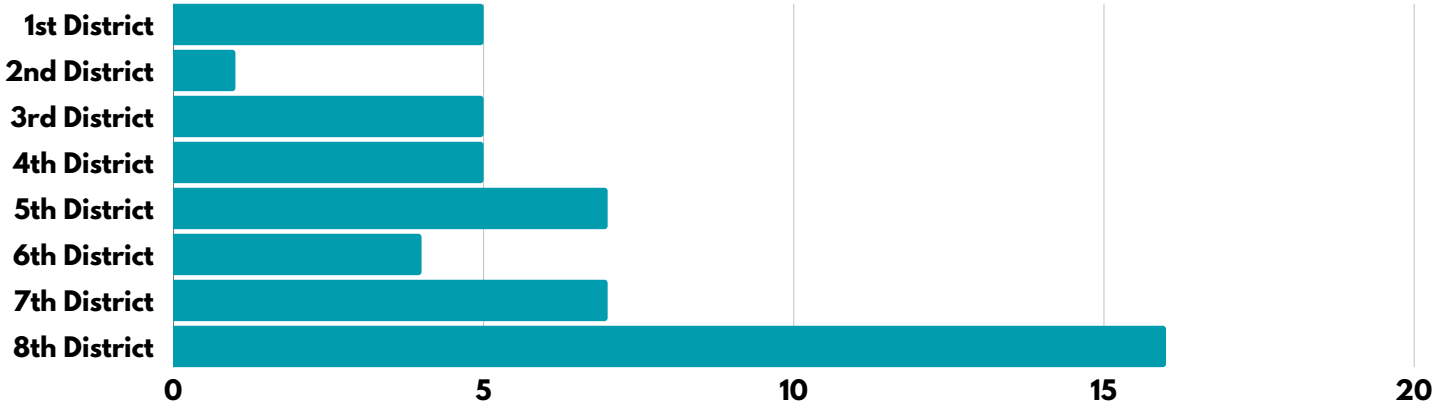


Complainant Type - Past 12 Months

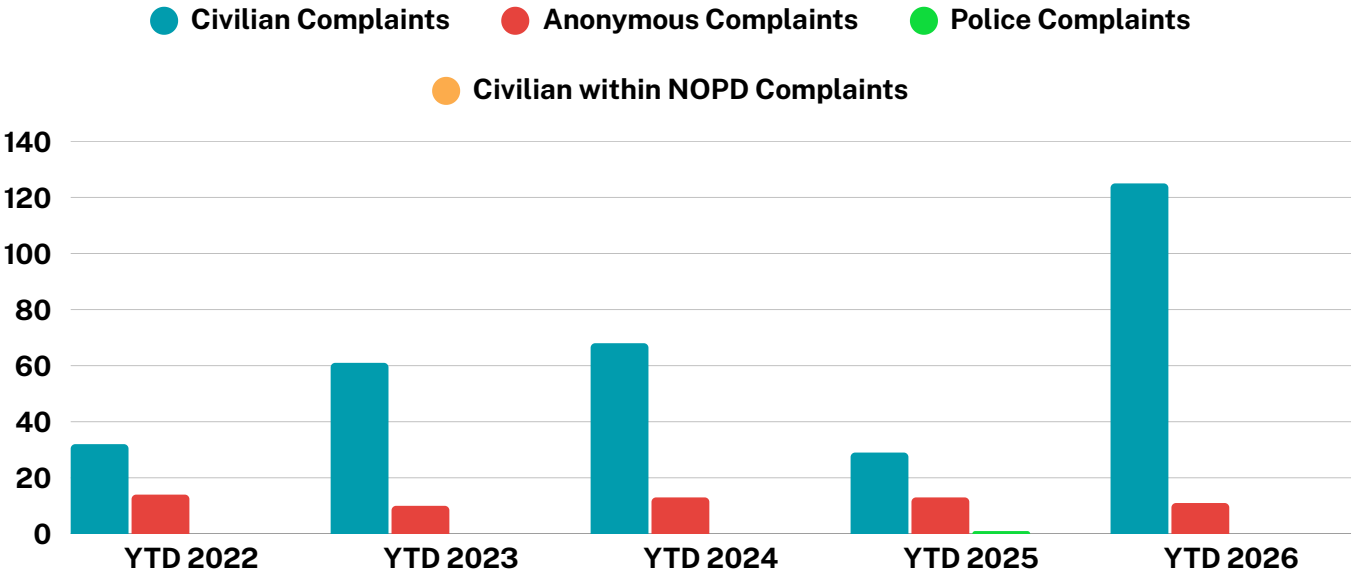


Districts - Past 12 Months

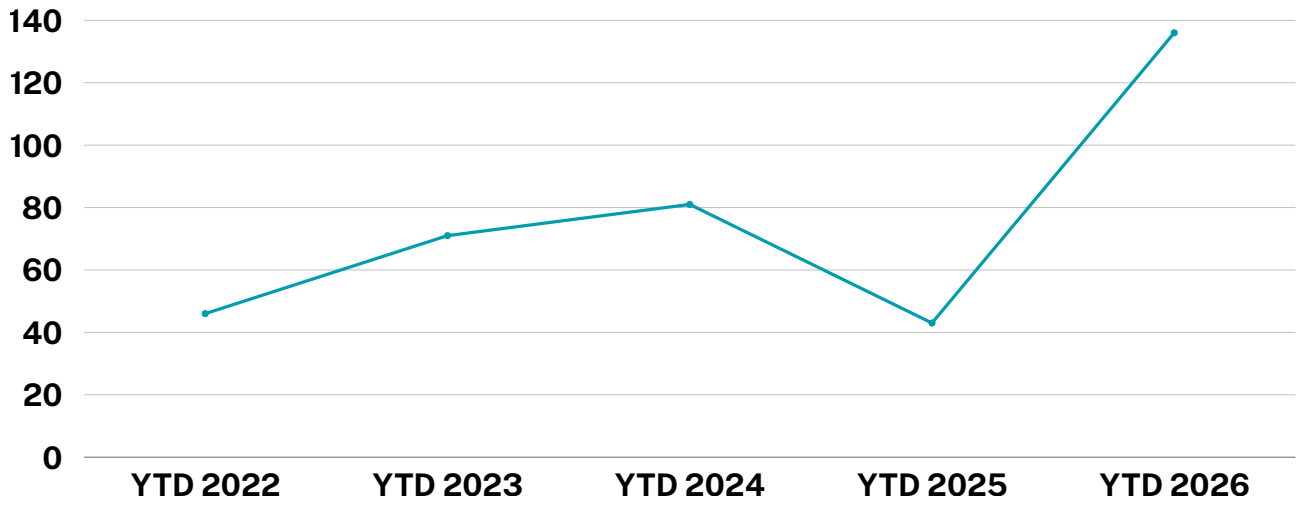
This chart communicates where the alleged misconduct occurred by police district. This requires the misconduct to occur in a physical space (instead of an incident that occurs over the phone or internet for example). This is based on complainant disclosure and the OIPM tries to verify this information through electronic police reports, body worn camera footage, and field identification cards.



Complaint Type YTD - 2022, 2023, 2024, 2025, 2026

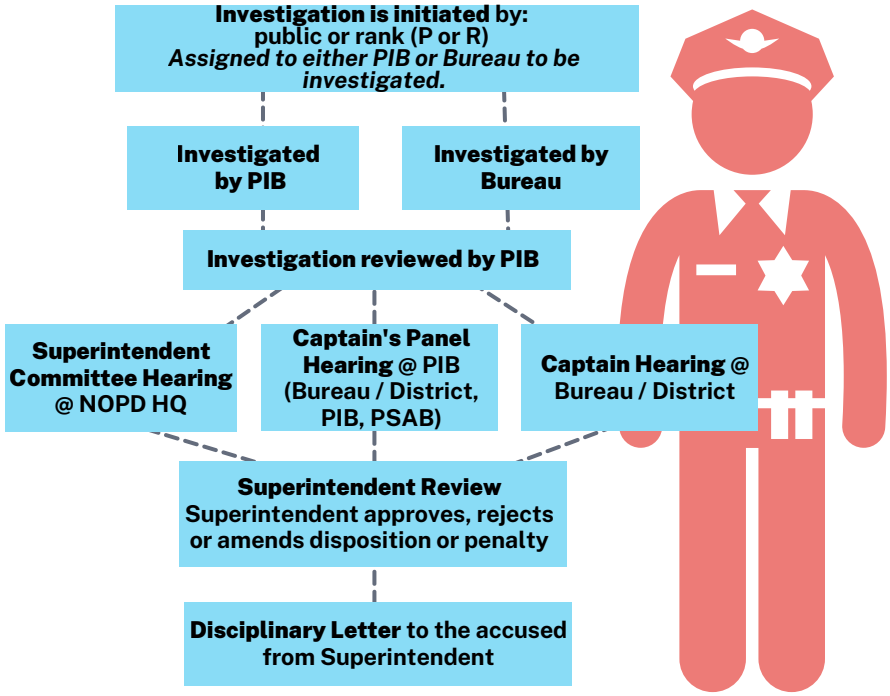


Complaint Totals YTD - 2022, 2023, 2024, 2025, 2026



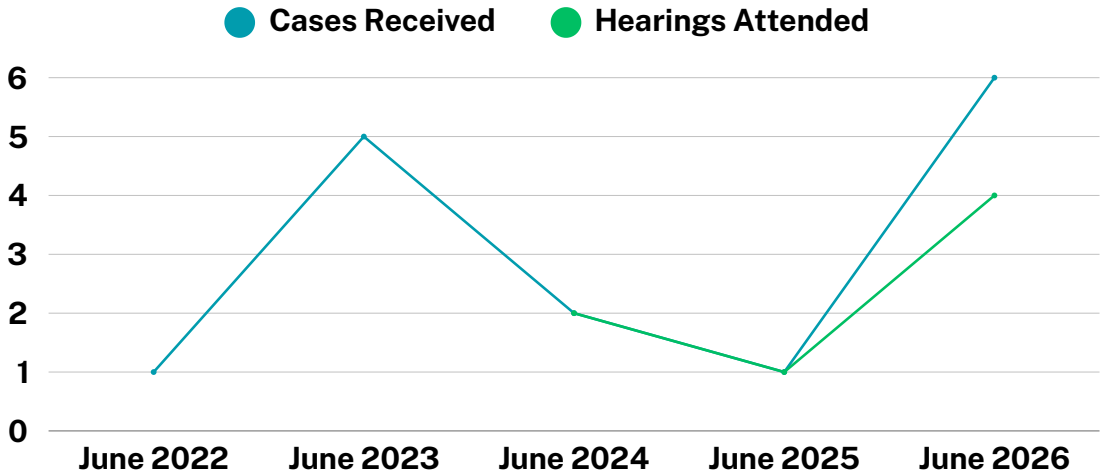
DISCIPLINARY PROCEEDINGS

After the misconduct investigatory process, if the investigating officer sustained an allegation, then that allegation must be affirmed by NOPD leadership in order for that accused officer to be disciplined. This occurs through the disciplinary proceeding process. The disciplinary proceedings are conducted by the NOPD - either by Captains or Deputy-Chiefs. The OIPM monitors and assesses the efforts of NOPD to ensure all disciplinary investigations and proceedings are conducted in a manner that is non-retaliatory, impartial, fair, consistent, truthful, and timely in accordance with NOPD policies and law. Adjudication of misconduct is handled internally by the PIB or the Bureau of the officer / employee.



The OIPM may monitor the process conducted by the PIB or by the Bureau; however, under the MOU, there are detailed directions regarding how the OIPM is notified of investigations by the PIB and similar protocol does not currently exist for Bureaus. For that reason, the OIPM tends to be more involved with investigations and disciplinary proceedings conducted by the PIB. During every disciplinary proceeding, the OIPM remains in the room for deliberation with the NOPD leadership to give the hearing officers feedback and input. This process is how the OIPM provides our recommendations and feedback regarding the strength of the investigation, liability and risk management concerns, and areas where the policy required clarification or was being applied inconsistently. Though OIPM may provide this feedback in memorandums to the NOPD prior to the hearing or supplementing these hearings, these discussions during the deliberation process enable the NOPD to consider and digest our points before any final decision was made on the matter. These discussions are an opportunity for the OIPM to provide and receive insight into the NOPD investigation and often these comments lead to meaningful discussion with not just the hearing officers, but the assigned investigator on the case, since it was an opportunity for that investigator to explain investigatory decisions and to answer questions.

Disciplinary Proceedings - June



6

Disciplinary Cases Received this Month

4

Disciplinary Hearings Attended this Month

OIPM tracks Disciplinary Proceedings based on the date notice is received from NOPD and not necessarily on when the disciplinary proceeding occurs. Additionally, this figure does not account for investigations in which multiple officers are accused, or for hearing notifications received in a prior year but rescheduled to the current month. These proceedings are often rescheduled for scheduling conflicts. Tracking by notification date allows for consistent and accurate data collection.

USE OF FORCE

Relevant Definitions

Critical Incident
Critical incidents are an internal definition that was agreed upon by the OIPM and the NOPD through the November 10, 2010 Memorandum of Understanding. This definition captures that the OIPM should be notified of deaths, certain levels of injuries, and officer involved shootings within an hour so the OIPM has the ability to monitor the on scene investigation by the Force Investigation Team. According to this shared definition, critical incidents are:

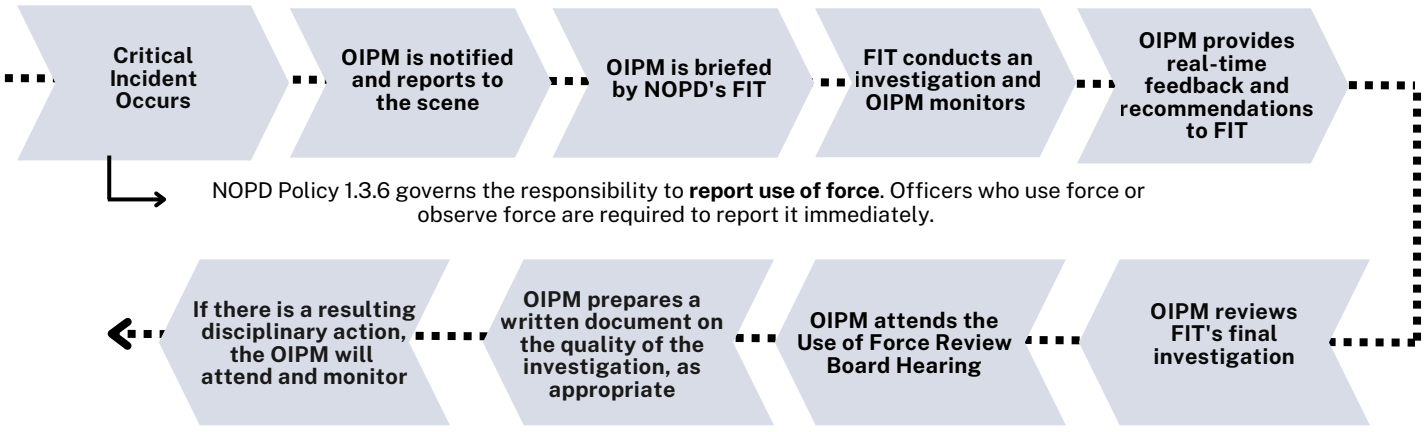
- All incidents including the use of deadly force by an NOPD officer including an Officer Involved Shooting ("OIS");
- All uses of force by an NOPD officer resulting in an injury requiring hospitalization;
- All head and neck strikes with an impact weapon, whether intentional or not;
- All other uses of forces by an NOPD officer resulting in death; and
- All deaths while the arrestee or detainee is in the custodial care of the NOPD.

Use of Force
Use of Force is when an officer uses physical contact on an individual during a civilian-police interaction. The force can be mild to severe based on the levels of force outlined in the NOPD policy. The force may be considered justified by NOPD policy considering the facts and circumstances known to the officer at the time which would justify that appropriate physical contact based on how officers are trained to handle that interaction. Force will be assessed based on the type of contact utilized compared to the resistance encountered, resulting injuries, witness statements, officer statements, and evidence found.

Levels of Force

- **Level 1**: Includes pointing a firearm at a person and hand control or escort techniques (e.g., elbow grip, wrist grip, or shoulder grip) applied as pressure point compliance techniques that are not reasonably expected to cause injury; takedowns that do not result in actual injury or complaint of injury; and use of an impact weapon for non-striking purposes (e.g., prying limbs, moving or controlling a person) that does not result in actual injury or complaint of injury. It does not include escorting, touching, or handcuffing a person with minimal or no resistance.
- **Level 2**: Includes use of a CEW also known as "tasers" (including where a CEW is fired at a person but misses); and force that causes or could reasonably be expected to cause an injury greater than transitory pain but does not rise to a Level 3 use of force.
- **Level 3**: Includes any strike to the head (except for a strike with an impact weapon); use of impact weapons when contact is made (except to the head), regardless of injury; or the destruction of an animal.
- **Level 4**: Includes all 'serious uses of force' as listed below:
  - (a) All uses of lethal force by an NOPD officer;
  - (b) All critical firearm discharges by an NOPD officer;
  - (c) All uses of force by an NOPD officer resulting in serious physical injury or requiring hospitalization;
  - (d) All neck holds;
  - (e) All uses of force by an NOPD officer resulting in a loss of consciousness;
  - (f) All canine bites;
  - (g) More than two applications of a CEW on an individual during a single interaction, regardless of the mode or duration of the application, and whether the applications are by the same or different officers, or CEW application for 15 seconds or longer, whether continuous or consecutive;
  - (h) Any strike, blow, kick, CEW application, or similar use of force against a handcuffed subject; and
  - (i) Any vehicle pursuit resulting in death, serious physical injury or injuries requiring hospitalization.

Critical Incident / Use of Force Chain of Events

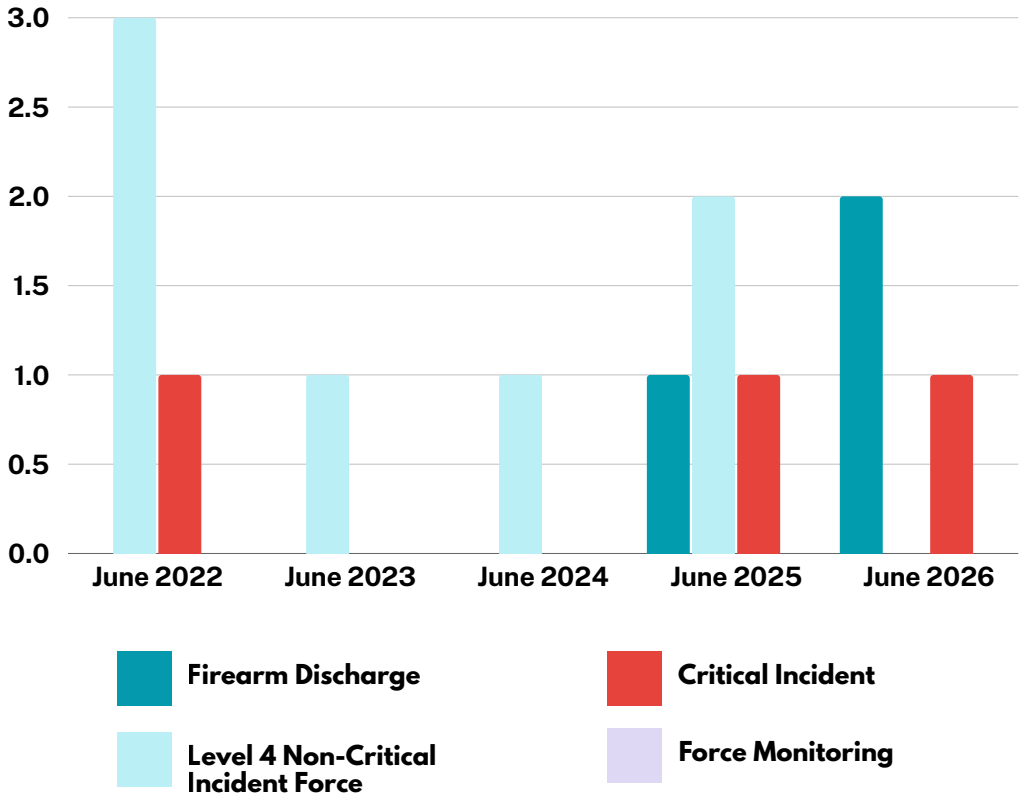


Use of Force Work

Use of Force monitoring and reviews are an opportunity for the OIPM to conduct a qualitative assessment of an investigation to ensure thoroughness, timeliness, fairness, transparency, accountability, and compliance with law and policy. The OIPM monitors and reviews the use of force, in-custody death, and critical incident investigations conducted by the Force Investigation Team (FIT) within the Public Integrity Bureau (PIB) of the NOPD. The OIPM is required by City Code § 2-1121 and by the MOU to monitor the quality and timeliness of NOPD's investigations into use of force and in-custody deaths. The OIPM will attend the investigation or the relevant activity, and will document the activity taken and not taken by the NOPD. The expectation is that the OIPM representative does not participate in the activity, but instead observes the police actions and takes notes.

While OIPM is notified of each use of force that occurs, OIPM gives the most attention to the most serious uses of force incidents, Critical Incidents. However, OIPM will often review lower-level uses of force incidents to ensure NOPD policy is being upheld.

Use of Force This Month
2022, 2023, 2024, 2025, 2026



2

Firearm Discharge this Month

1

Critical Incidents this Month

0

Level 4 Non-Critical Use of Force this Month

0

Additional Force Monitoring this Month

COMMUNITY-POLICE MEDIATION

What is Mediation?

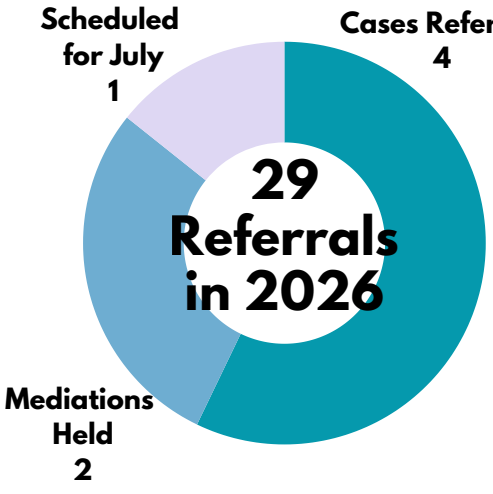
Mediation is an alternative to the traditional process of resolving complaints of police officer misconduct. Mediation provides a process facilitated by two professionally-trained community mediators to create mutual understanding and allow the officer and civilian to be fully heard and understood in a non-judgmental way. Mediation creates a safe, neutral space for officers and civilians to speak for themselves, share about their interaction and how it impacted them, explain what is important to them, and come to their own agreements and solutions about moving forward.

The Public Integrity Bureau (PIB) of the NOPD determines which complaints are referred to the Mediation Program. The types of complaints that are most often referred to mediation are those that allege lack of professionalism, neglect of duty, or discourtesy.
Complaints such as unauthorized use of force, unlawful search, and criminal allegations are ineligible for mediation and continue through the formal complaint investigation process by the PIB.

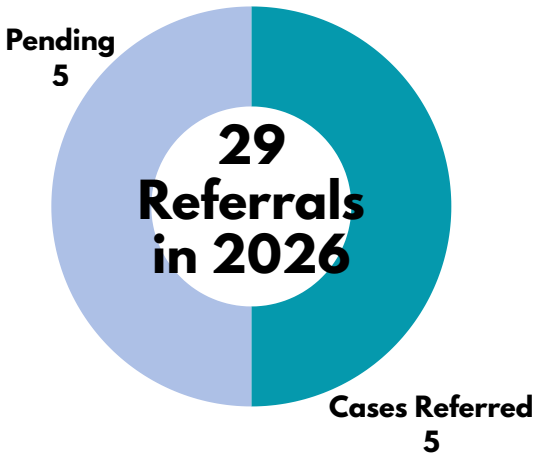
Voluntary
All participants engage in mediation at their own free will. They can end the process at any time and will not be forced to do anything or say anything they do not want to. No one is forced to agree to anything they do not want to.

Consent
All parties must voluntarily agree to participate in mediation and give consent. The consent process involves communication between the participant and the Mediation Director or program staff about the mediation process, what to expect, and clarification of any questions. Consent forms are signed in advance of confirming the mediation session.

Mediation Numbers - June



Post-Investigation / Cleared by Camera (CBC) Mediation Numbers - June



Community District Based Mediation Numbers - June

Non-judgmental

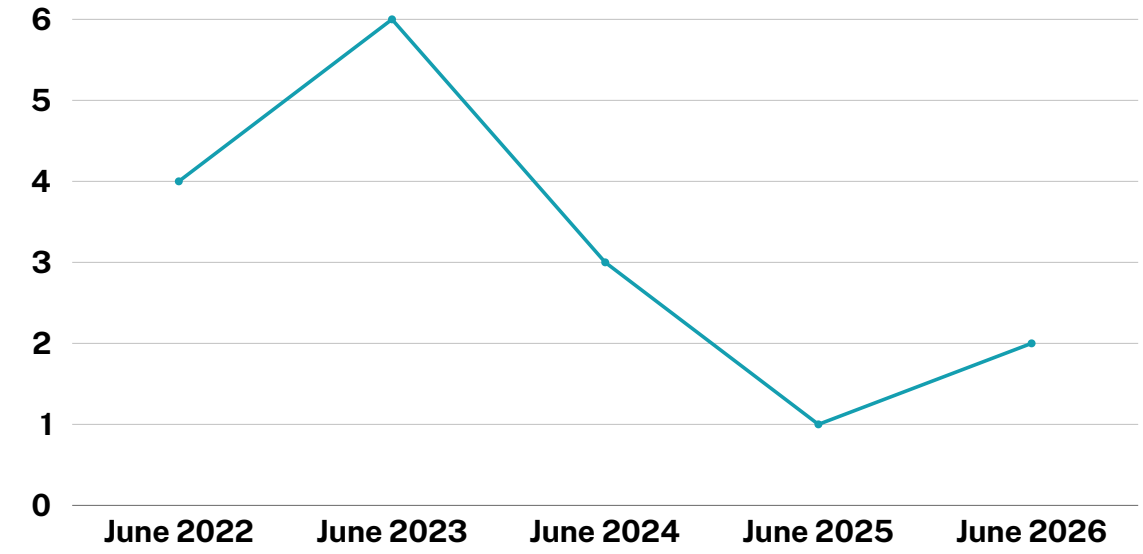
Confidential

Voluntary

Mediation is:

- A participant-guided process that helps the community member and the officer come to a mutually-agreeable solution. This helps to create mutual understanding and improve relationships.
- A space of discussion without the need to say who is right or wrong. No evidence is needed. The mediators are not judges. The mediators do not present their thoughts on the issue.
- It's about dialog, not forced resolutions. People are not forced to shake hands or make-up. The role of the mediators is to be neutral 3rd party facilitators. They will not pressure either participant to come to an agreement.
- An opportunity for the community member and the officer to be in charge of their own process and outcome. It will not be decided by an outside agency or person. It is outside of any punishment framework or the legal process. There is no appeal because mediation is voluntary.

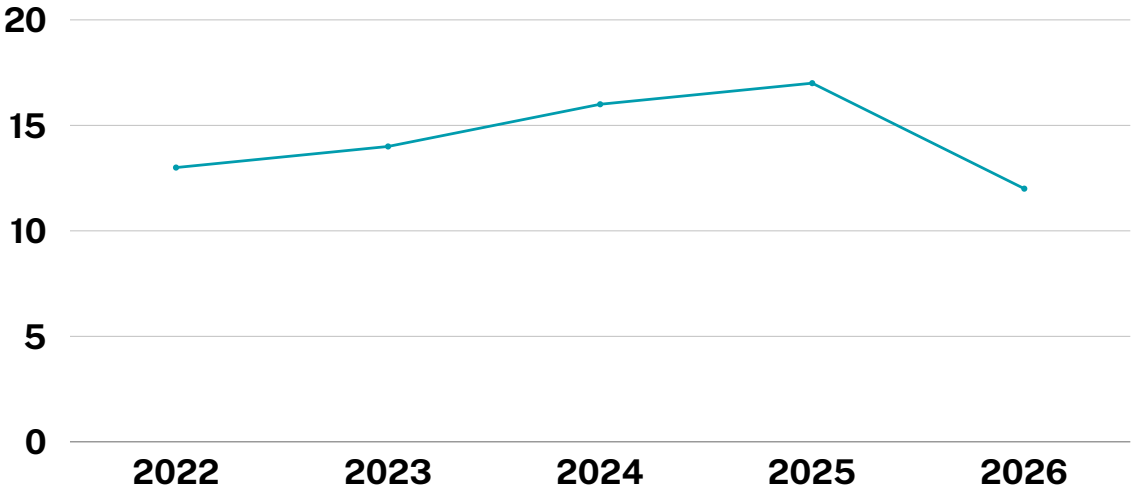
Total Mediations Held This Month 2022, 2023, 2024, 2025, 2026



2

Total Mediations Held this month

Total Mediations Held YTD In 2022, 2023, 2024, 2025, 2026



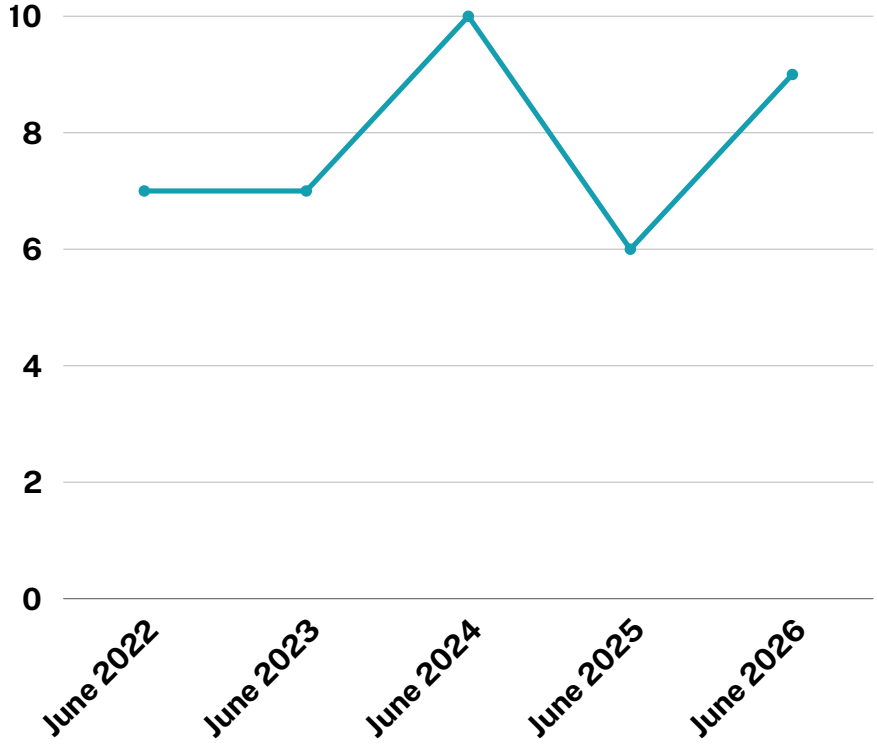
12

Total Mediations Held YTD

COMMUNITY ENGAGEMENT

The community is vital to police oversight and the center of the work conducted by the OIPM. In the Memorandum of Understanding, the OIPM committed to developing relationships with community and civil groups to receive civilian and anonymous complaints, meeting with police associations, and conduct public outreach meetings and engagement activities. In this section of the Monthly Report, the OIPM explains the community outreach and public events that the OIPM coordinated or participated in the last month.

Outreach - June 2022, 2023, 2024, 2025, 2026

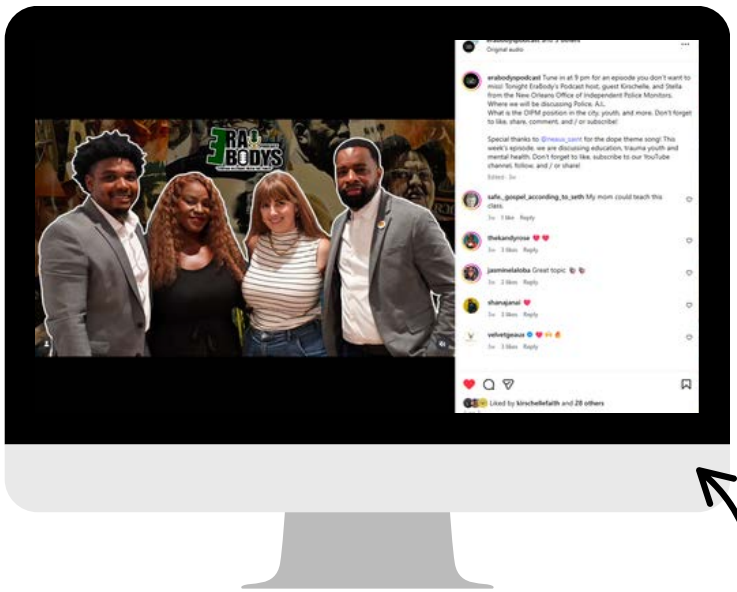


9

Total Outreach Events this Month

Outreach Events

- Coffee with the OIPM at Pontilly Coffee
- Special Mediator In-Service with CMM's Lorig Charkhoudian
- Community Health Fair at The Broadside
- Operation Restoration Community Festival at PotBelly NOLA
- Community- Police Mediation Network- virtual meeting- Held by Zoom
- Coffee with the OIPM at Backatown Coffee Parlour
- IPM Stella Cziment & DPM Kirschelle Williams on Erabody's Podcast
- Criminal Justice Committee Presentation
- Fox 8 Interview, re: Burkart Termination



Above, Independent Police Monitor, Stella Cziment, and Deputy Police Monitor, Kirschelle Williams, went on the podcast and Youtube show, Erabody's Podcast, in June to answer questions about policing in New Orleans and explain the role of oversight in the city.

OIPM's Monitor's Mic Radio Shows

If you want to listen our Monitor's Mic programing, it is all available online. You can listen on the OIPM website:

https://nolaipm.gov/the-monitors-mic/

DEPARTMENT OF HEALTH
CITY OF NEW ORLEANS

Helena Moreno
MAYOR

Joseph Giarrusso III
CHIEF ADMINISTRATIVE OFFICER

JENNIFER AVEGNO, MD
DIRECTOR OF HEALTH

July 10, 2026

Ms. Aisha R. Collier
Clerk of Council
City Hall – Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Monthly Reporting regarding Section 82-703

Dear Ms. Collier,

Please find enclosed the June 2026 documentation of all encampment clean- up efforts as required by Section 82-703.

Sincerely,

Jennifer Avegno, MD
Director of Health, City of New Orleans

Results of Encampment Cleaning Events

Notice **Date:** 6/01/2026
Areas Receiving Notice: 1
Cleanup Date: 06/03/2026

Cleanup Start Time: 07:30 AM **Cleanup End Time:** 12:20 PM
Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: Banks of River by former NSA facility (End of the World)

Staff Present:

NOHD: 2
NOPD: 8
Sanitation: 14
OCD: 0
UNITY: 0
Other Agencies: 3 (OHSS), 1(TAS)

	District A	District B	District C	District D	District E
Number of Camps Cleaned			1		
Number of Individuals Present at Camps			3		
Vulnerable Individuals (children, disabled, pregnant women)			0		
Domesticated Animals Present			Yes		
Arrests in District			No		
Response to Medical Issue/Death			No		
Voluntary Storage Offered			Yes		
Voluntary Storage Accepted			No		
Post-remediation Notices			N/A		
Storage Details			N/A		
Other			8 dump truck of trash and debris		

Results of Encampment Cleaning Events

Notice Date: 06/08/26
Areas Receiving Notice: 1
Cleanup Date: 06/09/2026

Cleanup Start Time: 07:45AM **Cleanup End Time:** 01:35 PM
Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: **End of the World (Continuation)**

Staff Present:

NOHD: 2
NOPD: 4
Sanitation: 14
OCD: 0
UNITY: 0
Other Agencies: 2 (OHSS)

	District A	District B	District C	District D	District E
Number of Camps Cleaned			1		
Number of Individuals Present at Camps			0		
Vulnerable Individuals (children, disabled, pregnant women)			0		
Domesticated Animals Present			0		
Arrests in District			No		
Response to Medical Issue/Death			No		
Voluntary Storage Offered			N/A		
Voluntary Storage Accepted			N/A		
Post-remediation Notices			N/A		
Storage Details			N/A		
Other			Cont. cleanup. Area cleared w/15 dump trucks of trash and debris		

Results of Encampment Cleaning Events

Notice Date: 06/8/2026
Areas Receiving Notice: 3
Cleanup Date: 06/10/2026

Cleanup Start Time: 07:30 AM **Cleanup End Time:** 08:55 AM

Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: Calliope and S. Liberty, Calliope and Carondelet and Calliope and Baronne

Staff Present:
NOHD: 2
NOPD: 3
Sanitation: 10
OCD: 0
UNITY: 0
Other Agencies: 15 (OHSS, DOTD, Odyssey House)

	District A	District B	District C	District D	DistrictE
Number of Camps Cleaned		3			
Number of Individuals Present at Camps		11			
Vulnerable Individuals (children, disabled, pregnant women)		0			
Domesticated Animals Present		0			
Arrests in District		No			
Response to Medical Issue/Death		No			
Voluntary Storage Offered		N/A			
Voluntary Storage Accepted		N/A			
Post-remediation Notices		N/A			
Storage Details		N/A			
Other		Massive trash			

		piles removed. Joint effort by Sanitation and DOTD. Multiple built structures removed.			

Results of Encampment Cleaning Events

Notice Date: 06/16/26
Areas Receiving Notice: 1
Cleanup Date: 06/17/2026

Cleanup Start Time: 07:20 AM **Cleanup End Time:** 09:20 AM

Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: Ferdinand and N. Claiborne

Staff Present:
NOHD: 1
NOPD: 5
Sanitation: 10
OCD: 0
UNITY: 0
Other Agencies: 1 (OHSS)

	District A	**District B**	**District C**	**District D**	**District E**
Number of Camps Cleaned			1		
Number of Individuals Present at Camps			1		
Vulnerable Individuals (children, disabled, pregnant women)			0		
Domesticated Animals Present			No		
Arrests in District			No		

Response to Medical Issue/Death			No		
Voluntary Storage Offered			N/A		
Voluntary Storage Accepted			N/A		
Post-remediation Notices			N/A		
Storage Details			N/A		
Other			Large built structure removed and cleared. Storage pod on site cleared out. Three dump truck loads of trash and debris removed.		

Results of Encampment Cleaning Events

Notice Date: 06/23/26
Areas Receiving Notice: 2
Cleanup Date: 06/24/2026

Cleanup Start Time: 07:30 AM **Cleanup End Time:** 09:40 AM

Individuals Receiving Outreach: *Update to be provided by UNITY*
Camp Locations: 2300 Blk Willow St. and S. Robertson and Feliciana

Staff Present:
NOHD: 1

NOPD: 2

Sanitation: 7

OCD: 0

UNITY: 0

Other Agencies: 1 (OHSS)

	District A	District B	District C	District D	District E
Number of Camps Cleaned		1	1		
Number of Individuals Present at Camps		1	2		
Vulnerable Individuals (children, disabled, pregnant women)		0	0		
Domesticated Animals Present		0	0		
Arrests in District		No	No		
Response to Medical Issue/Death		No	No		
Voluntary Storage Offered		N/A	N/A		
Voluntary Storage Accepted		N/A	N/A		
Post-remediation Notices		N/A	N/A		
Storage Details		N/A	N/A		
Other		Table, chairs, broken TV, trash and debris removed.	Large encampment under bridge. Kitchen appliances, furniture, large trash piles		

619 South White Street
New Orleans, LA 70119

(504) 822-2414
www.orleansda.com

OFFICE OF THE ORLEANS PARISH DISTRICT ATTORNEY

JASON ROGERS WILLIAMS

July 6, 2026

Clerk of Council
Via email: clerkofcouncil@nola.gov

Re: Monthly budget report

Dear Madam Clerk:

Please find enclosed the May 2026 budget report from the Orleans Parish District Attorney's Office. Of course, please do not hesitate to contact me should you need anything further from our office at this time.

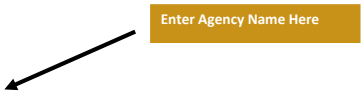
Kind regards,

Micah Ince
Chief of Staff

City of New Orleans — Orleans Parish District Attorney — Monthly Budget Report

Fiscal Year 2026 — Instructions & User Guide

STEP	DIRECTION / BEST PRACTICE
START HERE — Enter Your Department / Agency Name Below	
Department / Agency Name:	**Orleans Parish District Attorney**
REPORTING PERIOD — Select Month Below	
Reporting Month:	**May**
Reporting Period:	**Reporting Period: May**
1 | Set Up Your Budget Lines	Open Budget_Revenue, Budget_PersonalServices, and Budget_OtherOperating tabs. For each line item: enter a unique LineID, Line Item Name, Active (Yes/No), Annual Budget, and optional Notes. Generic line items are pre-loaded as a starting point — customize them for your agency. Reserved blank rows allow additions later without disrupting existing data.
2 | Never Rename a Used Line Item	Once actuals are entered against a line, its LineID and name must not change. If a name must be updated: update the budget of the old row as needed, then add a NEW row with a new LineID. This protects all historical reporting data.
3 | Enter Actuals Each Month	Go to the Actuals tab each reporting period. Filter Column A (Month) to show only the current month. Enter dollar amounts in Column G (Actual Amount). Use Column H for explanatory notes. Do not edit Columns B–F — they auto-fill from your budget setup.
4 | Projection Carveouts — Only When Needed	Use the Projection_Carveouts tab ONLY when a line item has a known irregular payment schedule (e.g., a $60,000 contract paid all at once in March). Select the Section from the dropdown, then the Line Item Name (list narrows automatically), then the Month. The LineID populates itself. Leave blank for all standard, evenly-spent line items.
5 | Update Staffing Each Month	Go to the Staffing Report tab. Enter the number of FTEs actually employed in each role in the current month's column. Column C (Vacancies) calculates automatically. Leave future months blank — only fill in months that have occurred.
6 | Review Your Reports	The Executive Summary tab shows high-level totals: Revenue, Expenditures, and Net Surplus/Deficit. The Monthly Detail tab shows every line item with monthly actuals, YTD totals, and variances. Both tabs update automatically — no data entry is needed on either reporting tab.
7 | Set the Reporting Month	The Reporting Month is set on this Instructions tab — use the yellow dropdown in the Reporting Month box above (cell B9). All Expected YTD calculations, variances, and the Executive Summary update automatically. The Actuals tab auto-filters to show only the selected month's rows. Always confirm the correct month is selected before distributing your report.
8 | Color Coding Reference	See color key below — each row shows the actual color used in the workbook.
Input / Data Entry	
Formula / Auto-fill	Blue cells are calculated automatically. Do not edit.
Favorable Variance	Green shading in Summary = you are in a better position than expected.
Unfavorable Variance	Red shading in Summary = you are behind expected budget or revenue.
Backend / Hidden	Gray tabs contain backend data that powers the workbook (hidden from normal use).



City of New Orleans — Orleans Parish District Attorney — Monthly Actuals Entry

WHAT THIS TAB IS FOR: Record what was actually spent or received each month. Return here every reporting period — it is your primary data entry point.

HOW TO ENTER ACTUALS:

1. Use the filter arrow on Column A (Month) to show only your current reporting month.
2. Enter dollar amounts in Column G (Actual Amount) for each line with activity.
3. Use Column H (Notes) to explain large or unusual amounts.
4. Do NOT edit Columns B–F — they auto-populate from your budget setup.

NOTE: The reporting month is set on the Instructions tab (cell B9). Use the Column A filter arrow to match that month. Excel does not auto-apply the filter — click the arrow and select your month manually.

Month	Section	LineID	Line Item Name	Active	Annual Budget ($)	Actual Amount ($)	Notes
May	Revenue	REV001	State Revenue	Yes	4,665,448	-	
May	Revenue	REV002	Victims Assistant Coordinator - State Warrant	Yes	120,000	10,000	
May	Revenue	REV003	Grant Income	Yes	2,463,758	34,685	
May	Revenue	REV004	City Revenue	Yes	8,442,973	703,581	
May	Revenue	REV005	City Grants	Yes	-	-	
May	Revenue	REV006	Pass-through	Yes	153,812	77,210	
May	Revenue	REV007	Public Records Request	Yes	3,500	192	
May	Revenue	REV008	OPCDC Fines	Yes	9,401	6,689	
May	Revenue	REV009	Equitable Sharing (Restricted)	Yes	-	-	
May	Revenue	REV010	Asset Forfeiture	Yes	177,843	-	
May	Revenue	REV011	Bond Forfeiture	Yes	40,905	-	
May	Revenue	REV012	Expungements	Yes	6,800	50	
May	Revenue	REV013	Bail Bonds	Yes	348,800	30,493	
May	Revenue	REV014	Court Costs	Yes	64,500	5,227	
May	Revenue	REV015	Interest	Yes	5,200	190	
May	Revenue	REV016	Miscellaneous	Yes	85,000	84,710	
May	Revenue	REV017	Admin Fees - Child Support	Yes	112,333	8,641	
May	Revenue	REV018	None	No	-		
May	Revenue	REV019	None	No	-		
May	Revenue	REV020	None	No	-		
May	Revenue	REV021	None	No	-		
May	Revenue	REV022	None	No	-		
May	Revenue	REV023	None	No	-		
May	Revenue	REV024	None	No	-		
May	Revenue	REV025	None	No	-		
May	Revenue	REV026	None	No	-		
May	Revenue	REV027	None	No	-		
May	Revenue	REV028	None	No	-		
May	Revenue	REV029	None	No	-		
May	Revenue	REV030	None	No	-		
May	Revenue	REV031	None	No	-		
May	Revenue	REV032	None	No	-		
May	Revenue	REV033	None	No	-		
May	Revenue	REV034	None	No	-		
May	Revenue	REV035	None	No	-		
May	Revenue	REV036	None	No	-		
May	Revenue	REV037	None	No	-		
May	Revenue	REV038	None	No	-		
May	Revenue	REV039	None	No	-		
May	Revenue	REV040	None	No	-		
May	Revenue	REV041	None	No	-		
May	Revenue	REV042	None	No	-		
May	Revenue	REV043	None	No	-		
May	Revenue	REV044	None	No	-		
May	Revenue	REV045	None	No	-		
May	Revenue	REV046	None	No	-		
May	Revenue	REV047	None	No	-		
May	Revenue	REV048	None	No	-		
May	Revenue	REV049	None	No	-		
May	Revenue	REV050	None	No	-		
May	Revenue	REV051	None	No	-		
May	Revenue	REV052	None	No	-		
May	Revenue	REV053	None	No	-		
May	Revenue	REV054	None	No	-		
May	Revenue	REV055	None	No	-		
May	Revenue	REV056	None	No	-		
May	Revenue	REV057	None	No	-		
May	Revenue	REV058	None	No	-		
May	Revenue	REV059	None	No	-		
May	Revenue	REV060	None	No	-		
May	Personal Services	PS001	Salaries	Yes	8,710,390	746,777	
May	Personal Services	PS002	State ADA Warrants	Yes	4,665,448	-	
May	Personal Services	PS003	Employee Life Insurance	Yes	28,800	2,076	
May	Personal Services	PS004	Medicare and Social Security Tax	Yes	406,588	36,296	
May	Personal Services	PS005	City Retirement	Yes	675,425	63,166	

May	Personal Services	PS006	DA Retirement	Yes	491,369	36,988
May	Personal Services	PS007	Unemployment	Yes	16,000	-
May	Personal Services	PS008	Workers Compensation	Yes	53,000	2,155
May	Personal Services	PS009	Payroll Processing	Yes	38,000	2,733
May	Personal Services	PS010	Parking	Yes	58,200	3,912
May	Personal Services	PS011	Administration Fee - Ameriflex	Yes	1,500	127
May	Personal Services	PS012	None	No	-	
May	Personal Services	PS013	None	No	-	
May	Personal Services	PS014	None	No	-	
May	Personal Services	PS015	None	No	-	
May	Personal Services	PS016	None	No	-	
May	Personal Services	PS017	None	No	-	
May	Personal Services	PS018	None	No	-	
May	Personal Services	PS019	None	No	-	
May	Personal Services	PS020	None	No	-	
May	Personal Services	PS021	None	No	-	
May	Personal Services	PS022	None	No	-	
May	Personal Services	PS023	None	No	-	
May	Personal Services	PS024	None	No	-	
May	Personal Services	PS025	None	No	-	
May	Personal Services	PS026	None	No	-	
May	Personal Services	PS027	None	No	-	
May	Personal Services	PS028	None	No	-	
May	Personal Services	PS029	None	No	-	
May	Personal Services	PS030	None	No	-	
May	Personal Services	PS031	None	No	-	
May	Personal Services	PS032	None	No	-	
May	Personal Services	PS033	None	No	-	
May	Personal Services	PS034	None	No	-	
May	Personal Services	PS035	None	No	-	
May	Personal Services	PS036	None	No	-	
May	Personal Services	PS037	None	No	-	
May	Personal Services	PS038	None	No	-	
May	Personal Services	PS039	None	No	-	
May	Personal Services	PS040	None	No	-	
May	Personal Services	PS041	None	No	-	
May	Personal Services	PS042	None	No	-	
May	Personal Services	PS043	None	No	-	
May	Personal Services	PS044	None	No	-	
May	Personal Services	PS045	None	No	-	
May	Personal Services	PS046	None	No	-	
May	Personal Services	PS047	None	No	-	
May	Personal Services	PS048	None	No	-	
May	Personal Services	PS049	None	No	-	
May	Personal Services	PS050	None	No	-	
May	Personal Services	PS051	None	No	-	
May	Personal Services	PS052	None	No	-	
May	Personal Services	PS053	None	No	-	
May	Personal Services	PS054	None	No	-	
May	Personal Services	PS055	None	No	-	
May	Personal Services	PS056	None	No	-	
May	Personal Services	PS057	None	No	-	
May	Personal Services	PS058	None	No	-	
May	Personal Services	PS059	None	No	-	
May	Personal Services	PS060	None	No	-	
May	Other Operating	OO001	Grant Subrecipient	Yes	153,812	96,976
May	Other Operating	OO002	Advertising	Yes	250	-
May	Other Operating	OO003	Recruitment	Yes	6,720	-
May	Other Operating	OO004	Retention Incentive Pay	Yes	193,948	12,000
May	Other Operating	OO005	Audit	Yes	36,000	-
May	Other Operating	OO006	Accounting Services	Yes	15,000	-
May	Other Operating	OO007	Auto	Yes	500	-
May	Other Operating	OO008	Facility Dog	Yes	1,300	-
May	Other Operating	OO009	Communities of Hope/Nodice	Yes	-	-
May	Other Operating	OO010	Domestic Violence Intervention	Yes	1,500	-
May	Other Operating	OO011	Bank Charges	Yes	500	42
May	Other Operating	OO012	Online Inquiries	Yes	6,840	581
May	Other Operating	OO013	Computer Online Service	Yes	94,982	29,286
May	Other Operating	OO014	Legal Research	Yes	112,512	8,848
May	Other Operating	OO015	File Digitization	Yes	-	-
May	Other Operating	OO016	Computer and Printer Supplies	Yes	30,000	-
May	Other Operating	OO017	Copy Machine Lease	Yes	36,000	-
May	Other Operating	OO018	Court Copies	Yes	2,100	-
May	Other Operating	OO019	Medical Records	Yes	550	-
May	Other Operating	OO020	Drug Testing	Yes	900	-
May	Other Operating	OO021	Dues and Memberships	Yes	37,000	45
May	Other Operating	OO022	DNA Analysis	Yes	125,802	6,600

May	Other Operating	OO023	Expert Witnesses	Yes	60,000	-
May	Other Operating	OO024	Extradition	Yes	5,000	-
May	Other Operating	OO025	File Room Supplies	Yes	3,000	-
May	Other Operating	OO026	Meeings/Business Development	Yes	300	-
May	Other Operating	OO027	Furniture and Fixtures	Yes	3,000	266
May	Other Operating	OO028	Grand Jury	Yes	500	-
May	Other Operating	OO029	Interpreters	Yes	8,500	-
May	Other Operating	OO030	Janitorial Supplies and Expenses	Yes	83,223	-
May	Other Operating	OO031	Law Books and Journals	Yes	9,741	1,033
May	Other Operating	OO032	Miscellaneous	Yes	6,000	-
May	Other Operating	OO033	Office Supplies	Yes	30,000	(28)
May	Other Operating	OO034	Office and Computer Equipment	Yes	10,000	105
May	Other Operating	OO035	Services - Security	Yes	124,220	-
May	Other Operating	OO036	Professional Services - Employment	Yes	20,000	-
May	Other Operating	OO037	Counseling Services	Yes	6,500	-
May	Other Operating	OO038	Professional Services - Legal Fees	Yes	840,000	-
May	Other Operating	OO039	Postage and Delivery Charges	Yes	9,472	234
May	Other Operating	OO040	Printing	Yes	1,000	-
May	Other Operating	OO041	Trash Disposal	Yes	26,400	2,804
May	Other Operating	OO042	Computer Software	Yes	210,525	156,150
May	Other Operating	OO043	Storage	Yes	276,000	22,872
May	Other Operating	OO044	Subscriptions	Yes	-	11
May	Other Operating	OO045	Fingerprinting	Yes	200	-
May	Other Operating	OO046	Telephone and Communications	Yes	161,400	13,707
May	Other Operating	OO047	Website Service	Yes	5,000	-
May	Other Operating	OO048	Transcripts	Yes	84,595	126
May	Other Operating	OO049	Transportation	Yes	200	-
May	Other Operating	OO050	Training	Yes	10,296	1,559
May	Other Operating	OO051	Witness Expense	Yes	90,000	6,001
May	Other Operating	OO052	Water	Yes	8,400	-
May	Other Operating	OO053	Civil Lawsuits	Yes	341,666	-
May	Other Operating	OO054	Capital Outlays	Yes	30,000	-
May	Other Operating	OO055	None	No	-	
May	Other Operating	OO056	None	No	-	
May	Other Operating	OO057	None	No	-	
May	Other Operating	OO058	None	No	-	
May	Other Operating	OO059	None	No	-	
May	Other Operating	OO060	None	No	-	

City of New Orleans — Orleans Parish District Attorney — Executive Summary

WHAT THIS TAB SHOWS: A high-level financial snapshot for the reporting period. All figures calculate automatically — no data entry needed here.

HOW TO READ IT:
- Adopted Budget — Full approved annual budget.
- Expected YTD — What you would expect through the reporting month (straight-line, adjusted for Projection Carveouts).
- YTD Actual — What was actually spent or received.
- Variance — Positive = favorable (spent less / received more than expected).

To change the reporting period, go to the Instructions tab and update the Reporting Month dropdown (cell B9).

Reporting Month (set on Monthly | **May**

EXECUTIVE SUMMARY — YEAR TO DATE

Metric	Adopted Budget ($)	Expected YTD ($)	YTD Actual ($)	Variance ($)	Notes
Total Revenue	-	-	-	-	Revenue variance = YTD Actual less Expected YTD
Total Personal Services	-	-	-	-	Expenditure variance = Expected YTD less YTD Actual
Total Other Operating	-	-	-	-	Expenditure variance = Expected YTD less YTD Actual
Total Expenditures	**-**	**-**	**-**	**-**	**Personal Services plus Other Operating**
Net Surplus / (Deficit)	**-**	**-**	**-**	**-**	**Positive = surplus; negative = deficit**

All figures update automatically. To change the reporting period, go to Monthly Detail tab and update cell B4.

City of New Orleans — Orleans Parish District Attorney — Monthly Budget Detail

WHAT THIS TAB SHOWS: Month-by-month actuals for every budget line, plus YTD totals and variances. All data pulls automatically from the Actuals tab and budget setup — no entry needed here.

REPORTING MONTH: The current reporting month is set on the Instructions tab (cell B9) and displayed below in cell B4. All Expected YTD and Variance figures update automatically based on that selection.

TIP: Use the Show? filter in Column U to hide zero-activity lines before printing or sharing.

Reporting | May

DETAILED LINE ITEM SUMMARY

Section	LineID	Line Item Name	Annual Budget	January	February	March	April	May	June	July	August	September	October	November	December	YTD Actual	Expected YTD	Variance from Expected	Show?
Revenue	REV001	State Revenue	$4,665,448	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Revenue	REV002	Victims Assistant Coordinator - State Warrant	$120,000	10,000	10,000	10,000	10,000	10,000	-	-	-	-	-	-	-	50,000	4,167	45,833	Show
Revenue	REV003	Grant Income	$2,463,758	545,364	23,569	41,775	552,906	34,685	-	-	-	-	-	-	-	1,198,300	227,235	971,065	Show
Revenue	REV004	City Revenue	$8,442,973	-	-	2,110,743	-	703,581	-	-	-	-	-	-	-	2,814,324	-	2,814,324	Show
Revenue	REV005	City Grants	$0	-	-	-	8,912	-	-	-	-	-	-	-	-	8,912	-	8,912	Show
Revenue	REV006	Pass-through	$153,812	77,319	-	-	-	77,210	-	-	-	-	-	-	-	154,529	32,216	122,313	Show
Revenue	REV007	Public Records Request	$3,500	3,778	1,336	1,345	3,909	192	-	-	-	-	-	-	-	10,560	1,574	8,986	Show
Revenue	REV008	OPCDC Fines	$9,401	1,320	1,418	1,901	-	6,689	-	-	-	-	-	-	-	11,328	550	10,778	Show
Revenue	REV009	Equitable Sharing (Restricted)	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV010	Asset Forfeiture	$177,843	86,383	-	-	-	-	-	-	-	-	-	-	-	86,383	35,993	50,390	Show
Revenue	REV011	Bond Forfeiture	$40,905	-	5,025	1,400	-	-	-	-	-	-	-	-	-	6,425	-	6,425	Show
Revenue	REV012	Expungements	$6,800	1,250	50	150	1,350	50	-	-	-	-	-	-	-	2,850	521	2,329	Show
Revenue	REV013	Bail Bonds	$348,800	23,319	44,742	33,257	38,670	30,493	-	-	-	-	-	-	-	170,481	9,716	160,765	Show
Revenue	REV014	Court Costs	$64,500	4,844	401	11,641	6,974	5,227	-	-	-	-	-	-	-	29,087	2,018	27,068	Show
Revenue	REV015	Interest	$5,200	358	208	194	215	190	-	-	-	-	-	-	-	1,165	149	1,016	Show
Revenue	REV016	Miscellaneous	$85,000	-	-	-	-	84,710	-	-	-	-	-	-	-	84,710	-	84,710	Show
Revenue	REV017	Admin Fees - Child Support	$112,333	-	17,282	8,641	8,641	8,641	-	-	-	-	-	-	-	43,205	-	43,205	Show
Revenue	REV018	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV019	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV020	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV021	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV022	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV023	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV024	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV025	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV026	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV027	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV028	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV029	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV030	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV031	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV032	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV033	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV034	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV035	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV036	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV037	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV038	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV039	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV040	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV041	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV042	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV043	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV044	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV045	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV046	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV047	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV048	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV049	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV050	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV051	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV052	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV053	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV054	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV055	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV056	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV057	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV058	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV059	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Revenue	REV060	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS001	Salaries	$8,710,390	860,574	825,674	819,540	787,791	746,777	-	-	-	-	-	-	-	4,040,356	358,573	(3,681,783)	Show
Personal Services	PS002	State ADA Warrants	$4,665,448	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Personal Services	PS003	Employee Life Insurance	$28,800	2,180	2,458	2,196	2,352	2,076	-	-	-	-	-	-	-	11,461	992	(10,469)	Show
Personal Services	PS004	Medicare and Social Security Tax	$406,588	43,052	40,812	40,214	38,877	36,296	-	-	-	-	-	-	-	199,251	17,938	(181,313)	Show
Personal Services	PS005	City Retirement	$675,425	76,768	71,081	69,998	66,819	63,166	-	-	-	-	-	-	-	347,832	31,987	(315,846)	Show
Personal Services	PS006	DA Retirement	$491,369	40,449	40,185	40,199	37,307	36,988	-	-	-	-	-	-	-	195,128	16,854	(178,474)	Show
Personal Services	PS007	Unemployment	$16,000	-	-	1,757	6,277	-	-	-	-	-	-	-	-	8,035	-	(8,035)	Show
Personal Services	PS008	Workers Compensation	$53,000	2,948	1,968	2,948	3,901	2,155	-	-	-	-	-	-	-	13,920	1,228	(12,691)	Show
Personal Services	PS009	Payroll Processing	$38,000	2,923	-	5,176	2,716	2,733	-	-	-	-	-	-	-	13,548	1,218	(12,330)	Show
Personal Services	PS010	Parking	$58,200	5,281	5,064	537	8,947	3,912	-	-	-	-	-	-	-	23,741	2,200	(21,541)	Show
Personal Services	PS011	Administration Fee - Ameriflex	$1,500	127	271	127	127	127	-	-	-	-	-	-	-	778	53	(725)	Show
Personal Services	PS012	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS013	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS014	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS015	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS016	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS017	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS018	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS019	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS020	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS021	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS022	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS023	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS024	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS025	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS026	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS027	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS028	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS029	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS030	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS031	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS032	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS033	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS034	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS035	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS036	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS037	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS038	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS039	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS040	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS041	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS042	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS043	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS044	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS045	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS046	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS047	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS048	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS049	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS050	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS051	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS052	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS053	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS054	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS055	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS056	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS057	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS058	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS059	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Personal Services	PS060	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide
Other Operating	OO001	Grant Subrecipient	$153,812	30,000	-	47,210	-	96,976	-	-	-	-	-	-	-	174,186	12,500	(161,686)	Show
Other Operating	OO002	Advertising	$250	-	-	-	10,800	-	-	-	-	-	-	-	-	10,800	-	(10,800)	Show
Other Operating	OO003	Recruitment	$6,720	336	672	-	336	-	-	-	-	-	-	-	-	1,344	140	(1,204)	Show
Other Operating	OO004	Retention Incentive Pay	$193,948	800	-	-	60,000	12,000	-	-	-	-	-	-	-	72,800	333	(72,467)	Show
Other Operating	OO005	Audit	$36,000	-	(12,125)	-	-	-	-	-	-	-	-	-	-	(12,125)	-	12,125	Show
Other Operating	OO006	Accounting Services	$15,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO007	Auto	$500	-	-	-	10	-	-	-	-	-	-	-	-	10	-	(10)	Show
Other Operating	OO008	Facility Dog	$1,300	86	-	-	108	-	-	-	-	-	-	-	-	194	36	(158)	Show
Other Operating	OO009	Communities of Hope/Nodice	$0	13,150	12,140	17,392	32,034	-	-	-	-	-	-	-	-	74,715	5,479	(69,236)	Show
Other Operating	OO010	Domestic Violence Intervention	$1,500	1,549	-	-	-	-	-	-	-	-	-	-	-	1,549	645	(904)	Show
Other Operating	OO011	Bank Charges	$500	71	-	114	41	42	-	-	-	-	-	-	-	268	30	(239)	Show
Other Operating	OO012	Online Inquiries	$6,840	560	580	563	666	581	-	-	-	-	-	-	-	2,950	233	(2,717)	Show
Other Operating	OO013	Computer Online Service	$94,982	2,633	3,168	9,309	474	29,286	-	-	-	-	-	-	-	44,870	1,097	(43,773)	Show
Other Operating	OO014	Legal Research	$112,512	8,848	8,848	8,848	10,775	8,848	-	-	-	-	-	-	-	46,166	3,687	(42,480)	Show
Other Operating	OO015	File Digitization	$0	604	-	-	4,234	-	-	-	-	-	-	-	-	4,838	252	(4,587)	Show
Other Operating	OO016	Computer and Printer Supplies	$30,000	2,117	7,347	88	359	-	-	-	-	-	-	-	-	9,911	882	(9,029)	Show
Other Operating	OO017	Copy Machine Lease	$36,000	5,650	4,752	1,107	-	-	-	-	-	-	-	-	-	11,509	2,354	(9,155)	Show
Other Operating	OO018	Court Copies	$2,100	203	-	294	28	-	-	-	-	-	-	-	-	525	85	(441)	Show
Other Operating	OO019	Medical Records	$550	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO020	Drug Testing	$900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show
Other Operating	OO021	Dues and Memberships	$37,000	-	5,833	3,092	2,917	45	-	-	-	-	-	-	-	11,886	-	(11,886)	Show
Other Operating	OO022	DNA Analysis	$125,802	750	-	4,200	2,990	6,600	-	-	-	-	-	-	-	14,540	313	(14,228)	Show
Other Operating	OO023	Expert Witnesses	$60,000	988	-	27,350	9,706	-	-	-	-	-	-	-	-	38,044	412	(37,632)	Show
Other Operating	OO024	Extradition	$5,000	-	3,846	-	-	-	-	-	-	-	-	-	-	3,846	-	(3,846)	Show
Other Operating	OO025	File Room Supplies	$1,000	-	455	-	-	-	-	-	-	-	-	-	-	455	-	(455)	Show
Other Operating	OO026	Meetings/Business Development	$300	-	(2,500)	-	-	-	-	-	-	-	-	-	-	(2,500)	-	2,500	Show
Other Operating	OO027	Furniture and Fixtures	$3,000	-	2,184	-	-	266	-	-	-	-	-	-	-	2,450	-	(2,450)	Show
Other Operating	OO028	Grand Jury	$500	205	24	24	-	-	-	-	-	-	-	-	-	253	85	(167)	Show
Other Operating	OO029	Interpreters	$8,500	186	84	806	310	-	-	-	-	-	-	-	-	1,386	78	(1,308)	Show
Other Operating	OO030	Janitorial Supplies and Expenses	$83,223	6,972	6,972	212	-	-	-	-	-	-	-	-	-	14,156	2,905	(11,251)	Show
Other Operating	OO031	Law Books and Journals	$9,741	1,006	1,006	4,748	1,033	1,033	-	-	-	-	-	-	-	8,826	419	(8,407)	Show
Other Operating	OO032	Miscellaneous	$6,000	100	100	-	2,166	-	-	-	-	-	-	-	-	2,366	42	(2,324)	Show
Other Operating	OO033	Office Supplies	$30,000	794	3,146	3,088	-	(28)	-	-	-	-	-	-	-	7,000	331	(6,669)	Show
Other Operating	OO034	Office and Computer Equipment	$10,000	-	-	597	570	105	-	-	-	-	-	-	-	1,272	-	(1,272)	Show
Other Operating	OO035	Services - Security	$124,220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show

Other Operating	OO036	Professional Services - Employment	$20,000	546	11,110	6,333	2,232	-	-	-	-	-	-	-	20,221	228	(19,993)	Show	
Other Operating	OO037	Counseling Services	$6,500	-	8,588	-	12,600	-	-	-	-	-	-	-	21,188	-	(21,188)	Show	
Other Operating	OO038	Professional Services - Legal Fees	$840,000	-	118,596	30,598	96,131	-	-	-	-	-	-	-	245,325	-	(245,325)	Show	
Other Operating	OO039	Postage and Delivery Charges	$9,472	479	434	234	112	234	-	-	-	-	-	-	1,493	200	(1,293)	Show	
Other Operating	OO040	Printing	$1,000	410	76	-	-	-	-	-	-	-	-	-	486	171	(315)	Show	
Other Operating	OO041	Trash Disposal	$26,400	2,485	2,446	2,494	2,760	2,804	-	-	-	-	-	-	12,989	1,035	(11,953)	Show	
Other Operating	OO042	Computer Software	$210,525	-	16,408	24,000	3,212	156,150	-	-	-	-	-	-	199,770	-	(199,770)	Show	
Other Operating	OO043	Storage	$276,000	22,778	22,453	24,410	22,979	22,872	-	-	-	-	-	-	115,492	9,491	(106,002)	Show	
Other Operating	OO044	Subscriptions	$0	28	28	28	11	11	-	-	-	-	-	-	106	12	(95)	Show	
Other Operating	OO045	Fingerprinting	$200	-	35	-	-	-	-	-	-	-	-	-	35	-	(35)	Show	
Other Operating	OO046	Telephone and Communications	$161,400	13,358	13,118	13,126	12,557	13,707	-	-	-	-	-	-	65,867	5,566	(60,301)	Show	
Other Operating	OO047	Website Service	$5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show	
Other Operating	OO048	Transcripts	$86,595	3,326	9,844	7,052	5,731	126	-	-	-	-	-	-	26,079	1,386	(24,693)	Show	
Other Operating	OO049	Transportation	$200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Show	
Other Operating	OO050	Training	$10,296	1,456	(100)	1,057	330	1,559	-	-	-	-	-	-	4,302	607	(3,695)	Show	
Other Operating	OO051	Witness Expense	$90,000	3,089	6,349	10,972	2,409	6,001	-	-	-	-	-	-	28,820	1,287	(27,533)	Show	
Other Operating	OO052	Water	$8,400	612	679	1,260	1,070	-	-	-	-	-	-	-	3,620	255	(3,365)	Show	
Other Operating	OO053	Civil Lawsuits	$341,666	-	250,000	-	-	-	-	-	-	-	-	-	250,000	-	(250,000)	Show	
Other Operating	OO054	Capital Outlays	$30,000	-	-	-	3,630	-	-	-	-	-	-	-	3,630	-	(3,630)	Show	
Other Operating	OO055	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Other Operating	OO056	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Other Operating	OO057	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Other Operating	OO058	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Other Operating	OO059	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Other Operating	OO060	None	$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Hide	
Bottom Section Totals															YTD Actual	Expected YTD	Variance		
Revenue Total			$16,700,273	753,935	104,031	2,221,047	631,577	961,669	-	-	-	-	-	-	4,672,259	4,672,259	314,140		
Personal Services Total			$15,144,720	1,034,502	987,513	982,892	955,113	894,230	-	-	-	-	-	-	4,854,250	4,854,250	431,043		
Other Operating Total			$3,321,354	126,175	506,796	250,606	305,318	359,218	-	-	-	-	-	-	1,548,113	1,548,113	52,573		
Total Expenditures			$18,466,074	1,160,677	1,494,309	1,233,498	1,260,431	1,253,448	-	-	-	-	-	6,402,363	6,402,363	6,402,363	483,615		
Net Surplus / (Deficit)			($1,765,801)	(406,742)	(1,390,278)	987,549	(628,854)	(291,779)	-	-	-	(6,402,363)	(1,730,104)	(1,730,104)	(1,730,104)	(1,730,104)	(169,476)		

January
February
March
April
May
June
July
August
September
October
November
December

City of New Orleans — Orleans Parish District Attorney — Staffing Report

WHAT THIS TAB IS FOR: Track filled vs. budgeted positions each month. This helps monitor vacancy trends and staffing levels across the fiscal year.

HOW TO USE IT:

- Column A (Position Title) — List each job title or position category.
- Column B (Budgeted FTE) — Enter the number of authorized full-time equivalent positions.
- Column C (Vacancies) — Auto-calculated. Shows unfilled positions (Budgeted minus current month actual).
- Columns D through O (January – December) — Each month, enter the number of FTEs actually employed in that role.

Leave future months blank — only fill in months that have passed.

NEED HELP? Agencies on the City payroll system can contact Brandye DeLaree at badelaree@nola.gov for assistance with personnel reports.

Position Title	Budgeted FTE	Vacancies	January	February	March	April	May	June	July	August	September	October	November	December
District Attorney	1	0.0	1	1	1.0	1.0	1.0							
1st Assistan District Attorney	1	0.0	1.0	1	1.0	1.0	1.0							
Chief of Staff	1	0.0	1.0	1	1.0	1.0	1.0							
Chief of Operations and External Affairs	1	0.0	1.0	1	1.0	1.0	0.0							
Executive Coordinator	1	0.0	1.0	1	1.0	1.0	1.0							
Communications Director	1	0.0	1.0	1	1.0	1.0	1.0							
Legal Secretary	1	0.0	1.0	1	1.0	1.0	0.0							
Administration - Support Staff	20	6.0	19.0	19	17.0	15.0	14.0							
Administration - ADAs	2	-2.0	2.0	3	3.0	4.0	4.0							
Appeals	5	0.0	5.0	5	5.0	5.0	5.0							
Civil Rights - Support Staff	4	1.0	3.0	3	3.0	3.0	3.0							
Civil Rights - ADAs	3	0.0	3.0	3	3.0	4.0	4.0							
Diversion	5	0.0	5.0	5	5.0	5.0	5.0							
Homicide	8	0.0	8.0	8	8.0	8.0	8.0							
Investigations	18	0.0	18.0	18	17.0	17.0	17.0							
Juvenile - Support Staff	2	0.0	2.0	2	1.0	1.0	1.0							
Juvenile - ADAs	11	1.0	10.0	10	8.0	10.0	10.0							
SAKI - Support Staff	4	-1.0	4.0	5	5.0	5.0	5.0							
SAKI - ADAs	5	0.0	5.0	5	5.0	5.0	5.0							
Screening - Support Staff	10	5.0	4.0	4	4.0	4.0	5.0							
Screening - ADAs	16		15.0	15	15.0	14.0	16.0							
SVU - Support Staff	3	0.0	3.0	3	3.0	3.0	3.0							
SVU - ADAs	3	0.0	3.0	3	4.0	4.0	4.0							
Trial Assistants	18	2.0	18.0	17	17.0	16.0	16.0							
Trials - ADAs	31	5.0	33.0	33	32.0	27.0	26.0							
Victim/Witness Advocates	18	1.0	17.0	17	17.0	16.0	17.0							

Total	192	192.0	183.0	184.0	178.0	172.0	172.0	0.0	0.0	0.0

City of New Orleans — Orleans Parish District Attorney — Budget Setup — Revenue

WHAT THIS TAB IS FOR: List every revenue source your agency expects to receive this fiscal year. You only need to set this up once — at the beginning of the year. Do not delete or modify rows after actuals are recorded.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., REV001). Never reuse or rename after actuals are entered.
- Line Item Name — A clear name for the revenue source (e.g., 'State Revenue', 'Federal Grant').
- Active — Type Yes if in use, No to retire a line without deleting it.
- Annual Budget — The full-year approved amount for this line.
- Notes — Optional. Use for grant numbers, data sources, or context.

NEED TO RENAME A LINE? Do not change the existing name. Instead: set Active = No, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
REV001	State Revenue	Yes	4,665,448	
REV002	Victims Assistant Coordinator - State Warrant	Yes	120,000	
REV003	Grant Income	Yes	2,463,758	
REV004	City Revenue	Yes	8,442,973	
REV005	City Grants	Yes	-	
REV006	Pass-through	Yes	153,812	
REV007	Public Records Request	Yes	3,500	
REV008	OPCDC Fines	Yes	9,401	
REV009	Equitable Sharing (Restricted)	Yes	-	
REV010	Asset Forfeiture	Yes	177,843	
REV011	Bond Forfeiture	Yes	40,905	
REV012	Expungements	Yes	6,800	
REV013	Bail Bonds	Yes	348,800	
REV014	Court Costs	Yes	64,500	
REV015	Interest	Yes	5,200	
REV016	Miscellaneous	Yes	85,000	
REV017	Admin Fees - Child Support	Yes	112,333	
REV018	None	No		
REV019	None	No		
REV020	None	No		
REV021	None	No		
REV022	None	No		
REV023	None	No		
REV024	None	No		
REV025	None	No		
REV026	None	No		
REV027	None	No		
REV028	None	No		
REV029	None	No		
REV030	None	No		
REV031	None	No		
REV032	None	No		
REV033	None	No		
REV034	None	No		
REV035	None	No		
REV036	None	No		
REV037	None	No		
REV038	None	No		
REV039	None	No		

REV040	None	No		
REV041	None	No		
REV042	None	No		
REV043	None	No		
REV044	None	No		
REV045	None	No		
REV046	None	No		
REV047	None	No		
REV048	None	No		
REV049	None	No		
REV050	None	No		
REV051	None	No		
REV052	None	No		
REV053	None	No		
REV054	None	No		
REV055	None	No		
REV056	None	No		
REV057	None	No		
REV058	None	No		
REV059	None	No		
REV060	None	No		

City of New Orleans — Orleans Parish District Attorney — Budget Setup — Personal Services

WHAT THIS TAB IS FOR: List every personnel cost — salaries, wages, benefits, overtime, and similar. Set this up once at the start of the year.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., PS001). Never reuse or rename after actuals are entered.
- Line Item Name — Descriptive name for the cost type (e.g., 'Sworn Officer Salaries', 'Health Benefits').
- Active — Yes if active, No to retire a line.
- Annual Budget — Full-year approved amount.
- Notes — Optional. Pay grade references, benefit rates, etc.

NEED TO RENAME A LINE? Set Active = No on the old row, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
PS001	Salaries	Yes	8,710,390	
PS002	State ADA Warrants	Yes	4,665,448	
PS003	Employee Life Insurance	Yes	28,800	
PS004	Medicare and Social Security Tax	Yes	406,588	
PS005	City Retirement	Yes	675,425	
PS006	DA Retirement	Yes	491,369	
PS007	Unemployment	Yes	16,000	
PS008	Workers Compensation	Yes	53,000	
PS009	Payroll Processing	Yes	38,000	
PS010	Parking	Yes	58,200	
PS011	Administration Fee - Ameriflex	Yes	1,500	
PS012	None	No		
PS013	None	No		
PS014	None	No		
PS015	None	No		
PS016	None	No		
PS017	None	No		
PS018	None	No		
PS019	None	No		
PS020	None	No		
PS021	None	No		
PS022	None	No		
PS023	None	No		
PS024	None	No		
PS025	None	No		
PS026	None	No		
PS027	None	No		
PS028	None	No		
PS029	None	No		
PS030	None	No		
PS031	None	No		
PS032	None	No		
PS033	None	No		
PS034	None	No		
PS035	None	No		
PS036	None	No		
PS037	None	No		
PS038	None	No		
PS039	None	No		

PS040	None	No		
PS041	None	No		
PS042	None	No		
PS043	None	No		
PS044	None	No		
PS045	None	No		
PS046	None	No		
PS047	None	No		
PS048	None	No		
PS049	None	No		
PS050	None	No		
PS051	None	No		
PS052	None	No		
PS053	None	No		
PS054	None	No		
PS055	None	No		
PS056	None	No		
PS057	None	No		
PS058	None	No		
PS059	None	No		
PS060	None	No		

City of New Orleans — Orleans Parish District Attorney — Budget Setup — Other Operating

WHAT THIS TAB IS FOR: List every non-personnel operating cost — supplies, contracts, utilities, equipment, travel, etc. Set this up once at the start of the year.

HOW TO USE IT:

- LineID — Assign a short unique code (e.g., OO001). Never reuse or rename after actuals are entered.
- Line Item Name — Descriptive name (e.g., 'Office Supplies', 'Building Maintenance Contract').
- Active — Yes if active, No to retire a line.
- Annual Budget — Full-year approved amount.
- Notes — Optional. Vendor name, contract number, PO reference.

NEED TO RENAME A LINE? Set Active = No on the old row, then add a new row with a new LineID.

LineID	Line Item Name	Active	Annual Budget ($)	Notes
OO001	Grant Subrecipient	Yes	153,812	
OO002	Advertising	Yes	250	
OO003	Recruitment	Yes	6,720	
OO004	Retention Incentive Pay	Yes	193,948	
OO005	Audit	Yes	36,000	
OO006	Accounting Services	Yes	15,000	
OO007	Auto	Yes	500	
OO008	Facility Dog	Yes	1,300	
OO009	Communities of Hope/Nodice	Yes	-	
OO010	Domestic Violence Intervention	Yes	1,500	
OO011	Bank Charges	Yes	500	
OO012	Online Inquiries	Yes	6,840	
OO013	Computer Online Service	Yes	94,982	
OO014	Legal Research	Yes	112,512	
OO015	File Digitization	Yes	-	
OO016	Computer and Printer Supplies	Yes	30,000	
OO017	Copy Machine Lease	Yes	36,000	
OO018	Court Copies	Yes	2,100	
OO019	Medical Records	Yes	550	
OO020	Drug Testing	Yes	900	
OO021	Dues and Memberships	Yes	37,000	
OO022	DNA Analysis	Yes	125,802	Approved additions start here. Add NEW LineIDs only.
OO023	Expert Witnesses	Yes	60,000	
OO024	Extradition	Yes	5,000	
OO025	File Room Supplies	Yes	3,000	
OO026	Meeings/Business Development	Yes	300	
OO027	Furniture and Fixtures	Yes	3,000	
OO028	Grand Jury	Yes	500	
OO029	Interpreters	Yes	8,500	
OO030	Janitorial Supplies and Expenses	Yes	83,223	
OO031	Law Books and Journals	Yes	9,741	
OO032	Miscellaneous	Yes	6,000	
OO033	Office Supplies	Yes	30,000	
OO034	Office and Computer Equipment	Yes	10,000	
OO035	Services - Security	Yes	124,220	
OO036	Professional Services - Employment	Yes	20,000	
OO037	Counseling Services	Yes	6,500	
OO038	Professional Services - Legal Fees	Yes	840,000	
OO039	Postage and Delivery Charges	Yes	9,472	
OO040	Printing	Yes	1,000	
OO041	Trash Disposal	Yes	26,400	
OO042	Computer Software	Yes	210,525	
OO043	Storage	Yes	276,000	

CITY PLANNING COMMISSION
CITY OF NEW ORLEANS

HELENA MORENO
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

July 16, 2026

Honorable President and Members
New Orleans City Council
City Hall - Civic Center
1300 Perdido Street
New Orleans, La. 70112

Re: Transmittal of City Planning Commission Reports

The City Planning Commission, at its meeting of June 23, 2026, acted on the following zoning dockets.

Item	Request	Address(es), if applicable	CPC Recommendation	Council District	Council Deadline
Zoning Docket 047/26 City Council Motion No. M-26-104	Text amendment to Article 24, Section 24.14.B.2d of the Comprehensive Zoning Ordinance to exempt the existing billboard located at 100 Poydras Street from the list of prohibited locations for billboards	Not applicable	Modified Approval	All	60 days from receipt
Zoning Docket 064/26 Paulette Alexander Taylor	Conditional use to permit a child care center (small) in an S-RS Suburban Single-Family Residential District	7542-7550 Forest Glen Road	Approval with 4 provisos	E	60 days from receipt
Zoning Docket 065/26 Kerri McCaffety	Conditional use to permit a bed and breakfast (accessory) in an HU-RD2 Historic Urban Two-Family Residential District and the Transient Lodging Interim Zoning District	3200 Cadiz Street and 4601 South Roman Street	Approval with 2 provisos	B	60 days from receipt

Respectfully,

Robert D. Rivers

RDR/skk/rb

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,474

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE to rescind Ordinance No. 26,276 MCS (Zoning Docket 123/14) and grant a planned development which authorizes the expansion of an indoor amusement facility, on Square 337, Lots 3A and 3-A1, in the Second Municipal District, bounded by North Broad Street, North Dorgenois Street, Saint Peter Street, and Toulouse Street (Municipal Addresses: 636-650 North Broad Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 39/26 was initiated by Art House NOLA, Inc. and Get the Gorilla, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested amendment in its report to the City Council dated April 29, 2026, presented in **Zoning Docket Number 39/26**; and

WHEREAS, the recommendation of the City Planning Commission was upheld, and the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved with modification by the City Council, subject to three (3) exceptions and three (3) provisos, as stated in Motion Number M-26-232 of the Council of the City of New Orleans on June 4, 2026.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 26,276 MCS (Zoning Docket 123/14) is hereby rescinded, as indoor amusement facilities are allowed by-right within the HU-MU District and no longer require conditional use approval.

SECTION 2. A planned development which authorizes the expansion of an indoor amusement facility, on Square 337, Lots 3A and 3-A1, in the Second Municipal District, bounded by North Broad Street, North Dorgenois Street, Saint Peter Street, and Toulouse Street (Municipal Addresses: 636-650

North Broad Street); is hereby approved, subject to the following exceptions and provisos, as specifically set forth herein:

EXCEPTIONS:

1. In accordance with **Article 5, Section 5.2.D General Standards for Planned Developments** of the Comprehensive Zoning Ordinance the developer shall be granted an exception of **Article 12, Section 12.3.A.1 (Table 12-2: Bulk & Yard Regulations) Maximum Total Floor Area – Commercial Use** to allow an indoor amusement facility to be greater than 10,000 square feet in total floor area.
2. In accordance with **Article 5, Section 5.2.D General Standards for Planned Developments** of the Comprehensive Zoning Ordinance the developer shall be granted an exception of all on-site parking requirements in **Article 22, Section 22.4.A (Table 22-1) Off-Street Parking Requirements** to support the expansion of an adaptive reuse of the historic structure in accordance with the Planned Development process.
3. In accordance with **Article 5, Section 5.2.D General Standards for Planned Developments** of the Comprehensive Zoning Ordinance, the developer shall be granted an exception of all minimum permeable open space in **Article 12, Section 12.3.A.1 (Table 12-2)**.

PROVISOS:

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the Planned Development approval.

2. In accordance with **Article 20.3.E Amusement Facility, Indoor or Outdoor** – the developer shall submit a noise abatement plan, a security and operations plan, and surrounding area information to be reviewed by the Director of Safety and Permits, and all other relevant City agencies prior to permitting.

3. The developer shall indicate the installation of the minimum required bicycle parking spaces, as set forth in **Article 22, Section 22.6 (Table 22-1)** of the Comprehensive Zoning Ordinance, on the final plans submitted to the City Planning Commission. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance.

SECTION 3. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 4. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 2, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 2, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfillment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation

is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Article 4, Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Article 4, Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void. The preceding deadlines may be extended via motion in accordance with the Comprehensive Zoning Ordinance.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION
NO. M-26-232

CITY HALL: June 4, 2026

BY: COUNCILMEMBER KING

SECONDED BY: COUNCILMEMBER WILLARD

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the report and recommendation of approval, subject to two exceptions and five provisos, by the City Planning Commission on **ZONING DOCKET NO. 39/26** initiated by **ART HOUSE NOLA, INC. AND GET THE GORILLA, LLC**, requesting an amendment to Ordinance No. 26,276 MCS (Zoning Docket 123/14) to permit a planned development authorizing the expansion of an indoor amusement facility, located on Square 337, Lots 3A and 3-A1, in the Second Municipal District, bounded by North Broad Street, North Dorgenois Street, Saint Peter Street, and Toulouse Street **(Municipal address: 636-650 North Broad Street)**, is hereby received and the request is approved as recommended by the City Planning Commission with the following modifications:

1. Exceptions 1 and 2 are approved as recommended.
2. A third exception is approved, as follows:

   "In accordance with Section 5.2.D General Standards for Planned Developments of the Comprehensive Zoning Ordinance, the developer shall be granted an exception of all minimum permeable open space in Section 12.3.A.1 (Table 12-2)."
3. Provisos 1 through 4 are approved as recommended.
4. Proviso 5 is deleted.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: Harris, Hughes, King, McCarron, Morrell, Willard - 6
NAYS: 0
ABSENT: Green - 1
RECUSED: 0

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,475

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS

AN ORDINANCE to effect a zoning change from an HU-RD2 Historic Urban Two-Family Residential District to HU-MU Historic Urban Mixed-Use District, on Square 389, Lots 12 and 13 in the Fourth Municipal District, bounded by Jackson Avenue, South Claiborne Avenue, Josephine Street, and Willow Street (Municipal Addresses: 2819-2821 Jackson Avenue); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 44/26 was initiated by Lisan Shell, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the zoning change in its report to the City Council dated May 15, 2026, presented in **Zoning Docket Number 44/26**; and

WHEREAS, the recommendation of the City Planning Commission was upheld, and the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, as stated in Motion Number M-26-236 of the Council of the City of New Orleans on June 4, 2026.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Executive Director of the City Planning Commission be and is hereby directed to change the appropriate zoning district maps together with all the notations, references, and other information shown thereon, together with the lot line zoning districts maps referred to in Ordinance No. 4264 M.C.S., as amended by Ordinance No. 26413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, for a zoning change from an HU-RD2 Historic Urban Two-Family Residential District to

HU-MU Historic Urban Mixed-Use District, on Square 389, Lots 12 and 13 in the Fourth Municipal District, bounded by Jackson Avenue, South Claiborne Avenue, Josephine Street, and Willow Street (Municipal Addresses: 2819-2821 Jackson Avenue); in accordance with Motion Number M-26-236 of the Council of the City of New Orleans, approved on June 4, 2026.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION
NO. M-26-236

CITY HALL: June 4, 2026

BY: COUNCILMEMBER HARRIS

SECONDED BY: COUNCILMEMBER KING

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the City Planning Commission's report and recommendation of approval related to **ZONING DOCKET 44/26**, initiated by Lisan Shell, LLC., requesting consideration of a Zoning Change from an HU-RD2 Historic Urban Two-Family Residential District to a HU-MU Historic Urban Mixed-Use District, on Square 389, Lots 12 and 13 in the Fourth Municipal District and bounded by Jackson Avenue, South Claiborne Avenue, Josephine Street, and Willow Street **(Municipal Address: 2923 Milan Street)**, is hereby **APPROVED.**

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: Harris, Hughes, King, McCarron, Morrell, Willard - 6

NAYS: 0

ABSENT: Green - 1

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,476

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN

AN ORDINANCE to effect a zoning change from an S-RS Suburban Single-Family District to an OS-N Neighborhood Open Space District, on Square 3038, Lots 6, 8-B, 9 and 10, in the Third Municipal District, bounded by Touro Street, Frenchmen Street, Mandolin Street, and Pelopidas Street (Municipal Addresses: 4235-4237 Touro Street, 2110-2116 Mandolin Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 45/26 was initiated by Hebrew Rest Cemetery Association, Inc., and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the zoning change in its report to the City Council dated May 15, 2026, presented in **Zoning Docket Number 45/26**; and

WHEREAS, the recommendation of the City Planning Commission was upheld, and the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, as stated in Motion Number M-26-228 of the Council of the City of New Orleans on June 4, 2026.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Executive Director of the City Planning Commission be and is hereby directed to change the appropriate zoning district maps together with all the notations, references, and other information shown thereon, together with the lot line zoning districts maps referred to in Ordinance No. 4264 M.C.S., as amended by Ordinance No. 26413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, for a zoning change from an S-RS Suburban Single-Family District to an OS-N

Neighborhood Open Space District, on Square 3038, Lots 6, 8-B, 9 and 10, in the Third Municipal District, bounded by Touro Street, Frenchmen Street, Mandolin Street, and Pelopidas Street (Municipal Addresses: 4235-4237 Touro Street, 2110-2116 Mandolin Street); in accordance with Motion Number M-26-228 of the Council of the City of New Orleans, approved on June 4, 2026.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION

NO. M-26-228

CITY HALL: **June 4, 2026**

BY: COUNCILMEMBER GREEN

SECONDED BY: COUNCILMEMBER KING

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** related to **ZONING DOCKET 45/26,** initiated by **HEBREW REST CEMETERY ASSOCIATION, INC.,** requesting a Zoning Change from S-RS Suburban Single-Family District to OS-N Neighborhood Open Space District, on Square 3038, Lots 6, 8-B, 9 and 10, in the Third Municipal District, bounded by Touro Street, Frenchman Street, Mandolin Street, and Pelopidas Street (Municipal Addresses: 4235 4237 Touro Street, 2110-2116 Mandolin Street) is received and the request is hereby **APPROVED.**

BE IT FURTHER MOVED, That the Clerk of Council forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Green, Hughes, King, McCarron, Morrell, Willard - 6**

NAYS: **0**

ABSENT: **Harris - 1**

RECUSED: **0**

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,484

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD, MCCARRON AND KING (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30530 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026", to appropriate Housing Bond Funds to the Office of Housing and Community Development for FY24 and FY25 projects; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that Ordinance No. 30530 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM: INTERGOVERNMENTAL REVENUES – FUND 6699

Intergovernmental Revenues		
Grants, Contributions, and Fund Transfers	$17,034,118	
TOTAL		**$17,034,118**

TO: HOUSING BOND FUND– FUND 5157

Total Housing Bond Fund	$17,034,118
TOTAL	**$17,034,118**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

30 APR '26 PM03:26
RECEIVED CAO

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2026 Budget of Revenues (Ord. No. 30530) to appropriate Housing Bond Funds ($17,034,118) to the Office of Housing and Community Development for FY24 and FY25 projects.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. # | **RESOLUTION ( ) NO.** | **MOTION ( ) NO.**

DEPARTMENT: OFFICE OF COMMUNITY DEVELOPMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2026 Budget of Revenues (Ord. No. 30530 MCS) to appropriate Housing Bond Funds ($17,034,118) to the Office of Housing and Community Development for FY24 and FY25 projects.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 3/30/2026 TO: 12/31/2026

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	**Amount**
From: NEW ORLEANS HOUSING TRUST FUND - 5155	
Total New Orleans Housing Trust Fund	-$17,034,118
To: HOUSING BOND FUND– FUND 5157	
Total Housing Bond Fund	$17,034,118
TOTAL	0

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: _____

CHIEF ADMINISTRATIVE OFFICE

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: OFFICE OF COMMUNITY DEVELOPMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance appropriates $17,034,118 generated from the sale of 2021B and 2024B for the following FY24 and FY25 projects:

Iris Riverbend- contract executed and first payment awaiting transfer.

Lafitte Phase VII - contract executed and construction underway.

Grove Place II - contract and project is near completion.

BW Cooper - contract executed and requisition awaiting transfer.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,485

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD, MCCARRON AND KING (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30531 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026", to appropriate Housing Bond Funds to the Office of Housing and Community Development for FY24 and FY25 projects; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that Ordinance No. 30531 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM: INTERGOVERNMENTAL REVENUES - FUND 6699	
INTERGOVERNMENTAL	
600 – GRANTS, CONTR. AND FUND TRANSFERS	$17,034,118
TOTAL	**$17,034,118**

TO:	**HOUSING BOND FUND– FUND 5157**		
	OFFICE OF COMMUNITY DEVELOPMENT		
	200-OTHER OPERATING	$17,034,118	
	TOTAL		**$17,034,118**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2026 Budget of Expenditures (Ord. No. 30531) to appropriate Housing Bond Funds ($17,034,118) to the Office of Housing and Community Development for FY24 and FY25 projects.

1. _____
   Department Head
2. _____
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: OFFICE OF COMMUNITY DEVELOPMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2026 Budget of Expenditures (Ord. No. 30531 MCS) to appropriate Housing Bond Funds ($17,034,118) to the Office of Housing and Community Development for FY24 and FY25 projects.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 3/30/2026 TO: 12/31/2026

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	Amount
From: NEW ORLEANS HOUSING TRUST FUND- FUND 5155	
OFFICE OF COMMUNITY DEVELOPMENT	
200 – OTHER OPERATING	-$17,034,118
To: HOUSING BOND FUND– FUND 5157	
OFFICE OF COMMUNITY DEVELOPMENT	
200 – OTHER OPERATING	$17,034,118
TOTAL	0

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

DATE:

REVIEWED BY:

CHIEF ADMINISTRATIVE OFFICE

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: OFFICE OF COMMUNITY DEVELOPMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance appropriates $17,034,118 generated from the sale of 2021B and 2024B for the following FY24 and FY25 projects:

Iris Riverbend- contract executed and first payment awaiting transfer.

Lafitte Phase VII - contract executed and construction underway.

Grove Place II - contract and project is near completion.

BW Cooper - contract executed and requisition awaiting transfer.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-26-293

CITY HALL: July 23, 2026

BY: COUNCILMEMBERS HARRIS, MORRELL, WILLARD AND McCARRON (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans entered into contract K24-371 on June 27, 2024 following a Response for Proposals process, entered into Amendment No. 1 to that agreement on December 17, 2025; and

WHEREAS, the parties desire to enter into Amendment No. 2 to this agreement, which will extend the agreement by 25 months through July 31, 2029, and increase the maximum amount payable under this agreement from $1,854,010.00 to $4,274,576.66 for services as more fully provided for in Amendment No. 2, attached hereto as Exhibit "A"; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to amendment No. 2 to the contract between the City of New Orleans and OpenGov, Inc.; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 2 to the contract between the City of New Orleans and OpenGov, Inc. as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 2 TO THE MASTER SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

OPENGOV, INC.

ASSET MANAGEMENT SYSTEM

THIS SECOND AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the "**City**"), and OpenGov, Inc. represented by Sam Kramer, Chief Financial Officer (the "**Contractor**"). The City and Contractor are sometimes each referred to as the "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City and Contractor are parties to a master services agreement dated effective June 27, 2024 (the "**Agreement**", contract K24-371) for the Contractor to provide professional services including provision and implementation of an enterprise asset management system to automate the tracking and processing of infrastructure and capital assets;

WHEREAS, effective December 17, 2025, the City and Contractor entered into an amendment to the Agreement to extend the term of the Agreement and increase compensation for basic services ("**First Amendment**", contract K25-966); and

WHEREAS, the City and Contractor, each having the authority to do so, desire to further amend the agreement to increase compensation and reaffirm certain provisions.

NOW THEREFORE, for good and valuable consideration, the City and Contractor amend the Agreement as follows:

A. FEES ADDED BY THIS AMENDMENT. In accordance with Article IV of the Agreement, the City will pay Contractor an additional $2,420,566.66 in compensation for services as specified in Exhibit A of this amendment.

B. MAXIMUM AMOUNT. The maximum aggregate amount payable by the City for all services performed under this Agreement is not to exceed **$4,274,576.66.** This amount is inclusive of all services and cannot be increased except by a validly executed amendment, and if the City's Department of Finance has certified the availability of additional funding. The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. EXTENSION. The term of the Agreement is extended for twenty-five (25) additional months from June 27, 2027, to July 31, 2029.

D. CONTRACTOR's OBLIGATIONS. The Contractor's obligations are modified to add the services set forth in the Scope of Work designated as Exhibit B.

E. CONVICTED FELON STATEMENT. Contractor swears that it complies with City Code Section § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

F. NON-SOLICITATION STATEMENT. Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

G. ELECTRONIC SIGNATURE AND DELIVERY. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

H. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
HELENA MORENO, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department
By: _____
Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

OPENGOV, INC.

BY: _____
SAM KRAMER, CHIEF FINANCIAL OFFICER

30-0717374_____
CORPORATE TAX I.D. NO.

Exhibit A: Order Form(s)

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-16096.1a	**Prepared By:**	Megan Morrison
Created On:	04/10/2026	**Email:**	mmorrison@opengov.com
Order Form Expiration:	07/31/2026	**Contract Term:**	12 Months
Subscription Start Date:	08/01/2026		
Subscription End Date:	07/31/2027		

Customer Information:

Customer:	City of New Orleans, LA	**Contact Name:**	Dave Cartwright
Bill To/Ship To:	1300 Perdido Street New Orleans, Louisiana 70112 United States	**Email:** **Phone:**	david.cartwright@nola.gov 504-658-1050

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
OpenGov 311	08/01/2026	07/31/2027	$84,287.70

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	08/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$104,227.20

Professional Services Total: $104,227.20

Customer Billing/Service Periods:

Period:	**Total:**
08/01/2026	$188,514.90

Order Form Legal Terms:

This Order Form, Q-16096.1a, incorporates and is made part of the Master Services Agreement between the City of New Orleans, LA and OpenGov, Inc. dated June 27, 2024, as amended ("MSA").

If Professional Services are purchased, the Statement of Work is incorporated by reference.

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

City of New Orleans, LA:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-16096.1b	**Prepared By:**	Megan Morrison
Created On:	04/10/2026	**Email:**	mmorrison@opengov.com
Order Form Expiration:	07/31/2026	**Contract Term:**	36 Months
Subscription Start Date:	08/01/2026		
Subscription End Date:	07/31/2029		

Customer Information:

Customer:	City of New Orleans, LA	**Contact Name:**	Dave Cartwright
Bill To/Ship To:	1300 Perdido Street New Orleans, Louisiana 70112 United States	**Email:** **Phone:**	david.cartwright@nola.gov 504-658-1050

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Builder	08/01/2026	07/31/2027	$14,175.00
Asset Management	08/01/2026	07/31/2027	$307,965.00
Facilities Domain	08/01/2026	07/31/2027	$68,722.50
Integration Toolkit	08/01/2026	07/31/2027	$14,175.00
Parks & Recreation Domain	08/01/2026	07/31/2027	$49,087.50
Signal Domain	08/01/2026	07/31/2027	$39,270.00
Stormwater Domain	08/01/2026	07/31/2027	$49,087.50

Transportation Domain	08/01/2026	07/31/2027	$68,722.50
Walkability Domain	08/01/2026	07/31/2027	$39,270.00
Asset Builder	08/01/2027	07/31/2028	$14,883.75
Asset Management	08/01/2027	07/31/2028	$323,363.25
Facilities Domain	08/01/2027	07/31/2028	$72,158.63
Integration Toolkit	08/01/2027	07/31/2028	$14,883.75
OpenGov 311	08/01/2027	07/31/2028	$88,502.09
Parks & Recreation Domain	08/01/2027	07/31/2028	$51,541.88
Signal Domain	08/01/2027	07/31/2028	$41,233.50
Stormwater Domain	08/01/2027	07/31/2028	$51,541.88
Transportation Domain	08/01/2027	07/31/2028	$72,158.63
Walkability Domain	08/01/2027	07/31/2028	$41,233.50
Asset Builder	08/01/2028	07/31/2029	$15,627.94
Asset Management	08/01/2028	07/31/2029	$339,531.41
Facilities Domain	08/01/2028	07/31/2029	$75,766.56
Integration Toolkit	08/01/2028	07/31/2029	$15,627.94
OpenGov 311	08/01/2028	07/31/2029	$92,927.19
Parks & Recreation Domain	08/01/2028	07/31/2029	$54,118.97
Signal Domain	08/01/2028	07/31/2029	$43,295.18

Stormwater Domain	08/01/2028	07/31/2029	$54,118.97
Transportation Domain	08/01/2028	07/31/2029	$75,766.56
Walkability Domain	08/01/2028	07/31/2029	$43,295.18

Customer Billing/Service Periods:

Period:	Total:
08/01/2026	$650,475.00
08/01/2027	$771,500.86
08/01/2028	$810,075.90

Order Form Legal Terms:

This Order Form, Q-16096.1b, incorporates and is made part of the Master Services Agreement between the City of New Orleans, LA and OpenGov, Inc. dated June 27, 2024, as amended ("MSA").

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

City of New Orleans, LA:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-16164	**Prepared By:**	Chad Walker
Created On:	04/15/2026	**Email:**	cjwalker@opengov.com
Order Form Expiration:	07/31/2026	**Contract Term:**	12 Months
Subscription Start Date:	08/01/2026		
Subscription End Date:	07/31/2027		

Customer Information:

Customer:	City of New Orleans, LA	**Contact Name:**	Accounts Receivable
Bill To/Ship To:	1300 Perdido Street New Orleans, Louisiana 70112 United States	**Email:** **Phone:**	ar@opengov.com 504-658-1050

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
GeoCam App User Accounts Admin	08/01/2026	07/31/2027	$11,000.00
GeoCam Camera Term	08/01/2026	07/31/2027	$71,500.00
GeoCam Facility Image Processing	08/01/2026	07/31/2027	$82,500.00
GeoCam Support Bundle	08/01/2026	07/31/2027	$66,000.00

Customer Billing/Service Periods:

Period:	Total:
08/01/2026	$231,000.00

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.
The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form,

MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

In addition, Customer expressly acknowledges and agrees that this Order Form is subject to, and governed by, GeoCam's Master Products and Services Agreement and GeoCam Equipment Lease Agreement ("MPSA"). The MSA and MPSA shall apply in full to any hardware, software, or services provided by GeoCam through OpenGov and shall govern Customer's use, receipt, and delivery of such services and applicable equipment. No GeoCam hardware or software will be delivered prior to Customer's acceptance of and compliance with such GeoCam terms This Order Form replaces and supersedes the Order Form Number Q-10040 executed on December 17, 2025.

City of New Orleans, LA:	**OpenGov, Inc.**
Signature:	Signature:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Exhibit B

Statement of Work

City of New Orleans, LA

Creation Date: 6/25/2026
SoW Expiration Date: 9/25/2026
Document Number: PS-11290.3
Created by: Erin Kehoe

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of New Orleans, LA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Government App Builder - 311 Request Management
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Government App Builder

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW, unless the delay is the direct result of an OpenGov failure or delay (each, a "Customer Delay") will

automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW. OpenGov implementation partners must abide by the terms and conditions of this Statement of Work between OpenGov and the City of New Orleans.

6. Estimated Schedule

The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will identify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays. If the City proposes good faith remedies to the identified concerns within the allotted timeframe, OpenGov shall not place its services on hold.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

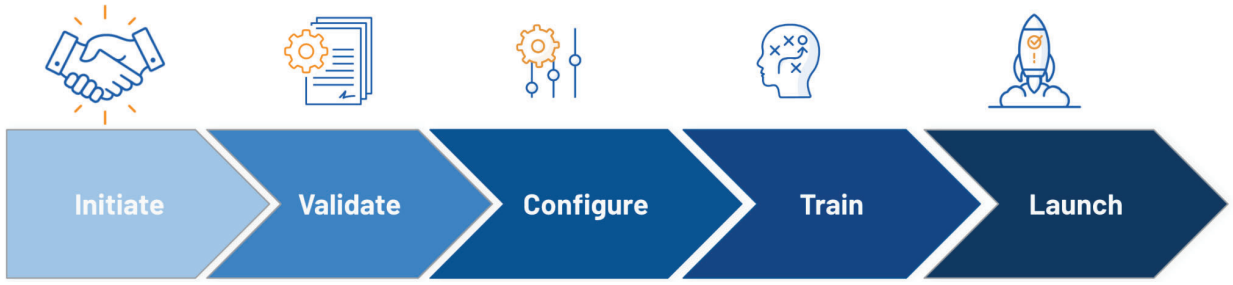
When changes to scope are required following project initiation, both parties will work in good faith to attempt to address changes without impacts to project schedule or cost. Any changes to project cost or schedule must be approved in writing by a senior official of OpenGov and the City of New Orleans.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

311 Request Management

Initiate

OpenGov will:

- Conduct a project kickoff to align goals, roles, scope, and approach.
- Provision Government App Builder environment; configure initial roles
- Run discovery/working sessions to confirm high-level requirements across channels (web, and mobile-browser).
- Create initial configuration backlog in shared workspace

Customer will:

- Identify stakeholders; ensure attendance at kickoff and working sessions.
- Confirm environment access and user roles.
- Provide process documentation (current service catalog, scripts, categories), reporting examples, and regulatory/retention requirements.
- Review and approve initial configuration backlog and project schedule.

Assumptions:

- OpenGov will use standard templates and intake patterns unless otherwise agreed in writing. Standard templates and intake patterns will be made available to customer in advance for review and feedback.
- Branding and content style guides provided by Customer (if applicable)

Completion Criteria:

- Kickoff completed with documented actions.
- Access confirmed for core users.
- Initial backlog and plan approved.
- Shared workspace established.

Validate

OpenGov will:

- Facilitate validation workshop to confirm requirements, dependencies, and acceptance criteria across intake channels, routing rules, SLAs, and reporting.
- Present refined backlog, timeline, and resource plan for sign-off.
- Validate user access, permissions, and environment readiness.
- Update artifacts based on feedback prior to configuration.

Customer will:

- Attend validation with decision-makers and SMEs (call center, departmental responders, IT/GIS).
- Confirm access to needed systems and tools (GIS, work order/asset mgmt, ERP/finance, SSO, legacy data).
- Review and sign off on backlog and plan.
- Resolve internal dependencies that could block configuration.

Assumptions:

- Any additional requirements identified will be assessed for scope and schedule impact.

Completion Criteria:

- Customer sign-off on plan and backlog.
- Access validated.
- No outstanding blockers to start Configure.
- Readiness checkpoint logged in project documentation.

Configure

Service Catalog

OpenGov will:

- Define catalog taxonomy and metadata; configure categories, subcategories, and article templates
- Provide enablement on ongoing content governance.

Customer will:

- Supply existing catalog lists and knowledge content; designate content owners
- Review layouts and content structure; approve final catalog and initial article set.

Assumptions:

- Content writing and localization are Customer responsibilities unless otherwise contracted.
- External website CMS updates (outside of the 311 portal) are out of scope.

Completion Criteria:

- Service catalog configured and linked to intake workflows.
- Initial knowledge base articles published.
- Governance approach documented.

Service Request Intake & Form (Web & Browser Accessible Mobile)

OpenGov will:

- Configure up to thirty-two (32) service request types.
- Request types must follow a common template structure and share substantially similar fields, logic, routing, and layout patterns.
- Request types that materially differ in workflow, data structure, routing logic, or integration behavior may be considered out of scope subject to change order.
- Support request types spanning no more than seventeen (17) distinct departments.
- Configure:
    - Standard Fields (text, dropdown, multi-select, date, etc.)
    - Required/optional field validation
    - Conditional visibility logic (limited to standard platform capabilities)
    - File attachments (standard limits apply)
    - Standard layouts using existing form components
- Configure Internal (non-public) request types within the same thirty-two (32) request total.
    - No additional request type allotment is provided for internal-only forms.
    - Internal forms must follow the same structural guardrails as public forms.
- Implement address capture and geocoding using standard OpenGov capabilities and/or existing GIS integrations where in scope.
- Geofencing will follow one of the following supported models:
    - A single global geofence applied across all requests types, or
    - Department-level geofencing applied consistently across all request types within that department.
- Unique geofencing per individual request type is limited and must remain within standard configuration capabilities.
    - Complex geospatial logic, custom map layers, new GIS data creation, or advanced spatial analysis is out of scope unless otherwise specified.
- **Anonymous Portal:**
    - OpenGov will configure an anonymous submission experience using a service account for intake processing.

    - reCAPTCHA or equivalent bot-prevention controls.
- Anonymous Submissions:
    - Must use the same configured public request types (no additional forms created for anonymous intake)
    - Cannot be used for internal-only request types.
    - Will not support follow-up requests for additional information.
    - Cannot be converted to registered-user submission after submission.
    - May be rejected or routed to EAM for work order consideration where applicable.
- Two-way communication, anonymous status tracking beyond standard confirmation messaging, or anonymous-to-registered account conversion is out of scope unless explicitly stated.
- **Constituent Dashboard**:
    - Configuration will leverage existing template-based constituent dashboards using standard platform components.
    - OpenGov will provide advisory guidance on accessibility and user experience best practices.
    - Custom UI development, custom front-end coding, or standalone website development is not included
- External resources or websites may be added as buttons or tiles that function as standard hyperlinks redirecting users to publicly available URLs. Embedding external systems or custom integrations is out of scope unless otherwise specified.
- Conduct review sessions and iterate to finalize.

Customer will:

- Provide field-level requirements, current scripts, categories, and mandatory data elements.
- Participate in reviews; provide consolidated feedback.
- Validate permissions, logic, and layouts for internal and resident users
- Approve final configurations.

Assumptions:

- Designs leverage standard form capabilities and controls
- Public site branding assets provided by Customer.

Completion Criteria:

- Forms/tables configured and tested
- Address capture/geocoding validated (if in scope).
- Required data capture confirmed
- Customer approval received.

Mobile Application (iOS & Android)

Mobile Access (iOS & Android)

- OpenGov will provide a mobile application experience for iOS and Android devices designed to support constituent-facing 311/CRM request submission and status visibility.

Scope of Mobile Functionality:

- The mobile application will support core constituent workflows, including:
    - Submission of service requests using configured public request types
    - Address/location capture (subject to device capabilities and configured GIS services)
    - Photo/file attachments (subject to standard platform limits)
    - Viewing request status updates (where applicable)
    - Standard confirmation and notification behavior
- The mobile experience will leverage the same configured public request types as defined in the Service Request Intake & Form section.

Functional Boundaries:

- The mobile application is designed primarily for constituent request intake and status viewing.
- Administrative configuration, workflow management, reporting, advanced triage, SLA management, and internal processing features are supported through the web application only unless otherwise specified.
- Feature parity between mobile and web applications is not assumed.
- Advanced UI customization, custom mobile workflows, or device-specific enhancements beyond standard capabilities are out of scope unless explicitly stated.

Assumptions:

- The mobile application will use standard platform components and supported device capabilities.
- Submission performance and certain functionality may vary based on device type, operating system version, connectivity, and permissions granted by the end user.
- Publication to Apple App Store and Google Play will follow standard platform release processes and approval timelines.

Completion Criteria:

- Mobile application available for iOS and Android distribution.
- Core request submission functionality tested and validated.
- Customer approval received.

Workflow, Triage & Routing

OpenGov will:

- Configure routing rules, ownership groups, task states, reassignment, and collaboration steps.

- Configure workflow states for up to thirty-two (32) service requests types using a shared workflow framework.
- Establish routing rules based on:
    - Request Type
    - Department
    - Standard priority level
    - Location (if applicable)
- Configure department-level ownership groups and queues aligned to the defined (less than or equal to seventeen (17)), including:
    - A primary queue per department (additional sub-queues or specialty are out of scope unless explicitly stated).
    - Queue visibility based on assigned department role.
- Configure standard task states using a standardized lifecycle (e.g., Submitted, In Progress, Oh Hold, Closed, Completed), including an optional standardized RFI (Request for Information) pattern where supported.
    - Department-specific workflow/state variants must remain minimal and within standard configuration capabilities.
    - Complex, highly branched workflows or materially different state model per department/request type may require change order.
- Document agreed workflows at a high level and conduct structured testing sessions.
- **Queue Assignment Model**
    - Assignments will occur at the **department queue level only.**
    - Only one (1) queue per department is included in scope.
    - Automatic assignment to specific individuals is out of scope.
    - Load balancing, workload distribution logic, skill-based routing, or availability-based assignment is not included.
    - Vacation rules, backup assignments, and dynamic reassignment automation are not included.
    - Escalation routing beyond initial department-level assignment is not included unless otherwise specified in the approved project plan.

Customer will:

- Define departmental ownership of groups (less than or equal to 10 departments).
- Identify users assigned to each departmental group queue (limited to scope role counts).
- Provide current process maps, ownership matrices, and escalation criteria for configuration.
- Participate in testing and provide consolidated feedback; approval final logic in writing.
- Resolve GIS boundary questions, including conflicts/overlaps in service areas, if location-based routing is required.

Assumptions:

- Routing an assignment will be department-based, not user-based.
- No custom assignment logic will be developed.
- Workflow states will be standardized across departments wherever possible.

- Automation will use standard workflow options; custom code is out of scope unless listed.
- Location-based routing requires GIS layers and data provided by Customer.
- Refinement is limited to up to two (2) rounds of consolidated changes following workflow review sessions. Additional iterations may require a change order.

Completion Criteria:

- Workflows live with routing functioning.
- Ownership groups and queues configured.
- Approval received from Customer.

SLAs, Notifications & Escalation

OpenGov will:

- Configure SLA tracking using standard OpenGov 311/CRM capabilities, including SLA timers for:
  - Acknowledgement
  - First Response
  - Resolution
- Configure standard SLA indicators and monitoring views/dashboards available within the platform.
- Configure resident notifications and status updates using standard communication capabilities:
  - Email and/or SMS (when in scope and when Customer provides required communication templates)
- Configure escalations to supervisors and leadership.
- SLA configuration is limited to up to three (3) SLA policies across all request types unless otherwise specified.
  - An "SLA Policy" is defined as a single set of thresholds and calendar rules that may apply to multiple request types/departments.
- Escalations do not include automatic reassignment, rerouting to additional queues, or dynamic workload redistribution.
- Notifications are limited to standard event-based updates (e.g., submission received, status changed, closed) using standard template capabilities. Custom notification logic beyond standard triggers may require a change order.

Customer will:

- Provide SLA definitions per category and business hours/holiday calendars. (policy name, threshold values, and applicability by request type/department)
- Approve notification templates and escalation paths.
- Validate end-to-end SLA behavior.

Assumptions:

- SMS/email providers and associated fees are Customer responsibilities unless otherwise contracted.
- Two-way messaging outside of standard capabilities may require a Change Order.

Completion Criteria:

- *SLAs operational with monitoring in dashboards
- Notifications and escalations tested
- Customer approval received.

Integration with OpenGov Enterprise Asset Management (EAM)

OpenGov will:

- Configure an integration between OpenGov 311/Constituent Request Management (CRM) and OpenGov EAM using standard, supported capabilities so that:
    - Eligible 311 requests may create 311 requests, which will enable users to issue work orders, and
    - EAM work order status updates may be reflected back in 311 (including the public status page where applicable).
- Define decision rules for work-order creation (e.g., by category/high-alert flag).
- Configure field mapping between 311/CRM and EAM for a standard integration set, including (as applicable):
    - 311 Request ID / External Reference
    - Request Type
    - Location/Address
    - Requester(or)
    - Description/Comments
    - File Attachment(s)
- Configure status mapping for resident-facing visibility (e.g., translating EAM internal statuses into simplified public statuses) using standard platform capabilities.
- Implement standard API-based integration or agreed method; handle error validation and retries.
- Configure read-backs of EAM status/progress for resident-friendly display on the status page.
- Provide technical runbook and data-mapping documentation.
- Integration is limited to one (1) EAM request type creation pathway per eligible request type.
- Field mapping is limited to twenty (20) mapped fields, or the limit already configured in EAM, unless otherwise specified.
- The integration does not support:
    - Custom middleware, custom EAM extensions, or non-standard API capabilities.
- Advanced exception handling (custom alerting workflows, automated replay tooling, or custom integration dashboards) is out of scope unless explicitly stated.

Customer Responsibilities:

- Provide or confirm EAM environment details, credentials, and test data; confirm asset/address cross-walks.
- Validate mapping, status cross-reference, and acceptance criteria.
- Coordinate with any internal EAM administrators for endpoint access/windows.

Boundaries & Assumptions

- Scope is limited to OpenGov 311 Request Management ↔ OpenGov EAM integration; other third-party systems are out of scope.
- Integration follows standard, supported API capabilities; custom EAM extensions are excluded.
- Delays in access, credentials, or test data availability may impact delivery timeline.

Completion Criteria:

- End-to-end tests demonstrate work-order creation and status synchronization; integration documentation delivered; stakeholder approval received.

Reporting & Dashboards

OpenGov will:

- Configure reports (up to 10), filters, and visualizations; enable exports suitable for council/board/public dashboards (up to 6 unique dashboards)
- Provide enablement on managing report parameters and publishing.
- Ensure that data can be extracted via API or automation for inclusion in PowerBI or other dashboards.

Customer will:

- Define KPIs and reporting needs; provide examples of internal and public reporting.
- Review layouts and logic; test exports; designate owners for ongoing reporting.

Assumptions:

- Reports rely on data available in configured tables or approved imports/integrations.
- Complex, custom templates outside of standard exports may require a Change Order.

Completion Criteria:

- Reports and dashboards live with accurate data.
- Permissions verified; export formats tested
- Customer approval received.

Train

Administrator & Dispatcher Training

OpenGov will:

- Deliver live virtual training; provide documentation and recordings.
- Cover core admin tasks (form edits, report creation, workflow adjustments, SLA configuration, permission controls).
- Assign practice scenarios.

Customer will:

- Identify admin/dispatcher users; attend training; complete practice exercises; confirm understanding of responsibilities.

Assumptions:

- Training delivered remotely unless otherwise specified.
- Attendees are available at scheduled times.

Completion Criteria:

- Admin training completed; access confirmed for relevant users.
- Practice scenarios validated
- Customer confirms readiness to manage configuration post-launch.

Agent/Field Staff Enablement

OpenGov will:

- Deliver role-based sessions and quick-reference guides.
- Demonstrate status updates, assignment, and completion workflows.

Customer will:

- Ensure attendance; provide device policies and any mobile restrictions.
- Validate that training aligns to field operation needs.

Assumptions:

- Device procurement and management are Customer responsibilities.
- Offline mode support is limited to generally available capabilities.

Completion Criteria:

- Agent/field sessions delivered; materials distributed.
- Readiness sign-off received from departmental leads.

Public/User-Facing Collateral

OpenGov will:

- Draft how-to guides with screenshots and FAQs; deliver PDF and web-optimized formats.
- Review drafts with Customer for accuracy; finalize collateral.

Customer will:

- Review and provide feedback; approve final content; handle distribution and any localization.

Assumptions:

- Content reflects current forms and processes at go-live.
- Accessibility/translation needs identified by Customer.

Completion Criteria:

- Guides finalized and approved; published via Customer channels.

Launch

OpenGov will:

- Monitor adoption; resolve configuration questions and issues.
- Conduct final stakeholder review; transition to Customer Success.

Customer will:

- Monitor usage; report issues; attend final review; sign solution acceptance.

Assumptions:

- Hypercare support is time-boxed per the Project Plan.
- Post-launch enhancements will be prioritized via Customer Success or Change Orders.

Completion Criteria:

- Hypercare window closed; known issues addressed or queued.
- Stakeholder review completed; solution acceptance signed.

Exhibit 2: Technical Requirements

Government App Builder Technical Requirements

- Migration
    - All data must be accessible to OpenGov in Excel or CSV format
    - Maximum historical record count: 500
- Flat File Integrations
    - Customer must
        - Provide OpenGov with the export file (a delimited file) from the external system
        - Automate the export and/or import of data into and out of the external system.
- API Integrations
    - Customer is responsible for:
        - Fees associated with purchasing the external system
        - Providing OpenGov with access to the API and/or access to technical staff from that vendor.
        - Access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
        - Changes to scope resulting from a change in the third-party vendor's API.
        - Testing expected workflows and data in both test and production environments
    - To display a location on a map, the third party system must be able to provide location data via their API, as shapes or coordinates. Text addresses are limited to populating address fields.

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Information Technology and Innovation

Name of Contact Person: Jonathan Wisbey

Telephone Number: 504-658-7828

Email Address: jonathan.wisbey@nola.gov

Initials of Sponsoring Councilmember(s): JPM

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Our previous amendment extended contract duration but did not add additional funding for maintenance payments. This amendment will add maintenance payments and allow City to adopt the OpenGov 311 module.

2. **The parties involved:** The City of New Orleans and OpenGov, Inc.

3. **The obligations, expectations, and deliverables of the parties involved:** City is obligated to make maintenance payments on the asset management system and work with vendor on 311 module implementation. Vendor is obligated to provide asset management system access and deliver 311 implementation services as detailed in the attached SOW.

4. **The duration of the contract:** 25 months (to align contract with annual service renewals)

5. **The cost and any fiscal implications of the contract for the City:** Amendment increases maximum allowable by $2,420,566.66 to fund 3 years of maintenance and 311 module costs. Will utilize a combination of GF and capital.

6. **Describe disadvantaged business enterprise (DBE) participation:** DBE waiver obtained due to proprietary nature of software purchased

Reference: Council Rule 57 & City Code Section 70-10

New Orleans City Council

Public Notice

Executive Session

NOTICE IS HEREBY GIVEN THAT PURSUANT TO LOUISIANA REVISED STATUTE §§ 42:16 AND 42:17(A)(2), THE COUNCIL OF THE CITY OF NEW ORLEANS MAY CONVENE IN EXECUTIVE SESSION DURING ITS JULY 23, 2026 MEETING FOR THE PURPOSE OF DISCUSSING THE FOLLOWING LITIGATION:

- *Stanton Square, LLC v. The City of New Orleans, the New Orleans City Council, and Freddie King, III, in his official capacity as a member of the New Orleans City Council*, Case No. 23-5733, Sec. O, United States District Court for the Eastern District of Louisiana, Judge Brandon S. Long
- *Granaio, LLC v. City of New Orleans and John Does 1-20*, Case No. 26-01223-CLC, Courtroom 7, United States Bankruptcy Court for the Southern District of Florida, Judge Corali Lopez-Castro
- *John Johnson, et al. v. City of New Orleans, Helena Moreno, in her official capacity as Mayor of the City of New Orleans, the New Orleans City Council, and the Orleans Parish School Board Members in their official capacities*, Case No. 2:26-cv-01025, Sec. I, United States District Court for the Eastern District of Louisiana, Judge Lance M. Africk

THE **JULY 23, 2026** MEETING IS SCHEDULED TO COMMENCE AT **10:00 A.M**. AND WILL BE CONDUCTED IN PERSON IN COUNCIL CHAMBERS, CITY HALL, 1300 PERDIDO STREET, NEW ORLEANS, LOUISIANA.

POSTED: 7:40.a.m., JULY 22, 2026

AISHA R. COLLIER
CLERK OF COUNCIL

FOR MORE INFORMATION, CONTACT MS. AISHA R. COLLIER AT (504) 658-1125 OR E-MAIL arcollier@nola.gov.

DeO COMPANY
PO BOX 7023
Metairie, LA 70010
(504) 237-7070

June 9, 2026

Aisha R. Collier, Clerk of Council
1300 Perdido St. Rm 1E09
New Orleans, LA 70112

Dear Ms. Collier:

In adherence to the HDLC rules, I am requesting to appear before the New Orleans City Council to appeal the HDLC Commission's decision to deny the application for demolition of the property located at 2663 Iberville, 206-210 N Broad.

Please let me know if you have any questions or if I need to provide any additional information for the appeal.

Sincerely,

Carla D Turnage
On behalf of DeO Company/ Applicant

De O Co, Inc.
40 Melrose Dr.
Marrero, LA 70072

NEW ORLEANS HISTORIC DISTRICT LANDMARKS COMMISSION
CENTRAL BUSINESS DISTRICT HISTORIC DISTRICT LANDMARKS COMMISSION

Helena Moreno
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE
DIRECTOR

Thursday, June 4, 2026

Ovella Enterprises, LLC
520 Smith Dr.
Metairie, LA 70005

Re: 2663 Iberville St, 206 N Broad St, 208 N Broad St, 210 N Broad St
Reference Code: KEF2V8

Dear Ovella Enterprises, LLC:

This letter confirms the actions of the New Orleans Historic District Landmarks Commission at its meeting of Wednesday, June 3, 2026, concerning your application for the following work: Demolition of a Contributing rated raised basement, single-family residential building to grade.

At that time the Commission voted to:
Deny the application for demolition, as the raised bungalow retains much of its character-defining features. Aside from deflection in the flooring, the structure appears to be in good condition. However, The non-contributing rear addition may be demolished without adversely affecting the historic character of the building.

Furthermore, the HDLC encourages the owner to not only make the minor repairs to secure the building envelope but also implores them to ensure the windows remain closed to prevent unnecessary exposure to the elements, which is actively contributing to continued deterioration and decay.

If you wish to appeal the Commission's decision to the City Council, you must submit a written request for appeal to both the HDLC and the Clerk of Council at clerkofcouncil@nola.gov. Alternatively, written requests may be delivered to the Clerk of Council, City Hall, Room 1E09, New Orleans, LA 70112. **All requests must be submitted within ten (10) calendar days of the Commission meeting.** Please be sure to include a copy of this letter with your request.

Should you have any questions concerning this matter, feel free to contact me at (504) 658-7043 or Chad.Spurlin@nola.gov.

Sincerely,

Chad Spurlin
Historic Preservation Plan Reviewer

Approved__BB__ Bryan Block, Executive Director

Wednesday, June 10, 2026

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 2663 Iberville Street, 206 – 210 N. Broad Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the New Orleans Historic District Landmarks Commission's denial of the application for demolition to grade of a Contributing-rated building in the Mid-City Local Historic District.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Yvette Jett
Principal Architectural Historian

Permit Number: 25-38633-HDLC

Owner: Ovella Enterprises, LLC

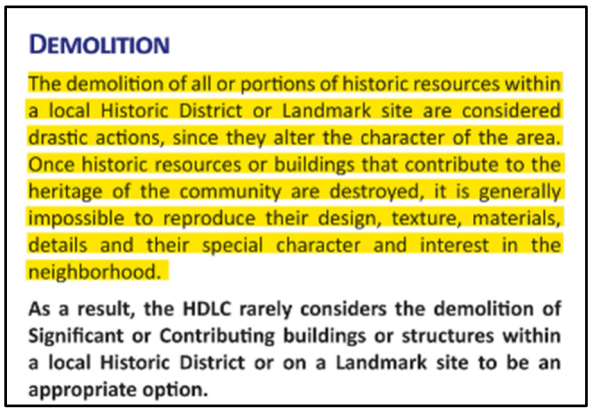
Applicant: Ovella Enterprises, LLC

Description: Applicant is requesting demolition of a Contributing-rated, multi-unit Mixed-Use building to grade, in partial control Mid-City.

HDLC Decision: Deny the request for demolition to grade but allow demolition of the rear addition.

Staff Recommendation: Staff respectfully request that the City Council uphold the decision of the Historic District Landmarks Commission to deny the demolition of the building but allow the demolition of the rear addition.

HDLC Guidelines:



Section 12, Pages 23-24 of the Guidelines for New Construction, Additions and **Demolition** states that the demolition of all or portions of historic resources within a local Historic District or Landmark site are considered drastic actions, since they alter the character of the area. Once historic resources or buildings that contribute to the heritage of the community are destroyed, it is generally impossible to reproduce their design, texture, materials, details and their special character and interest in the neighborhood. When reviewing demolition applications at properties located within a Historic District or at a Landmark site, the HDLC uses the following criteria in its evaluations:

- **The historic or architectural significance of the building or structure as designated by its "rating":** Contributing
- **The importance of the building or structure to the tout ensemble of the area:** FEMA survey research indicates that the raised bungalow structure was constructed between 1920-1930, within the period of significance of the Mid-City local historic district.
- **The alternatives to demolition that have been explored by the applicant:** New construction.
- **The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material or detail:** The massing and footprint of the building would

not be difficult to recreate. However, the detailing and craftsmanship would not be comparable to the historic building. The building retains much original Arts & Crafts detailing, including a jerkinhead roof form, stucco & timber front gable, exposed rafter tails, original 6-over-2 double hung windows and an entry door flanked by partial height multilight sidelights.

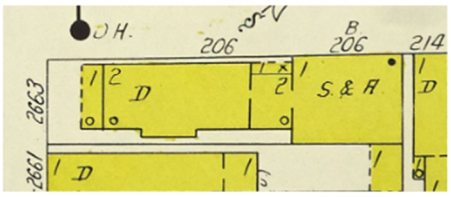
- **The special character and aesthetic interest that the building or structure adds to the local Historic District:** The building's siting on a corner lot allows for a building typology unique to the rest of the block, similar to the Contributing-rated church building directly across Iberville St. While there are substantial parking lots on are both sides of the street adjacent to this building, intact Craftsman style double shotguns line Iberville St in both directions. As a largely intact, Mixed-Use historic structure, the building has a unique opportunity to be an active beacon for the immediate neighborhood.

- **Current condition of the building or structure:** A visual interior & exterior inspection was performed by HDLC inspector Haley Klundt on April 8, 2026. The building appeared to be in good condition. The floors exhibited some deflection throughout; requiring some restructuring or reinforcement of the wooden posts within the basement. On this issue, the HDLC inspector agrees with applicant's third-party structural report; however, Staff disagrees with the report's conclusion that the deflection warrants full demolition. The wall framing and ceiling joists appeared to be in good condition, with minor damage to the joists by wood destroying insects. Additionally, the building needs to painted to prevent further wood deterioration. No evidence suggests the building's structure is beyond rehabilitation.

Commission Action

At the June 3, 2025 hearing, the Commission voted to deny the application for demolition to grade but grant approval of the demolition of the rear of the building. The motion was made by Commissioner Ross Karson. His motion was seconded by Commissioner Jim Ashbee. The motion passed unanimously.

Sanborn Maps:



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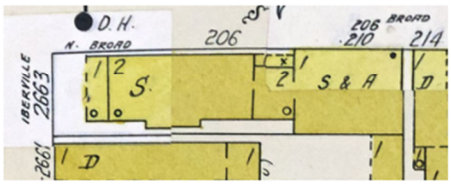

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The full Staff Report may be found here: https://sites.google.com/view/no-cmm-060326/new-demolition-applications/2663-iberville-206-210-n-broad-st

A link to the meeting video may be found here: https://www.youtube.com/live/zmRlVDg68bs?si=nIeuTC5FfmkK-Gle

Granville M. Semmes III
Owner/Manager of Granville Semmes Construction Co., LLC;
1510 Religious, LLC; 510 Race LLC; Race and Religious, LLC
38233 Coast Blvd., Suite 404
Slidell, LA 70458
Gsemmes3@aol.com or gsccllc2017@gmail.com

Friday, June 5, 2026

City Council of New Orleans
Clerk of Council
clerkofcouncil@nola.gov

City of New Orleans
CBD Historic District Landmarks Commission
Wendy Cargile, Chief Plan Reviewer
wcargile@nola.gov

Re: 510 Race St
Reference code: 7BFZCN

Dear Members of City Council and Ms. Cargile:

Please accept this letter as my request to appeal the decision of the HDLC at its meeting Wednesday, June 3, 2026, regarding the denial of retention of the deteriorated masonry and stucco.

As is true with the property at 1510 Religious Street, the historic home at 510 Race Street serves as an integral part of a Wedding & Events venue named Race and Religious. It has been successful for many years providing brides, grooms and their families and guests with the warmth and charm of an 1800's vintage New Orleans setting. Online reviews point to their satisfaction and appreciation of its ability to take them back into time. An important detail of that charm is the "patina" of the delaminated stucco and exposed bricks. Some reviews cite these very features and I feel that charm would seriously be hindered by modernizing or making it appear new. Instead, it resembles many of the classic and historic structures scattered throughout New Orleans.

I sincerely hope you will reconsider and re-evaluate the value one of the most notable features of the property. Race and Religious attracts patrons and visitors from all over the world – bringing in additional revenues to nearby hotels, restaurants and attractions.

Granville M. Semmes III

Photos Attached

Race + Religious

http://raceandreligious.com

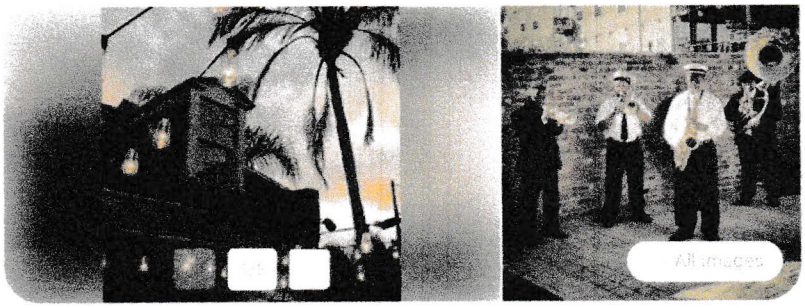
4.5/5 (19 reviews) · Venue & event space in New Orleans, LA

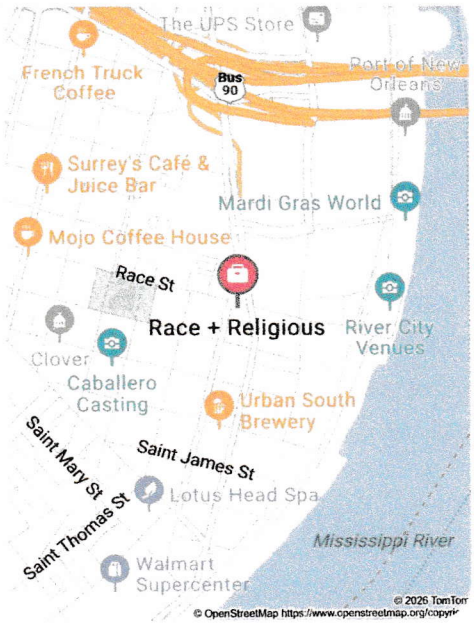
510 Race St, New Orleans, LA 70130 · 29 mi

Closed · Opens Mon 10 AM · More hours

(504) 523-0890

Website Directions





Ratings

4

(19

About

Race + F
located
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modern
features
lush gar

Copilot Search

Race & Religious is a historic and highly acclaimed wedding and event venue located in the Lower Garden District of New Orleans, offering a unique blend of historic charm and modern amenities.

Overview

Race & Religious is situated at **510 Race Street, New Orleans, LA 70130**, at the corner of Race and Religious Streets raceandreligious.com . The venue occupies a **three-building property** that includes a **Greek Revival rowhouse and traditional Creole cottages**, all meticulously restored and adorned with handpicked antiques and curated artwork herecomestheguide.com +1 . Originally constructed in the 1830s, the property was transformed into a premier event space by owners **Bille and Granville Semmes**, officially opening for weddings in 2010 The Knot +1 .

Venue Features

- **Indoor and Outdoor Spaces**: The venue offers whimsical indoor rooms, brick courtyards, a bougainvillea-lined courtyard, and a swimming pool area lit by gas lamps herecomestheguide.com +1 .
- **Capacity**: Accommodates up to **275 guests** for standing events and **90 seated** for ceremonies or receptions herecomestheguide.com +1 .
- **Amenities**: Includes **two commercial kitchens, five bathrooms, four bedrooms, multiple balconies**, and fully equipped spaces for catering and bar services herecomestheguide.com +1 .

cultural and religious heritage herecomestheguide.com .

- **Photogenic Spaces**: Every corner of the property is designed for photography, making it ideal for weddings, feature films, music videos, and commercial shoots messinascatering.com .

Services and Packages

- **Event Types**: Weddings, elopements, rehearsal dinners, corporate events, and private parties herecomestheguide.com +1 .
- **Packages**: Options include micro weddings, petite weddings, and full-day or multi-day rentals, with pricing starting around **$5,500 per event** The Knot +1 .
- **Planning Support**: The venue provides an experienced events team to assist with layout, vendor coordination, and day-of management celiaroseevents.com .

Visitor Experience

Guests and couples praise Race & Religious for its **unique aesthetic, cozy yet elegant atmosphere, and attentive staff**. The venue is celebrated for blending **historic authenticity with modern comfort**, offering a truly memorable New Orleans experience WeddingWire +1 . For more information or to schedule a tour, you can visit the official website at raceandreligious.com or contact them at **(504) 523-0890** raceandreligious.com .

Read less

raceandreligious.com
Race + Religious

herecomestheguide.com
Race + Religious Wedding Venue...

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People also search for

race **and religion** New Orleans

510 race **street** New Orleans

race **and** religious New Orleans **wedding**

race & **religion** New Orleans

race **and** religious **wedding**

race **street** New Orleans

Official Site

Race + Religious
https://www.raceandreligious.com

Race + Religious

Race + Religious is a distinct wedding venue in the Lower Garden

About

Race + Religious is a wedding venue like no other; with...

Deep dive into race +...

race **and religion** New Orleans
Gallery
510 Race Street New Orlea

510 race street New Orleans

Jun 29, 2023

What a magical setting for a wedding! Unusual and quirky, it is still a very cool spot for a traditional ceremony! Certainly a unique NOLA experience for out of towners! Very authentic!

Helpful **1** Thanks **0** Love this **0** Oh no **0**

Zoe F.
CA, CA
1015 420 102

Apr 22, 2021

WOW. JUST, WOW.

I don't really have the right words to describe how magical this venue is. As soon as you walk through the doors, you take a step back in time. The beautifully weathered buildings stand in front of you with delicately covered with foliage and original details. The inside of each building is equally as jaw dropping with era piece furniture and what seems to be original window treatments. Everything in this venue is perfect down to the hardware in the bathrooms.

The lay out is equally as fantastic, giving you nice separations between areas without making your event feel disconnected. The pool right in the middle, makes for the most fantastic pictures. Honestly, if you are thinking about having your wedding here and don't, you are a fool. There is NOTHING about this venue that isn't divine. I could only be so lucky to be able to attend another event here.

Helpful **5** Thanks **0** Love this **5** Oh no **0**

Steve I. Elite 26
New Orleans, LA
1111 678 7648

Nov 15, 2014

10 photos **ROTD Mar 31, 2015**

In my opinion this is the #1 place in NOLA for weddings!!

This place is just unique. No other city has the architecture that NOLA has and Race & Religious fits right in with the city. It was built in the 1800's and is the perfect place to wow your guests at your special event. Guests from other states come here and are amazed. They all comment how they have never been to a wedding venue like this. I don't even have to write anymore. Just look at the

All
510

All

510

All

All
Tiffany Manne
Tyler Robertson

Helena Moreno
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE
DIRECTOR

Thursday, June 4, 2026

Granville Semmes Construction Co., LLC
38233 Coast Boulevard Suite 404
Slidell, LA 70458

Re: 510 Race St
Reference Code: 7BFZCN

Dear Granville Semmes Construction Co., LLC:

This letter confirms the actions of the New Orleans Historic District Landmarks Commission at its meeting of Wednesday, June 3, 2026, concerning your application for the following work: Retention of deteriorated items at a Landmark, commercial building, work done without a Certificate of Appropriateness.

At that time the Commission voted to:
Deny the retention of the deteriorated masonry and stucco.

If you wish to appeal the Commission's decision to the City Council, you must submit a written request for appeal to both the HDLC and the Clerk of Council at clerkofcouncil@nola.gov. Alternatively, written requests may be delivered to the Clerk of Council, City Hall, Room 1E09, New Orleans, LA 70112. **All requests must be submitted within ten (10) calendar days of the Commission meeting.** Please be sure to include a copy of this letter with your request. Should you have any questions concerning this matter, feel free to contact me at (504) 658-7055 or wcargile@nola.gov.

Sincerely,
WLC

Wendy Cargile
Chief Plan Reviewer

Approved__BB__ Bryan Block, Executive Director

510 Race LLC
38233 Coast Blvd Suite 404
Slidell, LA 70458

_____

Friday, June 12, 2026

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 510 Race Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the New Orleans Historic District Landmarks Commission's denial of the retention of deteriorated masonry and stucco at a Landmark, commercial building.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Yvette Jett
Principal Architectural Historian

Permit Number: 26-13771-HDLC

Owner: 510 Race LLC

Applicant: Granville Semmes Construction Co., LLC

Description: Applicant is requesting retention of deteriorated masonry and stucco

HDLC Decision: The Commission voted to deny the request for retention of the deteriorated masonry and stucco.

Staff Recommendation: Staff respectfully request that the City Council uphold the decision of the Historic District Landmarks Commission to deny the request for retention of the deteriorated masonry and stucco.

The historic or architectural significance of the building or structure as designated by its "rating": Significant. The 2-1/2 story Greek Revival townhouse was constructed in ca. 1847 and was part of a larger townhouse complex that was along Race St and Tchoupitoulas. This building was designated as a landmark in 2000.

Retention Items:

- **Masonry & Stucco**

Deteriorated Masonry and Stucco:

The applicant is requesting the retention of the current condition of the masonry and stucco citing the want to keep the "historic" look of the deterioration. However, the HDLC Guidelines do not allow for maintaining the appearance of delaminated stucco. Further, the brick at this building is soft "lake" brick and is showing signs of delamination, powdering, and missing mortar joints While staff appreciates the aesthetic concern of the applicant, the main interest of the HDLC in this matter is the level of deterioration of the masonry. **Unfortunately, this look of deterioration has long been romantically associated with a quaint New Orleans mystique that is understandably appealing to many. However, in reality, it is the result of moisture intrusion and indicates masonry deterioration. If left unaddressed, this can lead to failure of the material which is why this is referred to as "demolition by neglect", as can be indicated in several recent partial building collapses**. Best practice, would be to repoint all of the failing and missing mortar joints and have a new coat of an HDLC approved stucco applied to all elevations. However, we cannot require that the exposed masonry on the right and rear elevations that do not have a history of being encapsulated with stucco have a new coat of stucco, though Staff would recommend it. Staff

recommends denial of the retention to maintain the current level of deterioration of the masonry and stucco and recommends that at least the mortar is repointed and the delaminated stucco repaired.

HDLC Guidelines:

- Section 7, Pages 9-12 of the *Guidelines for Masonry and Stucco*

STUCCO

Stucco is a relatively inexpensive material that can provide a more finished appearance to brick, stone or wood framed buildings. In some cases, the surface was scored to look like stone. It acts as a weather repellent coating, protecting the building from the elements including rain, snow, sunlight and wind, and can moderately increase its fire resistance. Stucco can also provide an insulating layer to a wall, reducing the passage of air, as well as improve a building's fire resistance.

In New Orleans, stucco was traditionally applied at the time of construction over "lake brick" as a protective coating. Beginning in the 20th century, it was also applied on wood framed buildings in revival styles of architecture. It was also applied on some buildings and structures, years after the original construction, as a remodeling material to vary the original appearance or to conceal deterioration.

EXTERIOR MASONRY AND STUCCO CHECKLIST

Almost all buildings include some masonry, in some cases as a wall material, but typically as a foundation, pier or chimney. Since masonry is often used as part of the structural system for older buildings, it is critical that it is maintained to prevent serious problems. For the best results, it is recommended that all masonry and stucco repair and cleaning be conducted when the temperature is consistently between 40 and 90 degrees Fahrenheit to minimize potential spalling and problems associated with colder temperatures and shrinkage with warmer temperatures.

If there are questions regarding whether the severity of deterioration warrants replacement of an element, consultation with a professional is recommended. It is usually less costly to fix a small problem than to delay action resulting in more extensive deterioration and repair needs. For further information, please refer to the *Guidelines for Masonry and Stucco*.

Several different color stucco patches are visible suggesting various repair efforts. Repair with lime based stucco, colored and scored to match the historic finish, to protect the soft underlying bricks.

THE HDLC DOES NOT PERMIT:

- Widening or extending the existing mortar joints or overlapping the new mortar over the masonry surface
- Removal or covering of historic masonry surfaces or details
- Removal of historic stucco from masonry surfaces or from "brick between post" construction exposing the soft, underlying brick to the elements
- Creating or maintaining the appearance of delaminated stucco, exposing brick behind
- Installing stucco over brick, stone or wood framed buildings that were not intended to be stuccoed unless covering previously damaged masonry
- Installing modern brick for patching historic masonry, even if they are "antiqued", since they are generally much harder and do not match the historic masonry
- Exposing painted or unpainted concrete masonry units
- Using pre-mixed mortar or stucco that contains a high percentage of Portland cement
- Using pre-mixed mortar that does not match the appearance of the historic mortar

Stucco removed near roof – *Stucco was often used as a less expensive means of achieving the prominence and grandeur of masonry. In this example, the stucco was scored to resemble stones and molded to form the details of the window surrounds and cornice. The failure of the stucco has exposed the soft, underlying brick to the elements.*

Recommendation – *Verify whether there is a roof drainage issue that caused the stucco to fail. Apply compatible stucco to match historic profiles and finish and lime based masonry paint for a uniform appearance.*

BRICKS

Brick is by far the most common masonry material in New Orleans and can be found at some of the City's earliest buildings as well as those constructed today. Bricks are made by inserting clay into a mold and then firing or baking the brick at very high heat. The result is a standardized unit, generally 8" by 4" by 2-1/4" in size.

- Lake bricks, also known as mud bricks, tend to be very soft and can be found on buildings and structures built during the 19th century. They were made by pressing wet clay into a wood or metal mold, historically by hand; the shaped clay was dried and then fired. In the process, small air pockets and impurities were trapped in the clay, and the bricks were often slightly irregularly shaped with holes or voids and rounded edges and corners. Because lake bricks are very soft, they were often covered with stucco to protect them from the weather.

- Dry pressed bricks are similar to lake bricks except the clay used is drier, is pressed into the molds with greater force and fired longer. The result is a harder brick with sharper corners and edges. Dry pressed bricks gained in popularity in the second half of the 19th century.

20th Century Brick *–A hard, dense, fired-clay, regularly shaped building component; sometimes with a glazed surface; used primarily in walls, piers, foundations and exterior pavers.*

19th Century Brick *–A soft, fired-clay, fairly regularly shaped building component; often with color and surface variations; used primarily in walls, piers, foundations and exterior pavers.*

3

Case History:

- **26-02760-VIONO - Current HDLC violation for Work without Permits**
- **26-02447-DBNNO - Current HDLC violation for Demolitio by Neglect**
- **16-12756-VIONO - 2016 HDLC violation for Work without Permits**
- **2012-DbyN - 2012 HDLC violation for Demolition by Neglect for deteriorated stucco**

Commission Action

At the June 3, 2025 hearing, the Commission voted to deny the request for retention of the deteriorated masonry and stucco. The motion was made by Commissioner Ross Karson. His motion was seconded by Commissioner Tim Lupin. The motion passed unanimously.

The full Staff Report may be found here: https://sites.google.com/view/no-cmm-060326/new-retention-applications/1510-religious-st

A link to the meeting video may be found here:
https://www.youtube.com/live/zmRlVDg68bs?si=nIeuTC5FfmkK-Gle

MOTION

NO. M-26-290

CITY HALL: July 23, 2026

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that **Granville Semmes Construction Co., LLC's** appeal of the Historic District Landmarks Commission's decision, denying the retention of deteriorated masonry and stucco at a Landmark, commercial building located at **510 Race Street**, is **denied** and the decision of the Commission is hereby **affirmed**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council shall forward copies of this motion to all affected departments, including the Historic District Landmarks Commission and the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

Granville M. Semmes III
Owner/Manager of Granville Semmes Construction Co., LLC;
1510 Religious, LLC; 510 Race LLC; Race and Religious, LLC
38233 Coast Blvd., Suite 404
Slidell, LA 70458
Gsemmes3@aol.com or gsccllc2017@gmail.com

Friday, June 5, 2026

City Council of New Orleans
Clerk of Council
clerkofcouncil@nola.gov

City of New Orleans
CBD Historic District Landmarks Commission
Wendy Cargile, Chief Plan Reviewer
wcargile@nola.gov

Re: 1510 Religious St
Reference code: K7B501

Dear Members of City Council and Ms. Cargile:

Please accept this letter as my request to appeal the decision of the HDLC at its meeting Wednesday, June 3, 2026, regarding the denial of retention of the deteriorated masonry and stucco, deteriorated entry gates and inappropriate uplighting fixtures.

The historic home at 1510 Religious Street serves as an integral part of a Wedding & Events venue named Race and Religious. It has been successful for many years providing brides, grooms and their families and guests with the warmth and charm of an 1800's vintage New Orleans setting. Online reviews point to their satisfaction and appreciation of its ability to take them back into time. An important detail of that charm is the "patina" of the delaminated stucco, exposed bricks, flaws in the old iron entry gates, etc. Some reviews cite these very features and I feel that charm would seriously be hindered by modernizing or making it appear new. Instead, it resembles many of the classic and historic structures scattered throughout New Orleans. Additionally, the uplighting provides the façade with a curious, warm glow that invites its guests to be drawn into the depth of character the property possesses.

I sincerely hope you will reconsider and re-evaluate the value of the most notable features of the property. Race and Religious attracts patrons and visitors from all over the world – bringing in additional revenues to nearby hotels, restaurants and attractions.

Granville M. Semmes III

Photos Attached

All

Helena Moreno
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE
DIRECTOR

Thursday, June 4, 2026

Granville Semmes Construction Co., LLC
38233 Coast Boulevard Suite 404
Slidell, LA 70458

Re: 1510 Religious St
Reference Code: K7B501

Dear Granville Semmes Construction Co., LLC:

This letter confirms the actions of the New Orleans Historic District Landmarks Commission at its meeting of Wednesday, June 3, 2026, concerning your application for the following work: Retention of multiple deteriorated items and MEP systems at a Landmark, commercial building, work done without a Certificate of Appropriateness.

At that time the Commission voted to:
Deny the request for retention of the deteriorated masonry and stucco, deteriorated entry gates, and inappropriate uplighting fixtures.
Defer the installation of the mini-split to the next Commission hearing.

If you wish to appeal the Commission's decision to the City Council, you must submit a written request for appeal to both the HDLC and the Clerk of Council at clerkofcouncil@nola.gov. Alternatively, written requests may be delivered to the Clerk of Council, City Hall, Room 1E09, New Orleans, LA 70112. **All requests must be submitted within ten (10) calendar days of the Commission meeting.** Please be sure to include a copy of this letter with your request. Should you have any questions concerning this matter, feel free to contact me at (504) 658-7055 or wcargile@nola.gov.

Sincerely,
WLC

Wendy Cargile
Chief Plan Reviewer

Approved__BB__ Bryan Block, Executive Director

1510 Religious LLC
38233 Coast Blvd Suite 404
Slidell, LA 70458

_____

Friday, June 12, 2026

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 1510 Religious Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the New Orleans Historic District Landmarks Commission's denial of the retention of multiple deteriorated items and deferral of the installation of MEP systems at a Landmark, commercial building, work done without a Certificate of Appropriateness.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Yvette Jett
Principal Architectural Historian

Permit Number: 26-08766-HDLC

Owner: 1510 Religious LLC

Applicant: Granville Semmes Construction Co., LLC

Description: Applicant is requesting retention of multiple deteriorated items and MEP systems at a Landmark, commercial building, work done without a Certificate of Appropriateness.

HDLC Decision: The Commission voted to deny the request for retention of the deteriorated masonry and stucco, deteriorated entry gates, and inappropriate uplighting fixtures and to defer the installation of the mini-split to the next Commission hearing.

Staff Recommendation: Staff respectfully request that the City Council uphold the decision of the Historic District Landmarks Commission to deny the request for retention of the deteriorated masonry and stucco, deteriorated entry gates, and inappropriate uplighting fixtures and to defer the installation of the mini-split to the next Commission hearing.

The historic or architectural significance of the building or structure as designated by its "rating": Significant. This Creole cottage was constructed ca. 1843 and is the last remaining cottage of 3 sister houses. It is also one of the few remaining historic residences of the Cotton Press District. The building was designated as a landmark in 1999.

Retention Items:

- **Masonry & Stucco**
- **Entry Gates**
- **Uplighting**
- **Mini-Split**

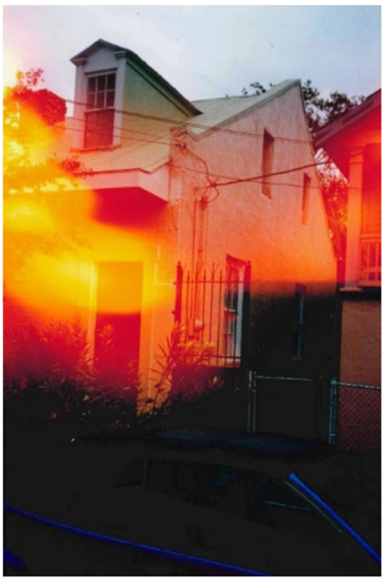
Deteriorated Masonry and Stucco:

The applicant is requesting the retention of the current condition of the masonry and stucco citing the want to keep the "historic" look of the deterioration. However, the HDLC Guidelines do not allow for maintaining the appearance of delaminated stucco. Further, the brick at this building is soft "lake" brick and shows signs of delamination and missing mortar joints. While staff appreciates the aesthetic concern of the applicant, the main interest of the HDLC in this matter is the level of deterioration of the masonry. **Unfortunately, this look of deterioration has long been romantically associated with a quaint New Orleans mystique that is understandably appealing to many. However, in reality, it is the result of moisture intrusion and indicates masonry deterioration. If left unaddressed, this can lead to failure of the material which is why this is referred to as "demolition by neglect", as can be indicated in several recent partial building collapses.** Best practice, would be to repoint all of the

failing and missing mortar joints and have a new coat of an HDLC approved stucco applied to all elevations. Further, photos from the 1990s into the early 2000s show the building completely encapsulated with stucco. Staff recommends denial of the retention to maintain the current level of deterioration of the masonry and stucco and recommends that theC mortar be repointed and the delaminated stucco repaired.

2026

Landmark Nomination Photos - 1999:



Deteriorated Entry Gates

Similar to the masonry, the applicant is requesting retention of the deteriorated metal entry gates at the left and right side of the cottage. The gates are iron and are not only showing a patina but quite a bit of rust. For the longevity and preservation of the gates, staff would recommend sanding and repainting before the deterioration warrants replacement. Staff recommends denial of the retention of the deteriorated entry gates.

Fluorescent Tube Uplighting

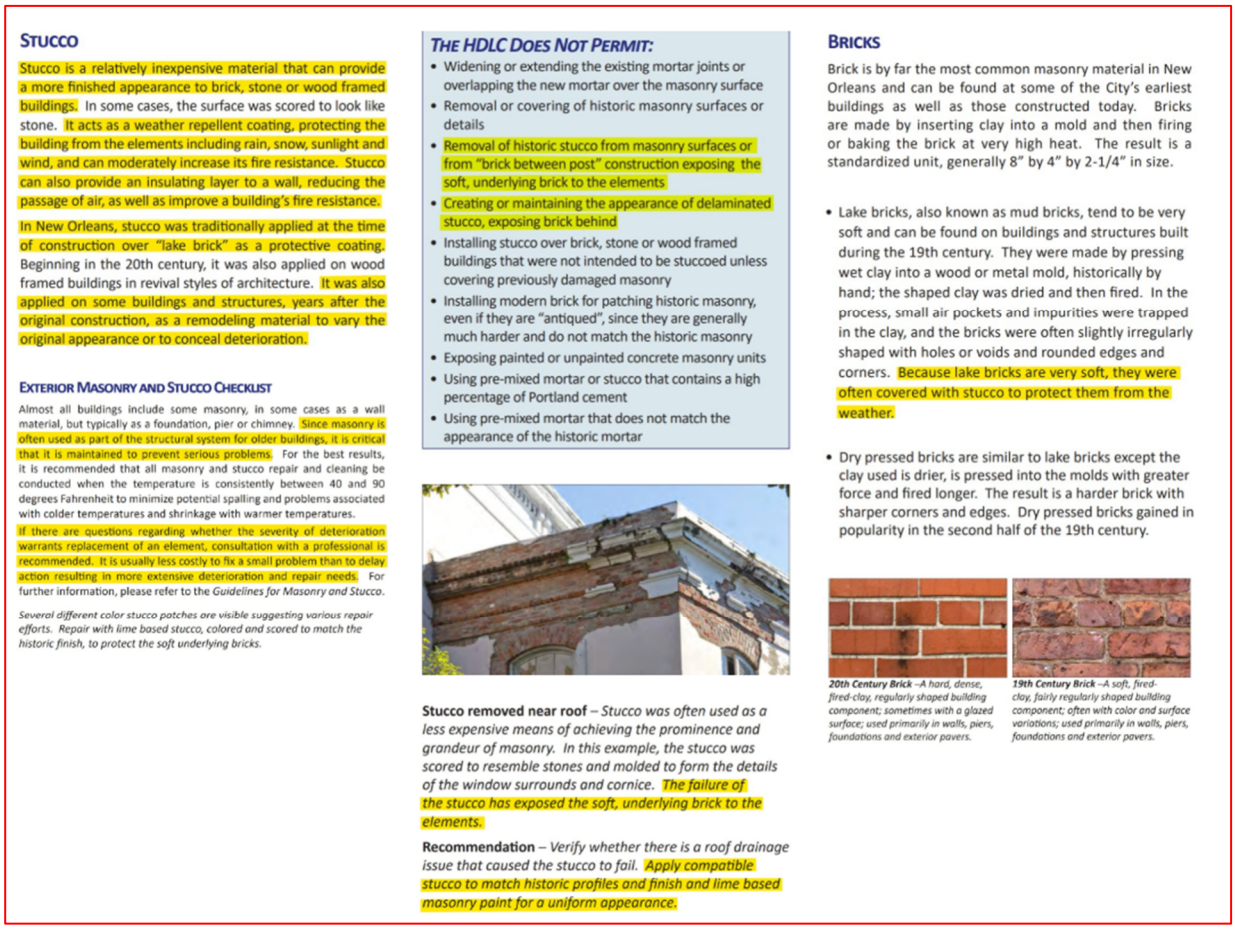
At the ground-level on the left elevation, fluorescent tube uplighting has been installed. These light fixtures do not meet the Guidelines for security lights and are large and intrusive. Further, the Guidelines do not approve fluorescent tube lighting that is visible from the public-right-of-way. Staff recommends denial of the installation of the tube lights and recommends HDLC approved security lights or landscape lighting that is not attached to the building.

Mini-Split

A new visually prominent mini-split has been installed at the right elevation less than 10'-0" from the front wall with highly visible conduit. The Guidelines require any new visible mechanical units, including mini-splits, on a Landmark to be reviewed by the Commission. As the mini-split and conduit is highly visible and does not meet the Guidelines, Staff recommends denial of the current location.

HDLC Guidelines:

- Section 7, Pages 9-12 of the *Guidelines for Masonry and Stucco*
- Section 4, Pages 5-13 of the *Guidelines for Exterior Maintenance*
- Section 9, Page 9 of the *Guidelines for Porches, Galleries and Balconies*
- Section 10, Pages 8-9 of the *Guidelines for Site Elements*



STUCCO

Stucco is a relatively inexpensive material that can provide a more finished appearance to brick, stone or wood framed buildings. In some cases, the surface was scored to look like stone. It acts as a weather repellent coating, protecting the building from the elements including rain, snow, sunlight and wind, and can moderately increase its fire resistance. Stucco can also provide an insulating layer to a wall, reducing the passage of air, as well as improve a building's fire resistance.

In New Orleans, stucco was traditionally applied at the time of construction over "lake brick" as a protective coating. Beginning in the 20th century, it was also applied on wood framed buildings in revival styles of architecture. It was also applied on some buildings and structures, years after the original construction, as a remodeling material to vary the original appearance or to conceal deterioration.

EXTERIOR MASONRY AND STUCCO CHECKLIST

Almost all buildings include some masonry, in some cases as a wall material, but typically as a foundation, pier or chimney. Since masonry is often used as part of the structural system for older buildings, it is critical that it is maintained to prevent serious problems. For the best results, it is recommended that all masonry and stucco repair and cleaning be conducted when the temperature is consistently between 40 and 90 degrees Fahrenheit to minimize potential spalling and problems associated with colder temperatures and shrinkage with warmer temperatures.

If there are questions regarding whether the severity of deterioration warrants replacement of an element, consultation with a professional is recommended. It is usually less costly to fix a small problem than to delay action resulting in more extensive deterioration and repair needs. For further information, please refer to the *Guidelines for Masonry and Stucco*.

Several different color stucco patches are visible suggesting various repair efforts. Repair with lime based stucco, colored and scored to match the historic finish, to protect the soft underlying bricks.

THE HDLC DOES NOT PERMIT:

- Widening or extending the existing mortar joints or overlapping the new mortar over the masonry surface
- Removal or covering of historic masonry surfaces or details
- Removal of historic stucco from masonry surfaces or from "brick between post" construction exposing the soft, underlying brick to the elements
- Creating or maintaining the appearance of delaminated stucco, exposing brick behind
- Installing stucco over brick, stone or wood framed buildings that were not intended to be stuccoed unless covering previously damaged masonry
- Installing modern brick for patching historic masonry, even if they are "antiqued", since they are generally much harder and do not match the historic masonry
- Exposing painted or unpainted concrete masonry units
- Using pre-mixed mortar or stucco that contains a high percentage of Portland cement
- Using pre-mixed mortar that does not match the appearance of the historic mortar

Stucco removed near roof – *Stucco was often used as a less expensive means of achieving the prominence and grandeur of masonry. In this example, the stucco was scored to resemble stones and molded to form the details of the window surrounds and cornice. The failure of the stucco has exposed the soft, underlying brick to the elements.*

Recommendation – *Verify whether there is a roof drainage issue that caused the stucco to fail. Apply compatible stucco to match historic profiles and finish and lime based masonry paint for a uniform appearance.*

BRICKS

Brick is by far the most common masonry material in New Orleans and can be found at some of the City's earliest buildings as well as those constructed today. Bricks are made by inserting clay into a mold and then firing or baking the brick at very high heat. The result is a standardized unit, generally 8" by 4" by 2-1/4" in size.

- Lake bricks, also known as mud bricks, tend to be very soft and can be found on buildings and structures built during the 19th century. They were made by pressing wet clay into a wood or metal mold, historically by hand; the shaped clay was dried and then fired. In the process, small air pockets and impurities were trapped in the clay, and the bricks were often slightly irregularly shaped with holes or voids and rounded edges and corners. Because lake bricks are very soft, they were often covered with stucco to protect them from the weather.

- Dry pressed bricks are similar to lake bricks except the clay used is drier, is pressed into the molds with greater force and fired longer. The result is a harder brick with sharper corners and edges. Dry pressed bricks gained in popularity in the second half of the 19th century.

***20th Century Brick** –A hard, dense, fired-clay, regularly shaped building component; sometimes with a glazed surface; used primarily in walls, piers, foundations and exterior pavers.*

***19th Century Brick** –A soft, fired-clay, fairly regularly shaped building component; often with color and surface variations; used primarily in walls, piers, foundations and exterior pavers.*

Case History:

- **26-02430-DBNNO -** Current HDLC violation for Demolition by Neglect.
- **26-02432-VIONO -** Current HDLC violation for Work without Permits

Commission Action

At the June 3, 2025 hearing, the Commission voted to deny the request for retention of the deteriorated masonry and stucco, deteriorated entry gates, and inappropriate uplighting fixtures and to defer the installation of the mini-split to the next Commission hearing. The motion was made by Commissioner Ross Karson. His motion was seconded by Commissioner Tim Lupin. The motion passed unanimously.

The full Staff Report may be found here: https://sites.google.com/view/no-cmm-060326/new-retention-applications/1510-religious-st

A link to the meeting video may be found here:
https://www.youtube.com/live/zmRlVDg68bs?si=nIeuTC5FfmkK-Gle

MOTION

NO. M-26-292

CITY HALL: July 23, 2026

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that **Granville Semmes Construction Co., LLC's** appeal of the Historic District Landmarks Commission's decision, denying the retention of deteriorated masonry and stucco, deteriorated entry gates, and inappropriate uplighting fixtures, and deferring the request to retain installation of a mini-split, at a Landmark, commercial building located at **1510 Religious Street**, is **denied** and the decision of the Commission is hereby **affirmed**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council shall forward copies of this motion to all affected departments, including the Historic District Landmarks Commission and the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission
Staff Report
Tuesday, May 26, 2026

Zoning Docket 042-26
Prepared by: Julia Nickle
Date: May 27, 2026
Deadline for CPC action: June 25, 2026
CC Deadline: 60 Days from Receipt
City Council District: All

Applicant: City Council Motion No. M-26-93

Request: This is a request by City Council Motion No. M-26-93 to amend the definition of "dwelling, small multi-family affordable" in **Article 26, Section 26.6** to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing and by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors, and consider related additional amendments to set reasonable requirements for this use, including but not limited to amendments to the use standards contained in **Article 20, Section 20.3.SSS** and the use tables throughout the CZO.

Property Description: The proposed text amendment would apply citywide.

Description

Zoning Docket 042/26 is a request by City Council Motion No. M-26-93 to amend the definition of "dwelling, small multi-family affordable" in **Article 26, Section 26.6** to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing and by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors, and consider related additional amendments to set reasonable requirements for this use, including but not limited to Amendments to the use standards contained in **Article 20, Section 20.3.SSS** and the use tables throughout the CZO.

The Motion requests that affordable, for-sale housing by nonprofits and community land trusts in the form of long-term ground leases are contemplated and permitted in Small Multi-Family Affordable (SMFA) dwellings. This would effectively allow the community land trust model to legally and efficiently operate in the City of New Orleans.

The current model is premised on a small multi-family dwelling (consisting of less than five units) having at least one rental unit that is affordable for households earning no more than 80% of the area median income (AMI). SMFA does not contemplate the affordable housing unit being for-sale units. Motion No. M-26-93 would permit the affordable unit to be a for-sale unit but only in the circumstance the SMFA is a community land-trust operated by a non-profit.

Reason for Commission Review

The City Planning Commission is required to make a recommendation on all amendments to the text of the Comprehensive Zoning Ordinance prior to City Council action, in accordance with **Article 4, Section 4.2.D.3,** *Action by City Planning Commission* of the Comprehensive Zoning Ordinance.

Analysis

Reason for text amendment

This text amendment follows the Motion M-25-534 and subsequent Zoning Docket 062/25, in which Council directed staff to codify the eligibility of for-sale affordable developments as part of small multi-family affordable (SMFA) developments by setting affordability requirements for these dwellings and allowing SMFA developments to be occupied by multiple owners on one lot of record, as well as amending the definition for "Dwelling, Small Multi-Family Affordable" in Article 26.6 if necessary to ensure consistency. The new Motion, M-26-93, clarifies the intentions of these recommendations, specifying that for-sale housing remains permanently affordable via the community land trust model of ground leases. This effectively codifies the standards and mechanisms of community land trusts in the City of New Orleans, providing for a homeownership-oriented, long-term affordable housing typology.

Existing Regulations and Changes Proposed by Applicant

Existing regulations

Currently, the CZO does not contemplate affordable home ownership mechanisms within the Small Multi-Family Affordable Dwelling use category, nor does it contemplate the community land trust model in definitions, use standards, or as a defined land use. Rather, the SMFA program is limited to rental units; the program verbiage for for-sale units is excluded by omission.

The proposed text amendment is to amend both **Article 20, Section 20.3.SSS,** and **Article 26, Section 26.6**. The existing language is as follows:

Article 20 – Dwelling, Small Multi-Family Affordable

1. Small Multi-Family affordable developments shall contain no more than four dwelling units. At least one unit shall be rented to households earning no more than eighty percent (80%) of the Area Median Income (AMI) according to the Department of Housing and Urban Development's annual AMI guidelines.
   a. The affordable rental unit shall be priced to be affordable to households with incomes equal to or below seventy percent (70%) of AMI.
2. The affordable housing unit shall be maintained for a minimum term of fifteen (15) years.
3. The affordable unit shall not be less than 500 square feet in gross floor area.
4. The affordable unit shall be comparable to the market-rate dwelling unit in terms of floor area and exterior finishes. Interior finishes or appliances may be different as long

as functionality and longevity are retained.

5. All Small Multi-Family Affordable developments shall utilize the bulk and yard regulations for two-family structures unless explicitly stated otherwise in the lot size bulk and yard regulations for the respective zoning districts. Small Multi-Family Affordable developments are not subject to the minimum lot area per dwelling unit requirements of the underlying zoning district.
6. Small multi-family affordable developments must have a covenant or deed restriction to ensure the affordable housing unit remains affordable for the 15-year period. This covenant or deed restriction must be disclosed to prospective buyers. The deed restriction shall be recorded in the Office of Conveyances and a copy of the recorded document needs to be submitted to the Department of Safety and Permits, Inclusionary Zoning (IZ) office prior to the issuance of a Certificate of Occupancy.
7. The affordable housing unit in a small multi-family affordable structure shall not be used as a short-term rental. The affordable housing unit in a small multi-family affordable structure also shall not be used as the owner's residence.
8. No more than one (1) unit of the total units in a development shall be permitted as a short-term rental. Any use of that one (1) unit of the small multi-family affordable development as a short-term rental shall be subject to all short-term rental requirements of the CZO and City Code. No new short-term rental permissions are associated with the use of small multi-family affordable development.
9. Small Multi-Family Affordable Developments may be comprised of one or more principal structures in accordance with Article 21.4.A. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable rental unit.

Article 26.6 - Dwelling, Small Multi-Family Affordable

An Affordable Housing Development comprised of one or more structures designed for occupancy of no more than four (4) dwelling units in accordance with Section 20.3.SSS and where one affordable housing unit is included. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable rental unit.

Regulations proposed by the Council motion

The Council motion proposes amendments to the definition of “dwelling, small multi-family affordable” in Article 26, Section 26.6 of the CZO to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing by not-for-profit community land trusts, and to consider additional requirements for this use, including but not limited to Article 20, Section 20.3.SSS and use tables. Suggested language for the SMFA program and definition are provided below. The proposed text additions are indicated by **<u>underlined and bolded</u>** text.

1. Small Multi-Family affordable developments shall contain no more than four dwelling units. At least one unit shall be**:**~~:rented to households earning no more than eighty percent (80%) of the Area Median Income (AMI) according to the Department and Urban Development's annual AMI guidelines.~~

a. ~~The affordable rental unit shall be priced to be affordable to households with incomes equal to or below seventy percent (70%) of AMI.~~ **R**ented to households earning no more than eighty percent (80%) of the Area Median Income (AMI) as determined annually by the Department of Housing and Urban Development's.

i. The affordable rental unit shall be priced to be affordable to households with incomes equal to or below seventy percent (70%) of AMI,

OR,

b. Sold to households earning no more than 120% AMI by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors.

2. The affordable **rental** housing unit**(s)** shall be maintained for a minimum term of fifteen (15) years. **The affordable for-sale unit shall be maintained for a period of ninety-nine (99) years.**
3. The affordable unit**(s)** shall not be less than 500 square feet in gross floor area.
4. The affordable unit**(s)** shall be comparable to ~~the~~ market-rate dwelling unit**s** in terms of floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
5. All Small Multi-Family Affordable developments shall utilize the bulk and yard regulations for two-family structures unless explicitly stated otherwise in the lot size bulk and yard regulations for the respective zoning districts. Small Multi-Family Affordable developments are not subject to the minimum lot area per dwelling unit requirements of the underlying zoning district.
6. Small ~~m~~**M**ulti-~~f~~**F**amily ~~a~~**A**ffordable ~~d~~**D**evelopments must have a covenant or deed restriction to ensure the affordable housing unit remains affordable for the 15-year period **for the rental unit(s) or ninety-nine (99) years for the for-sale unit(s). In the case of for-sale units, all co-owners of the dwelling shall sign a recorded deed restriction.** This covenant or deed restriction must be disclosed to prospective buyers. The deed restriction shall be recorded in the Office of Conveyances and a copy of the recorded document needs to be submitted to the Department of Safety and Permits, Inclusionary Zoning (IZ) office prior to the issuance of a Certificate of Occupancy.
7. The affordable housing unit**(s)** in a small multi-family affordable structure shall not be used as a short-term rental. The **rental** affordable housing unit**(s)** in a small multi-family affordable structure also shall not be used as the owner's residence.
8. No more than one (1) unit of the total units in a development shall be permitted as a short-term rental. Any use of that one (1) unit of the small multi-family affordable development as a short-term rental shall be subject to all short-term rental requirements of the CZO and City Code. No new short-term rental permissions are associated with the use of small multi-family affordable development.
9. Small Multi-Family Affordable Developments may be comprised of one or more principal structures in accordance with Article 21.4.A. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal

structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable ~~rental~~ unit**(s)**.

Article 26.6 - Dwelling, Small Multi-Family Affordable

An Affordable Housing Development comprised of one or more structures designed for occupancy of no more than four (4) dwelling units in accordance with Section 20.3.SSS and **where either at least** one affordable housing unit is included **for rent, or sold to moderate- to low-income households by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors**. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable ~~rental~~ unit**(s).**

Article 26.6 – Community Land Trust

A Community Land Trust (CLT) is a private nonprofit community development organization whose function is to acquire parcels of land, held for a standard period of ninety-nine (99) years, primarily for conveyance under long-term ground leases, in accordance with the Housing Act of 1949.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on any zoning text amendment are matters of legislative discretion. In making their recommendation and decision, the City Planning Commission and the City Council are required to consider the standards in **Table 4-1: Standards for Zoning Amendments** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed amendment is compatible with the Master Plan and Future Land Use Map.

This standard is met. The Master Plan emphasizes the promotion and preservation of affordable housing, though it is limited insofar as contemplating the execution of said goals, in specific regard to homeownership. The proposed text amendments create a more robust framework in which affordable housing developers can operate, consistent with the Master Plan goals of both bolstering new and supporting existing affordable housing supply.

The proposed amendment is compatible with the place designations of this Ordinance.

This standard is met. The proposed amendments would not alter any of the affected place designations.

The proposed amendment promotes the public health, safety and welfare of the City.

This standard is met. The proposed amendment is intended to clarify regulations for the sale of Small Multi-Family Affordable (SMFA) developments within the City, which in turn will both promote and

preserve affordable housing supply, and specifically affordable homeownership opportunities, which are inherently tied to public welfare.

The proposed amendment is compatible with the intent and general regulations of this Ordinance.

This standard is met. The Comprehensive Zoning Ordinance (CZO) is intended to implement the policy goals and recommendations of the Master Plan. Clarifying the requirements of for-sale SMFA developments and further defining community land trusts will largely provide more clarification and legibility to the CZO. The additional suggested grammatical edits in both use standards and the definition of "Dwelling, Small Multi-Family Affordable" ensure consistency throughout the CZO.

The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.

This standard is met as this amendment adds clarifications in the CZO regulations by explicitly contemplating the standards of for-sale SMFA developments, requiring any owners of a SMFA to sign a deed restriction. The vision and goals of the Master Plan are generally intended to promote long-term affordability for the inhabitants of New Orleans. The amendment helps to achieve those goals.

The proposed amendment benefits the citizens of the City as a whole.

This standard is met. This series of amendments will benefit the City as a whole by allowing for more SMFA models and mechanisms, thus increasing sustainable, long-term affordable housing opportunities broadly.

The proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Master Plan.

This standard is met. The proposed text amendment achieves the intent and purposes of the Comprehensive Zoning Ordinance and the Master Plan.

The proposed amendment does not create a significant number of nonconformities.

This standard is met. The proposed text amendments would not create nonconformities, as the recommendations made by staff are modified so that they are not reiterative or contradictory to existing regulations.

Preliminary Staff Recommendation (April 28, 2026)

Staff recommended deferral of Zoning Docket 042/26 to the May 26, 2026 meeting. This will allow adequate time for staff to properly research and discuss changes made to the previous motion City Council Motion No. M-25-534, done under Zoning Docket 062/25 prior to making recommendations under the current motion.

City Planning Commission (April 28, 2026)

The request was heard at the CPC meeting on April 28, 2026. Staff summarized the application and presented the recommendation of 30-day deferral to allow more time to consider this request provided the changes made to the previous motion concerning Small Multi-Family Affordable (SMFA) developments. No comment cards were provided, and no further discussion was had. Commissioner Jackson made a motion to accept staff's recommendation of deferral. The motion was seconded by Commissioner Jordan, and the motion passed.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 042/26 IS HEREBY DEFERRED TO THE MAY 26, 2026, CITY PLANNING COMMISSION MEETING.

YEAS: Hebert, Jackson, Jordan, Joshi-Gupta, Poche, Steeg, Witry

NAYS: None

ABSENT: None

Staff Recommendation

Staff recommend **APPROVAL** of Zoning Docket 042/26. The proposed text additions are indicated by bold, underlined text below.

Article 20 – Dwelling, Small Multi-Family Affordable

1. Small Multi-Family affordable developments shall contain no more than four dwelling units. At least one unit shall be**:**~~rented to households earning no more than eighty percent (80%) of the Area Median Income (AMI) according to the Department and Urban Development's annual AMI guidelines.~~

a. ~~The affordable rental unit shall be priced to be affordable to households with incomes equal to or below seventy percent (70%) of AMI.~~ **R**ented to households earning no more than eighty percent (80%) of the Area Median Income (AMI) as determined annually by the Department of Housing and Urban Development's.

i. The affordable rental unit shall be priced to be affordable to households with incomes equal to or below seventy percent (70%) of AMI,

OR,

b. Sold to households earning no more than 120% AMI by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors.

2. The affordable **rental** housing unit**(s)** shall be maintained for a minimum term of fifteen (15) years. **The affordable for-sale unit shall be maintained for a period of ninety-nine (99) years.**
3. The affordable unit**(s)** shall not be less than 500 square feet in gross floor area.
4. The affordable unit**(s)** shall be comparable to ~~the~~ market-rate dwelling unit**s** in terms of floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
5. All Small Multi-Family Affordable developments shall utilize the bulk and yard

regulations for two-family structures unless explicitly stated otherwise in the lot size bulk and yard regulations for the respective zoning districts. Small Multi-Family Affordable developments are not subject to the minimum lot area per dwelling unit requirements of the underlying zoning district.

6. Small ~~m~~**M**ulti-~~f~~**F**amily ~~a~~**A**ffordable ~~d~~**D**evelopments must have a covenant or deed restriction to ensure the affordable housing unit remains affordable for the 15-year period **for the rental unit(s) or ninety-nine (99) years for the for-sale unit(s). In the case of for-sale units, all co-owners of the dwelling shall sign a recorded deed restriction.** This covenant or deed restriction must be disclosed to prospective buyers. The deed restriction shall be recorded in the Office of Conveyances and a copy of the recorded document needs to be submitted to the Department of Safety and Permits, Inclusionary Zoning (IZ) office prior to the issuance of a Certificate of Occupancy.
7. The affordable housing unit**(s)** in a small multi-family affordable structure shall not be used as a short-term rental. The **rental** affordable housing unit**(s)** in a small multi-family affordable structure also shall not be used as the owner's residence.
8. No more than one (1) unit of the total units in a development shall be permitted as a short-term rental. Any use of that one (1) unit of the small multi-family affordable development as a short-term rental shall be subject to all short-term rental requirements of the CZO and City Code. No new short-term rental permissions are associated with the use of small multi-family affordable development.
9. Small Multi-Family Affordable Developments may be comprised of one or more principal structures in accordance with Article 21.4.A. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable ~~rental~~ unit**(s)**.

Article 26.6 - Dwelling, Small Multi-Family Affordable

An Affordable Housing Development comprised of one or more structures designed for occupancy of no more than four (4) dwelling units in accordance with Section 20.3.SSS and **where either at least** one affordable housing unit is included **for rent, or sold to moderate- to low-income households by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors**. For those small multi-family affordable developments that are 1) located in the HU-RD1, HU-RD2, S-RD, S-LRD1, and S-LRD2 Two-Family Residential Districts, and 2) comprised of more than one principal structure, each additional dwelling unit exceeding the two-family dwellings currently allowed in each district and developed in an additional principal structure shall be limited to a maximum of two bedrooms. This two bedroom limitation shall not apply to the affordable ~~rental~~ unit**(s).**

Article 26.6 – Community Land Trust

A Community Land Trust (CLT) is a private nonprofit community development organization whose function is to acquire parcels of land, held for a standard period of ninety-nine (99) years, primarily for conveyance under long-term ground leases, in accordance with the Housing Act of 1949.

City Planning Commission (May 26, 2026)

The request was heard at the CPC meeting on May 26, 2026. Staff summarized the application and presented the recommendation for approval. No comment cards were provided. Commissioner Jackson asked staff for more background on the origins of the motion, and staff responded that the regulations didn't currently contemplate the for-sale model under the small multi-family affordable housing program. Commissioner Hebert asked after the NPP waiver in the motion, to which staff responded that it was common practice for text amendments. Commissioner Jordan made a motion to accept staff's recommendation of approval. The motion was seconded by Commissioner Poché, and the motion passed.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 042/26 IS HEREBY RECOMMENDED FOR APPROVAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Hebert, Jackson, Jordan, Poché, Steeg, Witry

NAYS: None

ABSENT: Flick, Joshi-Gupta, Kepper

MOTION
NO. M-26-93

CITY HALL: **February 26, 2026**

BY: COUNCILMEMBER HARRIS

SECONDED BY: COUNCILMEMBER HUGHES

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider amendments to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance, to amend the definition of "dwelling, small multi-family affordable" in Section 26.6 to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors, and consider related additional amendments to set reasonable requirements for this use, including but not limited to amendments to the use standards contained in Section 20.3.SSS and the use tables throughout the CZO.

BE IT FURTHER MOVED, That in so doing, the City Planning Commission is directed to work with the Department of Safety and Permits to ensure that the changes provide sufficient guidance for permitting and long-term enforcement.

BE IT FURTHER MOVED, That given the opportunity for discussion presented by the previous zoning docket regarding for-sale options for small multi-family affordable dwellings (ZD 62-25), as well as the public process afforded through this process, the requirement to participate in the Neighborhood Participation Program is waived and application fees in the amount of $1,500.00 are hereby waived.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Green, Harris, Hughes, King, McCarron, Willard - 6**
NAYS: **0**
ABSENT: **Morrell - 1**
AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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MOTION

NO. M-26-291

CITY HALL: July 23, 2026

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the City Planning Commission's report and recommendation of **approval,** related to **ZONING DOCKET 42/26**, initiated by City Council Motion No. M-26-93, requesting consideration of amendments to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance, to amend the definition of "dwelling, small multi-family affordable" in Article 26, Section 26.6 to include not only affordable housing units offered for rental but also dwellings offered as permanently affordable, for-sale housing by not-for-profit community land trusts offering long-term ground leases respective of owners and lessors, and related additional amendments to set reasonable requirements for this use, including but not limited to amendments to the use standards contained in Section 20.3.SSS and the use tables throughout the CZO, is hereby **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission
Preliminary Staff Report
Tuesday, May 13, 2026

Zoning Docket 049-26
Prepared by: Mitchell S. Kogan
Date: 04/17/2026
Deadline for CPC action:
CC Deadline: 60 days from receipt
City Council District: E – Jason Hughes

Applicant: Propertydoc, LLC
Request: Conditional Use to allow a vocational educational facility in the C-1 General Commercial District.
Property description: Property description: Square Deer Park, Section 24, Building #3, Unit 3D, Lot 3B8B, in the Third Municipal District, bounded by Lake Forest Boulevard, Deer Park Boulevard, Deer Trail and Farrar Canal
Municipal address(es): 10555 Lake Forest Blvd – Suite 3D

Description

The subject property, located on Lake Forest Boulevard in an C-1 General Commercial District is currently developed as the Deer Park Office Condominiums complex that consists of multi-tenant office buildings – with associated uses including general offices and low-intensity medical clinics. Per the petitioner's application, the proposed request is to convert Suite 3-D from an office space into a facility for "…hands-on training related to cosmetic foot care and medical aesthetics education." This land use, to be operated by Cosmetic Footcare & Medical Aesthetics Academy, LLC (CFMA), is classified as a vocational educational facility by the comprehensive Zoning Ordinance. No exterior work is proposed, and the entirety of the operation will be conducted within the suite.

Figure 1: Office Building

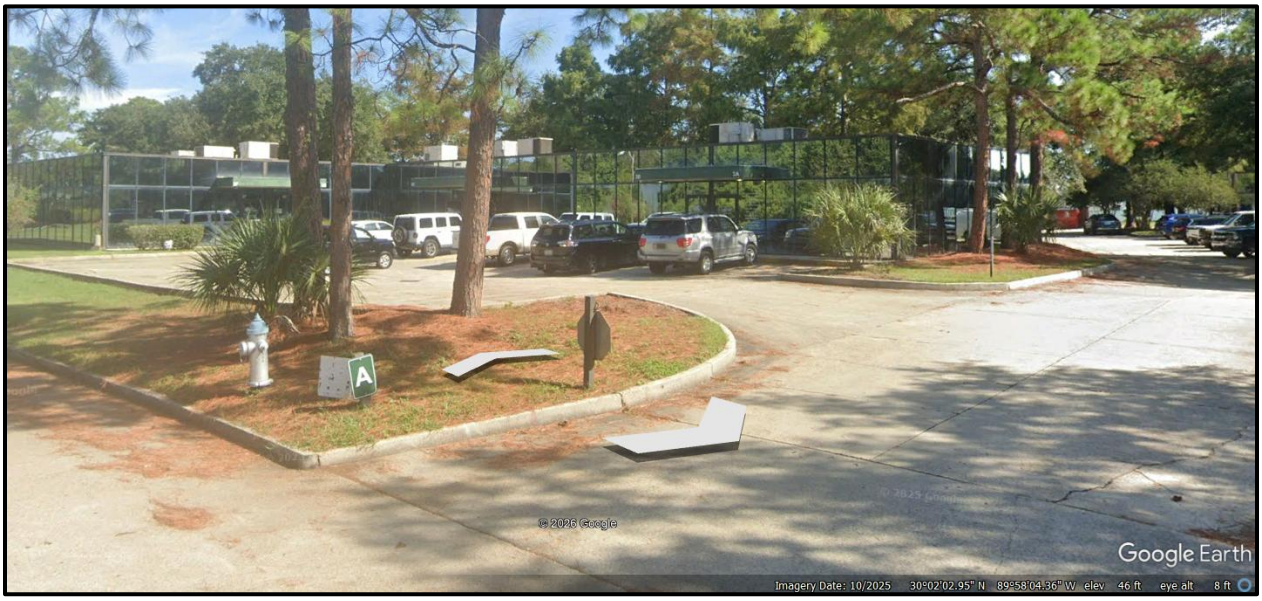
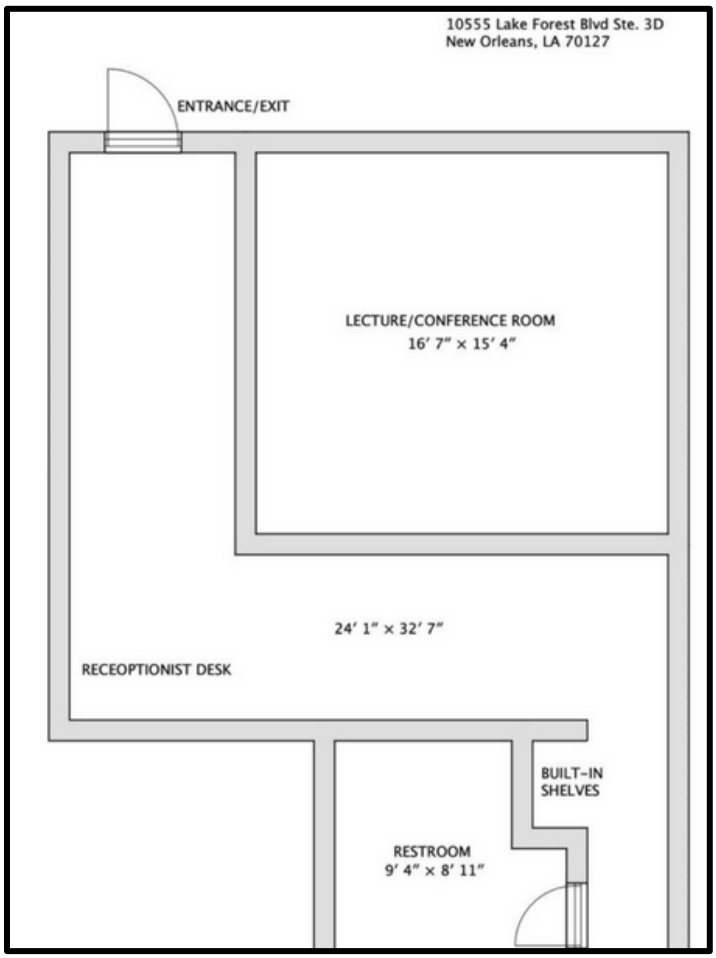


Figure 2: Floor Plan



Reason for Commission Review

Per **Article 15, Section 152.A (Table 15-1: Permitted and Conditional Uses),** a Vocational Educational Facility is deemed a conditional use in the C-1 General Commercial District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards for Educational Facility (Primary, Secondary, and Vocational)	
Requirement	**Notes**
1. *Site Plan.* A campus site plan including the location, square footage, and building heights of all existing and proposed structures and all existing and proposed uses. 2. *Traffic Plan.* A traffic plan shall include the following components: circulation routes for school bus, motor vehicle, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces; for primary and secondary educational facilities, student pick-up and drop-off locations shall also be shown along with a plan for staff supervision and traffic control during peak hours; and an inventory of school zone signage, pedestrian beacons, crosswalk striping and ADA compliance shall be included.	The staff recommends a proviso that will require the plans submitted for final approval, should the Council approve the application, to be annotated with this additional information.

Parking Requirements				
	Requirement	**Exceptions**	**Total Required**	**Provided**
Vehicle Parking	1 space:4,000sf of GFA	None	0	Shared parking provided
Bicycle Parking	1 space:5,000sf of GFA	None	0	
Loading	No requirement			

No parking or loading spaces are required under the zoning ordinance. Nonetheless, the site provides shared parking for both automobiles and bicycles for the entire facility.

Anticipated impact on surrounding land uses

The proposed vocational school includes an educational component, however the type of operations to be conducted are more comparable to a medical office or beauty parlor, with light office and light service functions. As a result, the anticipated impact on the surrounding area is minimal and consistent with the existing low-intensity office uses in the complex.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Neighborhood Commercial." The goal, range of uses, and development character for that designation are copied below.

> **NEIGHBORHOOD COMMERCIAL**
>
> **Goal:** Provide areas for small-scale, neighborhood-oriented commercial development that enhances the pedestrian character and convenience of neighborhoods by allowing commercial establishments in select locations within walking distance to surrounding residential areas.
>
> **Range of Uses:** Retail and professional service establishments serving local neighborhood area residents. Single and two-family dwellings are allowed. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Common uses include small groceries, restaurants, barber shops/salons, clothing boutiques, banks, pharmacies, and small health professional offices. Conversion to multifamily, commercial, or mixed use may be allowed for certain existing historical institutional or other non-residential buildings.
>
> **Development Character:** Buildings are oriented to the sidewalk (parking in rear where possible) with maximum heights related to the character of the street. Landscaping is required for parking lots facing the street. Incorporate risk reduction and adaptation strategies in the built environment.

The vocational school fits within the general goal, range of uses and development character of Neighborhood Commercial Future Land Use designation. While not specifically an office inline with other surrounding suites, the proposed use is low-intensity in nature and would complement other medical

offices in the vicinity.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met. The site is located within an C-1 General Commercial District. The purpose of the C-1 District is to provide appropriate locations for a variety of commercial activities, generally serving a wide area and located particularly along commercial corridors with a mix of commercial, service, and residential activities. Areas of the C-1 District are oriented toward pedestrians but also accommodate larger commercial uses generally accessed by automobiles. Therefore, the proposal to add a vocational school that would service clients similarly to a medical office or beauty parlor would be consistent with the surrounding area and would achieve the goals of the current zoning district.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

The proposed use for the site is as an Educational Facility (Vocational), which is subject to use standards contained within **Article 20**, **Section 20.3.Z** of the Comprehensive Zoning Ordinance. However, the proposal calls for occupying an existing tenant space within an developed office park, and therefore the applicant will simply need to provide a site and traffic plan to show compliance with these use standards as indicated in the two provisos at the end of this report.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met. The site is presently developed and will simply be occupied by the applicant as a new tenant. No exterior renovations are proposed and therefore imposes no conflicts on the surrounding area.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. The application does not require any variances.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. The proposal simply is making use of an existing office space.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 049/26 subject to two (2) provisos:

Provisos

1. The plans submitted to the City Planning Commission for final approval shall include a campus development plan containing the following:
   a. Site Plan. A campus site plan including the location, square footage, and building heights of all existing and proposed structures and all existing and proposed uses.
   b. Traffic Plan. A traffic plan shall include the following components: circulation routes for school bus, motor vehicle, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year time period or failure to request an administrative extension as provided in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use approval.

City Planning Commission Meeting (May 12, 2026)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicant, giving the narrative of how the office would function as a vocational school in that there would be rotating students and classes for a period of 1-2 weeks. There was opposition more so in the form of inquiries from surrounding residents as they wanted to ensure that there would be enough parking for the new use as well as verifying accreditation of the school.

The applicant provided more information at the Commission's request. There were no more questions, and the Commission appeared to be in favor of the request. Commissioner Hebert made a motion to approve the request with a second by Commissioner Joshi-Gupta and the motion carried.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 049/26 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO TWO (2) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

1. The plans submitted to the City Planning Commission for final approval shall include a campus development plan containing the following:
   a. Site Plan. A campus site plan including the location, square footage, and building heights of all existing and proposed structures and all existing and proposed uses.
   b. Traffic Plan. A traffic plan shall include the following components: circulation routes for school bus, motor vehicle, bicycle and pedestrian transportation modes; ingress and egress locations for each transportation mode; curb side usage; locations and capacity of all off-street parking and loading spaces

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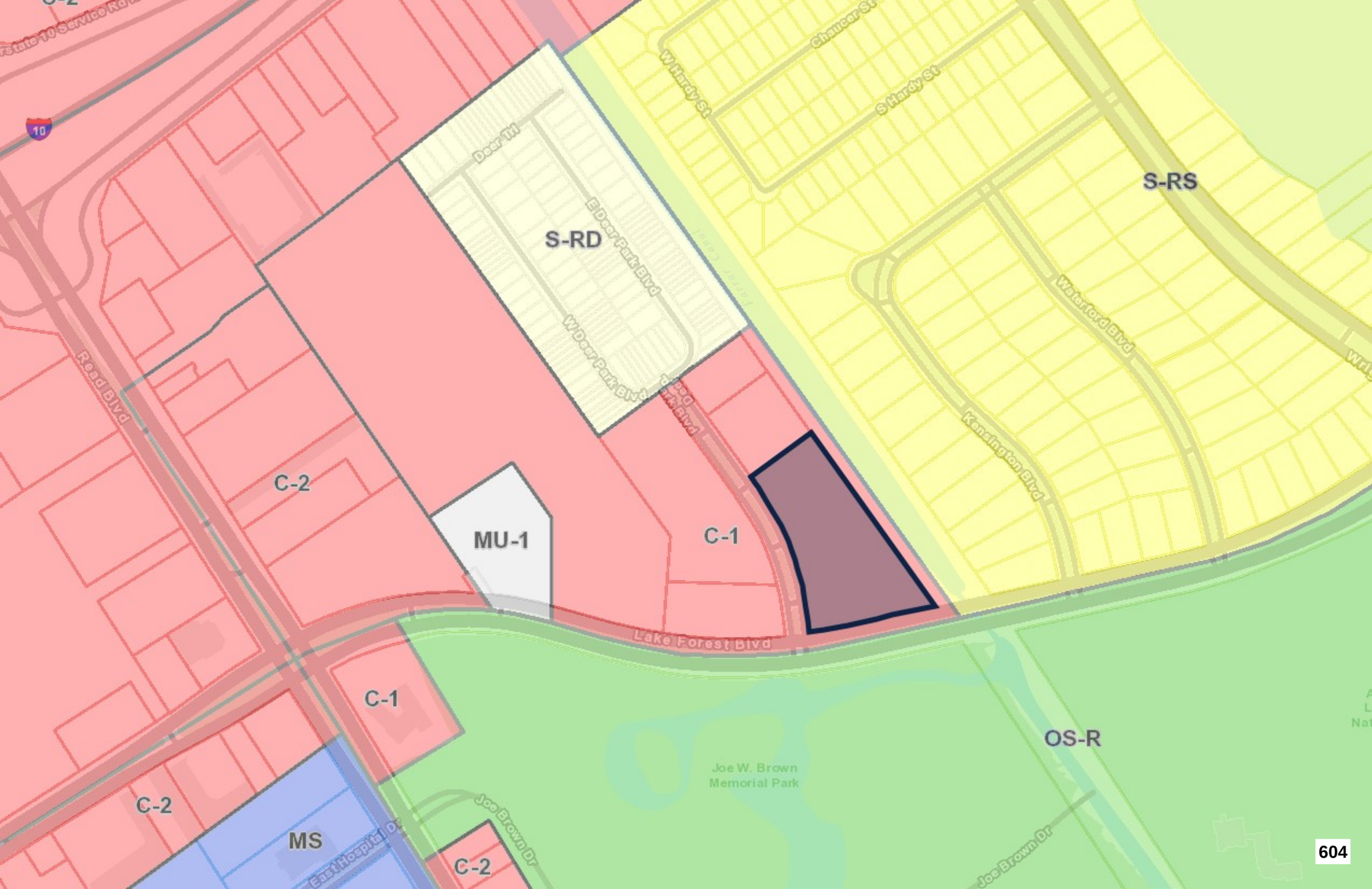
YEAS: Jordan, Joshi-Gupta, Flick, Witry, Steeg, Kepper, Hebert, Jackson

NAYS: N/A

ABSENT: Poche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Memorial Park
Joe Brown Dr
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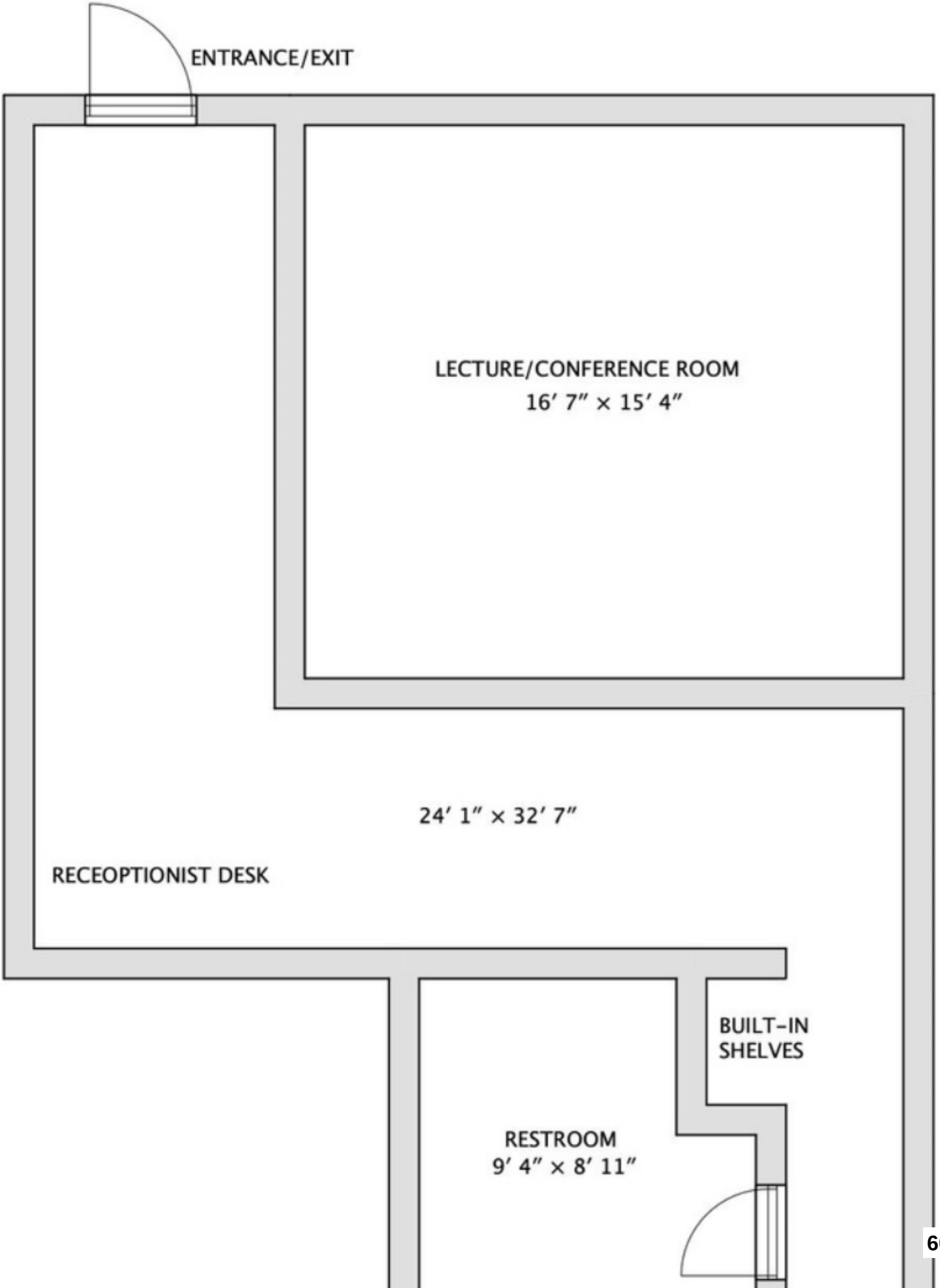
10555 Lake Forest Blvd Ste. 3D
New Orleans, LA 70127



The Cosmetic Footcare & Medical Aesthetics Academy

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: 12-15-25
Meeting Location: East New orleans Library
Project: Conditional Use – Vocational Educational Facility (CFMA Academy)

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
Jasmin Lawson	Lafeet	10555 Lakeforest	New Orleans, LA	504-316-3633	jasmin@footcare.clinics.org
Dr. G. Clark	Lafeet	10555 Lakeforest Blvd	NOLA	5042317147	drclark@footcare.clinics.org
Vielka Bowman	CFMA-Academy	10555 Lakeforest Blvd	NOLA	(504)491-4880	vbowman@CFMA.acad
Adrian Lockett	Homecare	10555 Lakeforest Blvd	New orleans LA	(504)479-1427	—
Victoria Phillips	NBMF	10555 Lake Forest Blvd	NOLA 70127	5049827505	Thenbmf@gmail.com
Eliana Bodden	Upper Level Education	10555 Lake Forest Ste 3G	NOLA 70127	(504)576-1364	info@upperleveled.com

Neighborhood Participation Program (NPP) Meeting
Conditional Use Request for a Vocational Educational Facility
10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127

Cosmetic Footcare & Medical Aesthetics Academy LLC

Date: December 15, 2025
Time: 5:00 PM – 6:30 PM
Location: East New Orleans Regional Library – Large Meeting Room

877-236-8575 info@cfma.academy www.cfma.academy

Meeting Purpose & Agenda

Purpose of the Neighborhood Participation Program (NPP)

The Neighborhood Participation Program (NPP) is required by the City Planning Commission (CPC) to ensure community members are informed of proposed land-use requests and have the opportunity to provide input prior to application submission.

Meeting Agenda

I. Welcome

II. Description of the Project

III. Public Comment

IV. Summary

V. Next Steps

I. Welcome to CFMA Academy NPP Meeting

Welcome & Meeting Purpose

Welcome and Thank You for Attending

Purpose of This Meeting:

- To introduce OPMA Academy and our proposed educational facility
- To explain the Conditional Use request required by the City of New Orleans
- To present project details, operations, and community benefits
- To provide an opportunity for community questions and input
- To gather feedback for the official NPP Summary Report submitted to CPC

This meeting is a mandatory step before filing our Conditional Use application.

Materials Available

- CFMA Meeting Agenda
- CFMA Program Summary Handout
- Site Plan of the Proposed Facility (in the PPT presentation)
- Relevant Comprehensive Zoning Ordinance (CZO) Articles
- Community FAQ Sheet
- CPC Neighborhood Participation Program Guidelines
- Comment Cards and Sign-In Sheet

What is the NPP? (Required by CPC)

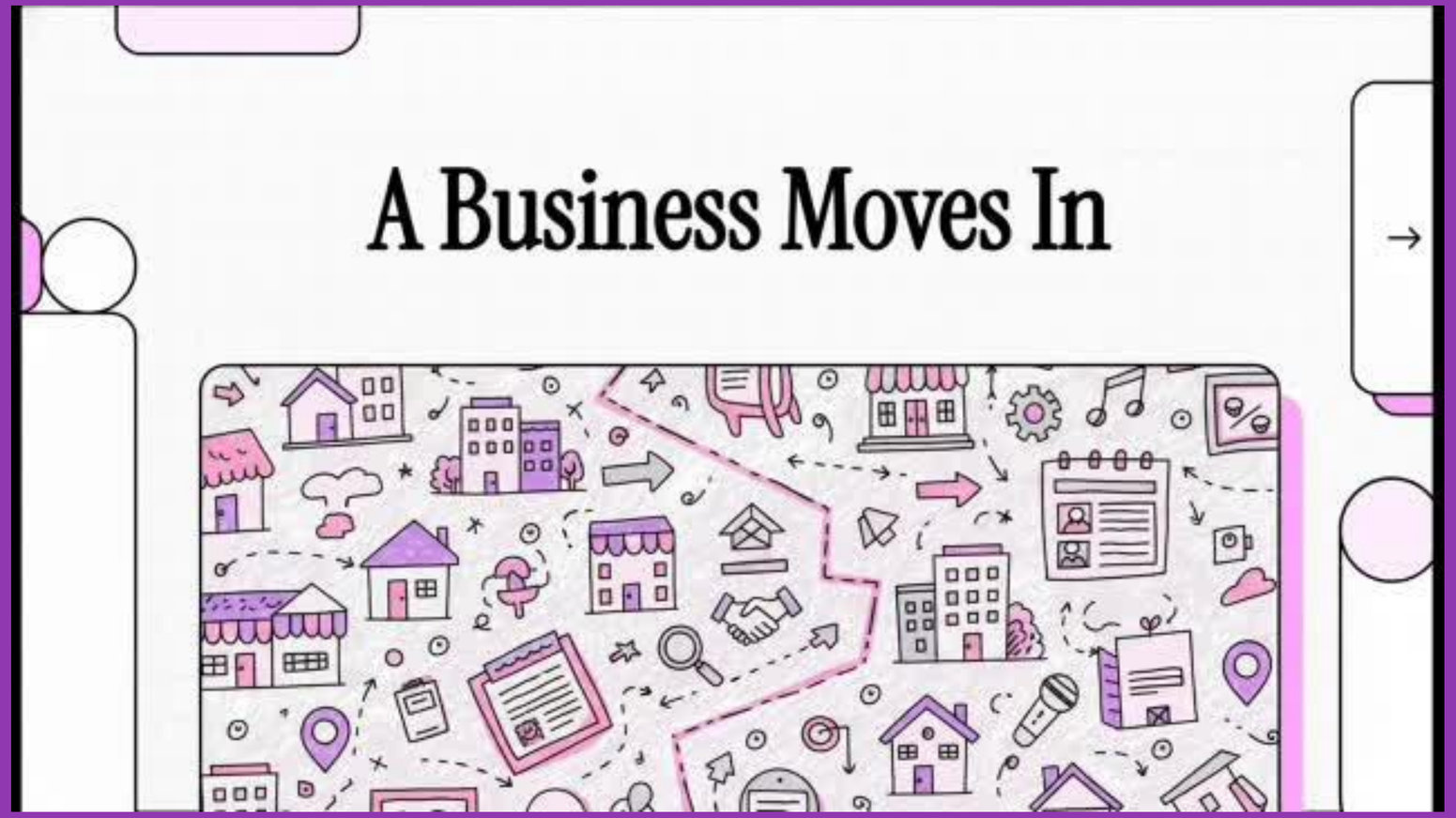
The Neighborhood Participation Program (NPP) ensures transparency and early communication.

The NPP requires applicants to:

- Notify all neighbors within 300 feet
- Notify neighborhood associations
- Notify the City Council district office
- Host this community meeting
- Document concerns, questions, and responses
- Submit a full NPP Summary Report to CPC before the application is reviewed

This process allows neighbors to understand the project before any City decisions are made.

CFMA NPP Video



Site Plan Overview

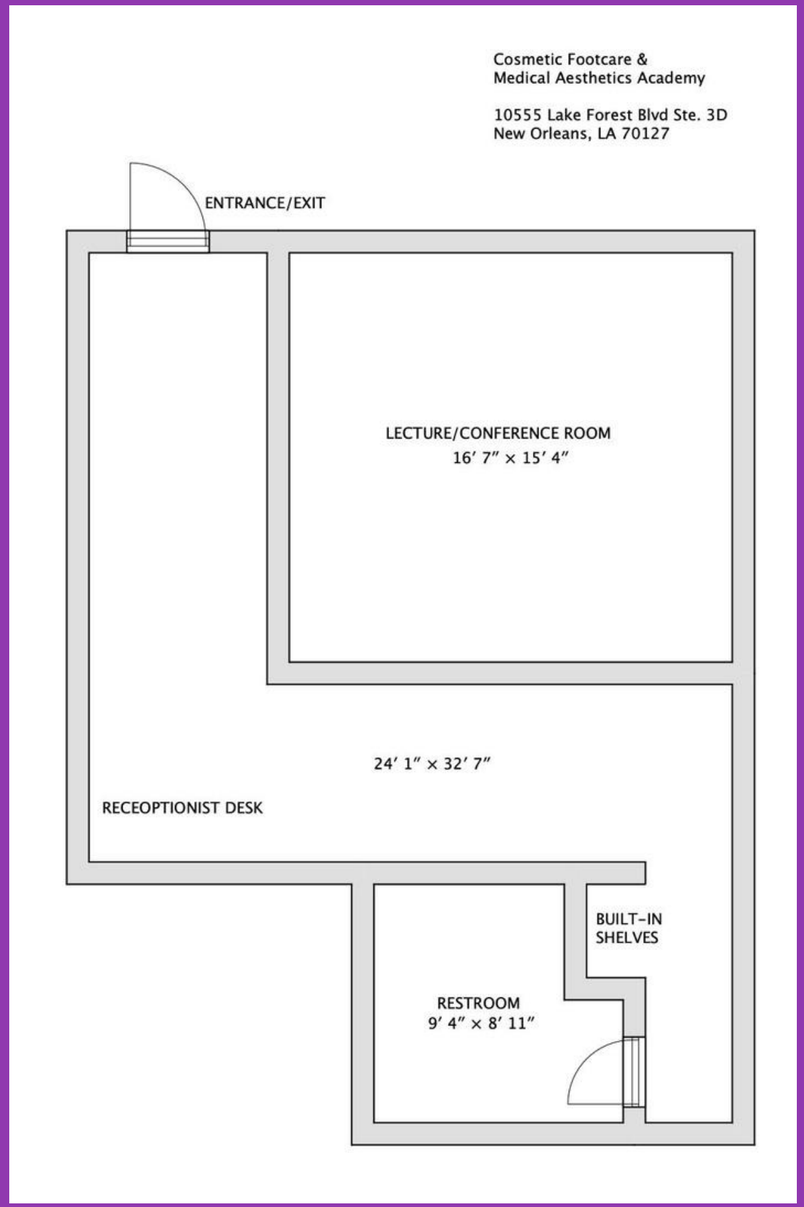
Site Plan – Proposed Use Overview

- Interior vocational education facility only
- No exterior modifications proposed
- No expansion of building footprint

Key Areas Identified on Site Plan:

- Reception / Administrative Area
- Lecture / Conference Classroom
- Restroom Facilities
- Storage / Built-In Shelving
- Primary Entrance and Exit

All instruction will take place indoors.



Site Overview

Site Overview

Site Overview

Site Overview

Comprehensive Zoning Ordinance (CZO) Basis For Request

Project Address:

10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127

Current Zoning District:

General Commercial (C-1)

Proposed Use:

Vocational Education Facility

Applicable Zoning Authority:

Article 15, Section 15.2.A (Table 15-1) – (Conditional Uses permitted in the C-1 District)

Article 20, Section 20.3.Z – (Use standards applicable to educational facilities)

Zoning Request:

Conditional Use approval only (No rezoning, no variances, no waivers requested)

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

Printed: 12/15/2025 6:54:00 AM

15.2.A PERMITTED AND CONDITIONAL USES

Only those uses of land listed under Table 15-1: Permitted and Conditional Uses as permitted uses or conditional uses are allowed within the Commercial Center and Institutional Campus Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). For conditional uses in the EC and MC Districts, Institutional Master Plan approval, in accordance with Section 15.5 is also required. No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not permitted within that zoning district.

Table 15-1: Permitted and Conditional Uses

Table 15-1: Permitted and Conditional Uses										
USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
RESIDENTIAL USE										
Bed and Breakfast – Accessory				C	C	C				Section 20.3.I
Bed and Breakfast – Principal				C	C					Section 20.3.I
Day Care Home, Adult – Small				P	P					Section 20.3.T
Day Care Home, Adult - Large				P	P					Section 20.3.T
Dormitory						P	P	P	P	
Dwelling, Above the Ground Floor	C[12]/P	C[13]/P	C[13]/P	P	P			C	P	
Dwelling, Single-Family				P	P	P				
Dwelling, Two-Family				P	P	P				Section 20.3.Y
Dwelling, Townhouse				P	P					Section 20.3.X
Dwelling, Multi-Family				P	P	P	P		P	
Dwelling, Small Multi-Family Affordable				P	P					Section 20.3.SSS

Table 15-1: Permitted and Conditional Uses										
USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
Dwelling, Existing Single-Family	P	P	P					P		
Dwelling, Established Two-Family	P/C[7]	P/C[7]	P/C[7]					P		Section 20.3.W
Dwelling, Established Multi-Family	P/C[7]	P/C[7]	P/C[7]					P		Section 20.3.W
Fraternity/Sorority						P				Section 20.3.DD
Group Home, Small				P	P		P			Section 20.3.GG
Group Home, Large				P	P		P		P	Section 20.3.GG
Group Home, Congregate				C	C		P			Section 20.3.GG
Home Based Child Care, Small				P	P					Section 20.3.T
Permanent Supportive Housing				P	P	P	P		P	Section 20.3.PP
Residential Care Facility	P	P		P	P		P	P	P	Section 20.3.YY
Timeshare		C		C			C	C	C	
COMMERCIAL USE										
Amusement Facility, Indoor	P	P	P	P	P	P				Section 20.3.E
Amusement Facility, Outdoor		C	P	C	P	C				Section 20.3.E
Art Gallery	P	P	P	P	P	P				
Arts Studio	P	P	P	P	P	P				
Animal Hospital	P	P	P	P	P					
Auditorium				P	P	C	C	P	P	
Bar	C	P	P	C	P				P	Section 20.3.G
Broadcast Studio			P	P	P	P				
Bus Terminal	C	C	C	C	C					
Car Wash	C	C	P	C	C					Section 20.3.L
Catering Kitchen	P	P	P	P	P	P	P	P	P	

Table 15-1: Permitted and Conditional Uses

USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
Check Cashing Establishment	P	P	P	P	P				P	Section 20.3.O
Convention Center					C					
Day Care Center, Adult or Child - Small	P	P	P	P	P	P	P	P	P	Section 20.3.S
Day Care Center, Adult - Large	P	P	P	P	P	P	P	P	P	Section 20.3.S
Day Care Center, Adult - Commercial	P	P	P	P	P	P	P	P	P	Section 20.3.S
Drive-Through Facility		P	P	C	C				C	Section 20.3.V
Employment Services		C	C						P	Section 20.3.BB
Financial Institution	P	P	P	P	P	P	P		P	
Funeral Home	P	P	P	P	P					
Greenhouse/Nursery			P	C	P					
Gas Station	C	P	P	C	C					Section 20.3.EE
Grocery Store	P	P	P	P	P	P	P	P	P	
Health Club	P	P	P	P	P	P	P			
Heavy Sales, Rental & Service			P		C					
Hostel	P/C[8]	P	P	P	P	P	P		P	
Hotel/Motel	P	P	P	P	P	P	P	P	P	
Ice Manufacturing and Vending Machine - Principal Use	P	P	P	P	P	P	P	P	P	Section 20.3.ZZZ
Kennel			C	C	C					Section 20.3.II
Live Entertainment – Secondary Use	C	P[9]	C	C	P[9]					Section 20.3.JJ
Live Performance Venue	C	C	P	C	P					Section 20.3.JJ
Medical/Dental Clinic	P	P	P	P	P	P	P	P	P	
Micro-Brewery	P	P	P	P	P					
Micro-Distillery	P	P	P	P	P					

Table 15-1: Permitted and Conditional Uses

USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
Motor Vehicle Dealership, Large	C	P	P		C					Section 20.3.LL
Motor Vehicle Operations Facility			P	C	C	C	C	P		
Motor Vehicle Rental Establishment	C	P	P		C					Section 20.3.LL
Motor Vehicle Service & Repair, Minor	C	P	P	P	P					Section 20.3.MM
Motor Vehicle Service & Repair, Major		C	P		C					Section 20.3.MM
Movie Studio			P	C	P					
Office	P	P	P	P	P	P	P	P	P	
Outdoor Amphitheater		C	C							Section 20.3.VVV
Outdoor Live Entertainment - Secondary Use	C	C	C	C	C	C	C	C	C	Section 20.3.WWW
Pawn Shop			P							Section 20.3.O
Personal Service Establishment	P	P	P	P	P	P	P	P	P	
Pet Day Care Service	P	P	P	P	P					Section 20.3.QQ
Printing Establishment			P		P					
Public Market	P	P	P	P	P	P				Section 20.3.TT
Reception Facility	C	P	P	P	P					Section 20.3.WW
Recording Studio	P	P	P	P	P	P	P	P	P	
Recreational Vehicle Park		C	P							Section 20.3.XX
Restaurant, Carry-Out	P	P	P	P	P	C	C		P	Section 20.3.ZZ
Restaurant, Fast Food	P	P	P	C	P	C	C		P	Section 20.3.ZZ
Restaurant, Standard	P	P	P	P	P	P	P	P	P	Section 20.3.ZZ
Restaurant, Specialty	P	P	P	P	P	P	P	P	P	Section 20.3.ZZ
Retail Goods Establishment	P	P	P	P	P	P	P	P	P	

Table 15-1: Permitted and Conditional Uses

USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
Retail Sales of Packaged Alcoholic Beverages	C	C	P	C	C				C	
Shooting Range, Indoor		C	C							Section 20.3.RRR
Short Term Rental, Commercial	P	P	P	P	P	P	P	P	P	Section 20.3.LLL
Small Box Variety Store	P	P	P	P	P	P	P	P	P	Section 20.3.NNN
Stadium						C				
Winery	P	P	P	P	P					
INDUSTRIAL USE										
Brewery	P[5]	P[5]	P[5]	P[5],C[6]	P[5]					
Contractor Storage Yard		C	C							Section 20.3.Q
Convenience Center	P	P	P							Section 20.3.TTT
Distillery	P[5]	P[5]	P[5]	P[5],C[6]	P[5]					
District Energy System				C	C		P	P		Section 20.3.QQQ
Food Processing	P	P	P	C	P					
Helistop							P	P	P	Section 20.3.D
Heliport							C	C	C	Section 20.3.D
Mardi Gras Den		P	P	C	P					
Marina, Commercial		P								
Marina, Recreational		P								
Manufacturing, Artisan			P	P	P					
Manufacturing, Light				C	P				P	
Mini-Warehouse		C	P	C	C					
Outdoor Storage Yard			C							Section 20.3.Q
Research & Development			P	P	P	P	P	P	P	
Solar Energy System	P	P	P	P	P	P	P	P	P	Section 20.3.DDD
Warehouse			P	C	P				P	
INSTITUTIONAL USE										
Child Care Center, Small	P	P	P	P	P	P	P	P	P	Section 20.3.S

Table 15-1: Permitted and Conditional Uses

USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
Child Care Center, Large	P	P	P	P	P	P	P	P	P	Section 20.3.S
City Hall	C	C	C	C	C	C	C	C	C	
Community Center	P	P	P	P	P	P	P			
Convent and Monastery	P	P	P	P	P	P				
Cultural Facility	P	P	P	P	P	P	P			Section 20.3.R
Domestic Protection Shelter			C	P	P	P	P	P	P	Section 20.3.U
Educational Facility, Primary	P	P	P	P	P	P				Section 20.3.Z
Educational Facility, Secondary	P	P	P	P	P	P				Section 20.3.Z
Educational Facility, University	C	C	C	P	P	P	P		C	
Educational Facility, Vocational	C	P	P	P	P	P			C	Section 20.3.Z
Emergency Shelter			C	P	P	P	P	P	P	Section 20.3.AA
Government Offices	P	P	P	P	P	P	P	P	P	
Hospital		C	C	C	C	P	P	P	P	
Place of Worship	P	P	P	P	P	P	P	P		
Public Works and Safety Facility	C	C	C	C	C				P	
Social Club or Lodge	P	P	P	P	P	P	P	P	P	Section 20.3.CCC
OPEN SPACE USE										
Agriculture – No Livestock				P	P	P	P		P	Section 20.3.C
Agriculture – With Livestock				C	C	C	C		C	Section 20.3.C
Cemetery				C,P[11]						Section 20.3.N
Parks and Playgrounds	P	P	P	P	P	P	P	P	P	
Stormwater Management (Principal Use)	P	P	P	P	P	P	P	P	P	
OTHER										

Table 15-1: Permitted and Conditional Uses

USES[1]	DISTRICTS									USE STANDARDS
	C-1	C-2	C-3	MU-1	MU-2	EC[3]	MC	MS	LS	
EV Charging Station (Principal Use)	P	P	P	P	P	P	P	P	P	Section 20.3.YYY
Parking Lot (Accessory Use)	P[10]	P[10]	P[10]	P[10]	P[10]	P[10]	P[10]	P[10]	P[10]	
Parking Lot (Principal Use)	C	C	C	C	C	P	P	P	P	Section 20.3.OO
Parking Structure (Principal Use)	C	C	C	C	C	P	P	P	P	Section 20.3.OO
Planned Development	C	C	C	C	C				C	Article 5
Pumping Station	P	P	P	P	P	P	P	P	P	Section 20.3.UU
Utilities	P[2]	P[2]	P[2]	P[2]	P[2]	P	P	P[2]	P[2]	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	P[4]	P[4]	P[4]	C,P[4]	C,P[4]	P	P	P[4]	P[4]	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	P	P	P	C	C	P	P	C	C	Section 20.3.JJJ

TABLE 15-1 FOOTNOTES

[1] The terms in this column ("Use") are defined in Article 26.

[2] Electrical Utility Substations and Transmission Lines shall be subject to design review as per Article 4, Section 4.5.B.5 and Table 4-2.

[3] See Section 15.2.C.

[4] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

[5] Subject to the use restrictions in Section 15.2.B.1.

[6] Subject to the use restrictions in Section 15.2.B.2.

[7] Established Two-Family Dwellings and Established Multi-Family Dwellings that comply with Section 20.3.W.1 are permitted uses while those that comply with Section 20.3.W.2 are conditional uses.

[8] Subject to the use restriction in Section 15.2.B.3

[9] Classified as a Conditional Use in Breweries.

[10] As authorized in Article 22, Section 22.8.B.2.a

[11] Only cemeteries that comply with all use standards of Section 20.3.N are considered permitted uses.

II. Description of the Project

Description of the Project

CFMA proposes to operate a vocational educational training facility focused on adult learners pursuing careers in clinical foot care, podiatric assistance, and wound care support services.

- Classroom-based instruction
- Professional training led by licensed and board-certified medical instructors
- Limited class sizes
- No retail sales
- No on-site medical treatment

The proposed use is consistent with surrounding commercial activity and complies with CZO requirements for a Conditional Use in the C-1 District.

Overview of CFMA Educational Programs

CFMA provides vocational training programs for adult learners in specialized foot care and wound care disciplines.

Programs offered include:

- Certified Medical Nail Technician (CMNT)
- Clinical Certified Podiatric Assistant (CCPMA)
- Certified Foot Care Specialist (CFCS)
- Certified Skin and Wound Specialist (CSWS)

Instruction is primarily classroom-based and focused on professional development, safety standards, and theoretical knowledge.

Overview of CFMA Educational Programs

What We Teach (High-Level)

- CFMA provides vocational training for adult learners in specialized foot care, nail care safety, and wound-care education.
- Instruction is classroom-based, focused on theory, safety standards, and professional development — no clinical procedures are performed on-site.

Training Format

- Small-group classes (typically 5–10 adult students)
- Classroom only — no medical, cosmetic, or clinical procedures performed on-site
- Instruction includes presentations, demonstrations, and guided discussion

Purpose of the Programs

- Support local workforce development in the fields of foot health, infection control, and safe professional practices
- Provide continuing education opportunities for licensed or aspiring practitioners

Operations Impact

Operational Overview

- Classes held during scheduled weekday and limited weekend hours
- Students attend by appointment or scheduled sessions
- No amplified sound or outdoor activities
- No increase in traffic beyond typical commercial use

Hours of Operation:

- Monday–Friday: 8:00 AM – 5:00 PM
- Saturday: 11:00 AM – 4:00 PM
- Sunday: Closed

Neighborhood Impact Evaluation

Noise

- Indoor, quiet classroom environment
- No equipment generating noise

Traffic & Parking

- Minimal; students arrive at scheduled times
- Existing commercial parking lot meets all needs

Safety & Security

- Professional environment
- Controlled entry by staff and students
- No public walk-in access

Environmental Impact

- No chemicals, emissions, or hazardous materials of any kind

Community Benefits

CFMA’s presence will:

- Provide professional training opportunities for residents
- Improve career access in healthcare-related fields
- Promote workforce development within New Orleans East
- Increase educational options without impacting neighborhood character
- Contribute to local economic activity with minimal impact

Compliance With City Requirements

CFMA is committed to full compliance with all City procedures:

1. **NPP Meeting (current stage)**
2. **Submit Conditional Use Application to CPC**
3. **CPC Public Hearing**
4. **City Council Final Action**
5. **Fire Marshal Review & Life Safety Compliance**
6. **Final Building Inspections**
7. **Certificate of Occupancy**

The facility will operate only after all approvals and inspections are complete.

III. Public Comment

Community Questions & Discussion

We welcome your questions, concerns, and feedback.

All comments will be:

- Open floor for questions, comments, and feedback
- Attendees may speak or submit written comment cards
- All comments will be documented and summarized

CFMA welcomes community input and values neighborhood feedback as part of this process.

IV. Summary

Summary of Comments

Meeting Summary

- CFMA will document all questions and concerns raised
- Responses will be addressed where applicable
- Additional information will be provided if needed, following the meeting

V. Next Steps

Next Steps After the Meeting

Following this NPP Meeting:

- Compile attendance, comments, and responses
- Prepare and finalize the NPP Summary Report
- Application submission will occur within 180 days of this meeting
- Submit the Conditional Use Application to CPC
- Attend CPC hearing and respond to staff recommendations
- Await City Council's final vote

Attendees may sign up for project updates through the City's NoticeMe system.

Thank You!

We appreciate your time &
look forward to driving
success through this community

Contact Us Now

(877) 236-8575

info@cfma.academy

www.cfma.academy

10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127

New Orleans Location:
10555 Lakeforest Blvd Suite STE 3D,
New Orleans, LA 70127, USA

CFMA Program Summary

Cosmetic Footcare & Medical Aesthetics Academy (CFMA)

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) provides adult vocational training in specialized foot care, medical nail care, wound care fundamentals, and podiatric assisting. All programs are classroom-based and focused on professional development, safety, and foundational theoretical learning.

1. Certified Medical Nail Technician (CMNT)

A professional training program focused on safe, hygienic, and medically informed nail care practices.

Key Topics:

- Nail anatomy & disorders
- Infection control & sanitation standards
- Safe tool handling and client protection
- Medical nail care concepts for non-clinical settings

Format: Classroom instruction, demonstrations, knowledge assessments

2. Clinical Certified Podiatric Medical Assistant (CCPMA)

Prepares learners for supportive roles in podiatry-related environments through foundational clinical knowledge and administrative readiness.

Key Topics:

- Foot anatomy & basic podiatric principles
- Charting, documentation & professionalism
- Patient preparation concepts
- Safety, sterilization, and workflow fundamentals

Format: Classroom training; no live medical procedures performed

3. Certified Foot Care Specialist (CFCS)

Provides foundational theory in foot care support, foot health awareness, and professional best practices.

Key Topics:

- Foot structure & common conditions
- Prevention strategies & footwear knowledge
- Introductory foot care concepts
- Scope-appropriate safety practices

Format: Instructor-led teaching, case examples, assessments

4. Certified Skin & Wound Specialist (CSWS)

An introductory program in wound care principles designed for non-clinical learners to build awareness and foundational knowledge.

Key Topics:

- Skin structure & wound types
- Basic wound prevention education
- Safety practices & risk reduction
- Foundations of wound terminology & care concepts

Format: Classroom learning, diagrams, interactive knowledge checks

Program Delivery

- **Mode:** Classroom only
- **Schedule:** Small groups, pre-scheduled sessions
- **Facility:** Low-impact instructional use; no clinical services offered
- **Audience:** Adult learners seeking vocational skills and professional development

Commitment to the Community

CFMA aims to support local workforce development, provide accessible vocational learning opportunities, and operate as a low-impact, education-focused facility aligned with neighborhood expectations.

New Orleans Location:
10555 Lakeforest Blvd Suite STE 3D,
New Orleans, LA 70127, USA

Neighborhood Participation Program – Community FAQ

Cosmetic Footcare & Medical Aesthetics Academy (CFMA)

1. What is CFMA?

CFMA is a vocational training academy that provides classroom-based instruction in:

- Certified Medical Nail Technician (CMNT)
- Clinical Certified Podiatric Medical Assistant (CCPMA)
- Certified Foot Care Specialist (CFCS)
- Certified Skin & Wound Specialist (CSWS)

Programs serve adult learners and healthcare professionals seeking additional skills.

2. Will this bring more traffic or congestion?

No. CFMA operates on a small-class model, typically 10–15 students at a time. Classes are scheduled in advance and spread throughout the week to avoid traffic increases.

3. What are the academy's operating hours?

- Weekdays: 8:00 AM – 5:00 PM
- Saturday: 11:00 AM – 4:00 PM
- Closed Sundays

Hours align with daytime commercial activity—no late-night operations.

4. Will there be parking issues?

No. The site provides ample on-site parking shared with other commercial tenants. Student volume is low, and classes are staggered to prevent parking overflow.

5. Will there be noise or disruption?

No. The academy is fully classroom-based. No machinery, loud equipment, or group activities occur outside the suite.

6. Will there be clinical services or patient treatments?

No. CFMA does not operate a clinic. Students learn through classroom instruction, demonstrations, and supervised simulations.
No public appointments, no walk-ins, and no medical treatments are offered at this location.

7. Is this safe for the community?

Yes. All courses follow strict safety, sanitation, and infection-control standards.
No chemicals, hazardous materials, or waste requiring special handling are used.

8. Will there be any changes to the building?

No exterior construction.
Interior use remains educational only within the existing commercial suite.

9. Why is CFMA applying for a Conditional Use?

The C-1 General Commercial zoning district requires a Conditional Use approval to operate a vocational educational facility.
This process ensures transparency and gives neighbors an opportunity for feedback.

10. How can the community share concerns or comments?

- At this NPP meeting
- Through the comment cards provided
- Direct email: **info@cfma.academy**
- Direct phone: **(877) 236-8575**
- Future comments may also be submitted to the City Planning Commission

---- On Thu, 04 Dec 2025 05:03:25 -1000 **Ryan Mitchell** <drmitchell@nolapremier.com> wrote ---

I got the letter about the upcoming meeting at the library. I just wanted to reach out and inquire about parking. Where will these students be parking and how many are expected to attend daily? Just want to make sure they aren't taking the spaces in front of my office and maybe they use the other parking lot by Building 1 so our injured patients do not have to walk so far. Please let me know what the parking rules for these students will be.

Thanks

--
Dr. Ryan Mitchell
Chiropractor
NOLA Premier Injury Center
Mid-City
3308 Tulane Ave. Ste. 324
p: 504-354-1490
f: 504-354-1836

New Orleans East
10555 Lake Forest Blvd. Ste 3F
p: 504-766-7717
f: 504-766-6377
www.nolapremier.com

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NPP MEETING COMMENT CARD

DATE: 12-15-25

NAME/ADDRESS OF PROJECT:
10555 LAKE Forest Blvd suite 30

COMMENT/QUESTION:
Meeting was great, Thank you for the invite. looking forward to the school.

CONTACT (OPTIONAL)
NAME:
EMAIL:
ADDRESS:

New Orleans Location:
10555 Lakeforest Blvd Suite STE 3D,
New Orleans, LA 70127, USA

The Cosmetic Footcare & Medical Aesthetics Academy

Dear Neighbor,

Please join **Cosmetic Footcare & Medical Aesthetics Academy, LLC** for a **Neighborhood Participation Program (NPP) meeting** regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

Date: December 15, 2025 – Monday
Time: 5:00 PM – 6:30 PM
Location: Large Meeting Room, East New Orleans Regional Library

Cosmetic Footcare & Medical Aesthetics Academy LLC (CFMA) is requesting **approval of a Conditional Use** to permit a **vocational educational facility** within an existing **C-1 General Commercial District**, in accordance with **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z** of the Comprehensive Zoning Ordinance.

This means we are required to apply for approval from the **City Planning Commission (CPC)** and the **New Orleans City Council** before operating the academy at this location.

As part of the approval process, we must conduct a **Neighborhood Participation Program (NPP) meeting** before submitting our application to the CPC for review and recommendation. The City Council will make the final decision on the request.

The Academy offers professional training programs in **medical aesthetics and cosmetic foot care** for licensed practitioners and students in related fields. The facility is currently furnished for classroom use and **will not involve new construction or renovation.**

Hours of operation will generally be **8:00 AM – 5:00 PM on weekdays** and **11:00 AM – 4:00 PM on Saturdays**, with small, scheduled class sessions. **Parking is available on-site**, and **no variances or waivers are required**. If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

Because you are a nearby neighbor or otherwise interested in the neighborhood, you are invited to this meeting to learn more about our proposal, ask questions, and share feedback.

New Orleans Location:
10555 Lakeforest Blvd Suite STE 3D,
New Orleans, LA 70127, USA

The Cosmetic Footcare & Medical Aesthetics Academy

This letter is being delivered via **U.S. Mail or hand delivery** to nearby residents and owners, and via **email** to the relevant neighborhood associations and City Council office, in accordance with CPC requirements.

If you are unable to attend but wish to receive information from the meeting or have additional questions or comments, please feel free to contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

I look forward to your participation at the meeting.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Neighborhood Participation Program Meeting Notice – 10555 Lake Forest Blvd (Conditional Use Request)

Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: Oliver.Thomas@nola.gov <oliver.thomas@nola.gov>

Tue 11/25/2025 8:13 AM

Cc: Dr. Gabrielle Clark

Dear Councilmember Thomas,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at 10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.

Date: December 15, 2025 – Monday
Time: 5:00 PM – 6:30 PM
Location: Large Meeting Room, East New Orleans Regional Library

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This NPP meeting is being held prior to our submission to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

We welcome your participation and feedback.

If you have questions or need additional information, please feel free to contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply | Reply all | Forward

NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request) Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: EnolaCivic@gmail.com <enolacivic@gmail.com>

Tue 11/25/2025 8:14 AM

Cc: Dr. Gabrielle Clark

Dear Eastern New Orleans Civic Association,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

Date: December 15, 2025 – Monday
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As part of the approval process, we are conducting a Neighborhood Participation Program (NPP) meeting before submitting our application to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

The Academy offers professional training programs in medical aesthetics and cosmetic foot care for licensed practitioners and students in related fields. The facility is currently furnished for classroom use and will not involve new construction or renovation. Hours of operation will generally be **8:00 AM – 5:00 PM on weekdays** and **11:00 AM – 4:00 PM on Saturdays**, with small, scheduled class sessions. Parking is available on-site, and no variances or waivers are required.

If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply Reply all Forward

NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request) Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: enonac2009@gmail.com

Tue 11/25/2025 8:15 AM

Cc: Dr. Gabrielle Clark

Dear East New Orleans Neighborhood Advisory Commission (ENONAC),

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

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If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply Reply all Forward

NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request) Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: sncopelin@aol.com

Tue 11/25/2025 8:16 AM

Cc: Dr. Gabrielle Clark

Dear New Orleans East Business Association,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

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Time: 5:00 PM – 6:30 PM
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If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply Reply all Forward

NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request) Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: veronicabro@msn.com

Tue 11/25/2025 8:16 AM

Cc: Dr. Gabrielle Clark

Dear Sherwood Forest,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

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Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply Reply all Forward

NPP Meeting Notice – 10555 Lake Forest Blvd (CFMAA Conditional Use Request) Summarize

Cosmetic Footcare & Medical Aesthetics Academy

To: andre@asanihf.org

Tue 11/25/2025 8:17 AM

Cc: Dr. Gabrielle Clark

Dear A'Sani Heartbeat Foundation,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

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Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Reply Reply all Forward

CPC STAFF — City Planning Commission

To: CPCinfo@nola.gov
Subject: Neighborhood Participation Program Meeting Notice – 10555 Lake Forest Blvd (Conditional Use Request)

Dear City Planning Commission,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

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If you have questions or need additional information, please feel free to contact me directly.

If you require accessibility accommodations, please contact info@cfma.academy at least 72 hours before the meeting.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

DISTRICT CITY COUNCIL MEMBER — Oliver Thomas

To: Oliver.Thomas@nola.gov
Subject: Neighborhood Participation Program Meeting Notice – 10555 Lake Forest Blvd (Conditional Use Request)

Dear Councilmember Thomas,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

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We welcome your participation and feedback.

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Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

EASTERN NEW ORLEANS CIVIC ASSOCIATION — Calvin Lopes

To: EnolaCivic@gmail.com
Subject: NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request)

Dear Eastern New Orleans Civic Association,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

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If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

ENONAC — Dawn Herbert

To: enonac2009@gmail.com
Subject: NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request)

Dear East New Orleans Neighborhood Advisory Commission (ENONAC),

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

Date: December 15, 2025 – Monday
Time: 5:00 PM – 6:30 PM
Location: Large Meeting Room, East New Orleans Regional Library

Cosmetic Footcare & Medical Aesthetics Academy LLC (CFMA) is requesting approval of a Conditional Use to permit a vocational educational facility within an existing **C-1 General Commercial District**, in accordance with **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z** of the Comprehensive Zoning Ordinance.

As part of the approval process, we are conducting a Neighborhood Participation Program (NPP) meeting before submitting our application to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

The Academy offers professional training programs in medical aesthetics and cosmetic foot care for licensed practitioners and students in related fields. The facility is currently furnished for classroom use and will not involve new construction or renovation. Hours of operation will generally be **8:00 AM – 5:00 PM on weekdays** and **11:00 AM – 4:00 PM on Saturdays**, with small, scheduled class sessions. Parking is available on-site, and no variances or waivers are required.

If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

NEW ORLEANS EAST BUSINESS ASSOCIATION — Sherman Copelin

To: sncopelin@aol.com
Subject: NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request)

Dear New Orleans East Business Association,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

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As part of the approval process, we are conducting a Neighborhood Participation Program (NPP) meeting before submitting our application to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

The Academy offers professional training programs in medical aesthetics and cosmetic foot care for licensed practitioners and students in related fields. The facility is currently furnished for classroom use and will not involve new construction or renovation. Hours of operation will generally be **8:00 AM – 5:00 PM on weekdays** and **11:00 AM – 4:00 PM on Saturdays**, with small, scheduled class sessions. Parking is available on-site, and no variances or waivers are required.

If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

SHERWOOD FOREST

To: veronicabro@msn.com
Subject: NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request)

Dear Sherwood Forest,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

Date: December 15, 2025 – Monday
Time: 5:00 PM – 6:30 PM
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Cosmetic Footcare & Medical Aesthetics Academy LLC (CFMA) is requesting approval of a Conditional Use to permit a vocational educational facility within an existing **C-1 General Commercial District**, in accordance with **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z** of the Comprehensive Zoning Ordinance.

As part of the approval process, we are conducting a Neighborhood Participation Program (NPP) meeting before submitting our application to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

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If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

A’Sani Heartbeat Foundation — Andre Apparicio

To: andre@asanihf.org
Subject: NPP Meeting Notice – 10555 Lake Forest Blvd (CFMA Conditional Use Request)

Dear A’Sani Heartbeat Foundation,

Cosmetic Footcare & Medical Aesthetics Academy (CFMA) extends our sincere apologies for the earlier NPP Notice that was sent. There was a correction needed regarding the meeting schedule, and we want to ensure that all parties now have the accurate and updated information.

Please join Cosmetic Footcare & Medical Aesthetics Academy LLC for a Neighborhood Participation Program (NPP) meeting regarding the property at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127.**

Date: December 15, 2025 – Monday
Time: 5:00 PM – 6:30 PM
Location: Large Meeting Room, East New Orleans Regional Library

Cosmetic Footcare & Medical Aesthetics Academy LLC (CFMA) is requesting approval of a Conditional Use to permit a vocational educational facility within an existing **C-1 General Commercial District**, in accordance with **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z** of the Comprehensive Zoning Ordinance.

As part of the approval process, we are conducting a Neighborhood Participation Program (NPP) meeting before submitting our application to the City Planning Commission for review and recommendation. The City Council will make the final decision on the request.

The Academy offers professional training programs in medical aesthetics and cosmetic foot care for licensed practitioners and students in related fields. The facility is currently furnished for classroom use and will not involve new construction or renovation. Hours of operation will generally be **8:00 AM – 5:00 PM on weekdays** and **11:00 AM – 4:00 PM on Saturdays**, with small, scheduled class sessions. Parking is available on-site, and no variances or waivers are required.

If approval is granted, the academy will begin instructional operations soon after receiving the necessary City approvals and permits.

If you cannot attend but would like to receive information from the meeting or have questions or comments, please contact me directly.

If you require accessibility accommodations, please contact **info@cfma.academy** at least **72 hours before the meeting.**

Thank you for your time and consideration.

Sincerely,
Vielka Bowman-Thomas
Director of Educational & Business Affairs
Cosmetic Footcare & Medical Aesthetics Academy, LLC
info@cfma.academy | (877) 236-8575

Neighborhood Participation Program (NPP) Summary Report

Date of Report: January 23, 2025
Project Name: Cosmetic Footcare & Medical Aesthetics Academy, LLC (CFMA)
Property Address: 10555 Lake Forest Blvd, Suite 3-D, New Orleans, LA 70127

Applicant Contact:
Vielka Bowman
Email: info@cfma.academy
Phone: (877) 236-8575

Overview

This report documents the implementation of the **Neighborhood Participation Program (NPP)** for the proposed Conditional Use application submitted by **Cosmetic Footcare & Medical Aesthetics Academy, LLC (CFMA)**. CFMA intends to request **Conditional Use** approval to operate a **Vocational Educational Facility within a C-1 General Commercial District**, pursuant to **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z of the Comprehensive Zoning Ordinance.**

This summary outlines the outreach conducted, public meeting held, correspondence received, concerns expressed, and the manner in which those concerns have been addressed and will continue to be addressed. Supporting documentation—including meeting notices, sign-in sheets, comment cards, correspondence, and meeting materials—is attached.

Neighborhood Meetings

The following Neighborhood Participation Program meeting was held:

- **Date:** December 15, 2025
- **Time:** 5:00 PM – 6:30 PM
- **Location:** East New Orleans Regional Library, Large Meeting Room 5641 Read Blvd, New Orleans, LA 70127
- **Attendance: [Insert final number]** attendees (per sign-in sheet)

Correspondence and Outreach

- NPP meeting notices were mailed via USPS to all property owners and residents within a 300-foot radius of the site using a CPC-provided contact list.
- Meeting notices were emailed to neighborhood associations, the City Planning Commission, and the District City Council member.
- Direct email correspondence occurred with nearby business owners regarding parking and operational considerations.

- Follow-up communications were conducted as inquiries were received.

Participation Summary

- **Total individuals invited:** 146 recipients (per CPC-provided contact list).
- **Total individuals who participated:**
  - **6 individuals** attended the NPP meeting.
  - **2 individuals** provided feedback via email or written comment card correspondence.

Concerns, Issues, and Questions Raised

The following concerns and inquiries were expressed during the meeting and through written correspondence:

- Parking availability and potential impact on neighboring businesses (raised during the meeting and via follow-up email correspondence). .
- Daily number of students attending the facility.
- Compatibility of the proposed use with surrounding properties.
- Safety, building occupancy, and regulatory compliance.
- Timeline for approvals and commencement of operations.

How Concerns Have Been and Will Be Addressed

- **Parking:** CFMA confirmed that student parking will be directed away from spaces directly in front of neighboring medical offices, with overflow parking utilized as needed. Parking expectations will be clearly communicated during student orientation and institutional policies.
- **Student Volume:** CFMA clarified that only a limited number of students will be onsite daily, attending scheduled, structured class sessions.
- **Use Compatibility:** CFMA confirmed that the facility is strictly educational and classroom-based, with no retail services, no clinical procedures, and no public walk-in traffic.
- **Safety & Compliance:** CFMA will comply with all applicable zoning, building, fire safety, and occupancy regulations and will obtain all required approvals prior to operation.
- **Timeline:** CFMA provided an overview of the City Planning Commission review process, including staff review, public hearing, and City Council consideration.

CFMA remains committed to ongoing communication with neighbors and stakeholders throughout the review process.

How Parties Will Be Informed of Project Changes

All parties on the CPC contact list will be informed of any project changes through:

- Email notifications
- USPS mail notifications, if required
- Public notices issued through the CPC NoticeMe system
- Updates during CPC public hearings or City Council meetings

Opportunities for Continued Engagement

Meeting attendees and other interested parties may continue engagement by:

- Contacting CFMA directly via phone or email
- Attending City Planning Commission public hearings
- Attending City Council meetings related to the application
- Submitting written comments to CPC
- Registering for updates through the CPC NoticeMe system

Attachments

- Completed sign-in sheet
- Comment cards
- NPP meeting notices (mail and email versions)
- Correspondence records
- Meeting agenda and presentation materials
- CPC Neighborhood Participation Program guidelines

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by	
Sign Provided	**Date**
Tracking Number	

LAND-USE REQUEST APPLICATION

LAND-USE PROCESS

APPLICANT RESPONSIBILITIES	CITY ACTIONS	NOTES
Schedule a pre-application conference with the CPC staff.		The applicant or agent must meet with CPC staff to review the application.
Perform NPP Outreach		Staff will explain requirements including Neighborhood Participation Program outreach in pre-app meeting: https://www.nola.gov/city-planning/neighborhood-participation-program/
Submit Application to CPC Staff.	Review application/Return if incomplete and provide applicant with sign	All applications must be completed before being assigned a zoning docket number.
	Initiate legally required advertising of request.	Request is advertised 3 times in the newspaper and signs are posted in the vicinity of the request site.
Review staff's report prior to the public hearing.	CPC staff prepares a report of your request and forwards it to the Commission and petitioner.	Staff report on your request is forwarded to the Commission and to you prior to the Public Hearing.
Attend CPC Public Hearing.	Public Hearing is held approximately 6 weeks after a complete, correct application is received.	Proponents and opponents are allowed to address concerns and issues at the public hearing.
	CPC recommendation is forwarded to the City Council with a suggested hearing date.	The staff report (inc. CPC recommendation) is sent to the City Council. The Council schedules a hearing date.
	Petitioner and those who spoke at the CPC Hearing are notified by the Clerk of Council of hearing	Clerk of Council notifies proponents and opponents of the scheduled hearing date, ~ 10 days prior to hearing.
Attend City Council Public Hearing (City Hall-City Council Chambers).	City Council takes action	If Council votes for denial, the process ends here. If Council votes for approval, the Council will instruct the City Attorney's Office to prepare an ordinance. Once introduced, the ordinance must lay over for 21 days before it can be adopted. After adoption, the Mayor signs the ordinance.
If no site plan or title restriction is required, submit your application for permitting. *If title restrictions are required, submit recorded title restrictions per ordinance to the CPC (and Safety & Permits when applying for permits.)*		
If site plans are required, revised final plans must be submitted to CPC staff within 1 year final ordinance date.	CPC staff verifies compliance, and will approve the drawings.	The final site plans must contain all required information, including all Waivers & Provisos from the Final Ordinance must be listed on the title page.
Take 5 copies of the Final CPC Staff-approved plans for recordation Office of Conveyances.	CPC staff will give the applicant one copy of the approved drawings and the transmittal letter authorizing the recordation to the applicant.	CPC staff will notify the applicant when the final plans have been signed.
After recordation, the applicant must resubmit 1 recorded copy to CPC & Safety & Permits.	CPC staff will collect one (1) copy of the recorded plans.	Once plans have been recorded, the CPC staff is legally authorized to change the Zoning Map.

LAND-USE FEE SCHEDULE

O Zoning Change:
- Lots 0-4,999 sq ft $1,000
- Lots 5,000-24,999 sq ft $2,000
- Lots 25,000-74,999 sq ft $3,000
- Lots 75,000 sq ft or more $4,000

O Conditional Use/Planned Development:
- Structures between 0-4,999 sq ft $1,160
- Structures between 5,000-24,999 sq ft $2,320
- Structures between 25,000-74,999 sq ft $3,480
- Structures of 75,000 sq ft or more $4,640

O Conditional Use Established Two-Family, Multi-Family, and Townhouse Dwellings:
- No increase in floor area $500
- Increase in floor area $700

O Text Amendment: $1,500

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by _____
Sign Provided Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

ATTACHMENTS		TEXT AMENDMENT	ZONING CHANGE	CONDITIONAL USE/PLANNED DEVELOPMENT
	Completed application with all required information & signed by owner or authorized agent.	Required	Required	Required
	Authorization from Property Owner. If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.		Required	Required
	Accurate survey or legal description showing or describing the legal boundaries of the site.		Required	Required
	Photographs of the subject site(s) and building(s).		Required	Required
	Neighborhood Participation Program Documents including NPP summary report, contact list, NPP meeting invitation, NPP comment cards, neighborhood email notices, and meeting sign-in sheet. Refer to the Neighborhood Participation Guide for more information.	Required	Required	Required
	Site Plan of the entire lot(s) showing property lines and all buildings or structures, with distance from property line indicated. All off-street parking areas, driveways, interior streets, paving, mechanical equipment, or other surfaces should be shown and dimensioned on the plans.			Required
	Landscape Plans including the location, quantity, size, name, and condition of all existing and proposed plant materials and trees. All landscaped areas should be shown and dimensioned on the plans. A description of all tree preservation measures on-site and in the public right-of-way should be included.			Required
	Architectural Elevations of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
	Floor Plan(s) of the entire structure(s) showing room use, dimensions, walls, doors, windows, major applicances, plumbing fixtures, stairs, or other egress.			Required
	Recommendations or approvals from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
	Design Advisory Committee (DAC) Recommendation, when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by _____
Sign Provided Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 10555 Lake Forest Blvd, Suite 3-D, New Orleans, Louisiana

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ◉ Agent

Applicant Name Cosmetic Foot Care & Medical Aesthetics Academy LLC

Applicant Address 10555 Lake Forest Blvd, Suite 3-D

City New Orleans State Louisiana Zip 70127

Applicant Contact Number +1 877 236 8575 Email info@cfma.academy

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name PROPERTYDOC LLC

Property Owner Address 10555 Lake Forest Blvd, Suite 3A

City New Orleans State Louisiana Zip 70127

Property Owner Contact Number (504) 231-7147 Email drclark2014@gmail.com

SPECIFIC ZONING REQUEST

Request for Conditional Use approval to operate a vocational and educational training facility within a C-1 General Commercial District, pursuant to Article 15, Section 15.2.A (Table 15-1) and Article 20, Section 20.3.Z of the Comprehensive Zoning Ordinance.

PROPERTY LOCATION

Square Number(s) 600 Lot Number(s) 0.05 acres

Bounding Streets ~~Lake Forest Blvd~~

Zoning C-1 General Commercial District Municipal District District E

Tax Bill Number 39W083521 Planning District 9

DESCRIPTION OF PROJECT (Attachments are acceptable)

Cosmetic Foot Care & Medical Aesthetics Academy LLC proposes to operate a vocational and educational training facility at 10555 Lake Forest Blvd, Suite 3-D, New Orleans, Louisiana. The facility will be used for instructional and hands-on training related to cosmetic foot care and medical aesthetics education. No exterior alterations to the building are proposed. Operations will be conducted entirely within the existing commercial suite. The proposed use requires Conditional Use approval within the C-1 General Commercial District.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by _____
Sign Provided Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date 3/12/26

Agent Signature _____ Date 3/12/26

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 12 day of March, 2026

My Commission expires Lifetime

STATE OF LOUISIANA NOTARY PUBLIC

AMBER HAYDEL
NOTARY PUBLIC
State of Louisiana
Notary ID No. 167623
My Commission is for Life

UNITED STATES OF AMERICA

State of Louisiana

Nancy Landry

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

COSMETIC FOOTCARE & MEDICAL AESTHETICS ACADEMY LLC

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on September 10, 2024,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

September 10, 2024

Nancy Landry

Secretary of State

WEB 46111637K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11931684#CSL73

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

OWNER AUTHORIZATION LETTER
(For City Planning Commission – Land Use / Conditional Use Application)

Date: 03/11/2026

City Planning Commission
City of New Orleans
1300 Perdido Street, 7th Floor
New Orleans, LA 70112

Re: Owner Authorization for Land-Use / Conditional Use Application
Property Address: 10555 Lake Forest Blvd, Suite 3-D
New Orleans, LA 70127

To Whom It May Concern,

I, **Gabrielle Clark** , am the lawful owner (or duly authorized representative of the owner) of the property located at **10555 Lake Forest Blvd, Suite 3-D, New Orleans, Louisiana**, owned by **Property Doc**.

This letter serves as formal authorization for **Cosmetic Foot Care & Medical Aesthetics Academy LLC** to act as the applicant and/or authorized agent for the purpose of submitting and pursuing all necessary **Land-Use and Conditional Use approvals** with the City Planning Commission and any related City of New Orleans departments for the above-referenced property.

Property Doc hereby acknowledges and consents to the proposed use of the property as a **vocational and educational training facility**, requiring **Conditional Use approval within a C-1 General Commercial District**, in accordance with **Article 15, Section 15.2.A (Table 15-1)** and **Article 20, Section 20.3.Z** of the Comprehensive Zoning Ordinance.

This authorization includes consent for Cosmetic Foot Care & Medical Aesthetics Academy LLC to:

- Submit a Land-Use / Conditional Use application;
- Participate in the Neighborhood Participation Program (NPP);
- Attend and be represented at City Planning Commission and City Council hearings, if required;
- Submit all required plans, documents, and supporting materials;
- Communicate with City agencies on behalf of the property owner in connection with this request.

This authorization is granted voluntarily and shall remain valid for the duration of the land-use approval process unless revoked in writing.

Should you require any additional information, please contact me directly.

Sincerely,

Signature of Property Owner / Authorized Representative

Printed Name: Gabrielle Clark
Title (if applicable): _____
Entity: Property Doc
Phone: 504-231-7147
Email: drclark2014@gmail.com

NOTARY ACKNOWLEDGMENT

State of Louisiana
Parish of Jefferson

Sworn to and subscribed before me on this 11th day of March, 2026 by Gabrielle Clark, who is personally known to me or has produced satisfactory identification.

Kim Allemond Cosentino Kim Allemond Cosentino #130559

Notary Public

KIM ALLEMOND COSENTINO NOTARY PUBLIC #130559 STATE OF LOUISIANA

My Commission Expires: with life

City Planning Commission Speaker Card

5

Date : 05/12/26

I would like to speak regarding CPC Docket : 049/26

INFORMATION ONLY

Name: Property Dor / CFMA Academy

Address: 10555 Lake Forest Blvd 70127

☑ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission Speaker Card

671

Date : 5/12/26

I would like to speak regarding CPC Docket : 049/26

IN SUPPORT

Name: Dr. Gabrielle Clark

Address: 10555 lake forest Blvd. ste 3D

☑ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission Speaker Card

#5

Date : 5/12/26

I would like to speak regarding CPC Docket : # ZD49/24

IN OPPOSITION

Name: Yolanda White

Address: 5820 Wright Rd

○ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Yolanda White

City Planning Commission Speaker Card

5

Date : 5/12/26

I would like to speak regarding CPC Docket : 049/26

IN OPPOSITION

Name: Henry King

Address: 5830 Kensington Blvd

☑ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Henry J King

Pg 26 # 13

7/9

672

GENERAL MATTERS & COMMITTEE SPEAKER CARD (please print clearly) Date: 06/24/26

Presiding Officer:
I would like to speak regarding the following item...

Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):

Zoning Docket No. 49/26

Support	Oppose	Info. Only
✓		✓

2026 JUN 24 10:26 AM

Name: Vielka Bowman-Thomas

Address: 10555 Lake forest ste 300

Representing: Property Doc, LLC & CFMA

Remarks:

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

Speaker Rules (Council Rule 47)

Public Comment for each non-land use Council meeting agenda items shall be as follows:

- The Councilmember who is the lead author of the agenda item whereby a vote is taken shall preside over the item. Public comment shall proceed as follows:
  - All public speakers who have properly submitted a comment card and are present in the chamber are afforded an opportunity to speak.
  - Public speakers are limited to two minutes of public comment per agenda item.
  - No ceding of time to another person is permitted.
  - Any accompanying written documentation shall be formally submitted by the public speaker to the Clerk, along with eight copies, for incorporation into the record.
  - No video or audio recordings shall be utilized.
  - The presiding Officer, in consultation with the lead author, may alter these parameters if deemed necessary to afford additional public comment for specific items of importance or concern, subject to appeal and reversal b the majority of the Council. But any revised public speaking rules shall be announced prior to the initiation pf public comment for the item to afford all speakers equal opportunity to address the Council.

The provisions of this regulation do not apply to land use matters on the agenda, which are covered by the provisions of Rule 10.1(B).

I hereby affirm that the written or oral statements I give before the City Council or any Council Committee thereof will be true and correct. By ascribing my signature below, ***I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.***

Signature of Speaker

☐ ***Please check if you are a paid representative or receiving <u>any</u> type of compensation or thing of value in exchange for speaking or attending today. (In accordance with Rule 49)***

MOTION

NO. M-26-296

CITY HALL: July 23, 2026

BY: COUNCILMEMBER HUGHES

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the City Planning Commission's report and recommendation of **approval** subject to two provisos, related to **ZONING DOCKET 049/26** initiated by Propertydoc, LLC, requesting a conditional use to permit a Vocational Educational Facility in a C-1 General Commercial District for the property located at Square Deer Park, Section 24, Building #3, Unit 3D, Lot 3BBB, in the Third Municipal District, bounded by Lake Forest Boulevard, Deer Park Boulevard, Deer Trail and Farrar Canal, bearing municipal addresses 10555 Lake Forest Blvd – Suite 3D, is hereby received and the request is **APPROVED** as recommended by the City Planning Commission.

BE IT FURTHER MOVED, that the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission
Preliminary Staff Report
Tuesday, June 9, 2026

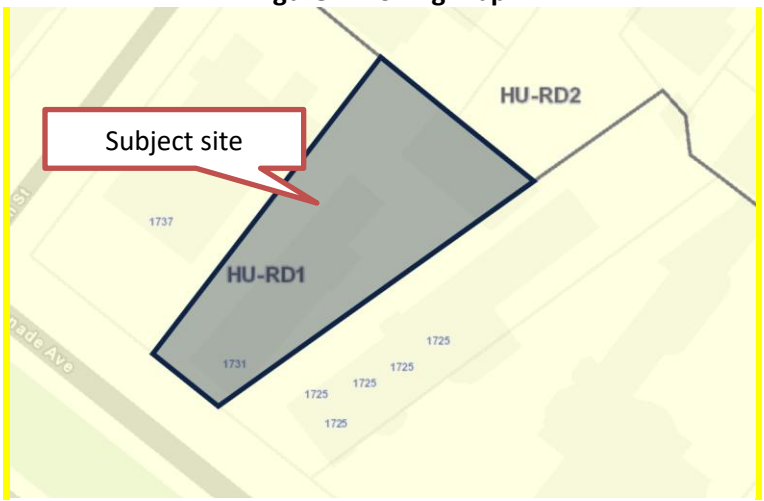
Zoning Docket 050-26
Prepared by: Valerie McMillan
Date: 05/05/2026
Deadline for CPC action: 07/11/2026
CC Deadline: 60 days from receipt
City Council District: C – Freddie King

Applicant: Esplanade Ventures, LLC
Request: Zoning change from an HU-RD1 Historic Urban Two-Family Residential District to a HU-RM1 Multi-Family Residential District and a conditional use to permit a principal bed and breakfast.
Property Description: Square 761, Lot B, in the Third Municipal District, bounded by North Roman Street, Esplanade Avenue, North Derbigny Street and Kerlerec Street.
Address: 1731 Esplanade Ave.

Description

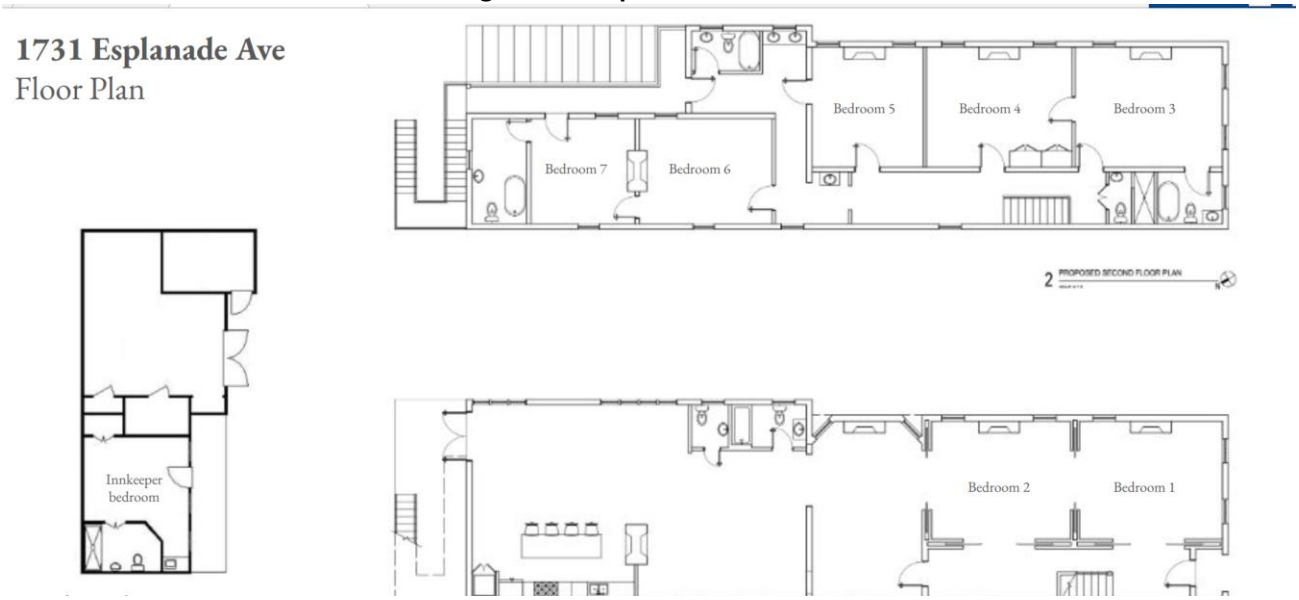
The petitioned site is located along the Esplanade Ave. corridor. The site is improved upon with a two-story, multi-family residence, with a floor area of 4,092 square feet. The applicant proposes utilizing the site as a principal bed and breakfast with seven guestrooms, instead of the existing accessory bed and breakfast that currently utilizes five guestrooms. There is also a full-time caretaker on site, that utilizes an eighth guestroom. While accessory bread and breakfast uses are allowed through the conditional use process in HU-RD1 Districts, principal bread and breakfast uses are not allowed as permitted or conditional in those Districts. Principal bed and breakfast uses are conditional uses in the HU-RM1 Multi-Family Residential District, which triggers the rezoning request.

Figure 1: Zoning Map



Source: PropertyViewer

Figure 2. Proposed Site Plan



Source: provided by applicant

Reason for Commission Review

The City Planning Commission is required to make a recommendation on all requests for zoning map amendments prior to City Council action, in accordance with **Article 4, Section 4.2.D.3** Action by City Planning Commission of the Comprehensive Zoning Ordinance.

Per **Article 12, Section 12.2, Table 12-1**, principal bed and breakfast uses are conditional in the HU-B1A Neighborhood Business District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis – Zoning Change

Background

The site's zoning and land use history is as follows, based on the City Planning Commission's records.

Zoning:
1929 – B Multi-Family Residential
1953 – B Two-Family Residential
1970 – RM3 Multi-Family Residential
Current – HU-RD1 Historic Urban Two-Family Residential District

Land Use:
1929 – Single-Family Residential
1949 – Multiple Family Residential
1999 – Residential Single/Two Family[1]

[1] The 1999 Land Use Plan presented a generalized indication of land uses, and was not lot-specific, so it does not necessarily indicate the use of this particular property in 1999.

Purpose of the rezoning

This proposal is to allow the expansion of an existing accessory bed and breakfast, which can utilize up to five bedrooms to a principal bed and breakfast, to utilize each of the seven existing guest rooms. No additions or alterations to the site or building façade are proposed. While accessory bed and breakfast uses are allowed through the conditional use process in HU-RD1 Districts, principal bed and breakfast uses are not allowable as permitted or conditional in those Districts. Principal bed and breakfast uses are conditional uses in the HU-RM1 Multi-Family Residential District, which triggers the rezoning request.

Anticipated impact on surrounding land uses

The anticipated impact of the requested zoning change from a Zoning change from an HU-RD1 Historic Urban Two-Family Residential District to a HU-RM1 Multi-Family Residential District would slightly intensify the use of the site, and could allow group homes or adult day care facilities, in addition to multi-family dwellings.

Spot zoning policy

The request is a spot zone based on the Commission's definition of spot zone in its Administrative Rules, Policies, & Procedures document.[2] This proposal is a spot zone, as it would convert a two-family residentially zoned HU-RD1 site into a multi-family zoned HU-RM1 Multi-Family Residential District site.

The terms "spot zone" and "spot zoning" refer to zoning changes which have the effect of singling out a lot or other relatively small tracts of land for treatment different from similar surrounding parcels. These zoning changes have the effect of granting preferential treatment to those spot zoned parcels which is not also granted to similar surrounding properties. Due to this preferential treatment, the Commission is generally not supportive of spot zoning.

Spot zoning can include the establishment of a new zoning district for a single property (or relatively small number of properties), as well as the expansion of an existing zoning district when the expansion has the effect of granting a certain property (or small number of properties) preferential treatment that is not also granted to surrounding similarly situated properties. As a policy, the City Planning Commission will generally object to requests for spot zones. (However, in some instances, the City Planning Commission will be supportive of spot zones that are supported by the Historic Non-Conforming Use Policy.

<u>General</u>

A. The request is consistent with the Plan for the 21st Century*.*
B. The petition is in harmony with the historic character of the surrounding neighborhood.
C. The request serves a neighborhood need.
D. The property has a history of non-residential use.

[2] See pages 52-54 of the City Planning Commission's Administrative Rules, Policies, and Procedures, available at: https://nola.gov/city-planning/rules-and-regulations/rules-regulations-documents/2014_05_19_final_rules_document/

Specific

Historically commercial properties are often developed with the following characteristics:
a. The building is built to the sidewalk and frames the corner.
b. The building entrance is visible from both streets, typically at an angle at the corner.
c. The building has an overhang, gallery, balcony, or canopy over the sidewalks.
d. The building has display windows, rather than large blank walls.

The spot zoning policy is designed to evaluate the appropriateness of a rezoning of one single parcel from a residential to a commercial district, by analyzing the physical nature of the building and history of commercial use, which is not the case here since the proposal is to go from one residential district to another. While the criteria do not apply to the proposal, staff still believes it's a spot zone since it singles out one parcel for different treatment than all the other surrounding properties.

The petitioned zoning classification must be the most restrictive available to accommodate the class of uses to serve the neighborhood.

This criterion is met. A HU-RM1 Multi-Family Residential District and not the originally proposed HU-B1A District would be the most restrictive available to allow a principal bed and breakfast at the site.

The request to change the zoning from an HU-RD1 Historic Urban Two-Family Residential District to an HU-RM1 Multi-Family Residential District cannot be justified under the Historic Non-Conforming Use Policy. The proposal would not be harmonious with the character of the surrounding neighborhood, which historically featured single and two-family residential uses with commercial uses interspersed.

Evaluation of approval standards – Zoning Change

The City Planning Commission recommendation and the City Council decision on any zoning text or map amendment are matters of legislative discretion. In making their recommendation and decision, the City Planning Commission and the City Council shall consider the standards contained in **Article 4, Section 4.2.E Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed amendment is compatible with the Master Plan and Future Land Use Map.
This standard is not met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Master Plan if it furthers, or at least does not interfere with, the goals, policies, and guidelines outlined in Chapter 13: Land Use Plan of the Master Plan, and is compatible with the uses, densities, and intensities of the designation of its site on the future land use map. “Chapter 13: Land Use Plan” of the Master Plan designates the future land use of the petitioned site as “Residential Low Density Pre-War”. The goal, range of uses, and development character for that designation is copied below:

Residential Low Density Pre-War

Goal: Preserve the scale and character of pre-war (WWII) residential neighborhoods of lower density where the predominant use is single and two-family residential and allow for compatible infill development. Discourage the development of additional multifamily housing that is out of scale with existing character.

Range of Uses: New development generally limited to single, two-family, and new or existing multi-family dwellings that are compatible with the scale and character of the surrounding residential neighborhood, especially when located in proximity to major transportation corridors. Businesses, traditional corner stores, and mixed use may be allowed where current or former commercial use is verified. Agriculture, storm water management, and supporting recreational and community facilities (e.g. schools and places of worship) also allowed. Conversion to multifamily, neighborhood-serving commercial or mixed-use may be allowed for historical institutional or other non-residential structures.

Development Character: New development will fit with the character and scale of surrounding residential neighborhoods where structures are typically located on smaller lots and have minimal front and side setbacks. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed zoning change is **inconsistent** with the goal for the Residential Low Density Post-War FLUM category as it generally suited for single, two-family development with instances of neighborhood serving retail.

The proposed amendment is compatible with the place designations of this Ordinance.

This standard is met.
While the requested zoning change would change the site from a two-family residential zoning residential to a multi-family zoning, the site would remain within the Historic Urban neighborhood place designation.

The proposed amendment is compatible with existing use and zoning of nearby property.

This standard is not met.
The site is currently developed with an accessory bed and breakfast establishment with five bedrooms. The zoning change and conditional use would allow the site to become a principal bed and breakfast with seven guest rooms, which is in line with the existing use of the site. However, the multi-family zoning designation would be out of scale with the surrounding residential zoning, creating a spot zone.

The proposed amendment promotes the public health, safety and welfare of the City.

This standard is not met.
The proposed use is an expansion of the existing accessory bed and breakfast. While the proposal does not call for any alterations or additions to the building, the addition of additional guest rooms could encourage a greater influx of tourists and noise to the residential area.

The proposed amendment is a more suitable zoning classification for the property than the current classification.

This standard is not met.
The site is already operational as an accessory bed and breakfast in the HU-RD1 District. The proposal will upzone the site and allow more intensive commercial uses to operate at the site.

Based upon the length of time that the property in question has been vacant, the proposed amendment is a more suitable zoning classification for the property than the current classification considered in the context of development in the area where the property is located.

This standard is not met.
The site is not vacant and is currently operational as a bed and breakfast.

The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.

This standard is not met.
The proposed amendment does not reflect an error or change in policy, in that it is proposing to change the zoning district to serve a singular owner.

The proposed amendment benefits the citizens of the City as a whole.

This standard is not met.
The request is to allow the expansion of an existing bed and breakfast establishment, which will benefit its singular owner. It will not provide much-needed housing or otherwise benefit the City as a whole.

The proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Master Plan.

This standard is not met.
The amendment will not support the overall intent of the zoning ordinance and Master Plan. The zoning change request will up zone the site in a way to encourage more commercial development that's less amenable to nearby residential development.

The proposed amendment does not create a significant number of nonconformities.

This standard is met.
The amendment would not create any nonconformities.

The proposed amendment is compatible with the trend of development, if any, in the general area of the property in question.

This standard is met.
The area surrounding the petitioned site includes historic residential uses with neighborhood commercial establishments intermixed on corner lots that have historically been developed with small commercial structures. Though the proposal could allow the site to be utilized as a more intensive residential uses even the request would not alter the design of the structure or be out of scale and character with the surrounding neighborhood.

Evaluation of approval standards – Conditional Use

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional

use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.	
Not Met	The Master Plan identifies the subject site as Residential Low Density Pre-War, where the goal is to support neighborhood serving retail to support single and two-family residential uses. A principal bed and breakfast does not fall into the range of uses intended for this area.
The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.	
Met	The subject site is located within the HU-RD1 District where the proposed principal bed and breakfast site is currently operational as an accessory bed and breakfast. The proposal is not a permitted or conditional use in the current HU-RD1 District but would be appropriate in the proposed HU-RM1designation.
The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.	
Met	The site currently meets the use standards for bed and breakfast accessory standards and would need to meet bed and breakfast principal standards, provided that this request be approved. The bed and breakfast principal standards are provided below. a. Proof of operator occupancy shall be established by submission of at least three (3) pieces of proof of residence to the Department of Safety and Permits. b. All signs shall comply with applicable sign regulations for the zoning district. c. The bed and breakfast is limited to a maximum of nine (9) units for overnight accommodation. d. Cooking facilities are prohibited in individual guest rooms. e. If the zoning district allows restaurants, meals may be served to guests other than those registered with the bed and breakfast, provided the facility meets all other applicable city and state codes for food service. f. Leasing of common areas for social events shall be allowed, provided the facility meets all applicable off-street parking

	requirements and complies with the noise ordinance and all other provisions of the City Code. g. In residential districts and HU-B1A Neighborhood Business District, HU-B1 Neighborhood Business District, HU-MU Neighborhood Mixed-Use District, S-LM Lake Area Marina District, MU-1 Medium Intensity, Mixed-Use District, and MU-2 High Intensity Mixed-Use District, only one (1) Accessory Bed and Breakfast, one (1) Principal Bed and Breakfast, or one (1) Non-Commercial Short Term Rental is permitted within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots not fronting the public right of way.
The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.	
Met	The proposed use includes the utilization of each of the seven existing guestrooms into commerce and does not call for any alterations or additions to the building façade.
Any variance of zoning standards meets the approval standards of Section 4.6.F[3].	
Met	Staff is unaware of any variances currently proposed for this request. Any site deficiencies will be evaluated as part of Safety and Permits' review.
The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.	
Not Met	This standard is not met. The proposal would intensify the use of the site to allow seven guestrooms instead of five. According to the applicant's NPP summary report, the applicant has already been renting all seven of the rooms, with neighbors reporting noise disturbances from parties at the site. The continued allowance of the renting of all seven of the guest rooms could further exacerbate this issue.

Additionally, City Council motion M-25-530, which created Transient Lodging Interim Zoning District, requires that applications for transient lodging facilities be evaluated against the following additional approval standards.

Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?
Staff is unable to forecast the future use of this property, as that will be determined by market forces. As the site will be utilized as a bed and breakfast, conversion into long-term housing would be possible as infrastructure will already be in place to better support residential uses.
Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
The proposed principal bed and breakfast will not reduce the amount of long-term housing as the site

[3] Article 4, Section 4.6.F Approval Standards

already operates as an accessory bed and breakfast.

Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?

Yes. The site block is bounded by Esplanade Ave., N. Roman St., N. Derbigny St. and Kerlerec St. A transit stop for the Esplanade Ave. bus is located at the corner of Esplanade Ave. and Claiborne Ave.

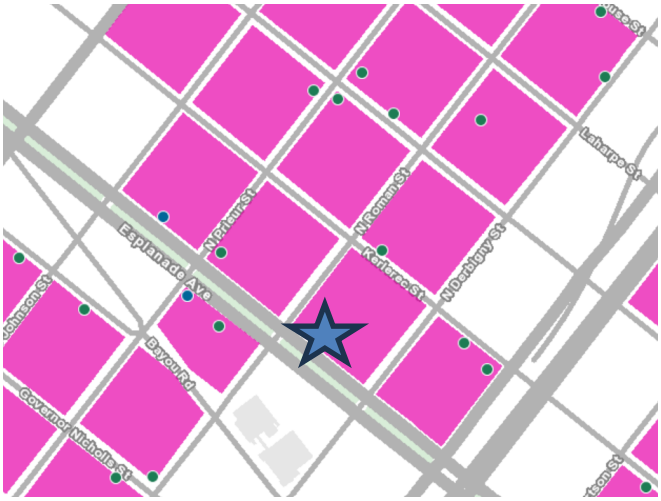
Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?

A Zoning Violation letter was issued March 24, 2026, reporting the illegal use of the site, operating with more than 5 bedrooms and advertised as a whole home rental (24-07603-ILGUS). It has not been adjudicated, as the applicant is pursuing this zoning change and conditional use application to get into compliance.

How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?

Per the Short-Term Rental Administration's Registry of Short-Term Rentals[4] (see Figures 2 and 3), there are several transient lodging uses within 1,000 feet of the subject property.

Figure 2: Hotels Motels BBs within 1000 feet



(Source: Short Term Rental Administration)

[4] Short Term Rental Administration's Registry of Short-Term Rentals

Figure 3: Short Term Rentals within 1000 feet

Staff Recommendation

The staff recommends **DENIAL** of both the Zoning change from an HU-RD1 Historic Urban Two-Family Residential District to a HU-RM1 Multi-Family Residential District and a conditional use to permit a principal bed and breakfast.

CITY PLANNING COMMISSION MEETING (May 12, 2026)

Staff presented staff's recommendation of denial as well as the applicant's request for deferral and change of the zoning change request. Staff stated that the applicant had been informed that a zoning change to an HU-RM1 Multi-Family Residential District would be the least intensive designation for the applicant to be able to operate a principal bed and breakfast, as part of the conditional use process. Staff also stated that a change of request to the HU-RM1 designation would not change staff's recommendation. Staff shared that the applicant would like to defer this request to the June 9th hearing, to allow time to update the request to allow for a zoning change to the HU-RM1 multi-family designation.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 050-26 IS HEREBY RECOMMENDED FOR DEFERRAL, TO BE HEARD AT THE JUNE 9, 2026, CITY PLANNING COMMISSION PUBLIC HEARING.

YEAS: Flick, Jackson, Jordan, Joshi-Gupta, Hebert, Kepper, Steeg,

NAYS: Witry

ABSENT: Poche

CITY PLANNING COMMISSION MEETING (June 9, 2026)

Staff summarized the application and presented staff's recommendation of denial. The applicant's representative spoke in support of the request. There was public comment in opposition of this request.

Commissioner Steeg made a motion for denial, which was seconded by Commissioner Joshi-Gupta and unanimously adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 050-26 IS HEREBY RECOMMENDED FOR DENIAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Flick, Jackson, Jordan, Joshi-Gupta, Hebert, Kepper, Poche, Steeg, Witry

NAYS:

ABSENT:

City of New Orleans Property Viewer
1731 ESPLANADE AVE, LA, 70116

Property Information

Building Number

Unit Number

Site Address
1731 ESPLANADE AVE, LA, 70116

First Owner Name
ESPLANADE VENTURES LLC

Second Owner Name

Mailing Address
ETAL, 7835 MAPLE ST

Mailing City
NEW ORLEANS

Mailing State
LA

Mailing Zip 5
70118

Mailing Zip +4

Use Code

Property Description
SQ 761 LOT B ESPLANADE 35 OVER 70 X 164 OVER 158 SGLE 2/ST 2/APTS 18/RMS A/R E REC

GeoPIN
41078290

Tax Bill ID
37W108803

Lot
B

Square

BLOCK
761

PARID
1731-ESPLANADEAV

Parcel Area (sq.ft.)
8453

Parcel Dimensions (ft.)
35x70x164x158

Assessor Records and Sales/Transfer Information (https://beacon.schneidercorp.com/Application.aspx?AppID=979&LayerID=19792&PageTypeID=4&PageID=8663&Q=1886938444&KeyValue=1731-ESPLANADEAV)

Zoning

Zoning District
HU-RD1

Zoning Description
Historic Urban Two-Family Residential District (http://czo.nola.gov/article-11/)

Uses
Permitted and Conditional Uses (http://czo.nola.gov/article-11#11-2)

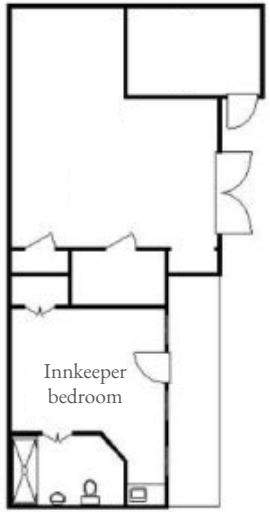
Future Land Use

Future Land Use
RLD-PRE

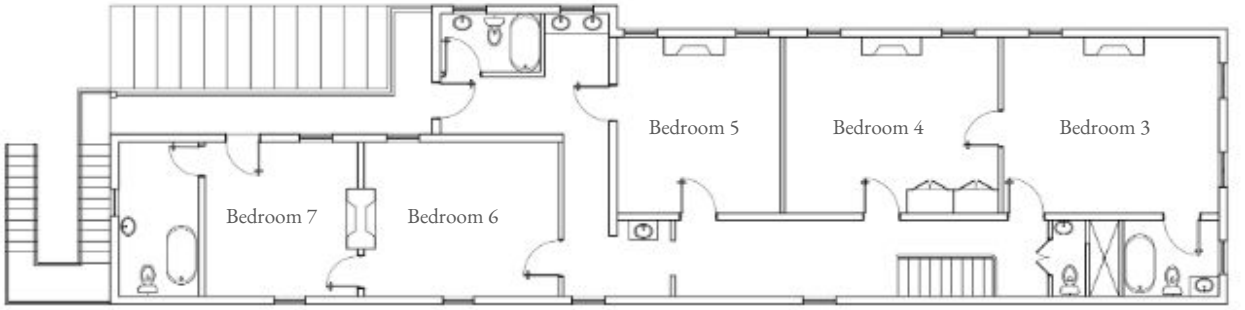
Future Land Use Description
Residential Low Density Pre-War (https://masterplan.nola.gov/volume-2/13/#2-13-c)

1731 Esplanade Site Plan

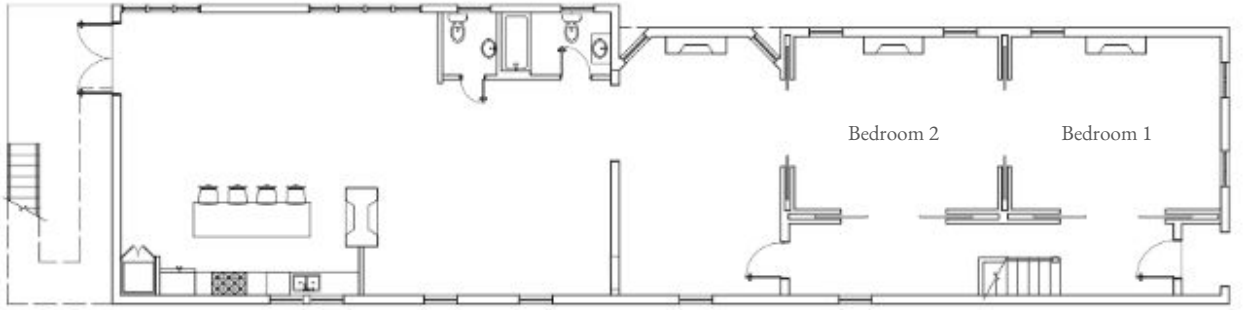
1731 Esplanade Ave
Floor Plan



Innkeeper's suite/Guest House



2 PROPOSED SECOND FLOOR PLAN



1 PROPOSED FIRST FLOOR PLAN

AN APPLICATION HAS
BEEN FILED FOR A
CHANGE AFFECTING
THIS PROPERTY'S
ZONING.

ZACH SMITH
CONSULTING & DESIGN

NPP Community Meeting Invitation (Zoning Change & Conditional Use)

September 18th, 2025

Dear Neighbor:

On behalf of our client, Esplanade Ventures LLC, we are applying for a zoning change and conditional use for the property located at 1731 Esplanade Ave. to permit a 7-guest bedroom Principal Bed & Breakfast. This property is currently licensed as an accessory Bed & Breakfast even though there are 7 guest bedrooms. There will be no renovations taking place. This request is to allow the B&B to be used as is with 7- bedrooms. The innkeeper's bedroom is the 8th bedroom but is not for rent.

The current zoning district is HU-RD1, Historic Urban Two-Family Residential Zoning District which according to the use table in Article 11, Section 11.2 (Table 11-1), does not permit a Principal B&B. The Zoning District we are requesting the property to be changed to is HU-B1A, Historic Urban Neighborhood Business Zoning District which according to Article 12, Section 12.2 (Table 12-1) a Bed & Breakfast – Principal is a conditional use. The property has operated as a Bed and Breakfast for many years. The owners would like to operate the B&B as a Principal Bed & Breakfast with a live-in innkeeper to utilize the 7 bedrooms for guests. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 1731 Esplanade Ave. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Zoning Change and Conditional Use for the 7-guest bedroom Principal Bed & Breakfast. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand. This letter is being delivered through U.S. Mail. E-mail and/or through hand delivery.

The meeting will take place**: Tuesday, October 7th at 5:30pm at 1731 Esplanade Ave, New Orleans, LA 70116.**

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "1731 Esplanade Ave" in the subject line.

Sincerely,

R. Loesel

Ron Loesel (ron@zachsmithconsulting.com) |Permit Liaison | Zach Smith Consulting & Design | 504-383-3748

www.zachsmithconsulting.com

1731 Esplanade Ave.

ZACH SMITH
CONSULTING & DESIGN

1731 Esplanade Ave. Re-Zoning & Conditional Use Meeting Summary Report

Date of Report: October 8, 2025

Project Name: 1731 Esplanade Ave.

Overview: This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 1731 Esplanade Ave. We are applying for a zoning change and conditional use for the property located at 1731 Esplanade Ave. to permit a 7-guest bedroom Principal Bed & Breakfast. This property is currently licensed as a Bed & Breakfast even though there are 7 guest bedrooms. There will be no renovations taking place. This request is to allow the B&B to be used as is with 7- bedrooms. The eighth bedroom belongs to the innkeeper and is not available for rent. The current zoning district is HU-RD1, Historic Urban Two-Family Residential Zoning District which according to the use table in Article 11, Section 11.2 (Table 11-1), does not permit a Principal B&B. The Zoning District we are requesting the property to be changed to is HU-BIA, Historic Urban Neighborhood Business Zoning District which according to Article 12, Section 12.2 (Table 12-1) a Bed & Breakfast — Principal is a conditional use. The property has operated as a Bed and Breakfast for many years. The owners would like to operate the B&B as a Principal Bed & Breakfast with a live-in innkeeper to utilize the 7-bedrooms for guests. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-ins lists, petitions, letters, summary sheets, and other materials are attached.

Contact: Ron Loesel; 1000 S Norman C Francis Pkwy, New Orleans, LA 70125; 504-383-3748; ron@zachsmithconsulting.com

Neighborhood Meetings: The following date and location of the meeting where citizens were invited to discuss the applicant's proposal.

1) Tuesday October 7, 2025, at 5:30pm at 1731 Esplanade Ave, New Orleans, LA 70116. There were 8 people in attendance – 2 neighbors, 2 ZSCD employees, and 4 Stay Heirloom employees.

Correspondence and Telephone Calls:

1) Wednesday September 18th, 2025 – letters mailed or emailed to contact lists, including homes, apartments, and neighborhood associations.

Results: There were 189 people/groups/addresses invited to the community meeting. Please see the meeting minutes attached.

1) Summary of questions, concerns, issues, and problems:
    a. Late night noise & potential issues with noise with increased density, 24/7 contact for someone on site or with Heirloom to report issues, previous problems with landscaping and renovation work.
2) How questions, concerns, issues, and problems will be addressed:

a. Phone numbers and emails were given to the neighbor who had issues with noise in the past. There is a 24/7 phone line with a person always manning the line for the neighbor to call if there are any issues with the guests or property. There is also a security guard who patrols their sites and can be called out if needed. Heirloom is going to coordinate with the neighbor regarding previous issues damaging their landscaping and fix anything needed for the neighbor's property. Possible monthly check-in will be scheduled if neighbor wishes. The property will remain a B&B but wants to ensure their relationships with the neighbors are good and the neighbors feel like they can contact anyone at any time to resolve any issues.

3) How questions, concerns, issues, and problems will continue to be addressed:
    a. The attendees were given contact information for Ron Loesel and multiple Heirloom contacts and told to contact us via email or phone call if there are any other questions, concerns, issues, or suggestions. The attendees will be contacted by ZSCD with the information from the NPP meeting (if they gave their email address, which they were encouraged to do on the sign-in sheet). They were also told about the process of the CPC meeting and City Council meeting and told that these were open to the public and to attend if they wanted to engage in the public comment at these meetings.

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: Oct 7 2025 @ 5:30pm

Meeting Location: 1731 ESPLANADE

Project Name/Address: 1731 ESPLANADE

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
Jordan Jacobs		1725 esplanade	New Orleans	321 438 4937	jacobsjordanme@gmail.com
[illegible]		1737 Esplanade Ave	NOLA		pirel@[illegible]th.com

NPP AGENDA

1731 Esplanade Ave.
Date: Oct 7, 2025
Location: 1731 Esplanade Ave
Time: 5:30PM

I. Welcome

- Introduction
- Discussion of required NPP Documents

II. Description of the Project

- Zoning Change Request and CZO documentation
- Conditional use to permit a Principal B&B
- No additions or changes to the floor plan

III. Public Comment

- Comment Cards/Additional comments

IV. Summary

- Review of comments and suggestions from NPP Meeting

V. Next Steps

- Application submittal
- City Planning Commission and City Council Hearings

ZACH SMITH CONSULTING & DESIGN

Ron Loesel <ron@zachsmithconsulting.com>

1731 Esplanade NPP Invitation

Ron Loesel <ron@zachsmithconsulting.com> Thu, Sep 18, 2025 at 9:19 AM
To: CPCINFO <cpcinfo@nola.gov>, ERTCA <ERTCA@yahoogroups.com>, lebranelegacyfoundation@yahoo.com, 7thwardassoc@gmail.com, Eugene J Green <Eugene.Green@nola.gov>
Cc: "Robin C. Jones" <rcjones@nola.gov>, Sandra G Thomas <Sandra.Thomas@nola.gov>, Monique N Green <Monique.Green@nola.gov>, Ron Loesel <ron@zachsmithconsulting.com>, Laura Barth <laura@zachsmithconsulting.com>

Good Morning,

Please see the attached NPP invitation for the property located at 1731 Esplanade Ave. which was mailed by first class mail today.

Thanks,

Ron

--
Ron Loesel
504-377-9188

Ron Loesel
Governmental Affairs
Lead Consultant
Zach Smith Consulting
O: (504)-377-9188
E: Ron@zachsmithconsulting.com
W: zachsmithconsulting.com
1000 S Norman C Francis Pkwy

Sign up for weekly Land Use Updates

TAKE NOTE NOLA ZACH SMITH CONSULTING & DESIGN

1731 Esplanade NPP Invite 9.18.25.pdf
573K

ZACH SMITH CONSULTING & DESIGN

Ron Loesel <ron@zachsmithconsulting.com>

1731 Esplanade NPP Invitation

Sandra G Thomas <Sandra.Thomas@nola.gov> Thu, Sep 18, 2025 at 9:34 AM
To: Ron Loesel <ron@zachsmithconsulting.com>

Received.

Best,

Sandra G. Thomas

Chief of Staff

New Orleans City Council, District D

1300 Perdido Street, Room 2W20

New Orleans, LA 70112

(504)658-1044/1046

sandra.thomas@nola.gov

From: Ron Loesel <ron@zachsmithconsulting.com>
Sent: Thursday, September 18, 2025 9:19 AM
To: CPCINFO <CPCINFO@nola.gov>; ERTCA <ERTCA@yahoogroups.com>; lebranelegacyfoundation@yahoo.com; 7thwardassoc@gmail.com; Eugene J Green <Eugene.Green@nola.gov>
Cc: Robin C. Jones <rcjones@nola.gov>; Sandra G Thomas <Sandra.Thomas@nola.gov>; Monique N Green <Monique.Green@nola.gov>; Ron Loesel <ron@zachsmithconsulting.com>; Laura Barth <laura@zachsmithconsulting.com>
Subject: 1731 Esplanade NPP Invitation

Good Morning,

Please see the attached NPP invitation for the property located at 1731 Esplanade Ave. which was mailed by first class mail today.

Thanks,

Ron

ZACH SMITH
CONSULTING & DESIGN

NPP Community Meeting Invitation (Zoning Change & Conditional Use)

September 18th, 2025

Dear Neighbor:

On behalf of our client, Esplanade Ventures LLC, we are applying for a zoning change and conditional use for the property located at 1731 Esplanade Ave. to permit a 7-guest bedroom Principal Bed & Breakfast. This property is currently licensed as an accessory Bed & Breakfast even though there are 7 guest bedrooms. There will be no renovations taking place. This request is to allow the B&B to be used as is with 7- bedrooms. The innkeeper's bedroom is the 8th bedroom but is not for rent.

The current zoning district is HU-RD1, Historic Urban Two-Family Residential Zoning District which according to the use table in Article 11, Section 11.2 (Table 11-1), does not permit a Principal B&B. The Zoning District we are requesting the property to be changed to is HU-B1A, Historic Urban Neighborhood Business Zoning District which according to Article 12, Section 12.2 (Table 12-1) a Bed & Breakfast – Principal is a conditional use. The property has operated as a Bed and Breakfast for many years. The owners would like to operate the B&B as a Principal Bed & Breakfast with a live-in innkeeper to utilize the 7 bedrooms for guests. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 1731 Esplanade Ave. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Zoning Change and Conditional Use for the 7-guest bedroom Principal Bed & Breakfast. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand. This letter is being delivered through U.S. Mail. E-mail and/or through hand delivery.

The meeting will take place: **Tuesday, October 7th at 5:30pm at 1731 Esplanade Ave, New Orleans, LA 70116.**

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "1731 Esplanade Ave" in the subject line.

Sincerely,

R. Loesel

Ron Loesel (ron@zachsmithconsulting.com) | Permit Liaison | Zach Smith Consulting & Design | 504-383-3748

www.zachsmithconsulting.com

1731 Esplanade Ave.

1731 Esplanade Ave

10/7/25; 5:30PM

NPP Notes

Start time: 5:35pm

8 people in attendance including RL, LB, and property management.

RL – introduction – Zach Smith Consulting and Design – architecture, permitting, and consulting. Required documents to go over for the NPP meeting: 1) Agenda – lays out the details for this meeting, 2) City Online Tools – Assessor's office – find out information about properties, Nola.gov, NoticeMe – sign up for alerts/information on what is going on in your neighborhood or district or all over the city, OneStop – permitting, licensing, violations, and other applications on properties, City Planning Commission – can find reports on applications – for this application we will submit our application and report and the city planner assigned will create their own report, CZO – everything we do is based on the Comprehensive Zoning Ordinance. The CZO tells us what is permitting, conditional, and information on what is allowed. PropertyViewer – go type in your address and it will pull up a map, there are tabs with the zoning, lot information, etc. 3) NPP Letter – should have received this in the mail, 4) Now we get to the project – local owners, headquartered here in New Orleans. They purchased this house years ago as a B&B and it has been a B&B since 1992. It is an established use. When the current owners purchased this property, they started renting with the amount of bedrooms in the property. There are 2 types of B&B – Accessory and Principal. Accessory can rent up to 5 rooms, but this single-family home has 7 bedrooms. So, it does not have the proper license to rent the number of rooms the house has. There is no work to be done. They just want to rent the 7 rooms on property. There is an 8th room for the inn keeper – Ella.

RL – This property is zoned HU-RD1 – does not allow for a principal B&B. The appendix shows that the future land use map does allow for a zoning change to certain other zoning districts. What we are asking for is not crazy, we are asking for what is allowed to be changed.

RL – For the zoning change, we are asking for the most restrictive zoning district, HU-B1A – in order to apply for a Principal B&B as a Conditional Use. RL goes over the HU-B1A zoning district permitted and conditional use table. You can see the principal B&B is a conditional use. P means permitted – you can do it by right. C – conditional use and that is why we are here today. We have to go through this process. All B&B's now have to go through a conditional use process

RL reads the purpose of the HU-B1A Zoning District.

We are asking for this zoning change to be least restrictive zoning district it can be so the owners can rent out the 7 bedrooms. There are also standards for B&B (Principal) – RL reads the standards from the CZO.

RL introduces Ella, the operator, who lives on site.

To recap, the owners can legally have 5 rooms, they have been renting 7 rooms, but according to the CZO we need this CU to rent the other 2 rooms. We are trying to correct the record, so it is properly identified as a 7-bedroom B&B.

Highlight again – no expansion, no construction, just going through the process to correct the record to allow for 7 rooms to be rented. We are happy to give a tour of the property.

RL – Questions? Ron gives his business card to the 2 neighbor attendees so anyone can reach him if they have a question or comment after the meeting.

Jordan Jacobs who manages the property next door but does not live there – We are going to oppose this based on concerns of noise with the pool. Increased occupancy will lead to larger parties and people outside that could be more disruptive to the house next door.

RL – I would like to say that they have been renting out 7 this whole time so there is no change to the building.

Emily – B&B can increase occupancy because the B&B don't have an occupancy max so we can increase the occupancy, and I would not say that is direct correlation with noise.

Bernadette Neighbor – live next door – it is getting challenging having your organization as a neighbor. It has been very challenging. Felt disrespected with your roof change. The workers said that the owners gave them permission to throw everything into their yard. I would love to have a relationship with my neighbors as I have lived here for 30+ years. I would love to support this but after the previous interactions I don't think I can support. There are tree limbs in my yard and no one has ever reached out.

Emily – regardless of what happens here – Emily gives her a point of contact, gives Bernadette her number and the 24/7 hotline. Also, the owners did not give permission for items to be thrown into your yard – that was the workers. We are so sorry this happened to you.

Bernadette Neighbor - There have been parties and I am extremely understanding.

Emily – you have that right and you can call us anytime there are issues.

Bernadette Neighbor - There are 4 neighbors, and it is so easy to reach out and I don't think it has happened.

Emily – We have a relationship with Wanda, but we obviously have not put forth all the effort for you. I am very committed to being a good neighbor. I own a home here.

Bernadette Neighbor – not a good experience at all.

RL – Would you be open to a set once a month a time for Heirloom to reach out to you?

Bernadette Neighbor – why not? But if there is no one I can reach out to. I am surprised there is someone who lives here.

RL – thanks for sharing because these are issues the owner was not aware of. When you reach out, they can be resolved. But now you have people who are listening and care and I apologize for this happening to you.

Emily – I will send someone to clean up any landscaping issues.

RL – Any other questions or concerns?

Bernadette Neighbor – if someone is on site then gauging the noise should be a part of their job. 4 o'clock, 3:30 in the morning and I have to deal with the noise. My bedroom is downstairs, but the noise is at such an hour.

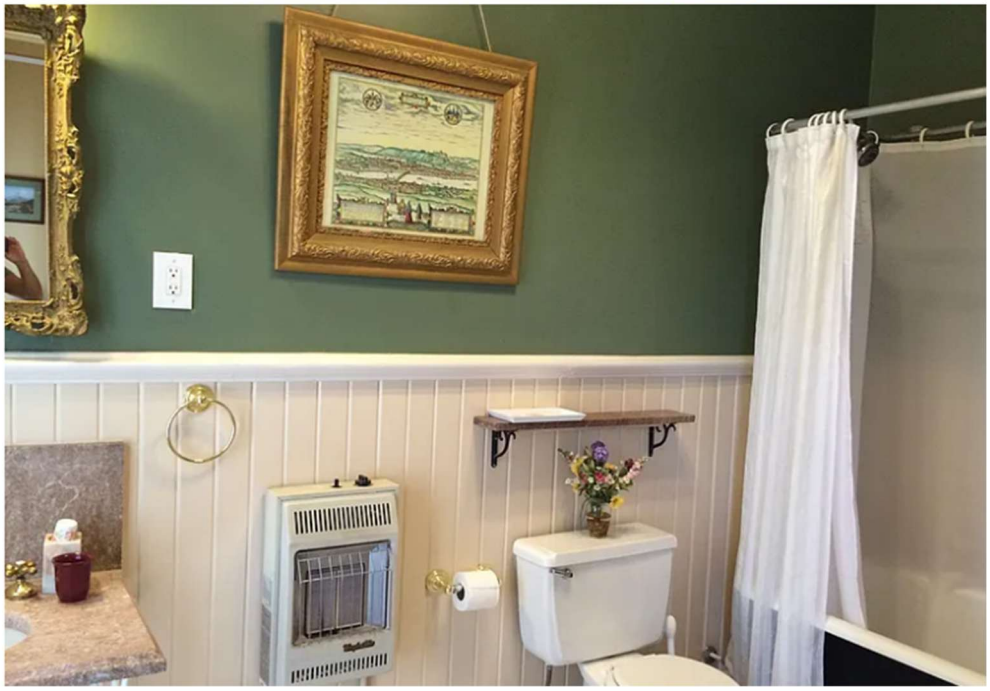
RL – Heirloom does have 24-hour security. There is a noise monitor in the property, and they get a call when the noise is too loud.

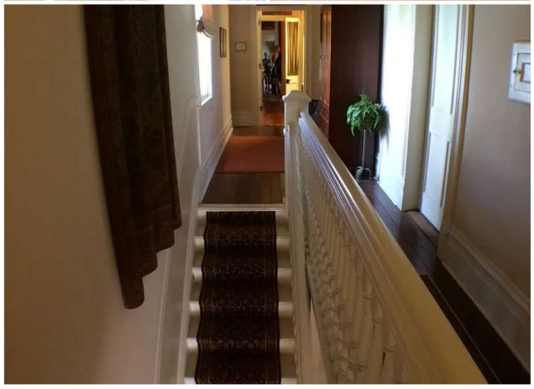
Emily – there is an onsite intervention 24 hours a day if called. Thurs – Sunday we have security for multiple hours, and he is stationed close by and he can be deployed anywhere.

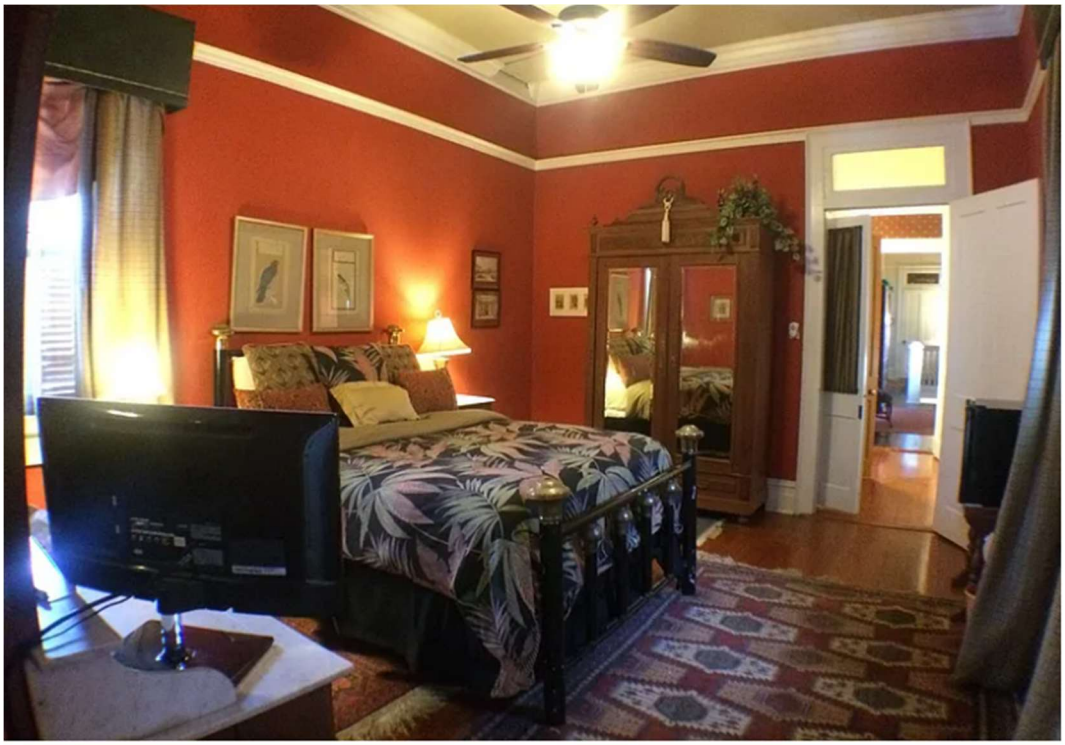
RL – Next steps – we write a report on the meeting. Comments you made will be in the report. We will submit it to City Planning in a few weeks. CPC then has 2 months to write the report. There will be public hearing, and you will be notified of the CPC meeting, and you can attend and share anything you want at the meeting. Then CPC makes a recommendation. It then goes to Council – Eugene Green – need to confirm that on Saturday – and he makes the ultimate decision. Then it takes about another 6 weeks for an ordinance to be completed then final development plans. So, we would be 6-8 months away from any legislative changes.

6:10pm meeting ends – walk through the site.

1731 Esplanade Pictures







Overlays and Interim Zoning Districts

Overlay / IZD Description
RDO-2 Residential Diversity Overlay District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/article-18/#18-8)

Overlay / IZD Description
Non-Commercial Short Term Rental Special Exception Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-21)

Overlay / IZD Description
Customary Lodging Services Staffing Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-22)

Overlay / IZD Description
Transient Lodging Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/czo/media/IZD/2025/M-25-530-(SUBSTITUTE-MOTION).pdf)

Overlay / IZD Description
Data Center Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/czo/media/IZD/2026/M-26-63.pdf)

Regulations in the overlay and interim zoning districts are combined with the base zoning district. In the event of overlapping districts, please contact the New Orleans One Stop Shop (https://nola.gov/onestop) for interpretation of the Overlays/Interim Zoning Districts.

Mandatory Inclusionary Zoning

Description
MIZ Mandatory Inclusionary Zoning Sub-Districts; Strong Sub-District 2

View the CZO article on Mandatory Inclusionary Zoning. (https://czo.nola.gov/article-28/)

Local Historic Districts

Name
Esplanade Ridge

Ordinance
MCS 7044

Jurisdiction
NOHDLC

Control
Full

National Register of Historic Places

Name
Esplanade Ridge Historic District

Name	Mailing Address
T & N Investments LLC	113 Morning Glory Ct
1820 Kerlerec LLC	125 Industrial Ave
Current Resident	1301 N Derbigny St
Current Resident	1311 N Roman St
Current Resident	1315 N Roman St
Berman Benjamin	1317 N Roman St
Current Resident	1317 N Roman St
Current Resident	1332 N Derbigny St
Current Resident	1334 N Derbigny St
Current Resident	1417 N Roman St
Current Resident	1419 N Roman St
Brock Parman	1420 N Prieur St
Current Resident	1421 N Roman St
Current Resident	1422 N Derbigny St
Current Resident	1422 N Prieur St
Gloria C Brule	1423 N Roman St
Glenda A Huddleston	1424 N Derbigny St
Current Resident	1424 N Roman St
Current Resident	1425 N Roman St
Current Resident	1426 N Derbigny St
Current Resident	1426 N Prieur St
Matthew Osborne	1426 N Roman St
Current Resident	1427 N Derbigny St
Current Resident	1427 N Roman St
Current Resident	1428 N Roman St
Current Resident	1429 N Derbigny St
Current Resident	1430 N Derbigny St
Max A Censky	1430 N Roman St
Current Resident	1431 N Derbigny St
Current Resident	1431 N Derbigny St Apt 1A
Current Resident	1431 N Derbigny St Apt 1B
Current Resident	1431 N Derbigny St Apt 2A
Current Resident	1431 N Derbigny St Apt 2B
Current Resident	1433 N Roman St
Current Resident	1434 N Derbigny St
Current Resident	1434 N Roman St
Current Resident	1435 N Derbigny St
Current Resident	1435 N Roman St
Current Resident	1436 N Derbigny St
Current Resident	1436 N Roman St
Current Resident	1437 N Derbigny St
Current Resident	1437 N Roman St
Current Resident	1438 N Derbigny St
Current Resident	1438 N Roman St
Current Resident	1440 N Derbigny St

Current Resident	1440 N Roman St
Will L Smith	1441 N Derbigny St
Hilda W Young Revocable Living Trust	1441 N Galvez St
Current Resident	1442 N Derbigny St
Kimberly K Maranto	1442 N Roman St
Current Resident	1443 N Derbigny St
Current Resident	1443 N Roman St
Current Resident	1444 N Derbigny St
Current Resident	1445 N Derbigny St
Vanessa H Coleman	1446 N Roman St
Current Resident	1447 N Derbigny St
Julie A Kreuger	1447 N Roman St
Current Resident	1448 N Roman St
Current Resident	1449 N Roman St
Rick Montgomery	1450 N Roman St
Current Resident	1451 N Roman St
Current Resident	1452 N Roman St
Current Resident	1453 N Derbigny St
Current Resident	1453 N Roman St
1424 Nort Roman LLC	1468 N Derbigny St
Jose Eder Danell Juarez	1622 Kerlerec St
Current Resident	1625 Esplanade Ave
Current Resident	1625 Kerlerec St
Current Resident	1631 Esplanade Ave
Current Resident	1631 Esplanade Ave Unit A
Current Resident	1631 Esplanade Ave Unit B
Current Resident	1631 Esplanade Ave Unit C
Current Resident	1631 Esplanade Ave Unit D
Current Resident	1631 Esplanade Ave Unit E
Current Resident	1631 Esplanade Ave Unit F
Current Resident	1631 Esplanade Ave Unit G
Current Resident	1631 Esplanade Ave Unit H
Current Resident	1632 Esplanade Ave
Current Resident	1634 Esplanade Ave
Steven R Goulet	1707 Esplanade Ave
Nina Rae Boutte	1712 Kerlerec St
Pat O'brien Developments LLC	1717 Kerlerec St
Pat O'brien Development Llcn	1717 Kerlerec St
Patricia O'brien	1717 Kerlerec St
Pat O'brien	1717 Kerlerec St
Mary P O'brien	1717 Kerlerec St
Current Resident	1718 Esplanade Ave
Current Resident	1722 Esplanade Ave
Current Resident	1722 Esplanade Ave Apt A
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Current Resident	1722 Esplanade Ave Apt D
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Current Resident	1722 Esplanade Ave Apt F
Current Resident	1722 Esplanade Ave Apt G
Current Resident	1722 Esplanade Ave Apt H
Current Resident	1722 Esplanade Ave Apt I
Current Resident	1722 Esplanade Ave Apt J
Current Resident	1723 Kerlerec St
Wanda N Christensen	1725 Esplanade Ave
Current Resident	1725 Esplanade Ave Apt A
Current Resident	1725 Esplanade Ave Apt B
Current Resident	1725 Esplanade Ave Apt C
Current Resident	1725 Esplanade Ave HM
Current Resident	1725 Kerlerec St
Current Resident	1727 Kerlerec St
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Current Resident	1730 Esplanade Ave
Current Resident	1731 Esplanade Ave
Wehbe Hanadie	1731 Kerlerec St
Current Resident	1737 Esplanade Ave
Current Resident	1738 Esplanade Ave
Rex L Salge	1800 Esplanade Ave
Leroy A Hartley	1805 Esplanade Ave
Current Resident	1805 Kerlerec St
Current Resident	1807 Kerlerec St
Roy R Jr Maggio	1808 Esplanade Ave
Gloria C Brule	1809 Esplanade Ave
Evan Doremus	1812 Kerlerec St
Current Resident	1814 Kerlerec St
Current Resident	1815 Kerlerec St
Current Resident	1816 Kerlerec St
Current Resident	1817 Kerlerec St
Scarmuzza Keith A	1818 Esplanade Ave
Current Resident	1818 Esplanade Ave Apt 1A
Current Resident	1818 Esplanade Ave Apt 1B
Current Resident	1818 Esplanade Ave Apt 2A
Current Resident	1818 Esplanade Ave Apt 2B
Schoppe Robert J	1819 Esplanade Ave
Current Resident	1819 Esplanade Ave Apt 101
Current Resident	1819 Esplanade Ave Apt 102
Current Resident	1819 Esplanade Ave Apt 201
Current Resident	1819 Esplanade Ave HM
Current Resident	1820 Kerlerec St
Current Resident	1820 Kerlerec St Apt B
Current Resident	1822 Kerlerec St
Current Resident	1822 Kerlerec St Apt B
John Kalle Siekkinen	1824 Esplanade Ave

Current Resident	1824 Esplanade Ave Apt 101
Current Resident	1824 Esplanade Ave Apt 102
Current Resident	1824 Esplanade Ave Apt 201
Current Resident	1824 Esplanade Ave Apt 202
Current Resident	1824 Esplanade Ave Apt 203
Current Resident	1824 Esplanade Ave Apt 204
Current Resident	1829 Esplanade Ave
Current Resident	1831 Esplanade Ave
Current Resident	1849 Esplanade Ave Apt 101
Current Resident	1849 Esplanade Ave Apt 102
Current Resident	1849 Esplanade Ave Apt 201
Current Resident	1903 Bayou Rd
Current Resident	1905 Bayou Rd
Pamela Monroe	1911 Bayou Rd
Current Resident	1913 Bayou Rd
Current Resident	1915 Bayou Rd
Current Resident	1917 Bayou Rd
Roy A Cohen	2098 Roaring Brook Rd
Hai P Cao	247 N French Quarter Dr
Felton Ventures LLC	3201 Conti St
M J Falgoust Inc	337 Carondelet St
Orleans Parish School Board	3520 General Degaulle Dr Suite 5
Tcnl Group LLC	401 Edwards St Ste 830 311
Chd Properties I LLC	410 Fern St
Chd Properties II LLC	410 Fern St
Hahn Mara	417 S White St
Ronald J Bourgeois	446 Southdown West Blvd
Home Reincarnation LLC	600 Pennsylvania Ave SE #15545
Gce Green Properties I LLC	636 N Carrollton Ave
Jules Ambrose	7105 Hanover Rd
Jazz City Properties LLC George Varino	8614 Trailwood Ave
Edmond Hattie Mae C	9941 E Wheaton Circle
Abdin Deborah	5500 Prytania St Pmb#440
TWJ Holdings LLC	5500 Prytania St Pmb#440
Jennifer Lee Fairclough	1433 N Roman St
Kiesling Talis O	1438 N Roman Street
Katelyn Elyse Keen	1816 Kerlerec St
Andrews Linda	1453 N Derbigny Street
Goulet Steven R	1707 Esplanade AV
Bernadette Pinel	1737 Esplanade Ave
Gina Kennedy	1815 Kerlerec St
Eric C Thomas	18163 Fountain Hill Blvd
Benjamin B Berman	3717 Palmyra St
Esplanade Ventures LLC	7835 Maple St
Doris M Kelly	1723 Kerlerec St
P Cox Enterprises LLC	P O Box 56622

Matthew Osborne	PO Box 792732
Council District D - Eugene Green Esplanade Ridge/Treme Civic Association Historic 7th Ward Neighborhood Improvement Association Seventh Ward Neighborhood Association	1300 Perdido St, Room 2W20

Mailing City	Mailing St
Belle Chasse	LA
Jefferson	LA
New Orleans	LA
New Orleans	LA
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New Orleans	LA
New Orleans	LA
Houma	LA
Washington	DC
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Baton Rouge	LA
New Orleans	LA
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Prairieville	LA
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New Orleans	LA
New Orleans	LA
New Orleans	LA

New Orleans	LA
New Orleans	LA

Mailing Zip
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70118
70119
70360
20003
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70127
70810
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70115
70116
70116
70116
70116
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70769
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70118
70116
70156

70179	
70112	Eugene.Green@nola.gov
	ertca.nola@gmail.com
	LebraneLegacyFoundation@yahoo.com
	7thwardassoc@gmail.com

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided O Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: O Text Amendment ◉ Zoning Change O Conditional Use/Planned Development

Address of Property for which this application is being filed. 1731 Esplanade Ave. New Orleans, LA 70116

APPLICANT INFORMATION

Applicant Identity: O Property Owner O Agent

Applicant Name Zach Smith Consulting & Design

Applicant Address 1000 S. Norman C. Francis

City New Orleans State LA Zip 70125

Applicant Contact Number 504-386-3748 Email ron@zachsmithconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name ESPLANADE VENTURES LLC

Property Owner Address 7835 MAPLE ST

City New Orleans State LA Zip 70118

Property Owner Contact Number Robert Bergeron Email bob@crescenttitle.com

SPECIFIC ZONING REQUEST

A Zoning Change from HU-RD1 to HU-B1A.

PROPERTY LOCATION

Square Number(s) 761 Lot Number(s) B/090

Bounding Streets ~~N. Roman~~ ~~N. Derbigny~~ Kerlerec

Zoning HU-RD1 Municipal District 3

Tax Bill Number 37W108803 Planning District 4

DESCRIPTION OF PROJECT (Attachments are acceptable)

The property is currently licensed as a 5-bedroom B&B. There are 7-bedrooms in the house. The owr seeking a zoning change to allow for the 7-bedroom B&B. There will be no construction needed as th currently has 7-bedrooms for guests plus the managers suite. A separate Conditional Use application submitted with this Zoning Change Request

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided O Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: O Text Amendment O Zoning Change ⊛ Conditional Use/Planned Development

Address of Property for which this application is being filed. 1731 Esplanade Ave. New Orleans, LA 70116

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Applicant Identity: O Property Owner O Agent

Applicant Name Zach Smith Consulting & Design

Applicant Address 1000 S. Norman C. Francis

City New Orleans State LA Zip 70125

Applicant Contact Number 504-386-3748 Email ron@zachsmithconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name ESPLANADE VENTURES LLC

Property Owner Address 7835 MAPLE ST

City New Orleans State LA Zip 70118

Property Owner Contact Number Robert Bergeron Email bob@crescenttitle.com

SPECIFIC ZONING REQUEST

A Conditional Use to permit a 7-bedroom Principal Bed & Breakfast.

PROPERTY LOCATION

Square Number(s) 761 Lot Number(s) B/090

Bounding Streets ~~N. Roman~~ ~~N. Derbigny~~ Kerlerec

Zoning HU-RD1 Municipal District 3

Tax Bill Number 37W108803 Planning District 4

DESCRIPTION OF PROJECT (Attachments are acceptable)

The property is currently licensed as a 5-bedroom B&B. There are 7-bedrooms in the house. The owr simply wanting to advertise the 7-rooms that are in the house. There will be no construction needed a house currently has 7-bedrooms for guests plus the managers suite.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided O Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date 12/12/25

Agent Signature _____ Date _____

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 12th day of December 2025

My Commission expires _____

Lauren B. Griffin
Attorney/Notary Public
State of Louisiana
Notary Bar # 148527
Commission expires with life

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided O Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date 12/12/25

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STATE OF LOUISIANA, PARISH OF ORLEANS

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Sworn to and subscribed before me this 12th day of December 2025

My Commission expires _____

Lauren B. Griffin
Attorney/Notary Public
State of Louisiana
Notary Bar # 148527
Commission expires with life

Authorization on behalf of LLC

ARTICLE IV

No member or manager shall have any personal liability for monetary damages for breach of any duty set forth in Revised Statute 12:1314, or any activities performed in connection with the management of the company. Further, each member and manager shall be fully indemnified by the company for any judgments, settlements, penalties, fines or expenses incurred because of membership in or management of the company. It is the intention of this provision to afford members and managers of the company the most complete relief from liability and the most indemnification permitted by law, and particularly those afforded by Revised Statute 12:1315.

ARTICLE V

Unless and until these Articles of Organization are amended to provide otherwise, the company shall have no operating agreement.

ARTICLE VI

Unless and until amendment of these Articles of Organization by proper juridical act properly filed in the office of the State of Louisiana Secretary of State, any person dealing with the company shall only rely upon a certificate of Robert Bergeron to:

a) establish the membership of any member of the company:

b) establish the authenticity of any records of the company; or

c) establish the authority of any person to act on behalf of the company, including but not limited to the authority to take actions referred to in Louisiana Revised Statutes Title 12, Section 1318(B), which actions include:

(1) the dissolution and winding up of the company;

(2) the sale, exchange, lease, mortgage, pledge, or other transfers of all or

UNITED STATES OF AMERICA

State of Louisiana

Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

ESPLANADE VENTURES, LLC

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on November 21, 2016,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 22, 2016

Secretary of State

AP 42462263K

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 10769751#MVM73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

STATE OF LOUISIANA

PARISH OF ORLEANS

ARTICLES OF ORGANIZATION
OF
Esplanade Ventures, LLC

The undersigned does by these presents form and organize a limited liability company, pursuant to the Limited Liability Company Law of Louisiana, LSA-R.S. 12:1301 *et seq.*, and in accordance therewith adopts the following Articles of Organization, to-wit:

ARTICLE I

The name and municipal address of this limited liability company will be:

Esplanade Ventures, LLC
7835 Maple Street
New Orleans, Louisiana 70118

The Federal Tax I.D. Number has been applied for.

ARTICLE II

The purpose of this limited liability company is to engage in any lawful activity for which limited liability companies may be formed under the Louisiana Limited Liability Company Law, LSA-RS 12:1301 *et seq.*, within and without the State of Louisiana.

ARTICLE III

The business of this limited liability company shall be managed by its Members with the number of Members to be fixed from time to time by the Company. The number of persons constituting the initial Members(s) is one (1).

ARTICLE IV

No member or manager shall have any personal liability for monetary damages for breach of any duty set forth in Revised Statute 12:1314, or any activities performed in connection with the management of the company. Further, each member and manager shall be fully indemnified by the company for any judgments, settlements, penalties, fines or expenses incurred because of membership in or management of the company. It is the intention of this provision to afford members and managers of the company the most complete relief from liability and the most indemnification permitted by law, and particularly those afforded by Revised Statute 12:1315.

ARTICLE V

Unless and until these Articles of Organization are amended to provide otherwise, the company shall have no operating agreement.

ARTICLE VI

Unless and until amendment of these Articles of Organization by proper juridical act properly filed in the office of the State of Louisiana Secretary of State, any person dealing with the company shall only rely upon a certificate of Robert Bergeron to:

a) establish the membership of any member of the company:

b) establish the authenticity of any records of the company; or

c) establish the authority of any person to act on behalf of the company, including but not limited to the authority to take actions referred to in Louisiana Revised Statutes Title 12, Section 1318(B), which actions include:

(1) the dissolution and winding up of the company;

(2) the sale, exchange, lease, mortgage, pledge, or other transfers of all or

substantially all of the assets of the company:

(3) the merger or consolidation of the company;

(4) the incurrence of indebtedness by the company other than in the ordinary course of business;

(5) the alienation, lease or encumbrances of any immovable of the company; and

(6) an amendment to the articles of organization.

THUS DONE AND EXECUTED by the Organizer on the 18th day of November, 2016 before the undersigned competent witnesses.

WITNESSES:

André R. Bergeron
Print Name: André R. Bergeron

Trellis Thomas
Print Name: Trellis Thomas

Craig Lehnhardt, Organizer

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 18th day of November, 2016, before me personally came and appeared

Craig Lehnhardt

known to me to be the person described herein and who executed the foregoing instrument, who acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

Donna L. Angelle
Notary Public
Parish of Jefferson, State of Louisiana
Notary ID# 52621
My commission expires: With Life

INITIAL REPORT OF

Esplanade Ventures, LLC

1.

The Limited Liability Company's registered office is located at 7835 Maple Street, New Orleans, Louisiana, 70118.

2.

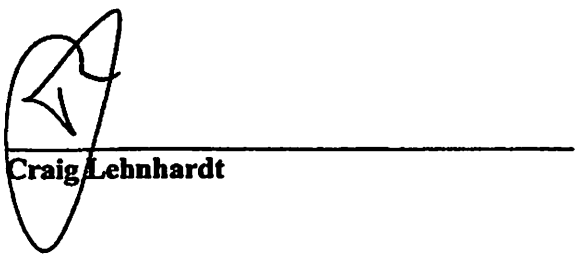
Its registered agent for service of process is:

Robert J. Bergeron
7835 Maple Street
New Orleans, LA 70118

3.

The Limited Liability Company shall subsequently name its members.

Dated at New Orleans, Louisiana, this 18th day of November, 2016.



Craig Lehnhardt

AFFIDAVIT OF ACKNOWLEDGMENT
AND ACCEPTANCE BY
DESIGNATED REGISTERED AGENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 18th day of November, 2016, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared:

Robert J. Bergeron

who is to me known to be the person and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of **Esplanade Ventures, LLC**, which is a Limited Liability Company, authorized to transact business in the State of Louisiana, pursuant to the provisions of LSA-R.S. 12:1301 *et seq.*

Robert J. Bergeron - Registered Agent

Sworn to and subscribed before me, this18th day of November, 2016.

NOTARY PUBLIC

Donna L. Angelle
Notary Public
Parish of Jefferson, State of Louisiana
Notary ID# 52621
My commission expires: With Life

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Telephone (504) 407-0005

Chelsey Richard Napoleon
Chief Deputy Clerk

Land Records Division

Hon. Dale N. Atkins

Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2016-47854

Recording Date: 11/30/2016 01:19:53 PM

Document Type: SALE

Addtl Titles Doc Types:

Conveyance Instrument Number: 609563

Filed by: CRESCENT TITLE LLC
7835 MAPLE ST

NEW ORLEANS, LA 70118

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

Crescent Title, LLC
7835 Maple Street
New Orleans, LA 70118
File No.: 164257

CASH SALE

Sale of Property

by:

1731 Property, LLC

to:

Esplanade Ventures, LLC and Glaser Real Estate Holdings, LLC

United States of America
State of Louisiana
Parish of Orleans

BE IT KNOWN That on these undersigned days of November, 2016

BEFORE ME, the undersigned notary public, duly commissioned and qualified, in and for the Parish of Orleans and in the presence of the witnesses hereinafter named and undersigned.

Personally Came and Appeared,
In Counter Parts

1731 Property, LLC (Tax ID# 47-4650120), a Louisiana Limited Liability Company organized and existing under the laws of the State of Louisiana, Pursuant to Articles of Organization; registered with the Secretary of State, represented herein by Todd Grove, Member, pursuant to an Authorization of the Members, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: 11 Jacqueline Ct, Mandeville, LA 70471

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto,

Esplanade Ventures, LLC (Tax ID# Applied for), a Louisiana Limited Liability Company organized and existing under the laws of the State of Louisiana, Pursuant to Articles of Organization; registered with the Secretary of State, represented herein by its duly authorized Member;

MAILING ADDRESS: 7835 Maple Street, New Orleans, La 70118

Glaser Real Estate Holdings, LLC (Tax ID# Applied for), a Louisiana Limited Liability Company organized and existing under the laws of the State of Louisiana, Pursuant to Articles of Organization; registered with the Secretary of State, represented herein by its duly authorized Member, pursuant to an Authorization of the Members, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: 1731 Esplanade Avenue, New Orleans, La 70116

here present, accepting and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

Hon. Dale N. Atkins
CLERK OF CIVIL DISTRICT COURT
INST #: 2016-47854 11/30/2016 01:19:53 PM
TYPE: S 10 PG(S)

CIN#: 609563
COPY

"Description of Property"

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, designated as LOT 'B', SQUARE 761, bounded by Esplanade Avenue, North Roman, Kerlerec and North Derbigny Street. Said lot commences at a distance of 66 feet 0 inches 6 lines from the corner of Esplanade Avenue and North Roman Street and measures thence in the direction of North Derbigny Street and measures thence, in the direction of North Derbigny Street, 35 feet front on Esplanade Avenue, 70 feet 1 inch actual (70 feet, title), in width in the rear, by a depth on the side line nearer North Roman Street of 158 feet 11 inches 2 lines, actual (158 feet 2 inches 2 lines title), and a depth on the opposite sideline nearer North Derbigny Street of 164 feet 2 inches, actual (164 feet, tide). All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated May 22, 1974.

Improvements thereon bear Municipal No. 1731 Esplanade Avenue, New Orleans, Louisiana 70118

Being the same property acquired by 1731 Property, LLC by act dated August 18, 2015, registered at CIN 573403; previously acquired by AKKO Divina Holdings International, LLC by act dated September 12, 2011, registered in CIN 497117, Orleans Parish, Louisiana.

PURCHASER(S) herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2017 bearing Tax Assessment No. 37w108803 are to be forwarded to:

Esplanade Ventures, LLC and Glaser Real Estate Holdings, LLC
1731 Esplanade Ave, New Orleans, LA 70116

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.

2. Rights of parties in possession under recorded or unrecorded leases

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Eight Hundred Eighty Thousand And No/100 Dollars ($880,000.00) which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and exigible for the current tax year are paid as per a research of the tax rolls for the year 2016. The 2016 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

1731 Property, LLC

BY:_____
Todd Grove
Member

Esplanade Ventures, LLC

BY:_____

Glaser Real Estate Holdings, LLC

BY:_____
Daniel J. Glaser, Member

BY:_____
Frank B. Glaser, Member

PGR-415 (R6/04)

WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

1731 Property, LLC

BY:_____
Todd Grove
Member

Esplanade Ventures, LLC

BY:_____

Glaser Real Estate Holdings, LLC

BY:_____

PGR-415 (R6/04)

UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS
1731 Property, LLC

The undersigned, being the only member(s) of, 1731 Property, LLC,a Louisiana Limited Liability Company (the "Company"), do hereby vote for, consent to, authorize and adopt the following actions:

WHEREAS, the Company desires to authorize the Sale of the property located at 1731 Esplanade Ave, New Orleans, LA 70116.

WHEREAS, the member of the Company desires to authorize Todd Grove, to execute all documents in connection with said sale on behalf of 1731 Property, LLC.

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED, by the 1731 Property, LLC, that:

Section 1. **Authorization for Sale**
Todd Grove is hereby authorized and approved to sell the property located at 1731 Esplanade Ave, New Orleans, LA 70116.

Section 2. **Authorized Agent**
Todd Grove, Member, is hereby authorized to transact all business on behalf of 1731 Property, LLC, with respect to the above described Sale and to execute any and all documents in connection with said Sale having such terms and conditions as he may deem appropriate and in his sole discretion and to receive and receipt for the selling price.

Thus done and signed on this 18th day of November, 2016.

Todd Grove, Member

NOTARY PUBLIC

Print Name: CHARLES A. MARTS

ID No.: Attorney at Law, Bar #34666
Notary Public #105305
Parish of Orleans, State of Louisiana
My Commission is for Life

UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS
Glaser Real Estate Holdings, LLC

The undersigned, being the only member(s) of, Glaser Real Estate Holdings, LLC, a Limited Liability Company (the "Company"), do hereby vote for, consent to, authorize and adopt the following actions:

WHEREAS, the Company desires to authorize the Purchase of the property located at 1731 Esplanade Ave, New Orleans, LA 70116.

WHEREAS, the member of the Company desires to authorize Daniel J. Glaser and Frank B. Glaser to execute all documents in connection with said purchase on behalf of Glaser Real Estate Holdings, LLC, and

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED by the Glaser Real Estate Holdings, LLC, that:

Section 1. **Authorization for Purchase**
Daniel J. Glaser and Frank B. Glaser are hereby authorized and approved to Purchase and/or Mortgage the property located at, 1731 Esplanade Ave, New Orleans, LA 70116.

Section 2. **Authorized Agent**
Daniel J. Glaser and Frank B. Glaser are hereby authorized to transact all business on behalf of Glaser Real Estate Holdings, LLC, with respect to the above described Purchase and to execute any and all documents in connection with said Purchase having such terms and conditions as they deem appropriate and in their sole discretion.

Section 3. **Mortgage**
Daniel J. Glaser and Frank B. Glaser are hereby authorized to sign any and all documents relating to any mortgage including, but not limited, to a promissory note, mortgage, HUD-1, Truth in Lending as well as any additional documents the lender might deem necessary or require.

Thus done and signed on this .

Daniel J. Glaser, Member

Frank B. Glaser, Member

Sworn to and subscribed before me, Notary, this 25 day of November, 2016

NOTARY PUBLIC, Notary

Print Name: Edward Lukatsky

ID No.: NA

EDWARD HIRSH LUKATSKY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 23, 2018

By reference to the certificates of the Conveyance and Mortgage records in and for the Parish of Orleans annexed hereto, it does not appear that said property has been heretofore alienated by the Vendor or that it is subject to any unpaid encumbrances whatsoever.

The parties to this act are aware of the fact that the mortgage, and conveyance certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith. Vendor is bound and obligated to have cancelled and erased immediately any inscriptions that may appear on the open certificates that would adversely affect the title to the herein described property.

Thus Done and Passed, in my office in New Orleans, Louisiana on November 18th, 2016 in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:

SIGN _____
PRINT

SIGN _____
PRINT Melanie Richoux

SELLER(S):

1731 Property, LLC

BY: _____
Todd Grove
Member

_____

Bar Roll/ID No.: _____

Notary Public CHARLES A. MARTS
Attorney at Law, Bar #34666
Notary Public #133805
Parish of Orleans, State of Louisiana
My Commission is for Life

Thus Done and Passed, in my office in Newton, MA on November 25, 2016 in the
presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:

SIGN _____
PRINT REGINA CARLO

SIGN Lydia Fantozzi
PRINT Lydia Fantozzi

PURCHASER(S):

Glaser Real Estate Holdings, LLC

BY: _____
Daniel J. Glaser, Member

BY: _____
Frank B. Glaser, Member

~~Bar Roll/ID~~ No.: NA
Notary Public

EDWARD HIRSH LUKATSKY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 23, 2018

Thus Done and Passed, in my office in New Orleans, Louisiana on November 28, 2016 in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:

SIGN _____
PRINT Connor Cox

SIGN _____
PRINT Craig Lehnhardt

PURCHASER(S):

Esplanade Ventures, LLC

BY: _____

_____
Bar Roll/ID No.: 32453
Notary Public

City Planning Commission Speaker Card

2

Date : JUNE 9, 2026

I would like to speak regarding CPC Docket :

IN OPPOSITION

Name: WANDA NAZARETHAN

Address: 1725 ESPLANADE

○ I am the applicant for this docket

○ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission Speaker Card

742

Date : 6/9/26

I would like to speak regarding CPC Docket : ZD 050-26

IN SUPPORT

1731 Esplanade

Name: Ron Loesel

Address: 1000 S. Norma C. Francis NoCA

● I am the applicant for this docket

○ I'd like to cede my time to:

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☒ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission Speaker Card

2

Date : 6/9/2026

I would like to speak regarding CPC Docket :

IN OPPOSITION

Name: Bernadette Pinel

Address: 1737 Esplanade Avenue

○ I am the applicant for this docket

✓ I'd like to cede my time to: Wanda Nazarethan

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Bernadette Pinel

City Planning Commission
Staff Report
Wednesday, June 10, 2026

Zoning Docket 058-26
Prepared by: Mitchell S. Kogan
Date: June 2, 2026
Deadline for CPC action: August 8, 2026
CC Deadline: 60 Days from Receipt
City Council District: B – Leslie Harris

Applicant: Allison & Glenn, Inc.
Request: Conditional use to permit a hotel over 5,000 square feet in floor area in an HU-MU Historic Urban Neighborhood Mixed-Use District and the Transient Lodging Interim Zoning District
Property description: Square 464, Lots 15 and 16, in the Seventh Municipal District, bounded by Earhart Boulevard, Short Street, Fern Street, and Oleander Street
Municipal address(es): 7979 Earhart Boulevard and 3127 Short Street

Description

The subject property, located on Earhart Boulevard and Short Street in an HU-MU Historic Urban Neighborhood Mixed-Use District, is currently developed with a structure that was formerly utilized as an office building. The applicant seeks to convert the structure into an eight-bedroom hotel, with a lobby, office, laundry room, kitchen and dining area on the first floor, with bedrooms on the second floor. The applicant is not proposing any additional parking except for one required on-street parking space.

Reason for Commission Review

Per **Article 12, Section 12.2.A (Table 12-1: Permitted and Conditional Uses),** a hotel is deemed a conditional use in the HU-MU Historic Urban Neighborhood Mixed-Use District. In addition, the structure is over 5,000sqft in the HU-MU District which automatically triggers conditional use review. Per City Ordinance No. 30,625 MCS (Zoning Docket 006/25), which established the Transient Lodging Interim Zoning District, all transient lodging uses that are permitted by-right in the underlying zoning district are reclassified as conditional uses, while all transient lodging uses that are conditional uses in the underlying zoning district remain as conditional uses.

The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.	
Met	The FLUM dictates the subject property to be Mixed-Use Medium Density. The goal of this FLUM designation is to create medium-density neighborhood centers to enhance walkability and serve as focal points within neighborhoods. Proximity to transit encouraged. The subject property's use as a hotel is allowable based on the range of uses that are permitted under this FLUM designation.
The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.	
Met	The proposed hotel is permitted by the base zoning district (though it is conditional under the Interim Zoning District) and is therefore consistent with the HU-MU regulations.
The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.	
Met	There are no use standards for hotels in the HU-MU District. The proposal meets environmental standards 21.3.A and 21.3.B as these will remain unchanged in the case of redevelopment as a hotel. The rest of the environmental performance standards will have to be met through the permitting stage.
The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.	
Met	The proposed hotel was a former commercial building and is within a commercial corridor. Therefore, the character of the surrounding area and neighborhood will not be affected.
Any variance of zoning standards meets the approval standards of Section 4.6.F.	
Met	There are no variances requested or required.
The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.	
Met	The conversion to a hotel will not have detrimental impacts to the health, safety, or welfare of the surrounding area as it will still be a commercial use similarly to the office building that was in place previously.

Additionally, Ordinance No. 30,625 MCS (Zoning Docket 006/25, which created Transient Lodging Interim Zoning District, requires that applications for transient lodging facilities be evaluated against the following additional approval standards.

Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
The proposed hotel is intended for short-term use and will occupy an existing commercial building. By reusing an existing commercial building, the proposal does not result in the elimination of any long-term residences.
Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?
Yes, as the property sits along Earhart Boulevard which is considered a major arterial. There are also two transit stops within 600ft, both of which are at the intersection of South Carrollton and Earhart Boulevard.
How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?
There are no other hotels within 1,000 feet of this site. There are relatively few non-commercial short term rentals and commercial short term rentals in the vicinity, as shown on the below maps. **Figure 1: Map of active Non-Commercial Short Term Rental Licenses (signified by green circles)**

Figure 2: Map of Commercial Short-Term Rental Licenses (signified by blue circles)

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 058/26 subject to the following:

Provisos

1. The approval of the application is limited to Transient Lodging Use and any variances specifically granted as part of this application. With the exception of any variances that are specifically granted as part of this approval, the Transient Loding Use shall be compliant with all relevant requirements of the zoning ordinance.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

City Planning Commission Meeting (June 9, 2026)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicant and their representative, speaking in support of the request.

There was general discussion among the Commission, and Commissioner Flick made a motion to approve the application as recommended by the staff. Commission Jordan seconded the motion, which was adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 058/26 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO TWO (2) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

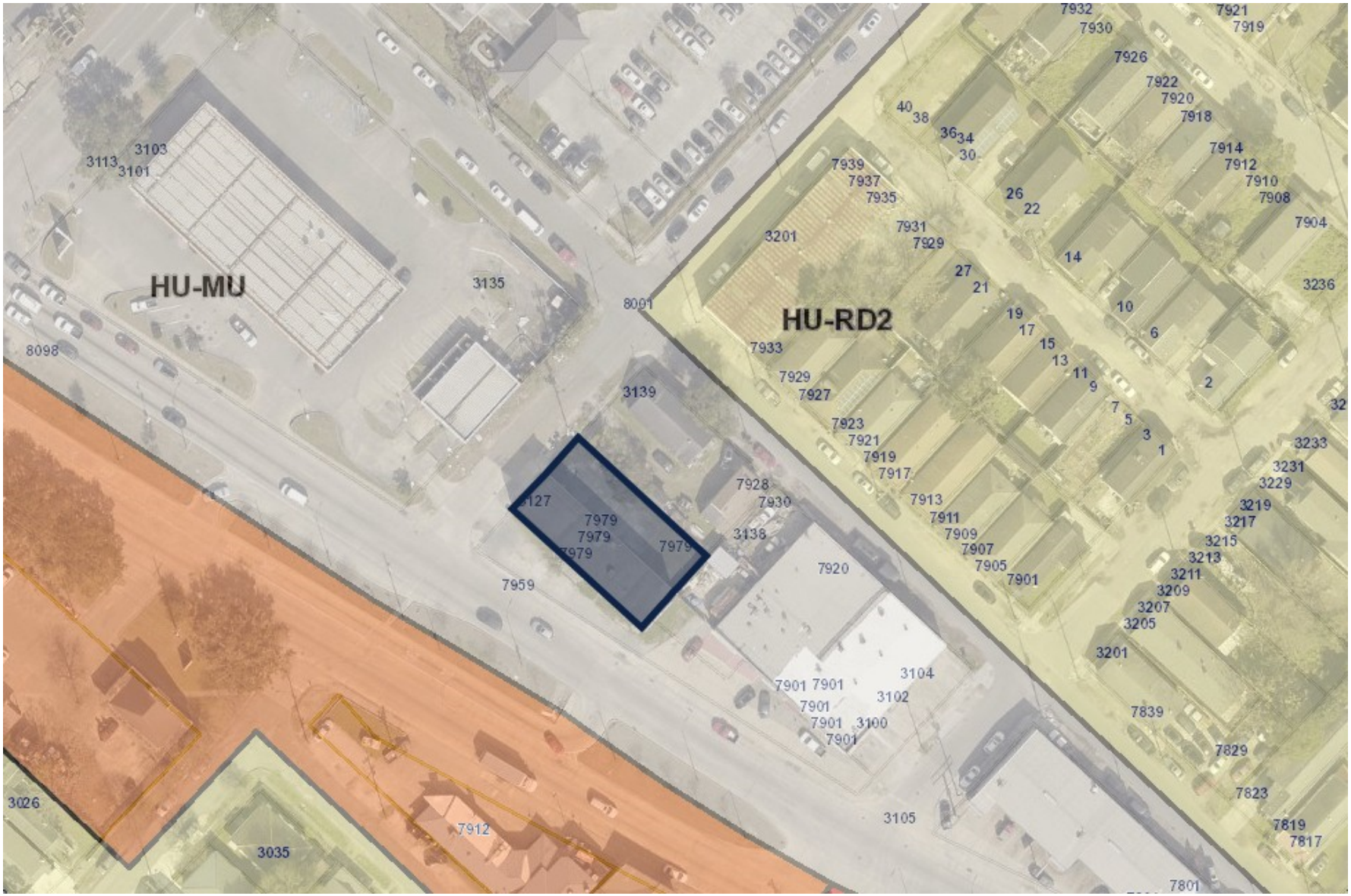
1. The approval of the application is limited to Transient Lodging Use and any variances specifically granted as part of this application. With the exception of any variances that are specifically granted as part of this approval, the Transient Loding Use shall be compliant with all relevant requirements of the zoning ordinance.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

YEAS: Poche, Kepper, Jackson, Jordan, Joshi-Gupta, Witry, Hebert, Flick, Steeg

NAYS: N/A

ABSENT: N/A


HU-MU
HU-RD2
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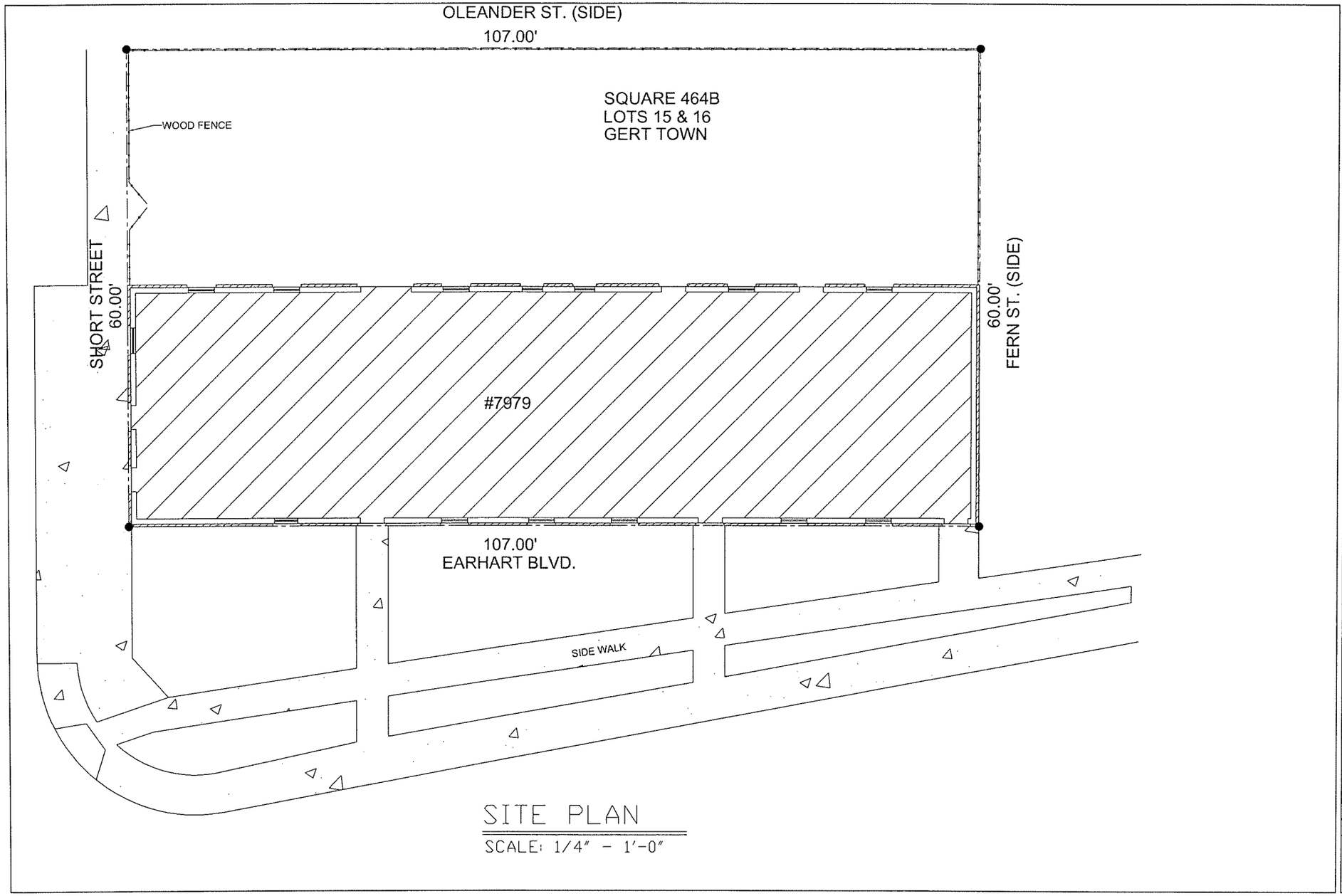
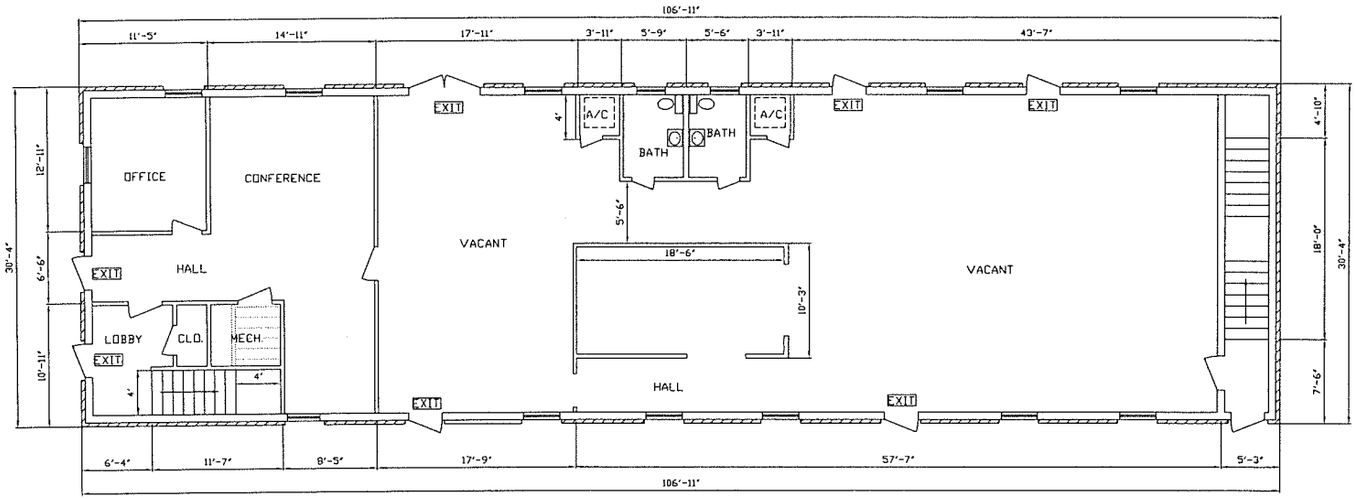


THOMAS M. SMITH
CONSULTING ENGINEER
6516 BOUTALL STREET
METAIRIE, LOUISIANA 70003
PH. (504) 247-6294

HOTEL CONVERSION 7979 EARHART BLVD.
7979 EARHART BLVD.
NEW ORLEANS, LA. 70125

3/7/2026

SHEET
A-1



1st. FLOOR PLAN EXISTING

SCALE: 1/4" - 1'-0"

DOOR SCHEDULE			
MARK	ROUGH OPENING	FRAME	FINISH
①	36" x 80"	METAL	EXISTING DOOR CLEAR GLASS W/ PANIC BAR
②	36" x 80"	METAL	EXTERIOR DOOR
③	24" x 80"	WOOD	EXISTING ACCORDION DOOR
④	36" x 80"	WOOD	90 MIN. FIRE RATED DOOR
⑤	63" x 80"	WOOD	CASE OPENING

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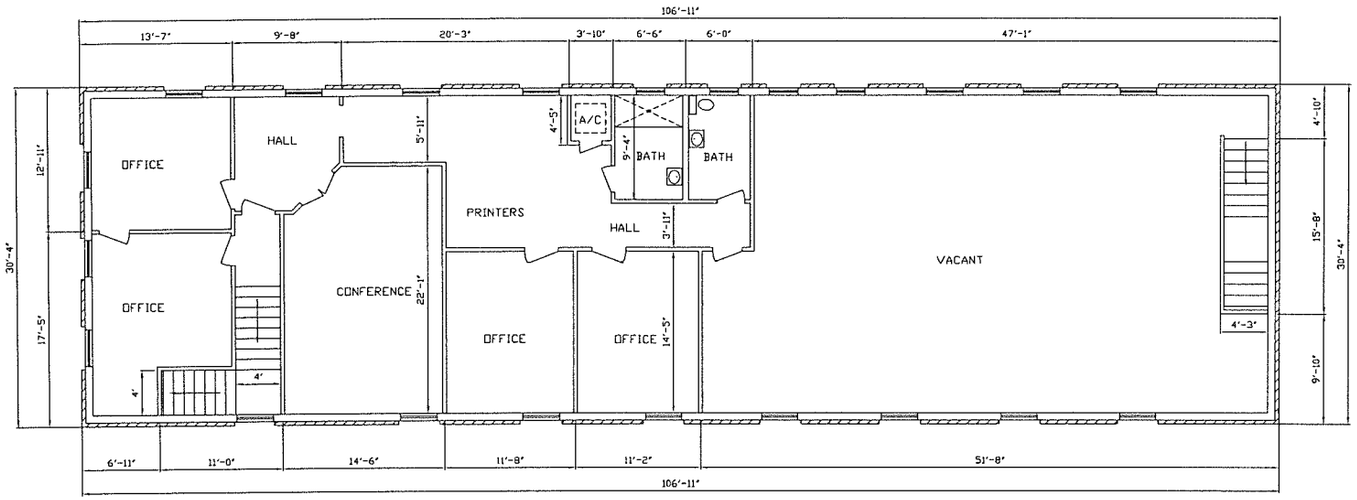
NEW ORLEANS, LA. 70125

3/7/2026

SHEET
A-2



2nd. FLOOR PLAN EXISTING

SCALE: 1/4" - 1'-0"

DOOR SCHEDULE			
MARK	ROUGH OPENING	FRAME	FINISH
①	36" x 80"	METAL	EXISTING DOOR CLEAR GLASS W/ PANIC BAR
②	36" x 80"	METAL	EXTERIOR DOOR
③	24" x 80"	WOOD	EXISTING ACCORDION DOOR
④	36" x 80"	WOOD	90 MIN. FIRE RATED DOOR
⑤	63" x 80"	WOOD	CASE OPENING

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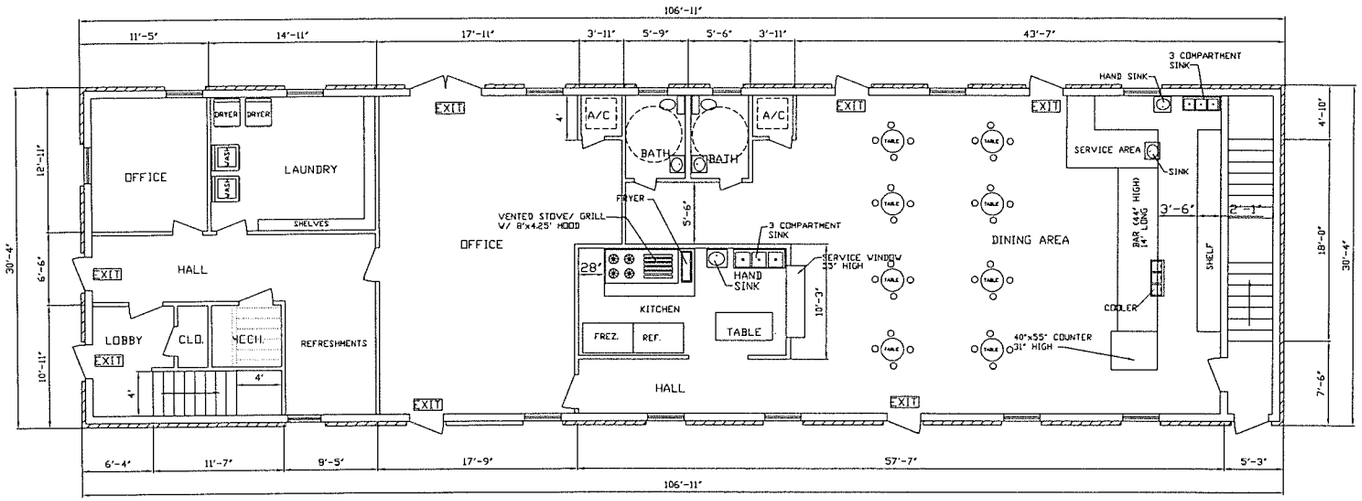
HOTEL CONVERSION 7979 EARHART BLVD.

7979 EARHART BLVD.
NEW ORLEANS, LA. 70125

3/7/2026

SHEET
A-3



1st. FLOOR PLAN NEW

SCALE: 1/4" = 1'-0"

DESIGN CRITERA

1. ALL WORK SHALL MEET APPLICABLE REQUIERMENT OF INTERNATIONAL BUILDING CODE 2015
2. THE WIND SPEED DESIGN IS 140 MPH (THREE SECOND GUST WIND SPEEDS)
3. THIS WORK COMPLIES WITH DESIGN MANUEL ASCE-7
4. CONSTRUCTION CLASSIFICATION IS TYPE II B AND USE AS ASSEMBLY.
5. SPRINKLER SYSTEM IS NOT REQUIRED
6. OCCUPANCY TYPE FOR THIS BUILDING IS TYPE GROUP A
   MAXIMUM OCCUPANCY FOR THIS BUILDING IS 91 PEOPLE.

SCOPE OF WORK

THE SCOPE OF THIS PROJECT IS TO RENOVATE 7979 EARHART BLVD. SUITE A.
THE BUILDING WAS A FORMER RESTUARANT. THE RESTURANT WILL BE A DINE-IN
AND TAKE-OUT. OWNER WILL BE INSTALLING SEATING ,AND A KITCHEN FEFRIDGERATORS.

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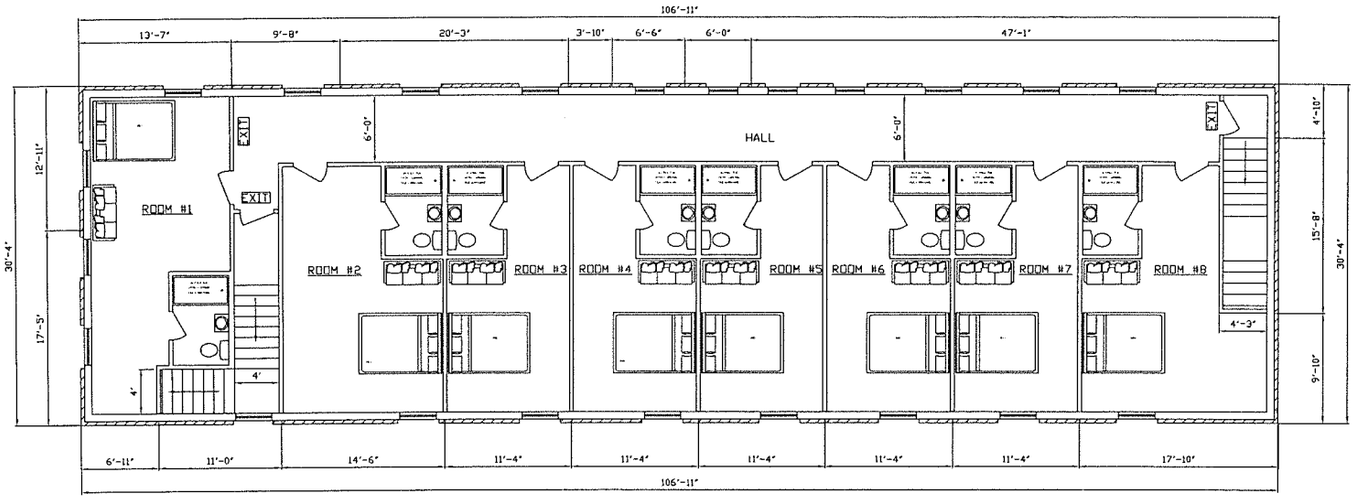
NEW ORLEANS, LA. 70125

3/7/2026

SHEET
A-4



2nd. FLOOR PLAN NEW

SCALE: 1/4" = 1'-0"

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3/7/2026

SHEET
A-5

RE: 7979 Earhart Drive – Project Status and Plan Submittal

Dear Members of the City Planning Commission,

On behalf of Allison and Glenn LLC, we respectfully submit this update regarding the proposed development at 7979 Earhart Drive.

At this stage, a full set of construction plans has not yet been purchased or finalized. This decision is intentional and reflects a measured and responsible approach as we await the Commission's determination on our request to establish a small boutique hotel at the site.

The preparation and acquisition of a complete construction plan set represents a substantial financial commitment. Proceeding with this expense prior to receiving land use approval would present an unnecessary burden, particularly given that such plans are contingent upon the project's approval. By deferring this step, we are ensuring that resources are allocated efficiently while remaining fully prepared to advance immediately upon receiving favorable consideration.

To demonstrate our commitment and vision for the property, we have developed and enclosed preliminary renderings that thoughtfully illustrate the proposed design, scale, and character of the boutique hotel. These materials are intended to provide clarity and confidence in our ability to deliver a project that complements the surrounding area and contributes positively to the community.

We are fully committed to complying with all applicable requirements and will promptly proceed with the development of a complete construction plan set upon approval. We respectfully request your consideration and support in allowing this project to move forward to the next phase.

Thank you for your time, attention, and continued guidance. Please do not hesitate to contact us should additional information be needed.

Sincerely,

Krystyna Tate

Authorized Agent Representative

krystyna@pcmidsouth.com

773-398-6422

NPP Summary Report

Date of Report: April 3, 2026
Project: 7979 Earhart Hotel
Contact: Krystyna Tate, krystyna@pcmidsouth.com

Overview
This report provides results of the implementation of the Neighborhood Participation Program for the property located at 7979 Earhart. The applicant intends to file an application for a conditional use permit. This property currently sits in the HU-MU district which allows a hotel but a conditional use permit is required. This report provides a summary of contacts with citizens, neighbors, public agencies and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in list, emails and other materials are attached.

Neighborhood Meeting
The following is the date and location of the meeting where citizens were invited to discuss the applicant's proposal [comments and sign in lists are attached].

- April 3, 2026 - Nice Guys Nola, 7910 Earhart Blvd, 3:30pm-4:30pm, 7 people were in attendance.

Correspondence and Telephone Calls

- March 10, 2026 - meeting notices were mailed to NPP contact list
- March 12, 2026 - meeting notices were emailed to neighborhood associations and the district councilmember
- March 14, 2026 - discussed proposal with neighbor Timothy Horton who thinks this would be a good idea.
- April 3, 2026 - received email from neighborhood association from a resident who is in favor of this project. The email print out is attached

Results
141 persons/addresses were invited to the NPP meeting which included the City Planning Commission, Council District B Rep, The Carrollton Area Network, Carrollton United and The Together Gert Town Neighborhood Association

Concerns, issues and problems expressed by attendees:

- What will be the process for parking
- Who is the targeted audience
- Noise pollution

How concerns, issues and problems will be addressed:

- There will be the use of on street parking and discussions for planning to use available space with neighboring businesses.

- The target audience for the hotel is tourists that are interested in seeing other areas of the city. The concept of the hotel would be boutique; intimate and modern to attract an upwardly mobile clientele.
- The owners plan for the hotel to follow all regulations and ordinances as it relates to noise. With it being a small boutique hotel, there will not be hostings of large gatherings.

Follow Up Process

- Participants at the meeting and any persons that have reached out about the project will receive email updates. Emails will be sent as progress is made. If they would like to add additional concerns, they may email authorized agent Krystyna Tate at krystyna@pcmidsouth.com or submit via the digital comment card link that was shared during the meeting which is tinyurl.com/7979comment. Interested parties can also view updates on the digital handout link which is https://tinyurl.com/earhartnpp .

MAIL: PROPERTY OWNERS AND OCCUPANTS WITHIN 300 FEET

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
7-Eleven Inc	1722 Routh St Suite 1000	Dallas	TX	75201
Adam J Hill	920 Amelia St	New Orleans	LA	70115
Adrienne L Tran	7920 Colapissa St	New Orleans	LA	70125
Allison & Glenn Inc	7910 Earhart Blvd	New Orleans	LA	70125
Ascension Depaul Services	3201 S Carrollton Ave	New Orleans	LA	70118
Benjamin Carstene-Maddock	7922 Colapissa St	New Orleans	LA	70125
Bennie S Smith	3422 Joliet St	New Orleans	LA	70118
Brittany Delonde Stewart	3207 Fern St	New Orleans	LA	70125
Carolyn M Brown	3035 Short St	New Orleans	LA	70125
Cojo Enterprises LLC	7331 Arbor Dr	New Orleans	LA	70126
Current Resident	1 Mars Pl	New Orleans	LA	70125
Current Resident	11 Mars Pl	New Orleans	LA	70125
Current Resident	13 Mars Pl	New Orleans	LA	70125
Current Resident	15 Mars Pl	New Orleans	LA	70125
Current Resident	17 Mars Pl	New Orleans	LA	70125
Current Resident	19 Mars Pl	New Orleans	LA	70125
Current Resident	26 Mars Pl	New Orleans	LA	70125
Current Resident	27 Mars Pl	New Orleans	LA	70125
Current Resident	3 Mars Pl	New Orleans	LA	70125
Current Resident	3021 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3027 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3028 Fern St	New Orleans	LA	70125
Current Resident	3029 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3030 Fern St	New Orleans	LA	70125
Current Resident	3031 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3032 Fern St	New Orleans	LA	70125
Current Resident	3033 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3034 Fern St	New Orleans	LA	70125
Current Resident	3036 Fern St	New Orleans	LA	70125
Current Resident	3037 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3038 Fern St	New Orleans	LA	70125
Current Resident	3100 Fern St	New Orleans	LA	70125
Current Resident	3101 Fern St	New Orleans	LA	70125

Current Resident	3101 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3102 Fern St	New Orleans	LA	70125
Current Resident	3103 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3104 Fern St	New Orleans	LA	70125
Current Resident	3127 Short St	New Orleans	LA	70125
Current Resident	3139 Short St	New Orleans	LA	70125
Current Resident	3201 Fern St	New Orleans	LA	70125
Current Resident	3201 S Carrollton Ave	New Orleans	LA	70125
Current Resident	3201 Short St	New Orleans	LA	70125
Current Resident	3205 Fern St	New Orleans	LA	70125
Current Resident	3209 Fern St	New Orleans	LA	70125
Current Resident	3211 Fern St	New Orleans	LA	70125
Current Resident	3213 Fern St	New Orleans	LA	70125
Current Resident	3215 Fern St	New Orleans	LA	70125
Current Resident	34 Mars Pl	New Orleans	LA	70125
Current Resident	36 Mars Pl	New Orleans	LA	70125
Current Resident	38 Mars Pl	New Orleans	LA	70125
Current Resident	40 Mars Pl	New Orleans	LA	70125
Current Resident	5 Mars Pl	New Orleans	LA	70125
Current Resident	7 Mars Pl	New Orleans	LA	70125
Current Resident	7705 Colapissa St	New Orleans	LA	70125
Current Resident	7707 Colapissa St	New Orleans	LA	70125
Current Resident	7801 Earhart Blvd	New Orleans	LA	70125
Current Resident	7801 Earhart Blvd Ste A	New Orleans	LA	70125
Current Resident	7801 Earhart Blvd Ste B	New Orleans	LA	70125
Current Resident	7826 Earhart Blvd	New Orleans	LA	70125
Current Resident	7828 Earhart Blvd	New Orleans	LA	70125
Current Resident	7829 Oleander St	New Orleans	LA	70125
Current Resident	7834 Earhart Blvd	New Orleans	LA	70125
Current Resident	7838 Earhart Blvd	New Orleans	LA	70125
Current Resident	7839 Colapissa St	New Orleans	LA	70125
Current Resident	7839 Oleander St	New Orleans	LA	70125
Current Resident	7900 Earhart Blvd	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd HM	New Orleans	LA	70125

Current Resident	7901 Earhart Blvd Ste A	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd Ste B	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd Ste C	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd Ste D	New Orleans	LA	70125
Current Resident	7901 Earhart Blvd Ste E	New Orleans	LA	70125
Current Resident	7901 Oleander St	New Orleans	LA	70125
Current Resident	7904 Earhart Blvd	New Orleans	LA	70125
Current Resident	7905 Oleander St	New Orleans	LA	70125
Current Resident	7906 Earhart Blvd	New Orleans	LA	70125
Current Resident	7907 Oleander St	New Orleans	LA	70125
Current Resident	7908 Earhart Blvd	New Orleans	LA	70125
Current Resident	7911 Oleander St	New Orleans	LA	70125
Current Resident	7912 Colapissa St	New Orleans	LA	70125
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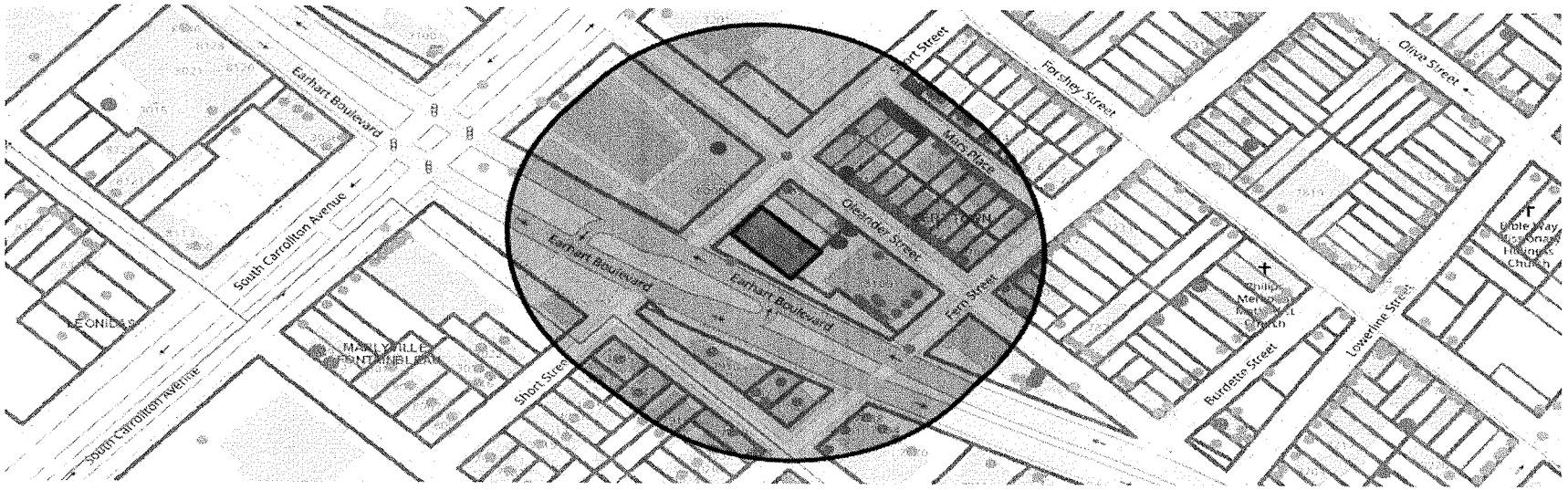
Current Resident	7924 Colapissa St	New Orleans	LA	70125
Current Resident	7927 Oleander St	New Orleans	LA	70125
Current Resident	7928 Oleander St	New Orleans	LA	70125
Current Resident	7929 Oleander St	New Orleans	LA	70125
Current Resident	7931 Oleander St	New Orleans	LA	70125
Current Resident	7979 Earhart Blvd	New Orleans	LA	70125
Current Resident	7979 Earhart Blvd Ste 1A	New Orleans	LA	70125
Current Resident	7979 Earhart Blvd Ste 1B	New Orleans	LA	70125
Current Resident	7979 Earhart Blvd Ste 2A	New Orleans	LA	70125
Current Resident	8000 Forshey St	New Orleans	LA	70125
Current Resident	9 Mars Pl	New Orleans	LA	70125
Daniel A Mayer	445 Audubon Blvd	New Orleans	LA	70125
Daughters of Charity Service	PO Box 4148	New Orleans	LA	70178

Daughters of Charity Social S	4164 Canal St 201 St Charles Avenue Suite 3920	New Orleans	LA	70119
Delores T Williams	7648 Shorewood BD	New Orleans	LA	70128
Denise Holden	2600 New Orleans St	New Orleans	LA	70119
Diane Joichin Bush	22 Mars Pl	New Orleans	LA	70125
Dominici Properties LLC	5500 Prytania St #407	New Orleans	LA	70125
Earhart Square Group LLC	2309 L&A Rd	Metairie	LA	70001
Elena M Esteban	1922 Adams St	New Orleans	LA	70118
Ennis Weber	1301 E Parkerville Rd Suite A8 #1042	De Soto	TX	75115
Francis J Turner	7909 Oleander St	New Orleans	LA	70125
Harry's Holdings LLC	13344 Chef Menteur HW Com Plaza Building A & B	New Orleans	LA	70129
James A Gonczi	3033 Short St	New Orleans	LA	70125
Lavignebaker Realty LLC	1204 Bluff Dr	Slidell	LA	70461
Lisa Robertson	617 Third St	New Orleans	LA	70130
Lisa Robertson	617 3rd St	New Orleans	LA	70130
Lula Mae McClodden Fisher	Etals 7918 Colapissa St	New Orleans	LA	70125
M Moss	Est 3139 Short St	New Orleans	LA	70125
Miltoria I Carter	C/O Buoa Dimora LLC 1455 Stillwater Dr	Mandeville	LA	70471
Miskut Enterprises LLC	4307 Hollygrove St	New Orleans	LA	70118
Monica A Doubard	14 Mars Pl	New Orleans	LA	70125
New Orleans Area Habitat Fo	2900 Elysian Fields Ave	New Orleans	LA	70122
Nyja L Horton	21 Mars Pl	New Orleans	LA	70125
Obelisk Properties Earhart Bo	1100 Poydras St Suite 2905	New Orleans	LA	70163
Of Charity Daughters	4164 Canal St	New Orleans	LA	70119
Perez Nelson E	7220 Monroe St	New Orleans	LA	70123
Queen M Payton	10 Mars Pl	New Orleans	LA	70125
R & RC Holdings LLC	C/O Omega Invest LLC 7801 Allison Way Apt 207	Arvada	CO	80005
Sargon A James	30 Mars Pl	New Orleans	LA	70125
Shawn Reed	6 Mars Pl	New Orleans	LA	70125
Tamia N Trufant	7925 Oleander St	New Orleans	LA	70125
Timothy H Norton	5 Beverly Garden Dr	Metairie	LA	70001
Timothy Norton	5 Beverly Garden Dr	Metairie	LA	70001
Trung T Tran	11211 Ivy Ln	New Orleans	LA	70128
Weixian Xiong	21 Spring Glen Ct	Cockeysville	MD	21030

EMAIL: COUNCIL MEMBER, CPC, REGISTERED NEIGHBORHOOD ORGS

Name	Contact Name	Email Address
City Planning Commission		cpcinfo@nola.gov
Council District B	Aimee McCarron	Aimee.McCarron@nola.gov
Carrollton Area Network	H.V. Nagendra	h.nagendra@att.net
Carrollton United	Betty DiMarco	dimarco_bl@bellsouth.net
Together Gert Town Neighbo	Candes Carter	info@togethergerttown.com



March 9, 2026

Dear Neighbor,

Please join Allison and Glenn Charles for a Neighborhood Participation Program (NPP) meeting regarding the property at 7979 Earhart.

Date: Friday, April 3, 2026
Time: 3:30PM
Location: Nice Guys Nola, 7910 Earhart Blvd, New Orleans, 70125

Our company is proposing to redevelop this property into a small boutique hotel consisting of eight (8) guest rooms designed to offer a comfortable and intimate lodging experience for visitors to the area. Construction improvements will begin once the necessary permits have been granted, and the project is anticipated to be completed within an estimated 180-day construction timeline.

The property is located in an HU-MU (Historic Urban – Mixed Use) zoning district, where a hotel is a conditional use according to Article 12, Section 12.2.A (Table 12-1). As part of the required process, our application must be reviewed and heard by the City Planning Commission and City Council and we are required to complete the NPP meeting before submitting our application to the City Planning Commission for review. This meeting is an opportunity to share details of our proposal, answer questions, and receive feedback from residents prior to the formal hearing.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to the NPP meeting where you can learn more about what we propose, and present questions or concerns. This letter is being delivered via the U.S. mail and hand delivery. At the meeting, I will provide a sign-in sheet to obtain email addresses so that I can keep you updated if there are any changes to the plans.

If you are unable to attend and would like to receive information from the meeting, or have any additional questions or comments, please feel free to contact me. I hope to see you at the meeting.

Sincerely,

Krystyna Tate
krystyna@pcmidsouth.com
773-398-6422

Gmail Krystyna Tate <krystyna@propertycentralmidsouth.com>

7979 Earhart NPP Notice

3 messages

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:47 AM
To: info@togethergerttown.com

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 7979 Earhart. If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Earhart NPP Letter.pdf
504K

Candes Carter <candes@thecarterexp.com> Mon, Mar 16, 2026 at 11:37 AM
To: krystyna@pcmidsouth.com
Cc: Together Gert Town <info@togethergerttown.com>

Hi Krystna,

Candes Carter, President of the Together Gert Town Neighborhood Association, thank you for the notice.

We will share this announcement during our upcoming neighborhood association meeting on Wednesday, March 18 at 6:00 PM at 3305 Audubon Street (Greater King Solomon).

If you are available to join us, please feel free to attend. If not, no worries at all.

Thank you,
Candes Carter, MPA | **Principal Consultant**
618-972-0858 | candes@thecarterexp.com | Schedule 30 mins: click here

www.thecarterexp.com

This email and any attachments may contain confidential or privileged information intended only for the recipient. If you received this message in error, please notify the sender and delete it from your system.

On Thu, Mar 12, 2026 at 8:50AM Together Gert Town <info@togethergerttown.com> wrote:

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android<https://aka.ms/AAb9ysg>

From: Krystyna Tate <krystyna@pcmidsouth.com>
Sent: Thursday, March 12, 2026 8:47:47 AM
To: Together Gert Town <info@togethergerttown.com>
Subject: 7979 Earhart NPP Notice
[Quoted text hidden]

Krystyna Tate <krystyna@pcmidsouth.com> Mon, Mar 16, 2026 at 7:09 PM
To: Candes Carter <candes@thecarterexp.com>
Cc: Together Gert Town <info@togethergerttown.com>

Good evening,

I'm glad you received the notice and thank you for sharing. Unfortunately, I will be out of town on Wednesday but I will pass along to my partner and see if he is available. Once again thank you for the invite and look forward to connecting soon.

Krystyna
[Quoted text hidden]

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

7979 Earhart NPP Notice

2 messages

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:43 AM
To: cpcinfo@nola.gov, aimee.mccarron@nola.gov

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 7979 Earhart. If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Earhart NPP Letter.pdf
504K

Valerie A. McMillan <Valerie.McMillan@nola.gov> Tue, Mar 17, 2026 at 10:54 AM
To: "krystyna@pcmidsouth.com" <krystyna@pcmidsouth.com>

Hi Krystyna,

Thanks for your patience. This letter had already been received and uploaded to the One Stop App.

Best,

Valerie

Valerie McMillan (*she/her*) MPH, MSUS
Community Engagement Planner | City Planning Commission
1300 Perdido St. Suite 7th Floor
504.658.7030 | valerie.mcmillan@nola.gov
"We must endure a bowl full of adversity, to appreciate a cup full of joy." – Buddhist proverb
Please be advised that all email correspondence is subject to the state's public records laws.

BE AWARE OF FRAUDULENT EMAIL SCHEMES
****Legitimate emails from the City of New Orleans will originate from a @nola.gov email address****

RESOURCES:
Application Forms
Property Viewer (check the zoning of a property)
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

ENGAGEMENT:
Subscribe to CPC Public Notice
Subscribe to BZA Public Notice
Subscribe to NoticeMe
Follow CPC on Facebook
Follow CPC on Instagram
City Planning Commission - YouTube

From: CPCINFO <CPCINFO@nola.gov>
Sent: Thursday, March 12, 2026 10:04 AM
To: Valerie A. McMillan <Valerie.McMillan@nola.gov>
Subject: Fw: 7979 Earhart NPP Notice

Valerie McMillan (*she/her*) MPH, MSUS
Community Engagement Planner | City Planning Commission
1300 Perdido St. Suite 7th Floor
504.658.7030 | valerie.mcmillan@nola.gov
"We must endure a bowl full of adversity, to appreciate a cup full of joy." – Buddhist proverb
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****Legitimate emails from the City of New Orleans will originate from a @nola.gov email address****

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Frequently Asked Questions

ENGAGEMENT:
Subscribe to CPC Public Notice
Subscribe to BZA Public Notice
Subscribe to NoticeMe
Follow CPC on Facebook
Follow CPC on Instagram
City Planning Commission - YouTube

From: Krystyna Tate <krystyna@pcmidsouth.com>
Sent: Thursday, March 12, 2026 8:43 AM
To: CPCINFO <CPCINFO@nola.gov>; Aimee B McCarron <Aimee.McCarron@nola.gov>
Subject: 7979 Earhart NPP Notice

[Quoted text hidden]

Earhart NPP Letter.pdf
504K

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

7979 Earhart NPP Notice

1 message

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:44 AM
To: "dimarco_bl@bellsouth.net" <dimarco_bl@bellsouth.net>

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 7979 Earhart. If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Earhart NPP Letter.pdf
504K

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

7979 Earhart NPP Notice

1 message

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:47 AM
To: "h.nagendra@att.net" <h.nagendra@att.net>

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 7979 Earhart If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Earhart NPP Letter.pdf
504K

7979 Earhart Neighborhood Participation Meeting

Date: April 3, 2026
Location: Nice Guys Nola

I. **Welcome**

A. Introduction of speakers and their relationship to the project

B. Overview of handouts

C. Disbursement of Comprehensive Zoning Article

II. **Description of the Project**

A. Proposal detail

B. Citations of Comprehensive Zoning Ordinance

C. Note of zone and zone change request

D. Specs of building

E. Neighborhood impact

III. **Public Comment**

A. Open floor for comments

B. Retrieve comment cards

IV. **Summary**

A. Update and follow up procedure

V. **Next Steps**

A. Commission Online Tools

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: April 3, 2026 3:30pm

Meeting Location: Nice Guys Nola

Project Name/Address: 7979 Earhart Hotel

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
Darlisa Riche	Together Gert Town	3421 PINE ST	70125	(210) 274-7357	DARLISA RICHE@gmail.com
CANDES CARTER	TOGETHER GERTTOWN	—	70125	504 264 2708	INFO@TOGETHERGERTTOWN.com
Sora Ekenze	citizen	—		504 810-8881	
Jovielle Bridges	citizen	—	—	504-756-9452	dorlenesmith84@gmail.com
Glenn C Charles		7910 Earhart	70125	504 799 4739	
Allison Charles	Citizen	7910 Earhart	70125	504-919-1141	
Krystyna Tate	rep		70129	773-398-6422	krystyna@pcmidsouth.com

DATE: 4/3/20

NAME/ADDRESS OF PROJECT: Soper Ekanger

COMMENT/QUESTION:

- parking
- trash
- noise ordinance
- will this be a positive impact on neighborhood?

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

Nettgrow Enterprises LLC
5208 Magazine Street #374
New Orleans, LA 70115

On Behalf of: Annette Newsum
7735 Earhart Blvd.
New Orleans, LA 70125

April 2, 2026

Proxy Authorization

To whom this may concern,

This letter serves as formal authorization for **Candes Carter** to act on my behalf for the duration of April 3, 2026, beginning at 3:00 pm and ending at 7:00 pm. During this period, **Candes Carter** is authorized to handle all tasks as it relates to the Neighborhood Participation Program (NPP) meeting regarding the property at 7979 Earhart Blvd.

This proxy is temporary and will automatically terminate on April 3, 2026, at 7:00 pm. **Candes Carter** will present a copy of this letter and their identification for your verification.

Please do not hesitate to reach out to me at info@annettemnewsum.com for any additional clarification.

Sincerely,

Annette Newsum

Gmail Candes Carter <candes@thecarterexp.com>

Temporary Proxy

4 messages

Annettte N <annette2782@gmail.com> Thu, Apr 2, 2026 at 9:13 AM
To: Candes Carter <candes@thecarterexp.com>
Cc: Together Gert Town <Info@togethergerttown.com>, Annette Newsum <info@annettemnewsum.com>

Hello Candes,
Please see the attachment.

Best Regards,
Annette

Proxy - 7735 Earhart Blvd..pdf
23K

Candes Carter <candes@thecarterexp.com> Thu, Apr 2, 2026 at 9:17 AM
To: Annettte N <annette2782@gmail.com>
Cc: Together Gert Town <Info@togethergerttown.com>, Annette Newsum <info@annettemnewsum.com>

Good morning Annettte,

Received. Any comments you have to share? Are you in favor or opposed to the boutique hotel. Any questions you would like answered?

Thank you,
Candes Carter, MPA | Principal Consultant
Phone: 618-972-0858 | Email: candes@thecarterexp.com
www.thecarterexp.com

On Thu, Apr 2, 2026, 9:14 AM Annettte N <annette2782@gmail.com> wrote:
> Hello Candes,
> Please see the attachment.
>
> Best Regards,
> Annette

Annettte N <annette2782@gmail.com> Thu, Apr 2, 2026 at 9:24 AM
To: Candes Carter <candes@thecarterexp.com>
Cc: Together Gert Town <Info@togethergerttown.com>, Annette Newsum <info@annettemnewsum.com>

I'm good! I like the idea!!

On Thu, Apr 2, 2026 at 9:18 AM Candes Carter <candes@thecarterexp.com> wrote:
> Good morning Annettte,
>
> Received. Any comments you have to share? Are you in favor or opposed to the boutique hotel. Any questions you would like answered?
>
> Thank you,
> Candes Carter, MPA | Principal Consultant
> Phone: 618-972-0858 | Email: candes@thecarterexp.com
> www.thecarterexp.com
>
> On Thu, Apr 2, 2026, 9:14 AM Annettte N <annette2782@gmail.com> wrote:
> > Hello Candes,

Please see the attachment.

Best Regards,
Annette

Candes Carter <candes@thecarterexp.com> Thu, Apr 2, 2026 at 9:26 AM
To: Annettte N <annette2782@gmail.com>
Cc: Together Gert Town <Info@togethergerttown.com>, Annette Newsum <info@annettemnewsum.com>

Thank you for the update. I will state you like the idea and are in support of.

Candes Carter, MPA | Principal Consultant
Phone: 618-972-0858 | Email: candes@thecarterexp.com
www.thecarterexp.com

On Thu, Apr 2, 2026, 9:24 AM Annettte N <annette2782@gmail.com> wrote:
I'm good! I like the idea!!

On Thu, Apr 2, 2026 at 9:18 AM Candes Carter <candes@thecarterexp.com> wrote:
Good morning Annettte,

Received. Any comments you have to share? Are you in favor or opposed to the boutique hotel. Any questions you would like answered?

Thank you,
Candes Carter, MPA | Principal Consultant
Phone: 618-972-0858 | Email: candes@thecarterexp.com
www.thecarterexp.com

On Thu, Apr 2, 2026, 9:14 AM Annettte N <annette2782@gmail.com> wrote:
Hello Candes,
Please see the attachment.

Best Regards,
Annette

7979 EARHART

Neighborhood Participation Program Meeting 4/3/26

Contact

Krystyna Tate: krystyna@pcmidsouth.com

Build Status & Specs

Remodeling of this business has not began. Construction is expected to be completed within 180 days from start and host 8 rooms and a lounge. It is approximately 6300 sq ft.

Digital Copy of Handout

Proposal Description

The proposed development will consist of approximately eight guest rooms and a small lounge area designed to provide a comfortable and intimate hospitality experience. The vision for the property is to create a thoughtfully designed boutique-style accommodation that reflects the culture, charm, and welcoming spirit of New Orleans.

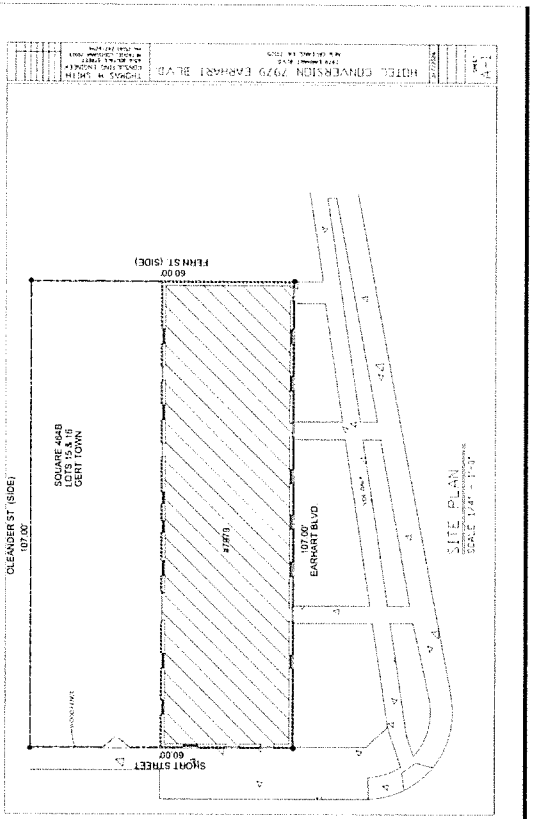
The owners are seeking approval for this use in order to create a unique lodging option that allows visitors and locals alike to experience the authentic character of the Mid-City/Carrollton area of New Orleans. This location provides an ideal setting for guests to explore nearby restaurants, local businesses, cultural landmarks, and neighborhood attractions that showcase the vibrant identity of the surrounding community.

The boutique hotel concept is intentionally designed to remain small in scale, ensuring that it blends well with the surrounding area while offering guests a more personalized and curated experience than traditional large hotel developments. The inclusion of a small lounge space will provide guests with a comfortable area to relax, socialize, and enjoy the welcoming atmosphere that the property intends to create.

The owners are excited about the opportunity to host travelers, visitors, and local residents looking for a distinctive and genuine New Orleans experience. The goal is to offer hospitality that highlights the unique culture, architecture, and neighborhood energy that make the Mid-City and Carrollton areas such special parts of the city.

In addition to providing a quality lodging option, the boutique hotel will also support the surrounding local economy by encouraging guests to patronize nearby restaurants, shops, and neighborhood businesses.

The owners are committed to operating the property responsibly, maintaining the building to a high standard, and ensuring that the boutique hotel remains a positive addition to the neighborhood and community.



CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ● Conditional Use/Planned Development

Address of Property for which this application is being filed. 7979 Earhart Dr., New Orleans, LA 70125

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ● Agent

Applicant Name Krystyna Tate

Applicant Address 4349 Genoa Rd

City New Orleans State LA Zip 70129

Applicant Contact Number 773-398-6422 Email krystyna@pcmidsouth.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name Allison and Glenn Inc.

Property Owner Address 7910 Earhart

City New Orleans State LA Zip 70125

Property Owner Contact Number 504-799-9739 Email glenn@niceguysnola.com

SPECIFIC ZONING REQUEST

PROPERTY LOCATION

Square Number(s) 464B Lot Number(s) 15, 16

Bounding Streets Short Fern

Zoning HU-MU Municipal District 7

Tax Bill Number 7164031010 Planning District 4

DESCRIPTION OF PROJECT (Attachments are acceptable)

The purpose of this project is to transform the current building located at 7979 Earhart to a boutique hotel to serve visitors and tourists.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date 2.20.26

Agent Signature _____ Date 2/20/26

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 20th day of February, 2026

My Commission expires at death

Christine A Daigle #129791
Christine A Daigle

CHRISTINE A. DAIGLE #129791 NOTARY PUBLIC MY COMMISSION IS FOR LIFE. ST BERNARD PARISH, LA

ALLISON AND GLENN INC.
7910 Earhart Blvd
New Orleans, LA 70125

February 19, 2026

RE: Authorization of Agent Representation

To Whom It May Concern,

This letter serves as formal authorization for DeShawn Davenport and Krystyna Tate, representatives of No Stress Code Compliance, to act as authorized agents on behalf of Allison and Glenn Inc. in all matters related to the property located at:

7979 Earhart Drive
New Orleans, Louisiana 70125

As authorized agents, DeShawn Davenport and Krystyna Tate are granted full authority to:

- Speak on behalf of Allison and Glenn Inc.
- Submit applications, documents, plans, and related paperwork
- Communicate with city, parish, state, and other governmental agencies
- Attend and participate in public hearings, meetings, and proceedings
- Receive correspondence and respond as necessary regarding this project

This authorization is granted for matters pertaining specifically to the above-referenced property and project and shall remain in effect unless revoked in writing by Allison and Glenn Inc.

Should you require any additional information or verification, please do not hesitate to contact us directly.

Sincerely,

Glenn Charles
Allison and Glenn Inc.

Sworn to and subscribed before me

this 20th day of Feb., 2026.

Christine A. Daigle #12979

Christine A. Daigle

CHRISTINE A. DAIGLE - #12979 NOTARY PUBLIC ST BERNARD PARISH, LA MY COMMISSION IS FOR LIFE

THIS DOCUMENT NOT PREPARED BY NOTARY, ATTESTING TO SIGNATURE(S) ONLY

ALLISON AND GLENN INC.
7910 Earhart Blvd
New Orleans, LA 70125

February 19, 2026

RE: Authorization of Agent Representation

To Whom It May Concern,

This letter serves as formal authorization for DeShawn Davenport and Krystyna Tate, representatives of No Stress Code Compliance, to act as authorized agents on behalf of Allison and Glenn Inc. in all matters related to the property located at:

7979 Earhart Drive
New Orleans, Louisiana 70125

As authorized agents, DeShawn Davenport and Krystyna Tate are granted full authority to:

- Speak on behalf of Allison and Glenn Inc.
- Submit applications, documents, plans, and related paperwork
- Communicate with city, parish, state, and other governmental agencies
- Attend and participate in public hearings, meetings, and proceedings
- Receive correspondence and respond as necessary regarding this project

This authorization is granted for matters pertaining specifically to the above-referenced property and project and shall remain in effect unless revoked in writing by Allison and Glenn Inc.

Should you require any additional information or verification, please do not hesitate to contact us directly.

Sincerely,

Glenn Charles
Allison and Glenn Inc.

Sworn to and subscribed before me

this 20th day of Feb., 2026.

Christine A. Daigle #12979

Christine A. Daigle

CHRISTINE A. DAIGLE - #12979 NOTARY PUBLIC ST BERNARD PARISH, LA MY COMMISSION IS FOR LIFE

THIS DOCUMENT NOT PREPARED BY NOTARY, ATTESTING TO SIGNATURE(S) ONLY

State of Louisiana Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
ALLISON & GLENN, INC	Business Corporation	NEW ORLEANS	Active

Previous Names

ALLISON & GLENN L.L.C. (Changed: 11/17/2022)

Business: ALLISON & GLENN, INC
Charter Number: 44131362D
Registration Date: 10/27/2020

Domicile Address

7910 EARHART BOULEVARD
NEW ORLEANS, LA 70125

Mailing Address

7910 EARHART BOULEVARD
NEW ORLEANS, LA 70125

Principal Office Address

7910 EARHART BOULEVARD
NEW ORLEANS, LA 70125

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 10/27/2020
Last Report Filed: 10/1/2025
Type: Business Corporation

Registered Agent(s)

Agent: DAVID BELFIELD III
Address 1: 2513 ACACIA STREET
City, State, Zip: NEW ORLEANS, LA 70122
Appointment Date: 10/27/2020

Officer(s)

Additional Officers: No

Officer: ALLISON CHARLES
Title: Director
Address 1: 7910 EARHART BOULEVARD
City, State, Zip: NEW ORLEANS, LA 70125

Officer: GLENN CHARLES

Title:	Director
Address 1:	7910 EARHART BOULEVARD
City, State, Zip:	NEW ORLEANS, LA 70125

Amendments on File (2)

Description	Date
Conversion	11/17/2022
Name Change	11/17/2022

Print

City Planning Commission Speaker Card

3

Date : 6-9-26

I would like to speak regarding CPC Docket : 058/26

IN SUPPORT

Name: Glenn Charles

Address: 1949 Eckhart

(●) I am the applicant for this docket

( ) I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

[ ] Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission Speaker Card

3

Date : 6-9-26

I would like to speak regarding CPC Docket : 058/26

IN SUPPORT

Name: Danielle Briggs

Address: 3601 Canal St.

( ) I am the applicant for this docket

( ) I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

[ ] Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

(Address)

City Planning Commission Speaker Card

3

Date : 06/09/26

I would like to speak regarding CPC Docket : 058/26

IN SUPPORT

Name: DeShawn Davenport

Address: 73162 United Church Rd

( ) I am the applicant for this docket

( ) I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

[X] Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission

Staff Report

Tuesday, June 9, 2026

Zoning Docket 060/26

Prepared by: Sarah C. King
Date: June 26, 2026
Deadline for CPC action: 08/08/2026
CC Deadline: 60 days from receipt
City Council District: B – Harris

Applicant: Pou Properties, LLC

Request: Conditional Use to permit a standard restaurant in the HU-B1 Historic Urban Neighborhood Business District and the Magazine Street Use Restriction Overlay District.

Property description: Square 153, Lot A, in the Fourth Municipal District, bounded by Sixth, Seventh, Camp and Magazine Streets

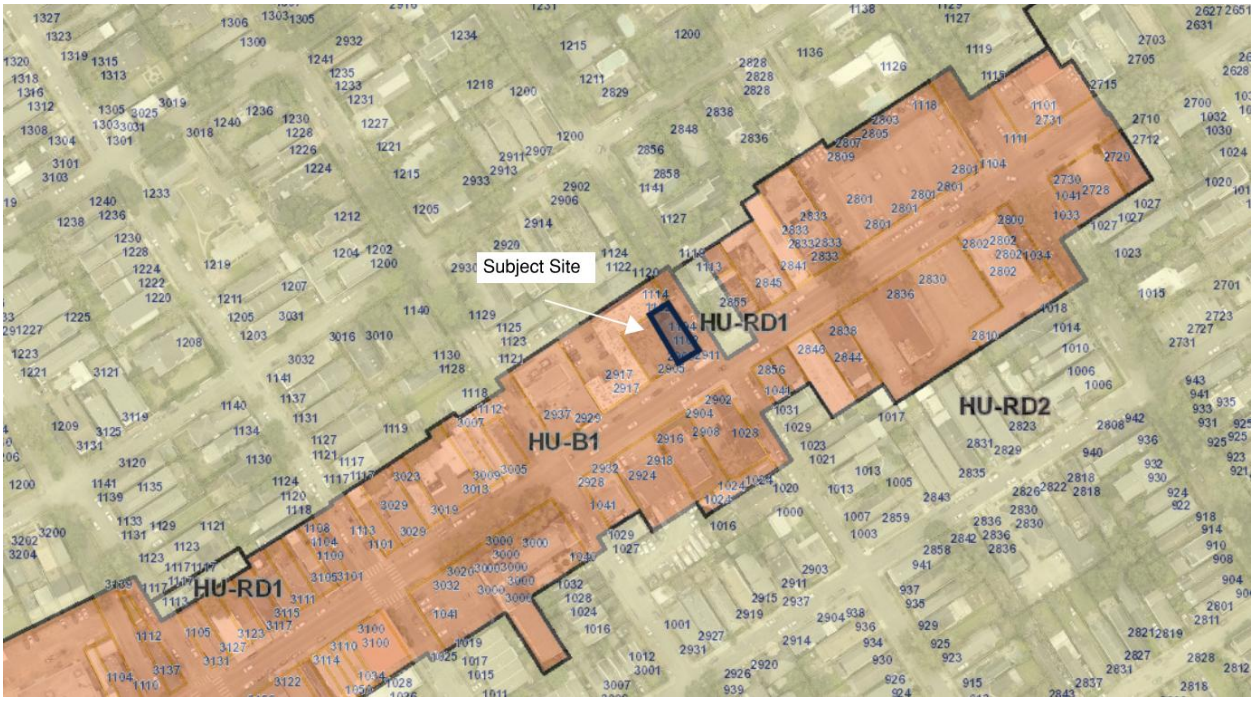
Municipal address: 2901 Magazine Street

Description

The subject property is a rectangular interior lot along Magazine Street measuring 34.6 feet in width, 80 feet in depth, and 2760 square feet in area. The previous commercial use of the building was as Lemon Shark Poke, and before that a GNC General Nutrition Center as far back as 2007. The building now houses a sushi restaurant, Nanami, that is classified as a specialty, or limited-service, restaurant for zoning purposes. The operator now wishes for the restaurant to be reclassified as a standard restaurant to enable the sale of alcoholic beverages at the restaurant (as standard restaurants are permitted to sell alcoholic beverages and standard restaurants are not). This requires conditional use approval because the Magazine Street Use Restriction Overlay District allows standard restaurants only as conditional uses.

FIGURE 1 – SUBJECT SITE

FIGURE 2 – ZONING MAP



Reason for Commission Review

Per **Article 18, Section 18.20.B.1**, a standard restaurant is deemed a conditional use in the Magazine Street Use Restriction Overlay District, even when allowed as a permitted use in the base zoning district. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards for Restaurants	
Requirement	**Notes**
1. A restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added: a. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises. b. All restaurants serving alcoholic beverages shall provide exterior security cameras.	A proviso will be included that contains all use standards applicable to this location.
2. A restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.	
3. If a restaurant contains a brewing, distilling or winemaking facility on-site, a floor plan indicating the area reserved for brewing, distilling or winemaking and a description of the facility and capacity. On-site micro-brewing, micro-distillery and winery facilities are only allowed in standard restaurants.	
4. Standard restaurants shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.	
5. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.	
6. All restaurants that serve alcoholic beverages are limited to the following hours of operation (see also Table 20-2: Restaurant Hours of Operation Regulations). No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers. These limitations do not apply to restaurants that serve alcoholic beverages in the Vieux Carré Districts, the CBD Districts, and in the C-1, C-2, C-3, LI, HI, MI, BIP, MU-2, EC, MC, and LS Districts. a. Sunday through Wednesday: from 6:00 am to 10:00 pm.	

b. Thursday through Saturday: from 6:00 am to 12:00 am (midnight). c. Other hours may be approved through the conditional use process.	
7. Hours of operation shall be posted on or near the restaurant entrance visible to the public.	
8. Live entertainment-secondary use and outdoor live entertainment-secondary use are separate uses and subject to separate approval. Additionally, the restaurant must remain open while any live entertainment takes place.	
9. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.	
10. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.	
11. Restaurants with drive-through facilities are subject to the standards of this Article. Standard restaurants with live entertainment – secondary uses are also subject to the standards of this Article. Drive-through facilities and live entertainment – secondary uses are considered separate principal uses and subject to separate approval.	
12. A holding bar is permitted only for a standard restaurant. The holding bar is an accessory use to the principal use of a standard restaurant. The holding bar is an area of a restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following: a. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three-hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. (See Figure 20-1: Restaurant Holding Bar.) If the holding bar is not set against a wall, the area shall be calculated from one bar front to another. b. The holding bar shall only be open to the public while food is being served in the restaurant's dining room. c. Through the conditional use process, the City Council may grant a variance to increase the square footage of the holding bar area. Such variance cannot exceed twenty-five percent (25%) of the public seating area of the restaurant.	
13. There shall be no cover charge to enter a restaurant.	

Parking Requirements

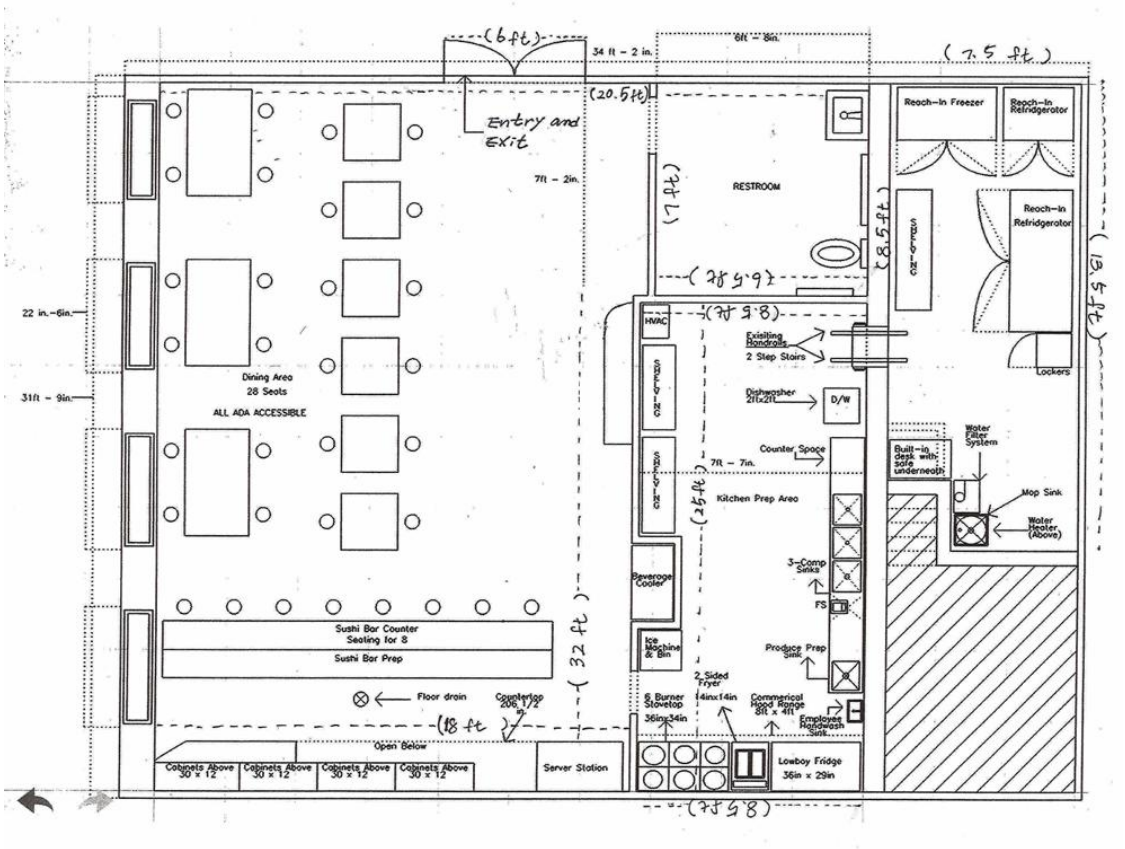
The proposed restaurant would have an area of 1,088 square feet at the ground floor. Per **Section 22.5.A**, the first 5,000 square feet of gross-floor area are exempt from providing parking, so there is no parking required for the restaurant. There is however, public parking located at the rear of the Magazine Commons shopping center that is adjacent to the site. Overall, the proposal meets all parking requirements.

Parking Requirements				
	Requirement	**Exceptions**	**Total Required**	**Provided**
Vehicle Parking	1 space:500 sf for commercial 1 space per unit for residential	No parking requirement for commercial space up to 5,000 sf	0	0
Bicycle Parking	1 space:2,500 sf for restaurant		0	0
Loading	None		0	0

Comments related to design

The applicant is proposing no interior modifications, as the existing restaurant use will continue to operate with the addition of sales of alcoholic beverages. Figure 3 shows the floor plan of the existing restaurant.

FIGURE 3: SITE PLAN



Anticipated impact on surrounding land uses

The subject site is located along a section of Magazine Street has historically been a mixed-use corridor with commercial uses interspersed among residential uses, so it is not likely that a standard restaurant would result in any negative impact for the surrounding residents. This is particularly the case because the restaurant already operates as a specialty restaurant, so the primary change to its operation will be the sale of alcoholic beverages. Assuming responsible management, the addition of alcoholic beverage sales will not substantially intensity the restaurant's operations or impacts on neighboring properties.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods

to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F** *Approval Standards* of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is **met**.

The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Mixed-Use Low Density" The goal, range of uses, and development character for that designation are copied below.

MIXED-USE LOW DENSITY

> **Goal:** Increase neighborhood convenience and walkability within and along edges of neighborhoods with low density residential and neighborhood-serving retail/commercial establishments.
>
> **Range of Uses:** Low-density single-family, two-family and multifamily residential and neighborhood business; typically businesses in residential scale buildings interspersed with residences. Uses can be combined horizontally or vertically (ground floor retail required in certain areas). Limited light-industrial uses (small food manufacturers, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** Height, mass and density of new development varied depending on surrounding neighborhood character. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed use is consistent with the general character of the neighborhood, a mixed-use area focused on walkability, cyclability, and transit access. The scale of the restaurant, in an existing mixed-use structure, is consistent with the commercial nature of Magazine Street and the goal, range of uses and development character of the Mixed-Use Low Density Neighborhood future land use designation.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is **met**.

The Comprehensive Zoning Ordinance states that the HU-B1 Neighborhood Business District is intended for commercial areas that predominantly serve the needs of the nearby residential neighborhoods. The general character of this type of development should be sensitive to and compatible with its residential surroundings. Restaurants are common along Magazine Street, and not overly saturated in this area. The continued operation of an existing building is compatible with neighborhood norms.

It should be noted that although the base zoning district permits restaurants by right, the Magazine Street Overlay District reclassifies restaurants as a conditional use due to concerns about overconcentration or clustering of restaurants along portions of Magazine Street. There are some other restaurants in this segment of Magazine Street. There does not appear to be an excessive concentration of restaurants, nor would there be with continuation of business this restaurant.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is **met**.

A proviso will ensure compliance with the use standards of **Article 20**; the environmental standards of **Section 21.3** do not apply to the nature of the proposed use.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is **met**.

The Magazine Street commercial corridor is heavily developed with a vibrant mix of commercial uses that already include standard restaurants. The applicant proposes to continue operation as restaurant with the addition of alcoholic beverage sales. There are no proposed exterior building modifications or alterations to the public right-of-way. Accordingly, the use would be compatible with the character and integrity of the neighborhood.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is **met**.

As it will be subject to standard operational requirements that apply to all restaurants, staff believe that the conversion of the specialty restaurant to a standard restaurant would not result in inappropriate or detrimental impacts to other properties in the vicinity.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 060-26 subject to three (3) provisos:

Provisos

1. In accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the use shall be in accordance with the following use standards:

    a. The restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

        i. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
        ii. All restaurants serving alcoholic beverages shall provide exterior security cameras.

    b. The restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

    c. If the restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

    d. The standard restaurant shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.

    e. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.

    f. The restaurant is limited to the following hours of operation. No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers.

        i. Sunday through Wednesday: from 6:00 am to 10:00 pm.
        ii. Thursday through Saturday: from 6:00 am to 12:00 am (midnight).

    g. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

    h. Live entertainment is a separate principal use and subject to separate approval.

i. If the restaurant use plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plans shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

j. Security and operation plans may be revised by the property owner or person authorized in writing by the owner. New plans shall be resubmitted for approval.

k. A holding bar is permitted. The holding bar is an accessory use to the principal use of the standard restaurant. The holding bar is an area of the restaurant where alcoholic beverages are prepared and served at the bar. Holding bars are subject to the following:

   i. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three-hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.
   ii. The holding bar should be only open to the public while food is being served in the restaurant dining room.

l. There shall be no cover charge to enter the restaurant.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.

3. The restaurant shall operate in accordance with the definition of a Standard Restaurant as defined in **Article 26, Section 26.6** of the Comprehensive Zoning Ordinance.

City Planning Commission Meeting (January 13, 2026)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from the applicant speaking in support of the request.

Commissioner Jordan made a motion to approve the application as recommended by the staff. Commission Flick seconded the motion which was adopted.

MOTION:
BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 060/26 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO THREE (3) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

1. In accordance with **Article 20, Section 20.3.ZZ** of the Comprehensive Zoning Ordinance, the use shall be in accordance with the following use standards:

    a. The restaurant shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

        iii. For restaurants with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
        iv. All restaurants serving alcoholic beverages shall provide exterior security cameras.

    b. The restaurant shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

    c. If the restaurant contains a brewing or distilling facility on-site, a floor plan indicating the area reserved for brewing or distilling and a description of the facility and capacity. On-site micro-brewing and micro-distillery facilities are only allowed in standard restaurants.

    d. The standard restaurant shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.

    e. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises are prohibited.

    f. The restaurant is limited to the following hours of operation. No new customers are permitted after the closing hour, and the restaurant shall be completely shut down, including no staff present on the premises, within two (2) hours of the closing time. Opening hour is for first opening of business to customers.

        iii. Sunday through Wednesday: from 6:00 am to 10:00 pm.
        iv. Thursday through Saturday: from 6:00 am to 12:00 am (midnight).

g. Hours of operation shall be posted on or near the restaurant entrance visible to the public.

h. Live entertainment is a separate principal use and subject to separate approval.

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iii. A holding bar cannot exceed fifteen percent (15%) of the floor area of the public seating area of the restaurant, up to a maximum area of three-hundred (300) square feet, including the service area behind the bar. The calculation of the total public seating area shall include the holding bar area in the calculation. If a portion of the holding bar is used to serve non-alcoholic beverages, such as coffee, that area is included as part of the holding bar area. The holding bar area shall be calculated from the back wall to the front of the bar. If the holding bar is not set against a wall, the area shall be calculated from one bar front to another.

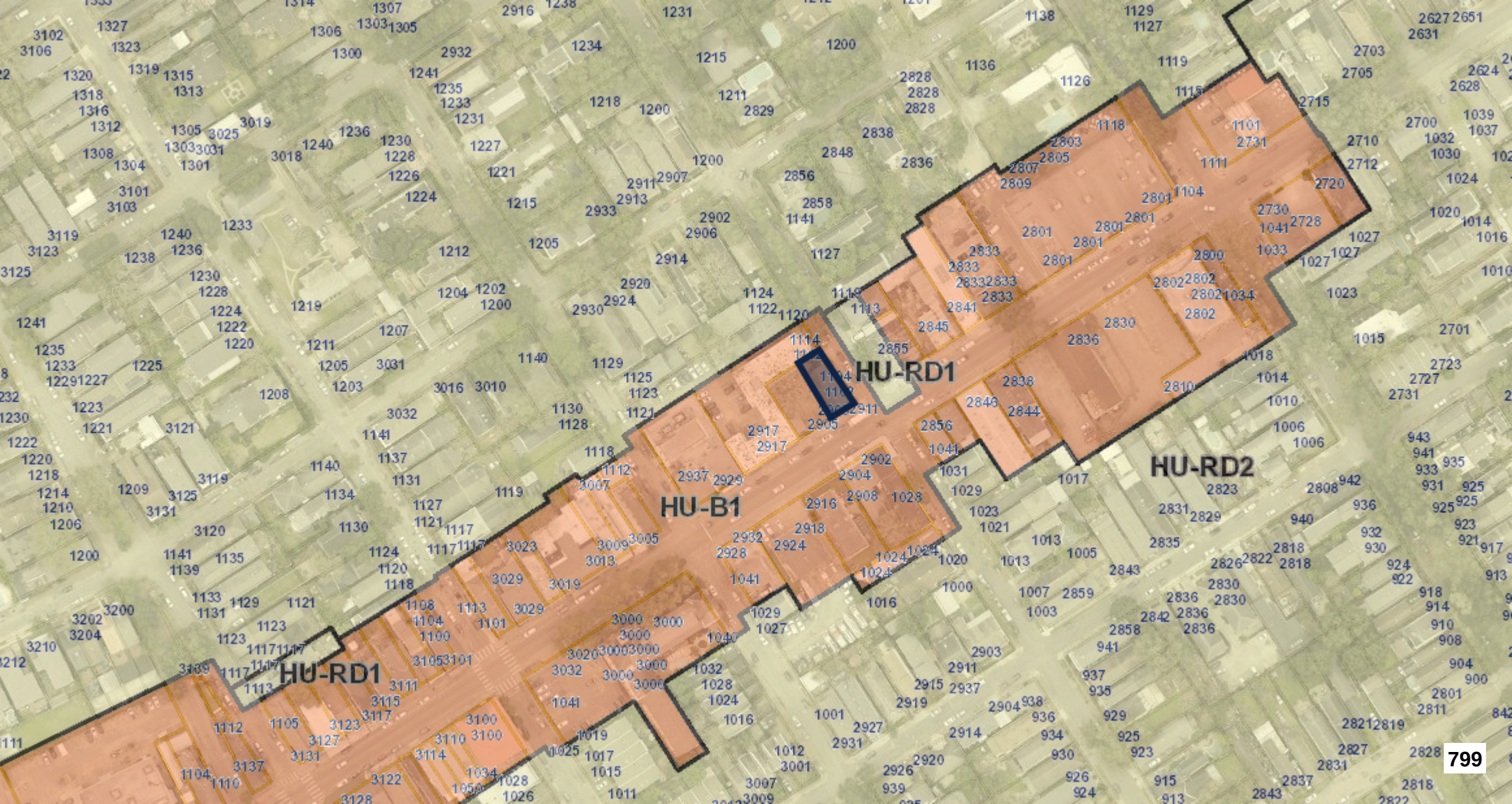
iv. The holding bar should be only open to the public while food is being served in the restaurant dining room.

l. There shall be no cover charge to enter the restaurant.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.

3. The restaurant shall operate in accordance with the definition of a Standard Restaurant as defined in **Article 26, Section 26.6** of the Comprehensive Zoning Ordinance.

YEAS: Flick, Herbert, Jackson, Jordan, Joshi-Gupta, Kepper, Poche, Steeg, Witry
NAYS: None
ABSENT: None


HU-RD1
HU-B1
HU-RD1
HU-RD2

ZACH SMITH
CONSULTING & DESIGN

March 20, 2026

Dear Neighbor,

On behalf of our client, we are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 2901 Magazine St. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Conditional Use for the standard restaurant with alcohol sales. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand.

This letter is being delivered through U.S. Mail or email.

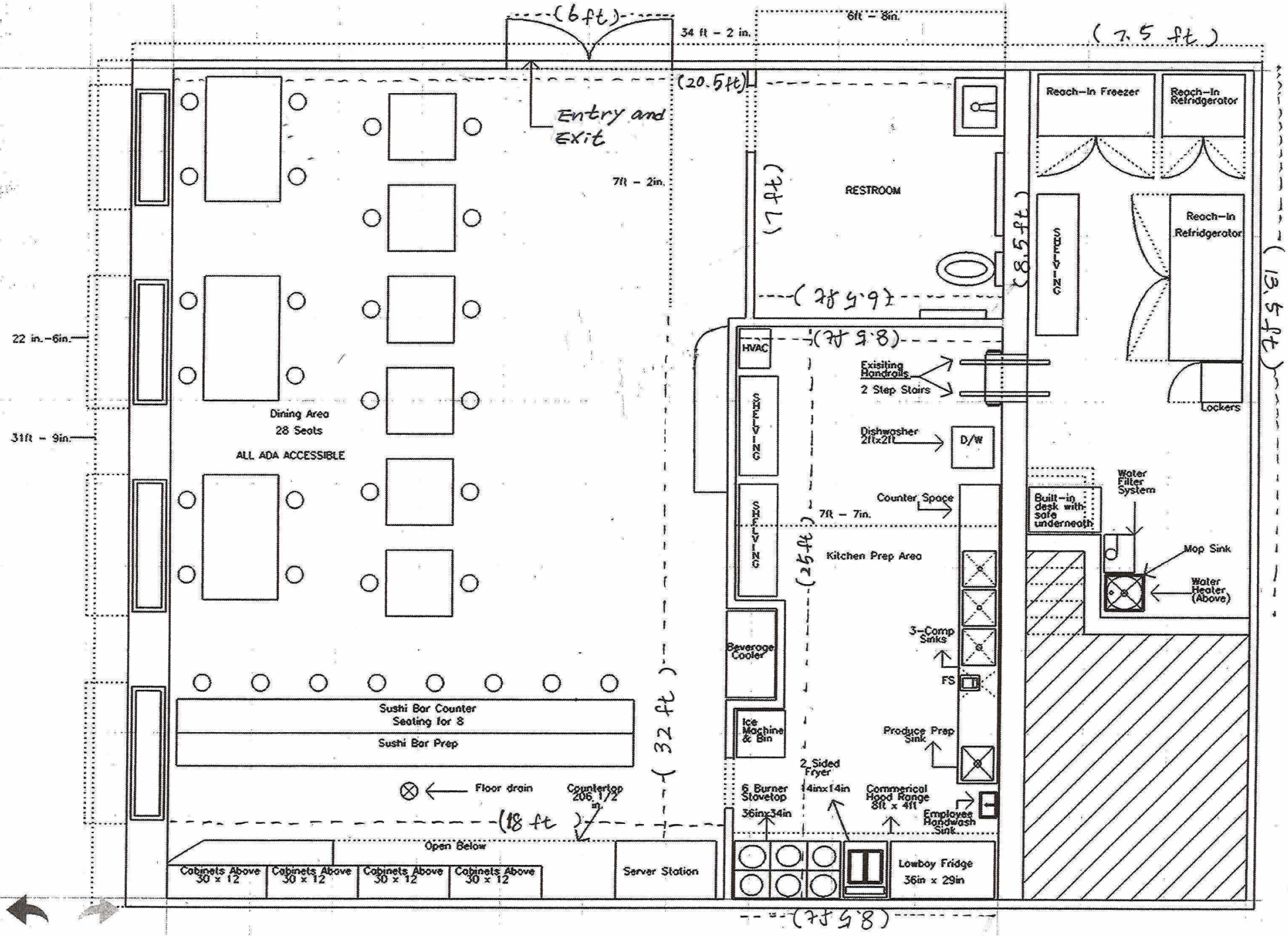
The meeting will take place: Monday, April 6, 2026, at 5:30pm at 2901 Magazine St., New Orleans, LA 70115

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "2901 Magazine" in the subject line.

Thank you,

Laura Barth
Permit Liaison | Zach Smith Consulting

O: +1 (504) 383 3748
E: laura@zachsmithconsulting.com
W: www.zachsmithconsulting.com


(6ft)
34 ft – 2 in.
6ft – 8in.
(7.5 ft)
(20.5ft)
Entry and Exit
7ft – 2in.
RESTROOM
(7ft)
(26.5ft)
(18.5ft)
(13.5ft)
Reach-In Freezer
Reach-In Refridgerator
Reach-In Refridgerator
SERVING
Lockers
22 in.–6in.
31ft – 9in.
Dining Area
28 Seats
ALL ADA ACCESSIBLE
HVAC
(28.5ft)
Exisiting Handrails
2 Step Stairs
SERVING
Dishwasher 2ft x 2ft
D/W
SERVING
Counter Space
7ft – 7in.
Kitchen Prep Area
(25ft)
Water Filter System
Built-in desk with safe underneath
Mop Sink
Water Heater (Above)
Beverage Cooler
3-Comp Sinks
FS
Ice Machine & Bin
Produce Prep Sink
(32 ft)
Sushi Bar Counter
Seating for 8
Sushi Bar Prep
Floor drain
Countertop 206 1/2 in.
2 Sided Fryer 14in x 14in
6 Burner Stovetop 36in x 34in
Commerical Hood Range 8ft x 4ft
Employee Handwash Sink
(18 ft)
Open Below
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Cabinets Above 30 x 12
Server Station
Lowboy Fridge 36in x 29in
(28.5ft)

2901 Magazine Photos

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OPEN

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REQUEST FOR NOTICE OF SEIZURE

CRESCENT TITLE, LLC
7835 MAPLE STREET
NEW ORLEANS, LA 70118

224657

TO: Clerk of Court
Parish of ORLEANS

DATE: October 13, 2022

REQUEST. In accordance with Act 615 of 1982 (La. R.S. 13:3886) the undersigned Lender does hereby request that the Sheriff of ORLEANS Parish, Louisiana, notify the undersigned Lender at the address hereinafter set forth in the event the following described property is seized by said Sheriff.

OWNERS(S): POU PROPERTIES, LLC

PROPERTY: The immovable (real) property located in ORLEANS Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See EXHIBIT "A", which is attached to this Request for Notice and made a part of this Request for Notice as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Real Property or its address is commonly known as 2917 MAGAZINE ST, NEW ORLEANS, LA 70115.

NAME AND ADDRESS OF PARTY TO BE NOTIFIED:

METAIRIE BANK & TRUST
MANDEVILLE BRANCH
4500 Hwy 22
MANDEVILLE, LA 70471

METAIRIE BANK & TRUST

X_____

CC: with check for fee to Sheriff

RECEIPT

RECEIPT OF THE SUM OF TWENTY DOLLARS ($20.00), being the fee required by La. R.S. 13:3886 for a request of notice of seizure, is hereby acknowledged by the Sheriff of ORLEANS Parish, this _____ day of _____, _____.

SHERIFF'S OFFICE OF ORLEANS PARISH:

X_____

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Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2022-40375 10/17/2022 09:20:52 AM
TYPE: RNS 4 PG(S)
MIN#: 1402168

Crescent Title, LLC
7835 Maple Street
New Orleans, LA 70118
224657

DATE: October 13, 2022
BORROWER: Pou Properties, L.L.C.
PROPERTY ADDRESS: 2917 Magazine Street, New Orleans, LA 70115

EXHIBIT "A"
LEGAL DESCRIPTION

1. ONE CERTAIN LOT PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 153, bounded by Seventh, Magazine, Camp and Sixth Streets, designated as LOT NO. 22 according to plan by F. B. Nichols, Surveyor, dated 12/14/1846, deposited in the office of L.R. Kenny, N.P., said Lot measures 34 feet, 9 inches front on Seventh Street, by 120 feet deep between equal and parallel lines.

The following is provided for informational purposes only:
The improvements thereon bear the Municipal No. 1121 Seventh Street, New Orleans, LA 70115.

2. ONE CERTAIN LOT PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 153 bounded by Camp, Magazine, Sixth and Seventh Streets. Said Lots are designated by the NOS 4, 5, & 6, on a plan by Gilbert & Kelly, dated 5/6/1927, according to which said lots measure each 28 feet, 6 inches, 2 lines front on Magazine Street, by a depth of 125 feet between equal and parallel lines. The said lots adjoin and Lot No. 4 commences at a distance of 84' 5" 2"', actual (84 feet 6 inches, 0 lines title) from the corner of Magazine and Sixth Streets.

The following is provided for informational purposes only:
The improvements thereon bear the Municipal No. 2917 Magazine Street, New Orleans, LA 70115.

3. ONE CERTAIN LOT PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FOURTH DISTRICT (erroneously cited in various acts as Sixth District) of the City of New Orleans, State of Louisiana, in SQUARE NO. 153, bounded by Magazine Street, Camp, Sixth, and Seventh Streets, said lot is designated by the LETTER B, on a survey made by E. L. Eustis, C.E. & S. dated 3/30/1939, a blue print of which is annexed to an act of sale of 5/4/1939, passed before Percy S. Benedict, N.P., according to which said survey said Lot measures 49 feet, 11 inches, 2 lines front on Magazine Street, same width in the rear, by a depth of 80 feet between equal and parallel lines, which said portion of ground is composed of the greater portion of original Lot No. 2 and 3. And according to a plan of survey made by Gilbert, Kelly & Couturie, Inc., S. & E., dated 12/16/1987, the said Lot B commences at a distance of 34 feet, 6 inches. 0 lines from the corner of Sixth Street and Magazine Street and is located in Square No. 153 of the Fourth District of the City of New Orleans.

The following is provided for informational purposes only:
Improvements thereon bear the Municipal No. 2905-07-09 Magazine Street, New Orleans, LA 70115.

4. ONE CERTAIN LOT PARCEL OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the FOURTH DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in the Square bounded by Sixth, Seventh, Camp and Magazine, designated on the assessment rolls as SQUARE NO. 153, which said lot or portion of ground is situated at a distance of 80 feet from Magazine Street, and measures more or less, in American measure, 45 feet front on Magazine Street, by a depth between parallel lines of 84 feet, 5 inches 2 lines; according to a blue print of survey by R.P. Rordam, C.E., dated 2/4/1948, the said Lot is designated as LOT C and has the same measurements as heretofore set out.

The following is provided for informational purposes only:
Improvements thereon bear the Municipal No. 1114 Sixth Street, New Orleans, LA 70115.

SA
TL

5. THAT CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the servitudes, rights and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans, in the FOURTH DISTRICT of the City of New Orleans, in SQUARE NO. 153 thereof, which square is bounded by Sixth, Magazine, Seventh, and Camp Streets, designated as LOT "A" (being composed of the greater and front portion of original Lot No. 1 and a small portion adjacent thereto of original Lot No. 2 shown on a plan by C. A. Hedin, Architect and Civil Engineer, dated 3/11/1850, deposited in the office of L. R. Kenny, late N.P.), said LOT "A" forms the corner of Sixth and Magazine Streets, and measures 34 feet 6 inches front on Magazine Street, the same in width in the rear, by a depth and front on Sixth Street of 20 feet, between equal and parallel lines. The above description is also in accordance with a survey by Sterling Mandle, L.S. dated 12/7/1977, print of which is annexed to an act before Curtis Allen Hennesy, N.P., dated 1/13/1978.

The following is provided for informational purposes only:
Improvements thereon bear Municipal Nos. 1100-1102, 1104 and 1108 Sixth Street (f/k/a 2901-2903 Magazine Street), New Orleans, LA 70115.

Being the same properties acquired by Pou Properties, L.L.C., by act dated August 10, 2004, registered in CIN 289520, Orleans Parish, Louisiana.

MORTGAGOR'S MARITAL STATUS:

Pou Properties, L.L.C. (Tax ID# XX-XXX0334), a Louisiana Limited Liability Company organized and existing under the Laws of the State of Louisiana, pursuant to Articles of Organization registered with the Secretary of State, represented herein by Michael P. Pou, Manager, pursuant to an Authorization, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: 2133 Octavia Street, New Orleans, LA 70115

Title Ins. Prod.: Crescent Title, LLC
Address: 7835 Maple Street, New Orleans, LA 70118
Prod. Lic. No.: 300974
Title Ins. Underwriter: First American Title Insurance Company of Louisiana
Title Opinion by: Paul M. Lapeyre
La. Bar No.: 08038

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-40375

Recording Date: 10/17/2022 09:20:52 AM

Document Type: REQUEST FOR NOTICE OF SEIZURE

Addtl Titles Doc Types:

Mortgage Instrument Number: 1402168

Filed by: CRESCENT TITLE LLC
7835 MAPLE ST
NEW ORLEANS LA 70118

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寿司

ZACH SMITH
CONSULTING & DESIGN

March 20, 2026

Dear Neighbor,

On behalf of our client, we are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This request must be heard by the City Planning Commission and City Council at public meetings.

As a nearby neighbor to 2901 Magazine St. or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Conditional Use for the standard restaurant with alcohol sales. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand.

This letter is being delivered through U.S. Mail or email.

The meeting will take place: Monday, April 6, 2026, at 5:30pm at 2901 Magazine St., New Orleans, LA 70115

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "2901 Magazine" in the subject line.

Thank you,

Laura Barth
Permit Liaison | Zach Smith Consulting

O: +1 (504) 383 3748
E: laura@zachsmithconsulting.com
W: www.zachsmithconsulting.com

NEW ORLEANS CITY PLANNING COMMISSION ONLINE TOOLS

CPC Website nola.gov/next/city-planning
The CPC website hosts many important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance (CZO) and the Master Plan. You can also access online mapping tools like Property Viewer and Open Project Viewer.

Comprehensive Zoning Ordinance czo.nola.gov
The entire text of the CZO can be viewed at this web address.

NoticeMe noticeme.nola.gov
NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system offers a way for interested parties to stay informed about land use proposals within a selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the CPC or Board of Zoning Adjustments.

One Stop App onestopapp.nola.gov
The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

Property Viewer property.nola.gov
The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays "layers" of information, including the Master Plan Future Land Use Map, current zoning districts, and the locations of site-specific zoning actions approved by ordinance such as Conditional Uses and Planned Developments. Links are provided that can take the viewer to applicable section of the CZO and Assessor records.

What is the CPC?
The New Orleans City Planning Commission (CPC) is a nine-member citizen board supported by a staff of planners. The CPC provides analysis and recommendations to the City Council on matters dealing with the present and future development of the City in accordance with the goals and policies of the City's Plan for the 21st Century, or "Master Plan." This includes reviewing, approving, and recommending requests for Master Plan amendments, map changes, text amendments to the Comprehensive Zoning Ordinance (CZO), appeals, and subdivisions.

(504) 658-7033 | cpcinfo@nola.gov | Facebook: New Orleans City Planning Commission | Instagram: @neworleanscpc
Visit us at 1340 Poydras Street, 8th Floor, New Orleans, LA 70112 between 9:00 a.m. and 4:00 p.m. Monday-Friday!

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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12.2.A PERMITTED AND CONDITIONAL USES

Only those uses of land listed under Table 12-1: Permitted and Conditional Uses (#table12-1) as permitted uses or conditional uses are allowed within the Historic Urban Neighborhood Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). No letter (i.e., a blank space) or the absence of the use from the table indicates that use is not permitted within that zoning district.

Table 12-1: Permitted and Conditional Uses

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
RESIDENTIAL USE				
Bed and Breakfast – Accessory	C	C	C	Section 20.3.I
Bed and Breakfast – Principal	C	C	C	Section 20.3.I
Day Care Home, Adult – Small	P	P	P	Section 20.3.T
Day Care Home, Adult – Large		P	P	Section 20.3.T
Dwelling, Above the Ground Floor	P	P	P	
Dwelling, Single-Family	P	P	P	
Dwelling, Two-Family	P	P	P	Section 20.3.Y
Dwelling, Townhouse			P	Section 20.3.X
Dwelling, Multi-Family			P	
Dwelling, Established Multi-Family	P,C[8]	P[9]		Section 20.3.W
Dwelling, Multi-Family - Limited to 4 Units Maximum	P	P		
Dwelling, Small Multi-Family Affordable	P	P	P	Section 20.3.SSS
Group Home, Small	P	P	P	Section 20.3.GG
Group Home, Large	P[2]	P[2]	P	Section 20.3.GG
Group Home, Congregate			C	Section 20.3.GG
Home Based Child Care, Small	P	P	P	Section 20.3.T
Permanent Supportive Housing	P[2]	P[2]	P	Section 20.3.PP

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS HU-B1A	HU-B1	HU-MU	USE STANDARDS
Residential Care Facility	P	P	P	Section 20.3.YY
COMMERCIAL USE				
Amusement Facility, Indoor		P	P	Section 20.3.E
Animal Hospital	P	P	P	
Art Gallery	P	P	P	
Arts Studio	P	P	P	
Bar			C	Section 20.3.G
Car Wash			C	Section 20.3.L
Catering Kitchen	P	P	P	
Day Care Center, Adult – Small	P	P	P	Section 20.3.S
Day Care Center, Adult – Large		P	P	Section 20.3.S
Day Care Center, Adult - Commercial		P	P	Section 20.3.S
Drive-Through Facility			C[3]	Section 20.3.V
Financial Institution	P	P	P	
Funeral Homes		C	C	
Grocery Store	P	P	P	
Gas Station		C	C	Section 20.3.EE
Health Club		P	P	
Hostel			C	
Hotel/Motel			C	
Ice Manufacturing and Vending Machines - Principal Use		C	C	Section 20.3.ZZZ
Live Entertainment – Secondary Use			C	Section 20.3.JJ
Medical/Dental Clinic	P	P	P	
Micro-Brewery			P	
Micro-Distillery			P	
Motor Vehicle Dealership, Small			P	
Motor Vehicle Service and Repair Facility, Small			C	Section 20.3.MM
Office	P	P	P	
Outdoor Live Entertainment - Secondary Use		C	C	Section 20.3.WWW
Personal Service Establishment	P	P	P	

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
Pet Day Care Service	P	P	P	Section 20.3.QQ
Public Market		P	P	Section 20.3.TT
Recording Studio			P	
Reception Facility		C	C	Section 20.3.WW
Restaurant, Carry-Out	C	P	P	Section 20.3.ZZ
Restaurant, Fast Food		C	C	Section 20.3.ZZ
Restaurant, Specialty	P	P	P	Section 20.3.ZZ
Restaurant, Standard	P	P	P	Section 20.3.ZZ
Retail Goods Establishment	P	P	P	
Retail Sales of Packaged Alcoholic Beverages		C[4]	C	
Short Term Rental, Commercial			P	Section 20.3.LLL
Small Box Variety Store	P	P	P	Section 20.3.NNN
Wine Shop		C	C	Section 20.3.PPP
Winery			P	
INDUSTRIAL USE				
Brewery			P[7]	
Food Processing			C	
Distillery			P[7]	
Manufacturing, Artisan			P	
Mardi Gras Den			C	
Mini-Warehouse			C	
Warehouse			C	
INSTITUTIONAL USE				
Child Care Center, Small	P	P	P	Section 20.3.S
Child Care Center, Large	P	P	P	Section 20.3.S
City Hall	C	C	C	
Community Center	C	P	P	
Convent and Monastery		P	P	
Cultural Facility	C	C	C	Section 20.3.R
Domestic Protection Shelter			P	Section 20.3.U
Educational Facility, Primary		P	P	Section 20.3.Z
Educational Facility, Secondary		P	P	Section 20.3.Z

Table 12-1: Permitted and Conditional Uses

USE[1]	DISTRICTS			USE STANDARDS
	HU-B1A	HU-B1	HU-MU	
Educational Facility, Vocational		P	P	Section 20.3.Z
Emergency Shelter			P	Section 20.3.AA
Government Offices	P	P	P	
Place of Worship		P	P	
Public Works and Safety Facility			C	
Social Club or Lodge	P	P	P	Section 20.3.CCC
OPEN SPACE USE				
Agriculture – No Livestock	P	P	P	Section 20.3.C
Agriculture – With Livestock	C	C	C	Section 20.3.C
Parks and Playgrounds	P	P	P	
Stormwater Management (Principal Use)	P	P	P	
OTHER				
EV Charging Station (Principal Use)		C	C	Section 20.3.YYY
Parking Lot (Accessory Use)	P[10]	P[10]	P[10]	
Parking Lot (Principal Use)		C	C	Section 20.3.OO
Parking Structure (Principal Use)		C	C	Section 20.3.OO
Planned Development	C	C	C	Article 5
Utilities		P[5]	P[5]	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	C,P[6]	C,P[6]	C,P[6]	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	C	C	C	Section 20.3.JJJ

TABLE 12-1 FOOTNOTES

[1] The terms in this column ("Use") are defined in Article 26.

[2] Subject to the use restrictions in Section 12.2.B.2.

[3] Subject to the use restrictions in Section 12.2.B.3.

[4] Subject to the use restrictions in Section 12.2.B.4.

[5] Electrical Utility Substations and Transmission Lines shall be subject to design review as per Article 4, Section 4.5.B.5 and Table 4.2

[6] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

[7] Subject to the use restrictions in Section 12.2.B.5.

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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12.3 SITE DESIGN STANDARDS

12.3.A BULK AND YARD REGULATIONS

12.3.A.1 GENERAL REGULATIONS

Table 12-2: Bulk and Yard Regulations establishes bulk and yard regulations for the Historic Urban Neighborhood Districts. (Highlighted letters in Table 12-2 indicate where those bulk and yard regulations are illustrated on the accompanying site diagram.)

Table 12-2: Bulk & Yard Regulations

Table 12-2: Bulk & Yard Regulations

BULK & YARD REGULATIONS	DISTRICTS		
	HU-B1A	HU-B1	HU-MU
BULK REGULATIONS			
MINIMUM LOT AREA	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du MF - 3-4 Units: 1,000sf/du (maximum of 4 units) Small MF Affordable: None Non-Residential: None Dwelling Above Ground Floor: 800sf/du	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du MF - 3-4 Units: 1,000sf/du (maximum of 4 units) Small MF Affordable: None Non-Residential: None Dwelling Above Ground Floor: 800sf/du	SF: 1,500sf/du 2F: 1,200sf/du MF: 1,000sf/du Small MF Affordable: None Townhouse: 2,000sf/du Dwelling Above Ground Floor: 800sf/du Non-Residential: None

Table 12-2: Bulk & Yard Regulations

	BULK & YARD REGULATIONS	DISTRICTS		
		HU-B1A	HU-B1	HU-MU
	MAXIMUM TOTAL FLOOR AREA – COMMERCIAL USE[1]	Permitted up to 5,000sf of total floor area Conditional use approval required for 5,000sf to 10,000sf of total floor area Uses with over 10,000sf of total floor area are prohibited	Permitted up to 5,000sf of total floor area Conditional use approval required for over 5,000sf of total floor area Uses with over 10,000sf of total floor area are prohibited	Permitted up to 5,000sf of total floor area Conditional use approval required for over 5,000sf of total floor area with the exception of grocery stores which are permitted by-right up to 10,000 square feet in area. Uses with over 10,000sf of total floor area are prohibited with the exception of grocery stores which are permitted through the conditional use process over 10,000sf of total floor area and within existing structures over 10,000 square feet in area.
A	MINIMUM LOT WIDTH	SF & 2F: 25' Non-Residential: None	SF, 2F, & MF: 25' Non-Residential: None	SF, 2F & MF: 25' Townhouse: 18' per du Non-Residential: None
B	MAXIMUM BUILDING HEIGHT	SF, 2F, & MF: 35' Non-Residential: 40' & no more than 3 stories	SF & 2F: 35' Non-Residential: 40' & no more than 3 stories	SF & 2F: 35' MF, Townhouse & Non-Residential: 40' & no more than 3 stories
	MINIMUM PERMEABLE OPEN SPACE	10% of lot area	10% of lot area	10% of lot area
	MINIMUM YARD REQUIREMENTS			
C	FRONT YARD	SF, 2F, & MF: See Section 11.3.A.2 Non-Residential/Mixed-Use/dwelling above ground floor: 0' build-to line	SF, 2F, & MF: See Section 11.3.A.2 Non-Residential/Mixed-Use/dwelling above ground floor: 0' to 10' build-to line	SF, 2F: See Section 11.3.A.2 Non-Residential/Mixed-Use/MF: 0' to 10' build-to line
D	INTERIOR SIDE YARD	3'	SF, 2F, MF: 3' Non-Residential/Mixed-Use/dwelling above ground floor: None, unless abutting a residential district then 3'[2]	SF & 2F: 3' Townhouse, MF & Non-Residential/ Mixed-Use: None, unless abutting a residential district then 3'[2]

Table 12-2: Bulk & Yard Regulations				
BULK & YARD REGULATIONS		DISTRICTS		
		HU-B1A	HU-B1	HU-MU
E	CORNER SIDE YARD	SF, 2F, & MF: See Section 11.3.A.3 Non-Residential/Mixed-Use/dwelling above ground floor: None, to a maximum of 3′	SF, 2F, & MF: See Section 11.3.A.3 Non-Residential/Mixed-Use/dwelling above ground floor: None, to a maximum of 5′	SF & 2F: 10% of lot width, but a minimum of 3′ Townhouse, MF & Non-Residential/Mixed Use: None, to a maximum of 5′
F	REAR YARD	20% of lot depth or 15′, whichever is less	SF,2F, & MF: 20% of lot depth or 15′, whichever is less Non-Residential/Mixed-Use/dwelling above ground floor: None, unless abutting a residential district then 15′[2]	Residential: 20% of lot depth or 15′, whichever is less Non-Residential/Mixed-Use/MF: None, unless abutting a residential district then 15′[2]

TABLE 12-2 FOOTNOTES

[1] Total floor area limits per commercial use.

[2] If a property abuts more than one zoning district, the more restrictive yard requirement applies.

Table 12-3: The Mandatory Inclusionary Zoning Sub-District (MIZ) regulations establish mandatory inclusionary unit thresholds, set aside requirements, and Area Medium Income (AMI) levels and is required for any development that contains residential development of 10 or more dwelling units, including rental and homeownership dwelling units. Affordable Housing Units shall be in accordance with the standards outlined in the table below. All other bulk and yard regulations for the sub-districts are subject to the corresponding non-inclusionary zoning base district regulations.

Table 12-3: Historic Urban Non-Residential Inclusionary Zoning Sub-District Regulations[1]					
Zoning Sub-District	Minimum Lot Area Requirement	Affordable Housing Unit Threshold	Set Aside Requirement %	Area Medium Income (AMI) Rental Units (%)	Area Medium Income AMI Homeownership (%)
HU-B1A-IZ	1,000 sf/du	10	5	60	60
HU-B1-IZ	1,000 sf/du	10	5	60	60
HU-MU-IZ	1,000 sf/du Dwelling Above Ground Floor: 800 sf/du	10	5	60	60

TABLE 12-3 FOOTNOTE

[1]The terms for the Mandatory Inclusionary Zoning Sub-Districts in this section are outlined in Article 28.

Historic Urban Neighborhoods - Commercial

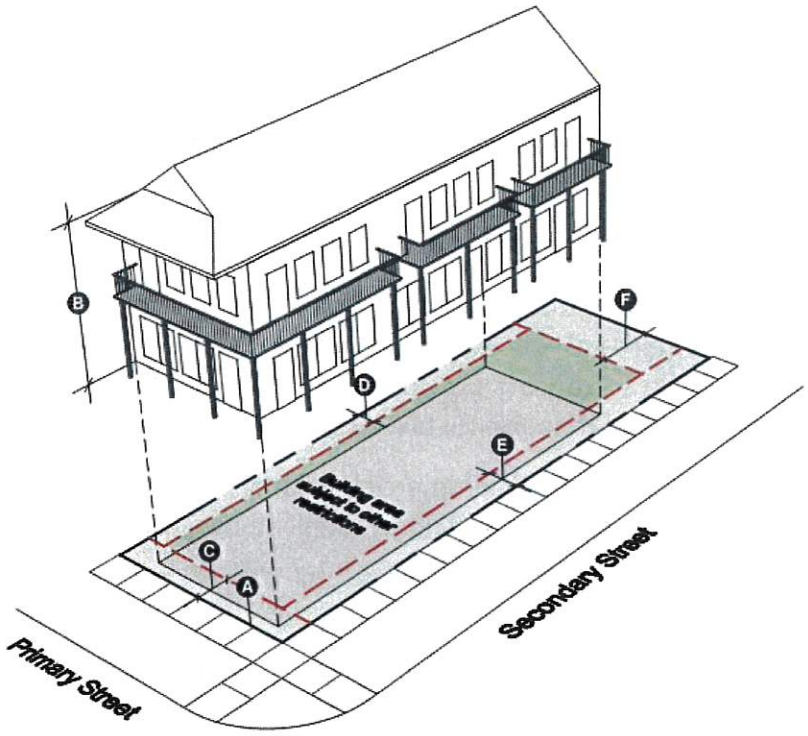

Illustration of site development standards

Range of potential building forms (not all development outcomes represented)

Photographs may be substituted at the discretion of the Executive Director of the City Planning Commission with the approval of the City Planning Commission.

(/nola/media/City-Planning/CZO/ARTICLE%2012/B-12-5-INSERT.jpg)

Adopted by Ord. 27,722 MCS, §5, April 11, 2018, Zoning Docket 113-17; Ord 28036, §1, March 28, 2019, ZD 112/18; Ord 28800 MCS, 10-21-21, ZD 56/21; Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21; Ord. 29126, 8-12-22, ZD016/22

12.3.B BUILDING DESIGN STANDARDS

1. The following standards shall apply to all sites, except single and two-family residential dwellings:

   a. All buildings shall provide a clearly identifiable entry from the public sidewalk at the front (primary street) elevation.

   b. Structures on a corner lot shall be built to the corner.

   c. Where reuse of an existing gas station is proposed, parking is permitted in the front of the structure, subject to the landscape standards of Article 23.7 provided that a designated pedestrian access way between the sidewalk and main entrance is provided. This access way shall be separated from parking areas by a landscaped area no less than five (5) feet wide.

   d. The ground floor of newly constructed commercial buildings shall contain a minimum transparency of fifty percent (50%) on the primary street and windows shall be constructed of transparent glass. Opaque, highly tinted, or reflective glass is prohibited. Transparency into the building shall be maintained. Any window signs shall consist of individual letters and numerals without the use of any background.

   e. For new construction, ADA accessible ramps and lifts shall compliment the building and be visually unobtrusive, preferably through internalized ramps or sloped walkways.

   f. The first floor of commercial buildings shall be designed with a minimum ceiling height of twelve (12) feet.

   g. Security bars, if installed, shall be on the inside of windows. Roll-up or accordion security grilles are permitted on the ground floor when constructed of a see-through, non-solid material. The Casing shall be painted to match the building and shall not damage or obscure architectural detailing.

   h. The following restrictions apply to building materials:

      i. The following materials are prohibited as the predominant surface finish material on exterior elevations visible from the public right-of-way. However, such materials may be used as part of decorative or detail elements, or as part of the exterior construction, such as a foundation course, that is not used as a predominant surface finish material.

         (1) Exterior insulating finish systems (EIFS, "Dryvit")

         (2) Stuccato Board

         (3) Vinyl

   i. The siting and design requirements for buildings in the HU-MU District are illustrated in Figure 12-2: HU-MU District Illustrative and Site Diagram.

2. The following standards shall apply to all sites that meet the applicability thresholds of Section 4.5 Development Plan and Design Review:

   a. Windows and doors shall have raised elements to create shadow and articulation. In addition, three-dimensional elements, such as balconies and bay windows, shall be incorporated to provide dimensional elements on a façade. Windows shall be set back into or projected out from the façade to provide façade

depth and shadow and a consistent style.

b. Facades shall be designed to be viewed from multiple directions with consistent materials and treatments that wraps around all facades. There shall be a unifying architectural theme for an entire multi-family or townhouse development, utilizing a common vocabulary of architectural forms, elements, materials, and colors around the entire structure.

FIGURE 12-1: PARKING LOT LOCATION

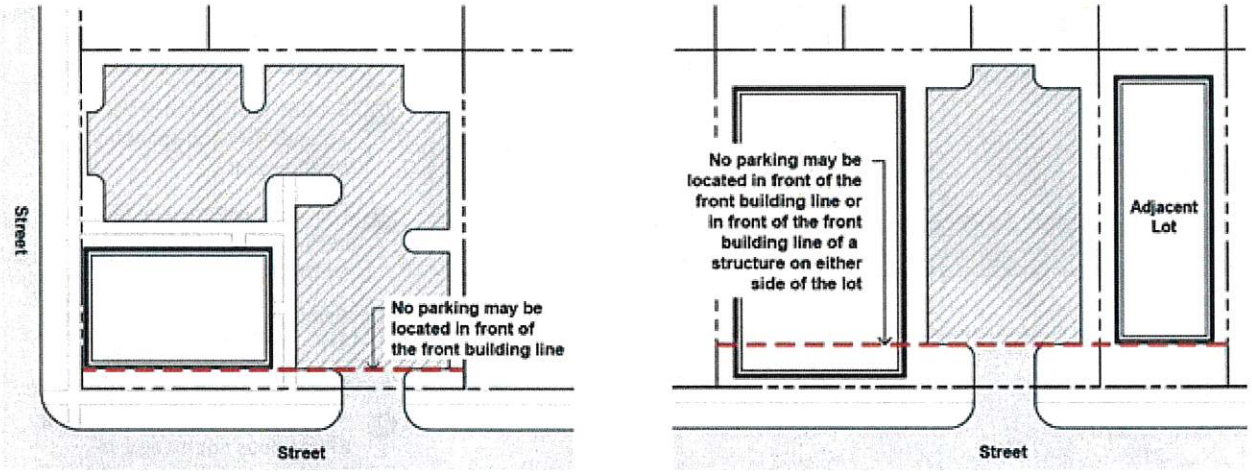

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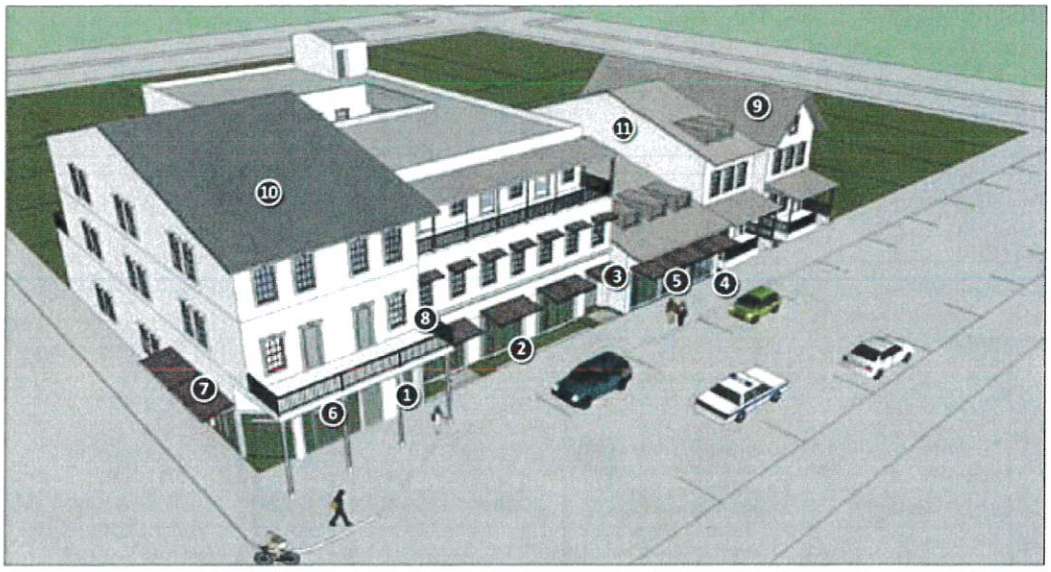
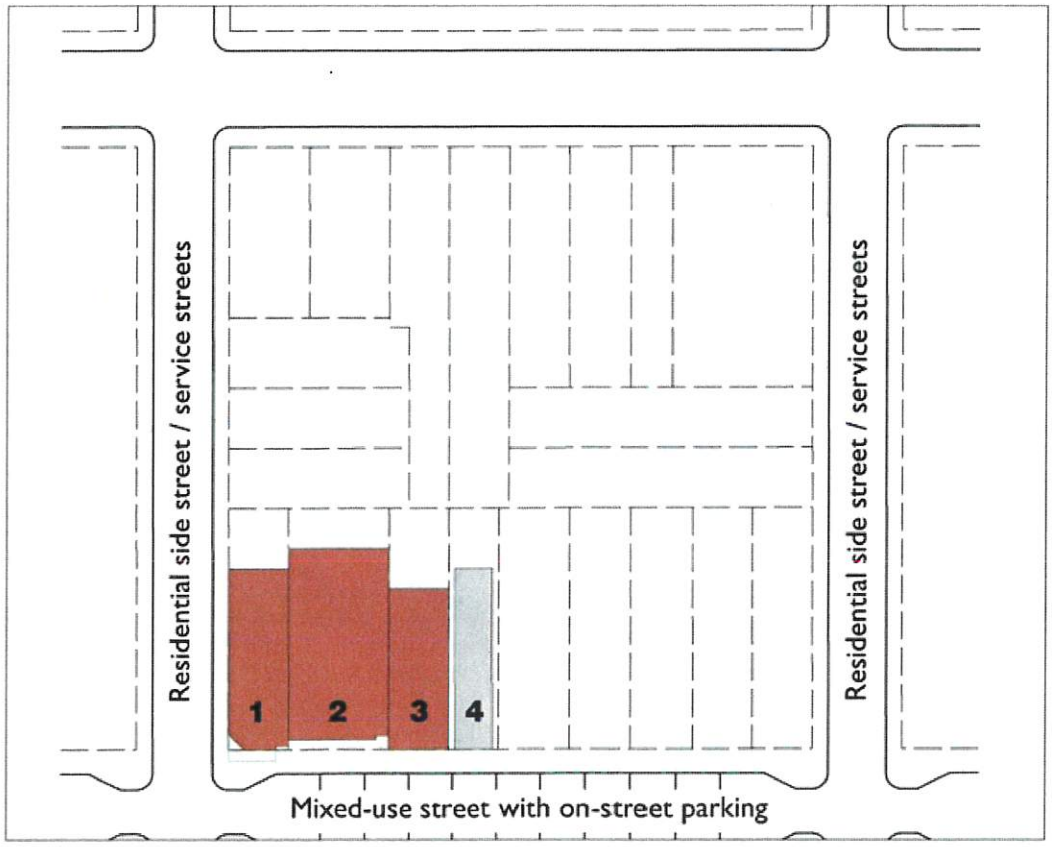
FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM



1. Separated building entry for retail users and residents
2. Maximum 5' setback
3. No side yard required for commercial and mixed use
4. 3' side yard required when residential abuts commercial property
5. Primary entrance for each business oriented to the street
6. Ground floor commercial exceeds 50% transparency requirement
7. First floor commercial minimum ceiling height of 12' (14' encouraged)
8. Awnings, canopies, or arcades are encouraged along the ground floor facades
9. Maximum single-family building height does not exceed 35'
10. Maximum mixed-use building height does not exceed 40' or three stories
11. Roof forms consistent with design of facades



See next page for parcel 1–4 details.

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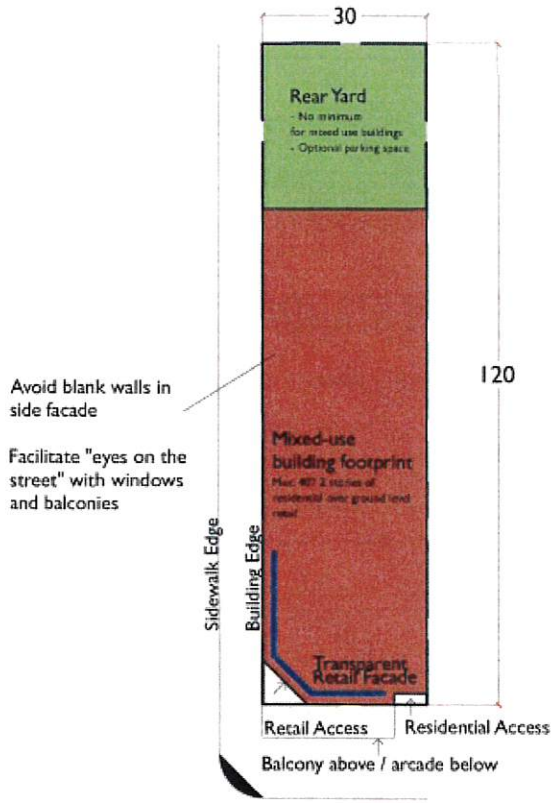
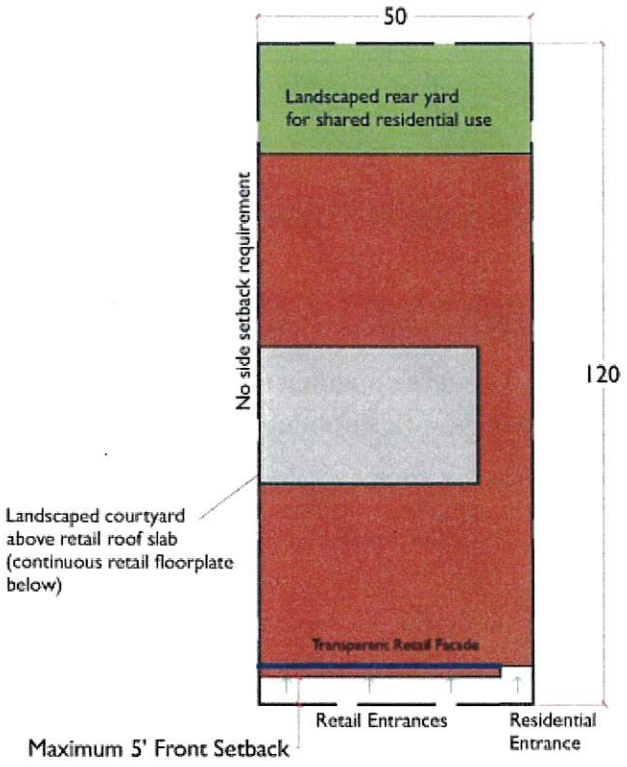
FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM



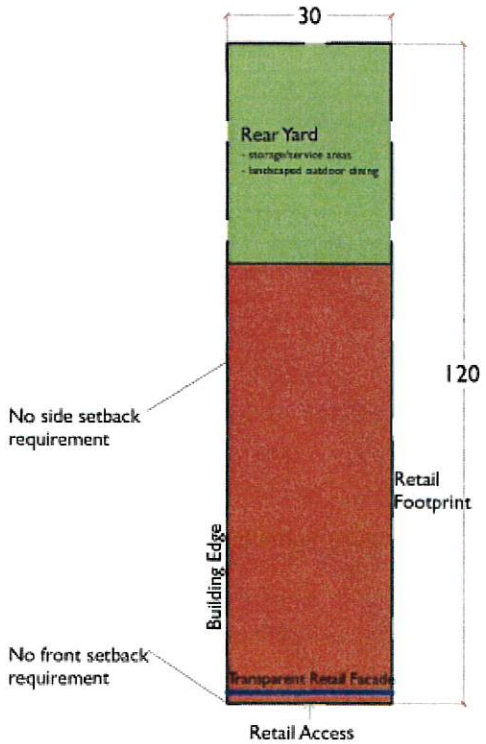
1. MIXED-USE RESIDENTIAL

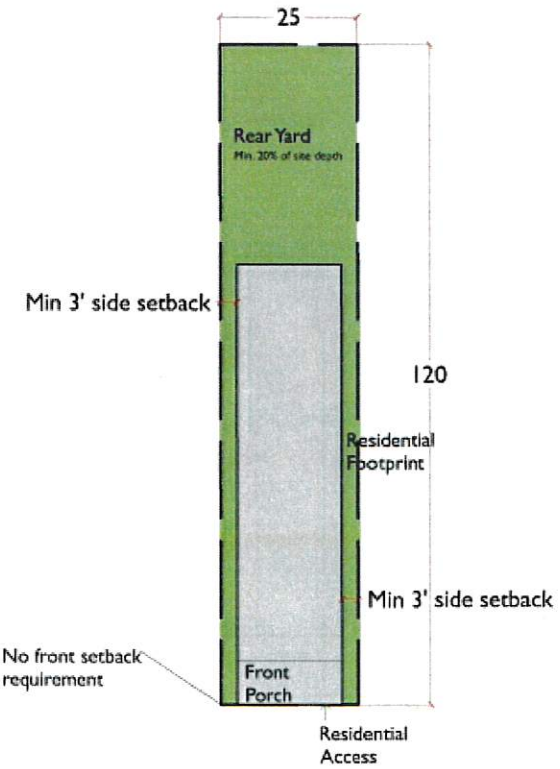
Stacked apartments/lofts over ground level retail



2. MIXED-USE RESIDENTIAL

Stacked apartments/lofts over ground level retail





3. SINGLE-USE RETAIL
Storefronts, artist workspace & galleries, restaurants etc.

4. DETACHED RESIDENTIAL UNITS
1-2 stories on narrow lots

(/nola/media/City-Planning/CZO/ARTICLE%2012/E-FIGURE-12-2.jpg)

Adopted by Ord. 29126, 8-12-22, ZD016/22

12.3.B.3 TOWNHOUSE AND MULTI-FAMILY DWELLING DESIGN STANDARDS

See Section 11.3.B for building design standards for townhouse and multi-family dwellings in the Historic Urban Neighborhood Non-Residential Districts.

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

Printed: 4/6/2026 8:13:37 AM

18.20 MAGAZINE STREET USE RESTRICTION OVERLAY DISTRICT

18.20.A APPLICABILITY

The Magazine & Maple Street Use Restriction Overlay applies to the following sub-districts and areas of applicability:

1. All lots within the HU-B1 Historic Urban Neighborhood Business District on the squares with Magazine Street frontage from Race Street including the riverside downriver corner, to Philip Street, including the riverside, upriver corner; all lots within the HU-B1 District on squares with frontage on Sophie Wright Place from Magazine Street to Race Street.

2. All lots within the HU-B1 Historic Urban Neighborhood Business or HU-MU Historic Urban Mixed Use Districts on squares with Magazine Street frontage between Washington Avenue, including the downriver corners, and Henry Clay Avenue.

18.20.B USE RESTRICTIONS

18.20.B.1 CONDITIONAL USES

When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to the use standards of Article 20.3.ZZ.

a. Restaurant, Standard

b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use

c. Notwithstanding the definition of live entertainment, secondary use, as described in Section 26.6, any live performance in a standard restaurant shall be a conditional use.

18.20.B.2 PROHIBITED

The following uses are prohibited even when permitted or conditional in the base zoning district:

a. Ice Manufacturing and Vending Machine, Principal Use

b. Ice Manufacturing and Vending Machine, Accessory Use

Adopted by Ord. 30308, 4-29-25, Zoning Docket 093-24

2901 Magazine Conditional Use NPP Meeting Summary Report

Date of Report: April 7, 2026

Project Name: 2901 Magazine

Overview: This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 2901 Magazine. We are applying for a conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance. According to the use restriction overlay, "When allowed as a permitted use in the base zoning district, the following use requires conditional use approval in accordance with Section 4.3, subject to use standards of ARTICLE 20.3.ZZ. a. Restaurant, Standard, b. Alcohol beverage sales in an existing standard restaurant if not already permitted by a conditional use." According to Article 12, Section 12.2.A (table 12-1), the underlying zoning district, HU-B1 does permit a standard restaurant but because the property is in Magazine Street Use Overlay District, conditional use approval is required for the business to be a standard restaurant with alcohol sales. The business is currently operating as a specialty sushi restaurant. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. All required and additional material attached.

Contact: Laura Barth; 1000 S Norman C Francis Pkwy, New Orleans, LA 70125; 504-383-3748; laura@zachsmithconsulting.com

Neighborhood Meetings: The following date and location of the meeting where citizens were invited to discuss the applicant's proposal.

1) Monday, April 6th, 2026, at 5:30pm at 2901 Magazine, New Orleans, LA 70115. There were 3 people in attendance for the NPP along with Zach Smith Consulting representatives and the property owner.

Correspondence and Telephone Calls:

1) There was no email correspondence.
2) There was one text message correspondence. Please see attached. The person's full phone number has been redacted.

Results: There were 220 people/groups/addresses invited to the community meeting. Meeting minutes are attached.

1) Summary of questions, concerns, issues, and problems:
    a. That this was becoming or could become a bar.
2) How questions, concerns, issues, and problems will be addressed:
    a. We assured the attendees that this application was for a standard restaurant with the ability to serve alcohol and the Zoning Department reviews standard restaurant operations to ensure they are operating as a standard restaurant. A new business could also not come in and operate a bar.
3) How questions, concerns, issues, and problems will continue to be addressed:

a. In the NPP letter, we do include our office information for anyone to contact at any time if they were unable to attend the NPP meeting. We also gave out business cards with contact information in case any of their neighbors who could not attend had any questions or concerns come up. We also explained the next steps with the public meetings and let them know they can submit anything directly to City Planning and Council office.

2901 Magazine – NPP Meeting Minutes

5:30PM

RL – Introduction

NPP – required items

Online tools – PropertyViewer – zoning, CZO – zoning ordinances – bible for development in the city, This zone is HU-B1 – standard restaurant is actually permitted so that would mean anyone could open a standard restaurant here except on Magazine St there is an overlay – makes a standard restaurant w/ alcohol a conditional use.

Put restrictions on Magazine – didn't want people opening restaurants and just operating as bars. Now zoning does thorough reviews for restaurants to make sure their operation standards.

Having the ability to sell a drink with your meal makes a difference for the longevity. They would like the ability to be a standard restaurant and to serve alcohol with their meals. Closed Monday and Open Tuesday – Sunday. This is simply about them wanting to grow as a operation.

Neighbor - No problem serving alcohol but don't want it to become a bar. RL – it can not – it would have to be a standard restaurant. CU is only for a standard restaurant. If a new owner came in, they would have to go through the licensing. Next owners would not have to go through this if they are a restaurant.

Condition use means they could put a conditions on here – had to be closed Mon – Wednesday or if they are worried about service/operation they can put conditions. I don't think that would happen for this small operation

Next steps – we write our report for CPC – what were neighbors concerns. Were they supportive? CPC does their own report but they have not turned down a standard rest on Magazine. Then there is a public meeting at CPC and CPC makes a recommendation to City Council. Then City Council is another public meeting that ultimately has the say. If you did not like this you could reach out to CM Harris. This process is the flush the things out and makes sure the neighbors are happy.

Any other questions? No.

Meeting ended at 5:45pm

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: 4/6/26

Meeting Location: 2901 Magazine

Project Name/Address: 2901 Magazine - Cond Use

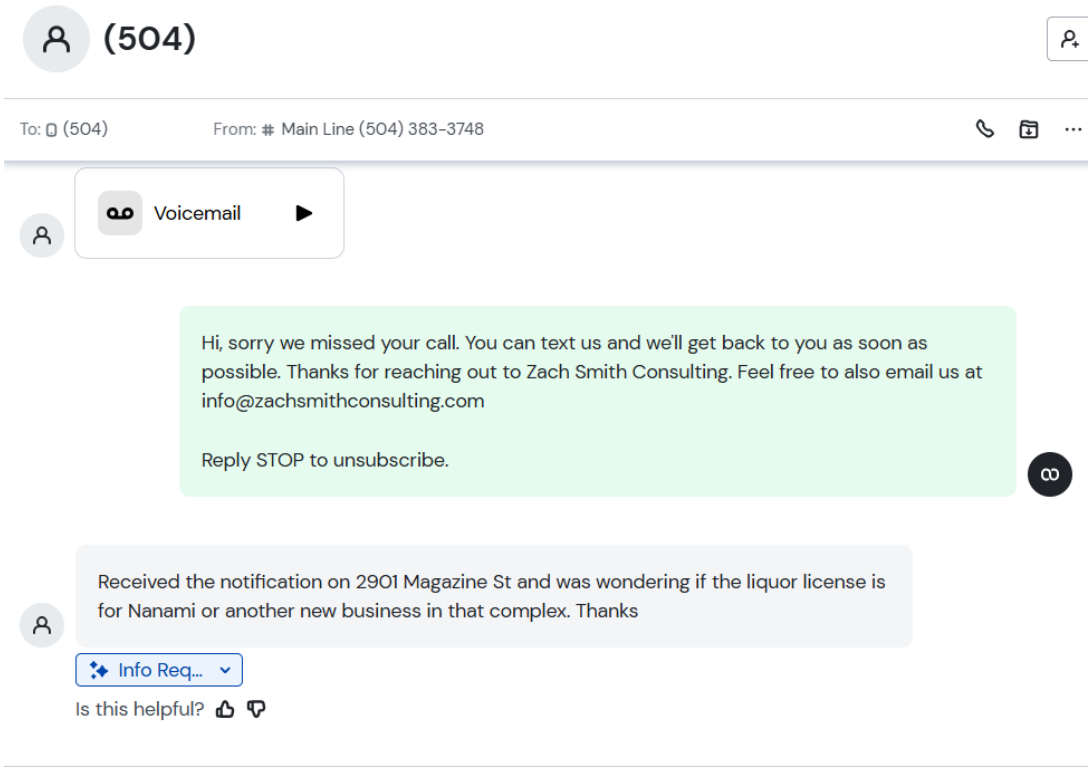
Name	Organization	Address	City/State/Zip	Phone Number	Email Address
Leon Reymond		1124 6th St	N.O. LA	504-813-1566	lireymond@gmail.com
Tranchin RE		2854 Magazine St	NO LA	504-975-4245	frontdesk@satsuma management

Text Message - 2901 Magazine St.

1 message

Kathleen Stadler <kathleen@zachsmithconsulting.com> Thu, Mar 26, 2026 at 8:19 AM
To: Laura Barth <laura@zachsmithconsulting.com>

Laura, I think this is for you.



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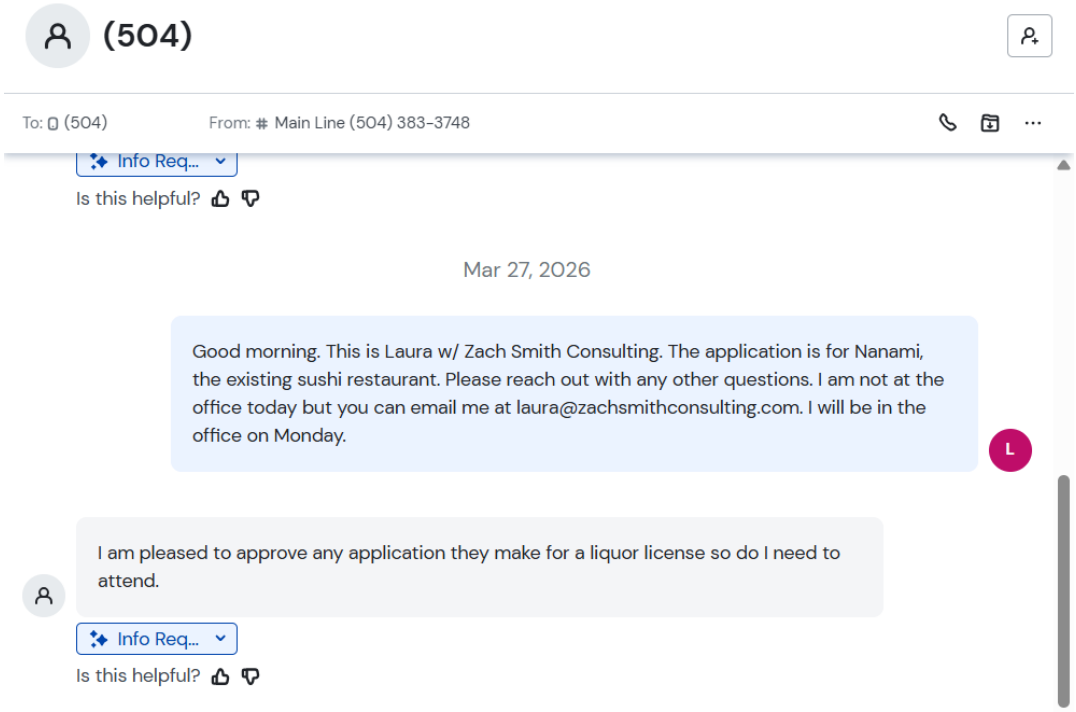
Kathleen Stadler
Administrative Assistant | Zach Smith Consulting
O: (504)-383-3748
E: kathleen@zachsmithconsulting.com
W: zachsmithconsulting.com
1000 S Norman C Francis Pkwy

Text Message - Nanami Liquor License

1 message

Kathleen Stadler <kathleen@zachsmithconsulting.com> Mon, Mar 30, 2026 at 8:35 AM
To: Laura Barth <laura@zachsmithconsulting.com>



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Kathleen Stadler
Administrative Assistant | Zach Smith Consulting
O: (504)-383-3748
E: kathleen@zachsmithconsulting.com
W: zachsmithconsulting.com
1000 S Norman C Francis Pkwy

Mar 30, 2026

Good morning, you are welcome to attend the NPP meeting. If you can not attend, I would be happy to email you the NPP minutes. You can also send an email of support for the application to laura@zachsmithconsulting.com. Thank you!

L

Follow-...

Is this helpful? 832

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine Street

Comment/Question: I think it sounds like a great idea and I would like them to be successful. Nearby neighbor but outside of immediate area.

Contact Information (optional): Louis Tranchin ltranchin@trinitynol.com
Name email

Address

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine St.

Comment/Question: I welcome a standard restaurant in the neighborhood.

Contact Information (optional): Leon Reymond lireymond@gmail.com
Name email

1122-24 6th St.
Address

NPP Meeting Comment Card

Date: 4/6/26

Name/Address of Project: 2901 Magazine St

Comment/Question: I think everything sounds fantastic and I fully support the endeavor.

Contact Information (optional): Evelyn
Name email

Address

93-551

UNITED STATES OF AMERICA

State of Louisiana

Fox McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that a copy of the Articles of Organization and Initial Report of

POU PROPERTIES, L.L.C.

Domiciled at New Orleans, Louisiana, Parish of Orleans,

A limited liability company organized under the provisions of R. S. Title 12, Chapter 22,

By Act executed on December 23, 1993, and acknowledged on December 23, 1993, the date when existence began,

Was filed and recorded in this office on December 23, 1993,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R. S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

December 23, 1993

Fox McKeithen

PCR

Secretary of State

STATE OF LOUISIANA · UNION JUSTICE CONFIDENCE · SECRETARY OF STATE

FRANKLIN PRINTING CO. INC., N.O.

CERTIFICATE SS 102 S (R-3/88)

RECEIPT FOR FILING
STEPHEN P. BRUNO
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

HOLD FOR ATTORNEYS LEGAL LEGGS, INC. THANK YOU!

93-55122 DE 27

FILED
CUSTODIAN OF NOTARIAL RECORDS
NEW ORLEANS

Filed by: _____

Notary Public who passed act: Wm. Edelman

Instrument filed: Articles of Organization
POV Properties, LL.C.

Registered in

Conveyance Office

Instrument #

Book _____, Folio _____

New Orleans, Louisiana

Date: _____

Recorded in the Mortgage Office

Instrument # 9063

Book _____, Folio _____

New Orleans, Louisiana

Date: 12-27-93

Time: 2:56

ARTICLES OF ORGANIZATION
OF
POU PROPERTIES, L.L.C.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

The undersigned, acting pursuant to the Limited Liability Company Law of Louisiana (La. R.S. 22:1301-1369), adopt the following Articles of Organization on this 23rd day of December, 1993.

ARTICLE I

The name of this Limited Liability Company (hereinafter, the "L.L.C.") shall be:

POU PROPERTIES, L.L.C.

ARTICLE II

The purpose of the L.L.C. is to engage in any lawful activity for which limited liability companies may be formed under the Limited Liability Company Law of Louisiana.

ARTICLE III

This L.L.C. shall be managed by a Managing Member or Managing Members, in accordance with the terms of the Operating Agreement for this L.L.C.

ARTICLE IV

The Operating Agreement for this L.L.C. contains restrictions on the authority of its members and managers.

ARTICLE V

The Operating Agreement contains certain restrictions on the ability of the members to transfer their interests to another person or entity.

VI.

Any certification in writing, signed by the Managing Member and by the Secretary of the Company, shall be deemed true and correct and may be relied upon by all persons conducting business with the L.L.C.

VII.

This L.L.C. shall remain in existence until December 31, 2093, at which date it shall dissolve, unless sooner terminated under the terms of the Operating Agreement.

WITNESSES:

FREDERICK ANTONIO POU,
Organizer

JEANETTE RULI POU, Organizer

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and County aforesaid, personally came and appeared Frederick Antonio Pou and Jeanette Ruli Pou, who declared and acknowledged to me, Notary, and the undersigned witnesses that each appearer signed and executed the above and foregoing instrument as an Organizer, for the objects, purposes and considerations therein expressed, as the free will, act and deed of said appearer.

IN TESTIMONY WHEREOF, the said appearer has affixed appearer's signature in the presence of the undersigned witnesses and me, Notary, on this 23rd day of December, 1993.

WITNESSES:

FREDERICK ANTONIO POU

JEANETTE RULI POU

NOTARY PUBLIC

LIMITED LIABILITY COMPANY INITIAL REPORT
(R.S. 12:1305(E))

1. The name of this limited liability company is:

POU PROPERTIES, L.L.C.

2. The location and municipal address, not a post office box only, of this limited liability company's registered office is:

800 Common Street, Suite 1000
New Orleans, Louisiana 70112

3. The full name and municipal address, not a post office box only, of this limited liability company's registered agent(s) is/are:

Michael P. Pou
800 Common Street, Suite 1000
New Orleans, Louisiana 70112

4. The names and municipal addresses, not a post office box only, of the first members are:

Frederick Antonio Pou
Jeanette Ruli Pou
59 Fontainbleau Drive
New Orleans, Louisiana 70125

Frederick Antonio Pou
FREDERICK ANTONIO POU,
Organizer

Jeanette Ruli Pou
JEANETTE RULI POU, Organizer

Date: December 23, 1993

AGENT'S AFFIDAVIT OF ACCEPTANCE
POU PROPERTIES, L.L.C.

I hereby acknowledge and accept the appointment of registered agent for service of process for the above-named limited liability company.

Michael P Pou
MICHAEL P. POU

Sworn to and subscribed before me
this 23rd day of December, 1993.

NOTARY PUBLIC

OPERATING AGREEMENT
OF
POU PROPERTIES, L.L.C.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, on this 24th day of December, 1993 (but effective at 12:02 a.m. on January 1, 1994) came and appeared the undersigned members of Pou Properties, L.L.C. who stated and declared that:

This Operating Agreement Of Pou Properties, L.L.C. (hereinafter referred to as the "Company") is made and entered into by and among LINDA JANE POU PAPPALARDO, JEANETTE ANN POU, ROBERT STEPHEN POU, ANNA MARIA POU, MARGARET ANN POU PERINO, GEORGE GERARD POU, MICHAEL PAUL POU and MARY KATHERINE POU.

W I T N E S S E T H:

ARTICLE I

Background and Definitions

Section 1.01. As used herein, the following terms shall have the following meanings:

(a) "Agreement" shall mean this Operating Agreement and any amendments thereof;

(b) "Indebtedness" shall mean all financial obligations of the Company incurred in connection with the operation of the Company business and all costs and expenses of complying with and performing all obligations to be done and performed pursuant to the Agreement;

(c) "Managing Member" shall mean Michael Paul Pou or any successor Managing Member elected pursuant to the terms of the Agreement;

(d) "Members" shall refer to all of the undersigned individuals, and any additional Members who may from time to time be admitted to the Company. Reference to a "Member" shall be to any one of the Members;

(e) "Company" shall mean the Limited Liability Company (Pou Properties, L.L.C.) subject to this Agreement; and,

(f) "Company Percentage Interest" shall mean, with respect to each Member, an interest expressed as a percentage, to any and all benefits which such Member may have from time to time pursuant to this Agreement as of the date of this Agreement, all as set forth in Section 4.04 of this Agreement.

ARTICLE II

Name and Term

Section 2.01. The Members have formed a Limited Liability Company (hereinafter referred to as the "Company") under the laws

of the State of Louisiana (and, in particular, Chapter 22 of Title 12 of the Louisiana Revised Statutes for the purpose and scope set forth herein below and hereby acknowledge that the Company will be operated under the name "Pou Properties, L.L.C.". The principal office of the Company shall be 800 Common Street, Suite 1000, New Orleans, Louisiana 70112, or such other address as may be designated by the Managing Member from time to time.

Section 2.02. The Company shall promptly execute, file, and record with the proper offices certified copies of the Articles of Organization and Initial Report and any certificates in compliance with applicable law. The Members agree to execute and deliver in a timely manner for filing, any and all amendments to the Agreement that may be necessitated from time to time pursuant to the requirements of Louisiana law.

Section 2.03. The Company shall be effective as of the date hereof and shall terminate December 31, 2068, unless sooner terminated as herein provided.

ARTICLE III

Purpose

Section 3.01. The primary purposes for which the Company is organized are as follows:

(a) To acquire and hold for investment purposes improved or unimproved real estate and to lease all or any portion thereof to third parties;

(b) To acquire and hold for investment purposes stocks, bonds, certificates of deposit and other securities and to open, maintain, and close bank and security or brokerage accounts;

(c) To enter into contracts, borrow money, execute acts of sale, acts of mortgage, promissory notes, and to engage in such other activities as are incident to the purposes described in Sections 3.01(a) and (b).

Section 3.02. No Member shall be obligated to devote his time exclusively to the Company and may engage directly or indirectly, without the consent of the other Members, in any other business ventures of any nature or description, independently or with others, including, without limitation, businesses of a nature which may be competitive with or the same as or similar to the business of the Company, regardless of

geographic location of such business, and without any duty or obligation to account to the other Members or the Company in connection therewith; neither the Company nor the other Members shall have any right in and to such independent ventures or the income or profits derived therefrom.

ARTICLE IV

Capital Contributions

Section 4.01. A capital account shall be maintained for each Member. The Members shall each contribute to the Company such amounts as they shall agree upon. Without creating rights, remedies or claims in favor or enforceable by any third party, each of the Members shall, and hereby agrees to, from time to time, contribute to the Company, in cash, in the proportion of their respective Company Percentage Interest, within seven (7) business days from the receipt of a written request therefor made by the Managing Member, all monies necessary to enable the Company to satisfy any loan or routine operating expense incurred by the Company in the normal course of its business. A tort, damage or injury claim is not to be considered a loan or routine operating expense.

Section 4.02. Each capital account shall consist of the Member's original contribution to the capital, increased by additional capital contributions which may be required or voluntarily made from time to time and the Company's Percentage Interest of income and gain (if any) allocated to such Member pursuant to Section 1.01(f); and decreased by withdrawals, distributions, and reduction of the Company capital and such Company's Percentage Interest of deductions and losses (if any) allocated to such Member pursuant to Section 4.04. No interest shall be paid to any Member in respect of either his capital account or any contributions made by him to the Company.

Section 4.03. Notwithstanding anything in this Agreement to the contrary, no Member is entitled to a return of any cash or property that he has contributed to the capital of the Company, but shall look solely to distributions from the Company. No

unrepaid capital contribution shall be deemed or considered to be liabilities of the Company or of any Member. No Member shall be required to contribute any cash or property to the Company to enable the Company to return any Member's capital contribution, however, upon dissolution of the Company, each Member agrees to restore to zero any negative balance contained in his capital account.

Section 4.04. The Company Percentage Interest of the Members in the Company are as follow:

	Name	Percentage
a.	Linda Jane Pou Pappalardo	12.5%
b.	Jeanette Ann Pou	12.5%
c.	Robert Stephen Pou	12.5%
d.	Anna Maria Pou	12.5%
e.	Margaret Ann Pou Perino	12.5%
f.	George Gerard Pou	12.5%
g.	Michael Paul Pou	12.5%
h.	Mary Katherine Pou	12.5%
	TOTAL	100%

ARTICLE V

Management Authority

Section 5.01. Each Member shall have the voting privileges as provided in Section 5.07 of this Agreement.

Section 5.02. The Members have designated as Managing Member upon execution of this agreement, Michael Paul Pou and have designated as Secretary, Robert Stephen Pou. If Michael Paul Pou cannot or refuses to serve as Managing Member, then the Managing Member shall be elected by a majority in interest of the Members. Any change in the Managing Member, except as hereinabove stated in this Section 5.02, may only be changed by unanimous vote of the Members. The Managing Member shall be responsible for day-to-day management of the Company and shall conduct the business of the Company in a good and businesslike manner consistent with the provisions of this Agreement. The Managing Member shall devote such time, attention and business

capacity to the affairs of the Company as may be reasonably necessary, it being understood that the Managing Member has other duties and interests in other businesses. The Managing Member shall have the power without the joinder of other Members to execute any and all documents, contracts, agreements, including, but not limited to, notes, acts of mortgage, acts of pledge, acts of sale, security agreements, leases, and such other documents as may be necessary or expedient to carry out the purposes of the Company, except as provided in Section 5.07. Although actions by the Company are governed by specific authority set forth in Section 5.07 hereof, any document or instrument, when executed by the Managing Member, and any one other Member, shall be conclusive evidence as to third parties that the authority to execute such document or instrument has been authorized in accordance with the Agreement.

Section 5.03. Each Member agrees to take whatever affirmative action is necessary to implement any Company act which is approved pursuant to Section 5.07.

Section 5.04. It is expressly agreed that in the event any Member (or the Succession or Estate of such Member) hereof becomes involved in any legal proceedings in which this Company is required to provide books, records or accounting, such Member shall indemnify and hold the Company harmless from and against any and all costs and expense (including legal and accounting fees), incurred by the Company in connection with any such legal proceeding.

Section 5.05. The Members shall be entitled to current reimbursement out of Company funds for all costs and expenses incurred by the Members to third parties while acting on behalf of the Company.

Section 5.06. The Members, by the execution of the Agreement, for themselves and their legal representatives, successors and assigns, do hereby irrevocably constitute and appoint the Managing Member as their true and lawful attorney, in

their name, place and stead, to make, execute, consent to, swear to, acknowledge, deliver, record and file:

(a) An assumed name certificate and any amendment thereto as required at any time and from time to time pursuant to the laws of the State of Louisiana;

(b) Any and all amendments or modifications to the Agreement which are otherwise agreed upon and approved by the Members;

(c) All instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of the Agreement. It is expressly understood and agreed by all Members and their respective legal representatives, successors, and assigns that the power of attorney granted herein:

(i) Is coupled with an interest by reason of the fact, among others, that the Members will be relying on the power of the Managing Member to act as contemplated by the Agreement;

(ii) Is irrevocable;

(iii) Shall survive the legal incompetency, disability, bankruptcy, or withdrawal of any Member or the assignment of all or any part of any Member's interest in the Company.

Section 5.07. Each Member shall have the number of votes equal to his or her percentage interest in the Company. A vote of two-thirds (2/3) in interest of the Members shall control any action required to authorize or constitute the following Company action:

(a) To confess a judgment against the Company or any Member;

(b) To submit a Company claim or liability to arbitration;

(c) To make, execute, endorse, accept or deliver for or on behalf of the Company any note, bond, mortgage, guaranty, indemnity bond, surety bond or accommodation paper, or accommodation endorsement;

(d) To sell, assign, transfer, convey or otherwise dispose of (other than by lease, in the ordinary course of the Company's business) or agree to sell, assign, transfer, convey or otherwise dispose of (other than by lease, in the ordinary course of the Company's business) all or substantially all of the Company's assets in any one transaction, including any action described in this Section 5.07);

(e) To utilize the Company's assets in any way for the furtherance of a Member's personal business activities unrelated to the Company business;

(f) To admit, substitute or add Members to the Company;

(g) To sell, assign, or grant a security interest in, pledge, mortgage or otherwise dispose of or encumber his interest (or any part thereof) in the Company or its net profits.

(h) To conclude matters with the Internal Revenue Service pursuant to Article VI, Section 6.07 hereof.

Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 5.07 shall control over any other contrary provision.

Section 5.08. All of the Members and the new Members, by execution of this Agreement for themselves and their legal representatives, successors and assigns, do hereby irrevocably constitute and appoint the Managing Member as their true and lawful attorney, in their name, place and stead, to make, execute, consent to, swear to, acknowledge, deliver, record and file all such instruments, agreements, certificates and documents as provided in Section 5.06 of this Agreement.

ARTICLE VI

Tax Status, Allocations, and Reports

Section 6.01. For income tax purposes, all Company items constituting, for federal income tax purposes, income, gain, loss, deduction and credit for each taxable year shall be allocated among all the Members in proportion of their respective Company Percentage Interests.

Section 6.02. At the request of any Member, the Company shall file an election under Section 754 of the United States Internal Revenue Code of 1954, as amended. The Managing Member shall prepare or cause to be prepared all tax returns and statements, if any, which must be filed on behalf of the Company with any taxing authority and deliver to each Member a copy of each such return or statement upon request and a form 1065 K-1, at least ten (10) days before such return or statement is filed. The Members understand that for federal income tax purposes, the adjusted basis of any asset contributed to the Company by any Member is the adjusted basis of the asset in the hands of the contributing Member immediately before its contribution to the Company. It is therefore agreed that the allocation of gain or loss for federal income tax purposes on the sale of any asset contributed to the Company by a Member shall be allocated, first,

to such Member in an amount equal to the difference between that Member's adjusted basis in the contributed asset immediately before its contribution to the Company and the contributed asset's fair market value at the date of its contribution to the Company; and, thereafter, to all the Members in accordance with their Company Percentage Interests as set forth above.

Section 6.03. From time to time, the Managing Member shall determine reasonable capital requirements of the Company to service the Indebtedness and obligations of the Company. The term "Distributable Funds" shall mean the amount by which the total of the cash owned by the Company from time to time is in excess of the reasonable working capital requirements of the Company. Semi-annually (or more frequently in the judgment of the Managing Member) for which it has been determined pursuant to this Section 6.03 hereof that Distributable Funds exist, such Distributable Funds, after meeting the requirements of Section 6.01, shall be remitted to the Members in accordance with their respective Company percentage interests; provided, however, that the Members, by unanimous vote, shall have the power to vary the manner in which Distributable Funds are remitted among the Members.

Section 6.04. The fiscal and taxable year of the Company shall begin on January 1 and end on December 31 of each year. The books of account of the Company shall be kept and maintained at all times at the place or places approved by the Members. The books of account shall reflect all Company transactions and show all items of income, gain, loss, deduction and tax credits. Each Member shall have the right at all reasonable times during usual business hours to audit, examine, and make copies of or extracts from the books of account of the Company. Such right may be exercised through any agent or employee of such Member designated by it or him or by a certified public accountant designated by such Member. Each Member shall bear all expenses incurred in any examination made for such Member's account. Each Member has an obligation to protect the confidentiality of all Company books

and records. No person other than a Member (or his duly authorized representative) and the Company's independent Certified Public Accountants shall have any right to inspect the books and records of the Company for any purpose whatsoever. Each person that inspects the books and records of the Company shall maintain the confidentiality of the information received pursuant to or in connection with such inspection.

Section 6.05. All funds of the Company shall be deposited in the Company's name in an account or accounts maintained in a national or state bank or savings and loan association designated by the Managing Member. The funds of the Company shall not be co-mingled with the funds of any other person. Checks shall be drawn upon the Company account or accounts only for the purpose of the Company and shall be signed by the Managing Member or such other signatory party or parties as may be designated by the Managing Member. Company funds that, from time to time, are not required for the operation of the business of the Company may be deposited in interest bearing money market fund accounts or be used to purchase commercial papers, treasury bills, certificates of deposit, or other short term instruments as the Managing Member deems necessary, appropriate or advisable.

Section 6.06. The Managing Member is hereby designated as "tax matters partner" (said reference being applicable only for federal income tax purposes) of the Company as provided in the regulations pursuant to Section 6231 of the Internal Revenue Code of 1954, as amended. Each Member by the execution of the Agreement, consents to such designation and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices, such documents as may be necessary from time to time to evidence such consent.

Section 6.07. The "tax matters partner" when authorized by a vote of two-thirds (2/3) in interest of the Members shall be empowered:

(a) To enter into any settlement agreement with the Internal Revenue Service with respect to any tax audit or judicial review, in which agreement the tax matters Member may expressly state that such agreement shall

bind all Members except any Member who (within the time prescribed pursuant to the Internal Revenue code and regulations thereunder) files a statement with the Internal Revenue Service providing that the tax matters partner shall not have the authority to enter into a settlement agreement on behalf of such Member;

(b) To seek judicial review of any final adjustment, in the event that a notice of final administrative adjustment at the Company level of any item required to be taken into account by a Member for tax purposes is mailed to the tax matters partner;

(c) To intervene in any action brought by any other Member for a judicial review of a final adjustment;

(d) To enter into any agreement with the Internal Revenue Service to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Member for tax purposes, or an item affected by such item;

(e) Take any other action on behalf of the Members or the Company in connection with any administrative or tax proceeding to the extent permitted by applicable law or regulations;

(f) To provide written notice to each Member of any action taken or notice received by the tax matters partner.

Section 6.08. Any deficit in a Member's capital account:

(a) Shall be considered and constitute a loan from the Company to the Member to the extent the deficit results from a disproportionate allocation or distribution of cash flow to the Member;

(b) This loan shall be repaid to the Company within ten (10) years following the close of the year in which it occurs;

(c) The loan shall bear interest at the applicable federal rate for obligations of comparable duration; and

(d) The Member shall execute a promissory note in order to evidence the foregoing obligation and terms of repayment.

ARTICLE VII

Termination and Dissolution

Section 7.01. The Company shall be dissolved and its affairs wound up upon the earliest to occur of any of the following events:

a. The occurrence of any event set forth in writing in the Articles of Organization or this Operating Agreement;

b. The consent of all Members in accordance with R.S. 12:1318;

c. Ninety (90) days after the death, interdiction, expulsion, bankruptcy or dissolution of a Member or the occurrence of any event which terminates the continued membership of a Member in the Company, unless, by unanimous written consent of all remaining Members

within the ninety (90) day period, the Company's existence is continued;

d. The withdrawal of a Member; or

e. The entry of a decree of judicial dissolution pursuant to R.S. 12:1335.

Section 7.02. Upon dissolution of the Company, the Managing Member shall proceed with dispatch and without delay to wind up the affairs of the Company and to sell, assign, or otherwise liquidate and dispose of the assets of the Company. Outstanding debts shall be paid or provided for and the Managing Member shall have the right, in its discretion, to establish reserves for contingent liabilities or contested matters. All outstanding balances in Members' capital accounts shall be settled by paying to or collecting from each Member, as the case may be, the amount reflected in each such account (together with all accrued but unpaid interest on any outstanding deficit capital accounts). The remaining funds or assets in the hands of the Managing Member shall then be distributed among the Members in accordance with the Company Percentage Interest of each Member. In making distributions to and among Members, cash, unrealized receivables and inventory items as defined in Section 751 of the Internal Revenue Code shall be distributed in full before any other Company asset shall be distributed. In lieu of a sale or other disposition of Company assets, the Members may agree to a distribution of assets in kind. If the value of the asset distribution to any Member exceeds his interest in Company properties then he shall pay to the Company, in cash, the amount representing such excess. In any event, before any of the partnership assets are offered for sale the Managing Member shall, for a period of not less than thirty (30) days, offer all such assets to the Members either for sale or for distribution to them in kind. The value of Company assets and the value of the Company interests shall be determined by mutual agreement between the distributee or purchasing Member and all of the other Members. In the event they do not mutually agree then the values

shall be determined in the same manner as set forth in Section 8.04 hereof.

ARTICLE VIII

Buy-Sell Events

Section 8.01. Any Member who: (a) dies; (b) is interdicted; (c) is expelled; (d) files a petition for relief or discharge in bankruptcy; (e) is legally dissolved; (f) is divorced; or (g) whose spouse predeceases such Member and who does not within sixty (60) days after the death of such spouse or the entry of a divorce decree by the trial court having jurisdiction thereof, respectively, obtain title to the community interest (if any) of his spouse in this Company (or, in the case of the death of a spouse, such interest does not pass to parties who are directly related to a Member), shall be deemed a "Withdrawing Member", and a "Buy-Sell" Event shall be deemed to have occurred. A transfer to a surviving spouse or a transfer through which a surviving spouse receives a usufruct for life or an income interest in trust for life shall not trigger or constitute a Buy-Sell Event.

Section 8.02. Except as otherwise provided for herein, upon the occurrence of any event ("Buy-Sell Event") described in Section 8.01 hereof, the Members ("Non-Withdrawing Members") who are not a Withdrawing Member, as their sole remedy, may, at their option, elect to institute the "Buy-Sell Procedures" set forth in this Article VIII.

Section 8.03. The provisions set forth in this Section 8.03 shall be referred to herein as the "Buy-Sell Procedures". If the Non-Withdrawing Members elect to proceed under this Section 8.03, such Members shall give written notice thereof to the Withdrawing Member within thirty (30) days after the occurrence of the Buy-Sell Event, and the Non-Withdrawing Members (in accordance with ratios of their Company Percentage Interests) then may purchase the interest in the Company of the Withdrawing Member pursuant to the price and terms set forth in Section 8.04.

Section 8.04.

(a) If the Non-Withdrawing Members elect to proceed under Section 8.03 to purchase the interest of the

Withdrawing Member in and to the Company, they shall give the Withdrawing Member written notice thereof within thirty (30) days after the occurrence of the Buy-Sell Event. The purchase price shall be a sum equal to (i) the "Appraised Value" (as hereinafter defined) of all Company real property and the improvements thereon plus (ii) the "Market Value" of all stocks, bonds and securities plus (iii) the "Book Value" (as hereinafter defined) of all other Company assets less (iv) the sum of all liabilities of the Company; all determined under the accrual basis of accounting.

(b) The "Appraisal Value" shall apply solely to the Company's real estate and the improvements situated thereon and shall be determined in the manner hereinafter provided. The notice set forth in this Section 8.04 shall also contain a designation of the first appraiser ("First Appraiser"). The "Book Value" of all other Company assets other than property which is subject to the determination of Appraised or Market Value, shall mean the value of such property upon the books and records of the Company as determined by the application of the accrual method of accounting and generally accepted accounting principals, applied on a consistent basis, as set forth in the opinions of the Accounting Principals Board of the American Institute of Certified Public Accountants and/or in statements of the financial accounting standards board which are applicable in the circumstances as of the date in question. Appraised Value shall be determined as of the same date as Book Value. Market Value shall be closing price of any stock, bond or other security determined as of the date of the Buy-Sell Event from publicly listed reports of transactions in such stock, bond or other security.

(c) Within fifteen (15) days after the service of the notice referred to in this Section 8.04 hereof, the Withdrawing Member shall give written notice to the Non-Withdrawing Members designating the second appraiser ("Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the appointment of the Second Appraiser shall be made in the same manner as is hereinafter provided for the appointment of a Third Appraiser in a case where the First and Second Appraisers and the parties themselves are unable to agree upon the Third Appraiser.

The First and Second Appraisers so designated or appointed shall meet within ten (10) days after the Second Appraiser is appointed and if, within thirty (30) days after the Second Appraiser is appointed, the First and Second Appraiser do not agree upon Appraised Value, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the Third Appraiser shall be selected by the Members themselves (being those Members involved in this particular transaction), if they can agree thereon within a further period of fifteen (15) days.

If the Members do not so agree, then any Member on behalf of the other Members, may request such appointment by the Chief Judge of the U.S. District Court for the Eastern District of Louisiana, New Orleans Division. In the event of the failure, refusal, or inability of any Appraiser to act, a new

the prospective acquirer, the purchase price and the terms of payment.

The Other Members (in the proportions that their Company Percentage Interests are to each other) shall have an optional preferential right (to be exercised by notice to the First Member given no later than thirty (30) days after the Other Members' receipt of the Disposition Notice) to acquire, for the same purchase price and on the same terms of payment as are set forth in the Disposition Notice, the interest in the Company that the First Member proposes to dispose of.

If the Other Members do not elect to exercise the optional right set forth in the immediately preceding sentence within the time period set forth therein, the First Member shall be obligated either (1) to dispose of his interest in the Company to the prospective acquirer named, and for the purchase price and on the terms of payment set forth, in the Disposition Notice, the closing of which shall occur within fifteen (15) days following the expiration of the thirty (30) day period following Other Members' receipt of the Disposition Notice, or (2) (if the First Member either elects not to dispose of his interest in the Company or fails to consummate such disposition in accordance with clause (2) of this sentence) to give the Other Members the opportunity again to exercise the option set forth in the immediately preceding sentence prior to disposing of such interest. The intent of the Members is that the First Member shall not at any time, be entitled to dispose of his interest in the Company to any person or entity unless he has given the Other Members the opportunity to exercise the option set forth in the immediately preceding sentence with respect to the disposition in question).

(b) If the Other Members exercise the preferential right set forth in Section 9.03(a), the closing of the acquisition by the Other Members of the First Member's interest in the Company shall be held at a mutually acceptable place on a date mutually acceptable to the First Member and the Other Members, but in no event more than sixty (60) days after receipt by the First Member of notice of the Other Members' election to acquire the First member's interest in the Company. At such closing, the selling Member shall convey and assign to the purchasing Members the interest in the Company so sold, free and clear of all liens, claims, and encumbrances. At the request of the purchasing Members, in order to properly set forth the record title to the assets of the Company, the first member shall convey and transfer to the purchasing Members with covenants of special warranty, an undivided percentage interest in the assets of the Company and execute all other documents that may be necessary to effectuate the purposes of this Agreement, and the purchasing Member shall pay the purchase price. The purchasing Members shall assume the obligations of the selling Member under this Agreement and under the Company.

(c) Contemporaneously with (not as a condition precedent to) the disposition of an interest in the Company to a person or entity other than a Member, the person or entity to whom such interest is disposed shall join in and execute with the then Members a written amendment to this Agreement pursuant to which such person or entity agrees to be bound by all of the terms and provisions of this Agreement and further agrees to

perform and discharge the obligations and liabilities that are attributable to the interest acquired by such person or entity and that accrue after the date of its acquisition. Upon the execution of the aforesaid amendment, the Member that is disposing of such interest shall be released from any and all losses, costs (including, without limitation, attorneys' fees and the costs of litigation), expenses, liabilities, and obligations that are attributable to the interest disposed of and accrue after the date of its disposition.

(d) A third person acquiring the interest of a Member in the Company hereunder shall be entitled to participate in the profits of the Company and receive his share of any distributions made by the Company. However, such third person shall not be considered a member and shall not exercise the rights and powers of a Member unless the remaining, non-selling Members unanimously approve the transfer of the membership interest to the third person and his or her admission as a Member of the Company.

Section 9.04. It is expressly agreed that the remedy at law for breach of any of the obligations set forth in Articles VIII and IX may be inadequate in view of (1) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply fully with each of said obligations, and (2) the uniqueness of the Company business and the Company relationship. Accordingly, each of the aforesaid obligations set forth in Articles VIII and IX shall be, and is hereby expressly made, enforceable by specific performance.

Section 9.05. Additional persons may be admitted to the Company by the Members upon such terms and conditions as may be determined by two-thirds (2/3) in interest of the Members at the time of such admission. Contemporaneously with (but as a condition precedent to) the admission of a person to the Company, the person to be admitted shall join in and execute with the then Members a written amendment to this Agreement pursuant to which the person to be admitted agrees to be bound by all the terms and provisions of this Agreement. The person seeking to be admitted to the Company shall cause his or her spouse, if any, to join in such amendment.

ARTICLE X

Notices

Section 10.01. Any notice which shall or may be given hereunder shall be deemed to be effectively given upon mailing when sent by U.S. Certified Mail, return receipt requested, postage prepaid, to the address listed below. Each party shall have the right to change the address listed below by giving notice to the other party in the aforesaid manner.

Section 10.02. The notices to be given to the Members shall be addressed as follows:

Linda Jane Pou Pappalardo
830 Turquoise Street
New Orleans, Louisiana 70124

Margaret Ann Pou Perino
70 Piper Lane
Mandeville, Louisiana 70448

Jeanette Ann Pou
6950 Fleur de Lis Drive
New Orleans, Louisiana 70124

George Gerard Pou
3801 Ridgelake Avenue, #5
Metairie, Louisiana 70005

Robert Stephen Pou
3821 Prytania Street, #5
New Orleans, Louisiana 70115

Michael Paul Pou
2419 Joseph Street
New Orleans, Louisiana 70115

Anna Maria Pou
1707 Jamestown Place
Pittsburg, Pennsylvania 15235

Mary Katherine Pou
3821 Prytania Street, #4
New Orleans, Louisiana 70115

or to such other address as such Member may from time to time designate by giving written notice to all of the other Members.

ARTICLE XI

Miscellaneous

Section 11.01. This Agreement contains the entire agreement between the Members and supercedes all prior contracts or agreements, whether oral or written. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such Member.

Section 11.02 In the event that any sum is payable to any Member pursuant to this Agreement, any amounts owed by said Member to the Company shall be deducted from said sum before payment to said Member. Furthermore, in such event, the Company shall be released from any and all liability on any debts of said Member which are guaranteed by the Company before said sum is paid to said Member.

Section 11.03 This Agreement shall be subject to and governed by the laws of the State of Louisiana.

Section 11.04 The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 11.05 Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

Section 11.06. Each Member hereby agrees to protect, indemnify, and hold harmless the Company and the other Members from and against any and all losses, costs (including, without limitation, the costs of litigation and attorneys' fees), claims, causes of action, damages, and liabilities that are attributable to the breach by the indemnifying Member of any of the provisions of this Agreement.

Section 11.07. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and all such transactions.

Section 11.08. No consent or waiver, express or implied, by any Member to or of any breach or default by the other Member in the performance by the other Member of his obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to complain of any act or failure to act of the other Member or to declare the other Member in default, irrespective of how long such failure

continues, shall not constitute a waiver of such Member of his rights hereunder.

Section 11.09. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 11.10. This Agreement shall be binding upon and shall inure to the benefit of the undersigned Members and their respective heirs, executors, administrators and assigns; however, this provision shall not be deemed to enlarge any of the rights to assignment of any interest in the Company except as specifically stated in this Agreement. The payment of all sums and the performance of all obligations set forth in this Agreement shall be in New Orleans, Orleans Parish, Louisiana.

Section 11.11. The parties hereto agree that this agreement shall be covered by the laws of the State of Louisiana, and the proper venue for any action arising hereunder shall be Orleans Parish, New Orleans, Louisiana.

Thus done and passed, on the date set forth above before me, the undersigned Notary, and the undersigned competent witnesses, in multiple counterparts, each of which shall have the force and effect of an original, effective as of 12:02 a.m. on January 1, 1994.

WITNESSES:

LINDA JANE POU PAPPALARDO

JEANETTE ANN POU

ROBERT STEPHEN POU

ANNA MARIA POU

WITNESSES:

MARGARET ANN POU PERINO

GEORGE GERARD POU

MICHAEL PAUL POU

MARY KATHERINE POU

NOTARY PUBLIC

WILLIAM W. EDELMAN
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

CITY OF NEW ORLEANS

RECEIPT

City of New Orleans
Safety and Permits
1340 Perdido St., Suite 800
New Orleans, LA 70112

Receipt Number: 26-14916

Associated Location: 2901 Magazine St
Payment Date: 4/20/2026
Payment Amount: $1,160.00
Payment Method: Check #0854
Payer Name: Pou Properties
Payer Address: 1106 6Th St, New Orleans, LA 70115
Cashier Name: Kia Wilson

Check provided by Zach Smtih Consulting & Design

TYPE	DESCRIPTION	REVENUE CODE	AMOUNT
Project 2901 Magazine St.	Conditional Use	100067011973	$1,160.00
(A 2.99% convenience is applied to online Credit Card Transactions.)		Total Amount	$1,160.00
		Total Amount Paid	**$1,160.00**

This is a receipt. This is NOT a permit.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 2901 Magazine

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ◉ Agent

Applicant Name Zach Smith Consulting and Design

Applicant Address 1000 S Norman C Francis

City New Orleans State LA Zip 70125

Applicant Contact Number 5043833748 Email laura@zachsmithconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name POU PROPERTIES, LLC

Property Owner Address 2133 Octavia

City New Orleans State La Zip 70115

Property Owner Contact Number _____ Email _____

SPECIFIC ZONING REQUEST

A conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., in the HU-B1, Historic Urban Neighborhood Busir with the Magazine Street Use Restriction Overlay District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance

PROPERTY LOCATION

Square Number(s) N/A Lot Number(s) A

Bounding Streets ~~Sixth~~ ~~Seventh~~ Camp

Zoning HU-B1 Municipal District 4

Tax Bill Number 411204519 Planning District 2

DESCRIPTION OF PROJECT (Attachments are acceptable)

A conditional use to permit a standard restaurant with alcohol beverage sales at 2901 Magazine St., i HU-B1, Historic Urban Neighborhood Business District with the Magazine Street Use Restriction Over District in accordance with Article 18, Section 18.20.B.1 of the Comprehensive Zoning Ordinance

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided O **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature Michael P. Pou Date 4. 9. 2026

Agent Signature _____ Date _____

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 9th day of April, 2026

My Commission expires for life

FARREN L. DAVIS
NOTARY ID # 205053
BAR # 38714
PARISH OF JEFFERSON
MY COMMISSION IS ISSUED FOR LIFE

City Planning Commission Speaker Card

Date : 6/9/26

I would like to speak regarding CPC Docket : 060/26

IN SUPPORT

Name: Ron Loeser 2901 Magazine

Address: 1000 S. Norman C. Francis Nola

(●) I am the applicant for this docket

( ) I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

[ ] Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission
Preliminary Staff Report
Tuesday, June 9, 2026

Zoning Docket 061-26
Prepared by: Jenna Burke
Date: June 10, 2026
Deadline for CPC action: August 8, 2026
CC Deadline: 60 days from receipt
City Council District: A – McCarron

Applicant(s): Ignatius J. Morales, Jr.

Request: Conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District

Property description: Square 17, Lot 21A, in the Sixth Municipal District, bounded by Camp, Audubon, Magazine and Broadway Streets

Municipal Address: 139 Broadway Street

Description

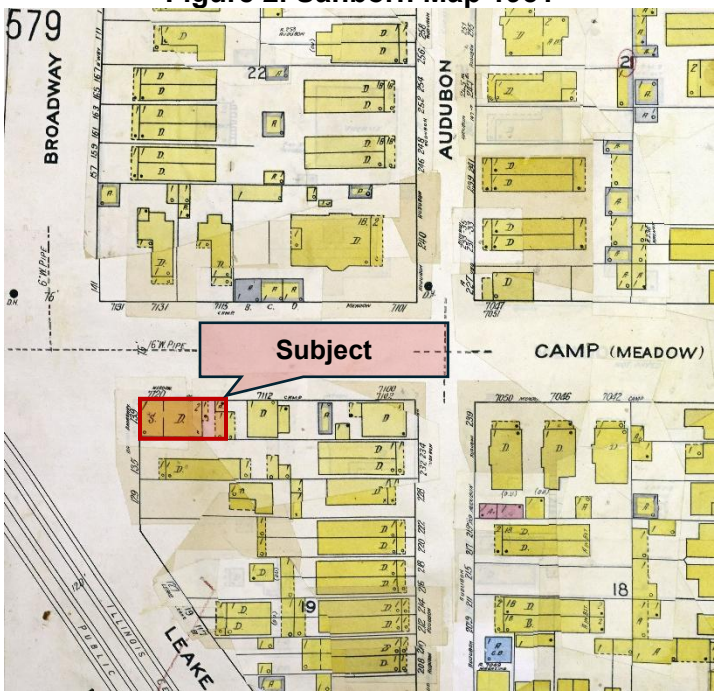
Zoning Docket 061/26 is a request for a conditional use to permit a neighborhood commercial establishment in a HU-RD2 Historic Urban Two-Family Residential District. The neighborhood commercial establishment classification is a zoning mechanism which permits the re-activation of historic commercial space with low intensity commercial uses in a way that is sensitive to the surrounding residential neighborhoods.

The subject site, which is located on the corner of Broadway Street and Camp Street in a HU-RD2 Historic Urban Two-Family Residential District, has a long history of commercial use in an historic mixed-use structure. The single-story commercial area (most recently a photography showroom, **Figure 1**) is approximately 341 square feet. The total commercial space on the first floor is 1027 square feet. The first Sanborn Map available for this part of the City is the 1951 map (**Figure 2**), which indicates that the building held both a store and a single dwelling and has remained unchanged in size, location, and orientation.

Figure 1. Subject Property

(Source: Google Maps)

Figure 2. Sanborn Map 1951



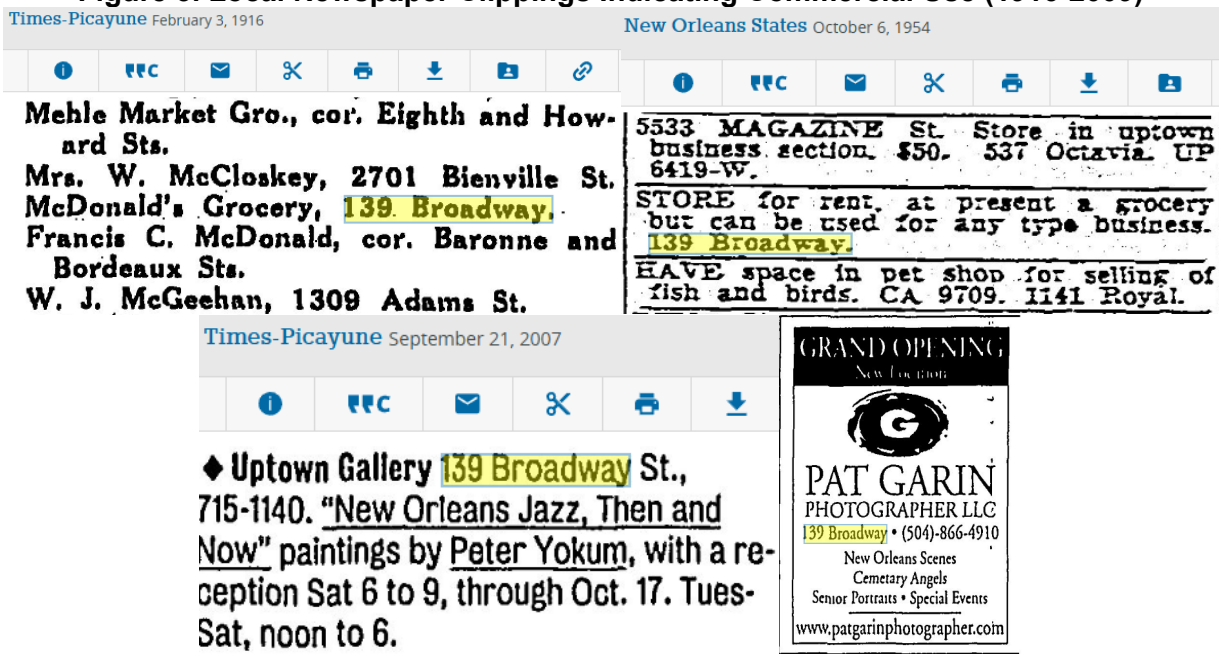
(Source: Library of Congress)

The applicant has indicated that the building will maintain its historic footprint and proposes to continue its operation as a neighbor commercial establishment, although a tenant has not been identified. Any commercial use in an HU-RD2 Historic Urban Two-Family Residential District

requires a conditional use. Securing a conditional use as a Neighborhood Commercial Establishment limits potential uses to seven low-intensity options.

Staff researched the history of the property in New Orleans newspaper archives, confirming that the subject site has been commercial in nature since at least 1916, when it operated as a grocery store. Since then, it has housed a variety of low-intensity neighborhood-serving businesses, including galleries and most recently a photography studio (**Figure 3**).

Figure 3. Local Newspaper Clippings Indicating Commercial Use (1916-2009)



Times-Picayune February 3, 1916

Mehle Market Gro., cor. Eighth and Howard Sts.
Mrs. W. McCloskey, 2701 Bienville St.
McDonald's Grocery, 139 Broadway.
Francis C. McDonald, cor. Baronne and Bordeaux Sts.
W. J. McGeehan, 1309 Adams St.

New Orleans States October 6, 1954

5533 MAGAZINE St. Store in uptown business section. $50. 537 Octavia. UP 6419-W.

STORE for rent, at present a grocery but can be used for any type business. 139 Broadway.

HAVE space in pet shop for selling of fish and birds. CA 9709. 1141 Royal.

Times-Picayune September 21, 2007

♦ Uptown Gallery 139 Broadway St., 715-1140. "New Orleans Jazz, Then and Now" paintings by Peter Yokum, with a reception Sat 6 to 9, through Oct. 17. Tues-Sat, noon to 6.

GRAND OPENING
New Location
PAT GARIN
PHOTOGRAPHER LLC
139 Broadway • (504)-866-4910
New Orleans Scenes
Cemetary Angels
Senior Portraits • Special Events
www.patgarinphotographer.com

(Source: Newsbank)

Reason for Commission Review

Per **Article 11, Section 11.2.A (Table 11-1: Permitted and Conditional Uses),** a Neighborhood Commercial Establishment is deemed a conditional use in the HU-RD2 Historic Urban Two-Family Residential District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards for Neighborhood Commercial Establishment	
Requirement	**Notes**
The existing structure is non-residential in its construction and original use.	Compliant. As evidenced in the 1951 Sanborn Map, the structure has historically been a store and its construction maintains characteristics of previous commercial use.
The existing structure and the proposed use shall be pedestrian-oriented in design, including public	Compliant. The structures rests on a corner lot. The primary entrance is

entrances oriented to the street and storefront windows along the first floor.	oriented towards the corner.
Neighborhood commercial establishments are limited to the first floor of the structure and three-thousand (3,000) square feet in gross floor area.	Compliant. The gross square footage of the first-floor commercial space is approximately 1027 square feet.
The following uses are permitted within a neighborhood commercial establishment: i. Art Galley ii. Arts Studio iii. Day Care Center, Adult or Child iv. Office v. Personal Services Establishment vi. Restaurant, Specialty vii. Retail Goods Establishment	Final use determination to be issued by the Department of Safety and Permits.
The structure is limited to the existing building footprint. No increase in building footprint or intensity of use is permitted.	Compliant. No changes to the existing building footprint or intensity are proposed.
The principal entrance shall be a direct entry from the street the property abuts.	Compliant
No off-street parking is required.	Compliant
Drive-through facilities are prohibited.	Compliant
Outside storage or display is prohibited. All business, servicing, processing, and storage operations shall be located within the structure.	Operational Standard
Any signs are subject to the requirements of the HU-RD2 District.	Subject to final review by Department of Safety and Permits.
Hours of operation are limited to 6am through 10pm.	Subject to final review by Department of Safety and Permits.

- The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.

Parking Requirements				
	Requirement	**Exceptions**	**Total Required**	**Provided**
Vehicle Parking	None	N/A	None	None
Bicycle Parking	2	N/A	2	None
Loading	None	N/A	None	None

According to **Article 22, Section 22.4.A**, any of the seven permitted uses would require one bicycle parking space per 2,500 to 5,000 square feet (some uses have a minimum gross floor area). Pursuant to **Section 22.6.A**, in all cases where bicycle parking is required, a minimum of two spaces is required. Those spaces do not exist currently but could be provided in the public right-of-way subject to approval from the Department of Public Works.

- The plans submitted to the City Planning Commission for final approval shall indicate the installation of at least 2 short-term bicycle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** and **Article 22, Section 22.6** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works for any bicycle spaces located in the public right-of-way.

Anticipated impact on surrounding land uses

Developed with the adoption of the 2015 comprehensive zoning ordinance, the "neighborhood commercial establishment" use classification primarily considers properties containing a historic non-residential structure in an otherwise residential context. In practice, the classification serves as a mechanism for restoring the commercial use of a historic non-residential structure in a way that is low in impact and neighborhood conscious. This results in the property retaining its residential zoning designation, but being allowed (through the conditional use process) to permit a very narrow range of low-intensity commercial uses. Given the historical development pattern of neighborhoods throughout the city, this use designation is an alternative to a zoning change and is intended for situations where there may not be a public desire for the full range of uses allowed in a commercial zoning district.

Overall, staff expect the land use impact of the proposed request to be positive. It would maintain a commercial use in a historic structure that was not built solely for residential purposes. In reviewing previous imagery and City records, the structure appears to have been vacant since fall of 2025 and thus could not apply as a nonconforming use to resume or continue commercial operations. The re-establishment of this non-residential use is considered a reinvestment not only in the structure itself, but the quality of life for residents of surrounding properties.

Compared to its current vacant status, the proposed use of the site, particularly a commercial use, would generate increased traffic and generalized activity. However, the range of commercial uses allowed under the neighborhood commercial establishment classification is so minimal in intensity that any land use impact would likely not significantly impact surrounding properties. Overall, the positive effect of restoring the use of the site outweighs the minimal potential increases in activity.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Residential Single Family Pre-War." The goal, range of uses, and development character for that designation are copied below.

> **RESIDENTIAL SINGLE FAMILY PRE-WAR**
>
> **Goal:** Preserve the existing character and scale of pre-war (WWII) single-family residential areas of the city and allow for compatible infill development.
>
> **Range of Uses:** Single-family dwellings, agriculture, stormwater management, and supporting public recreational and community facilities allowed (e.g. schools and places of worship). Neighborhood-serving businesses and traditional corner stores may be allowed where current or former use is verified. Conversion to multifamily, neighborhood-serving commercial, or mixed used may be allowed for historical institutional or other non-residential structures.
>
> **Development Character:** New development will fit the character and scale of surrounding single-family residential areas where structures are typically located on smaller lots and have small front and side setbacks. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed commercial use is allowable under the Master Plan because it is in line with the range of uses of the Residential Low Density Pre-War Designation which allows for neighborhood-serving businesses and traditional corner stores where current or former use is verified.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met. The general intent of the Historic Urban Neighborhood Residential District designation is to allow for place-based development and the maintenance of historic land uses. The HU-RD2 Two-Family Residential District is intended to provide for two-family development on smaller lots in older, densely populated urban sections of the City. This district also allows higher residential densities when a project provides significant public benefit, such as long-term affordable housing. Limited non-residential uses such as places of worship, historic neighborhood commercial establishments, and recreational facilities that are compatible with surrounding residential neighborhoods may be allowed. Therefore, the proposal to add a low-intensity neighborhood commercial establishment would be consistent with the surrounding area and would achieve the goals of the zoning district.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

The proposed use for the site is as a neighborhood commercial establishment will be required to operate with the use standards contained within **Article 20** of the Comprehensive Zoning Ordinance. Due to the nature of the proposed use, which seeks to reoccupy a small existing commercial

structure, the environmental performance standards of **Article 21, Section 21.3** are not applicable.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met. The proposed use is compatible with the adjacent residential neighborhood which has historically featured a limited number of non-residential corner properties, such as the subject site. Thus, the continued use of the subject site as a neighborhood commercial establishment is found to preserve both the integrity of the site and neighborhood character.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. No variances are required.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. The proposal would permit a historic commercial site to continue in a neighborhood serving commercial capacity and is unlikely to have detrimental impacts on surrounding properties.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 061/26 subject to three (3) provisos:

Provisos

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use.

2. The applicant shall comply with the applicable standards of **Article 20, Section 20.3.NN**:
    a. The existing structure is non-residential in its construction and original use.
    b. The existing structure and the proposed use shall be pedestrian-oriented in design, including public entrances oriented to the street and storefront windows along the first floor.
    c. Neighborhood commercial establishments are limited to the first floor of the structure and three-thousand (3,000) square feet in gross floor area.
    d. The following uses are permitted within a neighborhood commercial establishment:
        i. Art Galley
        ii. Arts Studio
        iii. Day Care Center, Adult or Child
        iv. Office
        v. Personal Services Establishment

vi. Restaurant, Specialty
vii. Retail Goods Establishment

e. The structure is limited to the existing building footprint. No increase in building footprint or intensity of use is permitted.
f. The principal entrance shall be a direct entry from the street the property abuts.
g. No off-street parking is required.
h. Drive-through facilities are prohibited.
i. Outside storage or display is prohibited. All business, servicing, processing, and storage operations shall be located within the structure.
j. Any signs are subject to the requirements of the HU-B1A District.
k. Hours of operation are limited to 6am through 10pm

3. The plans submitted to the City Planning Commission for final approval shall indicate the installation of at least 2 short-term bicycle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1)** and **Article 22, Section 22.6** of the Comprehensive Zoning Ordinance. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.9** of the Comprehensive Zoning Ordinance. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works for any bicycle spaces located in the public right-of-way.

City Planning Commission Meeting (June 9, 2026)

The City Planning Commission staff presented the request and its recommendation for approval. Two speakers spoke in support of the request, citing the commercial use at this location had existed for approximately 100 years. Upon inquiry from Commissioner Steeg, staff specified that the neighborhood commercial establishment use only allows a very limited amount of low impact commercial uses and does not allow standard restaurants or bars. Commissioner Flick made a motion to approve the request. The motion was seconded by Commissioner Poché and unanimously adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 061/26 IS HEREBY RECOMMENDED FOR APPROVAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Flick, Hebert, Jackson, Jordan, Joshi-Gupta, Kepper, Poché, Steeg, Witry

NAYS: None

ABSENT: None

Subject Property
HU-RM2
HU-RD2
HU-RS
HU-RD1
HU-RM2
Leake Ave
Broadway St
Chestnut St
Camp St
Walnut St
Collisum St
Magazine St

CHESTNUT (ELIZABETH)

NOT PAVED

CAMP (MEADOW)

MAGAZINE

BROADWAY

AUDUBON

WALNUT

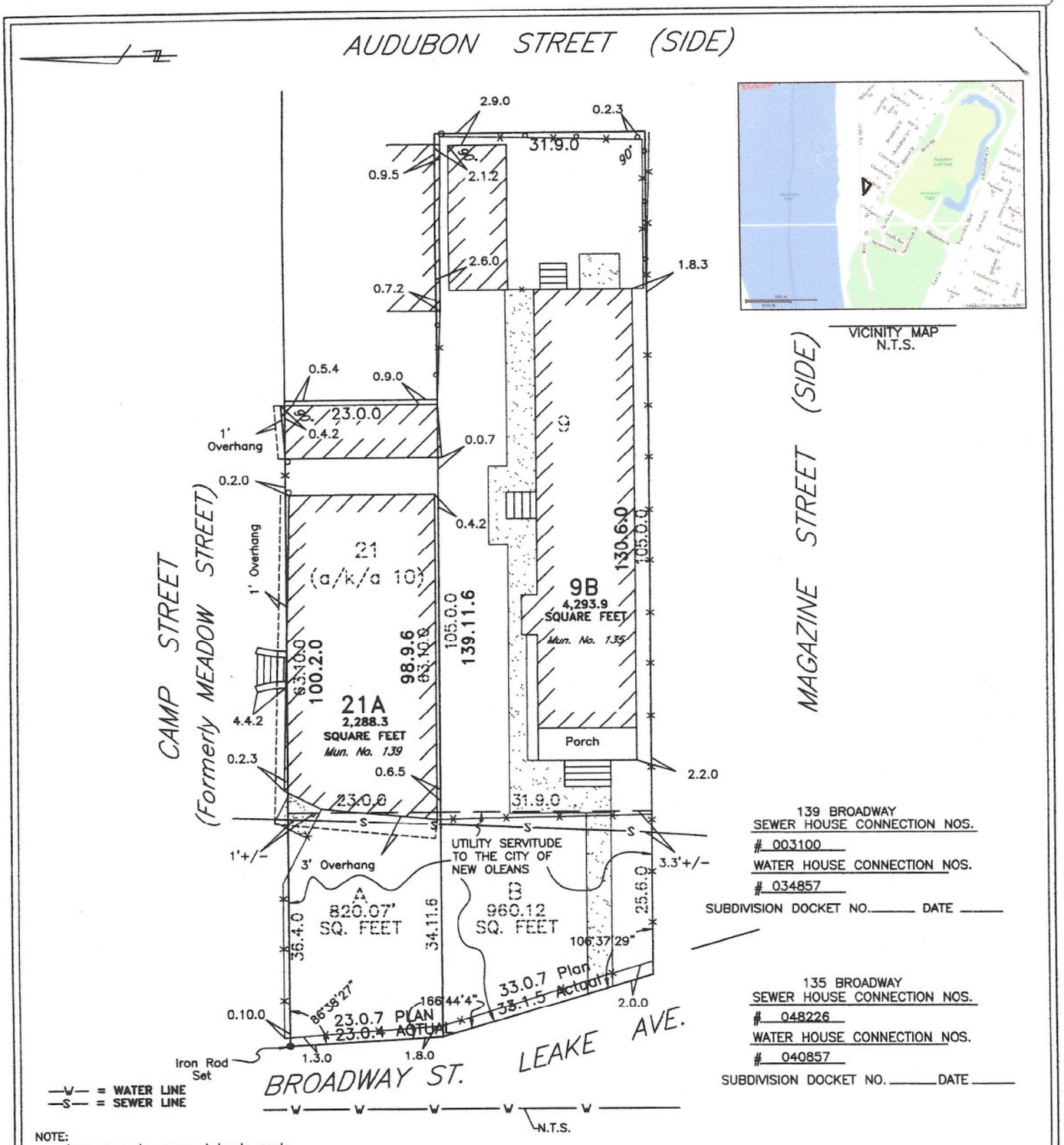
LEAKE AV.

ILLINOIS CENTRAL R. R. PUBLIC BELT R. R.

GRAVELED

Subject Property

ZD 061-26



139 BROADWAY
SEWER HOUSE CONNECTION NOS.
003100
WATER HOUSE CONNECTION NOS.
034857
SUBDIVISION DOCKET NO.____ DATE ____

135 BROADWAY
SEWER HOUSE CONNECTION NOS.
048226
WATER HOUSE CONNECTION NOS.
040857
SUBDIVISION DOCKET NO. ____ DATE ____

NOTE:
Improvements may not be to scale for clarity. The dimensions shown prevail over scale.

Angle Basis: Subd. Plan

RESUBDIVISION OF LOTS A, B, 9 & 21
(a/k/a Lot 10) INTO 21A & 9B
SQUARE 17
GREENVILLE
SIXTH DISTRICT
CITY OF NEW ORLEANS
ORLEANS PARISH, LOUISIANA

I CERTIFY THAT THIS SURVEY AND PLAT WAS PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION. MADE AT THE REQUEST OF:

JOSEPH MORALES

DADING, MARQUES & ASSOCIATES, INC.

P.O. BOX 790
METAIRIE, LA. 70004
(504) 834-0200

STATE OF LOUISIANA
JOSEPH M. MARQUES
License No. 4457
PROFESSIONAL LAND SURVEYOR
SURVEYOR

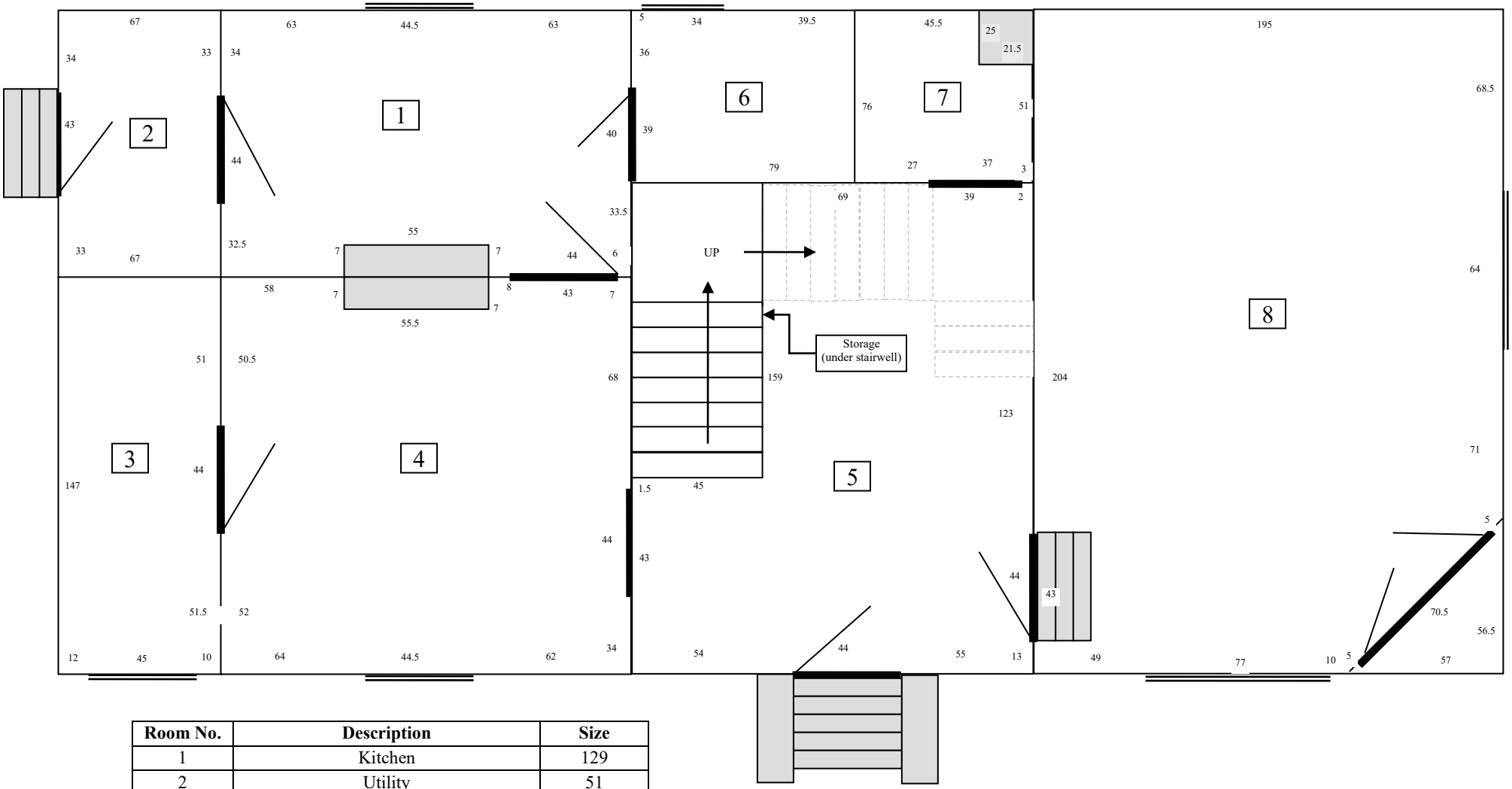
THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS "C" SURVEY ACCORDING TO THE "LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

DATE:	SCALE:		DRAWN BY:	CHECKED BY:	JOB NO.:	PLAT No.:
03-24-08	1" = 20'		J.F.L.	J.M.M.	726639	D-210-506

BERT DESADIER 03-31-08

139 Broadway --- Downstairs Floor Plan



Room No.	Description	Size
1	Kitchen	129
2	Utility	51
3	Office	68
4	Office	174
5	Office/Entry foyer Storage	141 50
6	Bath	42
7	Closet/storage	32
8	Showroom	341
	Total SF	***1027***
	Garage	170

139 Broadway Elevations

139 Broadway

WEBRE CONSULTING

Neighborhood Participation Program
Summary Report

139 Broadway Street

City of New Orleans

This report provides the results of the implementation of the Neighborhood Participation Program (NPP) for 139 Broadway Street. The property owner is requesting a Conditional Use for Neighborhood Commercial Establishment.

This report provides a summary of contact and communication with citizens, neighbors, public agencies, and interested parties required for the conditional use application. There were 79 addresses provided by CPC and 79 first-class invitations were mailed. Additionally, two invitations were sent via email to the Upper Audubon Association, the City Planning Commission (CPC), Councilmember Aimee McCarron, and Claire Byun, Councilmember McCarron's Land Use Director.

Contact:
Nicole Webre
2131 Bienville St., New Orleans, LA 70112
(504) 605-3699, nicole@webreconsulting.com

Neighborhood Meeting:

- Thursday, March 19, 2026, at 6:30 PM at 139 Broadway Street.

Correspondence and Communication:

- Monday, March 2, 2026 NPP invitations were emailed to CPC, Councilmember Aimee McCarron, Claire Byun, Councilmember McCarron's Land Use Director, and the Upper Audubon Association
- Wednesday, March 4, 2026 NPP invitations were mailed out via USPS
- Tuesday, March 17, Brian Daube (220 Audubon) left a message at 2:30 p.m. and Nicole Webre returned his call and left a voicemail at 3:45 p.m. and called again Wednesday, March 18 and left a voicemail and also sent a text at 1:52 p.m.

Summary and Results:
Webre Consulting hosted the NPP meeting at the subject property on March 19, 2026 at 6:30 p.m. Nine people attended the meeting, including property owner Joe Morales. The meeting outlined the scope of the Conditional Use request and existing conditions of the property as well as the history of the property's commercial use. Attendees were

provided the opportunity to have their questions answered and concerns voiced. The following is a description of the NPP meeting.

The NPP meeting began at 6:30 p.m. Each attendee was asked to sign the sign-in sheet, and Webre Consulting employees, Nicole Webre (NW) and Lisa Picone (LP) distributed agendas, the CPC Online Tools required handout, HU-RD2 uses and Neighborhood Commercial Establishment definition.

NW began by introducing herself and property owner Joe Morales (JM). NW provided information about the CPC informational tools and websites, including how they can be used. NW then provided a summary of the Conditional Use request, the property's zoning and relevant sections of the City's Comprehensive Zoning Ordinance (CZO). She explained that the property has been in the Morales family for over 100 years. The building was originally constructed for commercial use and then the second floor was changed to residential. The history of the commercial use includes a photographer's studio, a frame shop and an art gallery. NW explained the Neighborhood Commercial Establishment designation allows for specific uses.

NW explained the Neighborhood Commercial Establishment is allowed for properties like this that originally had commercial use to have small commercial businesses in neighborhoods. She reviewed permitted uses of the Neighborhood Commercial Establishment. She explained what a personal services establishment allows. She explained that alcohol is not allowed for a Neighborhood Commercial Establishment. She explained that this property has been operating as commercial use for over 100 years but because of the current zoning it was considered Nonconforming Use meaning that if a tenant left and there was no use for over 180 days it would be Nonconforming Use.

NW reviewed the NPP process stating that following the meeting, Webre Consulting will draft a summary report and this along with the CU application and supporting documents will be submitted to CPC. CPC will then review these materials and issue a report with a formal recommendation to the City Council.

Question and Answer, Summary of Comments:
Q: What was the original use?
A: In 1912, the original use was a grocery store. JM gave a history of commercial use for the building. He explained that the framing shop was there for roughly 25 years. Then it was an art gallery after Katrina and the photographer's studio was there for over 16 years.

Q: Are you seeking to change the HU-RD2 zoning?
NW: The property will remain HU-RD2 and the Neighborhood Commercial Establishment is allowed in HU-RD2. The new designation will be on the title of the property, so if you don't operate for 180 days you won't lose the designation, and with the Neighborhood Commercial Establishment you are allowed to switch type of business.
JM explained he is looking for a stable tenant who will be there a long time as past tenants were, but the Neighborhood Commercial Establishment removes the process of going through the Nonconforming Use process.

Q: Does the retail business allow for alcohol to be sold?
A: No. Alcohol sales are not permitted for any Neighborhood Commercial Establishment, so it would not permit a bar or restaurant with alcohol. Specialty restaurant is permitted but alcohol would not be permitted. No off-site or on-site consumption of alcohol is permitted.

Q: Would cannabis sales be permitted?
A: No, cannabis sales would not be permitted.

Q: Can you describe the seven uses in detail? (For NCE)
NW: What I am hearing is that you would like the definitions of the types of businesses allowed for Neighborhood Commercial Establishment and the language specifying that alcohol is not permitted.

Q: I have concerns about the safety of the neighborhood.
NW: What I am hearing is that you are concerned about the "What Ifs"
Q: Do you have connections to The Batture?
JM: I have no connections to The Batture.

NW: We have a potential tenant here who owns a dog grooming business. The potential use would fall under personal services of Neighborhood Commercial Establishment.

Q: What would the traffic implications of the dog grooming business be?
A: There would be pick up and drop off of the dogs or the owner could pick up the dog. There might be 4 or 5 cars in a day that may spend 5 minutes in front of the building.
JM: This business would not increase the intensity of traffic.

Q: My daughter and I own townhouse at 127 Broadway. We are very interested in traffic flow and parking. There is no parking other than street parking and the street becomes very important as a public street for parking for the residents.

NW: The vehicles parked outside right now are more than what would be for the business. We have a very small footprint so the occupancy of how many people would be allowed in the building is not that much. We are well under 3,000 square feet.

Q: That's the type of tenant you are looking at right now but it allows for other types of businesses.
NW: The Neighborhood Commercial Establishment is the only option for a commercial business.

Q: So a business could not apply to reserve the street outside for parking for that business?
NW: There is no assigned parking outside. It's street parking. There is no off-street parking for this building and we are not required to have parking.
JM: What we are talking about doing is consistent with how it's always been used – low intensity. I am sensitive to relationships with neighbors and am sensitive to the parking issue.

Q: I am concerned with protecting the neighborhood and the character and safety. By attaching it to the land it creates a permanency.
NW: The Neighborhood Commercial Establishment was created to address your concerns. The uses do not allow for a bar or a packaged liquor store. They are sensitive to the neighborhood. There are no instances where a Neighborhood Commercial Establishment has turned into a nuisance in terms of noise, litter, or loitering.

Q: A retail or specialty restaurant would be the most in terms of parking. Is there some condition that can be added to it that would allow accommodation for parking?
NW: By virtue of the floor plan we are limited. It limits the type of business and the number of people who would be here. A dog grooming business is ideal. Photography business also worked.

Q: I am concerned about the permanency. The dog grooming sounds lovely but what about a future business?
NW: Neighborhood Commercial Establishment is the only option to be able to run a small business out of this location. There is no other permitted use in HU-RD2. Having a vacancy versus having someone here during the day watching the neighborhood is the difference.

Q: There are examples throughout the city where having a commercial business is disruptive to parking.

NW: Let the history speak for itself. Joe Morales and his family have owned this property for over 100 years. It has never been a negative impact as a commercial use and has remained commercial use for many decades. He is only asking to continue doing what he has been doing with the property so it is no longer a Nonconforming Use but it is a Conditional Use and the Conditional Use does not change the underlying zoning. It allows for him to have different types of tenants but he is not planning to do anything different than what he has been doing.
JM: I have gone out of my way to address issues with neighbors that come up and be a good neighbor. There is a lot of watchfulness to the neighborhood that goes on and gives a presence during the day while neighbors are at work.

Q: Do you have any plans on selling the property?
JM: Not in the short term future. I've been committed to the neighborhood for all of my life to this point.

Q: I live across the street and I've known Joe for a while. The perpendicular parking outside of the building allows for you to fit a lot more cars and residential parking requires parallel parking.

JM: Having a business here would add to the vibrancy of the neighborhood. Having this building sit vacant is not adding to the valuation of the properties.

Q: I just wish the NCE designation wasn't attached to the land.
NW: There is no other option provided by the city for this to continue as a commercial space and keep the zoning HU-RD2. A Conditional Use can be revoked by the Council or the property owner. Other than it being vacant or a zoning change there is no other option to preserve the commercial use other than the Neighborhood Commercial Establishment.

Q: If there is no other way to have a dog grooming business here, then we move forward and work together.
JM: I care about the neighborhood and I am here all the time.

NW: Next steps, we will submit the application to the CPC, they review and make a recommendation to the CPC and a public hearing is held and the recommendation goes on to the City Council for a vote. I will continue to communicate with you on the information you requested.

Q: Is there anything in the CZO that has standards for revocation? If a business years from now opened up and it was objectionable there would be a path?

NW: Yes.

Q: We are concerned about what might happen in the future. I feel conflicted.
JM: Is there something I can do to help with your confliction?
Q: It's hard to predict the future – that it could be sold or it could be a different kind of business. A specialty restaurant may be a problem. I'm not sure there is anything we can do to guarantee that won't happen.
JM: The photography studio was here for 16 years so the rules for the city are different now. After looking at all of the options, the only option I have to continue the commercial use is the Neighborhood Commercial Establishment.

Q: Can we put a caveat in the Neighborhood Commercial Establishment regarding the parking concerns?
JM: I put certain conditions in the lease to be a good neighbor and to prevent disruptions.
NW: I can discuss with City Planning and Joe but City Council has gotten away from adding additional restrictions. But I can inquire and ask if it would be possible to put in additional conditions. But what I am hearing is types of businesses that would bring in more traffic and parking are the concern.

Q: I read that an allocation for alcohol sales could be applied for separately.
NW: That's incorrect. The underlying zoning is HU-RD2 and it does not allow for alcohol and the NCE does not allow for alcohol. You would need a zoning change to have alcohol, so this is not an issue.

The meeting adjourned at 7:46 p.m.

Attachments:
NPP Summary Report (1-6)
NPP Invitation Letter (7)
Agenda (8)
Sign-in Sheets (9-10)
Required Handout – City of New Orleans Online Tools (11)
Handout – HU-RD2 and NCE Uses (12-14)
Floor Plan (15)
CPC Mailing List (16-19)
Emailed NPP Invitation – CPC, Aimee McCarron, Claire Byun (20)
Emailed NPP Invitation – Upper Audubon Association (21)
Letters of Support (22 – 54)

WEBRE CONSULTING

February 24, 2026

Dear Neighbor:

We represent the property owner, Joe Morales, who owns 139 Broadway. The property consists of a commercial space and an apartment is located on the second floor. The owner is requesting approval of a Neighborhood Commercial Establishment (NCE) designation to allow limited, neighborhood-scale commercial use within the existing commercial portion of the building which has operated as commercial use for over 100 years. The residential unit will remain long-term residential use and is not part of the request.

The Morales family has owned the property since 1923, and it has accommodated neighborhood-serving commercial uses for more than a century. Since its construction in 1912, the building has supported small-scale commercial activity serving the surrounding neighborhood, including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, the commercial space has been used for quiet, neighborhood-compatible businesses, including a custom picture framing shop for over twenty years, an art gallery, and most recently a photography studio for over sixteen years.

139 Broadway is zoned HU-RD2 (Historic Urban Two-Family Residential District). In HU-RD2 districts, a neighborhood commercial establishment is considered a conditional use under the provisions of Article 11, Section 11.2 (Table 11-1) of the Comprehensive Zoning Ordinance (CZO) subject to the standards of Article 20, Section 20.3.NN of the CZO. In order to apply for a Conditional Use we must first complete the Neighborhood Participation Program (NPP) in accordance with Section 4.3.D.2. of the CZO with outreach and notification to residents, businesses and property owners within 300 feet with an invitation to attend and participate in a meeting. Following the meeting, we will submit the NPP summary and report along with conditional use application to City Planning Commission (CPC). It will be reviewed by CPC and a hearing will be held. Next, the recommendation will be forwarded to the City Council which will also hold a public hearing and has the authority to approve or deny the request.

Because you are a nearby neighbor, property owner, or an interested party, you are invited to attend the **NPP meeting on Thursday, March 19th, 2026 at 6:30 PM at 139 Broadway Street** in New Orleans.
Please feel free to contact me if you have any questions or need further clarification at Nicole@Webreconsulting.com or (504) 605-3699.

Sincerely,

Nicole Webre

WEBRE CONSULTING

Neighborhood Participation Meeting Agenda

139 Broadway Street
New Orleans, LA 70118

Date: Thursday, March 19th, 2026 @ 6:30pm
Location: 139 Broadway Street, New Orleans, LA 70118

I. **Welcome & Introductions**
- Sign-in and handouts at front
- Introductions
- Overview of meeting

II. **CPC Informational Tools**
- City Planning Commission: nola.gov/cpc
- Comprehensive Zoning Ordinance: czo.nola.gov
- Notice Me: noticeme.nola.gov
- OneStop: onestopapp.nola.gov/search.aspx
- Property Viewer: property.nola.gov

III. **Description of the Project**
- **Description of the Conditional Use request**
  - Conditional Use at 139 Broadway Street, for a neighborhood commercial establishment

- **Zoning**
  - **HU-RD2 District-** Historic Urban Two-Family Residential District
  - **CZO 11.2-** Requires conditional use for a neighborhood commercial establishment subject to use conditions in Section 20.3.NN of CZO
  - **CZO 20.3.NN –** Does not require off street-parking

IV. **City Planning and City Council process**

V. **Public Comment, Questions and Answers**

VI. **Summary**

NPP Meeting Sign In Sheet

Project Name/Location: 139 Broadway

Meeting Date/Time: 3/19/2026 6:30pm

Meeting Location: 139 Broadway

Name	Organization	Address	City, State, & Zip	Phone Number	Email Address
Johnny Vodanovich		7131 Camp St.	New Orleans LA 70118	504-415-7908	JOHNNYV713@gmail.com
Joe Morales		139 Broadway St.	NOLA	714.914.0655	jjmorales@cngroupcorp.
Sandra Oehler		7718 S. Claiborne Ave	Nola 70125	504-322-0457	sandraoehler71@gmail.com

NPP Meeting Sign In Sheet

Project Name/Location: 139 Broadway

Meeting Date/Time: March 19, 2026 6:30 p.m.

Meeting Location: 139 Broadway St.

Name	Organization	Address	City, State, & Zip	Phone Number	Email Address
CARY Phelps		127 Broadway St	NOLA 70118	504-232-5750	cary@phelps@me.com
Ashton Phelps, Jr.		1457 State St.	" "	504 905 6442	aphelps@gol.com
Jan Sutton		161 Broadway	" "	220-0095	jesntess@cox.net
TARA Hamburg		7115 CAMP ST	" "	5044954250	taranola@mac.com
MIKE Semmes		420 WALNUT ST	" "	504 908 8335	mike.semmes@gmail
Brian Daube		220 Audubon St	" "	504-722-7052	Brian@sunfinance.com

New Orleans City Planning Commission Online Tools

CPC Website nola.gov/next/city-planning

The CPC website hosts a number of important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance (CZO) and the Master Plan.

Comprehensive Zoning Ordinance czo.nola.gov

The entire text of the CZO can be viewed on this website.

NoticeMe noticeme.nola.gov

NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system offers a way for interested parties to stay informed about land use proposals within a selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the CPC or Board of Zoning Adjustments.

One Stop App onestopapp.nola.gov

The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

Property Viewer property.nola.gov

The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays “layers” of information, including the Master Plan Future Land Use Map, current zoning districts, and the locations of site-specific zoning actions approved by ordinance such as Conditional Uses and Planned Developments. Links are provided that can take the viewer to applicable section of the CZO and Assessor records.

What is the City Planning Commission?

The New Orleans City Planning Commission (CPC) is a nine-member citizen board supported by a staff of planners. The CPC provides analysis and recommendations to the City Council on matters dealing with the present and future development of the City, in accordance with the goals and policies of the City's Plan for the 21st Century or the Master Plan. This includes reviewing, approving, and recommending to the City Council requests for master plan amendments, map changes, text amendments to the Comprehensive Zoning Ordinance (CZO), appeals and subdivisions.

Get in Touch!

(504) 658-7033
CPCInfo@nola.gov

Visit Us!

1340 Poydras Street
8th Floor
New Orleans, LA 70112
9am—4pm
Monday—Friday

11.2 USES

Only those uses of land listed under Table 11-1: Permitted and Conditional Uses as permitted uses or conditional uses are allowed within the Historic Urban Neighborhood Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). No letter (i.e., a blank space) or the absence of the use from the table indicates that use is not permitted within that zoning district.

USE[1]	HU-RD2	USE STANDARDS
Artist Community		Section 20.3.F
Bed and Breakfast – Accessory	C	Section 20.3.I
Bed and Breakfast - Principal		Section 20.3.I
Day Care Home, Adult – Small	P	Section 20.3.T
Day Care Home, Adult – Large		Section 20.3.T
Dwelling, Established Two-Family		Section 20.3.W
Dwelling, Single-Family	P	
Dwelling, Two-Family	P	Section 20.3.Y
Dwelling, Townhouse	C	Section 20.3.X
Dwelling, Multi-Family		
Dwelling, Established Multi-Family	P,C[4]	Section 20.3.W
Dwelling, Small Multi-Family Affordable	P	Section 20.3.SSS
Group Home, Small	P	Section 20.3.GG
Group Home, Large		Section 20.3.GG
Group Home, Congregate		Section 20.3.GG
Home Based Child Care, Small	P	Section 20.3.T
Permanent Supportive Housing		Section 20.3.PP
Residential Care Facility	P	Section 20.3.YY
Day Care Center, Adult – Small		Section 20.3.S
Day Care Center, Adult – Large		Section 20.3.S
Neighborhood Commercial Establishment	C	Section 20.3.NN
Private Residential Recreation Facility (Indoor or Outdoor)		Section 20.3.SS
Racetrack (Only Those Existing as of Ordinance Effective Date)		Section 20.3.VV

USE[1]	HU-RD2	USE STANDARDS
Solar Energy System – Small-Scale Ground Mounted Only	P	Section 20.3.DDD
Child Care Center, Small	P	Section 20.3.S
Child Care Center, Large	P	Section 20.3.S
City Hall	C	
Community Center	C	
Convent and Monastery	P	
Cultural Facility	C	Section 20.3.R
Domestic Protection Shelter		Section 20.3.U
Educational Facility, Primary	C	Section 20.3.Z
Educational Facility, Secondary	C	Section 20.3.Z
Emergency Shelter		Section 20.3.AA
Government Offices	P	Section 20.3.FF
Hospital		
Place of Worship	P	
Public Works and Safety Facilities	C	
Social Club or Lodge	C	Section 20.3.CCC
Veterans Wellness Facility		Section 20.3.OOO
Agriculture – No Livestock	P	Section 20.3.C
Agriculture – With Livestock	C	Section 20.3.C
Country Club	C	Section 20.3.MMM
Parks and Playgrounds	P	
Stormwater Management (Principal Use)	P	
Parking Lot (Accessory Use)	C[5]	
Planned Development	C	Article 5
Pumping Station	P	Section 20.3.UU
Utilities	P[2]	Section 20.3.GGG
Wireless Communications Antenna & Facility	C,P[3]	Section 20.3.JJJ
Wireless Communications Tower & Facility	C	Section 20.3.JJJ

20.3.NN NEIGHBORHOOD COMMERCIAL ESTABLISHMENT

1. The existing structure is non-residential in its construction and original use.

2. The existing structure and the proposed use shall be pedestrian-oriented in design, including public entrances oriented to the street and storefront windows along the first floor.

3. Neighborhood commercial establishments are limited to the first floor of the structure and three-thousand (3,000) square feet in gross floor area.

4. The following uses are permitted within a neighborhood commercial establishment:

   i. Art Gallery

   ii. Arts Studio

   iii. Child Care Center, Adult or Child

      a. The use of a Child Care Center is exempt from the 3,000 square foot gross floor area limitation, if the existing site is able to provide the required off-street parking, per Article 22, Table 22-1 Off-Street Vehicle and Bicycle Parking Requirements, and meet the minimum square foot requirements, per Section 20.3.S.2.

   iv. Office

   v. Personal Services Establishment

   vi. Restaurant, Specialty

   vii. Retail Goods Establishment

5. The structure is limited to the existing building footprint. No increase in building footprint or intensity of use is permitted.

6. The principal entrance shall be a direct entry from the street the property abuts.

7. No off-street parking is required.

8. Drive-through facilities are prohibited.

9. Outside storage or display is prohibited. All business, servicing, processing, and storage operations shall be located within the structure.

10. Any signs are subject to the requirements of the HU-B1A District.

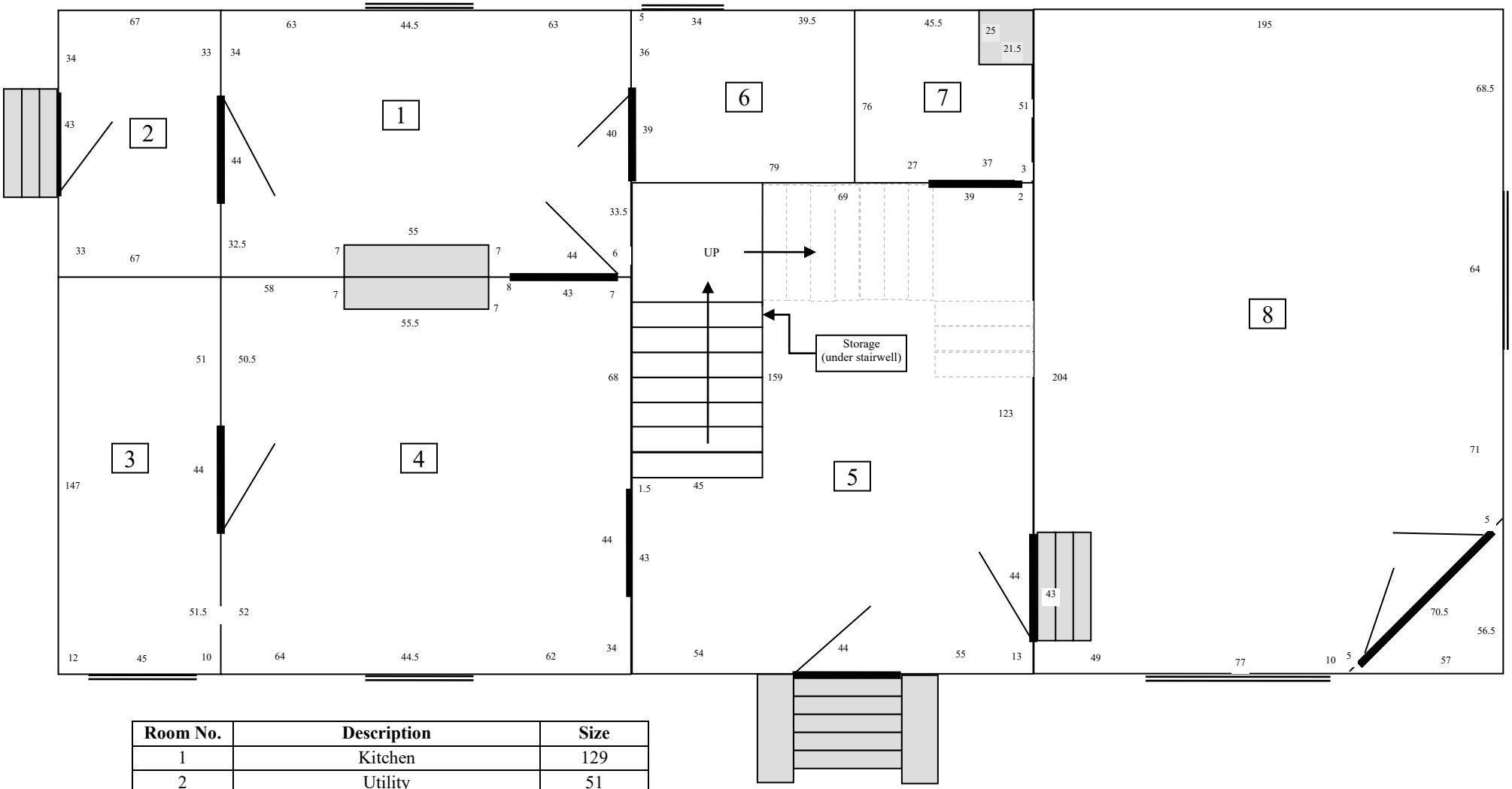
11. Hours of operation are limited to 6am through 10pm.

Adopted by Ord. 28432 MCS, 8-6-20, ZD 38/20

Section 26.6 Definitions

Neighborhood Commercial Establishment. A commercial use within a residential neighborhood that is non-residential in its original construction and use.

139 Broadway --- Downstairs Floor Plan



Room No.	Description	Size
1	Kitchen	129
2	Utility	51
3	Office	68
4	Office	174
5	Office/Entry foyer Storage	141 50
6	Bath	42
7	Closet/storage	32
8	Showroom	341
	Total SF	***1027***
	Garage	170

PROPERTY OWNERS AND OCCUPANTS WITHIN 300 FEET				
Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
252 Audubon St LLC	C/O Parish Properties Ln 5500 Prytania St#50	New Orleans	LA	70115
7045-47 Magazine St LLC	7927 Maple St	New Orleans	LA	70118
Aluizio R Stopa	Etal 227 Audubon St	New Orleans	LA	70118
Andrew R Lauber	7046 Camp St	New Orleans	LA	70118
Anne A Fitzhugh	256 Audubon St	New Orleans	LA	70118
Billy J Hicks	7112 Camp St	New Orleans	LA	70118
Brian J Daube	220 Audubon St	New Orleans	LA	70118
Broadway Corner LLC	1055 St Charles Ave Ste 701	New Orleans	LA	70130
Cary C Phelps	Etal 127 Broadway St	New Orleans	LA	70118
Close Bids L L C	5316 Rebecca Blvd	Kenner	LA	70065
Courtney C Jackson	234 Audubon St	New Orleans	LA	70118
Current Resident	119 Broadway St	New Orleans	LA	70118
Current Resident	127 Broadway St	New Orleans	LA	70118
Current Resident	135 Broadway St	New Orleans	LA	70118
Current Resident	139 Broadway St	New Orleans	LA	70118
Current Resident	157 Broadway St	New Orleans	LA	70118
Current Resident	159 Broadway St	New Orleans	LA	70118
Current Resident	206 Audubon St	New Orleans	LA	70118
Current Resident	209 Audubon St	New Orleans	LA	70118
Current Resident	210 Audubon St	New Orleans	LA	70118
Current Resident	212 Audubon St	New Orleans	LA	70118
Current Resident	214 Audubon St	New Orleans	LA	70118
Current Resident	215 Audubon St	New Orleans	LA	70118
Current Resident	216 Audubon St	New Orleans	LA	70118
Current Resident	217 Audubon St	New Orleans	LA	70118
Current Resident	222 Audubon St	New Orleans	LA	70118
Current Resident	227 Audubon St	New Orleans	LA	70118
Current Resident	228 Audubon St	New Orleans	LA	70118
Current Resident	231 Audubon St	New Orleans	LA	70118
Current Resident	232 Audubon St	New Orleans	LA	70118
Current Resident	242 Audubon St	New Orleans	LA	70118
Current Resident	245 Audubon St	New Orleans	LA	70118
Current Resident	246 Audubon St	New Orleans	LA	70118
Current Resident	246 Audubon St Apt 101	New Orleans	LA	70118
Current Resident	246 Audubon St Apt 102	New Orleans	LA	70118
Current Resident	246 Audubon St Apt 201	New Orleans	LA	70118
Current Resident	246 Audubon St Apt 202	New Orleans	LA	70118
Current Resident	247 Audubon St	New Orleans	LA	70118
Current Resident	252 Audubon St	New Orleans	LA	70118
Current Resident	252 Audubon St Apt 101	New Orleans	LA	70118
Current Resident	252 Audubon St Apt 102	New Orleans	LA	70118
Current Resident	252 Audubon St Apt 201	New Orleans	LA	70118
Current Resident	252 Audubon St Apt 202	New Orleans	LA	70118
Current Resident	258 Audubon St	New Orleans	LA	70118

Current Resident	7041 Magazine St	New Orleans	LA	70118
Current Resident	7043 Magazine St	New Orleans	LA	70118
Current Resident	7045 Magazine St	New Orleans	LA	70118
Current Resident	7047 Magazine St	New Orleans	LA	70118
Current Resident	7100 Camp St	New Orleans	LA	70118
Current Resident	7101 Camp St	New Orleans	LA	70118
Current Resident	7102 Camp St	New Orleans	LA	70118
Current Resident	7131 Camp St	New Orleans	LA	70118
David L Rodrigue	129 Broadway St	New Orleans	LA	70118
Desobry Bowens	6709 Latijera Blvd PMB 300	Los Angeles	CA	90045
Hamburg Kai M Hamburg Tara Allison	7115 Camp St	New Orleans	LA	70118
Jan E Sutton	161 Broadway St	New Orleans	LA	70118
Jeanne Foster	2309 Virginia St	Berkeley	CA	94709
John D Hopper	219 Audubon St	New Orleans	LA	70118
Joseph Francis Skuba	7050 Camp St	New Orleans	LA	70118
Justin Thomas Green	7043 Magazine St 1/2	New Orleans	LA	70118
Kalai LLC	403 Baronne St	New Orleans	LA	70112
Ladd William R Ladd Heidi M	607 Bayou Dularge Rd	Houma	LA	70363
Lambeth House Inc Muffin Balart	150 Broadway St	New Orleans	LA	70118
Leo C Jr Ledet	P O Box 1070	Houma	LA	70361
Marengo Investments LLC	4530 Magazine St Ste A	New Orleans	LA	70115
Margarete Gertrude Wabnig	208 Audubon St	New Orleans	LA	70118
Mary Laura Clark	165 Broadway St	New Orleans	LA	70118
Meter Marianne Mattingly Van	7042 Camp St	New Orleans	LA	70118
Michael J Tilley	125 Broadway St	New Orleans	LA	70118
Morales Ignatius J Jr	Etal 4605 Mc Williams Ct	Plano	TX	75093
Murat M Celebi	240 Audubon St	New Orleans	LA	70118
Naresh Suman Naresh Ulrike	241 Audubon St	New Orleans	LA	70118
Nathan L Tape	3350 State Street Dr	New Orleans	LA	70125
Russell Douglas Glenn	200 Audubon St	New Orleans	LA	70118
Sisk William R Sisk Nacarid P	173 Broadway St	New Orleans	LA	70118
Stephen D Morel	201 Audubon St	New Orleans	LA	70118
Susan F Booker	Etal 247 Audubon St	New Orleans	LA	70118
William J Deering	ET Al 65 Commercial Wharf Apt 1	Boston	MA	02110
William S Monsted	171 Broadway St	New Orleans	LA	70118

CITY PLANNING COMMISSION

cpcinfo@nola.gov

CITY COUNCIL

District A

Aimee McCarron
Aimee.McCarron@nola.gov
Phone: (504) 658-1010
Fax: (504) 658-1016
City Hall, Room 2W80
1300 Perdido Street

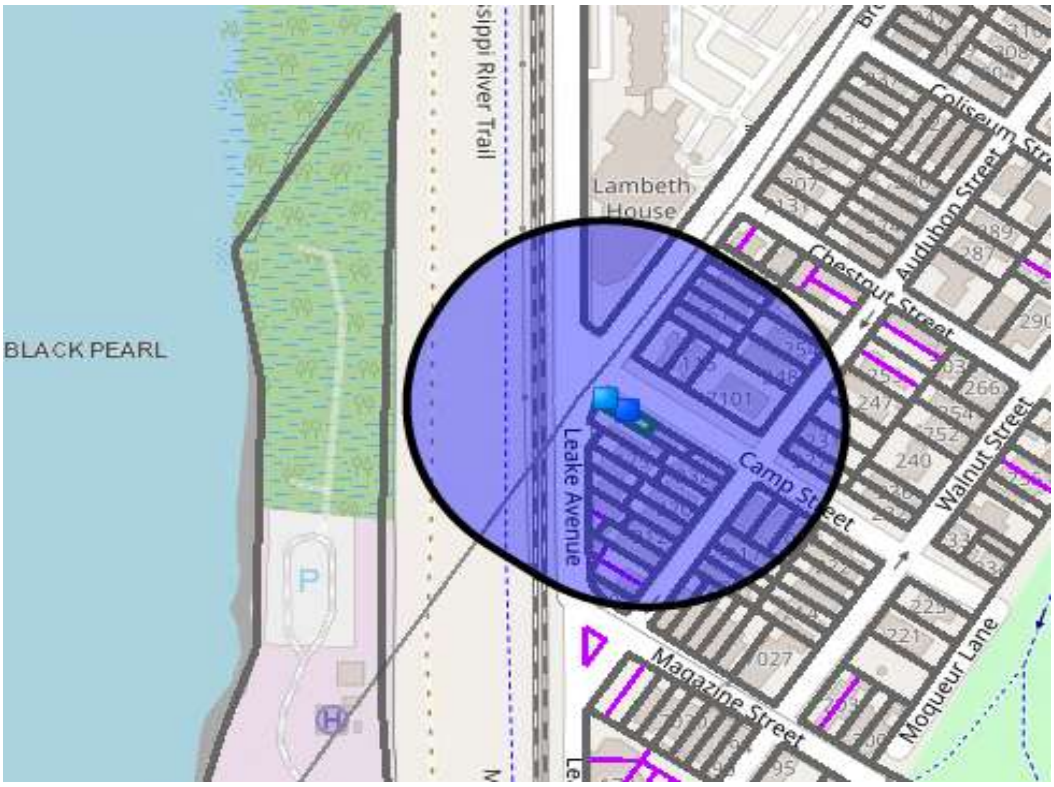
Claire F. Byun
claire.byun@nola.gov

New Orleans, LA 70112

SELF-REPORTED NEIGHBORHOOD ORGANIZATIONS

Organization Name: Upper Audubon Association
Point of Contact: Tre Roux
Email: kroux@deutschkerrigan.com
Street Address: 474 Audubon Street
City: New Orleans
Zip: 70118

300 FT BUFFER



Lisa Picone Love

From: Lisa Picone Love
Sent: Monday, March 2, 2026 12:48 PM
To: CPCINFO; 'Aimee.McCarron@nola.gov'; Claire F. Byun
Cc: Nicole Webre
Subject: NPP Meeting Notice for 139 Broadway St.
Attachments: Meeting Notice 139 Broadway.pdf

Good afternoon,

Please see NPP Meeting notice attached for 139 Broadway St. This is a request for a Conditional Use for a Neighborhood Commercial Establishment.

Thank you,
Lisa

Lisa Picone Love
Associate Consultant
WEBRE CONSULTING
lisa@webreconsulting.com
Office: (504) 605-3699

Lisa Picone Love

From: Lisa Picone Love
Sent: Tuesday, March 3, 2026 9:43 AM
To: kroux@deutschkerrigan.com
Cc: Nicole Webre
Subject: NPP Meeting Notice 139 Broadway
Attachments: Meeting Notice 139 Broadway.pdf

Good morning, Tre,

Please see NPP Meeting notice attached for 139 Broadway St. This is a request for a Conditional Use for a Neighborhood Commercial Establishment. I am sending this to you for Upper Audubon Association.

NOTE: I sent this yesterday and realized I forgot the attachment.

Thank you,
Lisa

Lisa Picone Love
Associate Consultant
WEBRE CONSULTING
lisa@webreconsulting.com
Office: (504) 605-3699

Lisa Picone Love

From: adelaida ferchmin <aferchmi@gmail.com>
Sent: Wednesday, March 11, 2026 3:58 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 301 Lowerline St., and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Adi Ferchmin

301 Lowerline St.

New Orleans, LA 70118

Lisa Picone Love

From: Alicia Sucre <alicia.c.sucre@gmail.com>
Sent: Thursday, March 19, 2026 9:44 AM
To: Lisa Picone Love
Subject: Re: Support for NCE Designation – 139 Broadway Street

You don't often get email from alicia.c.sucre@gmail.com. Learn why this is important

My apologies! Thanks

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 248 Cherokee St. Apt 17 , and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Alicia Sucre

248 Cherokee Street, Apt. 17

New Orleans, LA 70118

From: Lisa Picone Love <lisa@webreconsulting.com>
Date: Thursday, March 19, 2026 at 9:42 AM
To: Alicia Sucre <alicia.c.sucre@gmail.com>
Subject: RE: Support for NCE Designation – 139 Broadway Street

Hi Alicia,

Thanks for sending. Can you please insert your address in the first line where it says (insert your address) and copy and paste and send back to me?

Thank you,
Lisa

Lisa Picone Love
Associate Consultant
Webre Consulting
504.605.3699

WebreConsulting.com

From: Alicia Sucre <alicia.c.sucre@gmail.com>
Sent: Thursday, March 19, 2026 9:39 AM
To: Lisa Picone Love <lisa@webreconsulting.com>
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from alicia.c.sucre@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at (insert your address), and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Alicia Sucre

248 Cherokee Street, Apt. 17

New Orleans, LA 70118

Lisa Picone Love

From: Anna Barreneche <ambarren@my.loyno.edu>
Sent: Wednesday, March 18, 2026 10:34 AM
To: Lisa Picone Love
Subject: Support for NCE Designation —139 Broadway Street

Categories: Lisa

You don't often get email from ambarren@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 372 Pine Street, New Orleans, 70118, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Anna Barreneche
372 Pine Street
New Orleans, LA 70118

Lisa Picone Love

From: Anna Melancon <annamelancon@gmail.com>
Sent: Tuesday, March 10, 2026 7:17 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from annamelancon@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 286 Lowerline Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Anna Melancon
286 Lowerline St
New Orleans, LA 70118

Lisa Picone Love

From: ashley Franks <afranks52@yahoo.com>
Sent: Sunday, March 15, 2026 9:29 AM
To: Lisa Picone Love
Subject: Letter of Support

Categories: Lisa

You don't often get email from afranks52@yahoo.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 532 Audubon St, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Ashley Franks

532 Audubon St

New Orleans, LA 70118

Lisa Picone Love

From: J Morales <jmorales@cmgroupcorp.com>
Sent: Tuesday, April 14, 2026 12:23 PM
To: Lisa Picone Love; Nicole Webre
Subject: FW: Support for NCE Designation – 139 Broadway Street

Hi Nicole, Lisa – just wanted to make sure you guys saw this and hopefully it can be included in the NPP report.

Joe Morales
CM Group
O: 972-769-1156
M: 214-914-0655
jjmorales@cmgroupcorp.com

This email and any attachments may contain confidential or legally privileged information intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message.

From: bill_hicks <bill_hicks@cox.net>
Sent: Tuesday, April 14, 2026 8:58 AM
To: nicole@webreconsulting.com; J. Morales <jmorales@cmgroupcorp.com>; bill_hicks <bill_hicks@cox.net>
Subject: Support for NCE Designation – 139 Broadway Street

Dear City Planning Commission and Members of the New Orleans City Council,

I am a nearby property owner and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street. I live immediately adjacent to the property at 139 Broadway Street and have since I purchased my home in 1991. The Morales family owns several rental properties on my block and they have always been great neighbors; promptly addressing the few very minor issues that have arisen over the years. I appreciate having a business operating during the day when most other folks are away at work. Parking has never been a problem on my street as a result of the businesses operating at this location. Additionally, there are typically unused parking locations at the foot of Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Bill Hicks

7112 Camp Street

New Orleans, LA 70118

Lisa Picone Love

From: canthonymillerk9@yahoo.com
Sent: Friday, March 13, 2026 11:40 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

Categories: Lisa

You don't often get email from canthonymillerk9@yahoo.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 7821 Leake Ave, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.
The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.
Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.
I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.
Sincerely,

Craig Miller
7821 Leake Ave
New Orleans, LA 70118

Lisa Picone Love

From: Dawson Judice <dmjudice@my.loyno.edu>
Sent: Wednesday, March 18, 2026 9:06 AM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from dmjudice@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 7436 Garfield Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Dawson Judice
7436 Garfield Street
New Orleans, LA 70118

Lisa Picone Love

From: Elizabeth Guthrie <epearce85@gmail.com>
Sent: Tuesday, March 24, 2026 1:47 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from epearce85@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at (300 Lowerline St, New Orleans, LA 70118), and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Elizabeth Guthrie

300 Lowerline St

New Orleans, LA 70118

Lisa Picone Love

From: Emily Rosenzweig <rosenzweigemily@gmail.com>
Sent: Wednesday, March 11, 2026 12:53 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from rosenzweigemily@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am a neighbor who lives nearby at 7838 Hampson Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over 100 years, and throughout that time it has consistently served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special -- and we are losing them all too quickly. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,
Emily Rosenzweig
7838 Hampson Street
New Orleans, LA 70118

Lisa Picone Love

From: Gzito <gzito@gretchenzito.com>
Sent: Thursday, April 16, 2026 7:52 AM
To: Lisa Picone Love
Subject: Re: Letter of Support - NCE Designation 139 Broadway

You don't often get email from gzito@gretchenzito.com. Learn why this is important

Here you go!
Gretchen Roos Zito
Account Director
The Vega Group
Office: (504) 298-3170
Mobile: (703) 341-7700

On Mar 17, 2026, at 9:06 AM, Lisa Picone Love <lisa@webreconsulting.com> wrote:

Hi Gretchen,

Thanks for sending. Can you please insert your address in the first sentence and copy and paste back to me?

Thank you,
Lisa

Lisa Picone Love
Associate Consultant
Webre Consulting
504.605.3699

WebreConsulting.com

From: Gzito <gzito@gretchenzito.com>
Sent: Tuesday, March 17, 2026 7:36 AM
To: Lisa Picone Love <lisa@webreconsulting.com>
Subject: Letter of Support - NCE Designation 139 Broadway

You don't often get email from gzito@gretchenzito.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 519 Audubon St., New Orleans, LA 70118, and I am writing to express my

strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Gretchen Roos Zito

519 Audubon Street

New Orleans, LA 70118

Lisa Picone Love

From: Heidi Melancon <hmelancon@stangelaschool.org>
Sent: Wednesday, March 11, 2026 12:21 PM
To: Lisa Picone Love
Subject: Support for Sandra Oehler's business

You don't often get email from hmelancon@stangelaschool.org. Learn why this is important

Subject: Support for NCE Designation – 139 Broadway Street

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 195 Walnut Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Heidi Melancon

195 Walnut Street #2

New Orleans, LA 70118

Lisa Picone Love

From: Helen Gerig <nulife71603@yahoo.com>
Sent: Wednesday, March 11, 2026 10:58 AM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from nulife71603@yahoo.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 311 Hillary Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Helen Schell Gerig

311 Hillary Street

New Orleans, LA 70118

Lisa Picone Love

From: Isabella Blackburn <imblackb@my.loyno.edu>
Sent: Monday, March 16, 2026 8:24 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from imblackb@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 427 Lowerline St, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises, including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this long standing, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Isabella Blackburn
427 Lowerline St
New Orleans, LA 70118

Lisa Picone Love

From: J Morales <jmorales@cmgroupcorp.com>
Sent: Thursday, March 19, 2026 9:59 AM
To: Nicole Webre
Cc: Lisa Picone Love
Subject: Letter of Support - 139 Broadway St - Neighborhood Commercial Establishment Designation

Hi Nicole,

Below is my Letter of Support regarding the NCE designation of 139 Broadway.

Please include this in your report to the City as appropriate.

Thank you.

Joe

Joe Morales
CM Group
O: 972-769-1156
M: 214-914-0655
jjmorales@cmgroupcorp.com

This email and any attachments may contain confidential or legally privileged information intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message.

Dear City Planning Commission and Members of the New Orleans City Council,

I am the owner of 139 Broadway Street, located at the corner of Broadway Street, Camp Street, and Leake Avenue, as well as the adjacent properties at 135 Broadway Street and 7131 Camp Street, and I am writing to express my support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned the property since 1923, and it has accommodated neighborhood-serving commercial uses for more than a century. Since its construction in 1912, the building has supported small-scale commercial activity serving the surrounding neighborhood, including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, the commercial space has been used for quiet, neighborhood-compatible businesses, including a custom picture framing shop for over twenty years, an art gallery, and most recently a photography studio for over sixteen years.

The request before you is for a conditional use to allow a limited Neighborhood Commercial Establishment within the existing commercial space. The residential portion of the building will remain dedicated to long-term residential use and is not part of the conditional use request.

As the property owner, I believe this designation is consistent with the historic use of the building and appropriate for the surrounding neighborhood. I support formalizing and preserving the longstanding, neighborhood-scale commercial use of this property through the NCE process.

Thank you for your consideration.

Sincerely,
Ignatius J Morales Jr
Property Owner
139 Broadway Street
135 Broadway Street
7131 Camp Street
New Orleans, LA 70118

From: Johnny V
To: Nicole Webre
Subject: Fwd: Letter of Support - Neighborhood Commercial Establishment (NCE) Designation 139 Broadway
Date: Wednesday, March 11, 2026 6:13:10 PM

You don't often get email from johnnyv7131@gmail.com. Learn why this is important

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Subject: Support for NCE Designation – 139 Broadway Street

Dear City Planning Commission and Members of the New Orleans City Council,

I am a nearby resident having lived at 7131 Camp St for more than 25 years, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,
Johnny Vodanovich
7131 Camp Street
New Orleans, LA 70118

Lisa Picone Love

From: Nicole Webre
Sent: Tuesday, March 10, 2026 11:04 AM
To: Lisa Picone Love
Subject: FW: Support for NCE Designation – 139 Broadway Street

---

From: Kai Hamburg <kaihamburg@me.com>
Sent: Tuesday, March 10, 2026 9:42 AM
To: Nicole Webre <nicole@webreconsulting.com>
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from kaihamburg@me.com. Learn why this is important

Support for NCE Designation – 139 Broadway Street

Dear City Planning Commission and Members of the New Orleans City Council,

I am a nearby property owner and I am writing to express my support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.
Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Sincerely,

Kai Hamburg
7115 Camp Street
New Orleans, LA 70118

Lisa Picone Love

From: Katherine Lepe <kdlepe@my.loyno.edu>
Sent: Tuesday, March 17, 2026 8:50 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

Categories: Lisa

You don't often get email from kdlepe@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 427 Lowerline St, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Respectfully,

Katherine Lepe
427 Lowerline St,
New Orleans, LA 70188

Lisa Picone Love

From: Martha Landrum <marthalandrum@gmail.com>
Sent: Sunday, March 15, 2026 10:11 AM
To: Lisa Picone Love
Subject: Re: Support for NCE Designation at 139 Broadway

Categories: Lisa

You don't often get email from marthalandrum@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 408 Walnut Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Martha Landrum

408 Walnut Street

New Orleans, LA 70118

Martha Landrum
marthalandrum@gmail.com
(504) 722-8801

Lisa Picone Love

From: Natalie F <nfranz11@gmail.com>
Sent: Thursday, March 12, 2026 6:44 PM
To: Lisa Picone Love
Subject: Re: Letter of Support - NCE Designation 139 Broadway

Categories: Lisa

You don't often get email from nfranz11@gmail.com. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 354 lowerline st, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Natalie Franz

354 Lowerline St

New Orleans, LA 70118

Lisa Picone Love

From: Renee <rmasinter70115@gmail.com>
Sent: Sunday, March 22, 2026 9:39 AM
To: Lisa Picone Love
Subject: RE: Support for NCE Designation - 139 Broadway Street

You don't often get email from rmasinter70115@gmail.com. Learn why this is important

Done

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 518 Walnut Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Renee W. Masinter

518 Walnut Street, Apt. B

New Orleans, LA 70118

Renee W. Masinter
518 Walnut Street, Unit B
New Orleans, LA 70118
rmasinter70115@gmail.com
504.982.6187

Lisa Picone Love

From: Sadie Harris <smharri1@my.loyno.edu>
Sent: Wednesday, March 18, 2026 12:12 PM
To: Lisa Picone Love
Subject: Re: Support for NCE Designation – 139 Broadway Street

You don't often get email from smharri1@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 359 Millaudon Street, New Orleans, LA 70118, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Sadie Harris
359 Millaudon Street
New Orleans, LA 70118

On Wed, Mar 18, 2026 at 11:57 AM Sadie Harris <smharri1@my.loyno.edu> wrote:

> Dear City Planning Commission and Members of the New Orleans City Council,
>
> I am an interested party who lives nearby at (insert your address), and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.
>
> The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a

neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Sadie Harris
359 Millaudon Street
New Orleans, LA 70118

Lisa Picone Love

From: Sarah Ott <sarah.ott@cox.net>
Sent: Tuesday, March 10, 2026 7:40 PM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from sarah.ott@cox.net. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 520 Audubon Street and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

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I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Sarah Ott

520 Audubon Street

New Orleans, LA 70118

Lisa Picone Love

From: Skylar Barrett <sebarret@my.loyno.edu>
Sent: Wednesday, March 18, 2026 10:32 AM
To: Lisa Picone Love
Subject: Support for NCE Designation – 139 Broadway Street

Categories: Lisa

You don't often get email from sebarret@my.loyno.edu. Learn why this is important

Dear City Planning Commission and Members of the New Orleans City Council,

I am an interested party who lives nearby at 427 Lowerline Street, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,

Skylar Barrett
427 Lowerline Street, Unit B
New Orleans, Louisiana 70118

Lisa Picone Love

From: Nicole Webre
Sent: Thursday, March 12, 2026 7:14 AM
To: Lisa Picone Love
Subject: Fw: Support for NCE Designation – 139 Broadway Street

---

From: STEPHEN RHINE <srhine@msn.com>
Sent: Wednesday, March 11, 2026 8:32 PM
To: Nicole Webre <nicole@webreconsulting.com>
Cc: Joe Morales <jmorales@cmgroupcorp.com>
Subject: Support for NCE Designation – 139 Broadway Street

You don't often get email from srhine@msn.com. Learn why this is important

Sent from my iPhone

Dear City Planning Commission and Members of the New Orleans City Council,
I am a nearby resident having lived at 139 Broadway St, Apartment 200 for more than 10 years, and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.
The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.
Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.
I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.
Thank you for your thoughtful consideration.
Sincerely,
Steve Rhine
139 Broadway St., Apartment 200
New Orleans, LA 70118

Lisa Picone Love

From: Nicole Webre
Sent: Wednesday, March 11, 2026 6:12 PM
To: Lisa Picone Love
Subject: Fw: Support for NCE Designation - 139 Broadway Street

Categories: Lisa

Sincerely,
Nicole

J. Nicole Webre, J.D.
Principal Consultant
Webre Consulting
O: 504.605.3699
M: 504.473.6940
https://webreconsulting.com/

This email communication may contain privileged and/or confidential information and is intended exclusively for the recipient(s). If you received this email in error, please delete and notify the sender.

From: timmydunc@gmail.com <timmydunc@gmail.com>
Sent: Wednesday, March 11, 2026 6:10:10 PM
To: Nicole Webre <nicole@webreconsulting.com>
Cc: J Morales <jmorales@cmgroupcorp.com>
Subject: Support for NCE Designation - 139 Broadway Street

You don't often get email from timmydunc@gmail.com. Learn why this is important

Hi Nicole:

Below please find my Letter of Support regarding the NCE designation of 139 Broadway Street.

Please let me know if there is anything else I can help with.

Thank you,

Tim

Dear City Planning Commission and Members of the New Orleans City Council,

I am a nearby resident and currently live at 135 Broadway St., and I am writing to express my strong support for the proposed Neighborhood Commercial Establishment (NCE) designation for 139 Broadway Street.

The Morales family has owned this property for over a century, and throughout that time it has served as a home for small, neighborhood-oriented businesses. Since its construction in 1912, the building has supported a variety of local enterprises — including its longest-standing use as a neighborhood grocery store through the mid-twentieth century. In more recent decades, it has housed quiet, compatible businesses such as a custom framing shop, an art gallery, and a photography studio.

Small, independent businesses like these are part of what makes the older parts of New Orleans so special. They help preserve the historic charm and walkable character of our neighborhoods while also providing a friendly, watchful presence during the day when many residents are away at work.

I believe granting this NCE designation aligns with the property's historic and current use and will help maintain the vitality, safety, and sense of community that define our area. I fully support the owner's effort to formalize and preserve this longstanding, small-scale commercial tradition through the NCE process.

Thank you for your thoughtful consideration.

Sincerely,
Tim Duncan
135 Broadway Street
New Orleans, LA 70118

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

Covid-19 Submittal Protocol: Please submit complete applications via email to CPCinfo@nola.gov. Applicants without the ability to submit via email should contact (504) 658-7100 to make alternative arrangements. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 139 Broadway Street

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ◉ Agent

Applicant Name Nicole Webre

Applicant Address 2131 Bienville St.

City New Orleans State LA Zip 70112

Applicant Contact Number 504-605-3699 Email nicole@webreconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name Ignatius J. Morales, Jr.

Property Owner Address 4605 McWilliams Ct.

City Plano State TX Zip 75093

Property Owner Contact Number 504-605-3699 Email nicole@webreconsulting.com

SPECIFIC ZONING REQUEST

Request a conditional use for 139 Broadway for Neighborhood Commercial Establishment.

PROPERTY LOCATION

Square Number(s) 17GV Lot Number(s) 10/007

Bounding Streets Camp St. Audubon St. Magazine St.

Zoning HU-RD2 Municipal District 6

Tax Bill Number 615301507 Planning District

DESCRIPTION OF PROJECT (Attachments are acceptable)

Request a conditional use for Neighborhood Commercial Establishment. (See attached cover letter.)

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature Ignatius J. Madden Date 4/16/2026

Agent Signature Date

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 16th day of April 2026

My Commission expires at death

ADRIANA WALKER
Notary Public
State of Louisiana
Orleans Parish
Notary ID # 185829
My Commission is for Life

SUCCESSION OF

ELSIE SCOTT MORALES

PROBATE NO. 605-835 SEC. M

24th JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF JEFFERSON

FILED
DEC 15 2010
DEPUTY CLERK

JUDGMENT OF POSSESSION

Considering the petition of possession and the record of these proceedings, satisfactory proof having been submitted to the Court, that a Louisiana Inheritance and Estate Transfer Tax return is not required to be filed, no taxes are owed, and the law and evidence entitling petitioner the relief prayed for,

IT IS ORDERED, ADJUDGED, AND DECREED:

I. That Ignatius Joseph Morales, Jr. as Trustee of the Don Joseph Morales Trust be sent into possession of an undivided one-half (1/2) of the balance of the property of which decedent died possessed.

II. That Ignatius Joseph Morales, Jr., individually, be recognized as entitled to and sent into possession of an undivided one-half (1/2) of the balance of the property of which decedent died possessed.

III. IMMOVABLES

a. A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, situated in the SIXTH DISTRICT of this City, in SQUARE NO. 22, bounded by Elizabeth (now Chestnut), Broadway, Meadow (now Camp) and Audubon Streets. Said piece or portion of ground begins at a distance of one hundred eighty-six feet, one inch and seven lines (186′ 1″ 7′″) from the corner of Audubon and Meadow (now Camp) Streets, and measures thence on Meadow (now Camp) Street, fifty—three feet, ten inches and one line (53′ 10″ 1′″) to the corner of Broadway and Meadow (now Camp) Streets, thence ninety—one feet, two inches and one line (91′ 2″ 1′″) front on Broadway Street, thence on a line parallel to Meadow (now Camp) Street running in the direction of Audubon Street, fifty—three feet, ten inches and one line (53′ 10″ 1′″) thence on a line parallel with Broadway Street, and running toward Meadow (now Camp) Street, ninety—one feet, two inches and one line (91′ 2″ 1′″) to the place of beginning. Said piece or portion of ground is designated by the Letter E on a blueprint of survey made by Frank H. Waddill, C.E. & S.., dated September 3, 1920, annexed to an Act passed before E. Rightor, N.P. dated July 18. 1922. Improvements bear Municipal No. 7131 Camp Street.

Being the same property acquired by Ignatius Morales from Mrs. Frances (Francesca) Sclafani Morales by Judgment of Possession rendered in the Succession of Mrs. Frances Francesca) Sclafani Morales, dated April 16, 1962, No. 399—513 of the Civil District Court for the Parish of Orleans, registered in COB 644, folio 343.

Having a Municipal address of 7131 Camp Street, New Orleans, La. 70118

NOTARIAL ARCHIVES OF ORLEANS PARISH
NA # 2010-48616 DT 12/23/10
TYPE: JOP FEE: $20.00 PG: 3

b. ONE CERTAIN LOT OF GROUND, together with all. the buildings and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in SECTION "B" of WILSHIRE HEIGHTS SUBDIVISION in SQUARE NUMBER 10, bounded by Smith Avenue Harrison Avenue, Andrew Avenue and Ursuline Street which said lot of around is designated by the Number 79, commences at a distance of 191.50 feet from the corner of Smith Avenue and Harrison Avenue, and measures thence 63 feet front on Smith Avenue. same width in the rear, by a depth between equal and parallel lines of 92 feet. All according to sketch of survey by Gilbert, Kelly & Couturie, Everett V. Treigle, Jr., Surveyor, dated December 8, 1990, which map is made a part hereof by reference.

Being the same property acquired by Elsie Scott Morales widow of Ignatius J. Morales, Sr. from Neville M. Landry Executor of the Succession of Owana Hampton Farley per an Act passed before Robert N. Andry, Notary Public dated January 2, 1991, Parish of Jefferson, State of Louisiana and registered in COB 2417, folio 210.

Having a Municipal address of 812 Smith Drive, Metairie, La. 70005.

c. An undivided 35% interest in those certain lots, together with all the buildings and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Orleans, State of Louisiana, more specifically described as Lots 21A and 9B, Square 17, Greenville District, City of New Orleans, Louisiana, and contains such dimensions as described in that certain survey entitled, "Resubdivision of Lots A, B, 9 & 21 (a/k/a Lot 10) into 21A & 9B, Square 17, Greenville, Sixth District, City of New Orleans, Orleans Parish, Louisiana, prepared by Joseph Marques, Dading, Marques & Associates, Inc., Surveyors, Plat No. D-210-506, and recorded in the Civil District Court Conveyance Office of Orleans Parish, Louisiana on May 30, 2008, as Instrument: 409200, and recorded in the Notarial Archives of Orleans Parish, Louisiana, on May 30, 2008, as NA #2008-34367.

Having Municipal addresses of 135 and 139 Broadway St., New Orleans, Louisiana.

IV. MOVABLES

a. Capital One Bank checking account no. 0810713089, standing in the name of Elsie S. Morales and Ignatius Joseph Morales, Jr.
b. Capital One Bank savings account no. 0813047802, standing in the name of Elsie S. Morales and Ignatius Joseph Morales, Jr.
c. Capital One Bank Special checking account no. 9005636172, standing in the name of Elsie S. Morales and Ignatius Joseph Morales, Jr.
d. Capital One Bank Special savings account no. 8005984670, standing in the name of Elsie S. Morales and Ignatius Joseph Morales, Jr.
e. Crescent Federal Credit Union saving account no. 5281, standing in the name of Elsie S. Morales
f. Fidelity Brokerage Investment account no. 116-205273, standing in the name of Elsie S. Morales
g. Fidelity Mutual Fund Investment account no. 2BT-678198, standing in the name of Elsie S. Morales
h. U.S. Series EE saving bonds V1014089EE, V1014090EE, V1014091EE, V1014092EE, V1014093EE, V1014094EE, V1014095EE, titled in the name of Ignatius J. Morales, or Elsie S. Morales
i. 30 year U.S. Treasury bond no. 4800-211-6330, Maturity date 11/15/2018, par value $10,000, bearing interest at 9%, bearing CUSIP No. 912810EB0, standing in the name of Elsie S. Morales
j. Household goods and furnishings located at 812 Smith Drive, Metairie, La.
k. 1963 14' Thunderjet boat, bearing Hull ID No. LAZ10601J863 and Decal No. 086594-12, with outboard motor, titled in the name of Elsie S. Morales
l. 1963 Little Dude Boat Trailer Serial #E-7995, Title No. 3394230

V. The last known addresses of the aforesaid legatees are as follows:

a. Ignatius Joseph Morales, Jr.
4605 McWilliams Court
Plano, Texas 75093

b. Ignatius Joseph Morales, Jr., Trustee
of the Don Joseph Morales Trust
4605 McWilliams Court
Plano, Texas 75093

VI. All banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations, having on deposit, or in their possession, or under their control, any money, credit, stocks, dividends, bonds or other property belonging to ELSIE SCOTT MORALES or the SUCCESSION OF ELSIE SCOTT MORALES be and they are hereby required to deliver them to the heirs in the proportions provided herein.

JUDGMENT READ, RENDERED, AND SIGNED in Gretna, Louisiana, this 15th day of December, 2010.

S/ Ross P. LaDart
JUDGE

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
Linda Guarnella
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON LA.

STAMPED COPY *** STAMPED COPY
CA #: 10-48614 INST. #: 481560
TYPE: JUDGMENT

FEE: $45.00
DATE: 12/14/2010 3:47:25 PM
FILE #: ATKINS
CLERK: CIVIL DISTRICT COURT

SUCCESSION OF

IGNATIUS JOSEPH MORALES

CIVIL DISTRICT COURT

ORLEANS PARISH

STATE OF LOUISIANA

NUMBER: _____ DIVISION: ___

FILED
2010 DEC 3 P 12:00
CIVIL DISTRICT COURT

ORDER

It is hereby ordered, adjudged, and decreed,

I. That The Ignatius Joseph Morales Testamentary Trust for the Benefit of Don Joseph Morales be modified so that the Trust will qualify as a special needs trust and that such trust shall be modified to henceforth read as follows:

"The Don Joseph Morales Trust shall be held and administered under the following terms and conditions:

1.

1.1. The name of this Trust shall be the "Don Joseph Morales Trust ("Trust") for the Benefit of Don Joseph Morales."

1.2. The sole principal and income beneficiary of this Trust shall be my son Don Joseph Morales ("Don").

1.3. This trust is established pursuant to the provisions of the Louisiana Trust Code, particularly La. Rev. Stat. 9:1721 et seq., as now written or hereafter amended, for the benefit of Don.

2.

2.1. I name my son, Ignatius Joseph Morales, Jr. as the first and sole Trustee. Should Ignatius Joseph Morales, Jr. die, become incapacitated, refuse, fail, or cease to act, then I name Melissa L. Morales as sole Trustee.

2.2. No Trustee hereunder shall be required to post bond or security of any kind as Trustee.

2.3. I request that any individual trustee serve as Trustee without compensation, except for reimbursement of expenses.

3.

3.1 Distributions of Income and Principal. The Trustee may distribute, apply or accumulate for the beneficiary the net income of the trust in such amounts and at such time as the Trustee determines in the Trustee's sole discretion in accordance with the following standards. The Trustee may pay to or apply for the beneficiary's benefit so much of the accumulated income, principal or both at such time and in such amounts as the Trustee determines in the Trustee's sole discretion in accordance with the following standards. The Trustee shall make all discretionary distributions of income and principal in order to supplement any primary support available to the beneficiary under governmental assistance programs, such as Medicaid, Medicare, SSI and Social Security Disability, to provide more

sophisticated medical, rehabilitative, recreational or educational aid not provided by other sources of assistance so as to improve upon the beneficiary's quality of life and needs under such programs. Distributions shall not be made or used to provide primary support available to the beneficiary under any governmental assistance program, including but not limited to institutional care. The following enumerates the kinds of supplemental, non-support disbursements that are appropriate for the Trustee to make from this trust to or for the benefit of the beneficiary, but such examples are not exclusive: medical, dental and diagnostic work and treatment for which there are no private or public funds otherwise available; medical procedures that are desirable in the Trustee's discretion even though they may not be necessary or life saving; supplemental nursing care and rehabilitation services; differentials in cost between housing and shelter for shared and private rooms in institutional settings; appropriate care for the beneficiary that assistance programs may not or do not provide; expenditures for travel, companionship and cultural experiences, including but not limited to specially designed automobiles or vans to accommodate the beneficiary's disabilities, and computers and assistive technologies. In addition to the payments authorized above, the Trustee is authorized to pay to or on behalf of the beneficiary out of income, principal or both, an amount determined necessary and proper for suitable housing or the purchase of a residence for the beneficiary with such modifications and improvements as may be necessary from time to time to accommodate the beneficiary's disabilities to the extent not otherwise provided under governmental assistance programs and to pay all utilities, insurance, taxes, maintenance, repairs and other expenses connected therewith provided such payment is not contrary to the distribution standards in this Section 3.1. The trust may purchase and hold residential real estate and the Trustee may lease such property to the beneficiary to the extent necessary to preserve the beneficiary's eligibility for the maximum governmental benefits. In no event shall the Trustee make any distributions which would jeopardize the beneficiary's eligibility or continued qualification under governmental assistance programs or subject the distribution or trust assets to state reimbursement claims during the beneficiary's lifetime. The Trustee shall cooperate with the beneficiary, the beneficiary's curator or legal representative to seek support, maintenance and entitlements for the beneficiary from all available resources, both public and private, and shall take whatever legal steps as may be necessary to initiate or continue any public assistance program for which the beneficiary is or may become eligible. Any expenses of the Trustee, including reasonable attorney fees in connection with matters relating to determination or continuation of eligibility of the beneficiary for public support shall be a proper charge to this trust.

3.2 Facility of Payment. Subject to the distribution standards of Section 3.1, the Trustee may make payment for the benefit of the beneficiary directly to the beneficiary, to any legally appointed representative of the beneficiary, by direct payment of expenses incurred or to be incurred for the beneficiary's benefit, or by depositing the payment into a checking or savings account in the beneficiary's name at any bank, savings and loan association or other depository, including an account maintained by the corporate Trustee.

3.3 Spendthrift Clause. The beneficiary's interest in this trust shall be subject to the maximum spendthrift restraints permitted by Louisiana law.

3.4 Upon the death of Don, the Trustee, in the Trustee's sole discretion, may pay all or any expenses of such beneficiary's funeral,

and expenses related to administration and distribution of the trust estate (including fees of the Trustee, his attorney, and other agents) if, in the Trustee's sole discretion, other satisfactory provisions have not been made for the payment of such expenses. The Trustee shall make no payments for obligations incurred for said beneficiary's health, support and maintenance if the Trustee shall determine in his sole discretion that payment therefore is the obligation of any county, state, federal, or other governmental agency, which has a legal responsibility to serve persons with disabilities which are the same as or similar to the impairment(s) of said beneficiary herein.

4.

4.1 The Trust shall terminate ninety (90) days following the death of Don.

4.2. In the event Don dies intestate then his interest shall be distributed to his heirs at law.

5.

5.1. The Trustee shall be responsible only for reasonable care, diligence, and business prudence in the administration of this Trust, and is relieved from all liability and responsibility in connection with the administration of this Trust, except any such liability and responsibility as may result from the Trustee's bad faith in the administration of the Trust, or from the Trustee's gross negligence or gross misconduct, provided, however, that nothing contained herein shall relieve the Trustee of his duty of loyalty to the beneficiaries.

6.

6.1. To the maximum extent permitted by Louisiana law, and particularly the spendthrift provisions of La. Rev. Stat. of 1950, 9:2002 et seq., and any and all future amendments thereto, which are expressly made applicable to this Trust, the beneficiaries are prohibited from alienating or encumbering any interest in the Trust, voluntarily or involuntarily. The restraints shall in no way, however, prohibit the termination of the Trust, in whole or in part, as provided in Section 4 of this Article.

7.

7.1. The Trustee shall have and possess and may exercise all the rights, powers, and authorities incident to the office of Trustee or required in and convenient for the discharge of the Trust or impliedly conferred or vested in Trustees under the Louisiana Trust Code or any law of the State of Louisiana hereafter enacted.

7.2. The Trustee shall have, in the investment and reinvestment and administration of the securities and property forming the subject of this Trust, the widest latitude and authority permitted by Louisiana law.

7.3. The compensation of the Trustee, as well as taxes due by the Trust and any and all expenses incurred in connection with the administration thereof, such as fees for the preparation of income tax returns, legal fees, periodic accountings, or any other expenses, shall be charged entirely against the income of the Trust to the extent that income is available and any excess charged against principal.

7.4. The Trustee is authorized to select an attorney and an accountant for the Trusts created herein.

7.5. The allocation to income and principal in this Trust shall not be governed by Sections 2141-2157 of the Louisiana Trust Code, but the allocation to income and principal shall be in accordance with generally accepted accounting principles.

7.6. The Trustee may receive additional property into the Trust from third persons, provided, however, that any such additions shall be subject to all the terms and conditions of the Trust as provided here. Unless it is specified in such addition that the same be specially allocated, in whole or inpart, to the share(s) of one or more beneficiary(ies), then any such additions shall be allocated pro rata among all the beneficiaries' shares."

II. That the trust estate be held and administered in accordance with such modifications.

JUDGMENT READ, RENDERED, AND SIGNED in New Orleans, Louisiana, this 1st day of December, 2010.

(Sgd.) Paulette R. Irons
JUDGE

A TRUE COPY.
DEPUTY CLERK, CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA.

WEBRE CONSULTING

4/15/26

Dear CPC Staff:

The following information is the result of our research on 139 Broadway. The longtime property owner is a family who has owned the property for almost 100 years and has used the ground floor for commercial use. The request before you is for a conditional use for a Neighborhood Commercial Establishment for limited neighborhood business use in the existing commercial space at 139 Broadway (on the corner of Leak Avenue and Broadway). The residential unit on the second floor will remain for long-term residential use and not part of the neighborhood commercial establishment conditional use.

The building was originally constructed for commercial use with over 100 years of commercial use. Most recently, it was a photographer's studio for 16 years until Summer of 2025. Safety and Permits recently issued the enclosed Nonconforming Use Verification, however, because the NCU is limited to art gallery, photographer studio or frame shop. It is extremely difficult to find tenants that fit these categories. However, Neighborhood Commercial Establishment does provide for additional uses such as office space and personal service establishments that provide more flexibility in potential tenants. A change of Nonconforming Use is not a viable alternative over the NCE because it requires City Council approval when a new type of tenant looks to lease the commercial space.

The property has remained in the Morales family since 1923 and has operated continuously as a neighborhood commercial establishment under various business types, all compatible with its long-standing character and classification. Prior uses date back to the 1920s, including art galleries, picture framing, an arts-and crafts council, and other commercial activity, all of which support the property's uninterrupted commercial nature.

139-BROADWAYST 615301507 10/23/2022

Zoning Review

139 Broadway is zoned HU-RD2 (Historic Urban Two-Family Residential District). This zoning reflects development patterns from the mid to late 19th century, characterized by higher density and a pedestrian-scale environment with limited accommodation for automobiles. The area includes traditional corner stores that serve local residents and are close to commercial clusters of local businesses. The property at 139 Broadway fits within this development pattern, thereby strengthening the case for a neighborhood commercial establishment.

In HU-RD2 districts, a neighborhood commercial establishment is considered a conditional use and must meet specific use standards outlined in section 20.3.NN. Below are the use standards in 20.3.NN and how 139 Broadway fits within the criteria.

1. The existing structure is non-residential in its construction and original use: **139 Broadway was a photographer's studio for 16 years with a storefront.**
2. The existing structure and the proposed use shall be pedestrian-oriented in design, including public entrances oriented to the street and storefront windows along the first floor. **139 Broadway meets this criterion with store-front windows and front entrance that faces the street.**
3. Neighborhood commercial establishments are limited to the first floor of the structure and three-thousand (3,000) square feet in gross floor area. **139 Broadway is 1,161 sq ft per the floor plan. The second story will remain long term residential use.**
4. The following uses are permitted within a neighborhood commercial establishment and include: Art Gallery, Arts Studio, Child Care Center (Adult or Child), Office, Personal Services Establishment, Restaurant- Specialty, Retail Goods Establishment.
4. The structure is limited to the existing building footprint. No increase in building footprint or intensity of use is permitted. **This criterion is met.**
5. The principal entrance shall be a direct entry from the street the property abuts. **The criterion is met.**
6. No off-street parking is required. **This criterion is met.**
8. Drive-through facilities are prohibited. **This criterion is met.**
9. Outside storage or display is prohibited. All business, servicing, processing, and storage operations shall be located within the structure. **This criterion is met.**
10. Any signs are subject to the requirements of the HU-B1A District. **Will meet this criterion.**
11. Hours of operation are limited to 6am through 10pm. **Will meet this criterion.**

WEBRE CONSULTING

Conditional Use & Neighborhood Participation Program (NPP) Process

To submit a complete application, we first completed the Neighborhood Participation Program (NPP). The NPP report and documentation are included in this application. The process included the following steps:

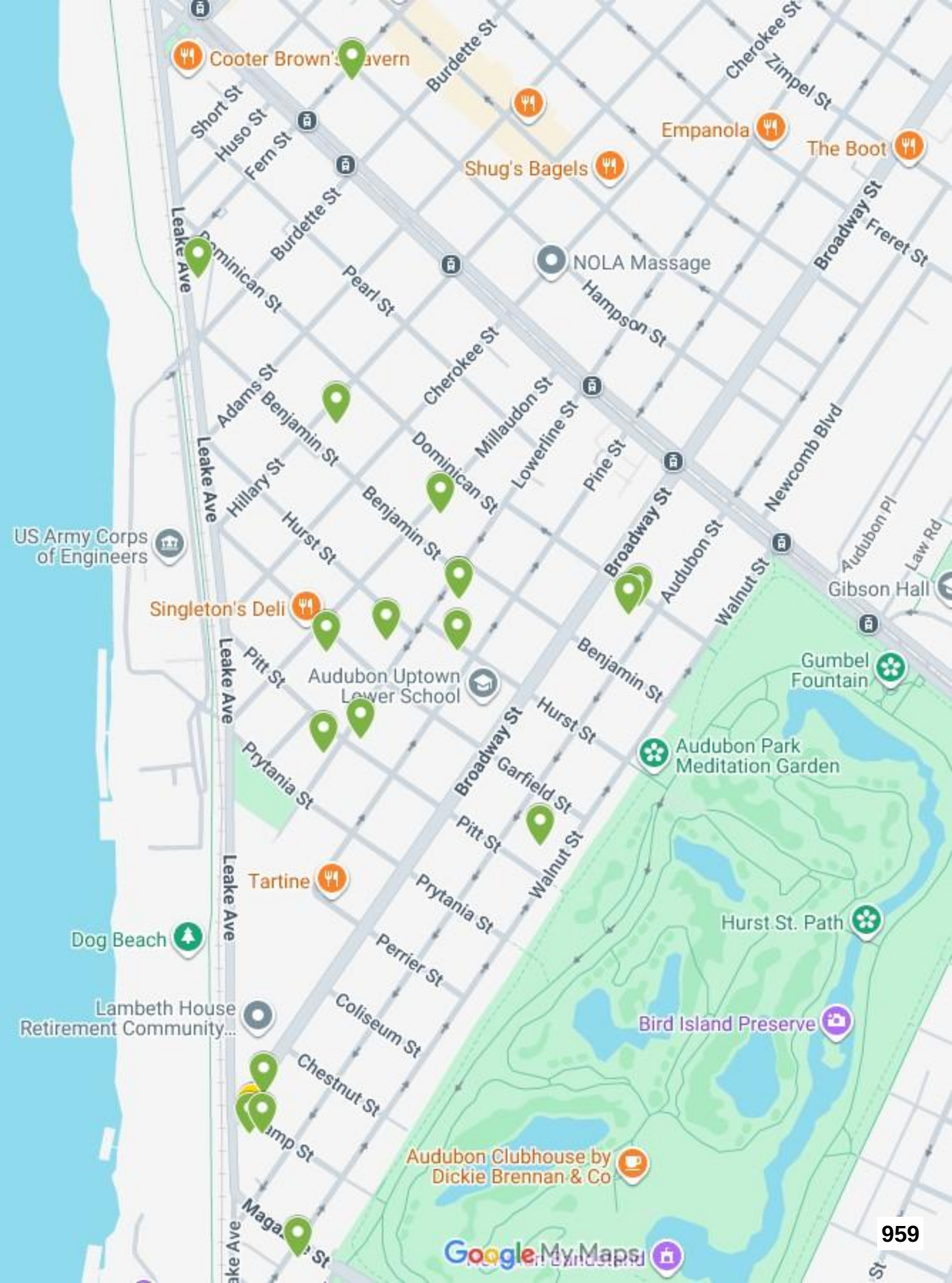
1. **Notification of Neighbors:** We notified residents within 300 feet of the property by obtaining a mailing list from the City Planning Commission (CPC). A letter detailing our requests and inviting residents and the neighborhood association to the NPP meeting were mailed via First Class USPS on March 3, 2026 and the Upper Audubon Association was emailed the notice on the same day (16 days before the meeting). Additionally, CPC and the district Councilmember and staff were notified via email on March 2, 2026.
2. **NPP Meeting:** Held on Thursday, March 19th**.** During the meeting, we reviewed the request with attendees and provided required handouts from CPC. Comments and concerns are included in the NPP Summary Report.
3. **NPP Report:** summarizes the outreach activities, comments received, and how they were addressed in the NPP Summary Report.
4. **Submit Applications and NPP Summary Report:** The required documents include the application signed by the property owner Ignatius J Morales, Jr, a recent survey, photographs, the NPP Summary Report, photos of the exterior elevations and interior, and the floorplan.

Please feel free to contact me if you have any questions or need further clarification.

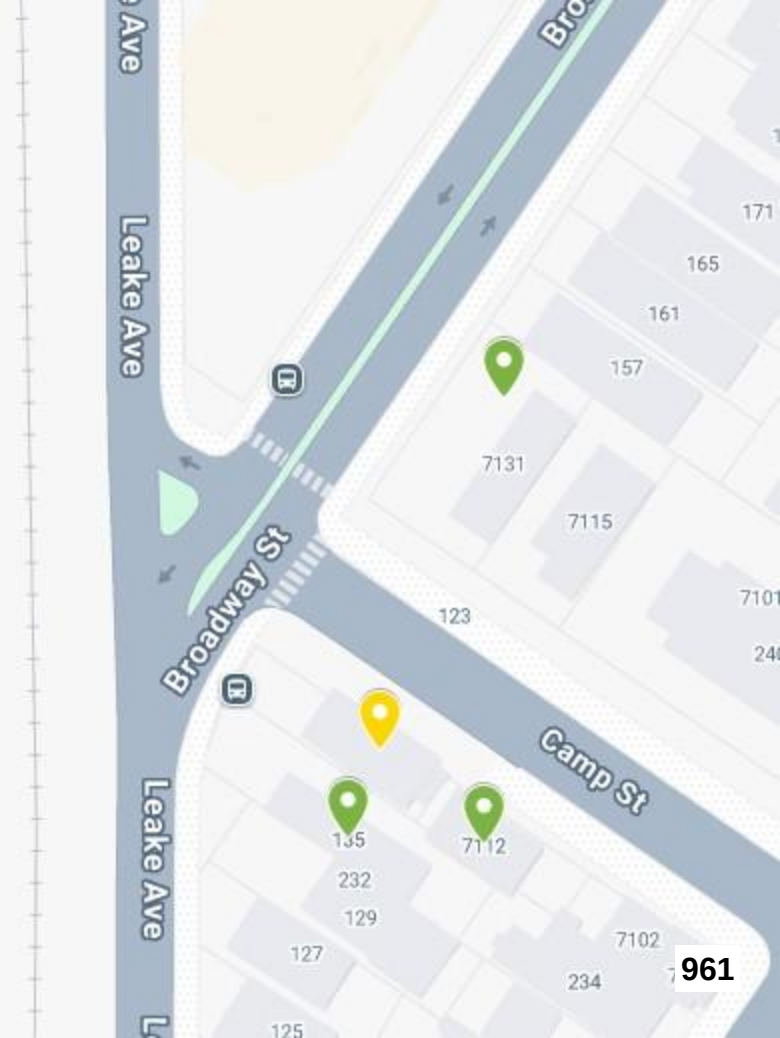
Sincerely,

Nicole Webre

MAP OF PROPERTY OWNERS IN SUPPORT


Cooter Brown's Tavern
Burdette St
Short St
Huso St
Fern St
Cherokee St
Zimpel St
Empanola
The Boot
Shug's Bagels
Broadway St
Freret St
Leake Ave
Dominican St
Pearl St
NOLA Massage
Hampson St
Adams St
Benjamin St
Cherokee St
Millaudon St
Lowerline St
Pine St
Newcomb Blvd
Hillary St
Hurst St
US Army Corps of Engineers
Audubon St
Walnut St
Audubon Pl
Law Rd
Gibson Hall
Singleton's Deli
Pitt St
Audubon Uptown Lower School
Gumbel Fountain
Audubon Park Meditation Garden
Prytania St
Garfield St
Tartine
Dog Beach
Hurst St. Path
Perrier St
Lambeth House Retirement Community...
Coliseum St
Bird Island Preserve
Chestnut St
Audubon Clubhouse by Dickie Brennan & Co
Google My Maps
959

MAP OF LETTERS OF SUPPORT SENT BY NEIGHBORS


Leake Ave
Leake Ave
Broadway St
Broadway St
Camp St
171
165
161
157
7131
7115
123
135
7112
232
129
127
125
7102
234
961

Outlook

Fw: Zoning docket 061/26

From Jenna D. Burke <Jenna.Burke@nola.gov>
Date Mon 6/8/2026 9:13 AM
To Stephen K. Kroll <skroll@nola.gov>; Sabine E. Lebailleux <selebailleux@nola.gov>

ZD061-26 Granicus Attachments.pdf

Making sure you have this public comment for the staff report! Sorry I didn't forward earlier!

Jenna Burke (*she/her*)
Senior City Planner | City Planning Commission
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
504.658.7023 | jenna.burke@nola.gov
BE AWARE OF FRAUDULENT EMAIL SCHEMES
****Legitimate emails from the City of New Orleans will originate from an @nola.gov email address****

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:
Application Forms
Property Viewer *(check the zoning of a property)*
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

ENGAGEMENT:
Subscribe to CPC Public Notice
Subscribe to BZA Public Notice
Subscribe to NoticeMe
Follow CPC on Facebook
Follow CPC on Instagram

From: CPCINFO <CPCINFO@nola.gov>
Sent: Tuesday, May 26, 2026 8:13 AM
To: Jenna D. Burke <Jenna.Burke@nola.gov>
Subject: Fw: Zoning docket 061/26

Get Outlook for Android

From: Brian Daube <bdaube@gmail.com>
Sent: Tuesday, May 26, 2026 3:08:04 PM

To: CPCINFO <CPCINFO@nola.gov>
Subject: Zoning docket 061/26

EMAIL FROM EXTERNAL SENDER: DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password. If you believe that this is a phishing attempt, please use the Phish Alert Report button in your Outlook to send this message to Security.

Hello,
I'd like to submit my public comments with respect to Ignatius Morales, Jr.'s request for a neighborhood commercial establishment zoning change at 139 Broadway St.

I would ask that this change not be allowed. Our neighborhood, like many in uptown, suffers from having limited parking availability. This has been made worse by the presence of the Batture across Magazine street next to the levee. It has now become exacerbated further since the Batture is charging for its patrons to use its own parking. This has led to a serious shortage of parking in our neighborhood, and on our block in particular as we are one of the streets closest to the Batture.

Mr. Morales has indicated that his intention is to lease the property to a tenant that will only use a couple of parking spots at a time. First of all that is not a guarantee for this one tenant, and it certainly is no guarantee about future tenants. My main concern is that Mr. Morales, or if he chooses to sell the property, the future owner may put an establishment in place that is allowed by the zoning he requests that uses large amounts of parking, and creates undesirable noise and activity in our nice quiet neighborhood.

While I sympathize with Mr. Morales, nothing prevents him from renting out his property as a residential unit like the rest of us in the neighborhood with rental properties have done. To say that the house is intended for commercial use I find to be disingenuous. Why can't Mr. Morales renovate his property to have it be more acceptable as a residential unit and not create this potential problem for the neighborhood. If Mr. Morales truly cares about our neighborhood and maintaining our peace than he should not be requesting this change, and I hope the city does not allow it.

Thank you

-Brian Daube
220 Audubon Street

City Planning Commission Speaker Card

Date : 6/9/26

I would like to speak regarding CPC Docket : 061/26

IN SUPPORT

Name: Johnny Vocianovich

Address: 7131 Camp St

○ I am the applicant for this docket

○ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission Speaker Card

Date : 6/9/2026

I would like to speak regarding CPC Docket : 061/26 #6

IN SUPPORT

Name: Nicole Webre

Address: 2131 Bienville St. 70112

☑ I am the applicant for this docket

○ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☑ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

Sandra Oehler

City Planning Commission Speaker Card

Date : 6/9/26

I would like to speak regarding CPC Docket : 061-26

IN SUPPORT

Name: Monica Davidson

Address: 7336 Hurst ST NO 70118

○ I am the applicant for this docket

○ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission Speaker Card

Date : 6/9/26

I would like to speak regarding CPC Docket : 061 | 26

IN SUPPORT

Name: Joe Morales

Address: 139 Broadway

○ I am the applicant for this docket

○ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

4

City Planning Commission Speaker Card

Date: 9/9/26

I would like to speak regarding CPC Docket: 0191-26

IN SUPPORT

Name: Shelby Wood

Address: 1810 Adams St New Orleans LA 70118

○ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Shelby Wood

6

PUBLIC SPEAKING CARD FOR LAND USE MATTERS

(please print clearly)

Date: _____

Presiding Officer:

I would like to speak regarding ZONING DOCKETT 06126

NOE 139 BROADWAY

☑ In Support ☐ In Opposition ☐ Info. Only

Name: AUDEN HAGADORN

Representing: _____

Address:: 3015 ST. CHARLES AVE. #602
N.O. 70115

Remarks: _____

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

PUBLIC SPEAKING CARD FOR LAND USE MATTERS

(please print clearly)

6

Date: 6/9/26

Presiding Officer:

I would like to speak regarding NCE Application 139 B'Way

061/26

✓ In Support ☐ In Opposition ☐ Info. Only

Name: Sandra Oehlo

Representing: L&L

Address:: 7718 S. Claiborne Ave

Remarks:

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

MOTION

NO. M-26-286

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MCCARRON

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and **favorable recommendation**, subject to three provisos, for **ZONING DOCKET 61/26 – Ignatius J. Morales, Jr.**, requesting a conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District, on Square 17, Lot 21A, in the Sixth Municipal District, bounded by Camp Street, Audubon Street, Magazine Street, and Broadway Street (Municipal Address: **139 Broadway Street**), is approved and the request is **granted**, subject to the three provisos contained within the City Planning staff report.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion and the report of the City Planning Commission to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted the flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission

Staff Report

Tuesday, June 9, 2026

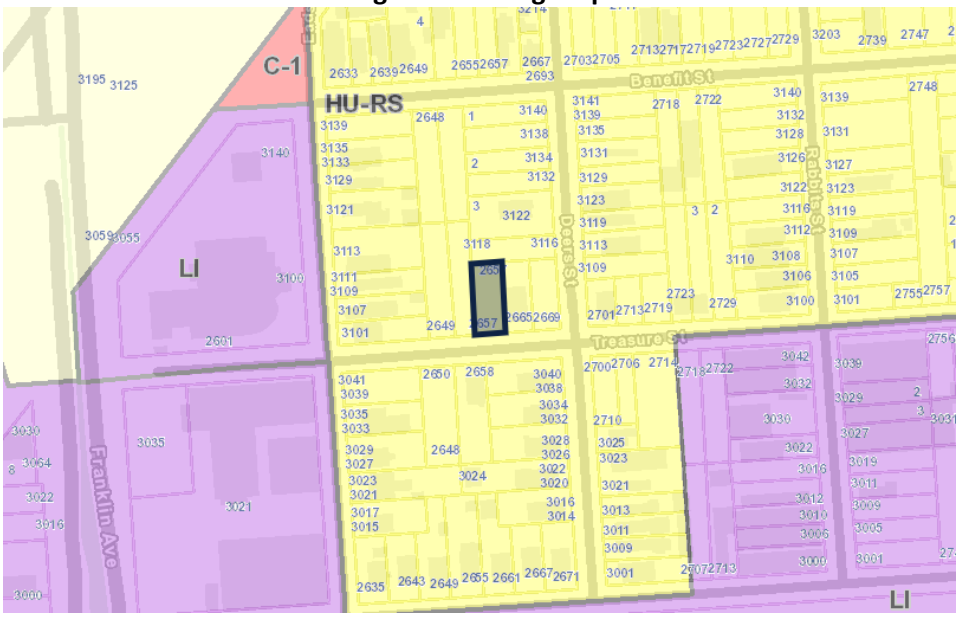
Zoning Docket 062-26
Prepared by: Julia Nickle
Date: 06/02/2026
Deadline for CPC action: 08/09/2026
CC Deadline: 60 days from receipt
City Council District: D – Green

Applicant: James Beard
Request: Zoning Change from an HU-RS Historic Urban Single-Family Residential District to an HU-RD2 Historic Urban Two-Family Residential District
Property Description: Square 1981, Lot V, in the Third Municipal District, bounded by Treasure, Deers, Benefit and Eads Streets
Address: 2657-2659 Treasure Street

Description

The petitioned site is located in the northern portion of the St. Roch neighborhood, two blocks from Franklin Ave. It is currently vacant and abuts one single-family dwelling to the east and vacant land to the west. The surrounding blockface is half vacant, half single-family dwellings, with the exception of two-family dwellings fronting Eads St. The petitioned Lot V measures approximately 44' by 96' totaling 4,224 square feet in area. The applicant expresses a desire to develop a two-family dwelling on the lot.

Figure 1: Zoning Map



Source: PropertyViewer

Reason for Commission Review

The City Planning Commission is required to make a recommendation on all requests for zoning map amendments prior to City Council action, in accordance with **Article 4, Section 4.2.D.3** Action by City Planning Commission of the Comprehensive Zoning Ordinance.

Analysis

Background

The site's zoning and land use history is as follows, based on the City Planning Commission's records.

Zoning: 1929 – "Unrestricted" Regulations Allow Any Use
1953 – B Two-Family District
1970 – Two-Family Residential
Current – HU-RS Historic Urban Single-Family Residential

Land Use: 1929 – Residence – Single-Family
1949 – Residence – Two-Family
1999 – Residential – Single-Family

Purpose of the rezoning

The rezoning from a single-family residential district to a two-family residential district is intended to allow for the construction of a two-family home. While the existing HU-RS District allows single- and established two-family dwellings, the site has been vacant since at least 2011. Per the use standards for established two- and multi-family dwellings outlined in Article 20, Section 20.3.W, it is implied that a structure must exist on the property for the designation of established two-family dwelling to be dealt. Therefore, the subject site would be unable to obtain such a determination. The surrounding residential area is also zoned HU-RS with the exception of light industrial activity to the southwest, zoned LI – Light Industrial District.

Anticipated impact on surrounding land uses

The purpose of the HU-RD2 Two-Family Residential District is to provide for two-family development on smaller lots in older, densely populated urban sections of the City, mixed with detached single-family dwellings. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing. As such it only allows a very limited amount of land uses, such as places of worship, historic neighborhood commercial establishments, and recreational facilities that are compatible with surrounding residential neighborhoods. Two-family residences are not uncommon to more historic, dense residentially areas, however, these circumstances don't reflect the subject site's current reality, which is today far less compact. While the proposed zoning change would effectively expand the range of uses allowed, it is not likely to negatively impact the surrounding residential uses. Land use impacts that often negatively impact residential areas are caused by massing, noise or traffic. In that regard, while a two-family residence would have more impact than a vacant lot, it would have only slightly more impact than a single-family residence. The proposed zoning change

resulting in an overall negative impact to the surrounding area would be disputable.

Spot zoning policy

The request is considered a spot zone based on the Commission's definition of spot zone in its Administrative Rules, Policies, & Procedures document[1], and does not meet the Historic Non-Conforming Use Policy criteria. Therefore, staff are compelled to recommend the request for denial.

The terms "spot zone" and "spot zoning" refer to zoning changes which have the effect of singling out a lot or other relatively small tracts of land for treatment different from similar surrounding parcels. These zoning changes have the effect of granting preferential treatment to those spot zoned parcels which is not also granted to similar surrounding properties. Due to this preferential treatment, the Commission is generally not supportive of spot zoning.

Spot zoning can include the establishment of a new zoning district for a single property (or relatively small number of properties), as well as the expansion of an existing zoning district when the expansion has the effect of granting a certain property (or small number of properties) preferential treatment that is not also granted to surrounding similarly situated properties. As a policy, the City Planning Commission will generally object to requests for spot zones. (However, in some instances, the City Planning Commission will be supportive of spot zones that are supported by the Historic Non-Conforming Use Policy. An analysis of the proposed zoning against the Historic Non-Conforming Use Policy is provided below:

Criteria:

A. The request is consistent with the Plan for the 21st Century.
B. The petition is in harmony with the historic character of the surrounding neighborhood.
C. The request serves a neighborhood need.
D. The property has a history of non-residential use

Historically commercial properties are often developed with the following characteristics:
a. The building is built to the sidewalk and frames the corner.
b. The building entrance is visible from both streets, typically at an angle at the corner.
c. The building has an overhang, gallery, balcony, or canopy over the sidewalks.
d. The building has display windows, rather than large blank walls.

The petitioned zoning classification must be the most restrictive available to accommodate the class of uses to serve the neighborhood.

The site's proposed use is compatible with the future land use designation, which permits two-family residences. Therefore, the request is in alignment with the goals and range of uses of the existing FLUM. A two-family residential zoning designation at this site could be harmonious with the history and land use of the surrounding neighborhood, however, allowing this lot to be rezoned does not follow the typical pattern of the surrounding historic neighborhood, where residential zoning is primarily restricted to single-family dwellings. The lot may be reasonably developed as-is to produce more single-family

[1] See pages 52-54 of the City Planning Commission's Administrative Rules, Policies, and Procedures, available at: https://nola.gov/city-planning/rules-and-regulations/rules-regulations-documents/2014_05_19_final_rules_document/

housing for the neighborhood; therefore, the request does not meet a neighborhood need. Insofar as non-residential use, the request does not meet this criterion as staff was neither able to determine a history of non-residential use, nor is commercial rezoning the subject of this request. Further, the site is currently undeveloped. Finally, the last criterion is also unmet, as the HU-RD1 District is the most restrictive zoning district available for the request at hand (not HU-RD2).

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on any zoning text or map amendment are matters of legislative discretion. In making their recommendation and decision, the City Planning Commission and the City Council shall consider the standards contained in **Article 4, Section 4.2.E Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed amendment is compatible with the Master Plan and Future Land Use Map.

This standard is not met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Master Plan if it furthers, or at least does not interfere with, the goals, policies, and guidelines outlined in Chapter 13: Land Use Plan of the Master Plan, and is compatible with the uses, densities, and intensities of the designation of its site on the future land use map. "Chapter 13: Land Use Plan" of the Master Plan designates the future land use of the petitioned site as "Residential Single-Family Pre War." The goal, range of uses, and development character for that designation are copied below:

Residential Single-Family Pre War

> **Goal:** Preserve the character and scale of pre-war (WWII) residential areas that currently have a variety of housing types and sizes and allow for compatible infill development.
>
> **Range of Uses:** Single and two-family residences, townhomes, and multifamily dwellings that are compatible with the scale and character of the surrounding residential neighborhood, especially when located in proximity to major transportation corridors. Businesses, traditional corner stores and mixed use developments may be allowed where current or former commercial use is verified. Agriculture, storm water management, and supporting recreational and community facilities (e.g. schools and places of worship) also allowed. New two-family and town home developments may be allowed in planned communities. Conversion to multifamily, neighborhood-serving commercial or mixed-use may be allowed for historical institutional or other non-residential structures.
>
> **Development Character:** New development will conform to the general character and scale of surrounding neighborhoods. These areas are primarily located along major roadways, often with bus or streetcar service—existing or planned—that can support higher densities. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The goal of the Residential Single-Family Pre War FLUM is to preserve an array of housing typologies and

allow infill development compatible to the surrounding area. While the development of "higher density" residential is considered, it is only considered within the context of historic commercial adaptive reuse. However, staff does not consider two-family residential dwellings to fall under this category, as this is intended primarily for larger historic structures to be developed in a way that is publicly beneficial. Two-family residences compatible with the scale and character of the surrounding residential neighborhood are explicitly contemplated in the goals of the RLD-PRE place designation. Therefore, the request is in alignment with the goals and range of uses of the existing FLUM.

The proposed amendment is compatible with the place designations of this Ordinance.

This standard is met.

The requested zoning change would change the site from a Historic Urban Single-Family Residential District to a Historic Urban Two-Family Residential District, which both fall under the Historic Urban Neighborhoods Residential Districts place designation whose purpose is described in Article 11 of the CZO. It explicitly contemplates two-family residences as suitable development and permits even higher density housing under certain conditions.

The proposed amendment is compatible with existing use and zoning of nearby property.

This standard is not met.

The site is currently vacant but was historically developed with both single- and two-family dwellings. All surrounding uses aside from the abutting light industrial activity are residential, both single- and two-family, and are therefore compatible with the proposed use of a two-family dwelling. However, the spot zoning policy preempts this request from being recommended for approval, therefore the proposed amendment is not compatible with the existing zoning of nearby property.

The proposed amendment promotes the public health, safety and welfare of the City.

This standard is met.

The proposal will bring a vacant site back into commerce in a manner compatible with the surrounding neighborhood. The uses that are allowed in the proposed zoning district are all meant to be compatible with historic residential neighborhoods, and the proposed use would provide a public benefit by way of bolstering housing stock.

The proposed amendment is a more suitable zoning classification for the property than the current classification.

This standard is not met.

Per the spot zoning policy, the proposed zoning classification is not as suitable as the existing one as it does not match any existing zoning abutting or surrounding the site. No nearby parcels are also zoned HU-RD2.

Based upon the length of time that the property in question has been vacant, the proposed amendment is a more suitable zoning classification for the property than the current classification considered in the context of development in the area where the property is located.

This standard is not met.

The petitioned site was formerly developed with a single-family residence, then a two-family, then a single-family again; both of which are compatible with the RLD-PRE FLUM. The structure was demolished sometime between 2010 and 2011, and there has been little to no development in the immediate surroundings since. Ultimately, the absence of the former structure is what is preempting the applicant from rights to developing the property as a two-family dwelling, considering its history. However, the applicant may still opt to develop the property as a single-family dwelling. Therefore, the proposed zoning classification isn't more or less suitable in the context of the period of vacancy.

The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.

This standard is not met.

The proposed amendment would not correct an error or reflect a change of policy.

The proposed amendment benefits the citizens of the City as a whole.

This standard is neither met nor unmet.

This zoning change would not have much impact on the City as a whole.

The proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Master Plan.

This standard is not met.

While the proposed HU-RD2 Historic Urban Two-Family Residential District is appropriate under the Residential Single-Family Pre-War FLUM, the amendment would not further support the overall intent of the zoning ordinance and Master Plan as it would create a spot zone.

The proposed amendment does not create a significant number of nonconformities.

This standard is not met.

The amendment would create a nonconformity by way of spot zoning.

The proposed amendment is compatible with the trend of development, if any, in the general area of the property in question.

This standard is met.

There hasn't been a particular trend of development in the area, which is predominantly residential with industrial uses nearby. The proposed amendment is compatible with residential uses.

Staff Recommendation

The staff recommends **DENIAL** of the zoning change from an HU-RS Historic Urban Single-Family Residential District to an HU-RD2 Historic Urban Two-Family Residential District.

City Planning Commission (June 9, 2026)

The request was heard at the CPC meeting on June 9, 2026. Staff summarized the application and presented the recommendation for denial. The applicant spoke in favor of the request, noting the site's residential history and their stewardship of the neighborhood. Commissioner Witry asked after the presence of other doubles on the street, to which the applicant responded that there was only one residence currently to speak of. There were three comments in opposition of the request, all citing unwanted potential commercial activity and difficulty accessing the street, and the latter citing issues with the NPP notification system. The applicant rebutted, suggesting that the street access could be remediated. Commissioner Hebert asked after the intention of the request, and whether the applicant had considered developing a single-family dwelling, to which the applicant responded that their intention was to rent out the double, and that a single would not be financially viable. Commissioner Steeg asked staff to confirm the number of bedrooms permitted in an HU-RD2 zoning district, to which staff responded that it was not straightforward. Commissioners Witry and Joshi-Gupta asked whether the applicant could adjust their plans to achieve their goals, to which Commissioner Steeg responded no. Commissioner Steeg made a motion to accept staff's recommendation of approval, and the motion was seconded by Commissioner Kepper. Commissioners clarified the intent of the motion, and that the request would result in a spot zone. Commissioner Jordan further clarified that this particular issue and neighborhood should be considered in the upcoming master planning process, and Commissioner Poché encouraged the applicant to review the City's spot zoning policy.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 062/26 IS HEREBY RECOMMENDED FOR APPROVAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

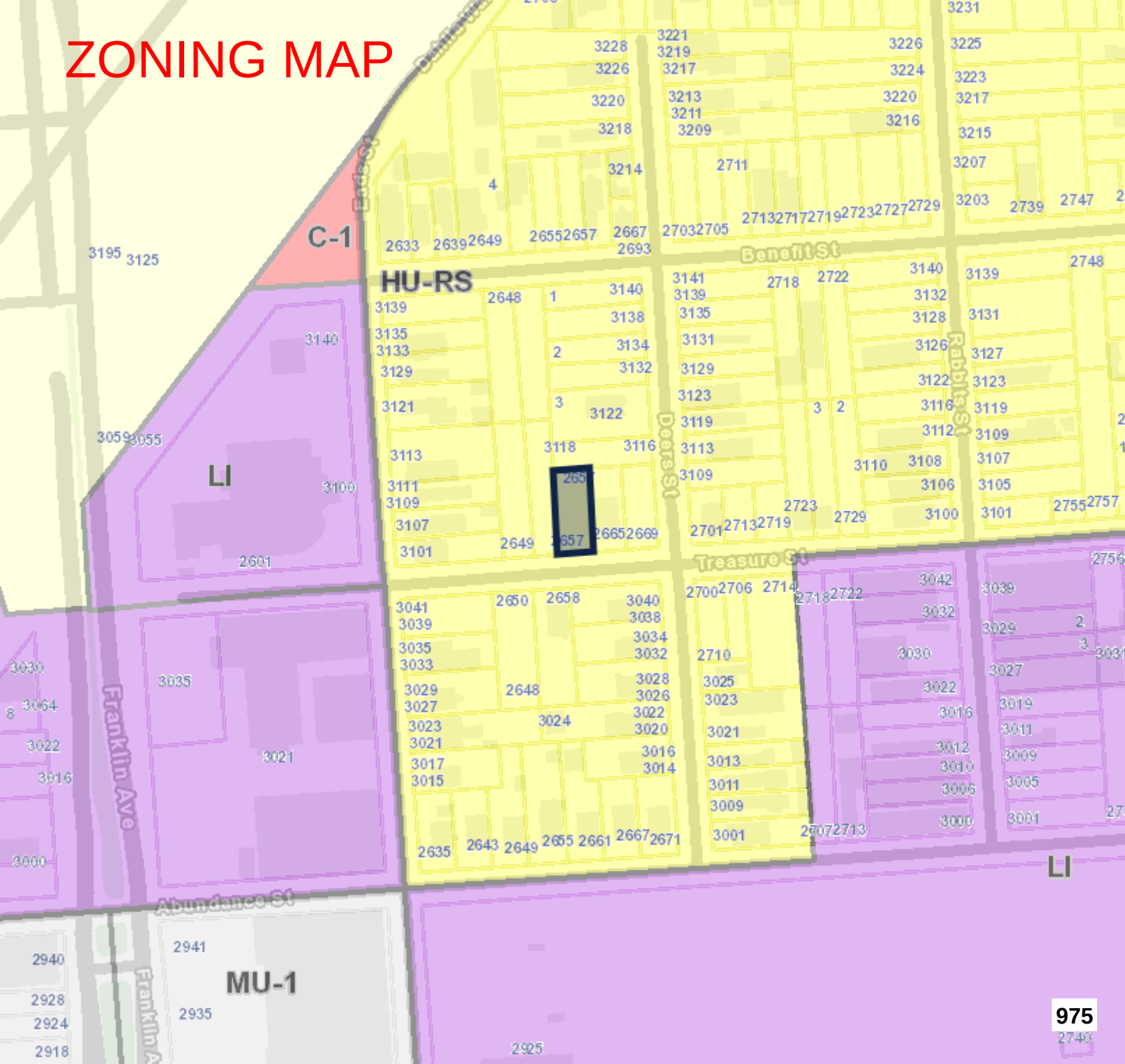
YEAS: Kepper, Steeg

NAYS: Flick, Hebert, Jackson, Jordan, Joshi-Gupta, Poché, Witry

ABSENT: None

The motion did not pass, resulting in effective denial for lack of legal majority.

ZONING MAP


C-1
HU-RS
LI
MU-1
Benefit St
Treasure St
Abundance St
Franklin Ave
Deers St
Rabbits St
975

warranty of title which **SELLER** has or may have against all preceding owners and vendors, the following described property, the possession and delivery of which **BUYER** acknowledges:

LEGAL DESCRIPTION:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the THIRD DISTRICT of the CITY of NEW ORLEANS, State of Louisiana, Parish of Orleans, in SQUARE NO. 1981, bounded by Treasure, Deers, Benefit and Eads (formerly Hunters) Streets, which said lot of ground is designated by the LETTER "V", commences at a distance of seventy eight feet, eight inches, no lines (78'8"0"") from the corner of Treasure and Deers Streets and measures thence forty four feet, no inches, no lines (44'0"0"") front on Treasure Street, same width in the rear, by a depth of ninety six feet, no inches, no lines (96'0"0"") between equal and parallel lines; and is composed of part of originals Lots 20, 21 and 22; all according to sketch of survey by Gilbert, Kelly & Couturie, Errol E. Kelly, Surveyor, dated September 27, 1978 .

The improvements thereon bear the Municipal Nos. 2659-61 Treasure Street

(hereinafter the "**Property**").

The Property is conveyed together with and shall include all buildings, other improvements, component

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #. 2024-36185 12/06/2024 10:38:32 AM
TYPE: S 7 PG(S)
CIN#: 748916

NPP Report

The NPP meeting was on March 6, 2026, at Pontilly café at 6 PM. The meeting was originally at Gentilly Public library but due to being close it was relocated to the café. The meeting had a total number of 12 people who attended. During the meeting people were given time to express their concerns. The concerns were as follows:

1. Concern that more people in the neighborhood would cause traffic leaving the neighborhood. Because most people exit the neighborhood to Franklin St. and not Peoples st due to the fact the train is often blocking that exit.
2. People were concerned that changing the zoning would lead to unwanted zoning changes such as commercial zoning.
3. Some believe I was building a 4 plex.

The meeting allowed me to listen to their concerns and address their concerns with solutions. I talk about the train blocking the exit from Peoples st. I explain to a woman how to contact the company of that train line and explain to the train company that their train is blocking their exit. Before the woman was attempting to contact city of New Orleans but through other conversation she and I have a new strategic for this solution.

For the second and third concern about the unwanted zoning changes and the idea of a 4 plex. I reinforce that my project was only going to be a 2-family home. For the people who believe that changing my zoning would lead to other zoning changes. I explain that zoning changes are done on a case-by-case basis. Changing one zone does not mean the entire neighborhood will change. During this conversation, I learned that people were ok with me to build a 2- family home but they want me to be grandfather into HU-RD2 zone. They believe me being grandfathering in would protect to rest of the neighborhood. I attempted to acquiesce to their request but unfortunately, I couldn’t be grandfather into HU-RD2 zone.

I am remaining available to anyone in the neighborhood. If any changes are made to this project everyone on the contact list will be mailed a letter informing them of the change. Lastly, I gave all the attendees on the contact list my number and email for if they would like to discuss more about their concerns.

Sign In Sheet

Class, Seminar, Meeting or Event Name: NPP Community Meeting

DATE: 3/6/26

#	Print Name	Address	Phone #	E-Mail
1	Linda Harris	3128 Peoples St	982-8292	
2	Cheryl Cox			
3	Lacey Harris	3128 Peoples Ave		
4	GORYAN CHARMAR	2748 Sage St	5043330306	
5	Dorothy DAVIS	2750 Sage St	" " " "	
6	M.L. Leadet	3016 Peoples Ave	504-2200459	
7	Marion J. Spencer Sr.	2768 Sage St	816-456-0360	
8	Desiree Washington	3122 Deers St		
9	Louise Scott	2764 Sage St	298-4441	
10	Brian Lewis	3924 People Av.	504 231-1310	
11	Priscilla Lewis	3224 Peoples	504-905-8449	
12	[illegible]			
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NPP Meeting Comment Card

Date: 3-6-25

Name/Address of Project: Linda Harris 3128 Peoples Ave

Comment/Question: no Section or four Complex Single home when they were. now if you want to put the Section there you can buy me out. not staying in the project

Contact Information (optional): Linda Harris
Name

lindahra57@gmail.com
email

3128 Peoples Ave
Address

NPP Meeting Comment Card

979

Date: 3-6-25

Name/Address of Project:

Comment/Question: I do not approve of you Changing Our Zoneing to build multi family homes a-Single home (yes).

Contact Information (optional): M. Ledet
Name

email

3016 Peoples Ave
Address

Cameron Boissiere

From: James Beard <jamesbeard20@gmail.com>
Sent: Tuesday, April 7, 2026 2:45 PM
To: Cameron Boissiere
Subject: Fwd: Neighborhood Participation Program
Attachments: NPP community meeting invitation.docx

Please see below

---------- Forwarded message ---------
From: **James Beard** <jamesbeard20@gmail.com>
Date: Mon, Feb 2, 2026 at 9:13 AM
Subject: Neighborhood Participation Program
To: <pastorjrw@aol.com>, <edgewoodheights@gmail.com>, <cpcinfo@nola.gov>, <eugene.green@nola.gov>
Cc: Sabine E. Lebailleux <selebailleux@nola.gov>

Dear All,
I am emailing you to inform you that I have mail out letters for the NPP. I have attached a copy of what I mailed out.

thank you,

James Beard

NPP Community Meeting Invitation (Zoning change)

January 31, 2026

Dear Neighbor,

James Beard owns the property at 2657-59 Treasure St and would like to build a two-family residence on the lot. The site is located in a HU-RS Historic Urban Single-Family Residential District , in which two-family dwellings are not permitted, according to Article 11, Section 11.2 of the Comprehensive Zoning Ordinance. Therefore, we are applying for a zoning change from HU-RS Historic Urban Single-Family Residential District to an HU-RD2 Historic Urban Two-Family Residential District, the uses of which are outlined in Article 11 of the Comprehensive Zoning Ordinance. This request must be heard by the City Planning Commission and City Council at Public Meetings.

Because you are a nearby neighbor or interested in the neighborhood, I am inviting you to a meeting where you can learn more about what I propose. You will have the opportunity to ask questions and voice any concerns. My application must be heard by the City Planner Commission and the City Council office. I must do this, in order, to submit the application to the city planning commission.

This meeting will take place:

Date: March 6, 2026

Time: 6:00 pm

Location: Norman Mayer Library (3001 Gentilly Blvd, New Orleans, LA 70122)

This letter is being delivered through U.S. mail and hand-delivered. At the meeting, I will provide a sign-in sheet to obtain email addresses, so that I'll be able to update you if there are any changes. If you are unable to attend and would like to receive information about the meeting, please feel free to contact me. My contact information is listed below. I hope to see you soon.

Sincerely,

James Beard

504-458-3557

Email: jamesbeard20@gmail.com

5-26-26

From: Edgewood Heights Homeowners Association
Priscilla Llopis – President
3224 Peoples Avenue
New Orleans, LA 70122
edgewoodheights@gmail.com

To: CPC Executive Director
1300 Perdido Street, 7th Floor
New Orleans, LA 70112

Re: James Beard "Owner"
2372 Industry Street
New Orleans, LA 70122

Re: 2657/59 Treasure Street
NOLA, 70122

Re: **Addendum to March 03, 2026, Letter to CPC Executive Director**

Subject: Supplement to Opposition Letter Regarding Zoning Change

Hello,

I hope this message finds you well. I am writing to provide a detailed supplement to the opposition letter that was sent to the Executive Director of the City Planning Commission (CPC) on March 3, 2026. It is important to note that the Edgewood Heights Association has not received any correspondence regarding the opportunity to hear from both the proponents and opponents concerning the proposed amendments to the Comprehensive Zoning Law of the City of New Orleans.

The proposal put forth by Mr. Beard seeks significant change to the zone for our entire community in the cul-de-sac. Specifically, he is requesting that the zoning classification be changed from **HU-RS (Historic Single-Family Residential) to HU-RD2 (Historic Urban Two-Family Residential District).** This alteration could have substantial implications for our neighborhood, and it is crucial that all affected residents have the opportunity to voice their concerns.

<u>This is also our concern</u>:

1. Investors and builders frequently exhibit a lack of consideration for the residents within our community, and they are not compelled to prioritize our interests. This detachment raises concerns about the impact of ongoing developments on those of us who call this area home. It is imperative that city planning officials take into account the significant disruptions that these changes may impose on residents, who are already grappling with the complexities of a transforming neighborhood. I encourage you to review the previous correspondence, dated March 2, 2026, submitted to the City Planning Commission by the Edgewood Heights Association, which outlines our concerns in greater detail.
2. We are opposed to changing our HU-RM1 Historic District to Purposed of the HU-RM2 Multi-Family Residential District
3. HU-RM2 proposes a variety of housing types, such as townhouses and lower-density multi-family dwellings
4. Mr. Beard expresses his desire to revert his property to a former Two-Family Dwelling, yet this decision poses significant disruptions to the surrounding community. Our neighborhood is actively engaged in a persistent struggle to preserve the integrity of our HU-RS Single-Family Historic District, which is vital to maintaining our community's character and cohesion.
5. Mr. Beard is permitted to utilize the DWELLING, classified as an Established Multi-Family Property under the P, C4 zoning category. This is possible because he has maintained his status as a two-family dwelling, allowing him to operate under the existing zoning regulations without requiring any modifications.
6. HU-RM2 District will provide moderate-density low-rise multi-family development of up to four stories, as well as townhouse developments
7. Higher land uses are a transition from what we are used to
   Proposed changes would increase the maximum number of attached townhouse units permitted in the HU-RD2 zoning district, allowing for a total of six units to be constructed on the smaller-sized property.
8. Changes in Zoning Variances & Setbacks
9. This HU-RD2 can provide for a Social Club or Lodge within the Community
10. Residential Care Facility within our small area

Regrettably, Edgewood Heights Association did not receive any notification of the zoning meeting date or any pertinent deadlines from either the City's Zoning Office or Mr. Beard. The only information we obtained was during the Neighborhood Participation Program (NPP) meeting on March 6, 2026. Since that time, there has been a noticeable lack of follow-up or additional information, leaving us in the dark about crucial developments in zoning.

We strongly believe that the interests and perspectives of the Edgewood Heights community are vital, and we want to ensure that our concerns are taken into account during this important process. Therefore, we kindly request clarification on the current status of all new zoning proposals and any forthcoming opportunities for public comment. As an engaged Community and Association, we would like to highlight that we have not yet received a formal request regarding Zoning Docket 062/26 within the designated timeframe to express our opposition, which concludes on May 1, 2026. We appreciate your attention to this matter and look forward to your prompt response.

To emphasize our concerns, we would like to highlight that we have not received any notification regarding a Zoning Hearing date from the City Planning Commission. This update is crucial for our participation in discussions surrounding the Community Zoning Amendment. On May 22, 2026, Mrs. Llopis, who serves as the President of the Edgewood Heights Association, reached out to Mr. Beard to express her concern about the lack of communication regarding the meeting date. It is essential for residents—many of whom have cherished their homes in our neighborhood for 50 to 60 years—to be informed about the proposed changes that could profoundly impact their community. This information is not just important; it is vital for ensuring that everyone has a voice in the future of our area.

In her conversation with Mr. Beard, he expressed his concerns regarding the Neighborhood Participation Program (NPP). He noted that the notification letter, dispatched on February 2, 2026, was deemed sufficient notice for the zoning meeting scheduled for June 9, 2026, at 1:30 PM. This is without community notification. We found out from CPC that any final opposition from residents should be submitted by June 1, 2026.

We are expressing our concerns regarding one of our residents, who received a CPC notice on May 21, four months later. This communication was selectively addressed to not even a handful of residents, as no one else received notification, raising significant questions about its effectiveness in reaching the broader community. Mrs. Llopis highlighted that such limited outreach falls short of the fundamental obligation to keep all neighborhood residents well-informed. Furthermore, she noted that the Association's attempts to communicate the new meeting dates were inadequate, ultimately fueling concerns about its overall commitment to actively engaging and keeping the community updated on important matters. This lack of transparency and inclusion may hinder trust and collaboration, essential for a thriving neighborhood.

We strongly advocate establishing clear policies to effectively notify our community of the dates of City Planning "Zoning" meetings, particularly regarding any changes affecting community zoning within our area 70122. It is crucial that these meetings be scheduled appropriately after the Neighborhood Planning Project (NPP) meetings, allowing ample time for residents to prepare and participate, especially senior residents.
As our Association is an active participant in the NOTICEME notification system and a subscriber to the ONE STOP platform for daily updates on permits and various community communications relevant to the 70122 area, we are deeply disappointed that we did not receive any notifications concerning this significant zoning issue.
It is of utmost importance that all residents are kept well informed about matters that directly affect our neighborhood. Equipping our community with timely information is essential to ensure every resident has the opportunity to voice their opinions and concerns about any proposed developments that could affect our local environment and quality of life.

Sincerely, Priscilla Llopis – President 504-905-8449
edgewoodheights@gmail.com

NEW ORLEANS LA 700

New Orleans City Planning Commission
1300 Perdido Street, Suite 7W03
New Orleans, LA 70112

20 MAY 2026AM 1 L

The City Planning Commission, in accordance with the provisions of Article [illegible] Comprehensive Zoning Ordinance, Ordinance No. 4,264 M.C.S., as amended, [illegible] public hearing on JUNE 9, 2026 at 1:30 pm. CITY HALL, 1300 PERDIDO STREET, CITY COUNCIL CHAMBERS (1E07). The public hearing will consider [illegible] proposed amendments to the Comprehensive Zoning Ordinance of the City [illegible] Orleans, the disposition and acquisition of City property, and subdivision applications.

Materials for these items may be viewed via https://onestopapp.nola.gov/

The public comment deadline is 5 pm on the Monday that is 8 days before the meeting date.

In person public comment:
The City Planning Commission, in accordance with Article 4 of the Comprehensive Zoning Ordinance, Ordinance No. 4,264 M.C.S., as amended, will hear proponents and opponents to the above proposed changes to the Comprehensive Zoning Law of the City of New Orleans. All interested parties are encouraged to attend and all relevant comments concerning the proposed changes are encouraged. The CPC has established public hearing rules within its Administrative Rules, Policies, & Procedures, which are available on the CPC website (www.nola.gov/cpc).

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3
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Written public comment:
You may also submit written comments to the Executive Director in advance by mail (1300 Perdido Street, 7th floor, New Orleans LA 70112) or email (CPCinfo@nola.gov). All written comments must be received by 5 p.m. on Monday, JUNE 1.

Zoning Docket 062/26
Applicant(s): James Beard
Request: Zoning Change from an HU-RS Historic Urban Single-Family Residential District to an HU-RD2 Historic Urban Two-Family Residential District
Property Description: Square 1981, Lot V, in the Third Municipal District, bounded by Treasure, Dears, Benefit and Fade Streets
Additional: 2647-2649 Treasure Street [illegible]

Edgewood Heights HOA

03-02-26

From: Edgewood Heights Homeowners Association
Priscilla Llopis - President
3224 Peoples Avenue
New Orleans, LA 70122

To: James Beard, "Owner"
2372 Industry Street
New Orleans, LA 70122

Re: Letter of Opposition

Dear James Beard, I am reaching out on behalf of the Edgewood Heights Homeowners Association Board of Directors to express our sincere gratitude for your interest in our community. It is always invigorating to see new development plans in New Orleans, and your work could contribute to our city.

However, after careful consideration, we must strongly oppose the proposed zoning change in Edgewood Heights from HU-RS Single Residential District Pre-War to HU-RM1 Multi-Family "Townhomes." This letter explains our decision. Our charming neighborhood, rich in history and home to homes built a century ago, embodies a unique character and community spirit that we cherish deeply.

We encourage you to look at our Articles of Incorporation, which we affectionately call our "Charter." This document is available at www.sos.la.gov under the name Edgewood Heights Association. ARTICLE X grants our Board of Directors the responsibility to uphold the covenants and rules that ensure the community functions at its best. This framework is vital in maintaining the peaceful atmosphere that Edgewood Heights residents value.

As specified in our charter, all proposals for new buildings or zoning changes to any residence or lot must receive approval from both the Board of Directors and City Planning. For your convenience, we have included the relevant sections from our Articles of Incorporation regarding single-family homes and from our Covenant. However, to fully understand the guidelines, I strongly encourage you to visit the Louisiana Secretary of State's website. This will provide you with a detailed view of the regulations and procedures to follow. If you have further questions or need additional information, feel free to reach out!

During our discussions, we chose not to address the properties at 2657 and 2659 Treasure Street, NOLA 70122, because our primary concern lies with the zoning change proposal. Our community has covenants that establish its character and standards. Should you wish to appeal the Board's decision, we invite you to present your case directly to us. We appreciate your perspective and are committed to listening to your concerns.

The primary goal of the Edgewood Homeowners Association is to foster a thriving, secure environment in collaboration with all residents. Our community has preserved the current single-family residential status. Changing Zoning to multi-family "Townhomes" could introduce challenges that might detract from the reputation of the improving and supportive atmosphere we have worked tirelessly to create. We know how important it is to uphold and enhance the quality of life for our residents, particularly our senior neighbors, who have enjoyed the benefits of our historically established community.

Given our awkward access routes, we have only one way in and out of our community: Abundance Street to Franklin Avenue. Unfortunately, the additional route is unreliable; Peoples and Florida Avenue are impractical because the railroad blocks the tracks daily. Thus, a Zoning change could lead to ***increased/additional*** congestion and strain on our community infrastructure, which we are committed to maintaining and improving. We are expecting a new commercial establishment to open soon on Franklin Avenue and Abundance Street, which will continue to strain traffic through the only one-way entrance and exit of our neighborhood.

It is genuinely heartwarming to see residents working together to uplift our neighborhood. We passionately believe that focusing on developing **additional single-family homes** in HU-RS aligns with the community's needs and desires. Strengthening our neighborhood by building and enhancing our existing properties will foster a sense of pride and belonging among our community members.

As part of the city permit application process, we will submit this ***Letter of Opposition*** to highlight our collective stance regarding the zoning change. Alongside this letter, we will include signatures from homeowners and residents who share our perspective, ensuring the Department of Permits, City Planning, and the City Council understand our firm commitment to maintaining the integrity of the Edgewood Heights Neighborhood.

We genuinely appreciate your understanding in this matter, and I hope we can navigate this situation amicably. Please feel free to reach out if you would like to discuss this further or explore potential avenues for collaboration that would benefit both parties.

Warm regards,
Priscilla Llopis -- 504-905-8449
President of Edgewood Heights Association - - edgewoodheights@gmail.com

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided ○ Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

ATTACHMENTS		TEXT AMENDMENT	ZONING CHANGE	CONDITIONAL USE/PLANNED DEVELOPMENT
⊘	**Completed application** with all required information & signed by owner or authorized agent.	Required	Required	Required
⊘	**Authorization from Property Owner.** If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.		Required	Required
⊘	**Accurate survey or legal description** showing or describing the legal boundaries of the site.		Required	Required
⊘	**Photographs** of the subject site(s) and building(s).		Required	Required
⊘	**Neighborhood Participation Program Documents** including NPP summary report, contact list, NPP meeting invitation, NPP comment cards, neighborhood email notices, and meeting sign-in sheet. Refer to the Neighborhood Participation Guide for more information.	Required	Required	Required
○	**Site Plan** of the entire lot(s) showing property lines and all buildings or structures, with distance from property line indicated. All off-street parking areas, driveways, interior streets, paving, mechanical equipment, or other surfaces should be shown and dimensioned on the plans.			Required
○	**Landscape Plans** including the location, quantity, size, name, and condition of all existing and proposed plant materials and trees. All landscaped areas should be shown and dimensioned on the plans. A description of all tree preservation measures on-site and in the public right-of-way should be included.			Required
○	**Architectural Elevations** of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
○	**Floor Plan(s)** of the entire structure(s) showing room use, dimensions, walls, doors, windows, major applicances, plumbing fixtures, stairs, or other egress.			Required
○	**Recommendations or approvals** from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
○	**Design Advisory Committee (DAC) Recommendation,** when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided ○ Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Olreans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ◉ Zoning Change ○ Conditional Use/Planned Development

Address of Property for which this application is being filed. 2657-59 Treasure St

APPLICANT INFORMATION

Applicant Identity: ◉ Property Owner ○ Agent

Applicant Name James Beard

Applicant Address 2372 Industry St.

City New Orleans State Louisiana Zip 70122

Applicant Contact Number (504) 458-3557 Email jamesbeard20@gmail.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☑

Property Owner Name _____

Property Owner Address _____

City _____ State _____ Zip _____

Property Owner Contact Number _____ Email _____

SPECIFIC ZONING REQUEST

Requesting zoning change to HU-R2 Historic Urban Two-Family Residential District

PROPERTY LOCATION

Square Number(s) _____ Lot Number(s) _____

Bounding Streets _____ _____ _____

Zoning _____ Municipal District _____

Tax Bill Number _____ Planning District _____

DESCRIPTION OF PROJECT (Attachments are acceptable)

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided ○ **Date** _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature James Beard Date 4/3/26

Agent Signature _____ Date _____

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this _____ day of _____

My Commission expires _____

Description of Project

The plan of the project is to build a two-family home. The home will be a 3 bedroom and 2 baths on both sides with off street parking. During the NPP meeting some people were concerned that a 4 unit was going to be built but that is not going to happen. Only a two-family home will be built. I believe this project will help develop the area while prioritizing families.

City Planning Commission Speaker Card

7

Date : 6-9-24

I would like to speak regarding CPC Docket : 062/24

IN OPPOSITION

Name: Priscilla Lopis

Address: 3016 Deers Street

◯ I am the applicant for this docket

◯ I'd like to cede my time to: ~~062/26~~

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Priscilla Lopis

City Planning Commission Speaker Card

992

Date : 6/9/26

I would like to speak regarding CPC Docket : 062-26

IN SUPPORT

Name: Jamer Board

Address: 2657-2659 Treasures X.

◯ I am the applicant for this docket

◯ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission Speaker Card

7

Date : 06.09.26

I would like to speak regarding CPC Docket :

IN OPPOSITION

Name: Desiree Washington

Address: 3122 Deers St

◯ I am the applicant for this docket

◯ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Desiree Washington

City Planning Commission Speaker Card

7

Date : 6-9-26

I would like to speak regarding CPC Docket : 062/26

IN OPPOSITION

Name: BRIAN LOPIS

Address: 3014 DEER ST

◯ I am the applicant for this docket

◯ I'd like to cede my time to:

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker:

City Planning Commission
Staff Report
Tuesday, June 9, 2026

Zoning Docket 063-26
Prepared by: Haley Molina
Date: June 10, 2026
Deadline for CPC action: August 8, 2026
CC Deadline: 60 days from receipt
City Council District: B - Harris

Applicant: Wells One Investments, LLC
Request: Conditional use to permit a bed-and-breakfast (accessory) in an HU-MU Historic Urban Mixed-Use District and the Transient Lodging Interim Zoning District
Property description: Square 211, Lot A, in the First Municipal District, bounded by Carondelet Street, Thalia Street, Saint Charles Avenue and Martin Luther King Jr. Boulevard
Municipal address(es): 1428 Carondelet Street

Description

The subject property is located on Carondelet Street within the HU-MU Historic Urban Mixed-Use District and the Transient Lodging Interim Zoning District. The site is currently developed with a three-story two-family residence. The applicant proposes to convert the two-family residence into a single-family residence and to provide a total of four guest rooms. The property consists of one lot of record with an area of approximately 4,043 square feet. Three off-street parking spaces are required. Two off-street spaces are provided in the garage and the applicant is requesting a waiver for one off-street parking space.

Figure 1. Subject Site

Reason for Commission Review

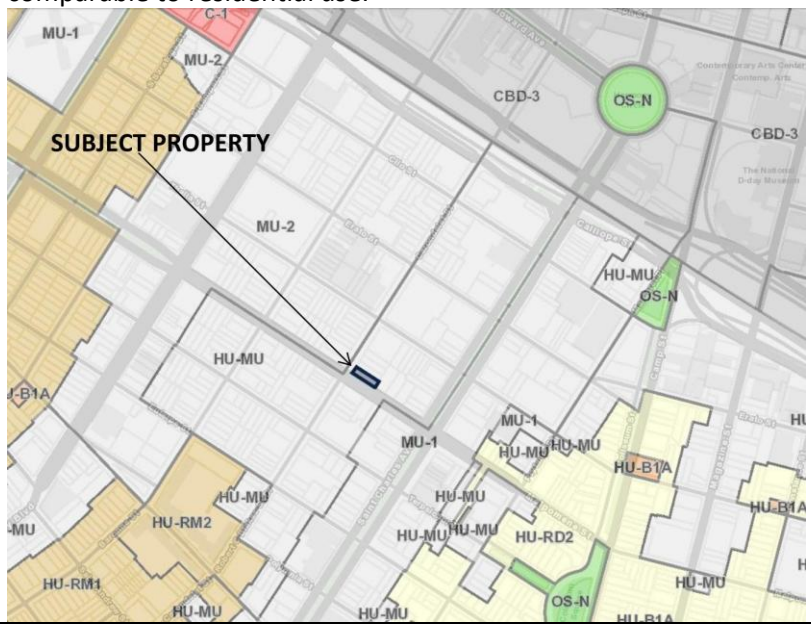
A bed-and-breakfast (accessory) is a conditional use within the HU-MU District pursuant to Article 12, Section 12.2.A (Table 12-1). City Council Motion M-25-530, which established the Transient Lodging Interim Zoning District, requires that all transient lodging uses otherwise permitted by right in the underlying zoning district be reclassified as conditional uses, while all transient lodging uses that are conditional uses in the underlying zoning district remain as conditional uses.

The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.	
Met	The Mixed-Use Medium Density designation allows a variety of commercial uses. While the Master Plan does not specifically address transient lodging within the Mixed-Use Medium Density designation, such use does not conflict with the intent of the designation. The property's development style would be consistent with that of a single-family dwelling, which is permitted within this designation.
The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.	
Met	The subject site is located within the HU-MU Historic Urban Mixed-Use District, where the proposed Bed and Breakfast (Accessory) is a conditional use. This district encourages mixed-use areas that are compatible with nearby land uses and pedestrian-oriented in character.
The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.	
Not met	There are several use standards outlined in **Article 20** regarding bed and breakfasts. Pursuant to **Article 20, Section 20.3.I.1 Bed and Breakfast Accessory Standards**, bed and breakfasts (accessory) must be single-family dwellings in appearance. Therefore, in order to operate the existing two-family residence as a bed and breakfast (accessory), the staff recommends a proviso requiring compliance with the use standards. This proviso would address the requirement

	for the applicant to make modifications to the front façade to appear as a single-family residence. The environmental standards of **Article 21, Section 21.3** are met.
The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.	
Met	The petitioned site is located on Carondelet Street at the corner of Martin Luther King, Jr. Boulevard. The site is located one block from Saint Charles Avenue and two blocks from O C Haley Boulevard, both corridors that contain various commercial uses. Across the street, there are a series of two-story single-family residences. One block to the North on Carondelet Street there is the Thalia Street Hotel. Considering the various residential and commercial uses in the immediate area, the proposed bed and breakfast (accessory) would have limited impacts on existing development. Additionally, the proposed use is not anticipated to generate traffic impacts beyond those typically associated with a traditional two-family residence that currently exists, as occupancy levels and vehicle demand are comparable to residential use. 
Any variance of zoning standards meets the approval standards of Section 4.6.F.	
Met	Pursuant to Table 22-1, bed and breakfasts are required to provide one parking space per two guest rooms. This is in addition to the one parking space required for the single-family residence. Therefore, the proposed four–guest room bed and breakfast (accessory) would be required to provide a total of three parking spaces. Section 22.5.B.1 provides an exception for the first 5,000 sq ft of commercial uses, but only for commercial uses. Accessory bed

	and breakfasts are considered residential uses and therefore do not qualify for this exception. The first-floor plan shows a garage that is 19 ft, 1 in. wide and 23 ft deep, which would provide space for two off-street parking spaces. The staff finds that the waiver request meets the approval standards for a variance (as discussed below).
The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.	
Met	The proposed bed and breakfast (accessory) does not constitute a use that is materially detrimental to the public health, safety, or welfare, nor is it expected to result in material damage or prejudice to other property in the vicinity. The use will operate within an existing structure, with no expansion of the building footprint or intensification of site development. As proposed, the use is comparable in scale and impact to other permitted uses within the district.

Staff recommends the following proviso to ensure compliance with the use standards for bed and breakfasts (accessory):

1. In accordance with **Article 20, Section 20.3.I**, the use shall be in accordance with the following use standards:
   a. Proof of operator occupancy shall be established by submission of at least three (3) pieces of proof of residence to the Department of Safety and Permits.
   b. The bed and breakfast shall appear outwardly to be a single-family dwelling, giving no appearance of a business use other than a permitted sign.
   c. The bed and breakfast may have one (1) attached projecting sign not to exceed four (4) square feet in area. The sign shall complement the architecture of the structure.
   d. The bed and breakfast is limited to a maximum of five (5) units for overnight accommodation.
   e. Cooking facilities are prohibited in individual guest rooms.
   f. If meals are provided, only registered guests may be served.
   g. Leasing of a common dining area for social events is prohibited.
   h. Only one (1) Accessory Bed and Breakfast, one (1) Principal Bed and Breakfast, or one (1) Non-Commercial Short Term Rental is permitted within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots not fronting the public right of way, may be permitted for use as a non-commercial short term rental.

Variances may be granted only when the request satisfies the nine approval standards contained in **Article 4, Section 4.6.F** of the Comprehensive Zoning Ordinance. The staff's evaluation of compliance with the nine approval standards is below.

A1. Special conditions and circumstances exist that are peculiar to the land or structure involved and are not generally applicable to other land or structures in the same zoning district.

Met.

The subject site is only 31 feet in width, and the existing two-family structure spans nearly the full width of the lot, leaving minimal side yard area for any additional parking. The lot cannot accommodate a third off-street parking space. Narrow lots are characteristic of Central City and off-

street parking is rarely feasible. The design of the structure, that include a two-car garage on the ground floor, already departs from the established development pattern.

A2. The special conditions and circumstances do not result from the actions of the applicant or any other person who may have had an interest in the property.

Met.

The inability to provide a third parking space is a direct result of the physical limitations of the lot and structure, not a choice made by the applicant. The applicant seeks only to convert the existing building to a single-family residence with an accessory bed and breakfast, a use permitted by conditional use in this district.

A3. Literal interpretation of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.

Met.

Strict application of the off-street parking requirement would prevent the applicant from operating an accessory bed and breakfast (with more than two units) in a district where this use is allowed by conditional use. The applicant did not create the lot width or building arrangement that prevents compliance. Additionally, Section 22.5.B.1 provides an exception for the first 5,000 sq ft of commercial uses in the HU-MU District. Accessory bed and breakfasts are considered residential uses and therefore do not qualify for this exception. Without the variance, this property would be held to a stricter standard than comparable lodging uses allowed in the district.

A4. The request for the variance is not based primarily upon a desire to serve the convenience or profit of the property owner or other interested party.

Met.

The variance does not provide a unique or unusual competitive advantage to the applicant. Many properties in the immediate area lack off-street parking entirely due to the established urban pattern. The request simply allows the applicant to operate a permitted accessory use consistent with similar residential-lodging uses in the HU-MU district. Granting the variance aligns the site with neighborhood conditions rather than conferring a special privilege.

A5. Strict adherence to the regulation by the owner or their agent would result in a demonstrable hardship upon the owner, as distinguished from mere inconvenience.

Met.

Strict adherence would require the owner to provide a third off-street parking space where no physical space exists. The hardship is therefore demonstrable and rooted in the physical constraints of the lot.

B1. Granting the variance requested will not confer on the applicant any special privilege which is denied by this Ordinance to other lands or structures in the same district or otherwise similarly situated.

Met.

The variance would not grant a privilege beyond what is commonly needed and accepted for similar properties with limited parking opportunities.

B2. The variance, if granted, will not alter the essential character of the locality.

Met.

The requested variance maintains the existing built form. The variance is fully consistent with the surrounding character with narrow lots and little to no off-street parking.

B3. The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood where the property is located.

Met.

The continued provision of two off-street parking spaces within the garage minimizes potential impacts on on-street parking. No adverse effects on neighboring properties or public welfare are anticipated.

B4. The proposed variance will not impair an adequate supply of light and air to adjacent property, increase substantially the congestion of nearby streets, increase the danger of fire, or otherwise endanger the public safety.

Met.

The variance pertains solely to the waiver of 1 parking space. The existing supply of light, air, and circulation is unaffected, and the request does not introduce conditions that would increase congestion or endanger safety.

Additionally, City Council motion M-25-530, which created Transient Lodging Interim Zoning District, requires that applications for transient lodging facilities be evaluated against the following additional approval standards.

Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?
The proposed transient lodging use will not prevent the development of long-term housing, including affordable and workforce housing. The site is developed with an existing two-family residence that would be converted into a single-family residence. Both uses are permitted in the district and the master plan. The property will maintain its residential with the addition of a bed and breakfast (accessory) use that can be readily returned to a traditional long-term residential use in the future.
Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
The subject property is developed with an existing two-family residence that would be converted into a single-family residence that operates a bed and breakfast (accessory) with a total of four guest rooms. The proposal would reduce only one long-term housing unit beyond the existing condition.
Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?
The site is located one block from Saint Charles Avenue, a major arterial street.
Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
No, it has not as there is no past transient lodging use at the subject property.
How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?

The Short Term Rental (STR) Map and the City's data website indicate that there are several active licensed STRs, hotels, motel, and bed and breakfasts located within 1,000 feet of the subject property.

Figure 2: Transient Lodging Uses within 1000 Feet

(Source: STR Active Licenses) *(Source: data.nola.gov) – Hotels, Motels and Bed and Breakfasts*

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 063/26 subject to the following:

Waiver

1. The applicant shall be granted a waiver of **Article 2, Section 22.4 (Table 22-1)** to allow a single-family residence to operate an bed and breakfast (accessory) that contains four (4) guest rooms to provide two (2) off-street parking spaces in lieu of three (3) off-street parking spaces.

Provisos

1. In accordance with **Article 20, Section 20.3.I**, the use shall be in accordance with the following use standards:
   a. Proof of operator occupancy shall be established by submission of at least three (3) pieces of proof of residence to the Department of Safety and Permits.
   b. The bed and breakfast shall appear outwardly to be a single-family dwelling, giving no appearance of a business use other than a permitted sign.
   c. The bed and breakfast may have one (1) attached projecting sign not to exceed four (4) square feet in area. The sign shall complement the architecture of the structure.
   d. The bed and breakfast is limited to a maximum of five (5) units for overnight accommodation.
   e. Cooking facilities are prohibited in individual guest rooms.
   f. If meals are provided, only registered guests may be served.
   g. Leasing of a common dining area for social events is prohibited.
   h. Only one (1) Accessory Bed and Breakfast, one (1) Principal Bed and Breakfast, or one (1) Non-Commercial Short Term Rental is permitted within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots not fronting the public right of way, may be permitted for use as a non-commercial short term rental.

2. In accordance with the definition for a bed and breakfast in **Article 26**, the applicant shall legally convert to a single-family dwelling.

3. The approval of the application is limited to Transient Lodging Use and any variances specifically granted as part of this application. With the exception of any variances that are specifically granted as part of this approval, the Transient Loding Use shall be compliant with all relevant requirements of the zoning ordinance.

4. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

City Planning Commission Meeting (June 9, 2026)

The staff summarized their recommendation of approval. The representative spoke in support of the request. There were no comments in support or opposition. The commission discussed the project, including that the building will be owner-occupied and that the applicant does not object to the suggested waiver and provisos. There was also discussion about similar requests that were considered, and the preference for this proposal due to the owner being on site. Commissioner Flick made a motion to accept the staff's recommendation of approval subject to one waiver and four provisos. The motion was seconded by Commissioner Kepper and adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 063/26 IS HEREBY RECOMMEDED FOR APPROVAL SUBJECT TO ONE (1) WAIVER AND FOUR (4) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Waiver

1. The applicant shall be granted a waiver of **Article 2, Section 22.4 (Table 22-1)** to allow a single-family residence to operate an bed and breakfast (accessory) that contains four (4) guest rooms to provide two (2) off-street parking spaces in lieu of three (3) off-street parking spaces.

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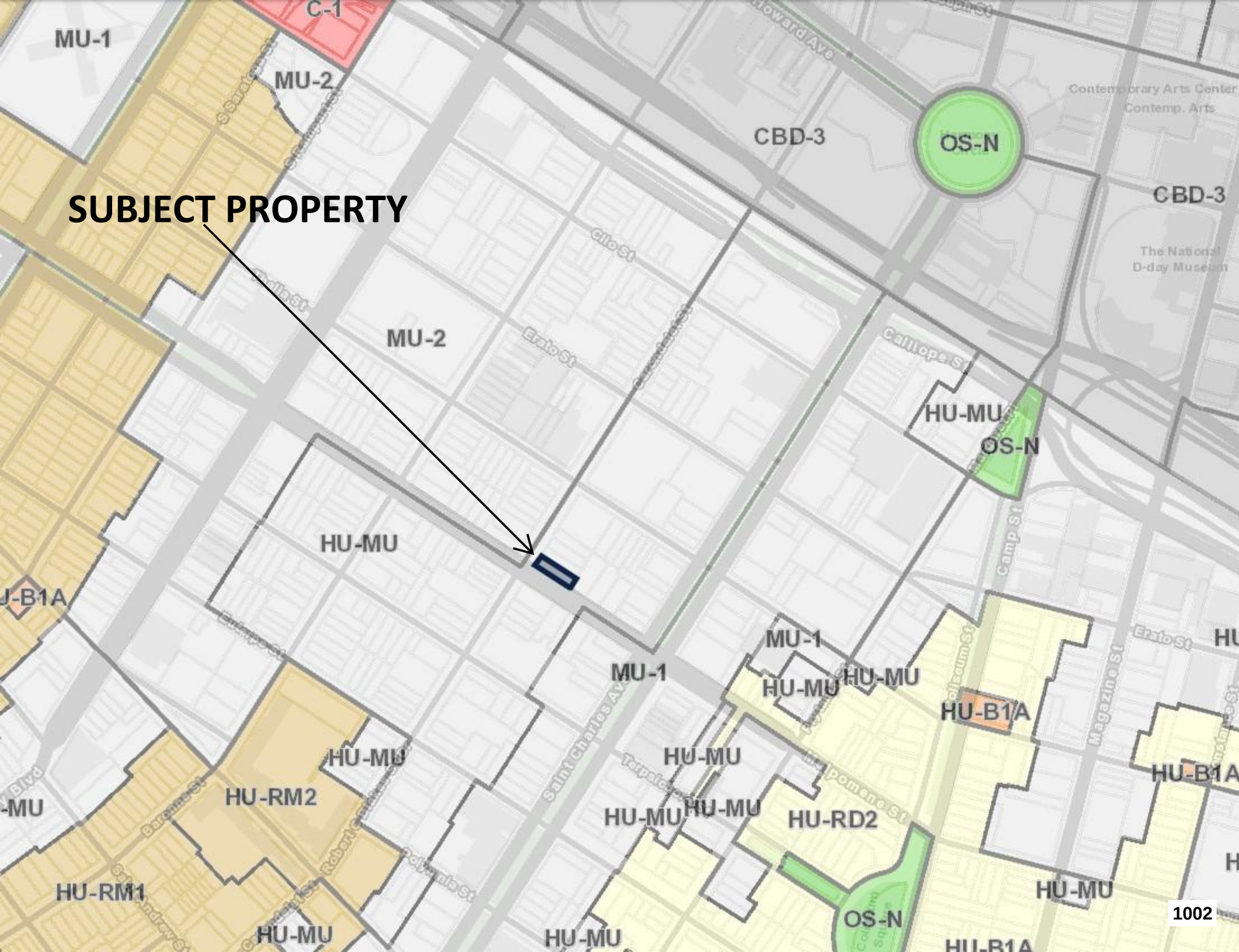
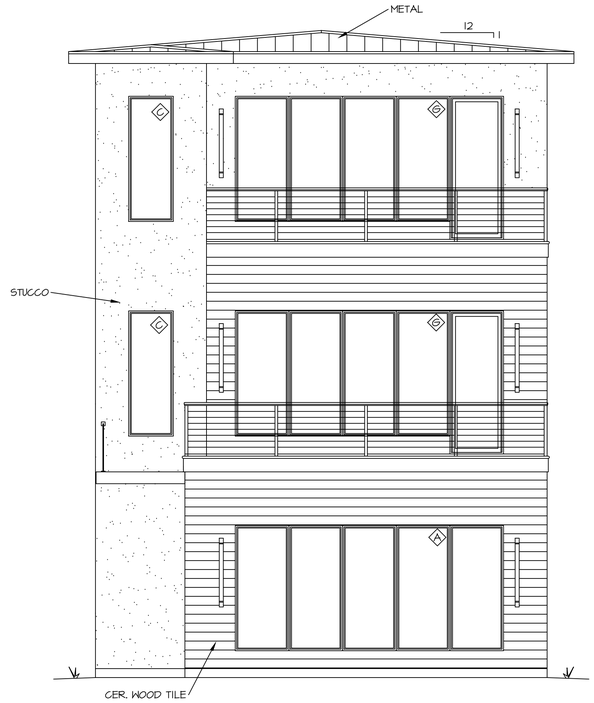
YEAS: Flick, Hebert, Jackson, Jordan, Joshi-Gupta, Kepper, Poche, Steeg

NAYS: Witry

ABSENT: None


SUBJECT PROPERTY
MU-1
MU-2
C-1
CBD-3
OS-N
CBD-3
Contemporary Arts Center
Contemp. Arts
The National
D-day Museum
Howard Ave
Cilo St
Erato St
Calliope St
Camp St
Magazine St
Erato St
Saint Charles Ave
Polymnia St
Terpsichore St
Melpomene St
Coliseum St
Barone St
Robert Carter St
MU-2
HU-MU
OS-N
HU-MU
U-B1A
MU-1
MU-1
HU-MU
HU-MU
HU-B1A
HU-MU
HU-MU
HU-B1A
HU-RM2
HU-MU
HU-MU
HU-RD2
HU-RM1
HU-MU
OS-N
HU-MU
HU-MU
HU-B1A
1002



REAR ELEVATION

SCALE : 1/4" = 1'-0"

PROVIDE POWER ROOF VENTS
ON REAR SIDE OF ROOF
AS REQUIRED BY CODE

BUILDING CONSTRUCTION

THE HURRICANE RESISTANCE CONSTRUCTION FOR THIS RESIDENCE WAS DESIGNED TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE 2015 INTERNATIONAL RESIDENTIAL CODE, SECTION R301.2.1, AS MANDATED BY THE EMERGENCY PROVISIONS OF LOUISIANA ACT 12 (SB44).

I HAVE RESEARCHED THE REQUIREMENTS OF THE 2015 INTERNATIONAL RESIDENTIAL CODE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THESE DRAWINGS ARE IN COMPLIANCE THEREWITH. I TAKE FULL RESPONSIBILITY FOR THE CONTENTS OF THESE DRAWINGS.

THE CONSTRUCTION OF THIS STRUCTURE IS TO CONFORM TO THE WIND AND FLOOD MITIGATION REQUIREMENTS OF THE 2015 INTERNATIONAL RESIDENTIAL CODE, ASCE 7 WIND LOADS, AS WELL AS THOSE REQUIRED BY FEMA.

HURRICANE RESISTANCE CONSTRUCTION HAS BEEN DESIGNED USING THE PRESCRIPTIVE REQUIREMENTS OF THE WOOD FRAME CONSTRUCTION MANUAL, LATEST EDITION.

THE STRUCTURE HAS BEEN DESIGNED FOR :
THREE SECOND WIND GUST OF 130 MPH - BASED ON EXPOSURE B.

UPLIFT RESISTANCE IS REQUIRED AND SHALL BE CONTINUOUS FROM THE ROOF TO THE FOUNDATION.

THE 2015 INTERNATIONAL RESIDENTIAL CODE APPLIES TO ONE AND TWO-FAMILY DWELLINGS NOT MORE THAN THREE STORIES ABOVE GRADE PLANE, AND THEIR ACCESSORY STRUCTURES. UNLESS NOTED OTHERWISE, ALL REVIEW COMMENTS AND CITATIONS REFERENCE THE 2015 IRC, INCLUDING ALL RELEVANT SUBSECTIONS.

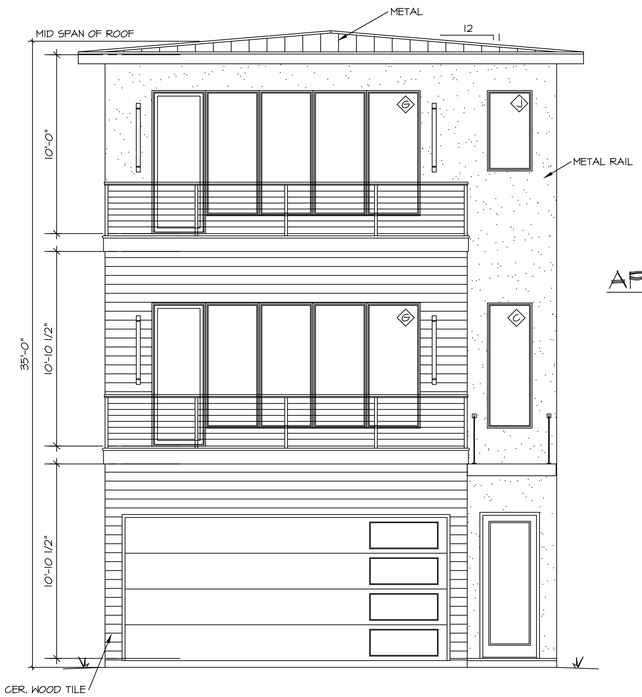
FLASHING NOTES:

1. SHEET METAL : ALL SHEET METAL WORK SHALL COMPLY THE DESIGN AND INSTALLATION DETAILS AS PUBLISHED BY SMACNA (SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC.). WORK TO INCLUDE, BUT NOT LIMITED TO GUTTERS, DOWN SPOUTS, EAVE FLASHING, VALLEY FLASHING, HIP AND RIDGE FLASHING, PARAPET WALL COPINGS, PARAPET WALL COVERINGS, ROOF PENETRATIONS, CHIMNEY, LEDGE AND WALL FLASHINGS.

2. FLASHING : APPROVED CORROSION-RESISTIVE FLASHING SHALL BE PROVIDED IN THE EXTERIOR WALL ENVELOPE IN SUCH A MANNER AS TO PREVENT ENTRY OF WATER INTO THE WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. FLASHING AND WEEPHOLES AT BRICK SHALL COMPLY WITH SECTIONS R703.8.5 AND R703.8.6. WALL FLASHINGS SHALL COMPLY WITH SECTIONS R703.8. ROOF FLASHING SHALL COMPLY WITH SECTION R905.2.8. IRC 2015.

GLAZED OPENING PROTECTION

ALL WINDOWS WITHOUT OPERABLE SHUTTERS SHALL BE PROVIDED WITH A MINIMUM THICKNESS OF 7/16" WOOD STRUCTURAL PANELS FOR PROTECTION OF WINDBORNE DEBRIS, AS PER SECTION 301.2.1.2 OF THE INTERNATIONAL RESIDENTIAL CODE.
THE PANELS ARE TO BE PRECUT TO COVER THE GLAZED OPENINGS, WITH A MAXIMUM SPAN OF 8' AND PROVIDED WITH ATTACHMENT HARDWARE. ATTACHMENT SHALL COMPLY WITH TABLE R301.2.1.2 OF THE INTERNATIONAL RESIDENTIAL CODE.
PANELS ARE TO BE ON THE JOB SITE AT COMPLETION OF CONSTRUCTION.



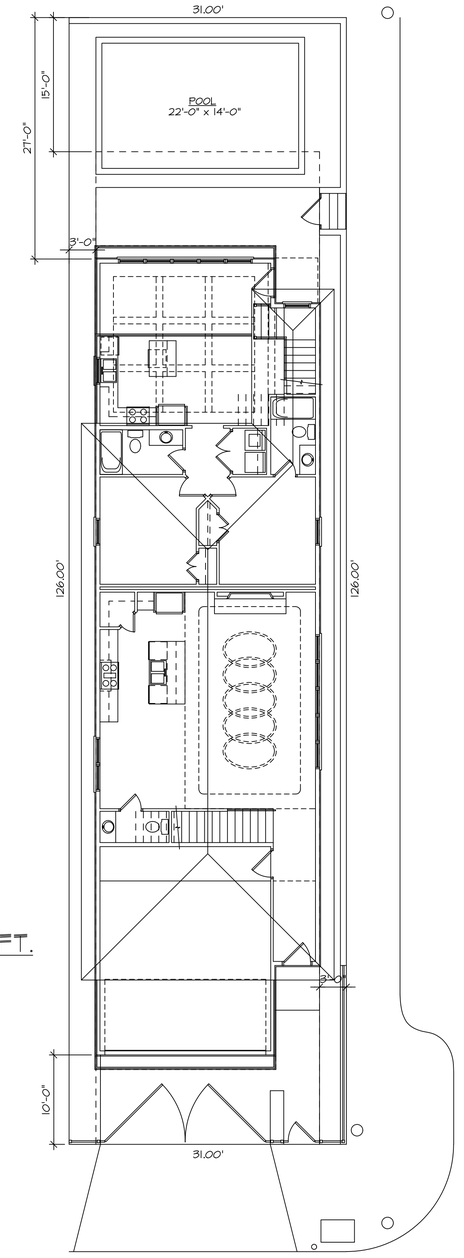
FRONT ELEVATION

SCALE : 1/4" = 1'-0"

APPROXIMATE SQ. FT.

LIVING AREA

UNIT #1	
FIRST FLOOR	797 S.F.
SECOND FLOOR	1095 S.F.
THIRD FLOOR	1534 S.F.
SUBTOTAL:	3426 S.F.
UNIT #2	
FIRST FLOOR	903 S.F.
SECOND FLOOR	614 S.F.
SUBTOTAL:	1517 S.F.
PORCH	24 S.F.
F. BALCONY #1	131 S.F.
F. BALCONY #2	131 S.F.
R. BALCONY #1	224 S.F.
R. BALCONY #2	209 S.F.
GARAGE	469 S.F.
GROSS:	6131 S.F.
OPEN PATIO	250 S.F.



1428 CARONDELET STREET

SITE PLAN

SCALE : 1/8" = 1'-0"

LOT 'A'
SQUARE #211
FIRST DISTRICT
ORLEANS PARISH, LA

North

MARTIN LUTHER KING JR BLVD

THIS PLAN AND SPECIFICATION HAS BEEN PREPARED BY ME OR UNDER MY CLOSE SUPERVISION. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THEY COMPLY WITH ALL CITY CODE REQUIREMENTS. I AM NOT ADMINISTRATING THE WORK. REG. NO. 4352

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James Gerard Chauvin
Reg No. 4352
State of Louisiana
Registered Architect

2-28-2023

REV. 4-11-2023

2-28-23

Olde Orleans Designs
1795 N. Causeway Approach - Suite 200, Mandeville, LA 70471

1428 Carondelet St.-Residence
Orleans Parish, LA

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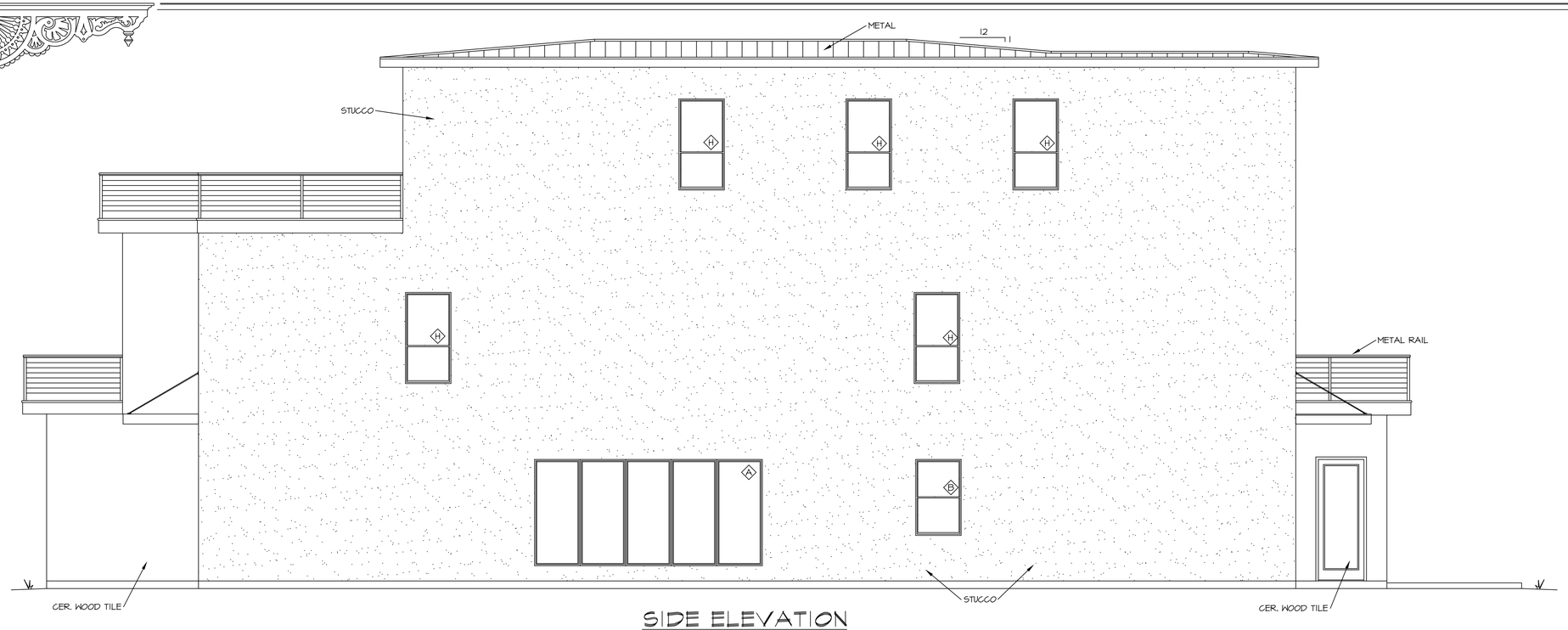


SIDE ELEVATION

SCALE : 1/4" = 1'-0"

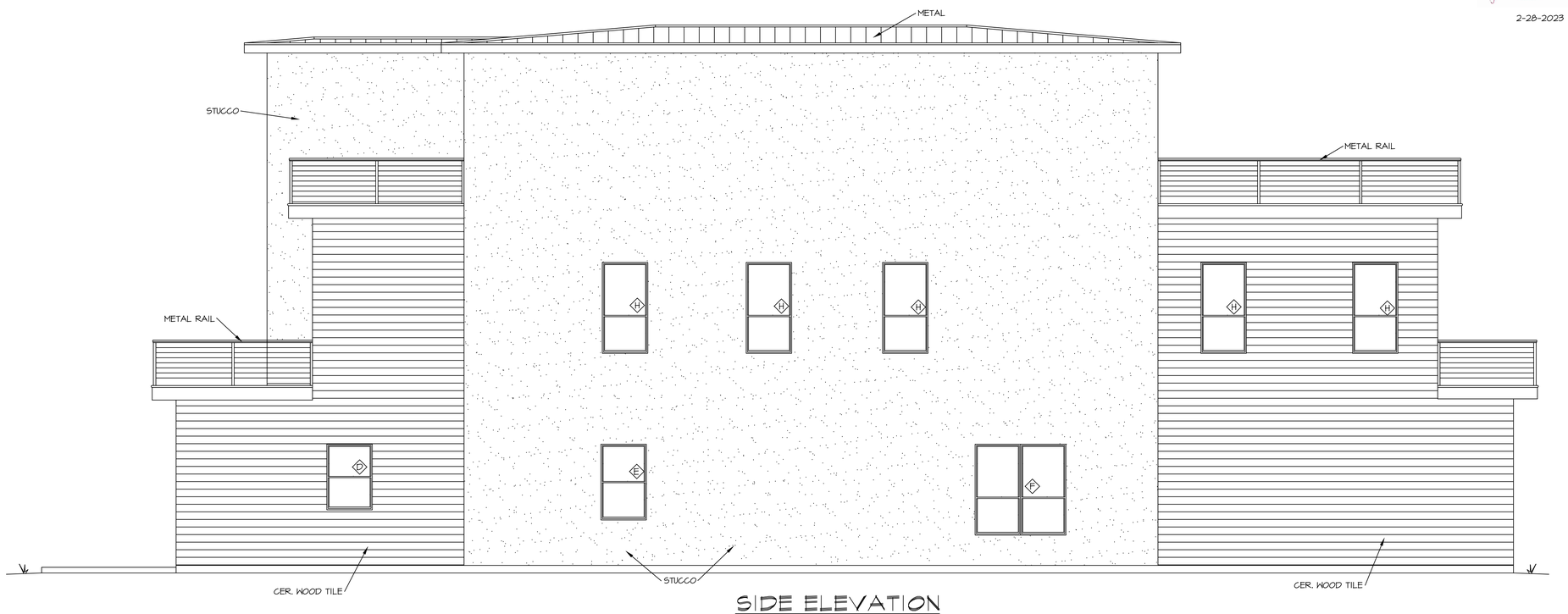
ENERGY EFFICIENCY CERTIFICATE :
A PERMANENT CERTIFICATE SHALL BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL. THE CERTIFICATE SHALL E COMPLETED BY THE BUILDER. THE CERTIFICATE SHALL LIST THE PREDOMINANT R VALUES OF INSULATION INSTALLED IN OR ON CEILING/ROOF, WALLS, CRAWLSPACE WALL AND OR FLOOR AND DUCTS OUTSIDE CONDITIONED SPACES; U FACTORS FOR FENESTRATION; AND THE SOLAR HEAT GAIN COEFFICIENT (SHGC) OF FENESTRATION. WHERE THERE IS MORE THAN ONE VALUE FOR EACH COMPONENT, THE CERTIFICATE SHALL LIST THE VALUE COVERING THE LARGEST AREA. THE CERTIFICATE SHALL LIST THE TYPE AND EFFICIENCY OF HEATING, COOLING AND SERVICE WATER HEATING EQUIPMENT.

HEATING & COOLING EQUIPMENT :
HEATING AND COOLING EQUIPMENT SHALL BE SIZED BASED ON BUILDING LOADS CALCULATED IN ACCORDANCE WITH ACCA MANUAL J OR OTHER APPROVED HEATING AND COOLING CALCULATION METHODOLOGIES.

GLAZING ENERGY EFFICIENCY :
ALL FENESTRATION PRODUCTS (WINDOWS, DOORS & SKYLIGHTS) SHALL BEAR A LABEL FROM THE MANUFACTURER CERTIFYING THE U-FACTOR AND SHGC (SOLAR HEAT GAIN COEFFICIENT) FOR THE GLAZING. IRC N1102.1.

James Gerard Chauvin
Reg. No. 43574
STATE OF LOUISIANA
REGISTERED ARCHITECT

2-28-2023



SIDE ELEVATION

SCALE : 1/4" = 1'-0"

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Orleans Parish, LA

A-2
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SAFETY GLAZING REQUIRED

SAFETY GLAZING SHALL BE PROVIDED AT ALL HAZARDOUS LOCATIONS AS REQUIRED BY IRC 2021 R308.4. TO INCLUDE, BUT, NOT LIMITED TO THE FOLLOWING LOCATIONS.
SAFETY GLAZING TO BE PROVIDED IN SWINGING AND FIXED DOORS, FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BIFOLD DOOR ASSEMBLIES.
SAFETY GLAZING TO BE PROVIDED IN BATHROOM WINDOWS AND IN STAIRWAY WINDOWS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE STANDING OR WALKING SURFACE AND WITHIN 60" HORIZONTALLY OF A TUB, SHOWER OR SPA.
SAFETY GLAZING SHALL BE PROVIDED IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS, AND GLAZING IN INDIVIDUAL FIXED OR OPERABLE PANELS THAT ARE IN WALLS ENCLOSING STAIRWAY LANDINGS OR WITHIN 60 INCHES OF THE TOP OR BOTTOM OF STAIRWAYS WHERE THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE THE WALKING SURFACE OR WITHIN 60" HORIZONTALLY OF THE BOTTOM OF THE STAIRS AT A LANDING.

FIREPLACE & HEARTH

FACTORY-BUILT FIREPLACES SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CONDITIONS OF THE LISTING.
FACTORY-BUILT FIREPLACES SHALL BE TESTED IN ACCORDANCE WITH UL127.
HEARTH EXTENSIONS OF APPROVED FACTORY-BUILT FIREPLACES SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING OF THE FIREPLACE. THE HEARTH EXTENSION SHALL BE READILY DISTINGUISHABLE FROM THE SURROUNDING FLOOR AREA.

NOTES :

1. EXTERIOR WALL STUDS TO BE 2 x 4'S AT 16" O.C., UNLESS OTHERWISE NOTED.

2. INTERIOR WALL STUDS TO BE 2 x4'S AT 16" O.C., UNLESS OTHERWISE NOTED.

3. THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC BY 1/2" GWB APPLIED TO THE GARAGE SIDE. GARAGES BENEATH HABITABLE ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOM ABOVE BY NOT LESS THEN 5/8" FIRE RATED GWB. WHERE THE SEPARATION IS A FLOOR CEILING ASSEMBLY, THE STRUCTURE SUPPORTING THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THEN 1/2" GWB. IRC SECTION R302.6.

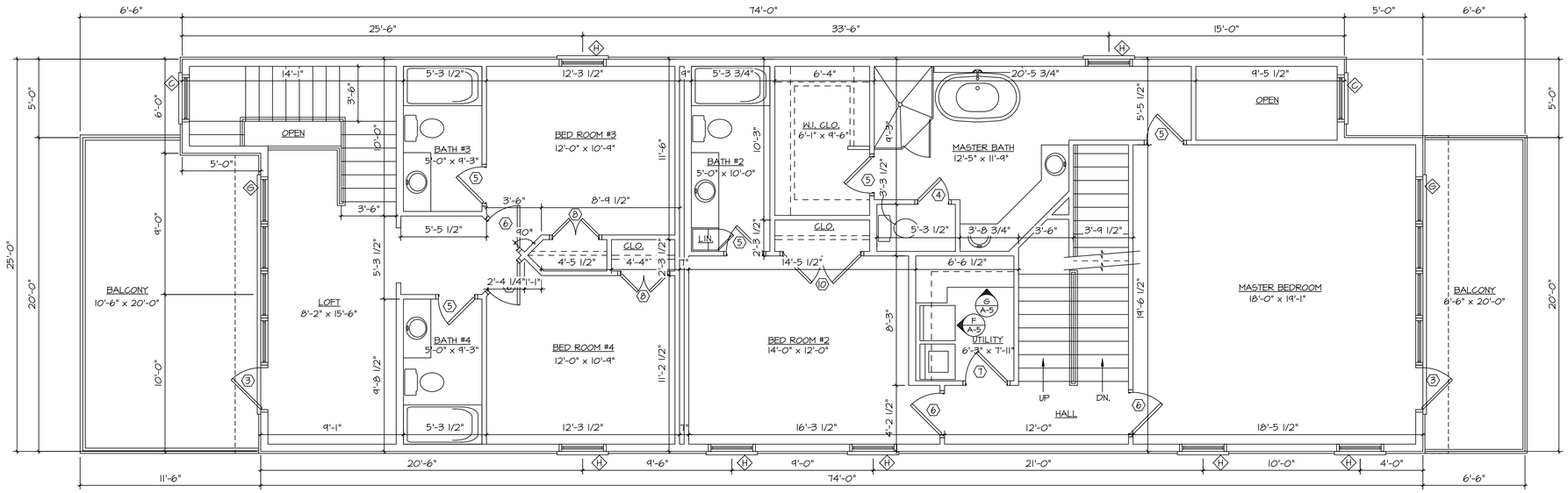
4. OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE EQUIPPED WITH EITHER SOLID WOOD DOORS NOT LESS THEN 1 3/8" THICK OR HONEYCOMB CORE STEEL DOOR NOT LESS THEN 1 3/8" THICK, OR A 20 MINUTE RATED DOOR EQUIPPED WITH A SELF CLOSING DEVICE. IRC SECTION R302.5.

5. ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.

6. ALL SLEEPING AREAS SHALL BE PROVIDED WITH AN APPROVED SMOKE ALARMS WIRED INTO THE BUILDING ELECTRICAL POWER SOURCE AND PROVIDED WITH A BATTERY BACKUP. IRC SECTION R314.

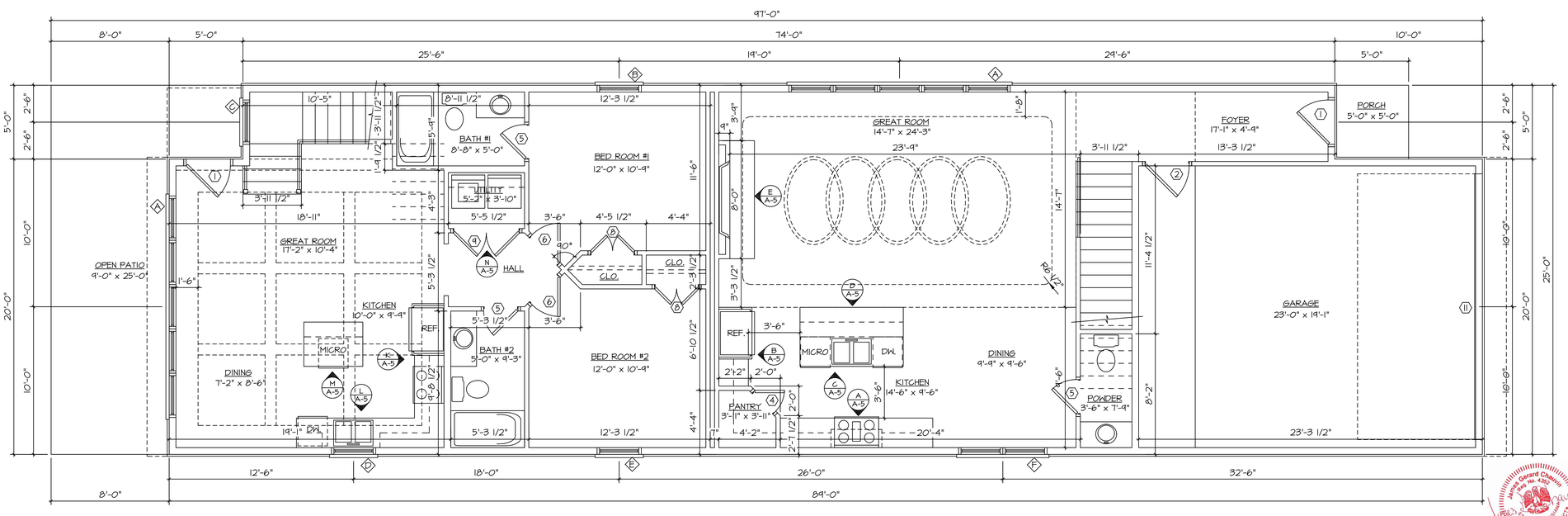
7. CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES. IRC R315.

8. CHEMICAL TERMITICIDE TREATMENT TO PROVIDE PROTECTION AGAINST SUBTERRANEAN TERMITES SHALL INCLUDE SOIL TREATMENT AND/OR FIELD APPLIED WOOD TREATMENT IN COMPLIANCE WITH IRC 2021 SECTION 318.



SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"

2-28-2023

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Door Schedule

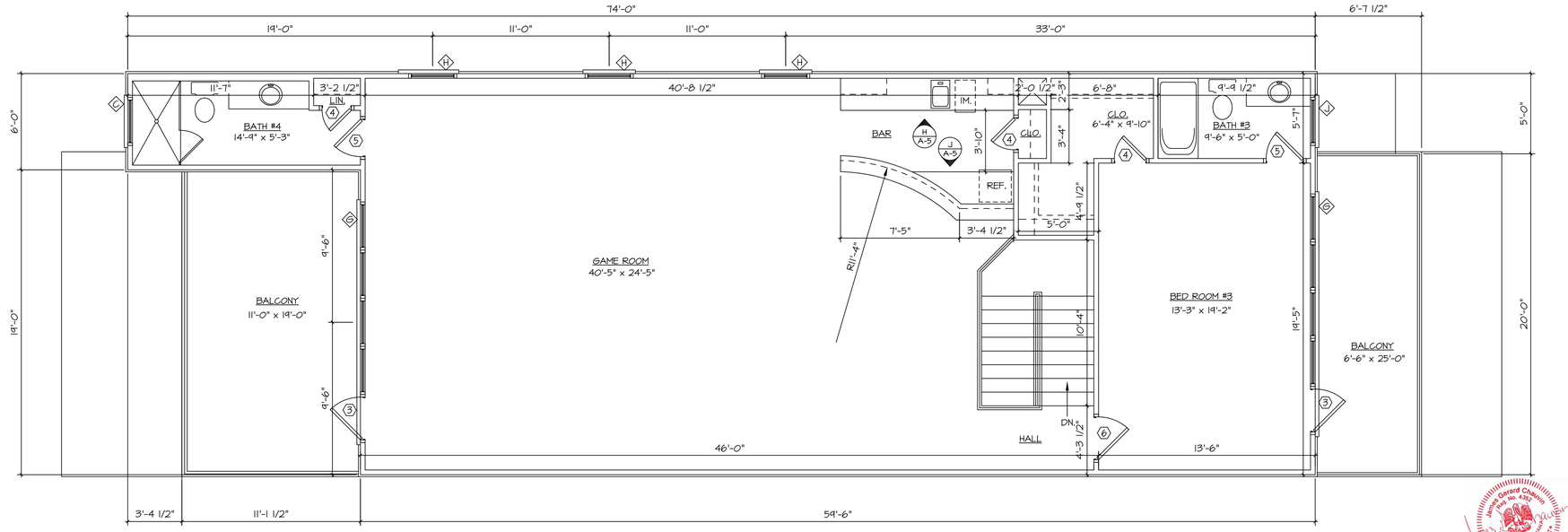
◇	size	description
1	3'0" x 8'0" x 1 3/4"	FULL GLASS WOOD ENTRY DOOR
2	3'0" x 8'0" x 1 3/4"	3 PANEL RATED DOOR
3	3'0" x 8'0" x 1 3/4"	FULL GLASS METAL DOOR
4	2'0" x 8'0" x 1 3/8"	3 PANEL MASONITE DOOR
5	2'4" x 8'0" x 1 3/8"	3 PANEL MASONITE DOOR
6	2'8" x 8'0" x 1 3/8"	3 PANEL MASONITE DOOR
7	3'0" x 8'0" x 1 3/8"	3 PANEL MASONITE DOOR
8	3'0" x 8'0" x 1 3/8"	PAIR-3 PANEL MASONITE DOORS
9	4'6" x 8'0" x 1 3/8"	PAIR-3 PANEL MASONITE DOORS
10	5'0" x 8'0" x 1 3/8"	PAIR-3 PANEL MASONITE DOORS
11	18'0" x 8'0" x 1 3/8"	GARAGE DOOR WITH OPENER

Window Schedule

◇	dimensions				description
	sash opening	rough opening			
		head	width	height	
A	3'0" x 7'0"	8'0"	QUINTPL		FIXED GLASS
B	3'0" x 5'0"	8'0"			1/1 SINGLE HUNG
C	2'6" x 7'0"	8'0"			FIXED GLASS
D	3'0" x 4'4"	8'0"			1/1 SINGLE HUNG
E	3'0" x 5'0"	8'0"			1/1 SINGLE HUNG
F	3'0" x 6'0"	8'0"	DBL		1/1 SINGLE HUNG
G	3'0" x 7'0"	8'0"	QUDRUPL		FIXED GLASS
H	3'0" x 6'0"	8'0"			1/1 SINGLE HUNG
J	2'6" x 4'6"	8'0"			FIXED GLASS

WINDOW NOTES :

1. ALL WINDOWS TO BE VINYL, DIVIDED LIGHT UNLESS NOTED OTHERWISE.
2. ALL GLAZING IN WET AREAS SHALL BE TEMPERED.
3. WINDOWS INSTALLED IN BATHTUB ENCLOSURES LESS THAN 60" FROM THE FLOOR REQUIRE SAFETY GLAZING IN ACCORDANCE WITH SECTION R308.4.5 OF THE IRC 2015 ED.
4. GLAZING IN WALLS, ENCLOSURES OR FENCES CONTAINING OR FACING HOT TUBS, SPAS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS, SHOWERS AND INDOOR AND OUTDOOR SWIMMING POOLS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" INCHES MEASURED VERTICALLY ABOVE ANY STANDING OR WALKING SURFACE SHALL BE CONSIDERED A HAZARDOUS LOCATION. SEC. R308.4.5 IRC 2015 ED.



THIRD FLOOR PLAN

SCALE : 1/4" = 1'-0"

2-28-2023

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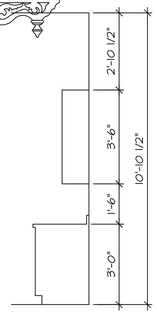
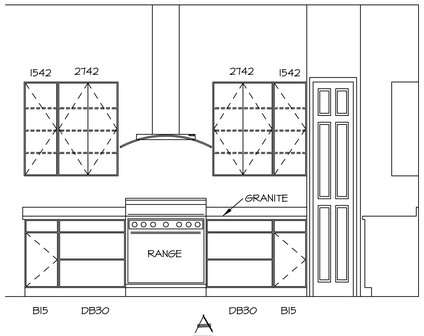
A-4
9





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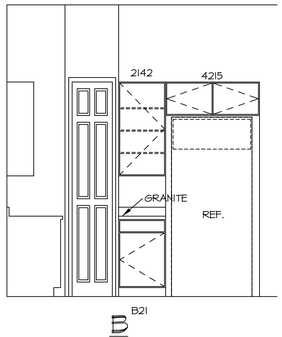

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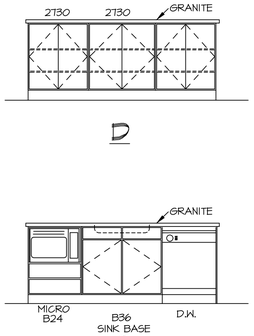

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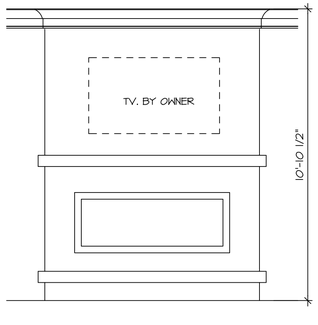

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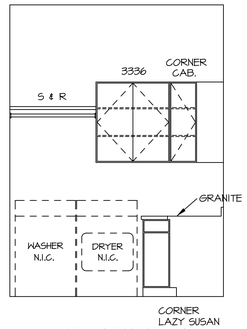
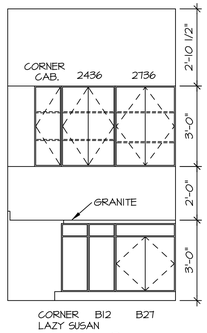


F-UTILITY

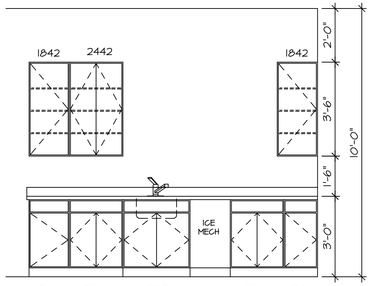


G

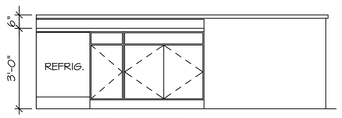
CABINET DET. KITCHEN ELEVATIONS

SCALE : 3/8" = 1'-0"

SCALE : 3/8" = 1'-0"



H-BAR



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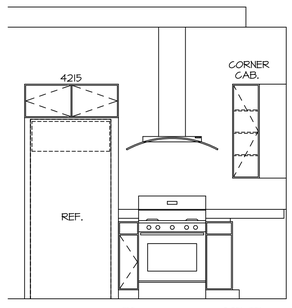

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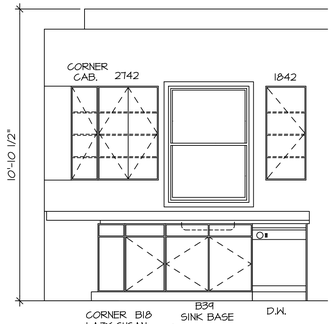

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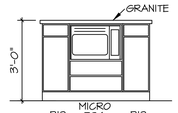

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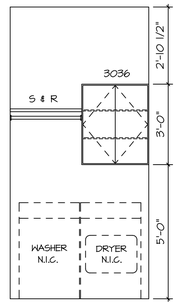

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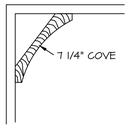
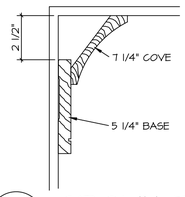


1 A-5 CROWN DETAIL

SCALE : 3" = 1'-0"



2 A-5 CROWN DETAIL

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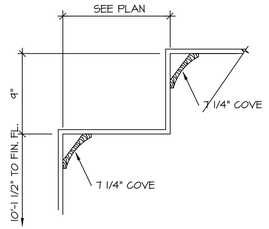
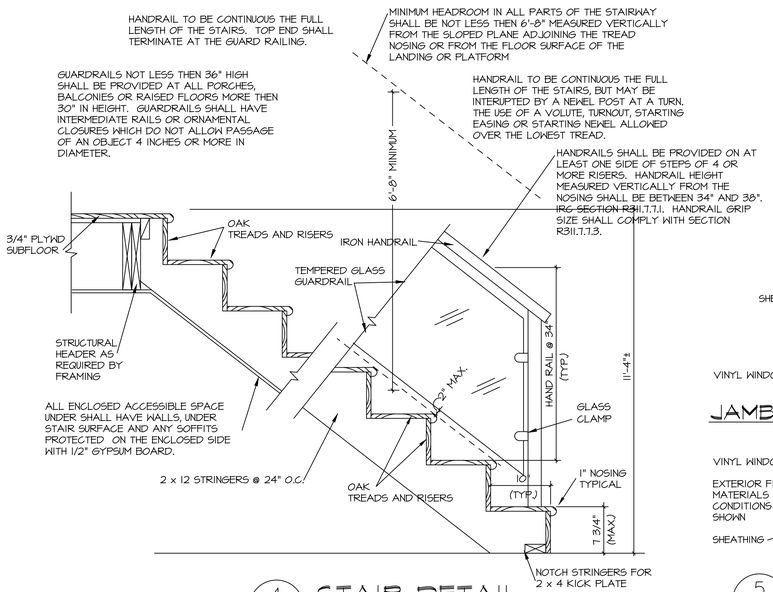


3 A-5 CEILING DETAIL

SCALE : 1 1/2" = 1'-0"



4 A-5 STAIR DETAIL

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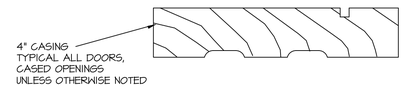
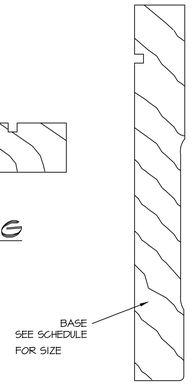


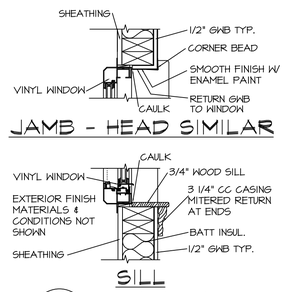
TYPICAL CASING

SCALE : FULL SCALE



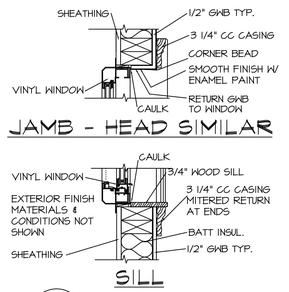
TYPICAL BASE

SCALE : FULL SCALE



5 A-5 TRIM DET.

SCALE : 1 1/2" = 1'-0"



6 A-5 TRIM DET.

SCALE : 1 1/2" = 1'-0"

Finish Schedule

room	floor	base	walls	ceiling	ceil. ht.	window trim	remark
Apt. #1							
FOYER	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	22'-8"		SEE DET. 2/A-5
KITCHEN	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 2/A-5
DINING RM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 2/A-5
GREAT RM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	6/A-5	SEE DET. 3/A-5
POWDER	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
UTILITY RM #1	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	
STAIR	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	VARIES		SEE DET. 4/A-5
BEDROOM #2	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 1/A-5
BATH #2	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
HALL	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 1/A-5
M. BEDROOM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	6/A-5	SEE DET. 2/A-5
MST. BATH	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	SEE DET. 1/A-5
M. CLOSETS	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
GAMEROOM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"	6/A-5	SEE DET. 1/A-5
BEDROOM #3	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"	5/A-5	SEE DET. 1/A-5
BATH #3	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"		
BATH #4	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"		
CLOSETS	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"		
GARAGE	CONC.			GYP.BD.	10'-10 1/2"		
BALCONIES	COMP.WD.			VINYL BD.	10'-0"		
Apt. #2							
KITCHEN	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 2/A-5
DINING RM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		SEE DET. 2/A-5
GREAT RM	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	6/A-5	SEE DET. 2/A-5
UTILITY RM	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	
BEDROOM #1	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	SEE DET. 1/A-5
BATH #1	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
BEDROOM #2	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	SEE DET. 1/A-5
BATH #2	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
STAIR	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	VARIES		SEE DET. 4/A-5
LOFT	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-0"	6/A-5	SEE DET. 1/A-5
BEDROOM #3	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	SEE DET. 1/A-5
BATH #3	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
BEDROOM #4	WOOD	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"	5/A-5	SEE DET. 1/A-5
BATH #4	CER. TILE	7 1/4" MDF	GYP.BD.	GYP.BD.	10'-10 1/2"		
OPEN PATIO	CONC.						
BALCONY	COMP.WD			VINYL BD.	10'-10 1/2"		

FINISH NOTES :

1. DRYWALL - WALLS AND CEILINGS TO BE TAPED AND FLOATED WITH A "LIGHT ORANGE PEEL" FINISH. WATERPROOF GYP. BD. TO BE USED AT DAMP LOCATIONS AND IN SHOWER AND TUB ENCLOSURES TO CEILING.
2. PAINT - WALL AND CEILING PAINT TO BE TO BE FLAT LATEX. TRIM PAINT TO BE SEMI-GLOSS LATEX ENAMEL.

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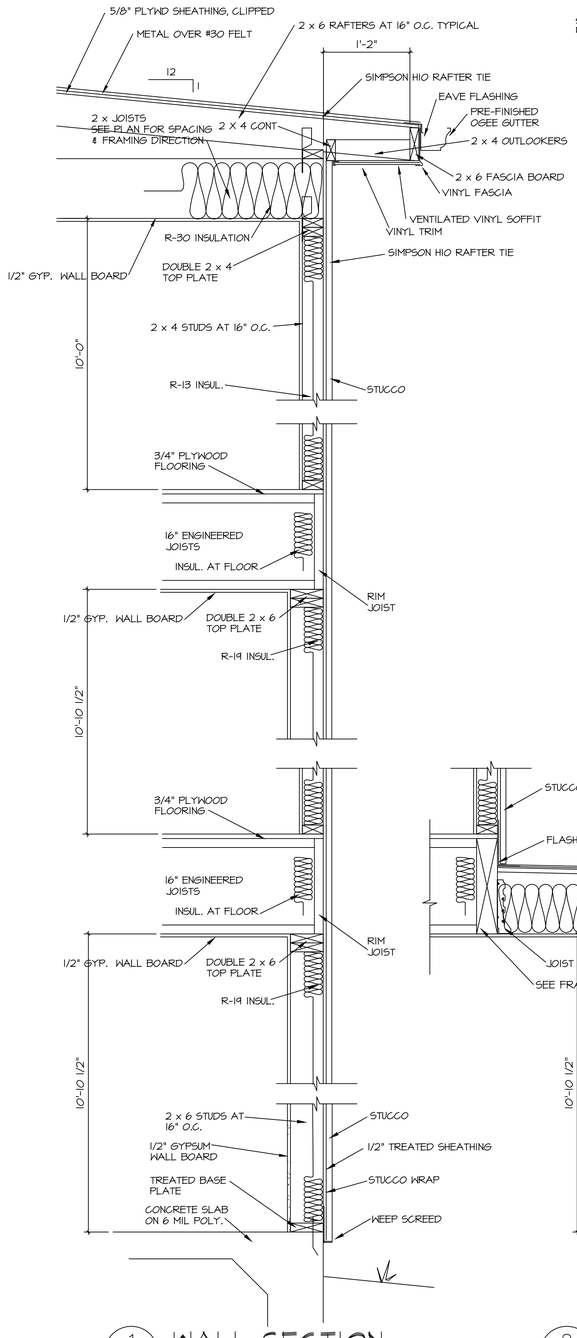
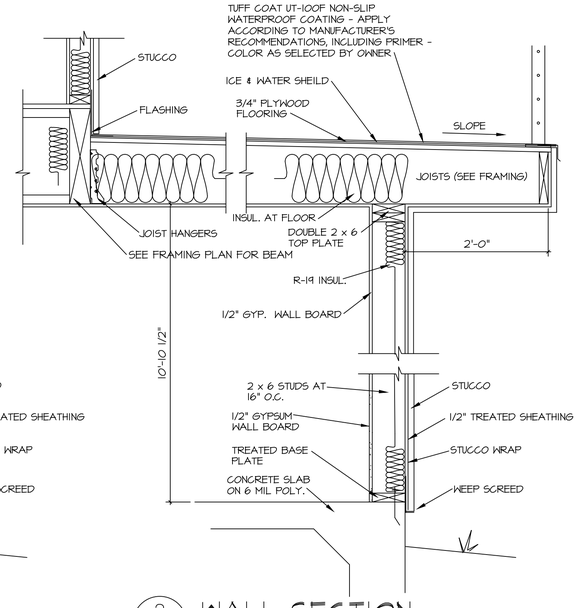


1 A-5 WALL SECTION

SCALE : 1" = 1'-0"



2 A-5 WALL SECTION

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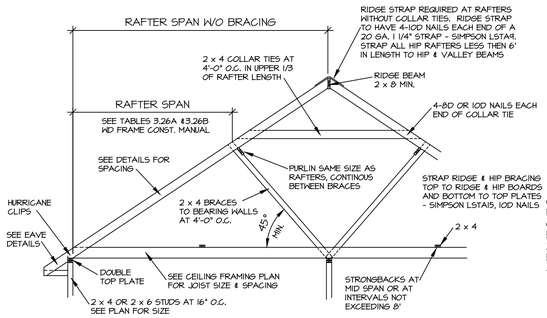
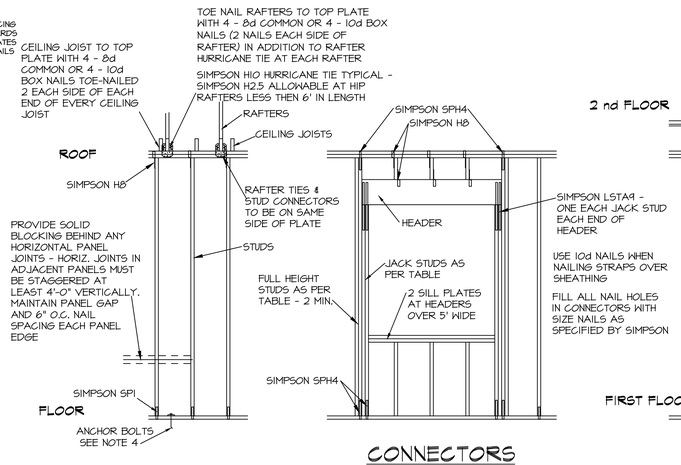


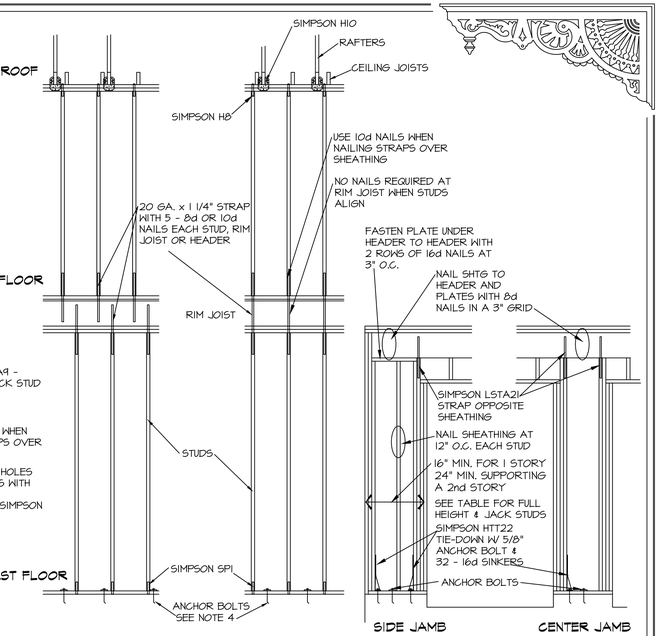
TYPICAL ROOF FRAMING

SCALE : N.T.S. © 2006, David Ranglack, Architect, LLC



CONNECTORS

CONNECTOR NUMBERS ARE BY SIMPSOM STRONG-TIE. CONNECTORS BY OTHER MANUFACTURERS MY BE SUBSTITUTED FOR THOSE ABOVE ONLY IF PROVEN TO BE OF EQUAL OR GREATER CAPACITY AND OF SAME CORROSION RESISTANCE.



GARAGE DOOR PORTAL FRAME

SIMPSON HOLDDOWNS REQUIRED AT GARAGE DOORS OPENINGS AND OTHER LOCATIONS WHERE SHOWN ON FRAMING PLAN - SIMPSON HDU4-SDS2.5, INSTALLED WITH 10 SDS SCREWS, MAY REPLACE THE HTT16.

STUCCO :

1. STUCCO SHALL BE CONVENTIONAL PORTLAND CEMENT, INSTALLED OVER METAL LATH AND WATERPROOF MEMBRANE, FOR FIRST TWO COATS (SCRATCH AND BROWN COATS). THIRD AND FINAL COAT SHALL BE OF ELASTOMERIC MATERIAL, WITH SELECTED COLOR INTEGRATED INTO MATERIAL PRIOR TO APPLICATION. EXPANSION AND CONTROL JOINTS TO BE IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND STANDARD INDUSTRY PRACTICE.

COLUMN UPLIFT CONNECTOR :
TIE MAX COLUMN TIE DOWN ALL COLUMNS. INSTALL USING THE TIE MAX RECOMMENDATIONS. SET TIE MAX 5/8" TM HDG EDGE BOLT EMBED BEFORE POURING CONCRETE, . FASTEN TO THE TM 1/2" ZINC ROD USING TM 5/8" HDG to 1/2" ZINC COUPLER. RUN ROD THRU 1/2" SPACE BETWEEN TOP OF BEAMS AND FASTEN TO TOP OF BEAM OR GABLE WALL TOP PLATE WITH 3X3X1/4" HDG TM WASHER AND TM NUT.
ALTERNATE CONNECTOR : SIMPSON SSTRI/2 HOLLOW COLUMN UPLIFT CONNECTOR, INSTALL ACCORDING TO SIMPSON RECOMMENDATIONS.

HOUSE WRAP / STUCCO WRAP

AN ICC APPROVED HOUSE WRAP AND/OR STUCCO WRAP WATER RESISTANT BARRIER TO BE INSTALLED BEHIND THE EXTERIOR VENEER. STUCCO WRAP TO BE INSTALLED WITH THE DRAINAGE GROOVES VERTICAL. WRAP TO BE INSTALLED PLUMB. FASTEN TO SHEATHING WITH LARGE HEAD NAILS OR NAILS WITH LARGE PLASTIC WASHER HEADS. FASTENERS TO BE SPACED 6" TO 18" APART ON VERTICAL AND HORIZONTAL STUD LINES. VERTICAL OVERLAP TO BE 6" TO 8". SEAL WRAP TO BOTTOM OF SILL PLATE WITH CAULK OR FLASHING TAPE. LAP 6" AND TAPE OR CAULK OVER METAL DRIP EDGE AT STUCCO. UPPER LAYER OF WRAP SHOULD OVERLAP BOTTOM LAYER BY A MINIMUM OF 6". ALL HORIZONTAL AND VERTICAL SEAMS, RIPS, TARES AND PENETRATIONS TO BE SEALED WITH APPROVED TAPE. UNROLL OVER WINDOW AND DOOR OPENINGS, PREPARE AND FLASH OPENINGS ACCORDING TO WRAP MANUFACTURER'S GUIDELINES.

ROOFING NOTES :

SEAL ALL ROOF SHEATHING JOINTS WITH 4" WIDE (MIN.) SELF-ADHERING MODIFIED BITUMEN TAPE. SEAL AROUND ALL DECK PENETRATIONS WITH ROOF TAPE.

METAL DRIP EDGE REQUIRED AT EAVES AND RAKES.

UNDERLAYMENT, 30# ROOFING FELT OR CODE APPROVED UNDERLAYMENT, TO BE INSTALLED WITH A MINIMUM OF 6" OVERLAP ALL AROUND. NAIL WITH CORROSION RESISTANT NAILS AT 6" O.C. ALONG THE EDGES (R905.3.3.2, IRC 2021 REQUIRES FASTENERS NOT FURTHER APART THEN 36") AND NAILS AT 12" O.C. IN THE FIELD. STAPLES ARE NOT ACCEPTABLE.

STARTER STRIP, WITH SELF-SEALING ADHESIVE, TO BE INSTALLED AT ALL EAVES AND AT RAKES, SAME NAIL SPACING AS SHINGLES OR 6" O.C. MAX.

SHINGLES TO BE TESTED AND APPROVED UNDER THE ASTM D3161 STANDARD, MODIFIED TO 110 MPH. SHINGLES TO BE INSTALLED ACCORDING TO MANUFACTURERS RECOMMENDATIONS FOR HIGH WIND. SHINGLES TO BE NAILED WITH CORROSION RESISTANT NAILS. STAPLES ARE NOT ACCEPTABLE. NAILS TO BE DRIVEN PERPENDICULAR TO THE ROOF SURFACE AND THE NAIL HEAD TO BE FLUSH.

TREATED WOOD :

TREATED WOOD IS REQUIRED IN THE FOLLOWING LOCATIONS:

1. ALL LUMBER BELOW THE BASE FLOOD ELEVATION.
2. WOOD JOISTS OR THE BOTTOM OF A WOOD STRUCTURAL FLOOR WHEN CLOSER THAN 18" OR WOOD GIRDERS WHEN CLOSER THAN 12" TO THE EXPOSED GROUND IN CRAWL SPACES OR UNEXCAVATED AREA LOCATED WITHIN THE PERIPHERY OF THE EXPOSED GROUND.
3. ALL WOOD MEMBERS THAT REST ON CONCRETE OR MASONRY EXTERIOR FOUNDATION WALLS AND ARE LESS THAN 8" FROM THE EXPOSED GROUND.
4. SILLS AND SLEEPERS ON CONCRETE OR MASONRY THAT IS IN DIRECT CONTACT WITH THE GROUND.

WOOD STRUCTURAL OR FRAMING MEMBERS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH AHPA UI FOR PROTECTION FROM DEGAY.

FLASHING NOTES:

1. SHEET METAL : ALL SHEET METAL WORK SHALL COMPLY THE DESIGN AND INSTALLATION DETAILS AS PUBLISHED BY SMACNA (SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC.). WORK TO INCLUDE, BUT, NOT LIMITED TO GUTTERS, DOWN SPOUTS, EAVE FLASHING, VALLEY FLASHING, HIP AND RIDGE FLASHING, PARAPET WALL COPINGS, PARAPET WALL COVERINGS, ROOF PENETRATIONS, CHIMNEY, LEDGE AND WALL FLASHINGS.

2. FLASHING : APPROVED CORROSION-RESISTIVE FLASHING SHALL BE PROVIDED IN THE EXTERIOR WALL ENVELOPE IN SUCH A MANOR AS TO PREVENT ENTRY OF WATER INTO THE WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING COMPONENTS. THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH AND SHALL BE INSTALL TO PREVENT WATER FROM REENTERING THE EXTERIOR WALL ENVELOPE.
APPROVED CORROSION-RESISTIVE FLASHING SHALL BE INSTALLED AT ALL OF THE FOLLOWING LOCATIONS. 1. AT TOP AND PERIMETER OF ALL EXTERIOR WINDOW AND DOOR OPENINGS IN SUCH A MANOR AS TO BE LEAKPROOF. 2. AT THE INTERSECTION OF CHIMNEYS OR OTHER MASONRY CONSTRUCTION WITH FRAME OR STUCCO WALLS, WITH PROJECTING LIPS ON BOTH SIDES UNDER STUCCO COPINGS. 3. UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS. 4. CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM. 5. WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD-FRAME CONSTRUCTION. 6 AT WALL AND ROOF INTERSECTIONS. 7. AT BUILT-IN GUTTERS.

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FRAMING NOTES :

1. ALL WOOD FRAMING, FABRICATION AND ERECTION SHALL CONFORM TO THE WIND AND FLOOD MITIGATION REQUIREMENTS OF THE 2021 INTERNATIONAL RESIDENTIAL CODE AS WELL AS THOSE REQUIRED BY FEMA. UPLIFT RESISTANCE IS REQUIRED AND SHALL BE CONTINUOUS FROM THE FOUNDATION TO THE ROOF.

2. LUMBER USED FOR JOISTS, RAFTERS & BEAMS SHALL BE #2 KD SOUTHERN YELLOW PINE. STUDS SHALL BE STUD GRADE OR STANDARD KD SOUTHERN YELLOW PINE. ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE TREATED. ALL CONNECTORS, ANCHORS AND FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD TO BE OF GREATER CORROSION RESISTANCE THEN STANDARD GALVANIZED CONNECTORS AND FASTENERS. CORROSION RESISTANCE TO BE APPROPRIATE FOR THE TYPE OF PRESSURE TREATMENT OF THE LUMBER USED.

3. ANCHOR BOLTS TO SLAB SHALL BE A MINIMUM OF 5/8" DIAMETER, MINIMUM OF 7" EMBEDMENT, WITH 3" x 3" x 1/8" WASHERS. A MINIMUM OF ONE ANCHOR SHALL BE WITHIN 6" TO 12" OF EACH END OF EACH PLATE AND WITHIN 12" OF ALL CORNERS. MAXIMUM ANCHOR BOLT SPACING ON EXTERIOR WALLS SHALL BE 30". A TIE MAX ANCHOR MAY REPLACE ONE ANCHOR BOLT. MAXIMUM ANCHOR SPACING ON INTERIOR BEARING WALLS SHALL BE 3'-0". AT TWO STORY INTERIOR SHEAR WALLS MAXIMUM ANCHOR SPACING SHALL BE 30" AS INDICATED ON FRAMING PLAN.

4. PROVIDE LATERAL SUPPORT FOR FLOOR JOISTS AT ENDS AND BRIDGING OR BLOCKING AT INTERVALS IN THEIR SPAN NOT TO EXCEED 8 FEET. PROVIDE DOUBLE JOISTS AT ALL PARALLEL WALLS AND SOLID BLOCKING OVER BEARING WALLS.

5. SUBFLOOR - PLYWD OR OSB, APA RATED 48/24, 23/32" THICK (3/4" NOM.), TONGUE & GROVE AND IS TO BE GLUED AND NAILED. NAILS TO BE EITHER 8d COMMON OR 10d BOX NAILS. SUBFLOORING TO BE NAILED AT 6" O.C. AT EDGES AND AT 12" O.C. IN THE CENTER OF THE SUBFLOOR PANELS AT EACH JOIST.

6. ROOF SHEATHING - PLYWD OR OSB, APA RATED, 19/32" THICK (5/8" NOM.). PROVIDE CLIPS AT UNSUPPORTED EDGES BETWEEN ROOF RAFTERS. NAILS TO BE EITHER 8d COMMON OR 10d BOX NAILS. MAXIMUM SPACING FOR SHEATHING NAILING WITHIN 4' OF EXTERIOR WALLS, RIDGES OR HIPS TO BE 6' O.C. AT SHEATHING EDGES AND AT EACH RAFTER. ALL OTHER SHEATHING TO BE NAILED AT 6" O.C. AT EDGES AND AT 12" O.C. IN THE CENTER OF THE SHEATHING PANELS. SHEATHING AT GABLE RAKES SHALL BE NAILED AT 4" O.C. AT OUTLOOK BLOCK AND AT SOLID BLOCKING OVER GABLE STUD TOP PLATE.

7. WALL SHEATHING - PLYWD OR OSB, APA RATED, 15/32" THICK (1/2" NOM.). ON ALL EXTERIOR WALLS FROM SILL PLATE TO UNDERSIDE OF RAFTERS. PROVIDE SOLID BLOCKING AT ALL HORIZONTAL PANEL EDGES OF SHEATHING. ALL VERTICAL EDGES TO BE ON STUDS. NAILS TO BE EITHER 8d COMMON OR 10d BOX NAILS. SHEATHING TO BE NAILED AT 6" O.C. AT ALL EDGES AND AT 12" O.C. IN THE CENTER OF THE SHEATHING PANELS AT EACH STUD. HOLDDOWNS AND ALL RELATED ACCESSORIES (NUTS, WASHERS, ETC.) SHALL BE AT LOCATIONS AS SHOWN ON FRAMING PLAN AND IN DETAILS.

8. JOIST HANGERS SHALL BE 16 GA., TYPE "U" AS MANUFACTURED BY SIMPSON STRONG TIES CO. INSTALL IN STRICT ACCORDANCE WITH THE MANUFACTURE'S SPECIFICATIONS. USE JOIST HANGERS FOR JOISTS AND BEAMS WHICH FRAME TO BEAMS AT THE SAME ELEVATION. JOIST HANGERS SHALL BE SAME SIZE AS THE MEMBER SUPPORTED.

9. PROVIDE STUD POSTS MADE UP OF MULTIPLE STUDS BENEATH END BEARING OF BEAMS. NAIL EACH STUD TO THE ADJACENT STUD IN THE POST WITH 16d NAILS AT 12" O.C., ON STUD CENTERLINE AND WITHIN 3" OF EACH END. CUT STUDS CAREFULLY TO INSURE FULL AND COMPLETE BEARING ON BOTH TOP AND BOTTOM.

10. COORDINATE FRAMING WITH HVAC DUCTS, ELECTRICAL AND PLUMBING REQUIREMENTS.

11. BORED HOLES SHALL BE 2" CLEAR FROM TOP OR BOTTOM EDGES OF JOIST, NOT LARGER THEN 1 1/4" DIA. AND NOT IN THE MIDDLE OF A SPAN.

12. STRAP ALL STUDS CUT AWAY FOR PLUMBING WITH 1 1/2" WIDE, NO. 24 GAUGE GALVANIZED STRAPS, 18" LONG, BOTH SIDES OF WALL, SPIKED TO PLATES.

13. PROVIDE CURTAIN BLOCKING AT ALL WINDOWS. PROVIDE BLOCKING FOR CABINETS, TOWEL BARS AND FIXTURES AS REQUIRED.

14. FIREBLOCKING IS REQUIRED BETWEEN STORIES AND AT THE TOP STORY AND ROOF SPACE. BLOCKING IS ALSO REQUIRED IN CONCEALED SPACES IF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES AND PARALLEL ROWS OF STUDS, OR STAGGERED STUDS, VERTICALLY AT THE CEILING AND FLOOR LEVELS, AND HORIZONTALLY AT INTERVALS NOT EXCEEDING 10'. BLOCKING REQUIRED IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN. ALSO REQUIRED AROUND VENTS, PIPES AND DUCTS AT CEILING AND FLOOR LEVEL, WITH AN APPROVED MATERIAL. PENETRATIONS OF THE FIREBLOCKING SHALL BE PACKED WITH ACCEPTABLE FIREBLOCKING MATERIAL. IRC R602.8

15. DOUBLE TOP PLATES SHALL BE PROVIDED AT THE TOP OF ALL WALLS. DOUBLE TOP PLATES SHALL OVERLAP AT CORNERS AND AT INTERSECTIONS WITH OTHER EXTERIOR OR INTERIOR WALLS. DOUBLE TOP PLATES AT EXTERIOR WALLS SHALL BE LAP SPLICED WITH ENDS JOINTS OFFSET A MINIMUM OF 8'. NAIL PLATES TOGETHER AT THE SPLICE WITH 2 - 16d NAILS EVERY 12" FOR THE ENTIRE SPLICE.

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HEADER SCHEDULE

EXTERIOR WALLS		INTERIOR WALLS	
EXTERIOR WALLS MIN. HEADER SIZE	SPAN (CLEAR OPENING)	LOAD BEARING INTERIOR WALLS MIN. HEADER SIZE	SPAN (CLEAR OPENING)
2 - 2 x 4	4'-7"	2 - 2 x 4	4'-7"
2 - 2 x 6	5'-6"	2 - 2 x 6	5'-6"
2 - 2 x 8	6'-1"	2 - 2 x 8	6'-7"
2 - 2 x 10	6'-8"	2 - 2 x 10	8'-1"
2 - 2 x 12	7'-1"	2 - 2 x 12	9'-5"
3 - 2 x 8	7'-5"	3 - 2 x 8	8'-4"
3 - 2 x 10	8'-3"	3 - 2 x 10	10'-2"
3 - 2 x 12	8'-8"	3 - 2 x 12	11'-9"
3 1/2" x 9 1/2" PARALAM	10'-2"	3 1/2" x 9 1/2" PARALAM	12'-1"
3 1/2" x 11 7/8" PARALAM	11'-9"	3 1/2" x 11 1/4" PARALAM	13'-10"
3 1/2" x 14" PARALAM	12'-6"	3 1/2" x 14" PARALAM	14'-4"
3 1/2" x 16" PARALAM	13'-9"	3 1/2" x 16" PARALAM	15'-9"
3 1/2" x 18" PARALAM	18'-0"	3 1/2" x 18" PARALAM	18'-0"

ABOVE SIZES TO BE USED UNLESS OTHERWISE NOTED ON THE FRAMING PLAN.
BASED ON #2 KD SOUTHERN PINE - WOOD FRAME CONSTRUCTION MANUAL, 2001 EDITION
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HEADER STUD SCHEDULE

NO. OF STUDS FOR EACH END OF HEADERS	HEADER SPAN (CLEAR OPENING)							
	2'-0"	4'-0"	6'-0"	8'-0"	10'-0"	12'-0"	14'-0"	16'-0"
FULL HEIGHTS STUDS	1	2	3	3	4	5	6	6
EXT. WALL - JACK STUDS Supporting Roof & Ceiling	1	1	2	2	3	3	4	4
EXT. WALL - JACK STUDS Supporting Roof, Ceiling & One Floor	1	2	2	3	4	4	5	5
INTERIOR BEARING WALL FULL HEIGHT STUDS Supporting One Floor	1	1	2	2	2	3	3	3
INTERIOR BEARING WALL JACK STUDS Supporting One Floor	1	1	2	2	3	3	4	4

ABOVE SIZES TO BE USED UNLESS OTHERWISE NOTED ON THE FRAMING PLAN.
STUD GRADE OR BETTER KD SOUTHERN PINE - WOOD FRAME CONSTRUCTION MANUAL
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HIP & VALLEY BEAMS

BEAM SIZE	MAXIMUM UNSUPPORTED SPAN
1 - 2 x 6	8'-6"
2 - 2 x 6	11'-4"
2 - 2 x 8	14'-2"
2 - 2 x 10	17'-0"
3 - 2 x 12	19'-10"
4 - 2 x 12	22'-8"

BASED ON #2 KD SOUTHERN PINE
20 PSF LIVE LOAD, 10 PSF DEAD LOAD
WOOD FRAME CONSTRUCTION MANUAL
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ENGINEERED WOOD JOIST NOTES:

1. ENGINEERED WOOD JOISTS TO BE MANUFACTURED WITH ORIENTED STRAND BOARD WEBS, LAMINATED LUMBER FLANGES & WATERPROOF, STRUCTURAL ADHESIVES.

2. TRUSS JOISTS TO BE INSTALLED ACCORDING TO MANUFACTURERS RECOMMENDATIONS. THIS INCLUDES ALL BRACING, BLOCKING, SHEATHING, HANGERS, RIM JOISTS, RIM BOARDS AND STRUT LINES.

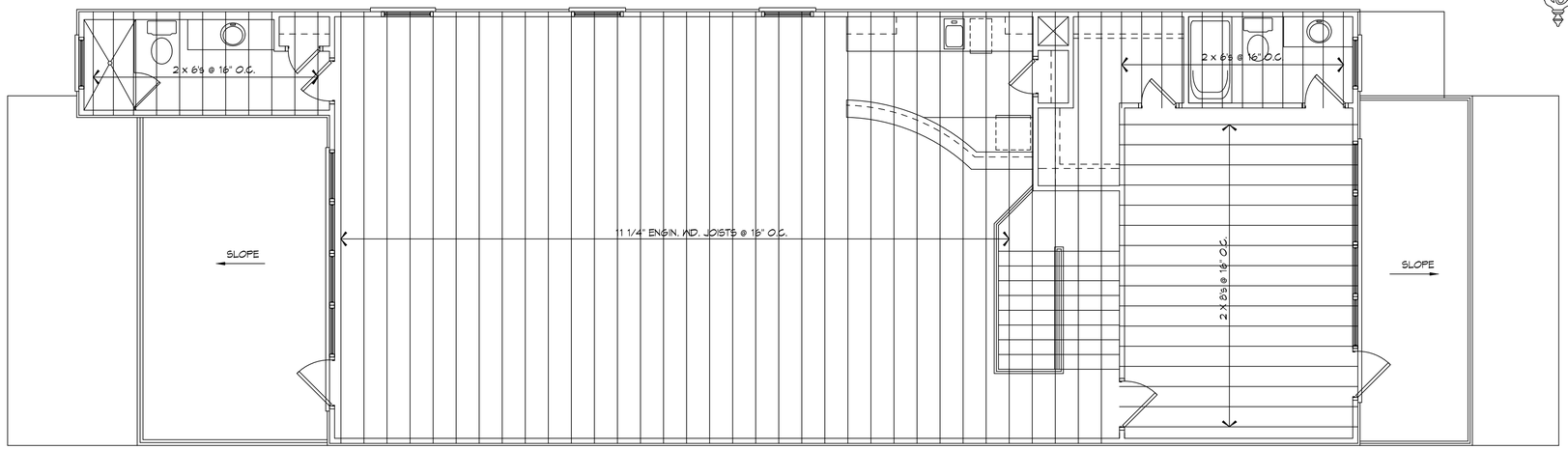
3. USE FRAMING ANCHORS AND HANGERS WHERE REQUIRED. NAIL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

4. JOISTS MUST BE LATERALLY SUPPORTED AT CANTILEVERS AND END BEARINGS BY BLOCKING PANELS, HANGERS OR DIRECT ATTACHMENT TO A RIM BOARD OR RIM JOIST.

5. HOLES IN WEBS ARE ALLOWED ACCORDING TO HOLE SIZE CHARTS AND END DISTANCES ALLOWED BY MANUFACTURER. DO NOT CUT OR NOTCH FLANGES.

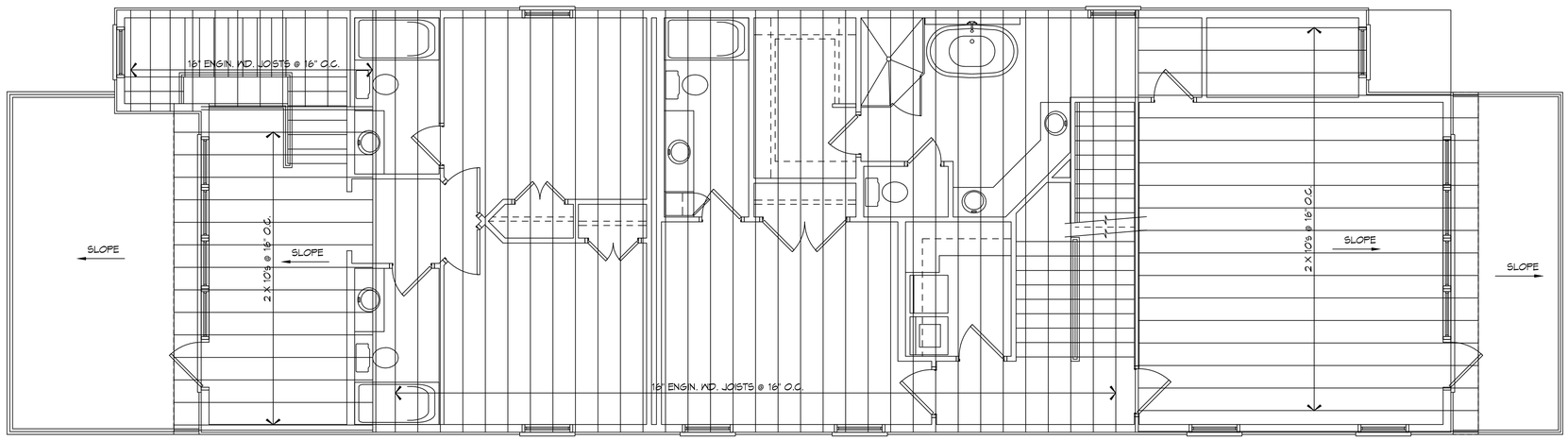
6 SLOPE CUT JOISTS ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

7. LAYOUT DRAWINGS ARE TO BE FURNISHED BY SUPPLIER. JOIST LAYOUT DRAWINGS TO BE STAMPED BY AN ENGINEER REGISTERED IN LOUISIANA.



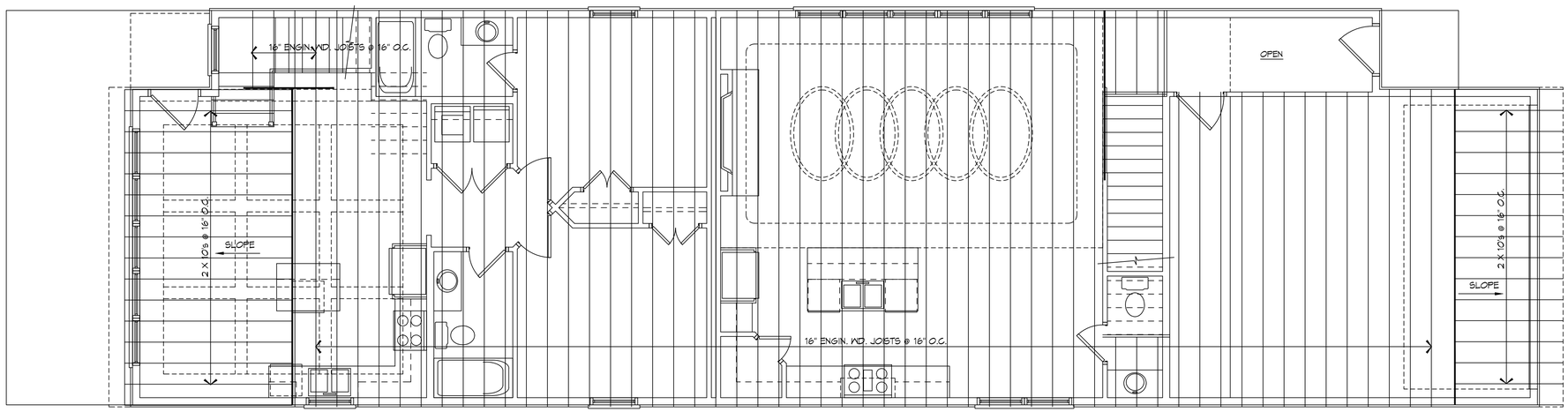
THIRD FLOOR CEILING FRAMING

SCALE : 1/4" = 1'-0"



2 ND FL. CLG. / 3 RD FL. FRAMING

SCALE : 1/4" = 1'-0"



1 st FL. CLG. / 2 nd FL. FRAMING

SCALE : 1/4" = 1'-0"

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NOTES :

1. ALL ELECTRIC WORK TO BE DONE UNDER NEC 2014.

2. PROVIDE ELECTRICAL AND/OR GAS, AS REQUIRED, FOR HOT WATER HEATERS, POWER VENTS & HVAC IN ATTIC.

3. PROVIDE ELECTRICAL FOR HVAC CONDENSERS, VERIFY LOCATION.

4. ALL SLEEPING AREAS SHALL BE PROVIDED WITH AN APPROVED SMOKE ALARMS WIRED INTO THE BUILDING ELECTRICAL POWER SOURCE AND PROVIDED WITH A BATTERY BACKUP. IRC SECTION R314.

5. CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES.

6. RECESSED FIXTURES - USE IC HOUSINGS IN INSULATED CEILINGS OR KEEP INSULATION A MINIMUM OF 3" FROM THE RECESSED HOUSING.

7. ALL BRANCH CIRCUITS SUPPLYING 125V, SINGLE PHASE, 15 AND 20 AMPERE OUTLETS INSTALLED IN DWELLING UNIT BEDROOMS BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER.

8. ALL EXTERIOR RECEPTACLES, RECEPTACLES OVER COUNTERTOPS, IN BATHROOMS & IN GARAGES TO BE GFI PROTECTED.

9. ALL OUTLETS TO BE TAMPERPROOF.

10. ELECTRICAL SYSTEMS, EQUIPMENT AND COMPONENTS, AND HEATING, VENTILATING, AIR CONDITIONING, AND PLUMBING APPLIANCES, PLUMBING FIXTURES, DUCT SYSTEMS, AND OTHER SERVICE EQUIPMENT SHALL BE LOCATED AT OR ABOVE THE REQUIRED FLOOD ELEVATION. IRC R322.

11. ELECTRICAL SYSTEMS, EQUIPMENT AND COMPONENTS, AND HEATING, VENTILATING, AIR CONDITIONING, SYSTEMS ARE PERMITTED TO BE LOCATED BELOW THE DESIGN FLOOD ELEVATION PROVIDED THEY CONFORM TO THE PROVISIONS OF THE ELECTRICAL CODE FOR WET LOCATIONS AND THE PROVISIONS OF IRC R322.1.6.

MECHANICAL NOTES :

1. THE GENERAL CONTRACTOR SHALL COORDINATE THE LOCATIONS OF ALL DUCT AND DEFUSER LOCATIONS, DRAINS, ETC. WITH ALL OTHER TRADES BEFORE FRAMING IS STARTED.

2. THE GENERAL CONTRACTOR SHALL REVIEW THE MECHANICAL SYSTEM FOR PLACEMENT OF UNITS AND DUCT RUNS, BEFORE INSTALLATION, AND SHALL PROVIDE REQUIRED FURR DOWNS AND CHASES AS PART OF THE CONTRACT.

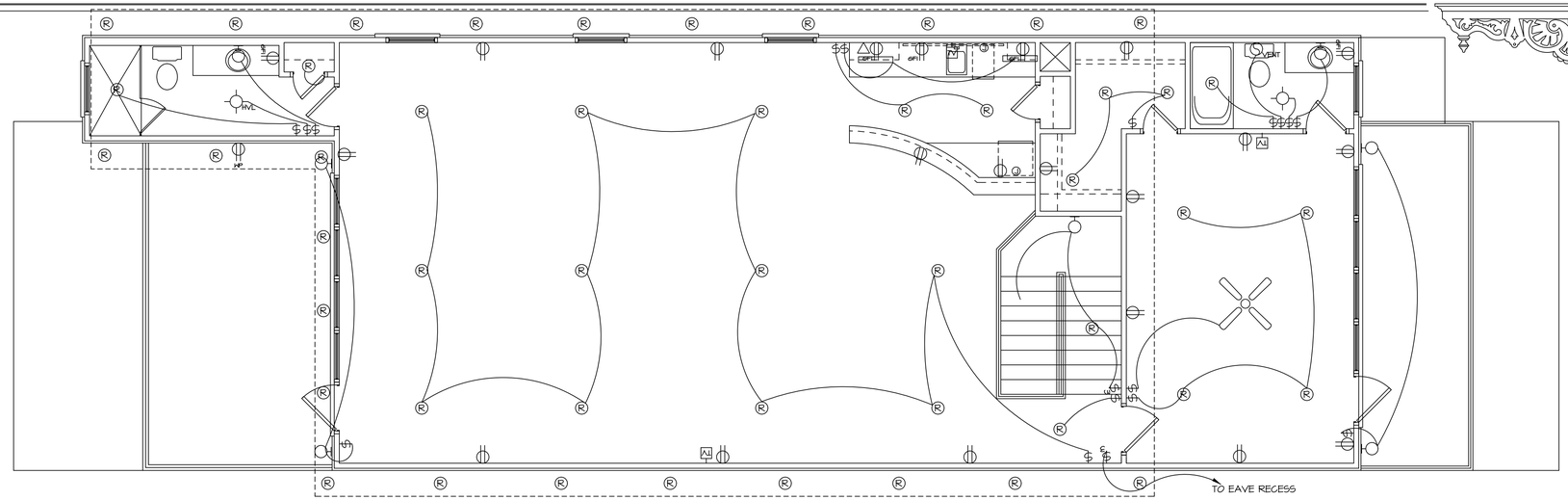
3. ARTIFICIAL LIGHT AND AN APPROVED MECHANICAL VENTILATION SYSTEM SHALL BE INSTALLED IN BATHROOMS, TOILET COMPARTMENTS AND SIMILAR ROOMS NOT PROVIDED WITH OPERABLE GLAZED AREAS. THE MINIMUM VENTILATION RATES SHALL BE 50 CUBIC FEET PER MINUTE FOR INTERMITTENT VENTILATION OR 20 CUBIC FEET PER MINUTE FOR CONTINUOUS VENTILATION. VENTILATION AIR FROM THESE SPACES SHALL BE VENTED DIRECTLY TO THE OUTSIDE.

4. NON-HABITABLE ROOMS, SUCH AS WALK-IN CLOSETS AND PANTRY, SHALL RECEIVE VENTILATION FROM THE AIR HANDLING SYSTEM TO MEET THE REQUIREMENTS OF HABITABLE ROOMS.

5. SUPPLY AND RETURN DUCTS OR PORTIONS THEREOF LOCATED OUTSIDE OF THE BUILDING THERMAL ENVELOPE SHALL BE INSULATED TO A MINIMUM OF R-8. DUCTS IN FLOOR TRUSSES SHALL BE INSULATED TO A MINIMUM OF R-6.

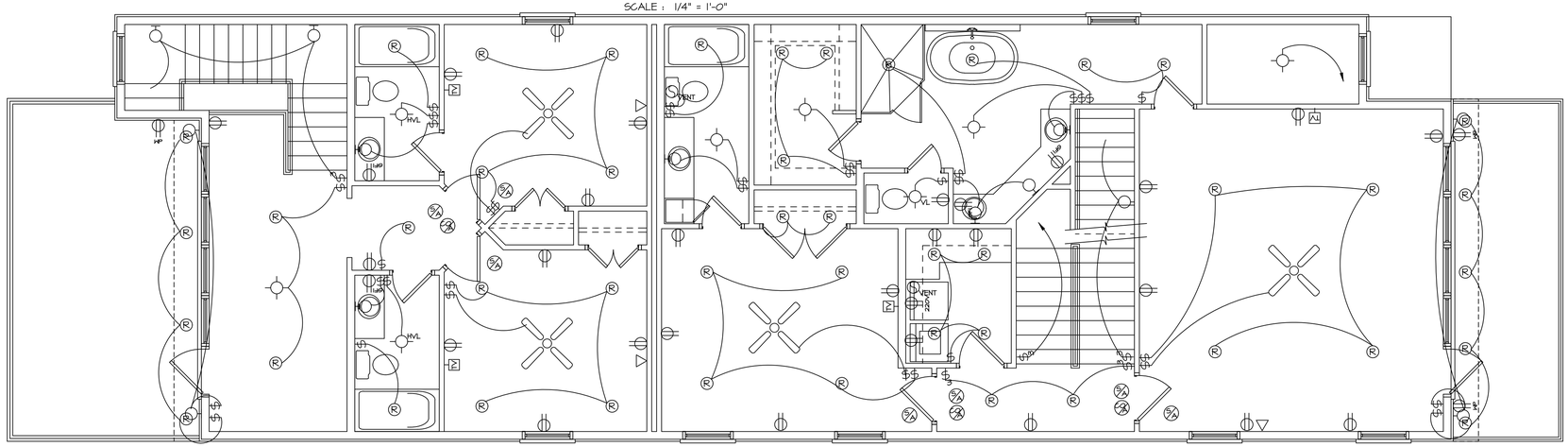
Electrical Legend

- CEILING MOUNTED FIXTURE
- RECESSED FIXTURE
- PENDANT FIXTURE
- RECESSED SPOTLIGHT
- WALL MOUNTED FIXTURE
- FLOOD LIGHT
- PAIR - FLOOD LIGHTS
- TRACK LIGHT
- HEAT/VENT/LIGHT
- VENT/LIGHT
- CEILING FAN
- CEILING FAN W/ LIGHT
- ROPE LIGHTS
- SURFACE FLUORESCENT OR LED
- RECESSED FLUORESCENT OR LED
- UNDERCOUNTER FLUORESCENT OR LED
- FLUORESCENT OR LED STRIP LIGHT
- SMOKE ALARM
- CARBON MONOXIDE ALARM
- ELECTRICAL PANEL
- GAS CONECTION
- DUPLEX OUTLET
- FLOOR OUTLET
- QUADRAPLEX OUTLET
- GROUND FAULT INTERRUPTER
- DUPLEX W/ USB PORT
- WATERPROOF OUTLET
- 220 VOLT OUTLET
- SWITCHED OUTLET
- SWITCH
- THREE WAY SWITCH
- FOUR WAY SWITCH
- DIMMER SWITCH
- TIMER
- WATERPROOF SWITCH
- TELEPHONE JACK
- FLOOR TELEPHONE JACK
- TELEVISION CABLE
- CAT 5 COMPUTER CABLE
- THERMOSTAT
- JUNCTION BOX
- DOOR BELL
- HOSE BIB



THIRD FLOOR ELECTRICAL PLAN

SCALE : 1/4" = 1'-0"



SECOND FLOOR ELECTRICAL PLAN

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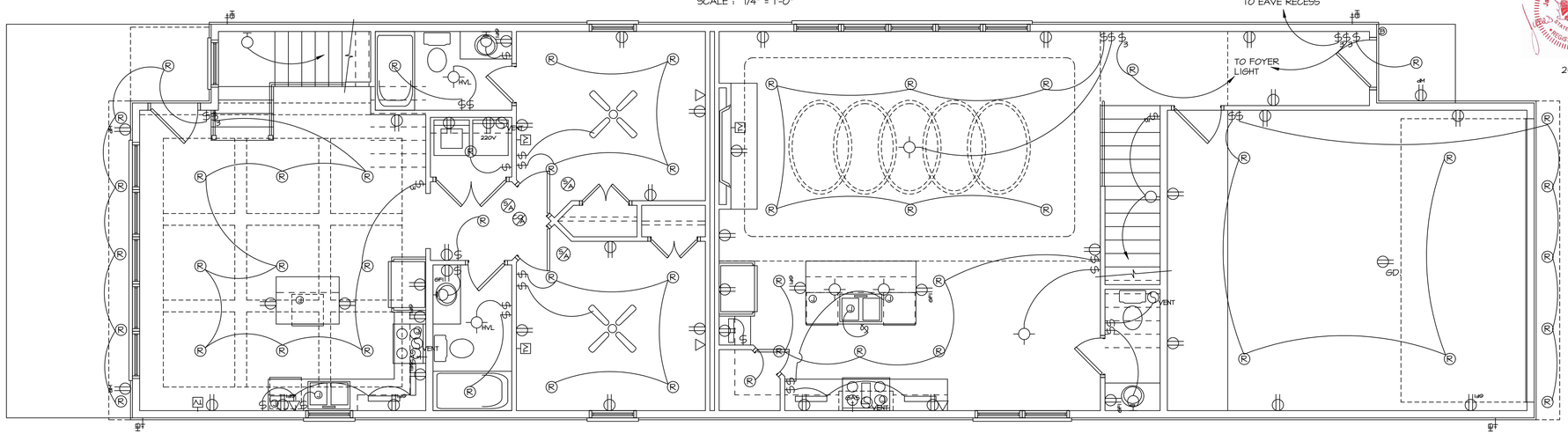

FIRST FLOOR ELECTRICAL PLAN

SCALE : 1/4" = 1'-0"

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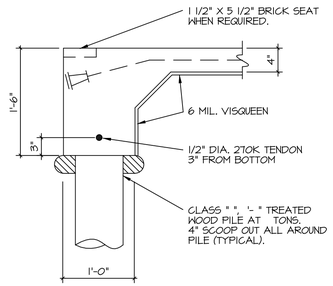
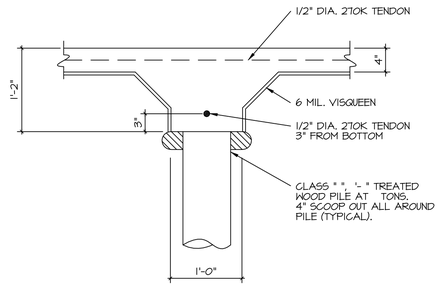


1 F-1 SECTION

SCALE : 1" = 1'-0"



2 F-1 SECTION

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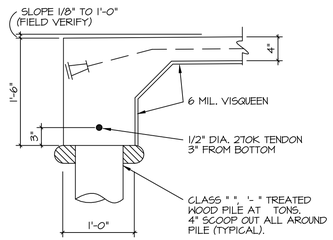

3 F-1 SECTION

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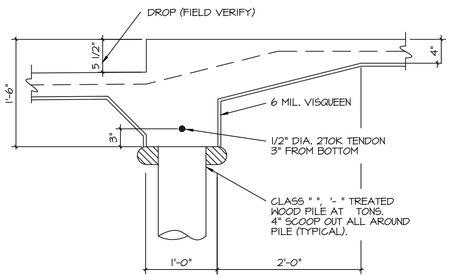
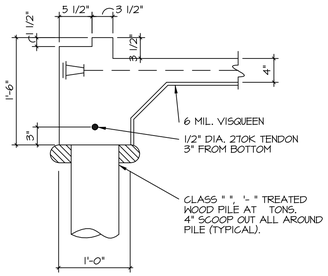


4 F-1 SECTION

SCALE : 1" = 1'-0"



5 F-1 SECTION

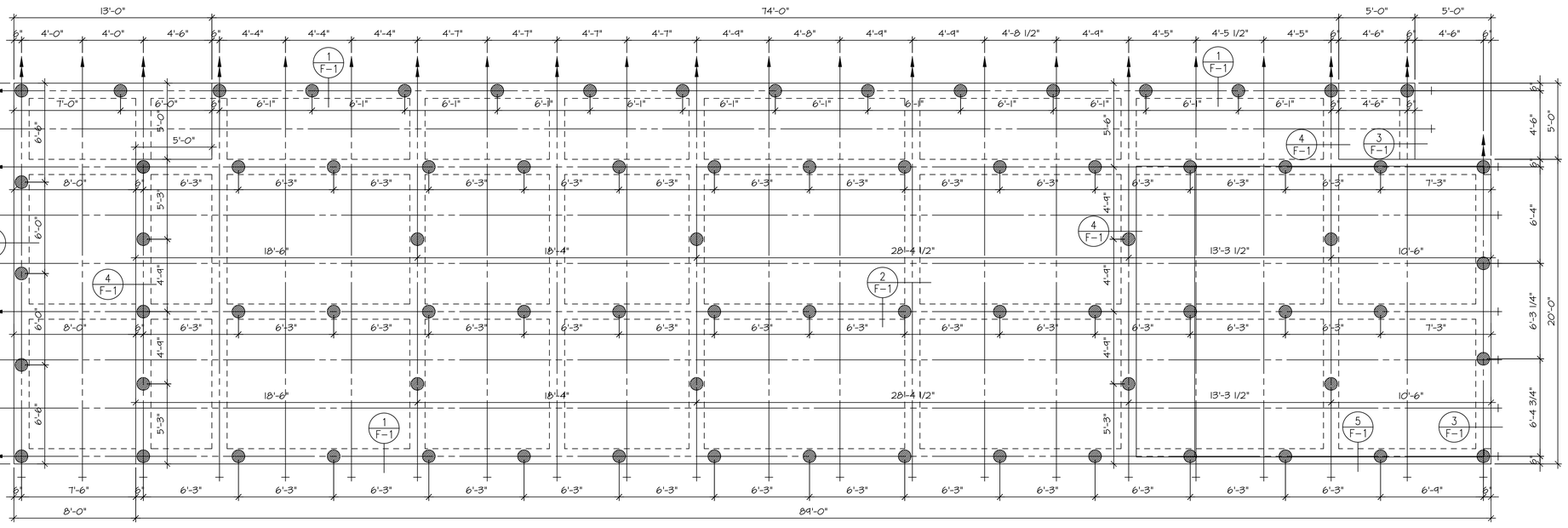
SCALE : 1" = 1'-0"

General Notes:

1. Concrete design is based upon a concrete mix having a minimum of 5.2 sacks of cement per cubic yard and a maximum of 30 gallons of free and added water per cubic yard. Such a mix should give a minimum compression strength of 3000 psi at 28 days. Concrete design mix shall be in accordance with the A.C.I. Building Code requirements (A.C.I. 318-77).
2. All conventional reinforcing steel shall be ASIM Designation A-615 (Grade 60) reinforcing and shall be detailed and accessories provided in accordance with the lastest A.C.I. Manual of Standard Practice for detailing reinforced concrete structures.
3. Reinforcing shall have 2" cover in grade beam bottoms, 2" cover in beam sides and tops, 1-1/2" cover in slab tops and bottoms, unless otherwise shown.
4. Tendons and bars shall be securely supported to prevent both vertical and horizontal movement during placing of concrete.
5. The contractor shall verify all drops, off-sets, brick ledges and block-cuts on architectural plans and notify the engineer of any discrepancies that may exist.
6. Coordinate structural drawings with architectural, mechanical, and electrical drawings for all openings, inserts, and any other related items.
7. Plans for pipes, conduits, thimbles, etc. to pass through concrete slab or beam, must not conflict with reinforcing.
8. Provide .006 Polyehtylene membrane under all concrete slabs and grade beams.
9. All sections shown are the sections at mid-span of grade beams unless otherwise shown.
10. The tendons location at the end of the grade beam to be "a minimum of 6" from the top of slab to central gravity of tendons.
11. Tendons to be stressed no earlier than 6 days and no later than 14 days after placement of concrete.
12. Loading of slab prior to tensioning shall not be done without the approval and direction of the supervising engineer.
13. This design to be used only for the below location.
14. Catheads to be placed on all live ends prior to placement of concrete.

Pile Note:

1. Use 78 Class #5 Piles driven to 35' feet or to refusal. Design load 4.0 tons.



FOUNDATION PLAN

SCALE : 1/4" = 1'-0"

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Olde Orleans Designs
1795 W. Causeway Approach - Suite 200, Mandeville, LA 70471

2-24-23

1011

1428 Carondelet St.-Residence
Orleans Parish, LA

F.1

1012

ING JR BLVD
1013

March 9, 2026

Dear Neighbor,

Please join Christine and Airlonzo Wells for a Neighborhood Participation Program (NPP) meeting regarding the property at 1428 Carondelet.

Date: Tuesday, March 31, 2026
Time: 4:30PM
Location: Central City Library, Allie Mae Williams Multi-Service Center; 2020 Jackson Ave. Suite 139, New Orleans, LA 70113

We are proposing to convert this existing residential property into a quaint, bed and breakfast with four rooms designed to host guests in a comfortable and welcoming environment. The structure is currently habitable, and no major construction or structural modifications are proposed. Our goal is to preserve the character of the property while creating a small-scale lodging experience that complements the surrounding neighborhood.

The property is located in an HU-MU (Historic Urban – Mixed Use) zoning district, where a bed and breakfast is a conditional use according to Article 12, Section 12.2.A (Table 12-1). As part of the required process, our application must be reviewed and heard by the City Planning Commission and City Council and we are required to complete the NPP meeting before submitting our application to the City Planning Commission for review. This meeting is an opportunity to share details of our proposal, answer questions, and receive feedback from residents prior to the formal hearing.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to the NPP meeting where you can learn more about what we propose, and present questions or concerns. This letter is being delivered via the U.S. mail and hand delivery. At the meeting, I will provide a sign-in sheet to obtain email addresses so that I can keep you updated if there are any changes to the plans.

If you are unable to attend and would like to receive information from the meeting, or have any additional questions or comments, please feel free to contact me. I hope to see you at the meeting.

Sincerely,

Krystyna Tate
krystyna@pcmidsouth.com
773-398-6422

NPP Summary Report

Date of Report: March 31, 2026
Project: 1428 Carondelet Bed and Breakfast
Contact: Krystyna Tate, krystyna@pcmidsouth.com

Overview
This report provides results of the implementation of the Neighborhood Participation Program for the property located at 1428 Carondelet.The applicant intends to file an application for a conditional use permit. This property currently sits in the HU-MU district which allows a bed and breakfast but a conditional use permit is required. This report provides a summary of contacts with citizens, neighbors, public agencies and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in list, emails and other materials are attached.

Neighborhood Meeting
The following is the date and location of the meeting where citizens were invited to discuss the applicant's proposal [comments and sign in lists are attached].

- March 31, 2026 - Central City Library, 2020 Jackson Ave, 4:30pm-5:30pm, 4 people were in attendance.

Correspondence and Telephone Calls

- March 10, 2026 - meeting notices were mailed to NPP contact list
- March 12, 2026 - meeting notices were emailed to neighborhood associations and the district councilmember
- March 23, 2026 - received email from neighbor in opposition due to an incident 3 years prior.

Results
170 persons/addresses were invited to the NPP meeting which included the City Planning Commission, Council District Rep,and Faubourg Lafayette Community Association.

Concerns, issues and problems expressed by attendees:

- The only issue that was addressed was from an email from a neighbor who complained about an issue during construction.

How concerns, issues and problems will be addressed:

- The owner was able to explain that this was about a dumpster with the contractor. They disagreed about the placement of the dumpster. This occurred in 2023. Since then, the dumpster has been removed and the area is clean.

Follow Up Process

- Participants at the meeting and any persons that have reached out about the project will receive email updates. Emails will be sent as progress is made. If they would like to add

additional concerns, they may email authorized agent Krystyna Tate at krystyna@pcmidsouth.com or submit via the digital comment card link that was shared during the meeting which is tinyurl.com/1428comment . Interested parties can also view updates on the digital handout link which is https://tinyurl.com/carondeletnpp .

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Residents and Current Owners within 300 Ft Radius - Delivery Method Hand Delivery or USPS Mail

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
Maison St Charles LC	1319 St Charles Ave	New Orleans	LA	70130
Current Resident	1314 Carondelet St	New Orleans	LA	70130
Current Resident	1319 Saint Charles Ave	New Orleans	LA	70130
Maison St Charlesl L C	C/O Adams Assets With Union Bank A	Lincoln	NE	68501
Current Resident	1331 Saint Charles Ave	New Orleans	LA	70130
1400 Baronne LLC	400 Poydras St Suite 2620	New Orleans	LA	70130
Current Resident	1399 Carondelet St	New Orleans	LA	70113
Maison St Charles LLC	C/O AP Direct LLC P O Box 14451	North Palm Beach	FL	33408
Maison St Charles LLC	C/O Abigail Land Holdings 16 LLC 135	Omaha	NE	68138
Maison St Charlesllc	C/O Abigail Land Holdings 14 LLC 135	Omaha	NE	68138
Maison St Charlesllc	C/O Maison St Charles 1319 St Charle	New Orleans	LA	70130
Current Resident	1400 Carondelet St	New Orleans	LA	70130
Str1 Holding LLC	1139 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1401 Carondelet St	New Orleans	LA	70113
1401 St Charles Ave LLC	1330 St Charles Ave	New Orleans	LA	70130
Current Resident	1401 Saint Charles Ave	New Orleans	LA	70130
Charles Ave Properties St	# 5 Rosa Park	New Orleans	LA	70115
Current Resident	1403 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1404 Carondelet St	New Orleans	LA	70130
Current Resident	1405 Carondelet St	New Orleans	LA	70113
Current Resident	1408 Carondelet St	New Orleans	LA	70130
Current Resident	1409 Carondelet St	New Orleans	LA	70113
Current Resident	1411 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1412 Carondelet St	New Orleans	LA	70130
Current Resident	1413 Carondelet St	New Orleans	LA	70113
Current Resident	1415 Saint Charles Ave	New Orleans	LA	70130
1416 Carondelet LLC	1205 8th St	New Orleans	LA	70115
Current Resident	1416 Carondelet St	New Orleans	LA	70130
Jared Lejean Bush	2647 Bridgewater Dr	Grand Prairie	TX	75054
1416-C Carondelet Holdings	1416 Carondelet St Apt C	New Orleans	LA	70130
Darrell W Davis	8565 Tunbridge Wells Dr S	Semmes	AL	36575
Current Resident	1416 Carondelet St Unit A	New Orleans	LA	70130
Current Resident	1416 Carondelet St Unit B	New Orleans	LA	70130
Current Resident	1416 Carondelet St Unit C	New Orleans	LA	70130
Current Resident	1416 Carondelet St Unit D	New Orleans	LA	70130
Current Resident	1417 Carondelet St	New Orleans	LA	70113
Current Resident	1418 Carondelet St	New Orleans	LA	70130
Jeffrey C Schmidtke	438 Henry Clay Ave	New Orleans	LA	70130
Current Resident	1420 Carondelet St	New Orleans	LA	70130
Current Resident	1421 Carondelet St	New Orleans	LA	70113
Current Resident	1421 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1422 Carondelet St	New Orleans	LA	70130
Bundy Palms LLC	4901 Chef Menteur Hwy Ste 8	New Orleans	LA	70126
Current Resident	1423 Carondelet St	New Orleans	LA	70113

Hfr Carondelet LLC	5000 Alexander Dr	Metairie	LA	70003
Current Resident	1426 Carondelet St	New Orleans	LA	70130
Current Resident	1426 Carondelet St Apt E	New Orleans	LA	70130
Current Resident	1427 Carondelet St	New Orleans	LA	70113
Wells One Investments LLC (	2800 Veterans Blvd Unit 216	Metairie	LA	70002
Current Resident	1428 Carondelet St	New Orleans	LA	70130
Current Resident	1429 Carondelet St	New Orleans	LA	70113
Current Resident	1429 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1430 Carondelet St	New Orleans	LA	70130
Lc Renovations LLC	40 Chateau Trianon Dr	Kenner	LA	70065
Current Resident	1433 Saint Charles Ave	New Orleans	LA	70130
The Magner Trust	Etal 346 Opal St	New Orleans	LA	70124
Current Resident	1500 Robert C Blakes, SR Dr	New Orleans	LA	70130
1501 RCB LLC	1519 Robert C Blake SR Dr	New Orleans	LA	70130
Current Resident	1501 Robert C Blakes, SR Dr	New Orleans	LA	70113
Jaj Ventures LLC	PO Box 6917	Metairie	LA	70009
Current Resident	1501 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1502 Robert C Blakes, SR Dr	New Orleans	LA	70130
Current Resident	1503 Saint Charles Ave	New Orleans	LA	70130
Steven M Levine	1056 S Ridgeley Dr	Los Angeles	CA	90019
Current Resident	1505 Robert C Blakes, SR Dr	New Orleans	LA	70113
Jaj Ventures LLC	3330 N Causeway Blvd Suite 400	Metairie	LA	70002
Current Resident	1507 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1507 Saint Charles Ave Apt A	New Orleans	LA	70130
Current Resident	1507 Saint Charles Ave Apt B	New Orleans	LA	70130
Current Resident	1507 Saint Charles Ave Apt C	New Orleans	LA	70130
Current Resident	1507 Saint Charles Ave Apt D	New Orleans	LA	70130
Darrell Mellon	1508 Robert C Blakes SR Dr	New Orleans	LA	70130
Current Resident	1508 Robert C Blakes, SR Dr	New Orleans	LA	70130
Current Resident	1508 Robert C Blakes, SR Dr Apt A	New Orleans	LA	70130
Current Resident	1508 Robert C Blakes, SR Dr Apt B	New Orleans	LA	70130
Current Resident	1508 Robert C Blakes, SR Dr Apt C	New Orleans	LA	70130
Current Resident	1508 Robert C Blakes, SR Dr Apt D	New Orleans	LA	70130
1509 RCB LLC	189 Maple Ridge Dr	Metairie	LA	70001
Current Resident	1509 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1509 Saint Charles Ave	New Orleans	LA	70130
Moher Properties Fund IV LL	2626 Louisiana Ave	New Orleans	LA	70115
Current Resident	1510 Robert C Blakes, SR Dr	New Orleans	LA	70130
Macie St Charles LLC	1219 Antonine St	New Orleans	LA	70170
Current Resident	1512 Robert C Blakes, SR Dr	New Orleans	LA	70130
Markaryan Tigran V	Etals 4520 N Hermitage Ave 2N	Chicago	IL	60640
Current Resident	1513 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1513 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1513 Saint Charles Ave Apt A	New Orleans	LA	70130
Alpha 1 Enterprises LLC	1515 St Charles Ave Unit 203	New Orleans	LA	70130
Current Resident	1515 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1515 Saint Charles Ave Apt 201	New Orleans	LA	70130

Current Resident	1515 Saint Charles Ave Apt 202	New Orleans	LA	70130
Current Resident	1515 Saint Charles Ave Ste 101	New Orleans	LA	70130
Current Resident	1515 Saint Charles Ave Ste 102	New Orleans	LA	70130
Cecilianaveed LLC	1519 Robert C Blakes SR Dr	New Orleans	LA	70130
Current Resident	1519 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1519 Robert C Blakes, SR Dr Apt 301	New Orleans	LA	70113
Orleans Property NO 2 LLC	1601 St Charles Ave	New Orleans	LA	70130
Current Resident	1521 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1521 Saint Charles Ave Apt 1A	New Orleans	LA	70130
Current Resident	1521 Saint Charles Ave Apt 2A	New Orleans	LA	70130
Carondelet Condos LLC	189 Maple Ridge Dr	Metairie	LA	70001
Current Resident	1523 Robert C Blakes, SR Dr A	New Orleans	LA	70113
Current Resident	1523 Robert C Blakes, SR Dr B	New Orleans	LA	70113
Rosewood-St Charles 1 LLC	C/O Alpha Capital P O Box 82668	Metairie	LA	76850
Current Resident	1523 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1525 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1525 Robert C Blakes, SR Dr C	New Orleans	LA	70113
Current Resident	1525 Robert C Blakes, SR Dr D	New Orleans	LA	70113
Current Resident	1525 Saint Charles Ave	New Orleans	LA	70130
Current Resident	1527 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1529 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1531 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1533 Robert C Blakes, SR Dr	New Orleans	LA	70113
Current Resident	1600 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1605 Thalia St	New Orleans	LA	70130
Current Resident	1610 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1610 Martin Luther King, Jr Blvd Apt 2	New Orleans	LA	70130
Current Resident	1610 Martin Luther King, Jr Blvd Apt 2	New Orleans	LA	70130
Current Resident	1610 Martin Luther King, Jr Blvd Apt 2	New Orleans	LA	70130
Current Resident	1614 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1614 Thalia St	New Orleans	LA	70130
1620 MLK Development LLC	6047 W End Blvd	New Orleans	LA	70124
Current Resident	1618 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1618 Thalia St	New Orleans	LA	70130
Current Resident	1619 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1620 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1620 Thalia St	New Orleans	LA	70130
Current Resident	1621 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1624 Thalia St	New Orleans	LA	70130
Mercier Realty & Investment	C/O Wendy's Properties LLC 1 Dave Th	Dublin	OH	43017
Current Resident	1625 Thalia St	New Orleans	LA	70130
Greenfee LLC	PO Box 19902	New Orleans	LA	70179
Current Resident	1626 Martin Luther King, Jr Blvd	New Orleans	LA	70130
St Charles Avenue Properties	5 Rosa Park	New Orleans	LA	70115
Current Resident	1626 Thalia St	New Orleans	LA	70130
Current Resident	1627 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Decatur Holdings LLC of Okla	24 E Ayre	Shawnee	OK	74801

Current Resident	1628 Thalia St	New Orleans	LA	70130
1632 MLK LLC	943 Crystal St	New Orleans	LA	70124
Current Resident	1630 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1631 Thalia St	New Orleans	LA	70130
Current Resident	1632 Martin Luther King, Jr Blvd	New Orleans	LA	70130
Current Resident	1632 Thalia St	New Orleans	LA	70130
Dianna L Phan	1710 Martin Luther King Jr Blvd	New Orleans	LA	70113
Current Resident	1710 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1714 Thalia St	New Orleans	LA	70113
Ronald W Boykins	Miss Linda M Cratchan 1720 Martin Lu	New Orleans	LA	70113
Current Resident	1718 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1720 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1720 Thalia St	New Orleans	LA	70113
Abbie C Sumners	1722 Martin Luther King Jr Blvd	New Orleans	LA	70113
Current Resident	1722 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1723 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Brett Richard Tobin	3034 Maigret St	Honolulu	HI	96816
Current Resident	1724 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1724 Thalia St	New Orleans	LA	70113
Current Resident	1725 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1726 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1728 Thalia St	New Orleans	LA	70113
Current Resident	1729 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Erich W Soraghan	1730 Martin Luther King Jr Blvd	New Orleans	LA	70113
Current Resident	1730 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1731 Martin Luther King, Jr Blvd	New Orleans	LA	70113
Current Resident	1732 Thalia St	New Orleans	LA	70113

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Neighborhood Organizations -- Email Delivery

Organization Name: Faubourg Lafayette Community Association
Point of Contact: Keely Lewis
Phone Number: -
Email: faubourglafayettecommunity@gmail.com
Street Address: -
City: -
Zip: 70113

[DISTRICT B] City Council Representative - Delivery Method Email Preferred

Council Member Lesli Harris
Council Member Addres City Hall, Room 2W10
Council Member Email Lesli.Harris@nola.gov
Council Member Phone (504) 658-1020

City Planning Commission - Delivery Method Email Preferred

Email Address CPCinfo@nola.gov

Buffer Area

Thalia Street
Martin Luther King Jr Boulevard
Carondelet Street
Saint Charles
at Melpomene
Avenue

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

1428 Carondelet NPP Notice

1 message

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:33 AM
To: Lesli.Harris@nola.gov, cpcinfo@nola.gov

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 1428 Carondelet. If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Carondelet NPP Letter.pdf
501K

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

1428 Carondelet NPP Notice

1 message

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 12, 2026 at 8:33 AM
To: "faubourglafayettecommunity@gmail.com" <faubourglafayettecommunity@gmail.com>

Good Morning,

Please find attached our notice to host a Neighborhood Participation Meeting concerning the property 1428 Carondelet. If you have any questions, please let me know. We look forward to seeing you at the meeting.

Krystyna

Carondelet NPP Letter.pdf
501K

Gmail

Krystyna Tate <krystyna@propertycentralmidsouth.com>

opposition to 1428 Carondelet B&B-NPP response

2 messages

Alissa Schmidtke <alissaschmidtke@gmail.com> Mon, Mar 23, 2026 at 8:14 AM
To: krystyna@pcmidsouth.com

Hello there, I am the owner of 1420 Carondelet.
I received your NPP notice for B&B zoning request for 1428 Carondelet.
I will be actively opposing this request.
The owner of this building was uncooperative in speaking with me during his renovation period and still has not completed the request for construction, dirt and debris clean up at the street curb opposite the house where he had his dumpster located the entire timeof the build. He ignored those requests and was impolite his responses. I am still waiting for clean up of that area. I may had been open to a B&B at this location, if the owner was cooperative, workable, and responsive, but that has not been the case. I will be looking for clean up of the street curb.
I will be encouraging my neighbors to oppose this as well.

Please include this email as my NPP response, I will be looking for it in the documents submitted as part fo your zoning request.

--
Alissa Villarrubia Schmidtke
504.251.5612
alissaschmidtke@gmail.com

Krystyna Tate <krystyna@pcmidsouth.com> Thu, Mar 26, 2026 at 8:49 PM
To: Alissa Schmidtke <alissaschmidtke@gmail.com>

Received. Thank you.
[Quoted text hidden]

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: 3/31/26 4:30pm

Meeting Location: Central City Library

Project Name/Address: 1428 Carondelet

Name	Organization	Address	City/State/Zip	Phone Number	Email Address
AiRIANZO Wells		1428 CARONDeLet	New ORleANS LA 70130	504-329-9358	AIwells01@gmail.com
Christine Franklin		1428 Carondelet	NOLA, 70130	504-715-3750	christine7@gmail.com
DeShawn Davenport		4349 General Pershing	Nola, 70129	504-657-0077	DDAVENPORT20@gmail.com
Krystyna Tate	REP	—	—	773-398-6422	krystyna@pcmdsouth.com

1428 Carondelet Neighborhood Participation Meeting

Date: March 31, 2026
Location: Central City Library, Allie Mae Williams Multi-Service Center

I. **Welcome**

   A. Introduction of speakers and their relationship to the project

   B. Overview of handouts

   C. Disbursement of Comprehensive Zoning Article

II. **Description of the Project**

   A. Proposal detail

   B. Citations of Comprehensive Zoning Ordinance

   C. Note of zone and zone change request

   D. Specs of building

   E. Neighborhood impact

III. **Public Comment**

   A. Open floor for comments

   B. Retrieve comment cards

IV. **Summary**

   A. Update and follow up procedure

V. **Next Steps**

   A. Commission Online Tools

1428 CARONDELET

Neighborhood Participation Program Meeting 3/31/26

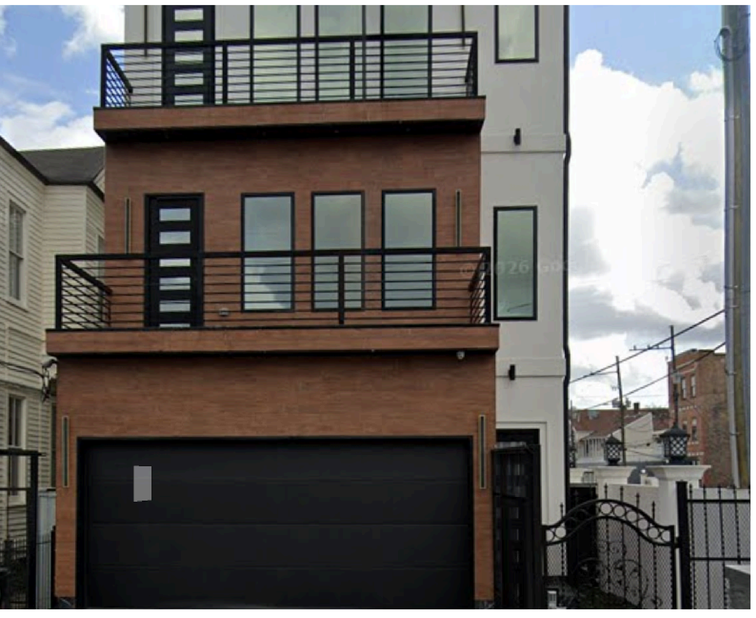
Contact

Krystyna Tate: krystyna@pcmidsouth.com

Build Status & Specs

As of today, this unit does not need any major construction and is habitable.

Approx: 5,000 sq ft.
4 Bedrooms
3 Bathrooms
Off street parking



Digital Copy of Handout

Proposal Description

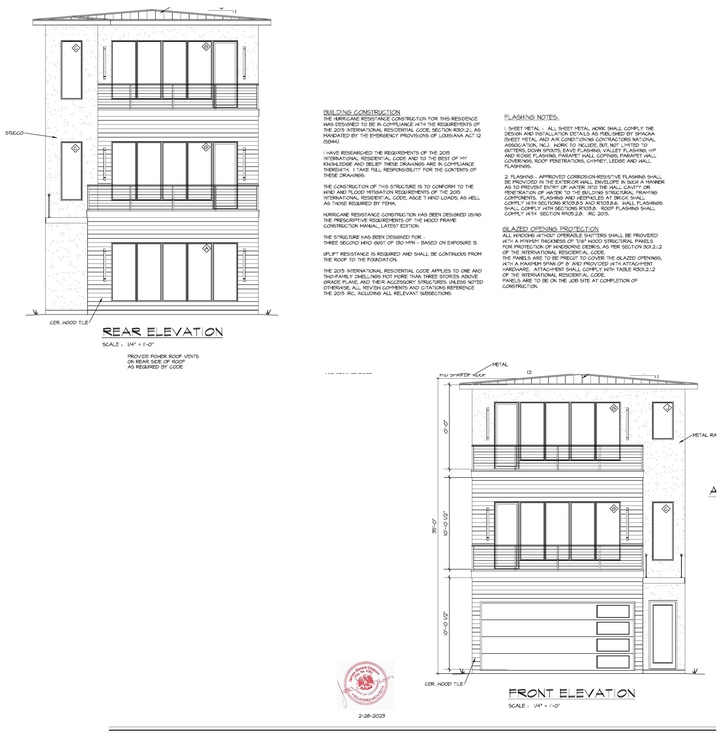
The owners are seeking approval for this use as a responsible way to supplement household income in response to the rising cost of living in the City of New Orleans. Like many residents, the owners are experiencing increasing expenses related to property taxes, insurance, utilities, and general cost of living. Operating a bed and breakfast would provide a sustainable opportunity to offset these costs while maintaining and investing in the upkeep of the property.

In addition to financial sustainability, the owners are passionate about welcoming guests and sharing the unique culture and charm of New Orleans. The bed and breakfast will provide visitors and even local residents with a genuine and welcoming experience that reflects the spirit, hospitality, and traditions of the city. The goal is to create an environment where guests can feel connected to the local culture while enjoying a comfortable and well-maintained place to stay.

The owners are excited about the opportunity to host travelers, visitors, and locals looking for a memorable New Orleans experience. Through thoughtful hospitality, local recommendations, and attention to detail, the bed and breakfast will allow guests to explore the city in an authentic and meaningful way.

The property will be operated responsibly and maintained to ensure it remains a positive addition to the neighborhood. The owners are committed to complying with all applicable city regulations and maintaining a safe, clean, and respectful environment for guests and neighbors alike.

By allowing the property to operate as a bed and breakfast, the owners will be able to preserve and maintain the property while contributing to the local tourism economy and offering visitors a warm and genuine introduction to the culture and hospitality of New Orleans.



CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided ○ Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ● Conditional Use/Planned Development

Address of Property for which this application is being filed. 1428 Carondelet, New Orleans, LA 70130

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ● Agent

Applicant Name Krystyna Tate

Applicant Address 4349 Genoa Rd

City New Orleans State LA Zip 70129

Applicant Contact Number 773-398-6422 Email krystyna@pcmidsouth.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name Wells One Investments LLC

Property Owner Address 2800 Veterans Blvd Unit 216

City Metairie State LA Zip 70002

Property Owner Contact Number 504-329-9358 Email ALWells07@gmail.com

SPECIFIC ZONING REQUEST

PROPERTY LOCATION

Square Number(s) 211 Lot Number(s) A/089

Bounding Streets Melpomene

Zoning HU-MU Municipal District 1

Tax Bill Number 101107001 Planning District 2

DESCRIPTION OF PROJECT (Attachments are acceptable)

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by	
Sign Provided ○ **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date 4-13-26

Agent Signature _____ Date 4-13-26

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 13 day of April 2026

My Commission expires _____

GODUAL MARTINEZ JR.
Notary ID #51166
Notary Public
State of Louisiana
My Commission is for Life

WELLS ONE INVESTMENTS LLC
2800 Veterans Blvd Unit 216
Metairie, LA 70002

April 13, 2026

RE: Authorization of Agent Representation

To Whom It May Concern,

This letter serves as formal authorization for DeShawn Davenport and Krystyna Tate, representatives of No Stress Code Compliance, to act as authorized agents on behalf of Wells One Investments LLC in all matters related to the property located at:

1428 Carondelet
New Orleans, Louisiana 70130

As authorized agents, DeShawn Davenport and Krystyna Tate are granted full authority to:

- Speak on behalf of Wells One Investments LLC.
- Submit applications, documents, plans, and related paperwork
- Communicate with city, parish, state, and other governmental agencies
- Attend and participate in public hearings, meetings, and proceedings
- Receive correspondence and respond as necessary regarding this project

This authorization is granted for matters pertaining specifically to the above-referenced property and project and shall remain in effect unless revoked in writing by Wells One Investments LLC.

Should you require any additional information or verification, please do not hesitate to contact us directly.

Sincerely,

Airlonzo Wells

Wells One Investments LLC

GODUAL MARTINEZ JR.
Notary ID #51166
Notary Public
State of Louisiana
My Commission is for Life

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: WELLS ONE INVESTMENTS, LLC.

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: LOT: A, SQUARE: 211, 1ST DISTRICT, PARISH OF ORLEANS

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Residential

A5. Latitude/Longitude: Lat. 29 56 23.4 Long. -90 04 35.9 Horizontal Datum: ☐ NAD 1927 ■ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: 1A

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ■ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A8.c: N/A sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): N/A sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: 469 sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ■ No ☐ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: 0 Engineered flood openings: 0

d) Total net open area of non-engineered flood openings in A9.c: 0 sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): 0 sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): 0 sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: CITY OF NEW ORLEANS B1.b. NFIP Community Identification Number: 225203

B2. County Name: ORLEANS B3. State: LA B4. Map/Panel No.: 22071C0229 B5. Suffix: F

B6. FIRM Index Date: 09/30/16 B7. FIRM Panel Effective/Revised Date: 09/30/16

B8. Flood Zone(s): X B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): N/A

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ■ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ■ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ■ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ■ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ■ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: GPS OBSERVATIONS-ALCO Vertical Datum: NAVD88

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ■ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ■ Yes ☐ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	6.7	■ feet ☐ meters
b) Top of the next higher floor (see Instructions):	18.7	■ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	N/A	■ feet ☐ meters
d) Attached garage (top of slab):	N/A	■ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	6.7	■ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ■ Finished	4.9	■ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ■ Finished	5.0	■ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	5.0	■ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ■ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: RICHMOND W. KREBS, SR. License Number: LA4836

Title: PROFESSIONAL LAND SURVEYOR - CEO

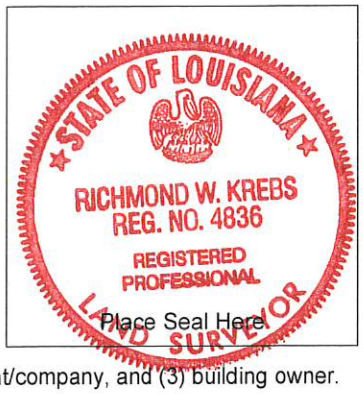
Company Name: R.W. KREBS PROFESSIONAL LAND SURVEYING, LLC

Address: 3445 N. CAUSEWAY BLVD., SUITE 201

City: METAIRIE State: LA ZIP Code: 70002

Signature: Date: 07-17-2023

Telephone: 504-889-9616 Ext.: Email: infonola@rwkrebs.com



Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):
LATITUDE/LONGITUDE OBTAINED BY GPS.
SECTION C2e.) A/C PAD
EXISTING CENTERLINE OF STREET 4.1' / EXISTING TOP OF CURB 3.6'

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ■ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ■ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ■ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ■ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ■ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–9.** Top of bottom floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

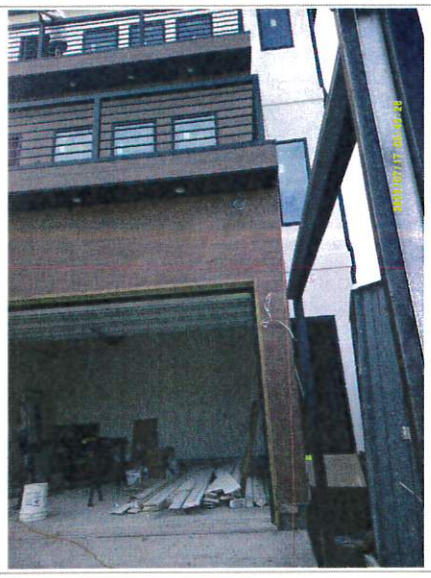


Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1428-30 CARONDELET STREET

City: NEW ORLEANS State: LA ZIP Code: 70130

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

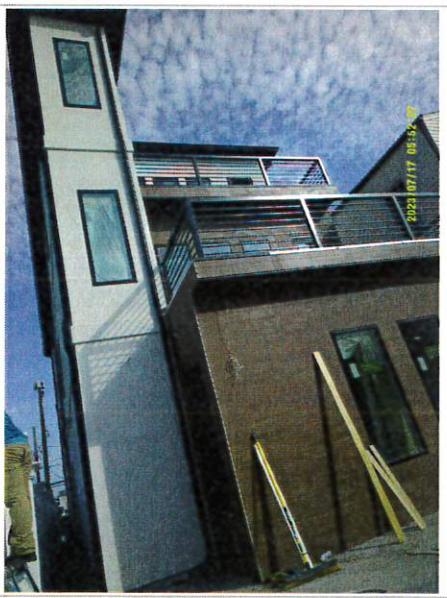


Photo Four

Photo Four Caption:

Clear Photo Four

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 7, 2023

CALENDAR NO. 34,385

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

AN ORDINANCE to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans are amended to read as follows:

"Chapter 26 – BUILDINGS, BUILDING REGULATIONS AND HOUSING STANDARDS.

* * *

ARTICLE XI. – STANDARDS FOR SHORT TERM RENTALS

DIVISION 1. - IN GENERAL

* * *

Sec. 26-615. - Short-term rental permits required.

(a) No dwelling unit in Orleans Parish may be used as a short-term rental unless:

(1) An owner of the dwelling unit possesses a valid and current short-term rental owner permit issued for the dwelling unit in accordance with Division 2 of this article, and all owners fully comply with all legal requirements and duties imposed herein; and

(2) An owner has designated an operator possessing a valid short-term rental operator permit, issued in accordance with Division 3 of this article, and such operator fully complies with all legal requirements and duties imposed herein.

(b) No platform may facilitate or conduct any booking transaction for a short-term rental in Orleans Parish without first obtaining and maintaining a short-term rental platform permit issued in accordance with Division 4 of this article.

(c) The permits required by this article are regulated privileges, not rights, and can be revoked or suspended by the city in accordance with the provisions provided herein.

(d) Any permit issued pursuant to this article is strictly personal and may not be transferred or assigned.

(e) In the event the holder of a short-term rental owner's permit ceases to own the property or fails to renew the permit timely, the permit shall be immediately void, and short-term rental use shall be prohibited on the property.

(f) If any required contact information changes for any permit, the person possessing the permit shall immediately notify the department in writing, and the department shall issue a revised permit to reflect the updated contact information.

Sec. 26-616. - Short-term rental permit fees.

(a) The only short-term rental owner permit classification is a Short-term rental, commercial.

(b) A non-refundable application fee of $50.00 shall be due upon submission of any new or renewal short-term rental application.

(c) The following annual permit fees, which shall be refunded in the event an application is denied, shall be due upon submission of any new or renewal short-term rental application:

(1) Short-term rental, commercial owner permit: $1,000.00.

(2) Operator card replacement fee: $25.00.

(3) Short-term rental operator permit: $1,000.00.

(4) Short-term rental platform permit: $10,000.00.

(d) The owner shall remit to the city a $12.00 fee for each night of occupancy of a dwelling unit used as a short-term rental to offset the costs of enforcement and other costs borne by the city. Fees shall be due and remitted along with tax submissions.

DIVISION 2. - SHORT-TERM RENTAL OWNER PERMIT

Sec. 26-617. - Permit and application—Eligibility.

(a) No dwelling unit may be used as a short-term rental unit unless an owner possesses a short-term rental owner permit issued in accordance with this article. Issuance of a short-term rental owner permit shall be subject to the following rules and criteria:

(1) A short-term rental owner permit shall be valid for one year from the date of issuance and shall be reapplied for annually.

(2) A separate short-term rental owner permit shall be required for each dwelling unit used as a short-term rental.

(3) A short-term rental owner permit shall be consistent with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and any other applicable density limitations set forth in the Comprehensive Zoning Ordinance.

(4) Any dwelling unit permitted for short-term rental use must meet all applicable building, zoning, and addressing regulations, as determined by the department.

(5) An owner of a property with outstanding taxes, fines, fees or penalties levied by the city, or that has been found to be liable of an unabated violation of the City Code by an administrative hearing officer or court shall not be eligible for a short-term rental owner permit with respect to said property.

(6) All juridical owners must be in good standing with the State of Louisiana to be eligible for a commercial short-term rental owner permit.

(7) An owner of a property with open permits for new construction, structural or non-structural renovation, or electrical or mechanical work, or open violation cases for electrical or mechanical code violations or work without permits, shall not be eligible for a short-term rental owner permit with respect to said property without the written approval of the Chief Building Official of the City of New Orleans or a designee.

(8) The owner or resident of a dwelling unit required to be affordable by the Mandatory Inclusionary Zoning, Voluntary Inclusionary Zoning, Affordable Housing Planned Development, or Small Multifamily Affordable Housing provisions of the Comprehensive Zoning Ordinance shall not be eligible for a short-term rental permit for that dwelling unit.

(b) The application for a short-term rental owner permit shall be on forms created by the department, which shall, at a minimum, require the following information from applicants:

(1) The name, age, address, phone number, and email contact information of all owners;

(2) The municipal address of the dwelling unit associated with the short-term rental owner permit;

(3) The total number of dwelling units located on the lot-of-record containing the dwelling unit associated with the short-term rental owner permit application; and

(4) The name, address, phone number, email contact information, and permit number of the operator designated by the owner to satisfy the requirements of this article with respect to the dwelling unit associated with the short-term rental owner permit.

If the designated operator has not yet received a permit number, the applicant shall provide evidence of a contemporaneous application for a short-term rental operator's permit by the designated operator.

(c) The following additional documentation shall be submitted to the department, along with the application, prior to processing:

(1) A list of platforms that will be used to solicit booking transactions for the dwelling unit associated with the short-term rental owner permit, and correlating print-outs or Universal Resource Locator (URL) links soliciting the short-term rental, if any.

(2) A floor plan depicting all:

i. Entrance and exit doors;

ii. Windows;

iii. Bedrooms, including an indication of which are used for guests;

iv. Bathrooms;

v. Kitchens; and

vi. Interior doors.

(3) An evacuation plan indicating:

i. The fire exits and escape routes;

ii. The location of smoke detectors;

iii. The location of fire extinguishers; and

iv. The location of carbon monoxide detectors.

(4) A site plan indicating the location of any required parking.

(5) A noise abatement plan that provides, at a minimum, a noise monitoring device.

(6) A sanitation plan that provides, at a minimum, for daily visual inspections on the property, as well as regular litter and trash collection and procurement of an adequate number of trash bins to securely hold all trash generated by the property in a lidded container.

(7) A security and operation plan.

(8) An attestation signed by the owner providing that:

i. The dwelling unit has no outstanding property taxes or city liens associated with the lot-of-record, nor do any of its owners owe any other outstanding taxes to the city, including taxes and fees owed in connection with short-term rentals;

ii. The dwelling unit complies, and will comply during any short-term rental of the dwelling unit, with all standards contained in the city's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code;

iii. The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide alarms outside every bedroom, and a properly maintained and charged fire extinguisher on all habitable floors;

iv. The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short-term rentals, including, but not limited to, homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions;

v. The owner read, understands, and agrees to comply with all legal duties imposed by this article and the Comprehensive Zoning Ordinance;

vi. The owner possesses insurance that meets the requirements of section 26-618(a)(1); and

vii. The owner will not discriminate in guest use or rental of a short-term rental, and will comply with all applicable anti-discrimination laws, including, but not limited to, Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

(9) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(d) The department shall deny any short-term rental application that does not contain all of the information listed in section 26-617(b) and (c).

(e) Every short-term rental owner permit issued by the department shall contain the following information:

(1) Short-term rental owner permit number;

(2) Municipal address of the dwelling unit associated with the permit;

(3) Owner's name and contact information;

(4) Operator's name and contact information;

(5) The permit's effective and expiration dates;

(6) The guest bedroom and occupancy limit of the dwelling unit associated with the permit; and

(7) Contact information for the city's short term rental administration to facilitate reporting complaints.

(f) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall also require:

(1) Completion and submission of a form created by the department of finance providing the associated short-term rental taxes and fees paid to the city for the previous permit year. The form, which shall be deemed confidential tax records for purposes of La. R.S. 47:1508, shall include at a minimum:

a. A statement indicating if the required taxes and fees were paid by the owner, a platform, or both, for the preceding tax year and in what total amounts;

b. The total number of nights the dwelling unit used as a short-term rental was rented in the previous calendar year;

c. The rates charged for each nightly rental; and

d. Any IRS Forms 1099 or other financial reports or documents provided to owners or operators by any platform related to rental activity on each platform used.

(2) Updated owner and operator contact information, if applicable;

(3) An attestation signed by the owner providing, in addition to the continued compliance with the items specified in subsection (c), above, that the short-term rental owner permit has not been revoked in the previous year;

(4) An updated list of platforms that are used to solicit books transactions for the dwelling unit associated with the short-term rental owner permit, and correlating

print-outs of the Universal Resource Locator (URL) soliciting the short-term rental (for example: http://www.vrbo.com/XXXXX or https://www.airbnb.com/rooms/XXXXX);

(5) Proof of a favorable, annual city fire inspection; and

(6) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(g) For co-owned property, only one owner's permit shall be required, provided that the applicant certifies to the department that all owners independently meet the requirements for an owner's permit and that the applicant has secured all necessary approvals from the other owners to obtain a short-term rental permit.

Sec. 26-618. - Legal duties of a short-term rental owner permit holders.

(a) *Legal duties*. An owner possessing a short-term rental owner permit shall comply at all times with the following requirements:

(1) Insurance. The owner shall maintain in full force and effect at all times, a minimum of $1,000,000.00 in "commercial general liability" insurance per occurrence, combined single limit, for bodily injury, personal injury, and property damage arising in any way from the issuance of the permit or activities conducted pursuant to the permit, for each dwelling unit used as a short-term rental.

(2) Guest records. The owner shall maintain guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged. Such records shall be maintained for three years and shall be provided to the city upon request, in accordance with applicable law. Personally identifiable guest information may be redacted.

(3) Short-term rental advertisements. The owner shall ensure that the following information be provided in connection with any short-term rental advertisement and shall ensure, in any event, that each short-term rental listing advertises only one dwelling unit permitted as a short-term rental:

a. The short-term rental owner permit number;

b. The short-term rental operator permit number of the designated operator;

c. Whether the dwelling unit is wheelchair accessible or otherwise compliant with the Americans with Disabilities Act;

d. The number of available guest bedrooms as indicated on the owner permit; and

e. The maximum available occupancy of the dwelling unit as indicated on the owner permit.

(4) Adherence to dwelling and occupancy limits. Short-term rentals shall be subject to, and may not exceed, the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in the Comprehensive Zoning Ordinance.

(5) Required postings at the short-term rental.

a. The owner shall ensure that a copy of the owner permit is displayed in a location clearly visible from the street and legible to both guests and neighbors.

b. The owner shall ensure that the following are displayed in a location clearly visible and legible to guests:

i. An evacuation diagram identifying fire escapes and all means of egress from the dwelling unit and the building in which the dwelling unit is located;

ii. Trash disposal and recycling collection days; and

iii. Contact information for the city's short-term rental administration to facilitate reporting complaints.

(6) Health and safety. The owner shall ensure that each dwelling unit governed by this article complies with the following standards:

a. Walls, ceilings, floors, windows, fixtures and furnishings throughout the dwelling unit shall be maintained in a clean condition at all times and shall be in good repair.

b. All rooms shall be adequately lighted and properly ventilated by natural or artificial means or both, and shall be provided with adequate heating and air-conditioning facilities. All natural gas fired heaters shall be vented to the outside atmosphere.

c. Each guest shall be furnished with clean towels, washcloths, and bed linens. Sheets must be of sufficient width and length to completely cover the mattress and be turned under the mattress so as to properly secure the sheet. All towels, washcloths and bed linens shall be kept in good repair and changed between rentals.

d. All dishes, utensils, pots, pans and other cooking utensils shall be provided to guests in a safe and sanitary condition. The permittee shall ensure that all

perishables left by the guests are disposed of at the conclusion of a short-term rental.

e. Each dwelling unit shall have a working fire extinguisher, smoke alarms, and carbon monoxide detectors and shall comply with all applicable fire codes;

f. The dwelling unit shall have working locks, operable by guests, at all points of ingress and egress.

g. Every dwelling unit shall comply with applicable provisions of the Comprehensive Zoning Ordinance, the Minimum Property Maintenance Code as provided in Chapter 26, Article IV, and the New Orleans Building Code, as provided in section 26-14, et seq.

(7) Short-term rental guest use limitations. The owner shall ensure that no dwelling unit used as a short-term rental is used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance, during guest use of the short-term rental.

(8) Criminal activity. The owner shall timely report any known or suspected criminal activity by a guest to the New Orleans Police Department.

(9) Reasonable inspections. The owner shall submit to inspections authorized by section 26-624(c).

(10) Owner/operator availability. The owner shall:

a. Ensure the permitted operator is available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator be:

i. Accessible by telephone.

ii. Able to resolve complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Able to resolve complaints within one hour of being contacted by guests.

iv. Able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, in addition to the operator, and be able to resolve complaints within one hour of being contacted by guests.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints from the City of New Orleans and any of its departments regarding disruptive short-term rentals within one hour.

(11) Taxes and fees. Except for those instances in which a platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, as provided in section 26-622.1, the owner shall timely remit all applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a platform to collect and remit taxes and fees pursuant to

section 26-622.1 shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this article.

(12) Compliance with other laws. The owner shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts*. The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental owner permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) Using a dwelling unit as a reception facility, or for any other commercial use defined by the Comprehensive Zoning Ordinance, during a short-term rental. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for any period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud sound, (ii) offensive odors, (iii) public drunkenness, (iv) unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud sound means any noise generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference defined in this paragraph shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure to comply with any other legal duty imposed by this article or correlating provisions in the Comprehensive Zoning Ordinance, and all other applicable laws.

(16) Failure to ensure that the licensed operator is available as required by section 26-618(a)(10).

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(c) *Ongoing duty.* An owner possessing a short-term rental owner permit may delegate the performance of any duties set forth in this section to the permitted short-term rental operator identified in the owner's application to the department. Notwithstanding that delegation, the owner remains principally responsible for the performance of all duties created hereunder and may not assert the non-performance of a short-term rental operator as a defense to any action arising from a breach of the owner's duties under this article.

DIVISION 3. - SHORT-TERM RENTAL OPERATOR PERMIT

Sec. 26-619. - Short-term rental operator permit and application—Eligibility.

(a) Every dwelling unit used as a short-term rental in Orleans Parish shall be operated by a natural person age 18 or over holding a short-term rental operator permit.

(1) A natural person who holds a short-term rental owner permit may act as the operator, but must separately apply for and obtain a short-term rental operator permit.

(2) The short-term rental operator permit is valid for one year from the date of issuance, and shall be reapplied for annually.

(3) A separate short-term rental operator permit shall be required for each dwelling unit used as a short-term rental.

(b) The application for a short-term rental operator permit shall be on forms created by the department, which shall require, at a minimum, the following information:

(1) The name, address, phone number and email contact information of the operator.

(2) An attestation that the operator has read, understands, and agrees to comply with all legal duties imposed by this article, and in the Comprehensive Zoning Ordinance.

(3) Proof that the operator is at least 18 years of age.

(4) A nuisance prevention and neighborhood complaint response plan for each dwelling unit used as a short-term rental.

(5) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(c) The department shall deny any short-term rental operator application that does not contain all of the information listed in section 26-619(a) and (b).

(d) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall require:

(1) An attestation signed by the operator providing that, in addition to the items specified in subsection (b), above, that a short-term rental operator permit has not been revoked in the previous year;

(2) Updated contact information, if applicable; and

(3) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(e) The operator permit shall be issued in two forms:

(1) A PDF or other document that lists the operator's contact information, as well as any other information deemed pertinent by the department; and

(2) A card bearing the photograph of the licensed operator and listing the address of the property being used as a short-term rental, owner license number, and operator license number.

Sec. 26-620. - Legal duties to short-term rental operator permit holders.

(a) *Legal duties*. Any person possessing a short-term rental operator permit shall comply at all times with the following requirements:

(1) Operator availability. The operator shall:

a. Be available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator:

i. Be accessible by telephone;

ii. Serve as the point of contact for neighbors, including receiving and resolving complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Be able to resolve complaints within one hour of being contacted by guests.

iv. Be able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, including receiving and resolving inquiries and complaints within one hour of being contacted.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

(2) Guest records. The operator shall be solidarily responsible with the owner for ensuring full compliance with the guest record-keeping requirements set forth in section 26-618(a)(2).

(3) Short-term rental advertisements. The operator shall be solidarily responsible with the owner for ensuring full compliance with the advertising requirements set forth in section 26-618(a)(3).

(4) Adherence to dwelling and occupancy limits. The operator shall be solidarily responsible with the owner for ensuring full compliance with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in section 26-618(a)(4).

(5) Required postings at the short-term rental. The operator shall be solidarily responsible with the owner for ensuring full compliance with the posting requirements set forth in section 26-618(a)(5).

(6) Health and safety. The operator shall be solidarily responsible with the owner for ensuring full compliance with each of the health and safety requirements set forth in section 26-618(a)(6).

(7) Short-term rental guest use limitations. The operator shall be solidarily responsible with the owner for ensuring that no dwelling unit associated with a short-term rental owner permit be used as a reception facility, or any other commercial use as set forth in section 26-618(a)(7).

(8) Criminal activity. The operator shall be solidarily responsible with the owner for reporting any known or suspected criminal activity by a short-term rental guest to the New Orleans Police Department as set forth in section 26-618(a)(8).

(9) Reasonable inspections. The operator shall be solidarily responsible with the owner for facilitating inspections required by section 26-618(a)(9).

(10) Compliance with other laws. The operator shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts*. The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental operator permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) No dwelling unit associated with a short-term rental owner permit may be used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for a period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud noise, (ii) offensive odors, (iii) public drunkenness, (iv), unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud noise means any noise, generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or the sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure of the operator to be available as required by law.

(16) Failure to show the operator's license card on request.

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(18) Failure to comply with any other legal duty imposed by this article, correlating provisions in the Comprehensive Zoning Ordinance, or any other applicable law.

(c) The licensed operator is personally responsible for fulfilling these duties and may not delegate them to any other person or entity.

* * *

DIVISION 5. - DEPARTMENT OF SAFETY AND PERMIT'S SHORT-TERM RENTAL RESPONSIBILITIES AND POWERS

Sec. 26-624. - Departmental authority.

(a) *Receive short-term rental applications.* The department shall receive and process all short-term rental permit applications and determine applicant eligibility.

(b) *Issue eligible short-term rental permits.* The department shall issue permits only to eligible applicants, as determined by the department.

(c) *Inspections.*

(1) The director of the department or a duly authorized representative shall have the power to inspect any short-term rental to determine compliance with this article.

(2) Inspection may occur at any reasonable time, upon the production of proper identification by a representative of the department, whenever the director of the department has a reasonable belief that a dwelling unit or a short-term rental is in violation of any of the provisions of this article, the Comprehensive Zoning Ordinance, or the Building Code as provided in City Code section 26-14 et seq.

(3) Prior to any inspection of an occupied dwelling unit, the department shall present credentials to the owner, operator, or guest and request entry. If the short-term rental is unoccupied, the department shall attempt to locate the owner or operator and request entry. If the department does not obtain timely consent to enter a dwelling unit, it may attempt to secure entry as provided in subsection (4), below.

(4) Warrant for inspection. If the owner or operator of the short-term rental refuses within 72 hours of department's request, admittance to the director of the department or his/her duly authorized representative for the purpose of making an inspection or examination of the premises, the director or his representative may present an affidavit to any judge of the municipal court stating that he has cause to believe that an inspection of the designated premises will reveal designated violations of this article.

a. The affidavit alleging probable cause shall identify the factual basis for the belief that the short-term rental is not in compliance with this article, or correlating provisions in the Comprehensive Zoning Ordinance.

b. Upon receiving the affidavit, the judge may issue a warrant authorizing the director or his representative to search the premises. The scope of the search authorized by the warrant shall be limited to a search for those designated, alleged violations.

(5) An owner may avoid an inspection authorized by this section by voluntarily forfeiting his or her short-term rental owner's permit, in which case the permit shall be deemed revoked. Nothing herein shall limit the authority of a law enforcement body to secure a search warrant in connection with criminal activity at a dwelling unit unrelated to compliance with this article or the authority of the department to conduct lawful inspections of a dwelling unit unrelated to compliance with this article.

(d) *Rescission of permits*. The department is authorized to cancel and rescind a permit issued under this article whenever a permit so issued is in error, was issued on the basis of inaccurate or misleading information, or contravenes this article or the Comprehensive Zoning Ordinance.

(e) *Suspension of permits where life safety issues are present.* The department may suspend a short-term rental owner permit issued under this article whenever the property it corresponds to is the subject of a violation of building code that may endanger the life or safety of persons on the property. This suspension shall end automatically when the Director or their designee determines that the violation has been abated.

(f) *Identification of non-short-term rental transient lodging offered on Platforms.* The department shall issue, at no charge to businesses, an identification number to any transient lodging business in good standing that uses a platform to facilitate booking transactions. To obtain this identification number, the transient lodging business must provide the department with the following information:

(1) The name of the business;

(2) The business address; and

(3) The business's occupational license.

(g) *Enforcement.*

(1) The department shall prioritize the enforcement and adjudication of violations of section 26-618(b)(1) through (b)(7) and section 26-620(b)(1) through (b)(7) and section 26-618(b)(16) and take all available steps to adjudicate said violations immediately upon receiving evidence of the violation from a platform or otherwise.

(2) The department shall not be responsible for the enforcement of correlating taxation provisions dictated by Chapter 150 of the Code of the City of New Orleans.

(h) *Records.* The department shall maintain a registry of all permit types and correlating permit numbers issued to owners, operators, and platforms pursuant to this article.

(i) *Rules and regulations.* The department may issue rules and regulations related to the issuance of short-term rental licenses and enforcement of short-term rental laws.

(j) *Dashboard.* The department shall establish a public facing dashboard listing all short-term rental applications; owner and operator permits with photo ID cards; the addresses of properties the department has delisted from any platform, if available; and all addresses

with open, pending, and adjudicated violations. The dashboard shall further indicate the number of adjudications per week and the dispensation of any adjudicated violation. In addition, the dashboard shall list all lots subject to the five-year permit revocation contained in section 26-628(f). The public facing dashboard shall be updated on weekly basis.

* * *

DIVISION 6. – ENFORCEMENT

* * *

Sec. 26-628. - General suspension and revocation procedures.

(a) A permit issued pursuant to this article may be suspended for a term or revoked in its entirety for violations of this article or any other law incorporated herein.

(b) If a permit is revoked, the permittee may not reapply for a permit for a period of five years from the date of revocation.

(c) The decision to suspend or revoke a permit shall be at the discretion of the hearing officer based on the severity of the violation and any other mitigating or aggravating circumstances surrounding the violation.

(d) Without limiting the situations in which the hearing officer might deem revocation appropriate, revocation shall be mandatory in the following circumstances:

(1) A short-term rental owner permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The owner violated section 26-618(a)(3).

ii. The owner violated section 26-618(a)(4).

iii. The owner violated section 26-618(a)(7).

iv. The owner violated section 26-618(a)(8).

v. The owner violated section 26-618(b)(1).

vi. The owner violated section 26-618(b)(2).

vii. The owner violated section 26-618(b)(3).

viii. The owner violated section 26-618(b)(4).

ix. The owner violated section 26-618(b)(5)

x. The owner violated section 26-618(b)(6)

xi. The owner violated section 26-618(b)(7)

xii. The owner violated section 26-618(b)(8)

xiii The owner violated section 26-618(b)(14)

xiv. The owner made false, misleading or fraudulent statement(s) in the permit application, subterfuge for the purpose of evading any requirement of this article.

xv. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-618(a)(1)

b. Section 26-618(a)(2)

c. Section 26-618(a)(5)

d. Section 26-618(a)(6)

e. Section 26-618(a)(9)

f. Section 26-618(a)(10)

g. Section 26-618(a)(11)

h. Section 26-618(a)(12)

i. Section 26-618(b)(9)

j. Section 26-618(b)(10)

k. Section 26-618(b)(11)

l. Section 26-618(b)(12)

m. Section 26-618(b)(13)

n. Section 26-618(b)(15)

o. Section 26-618(b)(16)

(2) A short-term rental operator permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The operator violated section 26-620(a)(3).

ii. The operator violated section 26-620(a)(4).

iii. The operator violated section 26-620(a)(7).

iv. The operator violated section 26-620(a)(8).

v. The operator violated section 26-618(b)(1).

vi. The operator violated section 26-618(b)(2).

vii. The operator violated section 26-618(b)(3).

viii. The operator violated section 26-618(b)(4).

ix. The operator violated section 26-618(b)(5).

x. The operator violated section 26-618(b)(6).

xi. The operator violated section 26-618(b)(7).

xii. The operator violated section 26-620(b)(8).

xiii. The operator violated section 26-620(b)(14).

xiv. The operator violated section 26-620(b)(17).

xv. The operator made false, misleading or fraudulent statement(s) in the permit application, or misrepresented material facts in the permit application, or used any scheme or subterfuge for the purpose of evading any requirement of this article

xvi. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-620(a)(1)

b. Section 26-620(a)(2)

c. Section 26-620(a)(5)

d. Section 26-620(a)(6)

e. Section 26-620(a)(9)

f. Section 26-620(a)(10)

g. Section 26-620(b)(9)

h. Section 26-620(b)(10)

i. Section 26-620(b)(11)

j. Section 26-620(b)(12)

k. Section 26-620(b)(13)

l. Section 26-620(b)(15)

m. Section 26-620(b)(16)

n. Section 26-620(b)(18)

(e) An appeal with respect to the revocation of any short-term rental permit must be executed within 30 days of the issuance of the order of revocation.

(f) When an owner or operator permit is revoked under section 26-628(d)(1) or section 26-628(d)(2), a hearing officer shall order that a property be prohibited from operating as a short-term rental for a period of five years. This order, once recorded, shall constitute a charge on the immovable property that shall be effective against third parties and shall prohibit all current and future owners from obtaining a short-term rental owner's permit on the property for the period of five years from the date of the order."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

(LYING OVER)

NO. M-23-426

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

BE IT FURTHER MOVED, That any fees required to effectuate this request and the Project Neighborhood Participation Program requirement are both waived.

BE IT FURTHER MOVED, That in the process of studying and reviewing the proposed amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, and/or appropriate, to make appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION OF THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)

NO. M-23-427

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

WHEREAS, The Council of the City of New Orleans adopted ordinances to define, categorize, and regulate short-term rentals; and

WHEREAS, Those ordinances were adopted pursuant to the City's police power to preserve the City's permanent housing stock, balance the economic opportunity created by short-term rentals with the need to maintain a supply of long-term rental housing stock available at a range of prices, reduce any indirect negative effects on the availability of affordable housing that results from the dedication of long-term housing stock to short-term rental use, create a level playing field for all parties engaged in the business of providing lodging, ensure the sufficient collection of tax revenue, mitigate the disruptive effects that unmonitored short-term rentals can have on neighborhoods, and protect the livability and quality of life of the City's residential neighborhoods; and

WHEREAS, The Council passed new legislation to reevaluate and redefine residential short-term rentals regulations on March 23, 2023 through Ordinance No. 29,382 M.C.S.; and

WHEREAS, The new regulations sought to mitigate the negative consequences of short-term rental use in residential neighborhoods; and

WHEREAS, The Council's regulatory efforts have been upended by litigation, leaving the Council with no remaining option other than a whole scale prohibition on all non-commercial short-term rental use; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the *Non-Commercial Short-Term Rental Interim Zoning District* (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide.

Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That the Council hereby waives the Project Neighborhood Participation Program requirement of Article 4 of the Comprehensive Zoning Ordinance for purposes of this IZD.

BE IT FURTHER MOVED, That in accordance with Article 19, Section 19.3.C.4 of the Comprehensive Zoning Ordinance, all appropriate agencies of the City shall not accept any new applications for permits or licenses or issue any permits or licenses that are in conflict with the intent and provisions of the proposed IZD for any property during consideration of this matter; the IZD is to be in effect for a period of one year and is subject to extension as provided by Section 3-126 of the City Charter; and applications to appeal this IZD shall be submitted to the City Council which shall have 60 days from receipt to approve or deny the appeal by Council motion.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: May 8, 2025

CALENDAR NO. 35,117

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING

AN ORDINANCE to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

WHEREAS, the New Orleans Home Rule Charter governs the adoption of the City operating budget and vests the Council with broad control over appropriations; and

WHEREAS, Section 3-115(2) of the Charter states that the Council shall adopt the annual operating budget ordinance in the form submitted by the Mayor and in accordance with Section 6-201(2)(b) of Charter, but may increase, decrease, or delete any item of appropriation recommended by the Mayor; and

WHEREAS, Section 3-115(2) of the Charter further provides that the Council, with the concurrence of two-thirds of its members, may add new items of appropriation or subdivide items of appropriation, provided, however, that all appropriations for personal services shall be made only in lump sum amounts and not by specific positions or rates of pay, except as otherwise provided by applicable law; and

WHEREAS, amendments to the annual operating budget ordinance shall be considered and approved by the Council under the same procedures prescribed for its original adoption; and

WHEREAS, all city contracts contain a provision providing for automatic termination by operation of law, without notice, in the event of non-appropriation of funds sufficient to maintain the agreement without liability to the city beyond those amounts appropriated and encumbered; and

WHEREAS, the Council harbors deep concerns about the adequacy and fairness of the procurement for the professional services contracts in Sanitation Service Area 5 (French Quarter and Downtown Development District), as well as the substantive terms providing (in contravention of CAO Policy) for a five-year term without the possibility of termination without cause; and

WHEREAS, the Council desires to use its plenary budgetary authority to establish funding sub-categories, the express purpose of which is to defund professional services contracts in Sanitation Service Area 5 and thereby terminate any existing agreement; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30,140 M.C.S., as amended, be amended and re-ordained to delete the "200-Other Operating" appropriation to the Department of Sanitation (lines 62) and to substitute the following in its place:

"DEPARTMENT OF SANITATION

* * *

200 – Other Operating

200(A) General other operating expenses (including professional services agreements other than for Sanitation Area 5)	$71,242,723
200(B) Professional service agreements for Sanitation Area 5	$0"

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That is the intent of this Ordinance, consistent with the Council's authority to subdivide appropriations and to reduce appropriations, to make an express and un-ambiguous de-appropriation of city funds available for professional services agreements in Sanitation Area 5. Any previous appropriation or encumbrance inconsistent with this intent is revoked. The use or re-dedication of funding from departments other than the Department of Sanitation, or from other funding groups within the Department of Sanitation, to pay for professional services agreements for Sanitation Area 5 shall be prohibited.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: March 12, 2026

CALENDAR NO. 35,384

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL (BY REQUEST)

AN ORDINANCE to reform and provide for the sustainability of the city's sanitation services by amending and reordaining Sections 138-57, 138-58, 138-59, 138-61, and 138-63 of the Code of the City of New Orleans to amend the city's sanitation fees and provide relative to the scope thereof; to expressly authorize initiatives intended to augment services by providing for periodic no-cost access to city transfer stations; and otherwise to provide with respect thereto.

WHEREAS, Sanitation services are integral to quality of life and public health for residents of the City;

WHEREAS, The city, as a paramount tourism location for the U.S. and world, welcoming over 19 million visitors in 2024 and hosting global events, must deliver effective sanitation and quality city services;

WHEREAS, The cost of sanitation services for the city totals $61.8 million in 2026;

WHEREAS, This cost is subject to contracts with service providers, and the cost of services is projected to continue to increase due to inflation and the inflation adjustment currently captured in sanitation service contracts, which increase annually based on the Consumer Price Index for All Urban Consumers (CPI-U);

WHEREAS, The current sanitation fee was last adjusted in 2011, setting the residential rate at $24 per month, and the commercial rate at $48 per month, with no annual adjustment for inflation;

WHEREAS, Services currently provided to the city include both solid waste and recycling collection in Areas 1 through 5 of the City, enhanced sanitation services downtown and in the French Quarter, and the associated landfill disposal costs;

WHEREAS, Following Hurricane Ida, the City of New Orleans implemented reforms and upgrades to city sanitation services, ensuring that collection vehicles must be manufactured in 2021 or later for contracts procured in 2022, collection vehicles must be manufactured in 2023 or later for contracts procured in 2024, and all sanitation collection vehicles must have two-way communication radio systems, active real-time GPS, and 360-degree view camera system;

WHEREAS, Such contracts have delivered an enhanced service level, significantly reducing the number of missed collections complaints by 80% from a peak in 2022;

WHEREAS, The City of New Orleans provides a second cart for residents at no extra charge, as opposed to neighboring South Louisiana municipalities such as Jefferson Parish, Baton Rouge, and Lafayette, where additional carts come at additional expense to residents;

WHEREAS, The City provides a voluntary exemption to the sanitation fee for elders below a certain income, an exemption made fairer and more significant when compared to neighboring municipalities;

WHEREAS, The city does not adjust the sanitation fee annually to account for rising contract costs, as opposed to neighboring municipalities such as Jefferson Parish, Baton Rouge, and Lafayette;

WHEREAS, The Moreno Administration also has committed to additional initiatives and programs aimed at addressing quality-of-life concerns related to trash and sanitation, including but not limited to a dedicated sanitation strike force to provide targeted remediation services Citywide;

WHEREAS, Including all contracted services, the City is projected to run a deficit of approximately $24 Million for existing sanitation services, and that this deficit, like all sanitation services, is funded by the city's General Fund;

WHEREAS, The city is currently in the midst of an unprecedented fiscal and cash-flow crisis that continues to threaten the City's ability to provide core services to its citizens;

WHEREAS, The Louisiana Legislative Auditor has informed the City that it is necessary for them to offset the cost of providing collection services by increasing revenues;

WHEREAS, Increasing the sanitation fee as provided by this ordinance will address the persistent General Fund structural deficit caused by the disconnect between sanitation contract costs and fee collections, and contribute to solving the budget crisis currently faced by the City;

NOW THEREFORE

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 138-57 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Chapter 138 – SOLID WASTE**

* * *

ARTICLE II. – COLLECTION AND DISPOSAL

* * *

Sec. 138-57. – Sanitation charges; collection.

(a) The fees for the collection and disposal of refuse, garbage, trash and other sanitation services, including recycling when provided by the city as part of general sanitation services, shall be charged monthly and shall be assessed as a pro-rata share of the city's cost of providing solid waste collection and disposal sanitation services, in accordance with this section. The sanitation fee shall be calculated by dividing the estimated total expense incurred for solid waste collection and disposal costs citywide for the assessment year by the number of municipal addresses eligible for and receiving sanitation services. For purposes of this calculation and the corresponding fee assessment, each address engaged in a commercial or other non-residential use shall be counted as, and assessed an amount equal to, two residential addresses. The department of sanitation shall calculate and publish the monthly sanitation fee for the applicable assessment year not later than October 1 of the preceding year, along with a clear explanation of the methodology used to calculate the fee.

(b) The service fees imposed pursuant to section (a) above shall be mandatory, shall be due and owed by the sewerage and water board account holder, and shall be collected from the sewerage and water board account holder, provided:

(1) That funds of the sewerage and water board may not be used for any purpose except for the operation and maintenance of the sewerage, water and drainage systems.

(2) That no part of the cost of the procedure of including the sanitation service charge on the water and sewerage bills of the sewerage and water board shall be incurred by the sewerage and water board, and, accordingly, any fees owed to the sewerage and water board pursuant to a Cooperative Endeavor Agreement (hereinafter

"CEA") between the city and the sewerage and water board shall be deducted from all sanitation collections received and collected by the sewerage and water board and that such deductions, which are subject to audit by the department of finance, shall be made monthly when the net proceeds are delivered to the city.

(3) That the sewerage and water board is relieved of any and all responsibility of the collection of the sanitation service charges if the sewerage and water board account holder fails to pay the service charges at the time the water and sewerage bills are paid and that all methods of enforcing such collection shall be the responsibility of the city. However, if there is a CEA between the city and the sewerage and water board pursuant to La. R.S. 33:4169.1, the sewerage and water board, at the direction of the city, shall terminate the supply of water to any premises or person delinquent in the payment of sanitation service charges in conformity with La. R.S. 33:4169.1 and the CEA. Prior to the suspension of water supply as the result of a delinquency in payment of sanitation services charges, notice of such suspension shall be mailed to the address of the premises where service will be suspended.

(4) That the collection of such sanitation service charges shall not impair or affect, in any manner or form, the authority of the sewerage and water board to collect its water bills, and its bills for sewerage service as set forth by the procedure adopted by the sewerage and water board.

(5) That the city may contract with a private attorney, law firm or collection agency for legal and other services related to the collection of the sanitation service charges and any penalties attendant thereto.

(6) That all complaints made to the sewerage and water board regarding the collection of sanitation service charges shall be referred to the proper representative of the city, unless otherwise provided by the CEA.

(7) Where a charge has been made for sanitation service and no water and sewerage charges are billed by the sewerage and water board during the billing period, the person paying the sanitation service charge under this section may make a claim for refund by filing a sworn application for refund with the department of finance. Those units being serviced with water by the sewerage and water board and those receiving free water from the sewerage and water board shall pay the same sanitation service charge as the other recipients.

(8) The sanitation service charge will become due on the due date of the water and sewerage bill. If not paid on or before due date, a 15 percent penalty will be added to the outstanding current balance of the sanitation service charge.

SECTION 2. That Section 138-58 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Chapter 138 – SOLID WASTE**

* * *

ARTICLE II. – COLLECTION AND DISPOSAL

* * *

Sec. 138-58. - Exemptions from sanitation charge; litter abatement charges.

(a) The department of finance may annually exempt property owners from the service charges imposed by section 138-57 upon:

(1) Submission of a sworn application for an exemption certifying that collection of refuse at the subject address is provided for on a regular basis by a private refuse collection agency and submission of such proof as necessary to verify refuse collection by a private contractor; and

(2) Payment of a litter abatement service charge in lieu of sanitation service charges in accordance with the following schedule:

(A) Multiple residential property, $125 per year or $5.00 per unit per year, whichever is greater.

(B) Nonresidential property, $125 per year or $5.00 per unit per year, whichever is greater.

* * *"

SECTION 3. That Section 138-59 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Chapter 138 – SOLID WASTE**

* * *

ARTICLE II. – COLLECTION AND DISPOSAL

* * *

Sec. 138-59. - Charges at transfer station.

(a) Charges for the disposal of refuse, garbage, and trash at a city transfer station shall be as follows:

(1) Residential and commercial users up to one-ton truck capacity, unmodified vehicles; with Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license:

(A) Pick-up truck (debris below roof level): $15.00 per load;

(B) Pick-up truck (debris above roof level): $25.00 per load;

(C) Enclosed truck: $40.00 per load.

(2) Residential and commercial users with trailer; where combined length of vehicle and trailer does not exceed 25 feet; with Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license:

(A) Open trailer: $25.00 per load;

(B) Enclosed trailer: $40.00 per load.

(3) City of New Orleans Departments, Boards, Commissions, no charge.

(b) The following vehicles shall not be permitted to dispose of refuse, garbage, trash, or any other materials at a city transfer station:

(1) Vehicles without Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license;

(2) Vehicles over one-ton capacity, regardless of weight.

(c) The department of sanitation may authorize days, not to exceed one per month, when the disposal of refuse, garbage, and trash at a city transfer station is permitted at no charge, subject to reasonable limitations, as part of a free drop-off program available to residents."

SECTION 4. That Section 138-61 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Chapter 138 – SOLID WASTE**

* * *

ARTICLE II. – COLLECTION AND DISPOSAL

* * *

Sec. 138-61. - Waste not accepted at transfer station.

Oversized, bulky waste will not be accepted at the city's transfer stations. The department of sanitation may authorize exceptions to this prohibition, subject to reasonable limitations, as part of a free drop-off program available to residents."

SECTION 5. That Section 138-63 of the Code of the City of New Orleans, Louisiana is hereby repealed in its entirety.

SECTION 6. That, to facilitate immediate collection of revenue, the adjusted sanitation fee imposed pursuant to City Code § 138-57, as amended by this ordinance, shall be collected beginning on May 1, 2026. The department of sanitation shall calculate and publish online the monthly sanitation fee for the remainder of 2026 on or before April 15, 2026. Collection of the charges imposed pursuant to City Code § 138-58(a)(2), as amended by this ordinance, shall commence on January 1, 2027.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE CITY COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ENGROSSED VERSION:

The following engrossed version shows how the proposed law would modify the existing Code.

Additions are **underlined**. Deletions are shown as ~~strikethroughs~~.

Sec. 138-57. - Sanitation charges; collection.

(a) The fees for the collection and disposal of refuse, garbage, trash and other sanitation services, **including recycling when provided by the city as part of general sanitation services, shall be charged monthly and shall be assessed as a pro-rata share of the city's cost of providing solid waste collection and disposal sanitation services, in accordance with this section. The sanitation fee shall be calculated by dividing the estimated total expense incurred for solid waste collection and disposal costs citywide for the assessment year by the number of municipal addresses eligible for and receiving sanitation services. For purposes of this calculation and the corresponding fee assessment, each address engaged in a commercial or other non-residential use shall be counted as, and assessed an amount equal to, two residential addresses. The department of sanitation shall calculate and publish the monthly sanitation fee for the applicable assessment year not later than October 1 of the preceding year, along with a clear explanation of the methodology used to calculate the fee.** ~~shall be as follows for services rendered during the periods indicated below:~~

~~(1) Each residential unit, including each residential unit in multi-residential structures, per month: $24.00.~~

~~(2) Business, professional or service office and institution, per month, per unit: $24.00.~~

~~(3) Commercial, industrial and manufacturing establishment, per month, per unit: $48.00.~~

(b) The service fees imposed pursuant to section (a) above shall be mandatory, shall be due and owed by the sewerage and water board account holder, and shall be collected from the sewerage and water board account holder, provided:

(1) That funds of the sewerage and water board may not be used for any purpose except for the operation and maintenance of the sewerage, water and drainage systems.

(2) That no part of the cost of the procedure of including the sanitation service charge on the water and~~/or~~ sewerage bills of the sewerage and water board shall be incurred by the sewerage and water board, and, accordingly, any fees owed to the sewerage and water board pursuant to a Cooperative Endeavor Agreement (hereinafter "CEA") between the city and the sewerage and water board shall be deducted from all sanitation collections received and collected by the sewerage and water board

and that such deductions, which are subject to audit by the department of finance, shall be made monthly when the net proceeds are delivered to the city.

(3) That the sewerage and water board is relieved of any and all responsibility of the collection of the sanitation service charges if the sewerage and water board account holder fails to pay the service charges at the time the water and~~/or~~ sewerage bills are paid and that all methods of enforcing such collection shall be the responsibility of the city. However, if there is a CEA between the city and the sewerage and water board pursuant to La. R.S. 33:4169.1, the sewerage and water board, at the direction of the city, shall terminate the supply of water to any premises or person delinquent in the payment of sanitation service charges in conformity with La. R.S. 33:4169.1 and the CEA. Prior to the suspension of water supply as the result of a delinquency in payment of sanitation services charges, notice of such suspension shall be mailed to the address of the premises where service will be suspended.

(4) That the collection of such sanitation service charges shall not impair or affect, in any manner or form, the authority of the sewerage and water board to collect its water bills, and its bills for sewerage service as set forth by the procedure adopted by the sewerage and water board.

(5) That the city may contract with a private attorney, law firm or collection agency for legal and other services related to the collection of the sanitation service charges and any penalties attendant thereto.

(6) That all complaints made to the sewerage and water board regarding the collection of sanitation service charges shall be referred to the proper representative of the city, unless otherwise provided by the **CEA** ~~Cooperative Endeavor Agreement~~.

(7) Where a charge has been made for sanitation service and no water and sewerage charges are billed by the sewerage and water board during the billing period, the person paying the sanitation service charge under this section may make a claim for refund by filing a sworn application for refund with the department of finance. Those units being serviced with water by the sewerage and water board and those receiving free water from the sewerage and water board shall pay the same sanitation service charge as the other recipients.

(8) The sanitation service charge will become due on the due date of the water and~~/or~~ sewerage bill. If not paid on or before due date, a 15 percent penalty will be added to the outstanding current balance of the sanitation service charge."

"Sec. 138-58. - Exemptions from sanitation charge; litter abatement charges.

(a) The department of finance may annually exempt property owners from the service charges imposed by section 138-57 upon:

(1) Submission of a sworn application for an exemption certifying that collection of refuse at the subject address is provided for on a regular basis by a private refuse collection agency and submission of such proof as necessary to verify refuse collection by a private contractor; and

(2) Payment of a litter abatement service charge in lieu of sanitation service charges in accordance with the following schedule:

(A) Multiple residential property, ~~$100.00~~**$125.00** per year or ~~$4.00~~**$5.00** per unit per year, whichever is greater.

(B) Nonresidential property, ~~$100.00~~**$125.00** per year or ~~$4.00~~**$5.00** per unit per year, whichever is greater."

* * *

"Sec. 138-59. - Charges at transfer station.

(a) Charges for the disposal of refuse, garbage, and trash at a city transfer station shall be as follows:

(1) Residential and commercial users up to one-ton truck capacity, unmodified vehicles; with Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license:

(A) Pick-up truck (debris below roof level): $15.00 per load;

(B) Pick-up truck (debris above roof level): $25.00 per load;

(C) Enclosed truck: $40.00 per load.

(2) Residential and commercial users with trailer; where combined length of vehicle and trailer does not exceed 25 feet; with Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license:

(A) Open trailer: $25.00 per load;

(B) Enclosed trailer: $40.00 per load.

(3) City of New Orleans Departments, Boards, Commissions, no charge.

(b) The following vehicles shall not be permitted to dispose of refuse, garbage, trash, or any other materials at a city transfer station:

(1) Vehicles without Orleans Parish vehicle inspection stickers (brake tags) or Orleans Parish driver's license;

(2) Vehicles over one-ton capacity, regardless of weight.

(c) The department of sanitation may authorize days, not to exceed one per month, when the disposal of refuse, garbage, and trash at a city transfer station is permitted at no charge, subject to reasonable limitations, as part of a free drop-off program available to residents."

* * *

"Sec. 138-61. - Waste not accepted at transfer station.

Oversized, bulky waste will not be accepted at the city's transfer stations. **The department of sanitation may authorize exceptions to this prohibition, subject to reasonable limitations, as part of a free drop-off program available to residents."**

* * *

~~**"Sec. 138-63. - Recycling service charge; exemption; collection.**~~

~~(a) The fees for recycling shall be as follows for services rendered:~~

~~(1) Each residential unit, except residential units in multi-residential structures that show proof of exemption from payment of city service fees as provided in this section below, $1.00 per month.~~

~~(2) Business, professional, or service office or institution, except those that show proof of exemption from payment of city service fees as provided in this section below, $1.00 per month.~~

~~(3) Commercial, industrial and manufacturing establishments, except those that show proof of exemption from payment of city service fees as provided in this section below, $2.00 per month.~~

~~(b) The fees imposed in subsection (a) of this section shall be due and are owed by the recipient of the services and shall be collected by the property owner from the recipient of the service and paid by the owner of the property on the water and/or sewerage bills of the sewerage and water board.~~

~~(c) The director of finance shall provide a certificate of exemption from the recycling charge for 12 months for any head of household who is 65 years of age or older and whose household income does not exceed the standard for low income households which is established by the U.S.~~

Department of Housing and Urban Development. The certificate shall be provided by the director upon receipt of satisfactory evidence of age and household income and may be renewed annually upon resubmission of evidence. The sewerage and water board shall not include the recycling charge on the bill of any head of household for which a certificate of exemption has been granted during the effective period of the exemption.

(d) Proof of exemption may be certified as follows:

(1) *Proof of age.*

a. Louisiana state I.D.

b. Louisiana driver's license.

c. Birth certificate.

d. Other (U.S. passport, U.S. resident I.D., out-of-state driver's license).

Once a person proves that he or she is 65 years or older, verification of age is done only once.

(2) *Proof of federal low income.*

a. Supplemental security card (SSI).

b. Medicaid card.

c. Food stamps I.D. card (FSP2).

d. Social security administration award letter.

(3) *[Poverty income guidelines.]* Poverty income guidelines according to federal register are as follows:

No. of Household	Income
1	$ 7,470.00
2	10,030.00
3	12,590.00
4	15,150.00
5	17,710.00
6	20,070.00

~~7~~	~~22,830.00~~
~~8~~	~~25,390.00~~
~~Households larger than eight, add $2,560.00 for each additional number. These guidelines shall be reversed in accordance with federal guidelines.~~	

~~(e) The department of finance may annually exempt property owners from the service charges imposed by subsection (a) of this section upon:~~

~~(1) Submission of a sworn application of an exemption certifying that collection of refuse at the subject address is provided for on a regular basis by a private refuse collection agency, and that collection of recyclables at the subject address is provided for on a regular basis by a private recycling agency, and submission of such proof as necessary to verify collection by a private contractor. All private recycling programs must have a waste reductions goal of 25 percent, consistent with applicable state law, and must provide a sworn application to that effect.~~

~~(2) Payment of a litter abatement service charge in lieu of sanitation service charges according to the schedule provided in section 138-58 of this Code.~~

~~(f) The recycling charge will become due on the due date of the water and/or sewerage bill. If not paid on or before the due date, a ten percent penalty will be added to the recycling charge.~~

~~(g) Persons qualifying for exemption from the recycling service charge, as provided in this section, shall also be granted exemption from any increase in the sanitation service charge, as provided in section 137-57(a), above the rates in effect as of December 1, 2000.~~

~~(h) The department of finance shall temporarily exempt all persons from the recycling service charge imposed by subsection (a). This fee exemption shall apply retroactively from September 1, 2005, and shall remain effective until recycling collection services are resumed."~~

#22A pg29 #22 7/9

1089

GENERAL MATTERS & COMMITTEE SPEAKER CARD (please print clearly) Date: 6/24/2026

Presiding Officer:
I would like to speak regarding the following item...

Agenda Item & Page Number (motion, resolution, ordinance, order of business or report):

CAL NO 35, 384

29 of 36

Support	Oppose	Info. Only
☐	☒	☐

2026 JUN 24 11:00 AM

Name: Gary Crockett

Address: 462 Lakeshore Parkway

Representing:

Remarks:

(Please see speaker time rules on reverse of card)

Your signature required on the back hereof is certification that your statement is true and correct and an opportunity to acknowledge whether or not you have been compensated in exchange for your statement or attendance

1090

Speaker Rules (Council Rule 47)

Public Comment for each non-land use Council meeting agenda items shall be as follows:

- The Councilmember who is the lead author of the agenda item whereby a vote is taken shall preside over the item. Public comment shall proceed as follows:
  - All public speakers who have properly submitted a comment card and are present in the chamber are afforded an opportunity to speak.
  - Public speakers are limited to two minutes of public comment per agenda item.
  - No ceding of time to another person is permitted.
  - Any accompanying written documentation shall be formally submitted by the public speaker to the Clerk, along with eight copies, for incorporation into the record.
  - No video or audio recordings shall be utilized.
  - The presiding Officer, in consultation with the lead author, may alter these parameters if deemed necessary to afford additional public comment for specific items of importance or concern, subject to appeal and reversal b the majority of the Council. But any revised public speaking rules shall be announced prior to the initiation pf public comment for the item to afford all speakers equal opportunity to address the Council.

The provisions of this regulation do not apply to land use matters on the agenda, which are covered by the provisions of Rule 10.1(B).

I hereby affirm that the written or oral statements I give before the City Council or any Council Committee thereof will be true and correct. By ascribing my signature below, ***I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.***

Signature of Speaker

☐ ***Please check if you are a paid representative or receiving <u>any</u> type of compensation or thing of value in exchange for speaking or attending today. (In accordance with Rule 49)***

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,472

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MCCARRON

AN ORDINANCE to establish a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #84, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: 8112 Breakwater Drive); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 22/26 was initiated by James T. Cali and Aimee C. Cali referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested conditional use in its report to the City Council dated May 15, 2026, presented in **Zoning Docket Number 22/26**; and

WHEREAS, the recommendation of the City Planning Commission was upheld and the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, subject to two (2) provisos, as stated in Motion Number M-26-226 of the Council of the City of New Orleans on June 4, 2026.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #84, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: 8112 Breakwater Drive); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The approval of the application is limited to Transient Lodging Use and any variances specifically granted as part of this application. With the exception of any variances that are specifically granted as part of this approval, the Transient Lodging Use shall be compliant with all relevant requirements of the zoning ordinance.
2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfillment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning

Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void. The preceding deadlines may be extended via motion in accordance with the Comprehensive Zoning Ordinance.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION
NO. M-26-226

CITY HALL: **June 4, 2026**

BY: COUNCILMEMBER MCCARRON

SECONDED BY: COUNCILMEMBER WILLARD

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and **favorable recommendation**, subject to two provisos, for **ZONING DOCKET 22/26 – James T. Cali and Aimee C. Cali**, requesting a Conditional Use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #84, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: **8112 Breakwater Drive**), is hereby received and the request is **approved**, subject to the two provisos recommended by the City Planning Commission.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted the flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Harris, Hughes, King, McCarron, Willard - 5**

NAYS: **Morrell - 1**

ABSENT: **Green - 1**

RECUSED: **0**

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: **June 24, 2026**

CALENDAR NO. 35,473

NO. _____ **MAYOR COUNCIL SERIES**

BY: COUNCILMEMBER MCCARRON

AN ORDINANCE to establish a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #85, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: 8114 Breakwater Drive); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 23/26 was initiated by James T. Cali and Aimee C. Cali referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of the requested conditional use in its report to the City Council dated May 15, 2026, presented in **Zoning Docket Number 23/26**; and

WHEREAS, the recommendation of the City Planning Commission was upheld and the changes were deemed necessary and in the best interest of the City of New Orleans and the request was approved by the City Council, subject to two (2) provisos, as stated in Motion Number M-26-227 of the Council of the City of New Orleans on June 4, 2026.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #85, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: 8114 Breakwater Drive); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The approval of the application is limited to Transient Lodging Use and any variances specifically granted as part of this application. With the exception of any variances that are specifically granted as part of this approval, the Transient Lodging Use shall be compliant with all relevant requirements of the zoning ordinance.

2. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfillment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill

the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void. The preceding deadlines may be extended via motion in accordance with the Comprehensive Zoning Ordinance.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION
NO. M-26-227

CITY HALL: **June 4, 2026**

BY: COUNCILMEMBER MCCARRON

SECONDED BY: COUNCILMEMBER WILLARD

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and **favorable recommendation**, subject to two provisos, for **ZONING DOCKET 23/26 – James T. Cali and Aimee C. Cali**, requesting a Conditional Use to permit a commercial short-term rental in an S-LM Lake Area Marina District and the Transient Lodging Interim Zoning District, for Boathouse #85, whose dimensions are 25 feet fronting on Breakwater Drive, and 25 feet fronting on the water and 80 feet in length from the street-side boundary, within the Municipal Yacht Harbor Marina of Lake Pontchartrain (Municipal Address: **8114 Breakwater Drive**), is hereby received and the request is **approved**, subject to the two provisos recommended by the City Planning Commission.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted the flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Harris, Hughes, McCarron, Willard - 4**

NAYS: **Morrell - 1**

ABSENT: **Green, King - 2**

RECUSED: **0**

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Aisha Collier

CLERK OF COUNCIL

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ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: **June 24, 2026**

CALENDAR NO. 35,477

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS KING AND HARRIS (BY REQUEST)

AN ORDINANCE to ordain and establish Chapter 70, Article III, Division 56 of the Code of the City of New Orleans, consisting of sections 70-415.350 through 70-415.354, for the purpose of creating the Crescent City Connection Bridge Lighting Fund to manage funding for decorative bridge lighting; to ordain and establish Chapter 146, Article XIV of the Code, consisting of sections 146-786 through 146-793, to provide relative to the maintenance, operation, and purchase by third parties of decorative lighting on the Crescent City Connection; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans is amended to add Sections 70-415.350 through 70-415.354 which shall read as follows:

"**CHAPTER 70 – FINANCE**

* * *

ARTICLE III. – FUNDS

* * *

DIVISION 56. – CRESCENT CITY CONNECTION BRIDGE LIGHTING FUND

Sec. 70-415.350. – Fund created.

There is hereby created a special fund designated as the Crescent City Connection Bridge Lighting Fund (hereinafter "fund").

Sec. 70-415.351. – Funding and purpose.

The fund shall be used exclusively for maintenance, operational, and programming costs associated with decorative lighting on the Crescent City Connection Bridge. All revenues collected from the operation of any bridge-lighting display program shall be deposited into the fund.

Sec. 70-415.352. – Restrictions on the fund.

Moneys deposited into the fund shall remain in the fund until spent for the purposes specified in this division. The funds may not be transferred into the general fund or any other funds.

Sec. 70-415.353. –Reports.

The director of the department of finance shall keep detailed and accurate records in the administration of the fund and shall make annual reports to the chief administrative officer and the city council, giving a complete and detailed written accounting of all revenues and expenditures of the fund.

Sec. 70-414.354. – Administration of the fund.

The fund shall be administered by the director of the department of finance in accordance with Home Rule Charter section 6-207 and shall be maintained in an interest-bearing account with interest accruing to the benefit of and to become part of the fund."

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans is amended to add Article XIV of Chapter 146 which shall contain sections 146-786 through 146-792 and shall read as follows:

"**CHAPTER 146 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES**

* * *

ARTICLE XIV. – CRESCENT CITY CONNECTION BRIDGE LIGHTING

Sec. 146-786. – Generally.

The city, through a department or operating unit designated by the chief administrative officer, may implement a program regulating displays of illumination on the Crescent City Connection Bridge and the purchase of lighting displays by third parties in accordance with this article.

Sec. 146-787. – Application process and approval.

The city may authorize lighting displays on the Crescent City Connection at the request of a third party upon approval of the responsible department and upon payment of the program fee established pursuant to this article. The application and approval process, including any required forms, submittals, and submission deadlines, shall be established by the responsible department and published online. Approval shall not be denied, nor any approved display cancelled, based upon a disagreement with the viewpoint of the applicant.

Sec. 146-788. – Program fee.

The schedule of fees for participation in the bridge lighting program shall be established by the responsible department and published online. The daily fee for bridge lighting displays shall be based on the complexity and cost of creating and implementing the lighting configuration and shall not be less than $1,000 per night. nor more than $15,000 per night. All fees collected pursuant to this article shall be deposited into the Crescent City Connection Bridge Lighting Fund established in chapter 70, division 56 of this code.

Sec. 146-789. – Blackout days and use by the city.

(a) The responsible department shall establish a schedule of days on which bridge lighting displays are reserved for lighting displays requested by the city, including displays necessary to comply with existing contractual obligations or to commemorate holidays, matters of local significance, and special events.

(b) The city shall have an absolute right to cancel or reschedule any scheduled lighting program and may substitute a city-initiated lighting display in its place. City-initiated lighting displays shall be subject to the approval of the chief administrative officer. City-initiated displays shall be made at no cost to the city; however, the chief administrative officer, in his or her discretion, may require the transfer of budgeted funds from a requesting department to the Crescent City Connection Bridge Lighting Fund to offset any foregone revenue.

(c) The city shall not circumvent the prohibition against fee waivers by requesting lighting displays on behalf of third parties pursuant to this section, absent an overriding public, economic, or cultural benefit of general applicability.

Sec. 146-790. – Prohibitions.

The department shall not authorize any custom lighting display that may distract vessel or vehicle bridge traffic.

Sec. 146-791. – Cancellations and refunds.

(a) Applicants may request cancelation of a purchased lighting display up to 14 days before the first scheduled lighting display date and receive a 50 percent refund of the daily lighting fee. Cancelations at the request of the applicant occurring less than 14 days before the display date shall not be refunded.

(b) In the event a cancelation or rescheduling at the order of the city, the applicant shall be notified in writing and shall be offered a full refund of program fees or the opportunity to reschedule the lighting display on a different day at no additional charge.

Sec. 146-792. – Waivers.

The fees imposed pursuant to this article shall not be waived.

Sec. 146-793. – State exemption.

To the extent required by contract, the state of Louisiana shall be exempt from the fees provided herein.

Secs. 146-794—146-795. – Reserved."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Public Works

Name of Contact Person: Stephen Nelson, Deputy CAO & Director

Telephone Number: 504 658 8000

Email Address: stephen.nelson@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This Ordinance is to authorize the City of New Orleans to establish the Crescent City Connection (CCC) Bridge Lighting Fund, to provide for a fee for private lighting on the CCC Bridge, and to provide for restrictions and administration of the Fund, to provide for the maintenance, operation and purchase by third parties of the CCC lighting, and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans

The obligations, expectations, and deliverables of the parties involved:

The Ordinance establishes the Crescent City Connection (CCC) Bridge Lighting Fund and sets a fee structure for various lighting scenarios.

Any fiscal implications for the City with the contract:

The City will use the fees generated by private lighting of the CCC Bridge for maintenance and programming costs associated with the lighting.

The public purpose and need for the contract:

To provide for a mechanism to allow for public access to lighting of the CCC Bridge and to establish fees and disposition of those fees to maintain the bridge lighting.

The duration of the contract:

This Ordinance will be in effect until its repeal or amendment.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: July 9, 2026

Reference: Council Rule 41 & City Code Section 2-813

1107

Calendar No. (Rev)
(Exp)

Name Patrick Judge 504-658-8689 Ext. 504-657-4858
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Ordinance to authorize the City of New Orleans to establish the Crescent City Connection (CCC) Bridge Lighting Fund as Division 56 of Article III in Chapter 70 of the Code of the City of New Orleans; to provide a fee for private lighting on the CCC; to ordain Sections 70-415.350 through70-415.354 of the Code of the City of New Orleans within said Division; and to establish Chapter 146, Article XIV of the Code, consisting of sections 146-786 through 146-793 to provide relative to the maintenance, operation, and purchase by third parties of decorative lighting on the Crescent City Connection; and otherwise to provide with respect thereto.

1. _____ stephen nelson
Department Head Deputy CAO

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3

1108

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Public Works

Name of Contact Person: Stephen Nelson, Deputy CAO & Director

Telephone Number: 504 658 8000

Email Address: stephen.nelson@nola.gov

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

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

This Ordinance is to authorize the City of New Orleans to establish the Crescent City Connection (CCC) Bridge Lighting Fund, to provide for a fee for private lighting on the CCC Bridge, and to provide for restrictions and administration of the Fund, to provide for the maintenance, operation and purchase by third parties of the CCC lighting, and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City of New Orleans

The obligations, expectations, and deliverables of the parties involved:

The Ordinance establishes the Crescent City Connection (CCC) Bridge Lighting Fund and sets a fee structure for various lighting scenarios.

Any fiscal implications for the City with the contract:

The City will use the fees generated by private lighting of the CCC Bridge for maintenance and programming costs associated with the lighting.

The public purpose and need for the contract:

To provide for a mechanism to allow for public access to lighting of the CCC Bridge and to establish fees and disposition of those fees to maintain the bridge lighting.

The duration of the contract:

This Ordinance will be in effect until its repeal or amendment.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: July 9, 2026

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: _____

CALENDAR NO. _____

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER _____ (BY REQUEST)

AN ORDINANCE to ordain and establish Chapter 70, Article III, Division 56 of the Code of the City of New Orleans, consisting of sections 70-415.350 through 70-415.354, for the purpose of creating the Crescent City Connection Bridge Lighting Fund to manage funding for decorative bridge lighting; to ordain and establish Chapter 146, Article XIV of the Code, consisting of sections 146-786 through 146-793, to provide relative to the maintenance, operation, and purchase by third parties of decorative lighting on the Crescent City Connection; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans is amended to add Sections 70-415.350 through 70-415.354 which shall read as follows:

"CHAPTER 70 – FINANCE

* * *

ARTICLE III. – FUNDS

* * *

DIVISION 56. – CRESCENT CITY CONNECTION BRIDGE LIGHTING FUND

Sec. 70-415.350. – Fund created.

There is hereby created a special fund designated as the Crescent City Connection Bridge Lighting Fund (hereinafter "fund").

Sec. 70-415.351. – Funding and purpose.

The fund shall be used exclusively for maintenance, operational, and programming costs associated with decorative lighting on the Crescent City Connection Bridge. All revenues collected from the operation of any bridge-lighting display program shall be deposited into the fund.

Sec. 70-415.352. – Restrictions on the fund.

Moneys deposited into the fund shall remain in the fund until spent for the purposes specified in this division. The funds may not be transferred into the general fund or any other funds.

Sec. 70-415.353. –Reports.

The director of the department of finance shall keep detailed and accurate records in the administration of the fund and shall make annual reports to the chief administrative officer and the city council, giving a complete and detailed written accounting of all revenues and expenditures of the fund.

Sec. 70-414.354. – Administration of the fund.

The fund shall be administered by the director of the department of finance in accordance with Home Rule Charter section 6-207 and shall be maintained in an interest-bearing account with interest accruing to the benefit of and to become part of the fund."

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans is amended to add Article XIV of Chapter 146 which shall contain sections 146-786 through 146-792 and shall read as follows:

"CHAPTER 146 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

* * *

ARTICLE XIV. – CRESCENT CITY CONNECTION BRIDGE LIGHTING

Sec. 146-786. – Generally.

The city, through a department or operating unit designated by the chief administrative officer, may implement a program regulating displays of illumination on the Crescent City Connection Bridge and the purchase of lighting displays by third parties in accordance with this article.

Sec. 146-787. – Application process and approval.

The city may authorize lighting displays on the Crescent City Connection at the request of a third party upon approval of the responsible department and upon payment of the program fee established pursuant to this article. The application and approval process, including any required forms, submittals, and submission deadlines, shall be established by the responsible department and published online. Approval shall not be denied, nor any approved display cancelled, based upon a disagreement with the viewpoint of the applicant.

Sec. 146-788. – Program fee.

The schedule of fees for participation in the bridge lighting program shall be established by the responsible department and published online. The daily fee for bridge lighting displays shall be based on the complexity and cost of creating and implementing the lighting configuration and shall not be less than $1,000 per night. nor more than $15,000 per night. All fees collected pursuant to this article shall be deposited into the Crescent City Connection Bridge Lighting Fund established in chapter 70, division 56 of this code.

Sec. 146-789. – Blackout days and use by the city.

(a) The responsible department shall establish a schedule of days on which bridge lighting displays are reserved for lighting displays requested by the city, including displays necessary to comply with existing contractual obligations or to commemorate holidays, matters of local significance, and special events.

(b) The city shall have an absolute right to cancel or reschedule any scheduled lighting program and may substitute a city-initiated lighting display in its place. City-initiated lighting displays shall be subject to the approval of the chief administrative officer. City-initiated displays shall be made at no cost to the city; however, the chief administrative officer, in his or her discretion, may require the transfer of budgeted funds from a requesting department to the Crescent City Connection Bridge Lighting Fund to offset any foregone revenue.

(c) The city shall not circumvent the prohibition against fee waivers by requesting lighting displays on behalf of third parties pursuant to this section, absent an overriding public, economic, or cultural benefit of general applicability.

Sec. 146-790. – Prohibitions.

The department shall not authorize any custom lighting display that may distract vessel or vehicle bridge traffic.

Sec. 146-791. – Cancellations and refunds.

(a) Applicants may request cancelation of a purchased lighting display up to 14 days before the first scheduled lighting display date and receive a 50 percent refund of the daily lighting fee. Cancelations at the request of the applicant occurring less than 14 days before the display date shall not be refunded.

(b) In the event a cancelation or rescheduling at the order of the city, the applicant shall be notified in writing and shall be offered a full refund of program fees or the opportunity to reschedule the lighting display on a different day at no additional charge.

Sec. 146-792. – Waivers.

The fees imposed pursuant to this article shall not be waived.

Sec. 146-793. – State exemption.

To the extent required by contract, the state of Louisiana shall be exempt from the fees provided herein.

Secs. 146-794—146-795. – Reserved."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,478

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL (BY REQUEST)

AN ORDINANCE to grant a non-exclusive wireless franchise to SQF, LLC DBA VERTA to construct, maintain, operate, and authorize new wireless facilities on and under the public rights-of-way within the corporate limits of the City of New Orleans, with locations subject to the approval of the Grantor, to provide for annual payments, and the furnishing of a surety bond; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a non-exclusive wireless franchise is hereby granted to SQF, LLC DBA VERTA ("Grantee") to construct, install, maintain, and operate wireless facilities, on and under the public rights-of-way within the City of New Orleans ("City"), with locations subject to approval by the Grantor. The purpose of the installation of these facilities is to provide wireless service within the corporate limits of the City.

Each facility shall be designed and constructed in compliance with all applicable city, state, and federal codes, and are subject to the conditions of and approval by the Grantor, including the Department of Public Works, the Department of Safety and Permits, the Department of Parks and Parkways, the Historic Districts Landmark Commission, the Vieux Carré Commission, and/or any other appropriate agency. A detailed design for each facility shall be filed with the Grantor. All required information and/or amended exhibits shall be submitted with any application to amend this Franchise to the Grantor.

SECTION 2. THAT THIS NON-EXCLUSIVE FRANCHISE IS GRANTED AS SET FORTH IN SECTIONS 2 THROUGH 18.

A. Grant of Authority

1. Grantor grants to Grantee, a Delaware Limited Liability Company qualified to do business in the State of Louisiana, and Grantee's successors and

assigns, as approved by the Grantor under Section 13 of this Franchise, the limited privilege and authority to access utility poles located in City rights-of-way, to construct, repair, replace, maintain, and operate Wireless Facilities in, under, and on the surface of City rights-of-way, including the right to attach such Facilities to the City's utility poles subject to the approvals required herein.

2. The Wireless Facilities will be used to provide telecommunications and transmission of data. Grantee represents that it has applied for and received all necessary regulatory authority to provide any telecommunication services provided by Grantee using the Wireless Facilities.

B. Term. The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten (10) years. After ten (10) years, the parties may opt to:

- Allow the Franchise agreement to continue under its terms and conditions with no changes for an additional five (5) years which shall require no action by either party; or
- Re-negotiate the terms prior to continuing the Franchise agreement for an additional five (5) years. If no mutual written modification is agreed upon by both parties, the Franchise shall expire.

The term of this Franchise is measured from its effective date, unless terminated sooner as provided in this Franchise or renewed in accordance with Section 15.

C. Effective Date. The effective date of the Franchise shall be the date of acceptance of the Franchise by the Grantee as provided in Section 19.

D. Franchise Not Exclusive. This Franchise is not exclusive. Grantor expressly reserves the right to grant rights to other persons, as well as the right in its own name as a municipality, to use the rights-of-way for similar or different purposes allowed Grantee hereunder, by lease, franchise, permit, or otherwise.

E. Charter and General Ordinances to Apply. To the extent authorized by law, this Franchise is subject to the Charter of the City of New Orleans and general ordinance provisions passed pursuant thereto, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of

the various codes and ordinances of the City regarding permits, fees to be paid or the manner of construction.

SECTION 3. DEFINITIONS.

A. Captions. Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

B. Definition. For the purpose of this Franchise, the following terms, phrases, and their derivations shall have the meanings stated below, and any other capitalized terms, phrases, and their derivations not otherwise defined in this Franchise shall have the meanings stated in the City Code in the Wireless Franchise Act. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "City Council" means the Council of the City of New Orleans.
2. “Force Majeure” means acts of God, including landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, partial or entire failure of utilities, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots, or other similar events which are not reasonably within the control of the parties hereto.
3. "Franchise" means the authority granted by this ordinance to occupy the public rights-of-way and public property in the City for the use, installation, maintenance and/or repair of Wireless Facilities, pursuant to the Home Rule Charter.
4. "Grantee" means SQF, LLC DBA VERTA
5. “Grantor” means the City of New Orleans, as represented by the City Council acting within the scope of its authority to grant franchises pursuant to the Home Rule Charter of the City of New Orleans, or any of the City’s departments, agencies, political subdivisions, boards, commissions, officers, officials, employees, and volunteers.

6. "Hazardous Substance" means any gaseous, liquid, or solid material which because of its quantity, concentration, or physical, chemical, or biological composition when released into the environment poses a substantial present or potential hazard to human health, the environment, or property, and which material is identified or designated as being hazardous by rules and regulations adopted and promulgated by the secretaries of the Department of Environmental Quality or of the Department of Public Safety and Corrections, regardless of whether it is intended for use, reuse, or is to be discarded.

7. "Lease" means the right, however framed or structured, and the document or agreement evidencing such right, granted by Grantee to a third party to occupy any of Grantee's equipment and plant for the transaction of the third party's business. The term does not include the provision of Grantee's wireless services, nor does it include the sale by the Grantee to a third party of any of Grantee's tariffed telecommunications services.

8. "Penalty" means any and all monetary penalties provided for in this Franchise.

9. “Public right-of-way,” "ROW," "rights-of-way" or "Streets" means the surface of and the space above and below any public street, road, alley, sidewalk, neutral ground, right-of-way, or highway within the Grantor, used or intended to be used by the general public for travel, to the extent the Grantor has the right to allow Grantee to use them.

10. “Wireless Facility” or “Facility” means (1) equipment at a fixed location that enables wireless communications between user equipment and a communications network including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment; (2) includes a small wireless facility; and (3) does not include: (a) the structure or improvements on, under or within which the equipment is collocated; (b) a wireline backhaul facility, coaxial cable or fiber-optic cable between wireless support structures or utility poles; or (c) coaxial or

fiber-optic cable otherwise not immediately adjacent to, or directly associated with, an antenna. The term "Wireless Facility" does not apply to any wireless facility exempted from the Wireless Franchise Act by federal law or state law.

SECTION 4. COMPENSATION AND AUDITING.

A. Amount of Compensation. As compensation for the benefits and privileges under this Franchise and in consideration of permission to use the ROW of the Grantor, the Grantee shall pay as an annual franchise fee to the Grantor, through the duration of this Franchise: $300.00 per Wireless Facility per year on a City-owned asset or co-located upon an asset owned by a public utility or wireless services provider operating pursuant to a Franchise from the Grantor. The annual Franchise fee shall be payable in quarterly installments. No wireless equipment may be installed, erected, or otherwise placed pursuant to this Franchise without first securing a permit for same from the Grantor.

B. Franchise Fee Payments.

1. The Franchise fee shall be payable in quarterly installments. For the first calendar year of this Franchise, the first installment of Grantee's Franchise fee shall be paid forty-five (45) days after the end of the calendar quarter including the effective date of this Franchise. Thereafter, Grantee's franchise fee payable under Section 5(A) shall be paid to the Grantor quarterly in arrears if owed. Each such franchise fee payment shall be made for the immediately preceding calendar quarter, and each quarterly payment shall be paid on or before forty-five (45) days after the end of the preceding calendar quarter. All payments due under this Franchise shall be made to the Department of Finance with copy to the Department of Safety and Permits.
2. Franchise fee payments not received by the Grantor on or before the due date shall be assessed interest of 1% per month commencing on the first day after the due date.
3. Any payment not paid when due shall be subject to a delinquency penalty charge of five percent (5%) of the unpaid amount. Failure to make full

payment and penalty charges within sixty (60) days of the applicable payment date shall constitute a violation of this Franchise.

C. Reports. Each payment under Section 5(B) shall be accompanied by a written report to the Grantor, verified by an officer or other authorized representative of Grantee, containing an accurate statement in summarized form of each Wireless Facility deployed pursuant to this Franchise agreement, including those attached to utility poles during the preceding calendar quarter, together with franchise fees based upon such statement. Such reports shall be in a form reasonably satisfactory to the Grantor. Such written reports shall be held confidential by Grantor and include all corresponding permit numbers.

D. Cost of Pre-franchising and Publication. Upon request by Grantor, Grantee shall pay all costs associated with promulgation and publication of the Franchise ordinance within thirty (30) days of receipt of said request.

E. Acceptance of Payment and Recomputation. No acceptance of any payment from Grantee shall be construed as an accord by the Grantor that the amount paid is in fact the correct amount, nor shall any acceptance of payments by the Grantor be construed as a release of any claim the Grantor may have for further or additional sums payable.

1. All amounts paid under Section 5 shall be subject to confirmation and recomputation by the Grantor. The Grantee agrees to reimburse the Grantor for:

   a. The costs of such confirmation if the Grantor's recomputation discloses that the Grantee has paid less than 95% of the franchise fees owing for the period at issue upon receipt of an invoice from the Grantor showing such costs were actually incurred and directly related to the audit.

   b. One-half of the costs of such confirmation if the Grantor's recomputation discloses that the Grantee had paid 95% or more, but less than 98%, of the franchise fees owing for the period at issue.

   c. The Grantor's costs which may be reimbursed under this Section 5(E) shall not exceed $10,000.00 per audit or financial review.

d. If the Grantor determines that Grantee made any underpayment, and that the underpayment is 5% or less of the amount due, Grantee shall pay interest pursuant to Section 5(B)(2) above. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received. In such case, the delinquency penalty of Section 5(B)(3) shall not be applicable.

e. If the Grantee disputes any of the franchise fees to be paid to the Grantor under Section 5, the Grantee shall place the entire disputed amounts in an escrow account until final resolution of the dispute.

f. The Grantor and its agents and representatives shall have authority to arrange for and conduct reviews of the relevant financial obligations payable hereunder. The Grantor may reasonably determine the scope of review in each instance. All amounts paid by Grantee shall be subject to review by the Grantor, provided that such review be completed within five (5) years from the date payment was due. Grantor requests for reviews shall be in writing. If Grantee has not provided copies of all information within the scope of the review to the Grantor within thirty (30) days from the date of the written request, Grantee shall readily provide access at a mutually agreeable location during normal business hours. If the Grantor requests in writing that the Grantee provide, or cause to be provided access to, copies of any information within the scope of the review, and the Grantee fails within thirty (30) days of receipt of the request to provide, or cause to be provided access to, such information, a penalty charge of 5% of the quarterly franchise fee may be assessed if Grantee fails to provide, or fails to cause to be provided access to, such requested information.

SECTION 5. GENERAL INSURANCE AND BONDING PROVISIONS.

A. Insurance.

1. Except as provided in subsection (3) below, Grantee shall maintain in full force and effect, at its own cost and expense, commercial general liability

insurance (CGL) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of $1,000,000.00 per occurrence, and $2,000,000 in the aggregate.

In addition, the grantee Grantee shall obtain worker's compensation coverage for work done under the Franchise and as required by the State of Louisiana, with statutory limits, and employer's liability insurance with a limit of $1,000,000.00 per accident for bodily injury or disease, policy limit.

2. Grantee shall provide the director and the Grantor's Risk Manager with a certificate of insurance including the Grantor as an additional insured as their interest may appear under this Franchise on each policy (except workers compensation and employer's liability) and extension or renewal thereof. Grantee shall maintain on file with the director and Grantor's Risk Manager a current certificate of insurance certifying the coverage required. The certificate of insurance shall be subject to the reasonable approval as to form by the Grantor's Risk Manager. Upon receipt of notice from its insurer(s), Grantee shall provide at least thirty (30) days' prior written notice to Grantor of such cancellation of required coverage that is not replaced.

3. In the event Grantee is self-insured as to any required coverage, then in lieu of the certificate of insurance required herein, Grantee shall provide Grantor upon the effective date of the Franchise, proof that Grantee's self-insurance program is sufficiently liquid or that Grantee has sufficient net worth to cover all losses in the amount shown in subsection (1) above. Grantee shall immediately notify Grantor of any change in its self-insured status as to any coverage required hereunder, and of any change in the ability of Grantee to cover the losses specified in subsection (1) above.

4. Grantee shall, at its own expense, maintain in full force and effect throughout the duration of the Franchise, a liability insurance policy or policies underwritten by a carrier rated by A.M. Best's as A- or better and authorized to do business in the state, and upon prior notice and at

reasonable times, a copy of such policy or policies shall be available for review by Grantor at the offices of Grantee. Such policy or policies, with the exception of workers compensation and employer's liability policy, shall name the Grantor as an additional insured as their interest may appear under this Franchise. Such policy or policies shall apply as primary insurance and shall stipulate that no other insurance in effect by the City will be called on to contribute to a loss covered hereunder and shall provide for a waiver of subrogation. Upon the effective date of the Franchise, the Grantee shall furnish certificates of insurance as proof to the Grantor that satisfactory insurance policies have been obtained. A copy of the certificate of insurance shall be on file with the department of safety and permits and maintained current at all times.

B. Faithful Performance Bond.

1. Upon the effective date of this Franchise, Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantor, with good and sufficient surety approved by the Grantor, in the penal sum of five hundred thousand dollars ($500,000) for the first five years of the Franchise term and thereafter shall be in the amount of two hundred fifty thousand dollars ($250,000) for the subsequent ten-year period, conditioned that Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. Grantee shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of this Franchise, including, if necessary, the time required for removal of all of Grantee's Facilities installed in the City's rights-of-way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' prior written notice first being given to the City's Risk Management, Law Department, and Department of Public Works, with the approval of Director of the Department of Public Works. The bond shall be subject to the approval as to form by the City Attorney.

2. During the term of this Franchise, Grantee shall file with director of Safety and Permits with copy to the Grantor's Risk Management a duplicate copy of the bond along with written evidence of payment of the required premiums.

C. Construction Bond. During all times when Grantee is performing any construction work in, on, or under the ROW, Grantee shall post a performance bond, in the sum of five hundred thousand dollars ($500,000) for the first five years of the Franchise term and thereafter shall be in the amount of two hundred fifty thousand dollars ($250,000) for the subsequent ten-year period. The bond shall be conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition under Section 7. Grantee shall pay all premiums or other costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the construction work. The bond shall provide that it may be terminated upon final approval of Grantee's construction work in or under the ROW by the Department of Public Works. During the duration of the construction work, Grantee shall file with the Department of Public Works and Risk Management a copy of the bond, along with written evidence of the required premiums. The bond shall be subject to the approval as to form by the City Attorney.

SECTION 6. COVENANT TO INDEMNIFY AND HOLD GRANTOR HARMLESS; LIMITATION OF LIABILITY.

A. General Indemnification. The Grantee agrees to indemnify, defend, and hold harmless the Grantor, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the Grantor or for which the Grantor may be liable, to the extent caused by the negligence or willful misconduct, of the Grantee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Grantee's Facilities, except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise from the negligence, willful misconduct, or other fault of the Grantor. The Grantor does not and shall not waive any rights against the Grantee which it

may have by reason of this indemnification, or because of the acceptance by, or the Grantee's deposit with the City of any of the insurance policies described in this Franchise. The indemnification by the Grantee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Relocation Indemnification. Grantee also hereby agrees to indemnify the Grantor for any damages, claims, additional costs, or expenses assessed against or payable by the Grantor arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the Grantor ROW in accordance with a relocation schedule furnished to Grantee by the Department of Public Works under this Franchise.

C. Neither party will be liable under or in connection with this Franchise for consequential, indirect, special, incidental or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

SECTION 7. CONSTRUCTION, REPLACEMENT, REPAIRS, AND MAINTENANCE.

A. Permits. Grantee shall apply for and obtain all permits for the construction, installation, and operation of its Facilities in the right-of-way. Grantee shall pay all applicable fees due for City construction permits. Upon receipt of a permit for construction or installation of its Facilities, Grantee shall provide a construction schedule for the installation and removal of equipment to the Department of Public Works. Such schedule shall be subject to modification by the Department of Public Works. All construction and maintenance of any and all Grantee's Facilities within the right-of-way shall, regardless of who performs installation and/or construction, be and remain the responsibility of Grantee.

B. Installation and Removal of Equipment. Grantee's Facilities shall be installed and maintained in accordance with the laws of the State of Louisiana and the ordinances and standards of the City regulating such construction. Grantee may remove its

Facilities from the right-of-way at any time at Grantee's discretion provided that Grantee complies with all applicable permitting requirements in connection with such removal, and Grantee shall not owe any franchise fees with respect to a Facility following its removal.

C. Common Users. Grantee's Facilities may be attached to utility poles within the ROW, including proprietary poles installed and owned by Grantee. Grantee shall also allow and encourage other wireless carriers to co-locate facilities on utility poles with Grantee's Facilities, provided (i) with respect to Facilities that are Grantee's proprietary poles, that such co-location shall be pursuant to rates, terms, and conditions reasonably agreed to by Grantee, (ii) such co-location does not interfere with Grantee' s Facilities or jeopardize the physical integrity of the utility poles, (iii) the owner of the utility poles and the Grantor consents to such co-locations, and (iv) the Grantor approves the co-location.

1. Damage to Utility Poles. If a utility pole falls or is damaged due to the actions or omissions of Grantee such that there is an imminent threat of harm to persons or property, then the Grantor may require the utility pole to be removed. Grantee shall, after written notice from the Grantor that damage to or removal of such utility poses the risk of imminent harm to persons or property, immediately undertake efforts to repair or replace or remove the utility pole and the utility pole shall be repaired or replaced within thirty (30) days after the Grantor's written notice. Grantee shall, in all other instances, repair or replace or remove such damaged utility pole within ninety (90) days, provided Grantee commences such repair or replacement during the thirty (30) day period after receiving written notice from the Grantor and thereafter diligently pursues to completion. The cost to repair and/or replace any such utility pole damaged by Grantee, including the replacement Grantor streetlight, bulb, and ancillary equipment shall be paid by Grantee; provided, however, that if the utility pole is damaged or destroyed by normal wear and tear, the Grantor, or any third party, then the Grantee shall not be responsible to repair and/or replace the utility pole.

D. Relocation. The Grantor shall have the right to require Grantee to change the location of its Facilities in the ROW when the public use requires such change, and the expense thereof shall be paid solely by Grantee. The Grantor shall provide Grantee with the standard notice given under the circumstances to other lessees, franchisees, licensees, or permittees, but no less than ninety (90) days' notice (except in the case of imminent risk to persons or property, in which case ninety (90) days' notice is not required). Should Grantee fail to remove or relocate any such Facilities by the date established by the Grantor, the Grantor may cause and/or effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all expenses incurred by the Grantor due to Grantee's delay.

1. The provisions of this section shall in no manner require or preclude Grantee from making any arrangements with third parties it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity, other than the Grantor where the Facilities to be constructed by said person or entity are not or will not become Grantor owned, operated or maintained Facilities.

E. Maps and Records. The Grantee shall produce and maintain a complete set of "as built" GIS layer(s) and, to the extent available, shall provide the Grantor two updated complete sets of as-built GIS layer(s) annually, at a minimum, upon request by the Grantor. The "As-built" asset attributes shall be produced in a form acceptable to the Grantor's GIS Manager, the Director of the Department of Safety and Permits, and any other relevant manager of the authorizing department. All costs associated with this work are the responsibility of the Grantee.

F. Restoration after Construction. Grantee shall, after construction, maintenance, or repair of Facilities, leave the ROW in as good or better condition in all respects as it was before the commencement of such construction, maintenance or repairs, excepting normal wear and tear. Grantee agrees to promptly complete restoration work and to promptly repair any damage caused by such work at its sole cost and expense. Restoration work required to protect against an imminent threat to persons or property shall be commenced immediately and shall be completed within thirty (30) days of the Grantor's written notice. Any and all other restoration work not

creating a threat of imminent harm shall be completed within ninety (90) days, provided Grantee commences such repair or replacement during the forty five (45) day period after receiving written notice from the Grantor and thereafter diligently pursues to completion. When any opening is made by Grantee in a hard surface pavement in any street, Grantee shall notify the Grantor thirty (30) days in advance. Grantee shall promptly refill the opening and restore the surface to a condition satisfactory to the Grantor. All excavations made by Grantee in the ROW shall be properly safeguarded for the prevention of accidents. All of Grantee's work under Section 8 shall be done in strict compliance with all applicable rules, regulations and ordinances of the Grantor.

G. Tree Pruning.

1. After obtaining a written permit from the Grantor, Grantee may prune or cause to be pruned, using proper arboricultural practices in accordance with such permit, any tree in or overhanging the ROW which interferes with Grantee's Facilities.

2. Grantor may, at its discretion, waive the notification and permit process in the case of single trees, if Grantee adequately demonstrates to the Grantor's satisfaction the ability to consistently apply proper arboricultural practices to the pruning of trees. Before any tree trimming permit may be issued, any contractor to be used by Grantee shall be subject to the approval of the Grantor. Grantor shall have the discretion to cancel the permit if, at any time, Grantee or its agents, fails to use proper arboricultural practices.

SECTION 8. RESERVATION OF CITY STREET RIGHTS

Nothing in this Franchise shall be construed to prevent the Grantor from constructing sewers, grading, paving, repairing, and/or altering any street or laying down, repairing, or removing water mains or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as to not obstruct, injure, or prevent the unrestricted use and operation of Grantee's Facilities in the ROW. However, if any of Grantee's Facilities interfere with the construction or repair of any Street or public improvement, including construction, repair or removal of a sewer or water main, Grantee's Facilities shall be removed or replaced in the manner the Grantor shall direct in

accordance with Section 8(D); provided, however, the Grantor will cooperate with Grantee to identify alternate locations within the ROW. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the Grantor written notice to Grantee, the Grantor may cause and/or effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay.

SECTION 9. MAINTENANCE OF FACILITIES.

Grantee shall provide and put in use all Facilities necessary to control and provide wireless services so as to prevent injury to the Grantor's property or property belonging to any person within the City. Grantee, solely at its own expense, shall repair, renew, change and improve said Facilities from time to time as may be necessary to accomplish this purpose. New or modified Wireless Facility designs shall be approved by and routed to the appropriate departments and commissions for approval.

SECTION 10. DISCONTINUED USE OF FACILITIES.

A. Whenever Grantee intends to discontinue use of its Facilities within all or part of a particular portion of the ROW and does not intend to use said Facilities again for six months or more, Grantee shall provide no less than ninety (90) days advance notice to the Grantor. In addition, Grantee shall submit for the Grantor’s approval a completed application describing the Facilities and the date on which Grantee intends to discontinue using the Facilities.

B. The Grantor may require Grantee to remove the Facility from the ROW or modify the Facility in order to protect the public health and safety or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the Facility; provided, however, that Grantee may elect to remove its Facility entirely in the event the Grantor requests any modification. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the Grantor, provided that the Grantor shall provide no less than ninety (90) days advanced notice of any required removal or modification. Until such time as Grantee removes or modifies the Facility as directed by the Grantor, or until the rights to and responsibility for the Facility are

accepted by another person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance and restoration of the ROW, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

SECTION 11. HAZARDOUS SUBSTANCES.

A. Compliance. Grantee shall comply with all applicable state and federal laws, statutes, regulations, and orders concerning Hazardous Substances relating to Grantee's Facilities in the ROW.

B. Maintenance and Inspection.

l. Grantee shall maintain and inspect its Facilities located in the ROW. If Grantee discovers any leaks, spills, releases, or other contamination associated with, arising from, or due to its Facilities in the ROW, Grantee shall report the discovery to the Grantor within 48 hours. Grantee shall immediately proceed to repair, contain, extract, detoxify, and remediate any Hazardous Substances in the ROW associated with, resulting from, or due to any leaks, spills, releases, or other contamination from its Facilities.

2. Upon notice to Grantee and in the presence of an authorized representative of Grantee, the Grantor may inspect Grantee's Facilities in the ROW to determine if any release of Hazardous Substances has occurred, or may occur, from or related to Grantee's Facilities.

C. Remediation. In the event Grantee creates a discharge or release of Hazardous Substances in violation of law, Grantee shall remove all contamination or residue of Hazardous Substances in compliance with applicable environmental cleanup standards. If Grantee fails to remove all such contamination or residue, in compliance with standards set by federal, state, and local laws, statutes, regulations, and orders, the Grantor may arrange for the cleanup, extraction, detoxification, removal, or remediation of the Hazardous Substances and the costs of such clean up, extraction, detoxification, or neutralization shall be charged to the Grantee and the Grantee shall promptly pay such charges.

1. Upon request, the Grantor shall provide Grantee with information within the Grantor's possession which identifies other potentially responsible parties for the purposes of recovering such removal costs.

D. Indemnification. Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of the release or threat of release of Hazardous Substances caused by Grantee's ownership or operation of its Facilities in the ROW except for those claims, costs and expenses which arise from the negligence, willful misconduct, or other fault of the Grantor or any public agency operating under the authority thereof. Nothing in this Franchise agreement transfers or is intended to transfer any liability to the Grantor for remediation of any such Hazardous Substances in the ROW. The indemnification herein shall survive the expiration or termination of this Franchise.

SECTION 12. GRANTOR'S WRITTEN CONSENT REQUIRED FOR ASSIGNMENT, TRANSFER, MERGER, LEASE OR MORTGAGE.

A. Nontransferable Requirements

(1) Grantee shall provide the Grantor with written notice of any transfer, sale, or assignment resulting in a change in control of Grantee within ten (10) days after the completion of such transfer, sale, or assignment. Grantee shall provide Grantor with copies of material petitions, applications, communications, and reports submitted by the Grantee to the Federal Communications Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction over any aspect of such transfer, sale or assignment.

(2) Except for sales, assignments, or transfers of Franchise by reason of transfers, sales, or assignments resulting in a change of control of Grantee, the Franchise shall not be sublet or assigned, nor shall any of the rights therein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person or entity, except the Grantee, without the prior consent of the Grantor expressed by ordinance. Such consent shall not be unreasonably withheld. The Grantor shall be deemed to have consented if the Grantor has not acted within one

hundred twenty (120) days after receipt of Grantee's request for approval unless Grantor and Grantee agree to an additional period of time for Grantor's review. The granting of such consent shall not render unnecessary any subsequent consent. For the purpose of determining whether it will consent to such change, transfer, or assignment of the Franchise, the Grantor may inquire into the qualifications of the prospective holder of the Franchise, including, but not limited to proof of such person or entity's compliance with the insurance and Security Fund requirements of this Franchise, and Grantee shall assist the Grantor in any such inquiry.

(3) Within sixty (60) days after transfer, sale, or assignment of the Franchise, Grantee shall file with the Grantor a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, transfer or assignment, certified and sworn to as correct by the Grantee.

(4) For purposes of this Franchise, a change in control of Grantee occurs:

a. When a 51 percent ownership interest in the Grantee is acquired;

b. When an ownership interest changes from 51 percent or more to 50 percent or less;

c. When substantially all of the assets of the Grantee are acquired by a third party; or

d. When control, as defined by the regulations of the Securities and Exchange Commission, is acquired.

(5) Notwithstanding any provision in this Franchise to the contrary, Grantee shall have the right to assign this Franchise, in whole or in part, to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of Grantee that are subject to this Franchise, provided in each case Grantee provides Grantor with prior written notice of such assignment as soon as reasonably possible but in no event less than thirty (30) days prior to such assignment.

B. Transfers without Consent in Ordinary Course of Business. Grantee shall not Lease any of its Facilities without the City's prior consent as expressed by ordinance. However, and notwithstanding Section 13(A), Grantee may Lease, license, or grant

the right to use any portion of its Facilities in the ordinary course of its business without otherwise obtaining the City's consent by ordinance, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating, and removing such Facilities, and Grantee provides Grantor with written notice of the Lease, which includes Grantee's assumption of Grantee's continued responsibility for locating, servicing, repairing, relocating and removing its Facilities. A lessee of Grantee's Facilities shall not obtain any rights under this Franchise.

1. Notwithstanding Section 13(A)(l), Grantee may sell portions of its Facilities in the ordinary course of its business, so long as Grantee complies with the following conditions (to the extent that Grantee does not remain responsible for the operation of such Facilities pursuant to a lease, license, or right to use the Facilities compliant with Section 13(B)):
    a. The purchaser acquires a new franchise with the City within sixty (60) days of the sale execution. If the purchaser is not granted a new franchise, the purchaser shall remove, at its cost, any Facilities that are the subject of the sale.
    b. Within fourteen (14) days of the sale being executed and becoming final, Grantee shall provide written notice to the City, describing the Facilities sold by Grantee, identifying the purchaser of the Facilities, the location of the Facilities (in accordance with the requirements of Section 7(G), and providing an executed counterpart or certified copy of the sales documents to the Department of Safety and Permits.
    c. Grantee shall remain solely responsible for locating, servicing, repairing, or removing its remaining Facilities.

SECTION 13. FORFEITURE AND REMEDIES.

A. Forfeiture. In addition to any other rights set out elsewhere in this Franchise, the Grantor reserves the right to declare a forfeiture of the Franchise, and all of Grantee's rights arising thereunder, in the event that:

1. Grantee violates any material provision of the Franchise and does not cure such violation in accordance with Section 14(D). For purposes of this Franchise, the following are material provisions of this Franchise, allowing the Grantor, without limitation, to exercise its rights under this Section or as set forth elsewhere in this Franchise:
    a. The failure to pay Grantee's payments of franchise fees to the Grantor for use of the ROW under this Franchise;
    b. Any failure by Grantee to submit timely reports regarding the calculation of its franchise fees to the Grantor;
    c. Any failure by Grantee to maintain the liability insurance required under this Franchise;
    d. Any failure by Grantee to maintain the performance bond required under this Franchise;
    e. Any failure by Grantee to otherwise fully comply with the requirements of Sections 3 through and including Section 18 of this Franchise.
2. Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the Grantor.
3. There is a final determination that Grantee has failed, refused, neglected, or is otherwise unable to obtain and/or maintain any permit required by any federal or state regulatory body regarding Grantee's operation of its Facilities or services within the City.
4. Grantee files for bankruptcy.

B. Additional Remedies. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code, the Grantor reserves the right at its sole option to apply any of the following remedies, alone or in combination:

1. Impose a financial penalty of up to $1,000.00 per violation; and

2. Suspend Grantee's rights under this Franchise, until Grantee corrects or otherwise remedies the violation.

C. Determination of Remedy. In determining which remedy or remedies are appropriate, the Grantor shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the Grantor deems appropriate.

D. Notice and Opportunity to Cure. The Grantor shall give Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section, stating the reasons or such action. If Grantee cures the stated reason within the thirty (30) day notice period, or if Grantee initiates efforts satisfactory to the Grantor to remedy the stated reason and the efforts continue in good faith, the Grantor shall not exercise its remedy rights. If Grantee fails to cure the stated reason within the thirty (30) day notice period, or if Grantee does not undertake and/or maintain efforts satisfactory to the Grantor to remedy the stated reason, then the Grantor may impose any or all of the remedies available, including termination of the Franchise agreement.

SECTION 14. EXPIRATION AND RENEWAL.

Renewal. The term of this Franchise agreement is ten (10) years. To accommodate rapid changes in technology, increase transparency, facilitate inclusion of feedback from community stakeholders, and provide opportunities to improve the Franchise agreement before the expiration of the ten (10) year period, this Franchise agreement allows, but does not require, the Grantor and Grantee to re-negotiate the terms of this Franchise agreement that will be in effect after an initial ten (10) year period.

If both parties remain satisfied with the Franchise agreement, at the ten (10) year mark, they may do nothing, in which case the Franchise agreement shall continue under its terms and conditions for another five (5) years in accordance with Section 3.B. However, the parties also may opt to revise the Franchise agreement to satisfy changed circumstances in accordance with Section 3.B. If no mutual written modification is agreed upon by both parties, the Franchise shall expire pursuant to Section 3.B.

Until such time as the Grantor exercises its rights as set forth in this Section, Grantee's rights and responsibilities within the Grantor shall continue to be controlled by the terms and conditions of this Franchise.

SECTION 15. MISCELLANEOUS.

A. Compliance with Laws; Change of Law.

1. Both Grantee and the Grantor shall comply with all applicable federal and state laws.

2. Both Grantee and the Grantor shall comply with all applicable Grantor ordinances, resolutions, rules, and regulations adopted or established pursuant to the Grantor's lawful authority.

3. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the effective date of this Franchise and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

B. Severability. If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected.

C. Regulation and Non-enforcement by the Grantor. The Grantor shall be vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the Grantor to enforce prompt compliance, nor does the Grantor waive or limit any of its rights under this Franchise by reason of such failure or neglect.

D. Force Majeure.

1. If Grantee is wholly or partially unable to carry out its obligations under this Franchise as a result of Force Majeure, Grantee shall give the Grantor prompt notice of such Force Majeure, describing the same in reasonable detail, and Grantee's obligations under this Franchise, other than for the payment of franchise fees or other monies due, shall not be deemed in violation or default for the duration of the Force Majeure. Grantee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Grantee's inability by reason of Force Majeure to carry out its responsibility and duties under this Franchise.

E. Choice of Forum. Any litigation between the Grantor and Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Civil District Court for the Parish of Orleans, and if in the federal courts in the United States District Court, Eastern District of Louisiana.

F. Consents. To the extent either party is required hereunder to obtain the consent or approval of the other, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

G. Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (3) sent by overnight or commercial air courier (such as Federal Express) addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

1. If to the Grantor: City Attorney's Office
   1300 Perdido Street, Ste. 5E03
   New Orleans, LA 70112
   504-658-9800
2. With a copy to: Chief of Staff & Counsel
   Council Utilities Regulatory Office
   1300 Perdido Street, Ste 6E07
   New Orleans, LA 70112
   504-658-1110
   And

Mayor's Office of Utilities
Real Estate and Records
Department of Public Works
Department of Parks and Parkways
City's Risk Manager
1300 Perdido Street
New Orleans, LA 70112

3. If to Grantee: SQF, LLC DBA VERTA
Attn: Legal
16 Middle Street, Suite 201
Portland, ME 04101

4. Any such notice, communication, or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, or one (1) business day after shipment by commercial air courier as aforesaid.

SECTION 16. CITY CONTRACTING PROVISIONS.

A. Convicted Felon Provision. (Code Sec. 2-8(c)): Grantee complies with Section 2-8 (c) of the Code of the City of New Orleans, which requires that no principle, member, or officer of the Contractor has, within the proceeding five years, been convicted of, or plead guilty to a felony under state or federal statues for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

B. Non-solicitation Statement. (Code Sec. 46-51): Grantee acknowledges that it has not employed or retained any SQF, LLC dba VERTA or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Grantee 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 help consideration contingent upon or resulting from the subject contract.

C. Audit and Compliance. The Grantee will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the

Grantee to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Grantee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Creature of Government. It is understood and agreed that the Grantor is a creature of government. Should public necessity require it, this Franchise agreement may be terminated (or amended to reflect partial termination) upon the giving of sixty (60) days' written notice by Grantor to Grantee. Under these circumstances all franchise fee payments shall cease and the liability of the Grantee to the extent of the termination shall also cease.

SECTION 17. TERMINATION OF FRANCHISE.

A. The Grantor may terminate this Franchise on grounds of Grantee's Franchise violations consistent with the Chapter 30, Article II, Division 3 of the City Code and for reasons stated in this Franchise.

B. Should the Grantee opt to discontinue use of all of its Facilities in the ROW pursuant to Section 11 of this Franchise agreement or if at any time Grantee have no Facilities located in the ROW, the Grantee must file a notice to terminate this agreement for convenience by providing ninety (90) days' written notice to Grantor.

C. Upon termination, all rights of the Grantee shall immediately be divested without further act upon the part of the Grantor. Grantor may require Grantee to remove its equipment and plant from the public property and rights-of-way. If Grantor requires removal, the Grantee shall forthwith remove its structures or property from the rights-of-way and restore it to such condition as the Grantor may require. Upon failure to do so, the Grantor may perform the work and collect the cost against Grantee's performance bond. The cost thereof shall be a lien upon all equipment and plant and property of the Grantee. Such lien shall not attach to property of Grantee located on poles of other utilities until removal of such property from the pole or poles.

D. Upon Grantee's voluntary termination of this Franchise agreement, the Grantor may elect to acquire ownership of the franchised Wireless Facilities. In such event,

the purchase price shall be negotiated and require mutual agreement of Grantee and Grantor. Additionally, Grantor may, in any lawful manner and upon the payment of fair market value lawfully ascertained, purchase, condemn, acquire, take over and hold the Facilities of the Grantee, in whole or in part, through the exercise of its powers of eminent domain. In such event, the actions of the Grantor and the Grantee shall be governed by state law.

E. Upon voluntary termination of this Franchise agreement, Grantee's Franchise compensation to the Grantor for the active year of termination shall be prorated based on the number of months and/or days remaining in the calendar year. The prorated Franchise compensation shall be based on a franchise fee pursuant to Section 5(A) and due within thirty (30) days from the effective date of termination of this Franchise agreement. Prorated Franchise compensation not received by the Grantor within thirty (30) days from the termination of this Franchise agreement shall be subject to Section 5(B)(2) interest and a Section 5(B)(3) delinquency penalty charges.

F. The effective date of termination of this Franchise agreement shall be after Grantor's collection of any and all claims, liens, fees, and or taxes due which may arise by reason of construction, operation, and/or maintenance of the Facilities against Grantee's performance bond, if necessary.

SECTION 18. ACCEPTANCE.

Grantee shall, within sixty (60) days after the passage of this Ordinance by the City Council, file with the Clerk of Council, with copies filed with the Director of Finance and the City Attorney, a written acceptance of this Ordinance, said Acceptance to be signed and acknowledged by the President, Vice President, or other authorized officer of the Grantee and attested by its Secretary or other designated employee or officer of Grantee. Said acceptance shall be substantially in the following form:

"TO THE COUNCIL OF THE CITY OF NEW ORLEANS"

The Grantee, a limited liability SQF, LLC dba VERTA existing under the laws of the State of Delaware, does hereby accept Ordinance No. _____ M.C.S., enacted the _ day of _____ 2026, granting SQF, LLC dba VERTA the privilege to erect, construct,

maintain and/or operate Facilities, subject to certain terms, conditions, and limitations as set forth therein.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,479

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING (BY REQUEST)

AN ORDINANCE authorizing the acquisition by the City of New Orleans (City) from the New Orleans Redevelopment Authority (NORA) of (a) 900 Elmira Avenue, designated as the front portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (b) 909-15 Homer Street, designated as the rear portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (c) 3617 Third Street, designated as part of lot 15 in square 459 of the Fourth Municipal District; (d) 3621 Third Street, designated as lots B, C, E, & F in square 459 of the Fourth Municipal District; and (e) 3623 Third Street, designated as lot G in square 459 of the Fourth Municipal District (collectively, the "**NORA Properties**"); authorizing the transfer of the land and improvements comprising 2021 Danneel Street, designated as Lot A1 in square 293 of the Fourth Municipal District (the "**City Property**"); and otherwise provide with respect thereto.

WHEREAS, the City of New Orleans may transfer property that is no longer needed for public purpose and may obtain property that is necessary for public purpose;

WHEREAS, the City desires to transfer to NORA the City Property, in exchange for NORA's transfer to the City of the NORA Properties;

WHEREAS, the City of New Orleans wishes to create a park on the site of 900 Elmira Avenue and 909-15 Homer Street;

WHEREAS, the City has active stormwater management sites at 3623 Third Street and 3621 Third Street that began in April of 2025 to help mitigate flooding;

WHEREAS, Parks and Parkways has agreed to maintain the property at 3617 Third Street to facilitate this land swap;

WHEREAS, the various departments of the City have declared that they have no public use for the City Property at 2021 Danneel Street;

WHEREAS, NORA has agreed to cause the environmental remediation of the site of 900 Elmira Avenue and 909-915 Homer Street so that the City may create a park for the children of New Orleans Algiers neighborhood within a park desert; and

WHEREAS, the parties have determined that the values of the NORA Properties and the City Property are proportionate to one another, and that the exchange, including all improvements to the NORA Properties, satisfies Louisiana State Constitution Article VII, §14(A). No monetary compensation is due either party to this Exchange; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the City Property at 2021 Danneel Street is no longer needed for public purposes and that the Mayor of the City of New Orleans, or a person designated by her, is hereby authorized to transfer and exchange with the New Orleans Redevelopment Authority the City Property, and acquire the NORA Properties from the New Orleans Redevelopment Authority. Said properties more being particularly described in the attached Exchange document, herein incorporated by reference.

SECTION 2. That in accordance with the recommendations of the City Planning Commission,

(1) A Phase 1 Environmental Site Assessment (ESA) must be valid and provided to the City prior to the final acquisition of any property into City holdings, for liability and environmental protection.

a. Including but not limited to residential, commercial, educational, public facilities, preschool/daycare facilities or any site where residents, especially children, have direct contact to the structure, soil, water, park, or land.

b. Phase I ESA must be less than a year old at submission and updated if timed out before full acquisition.

c. Phase I ESA must be prepared and developed by a licensed environmental contractor.

d. Phase I ESA must be verified by CNO CPC Brownsfields Program Director and CNO Property Management Director.

(2) If remediation is indicated as necessary in the Phase II Environmental Site Assessment, the full scope of contamination will be fully addressed and remediated to above LDEQ public park standards concurrent with "no further interest" letter coordinated between CPC Brownsfields Program and LDEQ before being used as a park or public recreation area. If a remediation plan is needed, the method for and identification of the party responsible to complete the remediation should be determined prior to the site's sale.

SECTION 3. That the Mayor be and is hereby authorized to execute the necessary Exchange before the City Notary for the property described in Section 1. Said exchange and transfer to be without warranty, but with full substitution and subrogation of warranty.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ACT OF EXCHANGE BETWEEN THE CITY OF NEW ORLEANS AND THE NEW ORLEANS REDEVELOPMENT AUTHORITY	UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ORLEANS

THIS ACT OF EXCHANGE (the "**Exchange**") is made and entered into effective as of the _____day of _____, 2026 (the "**Effective Date**"), by and between **THE CITY OF NEW ORLEANS**, a political subdivision of the State of Louisiana (hereinafter referred to as the "**City**"), represented herein by Honorable Mayor Helena N. Moreno, duly authorized by virtue of Ordinance No. _____ adopted by the New Orleans City Council on the _____day of _____, 2026; and **THE NEW ORLEANS REDEVELOPMENT AUTHORITY** (hereinafter referred to as "**NORA**"), represented herein by Brenda M. Breaux, Executive Director. The City and NORA may each be individually referred to as a "**Party**," and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, the City is the owner of the land and improvements comprising 2021 Danneel Street, designated as Lot A1 in square 293 of the Fourth Municipal District, attached hereto as Exhibit A (the "**City Property**");

WHEREAS, NORA is the owner of the land and improvements comprising (a) 900 Elmira Avenue, designated as the front portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (b) 909-15 Homer Street, designated as the rear portions of lots 19 & 20 in square 260 of the Fifth Municipal District; (c) 3617 Third Street, designated as part of lot 15 in square 459 of the Fourth Municipal District; (d) 3621 Third Street, designated as lots B, C, E, & F in square 459 of the Fourth Municipal District; and (e) 3623 Third Street, designated as lot G in square 459 of the Fourth Municipal District, described in Exhibit B attached hereto (collectively, the "**NORA Properties**");

WHEREAS, the City desires to transfer to NORA the City Property, in exchange for NORA's transfer to the City of the NORA Properties;

WHEREAS, the City has active stormwater management sites at 3623 Third Street and 3621 Third Street that began in April of 2025 to help mitigate flooding, Parks and Parkways has agreed to maintain the property at 3617 Third Street to facilitate this land swap, and the City no longer has a public use for the City Property at 2021 Danneel Street;

WHEREAS, NORA has agreed to cause the environmental remediation of the site of 900 Elmira Avenue and 909-915 Homer Street so that the City may create a park for the children of New Orleans Algiers neighborhood within a park desert; and

WHEREAS, the parties have determined that the values of the NORA Properties and the City Property are proportionate to one another, and that the exchange, including all improvements to the NORA Properties, satisfies Louisiana State Constitution Article VII, §14(A). No monetary compensation is due either party to this Exchange.

NOW, THEREFORE, in consideration of the premises and the agreements herein

contained and in furtherance of the authorizations and approvals hereinabove referenced, the City and NORA hereby agree as follows:

1. **Transfer and Conveyance by the City.** The City does by these presents grant, bargain, sell, transfer, convey, assign, set over, abandon and deliver all right title and interest of the City in and to the City Property, together with all improvements, and all of the rights, ways, privileges, servitudes, appurtenances, advantages, riparian rights, alluvion, and accretions pertaining thereto, unto NORA, here present, accepting and acquiring for itself, its successors and assigns, and acknowledging due delivery and possession thereof, to have and to hold unto NORA, its successors and assigns forever.

2. **Authority's Waiver of Warranties.** The City's transfer and conveyance to NORA is made without any warranty or recourse as to title, except solely with respect to the City's own acts adversely affecting title during its ownership, but not otherwise, even for the return or reduction of the purchase price or consideration, the sole peril and risk of eviction (except as a result of acts of the City) being assumed by NORA, but with full substitution and subrogation in and to all of the rights and actions in warranty which the City has or may have against all preceding owners, transferors, or lessees.

Further, NORA acknowledges that the City has made no representations or warranties of any kind or character, express or implied, with respect to the City Property (other than the City's limited warranty of title as set forth herein), including, without limitation, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, fitness for its intended use, fitness for ordinary use, physical or environmental condition (including, without limitation, the presence or absence of any hazardous materials), or any other matter or thing regarding the City Property.

The City hereby disclaims all warranties with respect to the City Property (other than the City's limited warranty of title as set forth herein), and NORA hereby waives all such warranties.

Without limiting the generality of the foregoing, the City does not warrant that the City Property is free from redhibitory or latent defects or vices or that they are fit for their intended use or ordinary use. As a material and integral consideration for the execution of this Exchange by the City, NORA waives and releases the City from any and all claims and causes of action which NORA may have or hereafter may be otherwise entitled to, based on defects or vices in the City Property, whether for redhibition or for the reduction or diminution of the purchase price or consideration under Louisiana Civil Code articles 2475, 2520 *et seq.*, and 2541 *et seq.* or for peaceable possession or restitution of the purchase price or consideration under Louisiana Civil Code articles 2475 and 2500 through 2517, or based on any other theory of law, except to the extent of the City's limited warranty of title set forth herein.

NORA assumes the risk as to all vices and defects in the City Property, whether those vices and defects are latent or not discoverable on simple inspection, and including those vices or defects, knowledge of which would deter NORA from acquiring the City Property. NORA ACKNOWLEDGES THAT THESE WAIVERS AND RELEASES HAVE BEEN CALLED TO ITS ATTENTION AND ARE GRANTED BY NORA KNOWINGLY AND VOLUNTARILY.

3. **Transfer and Conveyance by NORA.** NORA does by these presents grant, bargain, sell, transfer, convey, assign, set over, abandon and deliver all of NORA's right, title and interest in and to the NORA Properties, together with all improvements, rights, ways,

privileges and advantages thereunto belonging or in anywise appertaining, unto the City, here present, accepting and acquiring for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, to have and to hold unto the City, its successors and assigns forever. The parties hereto acknowledge and agree that the NORA Properties transferred and conveyed to the City hereunder includes any improvements made for the completion of environmental remediation of a portion of the NORA Properties intended to replace the City Property being conveyed by the City.

4. **City Waiver of Warranties.** NORA's transfer and conveyance to the City is made without any warranty or recourse as to title, except solely with respect to NORA's own acts adversely affecting title during its ownership, but not otherwise, even for the return or reduction of the purchase price or consideration, the sole peril and risk of eviction (except as a result of acts of NORA) being assumed by the City, but with full substitution and subrogation in and to all of the rights and actions in warranty which NORA has or may have against all preceding owners, transferors, or lessees.

Further, the City acknowledges that NORA has made no representations or warranties of any kind or character, express or implied, with respect to the NORA Properties (other than NORA's limited warranty of title as set forth herein), including, without limitation, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, fitness for its intended use, fitness for ordinary use, physical or environmental condition (including, without limitation, the presence or absence of any hazardous materials), or any other matter or thing regarding the NORA Properties. NORA hereby disclaims all warranties with respect to the NORA Properties (other than NORA's limited warranty of title as set forth herein), and the City hereby waives all such warranties.

Without limiting the generality of the foregoing, NORA does not warrant that the NORA Properties are free from redhibitory or latent defects or vices or that they are fit for their intended use or ordinary use. As a material and integral consideration for the execution of this Exchange by NORA, the City waives and releases NORA from any and all claims and causes of action which the City may have or hereafter may be otherwise entitled to, based on defects or vices in the NORA Properties, whether for redhibition or for the reduction or diminution of the purchase price or consideration under Louisiana Civil Code articles 2475, 2520 *et seq.*, and 2541 *et seq.* or for peaceable possession or restitution of the purchase price or consideration under Louisiana Civil Code articles 2475 and 2500 through 2517, or based on any other theory of law, except to the extent of NORA's limited warranty of title set forth herein.

The City assumes the risk as to all vices and defects in the NORA Properties, whether those vices and defects are latent or not discoverable on simple inspection, and including those vices or defects, knowledge of which would deter NORA from acquiring the NORA Properties. THE CITY ACKNOWLEDGES THAT THESE WAIVERS AND RELEASES HAVE BEEN CALLED TO ITS ATTENTION AND ARE GRANTED BY NORA KNOWINGLY AND VOLUNTARILY.

5. **Waiver of Certificates; Release.** The parties waive the production and annexation of tax certificates, researches or receipts, mortgage and conveyance certificates and any other certificates that may be required by applicable law. The parties further acknowledge that the attorneys involved in the preparation of this Exchange and the undersigned Notaries Public express no opinion herein on the title to the properties exchanged herein, and the parties hereby release such attorneys and Notaries Public from any liability in connection therewith.

6. **No Transfer of Minerals.** There is no transfer of minerals by either party to this Exchange.

7. **Taxes.** Neither the NORA Properties nor the City Property are subject to taxation, and therefore there are no taxes due and owing with respect to either the NORA Properties or the City Property.

8. **Revocation of Dedication of City Property.** The City does hereby revoke and set aside the dedication to public use and purposes of the City Property, and the same is hereby revoked for public purposes as public park area.

[SIGNATURES CONTAINED ON NEXT PAGES]

[The remainder of this page is intentionally left blank.]

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this day before me, the undersigned Notary Public, duly qualified and acting as such in and for the Parish and Authority aforesaid, personally came and appeared HELENA N. MORENO, the Mayor of THE CITY OF NEW ORLEANS (the "City"), known to me to be the identical person whose name is subscribed to the foregoing instrument, who declared and acknowledged in my presence and in the presence of the two undersigned competent witnesses, that she has executed said instrument on behalf of the City, in her aforesaid capacity, and for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer, for and on behalf of said City, in her aforesaid capacity, hereunto subscribes her name, together with the said competent witnesses, and me, said Notary, to execute this Exchange on this _____ day of _____, 2026.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

THE CITY OF NEW ORLEANS

_____

HELENA N. MORENO,
Mayor

_____

NOTARY PUBLIC

Print Name:_____

Bar Roll/Notarial Id. No.:_____

My Commission Expires:_____

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this day before me, the undersigned Notary Public, duly qualified and acting as such in and for the Parish and State aforesaid, personally came and appeared BRENDA M. BREAUX, Executive Director for the NEW ORLEANS REDEVELOPMENT AUTHORITY ("**NORA**"), known to me to be the identical person whose name is subscribed to the foregoing instrument, who declared and acknowledged in my presence and in the presence of the two undersigned competent witnesses, that she has executed said instrument on behalf of NORA, in her aforesaid capacity, by authority of said NORA, for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, said appearer, for and on behalf of said NORA in her aforesaid capacity, hereunto subscribes her name, together with the said competent witnesses, and me, said Notary, to execute this Exchange on this _____ day of _____, 2026.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

THE NEW ORLEANS REDEVELOPMENT AUTHORITY

_____

BRENDA M. BREAUX,
Executive Director

_____

NOTARY PUBLIC

Print Name:_____

Bar Roll/Notarial Id. No.:_____

My Commission Expires:_____

[EXHIBITS "A" & "B" CONTAINED ON NEXT PAGES]

EXHIBIT "A"

CITY PROPERTY

A certain piece or portion of ground, together with all the rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, State of Louisiana, in Square No. 293, bounded by Danneel Street, Saratoga Street, Josephine Street, and St. Andrew Street, which said portion of ground is designated by letter A-1 according to a survey by J.J. Krebs and Sons, Inc., dated October 17, 1975, which measures as follows, to wit:

Beginning on the line of Danneel Street at a point 138 feet 8 inches 1 line from the corner of St. Andrew Street, thence 100 feet 3 inches and 6 lines toward Saratoga Street on a line parallel to Josephine Street; thence 12 feet towards St. Andrew Street on a line parallel to Danneel Street; thence 38 feet 7 inches 1 line towards Saratoga Street on a line parallel to Josephine Street; thence 23 feet 9 inches 1 line towards Josephine Street on the rear line parallel to Saratoga Street; thence 39 feet 4 inches 1 line towards Saratoga Street on a rear line parallel to Josephine Street; thence 56 feet 2 inches 7 lines towards Josephine Street on the rear line parallel to Saratoga Street; thence 31 feet 9 inches and 3 lines towards Danneel Street on a line parallel to Josephine Street; thence 12 feet towards St. Andrew Street on a line parallel to Danneel Street; thence 26 feet 1 inch 6 lines towards Danneel Street on a line parallel to Josephine Street; thence 28 feet towards St. Andrew Street on a line parallel to Danneel Street; thence 100 feet 3 inches and 6 lines on a line parallel to Josephine Street to the line of Danneel Street; thence along the line of Danneel Street a frontage of 28 feet to the point of beginning. Improvements bear the Municipal No. 2021 Danneel Street.

EXHIBIT "B"

NORA PROPERTIES

(a) All that certain piece or portion of ground, situated in the Parish of Orleans, State of Louisiana, in the Fifth District to the City of New Orleans, in Square No. 160, bounded by Elmira, Homer and Newton Streets and Pacific Avenue, designated as the front parts of Lots 20 and 19 on the survey made by Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated May 5, 1975, and, according to said survey, piece or portion of ground forms the corner of Elmira and Homer Streets, and measures 64 feet 4 inches and 5 lines front on Elmira Street, same width in the rear, by a depth and front on Homer Street of 63 feet, between equal and parallel lines. Said front parts of Lots Nos. 20 and 19 and rear parts of Lots 20 and 19 have a total measurement of 123 feet 8 inches, between equal and parallel lines. Improvements thereon bear municipal number 900 Elmira Avenue, New Orleans, LA 70114.

(b) A certain piece or portion of ground, together with all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Fifth District of the City of New Orleans, State of Louisiana, in Square No. 160, bounded by Homer, Elmira, and Newton Streets and Pacific Avenue, designated as the rear parts of Lots Nos. 20 and 19 on the survey made by Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated May 5, 1975, a copy of which is annexed to an act of purchase passed before me, Notary, dated this even date; and according to said survey. Said piece or portion of ground commences at a distance of 63 feet from the corner of Homer and Elmira Street, same width in the rear, by a depth of 64 feet, 4 inches and 5 lines, between equal and parallel lines. Said portion of ground lies immediately in the rear of the adjoining front parts of Lots Nos. 20 and 19. The improvements thereof bear the Municipal Nos. 909-11 and 913-15 Homer Street.

(c) A certain portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, Parish of Orleans, State of Louisiana, in Square 459, bounded by Second, Third, S. Miro and S. Tonti Streets, designated as the greater portion of Lot 15 on the survey by Guy J. Seghers, Surveyor, dated February 10, 1944, and according thereto said lot commences at a distance of 121 feet, 4 inches from the corner of S. Tonti and Third Streets and measures thence 29 feet front on Third Street, same in width in the rear, by a depth between equal and parallel lines of 60 feet and includes the use of an alley 5 feet in width on the sideline nearest S. Tonti Street. Improvements bear the Municipal Nos. 3617-19 Third Street.

(d) Four certain lot of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, Parish of Orleans, State of Louisiana, in Square 459, bounded by Third, Second, S. Tonti and S. Miro Streets, according to a sketch of survey made by Gilbert, Kelly & Couturie, Inc., Surveyors, dated June 12, 1969, a print of which is annexed to and made part of an act before Richard A. Hammel, Notary Public, dated June 16, 1969, said lots are designated as Lots B, C, E, and F of said square, and measure as follows, to wit:

1. Lot 'B' commences 89 feet from the face of Third Street and measures thence on a common alley 5 feet wide in the direction of Second Street a distance of 29 feet, by a depth between equal and parallel lines of 59 feet, 10 inches and 5 lines in the direction of S. Tonti Street and width in the rear of 29 feet.
2. Lot 'C' is shown with a point of beginning being from the corner of Third Street and S. Tonti Street, go 118 feet, 4 inches, 5 lines to a point on the face of Third Street, thence go, on a line in the direction of Second Street, a distance of 60 feet to the point of beginning and measures thence 29 feet front on a common alley 5 feet wide in the direction of Second Street, by a depth between equal and parallel lines of 58, in the direction of S. Miro Street and a width in the rear of 29 feet.
3. Lot 'E' commences 60 feet from the face of Third Street and measures thence 29 feet front on a common alley 5 feet wide in the direction of Second Street, by a depth between equal and parallel lines of 59 feet, 10 inches and 5 lines in the direction of S. Tonti Street, and width in the rear of 29 feet.
4. Lot 'F' is shown with a point of beginning being from the corner of Third Street and S. Tonti Street, go 116 feet, 4 inches, 5 lines to a point on the face of Third Street, thence go, on a line in the direction of Second Street, a distance of 60 feet to the point of beginning and measures thence 29 feet front on a common alley 5 feet wide in the direction of Second Street, by a depth between equal and parallel lines of 58 feet, in the direction of S. Miro Street and a width in the rear of 29 feet.

Improvements on the above-described lots bear the Municipal No. 3621 Third Street.

(e) A certain lot or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, Parish of Orleans, State of Louisiana, in Square 459, bounded by Third, Second, S. Tonti and S. Miro Streets, according to a sketch of survey made by Gilbert, Kelly & Couturie, Inc., Surveyors, dated June 12, 1969, a print of which is annexed to and made part of an act before Richard A. Hammel, Notary Public, dated June 16, 1969, said lot is designated as Lot G of said square, and commences 87 feet 4 inches and 5 lines from the corner of S. Tonti and Third Streets and measures thence 29 feet front on Third Street the same width in the rear by a depth between equal and parallel lines of 60 feet. Improvements thereon bear the Municipal No. 3623 Third Street.

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Property Management

Name of Contact Person: Ashley Spangenberg

Telephone Number: 504-658-3619

Email Address: amspangenberg@nola.gov

Initials of Sponsoring Councilmember(s): FKIII

DETAILED SYNOPSIS OF THE ORDINANCE

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

Purpose is to authorize the Mayor to enter into an exchange with the New Orleans Redevelopment Authority of 2021 Danneel Street, Fourth Municipal District, for (a) 900 Elmira Avenue, Fifth Municipal District; (b) 909-15 Homer Street, Fifth Municipal District; (c) 3617 Third Street, Fourth Municipal District; (d) 3621 Third Street, Fourth Municipal District; and (e) 3623 Third Street, Fourth Municipal District.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

City of New Orleans and New Orleans Redevelopment Authority (NORA)

The obligations, expectations, and deliverables of the parties involved:

The City will transfer one property to NORA. The City will receive five properties from NORA, two of which will be used as a public park in the Algiers neighborhood in the Fifth Municipal District.

Any fiscal implications for the City with the contract:

No immediate fiscal implications as it is a like-for-like exchange.

The public purpose and need for the contract:

Two properties the City will receive will become a public park in the Algiers neighborhood. Another property in the Fourth Municipal District is an active stormwater management site to help mitigate flooding.

The duration of the contract:

Permanent

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

1158

20 MAY '26 PM03:41
RECEIVED CAO

Calendar No. (Rev)
(Exp)

Name Ashley Spangenberg Ext. 3619
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To authorize the Mayor to enter into an exchange with the New Orleans Redevelopment Authority of 2021 Danneel St. for (a) 900 Elmira Ave., (b) 909-15 Homer St., (c) 3617 Third St., (d) 3621 Third St., and (e) 3623 Third St..

1. Howard E. Nelson III
Department Head

2. S. Nelson
Department of Law

3.
Chief Administrative Officer

4.
Director of Council Relations

5.
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS: FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

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

REF. POLICY MEMORANDUM NO. 3

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,483

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL

AN ORDINANCE to require continued use of the City's current enterprise resource planning system (BRASS) by the Orleans Parish Clerk of Court; and otherwise to provide with respect thereto.

WHEREAS, Ordinance Number 30,569 M.C.S. became effective on June 1, 2026 and requires the City's criminal justice agencies to establish and implement the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council to provide the City Council full, itemized accounting of the agencies' personnel costs, operating costs, and contract obligations;

WHEREAS, the ordinance did not specifically name the Clerk of Criminal District Court because the Criminal Clerk was already in full compliance at that time, having previously implemented full use of BRASS;

WHEREAS, the Louisiana Legislature recently enacted Act 15, which is intended to combine the Clerk of Criminal Court with the Clerk of Civil Court into an office now known as the Clerk of Court for Orleans Parish;

WHEREAS, the City continues to face significant budgetary issues and must reduce spending and allocate funds only where necessary;

WHEREAS, it is imperative that the Clerk of Court continue full utilization of BRASS for criminal justice operations to ensure financial transparency and accountability as any additional funding of criminal justice agencies, including the Clerk of Court, requires proportional spending cuts to other City programs and services;

WHEREAS, it is in the public's best interest that the Council continue to receive full transparency from the Clerk of Court on its expenditures and encumbrances of city money as it pertains to its criminal justice operations; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, the Clerk of Court for Orleans Parish shall continue to utilize the City's current

enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council for all criminal justice operations.

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that the Clerk of Council shall provide a certified copy of this ordinance via U.S. Mail, and the Council's Fiscal Office shall also provide an electronic copy of this ordinance, to the Clerk of Court for Orleans Parish.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,487

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30530 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2026", to appropriate funds to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that Ordinance No. 30530 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM: INTERGOVERNMENTAL REVENUES – FUND 6699

Intergovernmental Revenues	
Grants, Contributions, and Fund Transfers	$750,000
TOTAL	**$750,000**

TO: GENERAL FUND– FUND 1000

Total General Fund	$750,000
TOTAL	**$750,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

Calendar No. (Rev)X
(Exp)

Name Brandye DeLarge Ext. 2587
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2026 Budget of Revenues (Ord. No. 30530) to appropriate funds ($750,000) to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE		
ORDINANCE (X)	**RESOLUTION ( )**	**MOTION ( )**
NO(S). Cal. #	**NO.**	**NO.**

DEPARTMENT: HEALTH DEPARTEMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2026 Budget of Revenues (Ord. No. 30530 MCS) to appropriate funds ($750,000) to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 05/29/2026 TO: 12/31/2026

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		**Amount**
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	**-$750,000**
To:	**GENERAL FUND–FUND 1000**	
	Total General Fund	**$750,000**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

Brandye Delarge, Asst. CAO
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

DATE: 6/5/2026

REVIEWED BY:

CHIEF ADMINISTRATIVE OFFICE

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

The Health Department oversees a Rapid Rehousing program through United Way, where homeless individuals are placed in transitional housing with case management and wraparound services, in order to reduce street homelessness and provide a path to self-sustainability. $750,000 in new funds have been returned to the City from Habitat for Humanity that can support continued operation of this program and ensure that individuals do not lose their housing.

30530

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,488

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30531 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2026", to appropriate funds to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that Ordinance No. 30531 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM: INTERGOVERNMENTAL REVENUES - FUND 6699

INTERGOVERNMENTAL	
600 – GRANTS, CONTR. AND FUND TRANSFERS	$750,000
TOTAL	**$750,000**

TO:	**GENERAL FUND– FUND 1000**		
	HEALTH DEPARTMENT		
	200-OTHER OPERATING	$750,000	
	TOTAL	**$750,000**	

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

Calendar No. (Rev)
(Exp) X

Name Brandye DeLarge Ext. 2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2026 Budget of Expenditures (Ord. No. 30531) to appropriate funds ($750,000) to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

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

REF. POLICY MEMORANDUM NO. 3

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: HEALTH DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2026 Budget of Expenditures (Ord. No. 30531 MCS) to appropriate funds ($750,000) to the Health Department for the United Way Rapid Rehousing program to support emergency transitional housing for homeless individuals and reduce street homelessness.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 05/29/2026 TO: 12/31/2026

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	-$750,000
To:	**GENERAL FUND –FUND 1000**	
	HEALTH DEPARTMENT	
	200 – OTHER OPERATING	$750,000
	TOTAL	$0

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge, ASST.CAO
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 4/5/2024

CHIEF ADMINISTRATIVE OFFICE

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

The Health Department oversees a Rapid Rehousing program through United Way, where homeless individuals are placed in transitional housing with case management and wraparound services, in order to reduce street homelessness and provide a path to self-sustainability. $750,000 in new funds have been returned to the City from Habitat for Humanity that can support continued operation of this program and ensure that individuals do not lose their housing.

30531

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 9, 2026

CALENDAR NO. 35,491

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORREL

AN ORDINANCE to amend and reordain sections 34-3, 34-14, 34-17, 34-18, 34-19, 34-24, 34-28, 34-33, 34-48, 34-49 of Chapter 34 and section 54-420 of Chapter 54 of the Code of the City of New Orleans to provide relative to the regulation of carnival, including to increase the fine for violations of the provisions of Chapter 34; update requirements for parade permit applications and float parade elements; to prohibit glass and smoking on floats and glass throws; to establish that violations of certain provisions constitute a criminal offense; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That sections 34-3, 34-14, 34-17, 34-18, 34-19, 34-24, 34-28, 34-33, 34-48, and 34-49 of Chapter 34 of the Code of the City of New Orleans, Louisiana are amended to read as follows:

"Chapter 34 – CARNIVAL, MARDI GRAS

* * *

Sec. 34-3. – Application requirements.

Before any parade permit is issued under this chapter, each carnival organization shall submit the following documents to the designated offices prior to 5:00 p.m. of each date specified:

(a) On or before August 15, a parade permit application must be submitted to the department of finance, with copies to the department of police. The application must:

1. Designate whether the carnival organization will conduct a pre-parade party and the location of any proposed pre-parade party.
2. Designate the disbanding area of the carnival parade.
3. Designate the official reviewing stands and one other stop along the parade route to make a ceremonial toast, including the exact location of the stop and a list of no more than three floats, identified by float number and float name which will participate in the stop. Additional stops may be authorized only upon a showing of good cause.

4. Include the name, address and phone number of one current officer of the carnival organization who will be the main point of contact between the city and that carnival organization.
5. Include a copy of the articles of incorporation of the carnival organization, filed with the Louisiana Secretary of State, if the carnival organization was not issued a parade permit in the previous carnival season. A copy of any amendment to the articles of incorporation must be included if the applicant has not included a copy in a prior application for a carnival parade permit.
6. Include an affidavit of an authorized agent of the carnival organization, attesting that the organization has no written or unwritten provision in its charter, bylaws, rules, regulations or policies which call for the refusal, withholding or denying of membership, or any of the services, accommodations, advantages, facilities or privilege offered by the respondent to members or others, because of race, color, creed, religion, national origin, sexual orientation or ancestry, or which unreasonably calls for such discrimination on the basis of age, sex, physical condition or disability, and that the applicant and its members will, except as otherwise authorized by chapter 86, section 86-39 of the Code of the City of New Orleans, treat all proposals for membership in a nondiscriminatory manner in accordance with the procedures contained in the carnival organization's bylaws and regulations. The filing of such an affidavit shall be a prerequisite to the granting of the permit.
7. Provide the names and contact information for the members of the carnival organization responsible for organizing or otherwise coordinating the marching bands participating in its parade.

* * *

(d) On or before January 15 of every year, the carnival organization shall submit to both the department of finance and the department of police (i) a signed affidavit attesting that all obligations of the carnival organization required by this code are satisfied; and (ii) a parade lineup form, supplied by the department of police, completed to designate the position of each float, minifloat, vehicle, marching band, element, and all other components of the parade. This completed form shall be also submitted to the city

council president, with copies of all contracts between the carnival organization and the marching bands indicated in its completed parade lineup form.

* * *

ARTICLE III. – GENERAL REGULATIONS

* * *

Sec. 34-14. – Float parades.

All float parades conducted during carnival parade season shall be subject to the following additional requirements:

(1) Each parade shall consist of no less than 14 and no more than 45 pull units. Each pull unit shall bear a unique, sequential arabic number corresponding to the order in which the pull unit appears on the parade route, beginning with the number "1".

(2) A tandem float shall be considered a single float for the purposes of this section.

(3) The number of automobiles or minifloats or any combination thereof shall not exceed 14 or a number equal to 75 percent of the number of floats in a parade, whichever is the greater. Occupancy per automobile shall be limited to the driver, three maskers, and one escort riding therein.

(4) The number of marching bands participating in a parade is based on the total number of pull units in the parade, as follows:

14 to 27 pull units	A minimum of seven marching bands
28 to 36 pull units	A minimum of ten marching bands
37 to 45 pull units	A minimum of 14 marching bands

Parades which are rescheduled because of inclement weather shall not be required to comply with the minimum number of marching bands.

Any element that contains at least one person under the age of 18 shall provide a minimum of one adult chaperone per every 15 participants, regardless of age. Such adult chaperones shall also be required to have affixed to their clothes, within clear, unobstructed and plain view, while the parade is in progress, placards, badges, or similar identification associating them with the band or parade that individual is chaperoning.

(5) Only members of the military band and their supervisors may participate in military bands marching or riding in carnival parades. All persons participating in military bands shall be in uniform.

(6) Each Mardi Gras float that uses 120-volt fixed electrical wiring must register annually with the electrical division of the department of safety and permits and have an official annual electrical inspection sticker. Any float that does not have electrical wiring is exempt from the requirements of this paragraph.

(7) The annual fee for an inspection sticker is $10.00 per float. For purposes of this section only, tandem floats are considered one float.

(8) The annual registration fee is $40.00 per carnival organization.

(9) Inspection stickers will be issued after a licensed electrician has completed an official inspection form which states that the relevant floats have been examined by the electrician who certifies that the electrical systems conform to the requirements of this section.

(10) The inspection sticker must be installed on the tongue of the float and must be visible for inspection.

(11) The fire department will inspect each float for the presence of the electrical inspection sticker during the formation area inspection immediately prior to the start of the parade. Any float that does not have a valid sticker will be withdrawn from the parade.

(12) Every float and minifloat must conform to the following electrical requirements:

(a) All wiring must be over-current protected with circuit breakers meeting the minimum requirements of NFPA 70, Article 240: National Electrical Code. Example: 15-amp circuit breakers for 14-gauge wiring or 20-amp circuit breakers for 12-gauge wiring.

(b) The electrical distribution panel must be located in an accessible location.

(c) All electrical connections must utilize wire nuts or insulated butt splices.

(d) All electrical connections must be housed within covered junction boxes, except for butt splices.

(e) All staples used to secure wiring must have nonmetallic insulation.

(f) All electrical work must be inspected by and signed off by an Orleans Parish class A licensed electrician.

(g) A manual shutoff device for the generator must be within ten feet of the tractor driver or conspicuously marked for easy identification.

(h) All pin socket light fixtures must be installed using the correct polarity.

(i) Any float which uses electrical energy for anything other than lighting, i.e. disc jockey, musical equipment, animation etc., shall provide a minimum of one 20-amp circuit which may be placed anywhere on the float. Each circuit may have no more than two weatherproof duplex receptacles or one weatherproof quad receptacle. Extension cords shall not be used. The float shall also have a current inspection sticker for this year's parade on the tongue of the float.

(13) Each float shall be pulled by either a tractor or traditional equine team.

(14) Each parade shall consist of no more than 12 elements before the first float and no more than one element between each float.

(15) No carnival parade may have more than three elements that are primarily composed of motor vehicles including, for example, dune buggies, go-karts, mini-cars, Jeep-type vehicles, or motorcycles. Operators of the motorized vehicles that are part of a parade element primarily composed of such vehicles shall ride two abreast for the duration of the carnival parade.

(16) Any support vehicles for a parade element shall immediately follow or precede its element. The police department may remove a support vehicle from the parade for continued violation of this paragraph following an initial warning.

(17) Marching bands shall not impede the progress of a parade and may not stop a moving parade to perform. The police department may remove from a parade any marching band that continues to violate this provision following two or more warnings.

* * *

Sec. 34-17. – Riders.

(a) No float rider may possess glass bottles or glass objects, with the exception of necklaces incorporating glass beads, while participating in a carnival parade. The police department may remove from the float any rider who violates the provisions of this section.

(b) No person shall ride on the exterior of an automobile during a parade, except that one person may ride on the back of a convertible automobile.

Sec. 34-18. – Smoking prohibited.

It shall be unlawful for any person to smoke while participating in a carnival parade or truck parade. A "no smoking" sign shall be securely attached and plainly visible to all occupants of a float, minifloat or tandem float. For the purposes of this section, smoking includes the use of cigarettes, cigars, pipes, electronic cigarettes, vapes, hookah, electronic smoking devices as defined in Sec. 66-36, or any other lighted device. The police department may remove from the parade any person who violates the provisions of this section.

Sec. 34-19. – Obstructing parades.

(a) No person in control or charge of any motorized vehicle, including, but not limited to, automobiles, golf carts, and all-terrain vehicles, may park, loiter, or stop on any street, roadway, or boulevard, including intersections, neutral grounds, and public rights of way, as follows:

(1) Within the designated parade formation area beginning four hours before the first float of the carnival parade is scheduled to leave its starting point until two hours after the last float leaves the formation area;

(2) Along the designated parade route beginning two hours before until two hours after the start time for the carnival parade; and

(3) On any designated parade route for Mardi Gras Day between the hours of 7:00 a.m. and 10:00 p.m.

(b) The police department may tow any vehicle in violation of this section. The provisions of this section do not apply to public safety vehicles, authorized parade vehicles, buses used for transportation of any parade element, any horse ridden by a law enforcement agency or that is part of the parade pursuant to the parade permit.

* * *

ARTICLE IV. – FLOATS

* * *

Sec. 34-24. – Safety precautions

In all parades there shall be:

* * *

(4) *Safety positioning devices.*

a. All float riders and truck parade riders shall be equipped with a safety positioning device which consists of the following components:

i. Nylon safety belt or harness with a minimum width of one and three-quarter's inches seatbelt grade flat webbing material.

ii. Nylon tether rope with a minimum diameter of one-quarter-inch and of enough length to restrict a rider's fall over the side of a float to no more than two feet.

iii. Anchor point eye bolts, steel welded O rings, steel safety hook with Grommets, or any other similar devices shall be metal with a corrosion-resistant finish.

iv. Minimum diameter of anchor point eye bolts will be three-eighths of an inch and will be threaded to use nuts and washers.

v. Minimum diameter of steel welded O rings will be 6 mm and two inches round.

vi. Minimum diameter of the steel safety hook with grommets will be 10 mm or three-eighths inches.

vii. The anchor point eye bolt shall be securely fastened to the body or framework of the float.

b. Any safety positioning device utilized by riders must be submitted to the NOFD for approval a minimum of 30 days prior to the date of the parade. In addition to any other penalties specified in this chapter, violations of this section shall subject the offending float rider to removal from the float.

c. Riders must keep both feet on the float and avoid standing on bags, throws, or other objects not permanently attached to the float.

* * *

ARTICLE V. – THROWS AND THROWING

* * *

Sec. 34-28. – Prohibited throws.

(a) No carnival parade may include nor shall any carnival parade participant, while participating in a parade on the parade route, in a parade staging area or in a parade disbanding area, possess or have in the participant’s custody or control any of the following:

(1) Any life-threatening objects or safety-threatening objects, including, but not limited to "bomb bags";

(2) Any noxious substance or any liquid intended to be poured, tossed, handed out or otherwise distributed;

(3) Any throw containing sharp points, including but not limited to plastic spears or plastic, paper or silk flowers with wire stems, except as otherwise provided in this section;

(4) Any insects, marine life, rodents, fowl or other animals, dead or alive;

(5) Any "silly string" or other such item which, when used, emits a string-like or streamer-like substance that is shot or expelled from a pressurized container;

(6) Confetti or confetti cannons, whether mechanical or handheld; or

(7) Glass, except as otherwise provided in this section.

(b) Except as provided in this subsection, no carnival parade participant may throw toilet paper, bathroom tissue, paper streamers or any other similar paper product customarily shipped and stored in a rolled condition and capable of being unrolled to a length of more than 36 inches. A member of the Krewe of Tucks may, during the Tucks parade, dispense the krewe's traditional toilet paper throw, provided that the paper is fully biodegradable, marine grade, and made of most readily degradable form of paper commercially available. Paper cannons or any other mechanical device intended to launch or disburse paper products are strictly prohibited.

(c) No carnival parade participant shall knowingly throw any doubloon, trinket or other throw which would be redeemable for or entitle the bearer to a prize or a discount on the price of any food, beverage, merchandise, service or admission to any event or which displays, conveys or communicates any commercial, political or religious message.

(d) No carnival parade participant, while participating in a parade on the parade route, shall hand out, throw, toss, or in any way discard boxes, corrugated boxes, paper steamers or other paper products exceeding 36 inches in length regardless of whether the paper biodegrades when wet, or empty single-use plastic bags. Any package containing bulk throws, including but not limited to doubloons, beads, cups, trinkets, or toys shall be handed to parade attendees and shall not be thrown or tossed. Bulk throws shall be removed from any plastic packaging before being thrown or tossed.

(e) No carnival parade participant, while participating in a parade on the parade route, in a parade staging area, or in a parade disbanding area, shall hand out, throw, or distribute in any way, any condom or prophylactic or any sexually-oriented device. Sexually-oriented device shall include but not be limited to any paraphernalia that is designed in whole or part for specified sexual activities as defined in the comprehensive zoning ordinance.

(f) No member of a carnival organization, rider on a float in its parade, or participant in any element of its parade may throw, toss, hand out, or otherwise distribute or knowingly possess any throw that was not approved by the carnival organization in advance of the parade.

(1) A carnival organization shall not approve any throw that exceeds three and one-half pounds in total weight.

(2) Approved beads must be either plain and unadorned or display the carnival organization's logo, name, or other identifying feature specific to the organization.

(3) Notwithstanding any other provisions of this chapter, a carnival organization may approve the throwing of candy or other commercially packaged snacks that contain the manufacturer's logo or trademark.

(g) Notwithstanding any other provisions of this section, a carnival organization may approve, and a rider may throw, glass bead necklaces that do not exceed 220 grams in weight.

(h) Notwithstanding any other provisions of this section, a carnival organization may approve the individual distribution of silk flowers by any participant of a parade element that traditionally hands-out individual silk flowers to parade spectators. No carnival participant may throw silk flowers.

(i) A participant in a carnival parade may not throw or otherwise distribute alcoholic beverages, including, but not limited to beer, wine, malt liquor, mixed alcoholic drinks and Jello shots, to any parade spectator.

* * *

ARTICLE VI. – STANDS AND STRUCTURES

* * *

Sec. 34-33. – Ladders, tents, grills, personal items, and portable toilets.

(a) *Prohibited items*. Upholstered furniture, including, for example, chaise lounges, and sofas or couches; scaffolding; platforms; open flames; and gas generators shall not be placed in any public space including, but not limited to, public rights-of-way, neutral grounds, sidewalks, and intersections during the carnival season.

(b) *Ladders and chairs.* All ladders used by parade spectators shall be structurally sound and the top cap of the ladder shall not exceed six feet in height. Ladders, chairs, canopies, grills, and other personal effects shall be placed at least six feet back from the street curb. Additionally, the practice of fastening two or more ladders together shall be prohibited. Ladders must be free-standing and not connected, permanently or temporarily, to any other ladder or object, provided that a small seat box capable of accommodating small children may be affixed to the top of any ladder.

(c) *Enclosures prohibited.* Any item used to enclose a public area, including, but not limited to, tents, canopies, shelters, screens, awnings, ropes, spray paint, or any other type of barricade, is prohibited. The use of any object that obstructs foot traffic or line of sight is prohibited.

(d) *Removal of items.* All ladders, chairs, ice chests, and other personal items placed on the public right-of-way, including the neutral ground, four hours or more prior to the start of a parade, may be removed and discarded. Items left unattended on the public right-of-way~~,~~ upon the conclusion of the final parade for that day may be removed and discarded. Items prohibited by this section are subject to removal from the parade route at any time during the carnival season.

(e) *Portable toilets.* Except for the city, no person shall place a portable toilet during the carnival season on any public right~~s~~-of-way, neutral ground~~s~~, sidewalk~~s~~, or intersection~~s~~ within a three-block radius of a parade route, unless authorized by the department of safety and permits. A fine of $1000.00 for the first day and $2000.00 each day thereafter shall be assessed against the individual, organization, or legal entity responsible for the placement of any portable toilet in violation of this section. A fine of $1000.00 for the

first day and $2000.00 each day thereafter shall be assessed against the owner of any portable toilet found to be in violation of this section.

* * *

ARTICLE VIII. – ENFORCEMENT AND PENALTIES

Sec. 34-48. – Enforcement.

(a) The department of police, the fire department, and department of safety and permits shall issue citations for the violation of any of the provisions of this chapter.

(b) The department of police, the fire department, and the department of safety and permits may remove any person, element, float, or vehicle of any sort from a carnival parade if the person, element, float or vehicle is in violation of any provision of this chapter.

(c) The department of police, the fire department, the department of safety and permits, and the department of sanitation may remove any items, ladders, chairs, enclosures, or portable toilets prohibited pursuant to or placed in violation of the provisions of section 34-33.

(d) Any person responsible for the violation of any provision of section 34-33 may be charged with a criminal offense under chapter 54.

Sec. 34-49. – Penalties.

(a) Failure of any carnival organization to comply with any provisions of this chapter may subject the carnival organization to revocation of its parade permit, and/or may be punishable up to the maximum limit provided by law.

(b) If any carnival organization, its member, or any individual riding on its float, willfully violates or permits a violation of any of the provisions of this chapter, the carnival organization may be subject to a $1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof and to other sanctions which may be imposed by the city council, including revocation of the carnival organization's permit for the following and subsequent years.

(c) If any individual willfully violates a provision of this chapter, the individual shall be punished by a fine of $1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof and may also be subject to imprisonment as allowable by law, or as otherwise provided in this chapter.**”**

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That section 54-420 of Chapter 54 of the Code of the City of New Orleans, Louisiana is amended to read as follows

"Chapter 54 – CRIMINAL CODE

* * *

ARTICLE VI. – OFFENSES AFFECTING THE PUBLIC GENERALLY

* * *

DIVISION 4. – OFFENSES AGAINST GENERAL PEACE AND ORDER

* * *

Sec. 54-420. – Prohibited actions along a carnival parade route.

It shall be unlawful for any individual to have in their custody or control along a carnival parade route any items or conditions in violation of section 34-33."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

REDLINED VERSION:

"Chapter 34 – CARNIVAL, MARDI GRAS

* * *

ARTICLE II. – PARADE PERMITS

* * *

Sec. 34-3. – Application requirements.

Before any parade permit is issued under this chapter, each carnival organization shall submit the following documents to the designated offices prior to 5:00 p.m. of each date specified:

(a) On or before August 15, a parade permit application must be submitted to the department of finance, with copies to the department of police. The application must:

1. Designate whether the carnival organization will conduct a pre-parade party and the location of any proposed pre-parade party.
2. Designate the disbanding area of the carnival parade.
3. Designate the official reviewing stands and one other stop along the parade route to make a ceremonial toast, including the exact location of the stop and a list of no more than three floats, identified by float number and float name which will participate in the stop. Additional stops may be authorized only upon a showing of good cause.
4. Include the name, address and phone number of one current officer of the carnival organization who will be the main point of contact between the city and that carnival organization.
5. Include a copy of the articles of incorporation of the carnival organization, filed with the Louisiana Secretary of State, if the carnival organization was not issued a parade permit in the previous carnival season. A copy of any amendment to the articles of incorporation must be included if the applicant has not included a copy in a prior application for a carnival parade permit.
6. Include an affidavit of an authorized agent of the carnival organization, attesting that the organization has no written or unwritten provision in its charter, bylaws, rules, regulations or policies which call for the refusal, withholding or denying of membership, or any of the services, accommodations, advantages, facilities or privilege offered by the respondent to members or others, because of race, color,

creed, religion, national origin, sexual orientation or ancestry, or which unreasonably calls for such discrimination on the basis of age, sex, physical condition or disability, and that the applicant and its members will, except as otherwise authorized by chapter 86, section 86-39 of the Code of the City of New Orleans, treat all proposals for membership in a nondiscriminatory manner in accordance with the procedures contained in the carnival organization's bylaws and regulations. The filing of such an affidavit shall be a prerequisite to the granting of the permit.

7. Provide the names and contact information for the members of the carnival organization responsible for organizing or otherwise coordinating the marching bands participating in its parade.

* * *

(d) ~~Not less than 30 days prior to the beginning of the carnival parade season, but~~ ~~on~~ **On** or before January 15 **of every year**, the carnival organization shall submit ~~the following~~ to **both** the department of finance **and** ~~, with copies to~~ the department of police~~, and other agencies as indicated below:~~

~~1. A letter signed by the owner of any floats to be used in the carnival organization's parade which states that no float in the parade will be used more than twice in that carnival parade season, unless that float's exterior will be redecorated to the extent that at least 75 percent of the float's exterior appears different than when it was used previously.~~

~~2.~~ ~~A~~ **(i) a signed affidavit attesting that all obligations of the carnival organization required by this code are satisfied; and (ii) a** parade lineup form, supplied by the department of police, completed to designate the position of each float, minifloat, vehicle, marching band, element, and all other components of the parade. This completed form shall be also submitted to ~~the agency designated by the City to maintain its animal control program under Chapter 18, and to~~ the city council president~~, the latter~~ with copies of all contracts between the carnival organization and the marching bands indicated in its completed parade lineup form.

~~3. An affidavit attesting that all obligations have been satisfied.~~

* * *

ARTICLE III. – GENERAL REGULATIONS

* * *

Sec. 34-14. – Float parades.

All float parades conducted during carnival parade season shall be subject to the following additional requirements:

(1) Each parade shall consist of no less than 14 and no more than 45 pull units. Each pull unit shall bear a unique, sequential arabic number corresponding to the order in which the pull unit appears on the parade route, beginning with the number "1".

(2) A tandem float shall be considered a single float for the purposes of this section.

(3) The number of automobiles ~~and/or~~ **or** minifloats or any combination thereof shall not exceed 14 or a number equal to 75 percent of the number of floats in a parade, whichever is the greater. ~~Each automobile~~ **Occupancy per automobile** shall be limited to the driver, three maskers, and one escort riding therein.

(4) The number of marching bands participating in a parade is based on the total number of pull units in the parade, as follows:

14 to 27 pull units	A minimum of seven marching bands
28 to 36 pull units	A minimum of ten marching bands
37 to 45 pull units	A minimum of 14 marching bands

Parades which are rescheduled because of inclement weather shall not be required to comply with the minimum number of marching bands.

Any element that contains at least one person under the age of 18 shall provide a minimum of one adult chaperone per every 15 participants, regardless of age. Such adult chaperones shall also be required to have affixed to their clothes, within clear, unobstructed and plain view, while the parade is in progress, placards, badges, or similar identification associating them with the band or parade that individual is chaperoning.

(5) Only members of the military band and their supervisors may participate in military bands marching or riding in carnival parades. All persons participating in military bands shall be in uniform.

(6) Each Mardi Gras float that uses 120-volt fixed electrical wiring must register annually with the electrical division of the department of safety and permits and have an official

annual electrical inspection sticker. **Any float that does not have electrical wiring is exempt from the requirements of this paragraph.**

(7) The annual fee for an inspection sticker is $10.00 per float. For purposes of this section only, tandem floats are considered one float.

(8) The annual registration fee is $40.00 per carnival organization.

(9) Inspection stickers will be issued after a licensed electrician has completed an official inspection form which states that the relevant floats have been examined by the electrician who certifies that the electrical systems conform to the requirements of this section.

(10) The inspection sticker must be installed on the tongue of the float and must be visible for inspection.

(11) The fire department will inspect each float for the presence of the electrical inspection sticker during the formation area inspection immediately prior to the start of the parade. Any float that does not have a valid sticker will be withdrawn from the parade.

(12) Every float and minifloat must conform to the following electrical requirements:

(a) All wiring must be over-current protected with circuit breakers meeting the minimum requirements of NFPA 70, Article 240: National Electrical Code. Example: 15-amp circuit breakers for 14-gauge wiring or 20-amp circuit breakers for 12-gauge wiring.

(b) The electrical distribution panel must be located in an accessible location.

(c) All electrical connections must utilize wire nuts or insulated butt splices.

(d) All electrical connections must be housed within covered junction boxes, except for butt splices.

(e) All staples used to secure wiring must have nonmetallic insulation.

(f) All electrical work must be inspected by and signed off by an Orleans Parish class A licensed electrician.

(g) A manual shutoff device for the generator must be within ten feet of the tractor driver or conspicuously marked for easy identification.

(h) All pin socket light fixtures must be installed using the correct polarity.

(i) Any float which uses electrical energy for anything other than lighting, i.e. disc jockey, musical equipment, animation etc., shall provide a minimum of one 20-amp

circuit which may be placed anywhere on the float. Each circuit may have no more than two weatherproof duplex receptacles or one weatherproof quad receptacle. Extension cords shall not be used. The float shall also have a current inspection sticker for this year's parade on the tongue of the float.

(13) Each float shall be pulled by either a tractor or traditional equine team.

(14) Each parade shall consist of no more than 12 elements before the first float and no more than one element between each float.

(15) No carnival parade may have more than three elements that are primarily composed of motor vehicles including, for example, dune buggies, go-karts, mini-cars, Jeep-type vehicles, or motorcycles. Operators of the motorized vehicles that are part of a parade element primarily composed of such vehicles shall ride two abreast for the duration of the carnival parade.

(16) Any support vehicles for a parade element shall immediately follow or precede its element. The police department may remove a support vehicle from the parade for continued violation of this paragraph following an initial warning.

(17) Marching bands shall not impede the progress of a parade and may not stop a moving parade to perform. The police department may remove from a parade any marching band that continues to violate this provision following two or more warnings.

* * *

Sec. 34-17. – Riders.

(c) **No float rider may possess glass bottles or glass objects, with the exception of necklaces incorporating glass beads, while participating in a carnival parade. The police department may remove from the float any rider who violates the provisions of this section.**

(d) No person shall ride on the exterior of an automobile during a parade, except that one person may ride on the back of a convertible automobile.

Sec. 34-18. – Smoking prohibited.

It shall be unlawful for any person to smoke while participating in a carnival parade or truck parade. A "no smoking" sign shall be securely attached and plainly visible to all occupants of a float, minifloat or tandem float. **For the purposes of this section, smoking includes the use of**

cigarettes, cigars, pipes, electronic cigarettes, vapes, hookah, electronic smoking devices as defined in Sec. 66-36, or any other lighted device. The police department may remove from the parade any person who violates the provisions of this section.

Sec. 34-19. – Obstructing parades.

(c) **No person in control or charge of any motorized vehicle, including, but not limited to, automobiles, golf carts, and all-terrain vehicles, may park, loiter, or stop on any street, roadway, or boulevard, including intersections, neutral grounds, and public rights of way, as follows:**

(1) Within the designated parade formation area beginning four hours before the first float of the carnival parade is scheduled to leave its starting point until two hours after the last float leaves the formation area;

(2) Along the designated parade route beginning two hours before until two hours after the start time for the carnival parade; and

(3) On any designated parade route for Mardi Gras Day between the hours of 7:00 a.m. and 10:00 p.m.

(d) **The police department may tow any vehicle in violation of this section. The provisions of this section do not apply to public safety vehicles, authorized parade vehicles, buses used for transportation of any parade element, any horse ridden by a law enforcement agency or that is part of the parade pursuant to the parade permit.**

~~(a) During and two hours prior or subsequent to the publicized start of a passage of any parade of the carnival krewes, organizations and/or societies of the city and on Mardi Gras Day between the hours of 7:00 a.m. and 10:00 p.m., it shall be unlawful for any person in control or charge of a horse or vehicle, including a motor vehicle:~~

~~(1) To park, loiter or stop on or upon any street, roadway or boulevard of the parade route, on the line of route from sidewalk curb to sidewalk curb;~~

~~(2) To park, loiter or stop on or upon the sidewalk of any street, roadway or boulevard of the parade route, or on or upon the neutral ground of any boulevard of the parade route; or~~

~~(3) To obstruct the passage of traffic on any intersecting or adjacent street to the parade route.~~

~~(b) Where the offending vehicle is unoccupied, the police are authorized to have the vehicle towed. The provisions of this section shall not apply to authorized emergency vehicles; to horses ridden by the police department; to mass transit vehicles; to vehicles used by public utilities for any necessary installation, maintenance or repair of public utility facilities or to any vehicle or horse forming a part of the parade authorized by its permit.~~

* * *

ARTICLE IV. – FLOATS

* * *

Sec. 34-24. – Safety precautions

In all parades there shall be:

* * *

(4) *Safety positioning devices.*

a. All float riders and truck parade riders~~, ages six to 12 years old~~ shall be equipped with a safety positioning device which consists of the following components:

i. Nylon safety belt or harness with a minimum width of one and three-quarter's inches seatbelt grade flat webbing material.

ii. Nylon tether rope with a minimum diameter of one-quarter-inch and of enough length to restrict a rider's fall over the side of a float to no more than two feet.

iii. Anchor point eye bolts, steel welded O rings, steel safety hook with Grommets, or any other similar devices shall be metal with a corrosion-resistant finish.

iv. Minimum diameter of anchor point eye bolts will be three-eighths of an inch and will be threaded to use nuts and washers.

v. Minimum diameter of steel welded O rings will be 6 mm and two inches round.

vi. Minimum diameter of the steel safety hook with grommets will be 10 mm or three-eighths inches.

vii. The anchor point eye bolt shall be securely fastened to the body or framework of the float.

b. Any safety positioning device utilized by riders must be submitted to the NOFD for approval a minimum of 30 days prior to the date of the parade. In addition to any other penalties specified in this chapter, violations of this section shall subject the offending float rider to removal from the float.

c. Riders must keep both feet on the float and avoid standing on bags, throws, or other objects not permanently attached to the float.

* * *

ARTICLE V. – THROWS AND THROWING

* * *

Sec. 34-28. – Prohibited throws.

(a) No carnival parade may include nor shall any carnival parade participant, while participating in a parade on the parade route, in a parade staging area or in a parade disbanding area, possess or have in the participant's custody or control any of the following:

(1) Any life-threatening objects or safety-threatening objects, including, but not limited to "bomb bags";

(2) Any noxious substance or any liquid intended to be poured, tossed, handed out or otherwise distributed;

(3) Any throw containing sharp points, including but not limited to plastic spears or plastic, paper or silk flowers with wire stems**, except as otherwise provided in this section**;

(4) Any insects, marine life, rodents, fowl or other animals, dead or alive;

(5) Any "silly string" or other such item which, when used, emits ~~an adhesive~~ **a** string-like or ~~adhesive~~ streamer-like substance that is shot or expelled from a pressurized container; ~~or~~

(6) Confetti or confetti cannons, whether mechanical or handheld.~~;~~ **; or**

(7) Glass, except as otherwise provided in this section.

(b) Except as provided in this subsection, no carnival parade participant may throw toilet paper, bathroom tissue, paper streamers or any other similar paper product customarily shipped and stored in a rolled condition and capable of being unrolled to a length of

more than 36 inches. A member of the Krewe of Tucks may, during the Tucks parade, dispense the krewe's traditional toilet paper throw, provided that the paper is fully biodegradable, marine grade, and made of most readily degradable form of paper commercially available. Paper cannons or any other mechanical device intended to launch or disburse paper products are strictly prohibited.

(c) No carnival parade participant shall knowingly throw any doubloon, trinket or other throw which would be redeemable for or entitle the bearer to a prize or a discount on the price of any food, beverage, merchandise, service or admission to any event or which displays, conveys or communicates any commercial, political or religious message.

(d) No carnival parade participant, while participating in a parade on the parade route, shall hand out, throw, toss, or in any way discard boxes, corrugated boxes, paper steamers or other paper products exceeding 36 inches in length regardless of whether the paper biodegrades when wet, or empty single-use plastic bags. Any package containing bulk throws, including but not limited to doubloons, beads, cups, trinkets, or toys shall be handed to parade attendees and shall not be thrown or tossed. Bulk throws shall be removed from any plastic packaging before being thrown or tossed.

(e) No carnival parade participant, while participating in a parade on the parade route, in a parade staging area, or in a parade disbanding area, shall hand out, throw, or distribute in any way, any condom or prophylactic or any sexually-oriented device. Sexually-oriented device shall include but not be limited to any paraphernalia that is designed in whole or part for specified sexual activities as defined in the comprehensive zoning ordinance.

(f) **No member of a carnival organization, rider on a float in its parade, or participant in any element of its parade may throw, toss, hand out, or otherwise distribute or knowingly possess any throw that was not approved by the carnival organization in advance of the parade.**

(1) A carnival organization shall not approve any throw that exceeds three and one-half pounds in total weight.

(2) Approved beads must be either plain and unadorned or display the carnival organization's logo, name, or other identifying feature specific to the organization.

(3) Notwithstanding any other provisions of this chapter, a carnival organization may approve the throwing of candy or other commercially packaged snacks that contain the manufacturer's logo or trademark.

~~No carnival participant shall knowingly throw beads that contain words or images that are unrelated to the carnival organization's parade, the parade theme, or the theme of the float on which the parade participant is riding. Beads must either be plain and unadorned or contain the carnival organization's logo, name, or other identifying feature specific to that carnival organization. Elements may throw beads if the designs have been individually pre-approved and documented by the permitted carnival organization.~~

(g) Notwithstanding any other provisions of this section, a carnival organization may approve, and a rider may throw, glass bead necklaces that do not exceed 220 grams in weight.

(h) Notwithstanding any other provisions of this section, a carnival organization may approve the individual distribution of silk flowers by any participant of a parade element that traditionally hands-out individual silk flowers to parade spectators. No carnival participant may throw silk flowers.

(i) A participant in a carnival parade may not throw or otherwise distribute alcoholic beverages, including, but not limited to beer, wine, malt liquor, mixed alcoholic drinks and Jello shots, to any parade spectator.

* * *

ARTICLE VI. – STANDS AND STRUCTURES

* * *

Sec. 34-33. – Ladders, tents, grills, personal items, and portable toilets.

(a) *Prohibited items*. Upholstered furniture, including, for example, chaise lounges, and sofas or couches; scaffolding; platforms; open flames; and gas generators shall not be placed in any public space including, but not limited to, public rights-of-way, neutral grounds, sidewalks, and intersections during the carnival season.

(b) *Ladders and chairs.* All ladders used by parade spectators shall be structurally sound and the top cap of the ladder shall not exceed six feet in height. Ladders, chairs, canopies, grills, and other personal effects shall be placed at least six feet back from the street curb. Additionally, the practice of fastening two or more ladders together shall be prohibited.

Ladders must be free-standing and not connected, permanently or temporarily, to any other ladder or object, provided that a small seat box capable of accommodating small children may be affixed to the top of any ladder.

(c) *Enclosures prohibited.* Any item used to enclose a public area, including, but not limited to, tents, canopies, shelters, screens, awnings, ropes, spray paint, or any other type of barricade, is prohibited. The use of any object that obstructs foot traffic or line of sight is prohibited.

(d) *Removal of items.* All ladders, chairs, ice chests, and other personal items placed on the public right-of-way, including the neutral ground, four hours or more prior to the start of a parade, may be removed and discarded. Items left unattended on the public right-of-way~~,~~ upon the conclusion of the final parade for that day may be removed and discarded. Items prohibited by this section are subject to removal from the parade route at any time during the carnival season.

(e) *Portable toilets.* ~~Portable toilets are prohibited~~ **Except for the city, no person shall place a portable toilet** during the carnival season on ~~all~~ **any** public right~~s~~-of-way, neutral ground~~s~~, sidewalk~~s~~, ~~and~~ **or** intersection~~s~~ within a three-block radius of a parade route, unless authorized by the department of safety and permits. A fine of ~~$250.00 per day~~ **$1000.00 for the first day and $2000.00 each day thereafter** shall be assessed against the individual, organization, or legal entity responsible for the placement of any portable toilet in violation of this section. A fine of ~~$250.00 per day~~ **$1000.00 for the first day and $2000.00 each day thereafter** shall be assessed against the owner of any portable toilet found to be in violation of this section.

* * *

ARTICLE VIII. – ENFORCEMENT AND PENALTIES

Sec. 34-48. – Enforcement.

(c) The department of police, the fire department, and department of safety and permits shall issue citations for the violation of any of the provisions of this chapter.

(d) The department of police, the fire department, and the department of safety and permits **may** ~~shall be authorized to~~ remove any person, element, float, or vehicle of any sort from a carnival parade if the person, element, float or vehicle is in violation of ~~the provisions~~ **any provision** of this chapter.

(c) The department of police, the fire department, the department of safety and permits, and the department of sanitation may remove any items, ladders, chairs, enclosures, or portable toilets prohibited pursuant to or placed in violation of the provisions of section 34-33.

(d) Any person responsible for the violation of any provision of section 34-33 may be charged with a criminal offense under chapter 54.

Sec. 34-49. – Penalties.

(d) Failure of any carnival organization to comply with any provisions of this chapter may subject the carnival organization to revocation of its parade permit, and/or may be punishable up to the maximum limit provided by law.

(e) If any carnival organization, its member, or any individual riding on its float, willfully violates or permits a violation of any of the provisions of this chapter, the carnival organization may be subject to a ~~$500.00 fine per violation~~ **$1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof** and to other sanctions which may be imposed by the city council, including revocation of the carnival organization's permit for the following and subsequent years.

(f) If any individual willfully violates a provision of this chapter, the individual shall be punished by a fine of ~~$500.00, such fine and/or by~~ **$1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof and may also be subject to** imprisonment as ~~are~~ allowable by law, or as otherwise provided in this chapter.

* * *

Chapter 54 – CRIMINAL CODE

* * *

ARTICLE VI. – OFFENSES AFFECTING THE PUBLIC GENERALLY

* * *

DIVISION 4. OFFENSES AGAINST GENERAL PEACE AND ORDER

* * *

Sec. 54-420. – Prohibited actions along a carnival parade route.

It shall be unlawful for any individual to have in their custody or control along a carnival parade route any items or conditions in violation of section 34-33.

AMENDMENT TO CAL. NO. 35,491

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL

SECONDED BY:

BRIEF DESCRIPTION:

An amendment to Cal. No. 35,491 to allow the throwing of branded personal items; to clarify language; and otherwise to provide in respect thereto.

AMENDMENT:

1. In Section 1, on page 6, lines 149-150, delete the phrase "first float of the carnival parade is scheduled to leave its starting point" and insert the phrase "designated parade start time" in lieu thereof.
2. In Section 1, on page 9, delete the text on lines 243-245, and insert the following in lieu thereof:

   (3) Notwithstanding any other provisions of this chapter, a carnival organization may approve the throwing of the following items that contain the manufacturer's logo or trademark: candy, snacks, food, and small personal items. Small personal items include soap and similar bath products, toothbrushes, candles, glitter, plant seeds, drink mixes and other similar items. Small personal items cannot be larger than 12 inches or exceed eight ounces in weight.
3. In Section 1, on page 9, line 252, after the word "participant" insert the phrase "riding on a float or in a vehicle".

THE FOREGOING AMENDMENT WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE AMENDMENT WAS ADOPTED.

ENGROSSED VERSION:

The following engrossed version shows how the proposed amendment would modify Cal. No. 35,491, as originally introduced. Additions are **underlined**. Deletions are shown as ~~strikethroughs~~.

Chapter 34 – CARNIVAL, MARDI GRAS

* * *

Sec. 34-3. – Application requirements.

Before any parade permit is issued under this chapter, each carnival organization shall submit the following documents to the designated offices prior to 5:00 p.m. of each date specified:

(a) On or before August 15, a parade permit application must be submitted to the department of finance, with copies to the department of police. The application must:

1. Designate whether the carnival organization will conduct a pre-parade party and the location of any proposed pre-parade party.
2. Designate the disbanding area of the carnival parade.
3. Designate the official reviewing stands and one other stop along the parade route to make a ceremonial toast, including the exact location of the stop and a list of no more than three floats, identified by float number and float name which will participate in the stop. Additional stops may be authorized only upon a showing of good cause.
4. Include the name, address and phone number of one current officer of the carnival organization who will be the main point of contact between the city and that carnival organization.
5. Include a copy of the articles of incorporation of the carnival organization, filed with the Louisiana Secretary of State, if the carnival organization was not issued a parade permit in the previous carnival season. A copy of any amendment to the articles of incorporation must be included if the applicant has not included a copy in a prior application for a carnival parade permit.
6. Include an affidavit of an authorized agent of the carnival organization, attesting that the organization has no written or unwritten provision in its charter, bylaws, rules, regulations or policies which call for the refusal, withholding or denying of membership, or any of the services, accommodations, advantages, facilities or privilege offered by the respondent to members or others, because of race, color,

creed, religion, national origin, sexual orientation or ancestry, or which unreasonably calls for such discrimination on the basis of age, sex, physical condition or disability, and that the applicant and its members will, except as otherwise authorized by chapter 86, section 86-39 of the Code of the City of New Orleans, treat all proposals for membership in a nondiscriminatory manner in accordance with the procedures contained in the carnival organization's bylaws and regulations. The filing of such an affidavit shall be a prerequisite to the granting of the permit.

7. Provide the names and contact information for the members of the carnival organization responsible for organizing or otherwise coordinating the marching bands participating in its parade.

* * *

(d) On or before January 15 of every year, the carnival organization shall submit to both the department of finance and the department of police (i) a signed affidavit attesting that all obligations of the carnival organization required by this code are satisfied; and (ii) a parade lineup form, supplied by the department of police, completed to designate the position of each float, minifloat, vehicle, marching band, element, and all other components of the parade. This completed form shall be also submitted to the city council president~~,~~ with copies of all contracts between the carnival organization and the marching bands indicated in its completed parade lineup form.

* * *

ARTICLE III. – GENERAL REGULATIONS

* * *

Sec. 34-14. – Float parades.

All float parades conducted during carnival parade season shall be subject to the following additional requirements:

(1) Each parade shall consist of no less than 14 and no more than 45 pull units. Each pull unit shall bear a unique, sequential arabic number corresponding to the order in which the pull unit appears on the parade route, beginning with the number "1".

(2) A tandem float shall be considered a single float for the purposes of this section.

(3) The number of automobiles or minifloats or any combination thereof shall not exceed 14 or a number equal to 75 percent of the number of floats in a parade, whichever is

the greater. Occupancy per automobile shall be limited to the driver, three maskers, and one escort riding therein.

(4) The number of marching bands participating in a parade is based on the total number of pull units in the parade, as follows:

14 to 27 pull units	A minimum of seven marching bands
28 to 36 pull units	A minimum of ten marching bands
37 to 45 pull units	A minimum of 14 marching bands

Parades which are rescheduled because of inclement weather shall not be required to comply with the minimum number of marching bands.

Any element that contains at least one person under the age of 18 shall provide a minimum of one adult chaperone per every 15 participants, regardless of age. Such adult chaperones shall also be required to have affixed to their clothes, within clear, unobstructed and plain view, while the parade is in progress, placards, badges, or similar identification associating them with the band or parade that individual is chaperoning.

(5) Only members of the military band and their supervisors may participate in military bands marching or riding in carnival parades. All persons participating in military bands shall be in uniform.

(6) Each Mardi Gras float that uses 120-volt fixed electrical wiring must register annually with the electrical division of the department of safety and permits and have an official annual electrical inspection sticker. Any float that does not have electrical wiring is exempt from the requirements of this paragraph.

(7) The annual fee for an inspection sticker is $10.00 per float. For purposes of this section only, tandem floats are considered one float.

(8) The annual registration fee is $40.00 per carnival organization.

(9) Inspection stickers will be issued after a licensed electrician has completed an official inspection form which states that the relevant floats have been examined by the electrician who certifies that the electrical systems conform to the requirements of this section.

(10) The inspection sticker must be installed on the tongue of the float and must be visible for inspection.

(11) The fire department will inspect each float for the presence of the electrical inspection sticker during the formation area inspection immediately prior to the start of the parade. Any float that does not have a valid sticker will be withdrawn from the parade.

(12) Every float and minifloat must conform to the following electrical requirements:

(a) All wiring must be over-current protected with circuit breakers meeting the minimum requirements of NFPA 70, Article 240: National Electrical Code. Example: 15-amp circuit breakers for 14-gauge wiring or 20-amp circuit breakers for 12-gauge wiring.

(b) The electrical distribution panel must be located in an accessible location.

(c) All electrical connections must utilize wire nuts or insulated butt splices.

(d) All electrical connections must be housed within covered junction boxes, except for butt splices.

(e) All staples used to secure wiring must have nonmetallic insulation.

(f) All electrical work must be inspected by and signed off by an Orleans Parish class A licensed electrician.

(g) A manual shutoff device for the generator must be within ten feet of the tractor driver or conspicuously marked for easy identification.

(h) All pin socket light fixtures must be installed using the correct polarity.

(i) Any float which uses electrical energy for anything other than lighting, i.e. disc jockey, musical equipment, animation etc., shall provide a minimum of one 20-amp circuit which may be placed anywhere on the float. Each circuit may have no more than two weatherproof duplex receptacles or one weatherproof quad receptacle. Extension cords shall not be used. The float shall also have a current inspection sticker for this year's parade on the tongue of the float.

(13) Each float shall be pulled by either a tractor or traditional equine team.

(14) Each parade shall consist of no more than 12 elements before the first float and no more than one element between each float.

(15) No carnival parade may have more than three elements that are primarily composed of motor vehicles including, for example, dune buggies, go-karts, mini-cars, Jeep-type vehicles, or motorcycles. Operators of the motorized vehicles that are part of a parade element primarily composed of such vehicles shall ride two abreast for the duration of the carnival parade.

(16) Any support vehicles for a parade element shall immediately follow or precede its element. The police department may remove a support vehicle from the parade for continued violation of this paragraph following an initial warning.

(17) Marching bands shall not impede the progress of a parade and may not stop a moving parade to perform. The police department may remove from a parade any marching band that continues to violate this provision following two or more warnings.

* * *

Sec. 34-17. – Riders.

(a) No float rider may possess glass bottles or glass objects, with the exception of necklaces incorporating glass beads, while participating in a carnival parade. The police department may remove from the float any rider who violates the provisions of this section.

(b) No person shall ride on the exterior of an automobile during a parade, except that one person may ride on the back of a convertible automobile.

Sec. 34-18. – Smoking prohibited.

It shall be unlawful for any person to smoke while participating in a carnival parade or truck parade. A "no smoking" sign shall be securely attached and plainly visible to all occupants of a float, minifloat or tandem float. For the purposes of this section, smoking includes the use of cigarettes, cigars, pipes, electronic cigarettes, vapes, hookah, electronic smoking devices as defined in Sec. 66-36, or any other lighted device. The police department may remove from the parade any person who violates the provisions of this section.

Sec. 34-19. – Obstructing parades.

(a) No person in control or charge of any motorized vehicle, including, but not limited to, automobiles, golf carts, and all-terrain vehicles, may park, loiter, or stop on any street, roadway, or boulevard, including intersections, neutral grounds, and public rights of way, as follows:

(1) Within the designated parade formation area beginning four hours before the ~~first float of the carnival parade is scheduled to leave its starting point~~ **designated parade start time** until two hours after the last float leaves the formation area;

(2) Along the designated parade route beginning two hours before until two hours after the start time for the carnival parade; and

(3) On any designated parade route for Mardi Gras Day between the hours of 7:00 a.m. and 10:00 p.m.

(b) The police department may tow any vehicle in violation of this section. The provisions of this section do not apply to public safety vehicles, authorized parade vehicles, buses used for transportation of any parade element, any horse ridden by a law enforcement agency or that is part of the parade pursuant to the parade permit.

* * *

ARTICLE IV. – FLOATS

* * *

Sec. 34-24. – Safety precautions

In all parades there shall be:

* * *

(4) *Safety positioning devices.*

a. All float riders and truck parade riders shall be equipped with a safety positioning device which consists of the following components:

i. Nylon safety belt or harness with a minimum width of one and three-quarter's inches seatbelt grade flat webbing material.

ii. Nylon tether rope with a minimum diameter of one-quarter-inch and of enough length to restrict a rider's fall over the side of a float to no more than two feet.

iii. Anchor point eye bolts, steel welded O rings, steel safety hook with Grommets, or any other similar devices shall be metal with a corrosion-resistant finish.

iv. Minimum diameter of anchor point eye bolts will be three-eighths of an inch and will be threaded to use nuts and washers.

v. Minimum diameter of steel welded O rings will be 6 mm and two inches round.

vi. Minimum diameter of the steel safety hook with grommets will be 10 mm or three-eighths inches.

vii. The anchor point eye bolt shall be securely fastened to the body or framework of the float.

b. Any safety positioning device utilized by riders must be submitted to the NOFD for approval a minimum of 30 days prior to the date of the parade. In addition to any

other penalties specified in this chapter, violations of this section shall subject the offending float rider to removal from the float.

c. Riders must keep both feet on the float and avoid standing on bags, throws, or other objects not permanently attached to the float.

* * *

ARTICLE V. – THROWS AND THROWING

* * *

Sec. 34-28. – Prohibited throws.

(a) No carnival parade may include nor shall any carnival parade participant, while participating in a parade on the parade route, in a parade staging area or in a parade disbanding area, possess or have in the participant's custody or control any of the following:

(1) Any life-threatening objects or safety-threatening objects, including, but not limited to "bomb bags";

(2) Any noxious substance or any liquid intended to be poured, tossed, handed out or otherwise distributed;

(3) Any throw containing sharp points, including but not limited to plastic spears or plastic, paper or silk flowers with wire stems, except as otherwise provided in this section;

(4) Any insects, marine life, rodents, fowl or other animals, dead or alive;

(5) Any "silly string" or other such item which, when used, emits a string-like or streamer-like substance that is shot or expelled from a pressurized container;

(6) Confetti or confetti cannons, whether mechanical or handheld; or

(7) Glass, except as otherwise provided in this section.

(b) Except as provided in this subsection, no carnival parade participant may throw toilet paper, bathroom tissue, paper streamers or any other similar paper product customarily shipped and stored in a rolled condition and capable of being unrolled to a length of more than 36 inches. A member of the Krewe of Tucks may, during the Tucks parade, dispense the krewe's traditional toilet paper throw, provided that the paper is fully biodegradable, marine grade, and made of most readily degradable form of paper commercially available. Paper cannons or any other mechanical device intended to launch or disburse paper products are strictly prohibited.

(c) No carnival parade participant shall knowingly throw any doubloon, trinket or other throw which would be redeemable for or entitle the bearer to a prize or a discount on the price of any food, beverage, merchandise, service or admission to any event or which displays, conveys or communicates any commercial, political or religious message.

(d) No carnival parade participant, while participating in a parade on the parade route, shall hand out, throw, toss, or in any way discard boxes, corrugated boxes, paper steamers or other paper products exceeding 36 inches in length regardless of whether the paper biodegrades when wet, or empty single-use plastic bags. Any package containing bulk throws, including but not limited to doubloons, beads, cups, trinkets, or toys shall be handed to parade attendees and shall not be thrown or tossed. Bulk throws shall be removed from any plastic packaging before being thrown or tossed.

(e) No carnival parade participant, while participating in a parade on the parade route, in a parade staging area, or in a parade disbanding area, shall hand out, throw, or distribute in any way, any condom or prophylactic or any sexually-oriented device. Sexually-oriented device shall include but not be limited to any paraphernalia that is designed in whole or part for specified sexual activities as defined in the comprehensive zoning ordinance.

(f) No member of a carnival organization, rider on a float in its parade, or participant in any element of its parade may throw, toss, hand out, or otherwise distribute or knowingly possess any throw that was not approved by the carnival organization in advance of the parade.

(1) A carnival organization shall not approve any throw that exceeds three and one-half pounds in total weight.

(2) Approved beads must be either plain and unadorned or display the carnival organization's logo, name, or other identifying feature specific to the organization.

~~(3) Notwithstanding any other provisions of this chapter, a carnival organization may approve the throwing of candy or other commercially packaged snacks that contain the manufacturer's logo or trademark.~~

(3) Notwithstanding any other provisions of this chapter, a carnival organization may approve the throwing of the following items that contain the manufacturer's logo or trademark: candy, snacks, food, and small personal items. Small personal items include soap and similar bath products,

toothbrushes, candles, glitter, plant seeds, drink mixes and other similar items. Small personal items cannot be larger than 12 inches or exceed eight ounces in weight.

(g) Notwithstanding any other provisions of this section, a carnival organization may approve, and a rider may throw, glass bead necklaces that do not exceed 220 grams in weight.

(h) Notwithstanding any other provisions of this section, a carnival organization may approve the individual distribution of silk flowers by any participant of a parade element that traditionally hands-out individual silk flowers to parade spectators. No carnival participant **riding on a float or in a vehicle** may throw silk flowers.

(i) A participant in a carnival parade may not throw or otherwise distribute alcoholic beverages, including, but not limited to beer, wine, malt liquor, mixed alcoholic drinks and Jello shots, to any parade spectator.

* * *

ARTICLE VI. – STANDS AND STRUCTURES

* * *

Sec. 34-33. – Ladders, tents, grills, personal items, and portable toilets.

(a) *Prohibited items*. Upholstered furniture, including, for example, chaise lounges, and sofas or couches; scaffolding; platforms; open flames; and gas generators shall not be placed in any public space including, but not limited to, public rights-of-way, neutral grounds, sidewalks, and intersections during the carnival season.

(b) *Ladders and chairs.* All ladders used by parade spectators shall be structurally sound and the top cap of the ladder shall not exceed six feet in height. Ladders, chairs, canopies, grills, and other personal effects shall be placed at least six feet back from the street curb. Additionally, the practice of fastening two or more ladders together shall be prohibited. Ladders must be free-standing and not connected, permanently or temporarily, to any other ladder or object, provided that a small seat box capable of accommodating small children may be affixed to the top of any ladder.

(c) *Enclosures prohibited.* Any item used to enclose a public area, including, but not limited to, tents, canopies, shelters, screens, awnings, ropes, spray paint, or any other type of barricade, is prohibited. The use of any object that obstructs foot traffic or line of sight is prohibited.

(d) *Removal of items.* All ladders, chairs, ice chests, and other personal items placed on the public right-of-way, including the neutral ground, four hours or more prior to the start of a parade, may be removed and discarded. Items left unattended on the public right-of-way~~,~~ upon the conclusion of the final parade for that day may be removed and discarded. Items prohibited by this section are subject to removal from the parade route at any time during the carnival season.

(e) *Portable toilets.* Except for the city, no person shall place a portable toilet during the carnival season on any public right~~s~~-of-way, neutral ground~~s~~, sidewalk~~s~~, or intersection~~s~~ within a three-block radius of a parade route, unless authorized by the department of safety and permits. A fine of $1000.00 for the first day and $2000.00 each day thereafter shall be assessed against the individual, organization, or legal entity responsible for the placement of any portable toilet in violation of this section. A fine of $1000.00 for the first day and $2000.00 each day thereafter shall be assessed against the owner of any portable toilet found to be in violation of this section.

* * *

ARTICLE VIII. – ENFORCEMENT AND PENALTIES

Sec. 34-48. – Enforcement.

(a) The department of police, the fire department, and department of safety and permits shall issue citations for the violation of any of the provisions of this chapter.

(b) The department of police, the fire department, and the department of safety and permits may remove any person, element, float, or vehicle of any sort from a carnival parade if the person, element, float or vehicle is in violation of any provision of this chapter.

(c) The department of police, the fire department, the department of safety and permits, and the department of sanitation may remove any items, ladders, chairs, enclosures, or portable toilets prohibited pursuant to or placed in violation of the provisions of section 34-33.

(d) Any person responsible for the violation of any provision of section 34-33 may be charged with a criminal offense under chapter 54.

Sec. 34-49. – Penalties.

(a) Failure of any carnival organization to comply with any provisions of this chapter may subject the carnival organization to revocation of its parade permit, and/or may be punishable up to the maximum limit provided by law.

(b) If any carnival organization, its member, or any individual riding on its float, willfully violates or permits a violation of any of the provisions of this chapter, the carnival organization may be subject to a $1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof and to other sanctions which may be imposed by the city council, including revocation of the carnival organization's permit for the following and subsequent years.

(c) If any individual willfully violates a provision of this chapter, the individual shall be punished by a fine of $1000.00 fine for the first violation and $2000.00 for each subsequent violation thereof and may also be subject to imprisonment as allowable by law, or as otherwise provided in this chapter.”

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 9, 2026

CALENDAR NO. 35,492

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS (BY REQUEST)

AN ORDINANCE to waive the requirements of Section 70-12 of the City Code applicable to the Cooperative Endeavor Agreement between the City of New Orleans (the "City") and Mercy Partners, LLC, approved on April 23, 2026 by Ordinance No. 30,642, M.C.S. (the "Mercy Partners CEA"); and otherwise to provide with respect thereto.

WHEREAS, the Mercy Partners CEA furthers the valuable public purpose of constructing water-retention and control infrastructure on the site of the former Lindy Boggs Medical Center (the "Property"), including an underground water-retention tank and inflow and outflow structures that connect to the existing public drainage system (the "Project"); and

WHEREAS, the Mercy Partners CEA obligates the City to contribute $11,500,000 to fund demolition of existing blighted structures on the Property and the construction of new water-retention infrastructure; and

WHEREAS, the Project is subject to certain contribution requirements set forth in City Code §70-12, because it involves publicly funded improvements on private property; and

WHEREAS, the City Council may waive those requirements by ordinance after receipt of a written request from the Chief Administrative Officer that contains a detailed description of the project, the reasons for requesting the waiver, and an explanation as to why the waiver is in the best interests of the City of New Orleans; and

WHEREAS, the Chief Administrative Officer has requested in writing that the City Council waive the requirements of Code § 70-12 applicable to the Mercy Partners CEA; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the requirements of City Code § 70-12(a) applicable to the Mercy Partners CEA (as defined in the preamble to this Ordinance) are hereby waived for the reasons set forth in the written request from the Chief Administrative Officer, attached hereto as Exhibit A and made a part hereof, in accordance with City Code § 70-12(b).

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

LETTER FROM JOSEPH I GIARRUSSO III, CHIEF ADMINISTRATIVE OFFICER RE: 70-12 WAIVER REQUEST FOR MERCY HOSPITAL REDEVELOPMENT

[COVER PAGE]

CHIEF ADMINISTRATIVE OFFICE
CITY OF NEW ORLEANS

HELENA MORENO
MAYOR

JOSEPH I. GIARRUSSO III
CHIEF ADMINISTRATIVE OFFICER

June 30, 2026

New Orleans City Council
1300 Perdido Street, Second Floor West
New Orleans, LA 70112

RE: 70-12 Waiver Request for Mercy Hospital Redevelopment

Members of the New Orleans City Council:

In accordance with Municipal Code section 70-12, the City requests a waiver of the required 30% private funding match on an economic development project on private property for the Mercy Hospital Redevelopment.

Purpose:
The City and Mercy Partners, LLC ("Mercy") seek to establish on the project Site (formerly the Lindy Boggs Medical Center), for the benefit of the city, a water retention control structure and system connected into the City's existing storm drainage system (the "Public Drainage System"), which would be operated and maintained by the Sewerage and Water Board of New Orleans.

Project Description:
Mercy will demolish the existing buildings on the Site and design, engineer, and construct the water retention control structure and system conveyance, and the design will include capabilities of up to four million gallons of underground water retention (the "Retention Area") and inflow and outflow structures (the "Inflow and Outflow Structures") connected to the Public Drainage System (collectively, the "Project").

Reason for the Waiver Request:
This project is deemed to be a public project for the purposes of developing a public benefit function in that Mercy will donate the Inflow and Outflow Structures located within the public right of way (the "Public Inflow and Outflow Structures") to the City and maintain the component parts (i.e. Control, staff, operate, and maintain the Project (excluding the Public Inflow and Outflow Structures).

Best Interest of the City: The City is contributing $11,500,000.00 to the Project. However, the total value of the entire economic development project to transform long-blighted and vacant property into a vibrant mixed-use development is anticipated to be over $100,000,000.00. The City is only contributing roughly 10%, and the remaining 90% will be private and other sources of funds. Additionally, the City is funding the creation of public infrastructure on private property.

Thank you for considering this waiver. Please do not hesitate to reach out with questions about this project.

Sincerely,

Joseph I. Giarrusso III
Chief Administrative Officer
City of New Orleans

Calendar No. (Rev)
(Exp)

Name Courtney Stuckwisch Wong Ext.4075
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance waiving the requirements of Section 70-12 for the Redevelopment of the former Mercy Hospital, for which the City is contributing $11,500,000 to fund demolition of existing blighted structures on the Property and the construction of new water-retention infrastructure.

1. _____
Department Head

2. Melissa Quigley
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Economic Development

Name of Contact Person: Courtney Stuckwisch Wong

Telephone Number: 504-300-2759

Email Address: castuckwisch@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

Approve an ordinance to waive the requirements of Section 70-12 of the City Code applicable to the CEA between the City of New Orleans and Mercy Partners, LLC, approved on April 23, 2026 by Ordinance No. 30,642, M.C.S. The CEA obligates the City to contribute $11,500,000 to fund demolition of existing blighted structures on the site and the construction of new water retention infrastructure.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

Waiver of the requirements of Section 70-12 of the City Code applicable to the CEA between the City of New Orleans and Mercy Partners.

The general content/requirements of the existing Code provision:

The existing code requires private developments provide a fund match for any allocation of publoic dollars pursuant to a cooperative endeavor agreement.

How the proposed ordinance will alter the existing Code provision(s):

This waiver does not alter existing code, but it waives the requirements of the code for this project.

Why these changes are needed:

Overall development costs of over $100 million, mostly private funds. Under CEA, site demo and the water retention project are being treated as a separate project.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 9, 2026

CALENDAR NO. 35,500

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement Amendment No. 1 ("CEA") between the City of New Orleans (the "City"), and Toole Design Group, LLC and Fehr & Peers, relative to develop, refine and implement data applications that address specific roadway safety problems for the Safe Streets and Road for All Program, the provisions thereof as set forth more fully in the CEA form attached hereto as Exhibit "A" and made a part hereof; and otherwise to provide with respect thereto .

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and Toole Design Group, LLC and Fehr & Peers desire to enter into this Cooperative Endeavor Agreement Amendment No. 1 to extend its term relative to develop, refine, and implement data applications the address specific roadway safety problems for Safe Streets and Road for All Program to set forth certain other matters in connection there with; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into this Cooperative Endeavor Agreement Amendment No. 1, in the form attached hereto as Exhibit "A", between the City of New Orleans and Toole Design Group, LLC and Fehr & Peers for the valued purpose of partnering to improve public health and wellness with the Safe Streets and Road for All Program in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached hereto as Exhibit "A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT "A"

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

TOOLE DESIGN GROUP, LLC

AND

FEHR & PEERS

SAFE STREETS AND ROADS FOR ALL PROGRAM

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

TOOLE DESIGN GROUP, LLC

AND

FEHR & PEERS

FOR THE SAFE STREETS AND ROADS FOR ALL PROGRAM SAFER STREETS PRIORITY FINDER ENHANCEMENTS

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), Toole Design Group, LLC, represented by Jennifer Toole, President ("**TDG**"), and Fehr & Peers, represented by Christine Shields, Director ("**F&P**"). The City, TDG, and F&P may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**". TDG and F&P may sometimes be referred to as the "**Contractors**." This Amendment is effective between the Parties (the "**Effective Date**") upon execution.

RECITALS

WHEREAS, the City received a grant from the U.S. Department of Transportation ("**USDOT**") to support the Safe Streets and Roads for All Program; and

WHEREAS, on June 13, 2024, the City, TDG and Safe Streets Research + Consulting, LLC, represented by Rebecca Sanders, Founder and Principal Investigator ("**SSR**") entered into a two (2) year Cooperative Endeavor Agreement, K24-327/BRASS #5814, (the "**Agreement**"), to accomplish the valuable public purpose of partnering to improve public health and wellness by working to develop, refine, and implement data tool applications that address specific roadway safety problems and can demonstrate deployment application; and

WHEREAS, on or about February 27, 2026, SSR merged with F&P; and

WHEREAS, F&P is a California corporation, registered to do business in Louisiana, which principal address is located at 100 Pringle Avenue, Suite 600, Walnut Creek, CA 94596; and

WHEREAS, the City consents to the assignment of the Agreement to F&P which executed Assignment of Agreement is attached separately and incorporated herein as "**Exhibit A"**; and

WHEREAS, F&P will assume all rights and obligations of SSR under the Agreement going forward; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

WHEREAS, F&P and the City, each having the authority to do so, desire to enter this Amendment to ensure continuity of services, to memorialize the Assignment of Agreement, and to authorize and acknowledge F&P's assumption of SSR's rights, obligations, and liabilities under the Agreement; and

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement as follows:

1. ***Assignment***. In accordance with the terms of the Agreement and as evidenced by the execution of the Assignment of Agreement, F&P shall assume all rights, responsibilities, obligations, and liabilities afforded to SSR under the original Agreement.

***

2. ***Convicted Felon Statement***. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

3. ***Non-Solicitation Statement***. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

4. ***Prior Terms Binding***. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

5. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

6. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City, and the Contractors through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ day of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

TOOLE DESIGN GROUP, LLC

BY: _____
JENNIFER TOOLE, PRESIDENT

_____
FEDERAL TAX I.D.

FEHR & PEERS

BY: _____
CHRISTINE SHIELDS, DIRECTOR

_____
FEDERAL TAX I.D.

EXHIBIT "A" (Attached Separately)

Executed Assignment of Agreement to Fehr & Peers

[END OF AGREEMENT]

'25 JUN '26 PM04:42
RECEIVED CRD

Calendar No. (Rev)
(Exp)

Name Jonitha Boles-Davis Ext. 8645
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Authorizes the Mayor of the City of New Orleans to enter a Amendment No.1 between the City of New Orleans (the "City"), and Toole Design Group, LLC and Fehr & Peers to support relative to develop , refine and implement data applications that address specific roadway safety problems for the Safe Streets and Road for All Program the provisions thereof as set forth more fully in the form attached hereto as exhibit "A" made a part hereof; and other wise to provide with respect thereto.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: FINAL ADOPTION:

MOVED: _____

2ND: _____

YEAS: _____

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Sustainability

Name of Contact Person: Meagan M.Williams

Telephone Number: 504-658-8420

Email Address: memwilliams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance will authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and Toole Design Group,LLC and Fehr & Peers to support relative to develop, refine and implement data applications the address specific roadway safety problems for the Safe Streets and Road for All Program the provisions thereof as set forth more fully in the form attached hereto as exhibit "A" and made a part thereof ; and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

Toole Design Group, LLC and Fehr & Peers.

The obligations, expectations, and deliverables of the parties involved:

Requirements as set by this CEA between the City of New Orleans and Toole Design Group, LLC & Fehr & Peers

Any fiscal implications for the City with the contract:

There is No Fiscal Impact. The CEA governs the administration U.S.Department of Transportation to support the Safe Streets and Roads for All Program.

The public purpose and need for the contract:

This CEA has a one (1) year term and thus needs an authorization ordinance.

The duration of the contract:

The duration through December 15, 2026.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: 6.1.26

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: _____

CALENDAR NO.:_____

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER_____ (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement Amendment No.1 ("CEA") between the City of New Orleans (the "City"), and Toole Design Group,LLC and Fehr & Peers , relative to develop, refine and implement data applications that address specific roadway safety problems for the Safe Streets and Road for All Program, the provisions thereof as set forth more fully in the CEA form attached hereto as Exhibit "A" and made a part hereof; and otherwise to provide with respect thereto .

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and Toole Design Group, LLC and Fehr & Peers desire to enter into this Cooperative Endeavor Agreement Amendment No. 1 to extend its term relative to develop , refine, and implement data applications the address specific roadway safety problems

for Safe Streets and Road for All Program to set forth certain other matters in connection there with; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into this Cooperative Endeavor Agreement Amendment No. 1 , in the form attached hereto as Exhibit "A", between the City of New Orleans and Toole Design Group, LLC and Fehr & Peers for the valued purpose of partnering to improve public health and wellness with the Safe Streets and Road for All Program in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached hereto as Exhibit "A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT "A"

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

TOOLE DESIGN GROUP, LLC

AND

FEHR & PEERS

SAFE STREETS AND ROADS FOR ALL PROGRAM

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
TOOLE DESIGN GROUP, LLC
AND
FEHR & PEERS
FOR THE SAFE STREETS AND ROADS FOR ALL PROGRAM SAFER STREETS PRIORITY FINDER ENHANCEMENTS

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RECITALS

WHEREAS, the City received a grant from the U.S. Department of Transportation ("**USDOT**") to support the Safe Streets and Roads for All Program; and

WHEREAS, on June 13, 2024, the City, TDG and Safe Streets Research + Consulting, LLC, represented by Rebecca Sanders, Founder and Principal Investigator ("**SSR**") entered into a two (2) year Cooperative Endeavor Agreement, K24-327/BRASS #5814, (the "**Agreement**"), to accomplish the valuable public purpose of partnering to improve public health and wellness by working to develop, refine, and implement data tool applications that address specific roadway safety problems and can demonstrate deployment application; and

WHEREAS, on or about February 27, 2026, SSR merged with F&P; and

WHEREAS, F&P is a California corporation, registered to do business in Louisiana, which principal address is located at 100 Pringle Avenue, Suite 600, Walnut Creek, CA 94596; and

WHEREAS, the City consents to the assignment of the Agreement to F&P which executed Assignment of Agreement is attached separately and incorporated herein as "**Exhibit A**"; and

WHEREAS, F&P will assume all rights and obligations of SSR under the Agreement going forward; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

WHEREAS, F&P and the City, each having the authority to do so, desire to enter this Amendment to ensure continuity of services, to memorialize the Assignment of Agreement, and to authorize and acknowledge F&P's assumption of SSR's rights, obligations, and liabilities under the Agreement; and

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement as follows:

1. ***Assignment***. In accordance with the terms of the Agreement and as evidenced by the execution of the Assignment of Agreement, F&P shall assume all rights, responsibilities, obligations, and liabilities afforded to SSR under the original Agreement.

***

2. ***Convicted Felon Statement***. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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4. ***Prior Terms Binding***. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

5. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City, and the Contractors through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ **day of** _____**, 2026.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

TOOLE DESIGN GROUP, LLC

BY: _____
JENNIFER TOOLE, PRESIDENT

_____
FEDERAL TAX I.D.

FEHR & PEERS

BY: _____
CHRISTINE SHIELDS, DIRECTOR

_____
FEDERAL TAX I.D.

EXHIBIT "A" (Attached Separately)

Executed Assignment of Agreement to Fehr & Peers

[END OF AGREEMENT]

Calendar No. **(Rev)**
(Exp)

Name Jonitha Boles-Davis **Ext. 8645**
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Authorizes the Mayor of the City of New Orleans to enter a Amendment No.1 between the City of New Orleans (the "City"), and Toole Design Group, LLC and Fehr & Peers to support relative to develop , refine and implement data applications that address specific roadway safety problems for the Safe Streets and Road for All Program the provisions thereof as set forth more fully in the form attached hereto as exhibit "A" made a part hereof; and other wise to provide with respect thereto.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: **FINAL ADOPTION:**

MOVED: _____
2ND: _____
YEAS: _____

NAYS:

ABSENT:

RECUSED:

7. _____

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

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Sustainability

Name of Contact Person: Meagan M.Williams

Telephone Number: 504-658-8420

Email Address: memwilliams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance will authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and Toole Design Group,LLC and Fehr & Peers to support relative to develop, refine and implement data applications the address specific roadway safety problems for the Safe Streets and Road for All Program the provisions thereof as set forth more fully in the form attached hereto as exhibit "A" and made a part thereof ; and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

Toole Design Group, LLC and Fehr & Peers.

The obligations, expectations, and deliverables of the parties involved:

Requirements as set by this CEA between the City of New Orleans and Toole Design Group, LLC & Fehr & Peers

Any fiscal implications for the City with the contract:

There is No Fiscal Impact. The CEA governs the administration U.S.Department of Transportation to support the Safe Streets and Roads for All Program.

The public purpose and need for the contract:

This CEA has a one (1) year term and thus needs an authorization ordinance.

The duration of the contract:

The duration through December 15, 2026.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: 6.1.26

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 9, 2026

CALENDAR NO. 35,503

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MCCARON (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML2-22-03) as set forth more fully in the CEA form attached hereto as Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and the S&WB desire to enter into a CEA between the City and the S&WB relative to the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans; and

WHEREAS, the City and the S&WB desire to enter into this Cooperative Endeavor Agreement to provide for the acceptance and use of funding available to the S&WB commensurate

with the State of Louisiana, Division of Administration, Office of Facility Planning and Control funds for the Project, and to set forth certain other matters in connection there with; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into this Cooperative Endeavor Agreement, in the form attached hereto as Exhibit "1", between the City of New Orleans and the Sewerage and Water Board of New Orleans for the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached hereto as Exhibit "1" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT "1"

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

MONTICELLO CANAL CULVERTS STATE CAPITAL OUTLAY PROJECT

(FP&C #50-ML3-22-03)

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

SEWERAGE AND WATER BOARD OF NEW ORLEANS

FOR

FP&C PROJECT NO. 50-ML3-22-03

MONTICELLO CANAL CULVERTS AT AIRLINE HIGHWAY

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the "**Contractor**" or "**SWBNO**"). The City and the SWBNO may sometimes each be referred to as a "**Party**", and collectively, as the "**Parties**". The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the SWBNO is a political corporation organized under the laws of the State of Louisiana and whose principal address is located at 625 St. Joseph Street, New Orleans, LA 70165; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, on April 17, 2023, the State of Louisiana, Division of Administration, Office of Facility Planning and Control ("**FP&C**"), notified the City of funding (attached as *Exhibit "A"*) for the application prepared and submitted by the Department of Public Works to widen the drainage culverts in the Monticello Canal and the nearby trestle bridge to ensure adequate drainage capacity (attached as *Exhibit "B"*) and referred to in this Agreement as the "**Project**," bearing FP&C Project No. 50-ML3-22-03; and

WHEREAS, the City, as grantee, entered into a cooperative agreement with the FP&C to facilitate the funding of FP&C Project No. 50-ML3-22-03 (the "**FP&C CEA**," attached as *Exhibit "C"*); and

WHEREAS, the City and the SWBNO desire to accomplish a valuable public purpose of establishing the funding to the SWBNO to facilitate the design and construction of the Project; and

WHEREAS, following completion of the Project, the Project will be owned and operated by the SWBNO; and

WHEREAS, the City and the SWBNO agree that their mutual goals and objectives satisfy a legitimate and valid public purpose, and that these goals and objectives will provide intangible benefits to the betterment and improvement of the City's infrastructure and the public at-large, and enable the SWBNO to mitigate flooding in the Hollygrove and surrounding neighborhoods: and

NOW THEREFORE, the City and the SWBNO, each having the authority to do so, agree as follows:

ARTICLE I - THE SWBNO'S OBLIGATIONS

A. Work Plan. The SWBNO shall develop a work schedule, list of deliverables, and action items for submission to, review, and approval of the City, identifying work activity, project milestones, deliverables, and timeline for each work activity concerning or relating to the Project. The project milestones shall include commencement and completion of the schematic design; conceptual design; design development; pre-construction services; construction documents; permits; commencement of construction on the Project; completion of construction of the Project; and commencement of use of the Project.

B. SWBNO Obligations. The SWBNO shall, in addition to the above, perform or cause to be performed the following:

1. Hire and work with a licensed Louisiana engineer to provide engineering analysis and design of the Project.

2. Present the Project concept at key stages (e.g., schematic design and design development) to City staff, city council, and the public-at-large.

3. Develop a written budget for the Project (the "**Project Budget**") which shall be subject to the written approval of the City's Deputy CAO of the Office of Sustainability, which approval shall not be unreasonably withheld.

4. Work with the engineer, contractor, and any other retained consultants to develop appropriate performance milestones to ensure timely completion of the Project.

5. Obtain all required governmental regulatory reviews and approvals required in connection with the construction of the Project.

6. Provide all plans and specifications to the City's CAO Fiscal Grants Management and Financial Compliance office for transmittal to FP&C for review and approval;

7. Incorporate any reasonable review comments from City or FP&C into the design and construction of the Project;

8. Comply with pertinent local and state laws concerning the bidding of the work and the expenditure of public funds by FP&C and the City, including, but not limited to, La. Rev. Stat. § 38:2212, et seq., award the Project to the lowest responsive and responsible bidder (the

"**SWBNO**") in accordance with the Louisiana Public Bid Law, and provide City with documentation of the process used in obtaining design or construction bids;

9. Hire any and all other necessary consultants to manage the construction of the Project and to perform any required site civil surveying, geotechnical, mechanical, electrical, and other engineering services.

10. Assume day-to-day management and oversight authority and responsibilities with respect to the design and construction of the Project;

11. Execute a construction contract, which shall be in accordance with the provisions of this Agreement, the Louisiana Public Bid Law, and the Louisiana Public Works Act.

12. Report to the City's Deputy CAO of the Office of Sustainability every six (6) months during the term of this Agreement and as reasonably requested by the City regarding: (**a**) status of the bidding process and execution of the construction contracts; (**b**) status of any and all performance milestones (performance data will be specific and measurable); (**c**) the dollar value expended on the Project; and (**d**) any other information reasonably requested by the City as it relates to the Project.

13. Provide all documentation reasonably required by FP&C or the City to show funds sought to be reimbursed were expended in compliance with this Agreement, the Project Budget, and any applicable local, state, and federal regulations and statutes, notwithstanding any approved waivers, that are applicable to the use of said funds.

14. Complete construction of the Project in substantial conformance with the final plans, free of any statements of claim or privilege pursuant to the Louisiana Public Works Act, in accordance with the approved project documents, on or before a mutually agreed upon date to be determined.

15. Assume responsibility for the reporting and compliance obligations that the funds carry;

16. Comply with the duties, obligations, responsibilities, and limitations imposed on the City and the City Project Funds as stated in the FP&C CEA. Should there be any conflict in the terms of this Agreement and the FP&C CEA, the more restrictive provision will apply.

17. Allow periodic access during normal business hours to the site by City representatives to review progress of the construction.

18. Pursuant to La. Rev. Stat. 39:112(E)(2), SWBNO agrees to provide a match of not less than twenty-five percent (25%) of the total City Project Funds, except as provided in La. Rev. Stat. 39:112(E)(2)(a) or (b). The SWBNO's match may consist of a combination of past or future funding or in-kind contributions.

C. SWBNO Representations & Warranties. The SWBNO shall represent and warrant that:

1. The SWBNO has not employed or retained any entity or person, other than a bona fide employee or professional working solely for SWBNO, to solicit or secure this Agreement nor has SWBNO paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting The SWBNO in securing this Agreement. The SWBNO acknowledges its understanding that any gifts made or

fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in the City contracting for a period of not less than three (3) years. The execution of this Agreement by SWBNO's duly authorized representative shall be deemed a sworn statement by SWBNO of its compliance with this representation and warranty, as required by City Code Section 46-51;

2. The SWBNO, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against SWBNO in accordance with its terms;

3. The SWBNO is not under any obligation to any other Party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations under this Agreement;

4. The SWBNO has the requisite expertise, qualifications, and staff to enable it to fully perform its obligations under this Agreement;

5. As of the Effective Date of this Agreement, SWBNO has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;

6. The SWBNO is not in breach of any federal, state, or local statute or regulation applicable to SWBNO or its operations that would materially affect SWBNO's obligations under this Agreement;

7. The SWBNO shall complete, or cause to be completed, the construction of the Project in accordance with the final plans; and

8. The SWBNO has read and fully understands the terms, covenants, and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

D. Reliance on Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the received Party.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Sustainability (the "**Department**"); and

2. Provide the SWBNO with documents reasonably necessary for the SWBNO's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel required for the performance of the Project; and

4. Administer funds for the Project as specified in Article III; and

5. Within a reasonable time after receipt from the SWBNO, submit the SWNBO's requests for reimbursement, along with any supporting documentation, to FP&C.

ARTICLE III – FUNDING

A. Funding Overview. The SWBNO shall undertake the Project and expend such funds as it deems appropriate, all in compliance with applicable state and local law and FP&C requirements. The SWBNO will submit reimbursement requests and supporting documentation to the City, who will then, within a reasonable period of time, submit such reimbursement requests to FP&C. Once FP&C reviews and approves each request, it will provide payment to City. Within a reasonable period of time after receipt of payment, City will provide those funds to the SWBNO. Payment from the City to the SWBNO will only be made out of the funds received by the City from FP&C for this Project.

B. Requirements and Limits on Funding:

1. The SWBNO shall only be entitled to receive payments for eligible work. Eligible means those services, tasks, or materials needed for the Project that are eligible for reimbursement by FP&C.

2. No City funds are obligated for the Project as a result of this Agreement. The Parties agree that payment from FP&C under the FP&C CEA shall be a suspensive condition to any payments, partial or full, from City to the SWBNO. All payments from City to the SWBNO are subject to availability of funds from FP&C. All risk of non-payment, for any reason, shall be exclusively borne by the SWBNO.

3. If payments or total payment available under the FP&C CEA shall be withheld for any reason, including but not limited to any adverse determination with respect to whether the SWBNO's work constitutes eligible work, then City shall have the right to proportionally (by percentage) reduce the amount of its payment to SWBNO for the work or line item reduced or withheld by FP&C.

4. SWBNO acknowledges that no part of this Agreement will constitute a warranty to the SWBNO of any eligibility or right to reimbursement for funds spent on the Project. The SWBNO further acknowledges that the City will have no obligation, aside from that expressly provided in Article II, to aid or assist in SWBNO's compliance with FP&C rules and regulations.

C. Detailed Monthly Invoices. In addition to those requirements contained in Article III Section B, as a prerequisite to payment, the SWBNO will:

1. Submit electronically through the City's BRASS system the detailed monthly invoices, with all required supporting documentation and proof of payment, required by FP&C or required in Article III(C)(1) above; and

2. Any additional documentation requested by FP&C or City.

D. Reimbursement Funding Available. The City will not be liable for any costs or expenses paid or incurred by SWBNO in excess of the City Project funding in the performance of the SWBNO's obligations under this Agreement, except as may be specifically set forth in a duly authorized amendment. The SWBNO agrees to provide or obtain all funding for the Project not provided by the city Project funding.

E. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request SWBNO to provide additional services that would result in the performance of services beyond the scope of this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. The City shall not be required to reimburse SWBNO for any services that are provided by SWBNO that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment.

F. No Payments in Excess of Maximum Funding. Officers and employees of the City are not authorized to offer or promise to SWBNO additional funding for the Project in excess of the maximum amount of the City Project funding set forth above, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the City's Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the City's Department of Finance, the City shall not be required to honor and will not remit to the SWBNO any offered or promised additional funding in excess of the maximum amount of the City Project funding set forth above.

ARTICLE IV – MAINTENANCE AND OPERATION

Following completion of construction, SWBNO, at its sole cost and expense, shall maintain the new boundaries and improvements of the Monticello Canal and its Culverts in first class condition, good working order, and free from defects. Following completion of construction, SWBNO shall be fully responsible for the condition and operation of the Monticello Canal.

All structures or improvements covered by this Agreement shall be solely the property of SWBNO. Upon the end of this Agreement, whether by expiration, termination, cancellation, or by any other means, the structures and improvements shall be and remain the property of the City.

ARTICLE V - DURATION AND TERMINATION

A. Term. This Agreement will be effective for ten (10) years from the Effective Date.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the SWBNO written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the SWBNO. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30)

days from the date of the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE VI - INDEMNITY

A. In General. To the fullest extent permitted by law, the SWBNO will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**City Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the City and the City Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the SWBNO, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

To the fullest extent permitted by law, the City will indemnify, defend, and hold harmless SWBNO, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**SWBNO Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the SWBNO and SWBNO Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the City, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

B. Limitation. The Parties indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Parties have an immediate and independent obligation to, at the remaining Party's option: (**a**) defend the remaining Party from or (**b**) reimburse the remaining Party for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (**1**) the allegations are or may be groundless, false, or fraudulent; or (**2**) the remaining Party is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, either Party shall bear the expenses including, but not limited to, the remaining Party's reasonable attorney fees and expenses, incurred by the other Party in enforcing this indemnity.

ARTICLE VII – INSURANCE

A. General. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements

are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements:

1. Workers' Compensation & Employers Liability: Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

2. Commercial General Liability: Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

3. Business Automobile Liability (Where applicable): Insurance with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional Liability (Errors & Omission): As professional services are required under the contract, Contractor shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than $2,000,000 per occurrence or claim / $4,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

C. General Provision and Requirements:

1. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

2. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

D. Certificates of Insurance Additional Insured Status:

1. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

2. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (User Department Mailing Address), with a copy forwarded to 1300 Perdido Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.

3. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors' liability shall be covered by the Contractor.

4. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability.

E. General Requirements:

1. Primary Coverage - For any claims, liability, demands and/or suits related to this contract or Contractor's performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors' insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

2. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

3. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

4. Claims Made Policies (If applicable) - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

5. Waiver of Subrogation - The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

6. Notice of Cancellation - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

7. Acceptability of Insurers - Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

8. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

10. Notice - The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

F. Miscellaneous:

1. Without notice from the City, the Contractor will substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

G. Special Risks or Circumstances:

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on any change in the scope of work/contractor obligations, nature of the risk, insurer coverage, and/or other circumstances.

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of Board according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If Board fails to perform according to the Agreement, the City will notify Board. If there is a continued lack of performance after notification, the City may declare Board in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII: RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

A. Retention. The SWBNO agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the SWBNO's profession for a period of three (3) years after the termination of this Agreement, or such longer period of time required by the FP&C CEA. All accounting records shall be maintained in accordance with generally accepted principles and practices.

B. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, the SWBNO shall make all data, records, reports, and all other materials relating to this Agreement available to the City for examination and copying.

C. Ownership. All data collected and all products of work prepared, created, or modified by the SWBNO in the performance of this Agreement, including, without limitation, any and all plans, notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, and any related intellectual property, but excluding the SWBNO's personnel and administrative records and any proprietary tools, systems, and information used by the SWBNO to perform the services under this Agreement (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the SWBNO's consent and for no additional consideration to the SWBNO.

ARTICLE XI - INDEPENDENT ENTITY

A. Independent Entity Status. The SWBNO is an independent Entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the SWBNO, as an independent Entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the SWBNO will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The SWBNO, as an independent Entity, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the SWBNO nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (**a**) the SWBNO has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (**b**) the services to be performed by the SWBNO are outside the normal course and scope of the City's usual business; and (**c**) the SWBNO has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The SWBNO, as an independent Entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or social security for any services rendered to the City under this Agreement.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the SWBNO (**1**) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (**2**) where applicable, will take affirmative action to ensure that the SWBNO's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the SWBNO will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (**1**) any employee of the City working with the SWBNO in any of SWBNO's operations within Orleans Parish or (**2**) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the SWBNO. The SWBNO agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of

1990.

C. Incorporation into Subcontracts. The SWBNO will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the SWBNO fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIII - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the SWBNO stating: (**1**) an event triggering this Article has occurred; (**2**) the anticipated effect of the Force Majeure event on performance; and (**3**) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the SWBNO must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SWBNO and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Deputy CAO
Office of Sustainability
City of New Orleans
1300 Perdido Street,
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the SWBNO:

Randy E. Hayman, Esq.
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Special Counsel
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of SWBNO's interest in it are not assignable or transferable without a validly executed written amendment. This Agreement shall inure to and be binding upon the Parties and their respective successors and permitted assigns.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the SWBNO on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants", to the maximum extent permitted by law, the SWBNO shall reimburse the City or disgorge anything of value or economic benefit received from the City if the SWBNO fails to meet its contractual obligations.

G. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

H. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – FP&C Notice of Project Funding; Exhibit B – Project Application; and Exhibit C – FP&C CEA.

I. Jurisdiction. The SWBNO consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the SWBNO.

J. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. Non-Solicitation Statement. The SWBNO has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The SWBNO has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

N. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "C"; this Agreement; Exhibit "A"; and Exhibit "B."

P. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the SWBNO, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the SWBNO pursuant to this Agreement without regard to the SWBNO's otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. Subcontractor Reporting. The SWBNO will provide a list of all natural or artificial persons who are retained by the SWBNO at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the SWBNO's work for the City. For any subcontractor proposed to be retained by the SWBNO to perform work on the Agreement with the City, the SWBNO must provide notice to the City within 30 days of retaining that subcontractor. If the SWBNO fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the SWBNO, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, insurance, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XVI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the SWBNO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
RANDY E. HAYMAN, ESQ., EXECUTIVE DIRECTOR

[EXHIBITS "A" – "C" ARE CONTAINED ON THE NEXT PAGES]

EXHIBIT A

FP&C NOTICE OF PROJECT FUNDING

FUNDING SUMMARY

THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date:_____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	$750,000	$8,250,000		$9,000,000
TOTAL			**$750,000**	**$8,250,000**	**$3,000,000**	**$12,000,000**
		FPC ADMIN.	**$33,750**	**$41,250**		

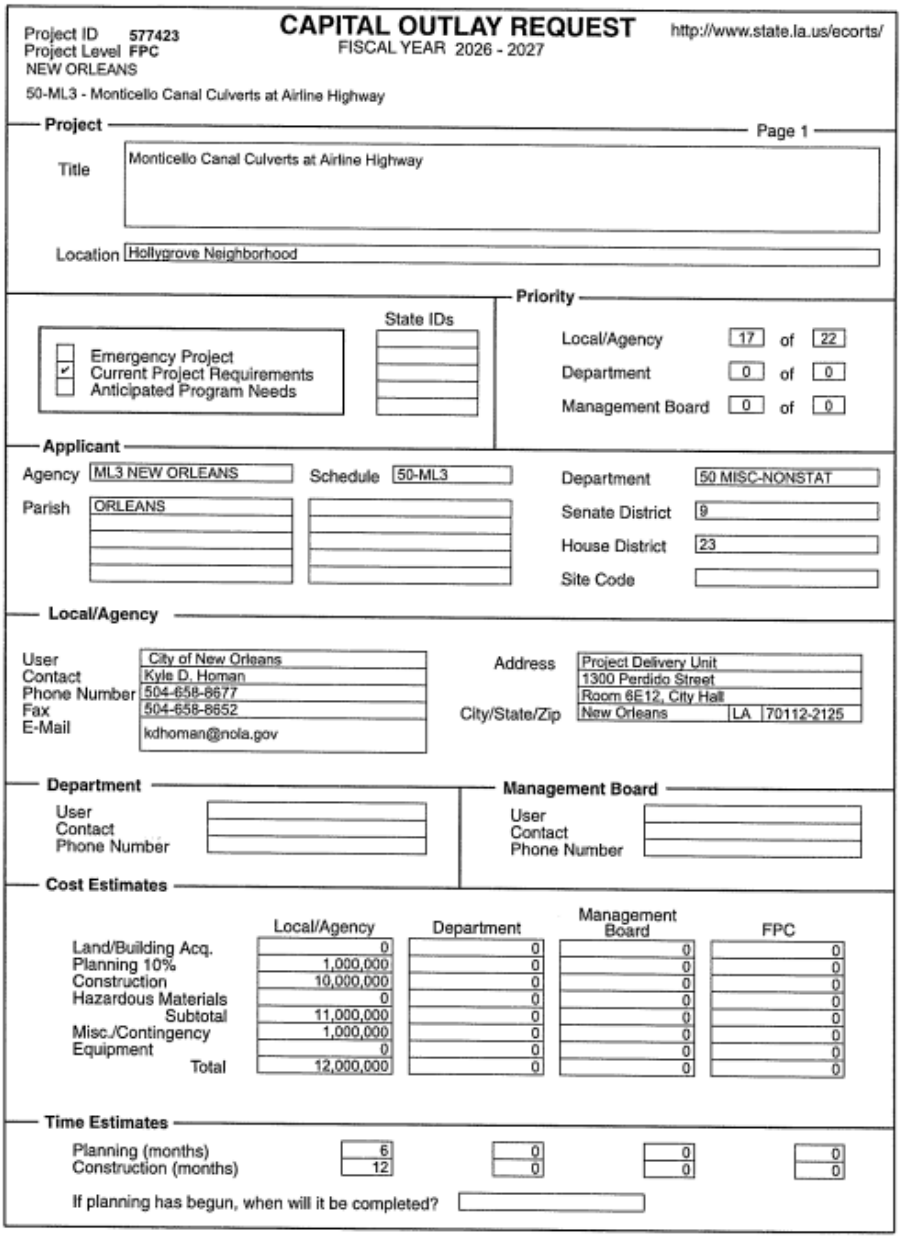
Federal Tax Identification for Entity: **72-6000969**

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is $10,000,000.00 per the 2022-23 Capital Outlay Request.

EXHIBIT B

PROJECT APPLICATION



CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

Project ID 577423
Project Level FPC
NEW ORLEANS

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Project — Page 1

Title: Monticello Canal Culverts at Airline Highway

Location: Hollygrove Neighborhood

State IDs

- [ ] Emergency Project
- [x] Current Project Requirements
- [ ] Anticipated Program Needs

Priority

Local/Agency	17	of	22
Department	0	of	0
Management Board	0	of	0

Applicant

Agency: ML3 NEW ORLEANS
Schedule: 50-ML3
Department: 50 MISC-NONSTAT
Parish: ORLEANS
Senate District: 9
House District: 23
Site Code:

Local/Agency

User	City of New Orleans
Contact	Kyle D. Homan
Phone Number	504-658-8677
Fax	504-658-8652
E-Mail	kdhoman@nola.gov

Address: Project Delivery Unit, 1300 Perdido Street, Room 6E12, City Hall
City/State/Zip: New Orleans LA 70112-2125

Department

User
Contact
Phone Number

Management Board

User
Contact
Phone Number

Cost Estimates

	Local/Agency	Department	Management Board	FPC
Land/Building Acq.	0	0	0	0
Planning 10%	1,000,000	0	0	0
Construction	10,000,000	0	0	0
Hazardous Materials	0	0	0	0
Subtotal	11,000,000	0	0	0
Misc./Contingency	1,000,000	0	0	0
Equipment	0	0	0	0
Total	12,000,000	0	0	0

Time Estimates

Planning (months)	6	0	0	0
Construction (months)	12	0	0	0

If planning has begun, when will it be completed?

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Prior Funding

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FPC Project No. Assigned to Prior Funding: 50-ML3-22-03

Sub-project No.:

Authorized Means of Financing	Amount	Year	Act#	Priority				
GO Bonds	750,000	2025	2	1	Bond	✔	Credit	
GO Bonds	8,250,000	2025	2	5	Bond		Credit	✔
	0	0		0	Bond		Credit	
	0	0		0	Bond		Credit	
	0	0		0	Bond		Credit	
Total	$9,000,000							

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	750,000	4,500,000	3,750,000	0	0	$9,000,000
IAT	0	0	0	0	0	$0
*Local Funds	250,000	1,500,000	1,250,000	0	0	$3,000,000
*Reimbursement Bonds	0	0	0	0	0	$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	$0
*Revenue Bonds	0	0	0	0	0	$0
**Statutory Dedications	0	0	0	0	0	$0
Federal Funds	0	0	0	0	0	$0
Total	$1,000,000	$6,000,000	$5,000,000	$0	$0	$12,000,000

*Describe specific source of funds: City of New Orleans Major Street Bond Funds

**Type of Statutory Dedication:

What fiscal year (FY) was the project or program first submitted for consideration? 2011

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name: Kyle D. Homan Title: Project Delivery Unit Date: 10/31/2025

Comments

This project, now under the control of the Sewerage and Water Board of New Orleans (SWBNO), constitutes the widening of drainage culverts in the Monticello Canal in order to mitigate flooding. Flooding is one of the greatest threats to New Orleans and is addressed in many city- and community-level plans. The Orleans Parish Hazard Mitigation Plan cites the flat topography and the low elevation of the land. Additionally, the levee system prevents rainwater from draining naturally; hence, the City relies on an elaborate pumping system for drainage. The Hollygrove neighborhood relies on the Pritchard Street and Oleander Street pumping stations for the removal of storm water, which is then pumped into the Monticello Canal. The maximum capacity for the City's pumping system is one inch during the first hour of rainfall and half of one inch for every hour thereafter, assuming that all drain catches are clear of debris. A heavy rainstorm can overload the pumping capacity. Storm water in the Monticello Canal becomes constricted at Airline Highway and the Monticello Canal and at the railroad trestle bridge and the Monticello Canal. During normal conditions, water easily flows through the culverts. However, during heavy rain events the water in the canal rises, backs up and sometimes overflows the Orleans Parish side floodwall. This project would address the need to increase the flow of water through the Monticello Canal by widening the culverts at Airline Highway and the trestle bridge. Increasing the size of the culverts under Airline Highway and at the railroad crossing would increase the amount of water that can flow under Airline Highway and the speed at which water can enter the 17th Street Canal from the Monticello Canal, thus mitigating the chances of flooding for Orleans Parish. Alternatively, potentially raising the levee on the Orleans side of the Monticello Canal could provide similar benefits. However, planning efforts would have to determine which option would be more beneficial or if there would be any unintended consequences of either plan of action to remediate flooding in the Hollygrove neighborhood.

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Demonstration of Need

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Title	Monticello Canal Culverts at Airline Highway
Description	The nearby Hollygrove neighborhood is experiencing local flooding at times of heavy rain. This widens existing culverts at Airline Highway and nearby trestle bridge to improve drainage and mitigate flood risk.
Location	Hollygrove Neighborhood
Project Type	Drainage
Facility Type	Misc.
Program / Service Desc.	Widening of drainage culverts
Present Empl.	0
Future Empl.	0
Citizens Served	0
Daily Users	0
Describe the long range strategic plan (5-Yr) for the program	Improve drainage for the Hollygrove neighborhood to prevent flooding by widening drainage culverts at Airline Highway and the nearby trestle bridge.

Purpose (Check all that apply)

- [x] Expand Existing Pgm
- [ ] Relocate Existing Pgm
- [ ] Add New Pgm
- [ ] Attract Business
- [x] Other: Mitigate flood risk
- [ ] Changes in Mission
- [x] Changes in Existing
- [ ] Changes in Population
- [ ] Generate Employment
- [ ] Address Actual
- [x] Changes in Standards
- [ ] Promote Economic Dev
- [ ] Address Code Violations

Applicable Guidelines / Standards

Publications, regulatory agencies' guidelines for the program: New Orleans Sewerage & Water Board standards in conjunction with US Army Corps SE Louisiana Flood Control program.

Minimum or mandatory requirements for above-listed program:

What alternatives were considered? (check all that apply)

- [x] Maintaining Status Quo
- [ ] Use Existing Space
- [ ] New Space
- [ ] Less Space
- [ ] Renovations of Existing Space
- [ ] Expansions of Similar Program Elsewhere

How was the best option determined (Studies, Etc.)? Consultation with Orleans Parish Sewerage and Water Board.

Were feasibility studies or needs assessment reports prepared other than this application? [ ] Yes

Preparer's Name: Phone:

List socioeconomic and environmental affects of project

Improved drainage will reduce flood risk for area, thus increasing security for residents and businesses.

Identify and describe other similiar facilities in your area and evaluate their capabilities to meet needs

Numerous other canals and culverts existin in Orleans Parish, several of which have recently undergone extensive renovations to improve drainage.

Request Endorsed By: Senator [x] Rep. [x] Endorser's Name: Henry/Mena

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50-ML3 - Monticello Canal Culverts at Airline Highway

Facility Requirements

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Prepared By SWBNO Date Prepared 10/31/2025

Space Requirements: ☐ New Space ☐ Existing Space ☑ No Space

Type of Space	Number of Occupants	Type of Occupants	NA/Per	Net Area
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0

Total Net Area		Burden Factor		Total Gross Area		Total Net Area	
0	X	1.00	=	0		Burden Area	0

Employees 0
Visitors / Clients 0
Contract Employees 0
Students / Assistants 0
Temporary Employees 0
Others 0

Describe additional program requirements (parking, Utilities Tie-In, Location, Shipping / Receiving, Public Access, Site Amenities).

The drainage canal does not constitute a facility and, therefore, will not have an estimated occupancy rate. Cost is based on preliminary Orleans Parish Sewerage and Water Board estimates.

What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?

The existing drainage culverts will be widened to allow for increased drainage.

Renovation / Addition

Describe the condition of the building and previous renovations

The area currently is experiencing local flooding during heavy rainfall periods.

Describe the extent of the proposed renovation / addition

The project would widen the drainage culverts beneath Airline Highway and the nearby trestle bridge to ensure adequate drainage capacity.

Describe the location of occupants during renovation and required funding

What amount of the construction budget addresses modifications required to meet the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)"? N/A

Hazardous Materials

What hazardous materials are addressed in the construction budget?

☐ Underground Storage Tanks ☐ PCB's ☐ Lead Paint ☐ Asbestos Other N/A

Enter the date if site has been surveyed for underground storage tanks.

Provide contact information if the facility's asbestos management plan was consulted for abatement requirements.

Contact Name Phone

Roof

What is the current age, condition, and type of the existing roof and anticipated date of replacements?

Age of Roof (yrs) 0 Condition
Replacement Date Type N/A

Describe roof penetrations, equipment, etc.

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Construction Cost (cont.)

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Source of Data: SWBNO

Date Prepared: 10/31/2025

List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).: Drainage enhancement project. Widen existing culverts by demolishing existing facilities, mitigating conditions to prevent flooding while project is under construction and the construction of new and wider culverts.

Cost of Construction Calculation (Provide COST/S.F. for Roofing Projects)

Type of Space	Net Area	Cost/S.F.	Area Cost
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Burden Area	0	0	0
Total / Average / Total	0	0	0

Additional Line Item Expenses (Parking, Utility Tie-In, Security System, etc.)

Item	Quantity	Unit Cost	Total
Demolition of existing culvert	1	2,500,000	2,500,000
Mitigation costs during constr	1	1,000,000	1,000,000
Construction - forming-reinfor	1	2,700,000	2,700,000
Construction - Concrete	1	3,800,000	3,800,000
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Subtotal of Additional Line Item Expenses			10,000,000

Total Construction Cost 10,000,000

Equipment Costs

Item	Item Costs
	0
	0
	0
	0
	0
Total Equipment Costs	0

Check this box if this program is for renovation or relocation of an existing program and the use of existing equipment discontinued. ☐

If so, explain? Joint drainage project with Jefferson Parish to reduce area flooding.

If this project is a current year request, attach an itemized breakdown with unit costs and an estimated useful life of the equipment with final submission to Facility Planning.

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50-ML3 - Monticello Canal Culverts at Airline Highway

Operation Budget (Expenditures) — Page 7

	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	0	0
Other Compensation	0	0
Related Benefits	0	0
Travel	0	0
Operating Services	0	0
Supplies	0	0
Professional Services	0	0
Other Services	0	0
Debt Services	0	0
Interagency Funds	0	0
Acquisitions	0	0
Major Repairs	0	0
Unallocated	0	0
Total Expenditures	0	0
Total Positions	0	0

Operation Budget (Financing)

State General Fund (Direct)	0	0
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	0	0
Statutory Dedications	0	0
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	0	0

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0

Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	0	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281
Statutory Dedications	0	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281

Comments

NOTE: Year 5 is FY 2025. Also, this is a drainage project. There are no regular operating expenses associated with project except for sporadic unscheduled maintenance.

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50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire — Page 8

1) What was your budget for capital improvements for the last 3 years?

Current Year 466,814,118 Last Year 138,638,519 2 Years Ago 300,200,000

2) What was your undesignated/unreserved general fund balance for the last 3 years?

Current Year 59,795,000 Last Year 186,429,000 2 Years Ago 245,099,000

3) What was your designated/reserved general fund balance for the last 3 years?

Current Year 145,854,000 Last Year 140,338,000 2 Years Ago 158,180,000

4) What is your ad valorem tax capacity?

Millage Authorized 121 Millage Levied 121 (mills)
When did you last have an election to renew or increase millage? 12/5/2020
Did the electors approve or reject the millage renewal or increase? ☐ approve ☑ reject
How much was requested? 5 (mills)

5) What is your local sales tax?

Percent Authorized 6 Percent Levied 5
When did you last have an election to renew or increase the percent? 1/1/1992
Did the electors approve or reject the percent renewal or increase? ☐ approve ☑ reject
How much was requested? 1 (percentage)

6) Have you had an election to obtain voter approval for a bond issue for this or other projects? ☐ yes ☑ no

Did the electors approve or reject the issue? ☐ approve ☑ reject
Do you plan to have an election to obtain voter approval for a bond issue for this or other projects?
☐ yes ☑ no

7) Is this project for which you are requesting state funding the type for which revenue will be generated?
☐ yes ☑ no
(i.e. parking fees; water; sewer or other utility fees; etc.)
If so, please describe the source and projected amount of the revenue.

Source 1	Vendor rent	Amount	0
Source 2	Parking	Amount	0
Source 3	N/A	Amount	0

8) How much do you receive from the Parish Transportation Fund?

Current Year	3,763,308
Last Year	4,780,948
2 Years Ago	4,489,323

9) Have you been approved for or received funding from any other state program for this project? ☐ yes ☑ no

If so, how much and from what source?

Source 1		Source 2	
Agency/Program		Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	
Source 3		Source 4	
Agency/Program		Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire (cont) — Page 9

10) Have you been approved for or received funding from any federal program for this project? ☐ yes ☑ no

If so, how much and from what source?

	Source 1	Source 2	Source 3	Source 4
Agency/Program				
Current Year	0	0	0	0
Last Year	0	0	0	0
2 Years Ago	0	0	0	0
Status				

11) Have you been approved for or received funding from any private source for this project? ☐ yes ☑ no

If so, how much and from what source?

	Source 1	Source 2	Source 3	Source 4
Agency/Program				
Current Year	0	0	0	0
Last Year	0	0	0	0
2 Years Ago	0	0	0	0
Status				

12) If not a local government entity, describe the legal status of your entity.

The above information is certified by:

Name:	Kyle D. Homan
Title:	Project Delivery Unit Director
Contact Person:	Patrick Judge
Date:	10/31/2025
Phone Number:	504-658-8677

EXHIBIT C

FP&C CEA

SRM Conl # 4900027124

SRM PO #

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NEW ORLEANS
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, ASSISTANT COMMISSIONER, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF NEW ORLEANS** (Entity), a political subdivision of the State, herein represented by **LATOYA CANTRELL, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 **WHEREAS,** the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 **WHEREAS,** the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable,** of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 **WHEREAS, if applicable,** the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 **WHEREAS,** the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 **WHEREAS,** the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV
USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V
ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI
PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII
COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars ($100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contracta, ex delicta*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of $500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 . FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 19th day of April, 2023,
at Baton Rouge, Louisiana.

WITNESSES:

Cheryl Kindrick
FP&C Witness #1 Sign Here

FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: _____
Mark A. Moses
Assistant Commissioner
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 4th day of April, 2023,
at New Orleans, Louisiana.

WITNESSES:

Entity Witness #1 Signature

Gloria Smith
Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL
MAYOR

APPROVED AND LEGALITY APPROVED:

Assistant City Attorney

FUNDING SUMMARY

THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date:_____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	$750,000	$8,250,000		$9,000,000
TOTAL			$750,000	$8,250,000	$3,000,000	$12,000,000
		FPC ADMIN.	$33,750	$41,250		

Federal Tax Identification for Entity: 72-6000969

Notes:
1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is $10,000,000.00 per the 2023-24 Capital Outlay Request.

1281

Calendar No. (Rev) (Exp)

Name Patrick Tobler 504-658-8089 Ext. 504-657-4258

Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Authorizes the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) as set forth more fully in the CEA form attached hereto as Exhibit "1"and made a part hereof; and otherwise to provide with respect thereto.

1. _____ Deputy CAO
   Department Head
2. Melissa Quigley
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2ND: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Sustainability

Name of Contact Person: Meagan M. Williams

Telephone Number: 504-658-8420

Email Address: memwilliams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance will authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans (" S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) the provisions thereof as set forth more fully in the form attached hereto as Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City and the Sewerage and Water Board of New Orleans.

The obligations, expectations, and deliverables of the parties involved:

Requirements as set by this CEA between the City and SWBNO.

Any fiscal implications for the City with the contract:

There is a No Fiscal Impact. The CEA governs the administration of the State Capital Outlay grant as the City is considered the grantee by the State but SWBNO is executing the project.

The public purpose and need for the contract:

This CEA is has no term and thus needs an authorization ordinance. This CEA allows for the acceptance of any State Capital Outlay funds. (BRASS #8703)

The duration of the contract:

The duration of the project through closeout.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: _____

CALENDAR NO.:_____

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER_____ (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML2-22-03) as set forth more fully in the CEA form attached hereto as Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and the S&WB desire to enter into a CEA between the City and the S&WB relative to the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans; and

WHEREAS, the City and the S&WB desire to enter into this Cooperative Endeavor Agreement to provide for the acceptance and use of funding available to the S&WB commensurate with the State of Louisiana, Division of Administration, Office of Facility Planning and Control funds for the Project, and to set forth certain other matters in connection there with; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into this Cooperative Endeavor Agreement, in the form attached hereto as Exhibit "1", between the City of New Orleans and the Sewerage and Water Board of New Orleans for the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans.

SECTION 2. That said Cooperative Endeavor Agreement is attached hereto as Exhibit "1" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT "1"

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

MONTICELLO CANAL CULVERTS STATE CAPITAL OUTLAY PROJECT

(FP&C #50-ML3-22-03)

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SEWERAGE AND WATER BOARD OF NEW ORLEANS
FOR
FP&C PROJECT NO. 50-ML3-22-03
MONTICELLO CANAL CULVERTS AT AIRLINE HIGHWAY

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the "**Contractor**" or "**SWBNO**"). The City and the SWBNO may sometimes each be referred to as a "**Party**", and collectively, as the "**Parties**". The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the SWBNO is a political corporation organized under the laws of the State of Louisiana and whose principal address is located at 625 St. Joseph Street, New Orleans, LA 70165; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, on April 17, 2023, the State of Louisiana, Division of Administration, Office of Facility Planning and Control ("**FP&C**"), notified the City of funding (attached as *Exhibit "A"*) for the application prepared and submitted by the Department of Public Works to widen the drainage culverts in the Monticello Canal and the nearby trestle bridge to ensure adequate drainage capacity (attached as *Exhibit "B"*) and referred to in this Agreement as the "**Project**," bearing FP&C Project No. 50-ML3-22-03; and

WHEREAS, the City, as grantee, entered into a cooperative agreement with the FP&C to facilitate the funding of FP&C Project No. 50-ML3-22-03 (the "**FP&C CEA**," attached as *Exhibit "C"*); and

WHEREAS, the City and the SWBNO desire to accomplish a valuable public purpose of establishing the funding to the SWBNO to facilitate the design and construction of the Project; and

WHEREAS, following completion of the Project, the Project will be owned and operated by the SWBNO; and

WHEREAS, the City and the SWBNO agree that their mutual goals and objectives satisfy a legitimate and valid public purpose, and that these goals and objectives will provide intangible benefits to the betterment and improvement of the City's infrastructure and the public at-large, and enable the SWBNO to mitigate flooding in the Hollygrove and surrounding neighborhoods: and

NOW THEREFORE, the City and the SWBNO, each having the authority to do so, agree as follows:

ARTICLE I - THE SWBNO'S OBLIGATIONS

A. Work Plan. The SWBNO shall develop a work schedule, list of deliverables, and action items for submission to, review, and approval of the City, identifying work activity, project milestones, deliverables, and timeline for each work activity concerning or relating to the Project. The project milestones shall include commencement and completion of the schematic design; conceptual design; design development; pre-construction services; construction documents; permits; commencement of construction on the Project; completion of construction of the Project; and commencement of use of the Project.

B. SWBNO Obligations. The SWBNO shall, in addition to the above, perform or cause to be performed the following:

1. Hire and work with a licensed Louisiana engineer to provide engineering analysis and design of the Project.

2. Present the Project concept at key stages (e.g., schematic design and design development) to City staff, city council, and the public-at-large.

3. Develop a written budget for the Project (the "**Project Budget**") which shall be subject to the written approval of the City's Deputy CAO of the Office of Sustainability, which approval shall not be unreasonably withheld.

4. Work with the engineer, contractor, and any other retained consultants to develop appropriate performance milestones to ensure timely completion of the Project.

5. Obtain all required governmental regulatory reviews and approvals required in connection with the construction of the Project.

6. Provide all plans and specifications to the City's CAO Fiscal Grants Management and Financial Compliance office for transmittal to FP&C for review and approval;

7. Incorporate any reasonable review comments from City or FP&C into the design and construction of the Project;

8. Comply with pertinent local and state laws concerning the bidding of the work and the expenditure of public funds by FP&C and the City, including, but not limited to, La. Rev. Stat. § 38:2212, et seq., award the Project to the lowest responsive and responsible bidder (the

"**SWBNO**") in accordance with the Louisiana Public Bid Law, and provide City with documentation of the process used in obtaining design or construction bids;

9. Hire any and all other necessary consultants to manage the construction of the Project and to perform any required site civil surveying, geotechnical, mechanical, electrical, and other engineering services.

10. Assume day-to-day management and oversight authority and responsibilities with respect to the design and construction of the Project;

11. Execute a construction contract, which shall be in accordance with the provisions of this Agreement, the Louisiana Public Bid Law, and the Louisiana Public Works Act.

12. Report to the City's Deputy CAO of the Office of Sustainability every six (6) months during the term of this Agreement and as reasonably requested by the City regarding: (**a**) status of the bidding process and execution of the construction contracts; (**b**) status of any and all performance milestones (performance data will be specific and measurable); (**c**) the dollar value expended on the Project; and (**d**) any other information reasonably requested by the City as it relates to the Project.

13. Provide all documentation reasonably required by FP&C or the City to show funds sought to be reimbursed were expended in compliance with this Agreement, the Project Budget, and any applicable local, state, and federal regulations and statutes, notwithstanding any approved waivers, that are applicable to the use of said funds.

14. Complete construction of the Project in substantial conformance with the final plans, free of any statements of claim or privilege pursuant to the Louisiana Public Works Act, in accordance with the approved project documents, on or before a mutually agreed upon date to be determined.

15. Assume responsibility for the reporting and compliance obligations that the funds carry;

16. Comply with the duties, obligations, responsibilities, and limitations imposed on the City and the City Project Funds as stated in the FP&C CEA. Should there be any conflict in the terms of this Agreement and the FP&C CEA, the more restrictive provision will apply.

17. Allow periodic access during normal business hours to the site by City representatives to review progress of the construction.

18. Pursuant to La. Rev. Stat. 39:112(E)(2), SWBNO agrees to provide a match of not less than twenty-five percent (25%) of the total City Project Funds, except as provided in La. Rev. Stat. 39:112(E)(2)(a) or (b). The SWBNO's match may consist of a combination of past or future funding or in-kind contributions.

C. SWBNO Representations & Warranties. The SWBNO shall represent and warrant that:

1. The SWBNO has not employed or retained any entity or person, other than a bona fide employee or professional working solely for SWBNO, to solicit or secure this Agreement nor has SWBNO paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting The SWBNO in securing this Agreement. The SWBNO acknowledges its understanding that any gifts made or

fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in the City contracting for a period of not less than three (3) years. The execution of this Agreement by SWBNO's duly authorized representative shall be deemed a sworn statement by SWBNO of its compliance with this representation and warranty, as required by City Code Section 46-51;

2. The SWBNO, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against SWBNO in accordance with its terms;

3. The SWBNO is not under any obligation to any other Party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations under this Agreement;

4. The SWBNO has the requisite expertise, qualifications, and staff to enable it to fully perform its obligations under this Agreement;

5. As of the Effective Date of this Agreement, SWBNO has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;

6. The SWBNO is not in breach of any federal, state, or local statute or regulation applicable to SWBNO or its operations that would materially affect SWBNO's obligations under this Agreement;

7. The SWBNO shall complete, or cause to be completed, the construction of the Project in accordance with the final plans; and

8. The SWBNO has read and fully understands the terms, covenants, and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

D. Reliance on Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the received Party.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Sustainability (the "**Department**"); and

2. Provide the SWBNO with documents reasonably necessary for the SWBNO's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel required for the performance of the Project; and

4. Administer funds for the Project as specified in Article III; and

5. Within a reasonable time after receipt from the SWBNO, submit the SWNBO's requests for reimbursement, along with any supporting documentation, to FP&C.

ARTICLE III – FUNDING

A. Funding Overview. The SWBNO shall undertake the Project and expend such funds as it deems appropriate, all in compliance with applicable state and local law and FP&C requirements. The SWBNO will submit reimbursement requests and supporting documentation to the City, who will then, within a reasonable period of time, submit such reimbursement requests to FP&C. Once FP&C reviews and approves each request, it will provide payment to City. Within a reasonable period of time after receipt of payment, City will provide those funds to the SWBNO. Payment from the City to the SWBNO will only be made out of the funds received by the City from FP&C for this Project.

B. Requirements and Limits on Funding:

1. The SWBNO shall only be entitled to receive payments for eligible work. Eligible means those services, tasks, or materials needed for the Project that are eligible for reimbursement by FP&C.

2. No City funds are obligated for the Project as a result of this Agreement. The Parties agree that payment from FP&C under the FP&C CEA shall be a suspensive condition to any payments, partial or full, from City to the SWBNO. All payments from City to the SWBNO are subject to availability of funds from FP&C. All risk of non-payment, for any reason, shall be exclusively borne by the SWBNO.

3. If payments or total payment available under the FP&C CEA shall be withheld for any reason, including but not limited to any adverse determination with respect to whether the SWBNO's work constitutes eligible work, then City shall have the right to proportionally (by percentage) reduce the amount of its payment to SWBNO for the work or line item reduced or withheld by FP&C.

4. SWBNO acknowledges that no part of this Agreement will constitute a warranty to the SWBNO of any eligibility or right to reimbursement for funds spent on the Project. The SWBNO further acknowledges that the City will have no obligation, aside from that expressly provided in Article II, to aid or assist in SWBNO's compliance with FP&C rules and regulations.

C. Detailed Monthly Invoices. In addition to those requirements contained in Article III Section B, as a prerequisite to payment, the SWBNO will:

1. Submit electronically through the City's BRASS system the detailed monthly invoices, with all required supporting documentation and proof of payment, required by FP&C or required in Article III(C)(1) above; and

2. Any additional documentation requested by FP&C or City.

D. Reimbursement Funding Available. The City will not be liable for any costs or expenses paid or incurred by SWBNO in excess of the City Project funding in the performance of the SWBNO's obligations under this Agreement, except as may be specifically set forth in a duly authorized amendment. The SWBNO agrees to provide or obtain all funding for the Project not provided by the city Project funding.

E. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request SWBNO to provide additional services that would result in the performance of services beyond the scope of this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. The City shall not be required to reimburse SWBNO for any services that are provided by SWBNO that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment.

F. No Payments in Excess of Maximum Funding. Officers and employees of the City are not authorized to offer or promise to SWBNO additional funding for the Project in excess of the maximum amount of the City Project funding set forth above, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the City's Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the City's Department of Finance, the City shall not be required to honor and will not remit to the SWBNO any offered or promised additional funding in excess of the maximum amount of the City Project funding set forth above.

ARTICLE IV – MAINTENANCE AND OPERATION

Following completion of construction, SWBNO, at its sole cost and expense, shall maintain the new boundaries and improvements of the Monticello Canal and its Culverts in first class condition, good working order, and free from defects. Following completion of construction, SWBNO shall be fully responsible for the condition and operation of the Monticello Canal.

All structures or improvements covered by this Agreement shall be solely the property of SWBNO. Upon the end of this Agreement, whether by expiration, termination, cancellation, or by any other means, the structures and improvements shall be and remain the property of the City.

ARTICLE V - DURATION AND TERMINATION

A. Term. This Agreement will be effective for ten (10) years from the Effective Date.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the SWBNO written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the SWBNO. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30)

days from the date of the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE VI - INDEMNITY

A. In General. To the fullest extent permitted by law, the SWBNO will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**City Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the City and the City Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the SWBNO, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

To the fullest extent permitted by law, the City will indemnify, defend, and hold harmless SWBNO, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**SWBNO Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the SWBNO and SWBNO Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the City, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

B. Limitation. The Parties indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Parties have an immediate and independent obligation to, at the remaining Party's option: (**a**) defend the remaining Party from or (**b**) reimburse the remaining Party for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (**1**) the allegations are or may be groundless, false, or fraudulent; or (**2**) the remaining Party is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, either Party shall bear the expenses including, but not limited to, the remaining Party's reasonable attorney fees and expenses, incurred by the other Party in enforcing this indemnity.

ARTICLE VII – INSURANCE

A. General. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements

are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements:

1. Workers' Compensation & Employers Liability: Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

2. Commercial General Liability: Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

3. Business Automobile Liability (Where applicable): Insurance with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional Liability (Errors & Omission): As professional services are required under the contract, Contractor shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than $2,000,000 per occurrence or claim / $4,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

C. General Provision and Requirements:

1. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

2. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

D. Certificates of Insurance Additional Insured Status:

1. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

2. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (User Department Mailing Address), with a copy forwarded to 1300 Perdido Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.

3. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors' liability shall be covered by the Contractor.

4. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability.

E. General Requirements:

1. Primary Coverage - For any claims, liability, demands and/or suits related to this contract or Contractor's performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors' insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

2. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

3. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

4. Claims Made Policies (If applicable) - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

5. Waiver of Subrogation - The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

6. Notice of Cancellation - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

7. Acceptability of Insurers - Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

8. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

10. Notice - The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

F. Miscellaneous:

1. Without notice from the City, the Contractor will substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

G. Special Risks or Circumstances:

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on any change in the scope of work/contractor obligations, nature of the risk, insurer coverage, and/or other circumstances.

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of Board according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If Board fails to perform according to the Agreement, the City will notify Board. If there is a continued lack of performance after notification, the City may declare Board in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII: RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

A. Retention. The SWBNO agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the SWBNO's profession for a period of three (3) years after the termination of this Agreement, or such longer period of time required by the FP&C CEA. All accounting records shall be maintained in accordance with generally accepted principles and practices.

B. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, the SWBNO shall make all data, records, reports, and all other materials relating to this Agreement available to the City for examination and copying.

C. Ownership. All data collected and all products of work prepared, created, or modified by the SWBNO in the performance of this Agreement, including, without limitation, any and all plans, notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, and any related intellectual property, but excluding the SWBNO's personnel and administrative records and any proprietary tools, systems, and information used by the SWBNO to perform the services under this Agreement (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the SWBNO's consent and for no additional consideration to the SWBNO.

ARTICLE XI - INDEPENDENT ENTITY

A. Independent Entity Status. The SWBNO is an independent Entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the SWBNO, as an independent Entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the SWBNO will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The SWBNO, as an independent Entity, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the SWBNO nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (**a**) the SWBNO has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (**b**) the services to be performed by the SWBNO are outside the normal course and scope of the City's usual business; and (**c**) the SWBNO has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The SWBNO, as an independent Entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or social security for any services rendered to the City under this Agreement.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the SWBNO (**1**) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (**2**) where applicable, will take affirmative action to ensure that the SWBNO's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the SWBNO will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (**1**) any employee of the City working with the SWBNO in any of SWBNO's operations within Orleans Parish or (**2**) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the SWBNO. The SWBNO agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of

1990.

C. Incorporation into Subcontracts. The SWBNO will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the SWBNO fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIII - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the SWBNO stating: (**1**) an event triggering this Article has occurred; (**2**) the anticipated effect of the Force Majeure event on performance; and (**3**) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the SWBNO must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SWBNO and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. **To the City:**

Deputy CAO
Office of Sustainability
City of New Orleans
1300 Perdido Street,
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. **To the SWBNO:**

Randy E. Hayman, Esq.
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Special Counsel
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of SWBNO's interest in it are not assignable or transferable without a validly executed written amendment. This Agreement shall inure to and be binding upon the Parties and their respective successors and permitted assigns.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the SWBNO on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants", to the maximum extent permitted by law, the SWBNO shall reimburse the City or disgorge anything of value or economic benefit received from the City if the SWBNO fails to meet its contractual obligations.

G. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

H. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – FP&C Notice of Project Funding; Exhibit B – Project Application; and Exhibit C – FP&C CEA.

I. Jurisdiction. The SWBNO consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the SWBNO.

J. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. Non-Solicitation Statement. The SWBNO has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The SWBNO has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

N. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "C"; this Agreement; Exhibit "A"; and Exhibit "B."

P. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the SWBNO, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the SWBNO pursuant to this Agreement without regard to the SWBNO's otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. Subcontractor Reporting. The SWBNO will provide a list of all natural or artificial persons who are retained by the SWBNO at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the SWBNO's work for the City. For any subcontractor proposed to be retained by the SWBNO to perform work on the Agreement with the City, the SWBNO must provide notice to the City within 30 days of retaining that subcontractor. If the SWBNO fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the SWBNO, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, insurance, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XVI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the SWBNO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ **of** _____**, 2026.**

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
RANDY E. HAYMAN, ESQ., EXECUTIVE DIRECTOR

[EXHIBITS "A" – "C" ARE CONTAINED ON THE NEXT PAGES]

EXHIBIT A

FP&C NOTICE OF PROJECT FUNDING

FUNDING SUMMARY

THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date:_____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	$750,000	$8,250,000		$9,000,000
TOTAL			$750,000	$8,250,000	$3,000,000	$12,000,000
		FPC ADMIN.	$33,750	$41,250		

Federal Tax Identification for Entity: 72-6000969

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is $10,000,000.00 per the 2022-23 Capital Outlay Request.

EXHIBIT B

PROJECT APPLICATION

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Project — Page 1

Title: Monticello Canal Culverts at Airline Highway

Location: Hollygrove Neighborhood

State IDs

- [ ] Emergency Project
- [x] Current Project Requirements
- [ ] Anticipated Program Needs

Priority

Local/Agency	17	of	22
Department	0	of	0
Management Board	0	of	0

Applicant

Agency: ML3 NEW ORLEANS
Schedule: 50-ML3
Parish: ORLEANS
Department: 50 MISC-NONSTAT
Senate District: 9
House District: 23
Site Code:

Local/Agency

User	City of New Orleans
Contact	Kyle D. Homan
Phone Number	504-658-8677
Fax	504-658-8652
E-Mail	kdhoman@nola.gov

Address: Project Delivery Unit, 1300 Perdido Street, Room 6E12, City Hall
City/State/Zip: New Orleans LA 70112-2125

Department

User
Contact
Phone Number

Management Board

User
Contact
Phone Number

Cost Estimates

	Local/Agency	Department	Management Board	FPC
Land/Building Acq.	0	0	0	0
Planning 10%	1,000,000	0	0	0
Construction	10,000,000	0	0	0
Hazardous Materials	0	0	0	0
Subtotal	11,000,000	0	0	0
Misc./Contingency	1,000,000	0	0	0
Equipment	0	0	0	0
Total	12,000,000	0	0	0

Time Estimates

Planning (months)	6	0	0	0
Construction (months)	12	0	0	0

If planning has begun, when will it be completed?

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50-ML3 - Monticello Canal Culverts at Airline Highway

Prior Funding

Page 2

FPC Project No. Assigned to Prior Funding: 50-ML3-22-03

Sub-project No.:

Authorized Means of Financing	Amount	Year	Act#	Priority		
GO Bonds	750,000	2025	2	1	Bond ☑	Credit ☐
GO Bonds	8,250,000	2025	2	5	Bond ☐	Credit ☑
	0	0		0	Bond ☐	Credit ☐
	0	0		0	Bond ☐	Credit ☐
	0	0		0	Bond ☐	Credit ☐
Total	$9,000,000					

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	750,000	4,500,000	3,750,000	0	0	$9,000,000
IAT	0	0	0	0	0	$0
*Local Funds	250,000	1,500,000	1,250,000	0	0	$3,000,000
*Reimbursement Bonds	0	0	0	0	0	$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	$0
*Revenue Bonds	0	0	0	0	0	$0
**Statutory Dedications	0	0	0	0	0	$0
Federal Funds	0	0	0	0	0	$0
Total	$1,000,000	$6,000,000	$5,000,000	$0	$0	$12,000,000

*Describe specific source of funds: City of New Orleans Major Street Bond Funds

**Type of Statutory Dedication:

What fiscal year (FY) was the project or program first submitted for consideration? 2011

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name: Kyle D. Homan Title: Project Delivery Unit Date: 10/31/2025

Comments

This project, now under the control of the Sewerage and Water Board of New Orleans (SWBNO), constitutes the widening of drainage culverts in the Monticello Canal in order to mitigate flooding. Flooding is one of the greatest threats to New Orleans and is addressed in many city- and community-level plans. The Orleans Parish Hazard Mitigation Plan cites the flat topography and the low elevation of the land. Additionally, the levee system prevents rainwater from draining naturally; hence, the City relies on an elaborate pumping system for drainage. The Hollygrove neighborhood relies on the Pritchard Street and Oleander Street pumping stations for the removal of storm water, which is then pumped into the Monticello Canal. The maximum capacity for the City's pumping system is one inch during the first hour of rainfall and half of one inch for every hour thereafter, assuming that all drain catches are clear of debris. A heavy rainstorm can overload the pumping capacity. Storm water in the Monticello Canal becomes constricted at Airline Highway and the Monticello Canal and at the railroad trestle bridge and the Monticello Canal. During normal conditions, water easily flows through the culverts. However, during heavy rain events the water in the canal rises, backs up and sometimes overflows the Orleans Parish side floodwall. This project would address the need to increase the flow of water through the Monticello Canal by widening the culverts at Airline Highway and the trestle bridge. Increasing the size of the culverts under Airline Highway and at the railroad crossing would increase the amount of water that can flow under Airline Highway and the speed at which water can enter the 17th Street Canal from the Monticello Canal, thus mitigating the chances of flooding for Orleans Parish. Alternatively, potentially raising the levee on the Orleans side of the Monticello Canal could provide similar benefits. However, planning efforts would have to determine which option would be more beneficial or if there would be any unintended consequences of either plan of action to remediate flooding in the Hollygrove neighborhood.

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NEW ORLEANS

CAPITAL OUTLAY REQUEST
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http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Demonstration of Need

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Title	Monticello Canal Culverts at Airline Highway
Description	The nearby Hollygrove neighborhood is experiencing local flooding at times of heavy rain. This widens existing culverts at Airline Highway and nearby trestle bridge to improve drainage and mitigate flood risk.
Location	Hollygrove Neighborhood
Project Type	Drainage
Facility Type	Misc
Program / Service Desc.	Widening of drainage culverts
Present Empl.	0
Future Empl.	0
Citizens Served	0
Daily Users	0
Describe the long range strategic plan (5-Yr) for the program	Improve drainage for the Hollygrove neighborhood to prevent flooding by widening drainage culverts at Airline Highway and the nearby trestle bridge.

Purpose (Check all that apply)

- [x] Expand Existing Pgm
- [ ] Relocate Existing Pgm
- [ ] Add New Pgm
- [ ] Attract Business
- [x] Other: Mitigate flood risk
- [ ] Changes in Mission
- [x] Changes in Existing
- [ ] Changes in Population
- [ ] Generate Employment
- [ ] Address Actual
- [x] Changes in Standards
- [ ] Promote Economic Dev
- [ ] Address Code Violations

Applicable Guidelines / Standards

Publications, regulatory agencies' guidelines for the program: New Orleans Sewerage & Water Board standards in conjunction with US Army Corps SE Louisiana Flood Control program.

Minimum or mandatory requirements for above-listed program:

What alternatives were considered? (check all that apply)

- [x] Maintaining Status Quo
- [ ] Use Existing Space
- [ ] New Space
- [ ] Less Space
- [ ] Renovations of Existing Space
- [ ] Expansions of Similar Program Elsewhere

How was the best option determined (Studies, Etc.)? Consultation with Orleans Parish Sewerage and Water Board.

Were feasibility studies or needs assessment reports prepared other than this application? ☐ Yes

Preparer's Name: Phone:

List socioeconomic and environmental affects of project

Improved drainage will reduce flood risk for area, thus increasing security for residents and businesses.

Identify and describe other similar facilities in your area and evaluate their capabilities to meet needs

Numerous other canals and culverts existin in Orleans Parish, several of which have recently undergone extensive renovations to improve drainage.

Request Endorsed By: Senator ☑ Rep. ☑ Endorser's Name: Henry Mena

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CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Facility Requirements

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Prepared By SWBNO Date Prepared 10/31/2025

Space Requirements: ☐ New Space ☐ Existing Space ☑ No Space

Type of Space	Number of Occupants	Type of Occupants	NA/Per	Net Area
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0

Total Net Area 0 × Burden Factor 1.00 = Total Gross Area 0 Total Net Area Burden Area 0

Employees 0 Contract Employees 0 Temporary Employees 0
Visitors / Clients 0 Students / Assistants 0 Others 0

Describe additional program requirements (parking, Utilities Tie-In, Location, Shipping / Receiving, Public Access, Site Amenities).

The drainage canal does not constitute a facility and, therefore, will not have an estimated occupancy rate. Cost is based on preliminary Orleans Parish Sewerage and Water Board estimates.

What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?

The existing drainage culverts will be widened to allow for increased drainage.

Renovation / Addition

Describe the condition of the building and previous renovations

The area currently is experiencing local flooding during heavy rainfall periods.

Describe the extent of the proposed renovation / addition

The project would widen the drainage culverts beneath Airline Highway and the nearby trestle bridge to ensure adequate drainage capacity.

Describe the location of occupants during renovation and required funding

What amount of the construction budget addresses modifications required to meet the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)"? N/A

Hazardous Materials

What hazardous materials are addressed in the construction budget?
☐ Underground Storage Tanks ☐ PCB's ☐ Lead Paint ☐ Asbestos Other N/A
Enter the date if site has been surveyed for underground storage tanks.
Provide contact information if the facility's asbestos management plan was consulted for abatement requirements.
Contact Name Phone

Roof

What is the current age, condition, and type of the existing roof and anticipated date of replacements?
Age of Roof (yrs) 0 Condition
Replacement Date Type N/A
Describe roof penetrations, equipment, etc.

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50-ML3 - Monticello Canal Culverts at Airline Highway

Construction Cost (cont.)

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Source of Data: SWBNO

Date Prepared: 10/31/2025

List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).

Drainage enhancement project. Widen existing culverts by demolishing existing facilities, mitigating conditions to prevent flooding while project is under construction and the construction of new and wider culverts.

Cost of Construction Calculation (Provide COST/S.F. for Roofing Projects)

Type of Space	Net Area	Cost/S.F.	Area Cost
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Burden Area	0	0	0
Total / Average / Total	0	0	0

Additional Line Item Expenses (Parking, Utility Tie-In, Security System, etc.)

Item	Quantity	Unit Cost	Total
Demolition of existing culvert	1	2,500,000	2,500,000
Mitigation costs during constr	1	1,000,000	1,000,000
Construction - forming-reinfor	1	2,700,000	2,700,000
Construction - Concrete	1	3,800,000	3,800,000
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Subtotal of Additional Line Item Expenses			10,000,000

Total Construction Cost 10,000,000

Equipment Costs

Item	Item Costs
	0
	0
	0
	0
	0
Total Equipment Costs	0

Check this box if this program is for renovation or relocation of an existing program and the use of existing equipment discontinued. ☐

If so, explain? Joint drainage project with Jefferson Parish to reduce area flooding.

If this project is a current year request, attach an itemized breakdown with unit costs and an estimated useful life of the equipment with final submission to Facility Planning.

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CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Operation Budget (Expenditures)

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	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	0	0
Other Compensation	0	0
Related Benefits	0	0
Travel	0	0
Operating Services	0	0
Supplies	0	0
Professional Services	0	0
Other Services	0	0
Debt Services	0	0
Interagency Funds	0	0
Acquisitions	0	0
Major Repairs	0	0
Unallocated	0	0
Total Expenditures	0	0
Total Positions	0	0

Operation Budget (Financing)

State General Fund (Direct)	0	0
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	0	0
Statutory Dedications	0	0
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	0	0

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0

Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	0	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	633,800,814	652,078,533	887,673,921	814,423,211	678,414,281
Statutory Dedications	0	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	633,800,814	652,078,533	887,673,921	814,423,211	678,414,281

Comments

NOTE: Year 5 is FY 2025. Also, this is a drainage project. There are no regular operating expenses associated with project except for sporadic unscheduled maintenance.

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST
FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire — Page 8

1) What was your budget for capital improvements for the last 3 years?

Current Year 466,814,118 Last Year 138,636,519 2 Years Ago 300,200,000

2) What was your undesignated/unreserved general fund balance for the last 3 years?

Current Year 59,795,000 Last Year 186,429,000 2 Years Ago 245,099,000

3) What was your designated/reserved general fund balance for the last 3 years?

Current Year 145,854,000 Last Year 140,338,000 2 Years Ago 158,180,000

4) What is your ad valorem tax capacity?

Millage Authorized 121 Millage Levied 121 (mills)
When did you last have an election to renew or increase millage? 12/5/2020
Did the electors approve or reject the millage renewal or increase? ☐ approve ☑ reject
How much was requested? 5 (mills)

5) What is your local sales tax?

Percent Authorized 6 Percent Levied 5
When did you last have an election to renew or increase the percent? 1/1/1992
Did the electors approve or reject the percent renewal or increase? ☐ approve ☑ reject
How much was requested? 1 (percentage)

6) Have you had an election to obtain voter approval for a bond issue for this or other projects? ☐ yes ☑ no

Did the electors approve or reject the issue? ☐ approve ☑ reject
Do you plan to have an election to obtain voter approval for a bond issue for this or other projects?
☐ yes ☑ no

7) Is this project for which you are requesting state funding the type for which revenue will be generated?
☐ yes ☑ no
(i.e. parking fees; water; sewer or other utility fees; etc.)
If so, please describe the source and projected amount of the revenue.

Source 1	Vendor rent	Amount	0
Source 2	Parking	Amount	0
Source 3	N/A	Amount	0

8) How much do you receive from the Parish Transportation Fund?

Current Year	3,763,306
Last Year	4,780,948
2 Years Ago	4,489,323

9) Have you been approved for or received funding from any other state program for this project? ☐ yes ☑ no

If so, how much and from what source?

Source 1 Agency/Program		Source 2 Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	
Source 3 Agency/Program		Source 4 Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	

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FISCAL YEAR 2026 - 2027

http://www.state.la.us/ecorts/

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire (cont) — Page 9

10) Have you been approved for or received funding from any federal program for this project? ☐ yes ☑ no

If so, how much and from what source?

	Source 1	Source 2	Source 3	Source 4
Agency/Program				
Current Year	0	0	0	0
Last Year	0	0	0	0
2 Years Ago	0	0	0	0
Status				

11) Have you been approved for or received funding from any private source for this project? ☐ yes ☑ no

If so, how much and from what source?

	Source 1	Source 2	Source 3	Source 4
Agency/Program				
Current Year	0	0	0	0
Last Year	0	0	0	0
2 Years Ago	0	0	0	0
Status				

12) If not a local government entity, describe the legal status of your entity.

The above information is certified by:

Name:	Kyle D. Homan
Title:	Project Delivery Unit Director
Contact Person:	Patrick Judge
Date:	10/31/2025
Phone Number:	504-658-8677

EXHIBIT C

FP&C CEA

New v1.0

SRM Cont # 4400027124

SRM PO #

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NEW ORLEANS
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, ASSISTANT COMMISSIONER, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF NEW ORLEANS** (Entity), a political subdivision of the State, herein represented by **LATOYA CANTRELL, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 **WHEREAS**, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 **WHEREAS**, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 **WHEREAS, if applicable**, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 **WHEREAS**, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 **WHEREAS**, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV
USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V
ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI
PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII
COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars ($100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (ex contracts, ex delicto, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an as-needed basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of $500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, 2M, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 . FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 19th day of April, 2023,
at Baton Rouge, Louisiana.

WITNESSES:

FP&C Witness #1 Sign Here

FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: _____
Mark A. Moses
Assistant Commissioner
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 4th day of April, 2023,
at New Orleans, Louisiana.

WITNESSES:

Entity Witness #1 Signature

Gloria Smith
Entity Witness #1 Printed Name

Entity Witness #2 Signature

Louisa Rayos
Entity Witness #2 Printed Name

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL
MAYOR

AND LEGALITY APPROVED:

FUNDING SUMMARY

THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date:_____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	$750,000	$8,250,000		$9,000,000
TOTAL			$750,000	$8,250,000	$3,000,000	$12,000,000
		FPC ADMIN.	$33,750	$41,250		

Federal Tax Identification for Entity: 72-6002969

Notes:
1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is $10,000,000.00 per the 2023-24 Capital Outlay Request.

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Sustainability

Name of Contact Person: Meagan M. Williams

Telephone Number: 504-658-8420

Email Address: memwilliams@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

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

This ordinance will authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans (" S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) the provisions thereof as set forth more fully in the form attached hereto as Exhibit "1 " and made a part hereof; and otherwise to provide with respect thereto.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City and the Sewerage and Water Board of New Orleans.

The obligations, expectations, and deliverables of the parties involved:

Requirements as set by this CEA between the City and SWBNO.

Any fiscal implications for the City with the contract:

There is a No Fiscal Impact. The CEA governs the administration of the State Capital Outlay grant as the City is considered the grantee by the State but SWBNO is executing the project.

The public purpose and need for the contract:

This CEA is has no term and thus needs an authorization ordinance. This CEA allows for the acceptance of any State Capital Outlay funds. (BRASS #8703)

The duration of the contract:

The duration of the project through closeout.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

MOTION

(LYING OVER)

NO. M-26-44

CITY HALL: January 27, 2026

BY: COUNCILMEMBERS HARRIS, WILLARD, MORRELL, MCCARRON AND KING

WHEREAS, at its meeting on October 29, 2025, the Civil Service Commission adopted the following amendment(s) to the Classified Pay Plan (Chief Administrative Office).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval the following amendment(s) to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of October 29, 2025, as outlined below:

New Classification

Class Code	**New Classification**	Grade/Step Hiring Rate	FLSA Status
C7090	Centralized Adjudication Bureau Administrator	103/23 $116,110	Exempt

At the request of the Chief Administrative Office, the Civil Service Commission approved the new classification of Centralized Adjudication Bureau Administrator. Work includes overseeing administrative hearings for the Departments of Safety and Permits, Code Enforcement, Vieux Carre Commission, Historic District Landmarks Commission, Public Works, Police, Sanitation, Health and Fire. Work also includes supervising and creating policies for the bureau office staff and instructing authorized personnel in the procedures and guidelines as they apply to performing administrative hearings; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment(s) to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment(s) to the

Classified Pay Plan is approved to be effective February 1, 2026.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-26-242

CITY HALL: June 18, 2026

BY: COUNCILMEMBER HARRIS

SECONDED BY:

WHEREAS, at its meeting on May 21, 2026, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Fire).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of May 21, 2026, as outlined below:

New Classifications:

Class Code	**New Classification**	Grade/Step Hiring Rate
C7260	Firefighter (Transitional Duty)	57/40 $45,734
C7261	Fire Apparatus Operator (Transitional Duty)	61/40 $50,513
C7262	Fire Captain (Transitional Duty)	67/40 $58,633

At the request of the Fire Department, the Commission approved the creation of the aforementioned Fire Transitional Duty classifications. It is the intent of these positions to provide medically restricted fire service employees the opportunity to remain gainfully employed while recovering from an on-duty or non-duty injury or medical condition. Assignments are structured to comply with physician-imposed restrictions and do not involve emergency response or fire suppression duties; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan are approved to be effective June 21, 2026.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-26-272

CITY HALL: July 9, 2026

BY: COUNCILMEMBER MCCARRON

SECONDED BY:

A MOTION directing the City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance, to implement, with the certain modifications, the Commission's recommendations of as reported in its *Cannabis, Tobacco, and Nicotine Study*.

WHEREAS, on September 11, 2025, the City Council adopted Motion No. M-25-470, directing the City Planning Commission to conduct a public hearing and prepare a comprehensive study to identify the impacts of retail establishments that sell cannabis, tobacco and nicotine products and to provide recommendations regarding updated regulation of these uses, including, but not limited to, the definition of new uses, use standards, signage regulations, and density restrictions, as applicable; and

WHEREAS, the Council received the Commission's *Cannabis, Tobacco, and Nicotine Study* on May 9, 2026, and now desires to proceed with the implementation of the Commission's recommendations;

NOW, THEREFORE

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider amendments to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance ("CZO"), to implement changes to use permissions, use standards, and definitions as informed by the Commission's *Cannabis, Tobacco, and Nicotine Study* and as established in this motion.

BE IT FURTHER MOVED, That the City Planning Commission shall consider a use standards requirement prohibiting the operation of a marijuana retailer, tobacco retailer, or smoke shop within 750 feet of any operating school, childcare center, place of worship, public library, public park, or public recreational facility, and within residential and park districts.

BE IT FURTHER MOVED, That the City Planning Commission shall consider a use standards requirement prohibiting the operation of a marijuana retailer or smoke shop within 750 feet of another marijuana retailer or smoke shop.

BE IT FURTHER MOVED, That due to the already extensive and ongoing public engagement conducted for the *Cannabis, Tobacco, and Nicotine Study*, the Neighborhood Participation Plan requirement of the CZO is hereby waived, and the application fee in the amount of $1,500.00 is hereby waived.

BE IT FURTHER MOVED, That, in accordance with CZO Section 4.2.D.3.C, the Council finds that there is good cause to provide for a period of 120 days for the City Planning Commission to provide its recommendation given the extensive and complex nature of the changes contemplated and the intense public interest in the subject matter of the changes.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to ensure consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

RESOLUTION

NO. R-26-275

CITY HALL: July 9, 2026

BY: COUNCILMEMBERS MCCARRON, MORRELL, HARRIS AND GREEN

IN RE: RULEMAKING PROCEEDING TO ESTABLISH RULES FOR COMMUNITY SOLAR PROJECTS

DOCKET NO. UD-18-03

RESOLUTION AND ORDER DIRECTING ENTERGY NEW ORLEANS, LLC TO IMPLEMENT A CONSOLIDATED BILLING PROGRAM FOR THE COMMUNITY SOLAR PROGRAM

WHEREAS, pursuant to the Home Rule Charter of the City of New Orleans ("Charter"), the Council of the City of New Orleans ("Council") is the governmental body with the power of supervision, regulation and control over public utilities providing service within the City of New Orleans; and

WHEREAS, pursuant to its powers of supervision, regulation, and control over public utilities, the Council is responsible for fixing and changing rates and charges of public utilities and making all necessary rules and regulations governing the terms and conditions of service, and to govern applications for the fixing and changing of rates and charges for public utilities; and

WHEREAS, Entergy New Orleans, LLC ("ENO") is a public utility providing electric service to all of New Orleans; and

WHEREAS, to expand access to renewable energy resources for New Orleans, especially for those unable to install rooftop solar systems, the Council established rules for a community solar program ("Community Solar Rules") in Resolution R-19-111; and

WHEREAS, with extensive stakeholder participation, the Council has amended, clarified, and refined the Community Solar Rules through multiple resolutions, including R-19-390, R-22-

76, R-23-130, R-23-507, R-24-137, R-24-310, and R-24-571, to ensure that the program remains consistent with the public interest and protects non-participating ratepayers while avoiding undue financial harm or risk to the utility; and

WHEREAS, the Council has established certain guiding principles for the Community Solar Rules including:

1. The rules should be designed to allow customers to offset their own electric consumption, they should not be designed to allow customers to generate electricity for profit at the expense of their fellow ratepayers;

2. The rules should leave as much flexibility as possible for developers to design the community solar programs that they believe will be attractive to New Orleans citizens, consistent with the Council's responsibility to protect New Orleans citizens and to ensure the continued provision of safe, reliable, electric power to New Orleans at just and reasonable rates;

3. The rules should protect non-participating ratepayers from risks associated with the program. The risks borne by ratepayers participating in community solar projects should be limited to loss of funds that they commit to invest in a community solar project. All other risks (such as liability for accidental damage, risk of under subscription, etc.) should be borne by the developers; and

WHEREAS, consolidated billing is a service offered to electric customers whereby the customer is able to pay their subscription fee to a subscriber organization ("SO") through their electric bill. Under consolidated billing, the bill sent to the customer by the utility reflects both the credit the customer receives for the power put onto the grid by the SO and the customer's subscription fee, as well as the regular utility charges. The purpose of consolidated billing is to

simplify customer participation, improve program transparency, reduce administrative costs for SOs, and enable developers to obtain financing through predictable revenue collection; and

WHEREAS, "Net Crediting Consolidated Billing" refers to the process by which the utility calculates allocated and net credits on a monthly basis for each subscriber, renders the net credit on the electric bill of the subscriber, and renders payment to the SO for its share of each allocated credit less the utility administrative fee. Under the Net Crediting Consolidated Billing option, a "Guaranteed Savings Rate" is the percentage of the total allocated Credit that will be used to calculate the monthly net credit for each subscriber and applied to their monthly electric bill; and

WHEREAS, the issue of implementing consolidated billing in the context of the Community Solar Rules in New Orleans was raised at the Council more than three years ago and the Council has provided numerous opportunities for the parties to participate and express their respective positions in support of, or in opposition to, consolidated billing; and

WHEREAS, many parties, including ENO, participated in the Council's procedural process by filing comments and reply comments on at least ten separate occasions, exchanging information through discovery, filing sworn testimony and post-testimony briefs, and participating in a Council-established technical conference for the purpose of gathering input from the parties on the issue of consolidated billing; and

WHEREAS, consolidated billing can be structured to protect non-participating electric customers from rate impacts associated with implementation and shield the utility from undue financial harm and risk; and

WHEREAS, with the appropriate protections and safeguards in place, consolidated billing can provide benefits to electric customers and can be adopted in a manner that is in the public interest; and

WHEREAS, in Resolution No. R-24-310, the Council directed ENO to submit a proposal for implementing a consolidated billing program for community solar generating facilities ("CSG Facilities"), allowing subscribers to receive bill credits and pay subscription fees through a single ENO bill; and

WHEREAS, after multiple procedural deadline extensions and stakeholder comments, on October 24, 2025, the utility advisors to the Council ("Advisors") filed their Advisors' report regarding consolidated billing ("Advisors' Report") recommending a net crediting consolidated billing structure and providing a redline of the changes the Advisors recommended the Council make to the Community Solar Rules if the Council decided to adopt net crediting consolidated billing; and

WHEREAS, the Advisors noted that consolidated billing could be adopted in a manner that is consistent with the public interest and implemented in accordance with decades of legally established Council utility regulatory practice and applicable law when properly structured; and

WHEREAS, on November 25, 2025, after receiving numerous rounds of written comments spanning several years on whether consolidated billing should be adopted, ENO filed a *Motion and Incorporated Memorandum to Amend the Procedural Schedule and Request an Evidentiary Hearing Regarding Consolidated Billing* seeking an opportunity to "create an evidentiary record and have a full evidentiary hearing such that the Council can determine the public interest and other threshold issues"[1]; and

[1] ENO motion at 25.

WHEREAS, Together New Orleans ("TNO") filed an opposition to ENO's motion on behalf of several other intervenors arguing that ENO had already "been afforded ample procedural opportunity through a transparent, multi-year rulemaking process" which included discovery, a technical conference, multiple rounds of written filings and a comprehensive Advisors' Report[2]; and

WHEREAS, although the Hearing Officer was not entirely convinced that ENO was due any additional process, in an abundance of caution, some additional evidentiary process was provided to satisfy ENO's due process concerns; and

WHEREAS, the additional evidentiary process included opportunities for the parties and the Advisors to conduct further discovery, file written, sworn testimony, and submit post-testimony briefs and reply briefs; and

WHEREAS, in the additional evidentiary process, ENO witnesses argued that implementing consolidated billing for the New Orleans community solar program would not serve the public interest.[3] Several drawbacks to consolidated billing for community solar identified by ENO and Air Products included (1) the risk of increased costs being imposed on non-participating customers of the utility;[4] (2) ENO's billing system cannot accommodate consolidated billing and must be updated;[5] (3) implementing consolidated billing without a clear cost estimate exposes customers to an open-ended financial burden because ratepayers would be expected to subsidize system development and ongoing billing operations for non-utility commercial activity without evidence that the benefits outweigh the costs;[6] (4) additional burdens would be imposed on ENO's

[2] TNO response at 1.
[3] Harcus Affidavit at 3.
[4] Brubaker Testimony at 2.
[5] Lejeune Affidavit at 2; Harcus Affidavit at 3, Wemple Direct Testimony at 12:4-13.
[6] Harcus Affidavit at 4.

call centers which would receive the bulk of customer inquiries about community solar but would not be prepared to explain the basis for reduced credits;[7] and (5) that consolidated billing may impact other areas of customer care such as budget billing and rules for shut-off for non-payment;[8] and

WHEREAS, Witness Arreola-Lennox, on behalf of TNO, Alliance for Affordable Energy ("AAE") and SunConnect, argued that many of the potential drawbacks of community solar identified by ENO apply to other forms of consolidated billing, rather than consolidated billing with net crediting;[9] and

WHEREAS, with respect to Net Crediting Consolidated Billing, Witness Arreola-Lennox listed the following benefits, as compared with dual billing: (1) clear, predictable, and reliable customer savings reflected directly on the utility bill; (2) strong customer protection through guaranteed savings; (3) reduced billing confusion and a decrease in customer complaints compared to dual billing; (4) lower utility receivables and reduced collections risks; and (5) greater revenue certainty for projects, supporting long-term market stability and investment attractiveness;[10] and

WHEREAS, the Advisors asserted that properly designed consolidated billing for community solar with net crediting and guaranteed savings could be adopted and largely avoid the potentially negative aspects of consolidated billing; and

WHEREAS, the Advisors' proposed modifications to the Community Solar Rules include features, such as a net crediting structure with guaranteed savings and a utility administrative fee, that would substantially mitigate the concerns raised by parties opposed to consolidated billing; and

[7] Wemple Direct Testimony at 12:15-20.
[8] Wemple Direct Testimony at 13:1-2.
[9] Arreola-Lennox Testimony at 5:6-8.
[10] Arreola-Lennox Testimony at 5:11-19.

WHEREAS, the Advisors' proposed utility administrative fee shall be recovered from the SOs and includes the costs of consolidated billing and other incremental community solar costs; and

WHEREAS, in the event the Council were to adopt consolidated billing, the Advisors recommended a Net Crediting Consolidated Billing structure designed to: (1) streamline customer billing; (2) promote transparency and participation; (3) allow for developer financing; (4) protect non-participating ratepayers, and (5) shield ENO from any undue financial harm and risk; and

WHEREAS, the Advisors further recommended a net crediting model that would (1) ensure subscribers who participate in consolidated billing receive a minimum guaranteed savings; (2) permit ENO to recover the implementation and billing costs of consolidated billing and other incremental community solar costs through an utility administrative fee initially set at three percent (3%); (3) maintain existing customer eligibility and crediting lag provisions, and (4) require that ENO adjust remittances to SOs in the event a Subscriber fails to pay their electric utility bill in full, thereby protecting non-participating customers from financial exposure; and

WHEREAS, the Advisors also submitted proposed changes to the Community Solar Rules that would incorporate such features and protections as part of Advisors' Witness Victor Prep's Direct Testimony; and

WHEREAS, the Council finds that the Advisors' recommended framework, more fully described in the Advisors' Report and Mr. Prep's Testimony, represents a balanced, reasonable, and financeable approach to consolidated billing that aligns with the Council's objective to ensure safe, reliable, and affordable electric service for all customers; and

WHEREAS, the Council also agrees that the Advisors' recommended framework balances the objectives of customer protection, market development, and cost neutrality to ratepayers. In

particular, the Council concurs that any risks to ENO and ENO's non-participating customers associated with the adoption of consolidated billing can be mitigated through the cost allocation requirements and other protections already in place under the Community Solar Rules and the other measures recommended by the Advisors, while still allowing the SOs and Subscribers to obtain the benefits of consolidated billing; and

WHEREAS, after closely evaluating and considering the evidentiary record developed in this proceeding, the Council finds that the positive benefits of Net Crediting Consolidated Billing outweigh the concerns raised by the parties opposed to consolidated billing and the adoption of Net Crediting Consolidated Billing is therefore in the public interest; and

WHEREAS, considering the Advisors and other parties, including ENO, fully participated without objection in the additional evidentiary process established by the Hearing Officer, the Council finds that ENO's due process claims are moot; and

WHEREAS, the Council has also considered other legal claims made by ENO in this docket, including alleged violations of ENO's property rights, assertions of infringement on ENO's franchise rights, and contentions that consolidated billing is not in the public interest; and

WHEREAS, ENO alleged that its property interests would be adversely affected by the Council's consideration and potential adoption of consolidated billing and further claimed that a full evidentiary hearing was required to properly consider whether consolidated billing should be adopted; and

WHEREAS, the Advisors responded that ENO had not articulated how its property rights would be affected by the Council's consideration of consolidated billing and even if ENO's property rights had been impacted (which they had not), ENO had numerous opportunities,

including an extended evidentiary process established by the Hearing Officer to provide information and sworn testimony to assist the Council with its decision; and

WHEREAS, the Council rejects ENO's property interest argument as unsupported since ENO's property was unaffected by the Council's deliberation and its decision in this resolution to require ENO to implement consolidated billing as part of the approved community solar program; and

WHEREAS, ENO also asserted that Intervenors in this docket indicated that they intended to market and sell generation services directly to ENO's existing customers in a manner that could be characterized as competition with ENO's electric service; and

WHEREAS, the Advisors contended that the existing Community Solar Rules reinforce the prohibition against the sale of electricity by the CSG Facility to anyone other than ENO; and

WHEREAS, several Intervenors argued that ENO's franchise rights are not threatened by consolidated billing, and further acknowledged that consolidated billing does not make SOs utilities, nor does it authorize them to sell electric distribution service; and

WHEREAS, after considering the parties' arguments, the Council finds that the existing Community Solar Rules and a carefully designed consolidated billing program would not permit competition in retail electric service or violate ENO's franchise rights; and

WHEREAS, the Council finds that ENO's arguments concerning due process, property rights, franchise rights, and public interest concerns are not substantiated and the Council has full legal authority to require consolidated billing as a matter of utility regulation and as a result of the extensive proceedings in this docket. The Council has reviewed the arguments of ENO, the parties, and the Advisors regarding these issues and concludes that the implementation of consolidated

billing as part of the community solar program is in the public interest and shall be adopted consistent with the Advisors' proposed changes to the existing community solar rules; and

WHEREAS, in a June 10, 2025, filing, ENO stated that consolidated billing could be implemented within an eight (8) month period, which the other parties largely agreed would be reasonable; and

WHEREAS, in subsequent comments, reply comments, and witness testimony, ENO asserted, with very little explanation, that they should be allowed fourteen (14) months to implement consolidated billing, to which many other parties objected; and

WHEREAS, the Council finds that, without additional explanation to justify a longer timeframe, an eight (8) month implementation timeline is reasonable; and

WHEREAS, the Council notes that several proposals made by the parties fell outside of the Council's instruction that in this phase of the community solar proceedings, the Council would only consider arguments related to the adoption of consolidated billing. The Council concurs with the Advisors' assessments of such proposals and will not address those proposals that are beyond the scope of this proceeding; and

WHEREAS, based upon the record in these proceedings, it is the Council's intent to adopt a consolidated billing program using the Advisors' proposed billing program recommendations, and to direct ENO to implement the necessary technical and administrative systems within a defined timeframe, subject to Council review and oversight; **NOW THEREFORE**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS:

That the Council **ADOPTS**, as in the public interest**,** Net Crediting Consolidated Billing for the community solar program, to be administered by ENO, in accordance with the directions set forth

herein and the recommendations detailed in the Advisors' Report. The Council further directs that the program shall include the following features:

1. Cost recovery mechanisms required under the existing Community Solar Rules where ENO (i) recovers the costs of administering the community solar program pursuant to Community Solar Rules Section VII.G. (1) and (2), (ii) recovers the costs of crediting subscribers for the power through the fuel adjustment charge ("FAC") in compliance with the FAC tariff, and (iii) recovers the incremental costs of community solar, including implementing and administering consolidated billing, from all SOs through a Council-approved charge (*i.e.* a utility administrative fee).
2. An option for SOs to participate in consolidated billing or to remain with dual billing, however all SOs, irrespective of which option it selects, must be subject to the Utility Administrative Fee to reflect the value of having the option available to them and to ensure full cost recovery from the SOs.
3. As an interim measure, a utility administrative fee of 3% to be collected by ENO for the first two years with any under collections to be put into a regulatory asset, with the fee to be reconsidered after the first two years when actual costs of implementation are known.
4. A minimum guaranteed savings rate of 10% for all customer classes, and allowing SOs to offer 10%, 15% or 20% Guaranteed Savings.
5. No change to the current Community Solar Rules customer eligibility requirements (*i.e.* any customer in any customer class with an active account with the utility is eligible to be a Subscriber).
6. No change to the current Community Solar Rules requirement that the utility post credits to customer bills on a two-month lag.

7. To prevent the risk of unpaid bills being shifted to non-participating ratepayers, ENO shall be required to adjust remittances to SOs in the event a subscriber fails to pay their electric utility bill in full.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council **ADOPTS** the proposed changes to the Community Solar Rules recommended in VMP-4 attached to the Direct Testimony of Victor Prep and attached hereto in redline form as Attachment A to this Resolution and in clean form as Attachment B.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That

1. ENO is directed to file within sixty (60) days of the adoption of this resolution a detailed cost estimate to implement the technology and system upgrades required to implement the adopted consolidated billing program, including any estimated costs for additional staff required to support consolidated billing as part of the Community Solar Program.
2. ENO is directed to file within sixty (60) days of the adoption of this resolution, a Compliance Implementation Plan including:
    a. a detailed implementation timeline and milestones wherein ENO will implement consolidated billing no later than March 30, 2027. If ENO fails to implement consolidated billing by March 30, 2027, the Council, in its discretion, may require ENO to show cause as to why the deadline was not met and why appropriate penalties should not be assessed;
    b. a detailed plan for converting all participating customers to consolidated billing within ninety (90) days of implementation;
    c. tariff modifications necessary to establish consolidated billing;

d. a cost recovery proposal consistent with this resolution, including identifying specific ENO sub-accounts in which the costs will be recorded; and

e. an operational readiness assessment for billing and data systems.

3. Unless otherwise ordered by the Council, dual billing shall be completely phased out as a billing option no later than June 30, 2027.

4. ENO is directed to file monthly status reports, served on the service list in this docket, detailing progress on implementation, system performance, and community solar program customer participation rates.

5. After two years of program operation, ENO is directed to file an Evaluation Report analyzing (a) total program participation; (b) administrative costs and revenues collected under the administrative fee; (c) verified customer savings; and (d) any operational challenges for billing disputes encountered. Based upon this Evaluation Report the Council may adjust the administrative fee, modify crediting structures, or order additional safeguards as necessary to protect ratepayers and ensure continued success of the Community Solar Program.

This resolution shall take effect immediately upon adoption by the Council. ENO shall begin program implementation in accordance with the deadlines established herein.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

ATTACHMENT A

REDLINE OF THE
COMMUNITY SOLAR RULES

COMMUNITY SOLAR RULES
For the
Council of the City of New Orleans

I. OVERVIEW

The purpose of the Community Solar Rules ("Rules") is to establish the City Council of New Orleans' rules, policies, and procedures for Community Solar Generating ("CSG") Facilities and the associated electric utility customer subscriptions in Orleans Parish, including: eligibility for participating in Community Solar Generating Facilities; developer, facility, and customer limits with respect to community solar; establishment of a bill crediting mechanism for participants; customer protection provisions; general interconnection requirements; safety and performance requirements; and contractual and reporting requirements. Further, these rules are intended to establish a clear and streamlined path to the development of Community Solar development in the City of New Orleans. The Council recognizes that these rules do not provide the only path to distributed generation development in the City of New Orleans. To the extent that the Utility or any other party has a proposed project or proposal that does not adhere to the requirements of these Rules, it may submit a proposal to the Council for review and approval. These Rules shall be cited as the "New Orleans Community Solar Rules." The Council may waive a provision of these Rules upon a showing of good cause.

II. DEFINITIONS

As used in these rules; the following words and phrases shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means a person who conducts business, including marketing or sales activities, or both, on behalf of a CSG Facility Subscriber Organization and includes an employee, a representative, an independent contractor, a subcontractor, a vendor and a representative not directly under contract with the Subscriber Organization that conducts business, including marketing or sales activities, on behalf of the Subscriber Organization.

"Allocated Credit" is the total monthly credit calculated for a Subscriber's pro rata portion of the monthly output of a CSG Facility.

"Application Queue" refers to the sequential list of CSG Facility projects for which a completed application has been accepted by the Utility.

"Baseline Annual Usage" refers to a Subscriber's accumulated electricity use in kilowatt-hours ("kWh") for the previous 12-month period at the time the subscription is entered into, as measured at the Utility's meter, net of any distributed generation provided by the Subscriber to the utility system at that meter. For a Subscriber that does not have a record of 12 months of electricity use at the time of the Subscriber's most recent Subscription, an estimate of the Subscriber's accumulated 12 months of electricity use in kWh, determined in a manner the Council approves.

"Consent" means an agreement with an action communicated by the following: a written document with Customer signature; or an electronic document with electronic signature.

"Construction Queue" refers to the sequential list of CSG Facility projects with a signed interconnection agreement.

"Contract Summary" means a summary of the material terms and conditions of a Community Solar Generating Facility Subscriber contract on a form provided by the Council.

"Council" refers to the Council of the City of New Orleans.

"Community Solar Generating Facility" or **"CSG Facility"** means a solar energy facility that:

(i) converts solar energy to electricity;

(ii) is owned by the Utility or any other for-profit or nonprofit entity or organization;

(iii) has a generating capacity/nameplate rating that does not exceed five megawatts ("MW") as measured by the alternating current rating of the system's inverter;

(iv) can provide power to or is connected to the Utility's distribution system;

(v) is located in the Utility's electric service territory;

(vi) is individually metered;

(vii) has at least three Subscribers;

(vii) sells the Output from the facility to the Utility and which the purchase of the Output from the facility shall take the form of a credit against the Subscriber's electric bill; and

(ix) the beneficial use and renewable attributes of the Output of the facility belongs to the Subscribers.

"Community Solar Program" means a program that encompasses the facilities, entities, functions and requirements implemented by these Rules.

"Customer" means a retail electric customer account holder of the Utility.

"Dual Billing" means the form of community solar billing wherein the Subscriber receives the Utility's bill showing both their Utility charges and their Allocated Credit, and the Subscriber also receives a separate bill from the Subscriber Organization for the cost of their Subscription. Under Dual Billing, the Subscriber Organization will receive a bill from the Utility for the Utility Administrative Fee.

"Guaranteed Savings Rate" means the percentage of the total Allocated Credit under the Net Crediting Consolidated Billing option that will be used to calculate the monthly Net Credit for each Subscriber and applied to their monthly electric bill. The Guaranteed Savings Rate shall be a minimum of 10% and maximum of 20% for all customer classes. Subscriber Organizations are allowed to offer either 10%, 15%, or 20% Guaranteed Savings Rates to Subscribers.

"CURO" means Council Utilities Regulatory Office.

"Low-Income Customer" means a Customer whose gross annual household income is at or below 60 percent of Area Median Income for the year of subscription or who is certified as eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below 60 percent of Area Median Income.

"Low-Income Subscriber" means a Subscriber who is a Low-Income Customer.

"Net Credit" is the portion of the Allocated Credit under the Net Crediting Consolidated Billing option that is calculated monthly by multiplying the Allocated Credit by the Guaranteed Savings rate for the Subscriber and applied to offset eligible charges on the Subscriber's monthly electric bill.

"Net Crediting Consolidated Billing" refers to the process by which the Utility calculates Allocated and Net Credits on a monthly basis for each Subscriber, renders the Net Credit on the electric bill of the Subscriber, and renders payment to the Subscriber Organization for its share of each Allocated Credit less the Utility Administrative Fee.

"NEM Rules" means the New Orleans Net Energy Metering Rules adopted by Council Resolution No. R-07-132.

"Output" means the energy and power produced by a CSG Facility.

"Person" refers to any individual, firm, partnership, corporation, company, association, cooperative association, joint stock association, joint venture, governmental entity, or other legal entity.

"Personally Identifiable Information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or capable of being linked to a specific individual.

"Renewable Energy Credit" or **"REC"** means a contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of electric energy generated from a renewable energy resource. One REC results from one MWh of electric energy generated from a renewable energy resource.

"Rules" means the Community Solar Rules established herein or as modified by subsequent action.

"Security Deposit" means any payment of money given to a Subscriber Organization by a Subscriber in order to protect the Subscriber Organization against nonpayment of future subscription fees, but does not include escrowed prepaid subscription fees.

"Service Connection" is the location on the CSG Facility's premises/facilities at which a point of delivery of power between the Utility and the CSG Facility is established.

"Subscriber" means a Customer of the Utility that holds a Subscription to one or more CSG Facilities and has identified one or more individual meters or accounts related to electric service to which the Subscription(s) shall be attributed.

"Subscriber Organization" means a person or legal entity that owns and operates a CSG Facility, or operates a CSG Facility that is built and owned by a third party under contract with such Subscriber Organization. A Subscriber Organization may also be a Subscriber to the facility, subject to the Limitations on Subscriptions set forth herein.

"Subscription" refers to that portion or proportionate interest of Output of a CSG Facility that is allocated to a Subscriber, including the RECs associated with or attributable to the CSG Facility.

"Subscription Fee" in the case of Dual Billing, means the fee set forth in a Subscriber Organization's contract with the Subscriber. In the case of Net Crediting Consolidated Billing, it means the portion of the Allocated Credit less the Net Credit, which should be accurately described in the contract between the Subscriber Organization and the Subscriber. In the case of Net Crediting Consolidated Billing, the Subscription Fee is the only fee a Subscriber may be charged for their Subscription other than a reasonable deposit as permitted under these Community Solar Rules.

"Unsubscribed Energy" refers to any energy Output of a CSG Facility in kWh that is not allocated to a Subscriber.

"Utility" refers to the utility providing electric service to customers in the City of New Orleans and regulated by the Council.

"Utility Administrative Fee" is a Council-approved charge to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. It includes the costs associated with providing the Subscriber Organizations with the option of Net Crediting Consolidated Billing. The Utility Administrative fee will be applied to all Subscriber Organizations as a percentage of each CSG facility's monthly sum of its Subscriber Allocated Credits. The Utility Administrative Fee and will be evaluated for revision on a twelve-month basis. Under the Net Crediting Consolidated Billing option, the Utility Administrative Fee will be deducted from the Subscriber Organization's portion of

the Allocated Credits. Under the Dual Billing option, the Utility Administrative fee will be billed separately to the Subscriber Organization.

"Waitlist" refers to the sequential list of CSG Facility projects that have submitted a completed application, but which cannot be placed in the Application Queue because either the Program Capacity Limits or the Category Limits have been exceeded.

III. CUSTOMER ELIGIBILITY

A. Customer Eligibility

(1) All customer rate classes are eligible to subscribe to a CSG Facility.

(2) A Customer may subscribe to a CSG Facility in the Utility's service territory, provided that the Customer has an account for electric service with the Utility.

(3) A Customer may subscribe to CSG Facility regardless of the Customer's participation in other Utility-sponsored renewable programs, such as NEM, provided that the Customer's participation does not violate, individually or collectively, the eligibility limits of all applicable programs and these Rules.

B. Limitations on Subscriptions

(1) A Customer may not hold Subscriptions representing a total amount of energy in the Community Solar Program that exceeds 100 percent of the value of the Subscriber's Baseline Annual Usage.

(2) A Customer may purchase multiple Subscriptions from one or more CSG Facilities provided that the total of the Subscriptions does not exceed the requirements in III.B.(1) of the Rules.

(3) No Customer may own more than a 40 percent interest in the beneficial use of the electricity generated by a CSG Facility, including without limitation, the renewable energy and RECs associated with or attributable to the CSG Facility.

IV. COMMUNITY SOLAR GENERATING FACILITY ELIGIBILITY

A. CSG Facility Eligibility

(1) A CSG Facility can be owned by the Utility or any other for-profit or nonprofit entity or organization.

(2) A Subscriber Organization that has registered with the Council, through CURO, that wishes to construct and operate a CSG Facility as part of the Community Solar Program shall submit an application to the Utility in accordance with the CSG Facility project application procedure established by the Utility as part of these Rules.

(3) A Subscriber Organization shall be responsible for the operation and maintenance of the CSG Facility, the associated Subscription management, and any required reporting to the Utility.

(4) A CSG Facility must be located in the Utility's service territory, must be individually metered, and must be connected to the Utility's distribution system.

(5) A CSG Facility may be either new construction that commenced operation after the date of Council adoption of these Rules or a solar generating system that commenced operation prior to Council adoption of these Rules.

(6) The Subscriber Organization for the CSG Facility must enter into a Contract with the Utility to sell the Output from the facility to the Utility. The purchase of the Output from the CSG Facility shall take the form of a credit against the Subscriber's electric bill.

(7) The Council may establish additional conditions limiting the number of CSG Facilities for which any single Subscriber Organization or its affiliates may apply.

B. CSG Facility Limitations

(1) The CSG Facility's generating capacity/nameplate rating must not exceed five MW as measured by the alternating current rating of the system's inverter.

(2) The beneficial use and renewable attributes of the Output of the CSG Facility must remain with the Subscribers.

(3) A CSG Facility must have at least three Subscribers.

(4) The total number of accounts per CSG Facility may be determined by the Subscriber Organization; however, each Subscription shall be sized to represent at least one kW of the CSG Facility's nameplate rating. The minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low-Income Subscriber.

(5) More than one CSG Facility may be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate, provided that the combined nameplate ratings of such CSG Facilities does not exceed 5000 kW.

(6) One or more Subscriber Organizations may construct multiple CSG Facilities on a single parcel of property, providing that the total MW of the multiple projects on the single parcel does not exceed 5 MW.

(7) To the extent that the analysis performed in the Utility's processing of the CSG Facility application as described in VII.D of these Rules reveals that a proposed CSG Facility would have a negative impact on the reliability of the Utility's system, either the CSG Facility must be reduced in size to mitigate such negative impact, or the CSG Facility developer may choose to incur the costs of necessary upgrades to the Utility's system to enable the CSG Facility to be interconnected without jeopardizing the reliability of the system.

V. CAPACITY LIMITS

A. Community Solar Program Capacity Limits

(1) Subject to the CSG Facility category limits established in these Rules, the Utility shall accept CSG Facility applications as long as the total capacity of all CSG Facilities, as measured by the sum of the nameplate capacity of each CSG Facility's inverter, is less than or equal to five percent of the Utility's annual peak in MW for the first three years of the Community Solar Program. Subsequent to the first three years the Council will reconsider the total capacity limit.

(2) The Utility shall not accept CSG Facility applications beyond the Community Solar Program Capacity Limits or the CSG Facility Category Limits into the Application Queue.

(3) Once the Application Queue has reached the Community Solar Program Capacity Limit or the CSG Facility Category Limit, any further completed applications received by the Utility shall be put on the Waitlist. The Waitlist shall be administered as follows:

(a) Projects will be entered into the Waitlist in the order in which they are received;

(b) These applications shall not be processed immediately, but shall be held by the Utility;

(c) When a slot opens up in the Application Queue, either because a project has moved into the Construction Queue or because a project has dropped out, the Subscriber Organization with the first project in the Waitlist with a nameplate capacity (as measured by the alternating current rating of the system’s inverter) that does not exceed the available slot will be given the option to move into the Application Queue. If the Subscriber Organization declines to move into the Application Queue, the project will be removed from the Waitlist.

(i) If the project at the top of the Waitlist has a capacity greater than the available slot, the Utility shall give the Subscriber Organization the opportunity to reduce the project capacity to fit within the available slot;

(ii) If it chooses to reduce the project's capacity to conform, the Subscriber Organization must notify the Utility within ten (10) business days of its intent, and must then submit an updated Application with a conforming capacity total within thirty (30) days after providing notice of its intent;

(iii) The Utility shall work sequentially through the Waitlist in this manner until a project is identified to fill the available slot in the Application Queue. If a project chooses not to reduce its capacity to conform to the available slot, the project shall retain its position in the Waitlist, and the Utility will offer the available slot to the next Project in the Waitlist.

(d) Once a project has been moved from the Waitlist to the Application Queue, its application shall be processed in accordance with the Program Rules and processes.

B. CSG Facility Category Limits

(1) CSG Facilities shall be classified into one of two categories:

(a) Open Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter.

(b) Low-Income Category: CSG Facilities of any size up to five MW as measured by the alternating current rating of the system's inverter in which a minimum of 30 percent of the CSG Facility's Output is provided to Low-Income Subscribers.

(2) The Utility shall accept CSG Facility applications in each of the following categories up to the Community Solar Program Capacity Limits and according to the following CSG Facility Category percentages:

(a) Open Category: up to 50 percent of the Community Solar Program Capacity Limits; and

(b) The remaining 50 percent of the Community Solar Program Capacity Limit shall be reserved for Low-Income Category CSG Facilities.

VI. SUBSCRIBER ORGANIZATION REGISTRATION AND RECORDS

A. Registration with the Council

(1) A Subscriber Organization shall register with the Council, on forms authorized by the Council, prior to offering Subscriptions to a CSG Facility or operating a CSG Facility. CURO shall process the registrations and make a list of Subscriber Organizations with current, valid registrations available on the Council's website.

(2) The Council shall assign each Subscriber Organization with an identification number.

(3) A Subscriber Organization shall maintain the registration with the Council by notifying the Council whenever certain information supplied as part of the registration with the Council becomes inaccurate, and updating their registration with accurate information. Subscriber Organizations shall renew their registration with CURO annually. If any Subscriber Organization fails to renew their registration in a timely manner, or if CURO otherwise becomes aware that the information in a Subscriber Organization's registration is no longer accurate, CURO shall notify the Subscriber Organization of the lapse in its registration and the Subscriber Organization shall have 30 days to renew or update its registration. If the Subscriber Organization fails to renew its or update its registration within the 30-day period, its registration shall be revoked by CURO. When a Subscriber organization's registration is revoked, CURO shall notify the Utility and the Utility shall no longer be required to purchase energy or capacity from the Subscriber Organization's CSG Facility or to provide credits to the Subscribers of that CSG Facility.

(4) By registering with the Council, a Subscriber Organization acknowledges and agrees it is bound by the Council's regulatory authority and jurisdiction to enforce the requirements contained in these Rules, including, but not limited to, the Council's authority to impose penalties on the Subscriber Organization as provided for in these Rules, or otherwise allowed by law.

(5) CURO may charge a reasonable fee to Subscriber Organizations for initial registration with the Council and for annual renewal, as authorized by the Council.

B. Subscriber Organization Obligations and Records

(1) A Subscriber Organization shall maintain on file with CURO the following information for the duration of the operation of each CSG Facility:

(a) Owner name and address.

(b) Business address.

(c) Name of registered agent in Orleans Parish.

(d) General information on the facility including: location, DC and AC nameplate capacity, major equipment list, interconnection requirements, and any other relevant design details.

(e) Proof of liability insurance in an amount reasonably adequate to protect the public and the Utility against damages caused by the operation of each CSG Facility. The Council, through CURO or other designated agency, will establish minimum levels of liability insurance that shall be deemed reasonably adequate for CSG Facilities.

(f) Proof of registration "In Good Standing" with the Louisiana Secretary of State.

(g) Proof of professional licenses from all applicable regulatory agencies, such as the Louisiana State Licensing Board for Contractors.

(h) A copy of the Subscriber Organization's Occupational or General Business License obtained from the City of New Orleans' Bureau of Revenue.

(2) A Subscriber Organization shall maintain in its own files the following information for the duration of the operation of each CSG Facility:

(a) Subscriber information including: name, mailing address, address at which the Subscriber has an account for electric service with the Utility, and, where relevant, the data supporting a Subscriber's classification as a Low-Income Subscriber.

(b) Subscription information for each Subscriber including a copy of the contract, rates, fees, and terms and conditions.

(3) A Subscriber Organization shall provide the information in Section VI.B(2) to the Council upon request.

(4) A Subscriber Organization shall provide to the Council, within 10 business days, information requested by the Council concerning the operation of its CSG Facilities.

(5) Contracts between the Subscriber Organization and the Utility shall be a matter of public record and shall be filed with the Clerk of Council by the Subscriber Organization.

(6) A Subscriber Organization, and, where relevant, the third-party owner/developer, are responsible for ensuring that its CSG Facility is

constructed, maintained, and operated in compliance with all relevant local, state, and federal laws, rules regulations and standards, including, but not limited to, reliability, safety, zoning, permitting, occupational safety and health, and environmental laws, rules, regulations and standards, as well as adherence to the Utility's interconnection policies and procedures and these Rules.

(7) CURO shall maintain on the Council's website a list of Subscriber Organizations registered with the Council, the names of any Subscriber Organizations whose registrations have lapsed or been revoked by the Council, a copy of these Rules, and an explanation of how consumers may submit a complaint related to these Rules to the Council.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Community Solar Plan setting forth the Utility's plan for implementing these Rules including the Utility's program administration plan and relevant tariffs for compliance with these Rules.

B. CSG Facility Standard Interconnection Agreement

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Standard Interconnection Agreement for CSG Facilities, which shall be subject to the review and approval of the Council.

(2) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of Entergy's Distribution Design Basis/Standards DR7-01 and DR7-02.

(3) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of these Rules and shall describe any and all interconnection expenses, and other charges in conformity with the Rules.

C. CSG Facility Project Application Procedure

(1) Within 90 days from the effective date of the Rules, the Utility shall establish a CSG Facility application procedure in compliance with these Rules and applicable Council orders, and consistent with the CSG Facility Standard Interconnection Agreement.

(2) The Utility shall develop its CSG Facility application procedure in a manner designed to encourage achievement of the Council's community solar guiding

principles, timely project development, and equitable allocation of the Community Solar Program Capacity Limits and the CSG Facility Category Limits. In addition CSG Facility details necessary for the application, the application procedure shall require:

(a) Proof of Subscriber Organization registration with the Council;

(b) Proof of application for all applicable permits to construct and Operate the CSG Facility; and

(c) Proof of site control. The Utility shall accept as proof of site control: evidence of property ownership; an executed lease agreement; a signed option to purchase a lease; or an email from the property owner expressing interest in the project.

(3) A Subscriber Organization shall notify the Utility of the location, capacity and expected energy production of its proposed CSG Facility at the time it submits an interconnection request, or prior to soliciting subscriptions from potential Subscribers, whichever occurs first.

D. Processing of CSG Facility Applications

(1) The Utility shall process applications from Subscriber Organizations filed in accordance with the CSG Facility application procedure in the order in which the utility receives the application.

(2) Within 10 business days of receipt, the Utility shall notify the Subscriber Organization whether the application is complete. If the application is incomplete, the Utility shall provide a written list detailing all information that must be provided to complete the application.

(3) A Subscriber Organization receiving notice of an incomplete application shall revise and submit the required information within 10 business days after receipt of the list of incomplete information. Failure to submit the required information within 10 business days shall result in the application being rejected, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.

(4) The Utility shall notify a Subscriber Organization within 10 business days of receipt of a revised application whether the application is complete or incomplete.

(5) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.

(6) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.

(7) The Utility shall assign a unique identification number to each complete application and the application shall be deemed accepted into either the Application Queue or the Waitlist, as appropriate, as of the date the identification number is assigned.

(8) Application Queue—The Utility shall establish an Application Queue based on application acceptance date. An initial engineering review will be conducted by the Utility for each complete application.

(a) The Subscriber Organization shall have 45 days from the date of receipt of the initial review response to agree in writing to commence the required interconnection studies before the project is removed from the Application Queue.

(b) If the Subscriber Organization intends to pursue a group initial study for multiple projects, this intention shall be stated during the application process. The Subscriber Organization shall have 45 days to agree in writing to move forward with the required interconnection studies before the projects involved in the group are removed from the Application Queue.

(c) Failure to submit an executed study agreement within 45 days following receipt of the initial review shall result in the Subscriber Organization losing its place in the Application Queue for the affected project(s), but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future for the same project(s).

(d) Upon completion of required interconnection studies, the Subscriber Organization has 90 days to execute an interconnection agreement or be removed from the Application Queue. Following execution by the Subscriber Organization, the Utility will execute the interconnection agreement as well. Execution by the Utility at this point does not waive any further obligations of the Subscriber Organization to complete construction or testing as required by the Utility to grant permission to operate or render Notice of Satisfaction.

(9) Construction Queue—Upon execution of an interconnection agreement, the CSG Facility project will be added to the Construction Queue.

(a) If, within 18 months following execution of an interconnection agreement, a CSG Facility fails to begin operating, the Subscriber Organization shall provide to the Utility an initial deposit of $25 per kW for the project to remain in the Construction Queue.

(b) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 24 months of executing an interconnection agreement.

(c) If a CSG Facility fails to begin operating within 24 months of executing an interconnection agreement, the Subscriber Organization shall provide to the Utility an additional deposit of $25 per kW for the project to remain in the Construction Queue.

(d) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 36 months of executing an interconnection agreement, in which case the full deposit shall be forfeited by the Subscriber Organization.

(e) Deposit deadlines shall be tolled during periods in which the Subscriber Organization is not in control, such as during study timelines, interconnection upgrade construction, or waiting periods.

(10) Any forfeited deposits shall be credited back to Utility customers via the Fuel Adjustment Clause.

(11) The Utility's interconnection process shall include an analysis of any potential reliability impacts, positive or negative, of the interconnection of the CSG Facility at the requested location.

(12) If the Utility participates as a Subscriber Organization, it will have the same rules applied to it as any other Subscriber Organization.

(13) If the Utility or any of its affiliates participate as a Subscriber Organization, the Utility may not recover any portion of its CSG Facility costs through its base rates. If a Utility or any of its affiliates participate as a Subscriber Organization, it must not offer its own CSG Facility, or that of its affiliate any preferential treatment or benefit not available to other Subscriber Organizations.

E. Utility Data and Project Information

(1) The Utility shall designate a contact person, and provide contact information on its website for submission of all project application requests, and from

whom information on the project application request process and the Utility's electric distribution system can be obtained.

(2) The Utility shall provide information, updated at least quarterly, on its website about the current status of the Community Solar Program and CSG Facility applications, including: name; address; date of application; interconnection status; expected date of operation; percent of the project that is subscribed, and remaining available capacity by year in each program category. The Utility shall also include on its website a link to the Council's Community Solar web page.

(3) The Utility shall make reasonable attempts to assist all applicants with identifying means to locate and operate CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits at locations identified by applicants. If the Utility or any of its affiliates choose to participate as an owner/developer of a CSG Facility and/or a Subscriber Organization, the Utility must offer other owner/developer and Subscriber Organizations equal access to the information available to the Utility and its affiliates for locating and operating CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits so that neither the Utility's nor its affiliate's CSG Facility has preferential access to information inaccessible to other Subscriber Organizations.

(4) The information provided by the Utility on its website shall include studies and other materials useful to understanding the feasibility of interconnecting a CSG Facility on the Utility's electric distribution system, except to the extent providing the materials would violate security requirements, confidentiality agreements, or be contrary to law.

(5) The Utility may require an applicant to execute an appropriate confidentiality agreement prior to release or access to confidential or restricted information.

(6) The Utility shall monitor and review its distribution system to determine any adverse or beneficial effects resulting from each installed CSG Facility.

(7) The Utility shall maintain for the longer of ten years or the duration of the community solar program, the following information for each CSG Facility: recorded monthly peak output, monthly energy output, aggregate annual energy credited to Subscribers by rate class; aggregate annual amount of subscription credits provided to Subscribers by rate class; annual amount of unsubscribed energy output provided to the Utility; and annual amount paid by the Utility for unsubscribed energy. Subscriber monthly billing information should be maintained by the Utility consistent with the Utility's customer billing records retention policy.

F. Utility Reporting

(1) The Utility shall provide the Council with complete data, information, and supporting documentation necessary to monitor the Community Solar Program status, impact on operations, Subscriber and ratepayer impact, and other information upon request.

(2) By May 1 of each year, the Utility shall file an annual report with the Council on the Status of the Community Solar Program Including: (1) monthly energy (MWh) and capacity (MW) produced by the Community Solar Program, including each CSG Facility; (2) ~~total~~ monthly cost of energy and capacity ENO purchases through the Community Solar Program, identifying bill credits separate from unsubscribed energy; (~~2~~3) monthly $/MW and $/MWh of the capacity and energy purchased, (~~3~~4) Utility fixed and variable costs by subaccount associated with administering the Community Solar Program; (5) Utility costs by subaccount associated with administering the consolidated billing portion of community solar; (6) balance and activity of the regulatory asset subaccount, including amortization, related to unrecovered consolidated billing costs; (7) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (~~5~~8) any positive and negative impacts on the operation of the Utility's distribution system; (~~6~~9) any benefits provided to the Utility's system by the Community Solar Program related to mitigating or recovering from storm events or other outages.

(3) The electric Utility shall maintain a list of projects and total program capacity, and shall provide the list to the Council by June 30 and December 31 of each year.

(4) The Utility shall publish on its website a rolling 24-month report of what the per-kWh and per-kW credit for energy and capacity was in order to assist customers seeking to evaluate whether to enter into or renew a contract with a CSG Facility.

G. Utility Cost Recovery and Charges

(1) Once the Utility's Community Solar Plan has been reviewed and approved by the Council, the Utility shall have a fair opportunity to receive full and timely cost recovery of costs incurred to implement and administer the Community Solar Program, and any non-reimbursed portion of program bill credit costs and unsubscribed energy costs.

(2) The Utility may not establish a separate surcharge fee or rate for recovery of any Community Solar program costs identified in Section VII.G.1. The specific mechanisms for Community Solar program cost recovery will be approved by a Council resolution based on the Council's review of the

community solar tariffs proposed in the Community Solar Plan required under Section VII.~~L~~A.1.

(3) The Utility may assess a Council-approved charge (the Utility Administrative Fee) to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. This charge shall not reflect costs that are already recovered by the Utility from Customers through other charges. The Utility may seek a revision of this charge no more frequently than once per year.

(4) The Utility's revenue and expenses associated with the Subscriber Organizations and the Community Solar Program Plan shall be identified separately in general ledger records and maintained in separate revenue and expense sub accounts. The Utility's incremental costs, including consolidated billing costs, shall be identified separately in general ledger records and maintained in separate sub accounts.

(5) Until a sufficient number of CSG facilities in the Application Queue are operational, the recovery of the Utility's incremental costs through a Utility Administrative Fee will be through the following procedure: (i) subsequent to the date the consolidated billing systems become operational, an interim Utility Administrative Fee at 3% of Allocated Credits will be set, applicable to all CSG facilities; (ii) potential revisions to the interim Utility Administration Fee will occur every twelve months thereafter; (iii) a six-month evaluation will include a review of all current data, and will provide the opportunity to resolve any incremental cost issues raised by parties prior to the next potential revision to the Utility Administrative Fee; (iv) in evaluating the operations of the recently completed twelve-months, the balance of incremental costs in excess of the proceeds from the interim Utility Administrative Fee will accrue in a regulatory asset subaccount at the Utility's before-tax Weighted Average Cost of Capital, that subaccount having no impact on ratepayers; (iii) each subsequent twelve-month potential revision to the Utility Administrative Fee will consider (a) the projected amount of CSG subscribed kWhs available for the Allocated Credits, (b) a comparison of actual proceeds received from the Utility Administrative Fee compared to the Utility Administrative Fee revenue estimated at the previous twelve-month review; (c) an amortization of the amount of unrecovered incremental costs accrued in the regulatory asset subaccount. The regulatory asset amortization amount will be adjusted by the Council as more data become available in subsequent twelve-month revisions to the Utility Administrative Fee. The

amortization amount will also be dependent on the Council's decision regarding the amount of change to the interim Utility Administrative Fee.

VIII. SUBSCRIPTION CREDITS

A. Subscriber Organizations are required to provide real time reporting of production as specified by the Utility. For CSG Facilities greater than 250 kW, the Subscriber Organization shall provide real time electronic access to production data. The Utility may require different real time reporting for CSG Facilities 250 kW and smaller.

B. To enroll a Subscriber in a CSG Facility a Subscriber Organization shall provide the following to the Utility at least two months prior to the desired month in which the Subscription would take effect:

(1) Subscriber name;

(2) Subscriber Service Address;

(3) Subscriber Utility account number;

(4) Designation as either a Low-Income Subscriber (along with documentation supporting this designation) or a non-Low Income Subscriber;

(5) Subscriber's allocated percentage of the CSG facility;

(6) Subscriber's status as either Dual Billing or Net Crediting Consolidated Billing in conformity with the Subscription contract;

(7) Subscriber's Guaranteed Savings Rate (10%, 15%, or 20%), if applicable.

C. Each month, before the date specified by the Utility, t~~T~~he Subscriber Organization ~~for each CSG Facility~~ will provide the Utility a ~~monthly~~ Subscriber report for each of its CSG Facilities detailing each Subscriber's percentage allocation of the CSG Facility output. The Utility shall rely on this report each month as the definitive source of information to be used in calculating the Allocated Credits and, if applicable, Net Credits for the monthly output of the CSG Facility. ~~to the Utility listing all Subscribers and the proportion of the CSG Facility Output that shall be applied to each Subscriber's monthly electric bill.~~ The monthly report shall follow a standard format specified by the Utility in order to integrate data into the Utility's billing system. The monthly report shall also include the amount of the CSG Facility's capacity that remains unsubscribed.

(1) If a Subscriber's Utility account is closed, the Utility will advise the Subscriber Organization. The Subscriber Organization shall immediately remove the Subscriber from the monthly Subscriber report for all CSG Facilities.

(2) In the case of temporary disconnection for non-payment, any Net Credits that a Subscriber accrues during the disconnected period will appear on the next bill following reconnection.

~~C. The Utility shall apply credits to each Subscriber's monthly bill using the most recently updated monthly Subscriber list and Output data on a two-month lag where actual operational results and the associated bill credit will show up two months following the Utility's receipt of Output data for the CSG Facility.~~

D. The Utility shall ~~determine~~ calculate the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the Utility metered Output of the CSG Facility.

E. The Utility shall calculate and render Allocated Credits and Net Credits for each Subscription, as appropriate, using the most recently updated monthly Subscriber report and CSG Facility Output data on a two-month lag.

Example: the Allocated Credits and Net Credits for Subscribers listed on a Subscriber report as participating in February would be calculated after receipt of actual CSG Facility Output for February. These Allocated Credits or Net Credits would appear on the Subscriber's April Utility bills. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, the Utility would remit the Subscriber Organization's portion of the Allocated Credits less the Utility Administrative Fee in April.

If a Subscriber fails to pay their electric Utility bill in full for any month for which the Subscriber Organization's portion of the Allocated Credits for that Subscriber have already been remitted to the Subscriber Organization, the Utility shall debit on a future remittance to the Subscriber Organization an amount equal to the Subscriber Organization's portion of the Allocated Credits for that Subscriber for the month in which the Subscriber failed to make a payment. Following receipt of payment from a Subscriber for the total amount of the electric Utility bill that was previously unpaid, the Utility shall reverse the debit on a future remittance to the Subscriber Organization. If a future remittance to the Subscriber Organization is not anticipated by the Utility, the Utility shall bill the Subscriber Organization appropriately, to reflect the net effect of the Subscribers non-payment.

F. For Net Crediting Consolidated Billing Subscribers, the Net Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Net Credit and the associated information necessary to calculate the Net Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, CSG per kWh credit rate, and Guaranteed Savings Rate. For example:

CSG Net Credit … (900 kWh @ $0.1350) * 10% Guaranteed Savings .. $ -12.15

G. For Dual Billing Subscribers, the Allocated Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Allocated Credit and the associated information necessary to calculate the Allocated Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, and CSG per kWh credit rate. For example:

CSG Allocated Credit … ……900 kWh @ $0.1350 .. $ -121.50

H. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, Payments to Subscriber Organizations of their portion of Allocated Credits shall be accompanied by statements showing for each Subscriber the Guaranteed Savings Rate, monthly kWh allocation of the CSG Facility Output, Allocated Credit, applied Net Credit, and the Utility Administrative Fee.

I. The CSG per kWh credit for all Subscribers that do not qualify as Low Income Subscriber will be the full retail rate, including all rider schedules that would be applicable to the Subscriber on a per kWh basis. The CSG per kWh credit rate for Low-Income Subscribers shall be the full retail rate, including all applicable rider schedules that would be applicable to the Low-Income Subscriber on a per kWh basis, plus 2.0 cents/kWh.

~~F~~J. The appropriate CSG credit will be applied to the bill of each Subscriber on a kWh basis.

~~G~~K. The Subscription monthly bill credit so determined will apply to each Subscriber irrespective of the customer class tariff under which the Subscriber receives service from the Utility, and will apply to all Subscribers in a CSG Facility.

~~H~~L. If, in a monthly billing period, the billing credit associated with the Subscription of a Subscriber exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a dollar amount bill credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be from the Utility for any remaining bill credits associated with the Subscriber's Subscription.

~~I~~M. The Utility shall retain a record of CSG Facility kWh applied to each Subscriber's account for a period of three years.

IX. UNSUBSCRIBED ENERGY

A. The Utility will pay a Subscriber Organization for up to 20 percent of the monthly energy produced by a CSG Facility and delivered to the Utility if such energy is not allocated to a Subscriber of the CSG Facility.

B. The rate per kWh to be paid for net deliveries to the Utility, pursuant to Section IX.A, shall be the Utility's estimated avoided energy costs for the appropriate time period from the Utility's most recent biennial filing with the Clerk of Council of the

City of New Orleans pursuant to the Public Utilities Regulatory Policies Act of 1978, Section 210.

X. LOW-INCOME CUSTOMER VERIFICATION

A. The operator of a low-income multi-family dwelling unit may apply to the Council to qualify as a Low-Income Subscriber for the purposes of the Community Solar Program. The operator should demonstrate to the Council that the Subscription Credits will be credited to the tenants of the low-income multifamily dwelling.

B. A Subscriber Organization shall certify to the Utility in writing that the Subscriber Organization has verified the eligibility of all Low-Income Subscribers needed to qualify for the program prior to receiving permission to operate from the Utility.

C. A Subscriber Organization shall accept as proof of income to verify Low-Income Customer status (1) a W-2 form or tax return for the previous calendar year demonstrating income at or below 60% of median family income for the New Orleans-Metairie area according to the most recent guidelines available through the United States Department of Housing and Urban Development, or at or below 60% of the estimated median income for the state according to the most recent guidelines available through the Louisiana Housing Corporation, or (2) evidence of enrollment in any federal, state, or local assistance program that limits participation to households whose income is at or below sixty percent (60%) of the Area Median Income for the New Orleans-Metairie area.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

A. A Subscriber may release all or part of their Subscription back to the Subscriber Organization for transfer to any person or entity who qualifies to be a Subscriber in the CSG Facility.

B. A Subscriber who desires to transfer all or part of his or her Subscription to another eligible Customer desiring to purchase a Subscription may do so only through the Subscription Organization and in compliance with the terms and conditions of the Subscription contract and the transfer will be effective in accordance therewith.

C. If the CSG Facility is fully subscribed, the Subscriber Organization shall maintain a waiting list of eligible Customers who desire to purchase Subscriptions. The Subscriber Organization shall offer the Subscription of the Subscriber desiring to transfer their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.

D. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, however, the Subscriber must adjust their Subscription so that it does not exceed 100 percent the Baseline Annual Usage at the new location and release any portion of their

Subscription beyond that level back to the Subscriber Organization. A Subscriber Organization may not charge an unreasonable transfer fee to such a Customer.

E. The Subscriber Organization and the Utility shall jointly verify that each Subscriber is eligible to be a Subscriber in the CSG Facility. The CSG Facility Subscriber enrollment records shall include, at a minimum, the Subscriber's name and Utility Account number, the percentage share owned by the Subscriber, the effective date of the ownership of that Subscription, and the premises to which the Subscription is attributed for the purpose of applying billing credits. Changes in the Subscriber enrollment records shall be communicated by the Subscriber Organization to the Utility, in written or electronic form, as soon as practicable, but on no less than a monthly basis.

F. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council. However, to ensure that Subscriber Organizations are acting fairly and transparently, the Subscriber Organizations must provide materials to the potential Subscriber clearly showing the Subscription cost.

G. To ensure fairness and transparency regarding the transfer of subscriptions and Subscription Credits, the Utility, in consultation with the Council and its Advisors will develop a process and requirements therefor. The Subscriber Organization will be responsible for any costs associated with the transfer of subscriptions and/or Subscription Credits.

XII. RENEWABLE ENERGY CREDIT OWNERSHIP

A. Subscribers are not customer generators.

B. The ownership and title to all renewable energy attributes or Renewable Energy Credits associated with the CSG Facilities shall belong to the individual Subscribers.

C. The Subscriber Organization may enter into an agreement with Subscribers to transfer ownership of RECs from the Subscriber to the Subscriber Organization. Any such agreement to transfer ownership of the RECs must be included in the subscription agreement in terms that can be easily understood, and must be highlighted, clearly stated, and initialed by the Subscriber.

XIII. CONSUMER PROTECTION & DISCLOSURE

A. Unauthorized Subscriptions.

(1) No person shall subscribe a Customer to a community solar energy generation system without the Customer's express written consent.

(2) A Subscriber Organization may not add a new charge for a new service, existing service, or service option not described in the Subscriber's contract

with the Subscriber Organization without first providing written notice to the Subscriber and providing them an opportunity to terminate their Subscription without penalty if the new charge is unacceptable to the Subscriber.

B. Discrimination Prohibited.

(1) A Subscriber Organization may not discriminate against any Customer, based wholly or partly on race, color, creed, national origin, or gender of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

(2) A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to the Subscriber Organization's economic and business purpose.

C. Prohibition of Unfair, Deceptive, or Abusive Acts or Practices.

(1) Each Subscriber Organization shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices.

(2) Each Subscriber Organization shall regularly examine and consider the possibility of unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including, but not limited to, marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

(3) Subscriber Organizations shall not harass or threaten consumers and should avoid high-pressure sales techniques. Subscriber Organizations should not take advantage of a consumer's lack of knowledge, and if they become aware that a consumer clearly misunderstands a material issue in a community solar transaction, they should correct that misunderstanding. Consumer questions must be answered honestly, Subscriber Organizations may not make any statements to consumers that are false or without a reasonable basis in fact.

D. Limitation of Liability

(1) In the event of the failure, termination, or disqualification of a CSG Facility or Subscriber Organization, Subscribers' liability will be limited only to loss of the funds that they commit to invest in a community solar project.

E. Advertising, Marketing, and Solicitations.

(1) Advertising Permitted.

(a) A Subscriber Organization may advertise its services.

(b) A Subscriber Organization may not engage in an advertising, marketing or trade practice that is unfair, false, misleading, or deceptive.

(c) All advertising claims must be supported by factual, verifiable sources. Advertising claims should avoid underestimating costs, overestimating performance and overvaluing financial and incentive benefits.

(d) Subscriber Organizations should be familiar with all advertising laws, rules, regulations, and guidance, including federal, state, and local guidance on advertising and marketing.

(e) Prices quoted must be accurate and complete, including, but not limited to disclosure as to any initial pricing incentives, such as "teaser rates" that include future price increases, and whether the quoted price includes any price incentives, such as government tax incentives or utility program incentives, and the terms of eligibility for such incentives.

(f) Any projections of future utility prices presented by a Subscriber Organization or its Agents to consumers must be based on accepted sources and methods. They must be clearly identified, verifiable, and be based on one or more of the following sources:

(i) Energy Information Agency ("EIA") data from the Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar EIA publications for the state in which the system is located;

(ii) Council resolutions, orders, publications, or filings with the Council by the Utility;

(iii) Industry experts or other qualified consultants; or

(iv) Other similar reliable sources qualified by the Council or CURO office.

(g) Accepted methods for Utility electricity price projections include:

(i) If based on historical data for the utility servicing the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;

(ii) If based on projections of third-party sources, then it must be an accurate representation of any data within the timeframe of

the source of the data, and when projecting beyond the timeframe of the source data, a combined average growth rate projection using a time period that is the greater of source data timeframe or five years.

(h) Any endorsements of the Subscriber Organization or its products or services by individuals used in any media format either owned by the Subscriber Organization or initiated or sponsored by the Subscriber Organization through media owned by a third party must be authorized by the endorser, accurate, genuine, in proper context, and without misrepresentation, whether the misrepresentation is affirmative or by omission. It must be clear as to whether the endorser is providing an opinion as a consumer with true firsthand experience, as an expert, or as a spokesperson, and transparent as to whether any connections exist between the endorser and the Subscriber Organization beyond that which a consumer would ordinarily expect.

(2) Marketing.

(a) A Subscriber Organization's marketing or solicitation information shall include the name under which the Subscriber Organization is registered with CURO.

(b) A Subscriber Organization may use an Agent to conduct marketing or sales activities. A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing performed by its Agent while marketing or selling Subscriptions on behalf of the Subscriber Organization.

(c) Subscriber Organizations and their Agents must follow all applicable marketing laws, such as the National Do Not Call Registry, the CAN-SPAM Act of 2003, etc.

(d) Door-to-door marketing and sales: A Subscriber Organization may not permit a person to conduct door-to-door marketing on its behalf until it has obtained and reviewed a criminal history record. Subscriber Organizations shall be solely responsible for carefully screening individuals used for door-to-door marketing purposes to include only those individuals having no history of fraudulent conduct or violent behavior.

(e) A Subscriber Organization must issue an identification badge to any persons conducting door-to-door sales on its behalf to be worn and prominently displayed when conducting door-to-door activities

or appearing at public events on behalf of the Subscriber Organization. The badge must accurately identify the Subscriber Organization and display the employee or Agent's full name and photograph. When conducting door-to-door activities or appearing at a public event, the Subscriber Organization's employees and Agents may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with a utility, government agency, or another Subscriber Organization.

(f) A Subscriber Organization shall ensure the training of its employees and Agents on the following subjects:

(i) Local, state and federal laws and regulations that govern marketing, telemarketing, consumer protection, and door-to-door sales as applicable to the relevant types of marketing and jurisdictions;

(ii) The consumer protections set forth in these Rules, including the prohibition on unfair, deceptive, or abusive acts or practices; and

(iii) The Subscriber Organization's products, services, and contracts.

(g) Geographic marketing permitted.

(i) A Subscriber Organization may market services on a geographic basis.

(ii) A Subscriber Organization is not required to offer services throughout an electric company's entire service territory.

(iii) A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.

F. Creditworthiness.

(1) A Subscriber Organization shall apply uniform income, security deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that the Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by low-income retail electric Customer.

G. Subscriber Funds

(1) Subscriber funds, including deposits, collected by the Subscriber Organization in advance of commercial operation of a CSG Facility, shall be held in escrow. The escrow shall be maintained by its terms until such time as the CSG Facility commences commercial operation as certified by Utility acceptance of energy from the CSG Facility.

H. CSG Facility Reporting

(1) Production from the CSG Facility shall be reported by the Subscriber Organization to its Subscribers at least monthly. To facilitate the tracking of production data by Subscribers, Subscriber Organizations are encouraged to provide website access to Subscribers showing real time Output from the CSG Facility, if practicable, as well as historical production data.

I. Required Disclosures

(1) Contract Summary.

(a) Prior to the time that a contract for a Subscription to a community solar project is executed, a Subscriber Organization shall present the Customer with a completed Contract Summary Disclosure using the form that is approved by the Council. A Customer shall be allowed no less than three days to review the Contract Summary Disclosure prior to execution of the contract and the terms of the contract offered to the Customer may not be changed during that three-day period. At a minimum, the Contract Summary must include:

(i) Start and end date of the contract.

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of when Customer may cancel renewal without penalty.

(iii) Ability of Customer to terminate early, early termination penalty, if any.

(iv) Ability of developer to terminate contract early, and any remedy provided to Customer.

(v) Ability of Customer to transfer Subscription to another consumer. Ability of Customer to transfer bill credit to new address in ENO service territory.

(vi) All one-time payments or charges, including any deposit.

(vii) All recurring payments or charges.

(viii) All penalties or fees to which the Customer may be subject.

(ix) Total amount to be paid by Customer under contract.

(x) Billing and payment procedure.

(xi) Whether Customer owns or leases the solar panel or capacity;

(xii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, the Subscriber may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject.

(xiii) Contact information of developer where Customer may call with questions. Must include physical address, telephone number and email address.

(xiv) Address, phone number and email contact information for the CURO, as well as the address of the Council's community solar webpage.

(xv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.

(xvi) Notice that contract does not include Utility charges.

(xvii) Notice that developer makes no representations or warranties concerning the tax implications of the contract and Customer should consult a tax professional for such information and advice.

(b) The Customer shall initial a copy of the Contract Summary Disclosure to acknowledge receipt of the Contract Summary.

(2) Notice of Subscription.

(a) A Subscriber Organization shall provide notice of Subscription of a Customer to the utility in a format consistent with Council orders.

(b) A Customer entering into an agreement with a Subscriber Organization shall receive written notice of enrollment from the Subscriber Organization and the Utility.

(c) Notice of enrollment shall include the following:

(i) Customer name;

(ii) Customer service address;

(iii) Billing name;

(iv) Billing service address;

(v) Utility name;

(vi) Utility account number;

(vii) Subscriber Organization name;

(viii) Subscriber Organization account number; and effective date of the enrollment.

J. Contracts for Customer Subscription in a Community Solar Project

(1) Minimum Contract Requirements: A Subscriber Organization's Subscription contract shall contain all material terms and conditions, stated in plain language, including the following:

(a) A description of the transaction, including:

(i) Whether the Subscriber will own or lease a portion of the community solar project;

(ii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than

retiring them, it may not lawfully make any claims about the renewable energy nature of the generation at the Community Solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject. The statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project shall be clearly stated, highlighted and initialed by the Subscriber.

(iii) A statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time; and

(iv) Notice that the contract does not include utility charges.

(b) The Subscriber Organization's obligation to maintain its registration with the Council for the duration of the contract.

(c) Term of the contract, including:

(i) Start and end date of the contract;

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of procedure for consumer to cancel renewal without penalty;

(iii) Ability of consumer to terminate early and the corresponding early termination penalty, if any;

(iv) Ability of developer to terminate contract early, and any corresponding remedy to be provided to the consumer, if any.

(d) Transferability and portability.

(i) The ability of the consumer to transfer Subscription to another consumer.

(ii) The ability of the consumer to transfer the bill credit to a new address within the same Utility service territory.

(e) The ability of the consumer to reduce the size of their commitment and any fees or penalties related thereto.

(f) The total amount to be paid by the consumer under the contract, including:

(i) A clear statement of the total amount;

(ii) A listing of all one-time payments or charges, including any deposit, and whether the deposit is refundable;

(iii) A listing of all recurring payments or charges (monthly, annually, etc.);

(iv) A listing of any penalties or fees to which the consumer may be subject and the conditions under which such penalties or fees would be applied.

(g) Billing and payment procedure.

(h) The data privacy policy of the Subscriber Organization, including what data will be collected, for what purpose and to whom the developer may disclose the data.

(i) Evidence of insurance.

(j) A long-term maintenance plan for the project.

(k) The current production projections for the project and a description of the methodology used to develop production projections.

(l) Contact info of Subscriber Organization where consumer may call with questions, including the physical address, telephone number and email address of the Subscriber Organization.

(m) Notice that the Subscriber Organization makes no representations or warranties concerning the tax implications of the contract and consumers should consult their tax professional.

(n) Any other terms and conditions of service.

K. Disclosure of Subscriber Information.

(1) Except as provided under these Rules, or otherwise ordered by the Council, a Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information, without the Subscriber's written consent.

(2) A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.

(3) A Subscriber Organization shall provide a Customer with a copy of the Subscriber Organization's Customer information privacy policy.

(4) A Subscriber Organization shall treat information received from prospective Customers, including those who do not subscribe, in accordance with provisions (a) and (c) of this section.

L. Disconnection and Reconnection.

(1) The Utility's disconnection and reconnection policies shall only apply with respect to Utility charges on the Subscriber's bill. Failure by the Subscriber to pay their Subscription Fee to the Subscriber Organization (whether through Dual Billing or Net Crediting Consolidated Billing) shall not result in disconnection of the customer for nonpayment, neither shall payment of the outstanding Subscription Fees be required to reconnect a Subscriber. All revenues received by the Utility from Subscribers under Net Crediting Consolidated Billing shall be applied first to Utility charges and second to the Subscriber's Subscription Fee.

XIV. ENFORCEMENT OF THESE RULES

(1) CURO, with the assistance of a Hearing Officer, as necessary, may impose a penalty on the Council's behalf for any violation of these rules of up to $1000 per violation and may, if appropriate in light of the particular violation, void a Subscriber's contract with a Subscriber Organization and require the Subscriber Organization to refund any monies paid by the Subscriber as a remedy for a violation of these provisions.

(2) Any person who believes that the Utility or a Subscriber Organization has violated the provisions contained herein in a manner that aggrieves that person may send a written description of the alleged violation to the Council, through its CURO. The written description shall include the name of the Utility or Subscriber Organization ("Respondent"), a concise description of the alleged violation, and the complaining person's ("Complainant") name and contact information.

(3) CURO may, request and obtain additional information regarding the alleged violation from the Complainant and the Respondent. CURO shall also notify the Respondent formally of the complaint, assess whether the Complainant has informed the Respondent of his or her complaint and whether the Respondent has had an opportunity to resolve the issue to the Complainant's satisfaction without CURO or Council intervention.

(4) If, based on the information obtained by CURO, the CURO finds there is cause to believe a violation of the Council's regulations may have occurred, the Complainant and Respondent have not been able to resolve the issue without Council intervention and the Respondent wishes to challenge the complaint, CURO shall refer the matter to a Hearing Officer who shall conduct a process to allow both parties a fair opportunity to present their evidence and arguments and the Hearing Officer will render a decision as to whether a violation occurred and what the penalty should be. If the

Respondent admits to the complaint, CURO may impose the authorized penalty on the Council's behalf.

(5) Either the Complainant or the Respondent may appeal the decision of CURO and/or the Hearing Officer to the Council.

(6) Should CURO and/or the Hearing Officer determine that the behavior complained of cannot be adequately remedied by a penalty of up to $1000 and/or voiding the contract between Subscriber and Subscription Organization and requiring refund of any monies paid by the Subscriber, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter and exercise its penalty authority as appropriate in light of the circumstances.

(7) Should CURO and/or the Hearing Officer observe a pattern of continued violations of these rules by the Utility or a Subscriber Organization ~~-~~that is undeterred by the application of the remedies the Council has authorized CURO and the Hearing Officer to impose, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter, and exercise its penalty authority as appropriate in light of the circumstances.

(8) All other contract or legal disputes that arise between Subscribers, the Subscriber Organizations, and/or the Utility not pertaining to a violation of these provisions shall be brought in the appropriate city or district court in the City of New Orleans. CURO shall provide the Council with annual reports on consumer complaints related to the program.

ATTACHMENT B

COMMUNITY SOLAR RULES

COMMUNITY SOLAR RULES
For the
Council of the City of New Orleans

I. OVERVIEW

The purpose of the Community Solar Rules ("Rules") is to establish the City Council of New Orleans' rules, policies, and procedures for Community Solar Generating ("CSG") Facilities and the associated electric utility customer subscriptions in Orleans Parish, including: eligibility for participating in Community Solar Generating Facilities; developer, facility, and customer limits with respect to community solar; establishment of a bill crediting mechanism for participants; customer protection provisions; general interconnection requirements; safety and performance requirements; and contractual and reporting requirements. Further, these rules are intended to establish a clear and streamlined path to the development of Community Solar development in the City of New Orleans. The Council recognizes that these rules do not provide the only path to distributed generation development in the City of New Orleans. To the extent that the Utility or any other party has a proposed project or proposal that does not adhere to the requirements of these Rules, it may submit a proposal to the Council for review and approval. These Rules shall be cited as the "New Orleans Community Solar Rules." The Council may waive a provision of these Rules upon a showing of good cause.

II. DEFINITIONS

As used in these rules; the following words and phrases shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means a person who conducts business, including marketing or sales activities, or both, on behalf of a CSG Facility Subscriber Organization and includes an employee, a representative, an independent contractor, a subcontractor, a vendor and a representative not directly under contract with the Subscriber Organization that conducts business, including marketing or sales activities, on behalf of the Subscriber Organization.

"Allocated Credit" is the total monthly credit calculated for a Subscriber's pro rata portion of the monthly output of a CSG Facility.

"Application Queue" refers to the sequential list of CSG Facility projects for which a completed application has been accepted by the Utility.

"Baseline Annual Usage" refers to a Subscriber's accumulated electricity use in kilowatt-hours ("kWh") for the previous 12-month period at the time the subscription is entered into, as measured at the Utility's meter, net of any distributed generation provided by the Subscriber to the utility system at that meter. For a Subscriber that does not have a record of 12 months of electricity use at the time of the Subscriber's most recent Subscription, an estimate of the Subscriber's accumulated 12 months of electricity use in kWh, determined in a manner the Council approves.

"Consent" means an agreement with an action communicated by the following: a written document with Customer signature; or an electronic document with electronic signature.

"Construction Queue" refers to the sequential list of CSG Facility projects with a signed interconnection agreement.

"Contract Summary" means a summary of the material terms and conditions of a Community Solar Generating Facility Subscriber contract on a form provided by the Council.

"Council" refers to the Council of the City of New Orleans.

"Community Solar Generating Facility" or **"CSG Facility"** means a solar energy facility that:

(i) converts solar energy to electricity;

(ii) is owned by the Utility or any other for-profit or nonprofit entity or organization;

(iii) has a generating capacity/nameplate rating that does not exceed five megawatts ("MW") as measured by the alternating current rating of the system's inverter;

(iv) can provide power to or is connected to the Utility's distribution system;

(v) is located in the Utility's electric service territory;

(vi) is individually metered;

(vii) has at least three Subscribers;

(vii) sells the Output from the facility to the Utility and which the purchase of the Output from the facility shall take the form of a credit against the Subscriber's electric bill; and

(ix) the beneficial use and renewable attributes of the Output of the facility belongs to the Subscribers.

"Community Solar Program" means a program that encompasses the facilities, entities, functions and requirements implemented by these Rules.

"Customer" means a retail electric customer account holder of the Utility.

"Dual Billing" means the form of community solar billing wherein the Subscriber receives the Utility's bill showing both their Utility charges and their Allocated Credit, and the Subscriber also receives a separate bill from the Subscriber Organization for the cost of their Subscription. Under Dual Billing, the Subscriber Organization will receive a bill from the Utility for the Utility Administrative Fee.

"Guaranteed Savings Rate" means the percentage of the total Allocated Credit under the Net Crediting Consolidated Billing option that will be used to calculate the monthly Net Credit for each Subscriber and applied to their monthly electric bill. The Guaranteed Savings Rate shall be a minimum of 10% and maximum of 20% for all customer classes. Subscriber Organizations are allowed to offer either 10%, 15%, or 20% Guaranteed Savings Rates to Subscribers.

"CURO" means Council Utilities Regulatory Office.

"Low-Income Customer" means a Customer whose gross annual household income is at or below 60 percent of Area Median Income for the year of subscription or who is certified as eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below 60 percent of Area Median Income.

"Low-Income Subscriber" means a Subscriber who is a Low-Income Customer.

"Net Credit" is the portion of the Allocated Credit under the Net Crediting Consolidated Billing option that is calculated monthly by multiplying the Allocated Credit by the Guaranteed Savings rate for the Subscriber and applied to offset eligible charges on the Subscriber's monthly electric bill.

"Net Crediting Consolidated Billing" refers to the process by which the Utility calculates Allocated and Net Credits on a monthly basis for each Subscriber, renders the Net Credit on the electric bill of the Subscriber, and renders payment to the Subscriber Organization for its share of each Allocated Credit less the Utility Administrative Fee.

"NEM Rules" means the New Orleans Net Energy Metering Rules adopted by Council Resolution No. R-07-132.

"Output" means the energy and power produced by a CSG Facility.

"Person" refers to any individual, firm, partnership, corporation, company, association, cooperative association, joint stock association, joint venture, governmental entity, or other legal entity.

"Personally Identifiable Information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or capable of being linked to a specific individual.

"Renewable Energy Credit" or **"REC"** means a contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of electric energy generated from a renewable energy resource. One REC results from one MWh of electric energy generated from a renewable energy resource.

"Rules" means the Community Solar Rules established herein or as modified by subsequent action.

"Security Deposit" means any payment of money given to a Subscriber Organization by a Subscriber in order to protect the Subscriber Organization against nonpayment of future subscription fees, but does not include escrowed prepaid subscription fees.

"Service Connection" is the location on the CSG Facility's premises/facilities at which a point of delivery of power between the Utility and the CSG Facility is established.

"Subscriber" means a Customer of the Utility that holds a Subscription to one or more CSG Facilities and has identified one or more individual meters or accounts related to electric service to which the Subscription(s) shall be attributed.

"Subscriber Organization" means a person or legal entity that owns and operates a CSG Facility, or operates a CSG Facility that is built and owned by a third party under contract with such Subscriber Organization. A Subscriber Organization may also be a Subscriber to the facility, subject to the Limitations on Subscriptions set forth herein.

"Subscription" refers to that portion or proportionate interest of Output of a CSG Facility that is allocated to a Subscriber, including the RECs associated with or attributable to the CSG Facility.

"Subscription Fee" in the case of Dual Billing, means the fee set forth in a Subscriber Organization's contract with the Subscriber. In the case of Net Crediting Consolidated Billing, it means the portion of the Allocated Credit less the Net Credit, which should be accurately described in the contract between the Subscriber Organization and the Subscriber. In the case of Net Crediting Consolidated Billing, the Subscription Fee is the only fee a Subscriber may be charged for their Subscription other than a reasonable deposit as permitted under these Community Solar Rules.

"Unsubscribed Energy" refers to any energy Output of a CSG Facility in kWh that is not allocated to a Subscriber.

"Utility" refers to the utility providing electric service to customers in the City of New Orleans and regulated by the Council.

"Utility Administrative Fee" is a Council-approved charge to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. It includes the costs associated with providing the Subscriber Organizations with the option of Net Crediting Consolidated Billing. The Utility Administrative fee will be applied to all Subscriber Organizations as a percentage of each CSG facility's monthly sum of its Subscriber Allocated Credits. The Utility Administrative Fee and will be evaluated for revision on a twelve-month basis. Under the Net Crediting Consolidated Billing option, the Utility Administrative Fee will be deducted from the Subscriber Organization's portion of

the Allocated Credits. Under the Dual Billing option, the Utility Administrative fee will be billed separately to the Subscriber Organization.

"Waitlist" refers to the sequential list of CSG Facility projects that have submitted a completed application, but which cannot be placed in the Application Queue because either the Program Capacity Limits or the Category Limits have been exceeded.

III. CUSTOMER ELIGIBILITY

A. Customer Eligibility

(1) All customer rate classes are eligible to subscribe to a CSG Facility.

(2) A Customer may subscribe to a CSG Facility in the Utility's service territory, provided that the Customer has an account for electric service with the Utility.

(3) A Customer may subscribe to CSG Facility regardless of the Customer's participation in other Utility-sponsored renewable programs, such as NEM, provided that the Customer's participation does not violate, individually or collectively, the eligibility limits of all applicable programs and these Rules.

B. Limitations on Subscriptions

(1) A Customer may not hold Subscriptions representing a total amount of energy in the Community Solar Program that exceeds 100 percent of the value of the Subscriber's Baseline Annual Usage.

(2) A Customer may purchase multiple Subscriptions from one or more CSG Facilities provided that the total of the Subscriptions does not exceed the requirements in III.B.(1) of the Rules.

(3) No Customer may own more than a 40 percent interest in the beneficial use of the electricity generated by a CSG Facility, including without limitation, the renewable energy and RECs associated with or attributable to the CSG Facility.

IV. COMMUNITY SOLAR GENERATING FACILITY ELIGIBILITY

A. CSG Facility Eligibility

(1) A CSG Facility can be owned by the Utility or any other for-profit or nonprofit entity or organization.

(2) A Subscriber Organization that has registered with the Council, through CURO, that wishes to construct and operate a CSG Facility as part of the Community Solar Program shall submit an application to the Utility in accordance with the CSG Facility project application procedure established by the Utility as part of these Rules.

(3) A Subscriber Organization shall be responsible for the operation and maintenance of the CSG Facility, the associated Subscription management, and any required reporting to the Utility.

(4) A CSG Facility must be located in the Utility's service territory, must be individually metered, and must be connected to the Utility's distribution system.

(5) A CSG Facility may be either new construction that commenced operation after the date of Council adoption of these Rules or a solar generating system that commenced operation prior to Council adoption of these Rules.

(6) The Subscriber Organization for the CSG Facility must enter into a Contract with the Utility to sell the Output from the facility to the Utility. The purchase of the Output from the CSG Facility shall take the form of a credit against the Subscriber's electric bill.

(7) The Council may establish additional conditions limiting the number of CSG Facilities for which any single Subscriber Organization or its affiliates may apply.

B. CSG Facility Limitations

(1) The CSG Facility's generating capacity/nameplate rating must not exceed five MW as measured by the alternating current rating of the system's inverter.

(2) The beneficial use and renewable attributes of the Output of the CSG Facility must remain with the Subscribers.

(3) A CSG Facility must have at least three Subscribers.

(4) The total number of accounts per CSG Facility may be determined by the Subscriber Organization; however, each Subscription shall be sized to represent at least one kW of the CSG Facility's nameplate rating. The minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low-Income Subscriber.

(5) More than one CSG Facility may be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate, provided that the combined nameplate ratings of such CSG Facilities does not exceed 5000 kW.

(6) One or more Subscriber Organizations may construct multiple CSG Facilities on a single parcel of property, providing that the total MW of the multiple projects on the single parcel does not exceed 5 MW.

(7) To the extent that the analysis performed in the Utility's processing of the CSG Facility application as described in VII.D of these Rules reveals that a proposed CSG Facility would have a negative impact on the reliability of the Utility's system, either the CSG Facility must be reduced in size to mitigate such negative impact, or the CSG Facility developer may choose to incur the costs of necessary upgrades to the Utility's system to enable the CSG Facility to be interconnected without jeopardizing the reliability of the system.

V. CAPACITY LIMITS

A. Community Solar Program Capacity Limits

(1) Subject to the CSG Facility category limits established in these Rules, the Utility shall accept CSG Facility applications as long as the total capacity of all CSG Facilities, as measured by the sum of the nameplate capacity of each CSG Facility's inverter, is less than or equal to five percent of the Utility's annual peak in MW for the first three years of the Community Solar Program. Subsequent to the first three years the Council will reconsider the total capacity limit.

(2) The Utility shall not accept CSG Facility applications beyond the Community Solar Program Capacity Limits or the CSG Facility Category Limits into the Application Queue.

(3) Once the Application Queue has reached the Community Solar Program Capacity Limit or the CSG Facility Category Limit, any further completed applications received by the Utility shall be put on the Waitlist. The Waitlist shall be administered as follows:

(a) Projects will be entered into the Waitlist in the order in which they are received;

(b) These applications shall not be processed immediately, but shall be held by the Utility;

(c) When a slot opens up in the Application Queue, either because a project has moved into the Construction Queue or because a project has dropped out, the Subscriber Organization with the first project in the Waitlist with a nameplate capacity (as measured by the alternating current rating of the system’s inverter) that does not exceed the available slot will be given the option to move into the Application Queue. If the Subscriber Organization declines to move into the Application Queue, the project will be removed from the Waitlist.

(i) If the project at the top of the Waitlist has a capacity greater than the available slot, the Utility shall give the Subscriber Organization the opportunity to reduce the project capacity to fit within the available slot;

(ii) If it chooses to reduce the project's capacity to conform, the Subscriber Organization must notify the Utility within ten (10) business days of its intent, and must then submit an updated Application with a conforming capacity total within thirty (30) days after providing notice of its intent;

(iii) The Utility shall work sequentially through the Waitlist in this manner until a project is identified to fill the available slot in the Application Queue. If a project chooses not to reduce its capacity to conform to the available slot, the project shall retain its position in the Waitlist, and the Utility will offer the available slot to the next Project in the Waitlist.

(d) Once a project has been moved from the Waitlist to the Application Queue, its application shall be processed in accordance with the Program Rules and processes.

B. CSG Facility Category Limits

(1) CSG Facilities shall be classified into one of two categories:

(a) Open Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter.

(b) Low-Income Category: CSG Facilities of any size up to five MW as measured by the alternating current rating of the system's inverter in which a minimum of 30 percent of the CSG Facility's Output is provided to Low-Income Subscribers.

(2) The Utility shall accept CSG Facility applications in each of the following categories up to the Community Solar Program Capacity Limits and according to the following CSG Facility Category percentages:

(a) Open Category: up to 50 percent of the Community Solar Program Capacity Limits; and

(b) The remaining 50 percent of the Community Solar Program Capacity Limit shall be reserved for Low-Income Category CSG Facilities.

VI. SUBSCRIBER ORGANIZATION REGISTRATION AND RECORDS

A. Registration with the Council

(1) A Subscriber Organization shall register with the Council, on forms authorized by the Council, prior to offering Subscriptions to a CSG Facility or operating a CSG Facility. CURO shall process the registrations and make a list of Subscriber Organizations with current, valid registrations available on the Council's website.

(2) The Council shall assign each Subscriber Organization with an identification number.

(3) A Subscriber Organization shall maintain the registration with the Council by notifying the Council whenever certain information supplied as part of the registration with the Council becomes inaccurate, and updating their registration with accurate information. Subscriber Organizations shall renew their registration with CURO annually. If any Subscriber Organization fails to renew their registration in a timely manner, or if CURO otherwise becomes aware that the information in a Subscriber Organization's registration is no longer accurate, CURO shall notify the Subscriber Organization of the lapse in its registration and the Subscriber Organization shall have 30 days to renew or update its registration. If the Subscriber Organization fails to renew its or update its registration within the 30-day period, its registration shall be revoked by CURO. When a Subscriber organization's registration is revoked, CURO shall notify the Utility and the Utility shall no longer be required to purchase energy or capacity from the Subscriber Organization's CSG Facility or to provide credits to the Subscribers of that CSG Facility.

(4) By registering with the Council, a Subscriber Organization acknowledges and agrees it is bound by the Council's regulatory authority and jurisdiction to enforce the requirements contained in these Rules, including, but not limited to, the Council's authority to impose penalties on the Subscriber Organization as provided for in these Rules, or otherwise allowed by law.

(5) CURO may charge a reasonable fee to Subscriber Organizations for initial registration with the Council and for annual renewal, as authorized by the Council.

B. Subscriber Organization Obligations and Records

(1) A Subscriber Organization shall maintain on file with CURO the following information for the duration of the operation of each CSG Facility:

(a) Owner name and address.

(b) Business address.

(c) Name of registered agent in Orleans Parish.

(d) General information on the facility including: location, DC and AC nameplate capacity, major equipment list, interconnection requirements, and any other relevant design details.

(e) Proof of liability insurance in an amount reasonably adequate to protect the public and the Utility against damages caused by the operation of each CSG Facility. The Council, through CURO or other designated agency, will establish minimum levels of liability insurance that shall be deemed reasonably adequate for CSG Facilities.

(f) Proof of registration "In Good Standing" with the Louisiana Secretary of State.

(g) Proof of professional licenses from all applicable regulatory agencies, such as the Louisiana State Licensing Board for Contractors.

(h) A copy of the Subscriber Organization's Occupational or General Business License obtained from the City of New Orleans' Bureau of Revenue.

(2) A Subscriber Organization shall maintain in its own files the following information for the duration of the operation of each CSG Facility:

(a) Subscriber information including: name, mailing address, address at which the Subscriber has an account for electric service with the Utility, and, where relevant, the data supporting a Subscriber's classification as a Low-Income Subscriber.

(b) Subscription information for each Subscriber including a copy of the contract, rates, fees, and terms and conditions.

(3) A Subscriber Organization shall provide the information in Section VI.B(2) to the Council upon request.

(4) A Subscriber Organization shall provide to the Council, within 10 business days, information requested by the Council concerning the operation of its CSG Facilities.

(5) Contracts between the Subscriber Organization and the Utility shall be a matter of public record and shall be filed with the Clerk of Council by the Subscriber Organization.

(6) A Subscriber Organization, and, where relevant, the third-party owner/developer, are responsible for ensuring that its CSG Facility is

constructed, maintained, and operated in compliance with all relevant local, state, and federal laws, rules regulations and standards, including, but not limited to, reliability, safety, zoning, permitting, occupational safety and health, and environmental laws, rules, regulations and standards, as well as adherence to the Utility's interconnection policies and procedures and these Rules.

(7) CURO shall maintain on the Council's website a list of Subscriber Organizations registered with the Council, the names of any Subscriber Organizations whose registrations have lapsed or been revoked by the Council, a copy of these Rules, and an explanation of how consumers may submit a complaint related to these Rules to the Council.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Community Solar Plan setting forth the Utility's plan for implementing these Rules including the Utility's program administration plan and relevant tariffs for compliance with these Rules.

B. CSG Facility Standard Interconnection Agreement

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Standard Interconnection Agreement for CSG Facilities, which shall be subject to the review and approval of the Council.

(2) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of Entergy's Distribution Design Basis/Standards DR7-01 and DR7-02.

(3) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of these Rules and shall describe any and all interconnection expenses, and other charges in conformity with the Rules.

C. CSG Facility Project Application Procedure

(1) Within 90 days from the effective date of the Rules, the Utility shall establish a CSG Facility application procedure in compliance with these Rules and applicable Council orders, and consistent with the CSG Facility Standard Interconnection Agreement.

(2) The Utility shall develop its CSG Facility application procedure in a manner designed to encourage achievement of the Council's community solar guiding principles, timely project development, and equitable allocation of the

Community Solar Program Capacity Limits and the CSG Facility Category Limits. In addition CSG Facility details necessary for the application, the application procedure shall require:

(a) Proof of Subscriber Organization registration with the Council;

(b) Proof of application for all applicable permits to construct and Operate the CSG Facility; and

(c) Proof of site control. The Utility shall accept as proof of site control: evidence of property ownership; an executed lease agreement; a signed option to purchase a lease; or an email from the property owner expressing interest in the project.

(3) A Subscriber Organization shall notify the Utility of the location, capacity and expected energy production of its proposed CSG Facility at the time it submits an interconnection request, or prior to soliciting subscriptions from potential Subscribers, whichever occurs first.

D. Processing of CSG Facility Applications

(1) The Utility shall process applications from Subscriber Organizations filed in accordance with the CSG Facility application procedure in the order in which the utility receives the application.

(2) Within 10 business days of receipt, the Utility shall notify the Subscriber Organization whether the application is complete. If the application is incomplete, the Utility shall provide a written list detailing all information that must be provided to complete the application.

(3) A Subscriber Organization receiving notice of an incomplete application shall revise and submit the required information within 10 business days after receipt of the list of incomplete information. Failure to submit the required information within 10 business days shall result in the application being rejected, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.

(4) The Utility shall notify a Subscriber Organization within 10 business days of receipt of a revised application whether the application is complete or incomplete.

(5) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.

(6) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.

(7) The Utility shall assign a unique identification number to each complete application and the application shall be deemed accepted into either the Application Queue or the Waitlist, as appropriate, as of the date the identification number is assigned.

(8) Application Queue—The Utility shall establish an Application Queue based on application acceptance date. An initial engineering review will be conducted by the Utility for each complete application.

(a) The Subscriber Organization shall have 45 days from the date of receipt of the initial review response to agree in writing to commence the required interconnection studies before the project is removed from the Application Queue.

(b) If the Subscriber Organization intends to pursue a group initial study for multiple projects, this intention shall be stated during the application process. The Subscriber Organization shall have 45 days to agree in writing to move forward with the required interconnection studies before the projects involved in the group are removed from the Application Queue.

(c) Failure to submit an executed study agreement within 45 days following receipt of the initial review shall result in the Subscriber Organization losing its place in the Application Queue for the affected project(s), but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future for the same project(s).

(d) Upon completion of required interconnection studies, the Subscriber Organization has 90 days to execute an interconnection agreement or be removed from the Application Queue. Following execution by the Subscriber Organization, the Utility will execute the interconnection agreement as well. Execution by the Utility at this point does not waive any further obligations of the Subscriber Organization to complete construction or testing as required by the Utility to grant permission to operate or render Notice of Satisfaction.

(9) Construction Queue—Upon execution of an interconnection agreement, the CSG Facility project will be added to the Construction Queue.

(a) If, within 18 months following execution of an interconnection agreement, a CSG Facility fails to begin operating, the Subscriber Organization shall provide to the Utility an initial deposit of $25 per kW for the project to remain in the Construction Queue.

(b) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 24 months of executing an interconnection agreement.

(c) If a CSG Facility fails to begin operating within 24 months of executing an interconnection agreement, the Subscriber Organization shall provide to the Utility an additional deposit of $25 per kW for the project to remain in the Construction Queue.

(d) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 36 months of executing an interconnection agreement, in which case the full deposit shall be forfeited by the Subscriber Organization.

(e) Deposit deadlines shall be tolled during periods in which the Subscriber Organization is not in control, such as during study timelines, interconnection upgrade construction, or waiting periods.

(10) Any forfeited deposits shall be credited back to Utility customers via the Fuel Adjustment Clause.

(11) The Utility's interconnection process shall include an analysis of any potential reliability impacts, positive or negative, of the interconnection of the CSG Facility at the requested location.

(12) If the Utility participates as a Subscriber Organization, it will have the same rules applied to it as any other Subscriber Organization.

(13) If the Utility or any of its affiliates participate as a Subscriber Organization, the Utility may not recover any portion of its CSG Facility costs through its base rates. If a Utility or any of its affiliates participate as a Subscriber Organization, it must not offer its own CSG Facility, or that of its affiliate any preferential treatment or benefit not available to other Subscriber Organizations.

E. Utility Data and Project Information

(1) The Utility shall designate a contact person, and provide contact information on its website for submission of all project application requests, and from whom information on the project application request process and the Utility's electric distribution system can be obtained.

(2) The Utility shall provide information, updated at least quarterly, on its website about the current status of the Community Solar Program and CSG Facility applications, including: name; address; date of application; interconnection

status; expected date of operation; percent of the project that is subscribed, and remaining available capacity by year in each program category. The Utility shall also include on its website a link to the Council's Community Solar web page.

(3) The Utility shall make reasonable attempts to assist all applicants with identifying means to locate and operate CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits at locations identified by applicants. If the Utility or any of its affiliates choose to participate as an owner/developer of a CSG Facility and/or a Subscriber Organization, the Utility must offer other owner/developer and Subscriber Organizations equal access to the information available to the Utility and its affiliates for locating and operating CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits so that neither the Utility's nor its affiliate's CSG Facility has preferential access to information inaccessible to other Subscriber Organizations.

(4) The information provided by the Utility on its website shall include studies and other materials useful to understanding the feasibility of interconnecting a CSG Facility on the Utility's electric distribution system, except to the extent providing the materials would violate security requirements, confidentiality agreements, or be contrary to law.

(5) The Utility may require an applicant to execute an appropriate confidentiality agreement prior to release or access to confidential or restricted information.

(6) The Utility shall monitor and review its distribution system to determine any adverse or beneficial effects resulting from each installed CSG Facility.

(7) The Utility shall maintain for the longer of ten years or the duration of the community solar program, the following information for each CSG Facility: recorded monthly peak output, monthly energy output, aggregate annual energy credited to Subscribers by rate class; aggregate annual amount of subscription credits provided to Subscribers by rate class; annual amount of unsubscribed energy output provided to the Utility; and annual amount paid by the Utility for unsubscribed energy. Subscriber monthly billing information should be maintained by the Utility consistent with the Utility's customer billing records retention policy.

F. Utility Reporting

(1) The Utility shall provide the Council with complete data, information, and supporting documentation necessary to monitor the Community Solar Program status, impact on operations, Subscriber and ratepayer impact, and other information upon request.

(2) By May 1 of each year, the Utility shall file an annual report with the Council on the Status of the Community Solar Program Including: (1) monthly energy (MWh) and capacity (MW) produced by the Community Solar Program, including each CSG Facility; (2) monthly cost of energy and capacity ENO purchases through the Community Solar Program, identifying bill credits separate from unsubscribed energy; (3) monthly $/MW and $/MWh of the capacity and energy purchased, (4) Utility fixed and variable costs by subaccount associated with administering the Community Solar Program; (5) Utility costs by subaccount associated with administering the consolidated billing portion of community solar; (6) balance and activity of the regulatory asset subaccount, including amortization, related to unrecovered consolidated billing costs; (7) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (8) any positive and negative impacts on the operation of the Utility's distribution system; (9) any benefits provided to the Utility's system by the Community Solar Program related to mitigating or recovering from storm events or other outages.

(3) The electric Utility shall maintain a list of projects and total program capacity, and shall provide the list to the Council by June 30 and December 31 of each year.

(4) The Utility shall publish on its website a rolling 24-month report of what the per-kWh and per-kW credit for energy and capacity was in order to assist customers seeking to evaluate whether to enter into or renew a contract with a CSG Facility.

G. Utility Cost Recovery and Charges

(1) Once the Utility's Community Solar Plan has been reviewed and approved by the Council, the Utility shall have a fair opportunity to receive full and timely cost recovery of costs incurred to implement and administer the Community Solar Program, and any non-reimbursed portion of program bill credit costs and unsubscribed energy costs.

(2) The Utility may not establish a separate surcharge fee or rate for recovery of any Community Solar program costs identified in Section VII.G.1. The specific mechanisms for Community Solar program cost recovery will be approved by a Council resolution based on the Council's review of the community solar tariffs proposed in the Community Solar Plan required under Section VII.A.1.

(3) The Utility may assess a Council-approved charge (the Utility Administrative Fee) to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the

Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. This charge shall not reflect costs that are already recovered by the Utility from Customers through other charges. The Utility may seek a revision of this charge no more frequently than once per year.

(4) The Utility's revenue and expenses associated with the Subscriber Organizations and the Community Solar Program Plan shall be identified separately in general ledger records and maintained in separate revenue and expense sub accounts. The Utility's incremental costs, including consolidated billing costs, shall be identified separately in general ledger records and maintained in separate sub accounts.

(5) Until a sufficient number of CSG facilities in the Application Queue are operational, the recovery of the Utility's incremental costs through a Utility Administrative Fee will be through the following procedure: (i) subsequent to the date the consolidated billing systems become operational, an interim Utility Administrative Fee at 3% of Allocated Credits will be set, applicable to all CSG facilities; (ii) potential revisions to the interim Utility Administration Fee will occur every twelve months thereafter; (iii) a six-month evaluation will include a review of all current data, and will provide the opportunity to resolve any incremental cost issues raised by parties prior to the next potential revision to the Utility Administrative Fee; (iv) in evaluating the operations of the recently completed twelve-months, the balance of incremental costs in excess of the proceeds from the interim Utility Administrative Fee will accrue in a regulatory asset subaccount at the Utility's before-tax Weighted Average Cost of Capital, that subaccount having no impact on ratepayers; (iii) each subsequent twelve-month potential revision to the Utility Administrative Fee will consider (a) the projected amount of CSG subscribed kWhs available for the Allocated Credits, (b) a comparison of actual proceeds received from the Utility Administrative Fee compared to the Utility Administrative Fee revenue estimated at the previous twelve-month review; (c) an amortization of the amount of unrecovered incremental costs accrued in the regulatory asset subaccount. The regulatory asset amortization amount will be adjusted by the Council as more data become available in subsequent twelve-month revisions to the Utility Administrative Fee. The amortization amount will also be dependent on the Council's decision regarding the amount of change to the interim Utility Administrative Fee.

VIII. SUBSCRIPTION CREDITS

A. Subscriber Organizations are required to provide real time reporting of production as specified by the Utility. For CSG Facilities greater than 250 kW, the Subscriber

Organization shall provide real time electronic access to production data. The Utility may require different real time reporting for CSG Facilities 250 kW and smaller.

B. To enroll a Subscriber in a CSG Facility a Subscriber Organization shall provide the following to the Utility at least two months prior to the desired month in which the Subscription would take effect:

(1) Subscriber name;

(2) Subscriber Service Address;

(3) Subscriber Utility account number;

(4) Designation as either a Low-Income Subscriber (along with documentation supporting this designation) or a non-Low Income Subscriber;

(5) Subscriber's allocated percentage of the CSG facility;

(6) Subscriber's status as either Dual Billing or Net Crediting Consolidated Billing in conformity with the Subscription contract;

(7) Subscriber's Guaranteed Savings Rate (10%, 15%, or 20%), if applicable.

C. Each month, before the date specified by the Utility, the Subscriber Organization will provide the Utility a Subscriber report for each of its CSG Facilities detailing each Subscriber's percentage allocation of the CSG Facility output. The Utility shall rely on this report each month as the definitive source of information to be used in calculating the Allocated Credits and, if applicable, Net Credits for the monthly output of the CSG Facility. The monthly report shall follow a standard format specified by the Utility in order to integrate data into the Utility's billing system. The monthly report shall also include the amount of the CSG Facility's capacity that remains unsubscribed.

(1) If a Subscriber's Utility account is closed, the Utility will advise the Subscriber Organization. The Subscriber Organization shall immediately remove the Subscriber from the monthly Subscriber report for all CSG Facilities.

(2) In the case of temporary disconnection for non-payment, any Net Credits that a Subscriber accrues during the disconnected period will appear on the next bill following reconnection.

D. The Utility shall calculate the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the Utility metered Output of the CSG Facility.

E. The Utility shall calculate and render Allocated Credits and Net Credits for each Subscription, as appropriate, using the most recently updated monthly Subscriber report and CSG Facility Output data on a two-month lag.

> **Example**: the Allocated Credits and Net Credits for Subscribers listed on a Subscriber report as participating in February would be calculated after receipt of actual CSG Facility Output for February. These Allocated Credits or Net Credits would appear on the Subscriber's April Utility bills. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, the Utility would remit the Subscriber Organization's portion of the Allocated Credits less the Utility Administrative Fee in April.

If a Subscriber fails to pay their electric Utility bill in full for any month for which the Subscriber Organization's portion of the Allocated Credits for that Subscriber have already been remitted to the Subscriber Organization, the Utility shall debit on a future remittance to the Subscriber Organization an amount equal to the Subscriber Organization's portion of the Allocated Credits for that Subscriber for the month in which the Subscriber failed to make a payment. Following receipt of payment from a Subscriber for the total amount of the electric Utility bill that was previously unpaid, the Utility shall reverse the debit on a future remittance to the Subscriber Organization. If a future remittance to the Subscriber Organization is not anticipated by the Utility, the Utility shall bill the Subscriber Organization appropriately, to reflect the net effect of the Subscribers non-payment.

F. For Net Crediting Consolidated Billing Subscribers, the Net Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Net Credit and the associated information necessary to calculate the Net Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, CSG per kWh credit rate, and Guaranteed Savings Rate. For example:

CSG Net Credit … (900 kWh @ $0.1350) * 10% Guaranteed Savings .. $ -12.15

G. For Dual Billing Subscribers, the Allocated Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Allocated Credit and the associated information necessary to calculate the Allocated Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, and CSG per kWh credit rate. For example:

CSG Allocated Credit … ……900 kWh @ $0.1350 .. $ -121.50

H. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, Payments to Subscriber Organizations of their portion of Allocated Credits shall be accompanied by statements showing for each Subscriber the Guaranteed Savings Rate, monthly kWh allocation of the CSG Facility Output, Allocated Credit, applied Net Credit, and the Utility Administrative Fee.

I. The CSG per kWh credit for all Subscribers that do not qualify as Low Income Subscriber will be the full retail rate, including all rider schedules that would be applicable to the Subscriber on a per kWh basis. The CSG per kWh credit rate for Low-Income Subscribers shall be the full retail rate, including all applicable rider schedules that would be applicable to the Low-Income Subscriber on a per kWh basis, plus 2.0 cents/kWh.

J. The appropriate CSG credit will be applied to the bill of each Subscriber on a kWh basis.

K. The Subscription monthly bill credit so determined will apply to each Subscriber irrespective of the customer class tariff under which the Subscriber receives service from the Utility, and will apply to all Subscribers in a CSG Facility.

L. If, in a monthly billing period, the billing credit associated with the Subscription of a Subscriber exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a dollar amount bill credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be from the Utility for any remaining bill credits associated with the Subscriber's Subscription.

M. The Utility shall retain a record of CSG Facility kWh applied to each Subscriber's account for a period of three years.

IX. UNSUBSCRIBED ENERGY

A. The Utility will pay a Subscriber Organization for up to 20 percent of the monthly energy produced by a CSG Facility and delivered to the Utility if such energy is not allocated to a Subscriber of the CSG Facility.

B. The rate per kWh to be paid for net deliveries to the Utility, pursuant to Section IX.A, shall be the Utility's estimated avoided energy costs for the appropriate time period from the Utility's most recent biennial filing with the Clerk of Council of the City of New Orleans pursuant to the Public Utilities Regulatory Policies Act of 1978, Section 210.

X. LOW-INCOME CUSTOMER VERIFICATION

A. The operator of a low-income multi-family dwelling unit may apply to the Council to qualify as a Low-Income Subscriber for the purposes of the Community Solar Program. The operator should demonstrate to the Council that the Subscription Credits will be credited to the tenants of the low-income multifamily dwelling.

B. A Subscriber Organization shall certify to the Utility in writing that the Subscriber Organization has verified the eligibility of all Low-Income Subscribers needed to qualify for the program prior to receiving permission to operate from the Utility.

C. A Subscriber Organization shall accept as proof of income to verify Low-Income Customer status (1) a W-2 form or tax return for the previous calendar year demonstrating income at or below 60% of median family income for the New Orleans-Metairie area according to the most recent guidelines available through the United States Department of Housing and Urban Development, or at or below 60% of the estimated median income for the state according to the most recent guidelines available through the Louisiana Housing Corporation, or (2) evidence of enrollment in any federal, state, or local assistance program that limits participation to households whose income is at or below sixty percent (60%) of the Area Median Income for the New Orleans-Metairie area.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

A. A Subscriber may release all or part of their Subscription back to the Subscriber Organization for transfer to any person or entity who qualifies to be a Subscriber in the CSG Facility.

B. A Subscriber who desires to transfer all or part of his or her Subscription to another eligible Customer desiring to purchase a Subscription may do so only through the Subscription Organization and in compliance with the terms and conditions of the Subscription contract and the transfer will be effective in accordance therewith.

C. If the CSG Facility is fully subscribed, the Subscriber Organization shall maintain a waiting list of eligible Customers who desire to purchase Subscriptions. The Subscriber Organization shall offer the Subscription of the Subscriber desiring to transfer their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.

D. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, however, the Subscriber must adjust their Subscription so that it does not exceed 100 percent the Baseline Annual Usage at the new location and release any portion of their Subscription beyond that level back to the Subscriber Organization. A Subscriber Organization may not charge an unreasonable transfer fee to such a Customer.

E. The Subscriber Organization and the Utility shall jointly verify that each Subscriber is eligible to be a Subscriber in the CSG Facility. The CSG Facility Subscriber enrollment records shall include, at a minimum, the Subscriber's name and Utility Account number, the percentage share owned by the Subscriber, the effective date of the ownership of that Subscription, and the premises to which the Subscription is attributed for the purpose of applying billing credits. Changes in the Subscriber enrollment records shall be communicated by the Subscriber Organization to the Utility, in written or electronic form, as soon as practicable, but on no less than a monthly basis.

F. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council. However, to ensure that Subscriber Organizations are acting fairly and transparently, the Subscriber Organizations must provide materials to the potential Subscriber clearly showing the Subscription cost.

G. To ensure fairness and transparency regarding the transfer of subscriptions and Subscription Credits, the Utility, in consultation with the Council and its Advisors will develop a process and requirements therefor. The Subscriber Organization will be responsible for any costs associated with the transfer of subscriptions and/or Subscription Credits.

XII. RENEWABLE ENERGY CREDIT OWNERSHIP

A. Subscribers are not customer generators.

B. The ownership and title to all renewable energy attributes or Renewable Energy Credits associated with the CSG Facilities shall belong to the individual Subscribers.

C. The Subscriber Organization may enter into an agreement with Subscribers to transfer ownership of RECs from the Subscriber to the Subscriber Organization. Any such agreement to transfer ownership of the RECs must be included in the subscription agreement in terms that can be easily understood, and must be highlighted, clearly stated, and initialed by the Subscriber.

XIII. CONSUMER PROTECTION & DISCLOSURE

A. Unauthorized Subscriptions.

(1) No person shall subscribe a Customer to a community solar energy generation system without the Customer's express written consent.

(2) A Subscriber Organization may not add a new charge for a new service, existing service, or service option not described in the Subscriber's contract with the Subscriber Organization without first providing written notice to the Subscriber and providing them an opportunity to terminate their Subscription without penalty if the new charge is unacceptable to the Subscriber.

B. Discrimination Prohibited.

(1) A Subscriber Organization may not discriminate against any Customer, based wholly or partly on race, color, creed, national origin, or gender of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

(2) A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to the Subscriber Organization's economic and business purpose.

C. Prohibition of Unfair, Deceptive, or Abusive Acts or Practices.

(1) Each Subscriber Organization shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices.

(2) Each Subscriber Organization shall regularly examine and consider the possibility of unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including, but not limited to, marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

(3) Subscriber Organizations shall not harass or threaten consumers and should avoid high-pressure sales techniques. Subscriber Organizations should not take advantage of a consumer's lack of knowledge, and if they become aware that a consumer clearly misunderstands a material issue in a community solar transaction, they should correct that misunderstanding. Consumer questions must be answered honestly, Subscriber Organizations may not make any statements to consumers that are false or without a reasonable basis in fact.

D. Limitation of Liability

(1) In the event of the failure, termination, or disqualification of a CSG Facility or Subscriber Organization, Subscribers' liability will be limited only to loss of the funds that they commit to invest in a community solar project.

E. Advertising, Marketing, and Solicitations.

(1) Advertising Permitted.

(a) A Subscriber Organization may advertise its services.

(b) A Subscriber Organization may not engage in an advertising, marketing or trade practice that is unfair, false, misleading, or deceptive.

(c) All advertising claims must be supported by factual, verifiable sources. Advertising claims should avoid underestimating costs, overestimating performance and overvaluing financial and incentive benefits.

(d) Subscriber Organizations should be familiar with all advertising laws, rules, regulations, and guidance, including federal, state, and local guidance on advertising and marketing.

(e) Prices quoted must be accurate and complete, including, but not limited to disclosure as to any initial pricing incentives, such as "teaser rates" that include future price increases, and whether the quoted price includes any price incentives, such as government tax incentives or utility program incentives, and the terms of eligibility for such incentives.

(f) Any projections of future utility prices presented by a Subscriber Organization or its Agents to consumers must be based on accepted sources and methods. They must be clearly identified, verifiable, and be based on one or more of the following sources:

(i) Energy Information Agency ("EIA") data from the Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar EIA publications for the state in which the system is located;

(ii) Council resolutions, orders, publications, or filings with the Council by the Utility;

(iii) Industry experts or other qualified consultants; or

(iv) Other similar reliable sources qualified by the Council or CURO office.

(g) Accepted methods for Utility electricity price projections include:

(i) If based on historical data for the utility servicing the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;

(ii) If based on projections of third-party sources, then it must be an accurate representation of any data within the timeframe of the source of the data, and when projecting beyond the timeframe of the source data, a combined average growth rate projection using a time period that is the greater of source data timeframe or five years.

(h) Any endorsements of the Subscriber Organization or its products or services by individuals used in any media format either owned by the Subscriber Organization or initiated or sponsored by the Subscriber Organization through media owned by a third party must be authorized by the endorser, accurate, genuine, in proper context, and without misrepresentation, whether the misrepresentation is affirmative or by omission. It must be clear as

to whether the endorser is providing an opinion as a consumer with true firsthand experience, as an expert, or as a spokesperson, and transparent as to whether any connections exist between the endorser and the Subscriber Organization beyond that which a consumer would ordinarily expect.

(2) Marketing.

(a) A Subscriber Organization's marketing or solicitation information shall include the name under which the Subscriber Organization is registered with CURO.

(b) A Subscriber Organization may use an Agent to conduct marketing or sales activities. A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing performed by its Agent while marketing or selling Subscriptions on behalf of the Subscriber Organization.

(c) Subscriber Organizations and their Agents must follow all applicable marketing laws, such as the National Do Not Call Registry, the CAN-SPAM Act of 2003, etc.

(d) Door-to-door marketing and sales: A Subscriber Organization may not permit a person to conduct door-to-door marketing on its behalf until it has obtained and reviewed a criminal history record. Subscriber Organizations shall be solely responsible for carefully screening individuals used for door-to-door marketing purposes to include only those individuals having no history of fraudulent conduct or violent behavior.

(e) A Subscriber Organization must issue an identification badge to any persons conducting door-to-door sales on its behalf to be worn and prominently displayed when conducting door-to-door activities or appearing at public events on behalf of the Subscriber Organization. The badge must accurately identify the Subscriber Organization and display the employee or Agent's full name and photograph. When conducting door-to-door activities or appearing at a public event, the Subscriber Organization's employees and Agents may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with a utility, government agency, or another Subscriber Organization.

(f) A Subscriber Organization shall ensure the training of its employees and Agents on the following subjects:

(i) Local, state and federal laws and regulations that govern marketing, telemarketing, consumer protection, and door-to-door sales as applicable to the relevant types of marketing and jurisdictions;

(ii) The consumer protections set forth in these Rules, including the prohibition on unfair, deceptive, or abusive acts or practices; and

(iii) The Subscriber Organization's products, services, and contracts.

(g) Geographic marketing permitted.

(i) A Subscriber Organization may market services on a geographic basis.

(ii) A Subscriber Organization is not required to offer services throughout an electric company's entire service territory.

(iii) A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.

F. Creditworthiness.

(1) A Subscriber Organization shall apply uniform income, security deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that the Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by low-income retail electric Customer.

G. Subscriber Funds

(1) Subscriber funds, including deposits, collected by the Subscriber Organization in advance of commercial operation of a CSG Facility, shall be held in escrow. The escrow shall be maintained by its terms until such time as the CSG Facility commences commercial operation as certified by Utility acceptance of energy from the CSG Facility.

H. CSG Facility Reporting

(1) Production from the CSG Facility shall be reported by the Subscriber Organization to its Subscribers at least monthly. To facilitate the tracking of production data by Subscribers, Subscriber Organizations are encouraged to provide website access to Subscribers showing real time Output from the CSG Facility, if practicable, as well as historical production data.

I. Required Disclosures

(1) Contract Summary.

(a) Prior to the time that a contract for a Subscription to a community solar project is executed, a Subscriber Organization shall present the Customer with a completed Contract Summary Disclosure using the form that is approved by the Council. A Customer shall be allowed no less than three days to review the Contract Summary Disclosure prior to execution of the contract and the terms of the contract offered to the Customer may not be changed during that three-day period. At a minimum, the Contract Summary must include:

(i) Start and end date of the contract.

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of when Customer may cancel renewal without penalty.

(iii) Ability of Customer to terminate early, early termination penalty, if any.

(iv) Ability of developer to terminate contract early, and any remedy provided to Customer.

(v) Ability of Customer to transfer Subscription to another consumer. Ability of Customer to transfer bill credit to new address in ENO service territory.

(vi) All one-time payments or charges, including any deposit.

(vii) All recurring payments or charges.

(viii) All penalties or fees to which the Customer may be subject.

(ix) Total amount to be paid by Customer under contract.

(x) Billing and payment procedure.

(xi) Whether Customer owns or leases the solar panel or capacity;

(xii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable

Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, the Subscriber may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject.

(xiii) Contact information of developer where Customer may call with questions. Must include physical address, telephone number and email address.

(xiv) Address, phone number and email contact information for the CURO, as well as the address of the Council's community solar webpage.

(xv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.

(xvi) Notice that contract does not include Utility charges.

(xvii) Notice that developer makes no representations or warranties concerning the tax implications of the contract and Customer should consult a tax professional for such information and advice.

(b) The Customer shall initial a copy of the Contract Summary Disclosure to acknowledge receipt of the Contract Summary.

(2) Notice of Subscription.

(a) A Subscriber Organization shall provide notice of Subscription of a Customer to the utility in a format consistent with Council orders.

(b) A Customer entering into an agreement with a Subscriber Organization shall receive written notice of enrollment from the Subscriber Organization and the Utility.

(c) Notice of enrollment shall include the following:

(i) Customer name;

(ii) Customer service address;

(iii) Billing name;

(iv) Billing service address;

(v) Utility name;

(vi) Utility account number;

(vii) Subscriber Organization name;

(viii) Subscriber Organization account number; and effective date of the enrollment.

J. Contracts for Customer Subscription in a Community Solar Project

(1) Minimum Contract Requirements: A Subscriber Organization's Subscription contract shall contain all material terms and conditions, stated in plain language, including the following:

(a) A description of the transaction, including:

(i) Whether the Subscriber will own or lease a portion of the community solar project;

(ii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, it may not lawfully make any claims about the renewable energy nature of the generation at the Community Solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject. The statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project shall be clearly stated, highlighted and initialed by the Subscriber.

(iii) A statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time; and

(iv) Notice that the contract does not include utility charges.

(b) The Subscriber Organization's obligation to maintain its registration with the Council for the duration of the contract.

(c) Term of the contract, including:

(i) Start and end date of the contract;

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of procedure for consumer to cancel renewal without penalty;

(iii) Ability of consumer to terminate early and the corresponding early termination penalty, if any;

(iv) Ability of developer to terminate contract early, and any corresponding remedy to be provided to the consumer, if any.

(d) Transferability and portability.

(i) The ability of the consumer to transfer Subscription to another consumer.

(ii) The ability of the consumer to transfer the bill credit to a new address within the same Utility service territory.

(e) The ability of the consumer to reduce the size of their commitment and any fees or penalties related thereto.

(f) The total amount to be paid by the consumer under the contract, including:

(i) A clear statement of the total amount;

(ii) A listing of all one-time payments or charges, including any deposit, and whether the deposit is refundable;

(iii) A listing of all recurring payments or charges (monthly, annually, etc.);

(iv) A listing of any penalties or fees to which the consumer may be subject and the conditions under which such penalties or fees would be applied.

(g) Billing and payment procedure.

(h) The data privacy policy of the Subscriber Organization, including what data will be collected, for what purpose and to whom the developer may disclose the data.

(i) Evidence of insurance.

(j) A long-term maintenance plan for the project.

(k) The current production projections for the project and a description of the methodology used to develop production projections.

(l) Contact info of Subscriber Organization where consumer may call with questions, including the physical address, telephone number and email address of the Subscriber Organization.

(m) Notice that the Subscriber Organization makes no representations or warranties concerning the tax implications of the contract and consumers should consult their tax professional.

(n) Any other terms and conditions of service.

K. Disclosure of Subscriber Information.

(1) Except as provided under these Rules, or otherwise ordered by the Council, a Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information, without the Subscriber's written consent.

(2) A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.

(3) A Subscriber Organization shall provide a Customer with a copy of the Subscriber Organization's Customer information privacy policy.

(4) A Subscriber Organization shall treat information received from prospective Customers, including those who do not subscribe, in accordance with provisions (a) and (c) of this section.

L. Disconnection and Reconnection.

(1) The Utility's disconnection and reconnection policies shall only apply with respect to Utility charges on the Subscriber's bill. Failure by the Subscriber to pay their Subscription Fee to the Subscriber Organization (whether through Dual Billing or Net Crediting Consolidated Billing) shall not result in disconnection of the customer for nonpayment, neither shall payment of the outstanding Subscription Fees be required to reconnect a Subscriber. All revenues received by the Utility from Subscribers under Net Crediting Consolidated Billing shall be applied first to Utility charges and second to the Subscriber's Subscription Fee.

XIV. ENFORCEMENT OF THESE RULES

(1) CURO, with the assistance of a Hearing Officer, as necessary, may impose a penalty on the Council's behalf for any violation of these rules of up to $1000

per violation and may, if appropriate in light of the particular violation, void a Subscriber's contract with a Subscriber Organization and require the Subscriber Organization to refund any monies paid by the Subscriber as a remedy for a violation of these provisions.

(2) Any person who believes that the Utility or a Subscriber Organization has violated the provisions contained herein in a manner that aggrieves that person may send a written description of the alleged violation to the Council, through its CURO. The written description shall include the name of the Utility or Subscriber Organization ("Respondent"), a concise description of the alleged violation, and the complaining person's ("Complainant") name and contact information.

(3) CURO may, request and obtain additional information regarding the alleged violation from the Complainant and the Respondent. CURO shall also notify the Respondent formally of the complaint, assess whether the Complainant has informed the Respondent of his or her complaint and whether the Respondent has had an opportunity to resolve the issue to the Complainant's satisfaction without CURO or Council intervention.

(4) If, based on the information obtained by CURO, the CURO finds there is cause to believe a violation of the Council's regulations may have occurred, the Complainant and Respondent have not been able to resolve the issue without Council intervention and the Respondent wishes to challenge the complaint, CURO shall refer the matter to a Hearing Officer who shall conduct a process to allow both parties a fair opportunity to present their evidence and arguments and the Hearing Officer will render a decision as to whether a violation occurred and what the penalty should be. If the Respondent admits to the complaint, CURO may impose the authorized penalty on the Council's behalf.

(5) Either the Complainant or the Respondent may appeal the decision of CURO and/or the Hearing Officer to the Council.

(6) Should CURO and/or the Hearing Officer determine that the behavior complained of cannot be adequately remedied by a penalty of up to $1000 and/or voiding the contract between Subscriber and Subscription Organization and requiring refund of any monies paid by the Subscriber, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter and exercise its penalty authority as appropriate in light of the circumstances.

(7) Should CURO and/or the Hearing Officer observe a pattern of continued violations of these rules by the Utility or a Subscriber Organization ‑that is undeterred by the application of the remedies the Council has authorized CURO and the Hearing Officer to impose, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter, and exercise its penalty authority as appropriate in light of the circumstances.

(8) All other contract or legal disputes that arise between Subscribers, the Subscriber Organizations, and/or the Utility not pertaining to a violation of these provisions shall be brought in the appropriate city or district court in the City of New Orleans. CURO shall provide the Council with annual reports on consumer complaints related to the program.

MOTION

NO. M-26-284

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL

SECONDED BY:

BE IT MOVED BY THE CITY COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, regarding fence and wall regulations to add the neighborhoods of Lake Terrace and Lake Oaks to Section 21.6.N.2.a and to delete Section 21.6.N.4.

BE IT FURTHER MOVED, That the application fee in the amount of $1,500.00 and the Project Neighborhood Participation Program requirement are hereby waived.

BE IT FURTHER MOVED, That in the process of studying and reviewing the proposed amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, or appropriate, to make appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION OF THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-26-285

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL

SECONDED BY:

A MOTION recognizing the anniversary of Hurricane Katrina, one of the worst man-made disasters in our nation's history that caused inconceivable devastation and immense hardship and heartbreak here in New Orleans and throughout the Gulf Coast region.

WHEREAS, on August 23, 2005, a tropical depression formed southeast of the Bahamas and became Tropical Storm Katrina on August 24, 2005, the 11th tropical storm of the season and the third strongest hurricane to hit the United States in its history at the time; and

WHEREAS, by the evening of August 25, when Katrina made landfall north of the Broward-Miami-Dade County line, it had intensified to a Category 1 hurricane, but after passing over Florida, the storm again weakened and was reclassified as a tropical storm; as it moved over the Gulf of Mexico, the storm increased in strength and on August 28, the storm was upgraded to a Category 5 hurricane, with maximum sustained wind speeds ultimately reaching 175 miles per hour; and

WHEREAS, on the morning of August 29, 2005, Hurricane Katrina made landfall southeast of New Orleans in Buras, Louisiana, destroying the coastline with estimated storm surges of 15 to 19 feet from New Orleans East to St. Bernard and Plaquemines parishes; though downgraded to a Category 3, the storm's relatively slow forward movement covered the region with significant rainfall; and

WHEREAS, in the early morning hours on August 29, the U.S. Army Corps of Engineers received a report that water had broken through the concrete flood wall between the 17th Street Canal and the city, with the Industrial Canal later breaching and flooding the Lower Ninth Ward; in 2006, the U.S. Army Corps of Engineers, responsible for the design of the levee system in New Orleans, acknowledged that outdated and faulty engineering practices used to build the levees led to a majority of the flooding that occurred due to Katrina; and

WHEREAS, by late afternoon, the breaching of the London Avenue Canal levees caused 80% of New Orleans' neighborhoods to be inundated with rising floodwaters, reaching upwards of 15 feet in depth; and

WHEREAS, roughly 100,000 people were tragically trapped in the city when the storm hit—due in large part to late evacuation notices and lack of transportation—with many taking refuge in the New Orleans Superdome and the Ernest N. Morial Convention Center; and

WHEREAS, this man-made disaster resulted in the deaths of 1,833 people regionally and left millions homeless in New Orleans and along the Gulf Coast of Louisiana, Mississippi and Alabama; according to the National Oceanic and Atmospheric Administration, Katrina is the costliest U.S. hurricane on record, inflicting upwards of $160 billion in total damages; and

WHEREAS, Hurricane Katrina had an overwhelming impact on the City of New Orleans and our people; the mass exodus from New Orleans and the Gulf Coast during and after Katrina represented one of the largest and most sudden relocations of people in U.S. history with an estimated 1.2 million Louisianans being displaced for months or even years, and thousands never returning to their homes; and

WHEREAS, in addition to the tragic loss of life and abundant displacement, the storm caused severe damage to businesses, infrastructure, and housing and left behind standing water, oil pollution, sewage, and other environmental hazards; and

WHEREAS, the storm further exposed major gaps in the U.S. emergency management response and highlighted the importance of infrastructure resilience with storm impacts continuing to be felt in New Orleans as ongoing efforts to rebuild and recover continue even twenty years later; and

WHEREAS, the storm serves as a stark and chilling reminder of the destructive power of extreme weather events and the importance of disaster preparedness; nevertheless, our city remains united in compassion for the victims and in resolve to overcome the tremendous impacts through perseverance and thoughtful action to address systemic failures; and

WHEREAS, the City Council adopted Motion No. M-25-505 on September 25, 2025, establishing the 2026 Holiday schedule for City Government; and

WHEREAS, the Council desires to amend this schedule to include a Day of Remembrance acknowledging the devastating impacts and loss of life resulting from Hurricane Katrina to be recognized on August 28, 2026, without adverse impact on the City budget or ability to provide services to the public; **NOW, THEREFORE,**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the holiday schedule for City Government for the year 2026 is hereby amended to include the following additional holiday:

HOLIDAYS	**DATE OF OBSERVANCE**	**DAY OF THE WEEK**
Hurricane Katrina Remembrance	August 28, 2026	Friday

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-26-287

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's appointment of Damien Lebouef (vice Edward Levert, Jr.) as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2029, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Damien Lebouef, the Delgado Albania Plantation Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

APPOINTMENT QUESTIONNAIRE

Nominee Contact Information

Nominee Name: Michael M Kerrigan

Mailing Address: [redacted] New Orleans LA 70124

Domicile Address: [redacted] New Orleans LA 70124

Email Address: Bigspeckon@aol.com

Employer Name and Address: Specialty Maintenance & Repair Technology LLC [redacted] New Orleans LA 70124

Preferred Telephone Number: 504 388-4045

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: Orleans

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: Board Member

Nominating entity or entity which nominee will represent: Delgado Albania Plantation Commission

Name of nominee: Michael M Kerrigan

Domicile address (street name and zip code only): Colbert St (Street Name) 70124 (Zip Code)

Do you claim a homestead exemption at this address? Yes: ☑ No: ☐

Month and year of birth: 12/1955

Are you registered to vote in Orleans Parish? Yes: ☑ No: ☐

City Council district in which you are registered to vote: A

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

LSU 1975

Our Lady of Holy Cross 1976

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

Specialty Maintenance & Repair Technology LLC

President / Owner: Manufacturers Agent / Industrial Contractor / Project Manager

Sugar mill supplier & power generation maintenance contractor

1984 to present

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

None

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

No

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

No

Do you hold an elected office? If yes, please identify the office and your title:

No

Are you currently a candidate for any elective office? If yes, please identify the office:

No

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

No

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

No

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

New Orleans Rugby Football Club

Ancient Order of Hibernians

Spring Branch Hunting Club

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: ☑ No: ☐

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

No

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

No

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

No

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes ☑ No ☐

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this 16 day of July, 2026

Nominee Signature

Notary Public
Commission Expires: at death
Julia Zuckerman
LSBA # 37359

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of the Mayor - Intergovernmental Relations

Name of Contact Person: Chuck Toney

Telephone Number: (504) 658-4944

Email Address: Charles.Toney@nola.gov

Initials of Sponsoring Councilmember(s): JPM

DETAILED SYNOPSIS OF THE MOTION

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

Ratifies, confirms, and approves the Mayor's appointment of Damien Lebouef

(vice Edward Levert, Jr.) to the Delgado Albania Plantation Commission,

effective upon approval by the Council of the City of New Orleans,

for a term ending June 30, 2029.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-26-288

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's appointment of Michael Kerrigan (vice Marc Kullman) as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2030, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Michael Kerrigan, the Delgado Albania Plantation Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

APPOINTMENT QUESTIONNAIRE

Nominee Contact Information

Nominee Name: Michael M Kerrigan

Mailing Address: [redacted]

Domicile Address: [redacted]

Email Address: Bigspeckon@aol.com

Employer Name and Address: Specialty Maintenance & Repair Technology LLC [redacted] New Orleans LA 70124

Preferred Telephone Number: 504 388-4045

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: Orleans

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: Board Member

Nominating entity or entity which nominee will represent: Delgado Albania Plantation Commission

Name of nominee: Michael M Kerrigan

Domicile address (street name and zip code only): Colbert St (Street Name) 70124 (Zip Code)

Do you claim a homestead exemption at this address? Yes: ☑ No: ☐

Month and year of birth: 12/1955

Are you registered to vote in Orleans Parish? Yes: ☑ No: ☐

City Council district in which you are registered to vote: A

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

LSU 1975

Our Lady of Holy Cross 1976

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

Specialty Maintenance & Repair Technology LLC

President / Owner: Manufacturers Agent / Industrial Contractor / Project Manager

Sugar mill supplier & power generation maintenance contractor

1984 to present

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

None

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

No

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

No

Do you hold an elected office? If yes, please identify the office and your title:

No

Are you currently a candidate for any elective office? If yes, please identify the office:

No

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

No

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

No

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

New Orleans Rugby Football Club

Ancient Order of Hibernians

Spring Branch Hunting Club

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: ☑ No: ☐

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

No

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

No

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

No

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes ☑ No ☐

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this 16 day of July, 2026

Nominee Signature

Notary Public
Commission Expires: at death
Julia Zuckerman
LSBA # 37359

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of the Mayor - Intergovernmental Relations

Name of Contact Person: Chuck Toney

Telephone Number: (504) 658-4944

Email Address: Charles.Toney@nola.gov

Initials of Sponsoring Councilmember(s): JPM

DETAILED SYNOPSIS OF THE MOTION

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

Ratifies, confirms, and approves the Mayor's appointment of Michael Kerrigan

(vice Marc Kullman) to the Delgado Albania Plantation Commission,

effective upon approval by the Council of the City of New Orleans,

for a term ending June 30, 2030.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-26-289

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Mayor's reappointment of Charley Richard as a member of the Delgado Albania Plantation Commission, effective upon approval by the Council of the City of New Orleans, for a term ending on June 30, 2031, be, and the same is hereby ratified, confirmed, and approved.

BE IT FURTHER MOVED, That the Clerk of Council shall immediately provide a certified copy of this motion to Charley Richard, the Delgado Albania Plantation Commission, the Law Department, and the Mayor's Office of Intergovernmental Affairs.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

APPOINTMENT QUESTIONNAIRE

STATE OF LOUISIANA

PARISH OF: ___Orleans_____

Nominees for the appointments to any board, commission or public body must complete this form and submit it to the City Council Research Office to be considered for appointment. Please answer **ALL** questions and submit the notarized original document; copies will not be accepted.

References: Sec. 2-87.1 of the Code of the City of New Orleans and City Council Rule 15.

Public body to which nominated: Delgado Albania Plantation Commission

Nominating entity or entity which nominee will represent: Charley Richard

Domicile address : [redacted]

Street Name Zip Code

Do you claim a homestead exemption at this address? Yes:X ☐ No: ☐

Month and year of birth: January 1950

Are you registered to vote in Orleans Parish? YesX ☐ No: ☐

City Council district in which you are registered to vote: A

APPOINTMENT QUESTIONNAIRE

Education: List institutions, dates attended, degree(s) received, and date(s) granted:

Nicholls State University, 1967-1970. BS degree, 1970

Louisiana State University. 1970-1972. MS degree. 1972

Louisiana State University. 1972-1975. Ph.D. 1975

Employment: List all employment during the past two years, including name of employer, location, job title(s), job description(s) and dates of employment:

C. Richard & Associates, LLC, self employed. ·New Orleans, LA. Owner. Research and Consulting in the International Sugar Industry. 2001 to present.

Government Experience: List any experience in or association with federal, state, or local governments, including paid and unpaid employment, advisory, honorary, volunteer, or other service or positions:

None

Do you, any member of your immediate family, or employer have any interest in any matter that is presently, or that you have reason to believe may come before the board, commission, or authority to which you are proposed to be appointed? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

Do you, any member of your immediate family, or your employer have a contract with, or have any financial interest in any contract or transaction with the board, commission, authority to which you are nominated, or any other department, board, commission, or agency of the City of New Orleans, the Sewerage and Water Board of New Orleans, or the City Council? If yes, please explain:

None

Are you a public employee? If yes, please identify the government entity and your position:
(Note: Home Rule Charter sec. 9-106 prohibits any board/commission member from public employment compensated by the City of New Orleans.)

No

Do you hold an elected office? If yes, please identify the office and your title:

No

Are you currently a candidate for any elective office? If yes, please identify the office:

No

APPOINTMENT QUESTIONNAIRE

Have you previously held public office? If yes, please identify the office and dates held:

No

Do you serve on any other government board, commission, committee or authority? If yes, please identify the board, commission, committee or public body, the nature of its authority, and amounts of any compensation received.

Mid City Security District. Treasurer. No Compensation

Memberships: List all memberships, including offices, held in professional, fraternal, scholarly, civic, charitable, or other organizations

Member International Soceity of Sugar Cane Technologists

American Society of Sugar Cane Technologists

American Society of Sugar Beet Technologists

Mid City Neighborhood Organization

Do you agree to adhere to the provisions of the Code of Ethics for the City of New Orleans (Chapter 2, Article VII, Division 3 of the Code of the City of New Orleans), a copy of which is available at https://www.nola.gov/nola/media/City-Council/Files/City-of-New-Orleans-Code-of-Ethics.pdf?

Yes: [X] No: [ ]

APPOINTMENT QUESTIONNAIRE

Have you ever been convicted, pled guilty, or pled nolo contendere to any local, state, or federal crime other than a traffic violation? If yes, please explain:

No

Have you ever received a final judgment for any violation of City of New Orleans or Louisiana ethics laws, professional license regulations, or a final judgment for administrative adjudication proceedings, other than for parking violations? If yes, please explain:

No

Do you, any member of your immediate family, or your employer have any financial interest in any claim or pending lawsuit against the City of New Orleans, or any of its boards, commissions or public bodies? If yes, please explain:

No

Are you delinquent in the payment of any taxes, fees, fines (other than traffic or parking violations), or judgments to the City of New Orleans? If yes, please explain:

No

APPOINTMENT QUESTIONNAIRE

If requested, are you willing to appear before a Council committee to testify and bring any pertinent documents which may be requested? Yes ☐ XX ☐

NOTE — During the term of your appointment:

- **You are under a continuing obligation to inform the City Council Governmental Affairs Committee, or its successor, should any of the information submitted in this questionnaire change for any reason;**
- **Failure to attend at least seventy-five percent of the meetings of the entity to which you are appointed shall constitute reasonable cause for your dismissal from the position appointed; and**
- **Material misrepresentation of any information provided in this questionnaire shall constitute cause for dismissal from the position appointed.**

Sworn to and subscribed before the undersigned Notary this 14th day of July, 2026

Nominee Signature

Notary Public
Commission Expires: at death

Ivya C. Petrovich
Bar Roll #31284
Notary #87530

APPOINTMENT QUESTIONNAIRE

Nominee Contact Information

Nominee Name: Charley Richard

Mailing Address: [redacted] New Orleans, LA 70119

Domicile Address: [redacted] New Orleans, LA 70119

Email Address: charley@sugartradelab.com

Employer Name and Address: C. Richard & Associates, LLC.

3803 Cleveland Ave. New Orleans, LA 70119

Preferred Telephone Number: Cell 504-628-3531

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of the Mayor - Intergovernmental Rel

Name of Contact Person: Chuck Toney

Telephone Number: \(504\) 658-4944

Email Address: Charles.Toney@nola.gov

Initials of Sponsoring Councilmember(s): JPM

DETAILED SYNOPSIS OF THE MOTION

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

Ratifies, confirms, and approves the Mayor's reappointment of Charley Richard

to the Delgado Albania Plantation Commission,

effective upon approval by the Council of the City of New Orleans,

for a term ending June 30, 2031.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-26-294

CITY HALL: July 23, 2026

BY: COUNCILMEMBER KING (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans and Community Foundation Realty, Inc., desire to enter into a subrecipient agreement to accomplish the valuable public purpose of supporting entrepreneurs in the energy sector in New Orleans through the creation of an incubator, the term beginning upon execution of the subrecipient agreement and expiring on September 30, 2030, the total compensation being $2,750,00.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the subrecipient agreement between the City of New Orleans and Community Foundation Realty, Inc.; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the subrecipient agreement between the City of New Orleans and Community Foundation Realty, Inc., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
AND THE MOTION WAS ADOPTED.

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

COMMUNITY FOUNDATION REALTY, INC.

FOR

RESILIENT COMMUNITIES INFRASTRUCTURE PROGRAM: ENERGY INCUBATION (RCIP Project No.: 36LDRC7801)

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the "**City**"), and Community Foundation Realty, Inc., represented by Chris J. Meyer, President ("**CFR**" or "**Subrecipient**"). The City and CFR may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective upon execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, CFR, a supporting organization of the Baton Rouge Area Foundation, is an active Louisiana not-for-profit corporation registered with the Louisiana Secretary of State and exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States internal revenue law (the "Code"), as an organization described in Code section 501(c)(3), and a publicly supported organization described in Code section 509(a)(3), contributions to which are deductible under Code section 170(c)(2), that provides the ability to quickly engage necessary employees, consultants, contractors, and stakeholders with a mission of acquiring, developing, constructing, managing real estate assets necessary to redevelopment of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, CFR has a principal address located at 451 Florida Street, Suite LL 100, Baton Rouge, LA 70801; and

WHEREAS, CFR exists and operates as a non-profit corporation and a wholly owned subsidiary of The Baton Rouge Area Foundation with a mission which includes the redevelopment of blighted areas, the development of vibrant neighborhoods, and the establishment of economically and socially sound communities through a broad range of redevelopment activities; and

WHEREAS, CFR has the organizational capacity to carry out the development of real estate and economic development projects including urban redevelopment, renewal, rehabilitation, community revitalization, housing and commercial development, conservation, and urban beautification; and

WHEREAS, CFR, through and with its affiliates, is charged with the development and construction of an advanced manufacturing and industrial innovation hub supporting critical

technology startups to be located on the site of the former Naval Support Activity ("**NSA**") East Bank complex on Dauphine Street in New Orleans to foster the development of businesses creating innovative solutions in applied technology focused on industrial power, carbon management, maritime technologies and related industries ("**Energy Innovation Incubator**"), and, in furtherance thereof, may enter into partnerships, joint ventures, and other collaborative arrangements, and may structure, finance, lease, sublease, or otherwise make available land, facilities, and improvements as necessary or desirable to design, develop, construct, operate, and sustain the Energy Innovation Incubator on the NSA site; and

WHEREAS, the City was awarded $33,280,853.85 in HUD Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds from the State of Louisiana's Office of Community Development ("**LOCD**") under the Resilient Communities Infrastructure Program ("**RCIP**") providing federal grant assistance for 2020-2021 disasters and has selected CFR as Subrecipient to implement the program as set forth below;

WHEREAS, the City desires to cooperate with the Subrecipient in the implementation of the *Energy Incubation Program* - RCIP Project No. 36LDRC7801 (the "**Project**") to meet recovery and revitalization needs as stated in the authorizing *State of Louisiana Action Plan for the 2020/2021 Disasters*[1] (the "**Action Plan**") and ensuing amendments; and

WHEREAS, the City and CFR, through and with its affiliates, desire to accomplish the valuable public purpose of supporting entrepreneurs in the energy sector in New Orleans through the creation of an incubator to directly respond to the disaster-related impacts that occurred post Hurricanes Ida, Zeta, and the severe storms of 2020 and 2021; and

WHEREAS, the implementation of the Energy Innovation Incubator outlined in this Agreement meets the Low-to-Moderate Income ("**LMI**") area benefit National Objective by providing benefits to the LMI communities adjacent to the project site; and

WHEREAS, CFR has demonstrated that it has the experience and expertise to conduct the activities described in this Agreement; and

NOW THEREFORE, the City and CFR, each having the authority to do so, agree as follows:

[The rest of this page is intentionally left blank]

[The General Award Information Article follows on the next page.]

[1] *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana*, submitted to HUD by LA OCD on May 6, 2022. Accessed at: https://www.restore.la.gov/action-plan.

ARTICLE I – GENERAL AWARD INFORMATION

The subaward from the City to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Article I of this Agreement and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the Federal award and the following award information.

Federal Award Identification Number (FAIN): B-21-DF-22-0001/2021, B-21-DF-0002/2021. LOCD CDBG-DR RCIP Project Number 36LDRC7801.

CFDA Number and Name:

Federal award project description: CFR will construct or cause to be constructed the Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on industrial power, carbon management, maritime technologies, and related industries. CDBG-DR funds will only be used for furniture, fixtures, and equipment (FF&E)-related costs, including installation and calibration.

Is this award for research and development?	No
Subrecipient's unique entity identifier:	M5RZF3M4MBL5
Subrecipient's employer identification number:	20-4265927
Total Amount of the Federal Award	$3,000,000.00
Committed to the Subrecipient by the Grantee:	$2,750,000.00
Amount of Federal funds obligated by this Agreement:	$2,750,000.00
Total Amount of Federal Funds	$3,000,000.00
Obligated to the Subrecipient:	$2,750,000.00

Contact information:

Grantee:	**Subrecipient:**
City of New Orleans	Community Foundation Realty, Inc.
Helena Moreno, Mayor	Chris J. Meyer, President
1300 Perdido Street	451 Florida Street, Suite LL 100
New Orleans, LA 70112	Baton Rouge, LA 70801

ARTICLE II - CFR'S OBLIGATIONS

A. Administration. CFR will support the City as a subrecipient in the implementation of the Energy Incubation Project, which seeks to foster the development of businesses creating innovative solutions in applied technology for the energy industry and related industries.

CFR's primary responsibilities in the development of the Energy Innovation Incubator include:

1. Ensure the construction, completion, and occupancy of the Energy Innovation Incubator on the NSA site;

2. Ensure that the CDBG-DR funding provided under this agreement is expended on the purchase, installation, and calibration of Furniture, Fixtures, and Equipment (FF&E), including but not limited to workshop equipment, lab equipment, office furnishings and fixtures, and audio/visual equipment, and related components that are integral to the occupancy, use, safety, and operation of the Energy Innovation Incubator;

B. Obligations. The Subrecipient shall do the following:

1. Deploy the CDBG-DR funding provided under this agreement for the Energy Incubator FF&E in compliance with federal regulations as described within this agreement.

2. Provide the City with required monthly reporting, and ad hoc reporting as requested, to meet the requirements of the grant funding and as required by US HUD and the Louisiana Office of Community Development (LOCD).

3. Maintain project files to fully document procurement, expenditures and program details to reflect project compliance with CDBG-DR.

4. Provide a project close out report documenting the CDBG-DR expenditures, procurement documentation, and any other information as required by US HUD and the Louisiana Office of Community Development.

5. Provide an annual report after the first year of operations of the Energy Innovation Incubator, following 12 months of occupancy documenting any Program Income, as applicable, and any other information as required by US HUD and the Louisiana Office of Community Development. Any determined Program Income will be returned to the City for required disposition, unless otherwise stipulated.

6. Ensure FF&E purchased and the Energy Innovation Incubator continue to meet a national objective throughout the period required by this agreement (See Article 2. Section F. 1.b. "Use and Reversion of Assets" for details).

C. Compliance with Federal Regulations, Notices, and Uniform Administrative Requirements. The Subrecipient, as well as any of its sub-subrecipients, shall:

1. In general. Comply with all applicable federal regulations and requirements incorporated therein by reference in the Exhibits, whether specifically discussed herein or not, including but not limited to the authorizing statute and the final rule, as they may be amended. This includes the guidelines as noted in the approved *State of Louisiana Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana* and ensuing Amendments, as well as the RCIP Policies and Procedures Manual:

Hurricanes Laura/Delta/Ida and May 2021 Severe Storms Recovery Program. Accessed at: https://www.restore.la.gov/resilient-communities-program.

2. ***Uniform Administrative Requirements*****.** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR §200 and HUD's Appendix I-2 HUD Compliance Provisions, and CDBG-DR and MIT Rider for eligible Community Development Block Grant activities.

3. ***Procurement*****.** Comply with the procurement standards in 2 CFR §200.317 - §200.327 and City requirements when procuring property and services under this Agreement.

4. ***Notices*****.** Comply with all applicable Notices and directives promulgated by the Department.

5. ***Award Terms and Conditions*****.** Comply with all terms and conditions required by the Award.

6. ***CDBG Equipment Use and Management Policy.*** Comply with all terms and conditions required by the Award in Exhibit F.

D. Reporting**.**

1. Monthly progress and financial reports shall be due and delivered to the City on or before the 5th of the following month. A template for the monthly progress and financial reports can be found in Exhibits "A" and "B" respectively.

2. A final report to the City at the termination or expiration of this Agreement, detailing the services/deliverables accomplished with the use of funds received in connection with this Agreement, confirming that all funds were used for the intended purpose(s) no later than September 9, 2030, unless extended by both parties.

E. Invoices**.**

1. The City will provide CFR with a maximum of $ 2,750,000.00 which will be in the form of reimbursement for the performance of services identified in Article II, and in accordance with the approved Budget by the City. Subrecipient must submit invoices on a monthly basis and in accordance with the actual cost incurred by the project contractors (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods and services provided under this Agreement no less than 30 days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable.

2. Each invoice must include, at a minimum, the following:

- ***a.*** Name of Subrecipient
- ***b.*** Date of Invoice
- ***c.*** Invoice Number
- ***d.*** Contract or Purchase Order Number issued by the City (i.e. K#);
- ***e.*** Name of the City Department to be invoiced (i.e. City Civil Service);
- ***f.*** Description of Services completed;

3. Invoices will be processed in accordance with Article V of the Agreement.

4. All Invoices must be signed by an authorized representative of the Subrecipient under penalty of perjury attesting to the validity and accuracy of the invoice.

5. The City may require changes to the invoice form and/or require additional supporting documentation with invoices for continued review and processing. Any additional documentation or form changes will be communicated to the Subrecipient within 15 days after the invoice submittal date. The City shall not unreasonably delay reimbursement.

F. Use and Reversion of Assets

1. The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG-DR regulations, which include but are not limited to the following:

a. Subrecipient shall transfer to the City any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after either the closeout of the individual projects associated with the particular immovable property or the expiration of this Agreement, whichever occurs first (or such longer period as the City deems appropriate). If the City consents to a change of use of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505.If Grantee fails to use such immovable property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire

the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program or

d. (b) retained by Grantee after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If subrecipient is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, subrecipient shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by the City before or during this Agreement. Grantee shall submit the terms of such interest to the City to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

A. The Subrecipient represents and warrants to the City that:

1. The Subrecipient, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. The Subrecipient has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.

3. The Subrecipient is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Subrecipient, its employees, or its sub-subrecipients in the performance of this Agreement.

4. The Subrecipient is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Subrecipient's performance of this Agreement.

5. The Subrecipient has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. The Subrecipient is not in breach of any federal, state, or local statute, regulation, or code applicable to the Subrecipient or its operations.

7. The Subrecipient has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily.

8. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Subrecipient, and the execution of this Agreement by the Subrecipient's representative constitutes a sworn statement, under penalty of perjury, by the Subrecipient as to the truth of the foregoing representations and warranties.

ARTICLE IV - THE CITY'S OBLIGATIONS

A. Management. The City will:

1. Manage this Agreement through the Office of Community Development (the "**Department**").

2. Provide CFR with any documents reasonably deemed necessary for CFR's performance of any work required under this Agreement.

3. Provide CDBG-DR funds, on a reimbursable basis, to support the Energy Incubation activities.

ARTICLE V - COMPENSATION

A. Maximum Amount Payable. The maximum amount payable by the City under this Agreement is two million seven-hundred fifty dollars ($2,750,000.00).

B. Other Costs. The Subrecipient understands and agrees that the compensation shall not include nor be used to support other related costs such as personnel costs, fringe benefits, travel costs, supply costs or indirect costs and shall only be used to support the direct costs of FF&E procurement, installation, and calibration.

C. Payment. Unless otherwise agreed by the City, payment terms are NET 45 days upon the rendition of the services described under this Agreement and upon the City's receipt of a properly submitted invoice via the City's supplier portal. The City's obligation to pay is contingent upon CFR's submission of a complete and accurate invoice. All compensation owed to CFR under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City. The City is not obligated under any circumstances to pay for any work performed or costs incurred by CFR that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change within the scope of the Agreement unless change is mutually agreed; arise from or relate to the correction of errors or omissions of CFR; or the City is not expressly obligated to pay under this Agreement.

ARTICLE VI – DURATION AND TERMINATION

A. Term. The term of this Agreement shall begin on the Effective Date and end on September 30, 2030.

B. Extensions. The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least thirty (30) calendar days prior to the termination of the Agreement. Any extension will also require City Council approval subject to Chapter 70, Article I, Section 70-10 of the Home Rule Charter.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Subrecipient written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Cause. Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law, and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. Notice. The City shall promptly notify the Subrecipient, in writing, of its termination and the reasons for the termination, together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from the Subrecipient, and the Subrecipient shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement and any other applicable state or Federal statutes, regulations, or requirements.

G. Remedies for Non-Compliance. If the Subrecipient fails to comply with federal statutes, regulations, or the terms and conditions of a Federal award, the Department or the City may impose additional conditions, as described in *200.208: Specific Conditions*. If the Department or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under *2 CFR Part 180* and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

ARTICLE VII - MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The Subrecipient agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with *2 CFR § 200.334* and the agreement between LOCD and the City for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the Subrecipient, and the records for each project will be maintained by the Subrecipient in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The Subrecipient hereby agrees to maintain, for the City's review, all records relating to the creation, development, and implementation of the activities in this Agreement and the expenditure of funds.

B. Monitoring of Records. The Subrecipient acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Subrecipient with the RCIP funds. The Subrecipient hereby acknowledges its responsibility to provide the City, State or HUD, upon reasonable demand, with all records relating to RCIP-funded projects implemented by the Subrecipient and hereby agrees to assist the City in reviewing projects undertaken by the Subrecipient with RCIP funds. The aforementioned records will be made available at times reasonable to both the Subrecipient and the City, and the Subrecipient's records will be reviewed by the City no less than annually.

ARTICLE VIII – MONITORING OF SUBRECIPIENT PERFORMANCE

A. Monitoring. The City shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, *2 CFR 200.330 – 2 CFR 200.332*, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of funds consistent with *2 CFR 200.207*, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under *2 CFR 200.338*.

B. Reporting. The Subrecipient shall submit regular monthly progress and financial reports to the City, and additional reports as requested by the City.

C. Failure to Perform or Breach. If the Subrecipient fails to perform according to the Agreement, breaches the Agreement, or does not comply with Federal Regulations governing the project, the City will notify the Subrecipient. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare the Subrecipient in default and may pursue any appropriate remedies available under the Agreement and any applicable law. In the event of a default notification, the City will invoice the defaulting Subrecipient for any increase in costs and other damages sustained by the City. Furthermore, the Subrecipient acknowledges its

obligation to repay the City the funds identified with the period of noncompliance. The Subrecipient acknowledges that the repayment amount is not necessarily commensurate with the period of non-compliance, and repayment could be up to the total amount of compensation disbursed.

ARTICLE IX – INDEMNITY

A. In general. To the fullest extent permitted by law, the Subrecipient will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Subrecipient, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Subrecipient in connection with the performance of work under this Agreement.

B. Limitation. The Subrecipient's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Subrecipient nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence or willful misconduct.

C. Independent Duty. The Subrecipient has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Subrecipient is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Subrecipient shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE X – INSURANCE

A. In general. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, CFR agrees to have and maintain, or cause to be had or maintained, the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with CFR's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements.

1. Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers' Liability Insurance with limits of liability of not less than $1,000,000.00. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

2. Commercial General Liability Insurance including contractual liability insurance,

products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000.00 each occurrence / $2,000,000.00 policy aggregate.

3. Business Automobile Liability Insurance (where applicable), with a combined single limit of liability not less than $500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

4. Crime Insurance (Fidelity Bond) with limits of not less than the maximum monthly Billing/Draw, but a minimum limit of $1,000,000 per single loss. Such policy shall also include a Clients' Property Endorsement for theft of money, securities or other client tangible property that CFR holds or for which CFR is legally liable, resulting from computer fraud and/or dishonest acts committed by employees of CFR or its sub-contractors in the performance of services under the Agreement. Such policy shall also include a loss payment clause in favor of the City of New Orleans.

5. Property Insurance shall be maintained in compliance with all laws, regulations or ordinances affecting such property or properties associated with this agreement for the duration of the agreement. Coverage must be written on an "all risks" replacement cost basis (including flood and named storm) in such amounts as City may require, but in any event, for not less than 100 percent of the full replacement cost value of the property. Such coverage shall name the City of New Orleans as Loss Payee as their interest may appear.

CFR shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

***C. Miscellaneous*.**

***1. Liability*.** The obligations for CFR to procure and maintain, or cause to be procured and maintained, insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve CFR from any liability incurred as a result of their activities/operations in conjunction with CFR's obligations and/or scope of work. CFR shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed CFR's limits of liability that arise from the performance of work under the Contract.

***2. Additional Insured Status*.** CFR and all its subcontractors (where applicable) will provide and maintain, or cause to be provided and maintained, current, a Certificate of Insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" covered on the CGL and AL policies with respect to liability arising out of the performance of this Agreement. Additional Insured status can be provided in the form of an endorsement to CFR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

3. CFR shall require and verify, or cause to be required and verified, that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the sub-contractor liability shall be covered by CFR. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to Office of Community Development, 1340 Poydras St, Suite 1000, New Orleans, LA 70112 with a copy forwarded to Risk Management Division 1300 Perdido Street, 9E06

– City Hall, New Orleans LA 70112. The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers' Compensation/Employers' Liability and Property.

4. Primary Coverage. For any claims, liability, demands and/or suits related to this contract or CFR's performance and furnishing or the work, whether it is performed by CFR, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. The Subrecipient's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City shall be non-contributing to the CFRs coverage. At no time shall the CFR allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of CFR.

5. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, CFR must purchase, or cause to be purchased, "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

6. Waiver of Subrogation. CFR and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

7. Notice of Cancellation. Each insurance policy required above shall not be canceled, allowed to expire, nor altered except without prior notice to the City of no less than thirty (30) days.

8. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by CFR in accordance with the insurance requirements, the City shall notify CFR in writing within thirty (30) days after receipt of the Certificates. CFR shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Notice. Within ten (10) calendar days of the City's request, CFR will provide the following documents to the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CFR): Copies of all policies of insurance, including all policies, forms, and endorsements. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

10. Special Risks or Circumstances. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XI – INTENTIONALLY OMITTED

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, CFR will, and will require each sublessee to (1) not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, take affirmative action to ensure that such entity's employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, CFR will not, and will require each sublessee to not, discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with CFR or any sublessee in any of CFR's or such sublessee's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CFR or any sublessee. CFR agrees to, and shall require each sublessee to, comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subleases. CFR will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise, and will require all sublessees to comply with those provisions.

D. Termination for Breach. If CFR or a sublessee fails to comply with the requirements of this Article during the term of this Agreement or a sublease, said failure may result in the City causing CFR to terminate such sublease or to pursue other remedies.

ARTICLE XIII - INDEPENDENT ENTITY

A. Independent Entity Status. The Subrecipient is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or

any of its employees, sub-subrecipients, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Subrecipient as an independent entity defined in *La. R.S. 23:1021(6)*, for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of *La. R.S. 23:1034*, any person employed by the Subrecipient will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Subrecipient, as an independent entity, is being selected by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)* and neither the Subrecipient nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (a) the Subrecipient has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Subrecipient are outside the normal course and scope of the City's usual business; and (c) the Subrecipient has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Subrecipient, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XIV - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City or CFR at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City nor CFR); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City and/or CFR, provided such event was not caused by the negligence nor misconduct of the City nor CFR, as applicable, by the failure of the City or CFR, as applicable, to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City or CFR, as applicable, must provide notice in writing to the other Party stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City or CFR, as applicable, has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by such Party, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of

time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the other Party must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the suspending Party; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the other Party and without any further compensation due.

2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows, with a copy delivered by electronic mail at the addresses set forth below:

1. To the City:
Director, Office of Community Development
City of New Orleans
1340 Poydras Street, Suite 1000
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To CFR:
Community Foundation Realty, Inc.
Chris J. Meyer, President
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Email: cmeyer@braf.org

&

Baton Rouge Area Foundation
Edmund J. Giering IV, General Counsel
451 Florida Street, Suite LL 100
Baton Rouge, LA 70801
Email: egiering@braf.org

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

1. *Exhibit A: Monthly Progress Report*

2. *Exhibit B: Monthly Financial Report*

3. *Exhibit C: Detailed Budget and Schedule of Work*

4. *Exhibit D: HUD Terms and Conditions*

5. *Exhibit E: Community Development Block Grant Program-Disaster Recovery and Mitigation Rider*

6. *Exhibit F: CDBG Equipment Use and Management Policy*

B. Direct Conflict. If any Exhibit directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Exhibits will control except as provided by law.

C. Difference in Standard. If any Exhibit differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail unless the Parties mutually agree otherwise.

ARTICLE XII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. Assignment. This Agreement and any part of either Party's interest in it are not assignable nor transferable without the other Party's prior written consent in its sole discretion.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Compliance with the City's Hiring Requirements – Ban the Box.

1. CFR agrees to require all sublessees to comply with the City's hiring requirements contained in *City Code Section 2-8(d)* and *2-13(a)-(f)*. CFR will incorporate the terms and conditions of this Article into all subleases, by reference or otherwise. Prior to executing any sublease, such sublessee must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of such sublease, or to provide sufficient written reasons for deviation, shall constitute a material breach of such sublease. Upon learning of any such breach, the City will provide CFR and such

sublessee notice of noncompliance and allow such sublessee thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, such sublessee remains noncompliant, the City may move to cause CFR to void such sublease or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by *City Code Sections 2-8(d)* or *(g)*. Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect.

4. CFR will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or CFR on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with *Section 2-8.1 of the Municipal Code* entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, CFR shall reimburse the City or disgorge anything of value or economic benefit received from the City if CFR fails to meet its contractual obligations.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – Monthly Progress Report, Exhibit B – Financial Report, Exhibit C – Detailed Budget and Schedule of Work, Exhibit D – HUD Compliance Provisions, Exhibit E – Community Development Block Grant Program-Disaster Recovery and Mitigation Rider, Exhibit F: CDBG Equipment Use & Management Policy.

H. Jurisdiction. CFR consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of CFR.

I. Limitations of Obligations. Neither CFR nor the City has any obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

J. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

K. Non-Solicitation Statement. CFR has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CFR has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this

Agreement.

L. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of CFR, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to CFR pursuant to this Agreement without regard to CFR's otherwise satisfactory performance of the Agreement.

N. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

O. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

P. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

Q. Special Conditions for Agreements with Subrecipients Using CDBG-DR Funds. The HUD Federal Compliance Provisions and the CDBG-DR Disaster Recovery and Mitigation Rider are attached as Exhibits "D" and "E," respectively, to this Agreement and are expressly incorporated in this Agreement.

R. Survival of Certain Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions relating to the designation of a representative for this Agreement, invoices, payment, indemnification, insurance, CFR's sale rights, non-discrimination, choice of law, cost recovery, jurisdiction, prohibition of financial interest in agreement, prohibition on political activity, records retention, inspections, audits, ownership, and remedies in this Agreement shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect until the end of the term of the Lease.

S. Terms Binding. The terms and conditions of this Agreement are binding on any heirs,

successors, transferees, and assigns.

ARTICLE XVIII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and CFR, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

HELENA MORENO, MAYOR

Executed on this _____ of _____, 2026.

CITY COUNCIL OF NEW ORLEANS

BY: _____

CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:

LAW DEPARTMENT

BY: _____

PRINTED NAME: _____

COMMUNITY FOUNDATION REALTY, INC.

BY: _____

CHRIS J. MEYER, PRESIDENT

Signed on this _____ of _____, 2026.

EXHIBIT "A"

Progress Report for the Period of _____ to _____

(To be submitted monthly showing progress achieved. Duplicate pages as needed.)

Contact Name: _____

Telephone: (____)_____ Fax :(____)_____

Goal:	
Objective(s):	
Activity (Activities) Performed:	
Performance Measure(s):	**%, $ amt. or number complete**

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

COMMUNITY FOUNDATION REALTY, INC.

BY: _____
CHRIS J. MEYER, PRESIDENT

_____
DATE

EXHIBIT "B"

Cost Report for the Period of _____to_____

Expense Category	Total Cumulative CDBG-DR Expenditures	Balance Remaining
Energy Innovation Incubator Furniture, Fixtures, Equipment and Related Expenses		
Totals	**$**	**$**

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

COMMUNITY FOUNDATION REALTY, INC.

BY: _____
CHRIS J. MEYER, PRESIDENT

DATE _____

EXHIBIT "C"

DETAILED BUDGET AND SCHEDULE OF WORK

RCIP Project No. 36LDRC7801

PROGRAM BUDGET

CDBG-DR FUNDS – TOTAL BUDGET

Source of Funds	Cost Category		
General Equipment	Shared WorkShop Infrastructure		
	Shared WorkShop Innovation Equipment		
	Lab Infrastructure		
	Lab Innovation Equipment		
	Building Appliances		
	Workspace Furnishings and Fixtures		
Technology Equipment	Workspace Technology Equipment, AV & Security		
Exhibition and Media	Innovation Exhibition and Signage		
CONTINGENCY	Equipment Contingency		
Facility Energy Resilience/Emergency Power	Emergency Power		
Engineering and Execution	Engineering, Design & Specification		
	Delivery, Installation, Calibration & Programming		
Subrecipient Total		$2,750,000.00	DIRECT PROJECT COSTS
CDBG-DR (PARISH)	Grant Management	$200,000.00	Activity Delivery Costs
CDBG-DR (PARISH	Environmental Review	$50,000.00	Activity Delivery Costs
Total CDBG-DR Budget		$3,000,000.00	

*Key: DPC = Direct Project Cost; ADC = Activity Delivery Cost

NOTE: Line items may be shifted with notification and City approval without need to Amend the agreement as long as the total budget is not exceeded.

SCHEDULE OF WORK

Anticipated Project Schedule

City of New Orleans

Energy Incubation - 7801

MILESTONE	TASK	PROPOSED START	ESTIMATED DURATION (DAYS)	PROPOSED END
Subrecipient Agreement				
	Finalize Subrecipient Agreement	6/1/2026	30	7/1/2026
	Environmental Clearance of Project Funds	3/1/2026	120	6/29/2026
	Execution of Subrecipient Agreement	7/1/2026	30	7/31/2026
Incubator Project Implementation		8/1/2026	500	12/14/2027
	Equipment Procurement & Installation	8/1/2026	365	8/1/2027
Project closeout		8/1/2027	90	10/30/2027
	Contract Closeout	8/1/2027	90	10/30/2027

EXHIBIT "D"
HUD COMPLIANCE PROVISIONS
FOR
SUB-RECIPIENT
AGREEMENTS AND PROFESSIONAL SERVICES CONTRACTS

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
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28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES
32. ASSIGNABILITY
33. INTEREST OF SUB-RECIPIENT

34. POLITICAL ACITIVITY
35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
36. DISCRIMINATION DUE TO BELIEFS
37. CONFIDENTIAL FINDINGS
38. LOBBYING
39. FEDERAL LABOR STANDARDS PROVISIONS
40. SOLID WASTE DISPOSAL ACT
41. CONFIDENTIALITY
42. REPAYMENT OF FUNDS
43. DUPLICATION OF BENEFITS
44. LIMITED ENGLISH PROFICIENCY (LEP)
45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
46. BYRD ANTI-LOBBYING AMENDMENT
47. PROCUREMENT OF RECOVERED MATERIALS.
48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(applicable to contracts and subcontracts exceeding $10,000)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**
(applicable to contracts and subcontracts exceeding $10,000)

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Sub-recipient, or any sub-recipient, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Sub-recipient is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Sub-recipients must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Sub-recipient or Sub-recipient participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Sub-recipients or sub-recipients toward a goal in an approved Plan does not excuse any covered Sub-recipient's or sub-recipient's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Sub-recipient shall implement the specific affirmative action standards provided In paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Sub-recipient should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Sub-recipients performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Sub-

recipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Sub-recipient has a collective bargaining agreement, to refer either minorities or women shall excuse the Sub-recipient's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Sub-recipient during the training period, and the Sub-recipient must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Sub-recipient shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Sub-recipient's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Sub-recipient shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Sub-recipient's employees are assigned to work. The Sub-recipient, where possible, will assign two or more women to each construction project. The Sub-recipient shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Sub-recipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Sub-recipient or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Sub-recipient by the union or, if referred, not employed by the Sub-recipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Sub-recipient may have taken.

(4) Provide immediate written notification to the Director when the union or

unions with which the Sub-recipient has a collective bargaining agreement have not referred to the Sub-recipient a minority person or woman sent by the Sub-recipient, or when the Sub-recipient has other information that the union referral process has impeded the Sub-recipient's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Sub-recipient's employment needs, especially those programs funded or approved by the Department of Labor. The Sub-recipient shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the Sub-recipient's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Sub-recipient in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Sub-recipient's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Sub-recipient's EEO policy with other Sub-recipients and Sub-recipients with whom the Sub-recipient does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Sub-recipient's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Sub-recipient shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Sub-recipient's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Sub-recipient's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Sub-recipients and suppliers, including circulation of solicitation to minority and female Sub-recipient associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Sub-recipient's EEO policies and affirmative action obligations.

H. Sub-recipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Sub-recipient association, joint Sub-recipient-union, Sub-recipient-community, or other similar group of which the Sub-recipient is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Sub-recipient actively participates in the group, makes every

effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Sub-recipient's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Sub-recipient. The obligation shall not be a defense for the Sub-recipient's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Sub-recipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Sub-recipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Sub-recipient has achieved its goals for women generally, the Sub-recipient may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Sub-recipient shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Sub-recipient shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

L. The Sub-recipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

M. The Sub-recipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Sub-recipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.

N. The Sub-recipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Sub-

recipients shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Sub-recipient's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Sub-recipient's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Sub-recipient performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Sub-recipient also is subject to the goals for both its federally involved and non-federally involved construction. The Sub-recipient's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Sub-recipient shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Sub-recipient to Sub-recipient or from project to project for the sole purpose of meeting the Sub-recipient's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

C. The Sub-recipient shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-recipient; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NON-SEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding $10,000)

By the submission of this bid, the bidder, offeror, applicant or Sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLMENT ACT OF 1974**
The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination

on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (applicable to projects with more than $200,000 in funding from housing and community development financial assistance programs, or more than $100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. ***Employment and Training***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

B. ***Contracting***

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

C. **Contract Provisions**

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts exceeding $10,000)

A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. **AGE DISCRIMINATION ACT OF 1975**

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

12. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS**

AND ACCIDENT PREVENTION

A. **Lead-Based Paint Hazards**

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Sub-recipient and sub-recipients shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. **Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Sub-recipient shall observe all local, state and federal laws in purchasing and handling explosives. The Sub-recipient shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Sub-recipient shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Sub-recipient or his Surety for damages that may be caused by such use.

C. **Danger Signals and Safety Devices (Modify as Required**)

The Sub-recipient shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Sub-recipient fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Sub-recipient. Such action by the Owner does not relieve the Sub-recipient of any liability incurred under these specifications or contract.

13. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as

amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. **REPORTING REQUIREMENTS**

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

A. The Sub-recipient shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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.

B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Sub-recipients shall incorporate foregoing requirements in all subcontracts.

19. **PATENTS**

A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.

C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **TERMINATION FOR CAUSE**

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

22. **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

23. **ENERGY EFFICIENCY**

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. **SUBCONTRACTS**

A. The Sub-recipient shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.

C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Sub-recipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Sub-recipient shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract 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 contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

30. **PERSONNEL**

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. **ASSIGNABILITY**

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. **INTEREST OF SUB-RECIPIENT**

The Sub-recipient covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. **POLITICAL ACTIVITY**

The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Contract are confidential, and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. **LOBBYING**

The Sub-recipient certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **FEDERAL LABOR STANDARDS PROVISIONS**

The Sub-recipient shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Sub-recipient and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Sub-recipient and its sub-recipients at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Sub-recipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every

additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Sub-recipient, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Sub-recipient shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Sub-recipient does not make payments to a trustee or other third person, the Sub-recipient may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Sub-recipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Sub-recipient to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sub-recipient under this contract or any other Federal contract with the same prime Sub-recipient, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Sub-recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Sub-recipient or any contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Sub-recipient, disburse such amounts withheld for and on account of the Sub-recipient or Sub-recipient to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records**. Payrolls and basic records relating thereto shall be maintained by the Sub-recipient during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the Sub-recipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Sub-recipients employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Sub-recipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Sub-recipient will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Sub-recipient is responsible for the submission of copies of payrolls by all sub-recipients. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Sub-recipient or Sub-recipient or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Sub-recipient or Sub-recipient to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Sub-recipient or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Sub-recipient or Sub-recipient fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Sub-recipient, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Sub-recipient as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Sub-recipient is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-recipient's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of

Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Sub-recipient will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Sub-recipient will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Sub-recipient shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The Sub-recipient or Sub-recipient will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for the compliance by any Sub-recipient or lower tier Sub-recipient with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Sub-recipient and a Sub-recipient as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Sub-recipient (or any of its sub-recipients) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Sub-recipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sub-recipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Sub-recipient or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Sub-recipient or Sub-recipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Sub-recipient and any Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such Sub-recipient and Sub-

recipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Sub-recipient such sums as may be determined to be necessary to satisfy any liabilities of such Sub-recipient or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Sub-recipient or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-recipients to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any Sub-recipient or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Sub-recipient shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Sub-recipient shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each sub-recipient. The Sub-recipient shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 if the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.
(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds $10,000, the value of the quantity acquired by the preceding fiscal year exceeds $10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery.

(2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts.

(3) The $10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made "indirectly" by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Sub-Recipient shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, "the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance." The Sub-recipient shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

Sub-recipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, Sub-recipient shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Subrecipient must comply with

HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Subrecipient agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

EXHIBIT E:
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-DR) – DISASTER RECOVERY AND MITIGATION RIDER

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery ("CDBG-DR") or Community Development Block Grant - Mitigation ("CDBG-MIT") Program by and between the City of New Orleans, State of Louisiana, acting herein by Helena Moreno, Mayor, through its Office of Economic Development, hereunto duly authorized, and Community Foundation Realty, Inc. (CFR), organized under the laws of the State of Louisiana, acting herein by Chris J. Meyer, President, hereunto duly authorized; this CDBG-DR Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, upon contract execution, and the terms and provisions outlined herein will be applicable to all contracts and agreements in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:
https://www.hud.gov/hud-partners/community-cdbg-dr/regulations

EXHIBIT E:
COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR
PROFESSIONAL SERVICES CONTRACTS

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35. AUTHORIZATION

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (Also in Appendix II to 2 CFR 200)

Applicable to contracts and subcontracts above $10,000

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES
Applicable to contracts and subcontracts over $10,000

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Also in Appendix II to 2 CFR 200)

A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of

the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
Applicable to contracts and subcontracts over $10,000

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

Applicable to contracts and subcontracts exceeding $100,000

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the

Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
(Applicable to contracts and subcontracts of $10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this

contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate any contract at any time by giving at least ten days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available
thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract 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 contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

27. ANTI-KICKBACK RULES

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

35. ATTESTATION

This Agreement is authorized by the City of New Orleans, Ordinance_____ adopted _____(date), copies of which are attached hereto and made a part hereof.

ATTEST:

_____

City of New Orleans

By: Jeffrey Schwartz
Director,
Office of Community Development

Date:_____

Community Foundation Realty, Inc.

By: Chris J. Meyer
President,
Community Foundation Realty, Inc.

Date:_____

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR Part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

The contracts must also include a provision for compliance with the Copeland ‘‘Anti-Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’’). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Such disclosures are forwarded from tier to tier up to the non-federal award.

J. See § 200.323.

K. See § 200.216.

L. See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

   1) Procure or obtain covered telecommunications equipment or services;

   2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

d) See Public Law 115–232, section 889 for additional information.

e) See also § 200.471.

§ 200.322 Domestic preferences for procurements.

a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

1) ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3

This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

1. Section 3 of the Housing and Urban Development Act of 1968
   The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

   a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and

2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

EXHIBIT F:

CDBG-DR EQUIPMENT USE & MANAGEMENT POLICY

This policy is based on Chapter 12, Section 4. Personal Property – Equipment of the *Louisiana Disaster Recovery and Mitigation Grant Implementation Manual,* version 5. Changes or updates to this section of the Implementation Manual shall control and override the policy herein.

1. Title

The title to equipment that subrecipients have acquired with CDBG-DR or CDBG-MIT funds is vested in a subrecipient's organization, subject to the conditions described in Subsection 2 below.

2. Use

Subrecipients must use equipment purchased with CDBG-DR or CDBG-MIT funds, or other forms of federal assistance, primarily for the program or project for which it was originally acquired, as long as the equipment is needed. This requirement applies regardless of whether the program or project continues to receive federal funding.

Subrecipients must also make the equipment available for use in other projects or programs that are currently or were previously supported by federal funds, provided that such use does not interfere with the original project's work or objectives.

Additionally, subrecipients are strictly prohibited from using CDBG-DR or CDBG-MIT acquired equipment to provide services for a fee in a manner that creates unfair competition with private companies offering equivalent services, unless explicitly authorized by federal statute.

With the approval of the City, subrecipients may also use equipment acquired using CDBG-DR or CDBG-MIT funds as a trade-in toward the acquisition of replacement property.

3. Disposition

When subrecipients no longer need original or replacement equipment acquired with CDBG-DR or CDBG-MIT funds for the original project or program or for other activities currently or previously assisted with federal funds, subrecipients must either:

- Transfer the equipment to the City for the CDBG-DR or CDBG-MIT program, or
- Retain the equipment only after compensation to the City (2 CFR 200.313(e). The following rules of disposition will apply to subrecipients:
- Subrecipients may retain, sell, or otherwise dispose of equipment with a current per-unit fair market value of less than $10,000 (for subrecipients awarded after December 26, 2014) or $5,000 (for subrecipients awarded prior to December 26, 2014) *after notice to the City*.
- Subrecipients may retain or sell equipment with a current per-unit fair market value of

$10,000 (for subrecipients awarded after December 26, 2014) or $5,000 (for subrecipients awarded prior to December 26, 2014) or more *after notice to the City*, with the City having the right to compensation in an amount equal to multiplying the current fair market value or the proceeds from the sale by the federal share (percentage) of the original acquisition price of the equipment.

- The City reserves the right to transfer the title of the equipment to a federal agency or a third party to be used in other activities currently or previously supported by the agency (2 CFR 200.313(e)).
- In addition, in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered program income. For additional guidance on program income, see the following:
  - Chapter 5 – Financial Management
  - 24 CFR 570.502(a)(6)
  - 24 CFR 570.504

[**END OF AGREEMENT**]

1524

Calendar No. (Rev)
(Exp)

Name Courtney Stuckwisch Wong Ext.4075
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A motion authorizing the City of New Orleans to enter a Subrecipient Agreement with Community Foundation Realty, Inc.(K26-490; BRASS #8801) to construct an Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on new energy, manufacturing, and related industries.

1. _____
Department Head
2. Melissa Quigley
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

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

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Economic Development

Name of Contact Person: Courtney Stuckwisch Wong

Telephone Number: 504-300-2759

Email Address: castuckwisch@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Construct an Energy Innovation Incubator for entrepreneurs developing innovative solutions and applied technologies focused on new energy, manufacturing, and related industries
2. **The parties involved:** City of New Orleans and Community Foundation Realty, Inc.
3. **The obligations, expectations, and deliverables of the parties involved:** Community Foundation Realty Inc. will cause to be constructed an energy incubator and the City of New Orleans will provide $2,750,000.00 in federal grant funds (CDBG-DR).
4. **The duration of the contract:** 4 years (ending on September 30, 2030)
5. **The cost and any fiscal implications of the contract for the City:** $2,750,000.00 in CDBG-DR federal grant funds
6. **Describe disadvantaged business enterprise (DBE) participation:** DBE participation is not required due to the use of federal funds. The subrecipient has the right to enter a contract with a small business firm pursuant to 37 CFR Part 401.

Reference: Council Rule 57 & City Code Section 70-10

CITY OF NEW ORLEANS

Deputy Jeffrey Schwartz
Office of Economic Development

July 10, 2026

Aisha Collier
Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Subrecipient Agreement with Community Foundation Realty, Inc.

Madame Clerk,

Please find attached a proposed agreement between the City of New Orleans and Community Foundation Realty, Inc. and a completed contract summary form. Pursuant to Rule 57.4, we respectfully request expedited consideration of this agreement, as it must be executed by the end of July or else risk delays to the project.

Respectfully submitted,

Jeffrey Schwartz
Deputy Mayor
Economic Development
jeschwartz@nola.gov

cc: Justyn Hawkins, City Council Chief of Staff
Ashley Becnel, City Council Executive Counsel
Liz Brusseau, Deputy Director for City Council Relations

MOTION

NO. M-26-295

CITY HALL: July 23, 2026

BY: COUNCILMEMBER MORRELL

SECONDED BY:

WHEREAS, the City Council of New Orleans and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C. are parties to two separate professional services agreements: one for legal services related to the Wisner Trust (K-26-505) (as amended, the "Wisner Agreement") and one for general legal services (K-26-461) (the "General Services Agreement"); and

WHEREAS, the Council desires to extend the term for one year and increase the maximum compensation payable under both the Wisner Agreement by $65,000 and the General Services Agreement by $275,000 to ensure continuity of services; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council is hereby requested and authorized (a) to execute a sixth amendment to the professional services agreement between the City Council of New Orleans and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C. (K-26-505), extending the term for one year and increasing the maximum compensation payable under the agreement by $65,000 and (b) to execute a third amendment to the professional services agreement between the City Council of New Orleans and Barrasso Usdin Kupperman Freeman & Sarver, L.L.C. (K-26-461), extending the term for one year and increasing the maximum compensation payable under the agreement by $275,000. In addition to the foregoing, any amendment authorized herein may contain such other provisions as may be necessary or desirable to accomplish the purposes of this Motion and to ensure the continuity of services.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.