

**City Planning Commission**  
**Staff Report**  
**Tuesday, March 10, 2026**

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**Zoning Docket 021-26**

**Prepared by:** Julia Nickle

**Date:** March 10, 2026

**Deadline for CPC action:** May 9, 2026

**CC Deadline:** 60 days from receipt

**City Council District:** C – King

**Applicant:** La Marie LLC

**Request:** Conditional use to permit a commercial short-term rental (CSTR) in an HU-MU Historic Urban Neighborhood Mixed-Use District and the Transient Lodging Interim Zoning District

**Property description:** Square 154, Lot 3, in the Fifth Municipal District, bounded by Brooklyn Avenue, Homer Street, Newton Street, and Teche Street

**Municipal address(es):** 926 Brooklyn Ave

**Description**

The subject property, located on Brooklyn Ave in an HU-MU Historic Urban Neighborhood Mixed-Use District and the Transient Lodging Interim Zoning District, is currently developed as a two-story, three bedroom single-family residence. The site consists of one lot of record and is approximately 8,220 square feet. The applicants propose to continue operating the commercial short-term rental on-site totaling approximately 2,359 square feet. Current building plans do not indicate any off-street parking nor is any required as the district is exempt from these provisions.

**Figure 1. Current Conditions**



*Source: GoogleMaps*

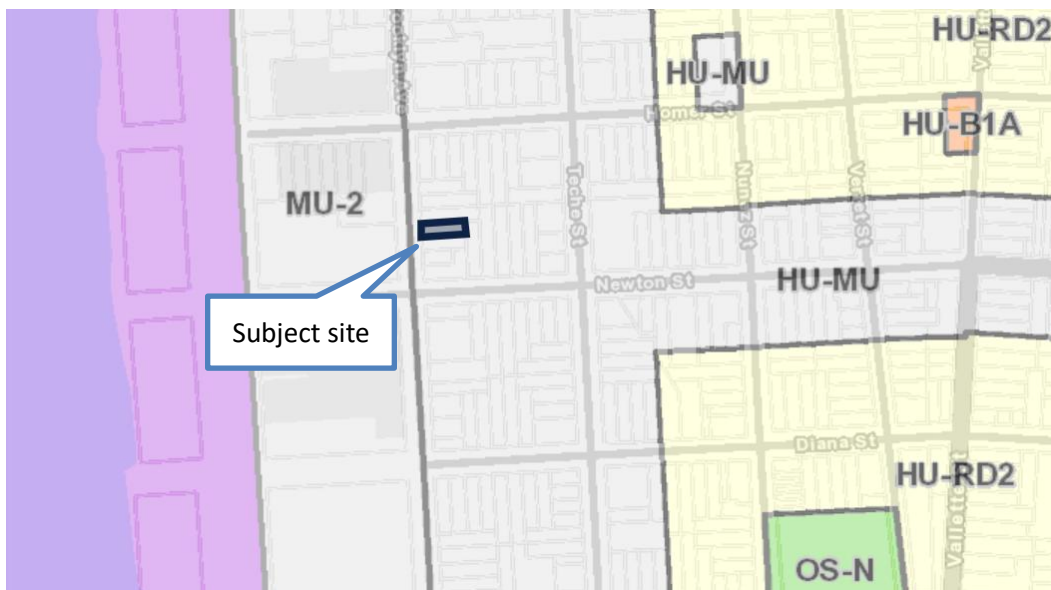
**Figure 2. Floor Plans**



*Source: Provided by applicant*

Important to note is that the subject property is located within a large HU-MU Historic Urban Neighborhood Mixed Use District largely populated with single- and two-family residences, though it faces a large MU-2 High Intensity Mixed Use District strip. To the north is the mixed-use historic neighborhood, Algiers Point, and to the south and in immediate vicinity is the similar situated McDonough neighborhood. Neighborhood businesses, restaurants, greenspace and viewpoints along the Mississippi River are within walking distance of the subject site. However, the surrounding neighborhood is almost entirely residential.

**Figure 3. Zoning Map**



*Source: PropertyViewer*

**Reason for Commission Review**

Per **Article 12, Section 12.2.A (Table 12-1: Permitted and Conditional Uses)**, a commercial short-term rental is a permitted use in the HU-MU Historic Urban Neighborhood Mixed Use District. Per City Council Motion M-25-530, 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.

<b><i>The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.</i></b>	
<u>Met</u>	The Master Plan identifies the subject site as Mixed-Use Low Density (MUL), where the goal is to increase neighborhood convenience and walkability within and along edges of neighborhoods with low density residential and neighborhood-serving retail/commercial establishments. Businesses in residential scale buildings interspersed with residences, such as the subject commercial short-term rental, fall into the physical typology of the range of uses listed for this designation.  However, important to note is that there is a discrepancy between land use and zoning. While current zoning permits neighborhood-serving and -scale businesses, surrounding land use is entirely residential, and thus in conflict with the intended use of the site.
<b><i>The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.</i></b>	
<u>Not met</u>	The subject site is located within the HU-MU Historic Urban Neighborhood Mixed Use District where the proposed commercial short term rental use would otherwise be permitted by-right.  The HU-MU District is intended to encourage mixed-use areas that are compatible with adjacent or nearby land uses and pedestrian-oriented in character. It is fair to indicate that a commercial short-

	term rental is not an inappropriate use given the district’s purpose. However, the surrounding land use of this particular proposed short-term rental renders the request incompatible – the majority of the surrounding blockfaces are strictly residential and would not be served by a Commercial Short-Term Rental (CSTR).
<b><i>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.</i></b>	
<u>Met</u>	There are several use standards outlined in <b>Article 20</b> regarding commercial short-term rentals, both in <b>Articles 20.3.LLL.1</b> and <b>20.3.LLL.2</b> . In the case of recommending approval, staff recommends a proviso (see below) to ensure these standards are met. All environmental standards are required to be met.
<b><i>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.</i></b>	
<u>Met</u>	The proposed commercial short-term rental exists within an existing historical single-family residence; it may be assumed that the proposed development would ensure that the structure as-is would be maintained and upkeep, which would further contribute to the preservation of the character and integrity of the neighborhood. It is worth noting, however, that the impact of CSTRs may be more intensive than other adaptive business uses as they do not require on-site supervision. Given that the proposed short-term rental is located highly interior of the neighborhood, rather than on a corner or major street, this could be especially evident. Therefore, while the proposed development is compatible with the zoning and therefore <i>intended</i> character of the neighborhood, it is not necessarily compatible with the realities of the surrounding land use.
<b><i>Any variance of zoning standards meets the approval standards of Section 4.6.F<sup>1</sup>.</i></b>	
<u>Met</u>	No variances are required.
<b><i>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.</i></b>	
<u>Met</u>	The proposed commercial short-term rental does not necessarily pose a unique or detrimental use within the HU-MU district.

In the case of a recommendation of approval, staff recommends the following provisos to ensure compliance with the use standards for commercial short-term rentals:

- In accordance with **Article 20, Section 20.3.LLL.1** of the Comprehensive Zoning Ordinance, the use shall be in accordance with the following use standards:
  - a. In addition to the use standards below, all short term rentals shall comply with the regulations of the Department of Safety and Permits and the Department of Finance, Bureau of Revenue.
  - b. All short term rentals shall require a permit. The permit shall be prominently displayed on the front facade of the property at a reasonable height in a location clearly visible from the

<sup>1</sup> [Article 4, Section 4.6.F Approval Standards](#)

- street and accessible from the public right-of-way during all period of occupancy and contain the permit number, the contact information for the owner or operator, the permit type (Non-Commercial or Commercial) and the bedroom and occupancy limit.
- c. Short term rentals shall not be operated outdoors, in an accessory structure, or in a recreational vehicle.
  - d. Only one party of guests shall be permitted per short term rental unit.
  - e. Both Commercial and Non-Commercial short term rentals shall be considered dwelling units for density purposes and subject to the minimum lot area per dwelling unit requirement of the applicable zoning district.
  - f. A short term rental permit shall be secured prior to operation; and short term rental operators shall comply with all applicable permit requirements provided in the Code of the City of New Orleans.
  - g. The rental of kitchens, dining rooms, living rooms, offices, and other common spaces may be used as part of the short term rental but shall not be rented as guest bedrooms. Only legally permitted bedrooms shall be used for the purposes of calculating the maximum number of guests. Studio apartments and dwelling units shall be considered to have one (1) guest bedroom and allowed a maximum of two (2) guests.
  - h. Notwithstanding anything else herein to the contrary, no Short Term Rental or Bed and Breakfast shall be permitted within the boundaries of the Garden District, which for purposes of this subsection shall be defined as follows: the center line of St. Charles Avenue, downriver side of Jackson Avenue, center line of Magazine Street, and downriver side of Louisiana Avenue. This provision shall not be waived.
- In accordance with **Article 20, Section 20.3.LLL.2** of the Comprehensive Zoning Ordinance, the use shall be in accordance with the following use standards:
    - a. The permit shall be prominently displayed on the front facade of the property in a location clearly visible from the street or on the exterior of the front door of the dwelling unit being rented for multi-family dwellings, during all periods of occupancy and contain the permit number, the contact information for the permitted operator, the permit type (Commercial) and the unit, guest bedroom and occupancy limit.
    - b. Up to five (5) guest bedrooms may be rented to guests in each unit and occupancy shall be limited to two (2) guests per guest bedroom with a maximum ten (10) guests.
    - c. Commercial Short Term Rentals shall be prohibited on the first floor of a multi-story structure that contains or can contain residential uses on subsequent floors, but (1) does not apply to buildings that are single- or two-family dwellings; (2) does not apply to single-story structures; (3) does not apply to the CBD Central Business Districts, except when the structure is a new construction or a substantial improvement, EC Education Campus, MC Medical Campus, LS Life Science, and M-MU Maritime Mixed Use Districts, nor the MI Maritime Industrial Commercial and Recreational Subdistrict.
    - d. A Commercial Short Term Rental shall submit the following impact management plans, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies:
      - i. Noise abatement plan;
      - ii. A security and operation plan; and
      - iii. A sanitation plan
    - e. No more than one (1) unit or twenty-five (25) percent of total units on a lot or a single building constructed across lot lines, whichever is greater, shall be permitted as a Commercial Short Term Rental. In the CBD-5 Urban Core Neighborhood Lower Intensity Mixed-Use District, the Commercial Short Term Rental shall only be authorized when the total number of housing units is at least ten (10) and triggers the Mandatory Inclusionary

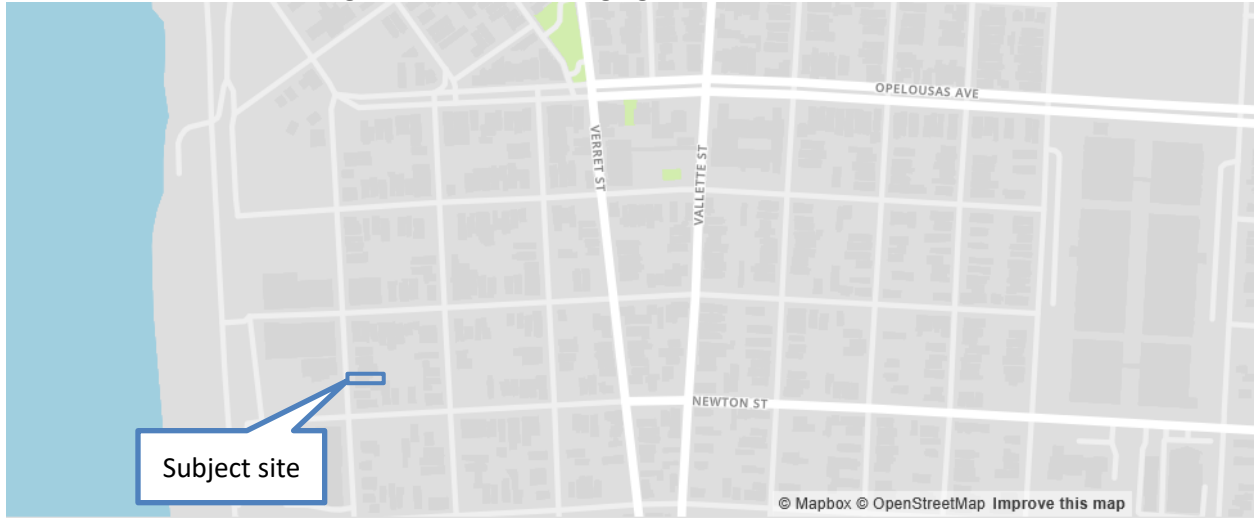
Zoning regulations of Article 28. This cap shall not apply to the VCE Vieux Carré Entertainment District, to structures which front on Canal Street between the Mississippi River and Rampart Street, the EC Educational Campus District, MC Medical Campus District, LS Life Science District, or the MI Maritime Industrial District Commercial and Recreational Subdistrict.

- f. Any structure that contains 10 or more dwelling units that are used as short term rentals shall have a designated and permitted Operator as required by the Code of the City of New Orleans.

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.

<b><i>Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?</i></b>
While the retention of the original residential structure would allow for an easy reinstatement of the original traditional residential use in the future, ultimately, the development of short-term rentals in lieu of long-term housing is detrimental to the City’s state of housing at large.
<b><i>Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?</i></b>
The proposed commercial short-term rental would continue to reduce the amount of long-term housing as the site has been operating as commercial short-term rental for several years and proposes to continue this venture.
<b><i>Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?</i></b>
Yes. The site block is bounded by Brooklyn Ave, Homer St, Teche St, and Newtown St. There is a bus stop located at Homer St and Teche St, a 0.1 mile (571 ft) walk from the subject site.
<b><i>Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?</i></b>
Yes, there is a history of a short-term rental violation (24-02217-RENT) where the applicant was found guilty of illegally listing the rental on Airbnb.
<b><i>How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?</i></b>
No, there are no additional Transient Lodging Uses within 1,000 feet of the subject site.

**Figure 4. Transient Lodging Uses Within 1,000 Feet**



Source: *Data.nola.gov*

### Staff Recommendation

Though the request for a conditional use to permit a commercial short-term rental (CSTR) meets standards outlined in the Future Land Use Map (FLUM), it does not fulfill the general purpose and intent of the HU-MU Historic Urban Neighborhood Mixed-Use District, nor the approval standards outlined in the Transient Lodging Interim Zoning District. Due to the existing tension between the realities of surrounding land use and Master Plan, staff does not recommend approval of this request.

The staff recommends **DENIAL** of Zoning Docket 021/26.

**CITY PLANNING COMMISSION MEETING (March 10, 2026)**

The staff summarized the application and presented its recommendation of denial of the requested conditional use. The Commission received public comment from the applicant, speaking in support of the request, asserting that the surrounding land use is mixed use and that the site had not been illegally operated, and described financial burden associated with their inability to operate a short-term rental (STR) at the site. Further comment was provided by a neighbor in support of the request. Commissioners Witry, Poché, and Joshi-Gupta asked the applicant clarifying questions regarding the legal status of the short-term rental, whether they had explored long-term housing options, and what the outcome of the neighborhood meeting had been. The applicant responded that they are seeking full legal compliance, that the market did not currently support long term housing in that area, and that while there was no attendance at the neighborhood meeting, other feedback had been positive. Commissioners Joshi-Gupta, Poché, Jordan and Witry then asked staff clarifying questions about whether there were any STR study updates, why approval was not recommended, and what guidance the Interim Zoning District (IZD) offered. Staff responded that no further action by council had been taken on the STR study, that the discrepancy between existing land use and zoning deterred recommendation for approval, and that while the moratorium was no longer in effect, interpreting the IZD was complicated. Commissioner Poché stated that two other STR's appeared to be on the block face, which staff could not confirm. Commissioner Jordan then asked whether the item was on deadline; staff responded no. Commissioner Witry asked how long the IZD and the conditional use would be in effect. Staff explained that though the IZD is active for one year, the conditional use permit would be permanent; further, that while the conditional use would place an entitlement on property, the STR license would need to be renewed annually. Commissioner Steeg asked staff to elaborate on how the licensing would interplay with a conditional use long term, to which staff responded that licensing and permissions could change, ultimately rendering the entitlement moot. Commissioner Joshi-Gupta asked whether the house was still for sale, the applicant responded yes, stating that they would continue to pursue any financially feasible options. Commissioner Joshi-Gupta asked staff whether the conditional use would remain on the property should it be sold, staff responded yes. Commissioner Witry asked whether the area was under HDLC control, to which staff responded yes, the site is under the Algiers Point full control local historic district. Commissioner Poche then made a motion to deny the request, citing the commission's current interpretation of the IZD. Commissioner Joshi-Gupta seconded the motion, stating that permanent entitlement posed issue should the property be sold.

**MOTION:**

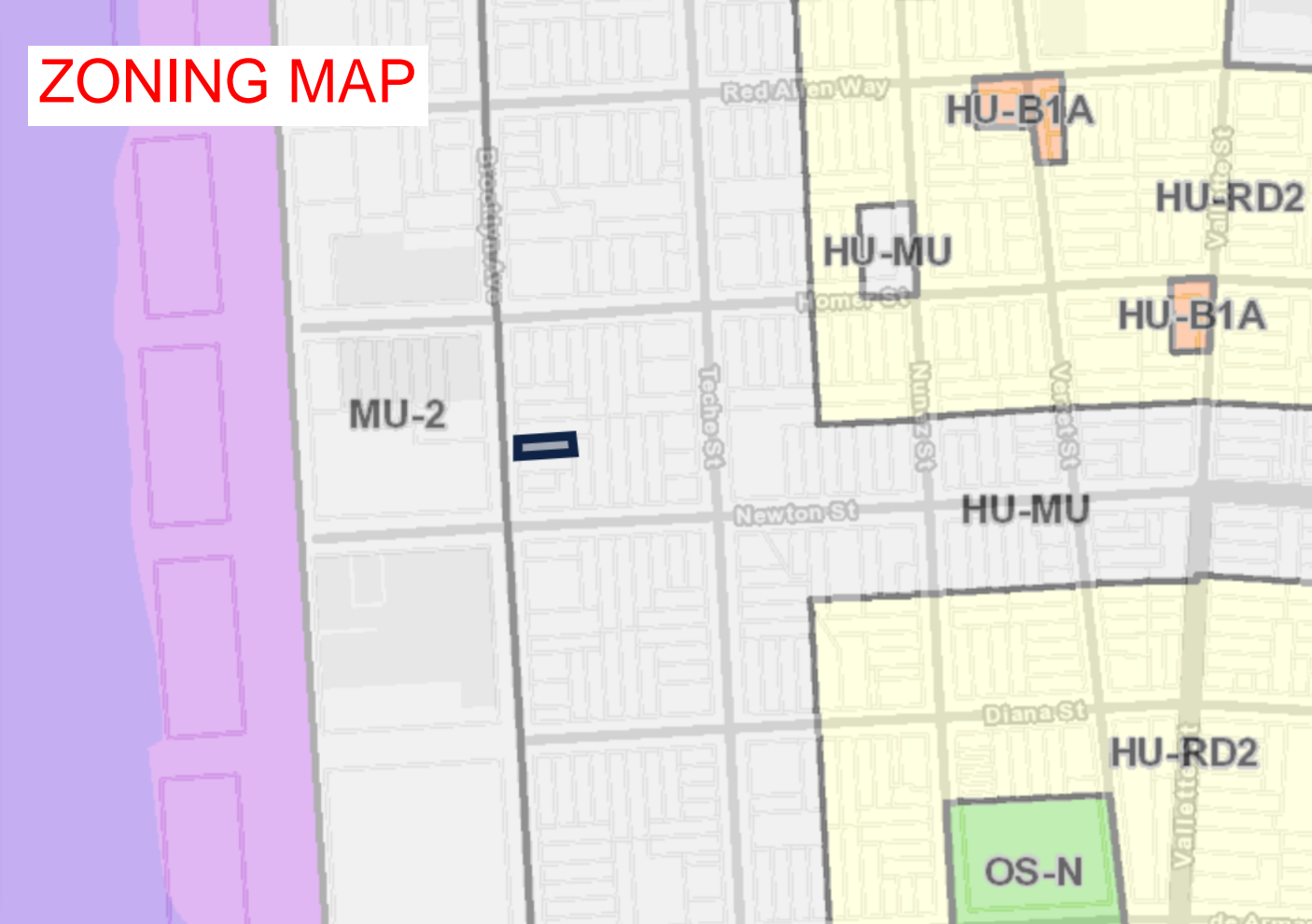
BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 021/26 IS HEREBY RECOMMENDED FOR DENIAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Jordan, Flick, Joshi-Gupta, Poché, Steeg, Witry

NAYS: None

ABSENT: Kepper

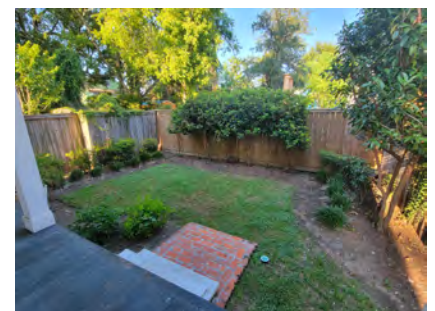
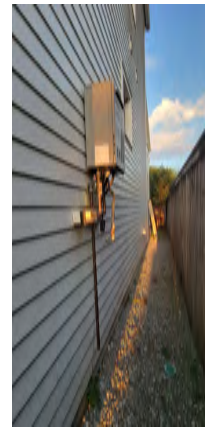
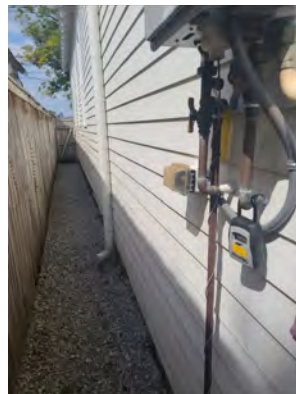
# ZONING MAP



# Property Floor Plan



# Property Photos



December 11, 2025

Hello Neighbor,

We would like to invite you a Neighborhood Participation Program (NPP) meeting regarding the property at 926 Brooklyn St., owned by our company La Marie, LLC.

Event details:

Date – Sunday, January 4, 2026

Time – 6pm CST

Location – 926 Brooklyn St., New Orleans, LA 70114

Outside of our personal use, we would like to expand the usage of the property to short-term rentals, allowing guests to stay for durations of less than 30 days. Guests would use the existing street parking outside of the home. No waivers or variances are required for this. This single-family residence will remain as-is; no construction is needed to accommodate this new use. It is a two-story building of approximately 2359 square feet.

926 Brooklyn St. is in an HU-MU Neighborhood Mixed Use District. In this zoning, commercial short-term rentals are now a conditional use, pursuant to City Council Substitute Motion M-25-530. The request for this conditional use permit must be heard by both the City Planning Commission and City Council at public meetings.

Because you are a nearby neighbor or involved with the neighborhood, we'd like to share more information with you about our proposed request. Please join us at our NPP meeting, to hear more about our plans and to share any questions or concerns that you may have. The meeting may be recorded, per the suggestion of the City Planning Commission, to make sure we document all of your comments. We'll have sign-in sheets where you can leave your contact information so that we can keep you updated on our application process and plans for the property. We will mail you any further updates to the address you're receiving this letter, or send them via email if provided with your contact information

at the meeting. If you can't make the meeting and would still like to receive information, leave a comment, or ask a question, please email us at [tiara@starmontproperties.com](mailto:tiara@starmontproperties.com) and [james@starmontproperties.com](mailto:james@starmontproperties.com).

Thank you for your time and consideration of our request. We're happy to be a part of the neighborhood! We look forward to seeing you at the meeting if you're able to come.

Sincerely,

Tiara Starks and James Montgomery

La Marie, LLC

# Email Invites Sent to Neighborhood Associations for NPP Meeting

**Meeting Invitation** ✕ 🖨️ 📧

◆ Summarize this email

**Tiara Starks** <tiara@starmontproperties.com> to asdunnr, CPCINFO Wed, Dec 17, 2025, 7:59 AM ☆ ↶ ⋮

Hello Mr. Dunn,

I am emailing on behalf of La Marie LLC, as one of the owners. We own a property in Algiers Point, and are seeking a conditional use permit to operate the property as a short-term rental. We would like to invite the Algiers Riverview Association to a Neighborhood Participation Meeting that we are hosting on January 4, to discuss our application for this use. Meeting details are in the attached letter.

I hope you have a great week. Thank you for your time.

Sincerely,

Tiara Starks  
Member  
La Marie LLC

**NPP Meeting Invitation** ✕ 🖨️ 📧

◆ Summarize this email

**Tiara Starks** <tiara@starmontproperties.com> to seaspinwall, CPCINFO Wed, Dec 17, 2025, 7:54 AM ☆ ↶ ⋮

Hello Ms. Aspinwall,

I am emailing on behalf of La Marie LLC, as one of the owners. We own a property in Algiers Point, and are seeking a conditional use permit to operate the property as a short-term rental. We would like to invite the Algiers Point Association to a Neighborhood Participation Meeting that we are hosting on January 4, to discuss our application for this use. Meeting details are in the attached letter.

I hope you have a great week. Thank you for your time.

Sincerely,

Tiara Starks  
Member  
La Marie LLC

**NPP Meeting Invite** ✕ 🖨️ 📧

◆ Summarize this email

**Tiara Starks** <tiara@starmontproperties.com> to kfoster, CPCINFO Wed, Dec 17, 2025, 7:52 AM ☆ ↶ ⋮

Hello Ms. Foster,

I am emailing on behalf of La Marie LLC, as one of the owners. We own a property in Algiers Point, and are seeking a conditional use permit to operate the property as a short-term rental. We would like to invite the Algiers Economic Development Foundation to a Neighborhood Participation Meeting that we are hosting on January 4, to discuss our application for this use. Meeting details are in the attached letter.

I hope you have a great week. Thank you for your time.

Sincerely,

Tiara Starks  
Member  
La Marie LLC

**NPP Meeting Invite** 🖨️ 📧

◆ Summarize this email

**Tiara Starks** <tiara@starmontproperties.com> to ltoombs, CPCINFO, James Wed, Dec 17, 2025, 11:44 AM ☆ ↶ ⋮

Hello Ms. Toombs,

I am emailing on behalf of La Marie LLC, as one of the owners. We own a property in Algiers Point, and are seeking a conditional use permit to operate the property as a short-term rental. We would like to invite the Algiers Economic Development Foundation to a Neighborhood Participation Meeting that we are hosting on January 4, to discuss our application for this use. Meeting details are in the attached letter.

I hope you have a great week. Thank you for your time.

Sincerely,

Tiara Starks  
Member  
La Marie LLC

NPP Invitation External Inbox x



Summarize this email

**Tiara Starks** <tiara@starmontproperties.com>  
to info, CPCINFO

Wed, Dec 17, 2025, 8:03 AM ☆ ↶ ⋮

Hello Ms. Maggio,

I am emailing on behalf of La Marie LLC, as one of the owners. We own a property in Algiers Point, and are seeking a conditional use permit to operate the property as a short-term rental. We would like to invite the Old Algiers Main Street Corporation to a Neighborhood Participation Program Meeting that we are hosting on January 4, to discuss our application for this use. Meeting details are in the attached letter.

I hope you have a great week. Thank you for your time.

Sincerely,

Tiara Starks  
Member  
La Marie LLC

**V. Robinson**  
to CPCINFO, me

Fri, Dec 19, 2025, 10:20 AM ☆ ↶ ⋮

Hello,

I am Valerie Robinson, the executive director of Old Algiers Main Street Corporation, and I will be attending on January 4. There was no letter attached. Ms. Maggio is no longer on the board.

I can be reached at [valerie@oldalgiersmainstreet.org](mailto:valerie@oldalgiersmainstreet.org)  
Thank you.

Valerie  
\*\*\*

**Tiara Starks** <tiara@starmontproperties.com>  
to James, Robinson, CPCINFO

Fri, Dec 19, 2025, 11:40 AM ☆ ↶ ⋮

Hi Valerie,

Thank you for the update and for letting me know about the missing attachment. Here it is attached to this email. We appreciate your RSVP, and look forward to meeting you on the 4th!

Have a great weekend.

Tiara S.  
\*\*\*

**Tiara Starks** <tiara@starmontproperties.com>  
to Freddie King, CPCINFO, James

Wed, Dec 17, 2025, 8:40 AM ☆ ↶ ⋮

Hello Councilmember King,

I have contacted you previously as a member of your district, sharing my experience as a property owner in Algiers Point and suggestions on potential ways to address quality of life issues in the city. As the moratorium on commercial short-term rentals has expired, our company La Marie LLC will be applying for a conditional use permit to operate a short-term rental. This is an effort to retain the property and remain a positive addition to our neighborhood. I would like to invite you to attend a Neighborhood Participation Program meeting on January 4 to discuss our application. All of the details are in the attached letter. It would be great to meet with you and for you to see the property in person.

Thank you for your time. I hope you have a great week.

Sincerely,  
Tiara Starks

La Marie LLC

NPP Meeting invite for La Marie LLC External Inbox x



Summarize this email

**Tiara Starks** <tiara@starmontproperties.com>  
to CPCINFO, Mitchell, James

Thu, Dec 11, 2025, 11:49 PM ☆ ↶ ⋮

Hello,

I am writing on behalf of La Marie LLC, owner of the property at 926 Brooklyn St., New Orleans, LA 70114. We are seeking a conditional use permit to operate the property as a commercial short-term rental. Attached is a letter inviting our neighbors to a Neighborhood Participation Program meeting on January 4, 2026, to discuss this requested use. It will be mailed out to our neighbors within 300 feet and emailed to all relevant neighborhood associations. Please let us know if there is any additional information needed or anything else required before informing our neighbors via this letter.

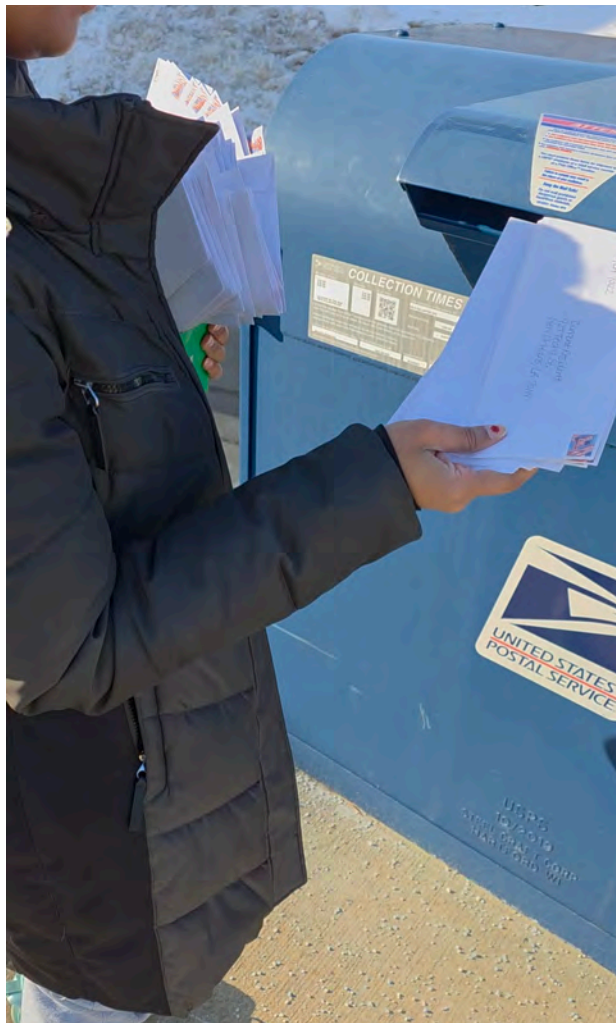
Thank you,

Tiara Starks  
La Marie LLC

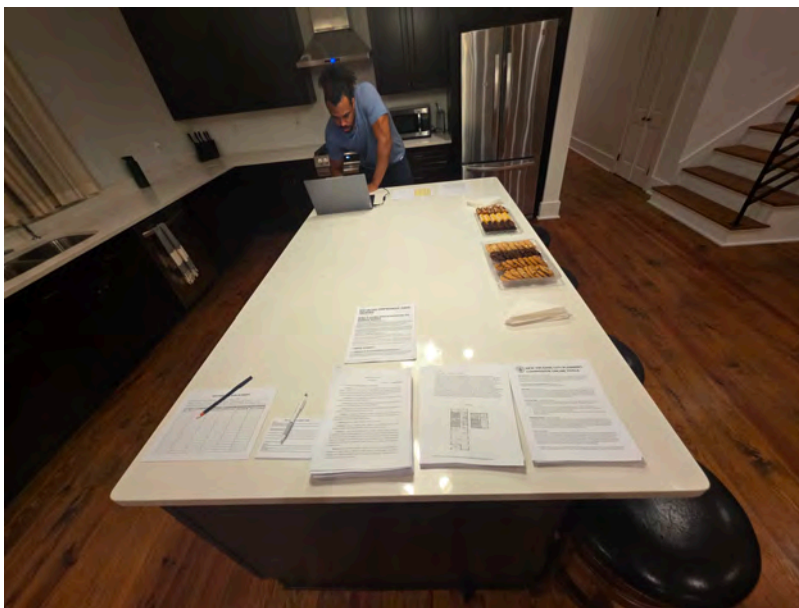
## Envelopes Addressed to NPP Contact List



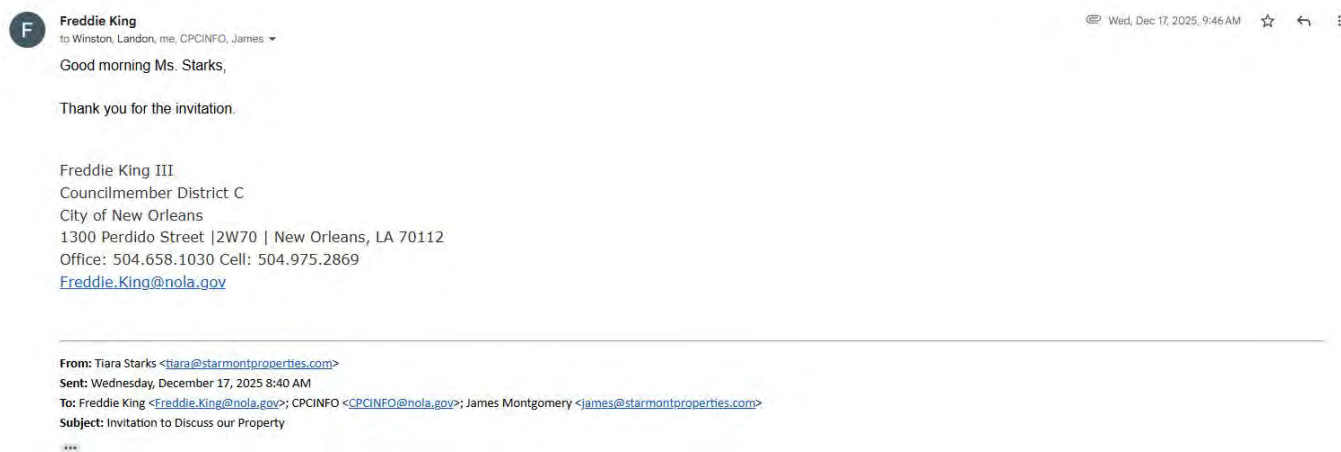
## NPP Meeting Invites Mailed on 12/16/2025



## Setup for NPP Meeting on 1/4/2026



## Correspondence from City Councilmember Freddie King III on 12/17/2025



## Correspondence from Blaine Kern, Jr. on 1/8/2026

January 4th meeting External Inbox x

Summarize this email

**B** Blaine Kern Jr <[blainek@mardigrasproductions.com](mailto:blainek@mardigrasproductions.com)>  
to me, james@starmontproperties.com

Thu, Jan 8, 3:54 PM (21 hours ago)

Good afternoon Tiara and James,

Sorry I missed your meeting. Welcome to the neighborhood and wishing you both luck on your short term rental.

Regards and God bless,  
Blaine Kern Jr.



233 Newton Street  
New Orleans, LA 70114  
[blainek@mardigrasproductions.com](mailto:blainek@mardigrasproductions.com)  
C: (504) 415-6882  
O: (504) 529-5555  
F: (504) 529-1994

## NPP Meeting Contact List

### PROPERTY OWNERS AND OCCUPANTS WITHIN 300FT

Name	Mailing Address
339 Newton LLC	5 Asterbrook Ct
Adam W Robert	918 Brooklyn St
Algiers Riverfront LLC	1380 Port of New Orleans Pl
Aliciaa Yancy	4431 Lafaye St
Andre Christopher Marino	311 Homer St
Andrew Eaglin	1170 Artesa Dr
Antoine Enterprises LLC	245 Briarwood Dr
Arthur Sr Devore	325 Homer St
Beryl D Ragas	323 Newton St
Blaine S Kern Sr LLC	3816 Lake Catherine Dr
Caryn M Rodgers	940 Brooklyn St
Casimier Renata Janell	6432 Brunswick Ct
Constance M Selico	6604 14th St
Current Resident	1000 Brooklyn Ave
Current Resident	1012 Brooklyn Ave
Current Resident	1013 Teche St
Current Resident	1015 Teche St
Current Resident	1015 Teche St Apt 101
Current Resident	1015 Teche St Apt 102
Current Resident	1015 Teche St Apt 201
Current Resident	1015 Teche St Apt 202

Current Resident	1018 Brooklyn Ave
Current Resident	1020 Brooklyn Ave
Current Resident	200 Newton St
Current Resident	202 Newton St
Current Resident	205 Newton St
Current Resident	206 Newton St
Current Resident	208 Homer St
Current Resident	209 Homer St
Current Resident	210 Newton St
Current Resident	212 Newton St
Current Resident	213 Homer St
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Current Resident	321 Newton St
Current Resident	322 Newton St
Current Resident	322 Newton St Apt A
Current Resident	322 Newton St Apt B
Current Resident	323 Homer St
Current Resident	324 Homer St

Current Resident	324 Newton St
Current Resident	325 Newton St
Current Resident	326 Newton St
Current Resident	327 Newton St
Current Resident	328 Homer St
Current Resident	328 Newton St
Current Resident	329 Newton St
Current Resident	330 Newton St
Current Resident	331 Newton St
Current Resident	332 Homer St
Current Resident	335 Homer St
Current Resident	335 Newton St
Current Resident	336 Homer St
Current Resident	339 Newton St
Current Resident	401 Homer St
Current Resident	403 Homer St
Current Resident	830 Brooklyn Ave
Current Resident	903 Teche St
Current Resident	907 Teche St
Current Resident	909 Brooklyn Ave
Current Resident	909 Teche St
Current Resident	912 Brooklyn Ave
Current Resident	915 Brooklyn Ave
Current Resident	916 Teche St
Current Resident	918 Brooklyn Ave

Current Resident	918 Teche St
Current Resident	919 Brooklyn Ave
Current Resident	920 River St
Current Resident	922 River St
Current Resident	922 Teche St
Current Resident	924 Brooklyn Ave
Current Resident	925 Teche St
Current Resident	927 Teche St
Current Resident	930 Brooklyn Ave
Current Resident	931 Teche St
Current Resident	934 Brooklyn Ave
Current Resident	935 Teche St
Current Resident	937 Teche St
Current Resident	939 Teche St
Current Resident	940 Brooklyn Ave
Current Resident	941 Teche St
Daniel P Cross	1000 Verret St
Elaine C Henderson	917 Teche St
Geraldine Addison Moses	1018 Brooklyn St
Gwendolyn Mckinnis	301 Homer St
Henry T Holt	27 Vivian Ct
Ida L Oden	322 Homer St
Isaac Jr Antoine	245 Briarwood Dr
James Rentals LLC	P O Box 222
Jones Arden M	ET Al 320 Newton St

Kenan Chopin	916-918 Teche St
Kern Properties LLC	1380 Port of New Orleans Pl
Lamone V Covington	323 Newton St
Lauren L Uzarowski	314 Newton St
Lavallon Hereford	307 Homer St
Lawrence R III Ohler	308 W Honors Pt
Lindsay C Hilton	333 Homer St
Loren E Foster	Etal 327 Newton St
Mark L Swearingen & Danielle M Verderosa	Trustees of The Swearingen Verderosa Family Lving Trust Dated Feb 13 2023 11807 Decour Ct
Monier Winona F	C/O Chanell Jenkins 2244 Country Club
Muhammad Jahda	Etal 941 Teche St
New Beginnings Properties LLC	1201 Annunciation St
Nola Property Trust	C/O Palmetto 24 LLC PO Box 532154
Of Algiers Lodge #102 Pride	C/O Joseph Evans 922 Teche St
Patricia A Jones	319 Homer St
Perry Arthur Jr	322 Newton St Unit A
Rickey Johnson	ET Als 6040 Dover Pl
Ronnie Jackson	4570 Lennox Blvd
Taylor M Lasseigne	912 Brooklyn St
Thomas Sr Elder	330 Homer St
Troy A Carter	P O Box 50730

<b>NEIGHBORHOOD ASSOCIATIONS</b>	
<b>Organization Name: Algiers Economic Development Foundation</b>	
<b>Point of Contact: Kelsey Foster</b>	<b>Updated Point of Contact: LaVerne Toombs</b>
<b>Email: kfooster@algierseconomic.com</b>	<b>Email: ltoombs@algierseconomic.com</b>
<b>Street Address: 2401 Westbend Parkway Suite 3020</b>	
<b>City: New Orleans</b>	
<b>Zip: 70114</b>	
<b>Organization Name: Algiers Point Association</b>	
<b>Point of Contact: Sue Aspinwall</b>	
<b>Phone Number: -</b>	
<b>Email: seaspinwall@gmail.com</b>	
<b>Street Address: -</b>	
<b>City: New Orleans</b>	
<b>Zip: 70114</b>	
<b>Organization Name: Algiers Riverview Association</b>	
<b>Point of Contact: Alex S. Dunn, Sr.</b>	
<b>Phone Number: 504-232-1723</b>	
<b>Email: asdunnsr@gmail.com</b>	
<b>Street Address: 508 Park Blvd.</b>	
<b>City: New Orleans</b>	
<b>Zip: 70114</b>	

<b>Organization Name: Old Algiers Main Street Corporation</b>	
<b>Point of Contact: Karri Maggio</b>	<b>Updated Point of Contact: Valerie Robinson</b>
<b>Phone Number: 504-908-8476</b>	
<b>Email: info@oldalgiersmainstreet.org</b>	<b>Email: valerie@oldalgiersmainstreet.org</b>
<b>Street Address: P.O. Box 740181</b>	
<b>City: New Orleans</b>	
<b>Zip: 70174</b>	
<b>Council District C, Freddie King III</b>	
City Hall, Room 2W70	
1300 Perdido Street	
New Orleans, LA 70112	
Phone: (504) 658-1030	
Email: Freddie.King@nola.gov	
<b>City Planning Commission</b>	
City Hall, Room 7w30	
1300 Perdido Street	
New Orleans, LA 70112	
Phone: 504-658-7033	
Email: CPCInfo@nola.gov	



**NPP MEETING COMMENT CARD**

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

**NPP MEETING COMMENT CARD**

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

**NPP MEETING COMMENT CARD**

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

**NPP MEETING COMMENT CARD**

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

1/4/2026

Project Name: La Marie Short Term Rental

Project Description: La Marie LLC is applying for a conditional use permit to operate a commercial short-term rental at 926 Brooklyn St./Ave. The property is a 3 bedroom, single-family residence, zoned mixed use (HU-MU). Guests will stay overnight at the property for 1-30+ days. La Marie's property managers respond to guests' on-site concerns and incidents within 30 minutes. Fire alarms and carbon monoxide detectors are in all bedrooms and kitchen areas, and multiple fire extinguishers are on site. We minimize disruptions to the neighborhood by instituting quiet hours and monitoring noise levels in the main living area. The property is secured with an ADT security system and front porch camera. Lawn care is maintained regularly, and property management ensures trash is picked up. La Marie's owners and relatives in the area regularly check on the property. Guests will utilize the street parking available directly outside of the home. Our goal is to remain a positive addition to the Algiers Point neighborhood, and invite guests to a historic locale, once home to one of New Orleans' early jazz musicians.

### Floor Plan



Contact: tiara@starmontproperties.com, james@starmontproperties.com

## **NPP Meeting Summary**

**Date of Report:** 01/12/2026

**Project Name:** La Marie Short Term Rental

**Contact:** Tiara Starks, tiara@starmontproperties.com, 630-280-3046; James Montgomery III, james@starmontproperties.com, 504-386-3800; 3157 Gentilly Blvd., #2341, New Orleans, LA 70122

### **Overview**

This report summarizes the results of the Neighborhood Participation Program meeting held by La Marie LLC for the property at 926 Brooklyn St., New Orleans, LA, 70114. The applicant is filing an application for a conditional use permit to operate a short-term rental at the property, in a mixed-use zoning district (HU-MU), pursuant to Council Substitute Motion M-25-530. This report provides a summary of communications with interested parties, neighbors, neighborhood associations, and government staff. All parties have been provided opportunity to comment on the proposed project. Sign-in sheets, included handouts, invitation content, and proof of invitation are attached.

### **Neighborhood Meeting**

An NPP meeting was held on Sunday, January 4, 2026 at 6pm CST at the property in question, 926 Brooklyn St., New Orleans, LA, 70114. The following handouts were prepared and provided by the applicant: sign-in sheet, comment cards, a copy of the New Orleans CZO article for HU-MU zoning district, a copy of Council Substitute Motion M-25-530, a project description handout including floor plan, New Orleans City Planning Commission Online Tools handout. Copies of all handouts are attached. Representatives of the applicant waited at the property for 1 hour, but there were no attendees.

### **Correspondence**

December 16, 2025 – Meeting notices mailed to NPP contact list

December 17, 2025 – Meeting invites emailed to neighborhood associations and city councilman who responded with thanks for the meeting invitation

December 19, 2025 – Meeting invite emailed to Valerie Robinson of the Old Algiers Main Street Corporation, who expressed intent to attend the meeting

January 8, 2026- Email received from Blaine Kern, Jr. expressing regrets for missing the NPP meeting, welcoming La Marie LLC to the neighborhood, and wishing good luck with the short-term rental

## **Results**

150 people/addresses were invited to the NPP meeting

0 invitees attended

1 direct neighbor contacted La Marie LLC following the meeting wishing them well with their short-term rental

Meeting invitees were provided contact email addresses in order to correspond with La Marie LLC about ongoing project updates, public comments, and concerns.



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: <a href="https://www.nola.gov/city-planning/neighborhood-participation-program/">https://www.nola.gov/city-planning/neighborhood-participation-program/</a>
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.)*

<b>If site plans are required,</b> 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

**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

**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

**Conditional Use Established Two-Family, Multi-Family, and Townhouse Dwellings:**

- No increase in floor area \$500
  - Increase in floor area \$700
- Text Amendment: \$1,500



Received by _____
Sign Provided _____ Date _____
Tracking Number _____

## LAND-USE REQUEST APPLICATION

Please submit complete applications via email to [CPCinfo@nola.gov](mailto: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
<b>Completed application</b> with all required information & signed by owner or authorized agent.	Required	Required	Required
<b>Authorization from Property Owner.</b> 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
<b>Accurate survey or legal description</b> showing or describing the legal boundaries of the site.		Required	Required
<b>Photographs</b> of the subject site(s) and building(s).		Required	Required
<b>Neighborhood Participation Program Documents</b> 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
<b>Site Plan</b> 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
<b>Landscape Plans</b> 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
<b>Architectural Elevations</b> of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
<b>Floor Plan(s)</b> of the entire structure(s) showing room use, dimensions, walls, doors, windows, major appliances, plumbing fixtures, stairs, or other egress.			Required
<b>Recommendations or approvals</b> from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
<b>Design Advisory Committee (DAC) Recommendation</b> , when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required



Building/Construction  
Related Permit



Received by _____
Sign Provided <input type="radio"/> Date _____
Tracking Number _____

# LAND-USE REQUEST APPLICATION

Please submit complete applications via email to [CPCinfo@nola.gov](mailto: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.      926 Brooklyn Ave., New Orleans, LA 70114

## APPLICANT INFORMATION

Applicant Identity:       Property Owner       Agent

Applicant Name La Marie LLC

Applicant Address 3157 Gentilly Blvd., #2341

City New Orleans      State LA      Zip 70122

Applicant Contact Number 630-280-3046, 504-386-3800      Email tiara@starmontproperties.com, james@starmontproperties.com

## PROPERTY OWNER INFORMATION      SAME AS ABOVE

Property Owner Name \_\_\_\_\_

Property Owner Address \_\_\_\_\_

City \_\_\_\_\_      State \_\_\_\_\_      Zip \_\_\_\_\_

Property Owner Contact Number \_\_\_\_\_      Email \_\_\_\_\_

## SPECIFIC ZONING REQUEST

A conditional use to permit a Commercial Short-Term Rental in an HU-MU Historic Urban Mixed-Use District in accordance with Council Substitute Motion M-25-530.

## PROPERTY LOCATION

Square Number(s) 154      Lot Number(s) 3

Bounding Streets Brooklyn Ave.      Newton St.      Teche St.

Zoning HU-MU      Municipal District 5

Tax Bill Number 513205109      Planning District 12

## DESCRIPTION OF PROJECT (Attachments are acceptable)

La Marie LLC is applying to operate a short-term rental at 926 Brooklyn Ave. in the Algiers Point neighborhood. STR guests will utilize existing street parking outside of the home. No construction or renovations are planned for the property. La Marie will contract property managers who will respond to all on-site needs within 30 minutes. Policies will be put in place to ensure guests respect the surrounding neighborhood. This project will ensure the upkeep of a historic home relevant to New Orleans jazz history.



Received by _____
Sign Provided <input type="radio"/> 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 Jiana Starkes, Member, La Marie LLC Date 01/15/2026

Agent Signature N/A 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 Resulition 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.

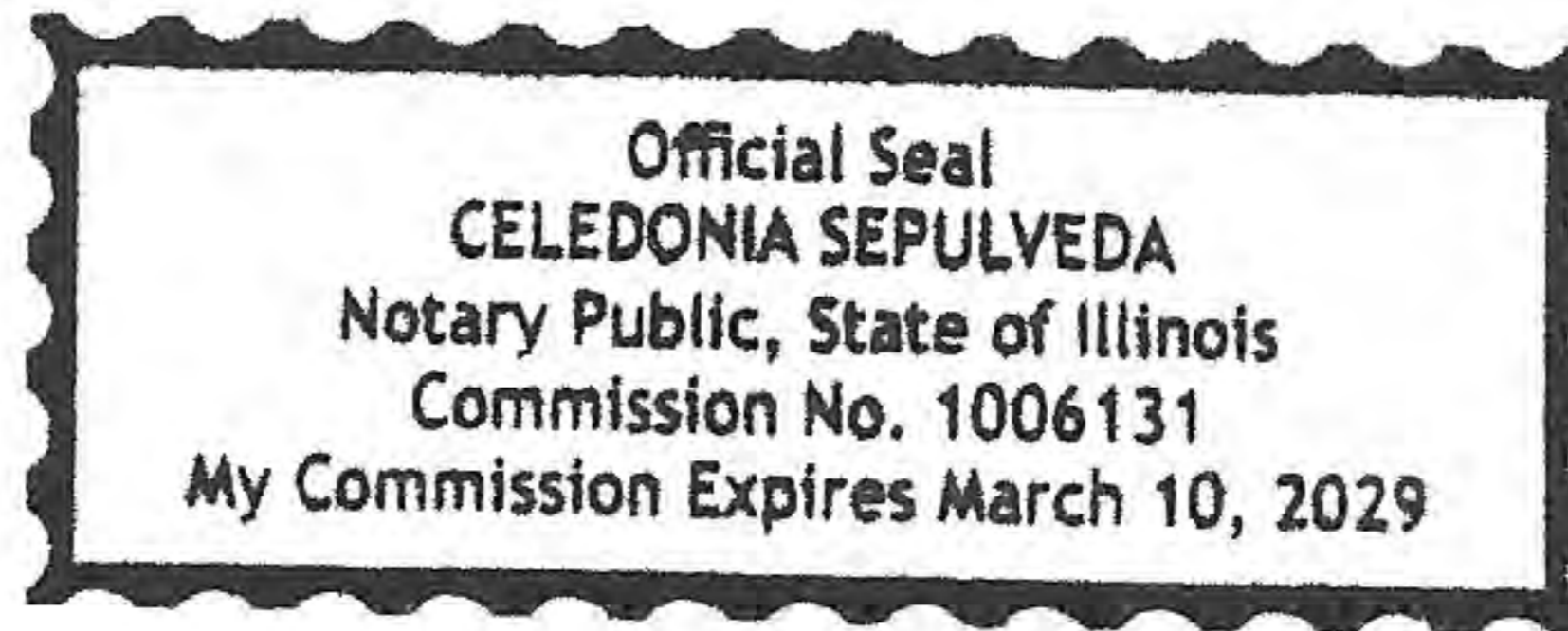
~~STATE OF LOUISIANA, PARISH OF ORLEANS~~ State of Illinois County COOK

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 15 day of January, 2026

My Commission expires March 10, 2029

Celedonia Sepulveda  
 notary



**SUBSTITUTE MOTION**

**NO. M-25-530**

**CITY HALL: October 29, 2025**

**BY: COUNCILMEMBERS MORRELL AND HARRIS**

**WHEREAS**, on May 25, 2023, the City Council adopted Motion M-23-247 directing the City Planning Commission to study the impacts of transient lodging uses (including short-term rental, commercial; hotel/motel; timeshare; hostel; and bed and breakfast, principal and accessory) and to recommend updates to the Comprehensive Zoning Ordinance related to these uses;

**WHEREAS**, the Council directed the City Planning Commission to complete the study within 180 days of the adoption of M-23-247 in May 2023;

**WHEREAS**, despite its best efforts and retention of a professional services consultant, the City Planning Commission failed to complete the study within 180 days;

**WHEREAS**, the City Planning Commission recently indicated that the transient lodging study report will be considered at its meeting on October 28, 2025;

**WHEREAS**, assuming the City Planning Commission considers the report at its October 28th meeting and thereafter timely transmits the report to the Council, the earliest the Council can conduct a hearing on the study is at its November 20, 2025 meeting;

**WHEREAS**, tourism is a major component of the City's economy;

**WHEREAS**, changes to transient lodging regulations may significantly impact the City's economy, real estate market, housing availability, and other major areas of concern;

**WHEREAS**, to avert a flood of applications for transient lodging uses filed in advance of anticipated amendments to the regulations, the City Council wishes to protect the public's health, safety, and welfare until the transient lodging study report is made available for public review, considered by both the City Planning Commission and the Council at public hearings, and any resulting changes are subsequently adopted into the Comprehensive Zoning Ordinance, in accordance with the process established by law;

**WHEREAS**, if not otherwise prohibited within each of the City's many zoning districts, the Comprehensive Zoning Ordinance regulates the several types of transient lodging uses as either "conditional" uses (requiring administrative review and approval by ordinance) or "permitted" uses (no need for administrative review or approval);

**WHEREAS**, given the several types of permitted and conditional transient lodging uses across the City’s many zoning districts and the potential for a flood of applications in advance of substantial changes to the regulatory scheme, the Council desires to ease any possible burdensome impacts on neighboring land and public;

**WHEREAS**, the Council believes the best path forward is to review each new transient lodging use as if it is conditional, regardless of whether it is otherwise permitted under the Comprehensive Zoning Ordinance, thereby allowing for individual consideration of the impacts created upon the neighboring land, given all factors related to that specific use as proposed, and the public need for the particular use at the particular location; **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 an amendment to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance (“CZO”), to amend Article 19 to establish a new Interim Zoning District to be named the *Transient Lodging Interim Zoning District* (“IZD”), the intent of which is to require the approval of a conditional use by ordinance for the following uses when they are designated as permitted uses (“P”) in the text of the Comprehensive Zoning Ordinance: hotel/motel; hostel; short-term rental, commercial; timeshare; and bed and breakfast, principal and accessory (collectively, the “Transient Lodging Uses”). The Transient Lodging Uses shall be subject to all provisions in the CZO related to conditional uses, including but not limited to Section 4.3. All other regulations in the CZO that may relate to any of the Transient Lodging Uses, including but not limited to use standards, bulk and yard standards, parking requirements, and stormwater management, shall continue to apply to the uses if approved under the terms of this IZD, unless expressly waived by the ordinance approving the conditional use. Where any of the Transient Lodging Uses are prohibited in the CZO, they shall remain prohibited uses under this IZD. Furthermore, when the City Planning Commission receives a request for a conditional use for any proposed Transient Lodging Use, it should consider all criteria set forth in the CZO for a conditional use for the proposed use as well as the following criteria specific to this IZD:

1. Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?
2. Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
3. Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?

4. Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
5. How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?

**BE IT FURTHER MOVED,** That this IZD shall apply citywide to all zoning districts.

**BE IT FURTHER MOVED,** That this IZD shall be in effect for a period of one year and may be extended as provided in Section 3-126 of the City Charter.

**BE IT FURTHER MOVED,** That, in accordance with Article 19, Section 19.3.C.5 of the CZO, all appropriate agencies of the City shall neither accept any new application for a license or permit for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, nor issue any permit or license that conflicts with the intent and provisions of this IZD for any property while this IZD is in effect. Except for properties where the relevant use has been deemed discontinued or abandoned for a continuous period of 180 days, this IZD shall not operate to require a conditional use ordinance for any property which has already received a permit or license for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, including any property which has received a building permit but has not yet received a license to operate.

**BE IT FURTHER MOVED,** That appeals of this IZD shall be made to the Executive Director of the City Planning Commission. Every application for appeal shall be made on forms provided by the City and shall be accompanied by the payment of a filing fee in the amount of \$1,500.00. Every application shall also include a written statement explaining why the appellant should be exempted from the conditional use requirement imposed by this IZD. The Executive Director shall not accept any appeal application that is not submitted and completed on the forms provided by the City, does not include all information required by this IZD and CZO Section 4.3, or does not include complete payment of the filing fee. The Executive Director or his or her staff shall review the accepted appeal application and shall make a recommendation to the Council of approval, modified approval, or denial based on the following standards:

1. Is the use requested in the appeal compatible with the surrounding land uses and structures?
2. Does the use requested in the appeal provide for an efficient use of land?
3. Will granting the use requested in the appeal increase traffic and safety hazards?
4. Will the use requested in the appeal increase community environmental impacts?

5. Is the use requested in the appeal consistent with all applicable zoning regulatory provisions except this Interim Zoning District, as found in the Comprehensive Zoning Ordinance and the City Code?
6. Will the use requested in the appeal prevent the development of long-term housing, including affordable and workforce housing?
7. Will the use requested in the appeal reduce the amount of long-term housing, including affordable and workforce housing?
8. Has the property associated with the appeal been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
9. Has any applicant associated with this appeal been adjudicated liable for violations related to prior Transient Lodging Uses at any other property?
10. How many additional Transient Lodging Uses exist within 1,000 feet of the property associated with the appeal?
11. Do special circumstances exist that would justify granting the appeal and bypassing the conditional use process set forth herein rather than requiring the applicant to adhere to the terms of this Interim Zoning District?

In conducting this review, the Executive Director may request that the applicant provide additional information, beyond that required by the official appeal application forms, as is necessary for the Executive Director to provide a recommendation. The Executive Director shall transmit the recommendation to the City Council within 60 days of receipt of the completed application to appeal and payment of the filing fee. The Council shall have 60 days from receipt of the Executive Director's recommendation to act by motion directing the drafting of an ordinance to grant the appeal (with or without modifications) or to deny the appeal. If the Council fails to act within 60 days from receipt of the recommendation, the appeal shall be deemed to be denied.

**BE IT FURTHER MOVED,** That the requirement to conduct a Neighborhood Participation Program pursuant to Comprehensive Zoning Ordinance Section 4.2.D.1 is hereby waived due to the delay in transmission of the Transient Lodging Study from the City Planning Commission and the robust, ongoing city-wide engagement regarding transient lodging uses.

**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, 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: Giarrusso, Green, Harris, King, Moreno, Morrell, Thomas - 7**

**NAYS: 0**

**ABSENT: 0**

**RECUSED: 0**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE AND CORRECT COPY  
Lera W. Johnson  
CLERK OF COUNCIL

**AND THE MOTION WAS ADOPTED.**

*G:\DoCS\JOYCELYN\COUNCIL\MOTIONS-RESOLUTIONS\2025\October 29\M-25-530 Sub.docx*

**ENGROSSED VERSION**

(showing changes from the motion (as amended) adopted on 10/23/2025):

**WHEREAS**, on May 25, 2023, the City Council adopted Motion M-23-247 directing the City Planning Commission to study the impacts of transient lodging uses (including short-term rental, commercial; hotel/motel; timeshare; hostel; and bed and breakfast, principal and accessory) and to recommend updates to the Comprehensive Zoning Ordinance related to these uses;

**WHEREAS**, the Council directed the City Planning Commission to complete the study within 180 days of the adoption of M-23-247 in May 2023;

**WHEREAS**, despite its best efforts and retention of a professional services consultant, the City Planning Commission failed to complete the study within 180 days;

**WHEREAS**, the City Planning Commission recently indicated that the transient lodging study report will be considered at its meeting on October 28, 2025;

**WHEREAS**, assuming the City Planning Commission considers the report at its October 28th meeting and thereafter timely transmits the report to the Council, the earliest the Council can conduct a hearing on the study is at its November 20, 2025 meeting;

**WHEREAS**, tourism is a major component of the City's economy;

**WHEREAS**, changes to transient lodging regulations may significantly impact the City's economy, real estate market, housing availability, and other major areas of concern;

**WHEREAS**, to avert a flood of applications for transient lodging uses filed in advance of anticipated amendments to the regulations, the City Council wishes to protect the public's health, safety, and welfare until the transient lodging study report is made available for public review, considered by both the City Planning Commission and the Council at public hearings, and any resulting changes are subsequently adopted into the Comprehensive Zoning Ordinance, in accordance with the process established by law;

**WHEREAS**, if not otherwise prohibited within each of the City's many zoning districts, the Comprehensive Zoning Ordinance regulates the several types of transient lodging uses as either "conditional" uses (requiring administrative review and approval by ordinance) or "permitted" uses (no need for administrative review or approval);

**WHEREAS**, given the several types of permitted and conditional transient lodging uses across the City's many zoning districts and the potential for a flood of applications in advance of substantial

changes to the regulatory scheme, the Council desires to ease any possible burdensome impacts on neighboring land and public;

**WHEREAS**, the Council believes the best path forward is to review each new transient lodging use as if it is conditional, regardless of whether it is otherwise permitted under the Comprehensive Zoning Ordinance, thereby allowing for individual consideration of the impacts created upon the neighboring land, given all factors related to that specific use as proposed, and the public need for the particular use at the particular location. **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 an amendment to Ordinance No. 4264 M.C.S., as amended, the Comprehensive Zoning Ordinance (“CZO”), to amend Article 19 to establish a new Interim Zoning District to be named the *Transient Lodging Interim Zoning District* (“IZD”), the intent of which is to require the approval of a conditional use by ordinance for the following uses when they are designated as permitted uses (“P”) in the text of the Comprehensive Zoning Ordinance: hotel/motel; hostel; short-term rental, commercial; timeshare; and bed and breakfast, principal and accessory (collectively, the “Transient Lodging Uses”). The Transient Lodging Uses shall be subject to all provisions in the CZO related to conditional uses, including but not limited to Section 4.3. All other regulations in the CZO that may relate to any of the Transient Lodging Uses, including but not limited to use standards, bulk and yard standards, parking requirements, and stormwater management, shall continue to apply to the uses if approved under the terms of this IZD, unless expressly waived by the ordinance approving the conditional use. Where any of the Transient Lodging Uses are prohibited in the CZO, they shall remain prohibited uses under this IZD. Furthermore, when the City Planning Commission a request for a conditional use for any proposed Transient Lodging Use, it should consider all criteria set forth in the CZO for a conditional use for the proposed use as well as the following criteria specific to this IZD:

1. Will the proposed Transient Lodging Use prevent the development of long-term housing, including affordable and workforce housing?
2. Will the proposed Transient Lodging Use reduce the amount of long-term housing, including affordable and workforce housing?
3. Will the proposed Transient Lodging Use be located along a major arterial street or within 600 feet of a transit stop?
4. Has the subject property been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
5. How many additional Transient Lodging Uses exist within 1,000 feet of the subject property?

**BE IT FURTHER MOVED,** That this IZD shall apply citywide to all zoning districts.

**BE IT FURTHER MOVED,** That this IZD shall be in effect for a period of one year and may be extended as provided in Section 3-126 of the City Charter.

**BE IT FURTHER MOVED,** That, in accordance with Article 19, Section 19.3.C.5 of the CZO, all appropriate agencies of the City shall neither accept any new application for a license or permit for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, nor issue any permit or license that conflicts with the intent and provisions of this IZD for any property while this IZD is in effect. Except for properties where the relevant use has been deemed discontinued or abandoned for a continuous period of 180 days, this IZD shall not operate to require a conditional use ordinance for any property which has already received a permit or license for a hotel/motel, hostel, short-term rental, commercial, timeshare, or bed and breakfast, including any property which has received a building permit but has not yet received a license to operate.

**BE IT FURTHER MOVED,** That appeals of this IZD shall be made to the Executive Director of the City Planning Commission. Every application for appeal shall be made on forms provided by the City and shall be accompanied by the payment of a filing fee in the amount of \$1,500.00. Every application shall also include a written statement explaining why the appellant should be exempted from the conditional use requirement imposed by this IZD. The Executive Director shall not accept any appeal application that is not submitted and completed on the forms provided by the City, does not include all information required by this IZD and CZO Section 4.3, or does not include complete payment of the filing fee. The Executive Director or his or her staff shall review the accepted appeal application and shall make a recommendation to the Council of approval, modified approval, or denial based on the following standards:

1. Is the use requested in the appeal compatible with the surrounding land uses and structures?
2. Does the use requested in the appeal provide for an efficient use of land?
3. Will granting the use requested in the appeal increase traffic and safety hazards?
4. Will the use requested in the appeal increase community environmental impacts?
5. Is the use requested in the appeal consistent with all applicable zoning regulatory provisions except this Interim Zoning District, as found in the Comprehensive Zoning Ordinance and the City Code?
6. Will the use requested in the appeal prevent the development of long-term housing, including affordable and workforce housing?

7. Will the use requested in the appeal reduce the amount of long-term housing, including affordable and workforce housing?
8. Has the property associated with the appeal been adjudicated liable of City Code violations related to prior Transient Lodging Uses?
9. Has any applicant associated with this appeal been adjudicated liable for violations related to prior Transient Lodging Uses at any other property?
10. How many additional Transient Lodging Uses exist within 1,000 feet of the property associated with the appeal?
11. Do special circumstances exist that would justify granting the appeal and bypassing the conditional use process set forth herein rather than requiring the applicant to adhere to the terms of this Interim Zoning District?

In conducting this review, the Executive Director may request that the applicant provide additional information, beyond that required by the official appeal application forms, as is necessary for the Executive Director to provide a recommendation. The Executive Director shall transmit the recommendation to the City Council within 60 days of receipt of the completed application to appeal and payment of the filing fee. The Council shall have 60 days from receipt of the Executive Director's recommendation to act by motion directing the drafting of an ordinance to grant the appeal (with or without modifications) or to deny the appeal. If the Council fails to act within 60 days from receipt of the recommendation, the appeal shall be deemed to be denied.

**BE IT FURTHER MOVED, That the requirement to conduct a Neighborhood Participation Program pursuant to Comprehensive Zoning Ordinance Section 4.2.D.1 is hereby waived due to the delay in transmission of the Transient Lodging Study from the City Planning Commission and the potential for a flood of applications if this Interim Zoning District is not adopted immediately.**

**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, 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.

R. Kyle Ardoin  
SECRETARY OF STATE

State of Louisiana  
Secretary of State



COMMERCIAL DIVISION  
225.925.4704

12/13/2022

Administrative Services  
225.932.5317 Fax  
Corporations  
225.932.5314 Fax  
Uniform Commercial Code  
225.932.5318 Fax

ONLINE FILING  
James@stamontproperties.com

LA MARIE, LLC

It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

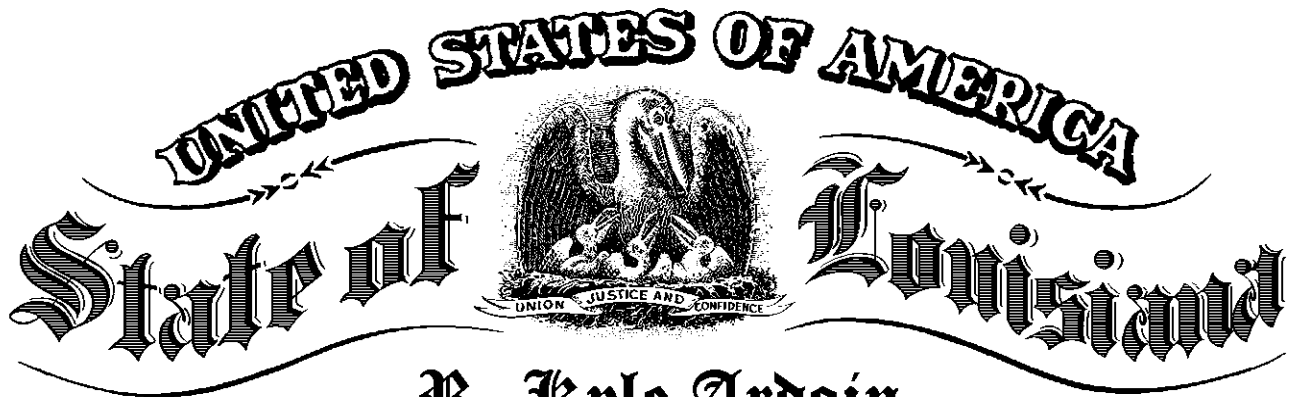
In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through **geauxBIZ**: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division  
WEB



**R. Kyle Ardoin**  
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

**LA MARIE, LLC**

Domiciled at LAFAYETTE, LOUISIANA,

Was filed and recorded in this Office on December 13, 2022,

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 13, 2022

*Secretary of State*

WEB 45187095K



Certificate ID: 11660773#SWM73

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](http://www.sos.la.gov)

R. Kyle Ardoin  
SECRETARY OF STATE

State of Louisiana  
Secretary of State



December 13, 2022

COMMERCIAL DIVISION  
225.925.4704

Administrative Services  
225.932.5317 Fax  
Corporations  
225.932.5314 Fax  
Uniform Commercial Code  
225.932.5318 Fax

The attached document of LA MARIE, LLC was received and filed on December 13, 2022.

WEB 45187095K

**STATE OF LOUISIANA**  
**ARTICLES OF ORGANIZATION**

**(R.S. 12:1301)**

**1. The name of this limited liability company is:**

LA MARIE, LLC

**2. This company is formed for the purpose of:**

ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES  
MAY BE FORMED

**3. The duration of this limited liability company is: (may be perpetual):**

PERPETUAL

**4. The company is:**

MEMBER-MANAGED

**Other provisions:**

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.**

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.

**ELECTRONIC SIGNATURE:** JAMES MONTGOMERY III (12/12/2022)

**TITLE:** MEMBER

**LIMITED LIABILITY COMPANY INITIAL REPORT**

**(R.S. 12:1305 (E))**

**The name of this limited liability company is:**

LA MARIE, LLC

**The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:**

201 RUE BEAUREGARD STE 202  
LAFAYETTE, LA, 70508

**Mailing Address:**

3157 GENTILLY BLVD. UNIT 2341  
NEW ORLEANS, LA, 70122

**The full name and municipal address (not a P.O. Box only) of each of this limited liability company's registered agent(s) is/are:**

NORTHWEST REGISTERED AGENT LLC  
201 RUE BEAUREGARD, STE. 202  
LAFAYETTE, LA, 70508

**The name and municipal address (not a P.O. Box only) of the managers or members:**

JAMES MONTGOMERY (MANAGER, MEMBER)  
3157 GENTILLY BLVD. UNIT 2341  
NEW ORLEANS, LA, 70122

TIARA STARKS (MANAGER, MEMBER)

3157 GENTILLY BLVD. UNIT 2341  
NEW ORLEANS, LA, 70122

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.**

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.

**ELECTRONIC SIGNATURE:** JAMES MONTGOMERY III (12/12/2022)

**TITLE:** MEMBER

**SECRETARY OF STATE**



## **Agent Affidavit and Acknowledgement of Acceptance**

**Charter Number:** 45187095K

**Charter Name:** LA MARIE, LLC

**The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.**

<b>Date Responded</b>	<b>Agent(s)</b>	<b>Agent(s) Electronic Signature</b>
12/13/2022	NORTHWEST REGISTERED AGENT LLC	TOM GLOVER

# OPERATING AGREEMENT

of

## La Marie, LLC

### A Limited Liability Company

**THIS OPERATING AGREEMENT** (this "Agreement") of La Marie, LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

#### **I. Formation.**

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for La Marie, LLC, a Member-managed Louisiana limited liability company (the "Company") formed under and pursuant to Louisiana law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Louisiana law absent such a provision, this Agreement, to the extent permitted under Louisiana law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is: 3157 Gentilly Blvd, Unit 2341, New Orleans, LA 70122, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Northwest Registered Agent LLC. The Agent's registered office is 201 Rue Beauregard, Ste. 202, Lafayette, LA 70508. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Louisiana Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

#### **II. Purposes and Powers.**

A. Purpose. This Company is created for lawful business activities, including hospitality.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Louisiana law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Louisiana. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Louisiana law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Louisiana law.

#### **III. Members.**

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Tiara Starks, 50%  
James Montgomery III, 50%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members. No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Louisiana law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

After the 90 day period reserved for the group decision, if all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually for the next 30 days. If no individual Member finalizes a purchase within the 30 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

## F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. Proxies may be rejected by majority vote within 30 days of execution; after 30 days the proxy shall stand. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain, and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Allocate fairly and reasonably any overhead for shared office space;
9. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Louisiana limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

#### H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Louisiana.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as, or on behalf of, a party having an interest adverse to the Company, unless a majority, by individual vote, of the Members, excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members, excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith, and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
  - i. One or more Members, Officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
  - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
  - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law, or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

#### IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be kept and stored by the Company and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

## V. Tax Treatment Election.

A. Tax Designation. The Company has or may file with the Internal Revenue Service for treatment as an S-corporation.

## VI. Officers.

A. Appointment and Titles of Officers. The initial Officers may be appointed by the Members and may consist of at least a Chairman, a Secretary, and a Treasurer. Any additional or substitute Officers may be chosen by the Members. The Members may also choose one or more President, Vice-President, Assistant Secretaries, and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Louisiana law. The Members may appoint such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of the Members. Any vacancy occurring in any office of the Company shall be filled by the Members. Unless the Members decide otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Louisiana law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman*. The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company, and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

- i. where required or permitted by law or this Agreement to be otherwise signed and executed;
- ii. where signing and execution thereof shall be expressly delegated by the Members to some other Officer or agent of the Company.

2. *President*. In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Members may from time to time prescribe.

3. *Vice-Presidents*. In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.

4. *Secretary and Assistant Secretary*. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Louisiana law, and shall perform such other duties as may be prescribed by the Members or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant

Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Members. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Members and shall render to the Chairman and to the Members, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements may be prepared on an income tax basis and delivered to the Members forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Louisiana law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Members may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of Louisiana.

2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as, or on behalf of, a party having an interest adverse to the Company, unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. The Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members, excluding the interested Officer if that Officer is a Member, consents thereto. In the event that the interested Officer is the sole Member, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Members or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith, and fair dealing to the Company and to the Members, but shall owe no such duties to Officers unless the Officer is a Member. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.

4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

## **VII. Dissolution.**

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value. Such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities, and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Louisiana shall have been canceled in the manner required by Louisiana law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Louisiana Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Louisiana and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

## **VIII. Exculpation and Indemnification.**

A. No Member, Officer, employee, or agent of the Company and no employee, agent, or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage, or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or

omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit, or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

#### **IX. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

#### **X. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Louisiana.

#### **XI. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

#### **XII. General Provisions.**

A. Notices. All notices, offers, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail or sent via email and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party, or by email.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday, or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience, and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Louisiana (without regard to conflicts of law principles thereof).

G. Application of Louisiana Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Louisiana law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed, and filed in accordance with Louisiana law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Operating Agreement, which shall be effective as of February 28, 2023.

Tiara Starks 03/01/2023  
Tiara Starks, Member Date

James Montgomery III 02/28/2023  
James Montgomery III, Member Date

# ATTACHMENT A

## Initial Contributions of the Members

The Initial Contributions of the Members of La Marie, LLC are as follows:

Tiara Starks

Contribution:

Cash: \$1,000.00

James Montgomery III

Contribution:

Cash: \$1,000.00

## Site Conditions per the New Orleans Assessor's Office



### Legal Description of Property per the Act of Sale

A CERTAIN PIECE OR 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 Fifth District of the City of New Orleans, Parish of Orleans, State of Louisiana, in Square 154, bounded by Brooklyn Avenue, Newton Street, and Teche Street (side), and designated as Lot 3. Said lot commences at a distance of 95 feet, 6 inches, 0 lines from the intersection of Brooklyn Avenue and Newton Street, and measures thence 31 feet, 11 inches, 5 lines front on Brooklyn Avenue, same width in the rear, by a depth of 95 feet, 11 inches, 0 lines between equal and parallel lines. All as more fully shown on survey by Wilton J. Dufrene, Land Surveyor, dated December 27, 1982, a copy of which is attached to act registered in GIN 626027.



# NEW ORLEANS CITY PLANNING COMMISSION ONLINE TOOLS

## **CPC Website** [nola.gov/next/city-planning](http://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](http://czo.nola.gov)

The entire text of the CZO can be viewed at this web address.

## **NoticeMe** [noticeme.nola.gov](http://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](http://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](http://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.*

# NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

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## ARTICLE 12 HISTORIC URBAN NEIGHBORHOODS NON-RESIDENTIAL DISTRICTS

### PURPOSE OF THE HISTORIC URBAN NEIGHBORHOODS

Historic Urban Neighborhoods are those areas of the city that were developed predominantly in the mid to late 19th century. The development pattern of Historic Urban Neighborhoods is characterized by a higher density and pedestrian scale environment with limited accommodation for the automobile. Within Historic Urban Neighborhoods, many of the residential neighborhoods contain traditional corner stores that serve the immediate residents and are in close proximity to commercial clusters of local businesses.

The non-residential districts of the Historic Urban Neighborhoods address the small-scale commercial areas have become integral parts of older neighborhoods. These range from pedestrian-oriented commercial clusters at the intersection of arterial streets, the traditional corner store, and mixed-use corridors. The regulations are intended to control the types of uses allowed and the scale of development to encourage their vitality while maintaining compatibility with nearby residential areas.

### CHARACTER OF THE HISTORIC URBAN NEIGHBORHOODS

The character of the non-residential districts of the Historic Urban Neighborhoods is defined by:

- » Commercial uses closely integrated into the residential neighborhoods, including the traditional corner store, small commercial clusters and small mixed-use corridors
- » Commercial structures compatible in scale and design with the majority of buildings in nearby residential areas
- » A pedestrian-oriented environment, with limited or no accommodation for on-site parking, where residents often walk to their destination
- » Commercial uses generally oriented to serve the needs of nearby residents and the neighborhood

## 12.1 PURPOSE STATEMENTS

### 12.1.A PURPOSE OF THE HU-B1A NEIGHBORHOOD BUSINESS DISTRICT

The HU-B1A Neighborhood Business District is intended to address an individual parcel or small cluster of parcels in non-residential use that exist within residential areas that have historically served the neighborhood and are located on a corner, including established corner stores. These historic neighborhood business uses are

consistent with the character of the surrounding neighborhood and are intended to serve the immediate area with minimal impact on the surrounding residential uses. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

### 12.1.B PURPOSE OF THE HU-B1 NEIGHBORHOOD BUSINESS DISTRICT

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. In addition to commercial uses, this district provides for single-family dwellings, two-family dwellings and can accommodate small-scale multi-family dwellings. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

### 12.1.C PURPOSE OF THE HU-MU NEIGHBORHOOD MIXED-USE DISTRICT

The HU-MU Neighborhood Mixed-Use District is intended for areas of mixed-use development that are close to residential neighborhoods. The district regulations are designed to encourage mixed-use areas that are compatible with adjacent or nearby land uses and pedestrian-oriented in character. In the HU-MU District, active retail and personal service uses along the ground floor with residential uses above are encouraged. A variety of residential dwellings are also allowed. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing.

Adopted by Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21

### 12.1.D PURPOSE OF THE HISTORIC URBAN NEIGHBORHOODS NON-RESIDENTIAL MANDATORY INCLUSIONARY ZONING SUB-DISTRICTS

The Historic Urban Neighborhoods Non-Residential Mandatory Inclusionary Zoning Sub-Districts are intended to include mandatory affordable housing requirements, in accordance with Article 28, in districts that allow the development of ten or more dwelling units.



## 12.2 USES

### 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

<b>Table 12-1: Permitted and Conditional Uses</b>				
<b>USE<sup>1</sup></b>	<b>DISTRICTS</b>			<b>USE STANDARDS</b>
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>	
<b>RESIDENTIAL USE</b>				
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 <sup>8</sup>	P <sup>9</sup>		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 <sup>2</sup>	p <sup>2</sup>	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 <sup>2</sup>	p <sup>2</sup>	P	Section 20.3.PP
Residential Care Facility	P	P	P	Section 20.3.YY
<b>COMMERCIAL USE</b>				
Amusement Facility, Indoor		P	P	Section 20.3.E
Animal Hospital	P	P	P	

<b>Table 12-1: Permitted and Conditional Uses</b>				
<b>USE<sup>1</sup></b>	<b>DISTRICTS</b>			<b>USE STANDARDS</b>
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>	
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 <sup>3</sup>	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	
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

<b>Table 12-1: Permitted and Conditional Uses</b>				
<b>USE<sup>1</sup></b>	<b>DISTRICTS</b>			<b>USE STANDARDS</b>
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>	
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 <sup>4</sup>	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	
<b>INDUSTRIAL USE</b>				
Brewery			p <sup>7</sup>	
Food Processing			C	
Distillery			p <sup>7</sup>	
Manufacturing, Artisan			P	
Mardi Gras Den			C	
Mini-Warehouse			C	
Warehouse			C	
<b>INSTITUTIONAL USE</b>				
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
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	

<b>Table 12-1: Permitted and Conditional Uses</b>				
<b>USE<sup>1</sup></b>	<b>DISTRICTS</b>			<b>USE STANDARDS</b>
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>	
Public Works and Safety Facility			C	
Social Club or Lodge	P	P	P	Section 20.3.CCC
<b>OPEN SPACE USE</b>				
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	
<b>OTHER</b>				
EV Charging Station (Principal Use)		C	C	Section 20.3.YYY
Parking Lot (Accessory Use)	p <sup>10</sup>	p <sup>10</sup>	p <sup>10</sup>	
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 <sup>5</sup>	p <sup>5</sup>	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	C,p <sup>6</sup>	C,p <sup>6</sup>	C,p <sup>6</sup>	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	C	C	C	Section 20.3.JJJ

**TABLE 12-1 FOOTNOTES**

<sup>1</sup> The terms in this column (“Use”) are defined in Article 26.

<sup>2</sup> Subject to the use restrictions in Section 12.2.B.2.

<sup>3</sup> Subject to the use restrictions in Section 12.2.B.3.

<sup>4</sup> Subject to the use restrictions in Section 12.2.B.4.

<sup>5</sup> 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

<sup>6</sup> Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

<sup>7</sup> Subject to the use restrictions in Section 12.2.B.5.

<sup>8</sup> 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.

<sup>9</sup> Established Multi-Family Dwellings with a documented legal history are permitted uses in this district at any number previously provided.

<sup>10</sup>As authorized in Article 22, Section 22.8.B.2.a

Adopted by Jan. 20, 2017, Ord. 27,262 MCS, §1, Zoning Docket 114-16; Ord. No. 27,209, §1, Dec. 7, 2016, Zoning Docket 61/16; Ord. No. 27,375, §3, April 28, 2017, Zoning Docket 118/16; Ord. No. 27,338, §3, March 31, 2017, Zoning Docket 121/16; Ord. No. 27,726, §1, April 11, 2018, Zoning Docket 4/18; Ord. No. 27,707, §1, April 2, 2018, Zoning Docket 001/18; Technical Correction #1, 12-17-18; Ord. 28176, Sept. 5, 2019, ZD 58/19; Ord. No. 28,156 MCS, §6, August 8, 2019, Zoning Docket 026/19 & 027/19; Ord. 28349 MCS, 5-7-20, ZD 122/19; Ord. 28432 MCS, 8-6-20, ZD 38/20; Ord. 28622, 3-11-21, ZD 83/20; Ord. 28714 MCS, 7-1-21, ZD 24/24; Ord. 28696, 6-3-21, ZD 16/21; Ord 28905 MCS, 1-6-22, ZD 83/21; Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21; Ord 29004 MCS 4-21-22, ZD 001/22; Ord 29126, 8-12-22, ZD016/22; Ord 29157 9-15-22, ZD 030/22; Ordinance No. 29382, March 23, 2023, Zoning Docket 02/23; Ord. 29528, 7-24-23, Zoning Docket 13/23; Ordinance No. 29702, November 7, 2023, Zoning Docket 063/23; Ordinance No. 29946, 6-13-24, Zoning Docket 002/24; Ordinance No. 30308, 4-29-25, Zoning Docket 093-24

## 12.2.B USE RESTRICTIONS

### 12.2.B.1 COMMERCIAL USE FLOOR AREA LIMITATION

#### 1. Commercial Use Floor Area Limitation

In the Historic Urban Neighborhood Districts, the floor area of commercial uses is limited as follows:

- a. Commercial uses are permitted uses up to five thousand (5,000) square feet of total floor area, unless conditional use approval is required per Table 12-1 (#table12-1).
- b. Conditional use approval required for any commercial use of five thousand (5,000) square feet of floor area or more with the exception of grocery stores. Grocery stores are permitted by-right up to 10,000 square feet in area.
- c. Any commercial use over ten thousand (10,000) square feet of total floor area is prohibited. This applies only to new construction as of the effective date of this Ordinance. Grocery stores are exempt from this prohibition. Grocery Stores over 10,000 square feet in area require conditional use approval. Commercial uses that locate within an existing structure as of the effective date of this Ordinance that are over ten thousand (10,000) square feet of total floor area require conditional use approval.

Adopted by Ord 28805 MCS, 10-21-21, ZD 48/21

### 12.2.B.2 GROUP HOME AND PERMANENT SUPPORTIVE HOUSING RESTRICTION IN HU-B1A AND HU-B1 DISTRICTS

In the HU-B1A and HU-B1 Districts, Large Group Homes and Supportive Housing uses are only permitted when located above the ground floor.

### 12.2.B.3 DRIVE-THROUGH FACILITIES IN THE HU-MU DISTRICT

1. New Drive-Through facilities in the HU-MU District are only allowed as conditional uses where they are proposed to be constructed in combination with a retail goods establishment in order to provide or dispense medical or pharmaceutical products.
2. Previously constructed Drive-Through facilities may seek conditional use approval to operate, modify, expand, or reconstruct, in accordance with the standards set forth in Article 20, Section 20.3.V.

Adopted by Ord. 29850 MCS, 03-21-24, ZD 086/23;

### 12.2.B.4 FLOOR AREA MINIMUM FOR RETAIL SALES OF PACKAGED ALCOHOLIC BEVERAGES IN THE HU-B1 DISTRICT

Retail sales of alcoholic beverages in the HU-B1 Districts must be within a business with a minimum of 5,000 square feet of floor area.

### 12.2.B.5 BREWERIES IN THE HU-MU DISTRICT

Only breweries and distilleries that produce fewer than 12,500 barrels per year are considered permitted uses in the HU-MU District.

Adopted by Ord. 28696 MCS, 6-3-21, ZD 16/21

## 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

<b>Table 12-2: Bulk &amp; Yard Regulations</b>			
<b>BULK &amp; YARD REGULATIONS</b>	<b>DISTRICTS</b>		
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>
<b>BULK REGULATIONS</b>			
<b>MINIMUM LOT AREA</b>	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**

<b>BULK &amp; YARD REGULATIONS</b>	<b>DISTRICTS</b>		
	<b>HU-B1A</b>	<b>HU-B1</b>	<b>HU-MU</b>
<b>MAXIMUM TOTAL FLOOR AREA – COMMERCIAL USE<sup>1</sup></b>	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.
<b>A MINIMUM LOT WIDTH</b>	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>B MAXIMUM BUILDING HEIGHT</b>	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
<b>MINIMUM PERMEABLE OPEN SPACE</b>	10% of lot area	10% of lot area	10% of lot area
<b>MINIMUM YARD REQUIREMENTS</b>			
<b>C FRONT YARD</b>	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
<b>D INTERIOR SIDE YARD</b>	3'	SF, 2F, MF: 3' Non-Residential/Mixed-Use/dwelling above ground floor: None, unless abutting a residential district then 3' <sup>2</sup>	SF & 2F: 3' Townhouse, MF & Non-Residential/Mixed-Use: None, unless abutting a residential district then 3' <sup>2</sup>

**Table 12-2: Bulk & Yard Regulations**

BULK & YARD REGULATIONS	DISTRICTS		
	HU-B1A	HU-B1	HU-MU
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'
	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' <sup>2</sup>	Residential: 20% of lot depth or 15', whichever is less Non-Residential/Mixed-Use/MF: None, unless abutting a residential district then 15' <sup>2</sup>

**TABLE 12-2 FOOTNOTES**

<sup>1</sup> Total floor area limits per commercial use.

<sup>2</sup> 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.

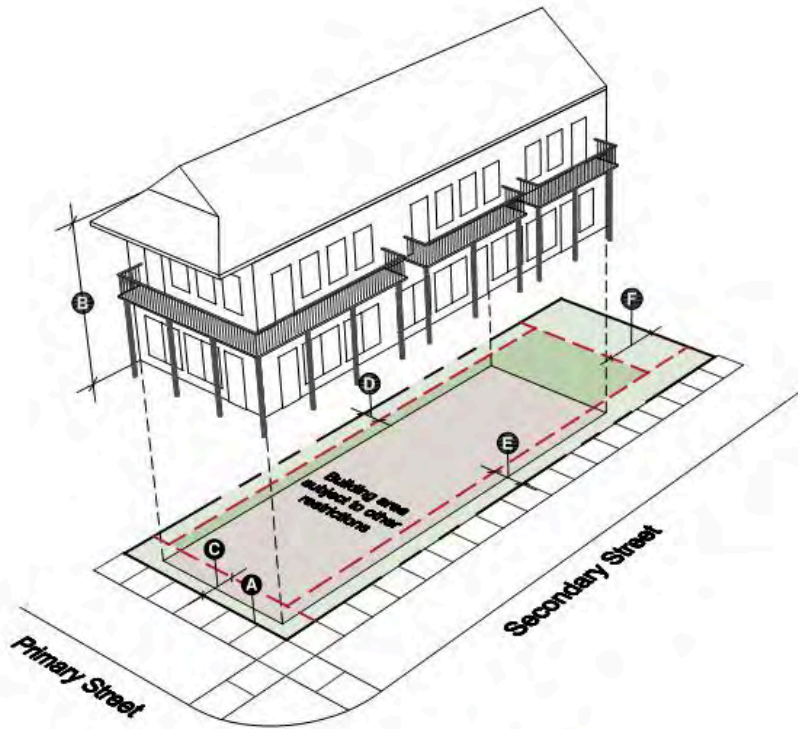
**Table 12-3: Historic Urban Non-Residential Inclusionary Zoning****Sub-District Regulations<sup>1</sup>**

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

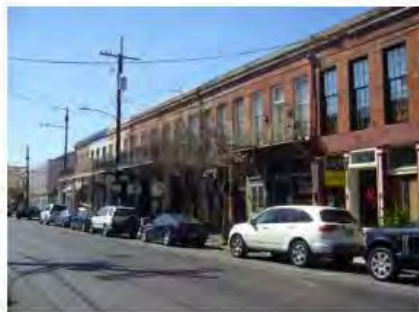
TABLE 12-3 FOOTNOTE

<sup>1</sup>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.*

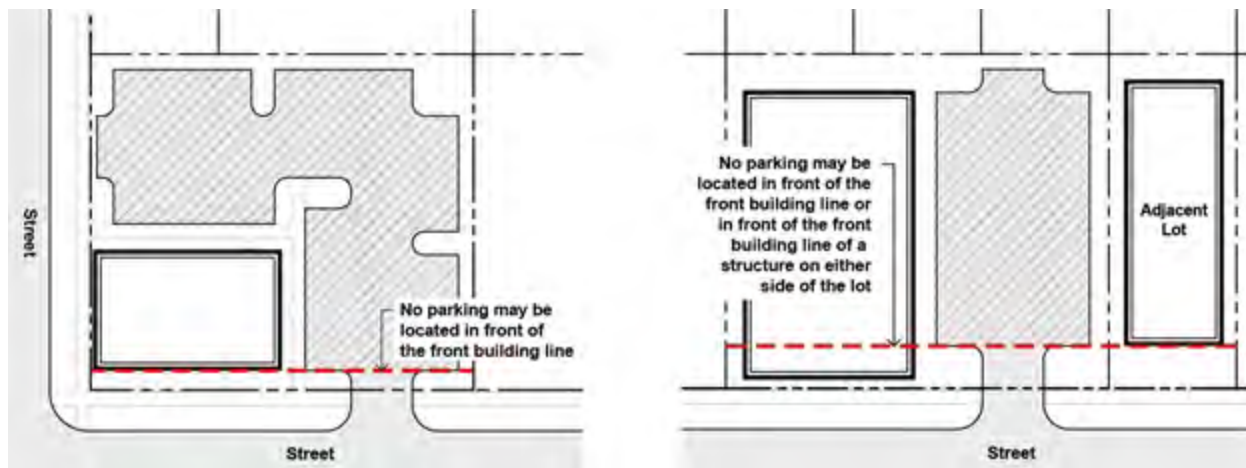
Adopted by Ord. 27,722 MCS, §5, April 11, 2018, Zoning Docket 113-17; Ord 28036, §1, March 28, 2019, ZD 112/18; Ord 28800 MCS, 10-21-21, ZD 56/21; Ord. No. 28,911, §4, January 6, 2022, Zoning Docket 84/21; Ord. 29126, 8-12-22, ZD016/22

## 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**



(/nola/media/City-Planning/CZO/ARTICLE%2012/C-FIGURE-12-1.jpg)

**FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM**



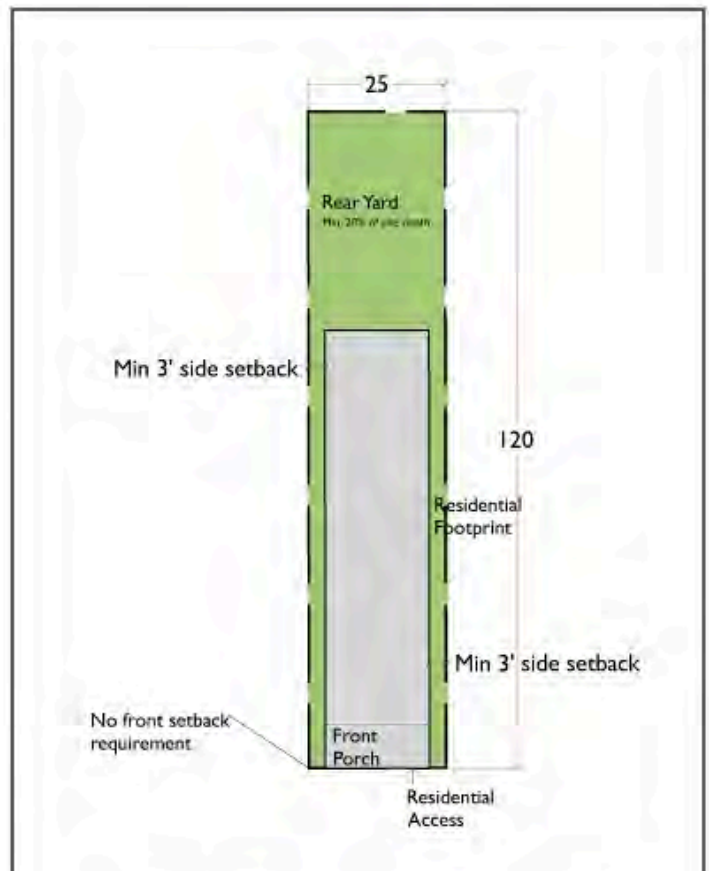
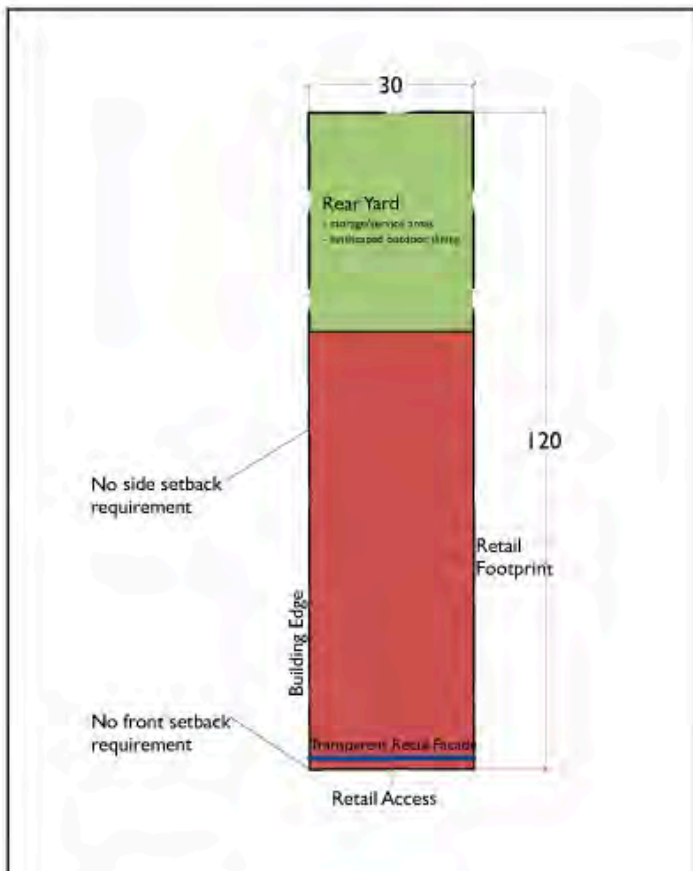
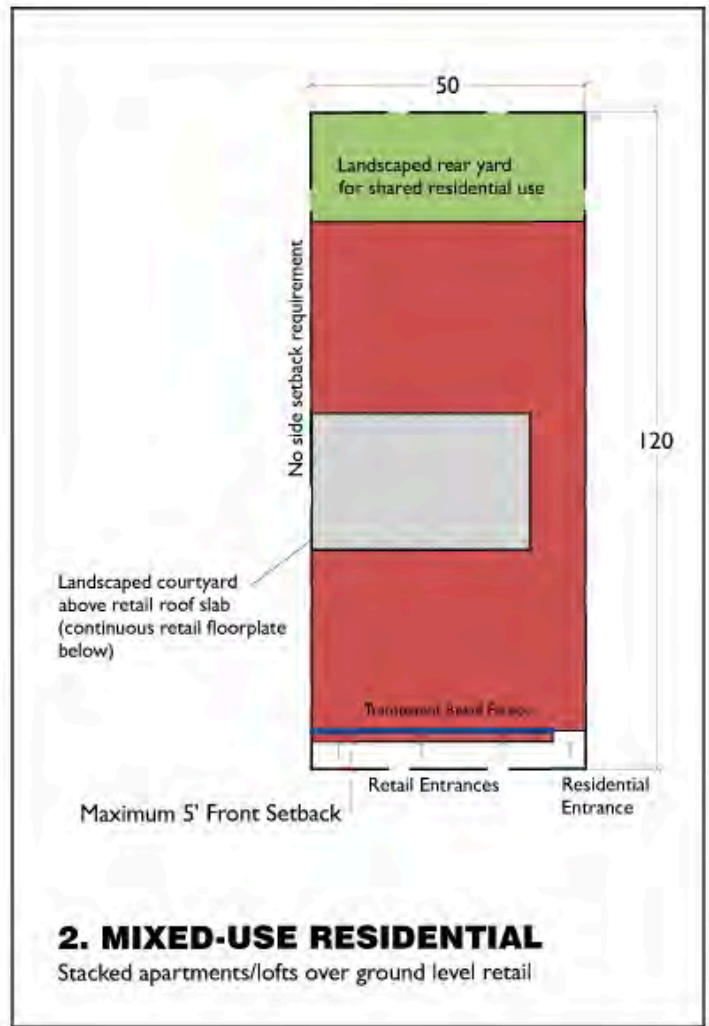
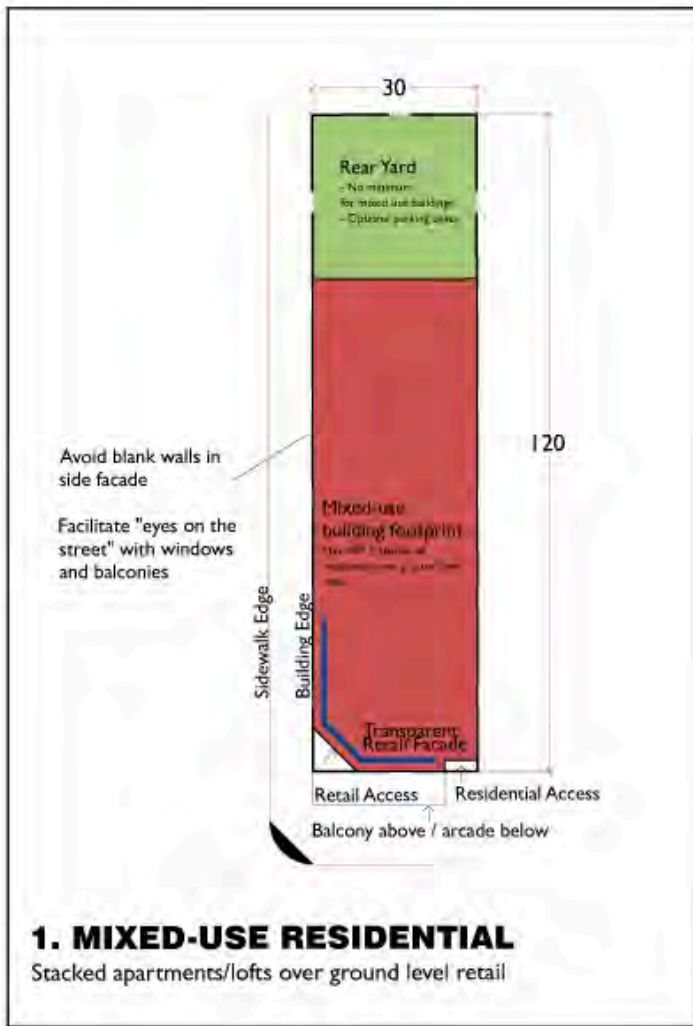
- 1 Separated building entry for retail users and residents
- 2 Maximum 5' setback
- 3 No side yard required for commercial and mixed use
- 4 3' side yard required when residential abuts commercial property
- 5 Primary entrance for each business oriented to the street
- 6 Ground floor commercial exceeds 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.

(/nola/media/City-Planning/CZO/ARTICLE%2012/D-FIGURE-12-2.jpg)

**FIGURE 12-2: HU-MU DISTRICT ILLUSTRATIVE AND SITE DIAGRAM**



**3. SINGLE-USE RETAIL**

Storefronts, artist workspace &amp; 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.

## 12.4 GENERAL STANDARDS OF APPLICABILITY

All Historic Urban Neighborhoods Districts are subject to the following standards:

### 12.4.A ACCESSORY STRUCTURES AND USES

See Section 21.6 (/article-21#24491) for standards governing accessory structures and uses.

### 12.4.B TEMPORARY USES

See Section 21.8 (/article-21#24563) for standards governing temporary uses.

### 12.4.C SITE DEVELOPMENT STANDARDS

See Article 21 (/Article-21) for additional site development standards such as exterior lighting, environmental performance standards, and permitted encroachments.

### 12.4.D OFF-STREET PARKING AND LOADING

See Article 22 (/article-22) for standards governing off-street parking and loading.

### 12.4.E LANDSCAPE, STORMWATER MANAGEMENT, AND SCREENING

See Article 23 (/article-23) for standards governing landscape, stormwater management, and screening.

### 12.4.F SIGNS

See Article 24 (/article-24) for standards governing signs.

## 12.4.G OVERLAY DISTRICTS

See Article 18 (/article-18) for additional overlay district regulations, when applicable.

## 12.4.H NONCONFORMITIES

See Article 25 (/article-25) for regulations governing nonconformities.

## 12.5 DENSITY BONUS FOR RENTAL PROPERTIES IN THE HISTORIC URBAN NEIGHBORHOOD NON-RESIDENTIAL DISTRICT - HU-B1A, HU-B1, AND HU-MU

Rental properties not included in the Mandatory Inclusionary Zoning sub-districts or mapped for inclusion within the Mandatory Inclusionary Zoning sub-districts, may avail themselves to the provisions provided herein.

In order to incentivize the construction of multi-family rental housing with the inclusion of affordable housing units in the Historic Urban Neighborhoods Non-Residential HU-B1A Neighborhood Business, HU-B1 Neighborhood Business, and HU-MU Neighborhood Mixed-Use Districts, density bonus and parking reductions shall be granted in exchange for the voluntary provision of affordable rental dwelling units. Developments containing ten (10) or more dwelling units that set aside at least five percent (5%) of units at a sixty percent (60%) Area Median Income level may be awarded a maximum of thirty percent (30%) reduction in the minimum lot area per dwelling unit requirements. Multi-family developments providing affordable housing units subject to the off-street parking requirements of Article 22, shall be granted a minimum of ten percent (10%) and up to a maximum of thirty percent (30%) reduction of the required parking.

Developments opting to participate in the voluntary IZ program shall be developed in accordance with Article 28, Section 28.3-Affordable Housing Development Use Standards and Guidelines and shall be subject to the regulatory and monitoring requirements outlined in Article 28, Section 28.8.

1. All applications requesting a development bonus for providing affordable housing shall include an Affordable Housing Impact Statement (AHIS) with the application. The AHIS shall provide the following information:

- a. The number of units added at the Area Medium Income Levels (AMI) at or below 80%, 50%, and 30%.
- b. The number of units removed at the Area Medium Income Levels at or below 80%, 50%, and 30%.
- c. The bedroom mix of the unit to be added or removed (1, 2, 3, 4, etc. bedrooms).
- d. The total number of units added and total number of units removed.

Adopted by Sept. 9, 2015, Zoning Docket 054-15, Ord. 26,570 MCS; Ord. 27,377 MCS, §5, April 28, 2017, Zoning Docket 007-17; Ord. 28739 MCS, 7-15-21, ZD 35/19; Ord. 29566, 8-1-23, Zoning Docket 014-23

## 12.6 DENSITY BONUS FOR FOR-SALE PROPERTIES IN THE HISTORIC URBAN NEIGHBORHOOD NON-RESIDENTIAL DISTRICTS

Residential properties with an affordable for-sale component may avail themselves to the provisions provided herein.

In order to incentivize the construction of for-sale housing with the inclusion of affordable dwelling units, in the Historic Urban Neighborhoods Non-Residential Districts, density bonus and parking reductions shall be granted in exchange for the voluntary provision of affordable for-sale dwelling units. Developments containing fewer than ten (10) for-sale dwelling units that set aside at least one (1) unit OR developments containing ten (10) or more for-sale dwelling units that set-aside at least ten percent (10%) of units at 120% Area Medium Income (AMI) or less shall be awarded a maximum of thirty percent (30%) reduction in the minimum lot area per dwelling unit requirements, a thirty percent (30%) reduction in required minimum lot width requirements and a thirty percent (30%) increase in the floor area ratio (FAR). Developments that meet these requirements and are subject to the off-street parking requirements of Article 22 shall be granted a fifty percent (50%) reduction of the required parking.

Developments opting to participate in the for-sale voluntary IZ program shall be developed in accordance with Article 28.

Adopted by Ord. 29566, 8-1-23, Zoning Docket 014-23

City Planning Commission Speaker Card

4

Date: 3/10/2026

I would like to speak regarding CPC Docket: 021/26

**IN SUPPORT**

Name: Tiara Starks

Address: 926 Brooklyn Ave, 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: Tiara Starks

City Planning Commission Speaker Card

4

Date: 03/10/26

I would like to speak regarding CPC Docket: 021/26

**IN SUPPORT**

Name: Tatiana Jacques

Address: 2017 Ben Collins Ave, New Orleans LA 70114

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: Tatiana Jacques