

**MEMORANDUM OF UNDERSTANDING  
FOR MILITARY COORDINATION**

**BY AND BETWEEN**

**NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS  
AND  
JEFFERSON PARISH AND PLAQUEMINES PARISH**

This Memorandum of Understanding (“MOU”) is entered into by and between Naval Air Station Joint Reserve Base New Orleans, Plaquemines Parish, and Jefferson Parish (collectively referred to as the “Parties”) for the purpose of encouraging compatible land uses and Party coordination in the vicinity of the training areas associated with Naval Air Station Joint Reserve Base New Orleans.

**RECITALS**

**WHEREAS**, Naval Air Station Joint Reserve Base New Orleans (NAS-JRB), the community, and local jurisdictions have historically cooperated to ensure the sustainability of the ongoing mission of NAS-JRB, to undertaking land use planning and the areas proximate to NAS-JRB; and to preserve constitutionally protected property rights; and

**WHEREAS**, the Parties wish to adopt a Memorandum of Understanding in order to formalize the procedures that guide that cooperation, as recommended by the “Naval Air Station Joint Reserve Base New Orleans Joint Land Use Study,” dated March 2011 (the “2011 JLUS”); and

**WHEREAS**, the 2011 JLUS included a statement of understanding, which generally defined the parameters of cooperation, which the Parties now wish to implement through this Memorandum of Understanding; and

**WHEREAS**, the Parties wish to continue the dialogue undertaken in the preparation of the 2011 JLUS with respect to land use surrounding NAS-JRB, and with respect to any new or evolving regulations and instructions concerning land use; and

**WHEREAS**, NAS-JRB historically has conducted flight training missions in the region and is anticipated to continue to do so for the foreseeable future; and

**WHEREAS**, NAS-JRB is a preeminent Navy installation and is a vital component in the architecture of the Department of Defense’s joint service method of operational planning and execution and in the newly-emerging inter-agency approach to meeting homeland defense requirements; and

**WHEREAS**, the 2011 JLUS recognized that incompatible land uses within designated training areas, in the vicinity of the base and throughout the region, may impede the mission of NAS-JRB and threaten the safety of base personnel and citizens; and

**WHEREAS**, with respect to accommodating the sensibilities of the surrounding communities, NAS-JRB officials have voluntarily modified flight procedures; and

**WHEREAS**, the Navy acknowledges that under Louisiana law, property owners may not be denied reasonable use of their property<sup>1</sup> and that the responsibility for enacting, amending repealing and waiving development requirements promulgated through local zoning ordinances, subdivision regulations, building codes, and associated laws lies solely within the individual Parish governments, subject to statutory and constitutional requirements as outlined in the Louisiana Revised Statutes (as amended); and

**WHEREAS**, the Parties to this Memorandum of Understanding wish to protect the quality of life of those in proximity to NAS-JRB; to accommodate NAS-JRB's mission, and enhance the opportunity for appropriately planned land development within the "Military Influence Planning District;" and

~~**WHEREAS**, Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008 and Department of Defense Instruction 4165.57, dated May 2, 2011 set forth current Air Installations Compatible Use Zone (AICUZ) guidelines applicable to NAS JRB airfields and operations; and<sup>2</sup>~~

**WHEREAS**, it is the intent of the Parties that all land use decision-making powers, lawfully delegated to the parishes by the Louisiana State Legislature, be preserved and that nothing herein is intended to diminish or cede those powers to any other entity or Party; and

**WHEREAS**, it is the intent of the Parties to protect private property rights, as they are defined by Louisiana and federal laws and constitutions.

### **Part I: DEFINITIONS**

For purposes of implementing the provisions of this MOU, the terms set forth below shall have the following meanings:

~~**Discretionary Land Use Applications** means an application submitted to a Local Government Party or an action by a Local Government Party for one of the following discretionary approvals, within the Military Influence Planning District:~~

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<sup>1</sup> **Committee Comment** regarding "reasonable use" provision and private property rights.

<sup>2</sup> **Committee Comment** regarding content of referenced Navy compatibility guidelines.

- a. ~~Subdivisions of land;~~
- b. ~~Variances;~~
- c. ~~Rezoning;~~
- d. ~~Conditional uses;~~
- e. ~~Planned or planned unit developments; or~~
- f. ~~Amendments to zoning ordinances or comprehensive plans.~~

**Increased Military Impacts** means sound, vibration, traffic, or other off-base impacts, which are greater than those typically experienced by the community, and which may result from training operations and activities at NAS-JRB over and above those that existed as of the Effective Date of the MOU. “Increased Military Impacts” may result from, among other things, significant increases or changes in personnel or training operations; new on-base housing units; expansions to on-base schools and classrooms; additional gates or gate relocations; expansions to on-base amenities and retail operations; permanent or temporary changes in on-base aircraft; ~~new~~ squadrons; and military or other events held on-base. Increased Military Impacts include any operational changes that result in Accident Potential Zones, Clear Zones, or Noise Zones other than those identified in the “2002 Addendum Air Installations Compatible Use Zones Report, NAS, JRB New Orleans, Louisiana,” dated February 2003.

**Land Use Coordination Conference** means an informal meeting of a landowner or applicant with representatives from NAS-JRB, held for the purpose of exchanging information, encouraging compatible land use, and ensuring efficiency in the land use approval process, within the Military Influence Planning District. Land Use Coordination Conferences also will allow landowners and applicants to anticipate and respond to ~~the input~~ NAS-JRB input before land use applications are submitted to one of the Local Government Parties will give if the landowner submits a Discretionary Land Use Application.

**Local Government Party** means Plaquemines Parish or Jefferson Parish.

**Military Influence Planning District** means the areas indicated on the map attached to this Agreement as Exhibit A.

~~**Potentially Incompatible Development** means land development or a change of land use that is indicated as either prohibited (“X”) or be conditionally allowable (“C”) as indicated on the table set forth in Exhibit C to the MOU, but which does not require approval of a Discretionary Land Use Application by a Local Government Party.~~

**Written Notice** means an electronic or hardcopy communication by and between Points of Contact as provided in the MOU.

**Part II: POINTS OF CONTACT**

- A. For purposes of coordination among the Parties, the officials listed below are the designated “Points of Contact” for each Party. These officials will ensure the provisions of the MOU are met and, when the involvement of others within their organization is useful, will coordinate with those persons as needed.

**NAS-JRB New Orleans**

*<to be inserted>*

**Jefferson Parish**

*<to be inserted>*

**Plaquemines Parish**

*<to be inserted>*

- B. To change its Point of Contact or contact information at any time, a Party will provide Written Notice to the other Parties to the MOU when the Point of Contact or their contact information changes.
- C. Changes to Points of Contact and contact information do not require an amendment to the MOU. However, an addendum has been included, as Exhibit B, to assist each Party in maintaining current Points of Contact and contact information for all other Parties, after the adoption of or amendments to the MOU.

**Part III: ONGOING COMMITMENTS OF THE PARTIES**  
**(upon Execution of the MOU)**

The Parties wish to begin or to continue implementation of the following ongoing coordination commitments:

**A. Generally**

1. It is the intent of the Parties to the Memorandum of Understanding to coordinate early and often on matters addressed in the MOU. To that end, the Parties recognize that the timeframes set forth here reflect the minimum level of coordination that each wishes to have before decisions are made by one Party that may impact another.
2. Local Government Parties to this MOU will facilitate cooperation between landowners, citizens, and applicants and NAS-JRB to ensure that processing of land use applications occurs expeditiously and that compatible development is maintained in the vicinity of NAS-JRB, in accordance with any adopted Military Influence Planning District ordinance of a Local Government Party; ~~the Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.~~<sup>3</sup>
3. Local Government Parties may provide contact information, initiate contact between the parties, provide facilities for meetings, and undertake any other reasonable efforts to effectuate communication between landowners, citizens, and applicants and NAS-JRB.
4. NAS-JRB will assist the Local Government Parties in interpreting and implementing any Military Influence Planning District Ordinances that are adopted. For example, NAS-JRB will give informal feedback to a Local Government Party, landowner, or applicant on whether a proposed land use would impact NAS-JRB's mission before the land use is undertaken.
5. The Parties understand and agree that notice and coordination provided by a Local Government Party pursuant to this MOU does not grant NAS-JRB the authority to approve or disapprove any proposed land use, structure, zoning change, or comprehensive plan amendment within the boundaries of a Local Government Party.

**B. Increased Military Impacts**

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<sup>3</sup> *Committee Comment* regarding content of Navy instructions.

1. NAS-JRB will give Written Notice to affected Local Government Parties of known Increased Military Impacts at least 90 calendar days before such impacts occur.
2. If NAS-JRB becomes aware of potential Increased Military Impacts fewer than 90 calendar days before their anticipated occurrence, NAS-JRB will give Written Notice to the affected Local Government Parties as soon as is reasonably possible.
3. NAS-JRB is not expected to give notice of any Increased Military Impacts to the Local Government Parties when to do so would require disclosure of information it deems classified or sensitive to the Navy mission.

**C. Land Use Coordination Conferences**

1. NAS-JRB will continue to meet with any landowner or applicant with respect to any land use or structure proposed within the Military Influence Planning District in order to facilitate an initial determination of any potential impacts the development proposal may have on Navy training activities.
2. Among the matters that NAS-JRB and the landowner or applicant may wish to discuss in these conferences are:
  - a. whether a proposed land use change or development proposal would be incompatible with NAS-JRB operations;
  - b. mitigation techniques that may reduce impacts on base operations and increase compatibility between base operations and the proposed land use or structure;
  - c. whether changes to the proposed land use or development may efficiently and effectively avoid incompatibilities; and
  - d. any other matters the Parties, landowners, or applicants wish to address related to land use compatibility between their property and NAS-JRB.
- ~~3. NAS JRB will use as its guidelines any adopted Military Influence Planning District ordinance of a Local Government Party, if applicable; Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.~~
- 4.3. Upon the consent of those attending, participation in a Land Use Coordination Conference also may include Local Government Party representatives or other public- or private-sector representatives whose input will benefit the purpose of the conference.
- 5.4. Land Use Coordination Conferences may be held at any time before or after a land use application is submitted by a landowner or applicant to a Local

~~Government Party Discretionary Land Use Application or an application for a Potentially Incompatible Development.~~

~~6.5.~~ Any information provided to NAS-JRB in conjunction with a Land Use Coordination Conference may become part of the public record and may be subject to release under the Freedom of Information Act.

**D. Discretionary Land Use Applications**

1. Each Local Government Party will coordinate with NAS-JRB prior to taking final action on certain land use applications as provided in this section (D) give Written Notice to NAS-JRB at least 30 days prior to any official action on a Discretionary Land Use Application.

2. *Plaquemines Parish*

a. Plaquemines Parish will provide Written Notice to the NAS-JRB point of contact identified in Part II of the MOU when the following types of land use developments are proposed in the MIPD:

- i. rezonings;
- ii. variances;
- iii. zoning Conditional Uses; and
- iv. subdivisions.

b. NAS-JRB may provide written comments within forty-five (45) calendar days of receiving notice from Plaquemines Parish of a proposed land use application, indicating how and whether the proposed development would impact or be impacted by NAS-JRB operations. NAS-JRB may also provide suggestions which the landowner or applicant may voluntarily consider in order to mitigate identified impacts.

c. If NAS-JRB provides written comments, Plaquemines Parish will forward those comments to the Parish Council for consideration.

d. Notice by Plaquemines Parish to NAS-JRB will include the following

- i. a copy of the application as submitted by the applicant;
- ii. surveys of the property that are available;
- iii. the date the application will be considered by the Parish Council and, if applicable, any recommending bodies;
- iv. staff review sheets, if applicable and available; and
- v. any other information the Parish deems applicable or helpful in NAS-JRB's review of a land use application.

3. *Jefferson Parish*

- a. Jefferson Parish will provide Written Notice to the NAS-JRB point of contact identified in Part II of the MOU, when an application on lands within the MIPD, which requires approval under the Parish's Unified Development Code, is submitted for review by the Land Use Review Technical Committee (LURTC).
  - b. NAS-JRB may provide written comments within ten (10) days of receiving notice from Jefferson Parish of a proposed land use application within the MIPD, indicating how and whether the proposed development would impact or be impacted by NAS-JRB operations. NAS-JRB may also provide suggestions, which the landowner or applicant may voluntarily consider, in order to mitigate identified impacts.
  - c. If NAS-JRB provides written comments, Jefferson Parish will forward those comments to the Parish Council for consideration.
  - d. If no comments are received from NAS-JRB within the ten (10) day review period, it will be assumed it has no objection or comments to make with respect to the proposed land use development.
  - e. Notice by Jefferson Parish to NAS-JRB will include the following
    - i. a copy of the application as submitted by the applicant;
    - ii. surveys of the property that are available;
    - iii. the date the application will be considered by the Parish Council and, if applicable, any recommending bodies, including the Planning Advisory Board;
    - iv. staff review sheets, if applicable and available; and
    - v. any other information the Parish deems applicable or helpful in NAS-JRB's review of a land use application.
- ~~2. NAS JRB may provide written comments, recommendations, or questions to the Local Government Party at anytime prior to official action on the application, based on the guidelines included in any adopted Military Influence Planning District ordinance of a Local Government Party; the Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.~~
- ~~3. Any written comments received by the Local Government Party, at least 10 business days prior to official action, will be incorporated into the materials provided to the official or body taking action on the application.~~

**E. ~~Potentially Incompatible Developments, Not Requiring a Discretionary Land Use Approval~~**

- ~~1. Local Government Parties also will endeavor to coordinate with NAS JRB as to any Potentially Incompatible Developments that are planned within their respective jurisdictions, of which they are aware, but which do not require official discretionary action, as described in subsection (D) above.~~
- ~~2. To that end, Local Government Parties will notify NAS JRB within 30 calendar days of approving any Potentially Incompatible Development within the Military Influence Planning District, which is indicated on the table at Exhibit C to be incompatible (indicated by an "X") or to be conditionally compatible (indicated by a "C").~~
- ~~3. Notice to NAS JRB is not required for any development or land use shown on the table at Exhibit C to be permitted (indicated by a "P").~~

**F.E. Capacity-Expanding Infrastructure and Capital Improvements**

1. The Parties wish to give each other adequate notice of ~~any major~~ infrastructure upgrades or changes, as described in subparagraph (E)(3), below, that may impact growth and transportation patterns within the Military Influence Planning District.
2. NAS-JRB will maintain sufficient stormwater retention infrastructure so that stormwater generated within NAS-JRB remains onsite.
3. At least ninety (90) days before any official consideration by a Local Government Party to fund or plan for a transportation, water, or sewer capital improvement that would expand the development capacity within the Military Influence Planning District, the Local Government Party will give Written Notice to NAS-JRB and will identify the location and timing of the proposed capacity-expanding capital improvement.
4. Following notice, NAS-JRB may provide written comments related to the proposed improvement and may arrange for appropriate personnel from NAS-JRB to meet with the Local Government Party or other involved agency to discuss the potential impacts of the proposed improvement within the Military Influence Planning District.<sup>4</sup>
5. The Parties also agree that public facility improvements should be prioritized and implemented as quickly as possible per available federal, state, and local

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<sup>4</sup> **Committee Comment** regarding notice by Navy of on-base activities. Note also section B related to "Increased Military Impacts."

funds so that adequate public facilities and services are available before, during, and immediately after development to accommodate movement of vehicles, people, and goods.

**G.F. Acquisitions and Easements**

1. The Parties will coordinate and support mutual efforts to secure funding to acquire easements or fee simple lands outside the current base boundaries and within the ~~Military Influence Planning District Clear Zone~~ as defined by NAS-JRB AICUZ for purposes of protecting and augmenting land use compatibility between NAS-JRB and off-base lands critical to the Navy's mission.
2. Any initiatives of other agencies that advance mutually beneficial outcomes, including environmental protection and wetland mitigation, should be vigorously explored.
- ~~2.3.~~ The Parties do not intend this commitment to work together to be a commitment by any individual Party to fund or acquire easements for the sole benefit of another Party.<sup>5</sup>

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<sup>5</sup> ***Committee Comment*** regarding responsibility to secure funding for easements.

**Part IV: COMMITMENTS OF THE PARTIES**  
**(within 6 months of the Execution of the MOU)**

Within 6 months of entering the MOU, the Parties have agreed to do the following:

**A. Training Mission Public Presentation**

1. NAS-JRB will hold a public presentation to educate the public, in general, and property owners, in particular, on the nature of the mission at NAS-JRB.
2. Among the topics that may be presented and may benefit the public are:
  - a. the nature of the NAS-JRB mission and how it fits into the national defense framework;
  - b. the ways in which NAS-JRB can and will work with citizens, business owners, landowners, applicants or others to coordinate land use within the Military Influence Planning District, including the Land Use Coordination Conferences discussed in Part III of the MOU;
  - c. identifying lands within the Military Influence Planning District that are subject to existing noise and aviation easements; and<sup>6</sup>
  - d. information regarding the difference between average noise designations shown on the AICUZ map and event noise experienced in real life.<sup>7</sup>
3. The Local Government Parties and NAS-JRB will work collaboratively to assist each other in matters of technical information and instruction for this public presentation.

~~**B. Military Influence Planning District Overlay Ordinances**~~

~~Each Local Government Party will place before Parish Council for consideration the Military Influence Planning District Overlay Ordinance recommended by the JLUS Technical and Policy Committees, to the extent that such Ordinance would affect lands within the Parish.~~

~~**C. Comprehensive Plan Amendments**~~

~~Each Local Government Party will place before Parish Council for consideration amendments to their comprehensive plans, which reference this~~

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<sup>6</sup> **Committee Comment** related to status of existing or proposed easements. The proposed language here would only commit the Navy to identifying the location of existing easements so the community and landowners are aware of their location.

<sup>7</sup> **Committee Comment** related to additional item to have Navy identify on-base housing and noise contours.

~~MOU; reference the Joint Land Use Study process; and incorporate any JLUS implementation tools that are adopted as a result of that process.~~<sup>8</sup>

**B. Public Awareness Efforts**

- ~~1. The Parties wish to cooperate in an effort to make sure the public is aware of the presence of NAS-JRB, the nature of its mission, and to ensure the public has a realistic and accurate understanding of base operations.~~
- ~~2. To that end the Parties will contribute materials, information, and input on the creation of any ongoing “joint land use” or similar website maintained by a standing technical committee or other steering committee.~~
- ~~3. The Parishes will post information related to NAS-JRB, including the MIPD and a description of the off-base impacts that citizens and new residents can expect if they live or relocate to the areas in the MIPD.~~
- ~~4. The Parishes also will work with their property assessors and property record officials to ensure that property records for parcels located within the MIPD indicated the presence of NAS-JRB.~~
- ~~5. The Parishes also will endeavor to provide road signage along roads within the MIPD over which each has jurisdiction, indicating lands within the MIPD and the potential to experience noise and safety conditions related to operations at NAS-JRB, including aircraft over-flights and aircraft noise.~~
- ~~6. The Parishes also will work with the Louisiana Department of Transportation and Development to coordinate the placement of similar signage along state roads in the MIPD.~~

**D. Real Estate Disclosure**

- ~~1. The Parties wish to cooperate in the implementation of any required or voluntary real estate disclosure programs giving notice of military operations and impacts from NAS JRB.~~
- ~~2. NAS JRB will be available to answer questions and to provide information about the nature of its operations and off-base impacts to those participating in a voluntary or required real estate disclosure program.~~
- ~~3. The Local Government Parties similarly will respond to the public and update their public information portals, including webpages and hardcopy handouts, with respect to a voluntary or required real estate disclosure program.~~

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<sup>8</sup> Concern expressed at March 12<sup>th</sup> meeting that Parishes not commit to consideration of MIPD Ordinance or Comprehensive Plan amendments.

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- 4.1. ~~The Local Government Parties also will make any standard disclosure forms related to NAS JRB impacts and operations available to their citizens and the real estate community.~~

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## **Part V: MISCELLANEOUS**

### **A. Nature of the MOU**

This MOU represents the Parties' commitments to maintain a dialogue and to a specific coordination effort. Though not legally binding in a court of law, the Parties have entered into the MOU after discussion and upon the recommendations of the JLUS Policy and Technical Committees and each Party intends to pursue their obligations in good faith.

### **B. Review**

1. At least every twenty-four (24) months, starting from the Effective Date, the Parties will review and make recommendations for modifications to the MOU.
2. Review by the Parties should consider, in addition to any other related matters:
  - a. the need for additional encroachment protections as development trends change in the vicinity of NAS-JRB;<sup>9</sup>
  - b. clarification of administrative procedures;
  - c. updated Points of Contact or contact information in Part II of the MOU;
  - d. pursuing additional land use compatibility techniques as funding and technology allow;
  - e. addressing significant changes in NAS-JRB missions, or to pursue mitigation funding if or when it becomes available;
  - f. the need for additional studies; and
  - g. the need to invite additional Parties to join the MOU.

### **C. Modification<sup>10</sup>**

Modifications to the MOU, including the addition of new Parties, will be effective when reduced to writing and signed by all Parties to the existing MOU.<sup>11</sup>

### **D. Severability**

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<sup>9</sup> **Committee Comment** related to role of JLUS "Technical Committee" input related to new protections.

<sup>10</sup> **Committee Comment** related to changes to the MOU being reviewed by JLUS "Technical Committee."

<sup>11</sup> **Committee Comment** related to Parties' consent to additional parties.

Regardless of whether any provision of the MOU becomes irrelevant or impossible for a Party to perform, the Parties wish the remaining provisions to continue, unless to do so would prevent the accomplishment of the original intent of the MOU.

**E. Duration**

Unless the MOU is terminated by agreement of all Parties, the term of the MOU is five (5) years from the Effective Date. However, by Written Notice by each Party to all other Parties, the MOU will be extended for additional five (5) year terms for all Parties giving such notice.<sup>12</sup>

**F. Effective Date**

This MOU is effective upon final execution by all Parties.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on the dates below written.

**NAS-JRB NEW ORLEANS**

\_\_\_\_\_  
Cptn. Scott Gootee- Date  
Commanding Officer  
NAS-JRB New Orleans

<Insert Date of Authorized Navy Official>  
Commander Navy Region South East

**PLAQUEMINES PARISH, LOUISIANA**

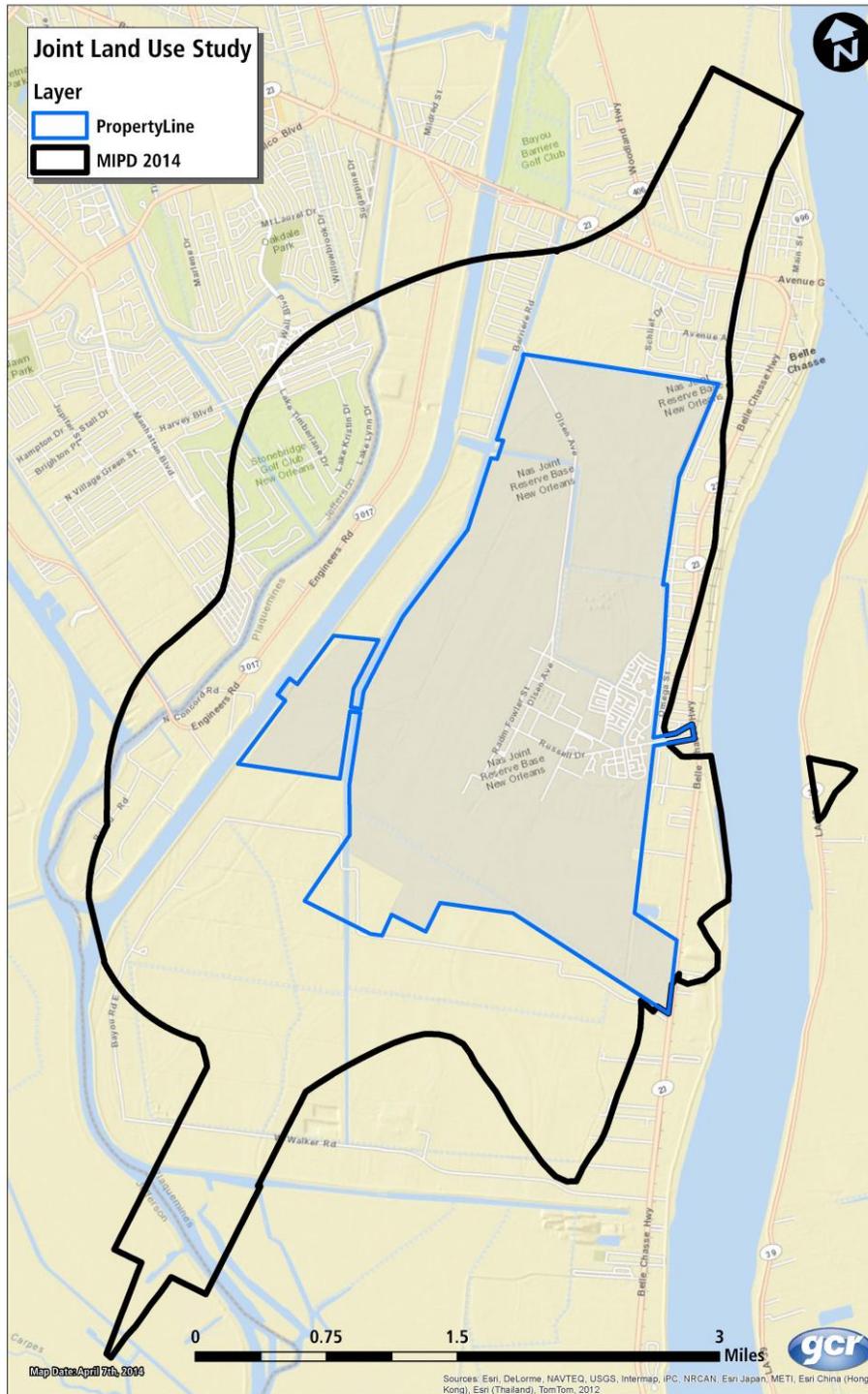
\_\_\_\_\_  
Kirk Lepine Date  
Chairman  
Plaquemines Parish Council

**JEFFERSON PARISH, LOUISIANA**

<sup>12</sup> **Committee Comment** regarding automatic renewal of MOU.



**Exhibit A: Military Influence Planning District**



**Exhibit B: Amended Points of Contact and Contact Information**

This Exhibit is provided for use by each individual Party, for the purpose of tracking changes to designated Points of Contact or contact information after the Effective Date of the MOU or the date of an amendment to the MOU.

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**Party Name:**

**New Point of Contact & Contact Information:**

**Date of Written Notice of Change (copy attached)**

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**Party Name:**

**New Point of Contact & Contact Information:**

**Date of Written Notice of Change (copy attached)**

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**Party Name:**

**New Point of Contact & Contact Information:**

**Date of Written Notice of Change (copy attached)**

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**Party Name:**

**New Point of Contact & Contact Information:**

**Date of Written Notice of Change (copy attached)**

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**Party Name:**

**New Point of Contact & Contact Information:**

**Date of Written Notice of Change (copy attached)**

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**Exhibit C: Table of Potentially Incompatible Development Types**

Pursuant to the terms of the MOU, the Local Government Parties will notify NAS JRB of any land development approval or change of land use that is approved, which is indicated on the following table to be incompatible (indicated by an “X”) or to be conditionally compatible (indicated by a “C”). Notice to NAS JRB is not required for any land development approval or change of land use that is shown on the table to be permitted (indicated by a “P”).

Land Use	LBCS Code	Description	MIPD-1	MIPD-2	MIPD-3	MIPD-4	MIPD-5
RESIDENCE OR ACCOMMODATION FUNCTIONS	1000	Homes, apartments, housing for the elderly, and hotels					
Private Dwelling	1100	Single Family homes, doubles, apartments, Condominiums, mobile homes, Townhouses; excludes households with special provisions					
Single Family	1110	-					
Single Family detached	1111	Typical Single Family Dwelling	X			P	P
Single Family attached	1112	Each Dwelling Unit on a separate Lot; fire wall may protrude from roof or roofs may be staggered	X	X	X	X	P
Manufactured home	1113	Manufactured homes that comply with HUD standards and other local criteria	X	X	X	X	P
Two-Family (double or Duplex)	1120	-	X	X	X	P	P
Three-Family	1130	Three Dwelling Units	X	X	X	X	P
Four-Family	1140	Four Dwelling Units	X	X	X	X	P
Multi-Family	1150	Five or more Dwelling Units	X	X	X	X	P
Housing Services	1200	Housing and custodial services for those who cannot care for themselves	X	X	X	X	P
Retirement housing services	1210	Offer minimal convenience services	X	X	X	X	P
Congregate living services	1220	Provide convenience services such as housekeeping, transportation, recreational programs	X	X	X	X	P
Assisted living board and care and adult care group homes	1230	Adult care, group homes, board and care (excludes rehab uses in code #6520)	X	X	X	X	P
Continuing care retirement center	1240	Continuing care retirement centers; includes some health care	X	X	X	X	P
Nursing or convalescent home	1250	Nursing homes and convalescent hospitals	X	X	X	X	P
Hotels, Motels, or Other Accommodation Services	1300	Lodging and short-term accommodation for travelers					
Rooming and boarding	1320	Dormitory, fraternity or sorority house or other specific group of members	X	X	X	X	P

MOU FOR MILITARY COORDINATION  
 NAS JOINT RESERVE BASE NEW ORLEANS  
 MAY 2, 2014 (Showing changes to March 5 version)

Land Use	LBCS Code	Description	MIPD-1	MIPD-2	MIPD-3	MIPD-4	MIPD-5
Hotel, motel, or tourist court	1330	Hotels that do not have gambling services; includes extended-stay hotels	X	X	X	X	P
Casino Hotel	1340	Hotels that have gambling services	X	X	X	X	P
GENERAL SALES OR SERVICES	2000	Comprises the vast majority of establishments associated with commercial land use					
Retail Sales or Service and Repair	2100	Establishments with displays of merchandise sold to the general public and other businesses, or after-sales services such as repair					
Automobile sales or service establishment	2110	Motor vehicle and parts dealers including repair and maintenance					
Car dealer	2111	New or used automobiles and light trucks such as SUV's	X	X	C	P	P
Bus, truck, mobile homes, or large vehicles	2112	New or used larger vehicles such as buses, RV's, and trucks	X	X	C	P	P
Motorcycle, atv	2113a	New or used motorcycles or motorbikes	X	X	C	P	P
Bicycles	2113b	New or used bicycles sales or repair	X	X	C	P	P
Boat or marine craft dealer	2114	New or used boats and related repair services	X	X	C	P	P
Parts, accessories, or tires	2115	Automotive parts and supply stores, automotive stereo stores, tire and tube shops	X	X	C	P	P
Gasoline service	2116	Gas stations with or without convenience stores or food marts, includes truck stops	X	X	X		P
Automotive repair and maintenance	2117	Repair garages, body and paint shops, oil change, car wash	X	C	C	P	P
Heavy consumer goods sales or service	2120	Heavy or durable goods sales or services	X	X	X	P	P
Durable consumer goods sales and service	2130	Wide range of product lines such as apparel, appliances, hardware, jewelry, etc.	X	X	X	P	P
Consumer goods, other	2140	Establishments that retail merchandise (except groceries or health items) not included in preceding codes	X	X	X	P	P
Grocery, food, beverage, dairy	2150	Retail food and beverage merchandise from fixed point-of-sale locations	X	X	X	P	P
Health and personal care	2160	Retail health and personal care merchandise from fixed point-of-sale locations	X	X	X	P	P
Markets for farm produce or crafts	2199	-	X	X	X	P	P
Finance and Insurance	2200	Use this category when difficult to differentiate an establishment into a subcategory	X	X	X	P	P
Real Estate, and Rental and Leasing	2300	Rent or lease assets					
Real estate services	2310	Lease real estate (except buildings) such as manufactured home sites and vacant lots; includes real estate appraisers	X	X	X	P	P

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 MAY 2, 2014 (Showing changes to March 5 version)

Land Use	LBCS Code	Description	MIPD-1	MIPD-2	MIPD-3	MIPD-4	MIPD-5
Property management services	2320	Manage real property for others					
commercial property-related, mini- or self-storage	2321	Lease buildings not used as residences; includes mini-warehouses and self-storage Dwelling Units	X	G	G	P	P
rental housing-related	2322	Lease buildings used as residences	X	X	X	X	P
Rental and leasing	2330	Rent tangible goods such as consumer goods and mechanical equipment to customers; excludes establishment primarily renting equipment with operators	X	G	G	P	P
Business, Professional, Scientific, and Technical	2400	Perform professional, scientific, and technical services	X	G	G	P	P
Food Services	2500	Prepare meals, snacks, and beverages					
Full-service restaurant	2510	Provide services to patrons who order and are served while seated or in combination with takeout	X	X	X	G	P
Cafeteria or limited service restaurant	2520	Provide services to patrons who order or select items and pay before eating; may be consumed on premises, taken out, or delivered	X	X	X	G	P
Snack or nonalcoholic bar	2530	Prepare and serve specialty snacks, such as ice cream, frozen yogurt, cookies, coffee, juices for consumption on or near the premises, snowball stand	X	X	X	G	P
Bar or drinking place	2540	Bars, taverns, nightclubs primarily serving alcoholic beverages; may provide limited food and entertainment	X	X	X	G	P
Mobile food services	2550	Prepare and serve meals and snacks for immediate consumption from motorized vehicles	X	G	G	G	P
Caterer	2560	Provide single event based food services, including banquet halls with catering for wedding receptions, etc.	X	X	X	G	P
Food service contractor	2570	Provide food services at institutional, governmental, commercial, or industrial locations based on contracts	X	G	G	G	P
Vending machine operator	2580	Retail merchandise through vending machines that they service	X	G	G	P	P
Personal Services	2600	Catch-all category for personal service establishments not classified elsewhere such as bail bonding, wedding planning, psychic services, etc.					
Personal care	2610	Hair, nail, and skin care and related personal care	X	X	X	P	P
Dry cleaning and laundry	2620	-					
coin-operated laundromat	2621	-	X	X	X	P	P
dry cleaning and laundry	2622	-	X	G	G	P	P
linen and uniform supply	2623	-	X	G	G	P	P

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Photofinishing	2630	Primarily engaged in developing film or making slides, etc.	X	C	C	P	P
Parking Lot and parking garage	2640	-	X	P	P	P	P
Special Services	2650	-	X	X	X	P	P
Pet and Animal Sales or Service (except Veterinary)	2700	Retails pets and other animals (except for farming purposes) and pet supplies, grooming, training, and care taking	X	P	P	P	P
MANUFACTURING AND WHOLESALE TRADE	3000	When captive services such as accounting are provide by a separate establishment, they are classified in the appropriate function code and not in manufacturing					
Foods, Textiles, and Related Products	3100	Produce food, tobacco, textiles, and leather	X	P	P	P	P
Wood, Paper, and Printing Products	3200	-	X	C	C	P	P
Chemicals, and Metals, Machinery, and Electronics Manufacturing	3300	Transform or refine chemicals or metals, and manufacture products from chemicals or metals	X	C	C	C	C
Miscellaneous Manufacturing	3400	Use for manufacturing establishments not classified elsewhere	X	C	C	P	P
Wholesale Trade Establishment	3500	Normally operate from a warehouse or office, selling or arranging the purchase of goods to other businesses	X	P	P	P	P
Warehousing and Storage Services	3600	Operate warehouse and storage facilities for general merchandise, refrigerated goods	X	P	P	P	P
Tankfarm	3630	-	X	X	X	C	P
TRANSPORTATION, COMMUNICATION, INFORMATION, AND UTILITIES	4000	-					
Transportation Services	4100	Serve passengers and cargo movements					
Rail transportation	4120	Provide passenger and freight transportation and rail transportation support; use this category for establishments providing both transportation and support services; otherwise use the more specific subcategory	X	C	C	C	C
Road, ground passenger, and transit transportation	4130	Urban transit systems, charter and school bus transportation, taxis	X	P	P	P	P
Truck and freight transportation services	4140	Provide over the road transportation of cargo using motor vehicles	X	P	P	P	P
Marine and water transportation	4150	Provide transportation of cargo and passengers using watercraft	X	P	P	P	P
Courier and messenger services	4160	Provide air, surface, or combined courier delivery services of Parcels and messages	X	P	P	P	P

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Postal services	4170	Operate the national postal service, including establishments that sort, route, and deliver on a contract basis	X	P	P	P	P
Pipeline transportation	4180	Use transmission pipelines to transport products, such as crude oil or natural gas	X	C	C	P	P
Communications and Information	4200	Produce or distribute information					
Publishing	4210	Issue copies of works for which they usually possess copyright	X	P	P	P	P
Motion pictures and sound recording	4220	Produce and distribute motion pictures and sound recordings	X	C	C	P	P
Telecommunications and broadcasting	4230	Provide point-to-point communications; if multiple services are shared between the same facilities, use this general category; if separate facilities are maintained for each type of service, then use a specific classification					
radio and television broadcasting	4231	Operate broadcasting studios and facilities for over the air or satellite delivery of radio and television programs	X	C	C	C	C
cable networks and distribution	4232	Operate studios and facilities or cable systems, direct-to-home satellite systems	X	P	P	P	P
wireless telecommunications	4233	Operate, maintain or provide access to facilities for the transmission of voice, data, text, sound, or full motion picture video, cell towers	X	C	C	C	C
telephone and other wired telecommunications	4234	Operate telephone networks	X	P	P	P	P
Information services and data processing industries	4240	News syndicates and information data processing services	X	P	P	P	P
Utilities and Utility Services	4300	Provide utility services such as electric power, gas, water and sewage removal					
Electric power	4310	Provide electric power generation, transmission, control, and distribution	X	C	C	C	C
Natural gas, petroleum, fuels	4320	Operate gas distribution systems, gas marketers, gas brokers, transmit and distribute gas	X	C	C	C	P
Water, steam, air conditioning supply	4330	Public and private utility establishments that offer drinking water, water treatment, water supply, or hot or cool air supply	X	C	C	C	P
Sewer, solid waste, and related services	4340	Collect, treat, and dispose of waste materials	X	C	C	C	P
ARTS, ENTERTAINMENT, AND RECREATION	5000	-					
Performing Arts or Supporting Establishments	5100	Produce or organize and promote live presentations, excludes nightclubs					

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Theater, dance or music establishment	5110	Companies, groups, or theaters that produce theatrical presentations, dance, dinner theaters, and live musical entertainment	X	X	X	X	P
Sports team or club	5120	Professional or semi-professional sports teams or clubs participating in live sporting events	X	X	X	C	P
Racetrack establishment	5130	Operate racetracks for events	X	X	X		P
Promoter of sports, performing arts, similar events	5140	Organize, promote, and manage performances, events	X	P	P	P	P
Agent for management services	5150	Agents representing artists, athletes, entertainers, etc.	X	P	P	P	P
Independent artist, writer, or performer	5160	Independent individuals engaged in art, productions	X	P	P	P	P
Museums and Other Special Purpose Recreational Institutions	5200	Public and private museums, historical sites, zoos, and similar establishments	X	X	X	P	P
Amusement, Sports, or Recreation Establishment	5300	Operate facilities offering activities and provide services					
Amusement or theme park establishment	5310	Operate a variety of attractions such as mechanical rides, water rides, games	X	X	X	X	P
Games arcade establishment	5320	Operate arcades and parlors, except gambling, billiard, or pool	X	X	X	X	P
Casino or gambling establishment	5330	Except casino hotels, includes riverboat casinos, bingo halls, and video gaming terminals, or provide services such as Lotteries or off track betting	X	X	X	X	P
Miniature golf establishment	5340	-	X	X	X	X	P
Golf course	5350	-	X	C	C	C	P
Marina or yachting club facility operators	5360	Operate docking and storage facilities for pleasure craft owners	X	C	C	P	P
Fitness, recreational sports, gym, athletic club, multipurpose facility	5370	Includes archery and shooting ranges, horseback riding, ball parks and courts, fitness clubs, and more	X	C	C	P	P
Bowling, billiards, pool	5380	-	X	X	X	X	P
Skating rink, roller skating	5390	-	X	X	X	X	P
Camps, Camping, and Related Establishments such as trailer parks	5400	Operate sites to accommodate campers and their equipment, provide overnight recreational camps, may provide cabins, food services, washrooms, trailer parks	X	X	X	X	P
Natural and other Recreational Parks	5500	All parks without special economic functions	X	X	X	X	P
EDUCATION, PUBLIC ADMINISTRATION, HEALTH CARE, AND OTHER INSTITUTIONS	6000	-					

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Educational Services	6100	Offer teaching and learning					
Nursery or preschool	6110	-	X	X	X	X	P
Grade school	6120	Comprises all public, private, and specialty schools between the preschool and university level	X	X	X	X	P
College or university	6130	-	X	X	X	G	P
Technical, trade, or other specialty school	6140	Offer vocational and technical training	X	X	X	G	G
Public Administration	6200	All government functions, includes federal, state and local government agencies	X	X	X	P	P
Other Government Functions	6300	Use this category for government owned establishments not classified elsewhere such as defense and national guard establishments	X	G	G	P	P
Public Safety	6400	Government-owned establishments providing fire and rescue, police, and emergency response services	X	G	G	P	P
Health and Human Services	6500	Provide health care, social assistance, and associated services	X	X	X	X	P
Religious Institutions	6600	Churches, temples, synagogues, mosques	X				P
Death Care Services	6700	Funeral homes, crematories, cemeteries	X	G	G	G	P
Associations, Non-Profit Organizations, Clubs	6800	Includes grant making, civic, professional, and similar organizations	X	X	X	P	P
CONSTRUCTION RELATED BUSINESSES	7000	Build or demolish buildings, leveling, earthmoving, excavating, land drainage; should reflect the location of the establishment and not where it is performing its services	G	P	P	P	P
MINING AND EXTRACTION ESTABLISHMENTS	8000	-	G	G	G	G	P
AGRICULTURE, FORESTRY, FISHING, AND HUNTING	9000	Grow crops, raise animals, harvest timber, and harvest fish and other animals, may be described as farms, greenhouses, nurseries, or hatcheries					
Crop Production	9100	-	P	P	P	P	P
Support Functions for Agriculture	9200	Includes dusting, spraying, fertilizing	X	P	P	P	P
Animal Production	9300	Keep, graze, breed or feed animals in farms or feedlots	X	P	P	P	P
Forestry and Logging	9400	-	P	P	P	P	P
Fishing, Hunting and Trapping	9500	-	P	P	P	P	P
Unclassifiable or No Function	9900	Temporary placeholder until a code can be assigned					