



East Baton Rouge Redevelopment Authority

Creating Neighborhood Developers
Southern University
Saturday, April 13, 2019

What is
(Re)development?





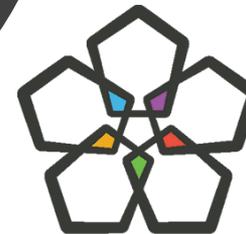


Smart Cities Dive





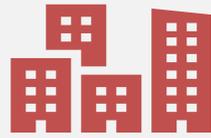
Greater Cincinnati
REDEVELOPMENT AUTHORITY



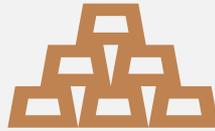
PROSPER
PORTLAND
Building an Equitable Economy



Components of Redevelopment



**Integrated Planning +
Community Engagement +
Real Estate Development**



Land Banking



Public-Private Partnerships



Spatial + Social Equity

What is the EBRRA?

EBRRA 101

Separate political subdivision of the state of Louisiana

Founded in 2007, began operations in 2009

5 Member Board of Directors

- 3 appointed by the Mayor-President - Rodney Braxton, Suzanne Turner, Ted Major
 - 1 appointed by BRAF - John Noland
 - 1 appointed by BRAC - Brian Haymon

Budget

- 42% City-Parish General Fund
- 58% Community Development

Our Mission

To transform the quality of life for all citizens who live, work and play in East Baton Rouge Parish by returning blighted properties to productive use, fostering redevelopment through facilitating partnerships, and creating a vibrant, globally competitive community while preserving character of place.



A silhouette of a person with their arms raised in a celebratory gesture, set against a background of a city skyline at sunset. The sun is low on the horizon, creating a warm, golden glow. The person's arms are raised high, and their hands are clenched in fists. The city buildings are visible in the background, with some windows lit up.

2009 - 2017

- Awarded over **\$5.6 million** in below market financing to develop/construct/rehab 564 affordable residential units
- Deployed/leveraged **\$80 million** to create **\$300 million** worth of projects, including 863 units of affordable housing and 3,400 jobs
- Returned over 200 adjudicated properties to productive use
- Provided attainable housing, gap financing, home/small business rehab, brownfields redevelopment, and neighborhood planning
- Provided over **\$250,000** in reimbursable facade grants to improve 69 storefronts in dis-invested areas



**\$ 60 Million in
New Market
Tax Credit
development**



2018 Reboot

- Increased staff from 1 to 10 full-time/2 part-time
- Acquired property tracking technology
- Increased land bank from 29 to 119 properties, revised City-Parish CEA to streamline property designation and ensure regular reporting
- Raised over \$225,000 to support comprehensive planning and community engagement in North Baton Rouge
- Worked with EBRPHA & City-Parish to complete \$30 million HUD Choice Neighborhoods Grant proposal





EBRRA + Office of Community Development

- Aligning HUD Community Development Funds deployment with our redevelopment plans
- Revived the low income housing repair program
- Currently working on the 5-Year Comprehensive Plan for HUD
- Efforts to improve compliance and HUD reporting recognized in the 2018 mid-year HUD review – first instance of “no findings” in several years

What's Happening Now?

ARDENDALE



AN URBAN VILLAGE



Ardenda

A decade of progress

THE MEDICAL CENTER AT BAYON

HUD Choice Neighborhoods

- NOLA (\$30.5m, 2011) and Shreveport (\$24m, 2018) previous grant recipients
- 2013 Choice Neighborhoods Planning Grant
 - Ardendale, Smiley Heights and Melrose East neighborhoods
- Choice Neighborhoods Implementation (CNI) Grant submitted September 2018, Baton Rouge selected as finalist February 2019
 - **\$30 million ask**
 - EBRPHA – Lead Agency
 - EBRRRA – Neighborhood Partner



 **CHOICE**
NEIGHBORHOODS

ELECTRIC
DEPOT



Electric Depot – 1509
Government Street

BR Rail Station Master Plan

- Completed December 2018
- Transit-oriented, mixed-use, urban infill development in Downtown East and adjacent to Electric Depot
- Adds to Government Street revamp and creates a multi-modal transit hub
- Creates potential projects for federal Opportunity Zone



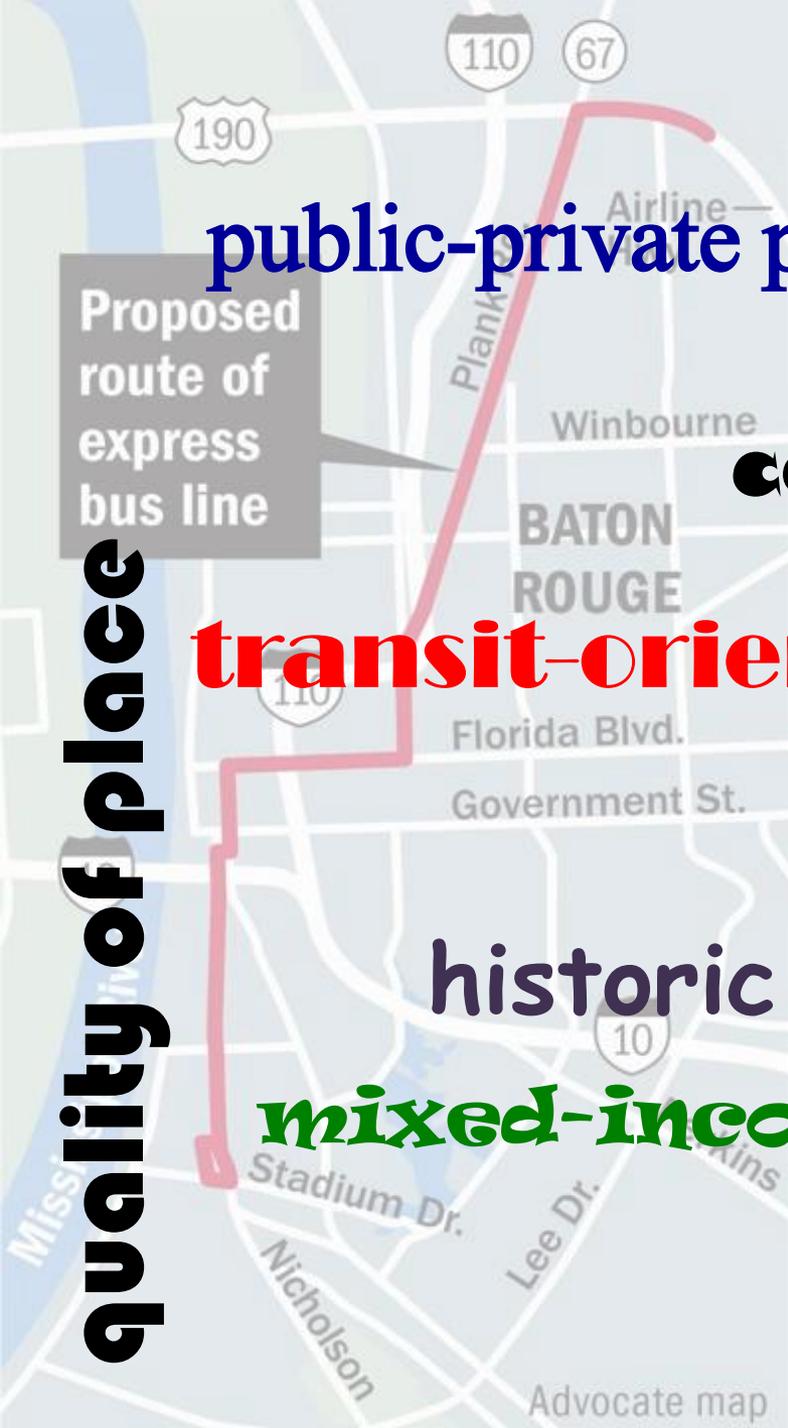
PLANK ROAD PROJECT

Create a transit-oriented redevelopment of the Plank Road corridor anchored by quality affordable housing, neighborhood commercial development, resilient infrastructure, and social services within a safe, socially diverse, walkable and vibrant urban environment.



Plank Road
N. 22nd – Harding/Hooper





quality of place

racial equity
public-private partnerships

complete streets

transit-oriented development

resiliency

historic preservation

mixed-income development

value capture



ECONOMIC DEVELOPMENT



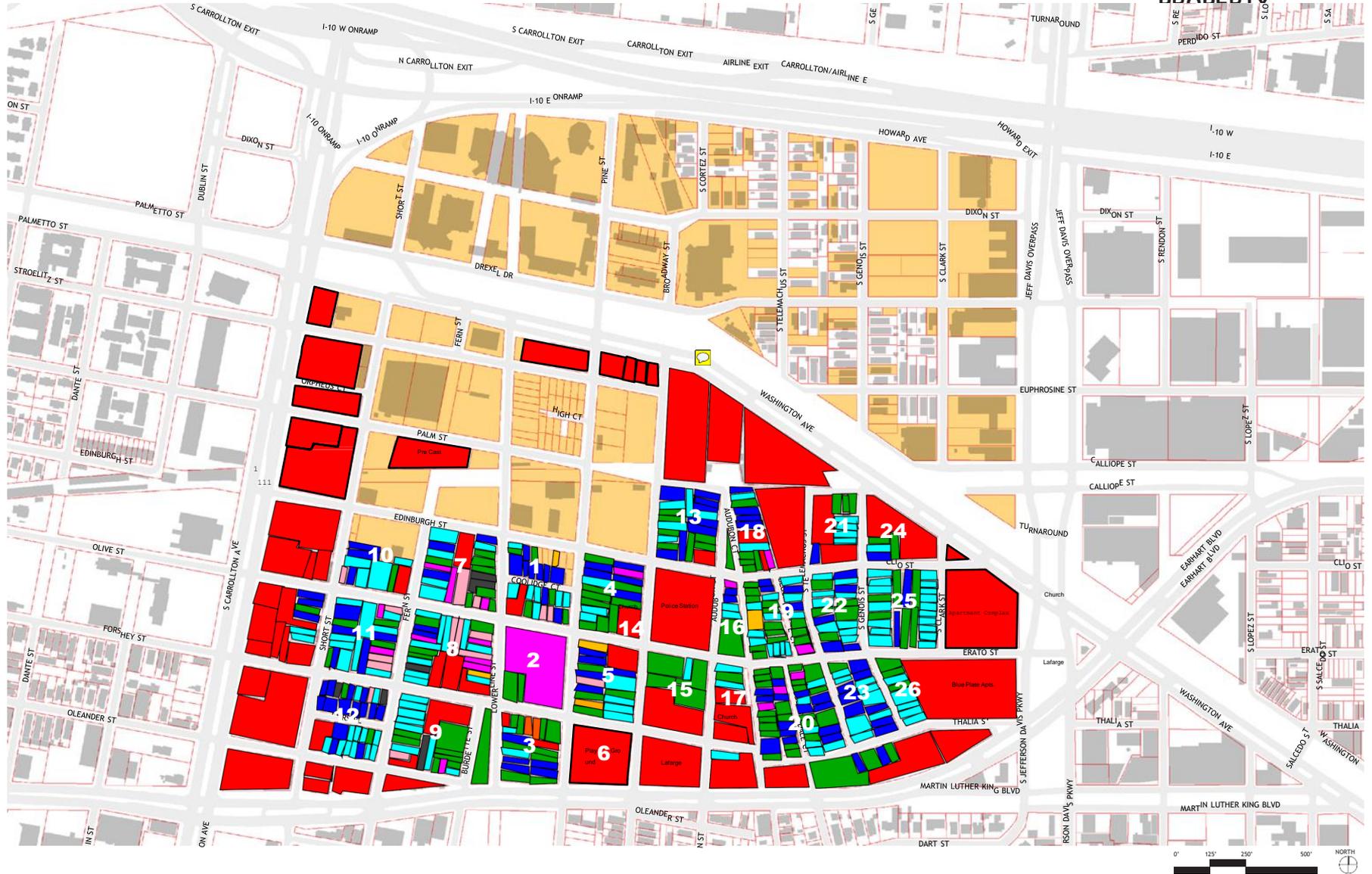


XAVIER

UNIVERSITY *of* LOUISIANA

- Xavier Univ. Properties
- NOL Holdings Prop.
- NOL Holdings Tax Prop.
- Commercial
- Vacant Land/Blight
- Home Owners
- Rental Properties
- Bank Owned

XAVIER UNIVERSITY PROPERTY



**THE ROLE AND IMPORTANCE
OF UNIVERSITIES IN DEVELOPING
THEIR COMMUNITIES**

IMPORTANCE OF UNIVERSITIES ACQUIRING PROPERTY

1. GET RID OF BLIGHT
 - a. blighted properties lowers the property's value
 - b. blighted properties = danger zone

2. STUDENT'S SAFETY
 - a. Parent's & Universities' #1 concern

3. CREATE A THRIVING CAMPUS COMMUNITY
 - a. Become the University of choice
 - b. Become the shining light in the community

UNIVERSITY ADJACENT PROPERTY ACQUISITION PROCESS

1. IDENTIFY PROPERTY
 - a. create your boundaries
2. LOCATE OWNER
 - a. Internet
 - b. Yellow pages
 - c. Neighbors
3. NEGOTIATE SALE
 - a. Know your numbers(comps)
 - b. Worth of property to university
4. RENOVATION
5. LEASE

THE JARVIS GREEN FOUNDATION

RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

Introduction

The Board of Directors and Staff of The Jarvis Green Foundation developed this strategic plan with assistance from Southern University Small Business Development Center. It provides The Jarvis Green Foundation with a three-year roadmap for support, services and organization development by providing affordable housing through homeownership to working parents in low income and previous blighted areas.

This plan was developed with broad involvement and guidance from the Staff and it's construction management subcontractor, ComNet LLC. The Strategic Planning Committee included two board members, the staff and the construction management subcontractor, ComNet, LLC. This Committee including the executive director and a board member met twice to reflect on the mission, the vision, core operating values and assumptions underlying the organization's approach to it's work. These meetings set the stage for a work session of which the organization's strategic direction was defined. The staff helped coordinate the planning process and provided important support and analysis to complete this plan. The staff will name this project; "Red Stick Revitalization Project".

ComNet , LLC facilitated the estimating costs and fees associated with new construction of affordable housing by using Xactimate building construction software pricing tool.

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

ComNet, LLC conducted a site survey of the maps and areas of the properties that will be made available to The Jarvis Green Foundation for the development of bettering the community. An organizational assessment helped The Jarvis Green Foundation assess both the challenges and opportunities it is likely to face over the next three years and set the context for the choices reflected in this strategic plan.

Executive Summary

The Jarvis Green Foundation mission is:

PROVIDE SUPPORT TO WORKING PARENTS IN DISADVANTAGED, LOW-INCOME AREAS WHOM DESIRE OWNERSHIP OF THEIR OWN PROPERTIES AND WHOM DESIRE TO ADVANCE THE LIVES OF THEIR CHILDREN THROUGH HOME OWNERSHIP.

Background and History

The Jarvis Green Foundation began in 2007 as a 501©3 organization providing support to single working mothers in disadvantaged, low income areas whose lives had been affected by tragedy.

The Jarvis Green Foundation support and services includes nationally recognized fund raising events such as wine tasting, grants, donors for the purpose of seeing out the mission of this organization.

Direction and Results

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

The strategic direction and goals included in this plan are The Jarvis Green Foundation's response to its understanding of what its clients value most about the organization, and current opportunities and

challenges for offering a high quality system of support in the community for working parents that needs **affordable housing and homeownership**.

The three-year period of this strategic plan will be in a time of assessing and deepening The Jarvis Green Foundation approaches to its work. Concurrently, The Jarvis Green Foundation will take more of a leadership role in working with a broader array of community resources, and it will explore actively engaging more grants, donors, fund raisers and volunteers.

With a fresh perspective on its mission, understanding what it does well, and the environment in which it operates, The Jarvis Green Foundation will pursue the following strategic direction:

1. The Jarvis Green Foundation will deepen its existing direct supports and services over time to ensure that they are state-of-the art for working effectively with potential working parents seeking home ownership and making their communities a better place to live.
2. The Jarvis Green Foundation will take a leadership role in working with range of accepting and administering gifts,

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

- donors, grants, endowments and bequests of any and all type of property and funds, in trust or otherwise, whether in principal or income, vested or contingent, to borrow or make loans and investments, purchase and acquire assets.
3. The Jarvis Green Foundation will explore the feasibility of expanding the organization's visibility in the community and making greater use of volunteers such as churches and local municipalities.
 4. The Jarvis Green Foundation will emphasize building its discretionary financial resources to invest in providing quality services. This includes building the endowment and establishing a **maintenance fund to take care of our property assets**.
 5. The Jarvis Green Foundation will further involve its sub-contractors and sub-consultants and lending institutions to ensure its working parents-clients seeking affordable homeownership within the low income and previously blighted properties is done effectively.

Goals

The following goals for The Jarvis Green Foundation over the next three years are the organization's response to the important issues that has been identified. These goals provide a roadmap for fulfilling the strategic direction.

Service Delivery

The Jarvis Green Foundation will provide an application for its working parent seeking to acquire home ownership from Iberia

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

Bank Mortgage Company. Iberia Bank Mortgage Company will provide the working parent seeking home ownership the newest LMI Census Tract Home Financing package that includes the following:

- Up to \$4,000 Down Payment Assistance (DPA)
- FHA, VA and USDA Loans Available
- Program Available to Qualifying Low-to-Moderate (LMI) Borrowers
- A wide Range of Credit Scores will qualify (a minimum of 600 required)
- All loans approved locally
- All loans funded locally

To Qualify, the borrower must:

- Fall within the designated credit score range
- Attend HUD approved Home Buyers Counseling class for first time buyers
- Property must be located in eligible area
- Borrow income levels do apply (each household cannot exceed \$5 1,000 annually)

Human Resources

The Jarvis Green Foundation will develop a stable, highly qualified and motivated workforce that actively delivers the organization's mission.

Resource Development

The Jarvis Green Foundation will be a highly visible, well-respected, nonprofit organization that attracts increased

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

numbers of higher levels of contributions to support operations and the endowment fund.

Successful implementation of this strategic plan will result in more quality supports and services delivered to clients and consumers, more consumers welcomed in the community and actively involved in community life, and a broader array of resources in the community valuing and supporting families in need of affordable housing/home ownership in their communities. The ultimate result The Jarvis Green Foundation aspires to achieve is far beyond high quality supports and services for people who seek purchasing a new home in low income and disadvantaged areas. It is about changing community conditions that make full community life possible for every person.

Funding Sources

While private donations is still a significant source of funding through private sources including individuals and businesses, The Jarvis Green Foundation has a robust and innovative program by seeking governmental grants through alliances.

Core Operating Values

The following core operating values influence the culture and public image of The Jarvis Green foundation as an effective community-based organization serving a wide variety of individuals and families.

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Caring Attitude - The Jarvis Green Foundation demonstrates compassionate support and concern for people with disabilities and their families. As a part of this caring attitude, we educate and inform consumers and their families.

Responsiveness – The Jarvis Green Foundation finds solutions that meet the needs and preferences of working parents and their families through direct service or referrals to other providers.

Respectfulness - The Jarvis Green Foundation honors the choices of people with the need to find a home to own in low income areas, encouraging each person to take control over his/her own life, and helps to shape these based on what is important to each consumer. We respect the role that families have in helping to shape these choices as well.

Individualized Support – The Jarvis Green Foundation knows that people’s needs vary significantly and can change over time, we seek to understand the individual consumer and co-create the right supports for each person’s development needs to acquire an affordable home.

Diversity – The Jarvis Green Foundation understands that parents in the need for an affordable homeownership in low income areas are part of all races, ethnicities and religions; we seek to assist as many people as our financial resources support.

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Integrity and Accountability – The Jarvis Green Foundation has the highest level of integrity in its administrative, service, and outreach activities; we tie these activities directly to our mission, and we maintain and report our records accurately.

Partnerships – The Jarvis Green Foundation works with a wide variety of partners and advocates for quality service by all partners.

Advocacy – The Jarvis Green Foundation educates the public and advocates for the long term bests interest of people with disabilities and their families.

Financial Sustainability – The Jarvis Foundation believes its work as an advocate and service provider will be needed for many years into the future. Therefore, we strive to deliver on our mission with thoughtful strategic choices that ensure we have sufficient financial resources.

Strengths

The Jarvis Green Foundation key strengths include the organization's demonstrated ability to provide high quality, necessary services, which help working parents live a fuller life in the community by providing them with home ownership. Staff is committed, and the services and programs offered are monitored for quality. When there is a challenge, the organization meets it through innovation. The Jarvis Green Foundation has an excellent reputation and has a desire to be looked to by other service providers as a leader.

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Weaknesses

Some believe that The Jarvis Green Foundation's significant growth has led to challenges to human resources and lack of structure for coordination among departments, and inconsistent administrative and clerical support. There is a perceived need for improved management practice, use of technology, and increased use of volunteers. There was a call for additional social and recreational services and for greater visibility in the community.

Opportunities

The opportunities considered most important included:

- *Increasing community acceptance and opportunity to get rid of blighted properties* and allowing community families to purchase the property and build a new affordable home on the site. There appears to be increased emphasis on inclusion at schools and increased openness by employers at these new recovery schools to build homes in these areas where their employees including teachers can live near the new recovery schools they are employed at. These changes make The Jarvis Green Foundation's philosophy more prevalent and my increase demand for its services and opportunities for employment and inclusion.
- *Implications:* Greater inclusion raises the community's consciousness to see our consumers as untapped resources. This can change the outlook at schools, career,

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RED STICK REVITALIZATION PROJECT - STRATEGIC PLAN

and technical programs and lead to independence and economic stability for consumers. The Jarvis Green Foundation could do more selling to potential working parents looking to build a new home in low income areas.

- *Increased visibility*, which could lead to greater access to other resources. The parish and state has a range of resources including grants and support from local legislatures and council persons, community colleges, and universities with students interested in purchasing a home in these low income areas – all of which could be better tapped.
- *Implications*: The Jarvis Green Foundation could develop a program to support potential clients through screening, training and ongoing partnerships. The program should also celebrate and recognize our efforts. We also see the need for volunteers to help and at the same time, this will help increase fundraising and other may look more closely at the quality of services provided by these volunteers.

Threats

The threats considered most important included:

- *Dependence on government funding*. Funding, particularly the residential funding stream is somewhat competitive at the state level. We would like to tap into the parish

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funding sources through the Office of Community Development.

- *Implications:* The Jarvis Green Foundation needs to assess the real demand for its service and be prepared to explore other opportunities for generating revenue. The question of what happens when private money is gone needs to be addressed.

Service Delivery

The Jarvis Green Foundation will provide model supports for people who are in need of homeownership in low income areas, either directly or through partnerships with or referrals to our service.

Strategic Action Plan Focus by Year

The following is a summary of the anticipated major focus of activities by goal for The Jarvis Green Foundation's Red Stick Revitalization Project:

Year 1:

Service Delivery

Build Sixteen new construction homes for families in the service areas.

Resource Development

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Utilize partnerships including Iberia Bank Mortgage Affordable Housing Mortgage Program.

Year 2:

Service Delivery

Build Nineteen new construction homes for families in the service areas.

Resource Development

Utilize Partnership Including Iberia Bank Mortgage Service Mortgage Program.

Year 3:

Service Delivery

Build Fifteen new construction homes for families in the service areas.

Resource Development

Utilize Partnership Including Iberia Bank Mortgage Service Mortgage Program.

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COOPERATIVE ENDEAVOR AND INTERGOVERNMENTAL AGREEMENT

This Cooperative Endeavor and Intergovernmental Agreement (this "**Agreement**") is made and entered into effective on the "Effective Date" as defined below, by and between:

_____, a nonprofit corporation of the State of Louisiana, herein represented by its _____ as per a resolution of its Board of Directors, a copy of which is attached hereto and made a part hereof for reference, herein referred to as "**Nonprofit Transferee**", whose permanent mailing address is _____, and

THE EAST BATON ROUGE REDEVELOPMENT AUTHORITY, (herein, "**Authority**"), represented herein by its President, XXXXXX XXXXXXXX, pursuant to a Certificate of General Empowering Resolution approved by unanimous vote of the Board of Commissioners of the East Baton Rouge Redevelopment Authority, copy of which is of record in the Official Records of East Parish Rouge Parish Clerk of Court at Original 645, bundle 12435, whose permanent mailing address is 801 North Boulevard, Suite 200, Baton Rouge, Louisiana 70802.

WITNESSETH:

A. WHEREAS, the Authority was created pursuant to Chapter 13-I of Title 33 of the Louisiana Revised Statutes of 1950 (East Baton Rouge Redevelopment Authority) (“**RDA Statute**”), for the purpose, among others, of providing a public body with the authority to redevelop, renew, salvage and reconstruct blighted and distressed areas (“**RDA Mission**”) within the Parish of East Baton Rouge (“**Parish**”); and

B. WHEREAS, under the RDA Statute, the Authority is granted powers for public uses, purposes, welfare, and utility for which public money may be expended as necessary and in the public’s interest, as determined by the Louisiana State Legislature, and the RDA Statute authorizes the Authority to enter into cooperative endeavor agreements with non-profit corporations in order to achieve its purposes and in furtherance of the RDA Mission; and

C. WHEREAS, the Authority acquired certain immovable property within the Parish, which Property is located in areas that are considered distressed and are located in low-income census tracts, as more fully described on the attached **Exhibit A** (collectively and individually, the “**Property**”) in order to promote the creation of residential, commercial, or retail development on the Property which will serve a public purpose and satisfy the RDA Mission by stimulating investment in distressed neighborhoods, placing blighted property back into commerce and developing it in a way that benefits the neighborhood in which it is located and the community as a whole; and

D. WHEREAS, Nonprofit Transferee is a Louisiana nonprofit corporation whose stated nonprofit mission is _____ (“**Nonprofit Mission**”); and

E. WHEREAS, Nonprofit Transferee has requested, and the

Authority has agreed, that the Property be transferred to Nonprofit Transferee for one or more of the Permitted Uses (defined below), which Permitted Uses are consistent with both the Nonprofit Mission and with the RDA Mission; and

F. WHEREAS, by transferring and accepting the Property for the Permitted Uses, both the Authority and Nonprofit Transferee respectively will be carrying out its purposes with regards to the Property, and each party will receive other ancillary benefits.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants, herein contained, the parties hereby agree as follows:

1. TERM

This Agreement shall have an Effective Date as of the date of the signature of the last party to sign this Agreement. Subject to Section 12 below, this Agreement shall remain in effect until each of the Properties has been developed and transferred in compliance with the terms set forth herein, except for such provisions as are stated to survive termination of this Agreement.

2. AGREEMENT TO TRANSFER PROPERTY

- a. In accordance with the terms and conditions set forth in this Agreement, the Authority shall transfer the Property to Nonprofit Transferee by Act of Transfer (“**Transfer**”). The Transfer shall be recorded upon closing of the transfer of the Property (such date, the “**Recordation Date**”).
- b. The Authority has already received a judgment clearing title to the Property, which has been recorded in the public records of the Clerk of East Baton Rouge Parish. Title to

the Property shall be granted solely as set forth in such judgment.

3. PURCHASE PRICE; PAYMENT TERMS

- a. The purchase price for the Property is [INSERT AGGREGATE APPRAISED VALUE], which the parties acknowledge represents the aggregate appraised value of the Property (“**Purchase Price**”). The outstanding principal balance of the Purchase Price shall be due in full five (5) years from the Construction Commencement Date (“**Maturity Date**”).
- b. The Authority shall grant Nonprofit Transferee economic development credits (“**Credits**”) upon evidence of the satisfaction of the conditions set forth in this Agreement that shall be used to offset the Purchase Price due hereunder.
- c. To evidence the indebtedness Nonprofit Transferee has executed a Promissory Note. The obligation of Nonprofit Transferee to satisfy the payment of the Purchase Price is secured by a mortgage on the Property in favor of the Authority.

4. PERMITTED USE

- a. Each of the Properties are currently zoned residential. Nonprofit Transferee agrees not to seek modification of the zoning of the Property. Because of the location, current condition, and surrounding uses of the Property, the Authority and Nonprofit Transferee agree that, although any redevelopment will result in an increase in productivity, the most beneficial use of the Property is for one of the below stated purposes (each a “**Permitted**

Use”):

- i. single or multi-family homes to be sold or leased to families with incomes at or below 80% of the area median income (Credit Value: \$5,000); or
- ii. transfer to an adjacent landowner who has no liens or encumbrances on any other land owned by such landowner and who is current on all ad valorem taxes (Credit Value: \$3,500); or
- iii. transfer to a validly existing and recognized nonprofit organization for use as green space, community use, or another similar public purpose (Credit Value: \$3,500); or
- iv. transfer to another nonprofit for construction of single or multi-family homes to be transferred to families with incomes at or below 80% of the area median income (Credit Value: \$4,000).

As used in this Agreement, “**transfer**” shall mean any sale, transfer, donation, lease, or lease-purchase to a third party in furtherance of the intent of this Agreement.

b. The current intended use of each lot of Property is shown on the **Property Status Form** attached hereto as **Exhibit B**. The Authority hereby approves the Permitted Use indicated for each lot of Property. If the Nonprofit Transferee wishes to change the Permitted Use on a particular lot of the Property, it agrees to resubmit the proposed use to the Authority for written approval prior to undertaking any choice limiting action on the particular lot. To ensure compliance with this Paragraph 3, Nonprofit Transferee shall provide the Authority with an updated Property

Status Form every sixty (60) days showing the then-current Permitted Use for the Property.

5. RESOLUTORY CONDITIONS, RESTRICTIONS AND REVERSION OPTION

- a. **Affordable Housing Covenants.** Nonprofit Transferee agrees that to evidence and secure its obligation to construct and develop housing to be made available to those families earning at or less than 80% of the area median income, the Authority shall record a CDBG Regulatory Agreement setting forth the restrictions applicable to such housing. The Regulatory Agreement shall run with the land and have a term of not less than five (5) years.
- b. **Construction Obligation.** The parties acknowledge and agree that the Authority has agreed to transfer the Property to Nonprofit Transferee so that the Property can be placed back into productive use for one of the Permitted Uses as quickly as possible, and therefore, Nonprofit Transferee agrees to begin making improvements to the Property (or on at least one lot of the Property if the Property consists of multiple lots) within 120 days (as may be extended in the Authority's sole discretion) of the receipt of the Environmental Notice to Proceed (defined below) ("**Construction Commencement Date**") and to diligently pursue the execution and completion of the construction within a reasonable time, subject only to delay caused by force majeure.
 - i. To evidence compliance with this Section, Nonprofit Transferee shall provide the Authority with copies of the building permits, executed

construction contract (including payment and performance bonds), recorded notice of construction, and certificates of builder's risk insurance no later than the Construction Commencement Date.

ii. If the Property consists of multiple lots, Nonprofit Transferee shall provide the Authority with an updated Property Status Form every sixty (60) days for each lot designated for construction of single or multi-family homes indicating the anticipated construction schedule, the status of any required financing, and providing the items listed in subsection (i) above, if available.

iii. If the Permitted Use approved for the Property is to transfer the Property pursuant to Section 3(a)(ii), (iii), or (iv) above, Nonprofit Transferee shall provide copies of Letters of Intent, Purchase and Sale Agreements, Acts of Sale or such other documents as may be appropriate to show the intent of Nonprofit Transferee to transfer the Property.

c. **Annual Audit and Reversion Right.** Beginning 180 days from the Construction Commencement Date, the Authority shall review the Property Status Forms provided by Nonprofit Transferee and shall evaluate (1) whether the Property is being used for the Permitted Uses; (2) whether Nonprofit Transferee is adequately complying with the terms of this Agreement; and (3) whether Credits are owed to Nonprofit Transferee, and if so, in what amount

(“Authority Property Audit”). The Authority shall provide Nonprofit Transferee with written notice of any Credits that have been earned against the balance of the Purchase Price, along with the remaining obligations. In the event that the Authority determines that Nonprofit Transferee has failed to timely develop or transfer, or establish a reasonable timeline for the development and transfer of, one-third of the Property, the Authority shall provide written notice of such failure to Nonprofit Transferee (**“Noncompliance Notice”**). Nonprofit Transferee shall have sixty (60) days from the receipt of a Noncompliance Notice in which to (1) provide the Authority with a revised Property Status Form, and such other information as may be requested by the Authority, showing that at least one-third of the Property has been developed and/or transferred, or (2) provide the Authority with a reasonable development plan that will allow 100% of the Property to be developed and/or transferred prior to the Final Reversion Date (defined below).

- i. If Nonprofit Transferee does not provide the Authority with adequate information to satisfy the Authority that 100% of the Property will be developed and/or transferred prior to the Final Reversion Date, after the first of either (x) the end of the sixty (60) day cure period described above, or (y) the date that is one year from the Recordation Date, the Authority shall have the right to revoke the Transfer of all or part of the Property that has not been developed and/or transferred (**“First Reversion Date”**).

- ii. The Authority shall conduct a second Authority Property Audit on the remaining Property held by Nonprofit Transferee (which should indicate that two-thirds of all of the Property has been developed and/or transferred in accordance with this Agreement) beginning eight (8) months following the First Reversion Date in accordance with the procedure set forth above, so that on the second anniversary of the Recordation Date the Authority shall have the right to revoke the Transfer of all or part of the Property that has not been developed and/or transferred (“**Second Reversion Date**”).
- iii. Sixty (60) days prior to the third anniversary of the Recordation Date, the Authority shall conduct its third Authority Property Audit. If any Property has not been developed and/or transferred in compliance with this Agreement the Authority shall send Nonprofit Transferee a Noncompliance Notice and Nonprofit Transferee shall have thirty days in which to transfer or develop all remaining Property. If Nonprofit Transferee fails to develop and/or transfer all of the Property prior to the third anniversary of the Recordation Date (“**Final Reversion Date**”), the Authority shall have the option to revoke the Transfer of all or part of the Property that has not been developed and/or transferred.

d. If the Authority elects to revoke the Transfer of any part of

the Property in compliance with this section, Nonprofit Transferee agrees to cooperate with the Authority to execute all necessary documentation necessary or required to affect such revocation. Any Property transferred back to the Authority shall contain no exceptions to title except for those existing at the time of the Transfer to Nonprofit Transferee (any other exceptions being the obligation of Nonprofit Transferee to remove within ten (10) days of receipt of notice of such exception).

- e. To evidence compliance with this Section, Nonprofit Transferee shall provide the Authority with copies of the Acts of Sale or Transfer, or lease instruments for each Property on or before the applicable Reversion Date.
- f. **Return of Purchase Price.** In the event that the Authority elects to revoke the Transfer of any Property, the amount of the Purchase Price allocable to such Property shall be immediately due and payable, but shall not affect forgiveness or novation on any remaining balance due under the Promissory Note. In addition, _____ shall pay to the Authority the sum of One Thousand Dollars (\$1,000) for each legal lot transferred plus any required recordation costs and attorneys' fees necessary to affect the transfer of such Property back to the Authority as liquidated damages upon the recordation of such revocation. The parties agree that this amount is reasonable to compensate the Authority for the damages caused by the _____'s failure to comply with this Agreement.

6. DUTIES OF NONPROFIT TRANSFEREE

In exchange for the performance of the duties of the Authority,

Nonprofit Transferee shall:

- a. pursuant to the terms of the Transfer, accept what interest, if any, the Authority may have in the Property. Any such transfer shall be in accordance with the RDA Statute, provided any such transfer shall be “AS IS” and shall be conveyed without warranty of title. Nonprofit Transferee shall hold the Authority free and harmless from any claims arising as a result of any transfer pursuant to the terms of this Agreement, hereby agreeing to indemnify, reimburse, and defend any such claims; and
- b. Nonprofit Transferee agrees that the Authority is conducting, or having conducted, certain environmental reviews in order to receive federal and state certification enabling the Property to receive grant funding allowing the Authority to clear title on the Property. The Authority will provide the Nonprofit Transferee with copies of documentation resulting from this review, and Nonprofit Transferee shall not be obligated to acquire any Property that does not receive this approval. Nonprofit Transferee also agrees that prior to the commencement of construction, it must work with the City of Baton Rouge/Parish of East Baton Rouge Office of Community Development to secure an additional environmental approval, as evidenced by an “**Environmental Notice to Proceed**”.
- c. pursuant to the terms set forth in this Agreement, undertake the costs and expenses related to holding and maintaining the Property, including maintaining adequate insurance, developing and constructing single or multi-family homes on each Property to be used for such

construction, and enabling the transfer of the Property as provided herein, all in compliance with the Nonprofit Mission; and

7. DUTIES OF THE AUTHORITY

In exchange for the performance of the duties of the Nonprofit Transferee, the Authority shall transfer the Property in accordance with the RDA Statute and this Agreement.

8. DETERMINATION OF PUBLIC PURPOSE

Each of the parties hereto has determined that the acquisition and redevelopment of the Property by Nonprofit Transferee for the Permitted Uses serves a public purpose and will create a public benefit equal to the value of the Property.

9. FURTHER ASSURANCES

Each party hereto agrees to adopt all proceedings necessary and incidental to the authorization, execution and delivery of this Agreement and any related documents, and to take all actions necessary to satisfy its obligations hereunder.

10. RELATIONSHIP

Nothing in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of employer and employee, principal and agent, or of partnership or joint venture between the parties hereto. Authority is not a political subdivision, agency, or instrumentality of Nonprofit Transferee. Nothing herein shall be construed to authorize any party to employ persons as employees of any other party, nor shall any party be required to employ any such person in connection with this Agreement. All personnel supplied or used by a party shall be employees or contractors of such party and shall not be employees

or contractors of any other party. No benefits of employment of a party shall be available to any other party's personnel. Each party shall be solely responsible for all matters relating to the payment of its employee(s), including compliance with social security, withholding, and all other regulations governing such matters and shall be solely responsible for such party's subordinates and employees.

11. PERFORMANCE

- a. Authority shall comply with all appropriate laws, ordinances, licensing requirements, rules, and regulations of any and all governmental authorities and in accordance with all provisions of the constitutional and statutory restrictions on the use of state properties or funds for public purposes, which statutes and restrictions are made part of this Cooperative Endeavor Agreement.
- b. If Authority performs contrary to any such laws, ordinances, licensing requirements, rules, or regulations, it shall hold harmless and indemnify Nonprofit Transferee from and against any and all liability therefore, including attorney fees and defense costs, and it shall assume full responsibility for and pay all fines and liabilities which result from the same.
- c. No party shall not discriminate in its hiring and employment practices against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry, age, political beliefs, or disability or physical handicap, and shall comply with local, state, and federal laws, ordinances, rules, and regulations relating to non-discrimination.

12. INDEMNITY AND HOLD HARMLESS

Nonprofit Transferee shall indemnify and hold harmless the Authority, Authority officials, agents, servants, employees, insurers, successors, and assigns, and those deriving any right from or against the Authority from and against any and all liabilities, losses, claims, expenses, costs, damages (including without limitation, punitive and/or exemplary damages), demands, suits, actions, recoveries, and judgments of every nature and description whatsoever, arising out of, incident or pertaining to (a) the performance or non-performance by Nonprofit Transferee of this Agreement or (b) the acts or failure to act of Nonprofit Transferee 's contractors, agents, servants, employees, or officials pertaining to this Agreement.

13. INSURANCE

Each party to this Agreement shall maintain such insurance in type and amount as required by law, statute, ordinance or regulation and shall be solely responsible for all costs associated with such insurance.

14. TERMINATION OF AGREEMENT

This Agreement shall be effective for the Term. Additionally, either party (“**Terminating Party**”) shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party. Upon the expiration of ten days, the Authority (whether or not it is the Terminating Party) shall have the right to revoke the Transfer of any Property not developed and/or transferred in accordance herewith with all costs of such revocation (including the costs of clearing any encumbrances to title) being borne by Nonprofit Transferee.

15. ASSIGNMENT

No party to this Agreement shall assign or transfer its interest in

this Agreement or any of its rights or obligations hereunder without the prior written consent of each of the parties.

16. MISCELLANEOUS

This Agreement shall be the exclusive and entire agreement between the parties with respect to the matters covered herein. Should any provision of this Agreement be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision; and, to this end, the provisions are severable. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

The Authority notes that the CDBG funds used by the Authority in conjunction with the acquisition and maintenance of the Property shall not be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the actions by the City of Baton Rouge/Parish of East Baton Rouge to comply with its fair housing certification.

17. AMENDMENT

Any amendment to this Agreement shall be in writing and executed by each of the parties hereto.

18. NO PERSONAL LIABILITY

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the Authority or Nonprofit Transferee, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

[Remainder of page intentionally blank – Signature pages follow]

THUS DONE, READ AND SIGNED by the parties in Baton Rouge, Louisiana, in multiple originals, in the presence of the undersigned competent witnesses on the respective following dates.

WITNESSES:

Print Name: _____

By: _____

Name: _____

Print Name: _____

Date: _____

EAST BATON ROUGE
REDEVELOPMENT AUTHORITY

Print Name: _____

Xxxxxx Xxxxxxx, President and
CEO

Date: _____

 Print Name : _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PROPERTY STATUS FORM

Authorizing the Metropolitan Council to declare the following properties previously adjudicated to East Baton Rouge Parish, Louisiana, surplus property, and to authorize the sale of said properties to the indicated persons, their agents or assigns for the consideration mentioned (Initial Bid Amount), or to the highest offeror who submits their deposit with a certified check or money order in the amount indicated (“Advanced costs required”) **no later than 2:00 p.m. on Wednesday, April 17, 2019.** All parties who have submitted the required costs as indicated for each property **NO LATER THAN 2:00 P.M.** shall be allowed to submit verbal bids at the auction that will be held on the first floor of the Governmental Building at the Security Desk beginning at **3:00 p.m. on Wednesday, April 17, 2019.** Public hearing before the Metropolitan Council on bids received will be held on **Wednesday, April 24, 2019.** More information is available online at www.brla.gov/455/adjudicated-property.

1.	Lot 20, Square 7, Greenville Extension Billops Street Metro Council District	Rock Zion Baptist Church
	Initial Bid Amount	07-Cole \$ 100.00
	Advanced costs required (certified funds)	\$ 855.00
	Appraised Value	\$ 2,500.00
	Taxes Due (Adjudicated for 2001 taxes)	\$ 1,000.64

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

2.	Lot 165, Baker Estates Burgess Drive (4416) Metro Council District	Blaine Muse
	Initial Bid Amount	01-Welch \$ 300.00
	Advanced costs required (certified funds)	\$ 500.00
	Appraised Value	\$ 25,000.00
	Taxes Due (Adjudicated for 2013 taxes)	\$ 4,908.51

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

3.	Lot 34, Square 28, Greenville Extension Columbus Dunn Drive Metro Council District	Albert Byrd
	Initial Bid Amount	07-Cole \$ 100.00
	Advanced costs required (certified funds)	\$ 850.00
	Appraised Value	\$ 2,500.00
	Taxes Due (Adjudicated for 2007 taxes)	\$ 7,082.97

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

4.	Lot 135, Fairwoods Subdivision Beechwood Drive (3925) Metro Council District	Robert Rogers
	Initial Bid Amount	07-Cole \$ 1,000.00
	Advanced costs required (certified funds)	\$ 905.00
	Appraised Value	\$ 20,000.00
	Taxes Due (Adjudicated for 2009 taxes)	\$ 5,803.88

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

5.	Lot 44, Square 4, Eaton Place Mission Drive Metro Council District	Dominic Plain
	Initial Bid Amount	07-Cole \$ 100.00
	Advanced costs required (certified funds)	\$ 905.00
	Appraised Value	\$ 5,000.00
	Taxes Due (Adjudicated for 2011 taxes)	\$ 2,325.40

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

6.	Lot 50, Square 101, South Baton Rouge West Garfield Metro Council District	Sandra Henderson
	Initial Bid Amount	10-Wicker \$ 500.00
	Advanced costs required (certified funds)	\$ 905.00
	Appraised Value	\$ 1,500.00
	Taxes Due (Adjudicated for 2009 taxes)	\$ 1,700.25

Bids received April 17, 2019. Introduce for public hearing/meeting April 24, 2019.

THURSDAY, FEBRUARY 4, 2016

Baton Rouge reaches out to New Orleans business to sell adjudicated properties

By Ryan Broussard

Seeking help to sell adjudicated properties, officials in the East Baton Rouge Parish Attorney's Office have partnered with a New Orleans-based company that specializes in moving adjudicated properties and assists potential buyers with the required paperwork.

Baton Rouge has more than 4,000 adjudicated properties, meaning properties relegated to the city-parish after the owner failed to pay the property taxes and no one purchased that property at a tax sale. Of those 4,000 properties, more than 2,100 have been adjudicated for more than five years and are now available for purchase through Civic Source's website.

"The hope and theory is it get it put back into commerce," says William R. Aaron II, special assistant parish attorney and head of adjudicated properties in the Parish Attorney's Office.

Some of those properties are ditches in a subdivision and some are discarded parcels left over when a large tract was subdivided, while others have been adjudicated by mistake, Aaron says.

If a potential buyer tries to purchase the property through the Parish Attorney's Office, they are required to do all the legwork of finding past owners and notifying them through notices of the impending sale. Civic Source does the due process work for the buyer, and also offers title insurance.

Title insurance protects the purchaser from unforeseen mortgages and liens, as well as legal attacks from a former landowner who was not notified of the property's sale.

Civic Source is handling only property that has been adjudicated for more than five years. That time distinction is important because when someone wants to purchase a property that has been adjudicated for less than five years, a public notice has to be posted for six months. After five years, the public notice is 60 days.

Aaron says since the properties went up on Civic Source's website Monday, they have already seen scores of people head to the Parish Attorney's Office to settle their affairs and redeem the property. One employee was out one day earlier this week and had 60 messages left on her phone when she got back the next day.

The city-parish does not pay Civic Source a penny for the service, Aaron says. The company sets the initial price of the property to cover its expenses, and makes its money through closing costs, Aaron says. Any money generated above the initial price goes to the city-parish.

Brian Danos, chief operating officer for Civic Source, says the people using their website are a mix of investors looking to purchase land in bulk and people in neighborhoods who tire of seeing blighted property and buy the land to clean it up.

"A lot of these properties are blighted properties and they are really harmful to these neighborhoods," Danos says.

In 2015, the company sold 645 properties in New Orleans and other parts of the state to new buyers and had former owners pay off the taxes to redeem 70 properties.

Danos says it takes the company about 120 working days from the time a potential buyer pays a \$750 deposit and expresses interest in buying a property to the date on which the actual sale is held. At the sale, anyone is free to bid on a property, Danos says. If the person who paid the deposit is not the highest bidder, then the company refunds their deposit and adds \$750 to the total of the highest bidder.

Danos says they will begin marketing the service in February to educate investors on how Civic Source works.

“Every market we go into, it’s an education process,” he says.

—**Ryan Broussard**

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https://www.theadvocate.com/baton_rouge/news/communities/zachary/article_8efef842-24c8-11e9-aadd-1353b9410e2c.html

Councilwoman to host sessions about acquiring adjudicated property

ADVOCATE STAFF REPORT FEB 6, 2019 - 2:30 PM

Advocate
Staff

Metro Councilwoman Chauna Banks is hosting information sessions on how to acquire property in East Baton Rouge Parish. The event is free and open to the public. The meeting will include details on getting title insurance and paying the outstanding taxes.

The second session will be at 5:30 p.m. Feb. 28, at Louisiana Leadership Institute, 5763 Hooper Road, Baton Rouge.

The goal is to help bring new life to blighted, abandoned or tax-foreclosed properties, according to a news release. Agency representatives will present five unconventional pathways to acquire these properties. Both residential and commercial investors will learn how to purchase tax-delinquent assets by attending these informational.

A list of invited agencies and programs:

- East Baton Rouge Parish Sheriff's Office sale, a public auction of property repossessed to satisfy an unpaid obligation.
- Parish Attorney's Office, which handles the sale of adjudicated properties through public bids and donations.
- Civic Source, a company partnered with the city-parish to offer an online process for the sale of adjudicated property in excess of five years.
- Mow to Own Program, which allows certain parties to avoid the public bidding and receive a preference in making an offer to purchase adjudicated properties in excess of three years.
- East Baton Rouge Redevelopment Authority, which has the ability to acquire and quickly clear title to tax sale and adjudicated properties.

For information, contact the District 2 office at (225) 389-8331 or email cbanks@brla.gov.



Why is a Phase I Environmental Site Assessment Needed When Buying a Commercial Property?

Who requires a Phase I ESA?

Traditionally, a Phase I was contracted by the bank or lending institution on properties where financing was being arranged. The Phase I was primarily performed for the protection of the banks, who were concerned that if they loaned money for a contaminated property they may be held liable for the site cleanup. Today, many banks with loans under a million dollars and borrowers supplying a down payment do not require a Phase I. This has been an industry shift over the past several years as banks have come to understand where their limit of liability stands.



What is included in a Phase I?

The Phase I is a property assessment that includes a walkover of the property and associated structures; a review of historic property information including maps, aerial photographs, deeds, telephone or address directories, etc.; a review of contaminated properties in the vicinity of the subject property; a summary of knowledgeable party information and review of prior reports; and the review of local, State and Federal files pertaining to the property address.

Items evaluated in the Phase I report include: tanks, drains, pits, spills, in-ground and aboveground equipment, petroleum and chemical use, and environmental liens.

Additional issues which may be included in the Phase I at the lenders or clients request include: wetlands, radon, asbestos, lead-based paint, and drinking water.

The Phase I report is typically research only. Unless otherwise specified as part of the scope of work, testing or surveys are outside of the typical Phase I requirements.

Why complete a Phase I if my bank does not require one?

Although many banks are not requiring a Phase I on some commercial loans, the environmental regulations leave the burden of environmental responsibility on the property owner. Performing a Phase I, allows a purchaser to complete the necessary due diligence. It is this due diligence that enables a purchaser to obtain prior to taking possession of a property. Buyer beware is relevant now more than ever in commercial real estate transactions. If a property is purchased without a due diligence evaluation and subsequent environmental issues are found in association with the property, the property owner is now burdened with the cost of remediating the issue. The performance of a pre-purchase Phase I could alleviate the potential for finding environmental issues in the future and thereby holding up future transactions. As a potential purchaser, the determination of environmental issues on a property could be used as leverage for the seller to remediate the concern prior to purchase or could be used to negotiate the property value pending the need for the potential purchaser to perform the cleanup.

If I don't do a Phase I and buy a property how would I ever find out if there was an environmental problem with the site?

The most common way is when you go to sell and the potential buyer completes a Phase I and discovers an environmental Area of Concern (AOC). Today the largest purchaser of Phase I's is not the banks, but commercial real estate investors and owners (*transactions under \$1,000,000.00).

I own a property, never had a Phase I and I am now thinking of selling the property. Do property owners have Phase I's performed?

One of the largest shifts in the commercial real estate market today is that many land owners are having a Phase I performed to root out environmental issues before they become an issue when a buyer is found. A buyer performed Phase I is viewed as both a marketing tool and an environmental property assessment that can help sellers anticipate issues with a property. It can be akin to a homeowner having a home inspection completed to address issues that a purchaser might find during their inspection.

If an environmental issue is found in a Phase I report on a property I am buying, can I still purchase the property?

If the issue is fully disclosed to the lender (if one is involved) and the buyer is willing to accept the liability and cost of addressing the issue, then yes you can buy the property. But the real question is should I address the issue before buying the property?

The investigation of potential issues found in the Phase I is typically addressed as part of a Phase II Environmental Site Assessment.