

Growing Green

Policies & Procedures
effective March 5, 2018

New Orleans Redevelopment Authority





GROWING GREEN

Table of Contents

Purpose	2
Before You Apply	3
Eligibility	3
Scoring Criteria	3
Lease With Option To Purchase	4
Lease Options	5
Terms.....	5
Insurance	8
Inspections.....	8
Final Sale.....	8



GROWING GREEN

Purpose

The New Orleans Redevelopment Authority (NORA) operates Growing Green as a Lease-to-Purchase program on strategic properties that attract lessees with a strategic end use in mind. The properties available for lease to individuals or organizations are only available for neighborhood scale uses such as greening, gardening, stormwater management and urban agriculture. NORA endeavors to find lessees who can maintain the property in good condition through 3 annual leasing cycles at the conclusion of which the lessee will purchase the property from NORA.

To implement Growing Green, NORA makes agency owned parcels available to the public for specific eligible uses. The objectives of the Growing Green program include: eliminate blight, foster neighborhood stability through safer and more sustainable activities, support initiatives that provide for fresh produce, and/or promote a sense of community.

To meet these objectives, eligible applicants are provided an opportunity to lease property for 3 years for a specific use. If the lessee maintains the property in accordance with the application, the property may be purchased at the end of the 3rd year lease term. Growing Green lots are not available for development of housing.

Effective Date

The rules and guidelines enclosed are effective as of March 5, 2018. All leases and purchases that occurred prior to this date are not subject to the terms enclosed within.



GROWING GREEN

Application

Eligibility

- Individuals and non-profit or for-profit organizations are eligible to apply to Growing Green.
- Individuals must submit a complete application.
- All applicants must be willing to sign a lease to the property in accordance with one of the two lease options described separately herein.
- NORA’s property inventory is dynamic and ever-changing, therefore there is NO GUARANTEE that desired properties selected in the application will be available for the proposed project. NORA shall determine property availability and suitability for the Growing Green program in its sole discretion.

Scoring Criteria

- Applications will be scored by a review board that is comprised of NORA staff. NORA may consult with Parkway Partners on any application before making a final determination.
- Applications will be reviewed for approval based on the following criteria:

Criteria	Weight
Appropriateness of intended use - Proposed use must be conducive to the proposed lot location and compliant with City zoning and code requirements. (Applicants should identify alternate lots to improve chances of the application being approved for a suitable site.)	25%
Experience – Applicant must demonstrate an ability to carry out proposed scope of work based on previous experience. (Attach documentation to your application such as: resume, relevant certifications or licenses, past successful project descriptions, photographs and locations of completed work, letters of reference attesting to experience, etc. Attach all that apply)	25%
Financial Capacity and Timeline – Applicant must demonstrate that he/she has adequate financial resources to make the improvements as outlined in the application and on schedule with the projected timeline. Acceptable documentation includes grant commitments, bank statements, letters of interest from a bank, etc.	25%
Development Plan - Proposal should specifically outline, illustrate, and otherwise describe the proposed property use and design. (At minimum the applicant must include a drawing/plan of the type and location of proposed improvements to the vacant lot that will allow the proposed end use to be realized.)	20%
Community Support – Provide evidence that your intended use is supported by some segment or representative of the	5%



GROWING GREEN

immediate community. This may include, but is not limited to, a letter of support from a neighborhood association, a neighborhood petition, or a letter of support from the district council member.	
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- A minimum score of 80 is required for consideration.
- Applicants will be provided a written response from NORA within 30 days of submitting an application. All approvals and rejections must be in writing from NORA. Any verbal communication regarding the status of an application is not a commitment until provided in writing.
- NORA reserves the right to approve or reject any proposal or application at its sole discretion.
- The Executive Director shall make any administrative and/or ancillary revisions to the Growing Green Policies and Procedures as deemed necessary during the course of implementation of the program.



Lease With Option To Purchase

Lease Options

NORA offers two different leases to participate in Growing Green. Each applicant may only request one lease type.

1. Standard Lease - \$350.00 due annually on the date of the initial lease and each renewal thereafter.
2. Discounted Lease - \$175.00 due annually on the date of the initial lease and each renewal thereafter. To be eligible for a discounted lease, the applicant must provide proof of household income below 80% of Area Median Income (AMI). Organizations are not eligible for a discounted lease. If you'd like to apply for a discounted lease you must first obtain the AMI documentation instructions from the Growing Green Project Manager at (504) 658-4400. Applicants who request a discounted lease on the application, but that do not include the required AMI documentation as an attachment, will not be scored.

Lease Terms

- a. The following terms apply to all leases and shall be incorporated into the lease prior to execution. Please review the terms carefully before submitting an application.
 1. Lot may only be used for GREENING, GARDENING, URBAN AGRICULTURE, or STORMWATER MANAGEMENT purposes. All uses must be approved by NORA in writing and will be described in the respective lease.
 2. Lease terms will be for 3 years maximum with renewal due annually only if the improvements are in accordance with the application and lease terms. NORA shall at its sole discretion determine if any extensions to the 3-year timeline are permitted.
 3. The proposed timelines, budget and financial capacity, as submitted in the application will become part of the lease and as such if any substantial changes are foreseen in any of these projections after the lease is executed, the Lessee must notify NORA within 5 days of such changes.
 4. All leased lots must be maintained in a CLEAN, SAFE, SECURE and SANITARY condition, free of weeds, trash, litter, debris, garbage, waste and vermin.
 5. Lessee must take all reasonable measures and precautions to minimize NOISE, DUST and ODORS from the lot.
 6. Lessee must be in compliance with all laws, rules, regulations, standards, ordinances, orders and codes that apply to the lot.
 7. Lessee must obtain and pay for any and all PERMITS or APPROVALS required by the City for the operations on site.
 8. Lessee must obtain and pay for any necessary ACCESS TO WATER or other UTILITIES with the Sewerage and Water Board and to pay any related utility fees.
 9. There shall be no parking or storing any MOTOR VEHICLES, TRAILERS or BOATS on the lot at any time.
 10. Lessees are not permitted to erect or install any PERMANENT STRUCTURE (no



GROWING GREEN

foundation) or HABITABLE FACILITY on the lot. Limited permission is granted for temporary accessory structures and furniture ancillary to approved Growing Green activities. Approved structures may include garden sheds, benches and fences. All structures must be in compliance with building and zoning code requirements.

11. Lessees may not erect FENCES of MORE THAN FOUR (4) FEET in height. Should the site require higher fencing for any reason, approval must be sought from the Land Stewardship Project Manager first and if approved such fencing should be of material that allows for viewing into the site, be made of material other than chain link, and must be approved by the Land Stewardship Project Manager. All fencing and other plans for the site should adhere to the local setback requirements.
12. COMPOST PILES in excess of THREE (3) CUBIC YARDS are not allowed. Compost piles shall prevent any condition that creates an odor, litter, dust, nuisance or attracts rodents or other pests.
13. Lessees may not keep PETS, ANIMALS, or LIVESTOCK on the Lot permanently. Livestock or animals may only be allowed on the Lot if permitted under applicable Zoning and City Code provisions.
14. Lessees may not SELL any item on-site at the lot.
15. Lessee, or anyone else, may not PREPARE, PROCESS, or PACKAGE any food or other products of any plants or livestock in any residentially zoned districts. However, the canning of plants or plant products is permitted.
16. Lessee must ensure to submit SOIL TEST results to NORA from an accredited analytical laboratory prior to the establishment of an agricultural use, or to use RAISED PLANTER BOXES for all crops. Raised planters shall have a minimum height of one foot, constructed of materials that will not contaminate the crops or soil, and have impermeable barrier between on-site and imported soil.
17. Work towards approved improvements must commence on the lot within SIXTY (60) DAYS of lease execution and complete work within SIX (6) MONTHS of lease execution.
18. All BUILDING MATERIALS delivered to the lot must be used or removed within FOURTEEN (14) DAYS.
19. No TREES shall be cut or removed without written consent from NORA.
20. Lessee is responsible to MAINTAIN the ENTIRE PARCEL and adjacent public-rights-of-way in good condition. This includes regular mowing, weeding, and the removal of dead/ dying plants, rotting vegetables, litter, and debris. Dead plants, produce, and trash not used for composting or other gardening functions shall be removed from the site within forty-eight (48) hours.
21. Any DAMAGE caused to the lot and/or properties affected by activities on the lot must be repaired within a reasonable timeframe.
22. WATER FEATURES are not allowed on the lot. This shall include ponds, pools, spas, fountains, and/or any standing water that pose a health and safety risk or attract mosquitoes. Sealed water systems, such as rain barrels and irrigation systems can be installed on the lot.
23. Maintain the lot so as to prevent the EROSION of soil and to prevent the accumulation of STAGNANT WATER. Drainage systems shall divert water away from the property



GROWING GREEN

and away from adjacent property lines. All drainage systems should discharge towards the public-right-of-way.

24. Regulated materials, such as CHEMICALS, FERTILIZERS, and TOXINS are not allowed to drain onto adjacent properties, into waterways, or onto public-rights-of-way. Chemicals and other flammable materials shall be disposed of in accordance with federal and state requirements. If stored on-site, such chemicals or flammable materials shall be kept in waterproof containers in a locked structure when unattended.
25. Lessee shall monitor all activities on the lot and not permit gardeners, neighbors to convene, children to play, and community events to be held on the lot BEFORE 5:00 A.M. or be on the lot AFTER 10:00 P.M.
26. The lot may not be used for POLITICAL ACTIVITIES, inherently RELIGIOUS ACTIVITIES, or LOBBYING.
27. No one under the age of EIGHTEEN (18) YEARS OF AGE shall be on the lot without adult supervision.
28. No ALCOHOL, DRUGS, or ILLEGAL SUBSTANCES are allowed on the lot.
29. Plants REGULATED or PROHIBITED by federal and state laws are not permitted to be grown on the lot. If any such plants are found, the lease will be immediately revoked.
30. Lessee is responsible for REMOVAL of ALL MATERIALS, TOOLS, and EQUIPMENT brought onto the lot if lease expires or is revoked, and to restore the lot and properties affected by the activities at the lot to their original condition, unless the Land Stewardship Project Manager permits otherwise.
31. NORA can at any time, at its sole discretion, TERMINATE any lease for cause, which shall include: 1) committing code enforcement violations or otherwise creating a nuisance or hazard; and/or 2.) Failing to comply with Growing Green provisions.
32. Lessee shall accept the lot “AS IS” and “WHERE IS”, and shall be responsible for and assume the risk of loss, theft, or damage to any produce, materials, tools, and equipment, and to be responsible for the risk of injury or hazard to anyone who enters upon the lot.
33. The “New Orleans Redevelopment Authority” name shall not be used in any context without prior written permission from the Land Stewardship Project Manager.
34. NORA makes no REPRESENTATION or WARRANTY as to the status of title or the physical or environmental condition of the lot, or its fitness for any particular use.
35. ACCESS to the lot is not granted until both the applicant and NORA have SIGNED and EXECUTED a lease agreement.
36. NORA staff will periodically inspect the lot to ensure COMPLIANCE with the Growing Green Guidelines (see inspections description below).
37. Timely payment of lease and lease renewal as applicable each year for 3 years is required. Lease payments will be considered late if received after the 15th day of the month when the lease amount is due. NORA will charge a 5% penalty per day for late payments. If a lease payment is late by 30 days, the lease will be terminated.



b. Insurance

If your application is approved you are required to obtain a complete certificate of liability insurance for at least \$1 million per incident and \$2 million in aggregate, and to name NORA as an additional insured party. Your certificate must be obtained within 10 business days of executing a lease with NORA. Insurance is anticipated to cost between \$50-\$100 annually. You may obtain insurance from a 3rd party of your choice or NORA has coordinated with Parkway Partners to offer insurance to Growing Green participants.

It is solely the lessee's responsibility to contact Parkway Partners directly, or another 3rd party insurer, to obtain proof of insurance. NORA will require documentation of insurance on the 10th day after the lease is signed and will revoke the lease if documentation is not provided.

c. Inspections

At minimum, NORA will conduct 2 inspections annually of the leased property. More frequent inspections may be warranted if NORA receives a complaint. If the property is not maintained in accordance with the lease agreement, NORA will provide written notice of 30 days to cure the specified problem. NORA may cancel the lease due to an unattended problem that lasts longer than 30 days from first notification or due to recurrence.

NORA will perform a final inspection prior to selling any property at the end of the 3 years lease terms to ensure the property is in a condition in accordance with the lease agreement.

d. Complaints (neighbors or city citations)

Any complaints via notice from the City's Department of Code Enforcement or a private citizen will be investigated typically with an inspection as the first step. Leases may be terminated if properties are not maintained or otherwise in conflict with the neighbors in the surrounding area.

Final Sale

At the end of the 3rd year lease, lessees may purchase the property. The purchase price will be based on a current appraisal, conducted at successful completion of lease year 2, less all previous timely lease payments (on or before the annual renewal date) provided to NORA. Lessee will receive no more than 3 years of lease credits towards the purchase price.

Eligibility for Purchase

- Lessees are eligible to purchase a Growing Green property once the 3rd annual lease year is complete.
- Lessees are solely responsible for being prepared to complete the purchase at the end of the 3rd lease year. NORA will typically not extend leases beyond 3 years unless there is a clear timeline of purchase completion in the near future.
- Only Lessees that maintained the property, in accordance with the lease terms will be permitted to purchase the property.



GROWING GREEN

- Only property that has been leased can be purchased. i.e., a lessee may not switch properties at the end of the 3rd year to purchase a different property unless extenuating circumstances allow and NORA approves a property switch in writing.
- NORA shall determine final eligibility for purchase at its sole discretion.

Compliance after Sale

- All buyers must maintain the property for 5 years from the date of sale in accordance with the scope outlined in the Declaration of Covenant (DOC). The DOC will be recorded at the same time the property title is conveyed to the buyer.
- If a buyer does not maintain a property in accordance with the DOC, NORA has the authority to re-take possession of the property without compensation to the buyer.