

ORDINANCE NO. 2015-6

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE
LAKE COUNTY LAND REUTILIZATION CORPORATION
TO DEVELOP A LAND REUTILIZATION PROGRAM
WITHIN THE VILLAGE, AND DECLARING AN
EMERGENCY.**

WHEREAS, the Lake County Land Reutilization Corporation (LCLRC) is a non-profit corporation organized for purpose of reclaiming, rehabilitating, and reutilizing vacant, abandoned, tax-foreclosed, or other real property in Lake County, as well as holding and managing such property, assisting governmental entities and persons to clear the title of such property, and promoting economic and housing development in Lake County; and

WHEREAS, this Council finds and determines that it is appropriate for the Village of Waite Hill to enter into an agreement with LCLRC to jointly develop a Land Reutilization Program that establishes acquisition, demolition, maintenance, rehabilitation, and disposition protocols for vacant, abandoned, tax-foreclosed, or other real property within the Village's boundaries.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF WAITE HILL, STATE OF OHIO:**

SECTION 1. That the Mayor be, and hereby is, authorized to enter into a Memorandum of Understanding with the Lake County Land Reutilization Corporation in order to develop a Land Reutilization Program that establishes acquisition, demolition, maintenance, rehabilitation, and disposition protocols for vacant, abandoned, tax-foreclosed, or other real property within the Village's boundaries. A draft copy of said Memorandum of Understanding is attached hereto as "Exhibit A" and incorporated herein by reference, provided that such agreement shall be amended as determined necessary at the direction of the Mayor by the Director of Law to protect the interests of the Village.

SECTION 2. That the actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the Village of Waite Hill.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Waite Hill, and to maintain order in the reclamation, rehabilitation,

and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the Village; wherefore, this Ordinance shall take effect immediately upon its enactment and approval by the Mayor.

PASSED: _____, 2015

Council President

Submitted to the Mayor for
his approval on this
_____ day of _____, 2015

Approved by the Mayor

ATTEST:

_____, 2015

Clerk-Treasurer

Mayor

EXHIBIT A**MEMORANDUM OF UNDERSTANDING**

THIS MASTER COOPERATIVE LAND REUTILIZATION AGREEMENT (this “Agreement”) is made and entered into and is effective as of this ____ day of _____, 2015 (the “Effective Date”), by and between the **LAKE COUNTY LAND REUTILIZATION CORPORATION** (the “LCLRC”), and the **VILLAGE OF WAITE HILL** (the “Village”), under the following circumstances:

WHEREAS:

- A. The LCLRC has been organized for the purposes of exercising the essential governmental purposes provided for under the Chapters 1724 and 5722 of the Revised Code and any ancillary purposes for which statutory authority has been given to the LCLRC under the Revised Code within Lake County, Ohio (the “County”), including, but not limited to, the following purposes: (1) facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county; (2) efficiently holding and managing vacant, abandoned or tax-foreclosed real property pending its reclamation, rehabilitation and reutilization; (3) assisting governmental entities, such as the Village, and other non-profit or for-profit persons to assemble, clear, and clear the title of vacant, abandoned, tax-foreclosed or other real property within the County in a coordinated manner; and (4) promoting economic and housing development of the county or region.
- B. Notwithstanding that the LCLRC may maintain, acquire, dispose of, rehabilitate and/or demolish properties within the Village as it deems best constrained only by the Village’s applicable building, housing and Zoning Codes, and such other federal and state laws the LCLRC, the Village and LCLRC never the less jointly desire to cooperate in the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the Village’s boundaries on the terms, conditions and provisions herein.

NOW THEREFORE, the LCLRC and the Village each agree as follows:

ARTICLE I**DEFINITIONS; INTERPRETATION**

SECTION 1.1. SHORT TITLE. This Agreement, together with any and all Supplements hereto, are hereinafter sometimes referred to as the “Agreement”.

SECTION 1.2. DEFINITIONS. In addition to the words and terms defined above, the following words and terms will have the meanings given such words and terms in this Section:

“Protocols” mean, collectively, the Acquisition, Demolition, Disposition, Maintenance and Rehabilitation Protocols, and any Protocols that are required to be established pursuant to Article II hereof.

“Statutory Protocols” means the acquisition protocols created pursuant to S.B. 353, passed by the 127th General Assembly and signed by the Ohio Governor on January 6, 2009.

“Acquisition Protocols” mean the mutually agreed-upon procedures, as set forth in Exhibit A to this Agreement, to be followed by the LCLRC and the Village in connection with the acquisition of properties by either the LCLRC or the Village.

“Rehabilitation Protocols” mean the mutually agreed-upon procedures, as set forth in Exhibit A to this Agreement, to be followed by the LCLRC and the Village in connection with the rehabilitation of properties within the Village.

“Maintenance Protocols” mean the mutually agreed-upon procedures, as set forth in Exhibit A to this Agreement, to be followed by the LCLRC and the Village in connection with the maintenance of properties within the Village.

“Demolition Protocols” mean the mutually agreed-upon procedures, as set forth in Exhibit A to this Agreement, to be followed by the LCLRC and the Village in connection with the demolition of abandoned and vacant structures within the Village.

“Disposition Protocols” mean the mutually agreed-upon procedures, as set forth in Exhibit A to this Agreement, to be followed by the LCLRC and the Village in connection with the disposition of properties within the Village.

ARTICLE I

STATUTORY PROTOCOLS

Pursuant to S.B. 353 passed by the General 127th General Assembly and signed by the Ohio Governor on January 6, 2009, certain preemptory rights apply to charter municipalities as it pertains to properties acquired by the LCLRC. These are as follows:

- 1. MUNICIPAL LAND BANK PREEMPTION.** Upon the tax foreclosure of properties by the Lake County Treasurer, municipalities having their own land banks pursuant to R.C. 5722.01 et seq., as well as the LCLRC, are eligible to receive such tax-foreclosed properties. Whether such eligibility arises by virtue of: a.) deeds in lieu of foreclosure; b.) Board of Revision tax foreclosure; or, c.) judicial foreclosure, in the event both such municipality and the LCLRC both

seek to acquire such property, the municipality shall preempt the LCLRC and have first priority to acquire such property.

2. **RIGHT OF FIRST ACQUISITION.** The parties acknowledge that the LCLRC will acquire properties other than through tax foreclosure such as direct purchases and acquisitions from lenders, lender servicers, and Government Sponsored Enterprises. Upon any such acquisition, a municipality shall have thirty (30) days from the date such acquisition is posted on the LCLRC's website to indicate its desire to acquire said parcel. In the event the Municipality provides written notice to the LCLRC within such time of its intent to so acquire the property, then it shall acquire and close on such property within 30 days of said notice, and pay for all of the LCLRC's associated holding costs, transactional costs and costs of acquisition. In such event, the LCLRC shall convey by quit claim deed the property so requested by the municipality. The Village shall be responsible for the costs of any title examination or title policies it desires, or any other studies and inspections it desires.

If the municipality does not provide notice of its intent to acquire the property within said thirty (30) days, or having given such notice fails to close on such acquisition as prescribed herein, then the municipality may acquire such property, but only on terms, conditions, costs and purchase price as the parties shall negotiate. In any such case however, the LCLRC shall not be required to sell or convey such property to the municipality as a matter of right. Any conflict between the language set forth in this Article I and the statutory language in said S.B. 353 shall be governed by the statutory language.

ARTICLE II

LAND REUTILIZATION PROGRAM

ESTABLISHMENT OF ACQUISITION, DEMOLITION, MAINTENANCE, REHABILITATION AND DISPOSITION PROTOCOLS. The LCLRC and the Village may jointly develop: (a) Acquisition Protocols for the purposes of acquisition of properties within the boundaries of the Village by either the LCLRC or the Village under this Agreement; (b) Demolition Protocols for the purpose of demolition of any abandoned vacant structures within the Village; (c) Maintenance Protocols for the purpose of maintaining properties within the Village during the period of ownership by the LCLRC or the Village; (d) Rehabilitation Protocols for the purpose of rehabilitating properties within the Village during the period of ownership by the LCLRC or the Village; and (e) Disposition Protocols for the purposes of disposing of properties within the Village, all as set forth in Exhibit A.

ARTICLE III

ALLOCATION OF COSTS OF PROTOCOLS

Each of the LCLRC and the Village shall bear the costs of any of the Protocols utilized hereunder in accordance with the provisions set forth in each such Protocols.

ARTICLE IV

OTHER PROTOCOLS REGARDING LAND

Nothing in this Agreement shall prohibit the parties hereto from establishing from time to time or at any time additional Protocols regarding properties that come into the possession of either of the parties. In connection with the establishment of such other Protocols, the Protocols shall be attached to this Agreement and shall be designated as Exhibit A-1, A-2, etc.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. TERM OF AGREEMENT. This Agreement may be terminated by either of the parties hereto upon sixty (60) days' prior written notice of the terminating party to the other party; provided, however, that such a termination shall not be of any force and effect as to any monetary obligations of either of the parties hereunder or of any third party in effect at the time of such termination pursuant to any other agreement executed in connection with, but separate from this Agreement. In the event the parties dispute any amounts owing one to another at the time of the termination, then the parties shall work in good faith to provide one another with sufficient documentation to reasonably identify and resolve any remaining obligations. Failing such resolution the parties shall submit such dispute to a neutral arbitrator as they may agree upon, or failing such selection, to the American Arbitration Association upon 30 days of any request by either party.

SECTION 5.2. AMENDMENT OF AGREEMENT. This Agreement, including the Protocols attached hereto, may be amended from time to time and at any time provided that such amendment is in writing and is executed by both of the parties hereto.

SECTION 5.3. SEVERABILITY. If any covenant, agreement, waiver or part thereof contained in this Agreement be forbidden by any pertinent law, or under any pertinent law be effective to render this Agreement invalid or unenforceable, then each such covenant, agreement, waiver or part thereof shall itself be and is hereby declared to be wholly ineffective and this Agreement shall be construed as if the same were not included herein.

SECTION 5.4. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by certified mail, postage prepaid and addressed as follows:

If to the LCLRC: John M. Rogers, Esq.
Executive Director
Lake County Land Reutilization
Corp.(LCLRC)
Administration Center, 5th Fl
105 Main St
Painesville, Ohio 44077-3414

If to the Village: Village of Waite Hill
Attention: **Hon. Robert Ranallo, Mayor**

SECTION 5.5. SUCCESSORS AND ASSIGNS; PARTIES IN INTEREST; ASSIGNMENT. The covenants, agreements, conditions, promises and undertakings in this Agreement shall extend to and be binding upon the successors and assigns of the LCLRC and the Village and all of the covenants thereof shall bind such successors and assigns, and each of them, jointly and severally. All the covenants, conditions and provisions hereof shall be held to be for the sole and exclusive benefit of the LCLRC and the Village and no third party shall be deemed the beneficiary of such covenants, conditions and provisions without the written consent thereto of each of the parties hereto.

Each of the LCLRC and the Village may assign any part or all of its rights or obligations hereunder to a third party but only with the prior written consent of the non-assigning party.

SECTION 5.6. GOVERNING LAW. This Agreement shall is governed by Ohio law.

SECTION 5.7. EFFECTIVE DATE; COUNTERPARTS. This Agreement shall take effect immediately upon delivery of an executed copy hereof to each of the parties hereto. This Agreement may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

IN WITNESS WHEREOF, each of the LCLRC and the Village has executed this Agreement as of the date first set forth above.

LAKE COUNTY LAND REUTILIZATION CORPORATION

By: _____
JOHN M. ROGERS, ESQ.

Title: **Executive Director**

VILLAGE OF WAITE HILL, OHIO

By: _____
ROBERT RANALLO

Title: **Mayor**

EXHIBIT A

TO THE MASTER COOPERATIVE LAND REUTILIZATION AGREEMENT

DATED AS OF _____, 2015,

BETWEEN

THE LAKE COUNTY LAND REUTILIZATION CORPORATION

AND

VILLAGE OF WAITE HILL

ACQUISITION OF PROPERTIES

As part of its primary mission, the Lake County Land Reutilization Corporation (“Land Bank”) will acquire properties in order to improve the quality of neighborhoods, increase existing land values, create diverse housing opportunities and return properties to the tax rolls.

BASIC CONSIDERATIONS

- A. All properties acquired must have a maintenance plan and funding in place. Initial priority will be given to properties with a designated end-user.
- B. Properties may be acquired when any of the following criteria exist:
 - 1. Eligible for tax foreclosure or appear on the Auditor’s Forfeited Land List
 - 2. Deed-in-lieu of foreclosure offered by owner and no liens are attached to the property with the exception of delinquent taxes, assessments, penalty, interest and fees
 - 3. Donation free and clear of all liens, including delinquent taxes, assessments, penalty, interest and fees
 - 4. Requested by a qualified end-user or other entity for ultimate acquisition and redevelopment of the property
 - a. Acts as a catalyst for further development, and/or
 - b. Is part of a comprehensive development plan, and/or
 - c. Supports infrastructure, public and green space development, and/or
 - d. Reduces blight in the community.

In particular, acquisitions will be prioritized where the Land Bank's participation is necessary to complete the redevelopment.

5. Located in reinvestment areas that would support strategic neighborhood stabilization and revitalization plans.
 6. Demolition will support blight elimination and neighborhood revitalization plans.
 7. Eligible to be transferred under a disposition program approved by the Land Bank Board.
- C. Available for the creation or expansion of green or community space or urban agriculture of any kind.
 - D. Title issues are preventing the property from being developed to its highest and best use.
 - E. Mortgaged-foreclosed or in receivership and located in a neighborhood that is an area of focus, or with the purpose of preventing the further decline of a neighborhood.
 - F. Available for immediate occupancy without need for substantial rehabilitation.
 - G. Part of a land assemblage development plan by either the Land Bank or partnering entities.
 - H. Fulfilling the community's plan for historic preservation.
 - I. May generate operating support for the functions of the Land Bank.
 - J. The Land Bank must be aware of any environmental conditions for Brownfield properties. If any adverse conditions are determined, a remediation plan must be in place before acquisition.
 - K. Any exception to the policies governing acquisition shall be taken to the LCLRC Board for final approval.

REHABILITATION POLICY

The Lake County Land Reutilization Corporation (LCLRC) may acquire improved properties at the request of a potential end user and/or may elect to acquire an improved property with the intention of rehabilitating the property for future sale.

The LCLRC will work with community groups, qualified contractors, individuals and others seeking to purchase and rehabilitate a home in order to return a property to private ownership as soon as possible.

The LCLRC's resources are best used to identify an end-user who will take title to the property and return it to productive use. An important part of this process is ensuring that properties in need of rehabilitation are brought up to code, at minimum, or to quality housing standards as established by the LCLRC. With this in mind, the LCLRC will attempt to achieve an appropriate balance between necessary maintenance and the efficient use of its resources.

PROCEDURES

1. PROPERTY EVALUATION

- A. The LCLRC will utilize a building inspector, certified contractor and/or LCLRC staff to evaluate the condition of the structure, identify required repairs and estimate the cost of the repairs.
- B. Minimum rehab requirements will be based on local building codes and repairs necessary to obtain a certificate of occupancy.
- C. The LCLRC may establish specific quality housing standards that exceed minimum building code requirements.

2. PROPERTY SHOWING

- A. The LCLRC will maintain a list of homes available for rehab. The list will include basic property information, such as parcel number, address, neighborhood, square feet and availability. Such list may be displayed in a manner determined by the LCLRC (i.e. website, hard copy maintained in LCLRC office, etc.).
- B. Interested rehabbers and/or purchasers may submit an offer for the property along with their qualifications and rehab specifications. Rehab specifications will be reviewed for compliance with local building standards and/or the LCLRC's quality housing standards.

3. VETTING REHABBERS

- A. The LCLRC will vet all rehabbers prior to entering into any contract or purchase agreement for a property.

- B. The rehabber's company and its principal officer or officers will be vetted for chronic tax delinquency, chronic housing court problems, violent crime and chronic lawsuits involving rehabilitation and subcontractor disputes. This information is readily available on public data sites.
- C. The LCLRC will review verified, previous successful rehabs and, ideally, references from quality CDCs or Village officials.
- D. The LCLRC will consider the financial capacity of the rehabber in completing the required work.
- E. Results of the vetting process will determine whether a property will be sold directly to the rehabber, rehabbed and sold to another purchaser, sold through a deed-in-escrow program, or the offer rejected and the property made available to other rehabbers.
- F. The vetting process should be thorough enough to ensure that the LCLRC will not be viewed as "flipping" the property.
- G. In cases where the rehabber has a well-known reputation and proven success in rehabbing properties, the improved property may be transferred directly to the rehabber. When a rehabber has no negative history, but also no verifiable history, the LCLRC will take steps to ensure that all rehab work is completed to an acceptable standard, normally a certificate of occupancy.

4. DEED-IN-ESCROW

- A. When working with unproven contractors, community groups or individuals, the LCLRC must ensure that the distressed property is brought up to at least minimum standards.
- B. The "deed-in-escrow" agreement simply involves the execution of a purchase agreement, but the deed is held in escrow until the rehabber secures a Certificate of Occupancy upon completion of the work. At that time, the rehabber pays the purchase price for the property. There are several obvious benefits to the deed-in-escrow agreement.
 - a. The LCLRC literally holds title to the property until the work is completed. If the rehabber fails to perform mid-stream, the rehabber forfeits all improvements and expenses made on behalf of the property;

- b. This process is based on a predictable and objective standard, i.e., Certificate of Occupancy;
 - c. The property remains in a tax-free state while the rehab is being completed;
 - d. The rehabber is not required to pay the purchase price until the work is completed thereby not tying up his/her money.
- C. Entry into a deed-in-lieu contract gives the buyer “equitable title” to the property (and thereby an insurable interest). If the rehabber’s insurance agency or lender insists on the rehabber having actual title, then a “reverse deed-in-escrow” provides yet another alternative. In this situation, the deed is transferred to the rehabber for the purpose of procuring insurance and/or financing. Simultaneously, the rehabber contingently tenders a deed directly back to the LCLRC. If the rehabber fails to perform as promised, the LCLRC is free to file the deed back into its name.

MAINTENANCE POLICY

As a general policy, the Lake County Land Reutilization Corporation (Land Bank) will work with qualified end-users, community-minded neighbors, and others to return a property to productive, private ownership as soon as possible. However, the Land Bank may acquire parcels that will require regular maintenance for extended periods of time while end-users are solicited.

The Land Bank’s resources are best used to identify an end-user who will take title to the property and return it to productive use. With this in mind, the Land Bank will attempt to achieve an appropriate balance between necessary maintenance and the efficient use of its resources.

MAINTENANCE PROCEDURES

A. Maintenance Property

1. When the land bank acquires an improved property that will be held and/or rehabilitated or when the Land Bank acquires a vacant lot without a designated end-user, the parcel shall be considered a Maintenance Property.

B. Maintenance Generally

1. The Land Bank will seek qualified vendors for all maintenance necessary on the property for the duration of the Land Bank’s ownership.
2. To use resources most efficiently, the Land Bank will prioritize

maintenance partnerships with public-sector vendors or not-for-profit organizations whenever possible.

3. When necessary, the Land Bank may solicit bids from private vendors in order to meet its maintenance needs. A request for proposals of this nature may include a block of properties or properties on an individual basis.

MAINTENANCE STANDARDS

A. For all newly acquired improved properties the Land Bank will require the vendor to:

1. Remove all trash and debris
2. Change locks
3. Board up or otherwise secure the property
4. Terminate all utilities
5. Winterize (when necessary)

B. For all newly acquired vacant lots the Land Bank will require the vendor to:

1. Remove all trash and debris
2. Mow grass and/or weeds

C. Ongoing maintenance will include:

1. Removing debris from porch, steps, yard and driveway
2. Re-securing the property if necessary
3. Mowing of lawn on a monthly basis

D. When maintenance is provided by the municipality, maintenance schedule will be coordinated with the municipality's existing maintenance schedule.

DISPOSITION OF PROPERTIES

As part of its primary mission, the Lake County Land Reutilization Corporation (“Land Bank”) will dispose of properties in a manner which will improve the quality of neighborhoods, increase land values, create diverse housing opportunities and return properties to the tax rolls.

A. ELIGIBLE END-USERS

In order to facilitate its redevelopment mission and return property to long-term productive use, the Lake County Land Bank will require all prospective end-users to qualify for transfers based on criteria approved by the Lake County Land Bank Board.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Land Bank shall be ineligible to be the transferee of such property from the Land Bank.
2. The transferee must not own any real property within Lake County that:
 - a. Has any un-remediated citation or violation of Ohio statute or local ordinances,
 - b. Is tax delinquent,
 - c. Was transferred to a local government as a result of tax foreclosure proceedings within the past 5 years.
3. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).

Additional criteria for the qualification of an end-user of/for commercial properties shall include but not be limited to:

1. Identified funding sources and financial wherewithal,
2. Planned improvements,
3. Pre-lease agreements with potential tenants,
4. Previous experience in community redevelopment,
5. Development team qualifications,
6. Developer’s equity in the project,
7. Timeline for completion,
8. Evidence of community support, and
9. Any other information the Land Bank may require. Qualifying criteria

may vary depending on the nature of the end-user.

B. DISPOSITION OF VACANT PROPERTIES

Unimproved property that the Land Bank owns or is acquiring is eligible to be purchased through the Vacant Lot Disposition Program, under the conditions listed below. The transfer of any given parcel of property in the Vacant Lot Disposition Program is subject to override by higher priorities as established by the Land Bank. Individuals interested in purchasing a vacant lot contiguous to their property may apply through the Side Lot Disposition Program.

1. **QUALIFIED PROPERTIES** – parcels of property eligible for inclusion in the Vacant Lot Disposition Program shall meet the following *minimum* criteria:
 - a. The property shall be a vacant unimproved real property.
 - b. The property shall be owned or being acquired by the Land Bank, either as an unimproved lot or with the intention of demolishing any structures that currently exist on the land.
 - c. Intended use for lot must be disclosed by the intended recipient. Use must comply with any applicable zoning and must be included in approved uses as specified by the Village.
 - d. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.
2. **PRICING** – properties sold as a vacant lot shall be priced per the pricing guidelines approved by the Land Bank Board. Title examination and insurance, if desired, and recording fees are the responsibility of the transferee and are not included in the sale price.
3. **TRANSFER PROCEDURE**
 - a. The Land Bank will accept applications from property owners who wish to acquire a vacant lot.
 - b. The Land Bank will attempt to facilitate a transfer of the vacant parcel to an end-user based on the following priorities:
 - i. Local governments
 - ii. Local non-profit agencies
 - iii. Local for-profit agencies

- iv. Individuals who are a resident of Lake County
- v. Other

- c. Having identified a vacant lot end user or users, the individual(s) so designated by the Board will be authorized to facilitate a transfer of the property without further Board approval.
- d. The Land Bank will prepare and provide a quit claim deed for the property and otherwise facilitate closing.

C. SIDE LOT DISPOSITION PROGRAM

1. **QUALIFIED PROPERTIES** – parcels of property eligible for inclusion in the Side Lot Disposition Program shall meet the following *minimum* criteria:
 - a. The property shall be a vacant unimproved real property.
 - b. The property shall be owned or being acquired by the Land Bank, either as an unimproved lot or with the intention of demolishing any structures that currently exist on the land.
 - c. The property shall be physically contiguous to adjacent property with not less than a 50% common boundary line on one side.
 - d. Initial priority shall be given to the disposition of properties of insufficient size to permit independent development.
 - e. No more than one lot may be transferred per contiguous lot, except with the authorization of the Land Bank Board.
 - f. Intended use for lot must be disclosed by the intended recipient. Use must comply with any applicable zoning and must be included in approved uses as specified by the Village. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.
 - g. The side lot must be added to the adjacent property by way of a new legal description so that the side lot is incorporated into the adjacent lot and the side lot is no longer a separate parcel that is able to be used as a separate lot for building or zoning purposes.
2. **PRICING** – properties sold as a side lot to an adjacent owner shall be priced at \$100.00. Title examination and insurance, if desired, and recording fees are the responsibility of the transferee and are not included in the sale price.

3. TRANSFER PROCEDURE

- a. The Land Bank will accept applications for Side Lots from contiguous property owners who wish to acquire an adjoining property.
- b. The Land Bank will attempt to facilitate a transfer of the parcel to a single side-lot owner whenever possible.
- c. In the event that multiple adjacent property owners desire to acquire the same side lot, the property will be divided and transferred among the interested contiguous property owners. To facilitate such a transaction, the adjacent owners may be required to pay the costs of a required survey of the land in order to split the parcel, in addition to the standard consideration.
 - i. If both parties do not agree to this resolution, the property will be sold based on the highest offer.
 - ii. In the event of two or more interested purchasers, a contiguous property owner who needs the parcel for a driveway or any other local code compliance issue will receive priority.
- d. Having identified a side-lot end user or users, the individual(s) so designated by the Board will be authorized to facilitate a transfer of the property without further Board approval.
- e. The Land Bank will prepare and provide a quit claim deed for the property and otherwise facilitate closing.

D. DISPOSITION OF IMPROVED PROPERTIES

Improved property that the Land Bank owns or is acquiring is eligible to be purchased through the Improved Property Disposition Program, under the conditions listed below. The transfer of any given parcel of property in the Improved Property Disposition Program is subject to override by higher priorities as established by the Land Bank.

1. **QUALIFIED PROPERTIES** – parcels of property eligible for inclusion in the Improved Property Disposition Program shall meet the following *minimum* criteria:
 - a. The property includes a residential or commercial structure

- b. The property has been inspected by the Land Bank to determine if the structure(s) has the potential for rehabilitation.
 - c. The property shall be owned or being acquired by the Land Bank.
 - d. Intended use for the property must be disclosed by the intended recipient. Use must comply with any applicable zoning and must be included in approved uses as specified by the Village.
 - e. The transfer may include a deed restriction requiring the use of the property to be consistent with the stated use.
2. **PRICING** - Properties sold as improved properties will be priced in accordance with the approved guidelines. Title examination, title insurance and recording fees are not included in the sale price. Any variation from pricing guidelines must have Board approval.

3. **TRANSFER PROCEDURE**

- a. The Land Bank will accept applications for improved properties from individuals, companies, governments, non-profit agencies or others who wish to acquire one or more improved properties.
- b. The Land Bank will attempt to facilitate transfer of an improved parcel to an end-user based on the following end-use priorities
 - i. Home ownership
 - ii. Historic preservation
 - iii. Mixed income development
 - iv. Rental
 - v. Institutional/public use
 - vi. Commercial
- c. Improved properties may be transferred under one of the following scenarios:
 - i. An improved property that is available for immediate occupancy may be transferred directly to a qualified end-user
 - ii. Property in need of repair prior to occupancy may
 - a. Be transferred directly to an approved rehabber. Criteria for approval of rehabbers will be established by the Board.
 - b. Be transferred to a rehabber agreeing to make required

- repairs prior to receiving deed for the property (deed-in-escrow)
- c. Be transferred to an individual who will make necessary repairs and reside in the property for a specified period of time. Deed will be held in escrow until certificate of occupancy is obtained.
 - d. Having identified an end user or users, the individual(s) so designated by the Board will be authorized to facilitate a transfer of the property without further Board approval.
 - e. The Land Bank will prepare and provide a quit claim deed for the property and otherwise facilitate closing.

DEMOLITION POLICY

One of the Lake County Land Reutilization Corporation's (Land Bank's) primary responsibilities is blight elimination. Demolition of vacant and abandoned structures is a key element in eliminating blight. Demolition may occur in conjunction with a transfer to a qualified end-user. Demolition may also occur while the Land Bank works to identify a side lot end-user or users who will take title to the future unimproved land, or in coordination with land assembly for future use. Demolition may also occur when the Land Bank acts as an agent of the Village when funds are available for demolition of property.

GENERAL DEMOLITION PROCEDURES

A. Property Inspection

1. Prior to acquisition, the Land Bank will engage a property inspector or internal staff who will evaluate the current condition of any structures on the property.
2. Upon return of the inspection report, the Land Bank will coordinate its triage resources to make a final decision regarding demolition of the property.

B. Asbestos Survey

1. Land Bank will order an asbestos survey from a qualified asbestos consultant.

2. If survey results indicate abatement is necessary, Land Bank will contract with an asbestos contractor to comply with current EPA requirements.

C. Selection of Demolition Contractor and Award of Contract

1. Land Bank will compile a list of qualified demolition contractors.
2. Land Bank or its agent will prepare detailed bid specs for demolition and solicit bids from pre-qualified contractors. Properties may be bundled for bid purposes.
3. Contract will be awarded to contractor providing lowest and best bid. Formal Competitive Bidding is not necessary for a demolition or demolitions that cost less than \$25,000.00. For such demolitions under \$25,000.00 the Land Bank will solicit quotes from at least three (3) qualified demolition contractors who are on the Land Bank list.
4. Executed contract will include all necessary permitting, environmental compliance, total removal of the structure, including but not limited to foundation or substructure, driveway, walkways and septic tanks, proper disposal of debris, grading of lot and planting of grass.
5. Other contract requirements may be included as necessary.
6. Deconstruction of the structure may be permitted to recover important historic materials or architectural details. A nonprofit or community group with experience in deconstruction may contact the Land Bank regarding a specific property scheduled for demolition. Where health and safety concerns or timely coordination of the demolition make deconstruction impractical, a request may be denied.

D. Post-demolition

1. Property will be inspected to ensure that contractor has fulfilled all contract requirements prior to release of final payment.
2. If the Land Bank continues to hold title to the property, a maintenance plan will be established in compliance with the Land Bank's Maintenance Policy.