

**HURON COUNTY LAND REUTILIZATION CORPORATION
POLICIES & PROCEDURES**

Table of Contents

Article I. Mission.....	3
Section 1.1 Mission Statement.....	3
Article II. Authority.....	3
Section 2.1 Delegated Authority.....	3
Section 2.2 Terminology.....	3
Article III. Acquisition of Properties.....	3
Section 3.1 General Considerations.....	3
Section 3.2 Pre-Acquisition Considerations.....	4
Section 3.3 Post-Acquisition Considerations.....	4
Section 3.4 Acquisition from the Forfeited Lands List.....	4
Section 3.5 Acquisition through Donation or Deed-in-Lieu of Foreclosure.....	4
Section 3.6 Acquisition through Purchase.....	5
Section 3.7 Acquisition of Occupied Properties.....	5
Article IV. Disposition of Properties.....	6
Section 4.1 General Considerations and Prohibitions.....	6
Section 4.2 Financial Considerations.....	7
Section 4.3 Residential Structure Transfer Program.....	7
Section 4.4 Side Lot Disposition Program.....	8
Section 4.5 Vacant Land Disposition Program.....	9
Article V. Commercial Property.....	9
Section 5.1 Definitions.....	10
Section 5.2 Disposition Considerations.....	10
Section 5.3 Commercial Purchase Agreements.....	10
Section 5.4 Environmental Considerations.....	10
Article VI. Blight Elimination.....	10
Section 6.1 Demolition Decision-making.....	10

Section 6.2 Demolition Partners.....	11
Section 6.3 Quality of the Demolition	11
Section 6.4 Salvage and Deconstruction.....	11
Section 6.5 Demolition of Historic Properties	12
Section 6.6 Commercial Property Demolition.....	12
Article VII. Contractors	12
Section 7.1 General Considerations.....	12
Article VIII. Maintenance	13
Section 8.1 Maintenance Generally	13
Section 8.2 Maintenance Standards	13
Section 8.3 Adopt-a-Lot Program.....	14
Section 8.4 Special Tax Assessments	14
Article IX. Insurance.....	14
Section 9.1 Insurance Requirements	14
Article X. Land Assembly	14
Section 10.1 General Considerations.....	14
Section 10.2 Requirements for Land Assembly.....	14
Article XI. Appeals	15
Section 11.1 Appeals to the President.....	15
Section 11.2 Appeals to the Board of Directors	15

**HURON COUNTY LAND REUTILIZATION CORPORATION
POLICIES & PROCEDURES**

ARTICLE I

MISSION

Section 1.1 – Mission Statement

The Huron County Land Reutilization Corporation (“HCLRC”) mission is the preservation, restoration, or disposal of abandoned or foreclosed properties. To strategically acquire properties, return them to productive use, reduce blight, increase property values, support community goals, and improve the quality of life for Huron County residents.

ARTICLE II

AUTHORITY

Section 2.1 – Delegated Authority

- A. Unless otherwise provided in these Policies & Procedures, the Board of Directors of the HCLRC assumes the authority, by a majority vote of its membership:
 - i. To acquire and dispose of property on behalf of the HCLRC;
 - ii. To contract with third parties on behalf of the HCLRC;
 - iii. To determine the selling price of a property owned by the HCLRC;
 - iv. To determine the potential for renovation of a structure; and
 - v. To expend HCLRC funds consistent with its approved annual budget.
- B. The authority provided in this Article may only be exercised consistent with these Policies & Procedures. The action of a HCLRC staff member inconsistent with these Policies & Procedures will have no effect unless ratified by the Board of Directors after a complete presentation by the HCLRC staff.

Section 2.2 – Terminology

- A. Unless otherwise specified, references to “the HCLRC” in these Policies & Procedures mean the Corporation or the HCLRC President or the President’s designee, as context requires.

ARTICLE III

ACQUISITION OF PROPERTIES

Section 3.1 – General Considerations

- A. The HCLRC may acquire vacant, abandoned, and tax-delinquent property to further its mission. In determining whether to acquire a property, the HCLRC will target those properties that meet one or more of the following criteria:
 - i. The redevelopment of the property will support strategic development efforts, is likely to act as a catalyst for further development, or is part of a comprehensive development plan;
 - ii. Acquisition will support public infrastructure and green space development;
 - iii. Acquisition will help stabilize or improve neighborhood conditions by reducing blight;

- iv. Acquisition will help create or preserve homeownership opportunities;
- v. There is an existing market for the property, but title issues prevent the property from being developed to its highest and best use;
- vi. Acquisition of the property will help fulfill an existing plan for historic preservation;
- vii. Acquisition of the property will further the HCLRC's mission and the HCLRC has the resources to maintain and market the property.

Section 3.2 – Pre-Acquisition Considerations

- A. The HCLRC will assess the condition, marketability, potential holding and maintenance costs, and possible end users of every property prior to acquisition. When possible, the HCLRC will conduct a complete condition assessment of all structures prior to acquisition.
- B. Prior to acquisition, the HCLRC will ensure that it has available funds to hold and maintain the property for an extended ownership period.
- C. The HCLRC may only acquire property that has a clear and marketable title, except for delinquent property taxes which may be abated under the Ohio Revised Code.
- D. If a property is in a local historic district, the HCLRC will endeavor to communicate with the appropriate historic commission to determine potential disposition options prior to acquisition.
- E. Prospective end users, community stakeholders, or other interested parties may submit a Request for Property Investigation to the HCLRC. The HCLRC will assess properties brought to its attention under a Request for Investigation for potential acquisition.

Section 3.3 – Post-Acquisition Considerations

- A. Upon acquiring any property with a structure, the Land Bank will conduct a complete condition assessment (if not already conducted), secure the property, add the property to its maintenance schedule, and prepare a marketability assessment for the property.
- B. As soon as practical, the Land Bank will move forward with property disposition, demolition, or marketing following acquisition.
- C. Upon acquiring a property, the Land Bank will make its ownership known to the public. If the Land Bank has been in contact with a prospective end user, neighbor, community-based organization, or other interested party prior to acquisition, it will communicate its ownership of the property to the interested party or parties.

Section 3.4 – Acquisition from the Forfeited Lands List

- A. The Land Bank may acquire a property on the Auditor's forfeited lands list when the property is an acquisition priority.
- B. When the Land Bank wishes to acquire a property on the forfeited lands list, it will provide notice of its intent to acquire the property to the Huron County Auditor and will instruct the County Auditor's office to remove all existing delinquent taxes, assessments, charges, penalties, and interest, and exempt the property from future taxes and assessments for the entire period the Land Bank owns the property.
- C. The Land Bank will conduct a full condition assessment of a property with a structure on the forfeited lands list prior to acquisition.
- D. The Land Bank may assess, secure, and market a property on the forfeited lands list prior to taking title to the property.

Section 3.5 – Acquisition through Donation or Deed-in-Lieu of Foreclosure

- A. Private Donation
 - i. The Land Bank may only acquire a property by private donation if clean, marketable

- title has been verified. The Land Bank will require prospective donors to provide at the donor's expense a competent title examination prior to acquisition and may request an owner's commitment of title at the donor's expense as a condition of donation.
- ii. The Land Bank will conduct a complete condition assessment of any property with a structure before acquiring the property through private donation.
 - iii. If requested by the donor, the Land Bank, as an eligible charitable organization, will acknowledge the donation. The donor will be solely responsible for reporting and determining the value of any property donated.
 - iv. Unless the property is abandoned land and eligible for deed-in-lieu of foreclosure, the Land Bank will require prospective donors to pay all delinquent taxes, assessments, charges, penalties, and interest prior to private donation.
- B. Deed-in-Lieu of Foreclosure
- i. If a property has been certified as tax delinquent and abandoned land but is otherwise free from liens, encumbrances, and restrictions affecting title, the Land Bank may take title through deed-in-lieu of foreclosure under ORC 5722.
 - ii. The Land Bank will offer acquisition by deed-in-lieu of foreclosure to the owner(s) of such property if:
 - 1. The owner(s) contact the Land Bank prior to judgment of foreclosure requesting a deed-in-lieu of foreclosure and the property is eligible under these Policies & Procedures;
 - 2. The owner(s) meet in-person with the Land Bank no later than ten (10) days after making the request to sign a purchase agreement and deed transferring all right, title, and interest to the Land Bank;
 - 3. The owner(s) at the time of the meeting with the Land Bank have made and demonstrated, or will make and demonstrate immediately following the meeting, full payment of all court costs due; and
 - 4. The Huron County Treasurer's and Prosecutor's offices consent to deed-in-lieu of foreclosure (as applicable) following notification and any court with jurisdiction over the matter authorizes transfer or dismissal.
 - iii. Notwithstanding the foregoing, the Land Bank and Treasurer's office may elect to proceed with filing a tax foreclosure action against any delinquent property rather than accept a deed-in-lieu of foreclosure.
 - iv. When accepting a deed-in-lieu of foreclosure, the Land Bank will provide written certification to the Huron County Auditor that the property is "abandoned land" as defined in ORC 323.65.

Section 3.6 – Acquisition through Purchase

- A. The Land Bank may acquire a property through purchase if no other means of acquisition is available and acquiring the property is a priority.

Section 3.7 – Acquisition of Occupied Properties

- A. While an occupied property presents unique community and neighborhood considerations, the Land Bank may be uniquely positioned to ensure a positive long-term resolution to the current situation.
- B. If the property is occupied by any owner of the property, the Land Bank may acquire the property but may only transfer the property in accordance with Article IV. No less than 30 days prior to acquiring title, the Land Bank must take reasonable steps to notify the occupant of its intent to take ownership of the property and provide informational resources that will allow the occupant to responsibly transition to new housing. If the occupant

requests it, the Land Bank may grant up to 60 additional days following acquisition of the property in order to permit the occupant to find new housing.

- C. If the property is occupied by a bona fide tenant of the owner of the property, the Land Bank may acquire the property, and may agree to transfer the property to the tenant without further marketing if:
 - i. The tenant permits a complete inspection of the property and the inspection determines that the property is fit for occupancy, even if renovation is required;
 - ii. The tenant participates in housing counseling at the Land Bank's expense and the Land Bank is satisfied by that counseling that the tenant will be a sustainable homeowner; and
 - iii. The tenant submits a complete purchase offer for the fair market value of the property and documents proposed renovations and sufficient available resources to complete such work in accordance with Article IV.
- If a property is occupied by any bona fide or alleged tenant of the owner of the property and that tenant is unable or unwilling to satisfy the Land Bank's conditions for transfer as set forth above, the Land Bank will offer the same periods of time to responsibly transition to new housing as if the tenant were the owner of the property. The time periods provided in this section will not apply if any local authority has condemned the property or the property is unfit for occupancy in its current state.

ARTICLE IV

DISPOSITION OF PROPERTIES

Section 4.1 – General Considerations and Prohibitions

- A. An individual or business entity that was the owner of property at the time of the tax foreclosure action which transferred title to the Land Bank may not subsequently qualify as an end user for that property. For this section, ineligible parties include shareholders, partners, members, and officers of the business entity owner, immediate family members of the individual owner whose primary intent as an end user is to evade the letter and spirit of these prohibitions and owners who took title *lis pendens*.
- B. A prospective end user who does not personally reside or whose principal place of business is not within 50 miles of the local area give or take a few miles as context requires, will be ineligible to purchase property for non-owner occupant purposes unless:
 - i. The end user has owned other similar properties in Huron County for approximately one (1) year;
 - ii. Such properties are occupied by bona fide tenants and nuisance-free as demonstrated by publicly available code compliance information and an exterior inspection conducted by the Land Bank;
 - iii. The end user has identified and documented a local property manager with a demonstrated track record for such properties; and
 - iv. The end user has identified and documented a detailed renovation scope and will follow local or state law for completion of work.
- C. The Land Bank will prioritize its disposition resources, including any dollars allocated for demolition, maintenance, and renovation, based on the following general criteria:
 - i. Where the targeted elimination of blight will make an impact on the overall stability of the neighborhood;
 - ii. Where unrestricted dollars can bridge funding gaps to stabilize neighborhoods and preserve property values;

- iii. Where an investment will support mixed-income development; and
 - iv. Where an investment will leverage funds from existing federal, state, or local housing programs.
- D. Transactions will be structured in a manner that permits the Land Bank to enforce conditions upon title pertaining to development and use of the property for a specified period, consistent with these Polices & Procedures.
 - E. The proposed end user must follow local development plans.
 - F. The proposed end user must follow current zoning and special use requirements, or a rezoning or variance must be obtained as a condition of the transfer.
 - G. Options to purchase Land Bank property may be available under terms negotiated by the prospective end user and the Land Bank. Any option fee will be credited to the purchase price at closing. If closing does not occur, the fee is forfeited.
 - H. The Land Bank reserves the right to convey or not to convey real property, or to convey real property in the way that constitutes the best long-term end use for the property and for the neighborhood. Considerations under this section include preserving access to adjacent property and preserving or promoting good planning practices.
 - I. If the rules of an external funding source or federal, state, or local laws and regulations require disposition outcome that is contrary to these Policies & Procedures of a particular property, the Land Bank will comply with those rules, laws, or regulations

Section 4.2 – Financial Considerations

- A. In every transfer of real property, the Land Bank will require good and valuable consideration in an amount determined by the Land Bank in its sole discretion and consistent with these Policies & Procedures.
- B. Consideration will be in cash. The Land Bank may accept deferred financing, performance of contractual obligations including timeline and the commitment as to property usage, or other obligations and responsibilities as defined in the purchase agreement at its sole discretion.
- C. The Land Bank may not accept cash consideration through installment payments.

Section 4.3 – Residential Structure Transfer Program

- A. The Land Bank will determine the initial listing price for a property. The final purchase price for any property will be negotiated between the Land Bank and the end user.
- B. Prospective end users will be required to complete an Application to Acquire in the form posted on the Land Bank's website as amended from time to time.
- C. Besides the general considerations under this Article, the Land Bank may require the following additional information from potential end users that desire to renovate any residential structures:
 - i. Proof of funding immediately available to acquire and complete the renovation work for each structure to be acquired and renovated;
- D. Acceptable proof of funding includes cash-on-hand, available credit, and other liquid assets. Financial assistance offered by a friend or relative may not be accepted unless the individual or entity offering assistance is also an applicant.
- E. Priority for selecting between qualified purchasers will be determined as follows:
 - i. Owner occupants verified by the Land Bank; then
 - ii. Owners renting to immediate family members verified by the Land Bank; then
 - iii. Rental, land contract, or resale opportunities.

- F. To determine a final purchaser among qualified end users with equal priority under the Policies & Procedures, the Land Bank will accept the highest and best purchase offer for the property.
- G. Disposition Procedure
 - i. The Land Bank and purchaser will negotiate a purchase price and enter into a purchase agreement for the property.
 - ii. The purchaser must complete the renovation work on the property and pass a proposed renovation compliance inspection within a negotiated renovation time period.
 - 1. Deed-in-Escrow: The Land Bank will retain title to the property at closing, and the deed transferring title to the purchaser will be held in escrow either in-office or with the closing agent. Title will transfer following completion of the renovation work and passage of the Land Bank's proposed renovation compliance inspection. When the renovation work is complete and the purchaser has passed the Land Bank's proposed renovation compliance inspection, the Land Bank, or the closing agent at the Land Bank's instruction, will transfer title in the property to the purchaser.
 - iii. If the Purchaser fails to renovate the subject property during the agreed upon renovation period, or otherwise fails to comply with the terms of the Purchase Agreement, a "Default" will occur, and the Enforcement Note will become due and payable. The purchaser can convey the property back to the Land Bank in lieu of payment of the indebtedness and foreclosure. The Land Bank will have the right to foreclose on the Enforcement Mortgage as necessary to retake title and possession to the property.
- H. Marketing Residential Properties
 - i. The Land Bank will list all properties that may be acquired and renovated under its residential structure transfer program on its website.
 - ii. Renovation properties available to owner occupant end users (including bona fide renovation for resale to an owner occupant and family renovation end users at the Land Bank's discretion) for at least 20 days following listing. The owner occupant exclusively period may be extended or shortened by the Land Bank on a case-by-case basis.

Section 4.4 Side Lot Disposition Program

- A. Parcels of property transferred under the Side Lot Disposition Program must meet the following criteria:
 - i. The proposed side lot is vacant unimproved real property;
 - ii. The proposed side lot is ineligible for new development based on local rules or the Land Bank's own determination;
 - iii. The proposed side lot is physically contiguous to an adjacent end user, with not less than a 50% common boundary line on one side;
 - iv. The intended use for the proposed side lot is disclosed;
 - v. The proposed side lot will be combined to the adjacent property, unless special circumstances render combination at the time of transfer impracticable or infeasible;
 - vi. The end user holds title to the contiguous property;
 - vii. The contiguous property is occupied;
 - viii. The end user meets all other general disposition considerations under this Article.

- B. Side Lot Pricing
 - i. The Land Bank will offer up to two contiguous parcels to qualified side lot end users. Contiguous parcels are parcels contiguous to the end user's adjacent property or contiguous to another eligible side lot.
 - ii. The selling price for side lot properties will be determined by the land bank on a case-by-case basis.
- C. Side Lot Transfer Procedure
 - i. Prospective side lot end users must submit an Application to Acquire to the Land Bank. The Land Bank may accept applications until it enters into a purchase agreement with one or more qualified end users.
 - ii. The Land Bank will notify every eligible adjacent end user regarding an available side lot prior to entering into a purchase agreement that disposes of the entire parcel. Prospective end users will have 30 days from the Land Bank's notice to apply for a side lot. Adjacent owners who are ineligible to purchase a side lot during review will not be notified of a side lot opportunity.
 - iii. The Land Bank may enter into a purchase agreement with a qualified side lot end user prior to acquisition. If the Land Bank does not hold title when the purchase agreement is executed, the agreement will be conditional upon the Land Bank ultimately acquiring title to the property.
 - iv. At the time of closing, the end user will authorize the Land Bank to transfer title in the property into the end user's name upon the Land Bank's acquisition of title. The side lot purchase price will be paid at the time of closing or upon the Land Bank taking title, at the Land Bank's discretion.
 - v. If two or more qualified side lot end users have applied under the Side Lot Program, the Land Bank may-split the property among the end users in as equitable a manner as possible. The Land Bank may require the side lot end users to pay for all or some of the cost of splitting the property. Split costs may be in addition to the side lot purchase price.
 - vi. If an end user will not agree to the proposed split, the Land Bank may-convey the property in the way that it deems best for the property and for the surrounding neighborhood.

Section 4.5 Vacant Land Disposition Program

- A. The Land Bank may sell, lease, or license vacant land to non-adjacent qualified end users at its discretion.
- B. If vacant land is eligible to be developed for new residential, commercial, or industrial use, the Land Bank may offer the vacant land for sale for immediate development at a purchase price determined by the Land Bank. The Land Bank may offer such vacant land for immediate development purposes even if there are eligible adjacent property owners who have expressed an interest in acquiring the land as a side lot after notice to those interested property owners.
- C. .

ARTICLE V

COMMERCIAL PROPERTY

Section 5.1 Definitions

- A. "Commercial property" means any non-residential property, including commercial, industrial, and mixed-use properties and residential properties with five (5) or more units.
- B. "Major commercial property" means any commercial property with a gross building area of

10,000 square foot or more or occupying land one (1) acre or more.

- C. "Development plan" means a comprehensive plan for development or redevelopment of commercial property submitted by a qualified end user for approval by the Land Bank.
- D. "Qualified end user" means an end user who meets the Land Bank's general disposition requirements and can demonstrate the capacity to successfully redevelop vacant commercial property consistent with the proposed development agreement.

Section 5.2 Disposition Considerations

- A. The Land Bank will prioritize commercial property end users with development plans that will accomplish some or all of the following goals:
 - i. Preserve or increase property values;
 - ii. Increase the marketability of residential properties;
 - iii. Create new businesses or employment opportunities;
 - iv. Preserve historic structures;
 - v. Create new housing opportunities;
 - vi. Increase walkability or access to public transit; and
 - vii. Assist in the remediation of a brownfield site.
- B. For major commercial properties, the Land Bank will consult with residents, neighborhood-based organizations, political subdivisions, institutional end users, and other community stakeholders prior to seeking Board approval of a development plan submitted by a qualified end user.
- C. The Land Bank will avoid acquiring or disposing of a commercial property in a manner that may negatively affect the stability of any adjacent neighborhoods or the community, notwithstanding any offers or development plans received.

Section 5.3 Commercial Purchase Agreements

- A. The Land Bank and the end user will negotiate the terms of the Purchase Agreement on a property-by-property basis. Terms will include purchase price, development plan, end use plan, and project timeline.

Section 5.4 Environmental Considerations

- A. The Land Bank will not take title to or have any work performed on a commercial property that has or is likely to have environmental contamination without:
 - i. Obtaining a Phase I environmental assessment;
 - ii. Prior approval of the Board of Directors; and
 - iii. Prior or funded environmental remediation rendering the site clean and free from contamination.
- B. Notwithstanding section 5.5(B), the Land Bank may acquire a commercial property with known or likely environmental contamination as a pass-through entity if:
 - i. The qualified end user agrees to fully indemnify the Land Bank for all liability stemming from environmental contamination on the commercial property; and
 - ii. The qualified end user agrees to remediate existing environmental contamination to acceptable standards as a condition of the development agreement.

ARTICLE VI

BLIGHT ELIMINATION

Section 6.1 Demolition Decision Making

- A. Upon acquiring a property that may be demolished, the Land Bank will conduct a complete condition assessment on the property and reasonably estimate the cost of returning the

structure to safe, habitable, and code compliant condition.

- B. The Land Bank will review the property's complete condition assessment, estimate renovation costs, fair market value, and the input of neighbors, preservationists, and community stakeholders before making a final demolition decision.
- C. The Land Bank may make demolition decisions prior to acquisition based on a complete exterior inspection if nuisance conditions necessitate expediency.

Section 6.2 Demolition Partners

- A. The Land Bank will partner with the public sector and private partners and contractors to facilitate the demolition of a property swiftly after a demolition decision has been made.
- B. Whenever possible, the Land Bank will coordinate with residents and neighborhood-based organizations to identify a property for demolition through the Land Bank's program.

Section 6.3 Quality of the Demolition

- A. Every Land Bank demolition will conform to the following specifications:
 - i. Demolition of the primary residential structure and all ancillary structures on property, including garages and sheds, and all paved surfaces, including driveways, private walkways, and patios.
 - ii. Removal of the foundation or removal of at least 18 inches of the basement wall while fully crushing the basement floor to allow for storm water drainage;
 - iii. Removal of dead or dangerous trees, whenever possible;
 - iv. Hauling of debris from the demolition site to a landfill for disposal, and providing verified original receipts from an approved land fill or dump site evidencing that the debris has been disposed of in a proper manner;
 - v. Retention and restoration (if damaged) of the sidewalk and public right of way, unless otherwise indicated;
 - vi. In-fill of the foundation with materials that meet or exceed the trade standard to allow a proper grade and grass growth on the finished lot;
 - vii. Finishing the site so that it is level and free from debris, including along lot lines, and properly graded;
 - viii. Coverage of the site with at least one (1) inch of topsoil, grass, or hydro seeding of the site at a rate of six (6) pounds per 1,000 square feet, and providing a cover of straw (when necessary), so grass is growing on the site and the site can be safely mowed and maintained;
 - ix. Keeping the property and surrounding area clean and free from excess debris daily during demolition and following completion of demolition;
 - x. Securing all necessary permits relating to the demolition and hauling of a residential structure, and providing proof of applicable demolition permits; and
 - xi. Performing the project in a professional, safe, and workmanlike manner, providing all necessary protections, and taking all necessary precautions to protect workers, bystanders, and adjacent property from injury or damage during the entire demolition project.

Section 6.4 Salvage and Deconstruction

- A. Salvage on a property owned by a Land Bank and scheduled for demolition may be permitted to recover important historic materials or architectural details. An organization Rev 0616 18 with experience in salvage may contact the Land Bank at least thirty (30) days prior to the scheduled demolition and request salvage rights. Entities engaged in salvage activities must document satisfactory commercial general liability insurance and

- have its individual representatives sign a salvage waiver prior to entering the property.
- B. Where health and safety concerns or timely coordination of the demolition make salvage impracticable, the Land Bank may deny a salvage rights request.
- C. The Land Bank may expend funds to undertake deconstruction demolition, when feasible and when funding is available.

Section 6.5 Demolition of Historic Properties

- A. The Land Bank will seek demolition of structures in local historic districts only after exhausting reasonable alternatives for the property, including:
 - i. Marketing the property with a local realtor experienced in historic preservation;
 - ii. Securing the property to prevent ongoing deterioration; and
 - iii. Providing grant funds to a qualified end user to support renovation if funding is available and approved by the Board of Directors.
- B. To the extent required by law, the Land Bank will obtain approval prior to demolishing a property in a federal or local historic district or listed on the National Register of Historic Places.

Section 6.6 Commercial Property Demolition

- A. The Land Bank must receive approval from the Board of Directors prior to allocating resources and demolishing a commercial property, as defined in Section 5.1 (A).
- B. Commercial demolition projects eligible for an expenditure of Land Bank resources must meet some or all of the following criteria:
 - i. Projects in which the Land Bank can acquire title and for which there is a qualified end user for the property if the structure is demolished;
 - ii. Projects in which a substantial investment will be made in the property or the surrounding area by an end user or a third-party following demolition;
 - iii. Projects in which matching funds are available to assist with demolition costs, including costs associated with environmental assessment and abatement;
 - iv. Projects in proximity to existing businesses that will benefit from the demolition through workforce expansion, workforce retention, or new capital investment;
 - v. Projects in proximity to an existing business likely to relocate if the nuisance structure is not demolished, but would remain if the nuisance were abated;
 - vi. Projects that will increase the quality of life for residents of a surrounding residential neighborhood because of demolition;
 - vii. Projects in which the structure constitutes a serious health and safety risk to the surrounding area and that risk will be minimized or eliminated because of demolition;
 - viii. Projects in which the structure is functionally obsolete, cannot be returned to its original use, or cannot be converted to a different use; and
 - ix. Additional criteria that increase a project's merit on a case-by-case basis.

ARTICLE VII

CONTRACTORS

Section 7.1 General Considerations

- A. Every Land Bank contractor will be required to pre-qualify for work through the Land Bank and work will only be awarded to pre-qualified contractors. In lieu of pre-qualification, a contractor may be required to complete an independent contractor agreement with the

Land Bank before work is awarded at the discretion of the President.

- B. In order to pre-qualify for work through the Land Bank, all prospective contractors must provide or comply with the following:
 - i. Complete the Contactor Pre-Qualification Form in its entirety and return it to the Huron County Land Bank;
 - ii. Agree to provide equal employment opportunities, as evidenced by contractor's signature on the Equal Opportunity Employment statement (part of the Contractor Pre-Qualification Verification Form) and agree to hire local employees who may have barriers to employment when feasible;
 - iii. Agree to warranty all work performed under any contract awarded by the Land Bank, as evidenced by contractor's signature on the Contractors Warranty (part of the Contractor Pre-Qualification Verification Form);
 - iv. Submit or have the contractor's insurance agent submit a Certificate of Insurance, documenting the active insurance required by the Land Bank and naming the Huron County Land Reutilization Corporation as an additional insured with certificate holder status;
 - v. Submit a completed W-9 Tax Form; and
 - vi. Submit a copy of the contractor's active Worker's Compensation Certificate.
- C. If a contractor meets the Land Bank's qualification standards, the contractor will be eligible for work through the Land Bank according to the contractor's trade or specialty.
- D. The Land Bank reserves the right to require additional information, including a financial statement from contractor, before qualifying a contractor.

ARTICLE VIII

MAINTENANCE

Section 8.1 Maintenance Generally

- A. The Land Bank will endeavor to maintain property in a way that reduces or eliminates Rev 0616 20 nuisance conditions, maintains, or increases the property values of adjacent and nearby properties, and ensures the future marketability of the property.
- B. The Land Bank will utilize public sector and qualified contractors for all maintenance necessary on a property owned by the Land Bank.

Section 8.2 Maintenance Standards

- A. Depending on the final disposition of the property, the Land Bank may require newly acquired to be:
 - i. Initially cleaned and cleared out;
 - ii. Boarded up and otherwise secured;
 - iii. Winterized;
 - iv. Re-keyed or otherwise made accessible; and
 - v. Regularly mowed and cleared.
- B. The Land Bank will use public sector and qualified contractors to maintain a property based on the following standards:
 - i. Mowing the property regularly as needed, to a length of 4-6 inches at each mowing;
 - ii. Trimming any additional vegetation on a vacant unimproved property or on the frontage of improved property regularly as needed;
 - iii. Keeping the property free of litter and debris;
 - iv. Removing dead or dying trees (as revenue permits);
 - v. Boarding or otherwise securing any open entry points on vacant structures that the Land Bank owns, as necessary and as resources permit.

Section 8.3 Adopt-a-Lot Program

- A. Residents, businesses, neighbors, block watches, or other organizations interested in maintaining vacant land owned by the Land Bank may apply to participate in the Adopt-a-Lot Program.
- B. Prospective applicants must meet the same considerations as other Land Bank end users for vacant land but will not be required to own adjacent property.
- C. A license to enter, maintain, and enjoy the vacant land may be granted to an eligible Adopt-a-Lot Program end user at no cost.

Section 8.4 Special Tax Assessments

- A. The Land Bank will make payment of all special tax assessments due and owing on property owned by the Land Bank during its time of ownership unless such special assessments are abated as a matter of law or collection is waived by agreement with the taxing authority.

ARTICLE IX

INSURANCE

Section 9.1 Insurance Requirements

- A. Each property that the Land Bank acquires will be covered by general liability insurance for the duration of the Land Bank's ownership.
- B. The Land Bank may purchase casualty insurance for a property on a case-by-case basis. Factors to consider regarding the purchase of casualty insurance include the proposed length of Land Bank ownership and the fair market value of the property.

ARTICLE X

LAND BANK ASSEMBLY

Section 10.1 General Considerations

- A. The Land Bank may take title to a property for short or long-term land assembly. A decision to acquire property for land assembly purposes will be based on available resources, the viability of the proposed future development, end user commitment, and any other relevant factors.
- B. If a private property owner transfers a property to the Land Bank for land assembly, the Land Bank will have the right, but not the obligation to maintain, repair, demolish, clean, and grade the property and perform all other tasks and services regarding the property that the Land Bank determines are necessary.

Section 10.2 Requirements for Land Assembly

- A. The Land Bank and a development partner will enter into a Memorandum of Understanding or Purchase and Maintenance Agreement for property the Land Bank acquires for land assembly. No property will be transferred to the Land Bank for land assembly unless the development partner is also a qualified end user.
- B. The property must have clean, marketable title, and not be occupied as of transfer to the Land Bank for land assembly.
- C. The Land Bank may require a development partner to maintain all or a portion of the assembled property as a condition of the land assembly.
- D. The Land Bank may grant a purchase option or may require a development partner

to purchase or repurchase the assembled land after a period of time as a condition of the land assembly.

ARTICLE XI

APPEALS

Section 11.1 Appeals to the President

- A. An interested party unsatisfied with the Land Bank staff member's decision or conclusion on a matter may request that the Land Bank's President review the matter. The Land Bank's President will independently discuss the matter with the staff member and the interested party and will notify the interested party of the outcome within seven (7) days.

Section 11.2 Appeals to the Board of Directors

- A. When an interested party is directly affected by a decision of the Land Bank, the party may file an appeal with the Land Bank's Board of Directors. The appeal must be in writing and submitted to the Land Bank no later than ten (10) days after notice of the Land Bank's decision.
- B. The Land Bank's Board of Directors will consider each appeal on a case-by-case basis to determine whether the decision of the Land Bank followed these Policies and Procedures or the Board's resolutions.
- C. Party is aggrieved based solely on the lawful current use of a proposed end user's property or the lawful expected future use of the side lot or vacant land.
- D. If the Board determines that the Land Bank acted in a way inconsistent with these Policies and Procedures or the Board's resolutions, the Board may take action to correct the prior decision. When feasible, the Board may instruct the Land Bank to reconsider its decision in a manner consistent with these Policies and Procedures.
- E. Regardless of the outcome of the appeal, the Board will instruct the Land Bank to notify the party of the outcome of the appeal in writing.
- F. If the Land Bank has decided to acquire or dispose of a property or contract for services, and if at the time of the appeal the Land Bank has contracted to acquire or dispose of property or contract for services, the appeal will not affect the ability of the Land Bank to acquire or retain title to the property, dispose of the property, or perform its contractual obligations.

POLICIES & PROCEDURES APPROVED BY THE HCLRC BOARD OF DIRECTORS ON FEBRUARY 22, 2019.

REVISIONS TO THE P & P APPROVED BY THE HCLRC BOARD OF DIRECTORS ON JULY 12, 2019.

REVISIONS TO THE P & P APPROVED BY THE HCLRC ON 5/27/2021/