

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R – 02 -22 - 20

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM COMMUNITY AGREEMENT WITH THE MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION AND FURTHER APPOINTING THE CITY MANAGER AS THE COMMUNITY REPRESENTATIVE FOR SAID AGREEMENT

WHEREAS, the Montgomery County Land Reutilization Corporation (“MCLRC”) and the City of Clayton, Ohio are desirous of mutually cooperating to complete, where applicable, the acquisition or declaring properties nuisance/condemnation, demolition, grading, disposition, re-greening, and maintenance activities; and

WHEREAS, in furtherance of accomplishing the goals stated herein and in the attached *Montgomery County Land Reutilization Corporation Blight Abatement/Demolition 2.0 Program Community Agreement*, and since the State of Ohio has authorized the MCLRC to use agreements with jurisdictions from its original Demo 2.0 Project, City Council desires to authorize the City Manager to execute the *Montgomery County Land Reutilization Corporation Blight Abatement/Demolition 2.0 Program Community Agreement* in substantially similar form as appended hereto as **Exhibit A** and to accept the *Montgomery County Land Bank Demolition 2.0/ODOD Demolition and Site Revitalization Program Policy Guidelines* appended hereto as **Exhibit B**; and

WHEREAS, City Council further desires to appoint the City Manager as Clayton’s Community Representative per the terms of the said *Montgomery County Land Reutilization Corporation Blight Abatement/Demolition 2.0 Program Community Agreement*.

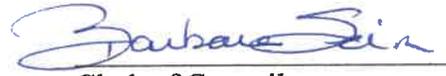
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:**

1. That the City Manager, on behalf of the City of Clayton, Ohio, is authorized to execute, in substantially similar form as **Exhibit A**, the attached *Montgomery County Land Reutilization Corporation Blight Abatement/Demolition 2.0 Program Community Agreement*.
2. That the City Manager is hereby appointed as Clayton’s Community Representative per the terms of the said *Montgomery County Land Reutilization Corporation Blight Abatement/Demolition 2.0 Program Community Agreement*.
3. The City Manager is further authorized to execute additional documentation necessary to participate in the said Abatement/Demolition 2.0 Program. **However, per Charter Section 4.02(A)(8), any action to purchase real estate will be first presented to Council for consideration via presentation of legislation in the form of an Ordinance.**

ADOPTED BY COUNCIL ON FEBRUARY 17, 2022.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor (Presiding Officer of Council)

  
\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

February 23, 2022

  
\_\_\_\_\_  
CLERK

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION  
BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM  
COMMUNITY AGREEMENT**

THIS AGREEMENT is entered into as of \_\_\_ day of \_\_\_\_\_, 2020, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 West Second Street Suite 1425, Dayton, Ohio (“MCLRC”), and \_\_\_\_\_ (“Participant”).

**WITNESSETH:**

WHEREAS, in August of 1961, O.R.C. Section 1724.01 became effective and provided for the establishment of county land reutilization corporations for the purpose of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for whose benefit the corporation is organized and the purpose of promoting economic and housing development in the county; and

WHEREAS, pursuant to O.R.C. Section 1724.02, MCLRC has, among other powers, the power to do all acts and things necessary or convenient to carry out the purposes of O.R.C. Section 1724.01; and

WHEREAS, MCLRC will strategically demolish structures in targeted neighborhoods in order to stabilize property values and curtail health and safety concerns associated with abandoned and nuisance properties; and

WHEREAS, MCLRC has adopted or will adopt certain policies and procedures that were or will be developed in connection with this demolition program; and

WHEREAS, MCLRC and Participant will cooperate in developing a plan for the abatement of nuisances at properties or for MCLRC to acquire properties in targeted areas through tax foreclosures, donations, acquisitions of tax liens, purchase, declaring properties a nuisance / condemning them under the law, or any other means MCLRC deems appropriate, and if necessary MCLRC will hold the acquired properties for a period of time as provided in this Agreement; and

WHEREAS, MCLRC, the City of Dayton, Ohio and the City of Kettering, Ohio (each a “Project Manager” and collectively, the “Project Managers”) are supporting the effort by contracting for, and the management of, environmental survey and remediation, demolition,

grading, re-greening, and maintenance activities, and Participant has designated a community representative who has authority to make decisions on Participant's behalf and who will be responsible for coordinating Participant's responsibilities with MCLRC and the Project Managers throughout the term of this Agreement; and

WHEREAS, MCLRC and Participant are desirous of mutually cooperating to complete, where applicable, the acquisition or declaring properties a nuisance /condemnation, demolition, grading, disposition, re-greening and maintenance activities referenced in this Agreement on the terms and conditions stated in this Agreement; and

WHEREAS, Participant has sufficient statutory or other legal authority and the management and financial capability needed to assume its obligations under this Agreement, and Participant has agreed to perform those obligations on the terms and conditions provided in this Agreement; and

WHEREAS, MCLRC's Executive Director (the "Director") has authority to enter into and perform the agreements with Participant on behalf of MCLRC.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. Community Representative and Notices

Participant designates \_\_\_\_\_ (the "Community Representative") as Participant's agent for purposes of this Agreement, and this Community Representative will have authority to make decisions on behalf of Participant and to bind Participant as provided in this Agreement and in the performance of Participant's obligations. All notices, correspondence and communications to or from Participant, which are provided for or to be given under this Agreement, whether with MCLRC, the Director, a Project Manager or their respective agents and contractors, will be communicated or made to Participant through the Community Representative. All notices, correspondence and communications to the Project Manager provided for or to be given under this Agreement by Participant or its agents, contractors or representatives will be simultaneously given to the MCLRC Program Manager, Susie Crabill by email to [SCrabill@MCLandBank.com](mailto:SCrabill@MCLandBank.com) read receipt confirmed.

2. Target Area and Property Identification

Participant will provide to MCLRC a target area(s) or specific properties according to the Program Guidelines attached hereto and made a part here of that may be amended from time to time within Participant's jurisdiction (the "Target Area") for demolition activities as provided in this Agreement. These Target Areas may include properties owned by Participant and will be either part of a larger community stabilization effort, connect to or be a part of a previously identified target area, have been determined to present a threat to human health, safety, environment and/or presents a nuisance to the community or otherwise significant to the community, and approved by MCLRC at its sole discretion. Participant will identify specific property(s) within a Target Area at which Participant believe nuisance conditions exist or that Participant desires MCLRC to acquire for demolition. MCLRC or the Participant will determine if the property(s) meet the vacant abandoned criteria. For property(s) that are to be acquired, upon MCLRC's determination that the property(s) meets the criteria, notice will be provided to the Participant, and MCLRC may proceed with the acquisition of the property(s) through tax foreclosures, deed in lieu of tax foreclosure or donation. For nuisance property(s) that are not being acquired, MCLRC and Participant shall determine the statutory process that will be followed to allow for demolition at the property(s) and whether MCLRC or Participant will initiate and pursue the process to completion.

3. Scope of Work, Schedule and Budget

A. Approvals. Upon MCLRC's approval or acquisition of each property for participation in the program, doors, windows and openings of any structures at the property will be covered to discourage trespassing. All work to be done under this Agreement will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). An environmental survey will be scheduled to determine if environmental remediation is needed prior to the demolition. Once the scope of environmental work is determined, bids will be requested from prequalified remediation contractors. Review of the bids and awarding the remediation contract will be performed by the Project Manager. Upon successful completion of the environmental remediation, the property will be re-inspected

by the original environmental survey contractor to confirm that all environmental concerns have been resolved. The property will then be submitted for bidding to demolish the structure(s). The demolition will include removal of all structural components of the buildings. The cavity that is created by removal of the buildings will be backfilled with clean fill materials and topped with 4 inches of high quality topsoil. The entire area affected by the demolition will be reseeded.

B. Inspections and Completion of Work. The Project Manager or their staff will perform all inspections pertaining to the scope of work, and will be solely responsible in determining when the scope of work has been completed in accordance with the Construction and Material Specifications. Only upon successful completion of the work will payment be approved.

C. Funding and Cost Reconciliation. Participant acknowledges that MCLRC has assigned a 2020 funding allocation amount for their community (“MCLRC Share”) and that amount is the limit that MCLRC will provide for demolition and other eligible costs defined in the Guidelines. The minimum allocation amount per Participant is \$7,500. Participant acknowledges that MCLRC will receive invoices for the work and be responsible for payment to contractors and vendors. For property(s) to be acquired, upon the Participant’s identification of properties for MCLRC to acquire or when the Participant offers properties that Participant already owns for demolition, Participant will pay to MCLRC \$5,000 per property as a “Property Deposit”. For nuisance property(s), Participant will pay to MCLRC the Property Deposit upon MCLRC’s determination that applicable statutory requirements are satisfied to allow demolition to legally proceed, and MCLRC will (i) certify to the Montgomery County Auditor such information required for abatement costs to be collected with real estate taxes, or (ii) follow other available statutory processes to place a lien against the applicable property for abatement costs. If the assessed amount or lien amount, as applicable, is recovered, the recovered amount shall be shared by Participant and MCLRC in proportion to the shared cost of demolition between the Participant and MCLRC. Upon completion of the demolition and re-greening of the property, MCLRC will issue an invoice to the Participant for the balance of Participant’s share of costs. “Participant’s Share” shall be equal to one half of the total

cost of the demolition, acquisition, disposition, maintenance, environmental survey and remediation, project oversight, insurance, assessment, and demolition costs. "Participant's Balance" shall be equal to Participant's Share less the Property Deposit. Participant shall pay this balance in full within 60 days after the date of the invoice. Participant understands that, for property(s) that are acquired, the Property is exempt from real estate taxes but not assessments while title to the Property is held by MCLRC. Participant further understands that upon the transfer of the Property to Participant, the Property will no longer be exempt from real estate taxes (unless Participant otherwise obtains an exemption), and Participant will be responsible for real estate taxes and assessments, including those charges for periods before MCLRC or Participant took title.

4. Participant Services

Participant will waive all permits, fees and charges that would otherwise be chargeable or collected by Participant in connection with the activities to be undertaken pursuant to this Agreement. Participant further agrees to provide, at Participant's expense, all public safety support (e.g. fire department, police, etc.) if requested by the Project Manager in connection with the administration and performance of this Agreement. Participant also agrees to cooperate with MCLRC in good faith to collect and assemble information required under this Agreement.

5. Maintenance

Participant will be responsible for the mowing of the property upon acquisition by MCLRC. Upon completion of all demolition activities, including the seeding of the property, Participant will immediately be responsible for the maintenance of the property when notified by MCLRC that demolition activities are complete, and regardless of whether title has been transferred to Participant. All contractors who perform maintenance on the properties must provide to MCLRC proof of Worker's Compensation insurance and liability insurance in coverage amounts acceptable to MCLRC.

6. Disposition of Acquired Properties

Disposition of acquired properties to Participant will occur once all costs for the demolition have been submitted to and paid by MCLRC, and Participant has paid to MCLRC the Participant's Balance owed pursuant to Section 3.C of this Agreement. All

costs and fees associated with the transfer of the property to Participant will be included in the total amount that will be paid for by MCLRC, and Participant will pay half of these costs and fees. Participant will accept the Property in its as-is condition and subject to all defects, patent or latent and whether known or unknown at the time of MCLRC's acquisition of title to the Property.

7. Liability; Insurance

A. Scope of Project Party Obligations. Neither MCLRC, the Project Manager nor their respective contractors, agents, representatives, directors, officers, managers, members, partners or principals (collectively, the "Project Parties") will have any duties or obligations whatsoever in connection with the work to be performed pursuant to this Agreement or with respect to the properties where such work occurs except as expressly stated in this Agreement. Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Project Manager with respect to the properties or otherwise. Effective upon the date demolition and reseeded work have been completed and approved for payment, any and all duties and obligations of MCLRC and the Project Manager arising under this Agreement or otherwise relating to the applicable property will terminate. Upon this termination, Participant, its successors and assigns, will release and waive all liabilities, claims and causes of action against all Project Parties, whether known or unknown, foreseen or unforeseen, actual or contingent, and whether arising directly or indirectly in connection with this Agreement or the property.

B. Liability. Except as expressly stated in this Agreement, MCLRC will have no duty, obligation, liability or responsibility for the control, care, operation, management, repair, replacement or restoration of the property(s), or any waste committed on the property(s) or any dangerous or defective condition of the property(s) or any vandalism or break-ins at the property(s). Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Participant with respect to the property(s) or otherwise. To the extent permitted by law, MCLRC and Participant shall be responsible for any claim or cause of action made against it arising out of the performance of its duties under this Agreement, and neither

party shall be required or responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself insurance or other security for the performance of this Agreement. Nothing in this Agreement shall be construed to waive any immunity of MCLRC or Participant provided at law. In addition, MCLRC will have no liability or responsibility for any negligence in the management, upkeep, or repair of the Property. The terms and conditions of this Section will survive any conveyance of the Property from MCLRC or any termination or expiration of this Agreement without limitation.

C. Insurance. During the period MCLRC holds title to any acquired property(s), MCLRC will maintain commercial general liability insurance against claims for bodily injury, personal injury, or death, occurring in, on, under or about the property(s) in amounts and in form and substance satisfactory to MCLRC and as otherwise required by the terms of Schedule I attached to this Agreement. The insurance to be maintained by MCLRC pursuant to this Agreement will be provided for under valid and enforceable policies issued by financially responsible insurers authorized to do business in Ohio in accordance with the terms stated in Schedule I to this Agreement. Participant will maintain commercial general liability insurance on all property(s) owned by Participant, and such insurance will comply with the terms of Schedule A. During all periods that MCLRC is conducting activities at property(s) owned by Participant, MCLRC will be named as an additional insured on policies maintained by Participant. Except as required by this Agreement, Participant will be solely responsible for determining any other types of insurance coverage to be maintained and the policy limits and deductible amounts. MCLRC will have no liability or responsibility whatsoever with respect to such matters.

D. Damage. In the event of any damage or destruction to a property covered by this Agreement, MCLRC or Participant may elect to terminate this Agreement with respect to the damaged property by written notice to the other. Upon termination, MCLRC will be relieved of all obligations under this Agreement. MCLRC will have no liability or responsibility for any damage or destruction or for the repair or restoration of the property. MCLRC and Participant will reasonably cooperate with the other with

respect to making claims on any applicable insurance to the extent the other party is deemed to hold any rights to such insurance. Any proceeds payable will be used for the payment of the costs of work performed pursuant to this Agreement, or if this Agreement is terminated, proceeds will be retained by or assigned to the party holding title to the property. If neither MCLRC nor Participant terminates this Agreement, they will work together to modify, if needed, and the demolition plan for the property,

8. No Third Party Beneficiaries

Under no circumstances will MCLRC be responsible or liable to any person or business for, or on account of, any disbursement of, or failure to disburse, the demolition funds paid to any firm under contract to MCLRC or any part thereof, and no contractor, subcontractor, vendor, material supplier, laborer or other party will have a right or claim against MCLRC under this Agreement or in connection with the administration of the work provided for in this Agreement.

9. No Assignment

The parties agree that this Agreement will not be assigned by Participant.

10. No Discrimination

During the performance of this Agreement, Participant will not discriminate against any employee or applicant for employment, or any person or business entity considered for engagement by Participant in connection with any activities related to this Agreement, because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Participant will ensure that any person or business entity engaged in the activities related to this Agreement are treated, without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action will include, but is not limited to, the following: Participant and all persons claiming through Participant agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Cumulative Remedies

No remedy provided in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given to MCLRC under this Agreement or now or hereafter existing at law or in equity.

12. No Waiver

No delay or omission of MCLRC in exercising or enforcing any of its rights, powers, privileges, discretion or remedies will constitute a waiver thereof, and no waiver by MCLRC of any default of Participant under this Agreement will operate as a waiver of any other default. No term or provision of this Agreement will be waived except with the prior written consent of MCLRC.

13. Severability

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement

The Blight Abatement/Demo 2.0 Program Guidelines issued by MCLRC, as may be amended from time to time, are incorporated into and made a part of this Agreement along with Schedule I. This Agreement, together with the Program Guidelines and Schedule I, contains the entire agreement of the parties with respect to the subject matter addressed in this Agreement. All work to be done under this Agreement, will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). This Agreement will supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement will not be modified in any manner except by an instrument, in writing, signed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

15. Governing Law

This Agreement and any modifications, amendments, or alterations, are governed, construed, and enforced under the laws of the State of Ohio.

16. Authority

The signatures to this Agreement will act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

17. Conflict of Interest

No personnel of MCLRC or Participant, any subcontractor of MCLRC or Participant, or any public official, employee or member of the governing body of Participant, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, will prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his, her or its functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his, her or its interest to MCLRC in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless MCLRC determines that, in light of the personal interest disclosed, his, her or its participation in any such action would not be contrary to the public interest.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

MONTGOMERY COUNTY LAND  
REUTILIZATION CORPORATION

By: \_\_\_\_\_  
Michael J. Grauwelman  
Executive Director

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **Schedule I**

### Required Insurance Coverage:

General liability coverage limits for the locations/premises that contain buildings:

General Liability Each Occurrence - \$1,000,000

General Aggregate - \$2,000,000

**MONTGOMERY COUNTY LAND BANK**  
**Demolition 2.0 / ODOD Demolition and Site Revitalization Program**  
**Policy Guidelines**

February 10, 2022

**BACKGROUND**

The state created the building demolition and site revitalization program “...to award grants for the demolition of commercial and residential buildings and renovation of surrounding properties on sites that are not brownfields”. The Montgomery County Land Bank (Land Bank) has been designated as the Lead Entity for the program. As the Lead Entity the Land Bank desires to make its policy guidelines for participation in the program clear through this document with specific emphasis on eligibility, participation agreements, scope of work, matching fund requirements, use of liens, and the submission of the Lead Entity application. For those communities participating in the Demo 2.0 program ODOD funds can be leveraged to reduce the Demo 2.0 match liability. The following is the framework under which communities, private and non-profit entities can avail themselves to the ODOD Demolition and Site Revitalization program.

**PROGRAM OBJECTIVES**

The Land Bank’s objectives for the program are as follows:

- Facilitate the maximum use and benefits of the ODOD demolition funds in support of the community’s development / redevelopment goals.
- Reposition distressed real estate to encourage market acceptance and investment.
- Recapture ODOD, community and / or Land Bank demolition investment to support future activities.

**ELIGIBLE ENTITIES:**

Eligible entities in the Demo 2.0 program include all Montgomery County local governments under Memorandum of Agreement with the Land Bank. The ODOD guidelines allow for private and non-profit entities to benefit from its program. The Land Bank has augmented its Demo 2.0 guidelines to allow for their participation in the ODOD program as provided below.

**AGREEMENTS:** The Ohio Demolition and Site Revitalization Program is being administered under the Montgomery County Land Reutilization Corporation's Demolition 2.0 Program for communities. Under this program agreements are required for all participants. All participant identified properties submitted under the Demo 2.0 program will be submitted as a part of the ODOD application. The ODOD program guidelines expand both eligible entities and the use of its funds beyond that which is allowable under the Demo 2.0 program. Private property owners and non-profits will operate under separate development agreements with the Land Bank obligating them to reimburse the ODOD grant investment and / or demonstrate community benefits that result from the grant investment. The owner / developer will also be required to provide: a scope of work, budget estimate, proof of match, authorization to conduct the work (if the owner is not submitting the request) and other information necessary to complete the application. Upon award by ODOD the owner will be required to provide the Land Bank bid documents defining the scope of work, an identified representative available to support scope questions that may arise during the demolition process, and the required 25% match payable to the Land Bank.

**SCOPE OF WORK:** The Demo 2.0 program was intended to completely demolish existing vacant abandoned structures. The ODOD program allows for partial demolition of structures (interior walls, asbestos abatement) in a blighted structure to facilitate redevelopment. Guidance provided in the January 10, 2022, ODOD letter to Ohio Land Bank Association confirms..." property wide demolition is not needed..... Development does not classify demolition of walls in a blighted property as rehab. This would allow a blighted property to then be utilized to benefit the neighborhood". The program also allows for the removal of site infrastructure in instances where a structure or a remnant (foundation) of a structure is a part of the project.

**LIENS:** A stated Ohio Department of Development (ODOD) objective of this program is to ***"encourage demolition and revitalization beyond its current funding allocation."*** To accomplish this objective, revenues resulting from the collection of liens, assessments, salvage proceeds, final disposition of vacant properties or any other revenue generated in connection with this program, will remain with the Lead Entity for future revitalization activities. Therefore, when funding from the Ohio Demolition and Revitalization Program are used to perform acts that remove blight, improve the value of property through demolition or abatement of contaminants, the Land Bank will have the option to place a lien and/or assessments on the property.

**APPLICATION SUBMISSION:** The ODOD guidelines provide that Lead Entity must submit its application by February 28<sup>th</sup>. ODOD will not allow applicants to amend applications once they have been submitted until after the award agreement is completed. The ODOD guidelines also will award funds based on a first come first serve (submission date) creating urgency to submit applications early. As the Lead Entity the Land Bank must balance its desire for an early submission with maximizing the total submission.

The Land Bank will determine when it believes it has maximized its submission based upon communications and the status of community efforts to provide eligible property information. In no case will the Land Bank withhold its application for a specific property putting at risk its targeted submission date. The date will be determined by the Executive Director when he believes it to be the optimal timeframe. The Land Bank is not responsible for participants inability to submit its information to meet the Land Bank's application submission date(s).

**MATCH:** The Land Bank's Demo 2.0 program provided a 50% match to communities participates for the demolition of residential and commercial properties up to a fixed amount provided to the community participant. The Land Bank will provide matching funds equal to the community to reach the 25% required by ODOD. The Land Bank will not offer a match to privately owned property owners and non-profits that wish to take advantage of the ODOD program.

**SUMMARY:** The following is a summary of the match, lien, and agreements associated with program participation.

#### **Publicly Owned Properties**

- **Match:** Communities participating in the program are eligible to receive up to 12.5% of the project cost from the Land Bank for the demolition of qualified properties under their ownership. The community must provide 12.5% of the cost of the project as match.
- **Lien:** All publicly owned properties shall be exempt from Land Bank efforts to recapture ODOD funds utilizing liens.
- **Agreements:** Land Bank Memorandum of Agreement and Demo 2.0

#### **Single Family Residential Properties Subject to Nuisance Orders**

- **Match:** Communities participating in the program will receive a 12.5% match from the Land Bank for the demolition of nuisanced single-family properties. The community must provide 12.5% of the cost of the project as match.

- **Lien:** All nuisanced single-family properties shall be exempt from Land Bank efforts to recapture ODOD funds utilizing liens.
- **Agreements:** Land Bank Memorandum of Agreement and Demo 2.0

**Commercial Properties Subject to Nuisance Orders**

- **Match:** Communities participating in the program will receive a 12.5% match from the Land Bank for the demolition of qualified commercial properties subject to nuisance orders. The community must provide 12.5% of the cost of the project as match.
- **Lien:** All commercial properties demolished under this program will be subject to liens.
- **Agreements:** Land Bank Memorandum of Agreement and Demo 2.0

**Non-Profit and Privately Owned Commercial Properties Proposed for Redevelopment**

- **Match:** Privately owned properties participating in the program must provide the 25% ODOD match. No match will be provided by the Land Bank or required of the participating community.
- **Development Agreement:** All privately owned commercial properties utilizing this program must be scheduled for redevelopment and will be subject to a Land Bank loan in an amount equal to the grant amount. The loan can be satisfied upon full payment of the lien amount, or the satisfaction of terms and conditions in the development agreement.

Property Type	Match	Lien Applicable	Agreement Type
Publicly Owned	Community 12.5%	No	MOU and Demo 2.0
Residential Nuisanced	Community 12.5%	No	MOU and Demo 2.0
Commercial Nuisanced	Community 12.5%	Yes	MOU and Demo 2.0
Redevelopment	Owner 25%	Yes	Development Agreement