

Land Bank 101 Workshop

Presented at the

5th Annual Land Bank Conference

September 21-23, 2015

**Thriving Communities Institute
A program of Western Reserve Land Conservancy**

**Seminar Presenter: Gus Frangos, President and General Counsel
Cuyahoga Land Bank**

Presenters:

GUS FRANGOS was the primary drafter of Ohio's House Bill 294 and S.B. 353 establishing enhanced-capacity County Land Banks, and expedited administrative tax foreclosure policy for vacant and abandoned properties. Most recently, he and staff attorney Doug Sawyer drafted the recently passed S.B. 172. Mr. Frangos graduated with honors from Cleveland Marshall College of Law in 1982 whereupon he served as an associate attorney at the law firm of Ulmer & Berne from 1982 to 1986 concentrating in business law and litigation.

From 1986 to 1993, Mr. Frangos served as the 13th Ward Cleveland City Councilman where he sponsored and passed an array of community development legislation.

In 1993, Mr. Frangos was appointed as a Magistrate Judge in the Cleveland Municipal Court where he served with distinction.

From 2004 through the present, Mr. Frangos has drafted numerous land banking amendments which have passed the Ohio General Assembly, and which serve as a model to other land banks nationally. Mr. Frangos consults with land banks through the country.

Mr. Frangos is the President and General Counsel of the Cuyahoga Land Bank, and his areas of legal concentration include land-related issues, Constitutional, commercial real estate, zoning, administrative and business transactional law.

MICHAEL SCHRAMM is the Director of Information Technology and Research at the Cuyahoga Land Bank as well as a Research Associate at the Center on Urban Poverty and Community Development in the Jack, Joseph and Morton Mandel School of Applied Social Sciences at Case Western Reserve University in Cleveland. At the Cuyahoga Land Bank, Michael developed the land bank property tracking systems called the Property Profile System. This information technology tool helps the corporation use data to make strategic acquisition decisions as well as track property statuses from acquisition to demolition to disposition. This data system is now being licensed to other land banks for their property tracking needs. Recognized as a national expert in property data systems, Michael is also extensively involved in the development and maintenance of the neighborhood information system, NEO CANDO (Northeast Ohio Community and Neighborhood Data for Organizing) [<http://neocando.case.edu>]. Michael has B.S. degrees in Geography and Meteorology from Penn State University and a M.A. in Geography from Syracuse University.

TABLE OF CONTENTS

I. Introduction	6
A. General Considerations	6
B. Land Banks: The Agreement and Plan	6
II. Inter-Agency Cooperation	6
III. Board Governance and Funding	6
A. Board Composition.....	7
B. Land Bank Funding	7
IV. Federal Tax Status and Audit	7
V. Board Composition and Governance	7
A. Code of Regulations	7
B. Delegation of Authority.....	8
1. Banking	8
2. Operational Expense, Consultant's Contracts and Professional Services	8
VI. General Plan or Mission	8
VII. Governmental Administrative Adjustments	8
VIII. Office Set-Up, Start-Up Considerations and Operations	9
A. Introduction	9
B. Office and Proximity to Court House/County Administrative Offices	9
C. Internet Connections: Telephone Systems; Website.....	9
D. Computers, Accounting and Software	10
E. Staff.....	10
F. Training on Inter-Agency Practice.....	10
G. Job Descriptions.....	10
H. Health Insurance	11
I. Employee Manual	11
J. Payroll Issues	11
IX. Staff.....	11
X. Accounting Policies	12
XI. Property Profile and Systems Integration	12
XII. Insurance	12
A. Insurance Forms	12

B. Insuring Vacant/Distressed Assets	13
C. Insurance Procurement	13
D. Practice: Floating Inventories.....	13
XIII. Board Relations and Ethics	14
A. Ethics Policy.....	14
B. Board Manual	14
C. Board Communications	14
XIV. Open Meetings and Public Records.....	15
A. Open Meetings	15
B. Public Records.....	15
XV. Acquisition of Properties: Pipelines, Title, Practice	16
A. Acquisition Pipelines and Considerations.....	16
B. Title Work, the "Schedule B" and Marketable Title	16
1. Tax Foreclosure	16
2. Non-Tax Foreclosure Acquisitions	17
3. Private Grantors and Deeds-in-Lieu	17
4. Easements, Restrictions vs. Encroachments, Reverters, Deed Restrictions	17
C. Acquisition Contracts and Due Diligence Efforts	17
1. Inspections	17
2. Contracts	18
D. Acquisition Contracts and Due Diligence Efforts.....	19
<i>Case Study in Ohio</i>	19
E. Interaction with Cities, Water, Sewer and Other Assessments.....	20
1. Introduction.....	20
2. City, Water and Nuisance Assessments.....	20
XVI. Disposition and Holding	21
A. Introduction	21
B. Vendor Prequalification Statements	21
C. Field Servicing.....	22
XVII. Rehabbers: Vetting; Sale Agreements to Third Parties and Rehabbers.....	23
A. Vetting Rehabbers	23
B. Sales to Qualified Rehabbers: A Case Study.....	23

XVIII. Demolition and Environmental Practice	25
A. Permitting	25
B. Environmental Compliance	26
C. Bidding	26
D. General Internal Demolition Process	27
E. Billing	28
XIX. Information Technology, Research and Strategy.....	28
Appendix of Sample Forms	29

I. Introduction

A. General Considerations

Recent land bank statutes are in response to the real estate and foreclosure crisis in the 2000s.

The presentation deals broadly with two categories related to land banking: 1.) the relationship between stakeholders, board, staff and governmental agencies that touch upon land banking; and, 2.) the set-up, operation and practice of land banking. This presentation includes transactional guidance and forms, best practices and policy analysis. Many of these forms are derived from public presentations and materials of the Cuyahoga Land Bank considered by many as a national example of best practices.

Understandably there will be ambiguities, ongoing legislative revisions and questions that will be answered through collaborative practice and trial and error. Accordingly, this presentation obviously is not the final word on land banking. But, it is a very practical resource from those who participated directly in the drafting, implementation and operationalization of one of the most aggressive land banking statutes in the country - - Ohio.

B. Land Banks: The Agreement and Plan

Whatever a community's priority, there should be a very general "Plan" published between the land bank entity and the governmental unit which created it. This Plan contains the broad statutory parameters and mission within which the land bank must operate. The Plan should be broadly stated to include virtually all categories of things which the law allows land banks to perform.

II. Inter-Agency Cooperation

Before getting started, the land bank's staff should become intimately familiar with all those inter or intra-governmental agencies that touch on land banking, public holding and transacting in land. For example, in the context of tax foreclosure, the Auditor, Treasurer, Prosecutor, Clerk of courts, judiciary, Board of Revision and Sheriff all touch upon and are essential in the foreclosure process. It is critical to learn how these offices functionally foreclose on properties, assess or remove liens, assess and recover administrative costs and process actual deeds of transfer. Knowing this will help tailor the operations and systems procedures to match up with these governmental functions. This will pay huge dividends in the long run, and get the new land bank up and running quicker and with less confusion amongst the various stakeholders.

III. Board Governance and Funding

A. Board Composition

Ohio land banks are enabled by statute and authorized by County Commissioners or County Executives and their County Councils. Essentially, the two (2) of the three (3) commissioners and the County Treasurer sit on the Board ex officio, and together they appoint at least two (2) more to make up the minimum number.

B. Land Bank Funding

Ohio land banks are funded by DTAC proceeds, and of course the income and grants from their operation and sales of property. Some land banks are supported directly by or in combination with their respective counties, through direct dollars, staff or equipment.

IV. Federal Tax Status and Audit

Miscellaneous things to remember about the nature of the land bank:

1. It should have its own tax identification number;
2. Its debts, liabilities and obligations do not pass vicariously to the creating political subdivision (unless the subdivision accepts such responsibility);
3. It is unlikely that a completely independently funded and operated land bank is a "constituent" part of the creating political subdivision for purposes of governmental audits. If employees consist of County employees and staff and funding comes directly from the County, that would likely cause the County Land Bank to be a constituent part of the County.

As to federal entity status, the Cuyahoga County Land Reutilization Corporation, for example, has determined that it is a federally tax-exempt corporation under Section 115 of the Internal Revenue Code. As such, it has elected not to secure tax exempt status under the more common 501(c)(3) status. The Cuyahoga County Land Reutilization Corporation has procured legal opinions on this matter specific to its corporation and eligibility as a Section 115 "government-purposed" entity. **See: Form 1.** County Land Banks can choose to be 501(c)(3) if they prefer.

V. Board Composition and Governance

A. Code of Regulations

Once created, a statutorily compliant board of directors is established, and the "Plan" adopted by the board of directors, the board should quickly thereafter adopt a Code or Regulations for the land bank's internal government. This should be adopted at the entity's first board of directors meeting. The Code of Regulations may govern all the matters permitted by general Ohio corporation law, not inconsistent with the state land bank statute. It should address some of the

basic things such as how the board members are selected, how they are retained, general times and places of meetings, corporate authority to act, quorums and expenditure authority, etc. **See: Form 2.**

B. Delegation of Authority

1. Banking

Land banks were enabled to act and transact more like private enterprise. Board or other governing approval for every core activity, contract or expense is counterproductive. Rather, the Board should set parameters within which the executive director possesses authority to act with signature authority.

As to banking and checking accounts, there should be at least two (2) signature authorities: an executive director as well as his chief operating or similar officer in the executive director's absence. The land bank should have at least two bank accounts. One account would be an operating account and the other a reserve account for funds not immediately necessary for operations. A credit card policy must be adopted and its employees held accountable to document all expenses used on the land bank credit card.

2. Operational Expense, Consultant's Contracts and Professional Services

The challenge of most General Assemblies when they authorize land banks is to create a public-purposed entity that operates in a private business-like fashion. In other words, the land bank is specifically not intended to serve as another layer of government. The land bank is governed by its board (not the government which created it) which sets policies for the executive director. These policies establish contracting and financial parameters, by category, allowing the organization to operate efficiently. Accordingly, the board should establish dollar thresholds by category of activity, up to which the executive director can enter into contracts, make expenditures and speak for the corporation. Contracts which exceed the thresholds established for the various categories, would need land bank board approval. **See: Form 3.**

VI. General Plan or Mission

There should be a "Plan" which is really a broad and very generalized restatement of the issues and problems the land bank is intended to address. And, as long as the executive director is operating within such framework, his or her activities, decisions and leadership should be at a premium. Hence, aside from by-laws or a code of regulations, this is more of a general purpose and mission document which can always be referred to as a gauge whether the land bank is on mission, or veering astray. **See: Form 4.**

VII. Governmental Administrative Adjustments

Often times, a well worded and logical statute may overlook how it plays out in the actual administrative process. This is why it is important to make sure the land bank learns the various internal governmental practices as it relates to the land bank's work. Sometimes a statutory prescription will require a simple new form; other times, what may seem like a simple law change could require costly software to implement.

VIII. Office Set-Up, Start-Up Considerations and Operations

A. Introduction

Depending on the scope of operations and capacity, there are many practical priorities, systems and legal forms necessary to start-up a land bank. It is essential that a committed and focused working group meet frequently to discuss these things so that the land bank gets off to a healthy start.

The most important point here is that land bank set-up should not be rushed. All systems, pipelines and forms should be first tested and "debugged." To help stay on task, a dynamic set-up "grid" which identifies virtually everything that needs to happen from land bank incorporation to the opening of its doors for business should be developed. **See: Form 5.**

B. Office and Proximity to Court House/County Administrative Offices

Once a land bank is fully ramped up, it will interact with the various county offices, i.e., Sheriff, Clerk, Recorder, Prosecutor, Court, etc. Proximity to these government offices which touch upon tax foreclosure and property conveyance is a plus. In many cities and counties, all are located in one building. Moreover, the public is more familiar with these offices, they are typically more central and accessible by public transportation.

C. Internet Connections: Telephone Systems; Website

Initially, to promote transparency and ongoing land bank branding, a website which identifies staff, the land bank mission, public documents, and all properties in its inventory (along with a basic property profile) is necessary. The PPS should allow the public to "click" on a particular property to find out some basic property information. Staff can determine how much more or less it wishes to add to the PPS. The PPS should also have far more detailed internal information for staff, authorized users, rehabbers or vendors such as spatial and proximity data, acquisition details, inquiries from third parties, disposition trajectories, and, most importantly, connectivity to the accounting software of the land bank.

D. Computers, Accounting and Software

Land bank staff obviously needs high capacity computers to access and store all kinds of high storage information, graphics, photographs and other internal reports. This should be done before acquiring properties or conducting any significant activities. Additionally, before any activities occur, accounting software must be shopped, tested and debugged consistent with the land bank's intended needs and capacity. Wrong accounting software could be disastrous. This accounting system should be capable of performing fund accounting across the spectrum of the land bank's activities and must be tied to the PPS and outside field services expenses on a property-by-property basis. This will help the land bank track trends and costs related to particular activities such as field services, property insurance, permit costs, etc. An outside experienced accountant is needed to help set up the initial chart of accounts, accounting procedures and initial account codes for data entry.

E. Staff

The technical and often sophisticated tasks necessary to transact properties from tax foreclosure to and from third parties require a skilled staff. Institutional knowledge about the community, government, and community development activity generally is highly desirable. An executive director will understand intimately government agencies that touch upon tax foreclosure and land acquisition and the functions between these various agencies. Legal transactional expertise and documentation for the land bank's activities is also a big plus. It will save the land bank tens of thousands of dollars in outside legal expenses for new documents, transactions or agreements with other county agencies. Experienced transactional real estate and public administration lawyers should be solicited to provide pro bono services where available.

F. Training on Inter-Agency Practice

The activities of the land bank involve much interaction with several city and county agencies. Staff should therefore be trained in their respective tasks and how their particular activities fit within the larger picture. For example, educate the staff about the chronologies of a tax foreclosure, real estate acquisition/disposition and the importance of marketable title. Pre-opening staff meetings and training seminars along with visits to the County Board, Treasurer, Prosecutor, Clerk and Sheriff Offices to learn their administrative processes is very useful.

G. Job Descriptions

Each land bank will have many job descriptions. Smaller land banks will blend job descriptions which would perhaps constitute separate job descriptions in a larger land bank. Job descriptions promote accountability and provide staff with what is minimally expected of them. Some

important initial job descriptions include the Executive Director, Controller-Finance Director, Account Clerk, Acquisitions-Dispositions Director and Property Manager.

See: Forms 6, 7, 8, 9, 10.

H. Health Insurance

If the land bank is staffed by the County or other W-2 governmental employer, staff health insurance and benefits are covered by such employer. Otherwise, health insurance benefits must be procured. Because the land bank is a separate private-public organization, it can contract with the County's health insurance group to pool the land bank's health benefits. This does not mean that the County provides health insurance or health insurance premiums. Rather, this is akin to the pooling of health insurance by companies who are members of a chamber of commerce in order to obtain lower insurance rates. In this way, it is more likely the insurance premiums will be more favorably rated, and less expensive. It is likely that the County government would need to approve this contract, but it is in everyone's interest that it be done. Ohio law allows this pursuant to R.C. 9.833.

I. Employee Manual

The land bank Board will select and hire its executive director or president. Perhaps the Board will weigh in on subordinate senior staff. The Board should rarely get involved in lower level hires. Once staff is selected, the land bank should have an employee manual which governs the day-to-day expectations and rules of employment. This includes vacation time, sick time, code of conduct, and the host of other things that typically go into an employee manual. Sample employee manuals are available on line and through various agencies that provide forms. **See: Form 11.**

J. Payroll Issues

If staff consists of governmental W-2 employees, then payroll will be handled by the governmental employer. If the land bank's staff is independent, the land bank can provide the payroll service in-house or hire an outside payroll company. This publication recommends hiring an outside payroll service to handle all the withholding, sundry deductions and the annual W-2 process for tax purposes. A payroll service is well worth the cost.

IX. Staff

From experience, it is best for the Board to select an experienced Executive Director, who should be free to select his or her personal executive assistant, followed by a Finance Director, IT-Research Director, followed by those directors responsible to execute the operations and

functions of the land bank. Obviously, there is no room here to hire anyone other than expert, experienced, dedicated and trustworthy people. Because accounting and operations require systems integration, these would be essential hires at the front-end.

X. Accounting Policies

Like any organization, setting up account codes and policies, from check requisitions to credit card policies, is a must. Each finance director will have preferences, but many of these policies are available on-line or by trade association sample manuals employing generally accepted accounting practices. **See: Examples of some useful forms are shown in Forms 12, 13, 14, 15 and 16.**

XI. Property Profile and Systems Integration

All of the accounting should be integrated into the research and inventory tracking. All activities, whether a demolition, renovation, grass cutting, should not only be tracked for quality control purposes, but also for accounting and tracking every expense on a property-by-property bases. No matter how good the land bank does its work, if it cannot track its work and every expense, this will be a consistent blemish on its good work. This will be discussed in the IT-Research part of this presentation.

XII. Insurance

A. Insurance Forms

The land bank operations should not commence until all insurances relating to its operations are procured. If it is being operated and funded directly by the County, then perhaps most of the needed coverage would flow through the county. However, this should not be assumed. The land bank is a separate legal entity with separate legal exposure. Although S.B. 172 has implanted sovereign immunity onto land banks under the R.C. Chapter 2744, the land bank needs coverage such as office and general liability coverage, property coverage, and coverage for non-office operations (environmental liability, privacy, automobile liability, and director/officer's liability to name a few). Public officials who are also members of the organization must be insured as any directors of any corporation even though employed by the government to which they have been elected.

As to land acquisition, property operations, demolition, rehab, etc., the land bank should have the broadest possible coverage forms. In terms of a policy "form," it is usually best to have an "All Risk" as opposed to a "Named Perils" form. The "All Risk" form covers all general activities unless expressly excluded while the "Named Perils" form, covers all "named" and excludes everything else.

B. Insuring Vacant/Distressed Assets

Initially, it may be difficult to find an underwriter for all the land bank activities. Typically, property insurance is designed to cover properties that are occupied, well kept, and contain value. The land bank's typical "trade stock" is vacant and abandoned, low value properties--properties that underwriters typically seek to exclude from coverage. Never the less, underwriters will insure the land bank's property and operations once its operations, mission and systems are understood.

The Cuyahoga Land Bank, for example, has insured vacant, distressed properties by negotiating an upfront minimum property premium based on a cost per \$100.00 of valuation. For example, for 1 to 4-family dwellings, the insurance cost would be \$.10 for every \$100 in value for vacant residential properties; and \$.20 for every \$100 in value for vacant commercial properties. This is all negotiable. Vacant property insurance is the "trickiest" part of the insurance package. The rest of the coverages are more conventional and should be quickly procured.

Because of the diverse types of insurance required for a fully functioning land bank (i.e. office package, employers liability, vehicles, management liability, umbrella, land bank property, general liability, privacy, etc.), it will not be unusual to end up with several underwriters as part of the entire coverage package. Your insurance agency should take the lead in securing the complete package. **See: Forms 17, 18, 19, 20.**

C. Insurance Procurement

How an underwriter classifies the unique risks of a land bank, could result in very disparate premium quotes. Therefore, a simplified request for proposal ("RFP") should be submitted to several experienced insurance agencies to get quotes from their network of underwriters. It is unnecessary to send this RFP to numerous insurance agencies (three to five agencies is sufficient) because insurance agencies solicit most of the same underwriters. And, once an underwriter responds to one soliciting agent, the underwriter is typically reluctant to quote anything differently to another soliciting agent.

D. Practice: Floating Inventories

With respect to the practice of insuring a "floating" inventory properties and activities conducted thereon, one method for making sure that all properties (and activities thereon) are covered is to have the policy automatically cover every acquisition, provided that such acquisition is reported to the insurer by a date certain in the following month (i.e., the 10th or 15th of the following month). In this way, all properties and activities thereon automatically become insured, and the premium cost for the "floating" nature of the inventory can be adjusted during routine periodic premium audits upward or downward based upon the flow of properties. The insurance policy

will likely require a minimum premium covering property "up to" a certain threshold beyond which such premium adjustments will be made.

Lastly, every outside vendor contractor doing in substantive contract work for the land bank (demolition, inspection services, environmental review, repair and rehab, etc.) should have a very strong land bank indemnification contract clause indemnify the land bank. The agreements should also require vendor certificates of insurance naming the land bank as an "Additional insured."

XIII. Board Relations and Ethics

A. Ethics Policy

While opinions may vary, the land bank is declared to be a public authority for purposes of compliance with the State's ethics statutes. This is all the more reason to establish a meaningful and strict ethics policy. This is not to be confused with the board members who are also elected officials who are subject to additional ethics laws. As to elected officials serving on the board, family relationships, donations, contributions, etc. involving a land bank vendor should be disclosed.

Forms should be established which are signed by each board member acknowledging receipt of the land bank's ethics policy. Likewise, elected officials on the board should sign a disclosure form disclosing any possible conflicts or ethical issues. **See: Form 21.**

B. Board Manual

Every land bank should have a general Board of Director's Manual as a quick and convenient reference. This manual should include these minimum basic documents:

- a. Names, address and telephone numbers of key staff and other board members
- b. Original governing documents (Articles of Incorporation, By-Laws, Legislative Authorizations, the Agreement and Plan)
- c. A matrix identifying each member, their basis for being on the board and their term
- d. The land bank's Ethic's policy
- e. The State Ethic's statute as it relates to board members who are elected officials
- f. Corporate Code of Regulations
- g. Receipt and Disclosure Forms

C. Board Communications

Some board members may have never served on a private or quasi-private working board. Elected officials are often on boards in a non-working, non-voting capacity. It is essential that the board operate as a professional, working board. A Board should adhere to commonly-

accepted professional board practices. There are many excellent books and resource materials on the proper interaction amongst board members themselves, the executive director and staff.

The board chairman and the executive director should have a robust communication line and keep each other informed on important policy issues or serious operational matters. Together they should set the agenda and promote needed policy. Proper communications is critical. When a board member receives a packet of information prior to a board meeting, questions should be directed to the executive director and not subordinate staff. It is bad for morale and unprofessional for staff members to contact "favorite" board members to complain, and just as unprofessional for a board member to entertain such communications. Board members should avoid the impulse to engage in operations. Directors must focus on policy and oversight of the land bank.

In the case of elected officials, it can be said that they have a blended fiduciary to the corporation and their elected office. Most corporate codes place each director in a fiduciary relationship to the land bank. On political matters or votes involving a potential conflict, common sense may call for a board member to recuse himself.

The Board is not in the nature of a "legislative" body. While it exercises oversight, a non-profit professional board does so in a way which seeks to advance the interest of the corporation, protect its reputation, support and give encouragement to its executive director and staff with the goal of making them as successful as possible in the land bank's mission. It is more of a team relationship which should grow more intimately over time so that personalities, ways of thinking, strengths and weakness can be accommodated. Some states enumerate specific qualification for board members while others don't. It is common sense for the board to be configured in such a way that includes legal and real estate experience, financial experience, a heavy emphasis on community development and sound business acumen.

XIV. Open Meetings and Public Records

A. Open Meetings

Ohio law requires that land bank meetings be open to the public. All records are deemed public. Land bank legal counsel should prepare an opinion for the land bank describing the method of maintaining public documents, explaining any statutory exceptions and the method of responding to public records.

B. Public Records

Land bank documents are subject to the State's open records laws and must be made available on request. Exceptions for confidential documents typically relate to active negotiations and

transactions in real estate, litigation, personnel and other such commonly accepted exceptions. For this reason, a records retention policy is important to promote transparency, but also to protect confidential information. Land bank counsel should prepare an opinion describing the scope of public records.

These policies would include the labeling and tracking of public documents, best practices for retaining hard copies, capturing select electronic files; establishing exceptions to public records; eligibility for the timely document destruction consistent with law. **See: Sample Records Retention Policy is referred to in Form 22.**

XV. Acquisition of Properties: Pipelines, Title, Practice

A. Acquisition Pipelines and Considerations

Property pipelines are necessarily based upon capacity, priorities and abilities to establish relationships with pipeline grantors. These priorities can be based on: 1.) the nature of the grantor itself (i.e., tax foreclosure, State Forfeiture list, housing courts, FNMA, HUD, REO); 2.) the activities of that grantor (flipping, auctions, etc.); 3.) unique market conditions; and/or, 4.) strategic single-purpose and targeted considerations. The use of the land bank as a "tool" for land assembly, land clearing, title cleansing, tax free land holding, etc. can be as surgical or broad as the community's priorities and funding dictate.

B. Title Work, the "Schedule B" and Marketable Title

How does the Prosecutor (in the case of a tax foreclosure) or a bank (in the case of a private foreclosure) assure that all parties are named in his/her lawsuit? It is by virtue of a "schedule" in a title report called a "preliminary judicial title report" which is filed with all foreclosure suits. It is essentially a title guaranty to the court guaranteeing the status of existing record title. This preliminary judicial report includes a "Schedule A" which generally describes the property and the current owners of record. A "Schedule B" lists all interest and lien holders on the title and is the source from which all of the aforesaid defendants get named in the lawsuit.

1. Tax Foreclosure

In a tax foreclosure case, because title clearance typically is eventually declared by a Court decree, it is not necessary to spend large sums on title policies and lien searches to assure the land bank is receiving good "marketable title." Perhaps initially, the land bank should order full title commitments for the first batch of prospective properties eligible for receipt from tax foreclosure. This would allow the land bank to make sure and test whether the foreclosure process, in fact, effectively follows the above process and that all Schedule B defendants are named in the Complaint. While there is every reason to believe the Prosecutor and Magistrates will foreclose properly, every pipeline, at least at first, should be tested to insure that the land bank receives good title.

2. Non-Tax Foreclosure Acquisitions

Titles from governmental or quasi-governmental pipelines (HUD, Fannie Mae, Freddie Mac) should also initially be tested with full title commitments to ensure clear and marketable title is conveyed to the land bank. These institutions acquired title themselves from the private foreclosures of their servicing financial institutions. As with tax foreclosures, this almost universally results in title cleansing. The same preliminary judicial report, Schedule B assures that title is cleansed for the same reasons as in tax foreclosure, i.e., naming and serving all parties listed on the Schedule B. Once tested with an initial batch of transfers, it is usually sufficient merely to do the less expensive lien searches to make sure that no liens have attached from the time that HUD or Fannie Mae acquired title, to the time the property transacts to the land bank.

3. Private Grantors and Deeds-in-Lieu

All transfers to the land bank from third parties should always be preceded with full title commitments and policies to assure the land bank receives marketable title. Prior to receiving title, the land bank should examine a current "Schedule B" issued from a title company which shows no liens or encumbrances. If it shows liens, the land bank should not acquire the parcel until they are removed. All purchase agreements should also have a contractual commitment from all grantors warranting marketable title.

4. Easements, Restrictions vs. Encroachments, Reverters, Deed Restrictions

Title defects and liens shouldn't be confused with common easements and restrictions of record for such things as above or below-ground utilities and public rights of way. These are usually acceptable limitations to title. Over time, an experienced examiner will distinguish acceptable limitations from unacceptable things like reverters and deed restrictions.

C. Acquisition Contracts and Due Diligence Efforts

1. Inspections

Some level of pre-acquisition due diligence is required for all acquisitions even if the intended disposition is demolition. This diligence is in addition to the title due diligence discussed above.

Prior to acquisition, there is no shortcut to a physical on-site property inspection. Staff or hired inspection vendors should look at the house from many perspectives. Is the home vacant? Are there squatters? Does the home have a realty "For Sale" sign? In the case of tax foreclosed vacant and abandoned property, there is typically no opportunity to observe the interior of a home

unless, of course, the home is open and unsecured. Exterior inspections should still occur with pending tax foreclosures.

Properties acquired from third parties (Fannie Mae, HUD, housing court, REO's), permit pre-acquisition land bank access to homes to determine interior and exterior physical conditions. A property inspection form should be filled out and used to populate the land bank's internal property profile system. The form should identify key exterior conditions, occupancy, and primary interior conditions (mechanical, electrical, plumbing, roof, foundation, basement, etc.). This allows the land bank staff to track the general trajectory of the property (rehab, hold, demolition) once entered into the land bank's property profile system. **See: Form 23.**

Lastly, pre-acquisition due diligence includes a very general market value search. Even if a property has good "bones" on it, poor market conditions may still require demolition. Absent a qualified investor/rehabber in such situation, it is very costly to hold such a property indefinitely. Market determinations can be discerned through staff institutional knowledge about neighborhood conditions, the Treasurer's or Auditor's appraisal, services such as Zillow (which admittedly are not always reliable) and real estate "broker price opinions" are helpful.

2. Contracts

Acquisition and disposition legal forms are as numerous as there are attorneys who draft them. Although unique contracts for unique transactional situations will always occur, certain things can be dealt with uniformly, if possible. Transaction fees and proration of taxes in non-tax foreclosure cases, escrow and title insurance costs, marketable title, should always be agreed to in advance.

For the land bank's routine transactions, simplicity is better. For deeds-in-lieu of foreclosure, a simple one or two page agreement tracking the statutory prerequisites followed by simple conveyance language is suitable. Similarly, acquisitions of donated distressed properties from a bank REO with which the land bank has an ongoing relationship or protocol can utilize a similar one or two-page agreement. This agreement basically confirms: 1.) that the transaction is "as is" with all defects or with representations otherwise 2.) that the grantor in all cases is conveying marketable title; and 3.) assuring that all tax prorations and nuisance related charges are paid by the grantor. For some REOs donating property, they are comfortable with the National Stabilization Trust contract form which is very lengthy, but provides for delivery of "marketable title". **See: Forms 24 and 25 (Short Form Conveyance Agreements).**

Beyond assuring marketable title, and addressing transaction costs and prorations, the land bank should never execute contracts which indemnify the grantor for pre-acquisition or unknown nuisance liens, expenses and water charges.

D. Acquisition Contracts and Due Diligence Efforts

Being "strategic" is a platitude all land bankers, planners and policy makers espouse. What does "being strategic" mean in the context of distressed properties and limited capacity? The predicate to being strategic certainly would require available and credible data and research. Depending on the county, common databases include GIS, Auditor's data, Treasurer's data, Clerk of Court's dockets, Sheriff's data, Recorder's data and private sector real property databases. Even if this data is readily available and reasonably updated, these databases often do not "see" each other, and certainly not spatially nor in real time. What kinds of filters are useful for analyzing a particular acquisition? On a spatial or geographic polygon basis, certainly these would include:

- Surrounding Updated tax delinquency
- Surrounding Private foreclosures status
- Surrounding Pending tax foreclosures
- Surrounding Code violations and condemnation notices
- Surrounding Active building permits
- U.S. postal records showing vacancy
- Surrounding land bank or municipal lots
- Other Planning Districts

To be able to analyze an acquisition with this kind of information promotes strategy. Below is a Case Study. In the face of limited resources, every land bank must have some level of analysis to help guide acquisitions and dispositions.

Case Study in Ohio

In Cuyahoga County, it was determined that the major destabilizing activities included the aggressive trafficking in properties by HUD, FNMA and tax foreclosure Sheriff's sales. Of course, private REOs were and still are engaged in this activity. Because FNMA, HUD and tax foreclosure involve government processes or agencies, it was determined that establishing bulk acquisition agreements to stop this trafficking was, in itself, an important early strategy of the Cuyahoga County land bank. On a countywide basis, HUD and FNMA agreed to transfer all properties valued at \$25,000 and under to the land bank. Because Sheriff's sales also resulted in a high degree of speculation, the Cuyahoga Land Bank accepts vacant abandoned properties from tax foreclosure.

As a result, the Cuyahoga Land Bank receives in excess of one hundred (100) properties monthly on terms which, by design, are not initially based on a geographic strategy. Through the development of an information system called "The Clumper," the Cuyahoga Land Bank is able

spatially to quickly evaluate properties and which activities will have more or less impact in light of the factors listed in "The Clumper". By integrating all of the aforesaid public databases on a spatial level, a parcel's strategic significance can be evaluated on a street, or entire block, or within a polygon or a concentric ring. Within the specified boundary, the land bank can quickly evaluate the parcel's proximity to other land bank properties; other city land bank properties; other pending tax foreclosures; tax delinquent properties not yet in tax foreclosure; other abandoned structures or vacant lots; municipally condemned properties; and projects where large building permits have been pulled, etc. By subjecting a prospective acquisition to "The Clumper", the Cuyahoga Land Bank can be more analytical and strategic.

"The Clumper" also allows individual planning districts, localized development plans and other land use plans to be added as filters (i.e., urban agriculture zones, water retention areas, community development plans, shrinkage districts, etc.) in order to promote meaningful land dispositions. Most recently, it signed an agreement with the Northeast Ohio Regional Sewer District to filter its combined sewer overflow areas into "The Clumper" in order to acquire properties that will help the region's above ground water retention needs.

This can be a highly complex activity but is presented here merely to give the reader the scope of possibilities.

E. Interaction with Cities, Water, Sewer and Other Assessments

1. Introduction

There are many levels at which a land bank can interact with municipalities. It can be on a case-by-case basis, an ongoing acquisition/disposition arrangement, code enforcement agreement, or a simple "handshake" with particular city officials. Although a formal agreement or other written protocol is desirable, it not necessary.

2. City, Water and Nuisance Assessments

When a land bank acquires a property from tax foreclosure or otherwise, it is important to determine whether the property is encumbered with municipal nuisance or water and utility liens. If the property has been vacant and abandoned for some time, the municipality often cuts the lawn, boards the property or demolishes the structure. These charges often get placed on the tax rolls for the property.

The bulk of these nuisance abatement costs either find their way to the tax roll, or in the case of water liens, result in an administrative hold on any disposition, utility reconnection or demolition of a property. When a land bank acquires a property, tries to sell it or pursue demolition/rehab,

the land bank must find practical ways and protocols with member municipalities to settle these administrative holds. Such items would be particularly appropriate for an MOU. For example, if a land bank has a blighted property which it seeks to demolish, a permit is often delayed by the water department even though the land bank never incurred the water bill. There should be an MOU or some other written protocol between the municipality's water department and the land bank authorizing the demolition. Even though the water bill or nuisance charge was not incurred by the land bank, lower level administrative officials are not often equipped to make such judgments or such distinctions in real time. To avoid delays in the demolition permitting process, the transfer of property to a responsible rehabber or the reconnection of water service for a rehabilitation, these matters should be addressed in a MOU or some similar protocol. Fortunately, this entire issue has been resolved at the land bank and consumer level with the recent passage of S.B. 172.

So that the municipality and the land bank are not acting at cross purposes, there should be a mechanism by which a city can withdraw these liens and charges quickly so that the land bank can reclaim, demolish or improve such a property without having to pay the charges. Of course, the underlying money charges should still be a charge against the prior owner(s) who incurred these charges. **See: Form 26.**

XVI. Disposition and Holding

A. Introduction

Disposing and holding of properties involves vendor prequalification, field servicing, vendor inspections, safety issues, sales agreements to rehabbers, rehabber specifications, demolition and environmental assessments, etc. From the acquisition process, to the property management/disposition process of the land bank operation, this section addresses many of the forms and practices associated with holding and disposing of properties.

B. Vendor Prequalification Statements

When a land bank becomes operational, there will be numerous vendors desiring to provide a multitude of services. This includes rehab work, demolition, inspections, appraisal, professional services such as lawyers, environmental consultants, financial and title services. It is undeniable that in most (although not all) situations, the best practices would be to place the land bank's services out for bid. **See: Form 27.**

A vendor prequalification form ("PQF") serves the twofold function of requiring vendors to provide qualifying information about themselves, and as a source from which vendors can be solicited to bid on needed services. The PQF allows a company desiring to work for the land bank to set forth its "bona fides," its ability to secure insurance, its history, its references, etc.

non-profit groups, staff, city officials, and other community groups should invite known qualified rehabbers to fill out prequalification forms.

C. Field Servicing

The land bank must avoid a reputation of being a bad property owner or a "flipper." From the moment a property is acquired, it must receive some level of "field servicing" i.e., the basic "maintenance," care and monitoring of a property while held for demolition or future disposition. Field servicing consists of initial lock changing, board up of entrances and windows, removal of trash and debris, termination of utility services, weatherization (if water and heat need to be kept on).

Field servicing must be reliable both in quality and frequency. Community groups, neighborhood groups or volunteers should be cautiously utilized because of reliability concerns, liability for injuries to volunteers, union and other related concerns. If a land bank is engaged in any significant property holdings, a professional field servicer similar to those used by banks is needed. This presentation suggests that the land bank has a few sources for these services for back-up. Field services can be procured through a request for proposals (RFP). The RFP carefully defines the services required, the insurance requirements, the program needs and billing accountability features associated with the activity.

On a property-by-property basis, a professional field servicing company must be able to accurately document and correlate billing, actual services and work orders in real time using multiple photographs of before-and-after service to a property. This information must be instantly transmitted electronically in property-specific files. Because some of the services will be a la carte, (grass cutting, board up, debris removal, lock changing, etc.), a very detailed a la carte billing menu should be incorporated into the ongoing accounting system of the land bank. The land bank needs this detail so that it can be accountable itself for the expenditures it makes for field services.

Once the field services requirement is professionally secured by the land bank, it can then engage other community collaborations. For example, the Cuyahoga Land Bank has agreements with smaller contractors and other non-profits such as the Court Community Service Program whereby community offenders perform lot cleaning in lieu of jail sentences. This type of service is acceptable because the service amount is calibrated to the capacity level and program supervision. Also, Court Community Service Programs are often fully insured, volunteers and "workers" are covered for the equivalent of workers compensation coverage for injuries and general liability, and are willing to indemnify the land bank. **See: Forms 28, 29, 30, 31.**

XVII. Rehabbers: Vetting; Sale Agreements to Third Parties and Rehabbers

Sales agreements to the land bank were discussed in the previous section dealing with acquisitions. This section concentrates on the agreement between the land bank and a proposed buyer/rehabber of land bank properties. Once a land bank concludes that a property should be rehabilitated, certain decisions must be made as to: 1.) who the rehabber is; 2.) the reasonableness of the rehabber's specifications; 3.) the standard of rehab; and 4.) and how work quality/completion will be enforced.

A. Vetting Rehabbers

Regarding the quality of the rehabber, there will be rehabbers with high standards and well-known reputations. There will also be rehabbers who do not specifically have a bad history but rather have no verifiable history. The land bank can vet rehabbers without being overly burdensome or sacrificing standards. Having a sound vetting process will prevent the land bank from being accused of property "flipping."

One vetting model is based on financial capability of the rehabber. This model is administratively staff intensive and can disqualify rehabbers who may not have "letters of credit" or bank financing, yet have a known track record and can get the job done. How are sufficient financial resources verified? Who underwrites the rehabber's financial capability? If informal financial underwriting is the standard to be used to qualify rehabbers, who will administer draw requests? Certainly, independent organizations can perform underwriting services and construction draw management for a fee, but trying to incentivize private rehabbers (big and small) with unwieldy underwriting criteria may discourage most small, but otherwise industrious and resourceful rehabbers. Below is a Cuyahoga Land Bank case study on this issue:

B. Sales to Qualified Rehabbers: A Case Study

Cuyahoga County Case Study

- **Step One**
 - The Cuyahoga Land Bank has an electronic property "showing" system whereby properties are shown to interested rehabbers. All Cuyahoga Land Bank properties are posted on its website with property profile information, i.e., parcel number, address, neighborhood, square feet and availability. Rehabbers are invited to fill out the PQF, and submit their best offer along with basic specifications.
- **Step Two**
 - The land bank's professional property manager creates and posts code-compliant specifications based on the land bank's pre-inspections made during the land

bank's acquisition process. This requires a further, more intensive property inspection by a "spec-writer."

- **Step Three**

- Based on the PQF, there is an "above-the-line" as well as "below-the-line" evaluation of the rehabber. "Above-the-line," means the rehabber's company and its principal officer or officers are 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. The point is to make sure that there are no obvious flags. "Below-the-line," means the rehabber can point to verified, previous successful rehabs and, ideally, references from quality community organizations or city officials.

- **Step Four**

- Once the rehabber is successfully vetted, and an offer is accepted on a particular property, a basic improvement specification form is given to the rehabber to complete declaring his/her intended scope of the proposed work. The form contains categories for all the common trades (roof, drywall, mechanicals, etc.). It must be remembered, that this form is not completed in a vacuum. The land bank property manager already has a fairly extensive pre-acquisition and post-acquisition inspection report and photographs in order to verify the reasonableness of the rehabber's compliance with the code.

- **Step Five**

- Once the rehabber has been vetted, and the scope and price of work agreed to (price often nominal in the case of seriously distressed properties), the land bank then enters into an agreement which commits the rehabber to the rehabilitation. How is a rehabber held to its commitment and how is that commitment enforced?
- Community groups and city land banks use deed restrictions or deed reverters. On paper, these legal "enforcements" make sense, but they do not provide practical enforcement. Once a property is transferred to a rehabber who fails to perform as promised, the fact that a land bank can file lawsuits to enforce a reverter or deed restriction is not a practical or costly alternative. The Cuyahoga Land Bank uses either a "straight" purchase agreement for verifiably qualified rehabbers; or a "deed-in-escrow" agreement.
- Under the "straight" sale agreement, if a rehabber does not perform as promised, all purchase money is forfeited and a "default lien" is placed on the property making it harder to "flip" the property.
- 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 (or the equivalent) 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:

- the land bank 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 (no *quantum meruit* rights);
 - this process is based on a predictable and objective standard, i.e., Certificate of Occupancy or permit closure;
 - the property remains in a tax-free state while the rehab is being completed;
 - the rehabber is not required to pay the purchase price until the work is completed thereby not tying up his/her money.
- Entry into a deed-in-escrow 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 land bank. If the rehabber fails to perform as promised, the land bank is free to file the deed back into its name. **See: Forms 32, 33, 34, 35.**

XVIII. Demolition and Environmental Practice

In the context of widespread urban vacancy and abandonment, demolition will likely be an important land bank activity. Whatever the land bank's demolition strategy, demolition has become increasingly more complex. Prior to acquiring property, the land bank must: 1.) establish beforehand its procurement practices, bidding and demo specification package forms; 2.) pre-qualify a pool of demolition contractors seeking to bid; and, 3.) studying carefully the demolition permit process in those jurisdictions where most of the demolitions will be occurring.

Whether a property is demolished is typically determined early on during pre-acquisition assessment. Except with emergency demolitions, the property is held for some time in order to write and publish demolition bid specs, comply with environmental rules, solicit bids, award and execute demolition contracts, and ultimately secure permits. While the demolition permitting process varies from city to city, certain things apply to all demolitions. For quality control purposes, staff should be familiar with these processes even though the demolition contractor applies for and secures the permit. **See: Forms 36, 37, 38, 39, 40, 41.**

A. Permitting

While each jurisdiction is different, the following generic things usually apply to procuring a demolition permit. These activities typically involve a fee.

- Filling out the permit application
- Confirming parcel number and geography by planning or engineering department
- Securing an overweight vehicle permit
- Procuring a right of way/obstruction permit for dumpster
- Securing a water hydrant permit from the water department for dust control
- Securing a release from the water department for back water charges
- Securing a sewer closure, water cut-off and sewer closure permits

Some jurisdictions have a "one-stop shop" and perform these activities electronically. Other jurisdictions will require demolition contractors to travel to multiple city offices (some of them in different buildings) to secure this paperwork. By understanding these realities, land bank staff can hone in on permit bottlenecking problems and advocate intelligently to the appropriate city supervisory personnel to correct problems.

B. Environmental Compliance

Environmental compliance has become a costly element of the demolition process. National Emissions Standards for Hazardous Air Pollution ("NESHAP") interpretations issued by U.S. E.P.A. in November, 2010 classify large scale or recurring demolition activity as a form of "urban renewal." As such, EPA requires even a single run-of-the-mill residential nuisance demolition to be preceded with an environmental survey and a ten (10) day prior notice filing with the applicable EPA office containing the information required prescribed EPA notice form.

Prior to the November 2010 NESHAP interpretations, demolition of a 1-4 family dwelling consisted of hiring an environmental consultant to determine the existence of asbestos or other hazardous materials in a home. If the amount of material was less than the stated EPA threshold, the consultant would remove the materials, document the same and the property could immediately be demolished. If the material exceeded the thresholds, this material would be removed, taken to a lab, and properly disposed of after which the property could be demolished. Ironically, this is still the basic demolition procedure for a single, private owner of property. No survey or remediation is required for the private demolition of a residential home under US EPA rules. For cities and entities doing bulk demolitions, the NESHAP interpretations apparently classify these same residential demolitions to be "urban renewal" or "development projects" thereby necessitating the surveys and 10-day notice requirement. **See: Form 43.**

C. Bidding

It may seem that bidding out larger bundles would result in lower costs due to volume. This is not always the case. When bundling ten (10) or twenty (20) demolitions at a time in one bid package, smaller demolition contractors cannot handle this volume. These are more suitable for larger demolition contractors which have embedded capital costs and overhead. Additionally, with large bid packages, a performance bond in the bid specifications is advisable. These two factors combined often actually increase the per demolition cost. Conversely, bidding packages of 3 to 5 demolition allows smaller, more competitive contractors to bid. Larger contractors are impelled to "sharpen their pencils" in order to stay competitive. These factors may vary depending on the particular geography and jurisdiction. The best way to sort these questions out is by simple trial and error.

D. General Internal Demolition Process

- **Step One**
 - Once Property is acquired knowing it will be demolished, the land bank will order an asbestos survey from the list of land bank asbestos consultants. If the survey shows abatement needed, then an abatement contractor is selected and a work order prepared; this step can be done a bit later somewhere between acquisition and the contractor award (the sooner the better);
- **Step Two**
 - Prepare a bid solicitation and Bid Package to qualified demolition contractors containing general conditions and detailed specifications based on site review of staff or hired staff inspectors; the specifications will also instruct the bidders to visit the site and check public data to determine square foot information, etc.;
- **Step Three**
 - Send out Bids Package. Upon receipt and review of responses, lowest and best demo contractor is selected, contractors notified of award of bid;
- **Step Four**
 - Contracts package is prepared and executed, insurance verified and results of asbestos survey given to Contractor;
- **Step Five**
 - Contractor begins the permit process by pulling all necessary permits in the applicable jurisdiction (vehicle weight permit, demo permit, hydrant permit, water/sewer/utility disconnections);
- **Step Six**
 - Prior to demolition or any activity at the site, Contractor submits US EPA 10-day notice (Form: "Environmental Protection Agency Notification of Demolition and Renovation") and notifies EPA office having jurisdiction. Contractor supplies EPA office with complete asbestos survey supplied by environmental consultant;
- **Step Seven**

- Upon expiration of 10-day period, land bank issues an "Abatement Proceed Order" to either the demolition contractor (if authorized to do asbestos abatement) or to the licensed asbestos remediator;
- **Step Eight**
 - Upon asbestos/hazardous materials removal, land bank verifies proper disposal (lab reports, dump tickets, confirm location receipts for disposal, etc.) whereupon the land bank issues a "Proceed Order" to the demolition contractor;
- **Step Nine**
 - Site inspections are made by staff/field inspectors to assure proper fill, seeding and debris removal;
- **Step Ten**
 - Contractor submits invoices with Lien Waivers, dump tickets and photos of the site, and receives payment in a few weeks, less a 10% retainage to assure no problems with the fill, seeding or damage to sidewalks or neighbors has occurred.

E. Billing

Like other development contracts, the land bank should require a "retainage" so that if a lot was not properly seeded, a sidewalk was cracked and unrepaired, a neighbor's fence was damaged, etc., the contractor will make the corrections. **See: Form 42 (Site Finishes)** The retainage should be held for 6-8 weeks. Payment of the price (less retainage) should not be made earlier than three weeks after work completion to assure that no immediate non-conforming work is disclosed. It is important that prompt and predictable payment be made to contractors. The more timely a contractor can be paid, the more willing he/she will be to go the extra mile for unpredictable issues occurring in the field.

XIX. Information Technology, Research and Strategy

Discussion of "Property Profile System." **See VIII (C) AND (D).**

Appendix of Sample Forms

The forms listed in the Appendix are public samples taken from the Cuyahoga Land Bank. These are for reference only and should be customized for each Land Bank.

1. Section 115 Legal Opinion - Charitable Status Opinion (*Cuyahoga Land Bank Application Only*)
2. Sample By-Laws
3. Sample Executive Director Authority Resolution
4. General Agreement and Plan
5. Organizational Task Grid
6. Job Description: Executive Director
7. Job Description: Acquisitions, Demolition Director
8. Job Description: Finance Director
9. Job Description: Programs Director
10. Job Description: IT-Research Director
11. Employee Manual
12. Chart of Accounts
13. Use of Corporate Credit Card
14. Property File Procedures
15. Vendor Approval Procedure
16. Internal Control Procedures
17. Sample Land Bank Insurance Coverages and Declarations
18. Insurance RFP Solicitation
19. RFP Insurance Award Letter
20. Standard Form Indemnity Clause
21. Comprehensive Ethics Policy
22. Public Records Policy
23. Level 1 Inspection
24. a. Request for Deed-in-Lieu
- b. Deed-in-Lieu
- c. Request for Tax Roll Removal
25. Simple Conveyance Agreement
26. Water Assessment Protocol
27. Prequalification Form
28. Field Service: Broad Form RFP
29. Field Service: Short Form RFP
30. Broad Form Field Service Contract
31. Short Form Field Service Contract
32. Basic Purchase Agreement
33. Purchase Agreement to Community Group
34. Deed-in-Escrow Agreement
35. Side-Yard Application
36. Demolition Specifications
37. Demolition Contracts

- 38. Asbestos Survey Contract
- 39. Asbestos Abatement Agreement
- 40. Demolition Procurement Forms
- 41. Notice to Proceed
- 42. Post Demolition Site Finishes Policy
- 43. 10-Day Notice Form