

RESOLUTION NO. 2017-09

VILLAGE OF SEVEN MILE
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE VILLAGE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE BUTLER COUNTY LAND
REUTILIZATION CORPORATION**

RESOLVED by the Village Council of Seven Mile, Butler County, Ohio,
that

WHEREAS, Vivian Gorsuch, Village Mayor, requests the Village Council
authorize her to execute a memorandum of understanding with the Butler County
Land Reutilization Corporation; and

WHEREAS, the Butler County Land Reutilization Corporation ("The Land
Bank") has been organized under sections 1724 and 5722 of the Ohio Revised
Code to further the goals of strengthening neighborhoods by returning vacant
and abandoned property to productive use, strategically acquiring properties to
reduce blight, promoting economic development, increasing property values, and
thereby improving the quality of life of all Butler County residents, and for
additional lawful purposes consistent with these goals, and;

WHEREAS, the Village of Seven Mile desires to collaborate and
cooperate in furthering the goals of the Land Bank through the reclamation,
rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real
property located in the Village of Seven Mile, Butler County, Ohio as such needs
may arise;

THEREFORE BE IT RESOLVED that the Village Council hereby
authorizes the Mayor to execute a memorandum of understanding with the Butler
County Land Reutilization Corporation, and that this resolution is in the best
interest of the public health, safety and general welfare.

Council Member Melissa Mick moved for the adoption of the foregoing
resolution. Council Member Larry Anglin seconded the motion and upon call of
roll, the vote resulted as follows:

Council Member	<u>McGwire</u>	<u>Yes</u>
Council Member	<u>Williams</u>	<u>Yes</u>
Council Member	<u>Anglin</u>	<u>Yes</u>
Council Member	<u>Mick</u>	<u>Yes</u>
Council Member	<u>Mullin</u>	<u>Yes</u>
Council Member	<u>Askill</u>	<u>Yes</u>

Adopted: February 6, 2017

Vivian M. Gorsuch
Vivian Gorsuch, Mayor

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Seven Mile Fiscal Officer this February 6, 2017

Laura Y. Oliver
Laura Oliver, Fiscal Officer

APPROVED AS TO FORM:

Seth A. Cantwell
Seth A. Cantwell, Law Director

MASTER MEMORANDUM OF UNDERSTANDING

This Master Memorandum of Understanding (“MOU”) is made and entered into between the Butler County Land Reutilization Corporation (the “Land Bank”) and the Village of Seven Mile (the “City, Village or Township”), known collectively herein as “the Parties,” for the purposes of furthering the mutual goals of the parties, furthering collaboration between the parties, establishing policies and procedures that allow the Parties to undertake their respective business collaboratively and concurrently, and for any other purposes that further the mutual goals and interests of the Parties.

This MOU is made effective as of this 16th day of February, 2017, and this date shall be known herein as the “Effective Date.”

Whereas, the Land Bank has been organized under Sections 1724 and 5722 of the Ohio Revised Code to further its goals of strengthening neighborhoods by returning vacant and abandoned property to productive use, strategically acquiring properties to reduce blight, promoting economic development, increasing property values, and thereby improving the quality of life of all Butler County residents, and for any additional lawful purposes consistent with these goals.

The Parties jointly desire to collaborate and cooperate in furthering the goals of the Land Bank through the reclamation, rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real property located in the City, Village or Township, Butler County, Ohio.

This MOU formalizes the discussions and negotiations of the Parties toward entering into a mutual agreement with respect to the rights, duties and obligations of the Land Bank and the City, and the Parties collectively, subject to further amendment and revision as described in Article IV herein.

Therefore, the Land Bank and the City, Village or Township each agrees to the following:

ARTICLE I

Definitions

All terms and words used in this MOU and not defined in Article I are to be defined by their plain usage and meaning. If the Parties discover any terms and words in this MOU that the Parties believe are not clearly defined herein, the Parties shall define such terms and words in the way most consistent with the overriding mutual goals of the Parties.

All terms defined in Article I are so defined for the purposes of the Articles of this MOU and any Appendices attached to this MOU.

1. “City, Village or Township of Seven Mile” means the government of the City, Village or Township, Ohio, and all of its offices, and is used interchangeably herein with the “City, Village or Township.”

2. **“City, Village or Township Land Inventory”** means the land bank operated by the City, Village or Township, and is not used interchangeably herein with “Land Bank.”
3. **“Commercial”** means property used primarily for retail or other commercial purposes or mixed use properties that contain both commercial and residential properties.
4. **“Effective date”** means the most recent effective date of this MOU and its Appendices, as evidenced by the dated signatures of both the Land Bank and the City, Village or Township.
5. **“Industrial”** means property used primarily for industrial purposes.
6. **“Butler County Land Reutilization Corporation”** means the county land reutilization corporation organized and incorporated in Butler County, Ohio, and is used interchangeably herein with the “Land Bank.”
7. **“Multi-family residential”** means a structure containing more than four residential units.
8. **“Single family residential”** means a structure containing only residential units and containing no more than four residential units.
9. **“Unit”** means a private residential dwelling within a structure that has its own means of entrance separate from any other dwellings within the structure.
10. **“Vacant”** means a residential, commercial, industrial or other structure that is not occupied for a period of not less than six months, including both vacant land and properties that exhibit signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.
11. **“Vegetation”** means any tree, shrub, bush, vine, or any other plant life not easily recognizable as a grass.
12. **“Nonproductive Land”** shall have the meaning set forth in section 5722.01(F) of the Ohio Revised Code.

ARTICLE II

Statutory Protocols

Pursuant to S.B. 353 enacted by the 127th Ohio General Assembly and signed by the Ohio Governor on May 7, 2010, a City, Village or Township that lies within a county that has established a county land reutilization corporation possesses certain preemptory rights with respect to properties that are or may be acquired by the county land reutilization corporation.

These statutory rights, which the Parties hereby acknowledge and agree to respect, shall be exercisable by the City, Village or Township at its discretion and are as follows:

1. City, Village or Township Preemption in Tax Foreclosures

- a. Upon tax foreclosure by the County Treasurer against properties within the City, Village or Township, the Land Bank and the City, Village or Township (if the City, Village or Township has adopted and implemented land bank procedures set forth in RC §§5722.02-5722.15) are each eligible to take title to such property, whether through Board of Revision tax foreclosure, or judicial tax foreclosure.
- b. In the event that both the Land Bank and the City, Village or Township wish to acquire such tax foreclosed property, the City, Village or Township shall have the first right to acquire such property upon foreclosure, and the City, Village or Township shall have first priority to acquire such property.

2. Right of First Acquisition by a Municipality

- a. The Land Bank shall acquire property in the City, Village or Township only as set forth in Appendix "A". Upon acquisition of any property in the City, Village or Township, the Land Bank shall convey the property in question to the City, Village or Township within ninety (90) days, and the City, Village or Township shall reimburse the Land Bank for all costs related to holding, maintaining, and acquiring said property, including transactional costs, title examinations and environmental assessments, as consideration thereof, unless the Land Bank agrees to waive some or all of this reimbursement amount in writing.
- b. The City, Village or Township shall be responsible for paying the cost of any additional title examinations, environmental assessments and any other studies or inspections not already undertaken by the Land Bank with respect to such properties.

ARTICLE III

Negotiation and Execution of Protocols Agreements

The Land Bank and the City, Village or Township may jointly develop and enter into protocols agreements pursuant to the mutual written agreement of the Parties. The parties hereby enter into the following protocols agreements:

- 1. Acquisition and Disposition Protocols Agreements (attached herein as "Appendix A").

The Land Bank and the City, Village or Township may jointly develop and enter into any additional protocols agreements pursuant to the mutual written agreement of both Parties.

Subsequent protocols agreements that the Parties enter into shall be attached to this MOU starting as "Appendix B" and progressing sequentially in alphabetic order. Any such changes to the protocols agreements enumerated above shall be reflected herein under Article III, as well as in the text of the protocols agreements.

ARTICLE IV

Term, Amendment, Construction, Notices, and Assignment

1. Term of MOU

- a. This MOU may be terminated unilaterally in full or in part by either of the Parties upon sixty (60) days prior written notice of the terminating party, or by joint written agreement of both Parties at any time.
- b. Such unilateral termination shall not be of any force and effect as to any unperformed monetary or other obligations of either of the parties in effect at the time of such termination.

2. Amendment of MOU

- a. This MOU may be amended at any time by the written mutual agreement of both Parties, and such amendments shall be executed by the Parties.
- b. If at any time the parties choose to amend this MOU or any of its appendices or other attachments, the Effective Date of this MOU shall be changed to reflect the date of the execution of the most recent amendment or amendments.

3. Construction of Provisions of MOU as Severable

- a. If any specific provision of this MOU, including attached appendices, are forbidden by law, unenforceable, or terminated either unilaterally or bilaterally under the procedures set forth herein, then such provision shall be rendered without effect.
- b. If any provision is rendered without effect as set forth in Article IV(3)(a), such provision shall be construed as severable from the remainder of the MOU, and the remainder of the MOU from it, and to the extent possible by the remainder of the MOU shall be construed as operating without the stricken provision.

4. Notices

- a. All notices, requests and correspondences made from the Land Bank to the City, Village or Township shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by regular mail to the addresses indicated in Appendix A.
- b. The City, Village or Township shall endeavor to forward any notices, requests and correspondences described in Article IV(4)(a) to other City, Village or Township departments as it sees relevant.

5. Successors and Assigns; Parties in Interest; Assignment

- a. The provisions and covenants set forth and agreed to herein shall extend to and be binding upon the successors and assigns of the Land Bank and the City, Village or Township, and such provisions and covenants shall bind such successors and assigns jointly and severally.
- b. All of the provisions and covenants hereof shall be held to be for the sole and exclusive benefit of the Land Bank and the City, Village or Township, and no third party shall be deemed the beneficiary of such covenants and provisions, except pursuant to the mutual written agreement of the Parties.
- c. Each of the parties may assign any part or all of its rights or obligations under this MOU to a third party by the prior written agreement of the non-assigning Party.

6. Incorporation of MOU into the City, Village or Township's Land Reutilization Program

- a. A copy of this MOU, including all appendices and other attachments, shall be attached to the City, Village or Township's Policy and Procedures Manual governing the City, Village or Township's Land Reutilization Program, City, Village or Township Land Inventory, and "Federal" Land Inventory.
- b. Nothing in this MOU shall be construed as limiting or restricting the City, Village or Township's ability to follow its Policies and Procedures manual referenced in Article IV(6)(a) with respect to the City, Village or Township's internal activities or activities the City, Village or Township undertakes pursuant to an agreement with third parties other than the Land Bank.

7. Incorporation of MOU into Land Bank's Policies and Procedures

- a. A copy of this MOU, including all Appendices and other attachments, shall be attached to the Land Bank's Policies and Procedures as adopted by the Land Bank's Board of Directors.
- b. Nothing in this MOU shall be construed as being in conflict with the Land Bank's Policies and Procedures, and to the extent any provision of this MOU is found to be inconsistent with the Land Bank's Policies and Procedures such provision shall be severable from the MOU as set forth in Article IV(3)(a)-(b) of the MOU.

IN WITNESS WHEREOF, the Butler County Land Reutilization Corporation and the

W. Hage of Sewer Hill
February 2017

execute this Master Memorandum of Understanding as of the 17th day of

BUTLER COUNTY LAND REUTILIZATION CORPORATION

By: *Vivian M. Gorsuch*
Vivian Gorsuch

Title: Mayor

Michael M. Shannon President

Village of Seven Mile, OHIO

Approved as to Form



Seth A. Cantwell
Village Law Director

APPENDIX A

Attached to the Master Memorandum of Understanding entered into between the City, Village or Township and the Butler County Land Reutilization Corporation on 19th day of February, 2015.

ACQUISITION AND DISPOSITION PROTOCOLS AGREEMENT

1. Acquisition of Real Property in the City, Village or Township
 - a. Subject to any required approval of the legislative authorities of each of the Parties, the Land Bank shall only accept title to real property within the limits of City, Village or Township under the following conditions:
 1. The parcel is nonproductive land selected by the City, Village or Township from the list of delinquent lands as provided in ORC Section 5722.04.
 2. Donations of Land
 - A. For any parcel, the Land Bank shall provide written notice that the Land Bank has been offered title to the real property in question. Such notices shall include the address and parcel number of the property and contact information for donor.
 - B. The City, Village or Township will conduct due diligence for donation requests requiring written notice from the Land Bank at the City, Village or Township cost and respond in writing within thirty (30) days of notice instructing the Land Bank whether to accept donation or not.
 3. Future Considerations
 - A. The City, Village or Township may also utilize the Land Bank to obtain property under any other legally acceptable purposes which are now or, in the future, may be approved and adopted by the Land Bank.
2. Disposition of Real Property Acquired from the Land Bank
 - a. Subject to any required approval of the City, Village or Township, disposition of Real Property acquired by the Land Bank and subsequently transferred to the City, Village or Township shall be consistent with the current or most recent version of the City, Village or Township Master Plan, Land Use Plan, and the HUD Consolidated Plan.
3. Maintenance of Real Property owned by the Land Bank within the City, Village or Township

- a. The City, Village or Township shall be responsible for upkeep of Land Bank properties within the City, Village or Township acquired in accordance with this Appendix A and will ensure at City, Village or Township expense that all Land Bank owned parcels are compliant with the various property maintenance and nuisance codes of the City, Village or Township.
4. Special Protocols for Commercial and Industrial Properties
- a. The land bank shall not accept title to commercial, industrial or multi-family residential property in the City, Village or Township without a separate written agreement between the City, Village or Township and Land Bank for each individual transaction.
5. Notices
- a. Any notices required under this Acquisition and Disposition Protocols Agreement shall be deemed to have been duly given if delivered by hand or mailed by regular mail to the following addresses:
- If to the Land Bank: Butler County Land Reutilization Corporation
 Attn: Michael McNamara
 130 High Street, 6th Floor
 Hamilton, Ohio 45011
- If to the City, Village or Township: Village of Seven Mile
 201 High St
 PO Box 259
 Seven Mile, OH 45062
6. If the Land Bank acquires title to any real property in the City, Village or Township without compliance with this Appendix A, the City, Village or Township has no obligation to take title to such property and is not responsible for any expenses related to said property.

IN WITNESS THEREOF, the Butler County Land Reutilization Corporation and the City, Village or Township execute this Acquisition and Disposition Protocols Agreement as of the 10th day of February 2015.

Michael McNamara President
BUTLER COUNTY LAND REUTILIZATION CORPORATION

By: Vivian M Gorsuch Title: Mayor
Vivian Gorsuch

Village of Seven Mile, OHIO