

September 23, 2016

The Board of Directors represents that the record of the proceedings of the previous session on August 26, 2016 as contained in the Lucas County Land Reutilization Corporation's official electronic recording and all resolutions attached herein has been reviewed and found to be a full and accurate record of the proceedings.

  
Wade Kapszukiewicz, Chair

Attest:

  
Anne Wistow, Secretary of the Board





LUCAS COUNTY  
**LandBank**

Lucas County Land Reutilization Corporation  
Board of Directors Meeting  
Friday, September 23, 2016 at 11:00 A.M.  
Conference Room D, 12<sup>th</sup> Floor  
One Government Center, Toledo, Ohio 43604

1. Call to order by the Chairman Kapszukiewicz
2. Approval of the August 26, 2016 Minutes (posted on the website)
3. Treasurer's Report
  - a. Presentation of Monthly Financial Statements
4. Action Items
  - a. **Resolution 2016-021: Modifying the Grant Agreement with NeighborWorks Toledo Region**
  - b. Appeal Regarding Disposition of 1959 Genesee, Toledo, Ohio, 43605
5. President's Report
  - a. Projects status update
  - b. Pythian Castle update
6. Programs Report
  - a. Demolition programs update
  - b. RISE update
7. New Business
8. Adjournment



	<u>2016 Budget</u>	<u>2016 Actual</u>	<u>% to Date</u>
<b>Starting Balance</b>	<b>\$ 1,250,000</b>	<b>\$ 1,230,149</b>	-
<b>REVENUES</b>			
<b><i>Operating Revenue</i></b>			
Statutory Reutilization Fund	\$ 1,450,000	\$ 951,223	65.6%
Property Sales	\$ 250,000	\$ 335,170	134.1%
Housing Fund	\$ 150,000	\$ 150,000	100.0%
Project Reimbursement	\$ 100,000	\$ 85,126	85.1%
RISE Income	\$ 495,000	\$ -	0.0%
Investment Income	\$ 2,500	\$ 1,439	57.6%
Other Income	\$ 35,000	\$ 5,001	14.3%
<b>Total Operating Revenues</b>	<b>\$ 2,482,500</b>	<b>\$ 1,527,959</b>	<b>61.5%</b>
<b><i>Grant Revenue</i></b>			
OHFA NIP Demolition Reimbursement	\$ 4,165,000	\$ 2,554,248	61.3%
OHFA NIP Maintenance Reimbursement	\$ 480,500	\$ 355,200	73.9%
OHFA NIP Admin Reimbursement	\$ 340,500	\$ 218,387	64.1%
<b>Total Grant Revenues</b>	<b>\$ 4,986,000</b>	<b>\$ 3,127,835</b>	<b>62.7%</b>
<b>Total Revenues</b>	<b>\$ 7,468,500</b>	<b>\$ 4,655,794</b>	<b>62.3%</b>
<b>OPERATING EXPENSES</b>			
<b><i>Contract Services</i></b>			
LRC Funded Demolition	\$ 250,000	\$ 63,140	25.3%
Holding Costs	\$ 225,000	\$ 83,544	37.1%
Inspections	\$ 25,000	\$ 17,650	70.6%
Field Services	\$ 200,000	\$ 113,680	56.8%
Other Contract Services	\$ 12,500	\$ 3,405	27.2%
<b><i>Program Expenses</i></b>			
Acquisition / Disposition	\$ 25,000	\$ 12,438	49.8%
Project Match Grants	\$ 50,000	\$ 12,792	25.6%
Housing Fund	\$ 391,000	\$ 90,278	23.1%
Heritage Home Program	\$ 60,000	\$ 32,713	54.5%
RISE	\$ 842,500	\$ 71,995	8.5%
Other Program Expenses	\$ 26,000	\$ 26,706	102.7%
<b><i>Professional Services</i></b>			
Accounting/Auditing/Payroll Services	\$ 15,000	\$ 58,878	392.5%
Business Insurance	\$ 30,000	\$ 26,682	88.9%
Information Technology	\$ 35,000	\$ 21,913	62.6%
Consulting Services	\$ 15,000	\$ 13,210	88.1%
Communications	\$ 15,000	\$ 6,015	40.1%
Other Professional Services	\$ 5,000	\$ 51	1.0%



	<u>2016 Budget</u>	<u>2016 Actual</u>	<u>% to Date</u>
<b>Employee Expenses</b>			
Staff Salaries	\$ 476,000	\$ 323,369	67.9%
Payroll Taxes	\$ 40,000	\$ 27,323	68.3%
Employee Benefits	\$ 100,000	\$ 64,915	64.9%
457(b) Retirement Plan	\$ 35,500	\$ 21,996	62.0%
Professional Development	\$ 9,000	\$ 1,198	13.3%
Internships	\$ 30,000	\$ -	0.0%
<b>Office Expenses</b>			
Postage	\$ 3,250	\$ 2,440	75.1%
Equipment, Repairs	\$ 10,000	\$ 5,333	53.3%
Office and Printing	\$ 11,500	\$ 6,992	60.8%
Parking, Mileage, Fuel	\$ 10,000	\$ 8,533	85.3%
Conferences	\$ 5,000	\$ 4,027	80.5%
Rent	\$ -	\$ -	0.0%
Other Office Expenses	\$ 500	\$ 44	8.8%
Miscellaneous Expenses	\$ 500	\$ 289	57.8%
<b>Total Operating Expenses</b>	<b>\$ 2,953,250</b>	<b>\$ 1,121,548</b>	<b>38.0%</b>
<b>Grant Expenses</b>			
OHFA NIP Demolition	\$ 4,045,608	\$ 2,255,072	55.7%
OHFA NIP Environmental Services	\$ 996,744	\$ 500,550	50.2%
OHFA NIP Maintenance	\$ 586,320	\$ 82,329	14.0%
OHFA NIP Maintenance Refunds	\$ 87,948	\$ 75,100	85.4%
OHFA NIP Administration	\$ 146,580	\$ 64,850	44.2%
<b>Total Grant Expenses</b>	<b>\$ 5,863,200</b>	<b>\$ 2,977,900</b>	<b>50.8%</b>
<b>Total Expenses</b>	<b>\$ 8,816,450</b>	<b>\$ 4,099,448</b>	<b>46.5%</b>
<b>Budget Stabilization Fund</b>	<b>\$ 450,000</b>	<b>\$ 450,000</b>	<b>100.0%</b>
<b>Unencumbered Ending Balance</b>	<b>\$ (547,950)</b>	<b>\$ 1,336,495</b>	<b>-243.9%</b>



**Lucas County Land Reutilization Corporation**  
**Bill Payment List**  
**August 2016**

Date	Num	Vendor	Amount
08/04/2016	ach	Bureau of Motor Vehicles	-267.11
08/04/2016	ach	ohio bureau of workers comp	-151.93
08/04/2016	ach	Shell Oil	-52.50
08/04/2016	ach	Shell Oil	-60.53
08/04/2016	3781	A+Building Maintenance	-6,330.00
08/04/2016	3782	City of Toledo - OHFA	-23,360.00
08/04/2016	3783	David Mann	-20.59
08/04/2016	3784	DMD Environmental Inc	-1,380.00
08/04/2016	3785	Kathleen Kovacs	-3,412.50
08/04/2016	3786	Lake Erie Tree Service LLC	-975.00
08/04/2016	3787	Lucas County Auditor	-4.00
08/04/2016	3788	Lucas County Solid Waste Management	-2,250.00
08/04/2016	3789	Madhouse Creative LLC	-405.00
08/04/2016	3790	Mail It	-258.62
08/04/2016	3791	Martin + Wood Appraisal Group	-385.00
08/04/2016	3792	Mr. Snow Removal	-9,700.00
08/04/2016	3793	MT Business Technologies Inc.	-90.06
08/04/2016	3794	Neighborhood Housing Services of Toledo	-7,500.00
08/04/2016	3795	OFFICE MAX	-79.28
08/04/2016	3796	SL Hauling & Renovations LLC	-1,200.00
08/04/2016	3797	Sutter Home Inspections LTD	-500.00
08/04/2016	3798	Total Environmental Services LLC	-16,625.00
08/04/2016	3799	City of Toledo - OHFA	-87,600.00
08/04/2016	3800	City of Toledo - OHFA	-64,240.00
08/04/2016	3801	All Aspects LLC	-4,170.00
08/04/2016	3802	Ohio Secretary of State	-50.00
08/09/2016	3803	Department of Public Utilities	-2,509.75
08/10/2016	3804	ASAP Mowing	-5,520.00
08/10/2016	3805	City of Toledo - OHFA	-64,240.00
08/10/2016	3806	Collingwood Water	-37.00
08/10/2016	3807	Department of Public Utilities	-148.07
08/10/2016	3808	DMD Environmental Inc	-4,485.00
08/10/2016	3809	E & H Taylor Construction Inc.	-4,500.00
08/10/2016	3810	Jodie Goldstein	-2,740.00
08/10/2016	3811	Landscape by Michael LLC	-2,575.00
08/10/2016	3812	Midwest Environmental, Inc	-4,400.00
08/10/2016	3813	Mr. Snow Removal	-2,835.00
08/10/2016	3815	Sutter Home Inspections LTD	-850.00
08/10/2016	3816	T Smidis Hauling	-1,044.45
08/10/2016	3817	Total Environmental Services LLC	-2,580.00



## Lucas County Land Reutilization Corporation

08/10/2016	ach	Community Progress	-1,535.00
08/10/2016	ach	Data Services	-126.87
08/10/2016	ach	InColor Inc.	-25.85
08/10/2016	ach	NWGS	-128.00
08/10/2016	3818	SL Hauling & Renovations LLC	-750.00
08/18/2016	ach	Barneys Gas	-65.00
08/18/2016	ach	Home Depot	-53.78
08/18/2016	ach	Shell Oil	-57.50
08/18/2016	3819	American Lawn Services	-4,920.00
08/18/2016	3820	City of Toledo - OHFA	-70,080.00
08/18/2016	3821	Department of Public Utilities	-295.86
08/18/2016	3822	DMD Environmental Inc	-2,760.00
08/18/2016	3823	Lake Erie Tree Service LLC	-1,500.00
08/18/2016	3824	Landscape by Michael LLC	-5,040.00
08/18/2016	3825	Lucas County Auditor	-1.00
08/18/2016	3826	Lucas County Health Benefits	-8,343.55
08/18/2016	3827	Mary Murray	-1,850.00
08/18/2016	3828	Midwest Environmental, Inc	-34,950.00
08/18/2016	3829	Mr. Snow Removal	-1,050.00
08/18/2016	3830	Patrick & Debbie Poirier and Alternative Home Repair	-3,625.00
08/18/2016	3831	SL Hauling & Renovations LLC	-2,250.00
08/18/2016	3832	Sutter Home Inspections LTD	-450.00
08/18/2016	3833	Verizon Wireless	-189.50
08/18/2016	3834	City of Toledo - OHFA	-64,889.00
08/18/2016	ach	Shell Oil	-58.00
08/19/2016	ach	Ameritas Life Insurance Corp	-2,768.42
08/19/2016	ach	Data Services	-18,922.71
08/19/2016	ach	Department of Public Utilities	-11.39
08/19/2016	ach	NWGS	-25.00
08/25/2016	ACH	Ameritas Life Insurance Corp	-2,768.42
08/25/2016	ACH	Home Depot	-35.49
08/25/2016	ACH	Menards	-60.95
08/25/2016	ACH	Shell Oil	-59.13
08/25/2016	ACH	Speedway	-52.00
08/25/2016	ACH	Sunoco	-63.00
08/25/2016	3835	Carol Falquette	-5,000.00
08/25/2016	3836	City of Toledo - OHFA	-64,240.00
08/25/2016	3837	David Mann	-500.26
08/25/2016	3838	Department of Public Utilities	-217.74
08/25/2016	3839	DMD Environmental Inc	-11,385.00
08/25/2016	3840	HazCorp	-2,760.00
08/25/2016	3841	Lewandowski Engineers	-725.00
08/25/2016	3842	Lucas County Auditor	-2.00
08/25/2016	3843	Lucas County Treasurer	-1,850.00
08/25/2016	3844	Martin + Wood Appraisal Group	-385.00



## Lucas County Land Reutilization Corporation

08/25/2016	3845	Mary Murray	-1,487.50
08/25/2016	3846	Mr. Snow Removal	-7,350.00
08/25/2016	3847	OFFICE MAX	-12.57
08/25/2016	3848	ohio bureau of workers comp	-193.92
08/25/2016	3849	Pro Cut Lawn Care LLC	-750.00
08/25/2016	3850	SL Hauling & Renovations LLC	-2,500.00
08/25/2016	3851	Sutter Home Inspections LTD	-700.00
08/25/2016	ACH	Menards	-25.63
08/25/2016	ACH	Shell Oil	-64.02
08/29/2016	3852	Department of Public Utilities	-11.39
08/31/2016	ach	Amazon	-30.97
08/31/2016	ach	Home Depot	-18.59
08/31/2016	ach	Marathon	-65.00
08/31/2016	ach	Amazon	-77.76
08/31/2016	ach	Amazon	-86.44
08/31/2016	ach	Amazon	-43.22
08/25/2016	ach	Data Services	-18,922.73
08/31/2016	ach	Amazon	-19.99
08/31/2016	ach	Amazon	-261.00
			<hr/>
			- \$ 678,977.54





**Date:** September 23, 2016

**Resolution No. 2016-021**

**Title:** Modifying the Grant Agreement with NeighborWorks Toledo Region

**Summary/Background:** On June 10, 2016 the Board of Directors authorized the Corporation to enter into a Grant Agreement with NeighborWorks Toledo Region for the Oakwood Home Ownership Promotion. Under the terms of the Grant Agreement, NeighborWorks would make improvement funds available to between 12-14 residents who ultimately purchase units within the Oakwood Homes I and II project following tax foreclosure. These home improvement funds will encourage residents to become owner-occupants, and will provide needed improvements to properties within these developments.

Since entering into the Grant Agreement, the Corporation and NeighborWorks have continued to partner to facilitate the transition of the Oakwood Homes I and II project following tax foreclosure. In order to best ensure the success of this project, and to maximize the number of residents who choose to purchase properties in Oakwood Homes I and II, the Corporation and NeighborWorks seek to amend the Grant Agreement to extend home improvement assistance dollars to every resident who wishes to purchase a home.

The Corporation proposes an Amended Grant Agreement raising the total grant award to \$322,500.00 to be expended by December 1, 2020. This will provide enough funding to award purchasers for each of the 43 units within the Oakwood Homes I and II developments with \$7,500.00 in improvement funds. Awards would be secured as a mortgage forgivable after five years. Any funds unspent after the grant deadline will be reallocated by the Corporation.

**Authority:** Code of Regulations 1.4

**Director Beazley offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of Directors, Lucas County Land Reutilization Corporation, that:

Section 1. The Corporation is authorized to enter into an Amended Grant Agreement with NeighborWorks Toledo Region to ensure the long-term success of the Oakwood Homes I and II developments.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.



**Action Taken:**

Director Kapszukiewicz voted yes  
Director Wozniak was not present  
Director Gerken voted yes  
Director Granta voted yes  
Director Zeitler voted yes  
Director Beazley voted yes  
Director Gibbon voted yes  
Director Mendoza was not present  
Director Kozak abstained

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Anne Wistow, Secretary of the Board



## AMENDED GRANT AGREEMENT

This Amended Grant Agreement (the "Agreement") is entered into between the **Lucas County Land Reutilization Corporation** ("Grantor"), and Ohio community improvement corporation whose tax mailing address is, One Government Center, Ste. 580, Toledo, Ohio 43604, and **NeighborWorks Toledo Region** ("Grantee"), an Ohio non-profit corporation whose tax mailing address is 704 Second Street, Toledo, Ohio 43605, known collectively as the "Parties," as of this **1<sup>st</sup> day of July, 2016** (the "Effective Date").

### Background Matters

On April 25, 2016, Grantor issued a Request for Proposals pursuant to its 2016 Housing Fund Grant. Grantee submitted its timely proposal for the Oakwood Home Ownership Promotion project. After reviewing all proposals submitted, the Review Committee and staff recommended that the Oakwood Home Ownership Promotion project receive partial funding under the 2016 Housing Fund Grant. Pursuant to these recommendations, on June 10, 2016 the Board of Directors authorized Grantor to enter into a Grant Agreement with NeighborWorks Toledo Region. The Parties entered into a Grant Agreement on July 1, 2016.

Since this time, the Parties have continued to partner to facilitate the transition of the Oakwood Homes I and II project following tax foreclosure. In order to best ensure the success of this project, and to maximize the number of residents who choose to purchase properties in Oakwood Homes I and II, and the Parties seek to amend this Grant Agreement to extend home improvement assistance dollars to every resident who wishes to purchase a home.

**NOW THEREFORE**, in consideration of the foregoing, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. Purpose and Amount of the Grant. The amount of the Grant shall be **Three Hundred Twenty-Two Dollars and No Cents (\$322,500.00)**. The Grant funds will assist the Grantee in making improvements to the Oakwood Homes properties in conjunction with the sale of up-to forty-three (43) single family homes to owner occupants. The Grant funds will specifically be used as second mortgages for improvements and repairs to these homes. This project will make high quality single family homes available for purchase by low to moderate income home owners, and will complement existing redevelopment plans and organizing efforts surrounding the Oakwood Homes I and II projects.

Specific improvements and repairs will vary depending on the needs of each property. Grant awards will \$7,500.00 **per property**. All funds under this Agreement shall go directly to home improvement assistance. Grantee's administrative costs are not eligible expenses under this Agreement. Each property must be sold to an owner occupant to be eligible for reimbursement under this Agreement.

2. Term of the Grant. The Grant shall be available for a period beginning **July 1, 2016 and ending December 1, 2020**. Any funds not expended by the end of the Grant term indicated above shall be automatically reprogrammed by Grantor and shall no longer be available under this Agreement.

Grantee shall secure a second mortgage on each project property for the amount of the Grant funds disbursed for that property (excluding administrative costs). The second mortgage will be due at the time of sale but forgiven after a period of five (5) years. Twenty percent (20%) of the second mortgage principal shall be forgiven each year during the five (5) year period. Grantee



shall be entitled to recover any funds payable based on early property sales prior to the end of the five (5) year period.

3. Disbursement of Grant Funds. Grantor shall disburse Grant funds on an invoice basis in order to allow Grantee to escrow these funds at the time of sale. Grantor shall disburse Grant funds by delivery of checks addressed to Grantee at the address set forth in Section 13 of this Agreement. Disbursement shall occur upon the satisfaction of the following conditions, and subject to the limitations and restrictions set forth herein:
  - a) Receipt of one (1) copy of the executed Grant Agreement;
  - b) Receipt of evidence of firm commitment of all project funding as shown in Grantee's Sources of Funds budget in the application for funding;
  - c) Grantee's ultimate acquisition of the project properties within the term of the Grant;
  - d) Receipt and approval by the Land Bank of a written invoice for each disbursement, which shall contain (i) the amount of the disbursement requested, (ii) a breakdown of the costs to be paid with the disbursement, (iii) an executed mortgage agreement, purchase agreement, and all other closing documents for the property in question; and (iv) verification that the property in question has closed or has been scheduled for closing.

Grantee shall provide Grantor with a final accounting and description of expenditures made for each project property following completion of work. If Grant funds awarded are not fully expended in the final accounting of expenditures, Grantee shall reimburse Grantor for the amount of the unspent Grant funds within ten (10) days from the date of final accounting.

If the sale of a project property fails to close or Grant funds are not transferred into escrow at the time of closing, Grantee shall reimburse Grantor for the full amount of the disbursed Grant funding within ten (10) days from scheduled date of closing. Grantee's failure to provide timely reimbursement to Grantor under these circumstances shall constitute a breach of this Agreement.

The disbursement of the Grant shall not violate any provision of law, regulation or administrative ruling to which the Land Bank is subject, shall not subject Grantor to any tax, penalty, or fine, and shall at all times further Grantor's mission and goals.

4. Intentionally Omitted.
5. No Disbursements if in Default or if any Material Adverse Changes. Grantor shall not be obligated to disburse any Grant if, at the time of the proposed disbursement, Grantee, or any subsidiary of Grantee or any partnership affiliated with Grantee, is in default under the terms of this Agreement or is in violation of Grantor's policies and procedures, whether for this Project or for any other project or purpose, including but not limited to timely payment of Grantee's property tax obligations.

In addition, Grantor shall not be obligated to disburse any proceeds of the Grant if there have been any material adverse changes in the financial condition or other condition of Grantee or the Project, including, but not limited to, any adverse changes in the key personnel of Grantee working on the Project and the development team. Grantor shall determine whether a change constitutes a material adverse change, at its sole discretion.

6. Suspension and Termination. If for any reason Grantee fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Grantee violates any of the terms and conditions contained in this Agreement, Grantor shall provide Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, Grantee shall have thirty (30) calendar days to



remedy the failure or violation and notify Grantor in writing of the remedy. Grantor will determine if the failure or violation has been remedied, at its discretion. In the event Grantee does not remedy the failure or violation within the thirty (30) day calendar period, Grantor shall have the right to terminate this Agreement or suspend any disbursements in whole or in part by giving written notice to the Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

7. Independent Contractor. In performing the services and/or utilizing the Grant funds described herein, Grantee shall be deemed to be an independent contractor and not an employee of Grantor. Any and all employees of Grantee or other persons, including any subgrantees, subcontractors or subconsultants engaged by the Grantee shall not be considered employees of Grantor while engaged in the performance of any work or services required by Grantor under this Agreement. Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subconsultants engaged by the Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by the Grantee.
8. Additional Restrictions on the Use of the Grant. Grantee agrees to promptly reimburse Grantor for any Grant funds disbursed but not utilized in accordance with the terms of this Agreement. In its use of the Grant funds provided by Grantor, and in its development, marketing and operation of the Project, Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
9. Reports to the Land Bank. During the term of the Grant, Progress Reports shall be submitted to Grantor by the March 1, July 1, and November 1, respectfully, for each year during the grant term. Grantee shall file a report with Grantor even if no funds were expended during that reporting period.

Each Progress Report shall describe the costs paid with Grant proceeds disbursed to Grantee in the previous period, the progress made by Grantee in completing the Project, and any problems the Project may have experienced in the previous period. If no Grant funds were utilized during this period, Grantee shall still report this to Grantor, along with any other relevant information.

Grantee shall generate a Final Report relating to the Grant and covering the entire term of the Grant. This report shall be signed by an appropriate officer of Grantee and contain: (i) a financial statement reflecting all expenditures of the Grant by Grantee according to the purposes of the Grant set forth herein, (ii) a narrative account of what was accomplished during that period toward the achievement of the goals of the Grant by the expenditure of the Grant funds, including a detailed description of the status of the Project, and (iii) the location of all properties at which Grant funds were utilized.

Grantor may periodically follow-up with Grantee for updates outside of scheduled reporting dates, at which time Grantee shall provide Grantor with any information requested.

10. Review of Operations. Grantor may monitor and conduct an evaluation of operations funded by the Grant. Such evaluation may include a site visit of properties utilizing Grant funding, a visit from Grantor's personnel to observe Grantee's program or to discuss said program with Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant.
11. Publicity. Grantor may include information or photographs regarding the Grant, the Grantee, or project properties in its periodic public reports. Grantor may also refer to the Grant in press releases, in which case a copy of each such release will be sent to the Grantee. At Grantor's



request, Grantee shall provide the Grantor with copies of all major press releases, major formal announcements, and any other planned, written issuances containing major news or information concerning work funded by the Grant.

12. Indemnification. The Grantee agrees to defend, indemnify and hold harmless Grantor, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of Grantor from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to Grantee's performance or breach of this Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with this Agreement. Grantee agrees to provide Grantor with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this Agreement may be made.
13. Assignment, Delegation and Subcontracting. This Agreement and the rights and duties set forth herein may not be assigned, delegated or subcontracted by Grantee without the prior written consent of Grantor, and any purported assignment, delegation or subcontracting of this Agreement without said consent of Grantee shall be void.
14. Notices. All notices, correspondence, reporting, and other documentation relating to this Agreement shall be sent to the following parties:

*If to Grantor:*

Joshua Murnen, Vice President and General Counsel  
Lucas County Land Bank  
One Government Center, Ste. 580  
Toledo, Ohio 43604

*If to Grantee:*

William Farnsel, Executive Director  
NeighborWorks Toledo Region  
704 Second Street  
Toledo, Ohio 43605

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Grant Agreement as of the Effective Date.

**Lucas County Land Reutilization Corporation**

**NeighborWorks Toledo Region**

By: \_\_\_\_\_  
David Mann, President

By: \_\_\_\_\_  
William Farnsel, Executive Director



## David Mann - Re: Dispute denial of property request: 1959 Genesee

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**From:** David Mann  
**To:** Sandra Johnson  
**Date:** 9/8/2016 10:01 AM  
**Subject:** Re: Dispute denial of property request: 1959 Genesee  
**CC:** Anne Wistow; Josh Murnen  
**Attachments:** Follow-up - Denied Transfer - Johnson.doc

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Dear Mr. Johnson:

The Land Bank is in receipt of your appeal regarding this matter. The matter will be presented to our Board of Directors at its next regular meeting and I will contact you with any follow-up after that meeting.

To clarify the matters raised by this email:

You are not eligible to purchase some or all of the 1959 Genesee property for the reasons already outlined to you in a letter, which is attached again for your reference.

You previously applied for the property at 1945 Genesee as a side lot, but the Land Bank did not move forward with your application because the property was not demolished. Instead, it was renovated by another party and is currently owned by that party and occupied. The Land Bank only demolishes property as a last resort and does not consider side lot applications if the property does not need to be demolished.

We understand that you previously applied for the vacant land located at 1958 Front Street. The Land Bank was unable to move forward with your application at the time because the property was not certified tax delinquent and not available for the Land Bank to acquire through our normal means - tax foreclosure.

You have applied for the property at 1544 Buckingham as a side lot located adjacent to your personal residence at 1548 Buckingham. That property is scheduled to be demolished no later than March 2017. Once demolished and all work is completed, the Land Bank will offer you and the other adjacent neighbor the opportunity to purchase some or all of the vacant lot if you remain qualified under our Policies & Procedures.

Sincerely yours,

**David P. Mann**  
President  
Lucas County Land Bank

office: [\(419\) 213-4293](tel:(419)213-4293)  
direct: [\(419\) 213-4261](tel:(419)213-4261)  
fax: [\(419\) 213-4249](tel:(419)213-4249)  
[dmann@co.lucas.oh.us](mailto:dmann@co.lucas.oh.us)



&gt;&gt;&gt;

**From:** Sandra Johnson <sanjohnson32@yahoo.com>

**To:** "dmann@co.lucas.oh.us" <dmann@co.lucas.oh.us>

**Date:** 8/31/2016 9:55 PM

**Subject:** Dispute denial of property request: 1959 Genesee

1472694246322\_4869 style="LINE-HEIGHT: 200%">8-30-2016

1472694246322\_4871 style="LINE-HEIGHT: 200%">To whom it may concern,

1472694246322\_4873 style="LINE-HEIGHT: 200%">My name is Ben Johnson

1472694246322\_4875 style="TEXT-ALIGN: justify; LINE-HEIGHT: 200%">I am writing to dispute my refusal of property acquisitions located 1959 Genesee adjacent to my property at 1961 Genesee. This is my third attempt to obtain property in the vicinity of my property and I want to know why I am being denied. I followed procedures as I was instructed in requesting property, but have not been rewarded the property. If I am not allowed to use the property listed above as I previously stated, I would be will to consider using it for other purpose. my second request would be to know if the property can be divided between the neighbors adjacent on the other side of the lot.

1472694246322\_4877 style="TEXT-ALIGN: justify; LINE-HEIGHT: 200%">I would like to have the board review my request and meet with someone who can explain why I am being denied the same rights as other property owners in the neighborhood of my property.

1472694246322\_4879 style="TEXT-ALIGN: justify; LINE-HEIGHT: 200%">

1472694246322\_4881 style="LINE-HEIGHT: 200%" dir=ltr>Ben Johnson Jr.





*Wade Kapszukiewicz, Chair*

August 22, 2016

Mr. Ben Johnson, Jr.  
1965 Genesee  
Toledo, OH 43605

Re: 1959 Genesee  
Parcel: 13-28464

Dear Mr. Johnson:

The Land Bank has received your letter dated August 11, 2016 regarding your interest in developing the property listed above and constructing new parking. For the reasons listed below, the Land Bank cannot proceed with your request.

The plan you submitted suggests that you would construct a concrete slab on more than 50% of this lot for parking for your nearby commercial business. Although your commercial property located at the corner on Genesee is zoned for such use, the property listed above is not. The property is zoned for residential use and the construction of commercial parking on the lot is prohibited.

Under the terms of our demolition grant, the development proposed must be able to be lawfully accomplished in order to allow the property to be sold for business purposes. Because of the zoning and the likelihood that the Plan Commission would retain residential zoning for this parcel in the heart of a residential block, the Land Bank cannot proceed with your request.

The parcel will be considered for other transfers that are consistent with our policies and the policies of our demolition grant funder.

Thank you for your interest and continued luck to you in your business endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "David Mann", written in a cursive style.

David Mann  
President





# LUCAS COUNTY LandBank

## PROPERTY REHAB PROGRAM

Sales Report

August 27<sup>th</sup>, 2016 – September 23<sup>rd</sup>, 2016



## COMPLETED RENOVATION PROJECTS

3606 Upton, 43613

Owner-Occupant



**New Owner:** Rudy Torres

This single-family home in the DeVilbiss neighborhood was sold on 9/28/2015 for \$4,000 with the expectation that Mr. Torres would invest another \$8,300 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/1/2016.

5322 Spicer, 43612

Family



**New Owner:** Hassan Khreis

This single-family home in North Towne was sold on 1/15/2016 for \$8,000 with the expectation that Mr. Khreis would invest another \$29,720 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/2/2016.



1412 Bronson, 43608

Family



New Owner: Roberto & Josefina Avila

This single-family home in ONE Village was sold on 4/22/2016 for \$2,750 with the expectation that Mr. & Mrs. Avila would invest another \$6,050 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/2/2016.

2109 Talbot, 43613

Rental



New Owner: Jonathan Vogt

This single-family home in DeVilbiss was sold on 2/18/2016 for \$13,100 with the expectation that Mr. Vogt would invest another \$13,775 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/2/2016.



330 O'Connell, 43608

Family



BEFORE



AFTER

New Owner: David Hollingshead

This single-family home in North Toledo was sold on 3/18/2016 for \$6,000 with the expectation that Mr. Hollingshead would invest another \$7,700 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/9/2016.

4231 Lowe, 43612

Rental



BEFORE



AFTER

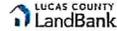
New Owner: Stephen Swanbeck

This duplex home in Library Village was sold on 5/19/2015 for \$6,500 with the expectation that Mr. Swanbeck would invest another \$17,775 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/9/2016.



422 Chicago, 43611

Rental



New Owner: Bill Van Wormer

This single-family home in North River was sold on 3/25/2016 for \$4,000 with the expectation that Mr. Van Wormer would invest another \$10,850 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/16/2016.

2023 South, 43609

Rental



New Owner: Rayfield & Anita Coley

This single-family home in Burroughs was sold on 5/13/2016 for \$3,000 with the expectation that Mr. & Mrs. Coley would invest another \$16,875 in renovation. The property passed the Land Bank's safety & habitability inspection and the deed was released on 9/16/2016.



## PROPERTIES SOLD

608 Carver, 43607

Resale



**New Owner:** Donald Nix

This single-family home near in Sleepy Hollow was sold on 8/25/2016 for \$10,000 with the expectation that Mr. Nix would invest another \$32,000 in renovation.

1312 Mason, 43605

Garage Only



**New Owner:** Laurah Hannah

Ms. Hannah entered into a purchase agreement for \$925 on 9/7/2016 to renovate this garage next to her home in East Toledo. After the renovations are completed, the garage and land will be combined with Ms. Hannah's existing parcel.



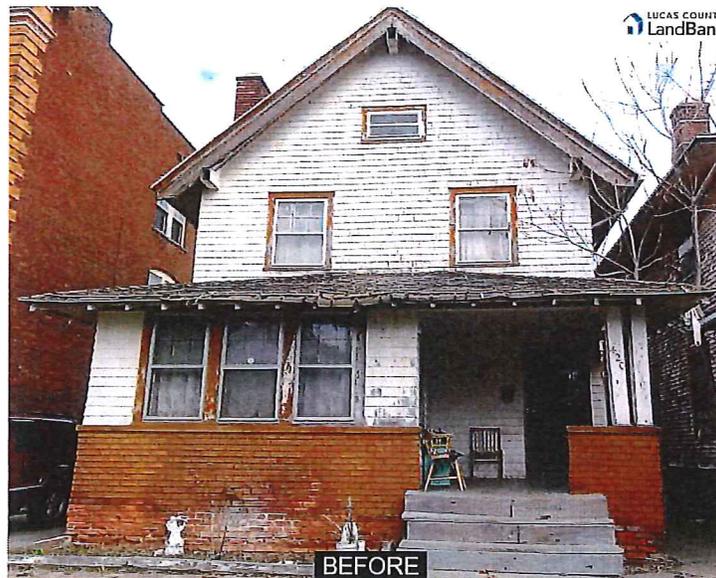


**New Owner:** Carl Blackwood

This single-family home in ONE Village was sold on 9/14/2016 for \$6,000 with the expectation that Mr. Blackwood would invest another \$10,300 in renovation.

420 Rockingham, 43610

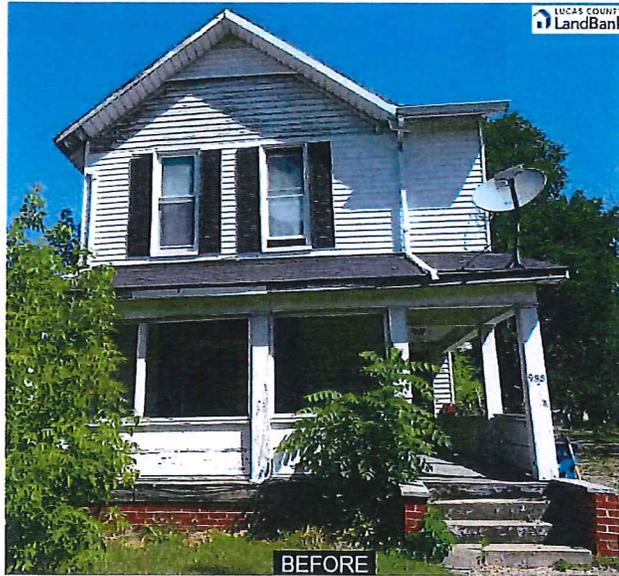
Owner-Occupant



**New Owner:** Barbara Banks

This single-family home near in the Olde Towne neighborhood was sold on 9/15/2016 for \$300 with the expectation that Ms. Banks would invest another \$9,500 in renovation.





**New Owner:** Holy Cross Lutheran Church

This single-family home in Junction was donated to Holy Cross Lutheran Church on 9/16/2016 with the expectation that the ministry would invest \$29,000 in renovation.









*Wade Kapszukiewicz, Chair*

Date: September 23, 2016  
To: Board of Directors  
From: David Mann, President  
Re: Status of Negotiations regarding Comprehensive Redevelopment of  
801 Jefferson (the "Pythian Castle")

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This memo is intended to provide a status update of negotiations with Mr. David Ball and Water Street Development, LLC regarding the redevelopment of the Pythian Castle following the Board's August resolution.

On August 31, 2016, I sent an email to Mr. Ball requesting a detailed written understanding of his comprehensive development plan for the Pythian Castle, including likely uses, construction specifications and schedule, and initial, construction, and permanent sources and uses.

Following some delays due to unforeseen emergencies, the Land Bank staff met with Mr. Ball on September 23, 2016 to review his development proposal.

Mr. Ball proposes that the Pythian Castle and the former Greyhound station be redeveloped for commercial and residential occupancy at the same time. Under his proposed phased construction plan, the buildings would be built out and would qualify for a certificate of occupancy no later than December 31, 2018. He told us that he intends to have the buildings leased and occupied one year later by December 31, 2019. The initial costs of the redevelopment would total \$957,000, and the total cost of the project could exceed \$5,000,000 when complete.

Mr. Ball has requested a 48 month, 0% interest loan from the Land Bank for a complete roof replacement on the Pythian Castle in an amount not to exceed \$281,000.00. If Water Street Development secures a certificate of occupancy for the Pythian Castle by December 31, 2019, the loan would be forgiven by the Land Bank. If not, it would become due and payable.

The Land Bank has an ongoing and indefinite maintenance challenge as the owner of the Pythian Castle. Further, to the extent that the building could not be repaired and needed to be demolished, the cost to the Land Bank would be substantial – easily exceeding 50% of our annual operating budget.

Given this risk and the real possibility that the Land Bank would be able to return the Pythian Castle to productive use in partnership with Water Street Development, LLC and Mr. Ball, I am recommending the following:



## Pythian Castle Redevelopment Plan – Terms and Conditions

1. The Land Bank will seek at least two apples-to-apples quotes from reputable local commercial roofing contractors for a complete roof replacement under the terms of a Project Labor Agreement. The Land Bank will choose the lowest and best bid for this project.
2. The Land Bank will enter into a purchase agreement with Water Street Development, LLC for the sale of the Pythian Castle for \$300, and consistent with the other terms and conditions of this plan, and close no later than October 31, 2016.
3. The Land Bank will loan Water Street Development LLC an amount not to exceed \$281,000 for 36 months at 0% interest for the complete roof replacement and secure that loans as follows:
  - a. A mortgage on the Pythian Castle parcel;
  - b. A guarantee by Water Street Development LLC;
  - c. A guarantee by Mr. David Ball personally.
4. Water Street Development LLC will have a period beginning at closing and continuing until October 31, 2019 to secure a Certificate of Occupancy from the City of Toledo for the Pythian Castle property. The property owner will be required to provide status reports on the redevelopment effort every quarter through 2019 to the Land Bank.
  - a. If the term is met, the Land Bank will forgive the full balance of the loan.
  - b. If this term is not met, the property owner and Mr. Ball will be in default of our Agreement and the Land Bank can seek recourse through foreclosure against the building or judgment and collection against the property owner or Mr. Ball personally.
5. STS Management and Mr. Ball will demonstrate to the Land Bank that the redevelopment effort on 331 N. Superior (the former “Leo’s Bookstore” building) has proceeded on course and that STS Management has invested substantial resources into code compliance efforts on the property and otherwise met the terms of the sale negotiated in 2014.





### OHFA NIP Demolition Grant Status Report

Project Status	Current	Total Budgeted	%
Identified	1616	2480	65%
Acquired	1168	2480	47%
Torn Down	789	2480	32%
Reimbursed	667	2480	27%
Expenditures	\$ 8,020,047.09	\$ 25,330,603.23	32%

Reimbursed To Date	Unreimbursed To Date	Total Spending	Grant Award
\$ 6,580,674	\$ 1,439,373	\$ 8,020,047	\$ 25,330,603

Target Areas Name	Projects	%
A Old South End	183	11%
B Cherry Legacy Area	138	8%
C BUMA / Englewood	99	6%
D The Junction / UpTown	242	15%
E East Toledo	232	14%
F ONE Village	659	40%
G Five Points / Overland	36	2%
H Arlington / Scott Park	27	2%

Side Lots Transferred	Current	All Projects	%
	199	1616	12%

COT Contractor	Private Contractor	Privates %	MBE/WBE %
619	166	21%	80%





RISE - Library Village Status Report

Homeownership Advantage

Address	Actual Costs	Sale Proceeds	Profit (Subsidy)	Status
4537 COMMONWEALTH AVE	\$ 587	\$ -	\$ (81,714)	Const.
4430 OVERLAND PKWY	\$ 385	\$ -	\$ (885)	Pre-Con
1465 HAGLEY RD	\$ 20,571	\$ -	\$ (78,597)	Const.
4512 WILLYS PKWY	\$ -	\$ -	\$ -	Dev
4029 OVERLAND PKWY	\$ -	\$ -	\$ -	Pre-Dev
4220 LOWE RD	\$ -	\$ -	\$ -	Dev
1111 HAWK ST	\$ -	\$ -	\$ -	Mkting
1042 ELEANOR AVE	\$ -	\$ -	\$ -	Pre-Dev
4110 PARAKEET AVE	\$ -	\$ -	\$ -	Pre-Dev
OTHER RISE SALES	\$ -	\$ -	\$ -	Mkting
<b>Total</b>	<b>\$ 21,543</b>	<b>\$ -</b>	<b>\$ (21,543)</b>	

Reinvest Match Grants

Projects	Awarded	Remaining	Investment Leveraged	Ratio
28	\$ 100,241	\$ 0	\$ 227,565	2.27

Storefront Improvement Grants

Projects	Awarded	Remaining	Investment Leveraged	Ratio
7	\$ 26,644	\$ 33,356	\$ 173,787	6.52

Additional Investments

Effort	Actual Costs
Side Lot Improvements	\$ 375
Outreach	\$ 6,093
Consulting	\$ 1,750

Total	Actual Costs	Sale Proceeds	Profit (Subsidy)
	\$ 156,645	\$ -	\$ (156,645)

- Key**
- Pre-Dev | Determining Investment
  - Dev | Specifications Being Written
  - Pre-Con | Pre-Construction Underway
  - Const. | Construction Underway
  - Mkting | Marketing for Sale Underway

