

## RESOLUTION NO. 13-08

### A RESOLUTION REQUIRING REGISTRATION OF VACANT RESIDENTIAL PROPERTIES IN THE CITY OF SODAVILLE

The City Council of the City of Sodaville do ordain as follows:

**Title and Purpose.** This Resolution shall be known and may be cited as the “Vacant Residential Property Registration Resolution of the City of Sodaville.” The purpose of the vacant residential property registration program is to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of vacant properties.

**Definitions.** “Borrower” means any person who becomes obligated on a real estate loan agreement, either directly or indirectly, and includes, but is not limited to, mortgagors, vendee under conditional land sales contracts and grantors under trust deeds.

“Evidence of Vacancy” means any condition that on its own, or combined with other conditions present, would lead the Code Enforcement Officer, Linn County Sheriffs, or designee to believe that the property is vacant. Such conditions include, but are not limited to, overgrown or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices or disconnected utilities; accumulation of trash, junk and or debris; the absence of window coverings such as curtains, blinds and or shutter; the absence of furnishings or personal items consistent with residential habitation; evidence of trespass or criminal mischief; or statements by neighbors, passer-by delivery persons, or government employees that the property is vacant.

“Lender” means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees’ beneficiaries under trust deeds; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.

“Notice of default” means a written notice to borrower stating that a default on a real estate loan agreement has occurred and that legal action may be taken.

“Out of area” means outside of Linn County.

“Real Estate Loan Agreement” means any agreement providing for a loan on residential property, secured in whole or part by real property located within the City of Sodaville, or any interest therein, and includes, but is not limited to mortgages, trust deeds and conditional land sales contracts.

“Vacant” means a subject property that is not legally occupied.

#### **Inspection.**

- A. Immediately upon default of the borrower, but no later than prior to recording a notice of default with the Linn County Clerk’s Office, a lender shall perform an inspection of the property that is the security for the real estate loan agreement.
- B. If the property is found to be vacant or shows evidence of vacancy, the lender shall within ten days of the inspection, register the property with the Code Enforcement Officer or designee.
- C. If the property is occupied but remains in default, the property shall be inspected by the lender on a monthly basis until the borrower remedies the default. If an inspection reveals

that the property is vacant or shows evidence of vacancy, the lender shall within ten days of the inspection, register the property with the Code Enforcement Officer or designee.

- D. This applies to properties that have been the subject of a foreclosure sale where title has transferred from one lender to another lender and to a property transferred under a deed in lieu of foreclosure.

**Registration.**

A. The registration shall contain the following information:

1. The name of the lender;
2. The direct mailing address of the lender. Post office boxes are not acceptable;
3. The direct contact name and phone number for the lender;
4. The physical address for the lender’s agent authorized to receive service of process, ..... if applicable; and
5. The direct contact information for the local property management company responsible for security, maintenance and marketing of the property, if applicable.

B. No registration fee shall be imposed. A lender that has registered a property under this chapter shall report any change of information contained in the registration within ten days of the change. Properties subject to this chapter shall remain under the registration requirement as long as the property remains vacant.

C. Registration forms shall be available at the City of Sodaville City Hall.

**Maintenance Requirements.**

A. A lender shall maintain properties subject to this chapter. Maintenance includes all of the following:

1. Ensuring that the condition of the subject property does not, in the opinion of the Code Enforcement Officer or designee, constitute a public nuisance or a chronic public nuisance as described in the City of Sodaville’s Nuisance Ordinance.
2. Regular cutting, pruning and mowing of the subject property and the removal of all trimmings, as applicable to the property;
3. Pools, ponds, and spas shall be kept in working order, so that water remains clear and free of pollutants and debris; or drained and kept covered.

B. If the property is owned by an out of area lender, a local property management company shall be contracted to perform weekly inspections to verify the requirements of this section, and to ensure any other applicable laws, are being met. The property management company shall post a direct contact name and 24 hour contact phone number for persons to report problems or concerns, and the posting shall be placed on the interior of a window facing the street to the front of the property

so it is visible from the street. If no such area exists, then the posting shall be placed on the exterior of the property in a location visible from the street to the front of the property. An exterior posting shall be constructed of and printed with weather resistant materials.

C. Adherence to this section does not relieve a person subject to this Resolution of any obligations set forth in any covenants, conditions and restrictions which may apply to the subject property.

**Security Requirements.**

A. The lender shall maintain a subject property in a secure manner so as not to be accessible to unauthorized person, and includes the securing of windows, doors, gates and any other opening of such size that may allow a child to access the interior of the property. Broken windows shall be boarded or related.

B. If the property is owned by an out of area lender, a local property management company shall be contracted to perform weekly inspections to verify the requirements of this section and to ensure any other applicable laws are being met.

**Additional Authority.**

The Code Enforcement Officer or designee shall have the authority to require the lender to implement any additional maintenance or security measures including, but no limited to:

- A. Installation of additional security lighting;
- B. Increasing on-site inspection frequency;
- C. Employment of an on-site security guard; and
- D. Any other measures as may be reasonably required to prevent the decline of the property.

**Additional Remedies; Lien Against Property.**

In addition to other penalties or enforcement specified in this Resolution, if a lender fails to maintain or secure the property as prided, the Code Enforcement Officer or designee may give notice of such failure by first class mail.

A. The notice:

1 Shall be directed to the lender and all persons shown ion the assessor's records or otherwise know to the city to be owners;

2. Shall refer to the premises involved with convenient certainty, the street address, if any, being sufficient.

3. Shall notify the addressees to comply with the maintenance and security requirements within fifteen days from date of mailing; and

4. Shall further inform the lender and owners that if the condition is not corrected within the fifteen days, the city may cause the property to be maintained and secured and will charge the costs to the lender and owners and make the same a lien against the property.

B. A lender or any owner may, within fifteen days after mailing of the notice, appeal to the City Council for relief by filing a petition with the City Recorder seeking a hearing before the Council. The petition shall include the facts upon which the petitioner relies upon for relief from the obligations of the Resolution in relation to the property, If the Council finds that it would be a real and unnecessary hardship upon the petitioner to comply with the terms of this Resolution, then it may relieve the petitioner of the obligations in relation to the particular property, but nothing therein shall be construed as obligating the city to remove or abate the nuisance without charging the cost as a lien against the said property.

C. If the condition is not corrected within the time limit and no relief has been granted, such agent of the city as may be designated by the City Administrator may provide the maintenance and security necessary to bring the property into compliance. The City Administrator shall maintain an accurate record of the expenses incurred by the city in providing such maintenance and security and shall include an overhead charge for the cost of administration. The total cost, including overhead, shall thereafter be assessed as a lien against the property.

**Violation; Penalty.**

A. A lender that violates any provision of this Resolution shall be subject to a general penalty. Every day in which the violation is caused or permitted to exist constitutes a separate infraction,

B. Citations for violation of any provision of the Resolution may be mailed by first class mail to the lender or lender's registered agent.

**Appeals.**

A lender that is required to implement additional maintenance or security measures as provided in this Resolution shall have the right to appeal to the City Council. The appeal shall be filed in writing

within ten business days of being notified of the requirement to implement additional maintenance or security measures.

Adopted by the Common Council, City of Sodaville on August 15th, 2013.

\_\_\_Ayes\_\_\_Nays

Signed by:

\_\_\_\_\_

Mayor

\_\_\_\_\_

President of the Council

Attest

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City Administrator