



PLANNING AND DEVELOPMENT

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17-0897

CITY OF LA CROSSE GUIDELINES FOR VACANT LAND PROPERTY SALES

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1. Approaches to the Sale of Vacant Lots

Open and Competitive Market Sales

The City will utilize Open Market Sales for the sale of properties, such as broker listings, the use of the Multiple Listing Service, web sites or other recognized methods of advertising may be used to encourage broad participation in the sale of selected properties.

- Asking prices are established using competitive market analysis and city assessed value. Lots may be discounted for public purpose.
- Properties will be placed on the market for a duration that will allow for broad engagement by potential buyers (minimum of two weeks).
- Community Development Committee (CDC) must accept all offers to purchase pertaining to acquisition and disposition of real property. The CDC meets once a month, offers must be received by 5:00pm the Tuesday before the scheduled CDC meeting to be considered for acceptance.
- In the event multiple offers have been received, Staff will counter offer potential buyers advising multiple offers have been received and to submit their best and final offer. Buyers have 24hours from the time buyer and/or its agent receives the counter offer to respond.
- The City retains its right to approve or reject offers based on clear criteria, including price, estimated tax value, and capacity. **The City reserves the right to give preference to buyers who build and owner-occupy the home.**

Qualified Purchasers and Bids

All purchasers of City-owned property must fulfill their commitments to the City, which includes but is not limited to satisfying City of La Crosse Purchase Agreements (both vacant land and real estate), repayment of housing rehabilitation deferred loan repayment agreements, property taxes, satisfying all municipal obligations and maintaining properties in accordance with all municipal codes and ordinances. A Qualified Purchaser must not own any property that is subject to any significant unmediated violation of any municipal codes or have a history of unmediated violations.

A Qualified Purchaser will be required to demonstrate:

- Detailed Plans for development
- Financial resources and capacity to complete proposed plans
- Contract with a licensed general contractor or ability to manage construction of a single family home
- No conflict of interest by completing a conflict of interest form

Appropriate & Timely Development of Properties

The City expects that properties are developed in a timely manner according to the replacement housing purchase agreement vacant land (purchase agreement). To ensure expectations are met, the City will place conditions on land it conveys to achieve the most productive outcome. This requirement will be enforced through good faith deposit and/or by requiring that property be conveyed simultaneously with construction financing closing.

Purchasers will:

- Give consideration to any adopted and accepted city, community, or neighborhood plans
- Conform with current zoning requirements, or obtain the appropriate variance
- Follow restrictions placed in the warranty deed and purchase agreement
- Maintain the property in accordance with all municipal codes and ordinances

Buyer's Broker Initials _____

Buyer's Initials _____

2. How to Purchase a City-Owned Lot for New Construction

1. Plan

- Look at the City's vacant lot listings on the City's website www.cityoflacrosse.org/lots, on the MLS or contact Dawn Reinhart, reinhartda@cityoflacrosse.org or 608-789-7360.
- Ask your lender to prepare a prequalification letter.
- Employ an architect or builder to customize architectural **concept plans**. Make sure your plans conform to the City's single family architectural design standards (page7). City has architectural **concept plans** available; please make an appointment to view the plans.
- Homes shall fit the historical character of the neighborhood and be a minimum of 1200 square feet.
- Contact a builder to obtain a cost estimate.

2. Submit an Offer to Purchase on a Listed Vacant Land Parcel

Contact a realtor to submit an offer to purchase. In addition to any other contingencies your offer may have, request your realtor make your offer contingent upon the following:

- Community Development Committee (CDC) approval of offer to purchase and of building/architectural concept plans. Concept house plans must be submitted by the Tuesday before the CDC meeting.
- Executing the City's Purchase Agreement before closing and pay good faith deposit of 15% of the purchase price or \$2,000, whichever is greater
- Single family owner occupied deed restriction
- Closing date to occur on or before 45 days from accepted offer.

NOTE: The City has the right to refuse any offers received. Should more than one *qualified offer be received*, preference is based on price, estimated tax value of proposed home and capacity.

3. After Accepted Offer, Submit Documents

- **Final** architectural plans in sufficient detail to promote fair review. Plans shall include four facades/elevation; all floor plans, and garage primary elevations.
- Copy of prequalification letter from lender. The letter must state the terms of your financing and indicate your loan has been **pre-approved by the underwriter**.
- Executed contract with a licensed general contractor or demonstrate ability to manage construction.

4. Sign Real Estate Purchase Agreement, Attend Closing

- Sign purchase agreement and conflict of interest statement before closing.
- A good faith deposit of 15% of the purchase price or \$2,000, whichever is greater will be collected at the time the purchase agreement is signed. The good faith deposit will be returned after receipt of the Certificate of Occupancy, assessment of the property by the City Assessor's office and the landscaping has been completed. Good faith deposit will not accrue interest and no interest will be returned to purchaser.
- Attend property settlement, held at City Hall or a Title Company.

5. Begin construction within 6 months of closing

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Buyer's Initials _____

CITY OF LA CROSSE REPLACEMENT HOUSING PURCHASE AGREEMENT (VACANT LAND)

WHEREAS, the City of La Crosse operates a Replacement Housing Program with the use of Community Development Block Grant Program Funds and **FUNDING SOURCE**, and

WHEREAS, the City of La Crosse purchased property at **PROPERTY ADDRESS** for the purposes of said program, and

WHEREAS, the City of La Crosse advertised the sale of said property in accordance with the guidelines provided in the program, the land was offered at fair market value and an offer was received in accordance with said guidelines,

NOW, THEREFORE, IT IS AGREED by and between the City of La Crosse, Wisconsin hereinafter referred to as "City", and **PURCHASER'S NAME**, hereinafter referred to as "Purchaser" that the City hereby agrees to convey to Purchaser, upon the following terms and conditions:

1. Real Estate: City agrees to sell and Purchaser agrees to purchase the real estate in fee simple located at **PROPERTY ADDRESS, Tax Parcel No.:** more specifically described as follows:

LEGAL PROPERTY DESCRIPTION HERE

2. Purchase Price: The purchase price shall be **XXX** Dollars (\$0.00).
4. Deposit: **A good faith deposit of 15% of the purchase price or Two thousand Dollars (\$2,000.00), whichever is greater** shall be paid upon execution of the Agreement. The deposit shall be in addition to the purchase price. The deposit will be returned to Purchaser if all conditions outlined in this agreement are satisfied.
5. The purchaser agrees to the following conditions for the sale of this land.
 - A. The Warranty Deed transferring the property to the Purchaser must contain a restriction with the following language: The above-described property shall remain and be used only as an owner-occupied, single-family residential dwelling in perpetuity.
 - B. The house shall be built in accordance with the plans approved by the Community Development Committee on **DATE HERE** and which meet the City's single family home design standards.
 - C. Building Permits must be obtained and construction started within six (6) months of closing, and the project must be completed within twelve (12) months of the start date of construction.
 - D. Purchaser must allow assessor's office to assess the property at the completion of construction.
 - E. Landscaping (graded to match adjacent grades, seed or sod) must be completed 30 business days from receipt of certificate of occupancy.
7. Conveyance: This fee simple conveyance is to be made by a Warranty Deed, free and clear of all assessments, taxes, liens, encumbrances or other servitude except zoning and municipal ordinances and the provision in the conveyance that the Purchasers must comply with City of La Crosse Replacement Housing Purchase Agreement (Vacant Land). Taxes are to be prorated as of the date of closing. The following language shall be added to the deed:

Buyer's Broker Initials _____

Buyer's Initials _____

The above-described property shall remain and be used only as an owner-occupied, single-family dwelling in perpetuity. This conveyance is subject to a certain Replacement Housing Purchase Agreement (Vacant Land), which is attached hereto and made a part of this deed

8. Evidence of Title: City shall obtain an owner's policy of title insurance prior to closing in the amount of the full purchase price, naming the Purchaser as the insured, as its interest may appear, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee the City's title to be in condition called for by this Agreement, except for mortgages, judgments or other liens, which will be satisfied out of the proceeds of the sale. A commitment by such title company, agreeing to such title policy upon the proper recording of the proper document as agreed herein, shall be deemed sufficient performance.
9. Closing and Possession: The transaction shall close at City Hall or at the title company or at such other place as mutually agreeable to all parties. Possession of the premises shall be delivered to the Purchaser at closing.
10. Breach/Right to Cure. In the event of a breach of one of the conditions specified above, the City shall provide written notification of the breach no later than thirty (30) days after said breach and provide for a thirty-day right to cure. If the breach is not cured within thirty (30) days, the City may, at its option bring an action for reversion of the property. Purchaser shall be responsible for all fees and costs incurred by the City to enforce this Agreement.
11. Notices. Any notice, demand or other communication under this Agreement shall be given in writing and shall be deemed effective when (a) personally delivered; (b) three days after deposit in the United State Postal Service, postage prepaid, certified, return receipt requested; or (c) one business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn: Department of Planning & Economic Development
 City of La Crosse
 400 La Crosse Street,
 La Crosse, WI 54601

To the Purchaser: Name
 Current Address
12. Sale of Constructed Home: In the event of the sale of the constructed home, Purchaser must comply with the fair housing and marketing regulations.
13. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, with venue in La Crosse County, Wisconsin.
14. Entire Agreement: This Agreement contains the entire agreement of the City and Purchaser regarding this transaction. All prior negotiations and discussions have been merged into this Agreement.

Buyer's Broker Initials _____

Buyer's Initials _____

IN WITNESS WHEREOF, the said City and Purchaser have here unto set their hands and seals this _____ day of _____, 20__.

CITY OF LA CROSSE, WISCONSIN

BY: _____
_____, Mayor

BY: _____
_____, City Clerk

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 20__ the above named _____, Mayor, and _____, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
Print: _____
My commission expires: _____

Your Name

By: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this _____ day of _____, 20__ the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, La Crosse County, WI
Print: _____
My commission expires: _____

Buyer's Broker Initials _____

Buyer's Initials _____

CITY OF LA CROSSE DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
APPLICANT CONFLICT OF INTEREST STATEMENT*

CITY STAFF	POSITION	CHECK IF NO RELATIONSHIP	FAMILY (state relationship)	BUSINESS (state relationship)
Jason Gilman	Director, Planning & Dev	<input type="checkbox"/>		
Caroline Gregerson	Community Dev Admin	<input type="checkbox"/>		
Andrea Schnick	Economic Dev Admin	<input type="checkbox"/>		
Dawn Reinhart	Neighborhood Hsng Dev Assoc	<input type="checkbox"/>		
Kevin Clements	Housing Specialist	<input type="checkbox"/>		
Kevin Conroy	Housing Specialist	<input type="checkbox"/>		
Tara Fitzgerald	Federal Programs Acct Tech	<input type="checkbox"/>		
CDC Committee:				
Tim Kabat	Mayor and chair	<input type="checkbox"/>		
Mike Lemmon	Citizen member and vice chair	<input type="checkbox"/>		
Phillip Ostrem	Council member	<input type="checkbox"/>		
Barb Janssen	Council member	<input type="checkbox"/>		
Adam Hatfield	Citizen member	<input type="checkbox"/>		
Linda Lee	Council member	<input type="checkbox"/>		

APPLICANT NAME:

APPLICANT SIGNATURE:

DATE:

*Per 24CFR 570.611

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Buyer's Initials _____

4. Single family design Standards

Please score your anticipated single family home designs.

YOUR SCORE	POINTS	INCENTIVE	INCENTIVE DESCRIPTION
	5	EXTERIOR MATERIALS	Primary exterior materials are to be: ¹ - Natural: wood, brick, stone – may be cultured - Traditional: shingle, stucco, clapboard – may be composite cement/OSB siding, board and batten. The material shall be consistent on the front and side elevations. <i>Premium vinyl .044 thickness or greater, will receive 2 points for this incentive²</i>
	4	WINDOWS	Elevations facing a street shall have a minimum of 20% area as window. Elevations not facing a street shall have a minimum of 10% area as window. Windows shall be double/single hung, casement, awning, or picture/fixed appropriate to the style of the house design.
	3	GARAGE	Vehicular access shall be from alley if present. Exterior materials shall be compatible with the house. Front wall of the garage must set back a minimum of 5 feet from the front elevation of the house.
	3	BASEMENT	The house provides a basement as defined by the building code. ³
	2	PORCH	An unenclosed front porch comprising of at least 25% of the front elevation. ⁴
	2	ARCHITECTURAL ENHANCEMENTS	Decorative accessories and accented trim, in the form of friezeboard, vertical corner trim, drip caps, gable vents, shingles and shakes.
	2	FRONT ENTRY	The primary entrance shall be on the front elevation and face the street. ⁵
	2	ROOF	Gable roofs shall be 5:12 pitch or steeper. Hip roofs shall be 4:12 pitch or steeper. Flat roofs shall not comprise more than 25% total of the roof area. Roofs shall be shingle (wood/asphalt), metal or standing seam roofs. Roof overhangs shall extend a min. of 12 inches on all elevations.
	2	LANDSCAPE	The front yard of the property shall be landscaped with shrubs or grass or sod. Bonus point for planted tree(s) or storm water management landscaping (rain garden, etc.), porous paving.
	1	GREEN ENERGY or ADA Compliant	House meets a green energy standard (energy star, LEED, etc.) or be Universal Design.
=	=26	NEED 21 TOTAL POINTS TO QUALIFY	

¹ If there are changes in exterior materials and color, they should occur between horizontal bands and be used to establish a base, middle, or top portion of the house.

² No vinyl less than .044 or concrete block used as a finish material.

³ Exceptions may be made for accessibility concerns or for flood plain concerns.

⁴ Exception may be made if architectural period-style does not utilize front porch.

⁵ Consult with Housing Rehabilitation Program for reverse corner lot.

Buyer's Broker Initials _____

Buyer's Initials _____