

13-322

**AGREEMENT AND PLAN OF RECLAMATION, REHABILITATION AND
REUTILIZATION OF VACANT, ABAONDED, TAX-FORECLOSED OR OTHER
REAL PROPERTY IN SUMMIT COUNTY, OHIO
AND
AGREEMENT FOR THE COUNTY OF SUMMIT TO SERVE AS MANAGEMENT
AGENT AND TO PROVIDE ONGOING ADMINISTRATION AND SUPPORT TO THE
SUMMIT COUNTY LAND REVITILIZATION CORPORATION**

THIS AGREEMENT AND PLAN ("Agreement"), entered into as of the ___ day of July, 2013, by and between the County of Summit, Ohio (the "County"), a county organized and existing under the Constitution and laws of the State of Ohio (the "State") and the Summit County Land Reutilization Corporation (the "Corporation") a county land reutilization corporation organized and existing as a corporation not-for-profit under the laws of the State:

WHEREAS, in accordance with Section 1724.10(A)(2) of the Ohio Revised Code ("ORC"), the Corporation has been designated by the County as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in Summit County; and

WHEREAS, the County and the Corporation desire to enter into an agreement pursuant to division (B) of Section 1724.10 of the ORC to provide for, among other things, a plan for Summit County for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in Summit County; and

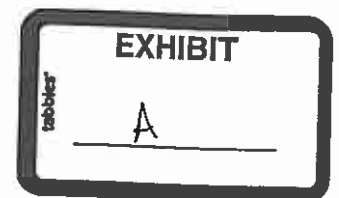
WHEREAS, the Corporation has prepared a plan (the "Plan") of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in Summit County; and

WHEREAS, the Corporation and the County desire to incorporate the terms and provisions of the Plan into this Agreement so that this Agreement will embody and constitute the plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County provided for under division (B) of Section 1724.10 of the ORC; and

WHEREAS, Section 3.2 of the Corporations' Code of Regulations authorizes the Board of Directors to designate a Management Agent to conduct the day-to-day business and affairs of the Corporation and provide for the management and control of the Corporation's properties; and

WHEREAS, the Corporation and the County desire to provide in this Agreement for the County to perform certain administrative and support services for the Corporation, including, but not limited to, the County serving as Management Agent for the Corporation.

NOW, THEREFORE, the County and the Corporation do hereby agree as follows:



ARTICLE I
THE PLAN, GENERALLY

Section 1.1 General Plan Purposes

The Plan for the Corporation, as the sole agent for the County designated to carry out the Plan, shall be the following:

- a) To promote and facilitate the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in Summit County to the fullest extent possible within the legal and fiscal limitations applicable to the Corporation;
- b) To efficiently hold and manage vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization, provided, however, that the Corporation generally intends to minimize, to the extent possible, costs incurred for the holding, maintenance, and management of said real property;
- c) To assist governmental entities and other nonprofit or for-profit persons to assemble, clear and clear the title of vacant, abandoned, or tax-foreclosed real property;
- d) To promote economic and housing development in Summit County and Northeast Ohio;
- e) To advance, encourage, and promote the industrial, economic, commercial, and civic development of Summit County; and
- f) In furtherance of the preceding purposes in items a) through e), and not as a limitation on any of the powers of the Corporation under Chapter 1724 of the ORC, to exercise any and all of the powers conferred upon a county under Chapter 5722 of the ORC and any ancillary or related statutes.

Section 1.2 Intent of the Parties with Respect to Implementation of the Plan

In connection with implementation of this Plan by the Corporation, it is the intention of the parties hereto to work cooperatively with other governmental entities and persons, especially with those that have elected to exercise the powers set forth in Chapter 5722 of the ORC in pursuit of purposes similar to those in this Plan. Specifically, to the extent possible, the Corporation shall coordinate the reclamation, rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real property and all other activities outlined in Section 1.1 with the local government where the property and/or activity is located.

Section 1.3 Compliance with Applicable Zoning and Planning Laws

Implementation of the Plan shall be effected in compliance with all zoning and planning laws applicable to the real property which is the subject of action under this Plan.

Section 1.4 Construction of Provisions of the Plan

All provisions of this Plan shall be liberally construed, subject to any limitation thereon in the ORC applicable to the Corporation or the County. Any provision in this Agreement and Plan that references real property, without more, whether by use of such term or

others of similar import, such reference shall be understood or interpreted to mean "real property within Summit County."

ARTICLE II

ACTIONS IN FURTHERANCE OF THE PLAN

Section 2.1 Powers of the Corporation

In the furtherance of promoting and facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County, the Corporation, as a community improvement corporation organized under, and for the purposes of, Chapter 1724 of the ORC, and designated to act as the electing subdivision, as defined in division (F) of Section 5722.01 of the ORC, for and on behalf of the County, may exercise any or all of the powers authorized in sections 1724.02 and 1724.01 and Chapter 5722 of the ORC, including, but not limited to the following:

- a) To purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell, convey, transfer, lease, sublease, or otherwise dispose of real property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof;
- b) To acquire, reclaim, manage, or contract for the management of improved or unimproved and underutilized real property for the purpose of constructing industrial or commercial buildings, other business establishments or housing thereon, or causing the same to occur, for the purposes of assembling and enhancing utilization of the real property;
- c) To serve as an agent for grant applications and the administration of grants or to make applications as principal for grants to the Corporation;
- d) To engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties which the Corporation owns or in which it has legal interest whether or not subject to a delinquent tax or assessment lien, or property for which a municipal corporation or township has contracted with the Corporation to provide code enforcement or nuisance abatement assistance;
- e) To purchase tax certificates at auction, negotiated sale or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to sections 5721.30 to 5721.43 of the ORC;
- f) To be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage;
- g) To borrow money for any of the purposes of a county land reutilization corporation by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein;
- h) To mortgage, pledge, or otherwise encumber any real property acquired by the Corporation in the furtherance of its purposes;
- i) To make loans to any person, firm, partnership, corporation, joint stock company, association, or trust for the purpose of furthering the purposes of the Corporation,

- and to establish and regulate the terms and conditions with respect to any such loans;
- j) To acquire nonproductive land, as defined in division (F) of Section 5722.01 of the ORC, through the exercise, and as electing subdivision on behalf of the County, of the powers set forth in Chapter 5722 of the ORC;
 - k) To accept a conveyance in lieu of foreclosure of any delinquent land from the proper owners thereof and to accept from the Summit County Fiscal Officer properties escheated to the State both before and after the execution and delivery of the Agreement;
 - l) To enter into agreements with municipal corporations and townships within the boundaries of Summit County for implementation within such municipal corporations and townships for the purposes of the Corporation and the purposes of Chapter 5722 of the ORC;
 - m) To establish databases identifying the vacant, abandoned, tax-foreclosed and nonproductive real properties within Summit County which are in need of reclamation, rehabilitation, and reutilization and to enter into agreements with municipal corporations or townships for cooperative sharing and use of such databases;
 - n) To assist municipal corporations and townships in preparing plans for acquiring vacant, abandoned or tax-foreclosed real properties within their boundaries and for the reclamation, rehabilitation and reutilizations of such properties so as to return such properties to productive use and thereby to foster economic and housing growth within the County;
 - o) To prepare, or to participate in or partner with post-secondary educational institutions or other entities for the preparation of studies or analyses of the causes of or contributing factors in vacancy, abandonment and tax delinquency of real property in the County and the methods and manner of reclaiming, rehabilitating and reutilizing vacant, abandoned, tax-foreclosed and nonproductive real property in the County;
 - p) To partner with the State and agencies of the State in pursuit and implementation of the purposes of the Corporation;
 - q) To develop, implement and maintain programs designed to creatively revitalize property such as deconstruction and recycling of building and other materials, urban forestry, agriculture, greenhouses, green infrastructure, water retention, parks, human resource programs such as workforce development, and other job creation or vocational programs other than governmental workforce development programs and faith-based initiatives; and
 - r) To take such other actions authorized under Ohio law and are consistent with and will facilitate the implementation of the purposes of the Corporation.

ARTICLE III **SERVICES TO BE PERFORMED BY COUNTY**

Section 3.1 County as Management Agent

The County shall serve as the Management Agent ("Agent") for the Corporation, and shall assist the Corporation in the administration and execution of this Agreement and the general administration of the Corporation's affairs. The services to be performed by the County are provided in Section 3.2 of this Agreement. The parties understand and acknowledge that the services under this Agreement will be primarily provided by the Department of Community and Economic Development, with assistance by the County Fiscal Officer and other County Executive Office Staff.

Section 3.2 Scope of Services

Services to be provided by the County under this Agreement include, but are not limited to, the following:

- a) Pursuant to Section 3.1 of this Agreement, and Section 3.2 of the Corporation's Code of Regulations, incorporated herein, as and when necessary, serve as the Management Agent for the Corporation in the conduct of the day-to-day business and affairs of the corporation and provide for the management and control of its properties, with all of the powers and duties of the Executive Director and officers of the corporation, as defined in Section 6.3.1 through 6.3.4 of the Corporation's Code of Regulations.
- b) As Agent for the Corporation, and when necessary, assist the Corporation in the execution of the powers granted to it in sections 1724.02 and 1724.01 and Chapter 5722 of the ORC, and incorporated in Section 2.1 of this Agreement.
- c) Provide for all financial functions, including those necessary for accounting, auditing, budgeting, financial analysis, and capital asset and property management, in accordance with Generally Accepted Accounting Principles, and the Corporation's Code of Regulations.
- d) Establish accounts, and receipt and disburse Corporation funds, upon request from the Corporation's Board of Directors, officers, or authorized staff.
- e) At each regular meeting of the Corporation's Board of Directors, but no less than on a quarterly basis, or more frequently as requested by the Corporation, provide detailed financial reports to the Corporation, the content of which shall be agreed upon by the parties.
- f) Provide any information and assistance necessary to assist in the preparation of the budgets, appropriations measures, annual financial reports, internal and external performance audits, or other reports, instruments, audits or reviews that may be required from time to time.
- g) Perform any necessary payroll, human resource, communication and any other administrative back-office operations that the County would typically provide to other offices, agencies and departments of the County.
- h) Maintain appropriate documentation to ensure compliance with, and fulfillment of, any grant, loan, or other similar program, such as may be necessary for audit purposes.
- i) Provide services to the Corporation under separate administration agreements for the Moving Ohio Forward Program or any other similar federally or state sponsored/funded program. The administration agreements may provide for additional compensation to be paid to the County by Corporation in addition to any Compensation set forth in Section 3.3 of this Agreement.
- j) Provide office facilities to the Corporation, the cost of which is included as part of the Compensation set forth in Section 3.3 of this Agreement.
- k) Provide office, clerical, administrative, legal and general support staff and services from the County Executive's Department of Community and Economic Development, County Fiscal Office, other County Executive Departments and any other necessary and appropriate County office to perform the services and functions set forth in this Article III.
- l) Provide any supplies, equipment, material and other incidental items necessary to perform the services and functions set forth in this Article III.

Section 3.3 Compensation

As compensation for the services rendered by the County to the Corporation, the Corporation shall pay to the County the sum of \$100,000.00, annually, commencing January 1, 2013 and continuing through the term of this agreement. The total amount paid by the Corporation to the County under this Agreement shall not exceed the sum of \$300,000.00. Additionally, the Corporation shall pay County for any administrative services provided pursuant to administrative agreements for the Moving Ohio Forward Demolition Program or any similar state or federally sponsored/funded program. Payment for the calendar year 2013 shall be made on July 31, 2013 and payments for calendar years 2014 and 2015 shall be made by January 15th of the respective years. In the event of an early termination as set forth in Section 4.4, County shall be entitled to a pro-rata portion of the annual compensation for the time in which this Agreement is in effect and shall remit the balance to the Corporation.

Section 3.4 Previous Services

The parties understand and acknowledge that any and all services provided by the County to the Corporation in the formation and start-up of the Corporation were provided consistent with this Agreement and each party acknowledges and ratifies the sufficiency and appropriateness of said services. County shall not receive any additional compensation from Corporation for said services aside from the compensation identified in Section 3.3 of this Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Amendments to the Plan

This Agreement may be amended and supplemented from time to time, provided that all such amendments and supplements shall be in writing and shall be duly approved and signed by the Corporation and the County.

Section 4.2 No Prohibition on Independent exercise of Government Powers

No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the County from independently exercising any and all powers it may have under the Constitution or laws of the State.

Section 4.3 Fiscal Matters

Nothing in this Agreement shall be construed as requiring the County, and the County shall not be required, to make financial contributions to the Corporation or shall be construed as permitting the Corporation to obligate the County except as expressly set forth in this Agreement, provided, however, that nothing in this Section shall be construed as a limitation on, or a prohibition on acting pursuant to any terms and provision in Ohio law providing for the fiscal matters of the Corporation including, but not limited to, increasing the Delinquent Tax and Assessment Collection ("DTAC") fee up to an additional five per cent (5%).

In such regard, but only to the extent that the additional DTAC fee has been deposited in accordance with division (B) of Section 321.261 of the ORC in the County Land

Reutilization Corporation Fund established in accordance with Section 321.263 of the ORC, Summit County Council shall appropriate the portion, or all of such fee, so deposited, as shall have been requested by the Corporation.

Section 4.4 Term and Termination

The term of this Agreement shall commence on January 1, 2013 and shall continue in effect until December 31, 2015, unless terminated in accordance with this Section 4.4. Each of the parties to this Agreement may terminate this Agreement at will, for any reason, upon prior written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. From, and after notice of termination, no further actions, agreements, contracts, liabilities, or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated, or incurred prior to notice of termination shall not be affected by such termination and this Agreement shall remain in full force and effect as to any such action, agreement, contract, liability, or obligation and the Corporation shall continue as the agency of the County under this Agreement and the designation by resolution of the Corporation as agency of the County made by the Summit County Council for the purposes of full performance of all such actions, agreements, contracts, liabilities, or obligations.

Section 4.5 Notice

Any notice required, or permitted, by this Agreement shall be delivered personally, by certified mail, or by electronic mail ("e-mail") to the party at the address(es) listed below:

IF TO THE COUNTY:

IF TO THE CORPORATION:

First Class Mail:

Fist Class Mail:

Russell M. Pry, County Executive
County of Summit
175 South Main Street, Suite 800
Akron, Ohio 44308

Kristen M. Scalise, Chair
Summit County Land Reutilization Corporation
175 South Main Street, Suite 400
Akron, Ohio 44308

Electronic Mail (e-mail):

rpry@summitoh.net

Electronic Mail (e-mail)

kscalise@summitoh.net

With a Copy to:

Deborah Matz, Director Department of
Law, Insurance & Risk Management
County of Summit
175 South Main Street, Suite 800
Akron, Ohio 44308

Patrick Bravo, Secretary-Treasurer
Summit County Land Reutilization Corporation
175 South Main Street, Suite 400
Akron, Ohio 44308

Electronic Mail (e-mail):
dmatz@summitoh.net

Electronic Mail (e-mail)
pbravo@summitoh.net

Any party may change its notice address upon prior written notice of such change to the other party provided, however, that non-receipt of any notice by the recipient party shall not affect the efficacy of the notice of non-receipt was caused by a change in the recipient's notice address of which such recipient had not properly notified the party giving notice in accordance with this Section 4.5.

IN WITNESS WHEREOF, the County and the Corporation, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

SUMMIT COUNTY LAND REUTILIZATION CORPORATION

By: _____
Kristen M. Scalise, Chair
Summit County Land Reutilization Corporation

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry, Executive
County of Summit

Approved as to form and correctness:

By: _____
Deborah S. Matz, Director of Law,
Insurance and Risk Management