

The Board of Directors of the Stark County Land Reutilization Corporation (the “Board of Directors”) met in special session on the 26<sup>th</sup> day of June 2012 at 11 o’clock, am EST, in the Stark County Administration Building, Suite# 240 – 2<sup>nd</sup> Floor Commissioner Conference Room with the following Directors present:

Alexander Zumbar, County Treasurer &  
Chair

Janet Weir Creighton, County  
Commissioner

Tom Bernabei, County Commissioner

Lem Green, Municipal Representative

Scott Haws, Township Representative

Mr. Tom Bernabei moved the adoption of the following resolution (this “Resolution”):

**RESOLUTION NO. 2012-8**

**ADOPTING AN AGREEMENT AND PLAN WITH THE COUNTY**

WHEREAS, the Board of Stark County Commissioners (the “Board of Commissioners”), by resolution has elected under ORC Section 5722.02 to adopt and implement the procedures set forth in ORC Sections 5722.02 to 5722.15, and in such resolution and pursuant to ORC Section 1724.04, has directed the Stark County Treasurer (the “County Treasurer”) to organize under ORC Chapters 1724 and 1702, the Stark County Land Reutilization Corporation (the “SCLRC”) for the purpose of exercising the powers granted to a county under ORC Chapter 5722 and desires to designate the SCLRC as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed and other real property in Stark County, Ohio (the “County”); and

WHEREAS, pursuant to ORC Section 1724.04, the County Treasurer has heretofore filed with the Secretary of State of the State of Ohio (the “Secretary of State”) Articles of Incorporation (the “Articles”) to incorporate the SCLRC and has received written evidence from the Secretary of State that the Articles have been filed and recorded and that the SCLRC is legally existing under Ohio law; and

WHEREAS, the Board of Commissioners by resolution has designated pursuant to subdivision (A)(2) of ORC Section 1724.10 the SCLRC as its agency for the reclamation,

rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county and for the exercise of the County's powers under ORC Chapter 5722; and

WHEREAS, pursuant to division (B) of ORC Section 1724.10 the Board of Commissioners has directed the SCLRC to prepare an agreement (the "Agreement") to provide for the plan of reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County (the "Plan" and collectively with the Agreement, the "Agreement and Plan") and to cause the Agreement and Plan to provide for the extent to which the SCLRC will participate as the agency of the County in carrying out the Plan; and

WHEREAS, SCLRC now desires to approve the form of and execute the Agreement and Plan attached hereto as Exhibit A and upon its execution on behalf of the SCLRC submit the same to the Board of Commissioners for confirmation in accordance with ORC Section 1724.10(B)(1) and execution by the Board of Commissioners; and

WHEREAS, the Board of Directors hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including ORC Section 121.22;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stark County Land Reutilization Corporation that:

Section 1. This Board of Directors hereby approves the form of Agreement and Plan attached to this Resolution as Exhibit A, with changes therein not inconsistent with this Resolution and ORC Chapters 1724 and 5722; provided, that the approval of those changes by the ECRLC and their character as not being inconsistent with this Resolution and ORC Chapters 1724 and 5722 shall be evidenced conclusively by the execution of the Agreement and Plan by Alexander Zumbar , Chair of the SCLRC, pursuant to the authority granted in Section 2 of this Resolution.

Section 2. This Board of Directors hereby authorizes and directs Alexander Zumbar, Chair of the SCLRC, to execute the Agreement and Plan and to cause the same to be delivered to the Board of Commissioners for its approval, execution and delivery.

Section 3. This Board of Directors hereby acknowledges and agrees that upon the execution of the Agreement and Plan by both of the parties thereto the Agreement and Plan will constitute the plan for reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed and other real property within the boundaries of the County.

Section 4. The Secretary of the SCLRC is hereby authorized and directed to deliver a certified copy of this Resolution and two (2) original counterparts of the Agreement and Plan to

the Clerk of the Board of Commissioners immediately upon their execution as provided for in Section 2 of this Resolution.

Section 5. This Resolution shall take effect and be in force immediately upon its adoption.

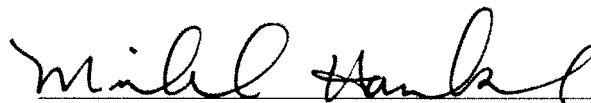
Mr Haws seconded the motion.

Upon roll call on the adoption of this resolution, the vote was as follows:

Ayes: 5

Nays: 0

The undersigned, Secretary *pro tem* of the Stark County Land Reutilization Corporation certifies that the foregoing is a true and correct excerpt from the minutes of the meeting of June 26, 2012, of the Board of Directors of the Stark County Land Reutilization Corporation, showing the adoption of the Resolution above set forth.



Michael Hanke, Secretary *pro tem*

Stark County Land Reutilization Corporation

Dated: August 7, 2012

**AGREEMENT AND PLAN**

OF RECLAMATION, REHABILITATION, AND REUTILIZATION OF  
VACANT, ABANDONED, TAX-FORECLOSED OR OTHER  
REAL PROPERTY IN STARK COUNTY, OHIO

**THIS AGREEMENT AND PLAN**, entered into as of the 26 day June of 2012 (collectively, the "Agreement"), by and between the County of Stark, Ohio (the "County"), a county organized and existing under the Constitution and laws of the State of Ohio, and the **Stark 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 of Ohio (the "State").

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

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

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

## ARTICLE I

### **The Plan Generally**

Section 1.1. **The Plan Purposes Generally.** The Plan for the Corporation, as the sole agency 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 the 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;
- 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 the County or region;
- e) to advance, encourage, and promote industrial, economic, commercial, and civic development of a community or area of the 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 Revised Code, to exercise any or all of the powers conferred upon a county under Chapter 5722 of the Revised Code and any ancillary or related statutes.

Section 1.2. **Intention of Parties with respect to Implementation of Plan.** In connection with the 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 Revised Code in pursuit of purposes similar to those of this Plan.

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 limitations thereon, in the Revised Code applicable to the Corporation or the County. If in any provision in this Agreement and Plan reference is made to "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 the County."

## ARTICLE II

### **Actions in Furtherance of the Plan**

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 172 of the Revised Code and designated to act as the electing subdivision (as defined in division (F) of Section 5722.01 of the Revised Code) for and on behalf of the County, may exercise any or all of the powers authorized in Sections 1724.02 and 1724.10 and Chapters 5722 of the Revised Code, 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 plants, other business establishments, or housing thereon, or causing the same to occur, for the purpose 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 a legal interest whether or not subject to a delinquent tax or assessment lien, or property for which a municipal

corporation or a 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 Revised Code;
- 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, 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 Revised Code) through the exercise, as the electing subdivision on behalf of the County, of the powers set forth in Chapter 5722 of the Revised Code;
- k) To accept a conveyance in lieu of foreclosure of any delinquent land from the proper owners thereof and to accept from the County Auditor properties escheated to the State both before and after the execution and delivery of this Agreement;
- l) To enter into agreements with municipal corporations and townships within the boundaries of the County for implementation within such municipal corporations and townships of the purposes of the Corporations and the purposes of Chapter 5722 of the Revised Code;

- m) To establish databases identifying the vacant, abandoned, tax-foreclosed and nonproductive real properties within the 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 reutilization 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 the 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 that are authorized under Ohio law and are consistent with and will facilitate the implementation of the purpose of the Corporation.

### **ARTICLE III**

#### ***Miscellaneous***

Section 3.1. Amendments to the Plan. This Agreement and the Plan may be



amended and supplemented from time to time provided that all such amendments and supplements shall be in writing, shall be duly approved by the Corporation and the County and shall be executed by the proper officers of each.

Section 3.2. No Prohibition on Independent Exercise of Governmental Powers. No provision, term, or covenant contained in this Agreement and Plan 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 3.3. Fiscal Matters. Nothing in this Agreement and Plan 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 and Plan; provided, however, that nothing in this Section shall be construed as a limitation on, or a prohibition on acting pursuant to, any terms and provisions in Ohio law providing for the fiscal matters of the Corporation, including, but not limited to, its receipt of penalties and interest collected on Current Year Unpaid Taxes and on Current Year Delinquent Taxes (each as defined in division (D) of Section 321.341 of the Revised Code) to the extent permitted under 321.341 and other applicable Sections of the Revised Code. In such regard, but only to the extent that the penalties and interest on such Current Year Unpaid Taxes and Current Year Delinquent Taxes have been collected by the Treasurer of the County and deposited in accordance with division (C) of Section 321.341 of the Revised Code in the County Land Reutilization Corporation Fund established in accordance with Section 321.263 of the Revised Code, the Board of County Commissioners of Stark County shall appropriate the portion or all of such penalties and interest so deposited as shall have been requested by the Corporation.

Section 3.4. County Health Insurance Benefits. If (a) the Corporation requests in writing that its officers and employees be offered the opportunity to receive health care insurance under a health care insurance policy available to the employees and elected and appointed officials of the County and (b) the Corporation agrees to pay, and pays, to the County any and all premiums payable for such health care insurance, then, the County, unless otherwise prohibited by law, may, at its discretion, include the officers and employees of the Corporation electing health insurance coverage as members of the health care insurance policies provided by the County for its employees and elected and public officials.

Section 3.5. Access to Other County Programs and Services. The County hereby agrees that the Corporation may enter into a contract with each of the County Automatic Data Processing Board pursuant to Section 307.846 of the Ohio Revised Code and the

County Microfilming Board pursuant to Section 307.806 of the Ohio Revised Code. The County further agrees to make available to the Corporation internet connectivity for various protocols through the county wide area network, including HTTP, HTTPS, IMAP, SMTP, POP, FTP, SFTP, and others as needed, both inbound and outbound, and IP telephony through the county phone switch. The Corporation hereby agrees to pay upon invoice the fees and costs for services and products rendered charged to other County agencies and departments utilizing such services and products. The County further agrees that unless prohibited by law the Corporation upon written request to the County shall have connectivity (including the use of hardware resources as necessary to facilitate the connectivity) to the IT network of the Auditor's and Treasurer's office for access to the ACS Auditor Real Estate & Appraisal and Treasurer Billing and Collection system and to the network of the other County offices for access to various integrated systems and platforms serving such offices, including but not limited to, the Stark County Enterprise GIS platform solely for the purpose of pursuing and achieving its purposes and mission. The Corporation agrees that in accessing the other systems and platforms of such County offices and the use of County hardware therefore that it shall pay upon invoice any fees or costs customarily charged to other County agencies and departments utilizing such systems. The County further agrees to assist the Corporation with future developments of new systems and platforms, subject to the mutual agreement of the parties as to the payment therefor.

Section 3.6. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue in effect thereafter unless terminated in accordance with this Section 3.6. Each of the parties to this Agreement may terminate this Agreement and Plan upon written notice to the other party setting forth the termination date of the Agreement and Plan. The termination date (the "Termination Date") specified in the notice shall not be any earlier than the first day of the calendar month that immediately succeeds the first anniversary of the giving of written notice of termination. From and after the Termination Date no further actions, agreements, contracts, liabilities, or obligations shall be initiated or incurred pursuant to this Agreement and Plan, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the Termination Date shall not be affected by such termination and this Agreement and Plan 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 Plan and the designation by resolution of the Corporation as agency of the County made by the Board of County Commissioners of Stark County, Ohio for the purposes of full performance of all such actions, agreements and contracts, liabilities or obligations.

Section 3.7 Notices. All written notices required to be given by one of the parties hereto to the other party under this Agreement and Plan or under any sections of the Revised Code that relate to the function of the Corporation as the designated agency of the County for purposes of this Agreement and Plan shall, unless otherwise specified herein or in the Revised Code, be deemed duly given by delivering such written notice to the following electronic mail address of the intended recipient party or to the following first class mail delivery address of the intended recipient party to the attention of the proper party:

IF TO THE COUNTY:

IF TO THE CORPORATION:

*First Class Mail:*

*First Class Mail:*

Board of Stark County Commissioners  
110 Central Plaza S., Suite# 200  
Canton, OH 44702  
Attention: Clerk of the Board  
of Commissioners

Stark County Land Reutilization Corporation  
110 Central Plaza S., Suite# 250  
Canton, OH 44702-1410  
Attention: President

*Electronic Mail (e-mail):*

mehanke@co.stark.oh.us  
rflory@co.stark.oh.us

*Electronic Mail (e-mail):*

aazumbar@co.stark.oh.us

Any party may change its notice address upon 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 if non-receipt was caused by a change in the recipient's notice address of which such recipient had not notified the party giving notice in accordance with this Section 3.7.

[SIGNATURE PAGE TO FOLLOW]

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

**STARK COUNTY LAND REUTILIZATION CORPORATION**

By: Alexander A. Zumbar  
Alexander A. Zumbar, ~~President~~ CHAIRMAN

Attest:

Mildred E. Hankel  
Secretary, Pro Tem

Approved as to Form:

\_\_\_\_\_

**COUNTY OF STARK, OHIO**

By: \_\_\_\_\_  
Thomas M. Bernabei, President  
Board of Stark County Commissioners

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Asst. County Prosecuting Attorney