

**UNION COUNTY LAND REUTILIZATION CORPORATION BOARD MEETING  
MINUTES OF MAY 4, 2023**

**Attendance:**

Voting Members Andrew Smarra, President and Union County Treasurer; David A. Lawrence, Union County Commissioner; Dave Burke, Union County Commissioner; Shelley Beeney, Local Realtor; and Brad Lutz, Marysville Deputy City Manager/Finance Director (voting on behalf of Terry Emery) were present.

Also in attendance were: Savannah Allen, Union County-Marysville Economic Development Project Coordinator; Letitia Rayl, Assistant County Administrator/Budget Officer and Land Bank Treasurer; Thayne Gray, Union County Assistant Prosecuting Attorney; Zach Andrews, City of Marysville Code Enforcement; William Narducci, Union County Administrator; Brad Bodenmiller, Director/LUC Regional Planning Commission; Heather Martin, Operations Manager, LUC Regional Planning Commission; Tim Aslaner, Marysville City Law Director (arrived at 8:42 a.m.); and Sara Early, Clerk to the Board of Commissioners and Acting Secretary to Land Reutilization Corporation Board.

Mr. Smarra called the meeting to order at 8:33 a.m.

**Resolution 23-21 – Approval of April 6, 2023 Meeting Minutes:**

A motion was made by Commissioner Lawrence and seconded by Ms. Beeney to approve the April 6, 2023 meeting minutes. All in favor, motion carried.

**Financial Report:**

Ms. Rayl stated that she had emailed some items to the board yesterday. Richwood Bank is not putting their statements online until the second week of the month. Including the deposit for the purchase of 332 South Oak Street, the fund balance is \$962,415.45.

**Old Business:**

**Potential Partnership with LUC Regional Planning Commission:**

Mr. Smarra stated that the board is interested in seeing how the LUC Regional Planning Commission could help facilitate activities. They want to understand what they are currently doing for Logan County and how this board could facilitate things more efficiently.

Ms. Martin distributed the following materials and discussed the LUC Regional Planning Commission's role in assisting the Logan County Land Reutilization Corporation:



## Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

### Administration Services Provided

- Administrative
  - Creating an agenda and taking minutes at the meeting; creating calendar appointments for meetings.
  - Completing for the Secretary of State forms for continued operation yearly and providing to the Treasurer.
- Creation of policies and procedures
  - Examples:
    - Records Retention Policy
    - Property Disposition Policy
    - Currently working on a Conflict-of-Interest policy
- Ohio Land Bank Association
  - Logan County is a member of the Ohio Land Bank Association. As part of that I attend their meetings, webinars and conferences.
- Grants
  - Logan County Land Bank has been awarded grants through the Abandoned Gas Station program, Building Demo & Site Revitalization program and the Neighborhood Initiative Program.
  - For the Demo program, I have handled this program from the initial contact with jurisdictions, gathering properties and all required information, completing the application, creating bid documents and contracts, scheduling all meetings required for that; I'm the contact person for all grant activities with the contractors. I receive all the invoices and additional documentation and ensure it meets requirements and then provide the information to the Treasurer to pay. I make reimbursement requests to the State, and all required quarterly reports.
  - Logan County contracted with an environmental assessment group to handle the Abandoned Gas Station grant. I maintain contact with them, receiving reports, ensuring signatures are completed by the Land Bank.
- Properties
  - I handle all the information for applications to the Land Bank and the paperwork requesting acquisition of these properties once the Board votes to do so.
  - I maintain contact with the purchaser and schedule closings on properties.
  - I arrange for the properties to be mowed with a contractor the Board uses.
  - I maintain a spreadsheet of current properties and previously owned properties.
- Website
  - LUC pays for the Land Bank website and domain name, and this is included in the billing for reimbursement.
  - I created the website and continue to update and maintain it as best serves the Land Bank.
  - A new addition to the website is a map created by LUC Planner Aaron, documenting all the parcels that have been improved by the Land Bank

10820 St. Rt. 347, PO Box 219  
East Liberty, Ohio 43319  
• Phone: 937-666-3431 •

• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)

- Financials
  - Logan County utilizes a local accounting firm for their financials. I provide support as needed to this firm, including providing information and reviewing the Hinkle support before submittal. The cost of this accounting firm is \$225 a month.
  - I create the Budget at the end of each year for approval by the Directors.
  - I provide support and any information needed for the Audit, including meeting with State Auditors to ensure we're meeting their requirements.
- Contract
  - I provide the contractor to the Board every March which is the Annual Meeting. Typically, the contract is \$10,000 but due to Demolition activities was increased to \$12,500. I monitor the administration costs to ensure we don't go over the contracted amount.
  - The hourly charge is my hourly rate plus fringe benefits. This rate changes as my rate changes.
  - I invoice the Land Bank twice a year. The first week of July for December – June activities and the first week of December for July – November activities.



## Logan County Land Reutilization Corporation

### Roles and Responsibilities

#### Executive Director

- Set-up meeting dates
- Coordinate with Administrator to set agenda and promote needed policy
- Lead the LCLRC and be knowledgeable of the LCLRC
- Lead the Board, promoting the importance of a "Professional Working Board"
- Run meetings in a timely manner
- Work with the Administrator to approve draft of minutes
- Handle policy issues and operational matters
- Communicate with Board, County Officials, Administrator, Attorneys between meetings – "Ongoing Communication"
- Take direction from the Board and complete duties as described
- Closings – attend and complete
- Attend other meetings when necessary – Village, Townships, City, etc.
- Sign all paperwork in a timely manner
- Attend state Land Bank meetings and seminars
- Take photos of Land Bank properties when necessary
- Work with vendors
- Financials – co-signer, help with banking when necessary
- Insurance – D&O and Liability
- Be aware of any conflict of interests
- Stay updated with properties and happenings in the county

#### Commissioners

- Attend meetings – "Professional Working Board"
- Board oversight
- Take active role in the LCLRC
- Respond to e-mails and texts in a timely fashion
- Promote Land Bank
- Familiarize yourself with properties of interest to the LCLRC
- While attending other meetings such as Township meetings, share the Land Banks work and the ability to possibly assist them with properties in their areas
- Communicate with other County Officials (Prosecutor, Auditor, Recorder, Treasurer, etc.)
- Work with vendors
- Run meetings, if necessary
- Offer opinions, insight in all matters
- Be knowledgeable of all areas of the LCLRC; properties, vendor use, insurance coverage, etc.
- Be aware of any potential conflict of interests

#### Treasurer

- Attend meetings – "Professional Working Board"

## Logan County Land Reutilization Corporation

- Board oversight
- Deposits and check writing in a timely manner
- Work with accounting firm (Belzer Accounting) to prepare monthly financial statements
- Present financial report at meetings
- Coordinate with Accounting firm – annual filings for the LCLRC, Hinkle Report
- Communicate with the Board members – information from the Treasurer’s office that is pertinent to the Land Bank (other County Officials and from Tax Payers)
- Help with closings that are held in the Treasurer’s Office
- Maintain files for the LCLRC
- Work with vendors
- Offer opinions and insights on all matters
- Updates on properties of interest for the LCLRC
- Be knowledgeable of all areas of the LCLRC
- Run meetings, if necessary
- Be aware of any potential conflict of interests

### City Representative

- Attend meetings – take active role
- Board oversight
- Attend meetings – “Professional Working Board”
- Promote Land Bank and its capabilities to help city
- Communicate with City Officials
- Monitor properties in the city that the LCLRC should consider and offer assistance – offer updates
- During meetings – use of technology for presentations
- Work with vendors
- Run meetings, if necessary
- Offer opinions and insights on all matters
- Be knowledgeable in all areas of the LCLRC
- CDBG and NIP grants when available – help coordinate for the LCLRC and the availability and use of these grants
- Be aware of any potential conflicts of interest

### Third Party Administrator

- Assist the Land Bank Board of Directors, understanding that the Board of Directors is a working board, with the implementation of Land Bank operations.
- Secretarial Duties - Keep the minutes of all meetings and proceedings of the Land Bank Board of Directors and shall make proper records of the same.
- Assist with the Land Bank’s acquisition, holding, disposition, and redevelopment of properties as follows:
  - Property Management
    - Coordinate property management contracts that are executed between the Land Bank and contractors.
  - Demolition

## Logan County Land Reutilization Corporation

- Coordinate demolition contracts that are executed between the Land Bank and contractors.
- Rehabilitation of Property
  - Develop partnerships with rehabbers on terms desirable for rehabbers and the Land Bank.
- Planning and Development
  - Engage in land use planning with political subdivisions and the Land Bank for strategic partnerships and creation of development revenue streams for the Land Bank.
- Web-site
- Copies of agendas
- Communicate with Board Members between meetings
- Research grants
- Keep LCLRC updated with happenings of other Land Banks, as well as, things happening in the area that might be pertinent to the LCLRC.

**Legal Counsel**

- Title Work – receive compensation
- Advise
- Attend meetings, when possible
- Prepare documents
- Review documents
- Attend closings, when necessary

**ADMINISTRATIVE SERVICES AGREEMENT**  
**Logan County Land Reutilization Corporation**

This Administrative Services Agreement ("Agreement") is made and entered into and effective on March 14, 2023 ("Effective Date") by and between the LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION (hereinafter referred to as "LUC") with an address of 10820 SR 347, P.O. Box 219, East Liberty, Ohio 43319, and the Logan County Land Reutilization Corporation (hereinafter referred to as "Land Bank"), with an office and principal place of business located at 100 S Mad River St, Bellefontaine, OH 43311.

**Recitals**

WHEREAS, Land Bank consists of a working board of community minded board members with no employees; and

WHEREAS, Land Bank desires to engage LUC for assistance to the Land Bank's working board as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, LUC desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

**Provisions**

- I. **Performance of the Services.** LUC shall:
  - A. Perform the Services as set forth in Exhibit A.
  - B. Give prompt notice to Land Bank should LUC observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
  
- II. **Obligations of Land Bank.** Land Bank shall:
  - A. Assist LUC by placing at its disposal all available information pertinent to the Services for the project.
  - B. Provide its own legal counsel by working with the office of the Logan County Prosecuting Attorney, or other attorney to provide legal counsel for Land Bank operations.
  - C. Give prompt notice to LUC should the Land Bank observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

EXHIBIT A

SCOPE OF SERVICES

- A. Assist the Land Bank Board of Directors, understanding that the Board of Directors is a working board, with the implementation of Land Bank operations.
- B. Secretarial Duties - Keep the minutes of all meetings and proceedings of the Land Bank Board of Directors and shall make proper records of the same.
- C. Assist with the Land Bank's acquisition, holding, disposition, and redevelopment of properties as follows:
  - 1. Property Management
    - Coordinate property management contracts that are executed between the Land Bank and contractors.
  - 2. Demolition
    - Coordinate demolition contracts that are executed between the Land Bank and contractors.
  - 3. Rehabilitation of Property
    - Develop partnerships with rehabbers on terms desirable for rehabbers and the Land Bank.
  - 4. Planning and Development
    - Engage in land use planning with political subdivisions and the Land Bank for strategic partnerships and creation of development revenue streams for the Land Bank.

III. **Term and Termination.** The Agreement shall commence on March 16, 2023, and shall terminate on the 15th day of March 2024. Land Bank may terminate this Agreement at any time by giving LUC thirty (30) days advance written notice. In the event this Agreement is terminated by Land Bank prior to its natural expiration, LUC shall be paid the amounts for work performed in accordance with this Agreement to the date of this early termination. Likewise, LUC may terminate this Agreement at any time by giving Land Bank thirty (30) days advance written notice.

IV. **Payment.**

- A. Land Bank shall compensate LUC at LUC's staff hourly rate plus fringe benefits plus cost of materials and mileage; however, total payments to LUC for this agreement will not exceed twelve thousand dollars (\$12,000.00)
- B. LUC may invoice Land Bank periodically for services rendered and Land Bank agrees to pay within thirty (30) days of receipt of invoice. LUC's invoice will include an itemization of tasks performed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 14 day of March, 2023

LOGAN COUNTY LAND REUTILIZATION CORPORATION

BY: [Signature]  
ITS: Director

LUC REGIONAL PLANNING COMMISSION  
BY: [Signature]  
ITS: Director

**Logan County Landbank Invoice**

**Invoice Date:** Jan-22  
**Administrator:** Logan-Union-Champaign Regional Planning Commission  
**Address:** 10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

**Billable Hours**

	<u>Rate:</u>	<u>Hours:</u>	<u>Cost:</u>
Brad Bodenmiller	\$ 49.64	0	\$ -
Heather Martin	\$ 30.96	50.5	\$ 1,563.48
Aaron Smith	\$ 32.00	0	\$ -
<b>Sub-Total:</b>			<b>\$ 1,563.48</b>

**Additional Cost**

Material Cost	\$ 156.00
Travel Cost	\$ 5.72
<b>Sub-Total:</b>	<b>\$ 161.72</b>

**Total Cost: \$ 1,725.20**

**Activity Details**

\_\_\_\_\_  
Signature Date

**Logan County Landbank Invoice**

**Invoice Date:** Feb-22  
**Administrator:** Logan-Union-Champaign Regional Planning Commission  
**Address:** 10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

**Billable Hours**

	<u>Rate:</u>	<u>Hours:</u>	<u>Cost:</u>
Brad Bodenmiller	\$ 49.64	0	\$ -
Heather Martin	\$ 30.96	54	\$ 1,671.84
Aaron Smith	\$ 32.00	0	\$ -
<b>Sub-Total:</b>			<b>\$ 1,671.84</b>

**Additional Cost**

Material Cost	\$ -
Travel Cost	\$ -
<b>Sub-Total:</b>	<b>\$ -</b>

**Total Cost: \$ 1,671.84**

**Activity Details**

\_\_\_\_\_  
Signature Date

**Logan County Landbank Invoice**

<b>Invoice Date:</b>	Mar-22
<b>Administrator:</b>	Logan-Union-Champaign Regional Planning Commission
<b>Address:</b>	10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

Billable Hours				
	Rate:	Hours:	Cost:	
Brad Bodenmiller	\$ 49.64	0	\$	-
Heather Martin	\$ 30.96	21.5	\$	665.64
Aaron Smith	\$ 32.00	0	\$	-
<b>Sub-Total:</b>			\$	<b>665.64</b>

Additional Cost		
Material Cost		\$ 128.70
Travel Cost		\$ 5.72
<b>Sub-Total:</b>		\$ 134.42

**Total Cost: \$ 800.06**

Activity Details

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

**Logan County Landbank Invoice**

<b>Invoice Date:</b>	Apr-22
<b>Administrator:</b>	Logan-Union-Champaign Regional Planning Commission
<b>Address:</b>	10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

Billable Hours				
	Rate:	Hours:	Cost:	
Brad Bodenmiller	\$ 49.64	0	\$	-
Heather Martin	\$ 30.96	17.5	\$	541.80
Aaron Smith	\$ 32.00	0	\$	-
<b>Sub-Total:</b>			\$	<b>541.80</b>

Additional Cost		
Material Cost		\$ -
Travel Cost		\$ -
<b>Sub-Total:</b>		\$ -

**Total Cost: \$ 541.80**

Activity Details

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date



**Logan County Landbank Invoice**

<b>Invoice Date:</b>	May-22
<b>Administrator:</b>	Logan-Union-Champaign Regional Planning Commission
<b>Address:</b>	10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

**Billable Hours**

	<u>Rate:</u>	<u>Hours:</u>	<u>Cost:</u>
Brad Bodenmiller	\$ 49.64	0	\$ -
Heather Martin	\$ 30.96	37.75	\$ 1,168.74
Aaron Smith	\$ 32.00	0	\$ -
<b>Sub-Total:</b>			<b>\$ 1,168.74</b>

**Additional Cost**

Material Cost	\$ -
Travel Cost	\$ 12.10
<b>Sub-Total:</b>	<b>\$ 12.10</b>

**Total Cost: \$ 1,180.84**

**Activity Details**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

**Logan County Landbank Invoice**

<b>Invoice Date:</b>	Jun-22
<b>Administrator:</b>	Logan-Union-Champaign Regional Planning Commission
<b>Address:</b>	10820 St. Rt. 347; PO Box 219; East Liberty, OH 43319

**Billable Hours**

	<u>Rate:</u>	<u>Hours:</u>	<u>Cost:</u>
Brad Bodenmiller	\$ 49.64	0	\$ -
Heather Martin	\$ 30.96	4.5	\$ 139.32
Aaron Smith	\$ 32.00	0	\$ -
<b>Sub-Total:</b>			<b>\$ 139.32</b>

**Additional Cost**

Material Cost	\$ -
Travel Cost	\$ -
<b>Sub-Total:</b>	<b>\$ -</b>

**Total Cost: \$ 139.32**

**Activity Details**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Logan County Landbank

Billable Hours																							
Staff:	January Hours Worked																						Total
Brad	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31		0
Heather	3	2	1			2	3	3	3	3		3.0	3	3	3.00	3	2	2.0	2.5	3	6		50.5
Aaron																							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Staff:	February Hours Worked																						Total
Brad	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28			0
Heather	4	3	4	2.0	3	3	3	3	1	3	0	0	0	0	5	4	4	3	4.0	5			54
Aaron																							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Staff:	March Hours Worked																							Total
Brad	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	0
Heather	1.0	0.5	0.5						2	1.0	1.0		1	2			1	1.5	1.0	1.5	2.5	3	2	21.5
Aaron																								0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Staff:	April Hours Worked																						Total
Brad	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		0
Heather					1		2	4	3			2	0.5	2		1	2						17.5
Aaron																							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Staff:	May Hours Worked																							Total
Brad	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	0	
Heather	2	1	3.0	3	2	3	2	2	3	6	3	3			1	1	2.75						37.8	
Aaron																							0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Staff:	June Hours Worked																						Total
Brad	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	0
Heather	1	1	1																0.5	0.5	0.5		4.5
Aaron																							0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

January Costs

Date	Item	Cost	Additional Info
1/9/22	Wx - Website	\$ 156.00	
	<b>Total Expenses</b>	\$ 156.00	

February Costs

Date	Item	Cost	Additional Info
	<b>Total Expenses</b>	\$ -	

March Costs

Date	Item	Cost	Additional Info
3/31/22	DocuSign yearly subscription	\$ 128.70	Voted on 3/29/22
	<b>Total Expenses</b>	\$ 128.70	

April Costs

Date	Item	Cost	Additional Info
Total Expenses		\$ -	

May Costs

Date	Item	Cost	Additional Info
Total Expenses		\$ -	

June Costs

Date	Item	Cost	Additional Info
Total Expenses		\$ -	



Wix.com LTD  
 40 Namal Tel Aviv, 6350671  
 Israel

**Issued to:**  
 REGIONAL PLANNING COMM UNION COUNTY  
 10820 St Rt 347 East Liberty  
 Ohio United States  
 LUC Regional Planning Commission

Invoice #974787171    Jan 9, 2022    Paid

Description	Site	Billing Period	Quantity	Amount
Premium Plan Combo	mysite	Yearly Jan 23, 2022 - Jan 23, 2023	1	\$156.00

<b>Payment Method: Visa ****1076</b>	Subtotal	\$156.00
	TAX (7%)	\$10.92
	<b>Total</b>	<b>\$166.92</b>



Wix.com LTD  
 40 Namal Tel Aviv, 6350671  
 Israel

**Issued to:**  
 REGIONAL PLANNING COMM UNION COUNTY  
 10820 St Rt 347 East Liberty  
 Ohio United States  
 LUC Regional Planning Commission

Refund #974787171-1 Feb 7, 2022

Description	Site	Billing Period	Quantity	Amount
Refund	mysite	-	-	-\$10.92

Payment Method: Visa \*\*\*\*1076

Total refund - \$10.92



DocuSign Inc.  
 221 Main St.,  
 Suite 1550  
 San Francisco, CA 94105

# INVOICE

Invoice Date: 03/31/2022  
 Invoice #: INV32265477  
 Payment Terms: Due Upon Receipt  
 Due Date: 03/31/2022  
 Purchase Order #:  
 Account Number: A01779568

Bill To: Heather Martin  
 heathermartin@lucplanning.com  
 10820 St Rt 347 nil  
 East Liberty,  
 Ohio 43319  
 United States

Ship To: Heather Martin  
 heathermartin@lucplanning.com  
 10820 St Rt 347 nil  
 East Liberty, Ohio 43319  
 United States

Subscription	Item	Description	Service Period	Quantity	Unit Price	Tax Amount	Extended Price
A-S01780439	SKU-00001571	DocuSign Personal Edition - Seat Subscription-Seats	03/31/2022-03/30/2023	1	120.00	8.70	120.00
							0.00
<b>Subtotal:</b>							120.00
<b>Tax*:</b>							8.70
<b>Total:</b>							128.70
Currency:							USD

**DO NOT REMIT PAYMENT**

Account will be settled using your chosen payment method on file.

January Costs

Date	Item	Cost	Additional Info
1/11/22	Mileage - Martin	\$ 5.72	Land Bank Meeting
<b>Total Expenses</b>		\$ 5.72	

February Costs

Date	Item	Cost	Additional Info
<b>Total Expenses</b>		\$ -	

March Costs

Date	Item	Cost	Additional Info
3/29/22	Mileage - Martin	\$ 5.72	Land Bank Meeting
<b>Total Expenses</b>		\$ 5.72	

April Costs

Date	Item	Cost	Additional Info
<b>Total Expenses</b>		\$ -	

May Costs

Date	Item	Cost	Additional Info
5/17/22	Mileage - Martin	\$ 12.10	
<b>Total Expenses</b>		\$ 12.10	

June Costs

Date	Item	Cost	Additional Info
<b>Total Expenses</b>		\$ -	

May 5, 2023

Dear Local Official:

In December 2022, the Land Bank was awarded a building demolition and site revitalization grant from the State of Ohio. With this grant, the Land Bank (or LCLRC) demolished 34 properties across the county.

The State of Ohio House Draft Budget for fiscal years 2024 and 2025 has again set aside funds for this program. The Land Bank is beginning the process of gathering properties for demolition, in the event this budget line item is included in the final budget. **There is no guarantee that there will be funding or that the buildings submitted will be demolished.**

**To qualify for this program a property must be abandoned, vacant and blighted.** If a property has been condemned, this property can qualify for the program, but it is not required.

**Information Required**

If your jurisdiction has a property that you believe may qualify, the LCLRC will need the following information **by no later than June 30, 2023**. All this information is required at submittal (please submit as a complete file), otherwise, the property will be considered incomplete and will not be considered.

- **Project description**
- **Scope of work needed**
- **Anticipated end use**
- **Photos of Site, including a picture providing proof of the address**
- **Verification from the City, Village or Township verifying the structure is blighted, vacant and abandoned**
- **Signed Voluntary Demolition of Property form**
- **If property has already been condemned, documentation confirming**
- **Cost Estimate**
- **Jurisdiction contact person and contact information**

**Eligible Property Guidelines**

Commercial and residential buildings on sites that are not brownfields are eligible. Commercial properties can include retail, office, manufacturing, industrial, industrial warehousing, institutional, or other non-residential or mixed-use purposes. Non-vacant and blighted structures are not eligible unless they are contiguous and/or connected to vacant and blighted structures that are necessary to demolish (for example, a free-standing barn or garage).

For questions, please contact Heather Martin at [heathermartin@lucplanning.com](mailto:heathermartin@lucplanning.com) or 937-666-3431.

Thank you,

Logan County Land Reutilization Corporation



# Logan County Land Reutilization Corporation

## VOLUNTARY DEMOLITION FORM

Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Property Address to Be Demolished: \_\_\_\_\_

Phone Number of Property Owner: \_\_\_\_\_

\* Attach a copy of the County Auditor's Card.

I/we \_\_\_\_\_ are the legal owners of the property located at \_\_\_\_\_. The property is blighted and needs to be demolished in order to protect the public health and safety and to help stabilize the neighborhood. As the legal owner, I/we give permission to the Logan County Land Reutilization Corporation (the "LCLRC") to demolish the blighted structure(s).

I/we understand that LCLRC will publicly procure a qualified contractor to undertake the demolition. The contractor will have the proper insurance to protect me/us and the Logan County Land Reutilization Corporation from possible liability that results from the demolition.

I/we understand and agree that LCLRC may use grant funding to accomplish all or part of the demolition referenced herein, and I/we will participate and cooperate with the demolition project by promptly signing and returning any paperwork or documentation necessary for LCLRC to comply with grant funding requirements with regard to the demolition project referenced herein. I will ensure that all utilities have been removed/retired from the property for purpose of demolition. I will indemnify LCLRC from any liability or damages arising from my failure to promptly provide ay such documentation.

I/we understand that the solid wastes, including any and all rubbish, garbage, junk, trash and/or other property on the exterior of the property will also be removed as part of the demolition process.

I/we agree to hold the LCLRC harmless for any/all claims that may arise as a result of the demolition of the structure on the property.

I/we certify that this transaction is voluntary and that no one has threatened or coerced me/us into entering into this transaction.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

STATE OF OHIO - COUNTY OF LOGAN SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named, owner(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary

(seal)

### **Update on 401 East 5<sup>th</sup> Street/Former Swifty Gas Station/Brownfield Project**

Mr. Smarra stated that when the kerosene tanks were removed, they discovered an old fuel line that had not previously been removed. The contaminated soil has gone to the lab and the results should be back by next week to determine how much soil must be removed and remediated.

### **Update on 301 North Main Street/Minit Lube**

Mr. Smarra stated that the Land Reutilization Corporation Board has acquired the property, which has been padlocked. There is no access into the building. He has to meet with the Marysville Water Department today. He has not heard from the companies he contracted with regarding tire removal.

Mr. Andrews stated that the Health Department will not take the tires as part of their tire takeback program.

Commissioner Burke stated that Jack at Union County Recyclers might be helpful.

### **Update on 21516 Main Street – Giles Property**

The final bid for the property was \$24,000.

Mr. Gray stated that the building has been demolished although the purchaser does not have a deed.

### **Update on 250 West 7<sup>th</sup> Street/Raymond Couch Property**

Mr. Smarra stated that this property sold for approximately \$23,000.

### **Update on 21910 Raymond Road – Nash Property**

Mr. Gray stated that the second foreclosure round is still in process and will probably not be quick or easy. He does not know when it is scheduled for sheriff's sale. The former spouse in Texas. There is an heir that says he does not own the property because he never signed anything.

### **Update on 303 South Main Street – Former Goodwill Location**

Mr. Andrews stated that there is pending litigation between the current owner and the person that is purchasing it. An attorney reached out to him for any information regarding notices from the city. He does not know if there was any misrepresentation in the sale.

### **Update on Small Parcel in Front of 351 North Maple Street – Parcel No. 290051180000**

Mr. Gray stated that this parcel went for second sale on April 19<sup>th</sup>. There were no bids.



Mr. Smarra stated that Mr. Emery had stated at a previous meeting that the city may do something with the land, but it has to go through the sheriff's sale before the land can be taken. He requested authorization to file a claim for the property should it become subject to forfeiture.

**Resolution 23-22 – Authoring the President of the Land Reutilization Corporation Board, Andrew Smarra, to File a Claim for the Property Known as Parcel No. 290051180000, Should the Property Become Subject to Forfeiture**

A motion was made by Commissioner Burke and seconded by Mr. Smarra to approve this resolution. All in favor, motion carried. *(Please note that Resolution 23-22 duplicates Resolution 23-19, which was approved on April 6, 2023.)*

**332 S. Oak Street**

Mr. Smarra stated that the transaction on the Real Estate Purchase Agreement for 332 S. Oak Street, LLC., Marysville, Ohio has been completed.

Ms. Rayl stated that the check has been deposited for the sale.

Real Estate Purchase Agreement

This Real Estate Purchase Agreement (the "Agreement") is made as of April 11, 2023, between Union County Land Reutilization Corporation, whose address is 233 West Sixth Street, Marysville, OH, 43040 ("Seller"), and 332 S Oak Street, LLC, an Ohio limited liability company, whose address is 4214 Troutbrook Dr., Dublin, Ohio 43017 ("Purchaser").

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase, on the terms and conditions contained in this Agreement, the following described real property:

Situating in the City of Marysville, Township of Paris, Ohio, VMS 3351 and bounded and described as follows:

Being the south half of Lot 193, Mathiotts Addition as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 2, page 43, Recorder's Office, Union County, Ohio.

Address: 332 S. Oak St., Marysville, Ohio  
Prior Ref. Instrument No. 202103110003359  
Parcel No. 29-0003019.0000  
Map 1010424012000  
VMS 3351

The Property includes the land and all appurtenant rights, privileges and easements.

2. **Purchase Price.** The purchase price for the Property shall be Twenty-Three Thousand, Seven Hundred-Sixty Dollars (\$23,760.00) and shall be payable in full at closing.

3. **Conveyance.** At the closing, Seller shall deliver to Purchaser a transferable and recordable limited warranty deed conveying to Purchaser marketable title to the Property in fee simple, free and clear of all liens, rights to take liens, assessments and encumbrances, except the following (the "Permitted Encumbrances"): (a) real estate taxes not then due and payable, (b) easements and restrictions of record to the extent approved by Purchaser pursuant to Section 4, and (c) zoning and building laws, codes and ordinances. The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Section 4.

4. **Title.** Purchaser, in its discretion and at its sole cost, may obtain a commitment for an ALTA owner's policy of title insurance insuring Purchaser's title to the Property. If the commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law (with reference to the Ohio State Bar Association Standards of Title Examination), or is subject to any defect, lien or encumbrance that would materially hinder Purchaser's development of the Property for Purchaser's Use (any such defect, lien or encumbrance, a "Title Defect"), Purchaser shall notify Seller of its objections. To the extent that the Property is subject to any monetary liens, Seller shall take all actions necessary to satisfy and eliminate the liens at or before the closing, whether or not Purchaser has specifically objected to the monetary liens. To the extent Purchaser's objections involve any other Title Defect, Seller may, but shall have no obligation to, remedy or remove the Title Defect prior to the closing. If Seller elects not to remedy or remove the Title Defect or is unable to do so, Purchaser's sole remedy shall be to elect either to (i) waive the Title Defect and accept such title to the Property as Seller is able to convey or (ii)

terminate this Agreement. Purchaser shall so elect by delivering written notice to Seller within 20 days after the date of this contract.

All costs of the title examination or title insurance commitment and policy shall be paid by Purchaser.

5. Prorations and Expenses. The real property taxes with respect to the Property shall be prorated between Seller and Purchaser as of the date of the closing in accordance with the custom in Union County, Ohio. If there are any special assessments in effect with respect to the Property that relate to the construction of public improvements, Seller shall pay such assessments in full and cause the same to be released on or before the date of closing.

6. Seller's Representations. Seller makes the following representations to Purchaser as of the date of this Agreement and the date of the closing.

- (a) To the best of Seller's knowledge, the Property is in full compliance with applicable building codes, environmental, zoning and land use laws and other local, state and federal laws and regulations. Seller is not in receipt of any notice of alleged noncompliance with any of the foregoing.
- (b) No condemnation, environmental, zoning or other land-use regulation proceedings have been instituted, nor to Seller's knowledge are any of those proceedings planned to be instituted, that would detrimentally affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessments, deferred assessments, impact fees or proposed charges affecting the Property.
- (c) There are no leases, tenancy rights or other contracts or arrangements with respect to the Property.
- (d) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last 75 days.

At closing, Seller shall sign a customary Seller's affidavit with respect to off-record title matters and Seller's non-foreign status, in addition to the matters set forth above.

7. Closing. Unless extended by agreement of the parties, the closing for the delivery of Seller's deed, payment of the balance of the purchase price, and delivery of the other instruments provided for in this Agreement, shall be held no later than thirty (30) days after the date of this contract, at a time and place in Marsyville, Ohio, mutually agreeable to Purchaser and Seller.

8. Possession. Exclusive possession of the Property shall be given to Purchaser on the date of closing, subject, however, to the Permitted Encumbrances.

9. Brokers. Each party represents to the other that there is no broker or other person entitled to a commission or similar fee in connection with this transaction.

10. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be deemed given if mailed by U.S. certified or registered mail, postage prepaid, or if sent by a nationally recognized overnight courier service, addressed as follows:

Seller: Andrew J. Smarra  
233 West Sixth Street, 2<sup>nd</sup> Floor  
Marysville, OH 43040

Purchaser: Danny Cudill  
4214 Troutbrook Dr.  
Dublin, OH 43017

Either party may change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Paragraph 13.

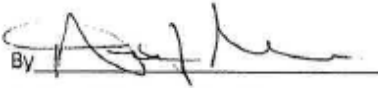
11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

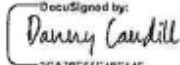
12. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire Agreement between Seller and Purchaser and no amendment or modification of this Agreement may be made, except by an instrument in writing signed by both parties.

Seller:  
Union County Land  
Reutilization Corporation

Purchaser:  
332 S Oak Street LLC

By   
Andrew J. Smarra, President

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Danny Cudill  
Position Member

### **Further Discussion on Potential Partnership with LUC Regional Planning Commission**

Commissioner Burke stated that he spoke with Mayor Jerew, Village of Richwood, and he has a list of properties, which are not necessarily delinquent, but are in terrible disarray. Commissioner Burke stated that he believes partnering with the LUC Regional Planning Commission would help this board meet their goals and purposes more efficiently and would be worth the cost.

Mr. Andrews and Mr. Lutz stated that they believe the LUC Regional Planning Commission's familiarity with grant programs would be beneficial to this board.

Mr. Andrews also stated that this partnership would benefit the city staff.

Ms. Rayl stated that it would also benefit her and Ms. Early with the amount of time that it takes away from their day to day positions to fulfill the obligations to the board.

Ms. Allen stated that some of the villages do not have the support staff to help them, and this would provide assistance.

Mr. Smarra stated that he thinks this board should define the scope of its needs. He stated that this might be beneficial regarding grants.

Ms. Rayl stated that a website might be a good idea as well.

Mr. Smarra stated that he gets asked for lists of properties all the time, and there is not currently one available.

Commissioner Lawrence stated that he thinks there could be benefits from a partnership.

Mr. Lutz stated that the City of Marysville would be happy for the assistance because their resources are spread thin. He believes this is something the city would very much support.

Mr. Smarra stated that he will work on a scope for the June meeting.

Ms. Rayl stated that this would be done by annual agreement.

Mr. Lutz stated that they should consider something like this as soon as possible, because they would like to receive monies that are available.

### **Resolution 23-23 – Adjourn Meeting**

A motion was made by Mr. Lutz and seconded by Commissioner Lawrence to adjourn the meeting. All in favor, motion carried.

Mr. Smarra adjourned the meeting at 9:21 a.m.