

Resolution 2024- 120
**A Resolution Approving Financial Recovery Agreement
with COCIC**

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, August 8, 2024. The trustee marked below made a motion for the adoption of the following Resolution:

Leezer **Fleshman** **Blevins**

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio approves the Township Administrator the authority to enter in an agreement with COCIC. The agreement would allow COCIC to recover any demolition costs incurred regarding properties located at 1240 Gladstone Avenue, Parcel ID# 140-007359 and 1053 Brown Road, Parcel# 140-000194. Notably, COCIC's demolition cost would be recovered through the disposal of the properties through a Sheriff's sale. It is the intention of this sale that Franklin Township is wholly reimbursed for any expense it has occurred in connection with the demolition process.

BE IT FURTHER RESOLVED that all formal actions of the Board concerning and relating to this Resolution were passed in an open meeting of the Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

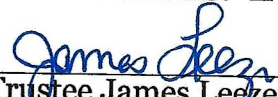
BE IT FURTHER RESOLVED that this Resolution shall be declared an emergency and be in full force, effective immediately upon its adoption.

The following trustee marked below seconded the motion:

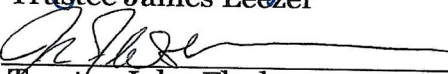
Leezer **Fleshman** **Blevins**

Roll was called for the adoption of the Resolution, and the vote was as follows:


Leezer: YES/ NO **Fleshman:** YES/ NO **Blevins:** YES/ NO



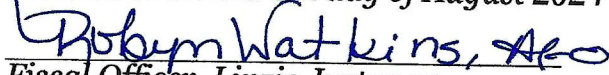
Trustee James Leezer



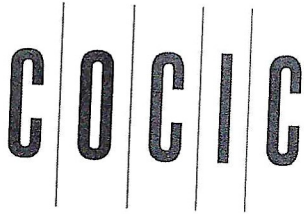
Trustee John Fleshman



Trustee Mike Blevins

Adopted on August 8, 2024
Attested to on this 8th day of August 2024


Fiscal Officer, Linzie Justus or
Assistant Fiscal Officer, Robyn Watkins*



Central Ohio Community Improvement Corporation

July 17, 2024

VIA EMAIL AND FIRST CLASS U.S. MAIL

Franklin Township Board of Trustees
c/o Mr. Steven Mazer, Administrator
2193 Frank Road
Columbus, OH 43223

RE: Demolition Costs to be Certified for Collection

Dear Steven:

This letter is to inform you that COCIC has, at the request of Franklin Township, completed the demolition of the structure on the following property or properties and has incurred the following demolition costs:

Parcel ID Number	Reference Address	Cost
140-007359	1240 Gladstone Ave	\$14,000.00
140-000194	1053 Brown Rd	\$35,303.00

Supporting documentation will be sent to you with the mailed original of this correspondence.

Consistent with the agreement between COCIC and the Township, COCIC will accept whatever is recovered from the property owner from any assessment or civil action under Section 505.86 of the Ohio Revised Code and not otherwise look to the Township for any reimbursement of demolition costs. To perfect this arrangement, COCIC asks that the Township adopt a resolution authorizing an assignment to COCIC of such assessment and right of civil action. The form of proposed assignment is enclosed. It is understood that the form of assignment must be acceptable to the Township's legal counsel.

Under Section 505.86, the Township can assess for three things:

1. Costs incurred due to the use of employees, materials, or equipment of the Township, on a tax parcel by tax parcel basis.
2. Any costs arising out of contracts for labor, materials, or equipment on a tax parcel by tax parcel basis. These would be the COCIC costs herein, assuming that the Township has not contracted with others in this matter.
3. Costs of service of notice or publication, on a tax parcel by tax parcel basis.

845 Parsons Avenue | Columbus, Ohio 43206

Direct: 614.724.4942 | Email: jhiestand@cocic.org

While the Township has the right to assess for the costs of its own employees, etc., and the cost of notice, we encourage the Township not to do so, unless it has crystalline records demonstrating that these are directly related to each separate tax parcel. Any ambiguity in the appropriateness of these charges could delay or compromise a recovery by COCIC of its substantial demolition costs.

Please find a sample Certification to Auditor letter for your reference. **PLEASE NOTE THAT THIS MUST BE EXECUTED BY THE TOWNSHIP'S FISCAL OFFICER.**

WHEN THE CERTIFICATION TO AUDITOR HAS BEEN COMPLETED, PLEASE EXPEDITE FORWARDING OF THE ORIGINAL TO COCIC, TO THE ATTENTION OF JAKE Hiestand. COCIC WILL CAUSE THE CERTIFICATION TO BE PROMPTLY FILED WITH THE AUDITOR.

Please contact our office if you have any questions or concerns at (614) 724-4942 or jhiestand@cocic.org.

Sincerely,



Hope Paxson
Vice President of Programs & Housing

SAMPLE

[TOWNSHIP LETTERHEAD]

CERTIFICATION TO AUDITOR

July _____, 2024

Michael Stinziano, Auditor
Franklin County, Ohio
373 S. High Street, 21st Floor
Columbus, OH 43215

Dear Auditor Stinziano:

Pursuant to Ohio Revised Code Section 505.86, the Board of Trustees of Franklin Township has provided for the removal, repair, or securance of buildings or other structures that were declared insecure, unsafe, structurally defective or unfit for human habitation, all as provided in such statute.

I hereby certify that the total costs incurred by Franklin Township are as follows:

Parcel Identification No.	Referenced Address	Total Costs, as defined in Section 505.86 of the Ohio Revised Code, on a parcel-by-parcel basis
140-007359	1240 Gladstone Ave	\$14,000.00
140-000194	1053 Brown Rd	\$35,303.00

Please place the above costs on the tax duplicate for the identified property or properties for collection as other taxes and return any collection with respect to the same to this Township.

Sincerely,

Board of Trustees of Franklin Township

By: _____

Its: Fiscal Officer

ASSIGNMENT OF ASSESSMENT PROCEEDS

This ASSIGNMENT OF ASSESSMENT PROCEEDS (this "Assignment") is entered into this 8 day of August, 2024, by and between FRANKLIN TOWNSHIP, of Franklin County, Ohio, having an office at 2193 Frank Road, Columbus, Ohio 43223 ("Township") and CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION, an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code and a community improvement corporation and county land reutilization corporation under Chapter 1724 of the Ohio Revised Code, having an office at 845 Parsons Ave, Columbus, Ohio 43206 ("COCIC").

BACKGROUND:

A. In accordance with Ohio Revised Code Section 505.86, the Township has provided for the removal, repair, or securance of buildings or other structures that were declared insecure, unsafe, structurally defective or unfit for human habitation and that are or were situated on the following property or properties (collectively, the "Property"):

Parcel Identification Number(s):

140-007359

140-000194

B. In connection therewith, the Township engaged COCIC to provide demolition services with respect to the Property, which services have been rendered and completed. COCIC has previously advised the Township of the costs incurred by COCIC in the provision of such services (the "COCIC Costs").

C. Consistent with COCIC's policies and practices, COCIC has agreed to accept whatever is recovered by the Township from the owner of the Property from any assessment or civil action under Section 505.86 of the Ohio Revised Code and to not otherwise look to the Township for any reimbursement of the COCIC Costs. In this instance, COCIC requested that the Township pursue recovery of the COCIC Costs through the assessment process.

D. Consistent with such request, the Township has caused its Fiscal Officer to certify to the Franklin County Auditor the Total Cost, as such term is defined in Section 505.86, for collection as other taxes (the lien created thereby, the "Assessment" and any proceeds resulting therefrom, including any interest or penalties that accrue with respect thereto, the "Assessment Proceeds"), to wit:

Parcel Identification Number(s):

140-007359

140-000194

Total Costs:

\$14,000.00

\$35,303.00

E. This Assignment is entered into for the purpose of perfecting such reimbursement arrangement.

Now therefore, in consideration of the mutual undertakings herein, the Township and COCIC agree as follows:

1. Assignment. The Township does hereby absolutely and unconditionally assign, transfer and set over to COCIC, any and all Assessment Proceeds received or receivable by the Township with respect to the COCIC Costs. In the event that the Total Costs certified by the Township to the Franklin County Auditor included other costs incurred by the Township with respect to the Property (the "Other Township Costs"), Assessment Proceeds shall be applied first to the COCIC Costs and then to Other Township Costs.
2. Assessment Proceeds in Trust. The Township agrees to hold any Assessment Proceeds coming into its possession in trust for the benefit of COCIC and not use or apply the same to any other purpose.
3. Representations; Warranties; Further Assurances. The Township represents that it has not previously assigned the Assessment or Assessment Proceeds to any other person or executed any instrument or taken any action which, to its knowledge, waives any right or remedy, forgives any indebtedness or claim or limits or compromises the collectability of the Assessment or Assessment Proceeds. Otherwise, the Township makes no representation and gives no warranty with respect to any matter with respect to the Assessment or Assessment Proceeds and, without limiting the generality of the preceding, specifically does not represent or warrant the perfection of the Assessment or the collectability or sufficiency of the Assessment Proceeds to reimburse COCIC for any or all of the COCIC Costs. However, should the Assessment prove unperfected, then upon the written request of COCIC to do so, the Township will take reasonable and expedient action to pursue the perfection of the Assessment. In the alternative, upon the written request of COCIC to do so, the Township will, in concert with COCIC, pursue recovery of the COCIC Costs by civil action. Any legal costs incurred by the Township in the pursuit of recovery through such civil action shall be borne by COCIC.
4. Assertion and Defense of Adverse Claims. If the Township shall receive notice, whether written or otherwise, of any claim or defense (each an "Adverse Claim") that it should reasonably believe to be adverse to the lien of the Assessment or to the receipt or collection of the Assessment Proceeds, then the Township shall promptly give written notice thereof to COCIC, thereafter seek direction from COCIC as to the action to be taken with respect to each such Adverse Claim and join, cooperate, and act in concert with COCIC in defending each such Adverse Claim. Any legal costs incurred by the Township in any such defense shall be borne by COCIC.
5. Negative Covenants. The Township covenants and agrees that it shall not, without the prior written consent of COCIC, which consent may be withheld or delayed for any reason or for no reason, waive, disaffirm, cancel, release, terminate or excuse the Assessment or settle, compromise, or condone or consent to any action that limits or compromises the

receipt or collection of Assessment Proceeds.

6. Notices. Any notice or communication required or permitted to be given under this Assignment shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such notice shall be effective upon its deposit in the mails. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of COCIC and the Township shall be as set forth below; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party.

If to COCIC: Vice President of Programs & Housing
Central Ohio Community Improvement Corporation
845 Parsons Ave
Columbus, Ohio
43206

If to the Township: Administrator
Franklin
Township
2193 Frank Rd
Columbus, Ohio
43223

7. Modification; Waiver. No amendment of this Assignment will be effective unless it is in writing and signed by the parties. No waiver or satisfaction of a condition or nonperformance of an obligation under this Assignment will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver or satisfaction of any other condition or nonperformance of any other obligation, or of any future satisfaction or performance of the same condition or obligation.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings relating thereto. Neither party is relying on any representation made by or on behalf of the other party that is not set forth in this Assignment.

9. Successors and Assigns; Third Parties. This Assignment binds and benefits the parties hereto, and their respective successors and assigns. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Assignment.

10. Joint Preparation or Review. Each party to this Assignment has been represented, or has had the opportunity to be represented, by legal counsel of its choosing, and has had the opportunity to review this Assignment for ambiguity and to submit any comments, suggestions or questions about the terms of this Assignment. Each party is relying on the

review of this Assignment by its officers, its attorney, or both. Uncertainties or ambiguities, if any, existing in this Assignment are not to be interpreted more strictly against the party who purportedly prepared or drafted the purportedly ambiguous provision. Any uncertainty or ambiguity existing in this Assignment is to be interpreted according to the application of rules of interpretation for jointly prepared arm's-length agreements.

11. Partial Invalidity. If any provision of this Assignment is unenforceable to any extent, the remainder of this Assignment, or the application of that provision to any persons or circumstances other than those as to which is held unenforceable, will be unaffected by that unenforceability and will be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, COCIC and the Township have executed this Assignment on the dates set for the below, the latter of such dates to be the effective date of this Assignment.

COCIC:

TOWNSHIP:

CENTRAL OHIO
COMMUNITY
IMPROVEMENT
CORPORATION

FRANKLIN TOWNSHIP

By: 
Hope Paxson

By: 
Steven Mazer

Its: Vice President of Programs &
Housing

Its: Administrator

Date: 7/18, 2024

Date: 8-9, 2024

Franklin TOWNSHIP

CERTIFICATION TO AUDITOR

Board of Trustees
James Leezer, Chairman
John Fleshman, Vice-Chairman
Mike Blevins, Trustee

Administrator
Steven Mazer

Administrative Assistant
Nicole Randazzo

Town Hall/Admin. Offices
2193 Frank Road
Columbus, OH 43223
(P) 614-279-9411
(F) 614-279-6097

Fiscal Department
Linzie Justus, Fiscal Officer
Robyn Watkins, Asst. Fiscal Officer

Police Department
Byron Smith, Police Chief

Road Department
Jim Stevens, Road Superintendent

Fire Department
Robert Arnold, Fire Chief

Station 193
2193 Frank Road
Columbus, OH 43223

Station 192
4100 Sullivant Avenue
Columbus, OH 43228

August 8th, 2024

Michael Stinziano, Auditor
Franklin County, Ohio
373 S. High Street, 21st Floor
Columbus, OH 43215

Dear Auditor Stinziano:

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Sincerely,

Board of Trustees of Franklin Township

By: Robyn Watkins, AFO

Its: Assistant Fiscal Officer



Resolution 2024- 120
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with COCIC**

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Leezer **Fleshman** **Blevins**

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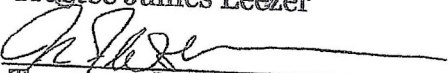
The following trustee marked below seconded the motion:

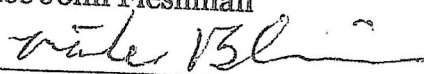
Leezer **Fleshman** **Blevins**

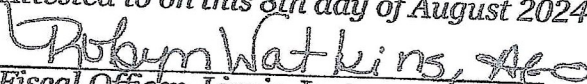
Roll was called for the adoption of the Resolution, and the vote was as follows:

Leezer: YES/ NO Fleshman: YES/ NO Blevins: YES/ NO


Trustee James Leezer


Trustee John Fleshman


Trustee Mike Blevins

Adopted on August 8, 2024
Attested to on this 8th day of August 2024

Fiscal Officer, Linzie Justus or
Assistant Fiscal Officer, Robyn Watkins*