

TEMPORARY RESOLUTION NO. 135-24

PERMANENT RESOLUTION NO. 135-24

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH BLUE LABEL PACKAGING CO. FOR PARCEL NUMBERS 0270063600, 0270060800, 0270061100, CONSISTING OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, Blue Label Packaging Co.'s ("Petitioner") property consisting of 5.08 +/- acres in Pleasant Township, Fairfield County, Ohio, which is generally described in the legal description and survey attached as Exhibit "1" hereto is the subject of an annexation Petition to be filed imminently with the Fairfield County Board of County Commissioners ("BCC"); and

WHEREAS, a proposed Pre-Annexation Agreement has been negotiated between the City and the Petitioner and is attached hereto as Exhibit "2"; and

WHEREAS, said property is contiguous to the City, and would benefit from municipal services provided by the City, including water, sanitary sewer, natural gas, stormwater, sanitation, police, and fire/EMS services; now, therefore,

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That the Pre-Annexation Agreement in the form presently on file with the Clerk of Council as Exhibit "2" is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the Mayor. That the Mayor, for and in the name of the City, is hereby authorized to execute the Agreement, provided further that the approval of changes thereto by the Mayor, their character not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Mayor for and in the name of the City, to execute any amendments to the Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

SECTION 2. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: 12/9/2024 after 1 reading. Vote: Yeas 10 Nays 0

Date Approved: December 9, 2024

Clerk: [Signature] President of Council

[Signature] Mayor

Offered by: Mayra Hoop

Second by: Michael Wing

Requested by Economic Development Committee



DESCRIPTION OF 5.08 ACRES FOR ANNEXATION FROM THE TOWNSHIP OF PLEASANT INTO THE CITY OF LANCASTER 02/01/2024 Page 1 of 2

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, Section 34, Township 15, Range 18, Congress Lands, being a portion of those tracts conveyed to Blue Label Packaging Company, by Instrument Numbers 202300006535, and 202300006337 (Auditor's Parcel Nos. 0270061100, 0270060800, 0270063600), references being of the Fairfield County Recorder's Office, and described as follows:

Beginning at the southeast corner of said Blue Label Packaging Company Property (Auditor's Parcel No. 0270061100), the same being the southwest corner of property conveyed to Blue Label Packaging Company by Deed Volume 621, Page 803 (Auditor's Parcel No. 0535011982), being in the common line with Post Consumer Brands, LLC in Instrument Number 202100016608 (Auditors Parcel No. 0535000310), said corner being in the centerline of Lancaster – New Lexington Rd. (S.R.37), and being in an existing corporation line for the City of Lancaster as recorded in Official Record 1333 Page 3397 (Ord. #53-03) and Plat Book 9 Page 32 (Ord. #27-66), of said Fairfield County Recorder's Office, said corner also being the True Point of Beginning;

Thence, with the common line of said Post Consumer Brands property and said Blue Label Packaging Company property, and along said centerline and existing corporation line, the following two (2) courses:

North 90 degrees 00 minutes 00 seconds West, 180.67 feet to a point in said centerline of State Route 37,

North 89 degrees 29 minutes 57 seconds West, 430.98 feet to a point being on the southern line of said Blue Label Packaging Company property (Auditors Parcel No. 0270063600) and in the centerline of State Route 37;

Thence, through said Blue Label Packaging Company property (Auditor's Parcel No. 0270063600, North 00 degrees 30 minutes 03 seconds East, 30.00 feet to a point being on the intersection of the existing S.R. 37 and US. 22 Right-Of-Way;

Thence, through said Blue Label Packaging Company (Auditor's Parcel Nos. 0270061100, 0270060800, 0270063600) property, and along US 22 Right-of-Way line per ODOT Plan FAI-22-16.42 Dated 1971, the following five (5) courses:

- North 70 degrees 15 minutes 27 seconds West, 147.55 feet to a point;
North 40 degrees 59 minutes 45 seconds East, 49.24 feet to a point;
North 62 degrees 03 minutes 49 seconds East, 395.65 feet to a point;
North 00 degrees 25 minutes 23 seconds East, 16.79 feet to a point;
North 64 degrees 30 minutes 54 seconds East, 412.06 feet to a point, being on

the east line of said Blue Label Packaging Company (Auditor's Parcel No. 0270061100) property and the west line of said Blue Label Packaging Company (Auditor's Parcel No. 0535011982) property, also being a corner for said existing corporation line;

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INTO THE CITY OF LANCASTER**

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Thence, with the common line of said Blue Label Packaging Company (Auditors Parcel No. 0270061100) property, and said Blue Label Packaging Company (Auditor's Parcel No. 0535011982) property, and long said existing corporation line, **South 00 degrees 25 minutes 23 seconds West, 500.24 feet** to the **True Point of Beginning** containing 5.08 acres, more or less.

Subject to all, legal, easements, right-of-ways, conditions and restrictions. This description is based on existing Auditor's and Recorder's, Fairfield County, Ohio, record information and is to be used for annexation purposes only.



John C. Dodgion

John C. Dodgion, P.S. 8069



**PRE-ANNEXATION AGREEMENT
WITH THE
CITY OF LANCASTER, OHIO**

This PRE-ANNEXATION AGREEMENT (the "Agreement") is made to become effective as of the ____ day of _____, 2024 by Blue Label Packaging Co., an Ohio _____, ("Owner") and the City of Lancaster, Ohio, an Ohio municipal corporation, 104 E. Main Street, Lancaster, Ohio, 43130 (the "City") in order to document their agreement with respect to a proposed annexation of the Property (as described below) to the City.

RECITALS

WHEREAS, the Owner owns approximately 5.08 +/- acres of real property situated in Pleasant Township, Fairfield County, Ohio, which area is more fully described in the legal description and plat survey attached hereto as **Exhibit A** (hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to maintain the present industrial operation in the City on its adjacent property to the east, and to bring the Property into the City to promote future growth in the City, and to obtain certain benefits in connection with the development of the Property; and

WHEREAS, such Property is contiguous to the City, and would benefit from municipal services provided by the City, including water, sanitary sewer, storm water, natural gas, police, fire, and EMS services; and

WHEREAS, the City can provide such municipal services to the Property, if the Property is annexed to the City subject to the terms and conditions set forth herein; and

WHEREAS, Owner wishes to request an Expedited Type 2 Annexation of the Property to the City to allow for anticipated business growth the specifics of which are not, to date, planned with enough specificity to be reflected in Site Plan format ; and

WHEREAS, the Property is currently situated within Pleasant Township; and

WHEREAS, City and Owner wish to address these issues and memorialize their agreement on terms as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of their mutual rights, obligations, benefits and undertakings the parties agree as follows:

1. Owner's Agreement to Petition for Annexation. Owner agrees to submit a Petition for Expedited Type 2 Annexation of the Property to the City during December 2024, and to diligently pursue the annexation process in reliance upon the other mutual promises and terms set forth herein. In connection therewith, Owner shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process.
2. City to Cooperate with Owner. The City shall cooperate with and assist Owner in facilitating the annexation of the Property to the City as promptly as possible and agrees to

accept the Owner's petition for annexation of the Property.

3. Easements. Owner appreciates that easements will be needed for the construction, installation and maintenance of municipal utilities which will service the Property. The specific location and width of such easements have not been fully determined or engineered/surveyed at the time of execution of this Agreement. However, upon the City's determination of the municipal utility easements necessary, the Owner will grant such easements for such purposes.
4. Services Resolution. The City hereby agrees to enact all legislation setting forth the water, sanitary sewer, natural gas, storm water, sanitation services, police, fire, and EMS services that will be provided to the Property, pursuant to Ohio law and as set forth below.
 - a. Water Service – City has public water service lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide water service in the capacity necessary to service the future Property development of the Owner. Owner must provide pressure and flow modeling to City for review and analysis to make critical determinations about what measures must be taken by Owner to ensure City can provide water service to the entire Property. Upon submission, review and approval of development plans, pressure and flow modeling, and any other essential information requested, City can accept the Owner's request for water service and Owner's commitment to connect to waterlines upon extension. Owner is solely responsible for the cost and expense of the development, design, and construction of the public waterlines and facilities to provide water service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the waterlines. It is expressly acknowledged and understood that costs and fees for water connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.
 - b. Sanitary Sewer - City has public sanitary sewer lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide sanitary sewer service in the capacity necessary to service the entire Property. Owner must submit a sanitary sewer service plan for review and approval by City. The plan will need to show how each tributary area will be served. Upon review and approval by City of a sanitary sewer service plan, City agrees to determine and provide public sanitary sewer connection points for the Property. Owner is solely responsible for the cost and expense of the development, design, and construction of the public sanitary sewer system and any private facilities to provide sanitary sewer service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public sanitary sewer system. The public sanitary sewer service constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly acknowledged and understood that costs and fees for sanitary sewer connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.

- c. Natural Gas - City has public natural gas service lines in proximity to the Property, and City will determine and approve connection points. Lancaster Municipal Gas (“LMG”) agrees to provide natural gas service to the entire Property upon annexation. The alignment through the proposed development is undetermined at this time, but Owner and City shall work together, as the development progresses, to ensure proper looping and connectivity can be supplied to the Property. Upon review and approval by City of natural gas service, City agrees to determine and provide public natural gas line connection points for the Property at City’s sole cost and expense. City and/or LMG shall be solely responsible for the cost and expense of the development, design, and construction of the public natural gas line system to provide natural gas service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public natural gas system. The public natural gas system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly understood that costs of connection and tap and capacity/user fees shall be borne by the Owner, at applicable standard rates/schedules of the City.
 - d. Stormwater – City is amenable to either a regional storm water facility or individual storm water control facilities within each particular development of the Property. Any proposed development will require retention/detention facilities that comply with City’s detention policy. Due to the size of the Property, it will also have to comply with all the requirements of the Ohio EPA Construction General Permit in effect at the time the Property is developed. Owner is solely responsible for the cost and expense of the development, design, and construction of the public storm water facilities to provide storm water service to the Property in compliance with Lancaster Codified Ordinance and City design standards and OEPA permit requirements. The storm water system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above.
 - e. Sanitation Service – City will provide sanitation service to the Property upon Owner request. It is anticipated that dumpsters will be placed at various locations within each designated area. Owner shall comply with Lancaster Codified Ordinance and City standards regarding dumpster locations. It is expressly understood that costs associated with sanitation services shall be borne by the Owner, at applicable standard rates/schedules of the City.
 - f. Police Service – City shall provide Police services to the Property upon annexation. Owner and City agree that Owner’s development of the Property, and the public road servicing the same, may occur in phases subject to all applicable laws, rules, and regulations.
 - g. Fire/EMS Service - City shall provide Fire/EMS services to the Property upon annexation. Owner and City agree that Owner’s development of the Property, and the public road servicing the same, may occur in phases subject to applicable laws, rules, and regulations.
6. Zoning Classification/Site Plan Approval. As an integral part of the annexation process for the Property, the City shall adopt an ordinance or take all other actions required by applicable laws, rules, and regulations to reclassify the Property to permit Owner's intended

use of the Property. City agrees to accept the Owner's proposed development of approximately 5.08 +/- acres, rezoned to the AM, Advanced Manufacturing zoning district. Any additional approvals, special use permits, conditional permits, or variances shall be addressed to the appropriate City department in the future and handled like all other zoning applications. Owner will make application and pay all associated fees with rezoning, within thirty (30) days of County Commissioner action on the annexation petition.

7. Traffic Improvements. Owner shall have a Traffic Impact Study performed to evaluate the impacts of the proposed development of the Property to the roadway system. City will establish the scope and requirements of the Traffic Impact Study and the study area. Owner must also construct, at Owner's expense, dedicated public roadways/rights-of-way, built to City guidelines and standards.
8. Dedicated ROW. Owner agrees to provide City with dedicated roadways/rights-of-way along existing public roadways and within the Property as determined by City upon successful annexation and rezoning, as set forth in Section 7 above, and the dedicated public roadways/rights-of-way as designated on the Development Plan.
9. Miscellaneous.
 - a. The City agrees to process the contemplated rezoning for the proposed development of the Property on a parallel time frame with the planned annexation, within the statutory time frame provided by Ohio law for such annexation. The parties specifically contemplate the passage of the rezoning legislation within the same City Council meeting to finally accept annexation of the Property.
 - b. This Agreement shall be construed to include all the Exhibits referenced in and attached to this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, proposals, and agreements between the parties (whether written or oral), and it may not be amended or modified except by a written amendment executed by all of the parties.
 - c. If a dispute arises, the Courts of Fairfield County, Ohio, shall have jurisdiction to resolve any dispute unless both parties expressly agree otherwise in writing.
 - d. No modifications, discussions, or alterations from the terms included herein shall be considered effective unless as made in writing and signed by all parties.
 - e. Owner shall have the right to sell, transfer, assign or otherwise convey, to a contemplated transferee, all, or any part of the Property, and all of such Owner's rights, duties, and or responsibilities under this Agreement. This Agreement shall be binding upon the parties hereto and their respective transferee, successors, and/or assigns.
 - f. It is expressly understood that time is of the essence in doing and performing all things to be done under the terms of this Agreement.
 - g. Each party agrees to cooperate fully with the other and to execute any additional instruments, documents, or agreements reasonably requested by the other party in order to carry out and fulfill all of the intents and purposes of this Agreement.

- h. Notices under this Agreement shall be in writing to the Owner, c/o J. Joseph McCafferty, Blue Label Packaging Co. 3750 Lancaster New Lexington Road, Lancaster, Ohio 43130; and to the City, c/o Law Director & City Prosecutor, 136 W. Main Street, Lancaster, Ohio, 43130.

- 10. Representations and Warranties. The parties make each of the following representations and warranties as of the effective date of this Agreement. These representations and warranties are given as partial consideration for and as a material inducement to the execution of this Agreement and each shall survive the execution, delivery, and performance of this Agreement.
 - a. Owner's Warranty regarding Power and Authority. Owner warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of Ohio and has the capacity to enter into this Agreement. Each person executing this Agreement on Owner's behalf represents and warrants that he or she has full power and authority to do so and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons or entities.

 - b. City's Warranty regarding Power and Authority. The City warrants that it has the power, authority, and capacity to enter into, and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons, boards or any other group or entity. Each person executing this Agreement on behalf of the City represents and warrants that he or she has full power and has been authorized to do so by appropriate actions by the governing body of the City.

 - c. Valid and Binding. Each party represents and warrants that this Agreement creates a valid, binding, and enforceable obligation and that this Agreement is enforceable against the warranting party in accordance with its terms.

EXECUTION PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement with the intention that it shall be effective as of the date first written above.

OWNER:
Blue Label Packaging Co.

By: _____

Its: _____

CITY:
City of Lancaster, Ohio

By: _____
Mayor Don McDaniel

Approved as to form only:

Law Director & City Prosecutor's Office
City of Lancaster, Ohio

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

On this ____ day of _____, 2024, before me, the undersigned, officer, personally appeared, Mayor Don McDaniel, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

On this ____ day of _____, 2024, before me, the undersigned, personally appeared _____, _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description and Plat Map of Property