

TEMPORARY ORDINANCE NO. 57-24*

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF
THE ANNEXATION OF 22.080 +/- ACRES IN GREENFIELD TOWNSHIP, AND
TO DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster has been served with an Expedited Type 2
Petition to annex 22.080 +/- acres from Greenfield Township to the City of Lancaster; and

WHEREAS, the Lancaster City Council passed Permanent Ordinance 37-24 on
October 28, 2024, consenting to the annexation; and

WHEREAS, the City must pass an ordinance to establish zoning for any newly
annexed territory; and

WHEREAS, the negotiated Pre-Annexation Agreement contemplates the territory
to be annexed will be zoned as RM – Residential Multi-Family and the Application for Zoning
District Change likewise requests RM zoning, see Exhibit “A” attached hereto; and

WHEREAS, pursuant to Ohio Revised Code § 713.12, City Council may amend or
modify the recommendation of the Planning Commission, ~~which will made be at its December~~
~~12, 2024 meeting, and as~~ set forth in Exhibit “B” ~~to be~~ attached hereto ~~after that meeting~~; now,
therefore,

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

SECTION 1. That the Zoning Ordinance and Map of the City of Lancaster, Ohio
are hereby revised upon successful passage of the Ordinance to Accept the Annexation to
establish the City Boundaries and to establish zoning for the ~~22.080~~ 13.833 +/- acres, pursuant
to Exhibit “A”, as follows:

a. RM (Residential Multi-Family District)

SECTION 2. The City Engineer is directed to make the changes on the Zoning Map.

SECTION 3. This ordinance is hereby declared to be an emergency measure
necessary for the immediate preservation of the public peace, health, safety, and welfare of the
Municipality and its inhabitants and for the further reason that this ordinance is necessary to
further economic development and remediate the City’s acute housing shortage; wherefore,
this ordinance shall be in full force and effect immediately upon its passage and approval by
the Mayor.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Economic Development Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 202_ the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



PRE-ANNEXATION AGREEMENT

This Agreement is entered into by and between the City of Lancaster, Ohio (hereinafter "City"), and Metro Development II LLC (hereinafter "Developer") on the last date set forth below.

WITNESSETH

WHEREAS, Developer owns or controls by contract approximately 22.080+/- acres of real property in Greenfield Township, Fairfield County, Ohio, which area is generally described in the legal description and survey attached hereto as Exhibit A (hereinafter referred to as 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, stormwater, sanitation, gas, police, and fire/EMS services; and

WHEREAS, the City can provide such municipal services to the Property, if the Property is annexed to the City; and

WHEREAS, the Developer wishes to annex its Property to the City, and to develop the site for a multi-family residential development; and

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

WHEREAS, the parties agree that it is in their mutual interest during the annexation process to enter into this Agreement for the development of the Property for the mutual benefit of the Developer and the City; and

WHEREAS, the City and Developer wish to address these issues as set forth below.

NOW THEREFORE, in consideration of the mutual benefits presented by an annexation of Developer's Property into the City, it is hereby agreed by and between the parties as follows:

1. **Annexation Petition** - The Developer will file a petition for annexation of the Property, to the City, in reliance upon the other mutual promises and terms set forth herein. The annexation process shall be an "Expedited Type II" annexation as provided in Ohio Revised Code ("ORC") Section 709.023.
2. **Easements** - The Developer covenants and agrees that easements will be needed for the constructions, installation, and maintenance of all City utilities which will service the Property. The specific location and width of such easements have not been determined at the time of execution of this Agreement. However, upon the City's determination of the utility easements necessary, the Developers will grant such easements to the City in exchange for utility services.

3. **Service Resolution** - Pursuant to and in accordance with the ORC, the City agrees to enact, prior to twenty (20) days after the date of filing the annexation petition with the Board of County Commissioners of Fairfield County, Ohio (the "Commissioners"), the appropriate resolution of service (the "Service Resolution") stating that the services described in Section 3 of this Agreement will be provided to the Property upon annexation. The Service Resolution, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners. In the event that the Commissioners approve the annexation petitions, the City shall accept the annexation of the Property by emergency ordinance at the next regular meeting following County approval and following the filing of a copy of the record with the Clerk of the City and laying it before Council (ORC Section 709.04), unless the Developer notifies the City that it wants to delay acceptance of the annexation in accordance with Section 4 hereof. The City also agrees to provide all reasonable assistance requested by the Developer in pursuing the annexation. It is not expected that there will be any legal challenge to the Commissioners' approval of the annexation, or appeal of the Commissioners' approval of the annexation; however, if such a challenge occurs, the Developer may, at its sole option, choose to terminate this Agreement within thirty (30) days of: (i) the denial of the annexation by the Commissioners; or (ii) the filing of an appeal of the decision of the Commissioners to approve the annexation or of any other legal or administrative action seeking to overturn the Commissioners' approval. Should the Developer elect to terminate this Agreement as set forth in this paragraph, this Agreement shall immediately become null and void and no party shall have any further obligations to the other.

4. **Services –**

A. **Sanitary Sewer Services:** Sanitary sewer service will be provided by Fairfield County, Ohio.

B. **Water Services:** Water service will be provided by Fairfield County, Ohio.

C. **Natural Gas Services:** The City covenants and agrees that it has available capacity and public natural gas service lines in proximity to the Property up to 12K cubic feet (MCF)/hour. City agrees to provide natural gas service to the entire Property upon annexation. The alignment through the proposed development is undetermined at this time, but Developer 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. City 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. It is expressly understood that costs of connection and tap and capacity/user fees shall be borne by the Developer, at applicable standard rates/schedules of the City.

D. Stormwater Services: Storm water drainage facilities will be located entirely on the Property and will be privately owned and maintained. No direct connections to City, County or Township facilities are proposed.

E. Sanitation Services: The City covenants and agrees that it will provide sanitation service to the Property upon Developer request. It is anticipated that dumpsters will be placed at various locations within each designated area. Developer 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 Developer, at applicable standard rates/schedules of the City.

F. Police Services: The City covenants and agrees that it will provide Police services to the Property upon annexation. In order to provide necessary Police services in an existing high traffic density area, Developer shall construct sufficient entry points to facilitate emergency vehicle access and response.

G. Fire/EMS Services: The City covenants and agrees that it will provide Fire/EMS services to the Property upon annexation. In order to provide necessary Fire/EMS services in an existing high traffic density area, Developer shall construct sufficient entry points to facilitate emergency vehicle access and response.

H. Election House Road: The City agrees to enter into a road maintenance agreement with Fairfield County, Ohio for Election House Road as required by Ohio Revised Code 709.023.

5. **Zoning** - The Developer's intended use of the Property is that of multi-family residential development as shown on the Development Concept attached hereto as Exhibit B (the "Development Concept"). The Developer has determined to submit and seek zoning for Residential Multi-Family District (RM) designation of the Property consistent with such intended use.

The City agrees that, upon filing of the annexation petition for the Property, it will expeditiously process contemporaneously filed applications for rezoning the Property and for the Preliminary Develop Plan. The City's planning staff and administration agree to actively support the rezoning application and the Preliminary Develop Plan so long as it is consistent with the Development Concept attached hereto in order that such documents may be presented to City Council for final approval, immediately following approval of the annexation petition by the Commissioners and acceptance thereof by the City Council, so that the rezoning can be effective at the earliest time permitted by law. Upon the written request of the Developer on behalf of the petitioners, the City shall delay acceptance of the annexation until legislative approval of the rezoning is accomplished or can be accomplished contemporaneously with the acceptance of the annexation. If, for any reason, the rezoning cannot be accomplished substantially in accordance with the

provisions of this paragraph (or as it may be modified in a manner acceptable to the Developer) and/or the rezoning is referred or defeated for any reason, and/or a building moratorium or other ordinance, resolution or rule is enacted by the City that would, in the opinion of the Developer, adversely affect Developer's intended use of the Property, the City agrees, at the Developer's request, not to accept the annexation by allowing the 120-day acceptance period to expire, and thus, rejecting the annexation of the Property and Developer may, its option, terminate this Agreement. If (i) the annexation approval occurs prior to or other than concurrently with the legislative approval of the rezoning and the rezoning is subsequently not approved substantially in accordance with this paragraph (or as it may be modified in a manner acceptable to the Developer), (ii) the annexation approval is referred to a vote of the electorate, or (iii) a building moratorium or any other ordinance, resolution or rule is enacted or adopted by the City that would, in the opinion of the Developer, adversely affect Developer's intended use of the Property, the City agrees, at the request of the Developer: (a) to reconsider the ordinance accepting the annexation and rescind, repeal and reject the annexation approval within twenty (25) days of the date of the disapproval of the rezoning, referral to a vote of the electorate, or the enactment of the building moratorium or other ordinance, resolution or rule; or (b) to detach/de-annex from the City all or part of the Property or not oppose any petition to detach/de-annex all or party of the Property and the Developer may, at its option, terminate this Agreement.

6. **Traffic Improvements** - Developer 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. Developer must construct, at Developer's expense, all public infrastructure traffic improvements recommended as a result of said study. Any public infrastructure traffic improvements shall be built to City guidelines and standards.
7. **Community Reinvestment Area ("CRA")** - The parties agree to enter into a CRA agreement upon the following terms: CRA agreement will provide a 15-year, 100% property tax exemption for each building constructed on the Property on the condition that 10% of the residential units are rented to tenants at or below 60% of the area median income ("AMI") and 10% of the residential units are rented to tenants at or below 80% of AMI for which the annual rent charged complies with affordable rents at 60% and 80% AMI as defined by the U.S. Department of Housing and Urban Development (HUD). Developer shall provide accurate rent rolls to City annually to verify compliance with this tax incentive.
8. **Notices** - Notices under this Agreement shall be in writing to the Developer and its attorney and to the City via the City Law Director at the addresses listed below.

To Developer:

Metro Development II LLC

Attention: Joe Thomas
470 Olde Worthington Road, Suite 100
Westerville, OH 43082
Email: jthomasjr@drkmetro.com

With a copy to:

Jill S. Tangeman, Esq.
52 East Gay Street
Columbus, OH 43215
Email: jstangeman@vorys.com

To the City:

Law Director & City Prosecutor
City of Lancaster
136 W. Main Street
PO Box 1008
Lancaster, Ohio 43130
Email: slhall@ci.lancaster.oh.us

9. Miscellaneous -

- A.** The Developer agrees to provide City with a minimum of Forty (40) feet of dedicated roadway/right of way from the centerline along existing N. Columbus Street upon successful annexation and establishment of zoning with the City.
- B.** The City agrees to process the contemplated establishment of zoning for the proposed development 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 Ordinance to establish zoning within the same session as the City's Council meeting to finally accept annexation of the Property.
- C.** This Agreement represents the entire agreement between the parties. 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.** This Agreement shall be binding upon the parties hereto and their respective transferee, heirs 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.

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. Developer's Warranty regarding Power and Authority. Developer 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 Developer'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.

(Signature Pages To Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives this _____ day of _____, 20__.

CITY OF LANCASTER, OHIO

APPROVED AS TO FORM FOR THE CITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FAIRFIELD)

On this _____ day of _____, 20__, before me a Notary Public personally
appeared Mayor Don McDaniel, the authorized representative of the City of Lancaster, Ohio, and
acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and
deed on behalf of the City of Lancaster, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal on the date and year aforesaid.

Notary Public

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives this ____ day of _____, 20__.

DEVELOPER

METRO DEVELOPMENT II LLC

By: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me a Notary Public
personally appeared _____, the authorized representative of Metro
Development II LLC and acknowledged the execution of the foregoing instrument, and that the
same is his voluntary act and deed on behalf of Metro Development II LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal on the date and year aforesaid.

Notary Public



The Lancaster City Planning Commission met on Thursday December 12, 2024. The members present were Jan Coccia, John Sigafos, Sherry Orlando, Bob Lovell, Rick Wilkins, Service-Safety Director Carrie Woody. Also present were: Curt Shonk, Jeff Baird and Katie Wheeling from Engineering; Steven Wellstead, Ryan Shonk and Deb Julian from Storm Water; Chasilyn Carter, Andrew Lendell and Pete Vail from Planning and Zoning; Stephanie Hall and Mitch Harden from the Law Director's Office; Larry Moore from Fire; Amy Hamilton from Income Tax; Steve Gayfield from Parks; Corey Schoonover, Bob Wolfinger and Larry Ailes from City Council.

Service-Safety Director Woody opened the meeting at 9:30 AM and welcomed everyone. She noted that our first case would be Public Hearing.

Ms. Carter began with Case 2024.008 a Change of Zoning Request for a 13.833 +/- acre consisting of 6 parcels of property at the Northwest Corner of Columbus-Lancaster rd. and Election House Rd. The request is to amend zoning map to change zoning from Greenfield Township Agricultural District to City of Lancaster Residential Multi-Unit (RM) District. With the annexation, the zoning must be changed to meet our zoning code. Therefore, the developer is asking that the parcel be rezoned as RM, Residential Multi-Unit.

She explained that the issues before Planning Commission were as follows:

- Pursuant to LCO 1159.02, the Planning Commission must decide whether or not to recommend that the Zoning Map be amended to rezone parcel number 014-00995-11; 014-00995-20; 014-00995-30; 014-00995-00; 014-00995-41; 014-00995-40 to RM at the request of the petitioner. The Planning Commission may recommend that the application be approved as submitted, approve as amended, approved subject to modification, or denied.
- Legislation for annexation of this 13.833 +/- acre parcel is in the process of being submitted to the Council of the City of Lancaster.
- Staff recommend approval of the request to change the zoning from Greenfield Township Agricultural (AG) to City of Lancaster Residential Multi-Unit (RM).

Mr. Joe Thomas from Metro Development LLC, Victory Commons was present and stated that he was assisting with the rezoning request. He mentioned that this piece of property was approved by the City Planning Commission. He mentioned that a lot split and variance had been approved by the County. He mentioned that this property would have 12 buildings, 288 Units / 3 stories high, a Community Center, Pool, Exercise Room, Outdoor Kitchen and fire pit.

Service-Safety Director Woody opened the Public Hearing at 9:40 AM and called for proponents of the rezoning, upon hearing none, she called for opponents to the rezoning. There were no comments made.

Ms. Orlando made a motion to approve the Change of Zoning request; seconded by Mr. Sigafoos. There was a unanimous vote to approve, and the motion carried.

With no further discussion, hearing no proponents or opponents, Service-Safety Director Woody carried motion.

Service-Safety Director Woody opened the next case number 2023.006.02 from Metro Development, LLC represented. for Fairfield Park Final Plat approval 8.9+/- acres along Columbus St. NW.

Ms. Carter stated the project description that Metro is adding a turn land and is dedicating right-of-way. Lancaster Codified Ordinance 1105.03 (a). 1. Adjoins an existing public street and does not involve opening, widening, extension, or improvements of any roadway or the installation of any public utilities or new easements deemed necessary by the City Engineer to provide future public utility service. Due to the above criteria, Fairfield Park will fall under the major subdivision regulations which require a plat approval through the Planning Commission.

Storm Water: Legislation was introduced on December 9th to the Council of the City of Lancaster for an Easement Agreement between the City and Fairfield Park.

Zoning: Variances for building setbacks and heights were approved by the Board of Zoning Appeals.

Ms. Carter advised that the staff recommendations include:

Staff recommend approving the final plat contingent upon the approval of the City Council of Lancaster and the recording of the access easement with the Fairfield County Recorder's Office.

Ms. Carter mentioned the Planning Commission Action: The Planning Commission may approve the plat as submitted, move to approve the plat with modifications, or deny the plat request.

Mr. John Sigafoos had a concern and asked about sidewalks in which Curt Shonk and Steven Wellstead addressed.

Mr. Sigafoos made a motion to approve the Final Plat; seconded by Ms. Orlando. There was a unanimous vote to approve, and the motion carried.

With no further discussion, hearing no proponents or opponents, Service-Safety Director Woody carried motion.

Service-Safety Director Woody opened the next case number 2024.006.03 Metro Development LLC Open Space Fee Approval. Located at the Northwest side of Hubbard Dr.

Ms. Carter began case number 2024.006.03 for Metro Development LLC requests from the Planning Commission for their Open Space Fee Approval.

She advised the developers would meet the Public Sites and Open Space requirements either with land dedication of 240 Unit Development consisting of 2.37 acres or payment of \$92,572.20 in lieu of land dedication at the discretion of the Parks Board.

Staff Recommendation: Staff Recommended approving In Lieu Fee of \$92,572.20. The Parks Department approved.

Ms. Carter mentioned the action of the Planning Commission may approve the Open Space Fee as submitted, move to approve it with modifications, or deny the request.

Mr. Sigafoos made a motion to approve; seconded by Mr. Coccia. There was a unanimous vote to approve, and the motion carried.

With no further discussion, hearing no proponents or opponents, Service-Safety Director Woody carried motion.

Service-Safety Director Woody opened the next case number 2024.009 from Forestar (USA) Real Estate Group Inc. for Preliminary Plat approval for site location West of Pleasantville Rd, SR 188; South of Rainbow Drive.

Ms. Carter stated that this was a Preliminary Plat Approval; Zoning R-MD (Residential Medium Density).

Mr. Curt Shonk began with stating the following project & site description:

- Utilities: The proposed utilities to service this site are shown on the preliminary plat, The exact location of all utilities will be determined during the construction plan review process. Below is a summary of the utilities:
- Gas: The suggestion is to seek dedication of right-of-way, via easements or other means, towards the southwest corner of Powers Run Subdivision. This will allow Lancaster Municipal Gas the ability to connect to the existing distribution system(s) immediately adjacent to this subdivision. This will increase redundancy and capacities for the entire neighborhood. Investigate the existing AEP easement for potential restriction and/or successor rights.
- Roadway/Traffic/Access:
 - Transportation: Designs need to meet the criteria in the street manual.
 - Street lighting facilities are not shown on the proposed utilities sheets. If there is a public street, street lighting infrastructure will need to be included.
- Sanitation: The location would be serviced with residential curbside trash collection.
- Street: Ms. Carter discussed a few items that have come up with the 2nd version of the preliminary plat. Some of the proposed streets share or have the same root name as current City streets. The are as follows: Mr. Curt Shonk responded with names below:

<u>Proposed Powers Run Street Name</u>	<u>Existing City Street Name</u>
Willow Avenue	Willow Street
Hilltop Avenue	Hilltop Drive
Sherman Place	Sherman Avenue
Ivy Street	Ivy Place

These streets will need to be renamed at some point – see LCO 1109.06(f) for guidance.

Also, Emerald Drive is a direct continuation of Declaration Drive (labeled as Freedom Drive on various sheets which should be corrected). Therefore, the name Declaration Drive shall continue to the next proposed intersection with Brentwood Avenue, if not to its terminus at Powers Run Avenue.

The City of Lancaster Street design manual requires street grades to be no steeper q3% within 90 feet of an intersection. This can be addressed during the detailed design phase.

Mr. Curt Shonk stated that the easement needed on the adjacent property for sewer line.

Mr. Curt Shonk stated that they are working with ODOT for access points.

Mr. Curt Shonk stated that Fire Department Approved.

Planning Commission Action:

The Planning Commission may approve the preliminary plat as submitted, move to approve the preliminary plat with modifications, or deny the preliminary request.

Mr. Sigafoos asked about sidewalks. Mr. Curt Shonk and Mr. Wellstead responded that developers will take care of in the timing of phases.

Mr. Mike Huber was present and stated that the subdivision would consist of 330 total lots with 5 phases with each phase being approximately 1 year apart.

Mr. Lovel mentioned a suggestion of having walking trails and connection with Tiki Pool and Thomas Ewing Junior High School.

Mr. Sigafoos made a motion to approve the preliminary plat; seconded by Mr. Wilkins. There was a unanimous vote to approve, and the motion carried.

With no further discussion, hearing no proponents or opponents, Service-Safety Director Woody carried motion.

The Service Safety Director Woody opened the next case number 2024-010 Woda Cooper Companies, Inc. Open Space Fee Approval. Located at 219 Sells Rd.

Ms. Carter began case number 2024.010 for Woda Cooper Companies, Inc. requests from the Planning Commission for their Open Space Fee Approval.

She advised the developers would meet the Public Sites and Open Space requirements either with land dedication of 40 Unit Development consisting of 0.39 acres or payment of \$15,233.40 in lieu of land dedication at the discretion of the Parks Board.

Staff Recommendation: Staff Recommended approving In Lieu Fee of \$15,233.40. The Parks Department approved.

Planning Commission Action: The Planning Commission may approve the Open Space Fee as submitted, move to approve the Open Space Fee with modifications, or deny the Open Space Fee request.

Mr. Sigafoos made a motion to approve; seconded by Mr. Coccia. There was a unanimous vote to approve, and the motion carried.

With no further discussion, hearing no proponents or opponents, Service-Safety Director Woody carried motion.

With no further discussion, Service-Safety Director Woody called for a motion to adjourn. The motion was made by Mr. Sigafoos; seconded by Mr. Coccia. There was a unanimous vote to approve, and the meeting adjourned at 10:04 AM.

Respectfully submitted,

Carrie Woody
Service-Safety Director