

LANCASTER CITY COUNCIL
LANCASTER, OHIO

JULY 15, 2024

REGULAR MEETING CONVENES
PRAYER
CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
READING AND DISPOSING OF THE JOURNAL
REPORTS OF CITY OFFICIALS
COMMUNICATIONS
SPECIAL PRESENTATION AND AWARDS

1. In Focus Special Presentation: Environmental Engineering

PETITIONS AND MEMORIALS
PERMISSION OF VOTERS AND TAXPAYERS TO ADDRESS COUNCIL
REPORTS OF STANDING COMMITTEES
REPORTS OF SPECIAL COMMITTEES
PUBLIC HEARINGS
READING OF RESOLUTIONS

THIRD READING

- | | |
|-----------------|--|
| Temp Res #63-24 | A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH DOUBLE BOGEY HOLDINGS LLC FOR PARCEL NUMBER 0270035940, CONSISTING OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
Economic Development (Hoop/Wing) (3 Readings) |
| Temp Res #64-24 | A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF LANCASTER, OHIO, TO ACCEPT THE MATERIAL TERMS OF THE NEW NATIONAL OPIOID SETTLEMENT WITH KROGER CO.
Finance (Wolfinger/Ahlers) (3 Readings) |

SECOND READING

- | | |
|-----------------|--|
| Temp Res #67-24 | A RESOLUTION TO REDUCE THE APPROPRIATIONS FROM THE MUNICIPAL COURT SPECIAL PROJECT FUND (2037) AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR
Finance (Wolfinger/Ahlers) (3 Readings) |
| Temp Res #69-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS FOR THE TIKI ROAD PUMP STATION RENOVATION PROJECT
Water/WPC (Wing/Tener) (2 Readings) |
| Temp Res #70-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS FOR THE EWING RUN MANHOLE RECONSTRUCTION PROJECT
Water/WPC (Wing/Ailes) (3 Readings) |
| Temp Res #71-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY |

DIRECTOR TO ADVERTISE FOR BIDS FOR THE SOUTH WATER PLANT BOOSTER PUMP PROJECT
Water/WPC (Wing/Tener) (2 Readings)

Temp Res #72-24 A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE SOUTH WATER PLANT BOOSTER PUMP PROJECT
Water/WPC (Wing/Ailes) (3 Readings)

Temp Res #73-24 A RESOLUTION TO AUTHORIZE THE AUDITOR TO COMPLETE 2024 BUDGET TRANSFERS AS NEEDED TO COMPLETE THE PUBLIC TRANSIT FUND (2021) TRANSITION TO FAIRFIELD COUNTY
Finance (Wolfinger/Ahlers) (3 Readings)

FIRST READING

Temp Res #75-24 A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE SANITATION FUND (6005) FOR THE PURCHASE OF A NEW FRONT LOAD GARBAGE TRUCK
Service (Ailes/Hoop) (3 Readings)

Temp Res #76-24 A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE CONTINUANCE OF THE 2006 ETY ROAD TAX INCREMENT FINANCING AGREEMENT, THE 2023 TIMBERTOP TAX INCREMENT FINANCING AGREEMENT, AND LANCASTER'S COMMUNITY REINVESTMENT AREAS PURSUANT TO OHIO REVISED CODE 5709.85(C)(I) AND (E)
Finance (Wolfinger/Ahlers) (3 Readings)

Temp Res #77-24 A RESOLUTION TO AMEND PERMANENT RESOLUTION 110-23 AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE INDEPENDENCE BOULEVARD AND EAST MAIN STREET CULVERT REPLACEMENT PROJECTS AND TO DECLARE AN EMERGENCY
WWPC (Wing/Ailes) (1 Reading)

Temp Res #78-24 A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES FOR THE DESIGN AND BIDDING OF REPLACEMENT PRESSURE FILTER VALVES AT THE SOUTH WATER TREATMENT PLANT
WWPC (Wing/Tener) (2 Readings)

Temp Res #79-24 A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS TO CONSTRUCT THE ZANE ALLEY SEWER REPLACEMENT PROJECT
WWPC (Wing/Ailes) (2 Readings)

Temp Res #80-24 A RESOLUTION AUTHORIZING THE SERVICE-SAFETY

DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING FOR SOLE SOURCE PROVIDERS FOR FILTER RECONSTRUCTION FOR THE SOUTH WATER TREATMENT PLANT
WWPC (Wing/Tener) (2 Readings)

Temp Res #81-24 A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO WAIVE COMPETITIVE BIDDING AND ENTER INTO A CONTRACT FOR THE CONCENTRATE DISCHARGE IMPROVEMENT PROJECT AND TO DECLARE AN EMERGENCY
WWPC (Wing/Ailes) (2 Readings)

Temp Res #82-24 A RESOLUTION TO AMEND PERMANENT RESOLUTION 58-24 AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR THE INSTALLATION OF A NEW HVAC SYSTEM FOR THE LANCASTER POLICE DEPARTMENT, APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN .45 POLICE & FIRE LEVY 2021 FUND 2051, AND TO DECLARE AN EMERGENCY
Safety (Bizjak/Tener) (1 Reading)

Temp Res #83-24 A RESOLUTION TO AUTHORIZE THE SERVICE SAFETY DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH URBAN RESTORATIONS FOR ITS PROJECT KNOWN AS THE SHUMAKER
Finance (Wolfinger/Ailes) (3 Readings)

READING OF ORDINANCES

THIRD READING

NONE

SECOND READING

Temp Ord #23-24 AN ORDINANCE TO AMEND PERMANENT ORDINANCE 34-23 AND TO DECLARE AN EMERGENCY
Finance (Wolfinger/Ailes) (2 Readings)

FIRST READING

Temp Ord #24-24 AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
Economic Development (Hoop/Wing) (3 Readings)

Temp Ord #25-24 AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A SCHOOL COMPENSATION AGREEMENT FOR INCOME TAX SHARING BETWEEN AMANDA CLEARCREEK LOCAL SCHOOL DISTRICT AND THE CITY OF LANCASTER
Law (Nihiser/Bizjak) (3 Readings)

TABLED LEGISLATION

Temp Ord #19-24

AN ORDINANCE TO REPEAL AND REPLACE LANCASTER CODIFIED ORDINANCE PART SEVEN – BUSINESS REGULATION CODE, CHAPTER 709 – CULTIVATION, PROCESSING OR DISPENSING OF MEDICAL MARIJUANA OF THE CODIFIED ORDINANCES OF THE CITY OF LANCASTER

Law (Nihiser/Wolfinger) (3 Readings)

Tabled after 3rd Reading on 06.24.24

UNFINISHED BUSINESS**NEW BUSINESS****1. 2025 Council Meeting Dates****ANNOUNCEMENT OF SCHEDULED MEETINGS****REGULARLY SCHEDULED CITY COUNCIL MEETINGS**

1. August 12th at 6:30 p.m.
2. August 26th at 6:30 p.m.

SPECIAL SCHEDULED MEETINGS

None

REGULARLY SCHEDULED COMMITTEE MEETINGS

1. Economic Development – July 25th at 7:30 a.m. – City Hall 1897 Conf Room
2. Water/WPC – July 26th at 7:30 a.m. – City Hall 1897 Conference Room
3. Safety – August 2nd at 8:00 a.m. – City Hall 1897 Conference Room
4. Law – August 5th at 7:30 a.m. – City Hall 1897 Conference Room
5. Public Works – August 9th at 7:30 a.m. – City Hall 1897 Conference Room
6. Finance – August 12th at 6:00 p.m. – Council Chambers
7. Code/Zoning – August 12th at 8:00 a.m. – City Hall 1897 Conference Room

READING OF BILLS**EXECUTIVE SESSION (if needed)****ADJOURNMENT**

TEMPORARY RESOLUTION NO. 75-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE SANITATION FUND (6005) FOR THE PURCHASE OF A NEW FRONT LOAD GARBAGE TRUCK

WHEREAS, the City of Lancaster Sanitation Department is asking to transfer funds for the purchase of a new front load garbage truck to replace an aging truck in its fleet; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor amend the Certificate of Appropriations with the County Auditor in the amount of One Hundred Ninety-One Thousand Dollars (\$191,000.00) in the Sanitation Fund (6005).

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in the Sanitation Fund (6005) in the amount of One Hundred Ninety-One Thousand Dollars (\$191,000.00), as follows:

6005.6300.56030, Equipment/Vehicle- Sanitation	\$191,000.00
Total	\$191,000.00

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

Clerk: _____

Offered by: _____

Second by: _____

Requested by Service Committee

President of Council

Mayor

TEMPORARY RESOLUTION NO. 76-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE CONTINUANCE OF THE 2006 ETY ROAD TAX INCREMENT FINANCING AGREEMENT, THE 2023 TIMBERTOP TAX INCREMENT FINANCING AGREEMENT, AND LANCASTER'S COMMUNITY REINVESTMENT AREAS PURSUANT TO OHIO REVISED CODE 5709.85(C)(I) AND (E)

WHEREAS, Ohio Revised Code § 5709.85(C)(1) and (E) require the Lancaster's Tax Incentive Review Council ("TIRC") to annually review the City's tax incentive agreements and make a recommendation to City Council regarding the continuance or discontinuance thereof by September 1st; and

WHEREAS, the City's TIRC met on Tuesday, June 25, 2024, and received a staff report recommending the continuance of the 2006 Ety Road Tax Increment Financing ("TIF") agreement and the tax incentives authorized therein for Flagstar, successor in interest to Island Capital Investment Group, LLC, Menards, Inc., RLG Lancaster Ltd., GCG Lancaster Ltd., Anchor Lancaster, LLC, and Wal-Mart Stores East, LP, and voted to approve the same; and

WHEREAS, the City's TIRC also received a staff report recommending the continuance of Lancaster's Community Reinvestment Area ("CRA") agreements and the tax incentives authorized therein, and voted to approve the same; and

WHEREAS, the City's TIRC also received a staff report recommending the continuance of the 2023 Timbertop TIF agreement and the tax incentives authorized therein for Lancaster Development Company, LLC, contingent upon the Developer's responsiveness to the City Auditor's requests for information, and voted to approve the same; and

WHEREAS, the City TIRC's meeting minutes, attached hereto as Exhibit A, contain its written recommendation to City Council, and City Council is required, within 60 days after the TIRC's annual meeting, to vote to accept, reject, or modify all or any portion of the TIRC's recommendation; now, therefore,

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

SECTION 1. That the recommendation of the TIRC to continue the 2006 Ety Road Tax Increment Financing Agreement and the tax incentives contained therein is hereby accepted for the following companies:

- A. Flagstar, successor in interest to Island Capital Group, LLC
- B. Menards, Inc.
- C. RLG Lancaster Ltd.
- D. GCG Lancaster Ltd.,
- E. Anchor Lancaster, LLC
- F. Wal-Mart Stores East, LP

SECTION 2. That the recommendation of the TIRC to continue the City's current CRA agreements and the incentives contained therein is hereby accepted.

SECTION 3. That the recommendation of the TIRC to continue the 2023 Timbertop Tax Increment Financing Agreement and the tax incentives contained therein is hereby accepted for the following companies:

A. Lancaster Development Company, LLC

SECTION 4. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

Clerk: _____

Offered by: _____

Second by: _____

Requested by Finance Committee

President of Council

Mayor



AGENDA

OFFICE OF COUNTY AUDITOR

County Auditor
Carri L. Brown, PhD, MBA, CGFM
carri.brown@fairfieldcountyohio.gov

City of Lancaster Tax Incentive Review Council Meeting
Minutes
1897 Room; 2nd Floor, City Hall
104 E. Main Street
Lancaster, Ohio
Wednesday, June 26, 2024, 9:00 a.m.

TIRC 1 – Lancaster Members

- *Dr. Carri L. Brown*, County Auditor, TIRC Chair
- *Mayor Don McDaniel*, City of Lancaster
- *Perla Uhl*, minority representative, for the City of Lancaster, appointed by the Mayor and affirmed by Council
- *Bill Nash*, for the City of Lancaster, appointed by the Mayor and affirmed by Council (*not present*)
- *Larry Ailes*, Councilman, City of Lancaster City Council President Appointee (*not present*)
- *Tricia Nettles*, City Auditor, City of Lancaster
- *Julie Taylor*, Treasurer, Lancaster City Schools

Also attending:

- Stephanie Hall, Law Director
- Anitra Scott, Deputy City Auditor, alternate for Tricia Nettles, City Auditor
- Stephanie Bosco, Economic Development Director & Port Authority Director
- Amy Hamilton, Tax Commissioner, City of Lancaster
- Pete Vail, Zoning Administrator, City of Lancaster
- Chasilyn Carter, City Planner, City of Lancaster
- Dr. Timothy Edwards, Superintendent, Amanda Clearcreek Schools (*alternate for Lana Fairchild*) via phone

A. Welcome and Introductions

All TIRC Members

Dr. Brown welcome welcomed everyone and called the meeting to order at 9:00 a.m. The group introduced themselves to one another.

B. Role of Tax Incentive Review Councils

Dr. Carri L. Brown

Dr. Brown asked if she needed to go over the role again for the Tax Incentive Review Council, which the group agreed that we did not need to go over the role again. She commented that the main purpose was to review tax incentives and agreements, to accept reports about the incentives, and to make recommendations to the municipality about continuing the agreements.

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County Auditor
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- Update regarding Community Reinvestment Act agreements
- Update for the Timbertop agreement
- Update on potential TIF bonding for Timbertop

Tricia Nettles, City of Lancaster Auditor, stated that all of the developers for the Ety Rd TIF were current in their TIF payments and all was going well.

Anitra Scott, Assistant City Auditor, agreed that everyone with the Ety Rd TIF were compliant with all their financial requirements. She stated that the Lancaster Development Company, LLC / Timbertop Owners Association Inc. / District at Lancaster, LLC has not responded to the City of Lancaster's request for information on where to send the service payments for the Timbertop TIF.

Stephanie Bosco, Economic Development Director & Port Authority Director, stated that the Timbertop developers are wanting to bond out their debt which will probably happen at the end of their development. The Lancaster Port Authority will be completing the resolution for the bonding process through their board.

Stephanie Hall, City of Lancaster Law Director, stated that the City of Lancaster is not financially a part of the Timbertop TIF bonding process, and that no legislation will run through the city. The City of Lancaster will not be obligated for any of the bond debt.

Action: Stephanie Hall, City of Lancaster Law Director, will reach out to the developer's attorney's office to get the information that is needed for the service payments to be sent.

G. Review of Compliance with Non-Discriminatory Policies

Anitra Scott, Assistant City Auditor, stated that all of the Ety Rd TIF Developers were compliant with the non-discriminatory policies but that the Timbertop TIF Developer has not responded to her request for their non-discriminatory policy request.

Action: Stephanie Hall, City of Lancaster Law Director, will reach out to the developer's attorney's office to get the information that is needed.

H. Recommendations of TIRC

All TIRC Members

Motion to accept the reports and recommend continuance of the 2006 TIF agreement and incentives contained therein for the six named entities

Motioned by: Don McDaniel

Seconded by: Julie Taylor

Discussion: None

The motion carried unanimously.

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OFFICE OF COUNTY AUDITOR

County Auditor
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carri.brown@fairfieldcountyohio.gov

Motion to accept the reports and recommend continuance of the CRA agreements and incentives contained therein

Motioned by: Don McDaniel
Seconded by: Julie Taylor

Discussion: None

The motion carried unanimously.

Motion to accept the reports and recommend continuance of the Timbertop agreement and incentives contained therein with Timbertop, contingent to the developers being responsive to the City Auditor's questions

Motioned by: Perla Uhl
Seconded by: Don McDaniel

Discussion: Dr. Carri Brown, Fairfield County Auditor, suggested that it was appropriate to add the condition to the motion to accept that Timbertop be responsive to the City Auditor's Office on their unanswered questions.

The motion carried unanimously.

I. Other Business/Agreements in Progress

All TIRC Members

There was no other business to discuss.



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TIRC 2 – Lancaster Members

- *Dr. Carri L. Brown*, County Auditor, TIRC Chair
- *Mayor Don McDaniel*, City of Lancaster
- *Perla Uhl*, minority representative, for the City of Lancaster, appointed by the Mayor and affirmed by Council
- *Bill Nash*, for the City of Lancaster, appointed by the Mayor and affirmed by Council (*not present*)
- *Larry Ailes*, Councilman, City of Lancaster City Council President Appointee (*not present*)
- *Tricia Nettles*, City Auditor, City of Lancaster
- *Julie Taylor*, Treasurer, Lancaster City Schools
- *Attending by phone: Dr. Edwards*, Superintendent, Amanda Clearcreek Schools, alternate for Lana Fairchild, Treasurer

Also attending:

- Stephanie Hall, City Law Director
- Anitra Scott, Deputy City Auditor, alternate for Tricia Nettles, City Auditor
- Stephanie Bosco, Economic Development Director & Port Authority Director
- Amy Hamilton, Tax Commissioner, City of Lancaster
- Pete Vail, Zoning Administrator, City of Lancaster
- Chasilyn Carter, City Planner, City of Lancaster
- Dr. Timothy Edwards, Superintendent, Amanda Clearcreek Schools (*alternate for Lana Fairchild*) via phone

J. Community Reinvestment Act Review

Dr. Carri Brown, Fairfield County Auditor, asked how the CRA for Google is progressing.

Stephanie Hall, City of Lancaster Law Director, responded that Google filed their CRA in December 2023, and she is in the process of discussion with Google's attorneys for the tax incentives. Once finalized, she will give an update.

Pete Vail, Zoning Administrator, City of Lancaster, stated that Google's phase 1 is completed and phase 2 is underway. Mr. Vail also provided an Annual Report of Tax Abated Properties in the City of Lancaster for 2023.



AGENDA

OFFICE OF COUNTY AUDITOR

County Auditor
Carri L. Brown, PhD, MBA, CGFM
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Memo item of discussion:

Amy Hamilton, Tax Commissioner, City of Lancaster, spoke about the City of Lancaster Income Tax annual incentive payments on payroll city tax withholdings for Magna, Blue Label, and South-Central Power. These payroll tax incentives are not based on property taxes but on payroll benchmarks that the companies that were approved must meet. Benchmarks are job creation and annual payroll goals which will give them up to 50% abatement of payroll withholdings and 10-year abatement.

Mrs. Hamilton asked the TIRC members if the income tax incentive payments should be presented at the TIRC meetings. The TIRC members did not believe that the income tax incentive program should not be a part of the annual TIRC meetings. Dr. Brown stated that other TIRC meetings focus on property tax incentives. She went on to state that the information provided for this TIRC meeting for the income tax incentives be noted as a memo item, since it is not required for the TIRC meeting.

Dr. Carri Brown, Fairfield County Auditor, also did a quick recap of the CRA discussions for Dr. Timothy Edwards, Superintendent, Amanda Clearcreek Schools (participating by phone), and asked if he had any questions. He stated that he did not have any questions.

K. Review of Compliance with Non-Discriminatory Policies

In the future, a summary of compliance with non-discriminatory policies should be included with the reports. There were no problems noted with compliance.

L. Recommendations of TIRC

All TIRC Members

Motion to accept the reports and recommend continuance of the Google CRA Investment agreement and incentives contained therein

Motioned by: Don McDaniel

Seconded by: Perla Uhl

Discussion: Dr. Carri Brown, Fairfield County Auditor, appreciated the words of "Google CRA Investment" as part of the motion. She asked Dr. Timothy Edwards, Superintendent, Amanda Clearcreek Schools, if he had any discussion points for the motion. He had none. There was no other discussion.

The motion carried unanimously.



AGENDA

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M. Other Business/Agreements in Progress

All TIRC Members

Dr. Timothy Edwards, Superintendent, Amanda Clearcreek Schools, thanked everyone for allowing him to be a part of this meeting.

N. 2025 TIRC Meeting Date & Location

All TIRC Members

Dr. Carri Brown, Fairfield County Auditor, announced the 2025 TIRC meeting which will be June 25, 9:00 a.m. at Lancaster City Hall.

O. Adjourn

Meeting adjourned at 9:26 a.m.

Motioned by: Julie Taylor

Seconded by: Don McDaniel

The motion carried unanimously.

City of Lancaster Tax Incentive Review Council Report

2023 Tax Increment Financing (TIF) Information

Total Number of Tax Increment Financing (TIF) Abated Projects: **6**

Total Number of Tax Increment Financing (TIF) Abated Project Value: **\$45,580,760**

- A. Island Capital Investment Group, LLC
- B. Menard, Inc
- C. Wal-Mart Stores East
- D. RLG Lancaster Ltd, GCG Lancaster Ltd, Anchor Lancaster, LLC
- E. Lancaster Development Company, LLC / Timbertop Owners Association Inc
- F. District at Lancaster, LLC

PARCEL #	ABATED PARCEL #	OWNER'S NAME	TERMS	ABT TYPE	TOTAL APPRAISED VALUE	TOTAL ABATED VALUE	ANNUAL TAX PAID	TAX STATUS	EFF TAX YEARS	Square Feet
063-00010-00	063-70010-00	Anchor Lancaster LLC ET AL	100%/ 30 yrs	C	\$ 495,250.00	\$ 130,560.00	\$ 10,486.76	2nd Half Due	2007-2036	123,275
063-00011-00	063-70011-00	Dustaway LLC	100%/ 30 yrs	C	\$ 1,141,060.00	\$ 888,470.00	\$ 24,161.06	2nd Half Due	2007-2036	85,378
063-00012-00	063-70012-00	2665 North Memorial Drive LLC	100%/ 30 yrs	C	\$ 1,050,490.00	\$ 846,870.00	\$ 22,243.90	2nd Half Due	2007-2036	68,825
063-00013-00	063-70013-00	Spires Motors	100%/ 30 yrs	C	\$ 133,260.00	\$ 43,050.00	\$ 2,821.02	2nd Half Due	2007-2036	27,094
053-13729-00	053-71372-90	Stevenson Family Realty LLC	100%/ 30 yrs	C	\$ 1,061,280.00	\$ 1,056,920.00	\$ 18,891.70	2nd Half Due	2007-2036	42,253
053-10047-10	053-71004-71	Spires Motors	100%/ 30 yrs	C	\$ 102,000.00	\$ 97,420.00	\$ 1,815.70	2nd Half Due	2007-2036	44,431
053-13720-00	053-71372-00	Blanckenship Investment Properties LLD	100%/ 30 yrs	C	\$ 770,050.00	\$ 764,840.00	\$ 13,707.66	2nd Half Due	2007-2036	50,530
053-13722-00	053-71372-20	Kohls Illinois Inc	100%/ 30 yrs	C	\$ 3,800,000.00	\$ 3,764,370.00	\$ 67,642.92	2nd Half Due	2007-2036	345,867
053-13724-00	053-71372-40	ICIG-V LLX	100%/ 30 yrs	C	\$ 905,570.00	\$ 899,960.00	\$ 16,119.88	2nd Half Due	2007-2036	54,450
053-13725-00	053-71372-50	Marias Mexican Restaurant LLC	100%/ 30 yrs	C	\$ 114,000.00	\$ 108,880.00	\$ 2,029.32	Current	2007-2036	49,658
053-13726-00	053-71372-60	ETY Investments LLC	100%/ 30 yrs	C	\$ 316,400.00	\$ 288,600.00	\$ 5,632.16	2nd Half Due	2007-2036	269,636
053-13727-00	053-71372-70	Atomic Credit Union Inc	100%/ 30 yrs	C	\$ 897,870.00	\$ 889,390.00	\$ 15,982.52	Current	2007-2036	81,893
053-13727-20	053-71372-72	Aaron Rents Inc	100%/ 30 yrs	C	\$ 671,710.00	\$ 667,220.00	\$ 11,957.06	Current	2007-2036	43,560
053-13727-30	053-71372-73	Zanesville Welfare Organization and Goodwill Industries Inc	100%/ 30 yrs	C	\$ 277,000.00	\$ 264,560.00	\$ 4,930.84	Current	2007-2036	120,661
053-13727-10	053-71372-71	SRI Real Estate Properties LLC	100%/ 30 yrs	C	\$ 489,030.00	\$ 484,090.00	\$ 8,705.10	2nd Half Due	2007-2036	47,916
053-13721-00	053-71372-10	Menard Inc	100%/ 30 yrs	C	\$ 9,600,000.00	\$ 9,523,160.00	\$ 170,887.36	2nd Half Due	2007-2036	745,312
053-13728-00	053-71372-80	Wal-Mart Real Estate Business Trust	100%/ 30 yrs	C	\$ 3,646,000.00	\$ 3,598,900.00	\$ 64,902.14	2nd Half Due	2007-2036	456,945
063-00014-00	063-70014-00	Wal-Mart Real Estate Business Trust	100%/ 30 yrs	C	\$ 5,354,100.00	\$ 3,972,620.00	\$ 113,369.16	2nd Half Due	2007-2036	466,963
053-23271-00	Pending	Lancaster Development Company LLC	100%/ 30 yrs	R	\$ 545,000.00	\$ -	\$ 7,086.88	2nd Half Due	2021-2051	1,695,225
053-23277-00	Pending	Lancaster Development Company LLC	100%/ 30 yrs	C	\$ 377,850.00	\$ -	\$ 6,726.14	2nd Half Due	2021-2051	506,429
053-23278-00	053-72327-80	District at Lancaster LLC	100%/ 30 yrs	C	\$ 17,743,250.00	\$ 17,290,880.00	\$ 315,843.52	2nd Half Due	2021-2051	606,312
053-23279-00	Pending	Timbertop Owners Association Inc	100%/ 30 yrs	R	\$ 590.00	\$ -	\$ 7.80	2nd Half Due	2021-2051	127,805
					\$ 49,491,760.00	\$ 45,580,760.00	\$ 905,950.60			

RLC/GCG/Anchor Street TIF

Name of TIRC City of Lancaster	Tax Year 2023
Company Name RLC/GCG/Anchor Street TIF	Community Reinvestment Area Type Percent Abated
First Year 2007 Last Year 2037	Number of Years 30
Total Appraised Value \$3,881,340.00	Total Value Abated \$2,965,870.00

Annual Tax Paid \$78,604.44	Foregone Tax
Delinquent Tax \$0.00	Do you believe this abatement is in compliance? Yes
Building Description/Use E - OTHER TAX ABATEMENT - TIF	

Parcel Number(s) 053-71372.90, 063-70010.00, 063-70011.00, 063-70012.00, 063-70013.00

Tenants

Vacancies

Agreement Amount of Note
Note Steet Improvement TIF Note, Series 2023
Noteholder RLG Lancaster Ltd., GCG Lancaster Ltd. And Anchor Lancaster, LLC
Note Rate 4.00%
Principal Amount \$83,896.94

Project Details/History

Neighborhood Shopping Center, Commercial Vacant
Land, Full Service Bank, Restaurant, Cafeteria, and/or
Bar
Totaling 346,825 square feet



WAL-MART

Name of TIRC City of Lancaster	Tax Year 2023
TIF Ordinance No. 39-06	
Company Name Wal-Mart Street TIF	Community Reinvestment Area Type Percent Abated
First Year 2007 Last Year 2037	Number of Years 30
Total Appraised Value \$9,000,100.00	Total Value Abated \$7,571,520.00
Annual Tax Paid \$178,271.30	Foregone Tax
Delinquent Tax \$0	Do you believe this abatement is in compliance? Yes
Building Description/Use Discount Department Store	
Parcel Number(s) 053-13728.00, 053-71372.80, 063-00014.00, 063-70014.00	
Tenants Wal-Mart	Vacancies

Agreement Amount of Note

Note Steet Improvement TIF Note, Series 2023
Noteholder Wal-Mart Stores East, LP
Note Rate 4.00%
Principal Amount \$287,788.87
Other Agreement Benchmarks
Notes

Project Details/History

Commercial Discount Department Store
Totaling 923,908 square feet



MENARDS

Name of TIRC City of Lancaster	Tax Year 2023
TIF Ordinance No. 39-06	
Company Name Menards Street TIF	Community Reinvestment Area Type Percent Abated
First Year 2007 Last Year 2037	Number of Years 30
Total Appraised Value \$9,600,000.00	Total Value Abated \$9,523,160.00
Annual Tax Paid \$170,887.36	Foregone Tax
Delinquent Tax \$0	Do you believe this abatement is in compliance? Yes
Building Description/Use Discount Department Store	
Parcel Number(s) 053-13721.00, 053-71372.10	
Tenants Menard Inc	Vacancies

Agreement Amount of Note

Note Steet Improvement TIF Note, Series 2023
Noteholder Menard, Inc.
Note Rate 4.00%
Principal Amount \$201,418.43

Commercial Discount Department Store
Totaling 745,312 square feet

Project Details/History



ISLAND CAPITAL/FLAGSTAR

Name of TIRC City of Lancaster	Tax Year 2023
TIF Ordinance No. 39-06	
Company Name Menards Street TIF	Community Reinvestment Area Type Percent Abated
First Year 2007 Last Year 2037	Number of Years 30
Total Appraised Value \$8,343,630.00	Total Value Abated \$8,229,330.00
Annual Tax Paid \$148,523.16	Foregone Tax
Delinquent Tax \$0	Do you believe this abatement is in compliance? Yes

Building Description/Use Discount Department Store

Parcel Number(s) 053-71004.71, 053-71372.00, 053-71372.20, 053-71372.40, 053-71372.50, 053-71372.60, 053-71372.70, 053-71372.72

Tenants Spires Motors, Blankenship Investment properties, Kohls Illinois Inc, ICIG-V LLX, Maria Mexican Restaurant LLC, Ety Pointe LLC, Standing Stone National Bank, Aaron Rents Inc

Vacancies

Agreement Amount of Note

Note Steet Improvement TIF Note, Series 2023

Noteholder Flagstar Bank, FSB

Note Rate 4.00%

Principal Amount \$247,023.28

Note Island Capital TIF Note, Series 2023

Noteholder Flagstar Bank, FSB

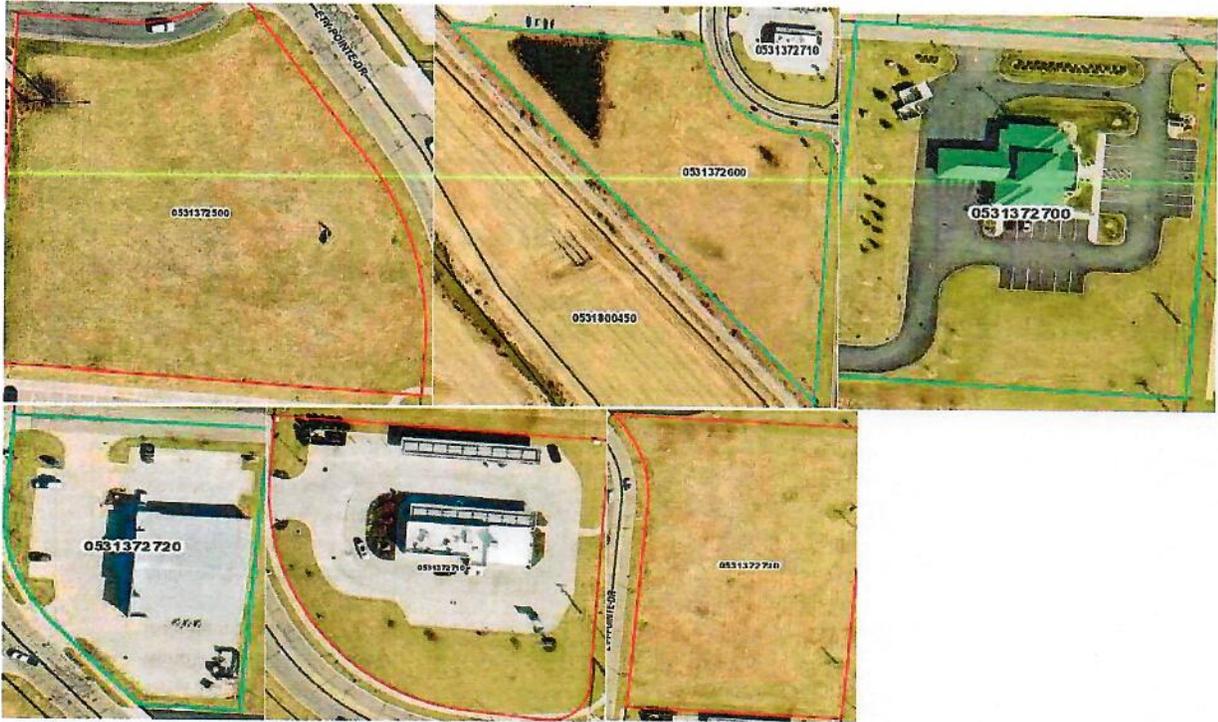
Note Rate 4.00%

Principal Amount \$254,392.13

Project Details/History

Commercial Vacant Land, Restaurant, Cafeteria,
and/or Bar, Discount Department Store,
Neighborhood Shopping Center
Totaling 940,025 square feet





Lancaster Development Company LLC

Name of TIRC City of Lancaster	Tax Year 2023
TIF Ordinance No. 19-21 / 24-21	
Company Name Lancaster Development Company LLC	Community Reinvestment Area Type Percent Abated
First Year 2021 Last Year 2051	Number of Years 30
Total Appraised Value \$545,000.00	Total Value Abated - PENDING TIF APPROVALS
Annual Tax Paid \$13,820.82	Foregone Tax
Delinquent Tax \$0	Do you believe this abatement is in compliance?

Building Description/Use
Parcel Number(s) 053-23271-00, 053-23277-00, 053-23279-00
Tenants Residential Rental Apartments
Vacancies Vacant Land

Agreement Amount of Bond

Bond Columbus-Franklin County finance Authority
Developer Lemon Development
Note Rate - Unknown
Principal Amount - Unknown

Timbertop St. Single Family Residential,
Residential/Commercial Vacant Land, Lot
Totaling 2,329,459 square feet

Project Details/History



District at Lancaster, LLC

Name of TIRC City of Lancaster	Tax Year 2023
TIF Ordinance No. 19-21 / 24-21	
Company Name District at Lancaster, LLC	Community Reinvestment Area Type Percent Abated
First Year 2021 Last Year 2051	Number of Years 30
Total Appraised Value \$17,743,250.00	Total Value Abated - \$17,290,880.00
Annual Tax Paid \$315,843.52	Foregone Tax
Delinquent Tax \$0	Do you believe this abatement is in compliance? Unknown
Building Description/Use	
Parcel Number(s) 053-23278-00	
Tenants Apartment rentals 40 or more	
Vacancies	

Agreement Amount of Note

Note Columbus-Franklin County Finance Authority
Developer Lemon Development
Bond Rate - Unknown
Principal Amount - Unknown

Project Details / History

Timbertop St. Commercial Apartments
40 or more rentals units
Totaling 606,312.00 square feet



2023 CRA Abatement Information

Total CRA Abated Parcels prior 2023:

Residential 2

Commercial 13

Industrial 9

Total CRA Investment Subject to Exemption prior 2023:

Residential \$575,405

Commercial \$9,427,618

Industrial \$40,704,669

Total number of Jobs created prior 2023: 210

Total CRA Abated Parcels in 2023:

Residential 0

Commercial 4

Industrial 2

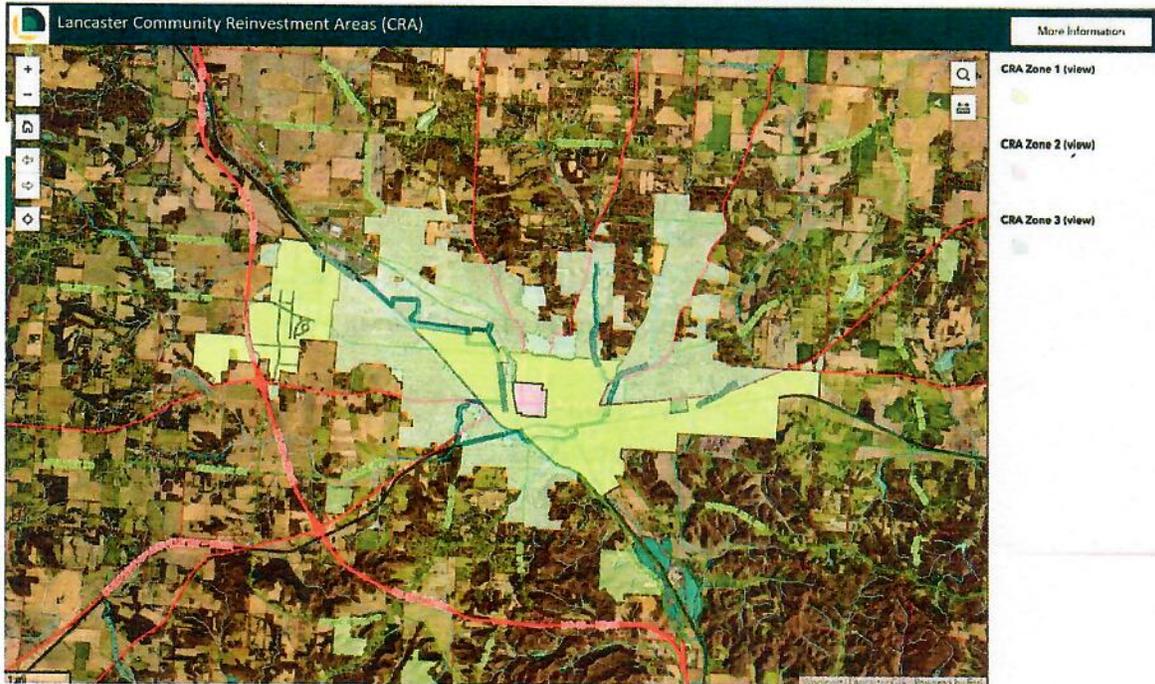
Total CRA Investment Subject to Exemption in 2023:

Residential **\$0**

Commercial **\$3,966,687**

Industrial **\$779,863,318**

Total number of Jobs created in 2023: **76**



MEMO
2023 Income Tax Incentive Factor

The City offers annual incentive payments based upon a percentage (Incentive Factor) of employee annual city income tax withholdings from payroll.

Total Income Tax Receipts 2023 - **\$37,858,328**
Withholdings of total receipts - **75.95%** at **\$28,752,961**
Corporate of total receipts - **12.30%** at **\$4,657,500**
Individuals of total receipts - **11.75%** at **\$4,447,867**

Tax Incentive Factor 2023
Reported Payroll - **\$55,041,985.26**
Rebated Withholdings - **\$582,696.55**
W2's Reported - **1517**



CITY OF LANCASTER

Housing Officer

104 E. Main St.

Lancaster, Ohio 43130-3825

(740) 681-5017

Web site: www.ci.lancaster.oh.us/dept/building

January 23, 2024

To: Housing Council and City Officials

Annual Report of Tax Abated Properties in The City of Lancaster for 2023

This report will reflect the Community Reinvestment Area projects with the City of Lancaster, Ohio, that are in good standing and that comply with the standards adopted by the City of Lancaster, Ohio.

The 2022 annual inspection did not expose any project that warranted discontinuing their term of abatement. Below is the list of projects currently receiving tax exemptions for improvements to real property as described in Section 3735.67 of the Ohio Revised Code. Included is their date of approval, zoning, term, and expiration date. New properties are in bold. At the end, is a list of those projects that expired in 2023.

<u>DATE OF APPROVAL</u>	<u>ADDRESS</u>	<u>ZONED</u>	<u>TERM</u>	<u>EXPIRATION DATE</u>
Five New Abatements for 2023				
3/5/2009	1290 Campground Rd.	Industrial	15	2025
8/20/2012	1061 Mill Park Dr.	Industrial	13	2026
11/14/2012	3473 Ruble Park Ave.	Industrial	15	2028
10/07/2013	200 S. Columbus St.	Commercial	12	2026
2/29/2016	200 S. Columbus St.	Commercial	12	2029
12/24/2013	890 Mill Park Dr.	Industrial	15	2029
10/26/2018	333 E. Wheeling St.	Residential	10	2029
2/7/2017	342 Lincoln Ave.	Commercial	12	2030
7/24/2017	515 N. High St.	Commercial	12	2030
12/5/2017	209 S. Broad St.	Commercial	12	2030
10/26/18	431 S. Columbus St.	Commercial	12	2031
4/26/2018	156/158 W. Chestnut St.	Commercial	12	2031
12/24/2015	866 Mill Park Dr.	Industrial	15	2031
11/19/2021	405 S. Columbus St.	Residential	10	2032
11/29/2021	121 N. High St.	Residential	10	2032
12/5/2016	619 Mill Park Dr.	Industrial	15	2032
10/16/2019	162-168 W. Main St.	Commercial	12	2032
11/25/2019	430 W. Fair Ave.	Commercial	12	2032
10/11/2017	1337 Carbon Court	Industrial	15	2033
1/9/2020	1248 E. Main St.	Commercial	12	2033
5/20/2020	154 E. Main St.	Commercial	12	2033
5/20/2020	450 W. Fair Ave.	Commercial	12	2033
9/9/2021	321 S. Columbus St.	Commercial	12	2034
12/1/2022	356 S. Columbus St.	Commercial	12	2034
12/10/2021	135 W. Main St.	Commercial	10	2034
1/30/2019	501-541 S. Maple St.	Industrial	15	2035
2/8/2023	123 N. Broad St.	Commercial	11	2035
7/13/2023	416 N. Columbus St.	Commercial	12	2036
9/22/2023	520 S. Broad St.	Commercial	12	2036
9/22/2036	211-219 S. Broad St.	Commercial	12	2036
1/8/2021	747 Mill Park Dr.	Industrial	15	2037
10/19/2021	619 Mill Park Dr.	Industrial	15	2037
1/28/2022	755 thru 805 E. Wheeling St.	Residential	15	2037
12/22/2023	35 Whitley Rd.	Industrial	15	2039
Expiring In 2024				
	564/566 Mill Park Dr.	Industrial	15	2024
	130 E. Chestnut St.	Commercial	11	2024

Respectfully submitted,



Peter Vail
Housing Officer

Cc: Don McDaniel, Mayor
Carrie Woody, SSD
Stephanie Bosco, Economic Development Director
Stephanie Hall, Law Director



OHIO COMMUNITY REINVESTMENT AREA (CRA) PROGRAM
2023 CRA STATUS REPORT FOR CRA'S CREATED BEFORE JULY 1, 1994**

**Attach a separate status report for each CRA within this jurisdiction.

Please read Pre-1994 CRA Annual Report Letter prior to completing this form. All questions MUST be answered for report to be complete.

1. Name of Jurisdiction: City of Lancaster
 2. Name/Identification of CRA: CRA 1, Page 1
 3. Dated Created: Nov-79
 4. Expiration Date (if any):
 5. Housing Officer Name: Peter Vail
 6. Housing Officer Title: Zoning Administrator
 7. Housing Officer Address: 104 E. Main St., Lancaster, OH 43130
 8. Housing Officer Phone: 740-681-5017
 9. Housing Officer Email: pvail@ci.lancaster.oh.us

**Send Completed Reports to localincentives@development.ohio.gov

10. List ALL activities and projects for which an exemption has been granted in the CRA area and current status*:
 *Attach additional pages if necessary to fully describe project status.

Name/Property Identification	Date Project Certified	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemptions Involved	Date of Most Recent Housing Council Review	Current Status
1290 Campground Rd.	07/12/83	I	100%	15	12,154,114	12,154,114		N/A	03/15/24	continued
1061 Mill Park Dr.	07/15/24	I	100%	13	1,369,424	1,369,424		N/A	03/15/24	continued
3473 Ruble Park Ave.	11/14/12	I	100%	15	950,000	950,000		N/A	03/15/24	continued
890 Mill Park Dr.	12/24/13	I	100%	15	1,632,901	1,632,901		N/A	03/15/24	continued
333 E. Wheeling St.,	10/26/18	R	100%	10	98,385	98,385		N/A	03/15/24	continued
342 Lincoln Ave.	02/17/17	C	100%	12	199,748	199,748		N/A	03/15/24	continued
515 N. High St.	07/24/17	C	100%	12	127,741	127,741		N/A	03/15/24	continued
431 S. Columbus St.	10/28/18	C	100%	12	1,995,147	1,995,147	25	N/A	03/15/24	continued
866 Mill Park Dr.	12/24/15	I	100%	15	1,415,000	1,415,000		N/A	03/15/24	continued
619 Mill Park Dr.	12/05/16	I	100%	15	2,307,022	2,307,022		N/A	03/15/24	Continued
430 W. Fair Ave.	11/15/19	C	100%	12	951,863	951,863	7	N/A	03/15/24	continued
1337 Carbon Court	10/11/17	I	100%	15	189,707	189,707		N/A	03/15/24	continued
1248 E. Main St.	01/09/20	C	100%	12	881,498	881,498	35	N/A	03/15/24	continued
450 W. Fair Ave.	05/20/20	C	100%	12	831,763	831,763	4	N/A	03/15/24	continued
356 S. Columbus St.	12/01/22	C	100%	12	218,598	218,598	12	N/A	03/15/24	continued
501-541 S. Maple St.	01/30/19	I	100%	15	620,808	620,808	12	N/A	03/15/24	continued
321 S. Columbus St.	09/09/21	C	100%	12	320,228	320,228	12	N/A	03/15/24	continued
747 Mill Park Dr.	01/08/21	I	100%	15	12,842,870	12,842,870	15	N/A	03/15/24	Continued





Send Completed Reports To:
 77 S. High Street
 PO Box 1001
 Columbus, Ohio 43216-1001

Questions? Contact:
 Daniel Strasser
 Tax Incentives Analyst
daniel.strasser@development.ohio.gov

TEMPORARY RESOLUTION NO. 77-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AMEND PERMANENT RESOLUTION 110-23 AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE INDEPENDENCE BOULEVARD AND EAST MAIN STREET CULVERT REPLACEMENT PROJECTS AND TO DECLARE AN EMERGENCY

WHEREAS, City Council passed Permanent Resolution 110-23 on November 13, 2023, authorizing a contract amount not to exceed One Million Dollars (\$1,000,000.00) for the construction of the Independence Boulevard and East Main Street Culvert Replacement Projects; and

WHEREAS, upon commencing construction, the City's contractor on the project experienced multiple conflicts with existing utilities, which have delayed the project and will necessitate spending additional funds to address these utility conflicts; and

WHEREAS, the contractor also has legitimate claims stemming from these utility conflict delays that will necessitate additional funds to settle; and

WHEREAS, the cost of the additional work and the associated delay claims will cause the overall contract price to exceed the original contract amount of One Million Dollars (\$1,000,000.00); and

WHEREAS, to ensure the contractor can complete all the work that is necessary to finish this project, City Council is being asked to authorize the expenditure of up to Four Hundred Thousand Dollars (\$400,000.00) in additional funds; now, therefore,

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

SECTION 1. That Section 1 of Permanent Resolution 110-23 be amended to read as follows:

“SECTION 1. That the Service-Safety Director is hereby authorized to enter into a contract for the construction of the Independence Boulevard and East Main Street Culvert Replacement Projects in an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00).”

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 inability to authorize additional contract work on the projects will result in delayed payments to the contractor for expenses they have already incurred and could lead to more delays and additional project costs; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

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

Date Approved: _____

President of Council

Clerk: _____

Offered by: _____

Second by: _____

Mayor

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 78-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES FOR THE DESIGN AND BIDDING OF REPLACEMENT PRESSURE FILTER VALVES AT THE SOUTH WATER TREATMENT PLANT

WHEREAS, the City of Lancaster is undertaking a rebuild of the pressure filters at the South Water Treatment Plant; and

WHEREAS, engineering services are needed for design and bidding for the project; and

WHEREAS, the City wishes to contract with ARCADIS U.S., Inc. for these services; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to enter into a consulting engineering agreement not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for engineering services.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 79-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS TO CONSTRUCT THE ZANE ALLEY SEWER REPLACEMENT PROJECT

WHEREAS, the combined sewer located in Zane Alley between Broad Street and Center Alley is in poor condition and must be replaced before a catastrophic failure occurs; and

WHEREAS, previous attempts to fix the line through trenchless repairs were unsuccessful due to the location of other utilities above the line, specifically an AT&T duct bank, which obstructs the City's access; and

WHEREAS, the City has notified AT&T that its duct bank will need to be relocated to facilitate repairs in Zane Alley and AT&T is working with the City to relocate its impeding infrastructure to allow this project to proceed; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to advertise for bids to construct the Zane Alley Sewer Replacement Project.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 80-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING FOR SOLE SOURCE PROVIDERS FOR FILTER RECONSTRUCTION FOR THE SOUTH WATER TREATMENT PLANT

WHEREAS, the Division of Water needs to rebuild the pressure filters and replace the filter media at the South Water Treatment Plant; and

WHEREAS, Hungerford & Terry, Inc. is the sole source provider of this filter media and other materials, which is a judicially recognized exception to competitive bidding requirements known as the sole source doctrine; and

WHEREAS, Hungerford & Terry, Inc. has submitted a quote for the necessary materials to complete this project in the amount of Two Hundred Sixty-Nine Thousand Five Hundred Dollars (\$269,500.00); and

WHEREAS, Pelton Environmental Products is the only contractor qualified to use the materials sourced from Hungerford & Terry, Inc. to rebuild the pressure filters and replace the filter media; and

WHEREAS, Pelton Environmental Products has provided a quote for the scope of the labor needed at Three Hundred Sixty-Nine Thousand Dollars (\$369,000.00); now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to dispense with competitive bidding as these companies are the sole source providers of the necessary materials and labor to rebuild the pressure filters and replace the filter media at the South Water Treatment Plant.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

Clerk: _____

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

President of Council

Mayor

TEMPORARY RESOLUTION NO. 81-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO WAIVE COMPETITIVE BIDDING AND ENTER INTO A CONTRACT FOR THE CONCENTRATE DISCHARGE IMPROVEMENT PROJECT AND TO DECLARE AN EMERGENCY

WHEREAS, the current design of the concentrate line from the South Water Treatment Plant to Canal Street is causing operational problems due to deposits of solids in the line; and

WHEREAS, the City cannot increase production at the South Water Plant until this problem is corrected; and

WHEREAS, the City previously advertised for bids for the project and received one bid that exceeded the Engineer's estimate for the project; and

WHEREAS, the City has modified the design of the project to reduce costs and improve constructability; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to dispense with competitive bidding and enter into a contract with DOW Construction in an amount not to exceed Four Hundred Thousand Dollars (\$400,000).

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 increased production at the South Water Plant is necessary to provide for the water needs of the City's customers; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

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

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 82-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AMEND PERMANENT RESOLUTION 58-24 AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR THE INSTALLATION OF A NEW HVAC SYSTEM FOR THE LANCASTER POLICE DEPARTMENT, APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN .45 POLICE & FIRE LEVY 2021 FUND 2051, AND TO DECLARE AN EMERGENCY

WHEREAS, City Council passed Permanent Resolution 58-24 on May 6, 2024, authorizing competitive bidding for the construction of the New HVAC System for the Lancaster Police Department and approving a contract not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000.00); and

WHEREAS, bids were recently opened, and are still being examined, with the highest bid coming in at approximately One Million Nine Hundred Twenty-Seven Dollars (\$1,927,000.00) which is within the statutorily permitted overage, but more than the previously approved contract amount; and

WHEREAS, this increase will necessitate an increase in appropriations in the .45 Police & Fire Levy 2021 Fund 2051 and ten percent (10%) of the contract price will be needed to be set aside for unforeseen construction contingencies as well, for a total of Two Hundred Seventeen Thousand Dollars (\$217,000.00) additional funds required; now, therefore,

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

SECTION 1. That Section 1 of Permanent Resolution 58-24 is hereby amended to read as follows:

“SECTION 1. That the Service-Safety Director is hereby authorized to advertise for bids and enter into a contract for the installation of a new HVAC system for the Lancaster Police Department in an amount not to exceed One Million Nine Hundred Twenty-Seven Thousand Dollars (\$1,927,000.00).”

SECTION 2. That the City of Lancaster Auditor amend the Certificate of Appropriations with the County Auditor in the amount of Two Hundred Seventeen Thousand Dollars (\$217,000.00) in the .45 Police & Fire Levy 2021 Fund (2051).

SECTION 3. That the City of Lancaster Auditor appropriate from the unencumbered balance in expense account 2051.3250.56090 (Improvements) in the amount of Two Hundred Seventeen Thousand Dollars (\$217,000.00).

SECTION 4. 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 inability to authorize additional expenses on the project will result in delays and additional project costs; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

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

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Safety Committee

TEMPORARY RESOLUTION NO. 83-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE SAFETY DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH URBAN RESTORATIONS FOR ITS PROJECT KNOWN AS THE SHUMAKER

WHEREAS, Urban Restorations, LLC has committed to creating The Shumaker, which will be a 65-unit luxury loft apartment project with first floor retail space, currently under construction in Lancaster's historic downtown at 219 N. Columbus Street; and

WHEREAS, pursuant to Lancaster Codified Ordinance § 1345.14(d) "The City may at its sole discretion consider a credit based on the terms of the of this chapter for the following concessions or contributions of the property owner," (5) "The provision of a development agreement with the City for purposes of job creation or for consideration of other fee or tax revenue generation"; and

WHEREAS, in anticipation of the additional tax revenue that the residential and retail units will generate for the City, and in light of Urban Restorations' financial commitment to preserving and restoring this structural piece of Lancaster's history that was previously vacant and deteriorating; now, therefore,

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

SECTION 1. That the Service Safety Director is hereby authorized to enter into a Development Agreement to provide a credit to Urban Restorations, LLC for the Fire/EMS impact fee for its project known as The Shumaker pursuant to Lancaster Codified Ordinance § 1345.14(d)(5).

SECTION 2. That the Development Agreement in the form presently on file with the Clerk of Council 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 Service Safety Director. That the Service Safety Director, 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 Service Safety Director, their character not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Service Safety Director for and in the name of the City, to execute any amendments to the Development Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Date Approved: _____

President of Council

Clerk: _____

Offered by: _____

Mayor

Second by: _____

Requested by Finance Committee

DEVELOPMENT AGREEMENT

This Agreement entered into this _____ day of September 2024, by and between Urban Restorations, LLC, an Ohio limited liability company (“Owner”); and the City of Lancaster, Ohio (“City”),

WITNESS:

- a. WHEREAS, the Owner wishes to renovate and redevelop a vacant and deteriorating, historically and architecturally significant building for residential and retail use in Lancaster’s historic district on N. Columbus Street, known as The Shumaker (the “Project”), and
- b. WHEREAS, The Codified Ordinances of the City of Lancaster, Ohio, the Construction and Material Specifications of Lancaster and the general regulations and rules in force on the date of this agreement (“City Regulations”) state the requirements for developing within the City.

NOW, THEREFORE, the Owner and the City, in consideration of the mutual covenants set forth herein, agree that:

- I. OWNER RESPONSIBILITIES: The Owner will:
 - 1.1 Develop or cause the development of the Project in accordance with the City Regulations and the construction drawings approved by the City.
 - 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
 - 1.3 Provide the City with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
 - a. Sidewalks and curbs, graded full width and finished including drainage structures and other improvements all as shown on the City Standard Construction Drawings and required for this Project;
 - b. Monuments, stakes and all survey control required.
 - c. All other improvements shown on the construction drawings as approved by the City. (Such as grading and seeding, if necessary, etc.)
 - 1.4 Await the City’s approval of the construction drawings and specifications before beginning any construction work.
 - 1.5 Guarantee that the labor, materials, and equipment used to develop the Project meets the City requirements by providing either;

- a. A performance bond or surety acceptable to the City equal to the estimated construction cost of the public improvements; or
- b. An irrevocable bank letter of credit payable to the City equal to one hundred percent (100%) of the estimated construction costs of the public improvements; or
- d. Subject to the approval of the City of Lancaster a certification to the City by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimate construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements, and

which bond or funds shall not be released until the City certifies that as best the City can determine, the construction was satisfactorily completed. Such a release does not relieve the Owner of the responsibility to meet the requirements of the City Regulations or any City maintenance guarantee requirements.

- 1.6 Give the City at least one (1) week notice prior to beginning any construction work on public improvements and keep the City advised of the work schedule throughout the development of the Project.
- 1.7 Prior to conditional acceptance of the Project by the City, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least one year, by providing either:
 - a. A maintenance bond equal to ten percent (10%) of the construction cost for the public improvements; or
 - b. A certification to the City by a financial institution or corporation acceptable to the City Law Director that: funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account; that these funds cannot be released without a release by the City; that the institution or corporation holding the funds shall release to the City all of the funds so escrowed for the purpose enumerated herein; and that the escrow account will not be closed out without the approval of the City with the final acceptance of the public improvements by the City constituting release of the escrow account lacking any formal release by the City; or
 - c. A bond or irrevocable letter of credit payable to the City equal to ten percent (10%) of the construction cost for the public improvements.
- 1.8 Provide a written request for the maintenance guarantee release upon completion of at least one (1) year maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the City pursuant to this Project have been paid in full.
- 1.9 Cause the work described in the approved construction drawings, specifications and

supporting data, as required herein, to be completed within a year of the approval of the construction plans or within the term period of the surety, whichever is greater, unless approved otherwise by the City.

- 1.10 Remove or cause to be removed such dirt, debris and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the City that such work is required. Such removal shall be done to the satisfaction of the City Engineer, pursuant to LCO Section 1107.02(g).

II. CITY RESPONSIBILITIES: The City will:

- 2.1 Provide the Project with a credit towards the fire impact fee required pursuant to City Regulations. The credit shall be provided pursuant to LCO Section 1345.13(d)(5) in consideration of the financial commitment of the Owner, the potential job creation that will occur in the Project's retail space, and the additional utility usage fees and tax revenue that will be generated by the residential portion of the Project.
- 2.2 For this Project, the fire impact fee shall be calculated as One Thousand Dollars (\$1,000.00) per residential unit. The Project consists of sixty-five (65) residential units, so the total fire impact fee for the Project shall be Sixty-Five Thousand Dollars (\$65,000.00).

III. GENERAL TERMS:

- 3.1 When there appears to be, or there is in fact, a conflict between this Agreement and the City Regulations the City Regulations shall govern.
- 3.2 The Owner shall hold the City free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at Owner's own cost and expense, any suit or action brought against the City resulting from Owner's willful action or sole negligence.
- 3.3 By signing this Agreement the Owner acknowledges possession of copies of the:
 - a. The City of Lancaster's Subdivision Regulations,
 - b. The City of Lancaster's Construction and Material Specifications,
 - c. The City of Lancaster General Regulations and Rules,

and that the procedures described in these City Regulations will be followed during the development, acceptance, and maintenance period for this Project.

- 3.4 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the City may take any of the following actions, after notice and seven (7)

days to cure has been provided to Owner, unless Owner's violation of or failure to comply with the Agreement creates an immediate threat of health, safety, and/or harm to the City or public, as solely determined by the City:

- a. Stop all work on the Project forthwith;
 - b. Continue any unfinished work or replace any unaccepted work to a point that any improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the City because of their state of completion by:
 1. Holding the bonding company responsible,
 2. Using the certified check, or proceeds thereof,
 3. Using the funds in the escrow account, or
 4. Draw on the letters of credit;
 - c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response, or an immediate response is required. The cost of using City labor, materials, or equipment shall be at the Owner's expense and shall be paid thirty (30) days after being billed. Failure to pay may result in the City taking the actions provided in 3.4(a) or 3.4(b) herein.
- 3.5 This Agreement represents the entire and integrated agreement between the Owner and the City for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and City.
- 3.6 The Owner and City each binds itself and its successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the City shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the City.
- 3.7 Notices: Any notice required by this Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.
- 3.8 Legal Interpretation and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any claims hereunder shall be brought in a court of competent jurisdiction in Fairfield County, Ohio.

IN CONSIDERATION WHEREOF, the City and Owner hereby grant the rights and privileges stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands, and have executed this agreement on the day and year first above written.

Urban Restorations, LLC/OWNER:

Signature

Name Printed

Date

CITY OF LANCASTER:

Carrie Woody
Service-Safety Director

Curt Shonk, P.E., P.S.
City Engineer

As to Form: _____
Stephanie L. Hall
City Law Director

Date

TEMPORARY ORDINANCE NO. 24-24

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster was served with an Expedited Type 2 Petition to annex 5.664 +/- acres on Sheridan Drive from Pleasant Township to the City of Lancaster; and

WHEREAS, Lancaster City Council has already accepted and consented to the petition for annexation via Permanent Ordinance 23-24 on June 24, 2024; and

WHEREAS, subject to successful annexation the City must establish zoning for the newly annexed territory; and

WHEREAS, the negotiated Pre-Annexation Agreement which is pending before Council as Temporary Resolution 63-24 states that the 5.664 +/- acres to be annexed will be zoned as RM – Residential Multi-Family; and

WHEREAS, the City's Planning Commission met on July 11, 2024, and voted unanimously to establish the zoning for the territory to be annexed as RM – Residential Multi-Family; and

WHEREAS, pursuant to Ohio Revised Code § 713.12, City Council may accept, reject, or modify the recommendation of the Planning Commission as set forth in Exhibit A attached hereto; 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 zoning for the 5.664 +/- acres, pursuant to Exhibit B, 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 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: _____

Offered by: _____

Mayor

Second by: _____

Requested by Economic Development Committee

I, Kristina Crites, Clerk of Council do hereby certify that on _____, 2024 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



**Proposed 5.0± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

Beginning at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence **S 02°06'53" W**, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, **170.9± feet** to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence **N 87°54'53" W**, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, **150.6± feet** to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence **S 02°01'55" W**, with a west line of said 0.486 acre tract and an east line of said Tract 1, **118.8± feet** to an angle point of said 0.486 acre tract and said Tract 1;

Thence **S 46°47'49 E**, with an east line of said 0.486 acre tract and a west line of said Tract 1, **124.0± feet** to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence **S 88°01'27" E**, with the south line of said 0.120 acre tract, and a north line of said Tract 1, **57.0± feet** to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing **S 88°01'27" E**, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, **150.3± feet** to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence **S 01°45'40" W**, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, **398.1± feet** to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence **N 64°25'22" W**, with the north line of said 0.18 acre tract and the south line of said Tract 1, **191.1± feet** to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence **S 03°37'14" E**, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, **129.6± feet** to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence **N 87°59'17" W**, with a south line of said Tract 1 and the north line of said 0.734 acre tract, **20.1± feet** to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence **N 01°32'21" W**, with a west line of said Tract 1, and the east line of said 0.577 tract, **95.2± feet** to an angle point of said Tract 1 and said 0.577 acre tract;

Thence **N 03°38'07" W**, with a west line of said Tract 1 and an east line of said 0.577 acre tract, **41.7± feet** to an angle point of said Tract 1 and the northeast corner of said 0.577 acre tract;

Thence **S 85°17'06" W**, with a south line of said Tract 1 and a north line of said 0.577 acre tract, **137.8± feet** to a point on the common line of said 0.577 acre tract and said Tract 1, and being on the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W);

Thence with the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W) and across said Tract 1, the following three (3) courses and distances:

1. **N 13°39'28" W, 399.4± feet** to a point;
2. With a curve to the right, a central angle of **14°00'46"**, a radius of **1027.96 feet**, an arc length of **251.4± feet**, and a chord bearing and distance of **N 06°39'05" W, 250.8± feet** to a point;

**Proposed 5.0± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-2-

3. With a curve to the right, a central angle of $2^{\circ}41'40''$, a radius of 1475.42 feet, an arc length of 69.4± feet, and a chord bearing and distance of $N 1^{\circ}49'45'' E$, 69.4± feet to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

Thence $S 87^{\circ}54'53'' E$, with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, 323.9± feet to the Point of Beginning, containing 5.0± acres.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

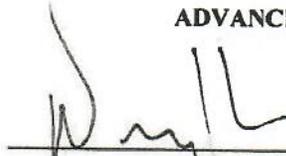
The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



ADVANCED CIVIL DESIGN, INC.

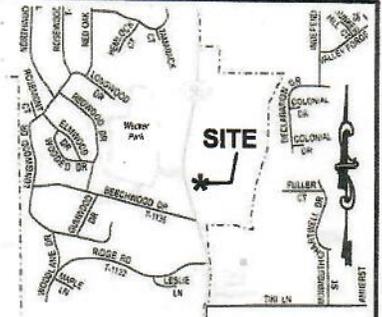
 5/14/24

Douglas R. Hock, P.S. 7661 Date:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6'±
L2	N87°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

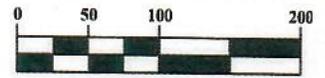
5.0± ACRE ANNEXATION FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER

Section 29, Township 15
Range 18, Congress Lands
Township of Pleasant
County of Fairfield, State of Ohio



Location Map - NTS

GRAPHIC SCALE



1 inch = 100 feet

Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust & Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust
Tract One
D.V. 690, Pg. 933
21.280 Ac.
P.N. 0270035920

City of Lancaster
D.V. 438, Pg. 20
P.N. 0270805000
(0.57 Ac.)
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive
Subdivision No. 2
P.B. 7, Pg. 6
P.N. 0270077400

Lot 19

5.0± Ac. Tract

Length of Contiguity: 1043± feet
Total Length of Perimeter: 2,829± feet
Percentage of Contiguity: 37±%

This annexation will result in Parcel 0270036000 being a township island.

Lot 18

P.N. 0270077300

Legend



Area to be Annexed

Existing City of Lancaster Corp Line

Proposed City of Lancaster Corp Line

This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.

Douglas R. Hock, P.S. 7661

Date:

Advanced Civil Design, Inc
781 Science Boulevard, Suite 100
Gahanna, OH 43230
Phone 614-428-7750

Job No.: 23-0038-414
Date: 05/08/2024



POB
5.0± Ac.

S87°54'53"E 323.9'±

Δ=2°41'40"
R=1475.42'
ArdL=69.4'±
ChB=N1°49'45"E
ChD=69.4'±

Δ=14°00'46"
R=1027.96'
ArdL=251.4'±
ChB=N6°39'05"W
ChD=250.8'±

Jared C. and
Caitlin M. Lister
I.N. 20230008234
P.N. 0270036000

Tract #1
0.486 Ac.

Tract #2
0.120 Ac.

S88°01'27"E
57.0'±

S88°01'27"E
150.3'±

Jeffrey L. Shull, Trustee of
the Clara Louise Shull Revocable
Trust and the Paul J. Shull
Revocable Trust
I.N. 202300014399
Tract 1
5.664 Ac.

5.0± Ac.

P.N. 0270035940

Jeffrey L. Shull, Trustee of
the Clara Louise Shull Revocable
Trust and the Paul J. Shull
Revocable Trust
I.N. 202300014399
Tract 2
16.269 Ac.
P.N. 0534248400

Ariana Hayes
I.N. 202100025179
0.577 Ac.
P.N. 0270035400

Tract #1
0.22 Ac.

Tract #3
0.18 Ac.

Tract #2
0.020

Mary L. Fox
D.B. 397, Pg. 574
D.B. 552, Pg. 195
P.N. 0270035300

Cindy S. and Rodney Asbury
I.N. 202100022476
0.734 Ac.
P.N. 0270035100

TEMPORARY ORDINANCE NO. 25-24

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A SCHOOL COMPENSATION AGREEMENT FOR INCOME TAX SHARING BETWEEN AMANDA CLEARCREEK LOCAL SCHOOL DISTRICT AND THE CITY OF LANCASTER

WHEREAS, the City created a community reinvestment area pursuant to Resolution No. 123-79 on November 12, 1979, known as the Pre-1994 CRA; and

WHEREAS, a portion of the territory of the Pre-1994 CRA overlaps with the territory of the Amanda Clearcreek Local School District ("School District"), specifically, the Google Data Center Project ("Project") at 35 Whiley Road in Lancaster; and

WHEREAS, on December 8, 2023, the School District received written notice from the City that the construction of that Project was approved to receive a property tax exemption pursuant to the Pre-1994 CRA; and

WHEREAS, pursuant to Ohio Revised Code § 5709.82, the City and the School District desire to enter into a School Compensation Agreement ("Agreement") to compensate the School District in connection with the Pre-1994 CRA property tax exemptions relating to the Project for CRA Duration; and

WHEREAS, such an Agreement will compensate the School District for a portion of the real property taxes that the School District would have received had the Project site been improved and not been exempted from taxation under the exemption resulting from Pre-1994 CRA; now, therefore,

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

SECTION 1. That the Mayor is hereby authorized to negotiate and enter into the Agreement attached hereto as Exhibit 1 with the Amanda Clearcreek Local School District regarding income tax sharing at the Project site known as 35 Whiley Road.

SECTION 2. That the School Compensation Agreement in the form presently attached hereto as Exhibit 1 is hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to this City and which shall be approved by the Mayor. This Council further authorizes the Mayor for and in the name of the City, to execute any amendments or changes to the final documents, which amendments are not inconsistent with this Ordinance and not substantially adverse to the City.

SECTION 3. This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Date Approved: _____

President of Council

Clerk: _____



SCHOOL COMPENSATION AGREEMENT

(Google Project – 35 Whiley Road, Lancaster, Ohio)

THIS SCHOOL COMPENSATION AGREEMENT (the “*Agreement*”) is made and entered into as of this [] day of [], 2024 (the “*Effective Date*”), by and between the **CITY OF LANCASTER, OHIO**, an Ohio municipal corporation, with its main offices located at 104 E. Main Street, Lancaster, Ohio 43130 (the “*City*”), and the **AMANDA CLEARCREEK LOCAL SCHOOL DISTRICT**, Fairfield County, Ohio, a public school district with its principal offices located at 328 E. Main Street, Amanda, Ohio 43102 (the “*School District*” and, together with the City, the “*Parties*”).

WITNESSETH:

WHEREAS, the City created a community reinvestment area pursuant to Resolution No. 123-79 on November 12, 1979, as amended and/or supplemented from time (the “*Pre-1994 CRA – Zone 1*”) pursuant to Sections 3735.65 at seq. (the “*CRA Act*”);

WHEREAS, a portion of the territory of the Pre-1994 CRA – Zone 1 overlaps with the territory of the School District, specifically, the Project Site (as defined herein);

WHEREAS, on December 8, 2023, the School District received written notice from the City that the construction of a new data center building, as a commercial development, for the benefit of Google (“*Building 1 of the Project*”) located at 35 Whiley Road, Lancaster, Ohio (on parcels: 0571000230 and 0571000200; see *Exhibit A* attached hereto and incorporated herein) (the “*Project Site*”) had been approved to receive a property tax exemption pursuant to the Pre-1994 CRA – Zone 1;

WHEREAS, as permitted by the CRA and the Pre-1994 CRA – Zone 1, the City intends that the property tax exemption for Building 1 of the Project commence on January 1, 2024, and that the duration of such exemption last for 15 years, ending on December 31, 2038 (the “*Building 1 CRA Duration*”);

WHEREAS, amount of the property tax exemption associated with Building 1 of the project is intended to be 100% of the dollar amount by which new construction attributable to Building 1 of the Project increases the market value of the structure;

WHEREAS, the City anticipates that additional buildings and structures (i.e. several buildings) will be constructed on the Project Site for similar commercial purposes, inclusive of Building 1 of the Project and any additional buildings and/or structures on the Project Site relating to a Pre-1994 CRA – Zone 1 exemption (the “*Aggregate Project*”) and for each additional building or structure for which a property tax exemption will be sought under Pre-1994 CRA – Zone 1 that is part of the Aggregate Project, the City will provide the School District notice of the period of the tax exemption, inclusive of the Building 1 CRA Duration and any additional buildings and/or structures on the Project Site relating to a Pre-1994 CRA – Zone 1 exemption (the “*Aggregate CRA Duration*”);

WHEREAS, by way of example and for the purposes of clarity, in the event that Building 2 is constructed on the Project Site (“*Building 2 of the Project*”) and the construction of such building

is completed on December 8, 2025, and a property tax exemption is granted on 100% of the dollar amount by which Building 2 of the Project increases the market value of the related structure, for a period of 15 years commencing on January 1, 2026 and ending on December 31, 2040 (“**Building 2 CRA Duration**”), the parties intend that Building 1 of the Project and Building 2 of the Project shall constitute the Aggregate Project, and further, that the Building 1 CRA Duration and Building 2 CRA Duration shall constitute the Aggregate CRA Duration; provided, however, when the Building 1 CRA Duration expires, then the Aggregate CRA Duration will only include the Building 2 CRA Duration and any subsequent durations as a result of additional buildings or structures on the Project Site;

WHEREAS, the Parties intend that any and all measurements hereunder (including, but not limited to, new employee payroll) shall include the Aggregate Project and the Aggregate CRA Duration at any given point in time;

WHEREAS, pursuant to Ohio Revised Code Section 5709.82, the City and the School District desire to enter into this Agreement to compensate the School District in connection with the Pre-1994 CRA – Zone 1 property tax exemptions relating to the Aggregate Project for the Aggregate CRA Duration;

WHEREAS, on [_____], 2024, City Council for the City [adopted] [passed] Ordinance No. [_____] (the “**Authorizing Ordinance**”), pursuant to which the City authorized execution of this Agreement; and,

WHEREAS, on June 19, 2024, the Board of Education of the School District adopted a resolution (the “**School District Resolution**”) granting its approval of this Agreement;

WHEREAS, to compensate the School District for a portion of the real property taxes that the School District would have received had the Project Site been improved and not been exempted from taxation under the exemption resulting from Pre-1994 CRA – Zone 1, the Parties have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety, and welfare of the citizens of the City and the School District;

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Approval; Compensation Payments to School District and Joint Vocational School District.

A. Income Tax Sharing. For each year that the Project Site is subject to the exemption or exemptions resulting from the Aggregate Project as part of the Pre-1994 CRA – Zone 1, as applications for property tax exemptions are received and approved by the City, a housing officer of the City, or other authorized representative (collectively, the “**CRA Exemption**”), the City will pay to the School District an amount equal to 50% of the income taxes collected by the City with respect to each calendar year for new employees located on a parcel of the Project Site for which the CRA Exemption is in effect, less any income tax sharing amounts required to be paid to the applicable joint vocational school district (“JVSD”) pursuant to Ohio law, in accordance with the following methodology for making distribution determinations:

(i) for each year that the Project Site is subject to the CRA Exemption and the payroll of new employees equals or exceeds two million dollars (\$2,000,000), as adjusted under Section 5709.82(E) of the Ohio Revised Code, the City shall pay to the School District and the JVSD, on a pro rata basis based upon the allocable portion of the School District's and the JVSD's respective effective tax rate millage as a percentage of the entirety of the School District's and the JVSD's combined effective tax rate millage, within the territory of which the Project Site is located, an amount equal to fifty percent (50%) of the difference between the amount of income taxes levied and collected by the City on the incomes of the new employees, and the amount of any infrastructure costs incurred in that tax year, however, the amount of such infrastructure cost may not exceed thirty-five percent (35%) of the amount of such income taxes for purposes of this calculation.

The City will make the required payments due for any such year by April 1 of the following year, such period of time being necessary for the City to receive and review income tax returns and determine the amount of income taxes received. The foregoing income tax sharing applies to wages that are subject to City income tax withholding pursuant to Ohio Revised Code Section 718.011 for full and part time workers located at the Project Site and construction workers constructing any portion of the Aggregate Project. As used in this Agreement, "new employee" is defined in Ohio Revised Code Section 5709.82 in effect on the date of this Agreement. As used in this Agreement, "infrastructure costs" is defined in Ohio Revised Code Section 5709.82 in effect on the date of this Agreement.

B. Income Tax Calculation. The City shall submit to the School District, with the transmission of the amounts described in Section 1.A.i. above, a detailed accounting of its calculation of such payments (each a "*School Income Tax Payment*"). Subject to its confidentiality obligations imposed by Section 718.13 of the Ohio Revised Code and other applicable law, the City shall provide such back-up information for its calculations as the School District reasonably requests. In the event the School District disputes the amount of a School Income Tax Payment, as certified by the Tax Commissioner of the City, the School District shall certify, within 30 days of receipt of the accounting from the City, the basis for the dispute and the amount that the School District claims is the correct amount of School Income Tax Payment to be paid to the School District. Within 10 days thereafter, the City's Tax Commissioner and the School District's Treasurer shall meet to discuss and resolve the dispute. In the event the Tax Commissioner and the Treasurer are unable to mutually agree on the amount of the School Income Tax Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit the School District's ability, after payment and receipt of such School Income Tax Payment amount, to seek recovery of amounts deemed underpaid.

In no case may the total School Income Tax Payments made hereunder over the entire period of the CRA Exemption exceed the amount of taxes that the School District would have received over the entire CRA Exemption period absent the CRA Exemption. Nothing contained in this Section shall limit the City's ability, after payment and receipt of such School Income Tax Payment amount, to seek recovery of amounts deemed overpaid.

C. Sharing of Legal Expenses. The Parties hereto agree to evenly share legal expenses of the preparation of this Agreement up to a reasonable amount not to exceed \$8,500.00 (in the aggregate).

Section 2. Term of Agreement; Other Terms.

(A) Term. The term of this Agreement commences on the date of this Agreement and expires on December 31st of the last year in which a CRA Exemption applies to any parcel of the Project Site.

(B) Subdivision or Consolidation of the Project Site. In the event that the Project Site is subdivided or consolidated with other property, the Parties agree to make the necessary amendments to this Agreement in order to preserve and protect the School Income Tax Payment to the School District and the JVSD, as originally contemplated under this Agreement.

(C) No Other Compensation. Except for the payments and consideration set forth in Section 1 of this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to R.C. 5709.82 or otherwise, in connection with the CRA Exemption.

(D) Waiver of Defects and Irregularities. The School District waives any defects or irregularities relating to the CRA Exemption or additions to such exemption. The School District agrees that fourteen (14) day advance notice of additions to the CRA Exemption is sufficient and that notices may be delivered by e-mail to the School District Treasurer.

Section 3. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed, and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Parties be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts (including electronically executed or transmitted counterparts), all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF LANCASTER, OHIO

By: _____
Mayor

Approved as to Form:

City Law Director

AMANDA CLEARCREEK LOCAL SCHOOL DISTRICT

By: _____
President of the Board of Education

By: _____
Treasurer

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Lancaster, Ohio (the “City”), hereby certifies in connection with the Compensation Agreement between the City and the Amanda Clearcreek Local School District, dated as of [_____], 2024, that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2024, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

City Auditor

Dated: _____, 2024

EXHIBIT A

Project Site

Parcel Number(s):

0571000230

0571000200

TEMPORARY ORDINANCE NO. 19-24*

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE LANCASTER CODIFIED ORDINANCE PART SEVEN – BUSINESS REGULATION CODE, CHAPTER 709 – CULTIVATION, PROCESSING OR DISPENSING OF MEDICAL MARIJUANA OF THE CODIFIED ORDINANCES OF THE CITY OF LANCASTER

WHEREAS, pursuant to Issue 2, the state Marijuana Legalization Initiative, which passed in November of 2023, the sale of adult use cannabis will be legal in the State of Ohio in September of 2024; and

WHEREAS, pursuant to specific language in that initiative, as well as home rule authority regarding land use, local political subdivisions have the power and authority to determine whether to prohibit adult use dispensaries within their boundaries; and

WHEREAS, the cultivation, processing, or dispensing of medical marijuana is currently prohibited within the municipal corporation limits of Lancaster; and

WHEREAS, the Ohio General Assembly has still not finalized the language of Ohio Revised Code Title 37, Chapter 3780 – Adult Use Cannabis Control, which was created by initiative to regulate adult use cannabis in the State; now, therefore,

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

SECTION 1. That Part Seven – Business Regulation Code, Chapter 709 – Cultivation, Processing or Dispensing of Medical Marijuana of the Codified Ordinances of the City of Lancaster, be repealed and replaced pursuant to Exhibit “A”, **as amended**, attached hereto and incorporated herein by reference.

SECTION 2. That City Council hereby finds that this Ordinance was deliberated upon and passed in an open meeting in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. 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 Law Committee



CHAPTER 709
Cultivating, Processing, ~~Distributing~~, Dispensing, Testing, or Selling
Medical Marijuana or Adult Use Cannabis

- 709.01** Definitions.
- 709.02** Cultivating, processing, distributing, dispensing, testing, or selling medical marijuana prohibited.
- 709.03** Cultivating, processing, distributing, dispensing, testing, or selling adult use cannabis prohibited.
- 709.04** Violations deemed a public nuisance.
- 709.05** Review and Re-Approval of Adult Use Cannabis Moratorium
- 709.99** Penalty.

~~CROSS REFERENCES~~

~~Illegal cultivation see GEN. OFF. 513.06~~

709.01 DEFINITIONS.

As used in this chapter:

- (a) "Adult Use Cannabis" means marihuana as defined in Section 3719.01 of the Ohio Revised Code that is cultivated, processed, distributed, dispensed, tested, sold, possessed, or used for a non-medical purpose. Also known as recreational marijuana.
- (b) "Medical marijuana" means marihuana as defined in Section 3719.01 of the Ohio Revised Code that is cultivated, processed, distributed, dispensed, tested, sold, possessed or used for a medical purpose.

~~(Ord. 20-16. Passed 9-26-16.)~~

709.02 CULTIVATING, PROCESSING, DISTRIBUTING, DISPENSING, TESTING, OR SELLING MEDICAL MARIJUANA PROHIBITED.

No person shall cultivate, process, ~~distribute~~, dispense, test, or sell medical marijuana.

~~(Ord. 20-16. Passed 9-26-16.)~~

709.03 CULTIVATING, PROCESSING, DISTRIBUTING, DISPENSING, TESTING, OR SELLING ADULT USE CANNABIS PROHIBITED.

No person shall cultivate, process, distribute, dispense, test, or sell adult use cannabis.

709.04 VIOLATIONS DEEMED A PUBLIC NUISANCE

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

709.05 REVIEW AND RE-APPROVAL OF ADULT USE CANNABIS MORATORIUM

By or before January 1, 2026, City Council shall review the current moratorium on adult use cannabis imposed by Section 709.03 of the Lancaster Codified Ordinances, and shall, by ordinance, continue or discontinue the moratorium hereby adopted.

709.99 PENALTY.

Whoever violates any section of this chapter is guilty of a misdemeanor of the first degree. Each day that any person continues to violate this chapter shall constitute a separate and complete offense.

~~(Ord. 20-16. Passed 9-26-16.)~~