

LANCASTER CITY COUNCIL
LANCASTER, OHIO

January 13, 2025

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
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 #130-24 A RESOLUTION TO AUTHORIZE THEN AND NOW CERTIFICATES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (2073), CHIP HOME PROGRAM FUND (2083) AND FOR THE HEALTHY HOMES GRANT (2026) YEAR END 2024 PROJECT EXPENDITURES
Economic Development Committee (Hoop/Crites) (3 Readings)

SECOND READING

None

FIRST READING

Temp Res #1-25 A RESOLUTION TO AUTHORIZE CITY DEPARTMENTS TO DISPOSE OF CITY PROPERTY NO LONGER NEEDED VIA AUCTION OR INTERNET AUCTION IN 2025 AND TO DECLARE AN EMERGENCY

Law Committee (Crites/Bizjak) (1 Reading)

Temp Res #2-25 A RESOLUTION IN SUPPORT OF THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO AND TO DECLARE AN EMERGENCY

Law Committee (Crites/Wolfinger) (1 Reading)

Temp Res #3-25 A RESOLUTION TO AUTHORIZE THE LANCASTER POLICE DEPARTMENT TO APPLY FOR THE 2025-2026 DRUG USE PREVENTION GRANT

Safety Committee (Bizjak/Sollie) (1 Reading)

- Temp Res #4-25** A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE WASTEWATER REPLACEMENT AND IMPROVEMENT FUND (6023), AND AUTHORIZE THE ISSUANCE OF THEN AND NOW CERTIFICATES FOR PAYMENT OF BILLS
Water/Water Pollution Committee (Wing/Tener) (3 Readings)
- Temp Res #5-25** A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF OTHER SOURCES WITH THE COUNTY AUDITOR IN THE WASTEWATER REPLACEMENT AND IMPROVEMENT FUND (6023)
Water/Water Pollution Committee (Wing/Ailes) (3 Readings)
- Temp Res #6-25** A RESOLUTION TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR, APPROPRIATE FROM THE UNENCUMBERED BALANCE, INCREASE RECEIPTS, AND COMPLETE A FUND TRANSFER IN THE WASTE WATER FUND (6004) AND IN THE WASTE WATER UTILITY RESERVE FUND (6029)
Water/Water Pollution Committee (Wing/Tener) (3 Readings)
- Temp Res #7-25** A RESOLUTION TO AMEND 2025 APPROPRIATION BUDGETS AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR
Finance Committee (Wolfinger/Sollie) (3 Readings)
- Temp Res #8-25** A RESOLUTION TO SET A 2025 REVENUE AND EXPENSE BUDGET IN THE STORMWATER UTILITY RESERVE FUND (6019), AMEND THE CERTIFICATES WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW CERTIFICATES FOR PAYMENT OF BILLS
Finance Committee (Wolfinger/Ailes) (1 Reading)
- Temp Res #9-25** A RESOLUTION TO SET A 2025 REVENUE AND EXPENSE BUDGET IN THE WATER CONSTRUCTION FUND (6026), WATER UTILITY RESERVE FUND (6027), WASTEWATER UTILITY RESERVE FUND (6029), AND WASTEWATER CONSTRUCTION FUND (6030), AMEND THE CERTIFICATES WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW CERTIFICATES FOR PAYMENTS OF BILLS
Finance Committee (Wolfinger/Sollie) (1 Readings)
- Temp Res #10-25** A RESOLUTION STATING THE SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF BLUE LABEL PACKAGING CO. FOR THE EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBERS 0270063600, 0270060800, 0270061100, CONSISTING OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
Finance Committee (Wolfinger/Ailes) (1 Readings)

READING OF ORDINANCES

THIRD READING

None

SECOND READING

Temp Ord #56-24 AN ORDINANCE AUTHORIZING THE MAYOR TO ACQUIRE A PERMANENT ACCESS EASEMENT NECESSARY TO PERFORM MAINTENANCE ACTIVITIES ON STORMWATER INFRASTRUCTURE
Water/WPC Committee (Wing/Tener) (3 Readings)

Temp Ord #57*-24 AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF 22.080 +/- ACRES IN GREENFIELD TOWNSHIP, AND TO DECLARE AN EMERGENCY
Economic Development Committee (Hoop/Wing) (3 Readings)

FIRST READINGS

Temp Ord #1-25 AN ORDINANCE TO ACCEPT THE FINAL PLAT FOR THE FAIRFIELD PARK DEVELOPMENT
Code Enforcement & Zoning Committee (Sollie/Hoop) (3 Readings)

Temp Ord #2-25 AN ORDINANCE TO AMEND PERMANENT ORDINANCE 54-24 AND TO DECLARE AN EMERGENCY
Finance Committee (Wolfinger/Ailes) (1 Readings)

Temp Ord #3-25 AN ORDINANCE TO REPEAL LANCASTER CODIFIED ORDINANCE PART SEVEN – BUSINESS REGULATION CODE, CHAPTERS 711, 715, 721, 731, 785, AND 791 OF THE CODIFIED ORDINANCES OF THE CITY OF LANCASTER
Law Committee (Crites/Bizjak) (3 Reading)

Temp Ord #4-25 AN ORDINANCE TO AMEND PERMANENT ORDINANCE 54-24 TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A LEASE CONTRACT WITH THE FAIRFIELD COUNTY COMMISSIONERS FOR THE SECOND FLOOR OF THE CITY ANNEX BUILDING, 123 E. CHESTNUT STREET, FOR JUVENILE COURT SERVICES
Administrative Services (Luchtenberg/Wolfinger) (3 Readings)

TABLED LEGISLATION

Temp Ord #52-24 AN ORDINANCE TO GRANT TO SOUTH CENTRAL POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE RIGHT TO ACQUIRE, CONSTRUCT, MAINTAIN AND OPERATE IN THE STREETS, THOROUGHFARES, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF LANCASTER, OHIO AND ITS SUCCESSORS, LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY TO THE CITY OF LANCASTER, AND THE INHABITANTS THEREOF FOR LIGHT, HEAT, POWER, AND OTHER PURPOSES, AND FOR THE TRANSMISSION OF THE SAME WITHIN, THROUGH,OR ACROSS SAID CITY OF LANCASTER AND TO DECLARE AN EMERGENCY
Law Committee (Crites/Wolfinger) (2 Readings)

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENT OF SCHEDULED MEETINGS

REGULARLY SCHEDULED CITY COUNCIL MEETINGS

1. January 27th, 2025 at 6:30 p.m. – Council Chambers
2. February 10th 2025 at 6:30 p.m. – Council Chambers

SPECIAL SCHEDULED MEETINGS

None

REGULARLY SCHEDULED COMMITTEE MEETINGS

1. Administrative Service Committee - January 15th at 8:00 a.m. - City Hall 1897 Conference Room
2. Finance Committee – January 27th at 6:00 pm – Council Chambers
3. Safety Committee – February 7th at 8:00 a.m. - City Hall 1897 Conference Room

READING OF BILLS

None

EXECUTIVE SESSION (if needed)

ADJOURNMENT

TEMPORARY RESOLUTION NO. 1-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE CITY DEPARTMENTS TO DISPOSE OF CITY PROPERTY NO LONGER NEEDED VIA AUCTION OR INTERNET AUCTION IN 2025 AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code 721.15 the City is authorized to dispose of property that is obsolete, unfit, or no longer needed by an annual auction or auctions if City Council adopts, each calendar year, a resolution expressing its intent to sell property by auction; and

WHEREAS, furthermore, Ohio Revised Code 721.15(D) authorizes sales by internet auction for all municipal personal property, vehicles, equipment, tools, and supplies that are obsolete, unfit, or no longer needed if City Council passes an annual resolution authorizing internet sales; now, therefore,

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

SECTION 1. **Auction:**

- a. That City Council hereby authorizes a 2025 auction or auctions, if necessary, of materials, supplies, vehicles, equipment, etc., which are deemed by departments, or the administration, as no longer needed by the City. The City Administration shall determine specifics of the auction and shall determine the distribution of funds from the auction as directed by the Service-Safety Director.

SECTION 2. **Internet Auction Sales:**

- a. That City Council authorizes the sale of any used personal property, vehicles, equipment, tools, and supplies by internet sales as approved by the authority's representative, the Service-Safety Director.
- b. Conditions of internet sales:
 1. Listing period: 15-45 days as determined by the Service-Safety Director; and
 2. Conducted by whom: Auction shall be conducted by City itself or through the assistance of third-party vendors as determined by City Administration; and
 3. Terms of Sale: Cashier's check, or other method determined by the Service-Safety Director and/or third-party vendor with approval of Service-Safety Director; and
 4. Delivery: Pickup or delivery as determined by the Service-Safety Director and/or third-party vendor with approval of Service-Safety Director.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution needs to be enacted for City departments to dispose of unneeded materials, supplies, vehicles, and equipment as expeditiously as possible; 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 Law Committee

TEMPORARY RESOLUTION NO. 2-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO AND TO DECLARE AN EMERGENCY

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

WHEREAS, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.; now, therefore,

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

SECTION 1. That Lancaster City Council finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City, how Lancaster manages and administers its public rights-of-way;

SECTION 2. That Lancaster City Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts.

SECTION 3. That Lancaster City Council has been advised by the Ohio Municipal League that future financial and/or other support from the City may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. Lancaster may take under consideration the specific amount or form of such financial and/or other support from the City at a subsequent meeting of Council.

SECTION 4. The immediate necessity for this action is declared an emergency for the preservation of public peace, health, and safety, and for the reasons set forth above, and this ordinance shall take effect immediately upon passage.

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

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Law Committee

TEMPORARY RESOLUTION NO. 3-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE LANCASTER POLICE DEPARTMENT TO APPLY FOR THE 2025-2026 DRUG USE PREVENTION GRANT

WHEREAS, the City of Lancaster Police Department would benefit from the award of the 2025-2026 Drug Use Prevention Grant; now, therefore,

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

SECTION 1. That the Lancaster Police Department is hereby authorized to apply for the 2025-2026 Drug Use Prevention Grant by authorizing Sgt. Charles L. Sims to act on behalf of the City of Lancaster in applying for this grant.

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 Safety Committee

President of Council

Mayor

TEMPORARY RESOLUTION NO. 4-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE WASTEWATER REPLACEMENT AND IMPROVEMENT FUND (6023), AND AUTHORIZE THE ISSUANCE OF THEN AND NOW CERTIFICATES FOR PAYMENT OF BILLS

WHEREAS, unspent balances carried over from 2024 within the Wastewater Replacement and Improvement Fund (6023) need to be appropriated; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Five Hundred Fifty-Four Thousand Seven Hundred Twenty-Five Dollars and Seventy-Seven Cents (\$554,725.77) in the Wastewater Replacement and Improvement Fund (6023).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the amount of Five Hundred Fifty-Four Thousand Seven Hundred Twenty-Five Dollars and Seventy-Seven Cents (\$554,725.77) into Wastewater Replacement and Improvement Fund (6023) into the following line items as follows:

| | | |
|-----------------|-------------------------|--------------------|
| 6023.0470.56004 | Sewer Rehab Project | \$400,241.44 |
| 6023.0480.56004 | Lawrence Street, Improv | \$150,000.00 |
| 6023.6750.56030 | Equipment | <u>\$ 4,484.33</u> |
| | | \$554,725.77 |

SECTION 3. That City Council shall issue Then and Now Certificates for purchase orders previously encumbered in the 6023 Fund Account.

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: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 5-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO INCREASE RECEIPTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF OTHER SOURCES WITH THE COUNTY AUDITOR IN THE WASTEWATER REPLACEMENT AND IMPROVEMENT FUND (6023)

WHEREAS, the City of Lancaster Water Pollution Control Department budgeted to do a fund-to-fund transfer of Two Hundred Forty Thousand Dollars (\$240,000.00) from the Wastewater Fund (6004) to the Wastewater Replacement and Improvement Fund (6023); now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00) in the Wastewater Replacement and Improvement Fund (6023).

SECTION 2. That The City of Lancaster Auditor shall increase receipts in revenue account 6023.0000.49090 (Deposits from Wastewater Revenue) in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00).

SECTION 3. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 6023.6750.56030 (Equipment/Vehicle- Wastewater Plant) in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00).

SECTION 4. That City Council shall issue a Then and Now Certificate for purchase orders previously encumbered in the Wastewater Replacement and Improvement Fund (6023) which did not get carried over into the new budget year.

SECTION 5. 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. 6-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR, APPROPRIATE FROM THE UNENCUMBERED BALANCE, INCREASE RECEIPTS, AND COMPLETE A FUND TRANSFER IN THE WASTE WATER FUND (6004) AND IN THE WASTE WATER UTILITY RESERVE FUND (6029)

WHEREAS, the City needs to keep a larger cash balance in the Waste Water Utility Reserve Fund per the covenant of the Waste Water Revenue Bond documentation and this resolution is allowing the transfer of cash from the Waste Water Revenue Fund into the Waste Water Utility Reserve Fund to make sure the City is compliant with the bond covenant; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the Waste Water Fund (6004) in expense account 6004.6750.59019 (Transfer) in the amount of Two Million Dollars (\$2,000,000.00).

SECTION 2. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the amount of Two Million Dollars (\$2,000,000.00) in the Waste Water Fund (6004).

SECTION 3. That the City of Lancaster Auditor shall complete a Fund-to-Fund transfer from expense account 6004.6750.59019 (Transfer) to revenue account 6029.0000.49073 (Transfer from Waste Water Revenue) in the amount of Two Million Dollars (\$2,000,000.00).

SECTION 4. That the City of Lancaster Auditor shall increase receipts in revenue account 6029.0000.49073 (Transfer from Waste Water Revenue) in the amount of Two Million Dollars (\$2,000,000.00).

SECTION 5. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in expense account 6029.6750.59025 (Transfer to Waste Water Revenue) in the amount of Two Million Dollars (\$2,000,000.00).

SECTION 6. That the City of Lancaster Auditor shall amend the Certificate of Other Sources and Appropriations with the County Auditor in the amount of Two Million Dollars (\$2,000,000.00) in the Waste Water Utility Reserve Fund (6029).

SECTION 7. 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. 7-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AMEND 2025 APPROPRIATION BUDGETS AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR

WHEREAS, Fund expense budgets cannot exceed the carryover cash balance plus the current year revenue estimate; and

WHEREAS, Fund 2028 and Fund 2052 expense budgets must be lowered so as not to exceed the carryover cash balance plus the current year revenue estimate due to paying out the cash late in 2024; and

WHEREAS, Fund 4013 expense budget must be increased to allow for the 2024 Cemetery Master Lease Purchase unspent loan principal to be paid towards the 2025 principal debt payment; and

WHEREAS, Fund 8060 expense budget must be increased to match the escrow funds on hand; this expense budget amount was rounded down but the entire cash balance is needed to be appropriated to payout the escrowed funds when needed; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the following funds:

| | | |
|-----------|-------------------------|----------------------|
| Fund 2028 | Police & Fire Pension | -\$ 40,614.42 |
| Fund 2052 | Local Fiscal Recovery | -\$446,618.50 |
| Fund 4013 | Bond Retirement | \$ 553.88 |
| Fund 8060 | Escrow | <u>\$ 0.15</u> |
| - | Section 1. Total | -\$486,678.89 |

SECTION 2. That the City of Lancaster Auditor shall amend appropriations in the following expense accounts:

Fund 2028 Police & Fire Pension

| | |
|--|----------------------|
| 2028.3250.51056 – Police/Fire Pension - Police | -\$ 20,307.21 |
| 2028.3500.51056 – Police/Fire Pension - Fire | <u>-\$ 20,307.21</u> |
| Total | -\$ 40,614.42 |

Fund 2052 Local Fiscal Recovery

| | |
|--|----------------------|
| 2052.2860.52034 – Transfer Administrative Cost | \$ 3,381.50 |
| 2052.2862.52034 – Affordable Housing | <u>-\$450,000.00</u> |
| Total | -\$446,618.50 |

Fund 4013 Bond Retirement

| | |
|---|------------------|
| 4013.1950.55000 – Note/principal Debt Service | \$ <u>553.88</u> |
| Total | \$ 553.88 |

Fund 8060 Escrow

| | |
|--|----------------|
| 8060.9620.56060 – Escrow Project Payment | \$ <u>0.15</u> |
| Total | \$ 0.15 |

Section 2 Total: -\$486,678.89

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: _____

Mayor

Offered by: _____

Second by: _____

Requested by Finance Committee

TEMPORARY RESOLUTION NO. 8-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO SET A 2025 REVENUE AND EXPENSE BUDGET IN THE STORMWATER UTILITY RESERVE FUND (6019), AMEND THE CERTIFICATES WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW CERTIFICATES FOR PAYMENT OF BILLS

WHEREAS, unspent balances within the Stormwater Utility Reserve Fund (6019) need to be reappropriated; and

WHEREAS, a 2025 revenue budget needs to be established; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources with the County Auditor in the Improvement Fund 6019 Stormwater Utility Reserve in the amount of One Million Two Hundred Eleven Thousand Five Hundred Forty-Five Dollars and Twenty Cents (\$1,211,545.20).

SECTION 2. That the City of Lancaster Auditor shall increase receipts in the Improvement Fund 6019 Stormwater Utility Reserve in the amount of One Million Two Hundred Eleven Thousand Five Hundred Forty-Five Dollars and Twenty Cents (\$1,211,545.20) as follows:

| | | |
|-----------------|----------------------------|-----------------------|
| 6019.0020.43001 | Street Throughfare Plan | \$ 50,000.00 |
| 6019.0030.43001 | Curbs | \$ 125,000.00 |
| 6019.0450.43001 | CSO Project Improvements | \$ 834,192.00 |
| 6019.0450.43029 | OPWC Drainage Improvements | \$ <u>202,353.20</u> |
| TOTAL | | \$1,211,545.20 |

SECTION 3. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the Improvement Fund 6019 Stormwater Utility Reserve in the amount of Three Million Seven Hundred Twenty-Nine Thousand Two Hundred Forty-Five Dollars and Eighty-Six Cents (\$3,729,245.86).

SECTION 4. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the following expense accounts in the Stormwater Utility Reserve Fund (6019):

| | | |
|-----------------|-------------------------|---------------|
| 6019.0010.56006 | Various Culverts | \$ 361,476.71 |
| 6019.0020.56006 | Equipment | \$ 535,250.00 |
| 6019.0030.56006 | Curbs | \$ 601,336.49 |
| 6019.0040.56006 | Storm Sewers | \$ 856,132.10 |
| 6019.0050.56006 | Stream Projects | \$ 62,141.05 |
| 6019.0060.56006 | Union Mulberry | \$ 0.00 |
| 6019.0100.56006 | Lake Allen Maple | \$ 0.00 |
| 6019.0120.56006 | Miller Park Storm Sewer | \$ 10,000.00 |
| 6019.0210.56006 | Rock Mill Corp Park | \$ 0.00 |
| 6019.0300.56006 | Reese Hubert Stormwater | \$ 0.00 |

| | | |
|-----------------|---------------------------|---------------|
| 6019.0450.56006 | Combined Sewer Separation | \$ 998,480.31 |
| 6019.0450.56021 | Cherokee Drive OWDA | \$ 0.00 |
| 6019.0450.56022 | Combined Sewer OPWC | \$ 202,353.20 |
| 6019.0630.56006 | Deeds Wetland | \$ 102,076.00 |
| 6019.2400.56006 | FEMA Grant Reimbursement | \$ 0.00 |
| 6019.6400.56006 | Retirement Reserve | \$ 0.00 |
| 6019.9700.56006 | Ety Road Improvements | \$ 0.00 |

TOTAL \$3,729,245.86

SECTION 5. That City Council shall issue Then and Now Certificates for purchase orders previously encumbered in the 6019 Fund Accounts for 2024 and now re-appropriated in the 6019 Fund.

SECTION 6. 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 Finance Committee

TEMPORARY RESOLUTION NO. 9-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO SET A 2025 REVENUE AND EXPENSE BUDGET IN THE WATER CONSTRUCTION FUND (6026), WATER UTILITY RESERVE FUND (6027), WASTEWATER UTILITY RESERVE FUND (6029), AND WASTEWATER CONSTRUCTION FUND (6030), AMEND THE CERTIFICATES WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW CERTIFICATES FOR PAYMENTS OF BILLS

WHEREAS, unspent balances within the Water Construction Fund (6026), Water Utility Reserve Fund (6027), Wastewater Utility Reserve Fund (6029) and Wastewater Construction Fund (6030) need to be reappropriated; and

WHEREAS, a 2025 revenue budget needs to be established; now, therefore,

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

SECTION 1. That the City of Lancaster Auditor shall amend the Certificate of Other Sources with the County Auditor in the following Improvement Funds:

| | | |
|--------------|---------------------------------|------------------------|
| 6027 | Water Utility Reserve Fund | \$35,663,448.90 |
| 6029 | Wastewater Utility Reserve Fund | <u>\$21,158,174.77</u> |
| TOTAL | | \$56,821,623.67 |

SECTION 2. That the City of Lancaster Auditor shall increase receipts in the following revenue accounts in the Water Utility Reserve Fund (6027) and Wastewater Utility Reserve Fund (6029):

| | | |
|-----------------|----------------------------------|------------------------|
| 6027.0000.43024 | OWDA Reimb-Water Utility Reserve | \$32,363,448.90 |
| 6027.0000.49075 | Deposits from Water Revenue Fund | <u>\$ 3,300,000.00</u> |
| TOTAL | | \$35,663,448.90 |
| 6029.0000.49073 | Transfer from Wastewater Fund | \$ 5,435,849.19 |
| 6029.0940.43024 | OWDA Reimb-Upper Hocking | <u>\$15,722,325.58</u> |
| TOTAL | | \$21,158,174.77 |

SECTION 3. That the City of Lancaster Auditor shall amend the Certificate of Appropriations with the County Auditor in the following Improvement Funds:

| | | |
|--------------|---------------------------------|------------------------|
| 6026 | Water Construction Fund | \$ 1,986.40 |
| 6027 | Water Utility Reserve Fund | \$39,751,415.92 |
| 6029 | Wastewater Utility Reserve Fund | \$26,903,216.74 |
| 6030 | Wastewater Construction Fund | \$ 23,441.24 |
| TOTAL | | \$66,680,060.30 |

SECTION 4. That the City Auditor shall appropriate from the unencumbered balance in the following expense accounts in the Water Construction Fund (6026), Water Utility Reserve Fund (6027), Wastewater Utility Reserve Fund (6029), and Wastewater Construction Fund (6030):

Water Construction Fund

| | | |
|-----------------|---|-------------|
| 6026.0050.56090 | Rock Mill Corporate Park Phase II Part II | \$ 0.00 |
| 6026.0090.56090 | Northwest Water Improvements | \$ 0.00 |
| 6026.0360.56003 | Miller Park/Waterworks Hill Improvements | \$ 0.00 |
| 6026.0370.56003 | US 22/SR 37 Waterline | \$ 0.00 |
| 6026.0640.56090 | Rock Mill Corporate Park Phase II Part I | \$ 0.00 |
| 6026.0720.56003 | South Water Plant | \$ 0.00 |
| 6026.0740.56003 | Tank Renovations | \$ 746.25 |
| 6026.0920.56090 | Wellhead Protection | \$ 0.00 |
| 6026.6750.59019 | Interest/Transfer | \$ 1,240.15 |

TOTAL \$ 1,986.40

Water Utility Reserve Fund

| | | |
|-----------------|---|-----------------|
| 6027.0070.56023 | Rock Mill Corporate Park American Recovery Plan | \$ 0.00 |
| 6027.0070.56090 | Rock Mill Corporate Park | \$ 24,220.00 |
| 6027.0360.55007 | OWDA Direct Payments | \$32,363,448.90 |
| 6027.0360.56003 | Miller Park/Waterworks Hill | \$ 1,310,843.83 |
| 6027.0360.56023 | Miller Park American Recovery Plan | \$ 0.00 |
| 6027.0370.56023 | Transmission Lines American Recovery Plan | \$ 781,812.19 |
| 6027.0720.56003 | South Water Plant | \$ 2,575,889.65 |
| 6027.0720.56023 | South Water Plant American Recovery Plan | \$ 1,842,811.96 |
| 6027.6500.55000 | Note Principal | \$ 475,000.00 |
| 6027.6500.55001 | Note Interest | \$ 22,562.50 |
| 6027.6500.55005 | Bond Service | \$ 1,753.07 |
| 6027.6500.55006 | Bond Reserve | \$ 0.00 |
| 6027.6500.55007 | OWDA | \$ 8,857.34 |
| 6027.6500.59019 | Interest/Transfer | \$ 344,216.48 |
| 6027.6500.59024 | Transfer to Revenue | \$ 0.00 |
| 6027.6500.59026 | Transfer to Repair & Replacement | \$ 0.00 |
| 6027.6500.59099 | Contingency | \$ 0.00 |

TOTAL \$39,751,415.92

Wastewater Utility Reserve Fund

| | | |
|-----------------|--------------------------------|-----------------|
| 6029.0010.56004 | Pump Stations | \$ 100,174.96 |
| 6029.0060.56004 | Miller Park Sewers | \$ 8,168.58 |
| 6029.0100.56004 | Lake Allen Improvement Project | \$ 0.00 |
| 6029.0450.56004 | CSO Projects | \$ 1,277,671.07 |

| | | | |
|-----------------|----------------------------|----|---------------|
| 6029.0910.56004 | South Broad Street | \$ | 0.00 |
| 6029.0920.56004 | Lawrence St WPCF | \$ | 1,324,140.81 |
| 6029.0930.56004 | Commerce St Sanitary Sewer | \$ | 0.00 |
| 6029.0940.56004 | Upper Hocking WWTP | \$ | 519,439.60 |
| 6029.0940.56021 | OWDA Reimbursement | \$ | 15,722,325.58 |
| 6029.6750.52095 | Transfer to Revenue Fund | \$ | 0.00 |
| 6029.6750.55000 | Note Principal | \$ | 0.00 |
| 6029.6750.55001 | Note Interest | \$ | 0.00 |
| 6029.6750.55005 | Bond Service | \$ | 725.21 |
| 6029.6750.55006 | Bond Reserve | \$ | 0.00 |
| 6029.6750.55007 | OWDA | \$ | 5,435,849.19 |
| 6029.6750.59019 | Interest/Transfer | \$ | 825,843.21 |
| 6029.6750.59025 | Transfer to Revenue Fund | \$ | 1,688,878.53 |

TOTAL **\$26,903,216.74**

Wastewater Construction Fund

| | | | |
|-----------------|---|----|-----------|
| 6030.0050.56090 | Rock Mill Corporate Park Phase II Part II | \$ | 0.00 |
| 6030.0100.56004 | Lake Allen Maple Sewer | \$ | 0.00 |
| 6030.0450.56004 | CSO Projects | \$ | 0.00 |
| 6030.0640.56090 | Rock Mill Corporate Park Phase II Part I | \$ | 0.00 |
| 6030.0910.56004 | South Broad Street Sewer | \$ | 0.00 |
| 6030.0930.56004 | Commerce St Sanitary Sewer | \$ | 0.00 |
| 6030.0940.56000 | Upper Hocking WWTP | \$ | 11,882.86 |
| 6030.6750.59019 | Interest/Transfer | \$ | 11,558.38 |

TOTAL **\$ 23,441.24**

SECTION 5. That City Council shall issue Then and Now Certificates for purchase orders previously encumbered in the 6026, 6027, 6029, and 6030 Fund Accounts for 2024 and now re-appropriated in the aforementioned Funds.

SECTION 6. 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 Finance Committee

TEMPORARY RESOLUTION NO. 10-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION STATING THE SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF BLUE LABEL PACKAGING CO. FOR THE EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBERS 0270063600, 0270060800, 0270061100, CONSISTING OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, Blue Label Packaging Co. ("Petitioner"), by and through legal counsel at Underhill & Hodge LLC, has filed a Petition for Expedited Type 2 Annexation for parcel numbers 0270063600, 0270060800, 0270061100, including 5.08 +/- acres currently in Pleasant Township, with the Fairfield County Board of County Commissioners ("BCC") and served the City with said Petition on December 31, 2024; and

WHEREAS, pursuant to the Ohio Revised Code, the City has twenty (20) days after the Petition is filed with the BCC to adopt a statement of services indicating what utilities and other services will be provided to the territory to be annexed; and

WHEREAS, Petitioners, by and through their agents, and the City have negotiated a Pre-Annexation Agreement that sets forth the terms and conditions necessary for the City to provide services to the newly annexed territory; now, therefore,

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

SECTION 1. That the City hereby intends to provide the following services to the Petitioners' property in Pleasant Township as described in attached Exhibit A for the 5.08 +/- acres, for which a Petition for an Expedited Type 2 Annexation is pending before the BCC upon annexation: Water, Sanitary Sewer, Gas, Stormwater, Sanitation, Police, and Fire/EMS; conditioned, however, upon the annexation being successfully completed and all specific terms and conditions of the Pre-Annexation Agreement being satisfied.

SECTION 2. That if any road maintenance issues are created by or caused by said proposed annexation, the City Engineer and Department of Transportation shall address those as agreed upon with the County Engineer.

SECTION 3. That the Petitioners shall ensure that future development within the area proposed for annexation will not result in the main City utility line capacities being exceeded.

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 this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code for an Expedited Type 2 Annexation; 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 Economic Development Committee



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

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

EXECUTION PAGE TO FOLLOW

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

OWNER:
Blue Label Packaging Co.

By: _____

Its: _____

CITY:
City of Lancaster, Ohio

By: _____
Mayor Don McDaniel

Approved as to form only:

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

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

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

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

Notary Public
My Commission Expires:

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

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

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

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description and Plat Map of Property



**DESCRIPTION OF 5.08 ACRES
FOR ANNEXATION FROM THE TOWNSHIP OF PLEASANT
INTO THE CITY OF LANCASTER**

02/01/2024

Page 1 of 2

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

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

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

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

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

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

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

North 70 degrees 15 minutes 27 seconds West, 147.55 feet to a point;

North 40 degrees 59 minutes 45 seconds East, 49.24 feet to a point;

North 62 degrees 03 minutes 49 seconds East, 395.65 feet to a point;

North 00 degrees 25 minutes 23 seconds East, 16.79 feet to a point;

North 64 degrees 30 minutes 54 seconds East, 412.06 feet to a point, being on the east line of said Blue Label Packaging Company (Auditor's Parcel No. 0270061100) property and the west line of said Blue Label Packaging Company (Auditor's Parcel No. 0535011982) property, also being a corner for said existing corporation line;

DESCRIPTION OF 5.08 ACRES
FOR ANNEXATION FROM THE TOWNSHIP OF PLEASANT
INTO THE CITY OF LANCASTER

02/01/2024

Page 2 of 2

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

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



John C. Dodgion, P.S. 8069



TEMPORARY ORDINANCE NO. 1-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT THE FINAL PLAT FOR THE FAIRFIELD PARK DEVELOPMENT

WHEREAS, the developer of the Fairfield Park Development has submitted a plat to the Lancaster Planning Commission for consideration as a final plat; and

WHEREAS, upon review at its December 12, 2024 meeting, the Planning Commission unanimously approved the proposed final plat, contingent upon approval of the City Council and recording of the access easement with the Fairfield County Recorder's Office; now, therefore,

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

SECTION 1. That the Final Plat for the Fairfield Park Development, attached hereto as Exhibit A, is hereby approved and accepted by the City.

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

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

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Code Enforcement & Zoning Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

RECORD OF PROCEEDINGS

Minutes of

CITY PLANNING COMMISSION

Meeting

Held

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

Minutes of

CITY PLANNING COMMISSION

Meeting

Held

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

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

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

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

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

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

Ms. Carter advised that the staff recommendations include:

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

Minutes of

CITY PLANNING COMMISSION

Meeting

Held _____

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

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

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

Minutes of

CITY PLANNING COMMISSION

Meeting

Held _____

Proposed Powers Run Street Name

Willow Avenue

Hilltop Avenue

Sherman Place

Ivy Street

Existing City Street Name

Willow Street

Hilltop Drive

Sherman Avenue

Ivy Place

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

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

The City of Lancaster Street design manual requires street grades to be no steeper than 3% within 90 feet of an intersection. This can be addressed during the detailed design phase.

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

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

Mr. Curt Shonk stated that Fire Department Approved.

Planning Commission Action:

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

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

Minutes of

CITY PLANNING COMMISSION

Meeting

Held

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

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

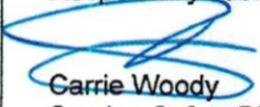
Planning Commission Action: The Planning Commission may approve the Open Space Fee as submitted, move to approve the Open Space Fee with modifications, or deny the Open Space Fee request.

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

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

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

Respectfully submitted,


Carrie Woody
Service-Safety Director

TEMPORARY ORDINANCE NO. 2-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AMEND PERMANENT ORDINANCE 54-24 AND TO
DECLARE AN EMERGENCY

WHEREAS, Permanent Ordinance 54-24 established the benefits, titles, and compensation for those employees who are not members of the recognized bargaining units employed by the City of Lancaster, Ohio for the year 2025; and

WHEREAS, recent changes to staffing in the Municipal Court Clerk's Office necessitate changes to employee positions and pay ranges; now, therefore,

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

SECTION 1. That Permanent Ordinance 54-24 is hereby amended, pursuant to Exhibit A, effective as of January 6, 2025.

SECTION 2. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is necessary to accurately reflect the appropriate pay range for the position; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Finance Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



| | | | |
|--|--|--------------|--------------|
| Law Director | Clerical Assistant | B | 1 |
| | Paralegal | H | 3 |
| | Office Manager | I | 1 |
| Mayor | Executive Assistant | L | 1 |
| Municipal Court-Clerk | Deputy Clerk, I | A | 3 |
| | Deputy Clerk, II | C | 56 |
| | Deputy Clerk, II | E | 1 |
| | 1 st Deputy/ Civil Traffic | E | 1 |
| | 1 st Deputy/Criminal | F | 1 |
| | 1 st Deputy/ Traffic Civil | F | 1 |
| | Administrative Assistant | L | 1 |
| | Chief Deputy Clerk | N | 1 |
| Police | Administrative Assistant III | I | 1 |
| Sanitation | Administrative Assistant II | G | 2 |
| Service-Safety | Office Manager | J | 1 |
| Storm Water Utility (through 1/31/25) | Administrative Assistant II | G | 1 |
| | Storm Water Inspector | I | 1 |
| | Storm Water Specialist III | J | 1 |
| | Storm Water Engineer I | O | 1 |
| Transportation | Administrative Assistant II | G | 1 |
| Treasurer | Finance Specialist | J | 1 |
| Utilities | Customer Service Manager | H | 1 |
| Water | Administrative Assistant II | G | 1 |
| WPC | Administrative Assistant II | G | 1 |

SECTION 2. PAY SCALE.

The Pay Scale for employees referenced in Section 1 of this Ordinance above, is set forth in the attached Exhibit A. The Pay Scale is effective Payroll 1, 2025.

SECTION 3. RETIREMENT PICK-UP.

Employees under this Ordinance do not receive retirement pension pick up.

SECTION 4. LONGEVITY PAY.

Employees covered by this ordinance, who were hired on or after January 1, 2006, are not eligible to receive this benefit.

Full-time employees covered by this Ordinance, who were hired on or before December 31, 2005, shall, after five years of continuous service with the City, receive a \$3.25 bi-weekly payment for each year of service. An employee shall be paid longevity pay commencing January 1st of the year in which the anniversary of employment occurs.

TEMPORARY ORDINANCE NO. 3-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO REPEAL LANCASTER CODIFIED ORDINANCE PART SEVEN – BUSINESS REGULATION CODE, CHAPTERS 711, 715, 721, 731, 785, AND 791 OF THE CODIFIED ORDINANCES OF THE CITY OF LANCASTER

WHEREAS, the City of Lancaster previously enacted business regulation codes for the protection of its citizens, specifically Part Seven – Chapter 711 – Auctions, Chapter 715 – Arcades, Chapter 721 – Liquidation Sales, Chapter – 731 Mechanical Amusement Devices, Chapter 785 – Itinerant Merchants, and Chapter 791 – Vehicle Racing; and

WHEREAS, the above referenced codes are no longer relevant or necessary due to the passage of time and/or termination of certain types of businesses in the City limits; 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 711 – Auctions, Chapter 715 – Arcades, Chapter 721 – Liquidation Sales, Chapter – 731 Mechanical Amusement Devices, Chapter 785 – Itinerant Merchants, and Chapter 791 – Vehicle Racing of the Codified Ordinances of the City of Lancaster, are hereby repealed in their entirety.

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

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

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Law Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

TEMPORARY ORDINANCE NO. 4-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AMEND PERMANENT ORDINANCE 56-24 TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A LEASE CONTRACT WITH THE FAIRFIELD COUNTY COMMISSIONERS FOR THE SECOND FLOOR OF THE CITY ANNEX BUILDING, 123 E. CHESTNUT STREET, FOR JUVENILE COURT SERVICES

WHEREAS, Fairfield County Juvenile Court Services currently leases the Second Floor of the City Annex Building located at 123 E. Chestnut Street, but said lease is set to expire on December 31, 2024; and

WHEREAS, Fairfield County, by and through the Board of Commissioners, desires to continue leasing said property, and the Service Safety Director has offered to continue leasing it to the County for a term of ~~three (3)~~ one (1) years ~~with the first year~~ at a rate of Fifty-Eight Thousand Eighty-Three Dollars and Eighty-Four Cents (\$58,033.84) per year, which equates to approximately Ten Dollars and One Cent (\$10.09)/sq. ft., ~~with the second and third year of the lease being increased holdover~~ escalating the monthly rent by three percent (3%) annually; and

WHEREAS, leasing to the Fairfield County Commissioners for Juvenile Court Services, a governmental entity, allows the City to maintain real estate tax-exemption for the property; and

WHEREAS, there is no longer any debt service on the building so this will make the property income producing for the City which was the intent of City Council; now, therefore,

BE IT ORDAINED 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 lease contract with the Fairfield County Board of Commissioners for the Second Floor of the City Annex Building located at 123 East Chestnut Street, for use by Juvenile Court Services, according to the terms and conditions set forth in the attached proposed lease agreement marked as Exhibit "A".

SECTION 2. That the renewal lease term shall be for a period of ~~one (1)~~ ~~three (3)~~ years with all proceeds of the lease going into (3020.0000.44002) Rent.

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: _____

Mayor

Offered by: _____

Second by: _____

Requested by Administrative Services Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



LEASE AGREEMENT

This LEASE AGREEMENT (“Lease” or “Agreement”) is made and entered into on this ____ day of January 2025 by and between the City of Lancaster, an Ohio municipal corporation (“City” or “Lessor”) and the Board of County Commissioners for Fairfield County, Ohio (“Commissioners” or “Lessee”), pursuant to the terms and conditions set forth below.

ARTICLE I

1.01 Description

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property (“Leased Premises”) situated in the City of Lancaster, County of Fairfield, State of Ohio, and being more particularly described as follows:

The Second Floor (top floor) of the City Annex Building and the parking lot immediately adjacent to the rear entry of the Second Floor, having a mailing address of 123 East Chestnut Street, Lancaster, Ohio 43130, together with reasonable rights of ingress and egress over properties owned by Lessor.

1.02 Lease Term & Termination

The term of this Lease shall be for a period of ONE (1) YEAR commencing on the 1st day of January 2025 and terminating on the 31st day of December 2025 (the “Annual Lease Term”) unless Lessee elects to convert the Annual Lease Term to a month-to-month tenancy (“Monthly Lease Term”) after the Annual Lease Term (collectively “Lease Term”). If the Lessee holds over beyond the 31st day of December 2027, Lessor shall have the right to terminate tenancy with thirty (30) days’ written notice or pursuant to Ohio law.

ARTICLE II

2.01 Rent for Annual Lease Term

For the Annual Lease Term, Lessee shall pay Lessor as rent for the Leased Premises the annual sum of FIFTY-EIGHT THOUSAND THIRTY-THREE DOLLARS AND EIGHTY-FOUR CENTS (\$58,033.84), payable in eleven monthly installments of FOUR THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND FIFTEEN CENTS (\$4,836.15) and one monthly installment of FOUR THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND NINETEEN CENTS (\$4,836.19).

2.02 Rent for Monthly Lease Term

For any portion of the Monthly Lease Term in 2026, Lessee shall pay Lessor as rent for the Leased Premises the annual sum of FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND EIGHTY-SIX CENTS (\$59,774.86), payable in eleven monthly installments of FOUR THOUSAND NINE HUNDRED EIGHTY- ONE DOLLARS AND TWENTY-THREE CENTS (\$4,981.23) and one monthly installment of FOUR THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$4,981.33).

For any portion of the Monthly Lease Term in 2027, Lessee shall pay Lessor as rent for the Leased Premises the annual sum of SIXTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS AND ELEVEN CENTS (\$61,568.11), payable in eleven monthly installments of FIVE THOUSAND ONE HUNDRED THIRTY DOLLARS AND SIXTY-SEVEN CENTS (\$5,130.67) and one monthly installment of FIVE THOUSAND ONE HUNDRED THIRTY DOLLARS AND SEVENTY-FOUR CENTS (\$5,130.74).

Lessee shall notify Lessor in writing within SIXTY (60) days prior to December 15th of 2025 of Lessee’s intent to discontinue this Lease or convert to a Monthly Lease Term. Only THIRTY (30) days’ notice of termination shall be required for any Monthly Lease Term.

All rent payments shall be due on or before the 5th day of every month, except the month of January when rent shall be due on or before the 31st of the month, and made payable to the “CITY OF LANCASTER” at the following address (unless otherwise designated by the Lessor in writing):

City of Lancaster
Service-Safety Director’s Office
104 East Main Street
Lancaster, Ohio 43130

Lessee shall deliver to Lessor the first monthly rent payment at the time this Lease is executed.

ARTICLE III

3.01 Use of Premises

The Leased Premises shall be used by the Fairfield County Juvenile and Probate Court for the exclusive purpose of providing court services during the Lease Term. Lessee shall not use the Leased Premises for any other purpose without the prior written consent, in writing, of Lessor.

ARTICLE IV

4.01 Taxes and Assessments

Lessor shall pay and discharge any and all real estate taxes and assessments that are incurred or otherwise become due and payable during the Lease Term.

ARTICLE V

5.01 Lessor's Insurance Obligations

Lessor shall maintain insurance coverage during the period of the Lease Term as follows:

1. Fire and extended coverage insurance on the Leased Premises in an amount not less than one hundred percent (100%) of the value of the Leased Premises and other improvements to the Leased Premises existing as of the date this Lease is executed. This coverage will include any improvements made by Lessee to the Leased Premises and agreed to by Lessor during the term of the Lease.
2. Public liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the

aggregate.

5.02 Lessee's Insurance Obligation

Lessee shall, within thirty (30) days from the execution of this Lease, provide Lessor with evidence in the form of a Certificate of Insurance, and maintain during the entire Lease Term, insurance coverage as follows:

1. Public liability insurance in an amount not less than one million dollars (\$1,000,000.00) for injury to or death of any one person and not less than two million dollars (\$2,000,000.00) for injury to or the death of more than one person arising out of any one occurrence.
2. Personal property and/or renter's insurance in an amount not less than one hundred percent (100%) of the value of Lessee's personal property stored on the Leased Premises.

5.03 Subrogation Waiver

Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its own insurance for recovery. Lessor and Lessee grant to each other, on behalf of any insurer or self-insurance providing insurance to either of them with respect to the Leased Premises, a waiver of any right of subrogation that any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

5.04 Proof of Coverage

The original copies of any insurance policy required under this Lease may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies not later than January 31st of each calendar year.

5.05 Failure to Secure

If either party at any time during the Lease Term fails to secure or maintain the foregoing insurance, the other party shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums.

5.06 Fire and Casualty Damage

If the building or other improvements on the Leased Premises should be destroyed by fire or other casualty, Lessee shall give notice thereof to Lessor as soon as practicable. If the Leased Premises should be damaged by fire or other casualty that renders the Leased Premises uninhabitable, this Lease shall terminate immediately and rent shall be abated for the unexpired portion of the Lease Term, effective as of the date of said occurrence of the damage. Lessor has the sole discretion in choosing whether or not to rebuild, repair or restore the Leased Premises, and upon what terms, in the event of property damage by fire or another casualty.

ARTICLE VI

6.01 Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE VII

7.01 Lessor's Duties

Lessor agrees to perform as follows during the Lease Term:

1. Lessor agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessor shall provide Lessee with programmed key fobs for access to the Leased Premises.
3. Lessor shall maintain the two lobby door release buttons for Lessee in their current location in the Leased Premises.
4. Lessor shall provide water, sewer, storm water, gas, and electric utilities to the Leased Premises.
5. Lessor shall maintain insurance with respect to the Leased Premises as set forth in Section 5.01 above and any costs associated with such services.
6. Lessor shall provide general facility maintenance for the Leased Premises, including but not limited to replacement of ceiling lights as needed.
7. Lessor shall provide snow plowing services for the parking lot of the Leased Premises and snow removal on front sidewalk of building and entrance as needed.
8. Lessor shall provide salting and/or ice treatment for the front sidewalk leading up to the public access doorway to the Leased Premises as needed (but NOT treatment of the parking lot and/or adjoining rear entry to the Leased Premises).
9. Lessor shall provide for the removal of trash and other waste from the Leased Premises (but no other janitorial or cleaning services) and the stocking of bathroom supplies including toilet paper, paper towels, and liquid soap for the currently installed bathroom dispensers only.
10. Lessor shall loan Lessee the use of cubicle/wall partitions of the Law Director's Office.

7.02 Lessee's Duties

Lessee agrees to perform as follows during the Lease Term:

1. Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted, and further agrees to keep the Leased Premises clean and free from nuisance and waste.
2. Lessee shall be responsible for providing their own IT/telephone/communication services (*e.g.*, Internet, telephone, copier, and fax) to the Leased Premises and shall bear the costs associated with such services.
3. Lessee shall be responsible for providing an alarm system, at Lessee's option, for the Leased Premises and shall bear any costs associated with such services.
4. Lessee shall be responsible for providing insurance for the Leased Premises as set

- forth in Section 5.02 above and any costs associated with such services.
5. Lessee shall be responsible for the cost of any alterations and improvements to the Leased Premises subject to the terms and conditions of Section 18.10 below.
 6. Lessee shall be responsible for any salting and/or treatment for ice in the parking lot and adjoining rear entry to the Leased Premises.

ARTICLE VIII

8.01 Alterations, Improvements and Fixtures

Lessee shall be permitted to alter or improve the Leased Premises with the prior approval of Lessor as set forth in Section 18.10 below.

ARTICLE IX

9.01 Quiet Possession

Lessee shall have the right to peaceful and quiet enjoyment of the Leased Premises for the Lease Term, provided that Lessee pays rent and otherwise performs as required under this Lease.

ARTICLE X

10.01 Delivery of Possession

If Lessor is unable, for any reason whatsoever, to deliver possession of the Leased Premises on the commencement date of this Lease as set forth in Section 1.02 above, this Lease shall become null and void and of no effect. Lessor shall forthwith return to Lessee any payments or other consideration, if any, delivered by Lessee to Lessor and the parties hereto shall be under no further obligation or liability to each other arising from this Lease.

ARTICLE XII

12.01 Condemnation

If, during the Lease Term or any extension or renewal thereof, the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should the Leased Premises be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate and portions of lump sum awards as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE XIII

13.01 Default by Lessee

In the event Lessee is in arrears more than thirty (30) days, is otherwise in default for a period of more than thirty (30) days, or should any other person other than Lessee secure possession of the Leased Premises or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law, in any manner whatsoever, Lessor shall deliver upon Lessee Notice of Default as prescribed in Section 18.13 below. Lessee shall have ten (10) business days to correct said default following the delivery of written notice by Lessor. If Lessee fails to cure the Default,

Lessor may at its option, without notice to Lessee, terminate this Lease.

All rights and remedies of Lessor under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE XIV

14.01 Inspection by Lessor

Lessee shall permit Lessor or his agents, after having been provided with reasonable notice, to enter into and upon the Leased Premises for the purposes of inspecting the Leased Premises, for maintaining any City utility, easement, traffic control device, or IT/telephone/communication network, or for making needed repairs or otherwise performing as required under this Lease.

ARTICLE XV

15.01 Assignment by Lessee

Lessee shall not assign or transfer any right under this Lease without the prior written consent of Lessor, nor shall Lessee sublet the Leased Premises or any part or parts thereof or allow anyone to come in, through, or under it without the prior written consent of Lessor. Should Lessor agree to any assignment under this Lease, or to any sublet of the Leased Premises or part thereof, such act shall not operate to eliminate, sever, or exhaust any of Lessor's rights under this Lease.

15.02 Assignment by Lessor

Lessor shall have the right to assign any or all of its interest(s) or right(s) as set forth in this Lease, with prior written approval of Lessee. Should Lessee refuse to approve Lessor's assignment, then this Lease shall terminate effective SIXTY (60) days after said refusal and occupancy shall thereafter be on a month-to-month basis until Lessee vacates the Leased Premises.

ARTICLE XVI

16.01 Subordination

Lessee agrees that, at Lessor's option, this Lease may be subordinated to any mortgages or trust deeds that are now or may hereafter be placed upon the Leased Premises and to any and all advances to be made hereunder, and to the interest thereon, and all renewals, replacements and extensions necessary or appropriate to affect such subordination.

ARTICLE XVII

17.01 Lessee's Estoppel

Lessee shall, from time to time, upon not less than five (5) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this provision may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Leased Premises.

ARTICLE XVIII

18.01 Parties Bound

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

18.02 Governing Law

This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Fairfield County, Ohio.

18.03 Legal Construction

In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and the remainder of this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.04 Sole Agreement of the Parties

This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, written or oral, with respect to the subject matter addressed herein.

18.05 Amendment

No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

18.06 Rights and Remedies Cumulative

The rights and remedies as provided in this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

18.07 Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

18.08 Excuse

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

18.09 Time of Essence

Time is of the essence with regard to all aspects of this Lease.

18.10 Signs and Alterations

Lessee shall not erect or install any exterior or interior window or door sign, any advertising media or window or door lettering, or any placards without the prior consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable to Lessor, such as loudspeakers, phonograph or radio broadcasts in a manner to be heard outside the Leased Premises.

Lessee shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or painting, or build any fences, without the prior consent of Lessor.

Lessee shall make no alterations, additions or improvements to the Leased Premises without the prior consent of Lessor. Lessor rents the Leased Premises “as is” and any alterations or additions by Lessee are at the sole cost and expense of Lessee. All alterations, additions, improvements, and fixtures, other than trade fixtures, which are present or which may be installed in the future, by either party, upon the Leased Premises and which are attached to the floors, walls or ceilings, shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation, or injury.

18.11 Rules and Regulations

Lessor may, from time to time, adopt and impose rules and regulations respecting use and occupancy of any common areas of the Leased Premises, or any real estate of which the Leased Premises constitutes a part. Upon adoption by Lessor, said rules and regulations shall be deemed a part of this Lease and incorporated as if rewritten herein, and shall be binding upon Lessee and Lessee’s agents, servants, and employees, and all persons visiting the Leased Premises or claiming under Lessee.

Lessor may alter, rescind, or modify such rules and regulations, which shall take effect immediately after notice thereof in writing is served upon Lessee. Failure by Lessee to comply with any such rules and regulations shall be deemed a breach and default of this Lease.

18.12 Memorandum of Lease

Lessee agrees that Lessor, at Lessor’s option, may require Lessee to execute a Memorandum of Lease for recording with the Fairfield County Recorder in lieu of recording this Lease. If Lessor, at Lessor’s sole discretion, deems such action to be appropriate, Lessee shall execute said Memorandum of Lease within ten (10) days of being presented with the Memorandum of Lease for execution.

18.13 Notices

Any notice required or permitted to be given under this Lease shall be made in writing and shall be delivered by hand, telecopy or by certified U.S. Mail, return receipt requested, as follows:

TO LESSOR:
City of Lancaster
Service-Safety Director’s Office
104 E. Main Street
Lancaster, Ohio 43130

TO LESSEE:
Fairfield County Juvenile Court Judge
224 E. Main Street
Lancaster, Ohio 43130

AND

Fairfield County Commissioners
210 E. Main Street
Lancaster, Ohio 43130

18.14 Pronouns

Words of any gender herein shall include the other gender where appropriate.

18.15 Captions and Paragraph Headings

The captions of the several paragraphs of this Lease are not part of the context hereof, but are only guides or labels to assist in locating and reading the several provisions hereof.

18.16 Binding Effect

This Lease shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives, of any type whatsoever, and may not be modified unless done so in writing and signed by the parties hereto.

18.17 Other Agreements

This Lease shall not alter or affect any other existing lease agreements of Lessor with regard to the subject property.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Lease Agreement as of the day and year first above written.

FOR LESSOR:

FOR LESSEE:

Carrie Woody
Service-Safety Director
City of Lancaster

Fairfield County Board of Commissioners

Approved as to form:

Approved as to form:

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

Fairfield County Prosecutor's Office
Fairfield County, Ohio

STATE OF OHIO :
 : SS
COUNTY OF FAIRFIELD :

Before me, a Notary Public, in and for said State, personally appeared the above-named _____, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

NOTARY PUBLIC

STATE OF OHIO :
 : SS
COUNTY OF FAIRFIELD :

Before me, a Notary Public, in and for said State, personally appeared the above-named _____, who signed the foregoing Lease and acknowledged the signing thereof to be his own voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

NOTARY PUBLIC

TEMPORARY ORDINANCE NO. 57-24*

PERMANENT ORDINANCE NO. _____

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

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

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

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

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

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

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

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

- a. RM (Residential Multi-Family District)

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

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

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

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Economic Development Committee

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

Clerk of Council



PRE-ANNEXATION AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

4. **Services –**

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

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

C. **Natural Gas Services:** The City covenants and agrees that it has available capacity and public natural gas service lines in proximity to the Property up to 12K cubic feet (MCF)/hour. City agrees to provide natural gas service to the entire Property upon annexation. The alignment through the proposed development is undetermined at this time, but Developer and City shall work together, as the development progresses, to ensure proper looping and connectivity can be supplied to the Property. Upon review and approval by City of natural gas service, City agrees to determine and provide public natural gas line connection points for the Property. City shall be solely responsible for the cost and expense of the development, design, and construction of the public natural gas line system to provide natural gas service to the Property in compliance with Lancaster Codified Ordinance and City design standards. It is expressly understood that costs of connection and tap and capacity/user fees shall be borne by the Developer, at applicable standard rates/schedules of the City.

- D. Stormwater Services:** Storm water drainage facilities will be located entirely on the Property and will be privately owned and maintained. No direct connections to City, County or Township facilities are proposed.
 - E. Sanitation Services:** The City covenants and agrees that it will provide sanitation service to the Property upon Developer request. It is anticipated that dumpsters will be placed at various locations within each designated area. Developer shall comply with Lancaster Codified Ordinance and City standards regarding dumpster locations. It is expressly understood that costs associated with sanitation services shall be borne by the Developer, at applicable standard rates/schedules of the City.
 - F. Police Services:** The City covenants and agrees that it will provide Police services to the Property upon annexation. In order to provide necessary Police services in an existing high traffic density area, Developer shall construct sufficient entry points to facilitate emergency vehicle access and response.
 - G. Fire/EMS Services:** The City covenants and agrees that it will provide Fire/EMS services to the Property upon annexation. In order to provide necessary Fire/EMS services in an existing high traffic density area, Developer shall construct sufficient entry points to facilitate emergency vehicle access and response.
 - H. Election House Road:** The City agrees to enter into a road maintenance agreement with Fairfield County, Ohio for Election House Road as required by Ohio Revised Code 709.023.
5. **Zoning** - The Developer's intended use of the Property is that of multi-family residential development as shown on the Development Concept attached hereto as Exhibit B (the "Development Concept"). The Developer has determined to submit and seek zoning for Residential Multi-Family District (RM) designation of the Property consistent with such intended use.

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

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

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

To Developer:

Metro Development II LLC

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

With a copy to:

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

To the City:

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

9. Miscellaneous -

- A.** The Developer agrees to provide City with a minimum of Forty (40) feet of dedicated roadway/right of way from the centerline along existing N. Columbus Street upon successful annexation and establishment of zoning with the City.
- B.** The City agrees to process the contemplated establishment of zoning for the proposed development on a parallel time frame with the planned annexation, within the statutory time frame provided by Ohio law for such annexation. The parties specifically contemplate the passage of the Ordinance to establish zoning within the same session as the City's Council meeting to finally accept annexation of the Property.
- C.** This Agreement represents the entire agreement between the parties. If a dispute arises, the Courts of Fairfield County, Ohio shall have jurisdiction to resolve any dispute unless both parties expressly agree otherwise in writing.
- D.** No modifications, discussions or alterations from the terms included herein shall be considered effective unless as made in writing and signed by all parties.
- E.** This Agreement shall be binding upon the parties hereto and their respective transferee, heirs and/or assigns.

F. It is expressly understood that time is of the essence in doing and performing all things to be done under the terms of this Agreement.

10. Representations and Warranties - The parties make each of the following representations and warranties as of the effective date of this Agreement. These representations and warranties are given as partial consideration for and as a material inducement to the execution of this Agreement and each shall survive the execution, delivery and performance of this Agreement.

A. Developer's Warranty regarding Power and Authority. Developer warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of Ohio and has the capacity to enter into this Agreement. Each person executing this Agreement on Developer's behalf represents and warrants that he or she has full power and authority to do so and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons or entities.

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

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

(Signature Pages To Follow)

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

CITY OF LANCASTER, OHIO

APPROVED AS TO FORM FOR THE CITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FAIRFIELD)

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

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

Notary Public

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

DEVELOPER

METRO DEVELOPMENT II LLC

By: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

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

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

Notary Public



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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Carter advised that the staff recommendations include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City of Lancaster Street design manual requires street grades to be no steeper than 3% within 90 feet of an intersection. This can be addressed during the detailed design phase.

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

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

Mr. Curt Shonk stated that Fire Department Approved.

Planning Commission Action:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

Carrie Woody
Service-Safety Director