

LANCASTER CITY COUNCIL
LANCASTER, OHIO

January 27, 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
THE ANNEXATION OF 22.080 +/- ACRES IN GREENFIELD TOWNSHIP
READING OF RESOLUTIONS

THIRD READING

None

SECOND 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
<u>Water/Water Pollution Committee (Wing/Tener) (3 Readings)</u> |
| 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)
<u>Water/Water Pollution Committee (Wing/Ailes) (3 Readings)</u> |
| 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)
<u>Water/Water Pollution Committee (Wing/Tener) (3 Readings)</u> |
| Temp Res #7-25 | A RESOLUTION TO AMEND 2025 APPROPRIATION BUDGETS AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR
<u>Finance Committee (Wolfinger/Sollie) (3 Readings)</u> |

FIRST READING

- Temp Res #11-25** A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE POLICE & FIRE LEVY FUND (2047)
Safety Committee (Bizjak/Sollie) (3 Readings)
- Temp Res #12-25** A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PURCHASE ROCK SALT FOR THE 2025-2026 WINTER SEASON
Public Works Committee (Tener/Crites) (3 Readings)
- Temp Res #13-25** A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE PURCHASE OF CHEMICALS FOR USE BY THE DIVISION OF WATER
Water/WPC Committee (Wing/Ailes) (3 Readings)
- Temp Res #14-25** A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE PURCHASE OF PIPES AND FITTINGS FOR USE BY THE DIVISION OF WATER
Water/WPC Committee (Wing/Tener) (3 Readings)
- Temp Res #15-25** A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE SOLIDS HANDLING REPLACEMENT PROJECT
Water/WPC Committee (Wing/Ailes) (2 Readings)
- Temp Res #16-25** A RESOLUTION TO MOVE EXISTING BUDGET BETWEEN ACCOUNTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE STORM WATER SEWER FUND (6006)
Finance Committee (Wolfinger/Ailes) (3 Readings)

READING OF ORDINANCES**THIRD 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)

SECOND READING

- 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 #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)

FIRST READINGS

- Temp Ord #5-25** AN ORDINANCE TO ACCEPT A PETITION FOR THE ANNEXATION OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, TO CONSENT TO ANNEXATION, AND TO DECLARE AN EMERGENCY
Economic Development Committee (Hoop/Wing) (1 Reading)
- Temp Ord #6-25** AN ORDINANCE PURSUANT TO OHIO REVISED CODE 709.023(C) TO PROVIDE BUFFER FOR INCOMPATIBLE LAND USE SUBJECT TO PASSAGE OF THE ANNEXATION OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
Economic Development Committee (Hoop/Crites) (1 Reading)
- Temp Ord #7-25** AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A SCHOOL COMPENSATION AGREEMENT FOR INCOME TAX SHARING BETWEEN LANCASTER CITY SCHOOL DISTRICT AND THE CITY OF LANCASTER AND TO DECLARE AN EMERGENCY
Finance Committee (Wolfinger/Sollie) (3 Readings)
- Temp Ord #8-25** AN ORDINANCE TO AMEND PERMANENT ORDINANCE 51-24, THE MANAGEMENT PAY ORDINANCE, AND TO DECLARE AN EMERGENCY
Administrative Services Committee (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. February 10th 2025 at 6:30 p.m. – Council Chambers
2. February 24th 2025 at 6:30 p.m. – Council Chambers

SPECIAL SCHEDULED MEETINGS

None

REGULARLY SCHEDULED COMMITTEE MEETINGS

1. Economic Development Committee – January 30th at 7:30 a.m. – City Hall 1897 Conference Room
2. Safety Committee – February 7th at 8:00 a.m. - City Hall 1897 Conference Room
3. Finance Committee – February 10th at 6:00 pm – Council Chambers
4. Law Committee – February 14th at 7:30 a.m. – City Hall 1897 Conference Room

READING OF BILLS

Vista Print - \$25.78

MNCO - \$86.56

Spotlight Awards and Trophies LLC - \$36.00

EXECUTIVE SESSION (if needed)**ADJOURNMENT**

TEMPORARY RESOLUTION NO. 11-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE POLICE & FIRE LEVY FUND (2047)

WHEREAS, due to a recent unplanned retirement in the Lancaster Fire Department, there is a currently a deficit in the Police & Fire Levy Fund (2047) retirement payout account 2047.3500.51004; and

WHEREAS, the Lancaster Fire Department is requesting to transfer funds in order to bring the account balance back into the positive; 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 Sixty Thousand Dollars (\$60,000.00) in the Police & Fire Levy Fund (2047).

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in the amount of Sixty Thousand Dollars (\$60,000.00) in expense account 2047.3500.51004 (Retire - Fire).

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

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

Date Approved: _____

Clerk: _____

Offered by: _____

Second by: _____

Requested by Safety Committee

President of Council

Mayor

TEMPORARY RESOLUTION NO. 12-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PURCHASE ROCK SALT FOR THE 2025-2026 WINTER SEASON

WHEREAS, this is an annual piece of legislation brought in at the start of the year to ensure the City is prepared to purchase adequate sodium chloride or rock salt to treat the City streets for the coming year; and

WHEREAS, the agreement to participate in the Ohio Department of Transportation's ("ODOT") Cooperative Purchasing Program is due to the State of Ohio by May of each year to guarantee salt in time for the 2025-2026 winter season; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to enter into an agreement for the purchase of sodium chloride, commonly known as rock salt, for snow and ice control under ODOT's Cooperative Purchasing Program for the 2025-2026 winter season. The effective period is twelve (12) months from the date of award.

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

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

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Public Works Committee

TEMPORARY RESOLUTION NO. 13-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE PURCHASE OF CHEMICALS FOR USE BY THE DIVISION OF WATER

WHEREAS, this is an annual resolution brought in at the beginning of the year to ensure the City is prepared to purchase the chemicals necessary for water treatment for the year; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to advertise for bids and enter into contracts for the purchase of chemicals for use by the Division of Water.

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

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

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 14-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR THE PURCHASE OF PIPES AND FITTINGS FOR USE BY THE DIVISION OF WATER

WHEREAS, this is an annual resolution to purchase materials through competitive bidding to replace and repair pipelines and fittings in the water distribution system for the year; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to advertise for bids and enter into contracts for the purchase of pipes and fittings for use by the Division of Water.

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

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

Date Approved: _____

Clerk: _____

President of Council

Mayor

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 15-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE SOLIDS HANDLING REPLACEMENT PROJECT

WHEREAS, infrastructure improvements at the Solids Dewatering Facility are necessary to continue to allow the processing of biosolids for disposal, properly function and comply with all applicable State and Federal laws; and

WHEREAS, the City will pay for this project with a low interest loan acquired through the Ohio Environmental Protection Agency (OEPA) Water Pollution Control Loan Fund (WPCLF) Program; and

WHEREAS, the City anticipates the loan will be awarded in March 2025; and

WHEREAS, the City advertised for bids to construct the project on December 20, 2024, and January 3, 2025, and bids are scheduled to be publicly opened on January 31, 2025; now, therefore,

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

SECTION 1. That the Service-Safety Director is hereby authorized to enter into a contract for the construction of the Solids Handling Replacement Project in an amount not to exceed Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00).

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

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

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

TEMPORARY RESOLUTION NO. 16-25

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO MOVE EXISTING BUDGET BETWEEN ACCOUNTS, APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE STORM WATER SEWER FUND (6006)

WHEREAS, an employee in the Stormwater Department is retiring in 2025; and

WHEREAS, the 2025 budget needs to be adjusted to process the retirement payout of vacation and sick hours accrued along with banked comp time hours; 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 Storm Water Sewer Fund (6006) in the amount of Six Thousand Four Hundred Eighty-Four Dollars (\$6,484.00).

SECTION 2. That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the following expense accounts:

6006.6400.51003	Overtime – Storm Water	\$ 656.00
6006.6400.51004	Retirement – Storm Water	<u>\$5,828.00</u>
	Total:	\$6,484.00

SECTION 3. That the City of Lancaster Auditor shall complete a decrease and increase to move vacation retirement payout funds that were put in the salary account in error.

Decrease:	6006.6400.51002	Salaries – Storm Water
Increase:	6006.6400.51004	Retirement – Storm Water
Amount:	\$8,700.00	

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: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Finance Committee

TEMPORARY ORDINANCE NO. 5-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT A PETITION FOR THE ANNEXATION OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, TO CONSENT TO ANNEXATION, AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code ("ORC") Sections 709.021 and 709.023, on December 31, 2024, the City of Lancaster was served with Petitioner's Expedited Type II Petition for Annexation of 5.08 +/- acres from Pleasant Township to the City of Lancaster; and

WHEREAS, Petitioner and the City have negotiated a Pre-Annexation Agreement which authorizes the City to receive and approve zoning and other development plans, subject to final acceptance of the annexation; and

WHEREAS, the City wishes to accept the Petition for Annexation and consent to the annexation pursuant to ORC Section 709.023(D); now, therefore,

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

SECTION 1. That the City of Lancaster hereby accepts the Petition for Expedited Type II Annexation of 5.08 +/- acres herein described in Exhibit 1, and consents to the annexation thereof.

SECTION 2. That the City Law Director is hereby authorized to proceed with annexation proceedings on behalf of the City for the 5.08 +/- acres described in Exhibit 1, as an Expedited Type II annexation pursuant to ORC Sections 709.021 and 709.023.

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants and for the further reason that this ordinance is necessary to further economic development within the City; 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 _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



**EXPEDITED TYPE H PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE CITY OF LANCASTER
OF 5.08 ACRES
FROM THE TOWNSHIP OF PLEASANT**

DEC 23 2024

*TO THE BOARD OF COUNTY COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO:*

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of + 5.08 acres, more or less, located in the Township of Pleasant, Fairfield County, Ohio, which area is contiguous along 1,111.89 feet or 51.4% and adjacent to the City of Lancaster do hereby respectfully petition the Board of Fairfield County Commissioners that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is one (1).

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq. attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail eric@uhlfirm.com.

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

Petition signatures on following counterpart pages]

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIYES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:
BLUE LABEL PACKAGING COMPANY
3750 LANCASTER-NEW LEXINGTON RD NE
LANCASTER OH 43130
PID: 0270063600, 0270060800, 0270061100

Andrew M. Boyd
Name

Date: November 13, 2024

Title



DEC 23 2024

Handwritten signature in blue ink.

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, 0270063b00), 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. 0525000310), 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 3Z (Ord. #27-66), of said Fairfield County Recorder's Office, said corner also being the True Point of Beginning;

Thence, with the common fine 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 19y1, the following five (5) courses:

North 70 degrees 15 minutes 27 seconds West, 147.55 fget 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;

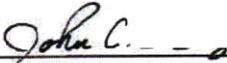
North 64 degrees 30 minutes 54 seconds East, 412.06 faet to a point, being on

the east line of said Blue Label Packaging Company (Auditor's Parcel No. 027D0611D0) 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



PMT OF TERRITORY TO BE ANNEXED FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER EXHIBIT "A"

LOCATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF PLEASANT, PART OF SECTION 3A, TOWNSHIP 15, RANGE 18, CONGRESS LANDS, AND BEING PART OF THOSE TRACTS LISTED BELOW FROM THE RECORDS OF FAIRFIELD COUNTY, OHIO.
OWNER: BLUE LABEL PACKAGING COMPANY
PARCEL NUMBERS: 027-00635.00, 027-00608.00, 027-00611.00

PROPERTY ADDRESS: 3611 CINCINNATI-ZANESVILLE RD. NE (5.08 ACRES)

IN WITNESS WHEREOF I HAVE HERETO SET HAND AND AFFIXED BY OFFICIAL SEAL THIS _____ DAY OF _____ 202____
BY: _____
MY COMMISSION EXPIRES _____

STATE OF OHIO, COUNTY OF FAIRFIELD
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED THE ABOVE NAMED WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HERETO SET HAND AND AFFIXED BY OFFICIAL SEAL THIS _____ DAY OF _____ 202____
BY: _____
MY COMMISSION EXPIRES _____

THE WITHIN MAP MARKED EXHIBIT "A" AND MADE A PART OF THE PETITION OF ANNEXATION FILED WITH THE BOARD OF COMMISSIONERS OF FAIRFIELD COUNTY, OHIO, ON _____ 202____ UNDER CHAPTER 709 OF THE OHIO REVISED CODE, IS SUBMITTED AS AN ACCURATE MAP OF THE TERRITORY IN SAID PETITION DESCRIBED THE REQUIREMENTS OF SAID CHAPTER 709 OF THE OHIO REVISED CODE.

AGENT FOR PETITIONERS
THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO, HAVING RECEIVED A PETITION BEARING THE SIGNED NAMES AND ADDRESS OF THE PARTIES INTERESTED IN THE ANNEXATION, TO THE CITY OF LANCASTER, OHIO, OF THE TERRITORY SHOWN HEREON AND HAVING GIVEN DUE CONSIDERATION TO THE PRAYER OF SAID PETITION, DO HEREBY GRANT THE SAME.

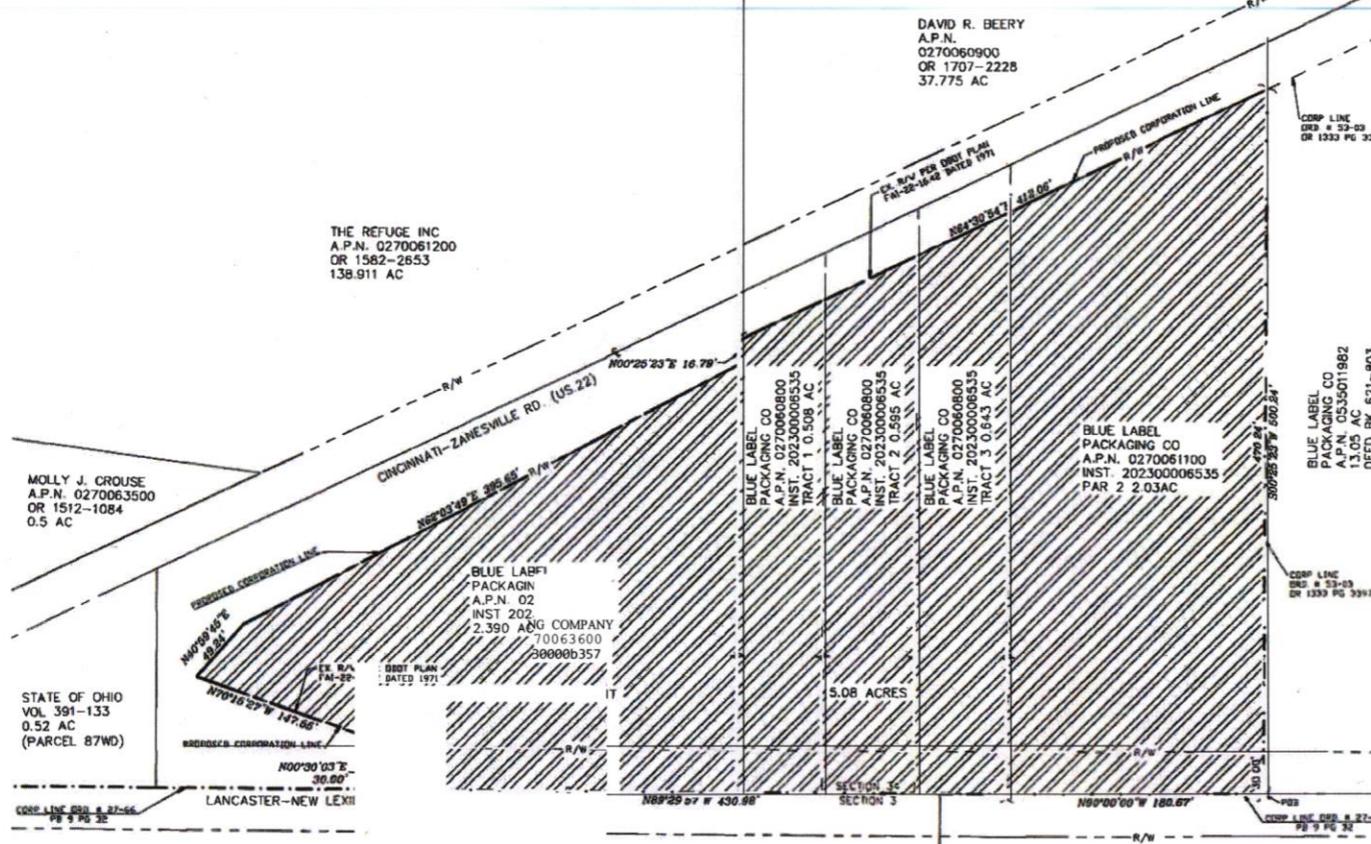
PETITION RECEIVED _____ 202____
PETITION GRANTED _____ 202____
APPROVED THIS _____ DAY OF _____ 202____

FAIRFIELD COUNTY COMMISSIONER _____ FAIRFIELD COUNTY COMMISSIONER _____
FAIRFIELD COUNTY COMMISSIONER _____

THE COUNCIL FOR THE CITY OF LANCASTER, OHIO, BY ORDINANCE NO. _____ PASSED THIS _____ DAY OF _____ 202____ AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ 202____ DID ACCEPT THE TERRITORY SHOWN HEREON FOR ANNEXATION TO THE CITY OF LANCASTER, OHIO, A MUNICIPAL CORPORATION.

MAYOR, CITY OF LANCASTER _____ ATTEST _____ CLERK, CITY OF LANCASTER _____

TRANSFERRED THIS _____ DAY OF _____ 202____ UPON THE DUPLICATES OF THIS OFFICE CONTAINING _____ ACRES.
TRANSFER FEE _____ FAIRFIELD COUNTY AUDITOR _____
RECEIVED FOR RECORD _____ 202____ AT _____ (AM PM) AND RECORDED _____ 202____
IN PLAT ORDINANCE, PETITION, ECT. IN INSTRUMENT NO. _____
PLAT FEE _____ FAIRFIELD COUNTY RECORDER _____
ORDINANCE, ETC. FEE _____ FAIRFIELD COUNTY RECORDER _____



MOLLY J. CROUSE
A.P.N. 0270063500
OR 1512-1084
0.5 AC

THE REFUGE INC
A.P.N. 0270061200
OR 1582-2653
138.911 AC

STATE OF OHIO
VOL. 391-133
0.52 AC
(PARCEL 87WD)

BLUE LABEL
PACKAGING
A.P.N. 02
INST. 202
2,390 ACNG COMPANY
70063600
30000b357

BLUE LABEL
PACKAGING CO
A.P.N. 0270060800
INST. 202300005335
TRACT 1 0.508 AC

BLUE LABEL
PACKAGING CO
A.P.N. 0270060800
INST. 202300005335
TRACT 2 0.695 AC

BLUE LABEL
PACKAGING CO
A.P.N. 0270060800
INST. 202300005335
TRACT 3 0.643 AC

BLUE LABEL
PACKAGING CO
A.P.N. 0270061100
INST. 202300006535
PAR 2 2.03AC

POST CONSUMER
BRANDS, LLC
A.P.N. 0535000310
INST 202100016508
55.76 AC



AREA TO BE ANNEXED INTO CITY OF LANCASTER
(5.08 ACRE TOTAL MORE OR LESS)
ANNEXATION PERIMETER (TOTAL): ±2,163.18'
ANNEXATION PERIMETER AS SHOWN ON THIS MAP
CORPORATION LINE: ±1111.89'
PERCENT CONTIGUOUS: ±51.4%

CERTIFICATION

THIS EXHIBIT IS BASED ON EXISTING AUDITOR'S AND RECORDER'S, FAIRFIELD COUNTY, OHIO, RECORD INFORMATION AND IS FOR ANNEXATION PURPOSES ONLY. THIS IS NOT A SURVEY PER DAC 4733-37.

John C. Dodgion



OOH C. DODGION	SEC SURVEYOR	DATE
DRAWN BY: A. STEVENS	792602.DWG	4/10/2024
CHECKED BY: J. DODGION	DRAWING NO.	
JOB NO.: 792602	SHEET 1 OF 1	

PREPARED BY:
SMART
SERVICES
88 W. CHURCH STREET, NEWARK, OHIO 43055
PHONE: (740) 345-4700 FAX: (740) 522-4705

PETITIONER:

BLUE LABEL PACKAGING
COMPANY
3750 LANCASTER-NEW
LEXINGTON RD NE
LANCASTER OH 43130

ATTORNEY:

DAVID HODGE
UNDERHILL & HODGE LLC
8000 WALTON PARKWAY,
SUITE 260
NEW ALBANY, OH 43054

**SURROUNDING PROPERTY
OWNERS:**

CROUSE MOLLY J
3500 CINCINNATI ZANESVILLE
RD
LANCASTER OH 43130
PID: 0270063500

BLUE LABEL PACKAGING
COMPANY
3750 LANCASTER-NEW
LEXINGTON RD NE
LANCASTER OH 43130
PID:
0535011982,0270061000

THE REFUGE INC
PO BOX 163173
COLUMBUS OH 43216 3173
PID: 0270061200

3775 LANCASTER NEW LEXINGTON
ROAD LLC
1062 E LANCASTER AVE STE 30B
BRYN MAWR PA 19010
PID: 0535000310, 0535000300

BEERY DAVID R
4465 LANCASTER-NEW
LEXINGTON RD SE
LANCASTER OH 43130
PID: 0270060900

TEMPORARY ORDINANCE NO. 6-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO OHIO REVISED CODE 709.023(C) TO PROVIDE BUFFER FOR INCOMPATIBLE LAND USE SUBJECT TO PASSAGE OF THE ANNEXATION OF 5.08 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster was served with an Expedited Type II Petition to annex 5.08 +/- acres from Pleasant Township to the City of Lancaster on December 31, 2024; and

WHEREAS, the territory that is proposed to be annexed is currently subject to Pleasant Township zoning; and

WHEREAS, Ohio Revised Code 709.023(C) requires that the City adopt an ordinance that states “if the territory is annexed and becomes subject to zoning by the municipal corporation and that municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the municipal corporation will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township”; and

WHEREAS, the City has yet to pass an ordinance to establish the zoning for newly annexed territory; now, therefore,

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

SECTION 1. That if the 5.08 +/- acre territory is annexed and becomes subject to zoning by the City of Lancaster and the City’s zoning permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under current township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the legislative authority of the City will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township.

SECTION 2. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants and for the further reason that this ordinance is necessary to further economic development within the City; 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 _____, 2025 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

TEMPORARY ORDINANCE NO. 7-25

PERMANENT ORDINANCE NO. _____

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

WHEREAS, the City created a community reinvestment area pursuant to Resolution No. 123-79 on November 12, 1979, known as the Pre-1994 CRA or CRA 1; and

WHEREAS, a portion of the territory of the Pre-1994 CRA overlaps with the territory of the Lancaster City School District ("School District"), specifically, the Magna Seating location ("Project") at 747 Mill Park Drive in Lancaster; and

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

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

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

SECTION 1. That the Mayor is hereby authorized to negotiate and enter into the Agreement attached hereto as Exhibit A with the Lancaster City School District regarding income tax sharing at the Project site known as 747 Mill Park Drive.

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

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants and for the further reason that this ordinance is necessary to remunerate the local school district; 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 _____

Date Approved: _____

President of Council

Clerk: _____

Mayor

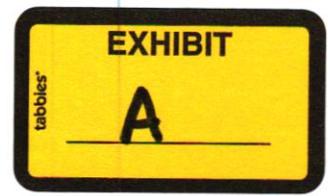
Offered by: _____

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



SCHOOL COMPENSATION AGREEMENT

(Magna Seating – 747 Mill Park Drive, Lancaster, Ohio)

THIS SCHOOL COMPENSATION AGREEMENT (the “*Agreement*”) is made and entered into as of this [] day of [], 2025 (the “*Effective Date*”), by and between the **CITY OF LANCASTER, OHIO**, an Ohio municipal corporation, with its main offices located at 104 E. Main Street, Lancaster, Ohio 43130 (the “*City*”), and the **LANCASTER CITY SCHOOLS**, Fairfield County, Ohio, a public school district with its principal offices located at 2780 Coonpath Road NE, Lancaster, Ohio 43130 (the “*School District*” and, together with the City, the “*Parties*”).

WITNESSETH:

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

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

WHEREAS, on November 5, 2024, the School District received written notice from the City that the construction of a new building, as a commercial development, for the benefit of Magna Seating (the “*Project*”) located at 747 Mill Park Drive, Lancaster, Ohio (on parcel: 0531353330; see *Exhibit A* attached hereto and incorporated herein) (the “*Project Site*”) had been approved to receive a property tax exemption pursuant to the Pre-1994 CRA – Zone 1;

WHEREAS, as permitted by the CRA and the Pre-1994 CRA – Zone 1, the City intends that the property tax exemption for the Project commence on January 1, 2022, and that the duration of such exemption last for 15 years, ending on December 31, 2036 (the “*CRA Duration*”);

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

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

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

WHEREAS, on _____, 2025, City Council for the City passed Ordinance No. X-25 (the “*Authorizing Ordinance*”), pursuant to which the City authorized execution of this Agreement; and,

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

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

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

Section 1. Approval; Compensation Payments to School District.

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

- (i) for each tax year that the Project Site is subject to the CRA Exemption and the payroll of new employees equals or exceeds two million dollars (\$2,000,000), as adjusted under Section 5709.82(E) of the Ohio Revised Code, the City shall pay to the School District, based upon the allocable portion of the School District’s effective tax rate millage, within the territory of which the Project Site is located, an amount equal to either:
 - a. Twenty-five percent (25%) of the income taxes levied and collected by the City on the incomes of the new employees due to the Performance Based Payroll Withholding Incentive authorized pursuant to Lancaster Codified Ordinance 181.22 for the Project Site for tax years 2022 through 2030; or
 - b. Fifty percent (50%) of the amount of such income taxes levied and collected by the City on the incomes of the new employees for tax years 2031 through 2036.

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

employee first employed at the site after 2020. As used in this Agreement, “infrastructure costs” is defined in Ohio Revised Code Section 5709.82 in effect on the date of this Agreement. For the avoidance of doubt, the City shall not receive a credit for the infrastructure costs incurred in connection with the Project for purposes of calculating the amount due to the School District hereunder.

B. Lump Sum Settlement. In exchange for School District’s waiver of payments for tax years 2022 and 2023, which are payment years 2023 and 2024, the City and School District agree to a one-time lump sum settlement of Three Hundred Three Thousand Eight Hundred Sixty-Five Dollars and Twenty-Seven Cents (\$303,865.27) to be paid by February 28, 2025, in addition to the amount described in Section 1.A.i above. By execution hereof, School District expressly agrees to waive its right to pursue any other claim, suit, right, or remedy against the City for property or income tax sharing from the Project Site.

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

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

D. Sharing of Legal Expenses. The Parties hereto agree to evenly share legal expenses of the preparation of this Agreement up to a reasonable amount not to exceed \$3,000.00 (in the aggregate).

Section 2. Term of Agreement; Other Terms.

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

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

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

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

Section 3. Miscellaneous.

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

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

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

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

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

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

G. Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement (except the notice required by Section 2(D) above which shall be e-mailed) shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	City of Lancaster 104 E. Main Street Lancaster, Ohio 43130
-----------------	--

Attention: Mayor
E-Mail: mayor@ci.lancaster.oh.us

If to the School District: Lancaster City Schools
2780 Coonpath Road NE
Lancaster, Ohio 43130
Attention: Treasurer
E-Mail: j_taylor@lcsschools.net

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

H. Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

I. Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted.

J. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Parties other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

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

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

M. No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder, excepting Section 1.B. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

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

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

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

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

[Signature Page Follows]

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

CITY OF LANCASTER, OHIO

By: _____
Mayor

Approved as to Form:

City Law Director

LANCASTER CITY SCHOOLS

By: _____
President of the Board of Education

By: _____
Treasurer

Approved as to Form:

Counsel for Lancaster City Schools

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Lancaster, Ohio (the “City”), hereby certifies in connection with the Compensation Agreement between the City and the Lancaster City Schools, dated as of [_____], 2025, that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

City Auditor

Dated: _____, 2025

EXHIBIT A

Project Site

Parcel Number(s):

0531353330

TEMPORARY ORDINANCE NO. 8-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AMEND PERMANENT ORDINANCE 51-24, THE MANAGEMENT PAY ORDINANCE, AND TO DECLARE AN EMERGENCY

WHEREAS, Permanent Ordinance 51-24 established the benefits, titles, and compensation for management and professional personnel employed by the City of Lancaster, Ohio for the year 2025; and

WHEREAS, the position of Department Superintendent in the Utilities Department was originally approved and established at salary range 24, but changes in personnel now permit a reduction to range 22 for that position; now, therefore,

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

SECTION 1. That City Council hereby amends Permanent Ordinance 51-24, pursuant to Exhibit A attached hereto, to change the Department Superintendent position in the Utilities Department from a salary range 24 to salary range 22.

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 title and pay range for the positions; 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 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

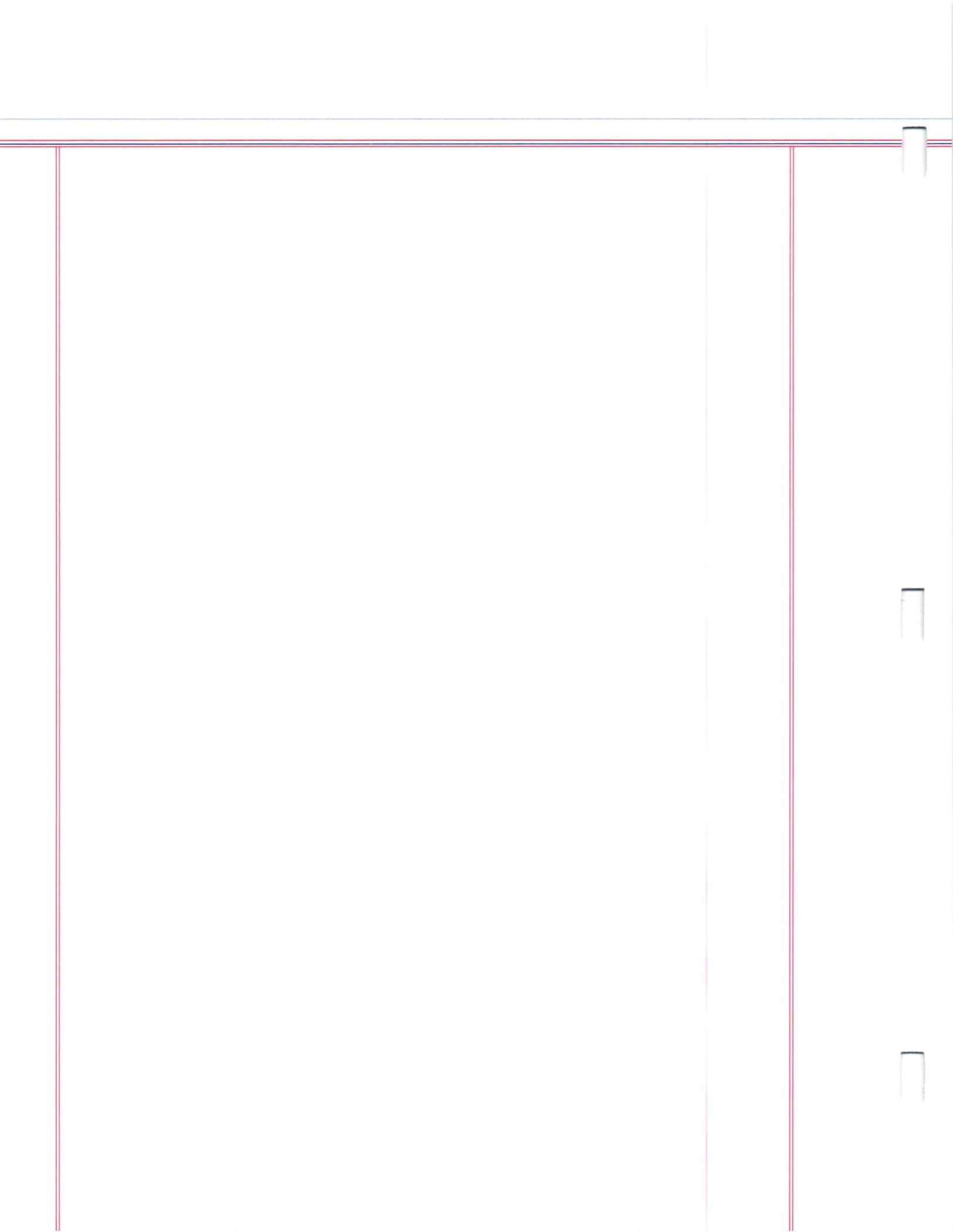


EXHIBIT A

TEMPORARY ORDINANCE NO. 48-24*

PERMANENT ORDINANCE NO. 51-24

AN ORDINANCE TO ESTABLISH THE BENEFITS, TITLES, AND COMPENSATION FOR MANAGEMENT AND PROFESSIONAL PERSONNEL EMPLOYED BY THE CITY OF LANCASTER, OHIO FOR THE YEAR 2025, AND TO DECLARE AN EMERGENCY

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

SECTION 1. MANAGEMENT AND PROFESSIONAL PERSONNEL.

The following management and professional positions are approved and established, effective Payroll 1, 2025, in accordance with the department, job title, salary range, and number of employees listed below:

<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>RANGE</u>	<u>EMPLOYEES</u>
Auditor	Assistant Auditor	23	1
Cemetery	Maintenance Supervisor	18	1
Code Enforcement	Code Enforcement Director	21	1
Community Development	City Planner	21	1
	Certified Building Manager	23	1
	Grant Manager	18	1
	Zoning Administrator	18	1
Engineering	City Engineer	32	1
	Assistant City Engineer	27	1
Environmental Engineering	Environmental Engineer	30	1
Gas	General Manager	31	1
	Operations Manager	27	1
	Construction Supervisor	19	2
	Compliance/Supply Manager	20	1
Income Tax	Tax Commissioner	24	1
	Asst. Tax Commissioner	19	1
IT/Telecom	IT Director	26	1
	Assistant IT Director	22	1
	GIS Manager	22	1
Law Director	Assistant Law Director	27	1
	Senior Attorney	23	1
	Assistant Prosecutor	21	3
Police Department	Comm Tech Supervisor	13	1

Sanitation	Department Superintendent	25	1
	Assistant Superintendent	19	1
Service-Safety	Service-Safety Director	31	1
	HR Coordinator	16	1
	Facilities Manager	14	1
Storm Water Utility	Storm Water Manager	27	1
	Storm Water Engineer II	23	1
Transportation	Department Superintendent	27	1
	Operations Manager	21	1
	Operations Manager	21	1
	Traffic Control Supervisor	18	1
	Maintenance Supervisor	18	1
Utilities	Department Superintendent	2422	1
	Assistant Superintendent	19	1
Water	Department Superintendent	28	1
	Plant Manager	21	2
	Construction Supervisor	18	1
	Distribution Manager	21	1
	Compliance Manager	18	1
Water Pollution Control	Department Superintendent	28	0
	Assistant Superintendent	21	1
	Chemist	19	1

SECTION 2. WATER POLLUTION CONTROL SUPERINTENDENT.

The annual compensation for the Water Pollution Control Superintendent effective Payroll 1, 2025, shall be as follows:

Superintendent	Hourly	\$ 59.706
	Bi-weekly	\$ 4,776.512
	Annual	\$ 124,188.48

SECTION 3. POLICE CHIEF AND DEPUTY POLICE CHIEF.

The annual compensation for the Police Chief, Deputy Police Chief, effective Payroll 1, 2025, shall be as follows:

Police Chief	Hourly	\$ 69.134
	Bi-weekly	\$ 5,530.72
	Annual	\$ 143,798.72

Deputy Police Chief	Hourly	\$ 65.721
	Bi-weekly	\$ 5,257.68
	Annual	\$ 136,699.68

SECTION 4. FIRE CHIEF AND ASSISTANT FIRE CHIEF.

The annual compensation for the Fire Chief and one Assistant Fire Chief, effective Payroll 1, 2025, shall be as follows:

Fire Chief	Hourly	\$ 66.706
	Bi-weekly	\$ 5,336.48
	Annual	\$ 138,748.48
Assistant Fire Chief	Hourly	\$ 63.461
	Bi-weekly	\$ 5,076.88
	Annual	\$ 131,998.88

SECTION 5. RETIREMENT PICK-UP.

Employees covered by this Ordinance do not receive retirement pension pick-up.

SECTION 6. 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 (5) 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 commencing January 1st of the year in which the anniversary of employment with the City occurs.

SECTION 7. HOLIDAY PAY.

Employees will follow the City's holiday schedule. Employees who are scheduled to, and do work on the holidays, shall be compensated for working such holidays at the rate of one and one-half times such employee's normal rate of pay.

SECTION 8. MEDICAL INSURANCE.

Employees must work an average of 30 hours or more per week over the past twelve (12) months to be eligible for medical insurance. Employees covered by this Ordinance shall pay an amount equal to 15% of the monthly premium for both family and single coverage. These deductions will be made pursuant to the City's 125 plan.

The employee and members of his or her family shall be included under the Employee Insurance Coverage, but only one plan of Employee Insurance Coverage will apply per family even if more than one member of an employee's immediate family is employed by the City.

The insurance benefits provided in this Ordinance shall be substantially equal to those currently provided during the life of this Agreement. The City shall choose the insurance provider and plan, and the benefits provided herein are subject to the rules and regulations of the insurance provider.

SECTION 9. LIFE INSURANCE.

The City shall provide to all full-time employees covered by this Ordinance a term life insurance program as follows:

Coverage Amount
\$ 50,000.00 per employee
\$ 2,000.00 per employee spouse
Up to \$2,000.00 per employee child (to age 26)

An employee will be eligible for insurance under this provision during the term of his or her employment with the City. An employee on leave without pay is not eligible for this program.

SECTION 10. PAY SCALE.

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

SECTION 11. VACATION LEAVE.

The vacation leave schedule for employees referenced in this Ordinance is hereby established as follows:

Continuous Service	Vacation Hours
Upon completion of 6 months	40 hours
Upon completion of 1 Year	40 hours
Upon completion of 2 Years	80 hours
Upon completion of 5 years	120 hours
Upon completion of 14 years	160 hours
Upon completion of 20 years	200 hours

As used in this section, “year” means any 12-month period following the first date of employment with the City during which the employee is continuously employed with the City and works at least 1,600 hours.

Employees shall earn and be provided the first week of vacation leave during the pay period in which they attain six (6) months of service. Employees shall earn and be provided an additional one (1) week of vacation leave during the pay period in which they attain one year of service. Thereafter, vacation leave shall be earned as set forth in the paragraph below.

Entitlement to accrued vacation leave becomes effective on January 1st if the anniversary date of employment falls within the same calendar year. Employees who separate from the City with less than one year of employment shall not be entitled to a payout of vacation leave.

Employees covered by this Ordinance may carry-over no more than 40 hours of vacation leave into the subsequent calendar year, except as otherwise authorized by the Service-Safety Director and/or elected official responsible for supervision of the department.

SECTION 12. PERSONAL TIME.

Employees covered by this Ordinance shall receive 40 hours of personal time each year. Personal time must be used in the year in which it was accrued and will not accumulate. Part-time employees are exempt from this benefit.

Newly hired employees shall be entitled to personal leave on a pro-rated basis in their first calendar year of employment. Employees hired between January 1 and March 31 shall be entitled to forty (40) hours of personal leave in that year. Employees hired between April 1 and June 30 shall be entitled to thirty (30) hours of personal leave in that year. Employees hired between July 1 and September 30 shall be entitled to twenty

(20) hours of personal leave in that year. Employees hired between October 1 and December 31 shall be entitled to ten (10) hours of personal leave in that year.

On January 1st of the calendar year following initial employment, the employee shall receive forty (40) hours of personal leave. Hours not used at the time of separation are not paid out.

SECTION 13. FUNERAL LEAVE.

Employees covered by this Ordinance shall be granted funeral leave with pay for the death of a family member as follows:

For a death within the employee's immediate family (e.g., spouse, parent, parent of spouse, child, stepchild, stepparent, or sibling), an employee shall be granted five days of leave within seven days of the death of the family member.

For a death not within the employee's immediate family (e.g., brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, appointed legal guardian, aunt, uncle, or grandparent of spouse), an employee shall be granted three days of leave within seven days of the death of the family member.

An employee may elect to take up to two (2) additional bereavement days as other paid leave.

SECTION 14. SICK LEAVE PAYOUT.

A. An employee covered by this Ordinance who maintains a sick leave "bank" of more than 960 hours may elect to "cash in" up to \$500.00 of accrued but unused sick leave annually; provided, however, that an employee may "cash in" only accrued but unused sick leave in excess of 960 hours. In addition, employees with a sick leave "bank" of more than nine hundred sixty (960) hours may cash in two (2) hours of sick leave for one (1) hour of pay up to an additional five-hundred-dollar (\$500) payout provided the employee maintains a sick leave "bank" of at least nine hundred sixty (960) hours. The value of the sick time per hour is an employee's regular hourly rate.

B. An employee covered by this Ordinance who has a bank of more than nine hundred sixty (960) hours can exchange a minimum of eight (8) hours, or one day, for an additional vacation day, not to exceed forty (40) hours.

C. Full-time employees covered by this Ordinance and hired on or before December 31, 2010, shall be granted the following:

If, upon retirement, an employee has a "bank" of at least 960 hours of accrued but unused sick leave, that employee will be paid 100% of the value of the employee's accrued but unused sick leave up to 960 hours, and 25% of the value of that employee's accrued but unused sick leave in excess of 960 hours.

If, upon retirement, an employee does not have a "bank" of 960 hours of accrued but unused sick leave, that employee will be paid the value of 32 hours of the employee's accrued but unused sick leave for each year of the employee's continuous employment with the City, but in no case shall an employee be paid out more than the value of 960 hours of accrued but unused sick leave pursuant to this provision.

D. Full-time employees covered by this Ordinance, who were hired on or after January 1, 2011, and who have at least ten years of continuous service with the City, shall be granted the following:

Upon retirement, an employee may elect to be paid 25% of the value of the employee's accrued but unused sick leave. Regardless of the amount of the payment, a payout under this provision shall eliminate all of that employee's accrued but unused sick leave. An employee may elect to receive one or more payments, but the aggregate value of all payouts under this provision shall not exceed the value of 240 hours of accrued but unused sick leave.

For purposes of this section, the value of one hour of sick leave is equivalent to the employee's current regular hourly rate.

SECTION 15. SICK LEAVE EXCHANGE.

Employees covered by this Ordinance who maintain a sick leave "bank" of at least 960 hours may cash in sick leave for personal leave, at a ratio of two days of sick leave for one day of personal leave, for up to three personal days annually.

Employees who maintain a sick leave "bank" of at least 640 hours may cash in sick leave for personal leave, at a ratio of three days of sick leave for one day of personal leave, for up to three personal days annually

SECTION 16. SUPERVISOR DISCRETION.

The Service-Safety Director or elected official responsible for supervision of a City department may, in the exercise of his or her sound discretion, adjust the pay step and/or benefits (e.g., vacation leave, personal time, and compensatory time) of an employee covered by this Ordinance in light of that employee's experience, education, performance, or other extenuating circumstances. Any adjustment under this provision must be in writing and, upon delivery to the City Auditor, the adjustment shall be made as soon as practicable.

SECTION 17. FORCE AND EFFECT.

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 continued and uninterrupted services by the City of Lancaster. Wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

SEE ORIGINAL PERMANENT ORDINANCE 51-24 FOR SIGNATURES