

TEMPORARY RESOLUTION NO. 43-19

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE WAIVER OF SECTION 7 OF THE NOVEMBER 1, 2002 AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE LANCASTER AREA COMMUNITY IMPROVEMENT CORPORATION FOR INFRASTRUCTURE REPAYMENT TO THE CITY PURSUANT TO THE SALE OF APPROXIMATELY SIXTEEN (16) ACRES OF LAND IN ROCK MILL CORPORATE PARK PHASE II FOR CONSTRUCTION OF PROJECT GWN IN FURTHERANCE OF ECONOMIC DEVELOPMENT

WHEREAS, the Lancaster Area CIC has authorized the gifting and/or incentivized sale of approximately sixteen (16) acres of property in the Rock Mill Corporate Park, Phase II, for the construction of Project GWN in furtherance of economic development; and

WHEREAS, Section 7 of the November 1, 2002 Agreement between the City of Lancaster and the Lancaster Area CIC (attached hereto as Exhibit A) requires the CIC to reimburse the City for infrastructure costs expended by the City upon the sale of acreage in Rock Mill Corporate Park Phase II which will eliminate the economic development incentives opportunity for the construction of Project GWN; and

WHEREAS, waiver of Section 7 of the November 1, 2002 Agreement to allow the Lancaster Area CIC to gift and/or incentivize sale the approximate sixteen (16) acres to Project GWN will provide an economic development opportunity for the City;

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

SECTION 1. That the City of Lancaster hereby waives Section 7 of the November 1, 2002 Agreement between the City of Lancaster and the Lancaster Area CIC for the reimbursement of infrastructure costs expended by the City in order to allow the Lancaster Area CIC to gift and/or incentivize sell approximately sixteen (16) acres in Rock Mill Corporate Park Phase II for Project GWN in furtherance of economic development.

SECTION 2. That it is the intent of Lancaster City Council to waive Section 7 of the November 1, 2002 Agreement for the economic development interests of this specific project and acreage only, and is not a waiver for any other purpose.

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 Economic Development Committee

AGREEMENT

THIS AGREEMENT is entered into this 1st day of November, 2002, by and between The City of Lancaster, hereinafter called "City" and The Lancaster Area Community Improvement Corporation, hereinafter called "CIC."

WITNESSETH

WHEREAS, CIC desires City to provide infrastructure, i.e. water pipelines, wastewater pipelines, natural gas pipelines, roads, engineering, entrance enhancements, as well as marketing assistance, and

WHEREAS, the City owns, operates, and maintains similar infrastructure which is near the location at which the CIC desires infrastructure improvements; and

WHEREAS, the CIC wishes to enter into an agreement with the City whereby the City agrees to extend the City's infrastructure for the purpose of providing utility services to the location at which the CIC desires utility service;

NOW, THEREFORE, in consideration of the above premises and other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the above-named parties do hereby agree as follows:


1. City does hereby agree to construct water, wastewater, and natural gas pipelines approximately 8,211 feet from City's existing pipelines, according to the City's specifications, along a mutually agreeable route, to the CIC's desired location at Rockmill Industrial Park. (See **Exhibit A**, attached hereto and made a part hereof, which details pipeline routes and approximate length.)
2. City does hereby agree to construct a water pipeline "loop" along State Route 188 to provide a redundant source of water that will directly benefit the Rockmill Industrial Park. Additionally, the City agrees to construct a water holding tank with sufficient supply and capacity to provide for fire suppression requirements at the Park.
3. City does hereby agree to construct a wastewater lift station of sufficient size and capacity to provide wastewater service to Rockmill Industrial Park.
4. City does hereby agree to construct a road approximately 8,211 feet from City's existing road, according to the City's specifications, along a mutual agreeable route, to the CIC's desired location at Rockmill Industrial Park. (See **Exhibit A**).

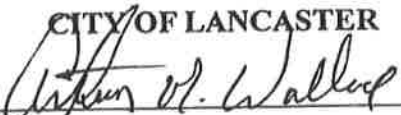


5. City does hereby agree to provide and construct visual enhancements at the State Route 188 entrance to Rockmill Industrial Park. Said enhancements will include signage and fencing. City expenditures will be limited to \$125,000.
6. City and CIC do hereby agree that construction of infrastructure will be completed in phases as outlined in Exhibit B, attached hereto and made a part hereof, which details Construction Schedule.
7. CIC does hereby agree to reimburse the City through contributions based on land sales. For each acre of land sold in Rockmill Corporate Park Phase II (approximately 175 acres), beginning with the first land sale after this Agreement is ratified, the CIC will reimburse the City as follows: For the first 18 acres of land sold, the City will receive \$37,800 per acre (a total of \$680,000). For the remaining 157 acres, the City will receive \$31,500 per acre (a total of \$4,945,500) for a total reimbursement to the City of \$5,625,900.
8. CIC does hereby agree to provide a Wastewater lift station site, a natural gas regulator site, and all necessary rights-of-way needed for infrastructure expansion. Said sites and rights-of-way will be provided at no cost to the City or the City's departments. All such sites and rights-of-way will be mutually agreed upon as to exact locations.
9. The CIC does hereby agree to provide a permanent, non-voting seat on the CIC's Executive Committee to a City designee. Representation will occur at the earliest procedural opportunity of the CIC and the Mayor of the City will determine it's representative.
10. The CIC and the City hereby agree to mutually market Rockmill Industrial Park. Minimum City expenditures will be: Year 1, \$20,000; Year 2, \$10,000; Year 3-5, \$5,000. Print material and target market direction will be mutually agreed upon.

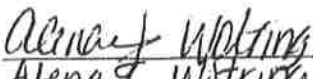
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first set forth above.

WITNESS


Anna W. Palmer

CITY OF LANCASTER
 By: 
 The Honorable Art Wallace, Mayor

LANCASTER AREA COMMUNITY
 IMPROVEMENT CORPORATION


Alena S. Wetrings

By: 
 Cathy Bittler, Executive Director

Approved as to Form:

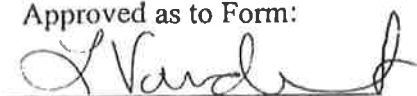
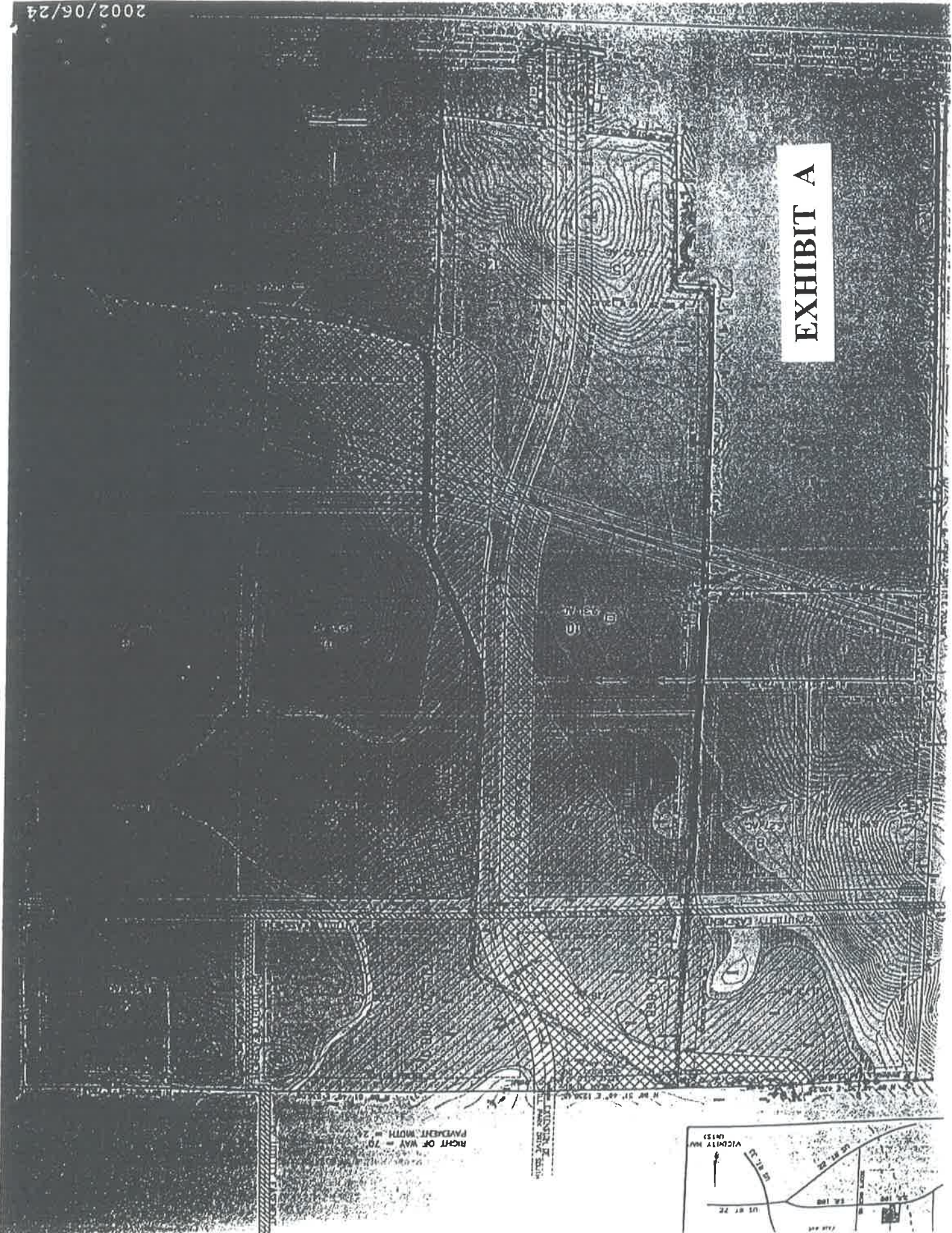

J. Vard

EXHIBIT A



RIGHT OF WAY = 70'
PAVEMENT WIDTH = 24'

ADVERSE EFFECTS



Exhibit B

CONSTRUCTION SCHEDULE

Construction Initiation Date	Improvement	Description	Footage
2003	Water	Mill Park Drive	3,980
2004	Water	St. Rt 188 Loop	11,374
2005	Water	Holding Tank	1,067
Market Determined	Water	Anchor Avenue	2,653
Market Determined	Water	Dave Johns Avenue	1,578
2003	Waste Water	Mill Park Drive	3,980
2003	Waste Water	Lift Station	n/a
Market Determined	Waste Water	Anchor Avenue	2,601
Market Determined	Waste Water	Dave Johns Avenue	1,479
2003	Road	Mill Park Drive	3,980
2003	Entrance	Enhancements	n/a
Market Determined	Road	Anchor Avenue	2,653
Market Determined	Road	Dave Johns Avenue	1,578
2003	Natural Gas	Mill Park Drive	3,980
Market Determined	Natural Gas	Anchor Avenue	2,653
Market Determined	Natural Gas	Dave Johns Avenue	1,578