

ORDINANCE 2015-14

AN ORDINANCE TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER A PRE-ANNEXATION AGREEMENT WITH MCLIMA LLC FOR SANITARY SEWER AND WATER SERVICES AND STORM WATER EASEMENTS AND ZONING

WHEREAS, MCLIMA, LLC, has plans for development of a parcel of land (Knox County Auditor Parcel No. 71-00702.00) located outside the municipal boundaries ("Subject Property") of the Village of Centerburg, but contiguous thereto and intends to build an office buildings to be zoned Community Commercial; and

WHEREAS, MCLIMA, LLC, desires to prepare and prosecute a petition to annex its parcel into the Village of Centerburg; and

WHEREAS, the Village and Hilliar Township have already agreed to terms of an Annexation Agreement between Hilliar Township in support of MCLIMA, LLC's annexation petition; and

WHEREAS, pursuant to Revised Code 709.192, the Village of Centerburg and MCLIMA, LLC seek to enter into a Pre-Annexation Agreement related to the parcel of land being developed; and

WHEREAS, the Village of Centerburg, in furtherance of its economic development goals, agrees to allow the extension of sewer and water service prior to the annexation of the Subject Property; and

WHEREAS, MCLIMA LLC will provide necessary storm water drainage and other utility easements reasonably requested by the Village of Centerburg; and

WHEREAS, the Village of Centerburg and MCLIMA, LLC, seek agreement as to the land use planning matters, including the planned zoning, and permitted uses and restrictions thereto, for the parcel to be annexed;

NOW, THEREFORE, be it ordained by the Council of the Village of Centerburg, Ohio:

Section 1: The Village Administrator and Mayor are here by authorized to enter into the Pre-Annexation Agreement Attached hereto as Exhibit A.

Section 2: The Village Administrator and Village Solicitor are authorized to assist MCLIMA, LLC in the prosecution of its Annexation Petition, to be filed with Knox County and obtaining approval of the Hilliar Township Trustees.

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PRESIDENT OF COUNCIL

CLERK OF COUNCIL

MAYOR

LEGAL COUNSEL

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PRE-ANNEXATION AGREEMENT

This Agreement is entered into, by and between the Village of Centerburg, Ohio, an Ohio charter municipal corporation (hereinafter "Village"), and MCLIMA LLC, and Ohio Limited Liability Company.

PURPOSE

MCLIMA LLC is the owner of a tract of land located on the north side of State Route 36 in Hilliar Township, Knox County, Ohio consisting of 2.00 acres, and having Auditor's Parcel Identification Number of 17-00702.000. The property is undeveloped and is contiguous with the boundaries of the Village of Centerburg. The Property is shown on Exhibit "A," attached hereto and made a part hereof.

MCLIMA LLC proposes to have the Property developed primarily for medical office commercial use. In order to develop the Property, water and sewer service is essential. The Property would benefit from Village services including municipal water and sewer services. The Village can offer its municipal services to the area if the area is annexed to the Village. The mutual purposes of both the Village and MCLIMA LLC can be accomplished through the annexation of MCLIMA LLC's property to the Village.

Therefore, in order to gain mutual benefits, the Village and MCLIMA LLC agree as follows:

1. Annexation Petition. Bruce Nesdore, Esq., counsel for MCLIMA, LLC will prepare and provide to the Village an annexation petition to annex the property described in this Agreement to the Village. Upon the Village's approval, the petition will be filed with the Knox County Commissioners. The parties agree that each party shall bear its own costs and expenses in prosecuting the annexation. Once accepted by the Village and filed with Knox County, MCLIMA LLC agrees that it will continue to prosecute the annexation to the Village throughout the entire annexation process, including any appeal or court action. The Village agrees to provide witnesses for the hearing before the County Commissioners and/or to provide affidavits in support of the petition, if necessary. It is anticipated that the approved Annexation Agreement between the Village and Hilliar Township will suffice.
2. Service Resolution. Pursuant to R.C. Section 709.03 (D), the Village agrees to enact the appropriate Village Service Resolution stating the services that will be provided to the area sought to be annexed including the property owned by MCLIMA LLC.
3. Water and Sewer. The Property presently does not have access to Village water and sewer services. The Village, upon proper application and payment of connection fees from MCLIMA, LLC, agrees to allow MCLIMA LLC or its agents or assigns to tap into available lines at such time as MCLIMA LLC desires, provided however, the Village is presently in the middle of a Wastewater Reclamation Project, which will bring the Village's sewer lines along Columbus Road, on the

opposite side of the street from the Property, and then down the property line of the adjacent Village property to the North/Northeast (Knox County Parcel No. 18-00909.000) currently owned by Washington Enterprises IV at 3941 Columbus Road. The Village has an anticipated completion date of when those sewer lines will be activated and dedicated for public use, which information MCLIMA, LLC can obtain from the Village Engineer. Provided however, the Village has not, and does not, offer any guarantee of the timing or availability of said sewer facilities for public use or completion of the Wastewater Reclamation Project. The Village will have no responsibility to MCLIMA, LLC for any delays in the timing or availability of sewer facilities to the Property. The Village further agrees that permits for such taps will be issued promptly upon the request of the MCLIMA LLC or of their agents or assigns, in accordance with the applicable ordinances and specifications of the Village of Centerburg, and as soon as the applicable facilities become available.

All improvements and lines constructed by MCLIMA LLC inside the Property for sewer and water service will be constructed at the MCLIMA LLC's sole cost and expense. Any oversizing of the water or sewer lines required by the Village to service MCLIMA LLC's property shall be paid for by the MCLIMA LLC. Any oversizing of the water or sewer lines required by the Village to service areas other than MCLIMA LLC's property shall be paid for by the Village. All water and sewer lines discussed in this paragraph or any other paragraph will be built in accordance with the standards of the Village, and in accordance with the plans approved by the Village.

MCLIMA LLC is instructed to coordinate all sewer and water taps with the Village Engineer, who is Brian Coghlan of Bird and Bull.

4. Storm Water. MCLIMA LLC will provide to the Village storm water drainage easements, if necessary, free of any cost or charge to the Village. Such storm water drainage easements will be in accordance with the Village's storm water drainage ordinances. The storm water drainage easements will be located by the Village Engineer pursuant to a storm water drainage plan and shall be coordinated with the development plan for the MCLIMA LLC's property.

5. Zoning and Conditions of Site Plan Approval. The property sought to be annexed is currently zoned in the township. Contemporaneously and simultaneously with the annexation and in the same ordinance accepting the annexation, the Village will rezone the property Community Commercial. The Village, through its Planning Commission and development and planning staff has reviewed MCLIMA LLC's proposed Site Plan (See Attachments A-1, A-2, and A-3), which received preliminary approval from the Planning Commission with several conditions, but said approval is non-binding as the Property is not yet annexed. Thus, said final approval must be incorporated into this Pre-annexation Agreement. Based upon review of the Site Plan and Planning Commission's recommendation from the June 16, 2015 meeting, the Village approves the Site Plan and addresses and/or revises each of Planning Commission's recommendations individually as set forth below:

- (a) **WAIVED:** Planning Commission recommended that "Applicant enters into a recorded, permanent easement agreement with Grocery Store and Storage business regarding a single access/entrance from Columbus Road, deemed acceptable to

Village Solicitor and Administrative Staff' and after review and reported efforts by the Village of Solicitor, this condition is hereby waived, although the Village encourages Applicant to pursue this recommendation and would approve same in the alternative;

- (b) **ACCEPTED:** Applicant and Village enter into a pre-annexation agreement obligating Applicant to comply with all conditions of this approval and all Village zoning regulations, **which is the herein agreement;**
- (c) **ACCEPTED:** Applicant and Storage business agree as part of the Easement to have joint signage on a monument sign in conformance with the Village sign code standards and prohibiting signage in township portion between Subject Property and grocery store;
- (d) **ACCEPTED:** Applicant submits a landscaping plan in conformance with the Village Zoning Code, subject to approval of administrative staff;
- (e) **ACCEPTED:** Applicant submits an application for signage attached to the building in conformance with the Village Zoning Code;
- (f) **ACCEPTED:** Applicant submits a lighting plan for approval by administrative staff, with all building lighting and parking lot lighting be complimentary and of a design consistent with the building plans;
- (g) **ACCEPTED:** Applicant shall receive a variance from the required 45 parking spaces to the provided 38 parking spaces;
- (h) **ACCEPTED:** Applicant receives approval, and/or makes changes to the plan, to meet any requirements proposed by the Village Engineer;
- (i) **ACCEPTED:** Applicant agreeing to continue efforts to annex the Property into the Village, by no later than 6 months following completion of construction;
- (j) **ACCEPTED:** Applicant adding a stop sign upon exiting the parking lot to ingress/egress from Columbus Road; and
- (k) **ACCEPTED:** Upon annexation the property will be rezoned as CC - Community Commercial, and Applicant will thereafter comply with all applicable zoning regulations
- (l) **NEW CONDITION:** Applicant realign parking lot entrance with grocery store gas pumps as shown on proposed plan prepared by Village Engineer (See Attachment B) in the event that the adjacent properties eventually agree to a joint entrance as recommended in condition 5(a) above; provide however, the final driveway location

shall be subject to the approval of the Village Administrator, Village Engineer, Village Solicitor and Applicant.

The Village agrees that it will not unreasonably withhold approval of any construction plans submitted which conform to the Site Plan, provided same comply with the remaining development standards and zoning regulations of the Village.

The Village's obligations under this Agreement are conditioned upon MCLIMA, LLC's compliance with the above conditions of approval.

6. Miscellaneous.

- (a) This Agreement and the rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof and shall inure to the benefit of and be binding on the respective successors and assigns.
- (b) This Agreement supersedes any and all prior agreements, arrangements, negotiations, letters of understandings and acknowledgments between the Village and MCLIMA LLC or any related party, relative to matters contained herein whether oral or written. No amendment, modification or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.
- (c) If for any reason any one or more articles, sections, sentences, clauses or parts of this Agreement are held invalid by any court of law or duly authorized public body, such determination shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operation to the specific articles, sections, sentences, clauses or parts of this Agreement held invalid. The invalidity of any article, section, sentence, clause or part of the Agreement in any one or more instance shall not prejudice in any way the validity of the Agreement in any other instance. Nor shall such finding alter the understandings of both parties as to the intent of this Agreement and both parties agree to use their best efforts to bring to fruition the results contemplated in this agreement regardless of the findings of any court of law or other duly authorized public body.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed this 7 day of OCTOBER, 2015.

**SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:**

VILLAGE OF CENTERBURG, OHIO

By: [Signature]

Its: Village Administrator

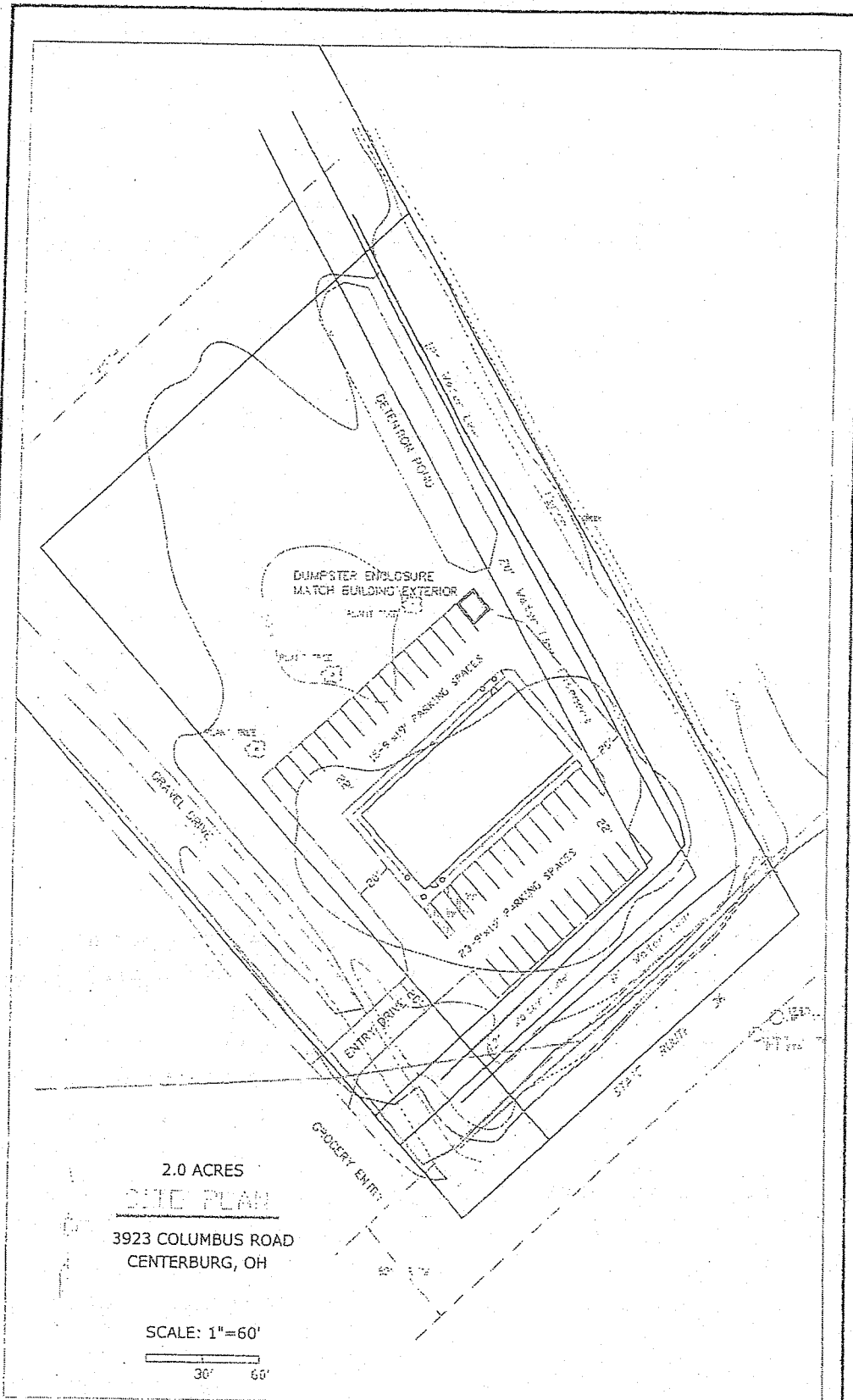
MCLIMA LLC

By: [Signature]

Its: PARTNER

Per authority granted in Ordinance No.
2015-14 passed Sept 8, 2015.
2015-0-07B

Alex J. Jones, Clerk



2.0 ACRES
SITE PLAN
 3923 COLUMBUS ROAD
 CENTERBURG, OH

SCALE: 1"=60'
 30' 60'

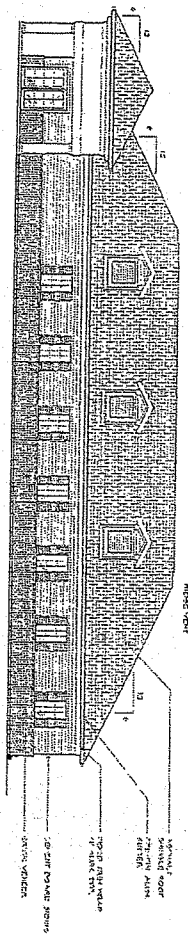
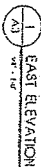
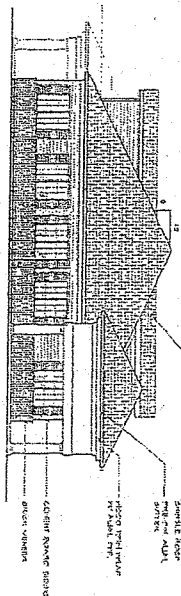
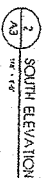
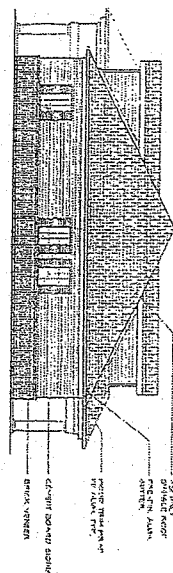
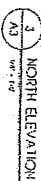
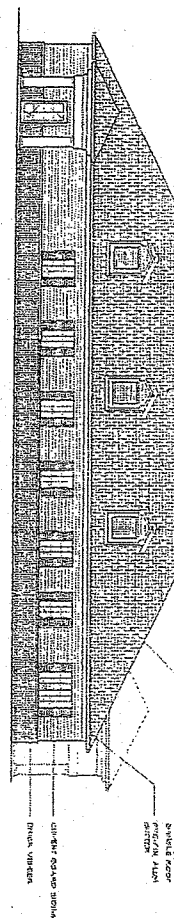
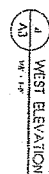
DESIGNER:
 FLOWERS SEPTIC SYSTEM DESIGN INC
 263 PARK TRAILS CT
 NEWARK, OH 43055
 740-587-7363

DATE: 6/1/15
 SCALE: 1" = 60'
 CHECKED BY: MEF
 DRAFTED BY: MEF
 DESIGNED BY: MEF

CENTERBURG DENTAL CARE
 3923 COLUMBUS ROAD
 CENTERBURG, OH

Sheet
DRAFT

TM



(d) INTERESTS - ASSOCIATE

Ouellette
+
Associates
ARCHITECTS, INC.

221 Marine Avenue
 Columbia, Ohio 43101
 614/291-1400 fax 614/291-5134

CENTERBURG DENTAL CARE

722
CENTRAL CHINA

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for

TEAM CCS

PROJECT NO.

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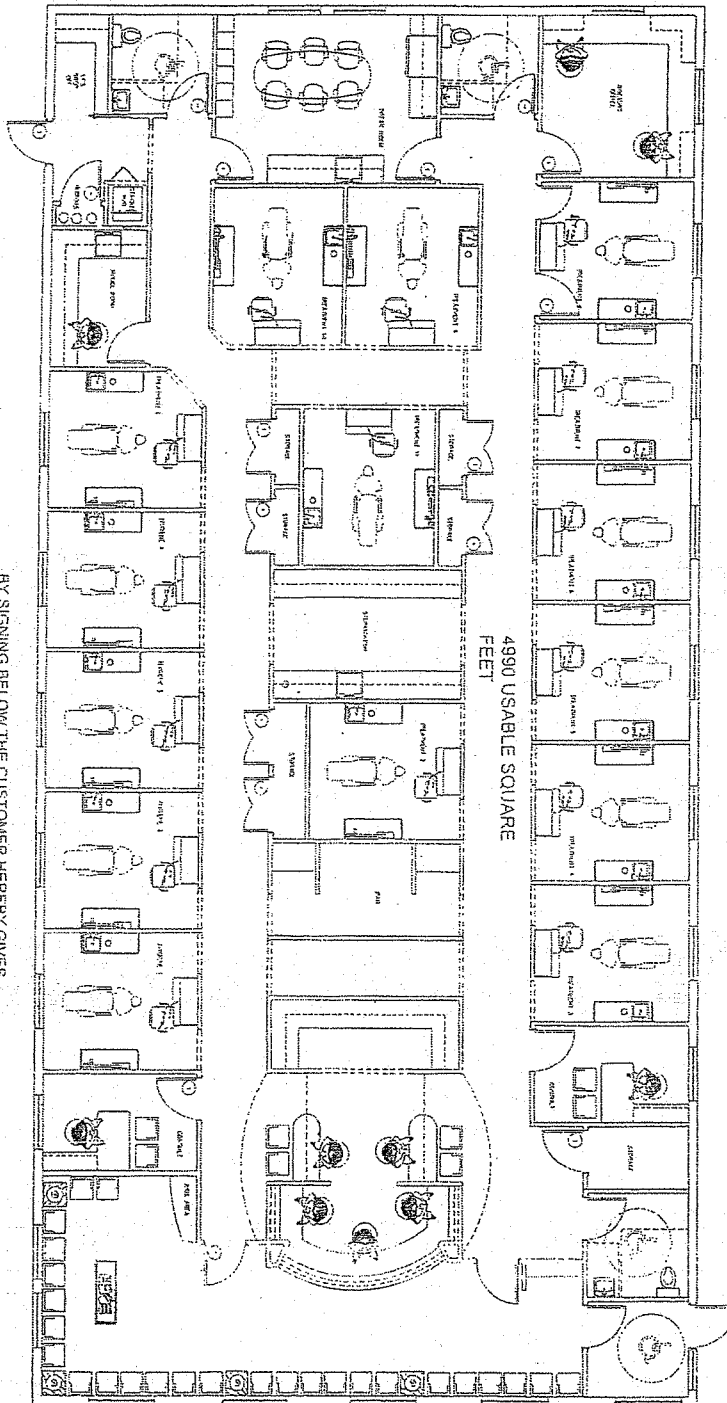
3651 mile

EXTERIOR ELEVATIONS

S. M. M. M.

3A

25



4990 USABLE SQUARE
FEET

BY SIGNING BELOW THE CUSTOMER HEREBY GIVES
CONSENT TO TEAM DDS, INC. TO PROCEED WITH
DEVELOPING CONSTRUCTION DRAWINGS BASED ON THIS
APPROVED FLOOR PLAN. AMENDMENTS TO THIS FLOOR
PLAN SHALL BE INVOICED AT THE RATE
OF \$75.00 / HR.

CUSTOMER SIGNATURE _____

DATE _____

1 FIRST FLOOR - FLOOR PLAN
SCALE: 1/4" = 1'-0" 3/4" = 3'-0" PAPER

A-2
FLOOR PLAN

TENANT BUILD OUT/REMODEL FOR PROFESSIONAL OFFICE FACILITIES.

CENTERBURG DENTAL CARE

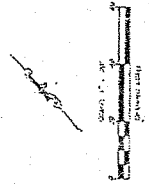
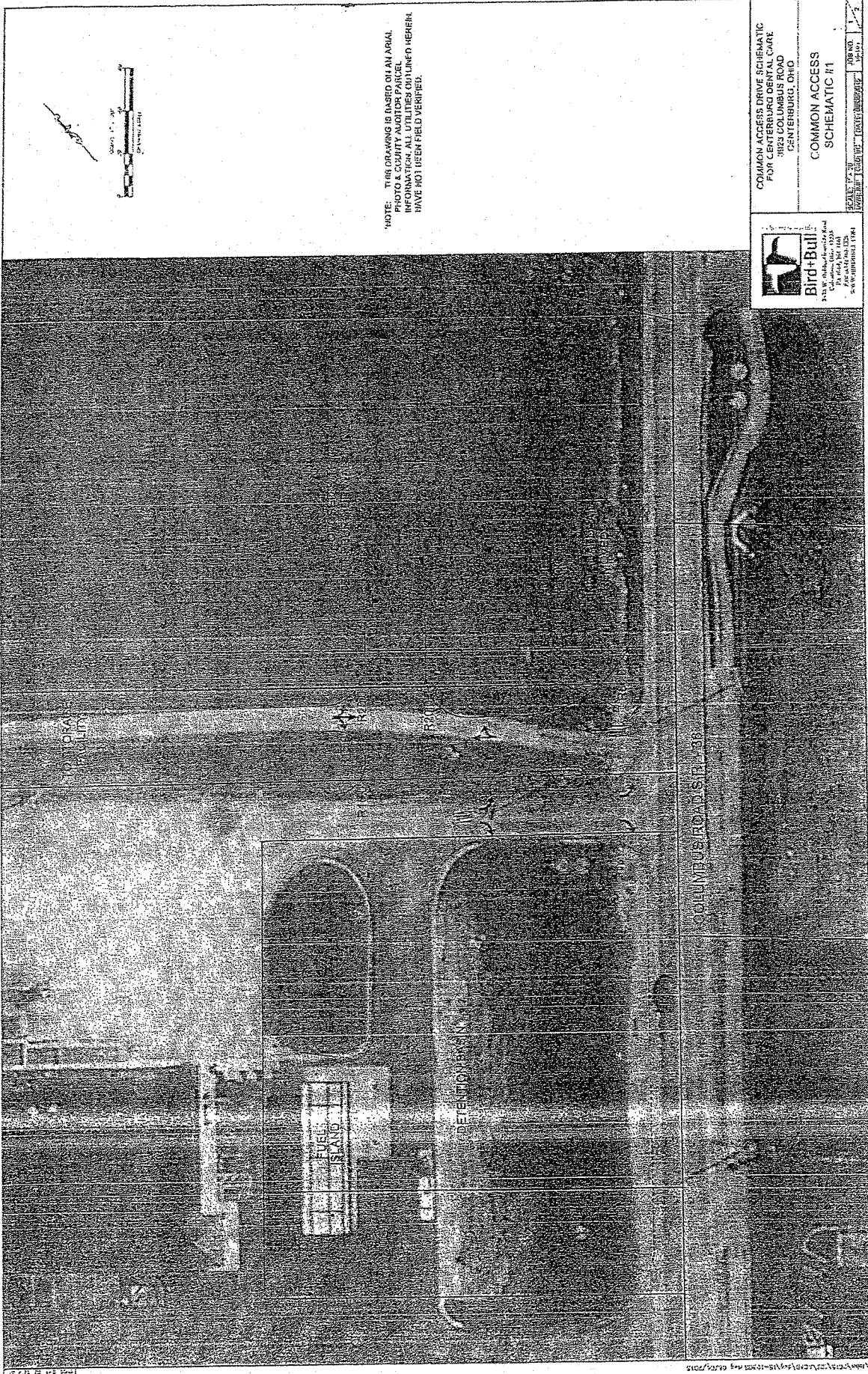
9503 COLUMBUS STREET CENTERBURG, OHIO 43011




TEAM DDS INC.
DENTAL COSMETIC
EQUIPMENT SPECIALIST
DENTAL COMPANY
(614) 252-2010
info@teamdds.com
(614) 594-5345

TEAM DDS
1001 E. 10th St.
Columbus, OH 43206
(614) 221-7279
www.teamdds.com

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NOTE: THIS DRAWING IS BASED ON AN AERIAL PHOTO. CURRENT INFORMATION IS NOT VERIFIED. ALL UTILITIES OUTLINED HEREIN HAVE NOT BEEN FIELD VERIFIED.



Bird-Bull
 1431 W. 14th Street
 Columbus, OH 43212
 Tel: 614.291.1111
 Fax: 614.291.1112
 www.bird-bull.com

COMMON ACCESS DRIVE SCHEMATIC
 FOR COMMON ACCESS DRIVE
 1821 COLUMBUS ROAD
 CENTERBURG, OHIO

COMMON ACCESS
SCHEMATIC #1

SCALE: 1" = 100'

DATE: 10/10/07

BY: J. BULL

CHECKED: J. BULL

APP. NO. 1007

DATE: 10/10/07

BY: J. BULL

CHECKED: J. BULL

Ton

MCLIMA, LLC

BY:

ITS:

~~Kyle J. Stroh, Village Solicitor~~



1. MCLIMA provides a 30 foot right of way easement from center of Columbus Road subject to satisfaction of Village Engineer for utilities/sidewalk/bike path
2. MCLIMA provides and island or bollards around utility poles adjacent to entrance
3. Ingress/egress elevation may need adjusted to ensure no view obstruction from guardrail, subject to approval of Village Engineer.