

ORDINANCE NO. 18-044

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH HSING HUA CHENG FOR A TRACT OF LAND CONSISTING 8.26 ACRES LOCATED IN VIOLET TOWNSHIP, FAIRFIELD COUNTY, AT 7515 HILL ROAD ALSO KNOWN AS PARCEL 037-0209900, AND DECLARING AN EMERGENCY**

WHEREAS, the Mayor and Council of the City of Canal Winchester have determined that a Pre-Annexation Agreement with Hsing hua Cheng for a tract of land consisting of 8.26 acres located at 7515 Hill Road in Violet Township, Fairfield County is in the best interests of the City of Canal Winchester;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized to enter in a Pre-Annexation Agreement with Hsing hua Cheng in a form substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement between the owner Paul H. Fletcher Jr., Trustee of the Paul H. Fletcher Jr. Revocable Trust and Hsing hua Cheng and the need to immediately begin preparations for the annexation of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED 11/19/18  
ATTEST Amanda M Jackson  
CLERK OF COUNCIL

[Signature]  
PRESIDENT OF COUNCIL  
[Signature]  
MAYOR

APPROVED AS TO FORM:  
[Signature]  
LAW DIRECTOR

DATE APPROVED 11-30-18

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Amanda M Jackson  
Finance Director/Clerk of Council

## **PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of Canal Winchester, Ohio, an Ohio charter municipal corporation (hereinafter referred to as "City"), and Hsing hua Cheng (hereinafter referred to as "Hsing"), who is in contract to purchase property at 7515 Hill Road.

### PURPOSE

Hsing is in contract to purchase 7515 Hill Road consisting of approximately 8.26 acres located generally south of Kings Crossing and west of Hill Road from the Paul H Fletcher Jr. Revocable Trust. More specifically, the tract in Violet Township, Fairfield County, Ohio having Auditor's Parcel Identification Number 037-02099-00. The property is currently developed with an industrial building and is contiguous with the boundaries of the City of Canal Winchester. The property is shown with more particularity on the map attached hereto as Exhibit "A" and incorporated herein by reference.

Hsing intends to construct certain improvements to the property in the foreseeable future. The property would benefit from City services including water, police protection, and planning and zoning and economic development services. As described in more detail in the following sections of this Agreement, the City can offer its municipal services to the area if the area is annexed to the City. The mutual purposes of the City and Hsing can be accomplished through the annexation of the property to the City.

Therefore, in order to gain mutual benefits, the City and Hsing agree as follows:

1. Annexation Petition. The City will prepare and provide an annexation petition to Hsing, once Hsing becomes the owner of the parcel. Hsing will sign the annexation petition

agreeing to annex the property described in this Agreement to the City and appointing Canal Winchester Law Director Eugene L. Hollins as the petitioner's agent. The annexation petition may be filed solely with the Hsing property or may be filed as a joint annexation petition with other parcels so long as all other parcels so joined are supported by one hundred (100%) of the owners of each parcel. The petition will be filed with the Fairfield County Commissioners. The City agrees that all costs and expenses in petitioning for the annexation will be borne by the City. Should Hsing desire for its own attorney to represent its interests with regard to the annexation petition, those costs will be borne by Hsing. Once this Agreement is signed and accepted by the City, Hsing agrees that it will not remove his name from the petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action at no further expense to Hsing. Hsing will provide affidavits to the City for presentation to the Fairfield County Board of County Commissioners in support of annexation and, if necessary, Hsing or its agents or assigns will testify at the request of the City regarding the merits of the annexation at the hearing held before the Fairfield County Board of Commissioners or subsequent court hearings.

2. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the services that will be provided to the area sought to be annexed including the property owned by Hsing. The City agrees to provide witnesses for the hearing before the County Commissioners and to provide affidavits in support of its Service Resolution.

3. Zoning. The property sought to be annexed is currently zoned in the township. Contemporaneously with the annexation petition, Hsing will file an application to re-zone the

property to a Planned Industrial District (PID), which zoning will, among other things, permit the proposed development and use of the Property substantially as depicted in Exhibit "B" attached hereto and incorporated herein. The City agrees that it will expeditiously process the application to re-zone the property to such PID Zoning District such that the zoning ordinance will be considered in tandem with the City's annexation acceptance ordinance.

4. Water Service. 7515 Hill Road is currently served by Fairfield County Utilities for sanitary sewer service. The property is not currently served by a centralized water utility. Hsing agrees design and to install an eight (8) inch public water line from its current terminus on the south side of Kings Crossing to a point within seventy-five (75) feet of the existing industrial building located at 7515 Hill Road to provide water service to the property. Hsing will also be responsible for payment of capacity fees for both domestic water service and fire service as listed in the current capacity fee schedule at the time connections are made.

5. Standard of Conduct by City. In all matters related to the i) adoption of a service resolution, (ii) review and consideration of a zoning district amendment, (iii) review of infrastructure plans, the City will act in good faith with all reasonable dispatch.

6. Condition Precedent. Hsing and the City acknowledge and agree that this Agreement is not effective until approved by formal action of the City Council and shall take effect upon such approval.

7. 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 City and the Hsing, 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 and 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.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**REST OF PAGE INTENTIONALLY LEFT BLANK.**


**SIGNATURE PAGE TO IMMEDIATELY FOLLOW.**

This Agreement shall be effective on the date last signed below.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

**THE CITY OF CANAL WINCHESTER:**

By:   
\_\_\_\_\_  
Michael Ebert, Mayor

  
\_\_\_\_\_  
Hsing hua Cheng