

ORDINANCE 2021-53

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A PRELIMINARY DEVELOPMENT AGREEMENT WITH PIZZUTI/TMD LLC, AN OHIO LIMITED LIABILITY COMPANY, AND DECLARING AN EMERGENCY

WHEREAS, Pizzuti/TMD LLC, an Ohio limited liability company (the "Developer") is in the process of acquiring approximately 297.68 acres known as Lot Number 11 in RICKENBACKER EXCHANGE PART 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 79, Recorder's Office, Pickaway County, Ohio (the "Project Site"); and

WHEREAS, the Zoning Code of the Village of Commercial Point authorizes the Village to enter into development agreements with developers for construction and development projects within the Village; and

WHEREAS, the Developer plans to construct up to 4 buildings with a combined total of approximately 4,140,500 square feet on the Project Site as generally depicted on Exhibit A; and

WHEREAS, the Developer has requested that the Village confirm that it will be permitted to construct buildings of at least a certain size on the Project Site prior to undergoing significant capital outlay to acquire the Project Site; and

WHEREAS, the Village wishes to provide certainty to the Developer regarding the building sizes that will be permitted on the Project Site;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:

Section 1. Authorization and Direction to Enter into Preliminary Development Agreement. The Mayor of the Village of Commercial Point, for and in the name of the Village, is hereby authorized and directed to enter into a Preliminary Development Agreement with the Developer in a substantially similar form to the agreement attached as Exhibit A to this Ordinance, which is incorporated herein by reference.

Section 2. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. Emergency Declaration; Effective Date. Because the Preliminary Development Agreement will enable the Developer to make necessary business decisions to facilitate development of the Project Site, which development must commence promptly in order to enable Developer to pursue without delay competitive opportunities, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the Village of Commercial Point, and shall, therefore, go into effect immediately upon passage.

Vote on Suspension of the Readings:

Motion by: Jason Thompson

2nd: Laura Wolfe

Roll Call:

Yes Jason Thompson

Yes Aaron Grassel

N/A Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

Vote on Passage of the Ordinance:

Motion by: Jason Thompson

2nd: Aaron Grassel

Roll Call:

Yes Jason Thompson

Yes Aaron Grassel

N/A Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

ORDINANCE 2021-53

Adopted this 20th day of December, 2021.


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:


Joshua Cartee, Village Solicitor

ORDINANCE 2021-53
Exhibit A

PRELIMINARY DEVELOPMENT AGREEMENT

This Agreement entered into this ____ day of _____, 20__, is made and entered into by and among the Village of Commercial Point (the "Village"), a political subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council"); and Pizzuti/TMD LLC, an Ohio limited liability company (the "Developer").

WHEREAS, the Developer is in the process of acquiring approximately 297.68 acres known as Lot Number 11 in RICKENBACKER EXCHANGE PART 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 79, Recorder's Office, Pickaway County, Ohio (the "Project Site"); and

WHEREAS, the Developer plans to construct buildings with a combined total of approximately 4,140,500 square feet on the Project Site as generally depicted on Exhibit A to this Agreement; and

WHEREAS, the Developer has requested that the Village confirm that it will be permitted to construct buildings of at least a certain size on the Project Site prior to undergoing significant capital outlay to acquire the Project Site; and

WHEREAS, the Village wishes to provide certainty to the Developer regarding the building sizes that will be permitted on the Project Site;

NOW, THEREFORE, the Developer and the Village, in consideration of the mutual covenants set forth herein, agree that:

- 1.1 Contingent on Developer meeting all Village required zoning and engineering requirements including, but not limited to, lot setbacks—through the variance process or otherwise—Developer will be permitted to construct its buildings up to the sizes generally depicted on Exhibit A.
- 1.2 The Parties agree that this approval only applies to the size of the buildings on the Project Site, and does not eliminate the requirement that Developer must apply for major site plan(s), engineering approval(s), and all other requirements described in the Zoning Code of the Village of Commercial Point, as necessary, in order to proceed with construction of the proposed Project Site.
- 1.2 Further, the Parties agree that this Preliminary Development Agreement in no way affects Developer's obligation to enter in to a separate Development Agreement related to public infrastructure, including, but not limited to, public roadways, water lines, sanitary sewer lines, and storm sewers, as well as other matters not related to the general building sizes depicted on Exhibit A, as required by the Village, prior to the commencement of construction of the proposed Project Site.
- 1.3 The Developer and Village each binds itself and its partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

ORDINANCE 2021-53
Exhibit A (continued)

- 1.4 This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.
- 1.5 The Parties agree that this Agreement shall not take effect until the Council provides its approval, or approves of the Parties entering into an Agreement in substantially the same form and on substantially the same terms as this Agreement. Notwithstanding the foregoing, the execution of this Agreement on behalf of the Village will be conclusive evidence that this Agreement has been approved by the Council and the execution of this Agreement on behalf of both the Village and the Developer will be conclusive evidence that this Agreement is in full force and effect.

IN CONSIDERATION WHEREOF, the Village hereby grants the Developer the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this Agreement on the day and year first above written.

ATTEST:

By: _____

VILLAGE OF COMMERCIAL POINT

By: _____

Its: _____

ATTEST:

By: _____

PIZZUTI/TMD LLC,
an Ohio limited liability company

By: _____

Its: _____

Authorized by Ordinance 2021-_____,
enacted on _____, _____, 2021

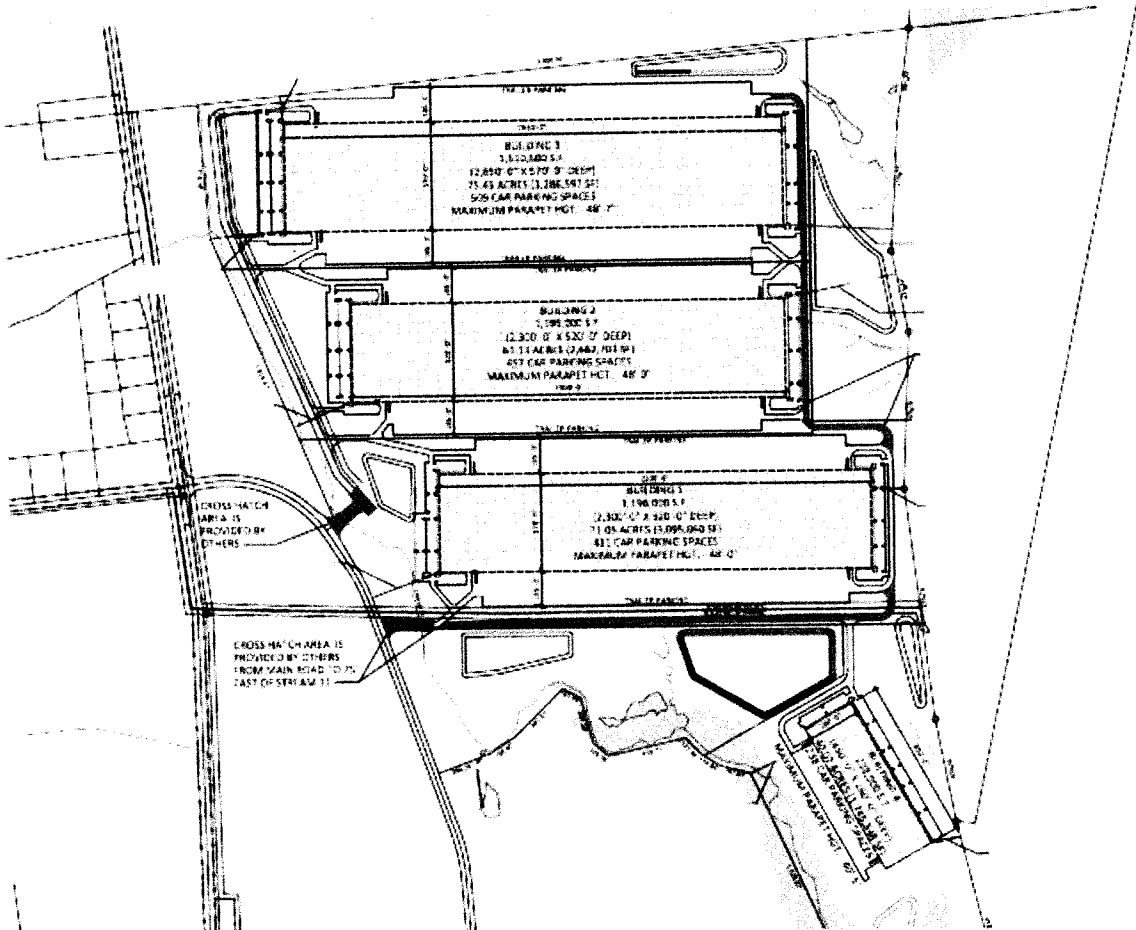
VERIFIED AND CERTIFIED

Wendy Hastings, Fiscal Officer

ACCEPTED AS TO FORM:

Joshua Cartee
Solicitor, Village of Commercial Point

**ORDINANCE 2021-53
Exhibit A (continued)**



TABULAR DATA	
NET AREA	11,312,000 S.F.
TOTAL BUILDING AREA	11,312,000 S.F.



RICKENBACKER EXCHANGE MASTER PLAN
PERMANENT OFFICE
COMMERCIAL PORT, OH



SD-1

PRELIMINARY DEVELOPMENT AGREEMENT

This Agreement entered into this 3rd day of January, 2022, is made and entered into by and among the Village of Commercial Point (the "Village"), a political subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council"); and Pizzuti/TMD LLC, an Ohio limited liability company (the "Developer").

WHEREAS, the Developer is in the process of acquiring approximately 297.68 acres known as Lot Number 11 in RICKENBACKER EXCHANGE PART 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 79, Recorder's Office, Pickaway County, Ohio (the "Project Site"); and

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- 1.4 The Developer and Village each binds itself and its partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

- 1.5 This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.
- 1.6 The Parties agree that this Agreement shall not take effect until the Council provides its approval, or approves of the Parties entering into an Agreement in substantially the same form and on substantially the same terms as this Agreement. Notwithstanding the foregoing, the execution of this Agreement on behalf of the Village will be conclusive evidence that this Agreement has been approved by the Council and the execution of this Agreement on behalf of both the Village and the Developer will be conclusive evidence that this Agreement is in full force and effect.

IN CONSIDERATION WHEREOF, the Village hereby grants the Developer the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this Agreement on the day and year first above written.

ATTEST:

By: 

VILLAGE OF COMMERCIAL POINT

By: 

Its: Mayor

ATTEST:

By: 

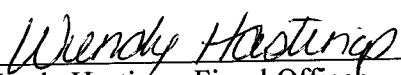
PIZZUTI/TMD LLC,
an Ohio limited liability company

By: 

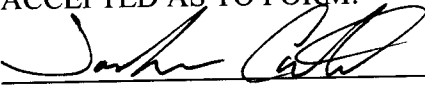
Its: EVP

Authorized by Ordinance 2021-53,
enacted on December, 20, 2021

VERIFIED AND CERTIFIED


Wendy Hastings, Fiscal Officer

ACCEPTED AS TO FORM:


Joshua Cartee
Solicitor, Village of Commercial Point

TABULAR DATA	
SITE ACREAGE	3297.68 ACRES (12,966,941 S.F.)
TOTAL BUILDING AREA	4,140,500 S.F.

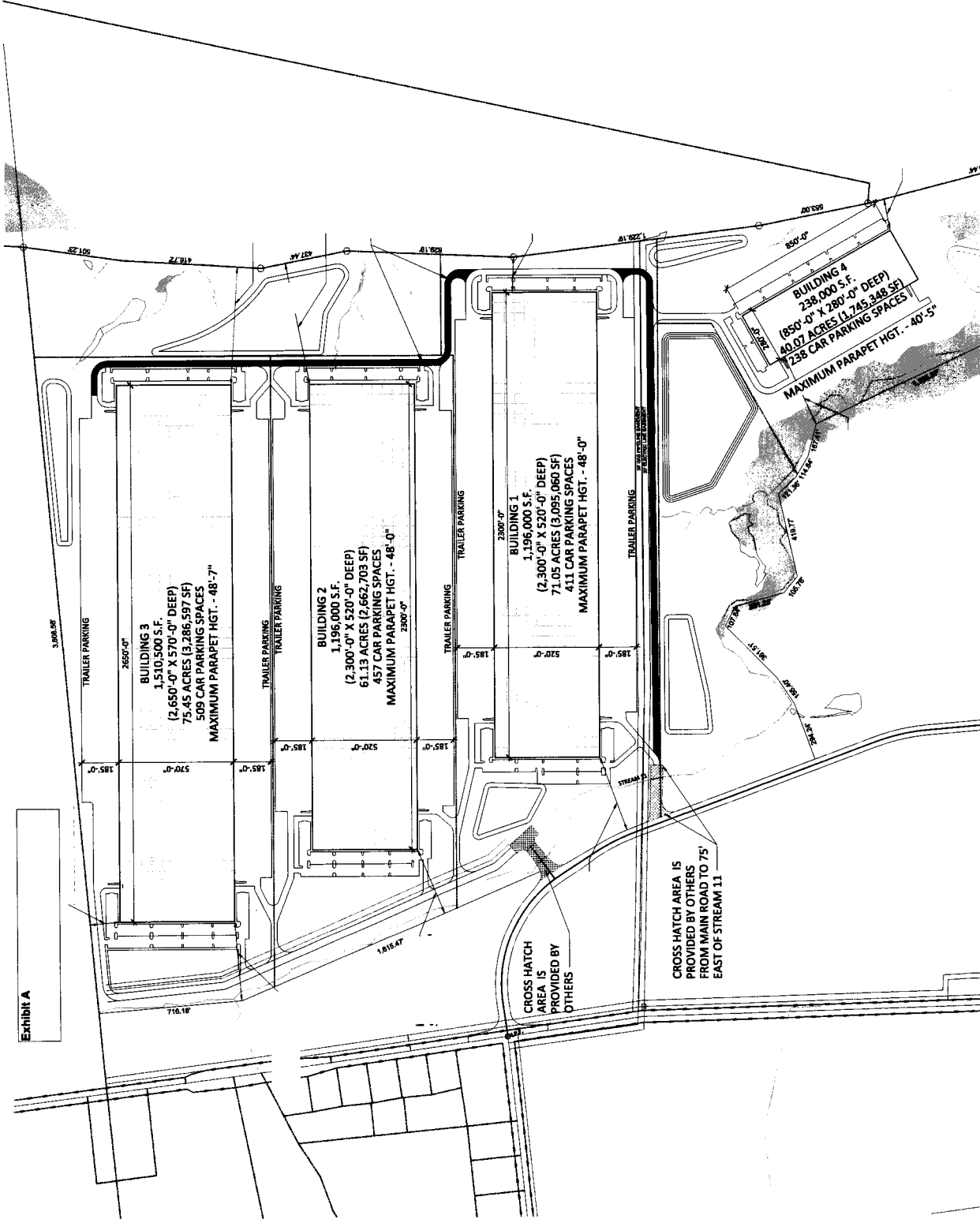


Exhibit A