



Prepared: 01/20/2016
Introduced: 02/02/2016
Revised:
Adopted:
Effective:

ORDINANCE O-02-2016

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR MILLBROOK FARM AT SUGAR RUN, PHASE 1, AS REQUESTED BY PULTE HOMES

WHEREAS, in accordance with New Albany Ordinance 77-91 as amended, and pursuant to written certification by the City Engineer that the improvements and appurtenances thereto for Millbrook Farm at Sugar Run, Phase 1, have been completed to the standards set by Ordinance 77-97 as amended; and

WHEREAS, a two-year maintenance bond in the amount of \$98,900, an engineering inspection fee deposit in the amount of \$1,732, a five-year settlement bond of \$6,850. Prior to second reading, any infrastructure items that cannot be completed due to weather conditions will be identified and a performance bond or escrow amount will be submitted in an amount deemed acceptable to the city as required by codified ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

SECTION 1. The improvements and appurtenances thereto for are hereby accepted. Any weather-related items, street trees and landscaping covered under performance bonds must be installed as outlined in such performance bonds by July 30, 2016.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

SECTION 3. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this Ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council



Prepared: 01/22/2016
Introduced: 02/02/2016
Revised:
Adopted:
Effective:

ORDINANCE O-03-2016

AN ORDINANCE TO ACCEPT THE GENERAL WARRANTY DEED FOR THE PARCELS KNOWN AS 222-004819 (RESERVE A OF MILLBROOK FARM AT SUGAR RUN) AND 222-004820 (RESERVE B OF MILLBROOK FARM AT SUGAR RUN) FROM GRAYWOLF PROPERTIES LLC FOR PUBLIC PARKLAND

WHEREAS, Resolution R-24-2015 was adopted by the New Albany Council on May 19, 2015 approving the final plat for Millbrook Farm at Sugar Run, which included the commitment to dedicate reserves A and B to the City for public parkland; and

WHEREAS, the general warranty deeds have since been provided to the City of New Albany by Graywolf Properties LLC granting to the city the parkland which was required and committed to; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this parkland will be donated.

NOW, THEREFORE, BE IT ORDAINED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. City Council hereby accepts the lands, described in the general warranty deed attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

SECTION 2. That the general warranty deed is attached to this Ordinance and made a part hereof as if fully reproduced herein.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

SECTION 4. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this Ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Exhibit A
Ordinance O-03-2016

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Graywolf Properties LLC, an Ohio limited liability company, for valuable consideration paid, grant(s), with general warranty covenants to the City of New Albany, Ohio, whose tax mailing address is _____, the following described Real Property:

Situated in the State of Ohio, County of Franklin, and in the City of New Albany:

Being Reserves A and B of Millbrook Farm at Sugar Run. as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 20150715 0095708 (a/k/a Plat Book 119, page 15) Recorder's Office, Franklin County, Ohio.

Prior Instrument Reference: Instrument Number 201411060148070 and Instrument Number 201411060148073 of the Deed Records of Franklin, County, Ohio.

Parcel Numbers: 222-004819-00 and 222-004820-00
Property Addresses: 0 Steeplechase Lane

Executed this _____ day of January, 2016.

Graywolf Properties LLC

By: _____
Steven Testa, Sole Manager

State of _____
County of _____

Be it remembered, that on this _____ day of January, 2016, before me, the subscriber, a Notary Public, in and for said State, personally came Steven Testa, Sole Manager of Graywolf Properties LLC, who acknowledged the signing thereof to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Notary Public
My Commission Expires: _____

This instrument prepared by:
Steven G. Gentry, Esq.
2000 W. Henderson Road
Suite 355
Columbus, Ohio 43220

Return to STEWART TITLE BOX

File No: 01032-14860



Prepared: 1/22/2016
Introduced: 2/02/2016
Revised:
Adopted:
Effective:

ORDINANCE O-04-2016

AN ORDINANCE TO AMEND THE OYER ESTATES FINAL PLAT TO REMOVE THE RECORDED 30 AND 50 FOOT BUILDING LINES AND TO AMEND THE NEW ALBANY COUNTRY CLUB SECTION 19A FINAL PLAT TO REMOVE THE RECORDED 5, 20, AND 25 FOOT BUILDING LINES AND VACATE KESWICK ALLEY AND THE RECORDED EASEMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF MARKET SQUARE AND MAIN STREET AS REQUESTED BY THE NEW ALBANY COMPANY

WHEREAS, a request has been made by The New Albany Company to remove recorded 30 and 50 foot building setback lines established by the Oyer Estates final plat generally located at the southeast corner of the Main Street (U.S. 62) and Market Square intersection as shown on Exhibit A; and

WHEREAS, a request has been made by The New Albany Company to remove various recorded 5, 20, and 25 foot building lines and to vacate Keswick Alley and the easements in and around Keswick Alley established by the New Albany Country Club Section 19A final plat located at the southwest corner of the Main Street (U.S. 62) and Market Square intersection as shown on Exhibit B; and

WHEREAS, the Oyer Estates final plat's lots are no longer in existence and the removal of the building line are necessary for the current property owner to redevelop the property; and

WHEREAS, the New Albany Country Club Section 19A final plat's lots have been modified since the plat's creation and the removal of the building line and vacation of Keswick Alley and the easements in and around Keswick Alley are necessary for the current property owner to redevelop the property; and

WHEREAS, Council is satisfied that there is good cause for such easement and alley vacations, and setback removals, and that it will not be detrimental to the general interests and shall be approved.

NOW, THEREFORE, BE IT ORDAINED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. That the alley, easements and building setback lines as shown on lots 1A through 2A on the New Albany Country Club Section 19A and lots 1 through 10 on the Oyer Estates final plat, illustrated on the site plans attached and marked Exhibit A and B, are hereby vacated and removed.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions

EXHIBIT A



Erms, Meacham, Hamilton & Tuttle, Inc.
 Engineers • Surveyors • Planners • Scientists
 550 New Albany Road, Columbus, OH 43054
 Phone 614.778.4332 Toll Free: 800.778.8441
 emht.com

EXHIBIT

OYER ESTATES, P.B. 24, P. 98

MARKET STREET DEDICATION AND EASEMENTS, P.B. 96, PP. 9-10
 CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 12, 2016

Job No. 2015-1664

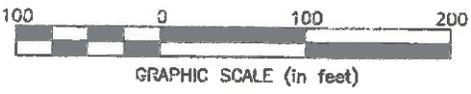
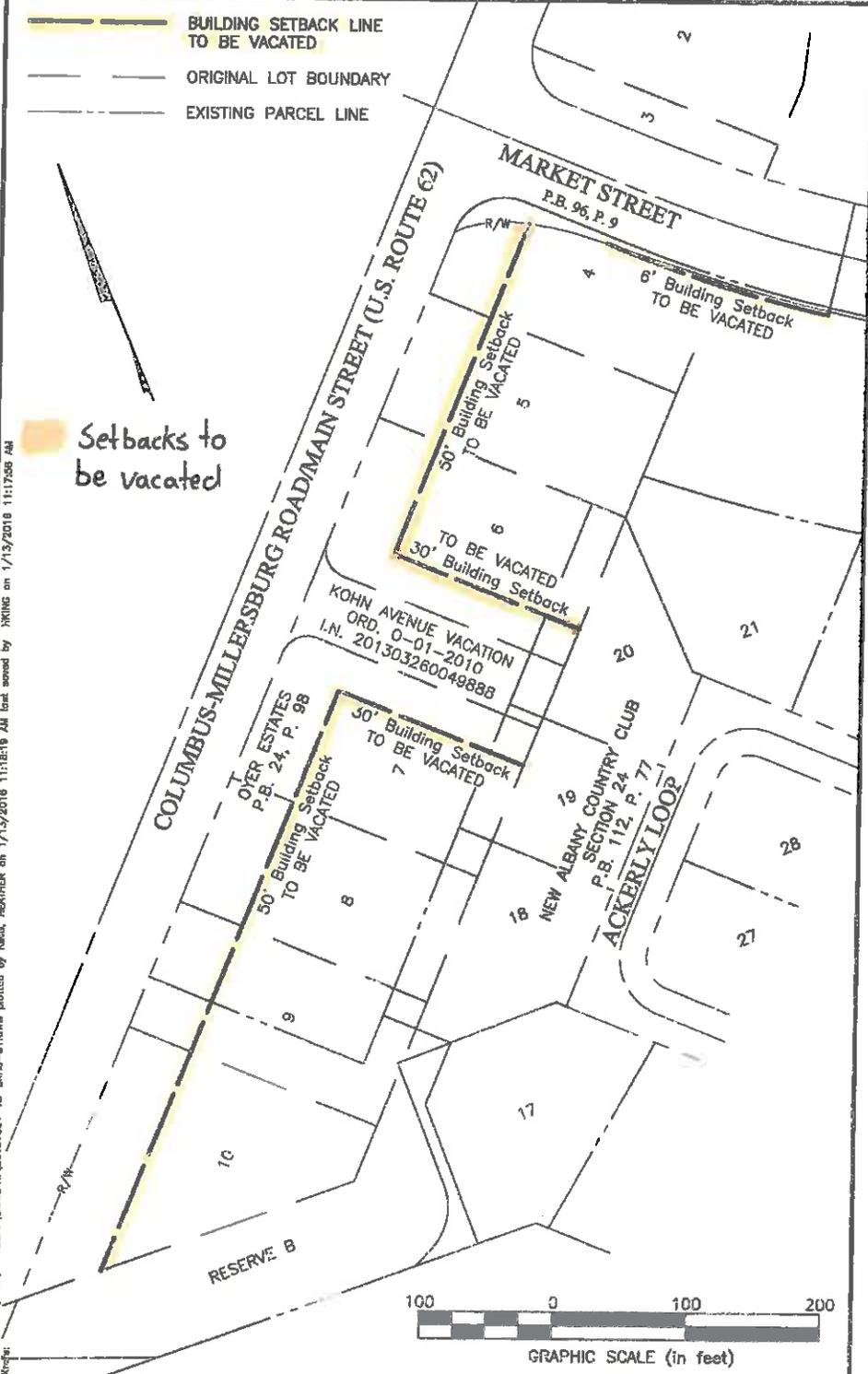
Scale: 1" = 100'

-  BUILDING SETBACK LINE TO BE VACATED
-  ORIGINAL LOT BOUNDARY
-  EXISTING PARCEL LINE



 Setbacks to be vacated

J:\2015\1664\DWG\CASHRETS\EXHIBITS\20151884-NS-EXHIB-01.DWG plotted by HNS on 1/13/2016 11:18:19 AM last saved by HNS on 1/13/2016 11:17:56 AM





Prepared: 2/4/2016
Introduced: 2/16/2016
Amended:
Adopted:
Effective:

ORDINANCE O-05-2016

AN ORDINANCE APPOINTING AND CONFIRMING THE PRESIDENT PRO TEMPORE TO PRESIDE IN THE CITY'S MAYOR'S COURT AND ESTABLISHING THE ADDITIONAL SALARY FOR DOING SO

WHEREAS, The Mayor has the authority to appoint the President *Pro Tempore* to preside over the City's Mayor's Court, subject to Council's approval; and

WHEREAS, The Ohio Supreme Court Rules of Superintendence relating to Mayor's Courts and related authorizing documents address only the "Mayor" or "Acting Mayor", and do not specifically reference the position of President *Pro Tempore*; and

WHEREAS, The Ohio Supreme Court's Miscellaneous Rules regarding mayor's courts, defining "mayors", provide that "Mayor" includes a municipal official who is authorized by statute, charter or municipal ordinance to conduct mayor's court; and

WHEREAS, it is also necessary to establish additional compensation for the President *Pro Tempore* who presides over Mayor's Court.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1. The President *Pro Tempore* is hereby appointed by the Mayor and approved and authorized by Council to preside over Mayor's Court.

Section 2. The President *Pro Tempore* who is regularly scheduled to preside in Mayor's Court, averaging two court sessions per month, shall receive Five Thousand One Hundred Twenty-Five Dollars (\$5,125.00) per year in additional salary.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(b) of the New Albany Charter, this Ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

ATTEST:

Sloan T. Spalding, Mayor

Jennifer H. Mason, Clerk of Council

APPROVED AS TO FORM:

Mitchell Banchefsky, Law Director

I hereby certify that copies of this Ordinance were posted in accordance with Section 6.12 A of the Revised Charter starting on _____.

Jennifer H. Mason, Clerk of Council

Date



Prepared: 2/05/2016
Introduced: 2/16/2016
Amended:
Adopted:
Effective:

RESOLUTION R-06-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DECLARE CERTAIN VEHICLES AS SURPLUS PROPERTY AND DIRECTING THE SALE OF SURPLUS PROPERTY

WHEREAS, the City of New Albany, Ohio (the "City") owns the vehicles itemized on the attached Exhibit A, hereinafter referred to as "surplus property"; and

WHEREAS, upon recommendation of the City Manager, it has been determined that the surplus property is obsolete and no longer serves any municipal use by the City; and

WHEREAS, the surplus property is usable by certain individuals who would bid at auction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1: That the City Manager is hereby authorized and directed to sell at auction the surplus property.

Section 2: That as directed in the Ohio Revised Code, all proceeds of the sale shall be deposited in the Municipal Treasury to the credit of the General Fund.

Section 3: Pursuant to the Article VI of the charter of the City of New Albany, this Resolution shall take effect upon passage.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Attest:

Sloan T. Spalding,
Mayor

Jennifer H. Mason,
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky,
Law Director

Exhibit A

List of Vehicles declared surplus property:

<u>Department</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>	<u>Mileage</u>
Public Service	1999	Intern. Dump	4900	1HTSDAAR8XH674198	80,597
Public Service	2001	Intern. Dump	4900	1HTSDAARX1H343811	70,855
Public Service	2002	GMC Sweeper	A7000	1GDM7C1C02J515693	39,708



Prepared: 02/05/2016
Introduced: 02/16/2016
Amended:
Adopted:
Effective:

RESOLUTION R-07-2016

A RESOLUTION TO SUPPORT SIGNAGE STANDARDS ALONG CITY OF NEW ALBANY CORRIDORS, THE VILLAGE CENTER AND CITY GATEWAYS

WHEREAS, the desirability of New Albany as a community is directly related to the quality of the built environment; and

WHEREAS, signage along the city's corridors, within the village center and at the city's gateways should reflect the values and aesthetics of the community; and

WHEREAS, to promote uniformity and consistency of regulatory signs, the same standards should be utilized for all development within the city.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of New Albany, Counties of Franklin and Licking, State of Ohio:

SECTION 1: Regulatory signs within the New Albany Village Center shall utilize metal as the primary material. Signs outside of the Village Center should utilize wood as the primary material. Additional specifications for regulatory signage; including but not limited to, dimensions, framing, post sizes and design details, shall be followed for all development as outlined in standard drawings; which may be amended from time to time by the city engineer. Examples are set forth on Exhibits A and B.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of this Council and any decision making bodies of the Municipality of New Albany which resulted in such formal actions were in meetings open to the public or in compliance with all legal requirements of the Municipality of New Albany, Franklin and Licking Counties, Ohio

SECTION 3: Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Attest:

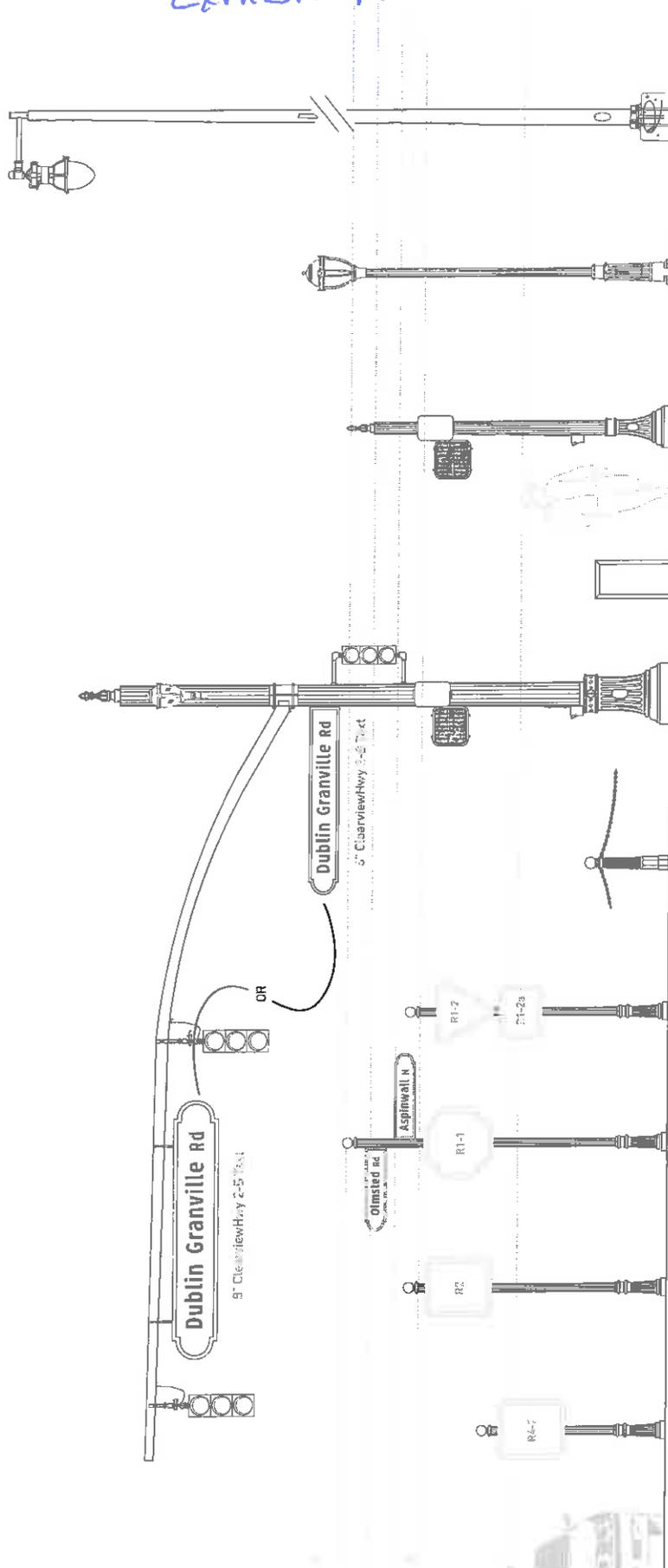
Sloan T. Spalding,
Mayor

Jennifer H. Mason,
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky,
Law Director

Exhibit A



Median Sign	Speed Limit Sign	Street/Stop Sign	Yield Sign	Ball and Chain	Village Center	Bike Rack	Village Center	Village Center	Healthy New Albany
<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green 	<ul style="list-style-type: none"> Standard Industries Ball: 4' Flat Post: 4' Flat Base: 55-56 Color: Essex Green

MUNICIPAL & REGULATORY SIGNAGE

Exhibit B

	<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>	<p>Greenward Rd →</p>		<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>
	<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>	<p>Greenward Rd →</p>		<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>
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	<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>	<p>Greenward Rd →</p>		<p>Advance Notice - Road Sign</p> <p>14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H 14.5" W x 28" H</p>



Prepared: 2/05/2016
Introduced: 2/16/2016
Revised:
Adopted:
Effective:

RESOLUTION R-08-2016

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF A SECTION OF MINK ROAD BETWEEN BEAVER ROAD AND WORTHINGTON ROAD

WHEREAS, Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners; and

WHEREAS, Section 301.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform or render; and

WHEREAS, the Licking County Board of Commissioners require municipalities to enter into a Road Maintenance Agreement when the annexation of land to the municipality causes a roadway or a section thereof to be divided between two political jurisdictions along its center line; and

WHEREAS, the pending annexation of approximately 73 acres of land located west of Mink Road, causes a section of Mink Road to be divided between the City of New Albany and Licking County along the center line of the roadway.

NOW, THEREFORE, BE IT RESOLVED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. That the City Manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Licking County Board of Commissioners.

SECTION 2. Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Attest:

Sloan T. Spalding,
Mayor

Jennifer H. Mason,
Clerk of Council

Approved as to form:

Mitchell Banchefsky,
Law Director

PROPOSED

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
APPROVED BY:	
DATE:	

EXHIBIT A.

ANNEXATION OF 74.598 ACRES

FROM: TOWNSHIP OF JERSEY
TO: CITY OF NEW ALEANY

Situated in the State of Ohio, County of Licking, Township of Jersey, in Lot 1, Quarter Township 2, and Sections 13 and 14, Quarter Township 3, Township 2, Range 15, United States Military Lands, being comprised of all of those tracts of land conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 201511050024177 and 201511170024864, all of those tracts of land conveyed to Lisa A. Murphy, Trustee by deed of record in Instrument Number 201601050000147, and all of that tract of land conveyed to Mink Corner Holdings LLC by deed of record in Instrument Number 201406090010252, (all references are to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Mink Street (County Road 41) with Beaver Road;

Thence South 29° 32' 02" West, with the centerline of said Mink Street, a distance of 200.50 feet to the southeasterly corner of that 2.231 acre tract conveyed to Ronald Lee and Pamela Sue Howell by deed of record in Official Record 532, Page 258, the TRUE POINT OF BEGINNING for this description;

Thence South 29° 32' 02" West, with said centerline, a distance of 193.01 feet to a point;

Thence South 27° 47' 42" West, with said centerline, a distance of 1024.74 feet to the northeasterly corner of that 0.576 acre tract conveyed as Parcel 84-WDV to Licking County by deed of record in Instrument Number 200503230008436;

Thence North 62° 17' 59" West, with the northerly line of said 0.576 acre tract, a distance of 72.90 feet to a point in the westerly right of way line of said Mink Street;

Thence South 31° 13' 30" West, with said westerly right of way line, a distance of 326.32 feet to the northwesterly corner of that 1.349 acre tract conveyed as Parcel 83-WDV to Licking County by deed of record in Instrument Number 200805160011422, the northeasterly corner of that 6.297 acre tract conveyed to Jerry Lynn Hill and Dorothy Jean Seton Hill by deed of record in Deed Book 810, Page 891;

Thence North 76° 34' 23" West, with the northerly line of said 6.297 acre tract, a distance of 719.47 feet to the northeasterly corner of that 4.882 acre tract conveyed to Wilsons Lawn care & Landscaping, LLC by deed of record in Instrument Number 201206060012508;

Thence North 83° 36' 23" West, with the northerly line of said 4.882 acre tract, a distance of 425.95 feet to the northwesterly corner thereof;

Thence South 03° 28' 44" West, with the westerly line of said 4.882 acre tract, a distance of 508.33 feet to the northeasterly corner of that 0.585 acre tract conveyed as Parcel 73-WDV to Licking County by deed of record in Instrument Number 200805160011426;

Thence North 88° 33' 16" West, with the northerly line of said 0.585 acre tract, a distance of 219.87 feet to a point in the easterly line of that 0.160 acre tract conveyed as Parcel 70-WDV to Licking County by deed of record in Instrument Number 200703150006591;

Thence North 03° 26' 31" East, with the easterly lines of said 0.160 acre tract and that 14.510 acre tract conveyed to Edward L. Bright and Debbi S. Bright by deed of record in Official Record 318, Page 627, a distance of 527.33 feet to a point;

Thence North 83° 36' 23" West, with a northerly line of said 14.510 acre tract, a distance of 31.69 feet to a point;

Thence North 02° 58' 27" East, with an easterly line of said 14.510 acre tract, a distance of 1400.53 feet to a point in the southerly line of that 162.114 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201508210017779;

Thence South 86° 45' 13" East, with said southerly line, a distance of 399.23 feet to the southeasterly corner thereof;

Thence North 02° 58' 27" East, with the easterly line of said 162.114 acre tract, a distance of 231.29 feet to a point;

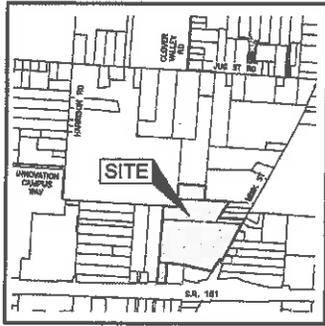
ANNEXATION OF 74.598 ACRES

TO THE CITY OF NEW ALBANY FROM THE TOWNSHIP OF JERSEY

LOT 1, QUARTER TOWNSHIP 2, AND SECTIONS 13 & 14, QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY LANDS

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
Not to Scale

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE
EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 9266.97 feet, of which 1003.52 feet is contiguous with the City of New Albany giving 11% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

By: Matthew A. Kirk Date: _____
Professional Surveyor No. 7865

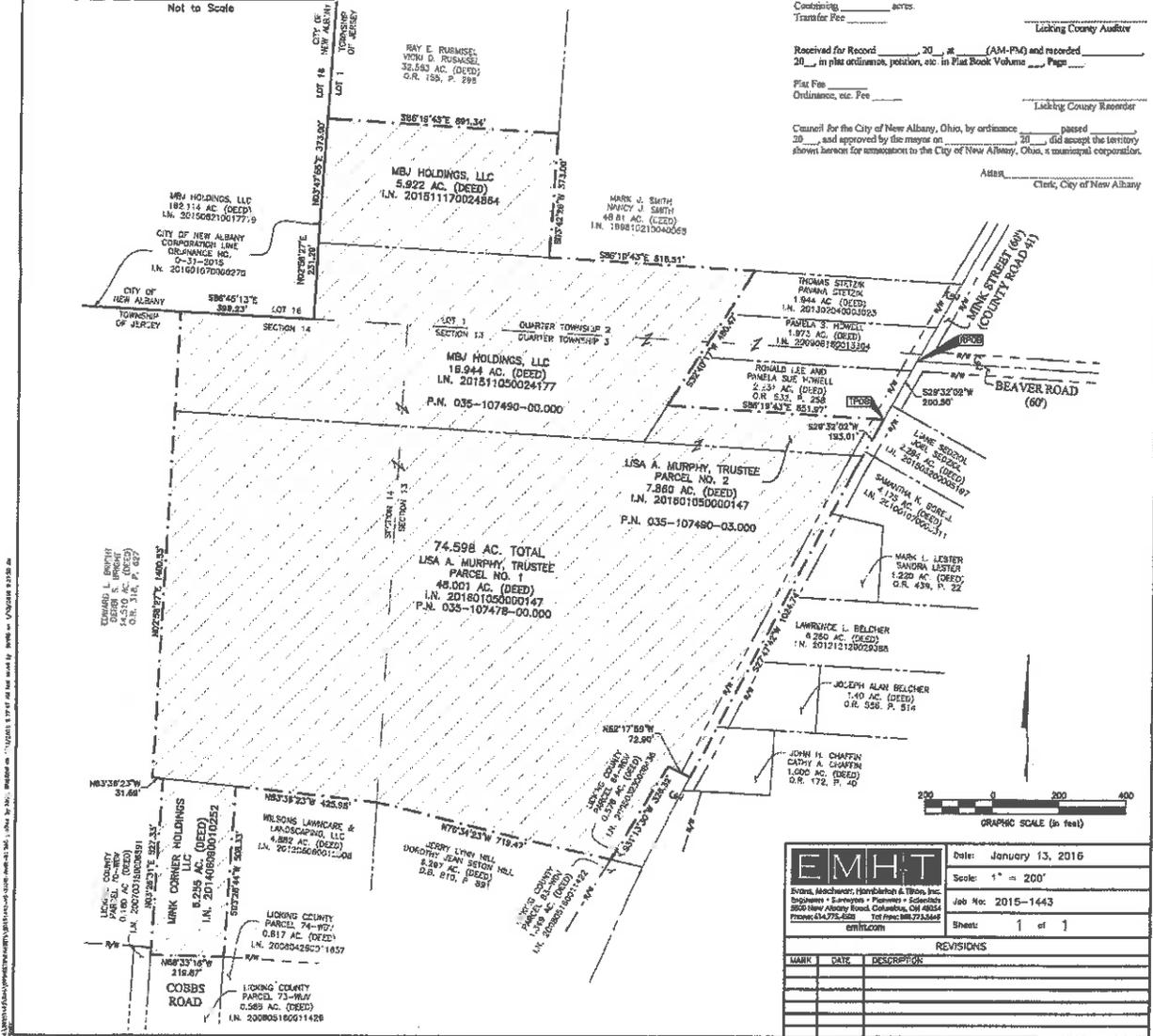
Proposed Annexation
of 74.598 acres to the City of New Albany

The within map marked exhibit "A" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on _____, 20____, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners
The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of New Albany, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same:

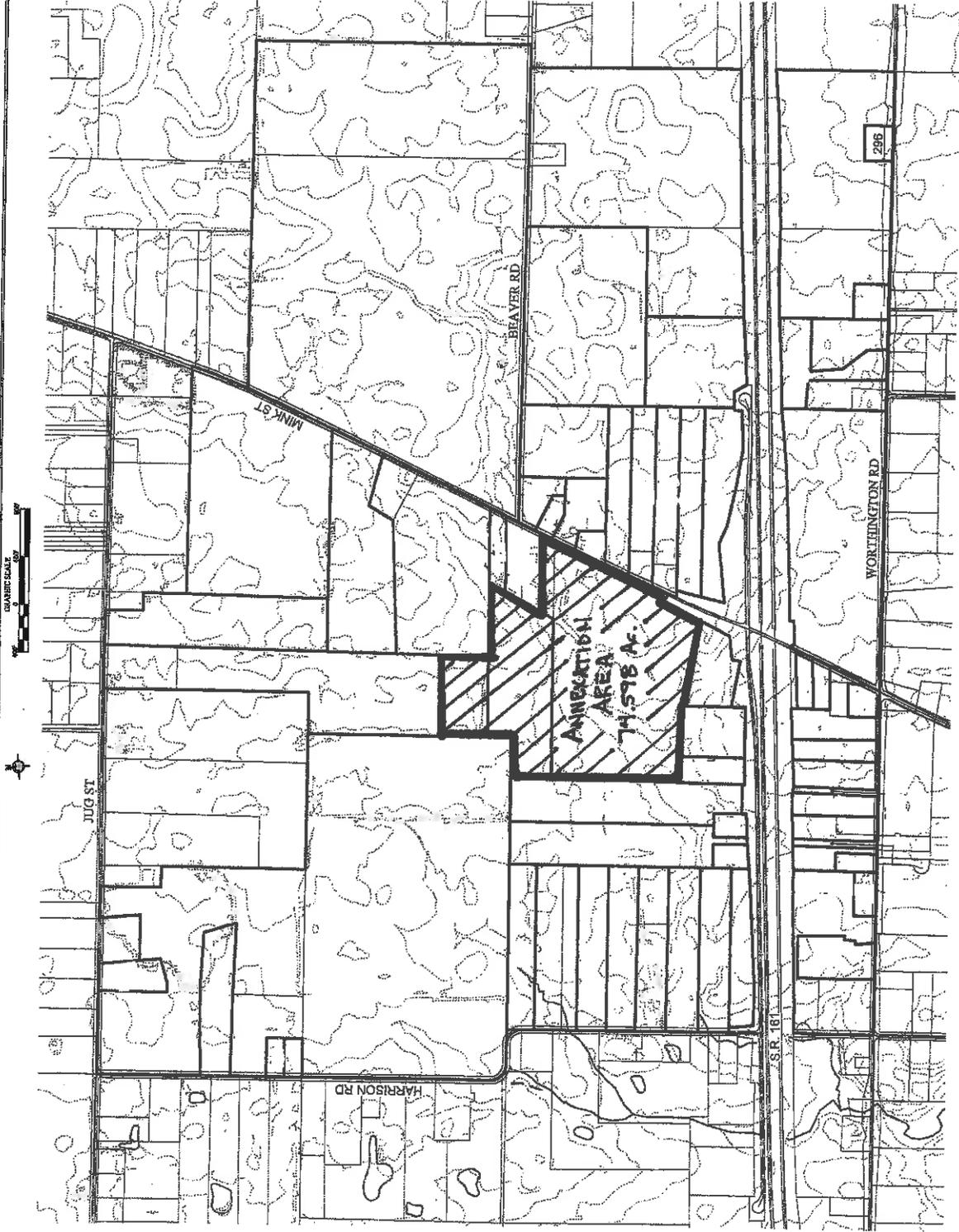
Board of Licking County Commissioners

Petition Received _____ 20____ Commissioner _____
Petition Approved _____ 20____ Commissioner _____
Transferred this _____ day of _____, 20____, upon the duplicates of this office Licking County Auditor _____
Containing _____ acres. Transfer Fee _____ Licking County Recorder _____
Received for Record _____ 20____ at _____ (AM-PM) and recorded _____ 20____, in plus ordinance, petition, etc. in Plat Book Volume _____ Page _____
Plat Fee _____ Licking County Recorder _____
Ordinance, etc. Fee _____ Licking County Recorder _____
Council for the City of New Albany, Ohio, by ordinance passed _____ 20____, and approved by the mayor on _____ 20____, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.
Attest: _____ Clerk, City of New Albany



<p>EMHT Engineering, Mapping, Surveying & Planning, Inc. 2800 New Albany Road, Columbus, OH 43254 Phone: 614-772-6228 Fax: 614-772-3245 emht.com</p>		Date: January 13, 2016
		Scale: 1" = 200'
		Job No: 2015-1443
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

EXHIBIT C





Prepared: 02/04/2016
Introduced: 02/16/2016
Revised:
Adopted:
Effective:

RESOLUTION R-09-2016

A RESOLUTION TO AUTHORIZE THEN AND NOW CERTIFICATES WITHIN THE GENERAL FUND AND THE CAPITAL EQUIPMENT REPLACEMENT FUND

WHEREAS, The Community Development Department received an invoice in FY 2016 from the Franklin County Board of Health for plumbing inspections performed in FY 2015; and

WHEREAS, The City Finance Director has confirmed that funds were available in the General Fund to compensate the Franklin County Board of Health; and

WHEREAS, The Public Service Department placed an order for two dump trucks in FY 2014 with an expected delivery date of late FY2015. The trucks were not built to City specifications and were refused at delivery in FY2015. The trucks were re-ordered in FY 2015; however, the funds for payment were not encumbered until FY2016; and

WHEREAS, The City Finance Director has confirmed that funds were available in the Capital Equipment Replacement Fund to compensate Stoops Freightliner and Henderson Products, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

SECTION 1. Council hereby authorizes a "Then and Now" certificate pursuant to ORC 5705.41 (D) (2) to authorize payment in the amount of \$8,000.00 to the Franklin county Board of Health; and

SECTION 2. Council hereby authorizes a "Then and Now" certificate pursuant to ORC 5705.41 (D) (2) to authorize payment in the amount of \$160,000 to Stoops Freightliner and \$120,000 to Henderson Products, Inc.

CERTIFIED AS ADOPTED this _____ day of _____, 2016.

Attest:

Sloan T. Spalding,
Mayor

Jennifer H. Mason,
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky,
Law Director

**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Resolution R-09-2016 were posted for 30 days starting on _____
_____, 2016.

Jennifer H. Mason, Clerk of Council

Date



Prepared: 02/05/2016
Introduced: 02/16/2016
Amended:
Adopted:
Effective:

RESOLUTION R-10-2016

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP

WHEREAS, the City and the Township share certain boundaries and therefore have a shared interest in the general area found south of SR 161, north of Morse Road, west of Harrison Road and east of the Franklin County Corporation boundary as illustrated in the exhibits of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property comprised of three real estate parcels totaling approximately 69.1+/- acres (Annexation Parcels), will be the subject of an annexation petition to be filed with the Licking County Commissioners soon after the Effective Date; and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development on the property and to provide for public infrastructure improvements that will serve the residents and property owners of the City and Township; and

WHEREAS, the Ohio Revised Code Sections 709.021 and 709.022 establish provisions for the annexation of property that includes an annexation agreement between the City and the Township; and

WHEREAS, in furtherance of this relationship, the City and the Township desire to enter this Agreement to memorialize the terms of their mutual agreement on the procedure under which the annexation(s) of the Property to the City will occur in order to ensure that such annexation(s) are completed in accordance with the procedure that has been historically utilized by the City; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby authorizes the City Manager to enter into an annexation agreement with Jersey Township.

Section 2. This Agreement shall cover and be applicable only to the Property which is identified in Exhibit A, attached herein. The area/boundaries of the Property to which this agreement applies shall not be reduced, enlarged, modified, or altered in any way except by written mutual agreement of the parties approved authorizing legislation from both the legislative authority of the Township and the City. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.

Section 3. On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the approval of the Licking County Board of Commissioners and acceptance of the annexation by the City, be annexed to and accepted by the City under the conditions set forth in the annexation agreement.

Section 4. Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of February, 2016

ATTEST:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

APPROVED AS TO FORM:

Mitchell Banchefsky,
Law Director

CERTIFICATE OF COPY

I, Jennifer Mason, Clerk of Council of the City of New Albany, Ohio, hereby certify that this document is a true and correct copy of Resolution No. R-10-2016 passed by the Council on February 16, 2016, signed by Mayor Sloan Spalding and will become effective on February 16, 2016.

Jennifer Mason, Clerk of Council

Date

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement"), is entered into as of the last date of signature below (the "Effective Date") by and between the City of New Albany, Ohio (the "City"), an Ohio Charter municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054, and the Township of Jersey, Licking County, Ohio (the "Township"), a township duly organized and validly existing under the laws of the State of Ohio having its address at 1481 Mink Street, Pataskala, Ohio 43062.

W I T N E S S E T H:

WHEREAS, the City and the Township share certain boundaries and therefore have a shared interest in the general area found south of SR 161, north of Morse Road, west of Harrison Road and east of the Franklin County Corporation Line as illustrated in Exhibit B; and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development within the agreement area and to provide for public infrastructure improvements that will serve the residents and property owners of the City and the Township; and

WHEREAS, in furtherance of this relationship, the City and the Township desire to enter this Agreement to memorialize the terms of their mutual agreement on the procedure under which future annexation(s) of the Property within the agreement area to the City will occur in order to ensure that such annexation(s) are completed in accordance with the procedure that has been historically utilized by the City; and

WHEREAS, the City desires to work in good faith with the Township in order to identify certain public infrastructure improvements that the City will construct and fund in the general vicinity of the Property that will serve residents and property owners in the Township and the City.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Territory Defined: This Agreement shall cover and be applicable only to the Property, which is presently located within the boundaries of the Township. The boundaries of the Property shall not be reduced, enlarged, modified, or altered in any way except by written consent approved and given by the legislative authorities of both the City and the Township by means of appropriate action authorizing such reduction, enlargement, modification, or alteration. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.
2. Annexation of the Property: On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the final approval of the Licking County Board of Commissioners (the "Commissioners"), be annexed to and accepted by the City under the conditions hereinafter set forth in this Section 2 and subject to all other conditions and limitations in this Agreement. It is anticipated that the real property identified in Exhibits

A and B attached hereto and incorporated by reference will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.

- A. Procedure: Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
 - B. Effect of Annexation: Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
 - C. In the event that the annexed Properties' redevelopment and associated change in use from agricultural and/or residential uses to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property in tax years 2016 through 2020, when compared with property tax revenue received by the Township for tax year 2015 (January 1, 2015 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
 - D. Cooperative Efforts: Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
3. Public Infrastructure: In addition to their agreement regarding annexation of the Property as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve are in the vicinity of the Property. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Beech and Worthington roads.

Certain additional public infrastructure improvements also may need to be made by the City from time-to-time in the future in order to serve the area generally identified as the "New Albany International Business Campus".

The City and the Township shall make reasonable and good faith efforts to identify such public infrastructure improvements in the future as the need arises and to negotiate the specifications and parameters for such improvements. Any commitments regarding the construction and/or financing of improvements as contemplated in this Section 3 shall require the prior approval of the New Albany City Council.

4. Miscellaneous:

A. The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on the fiftieth (50th) anniversary of the Effective Date (the "Initial Term"). Unless the legislative authority of the City or the Township, at least ninety (90) days before the expiration of the Initial Term or any subsequent term as provided herein, acts to terminate the Agreement at the expiration of said term, this Agreement shall automatically renew for consecutive terms of twenty (20) years each, with no limit on the number of renewal terms.

B. Notices. Any notice required to be given hereunder shall be given in writing by ordinary United States mail, postage prepaid, by nationally recognized overnight courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to City:

The City of New Albany
Attn: Joseph Stefanov
City Manager
99 W. Main Street
New Albany, Ohio 43054
Fax: _____

If to Township:

Jersey Township Board of Trustees

Fax: _____

Notices shall be deemed received at the earlier of (i) actual hand delivery to the address of the receiving party, (ii) when received or when receipt is refused or (iii) two business days following proper deposit in the United States mail or delivery by facsimile.

C. Entire Contract. This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the City and the Township.

D. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

[Remainder of this page intentionally blank – Signatures on following page.]

City of New Albany

By: _____
Joseph Stefanov, City Manager

Approved as to Form:

Mitchell Banchefsky,
Law Director

Jersey Township

By: _____
Derek Myers, Trustee

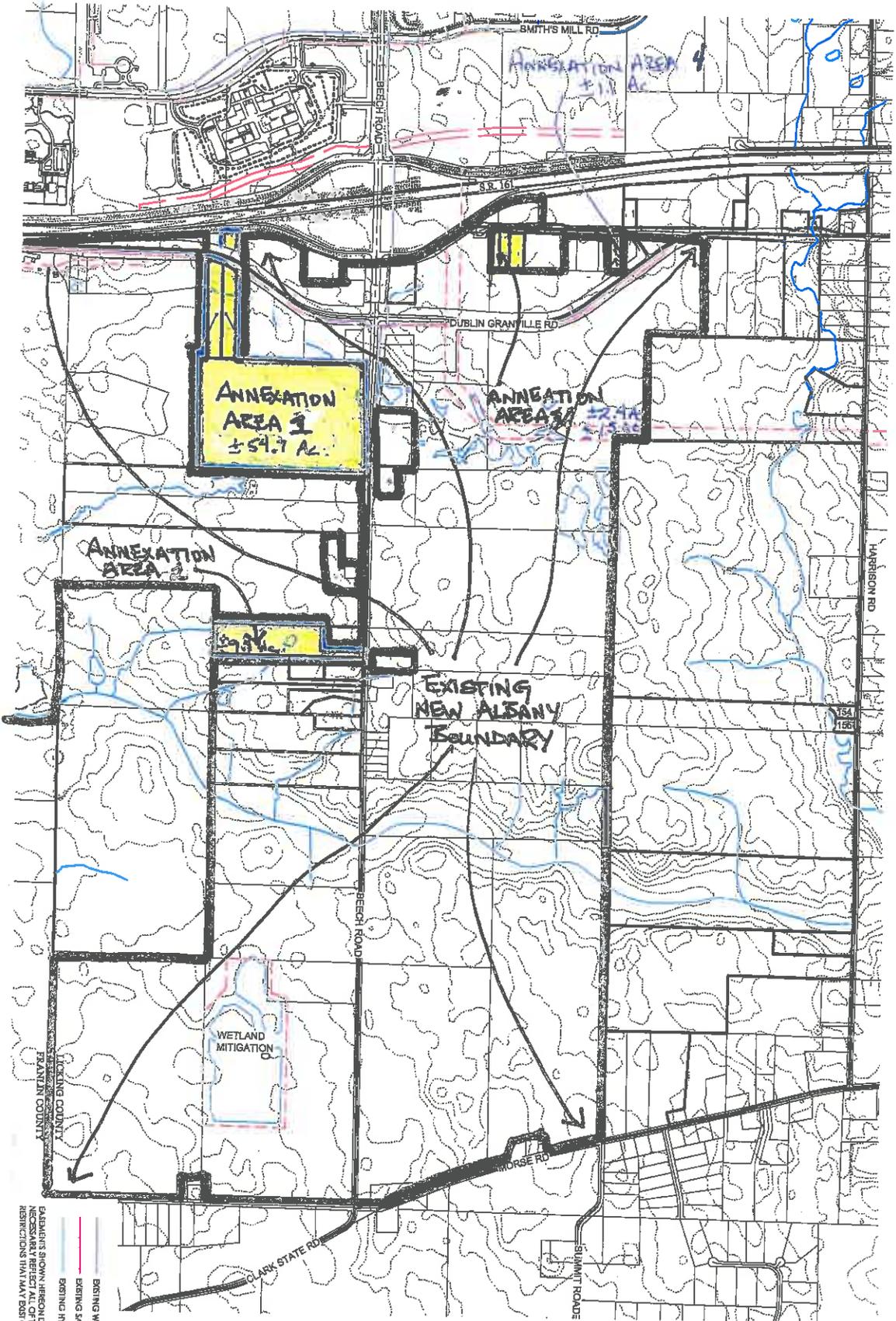
By: _____
Jim Endsley, Trustee

By: _____
Ed Bright, Trustee

Approved as to Form:

[INSERT NAME AND TITLE]

Exhibit C



EXISTING WATER MAIN
EXISTING SANITARY SEWER
EXISTING HYDROLOGY
ELEVATIONS SHOWN HEREON DO NOT
NECESSARILY REFLECT ALL OF THE
RESTRICTIONS THAT MAY EXIST ON THIS SITE.