



Prepared: 09/20/2018
Introduced: 10/02/2018
Revised:
Adopted: 10/2/2018
Effective: 10/2/2018

RESOLUTION R-33-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP TO PROVIDE FOR THE ANNEXATION OF 357.2 +/- ACRES LOCATED ADJACENT TO HARRISON ROAD

WHEREAS, the City of New Albany and the Township of Jersey share certain boundaries and therefore have a shared interest in the general area found immediately west of Harrison Road, east of Beech Road, south of Worthington Road and north of Morse Road, as illustrated and described in the exhibits of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property comprised of a real estate parcel totaling approximately 357.2+/- acres (Annexation Parcel), 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.

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 substantially similar to the attached Exhibit C.

Section 2. This Agreement shall cover and be applicable only to the Property which is identified in Exhibits A and B of the annexation agreement, 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. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution 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 5. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 02 day of Oct, 2018.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

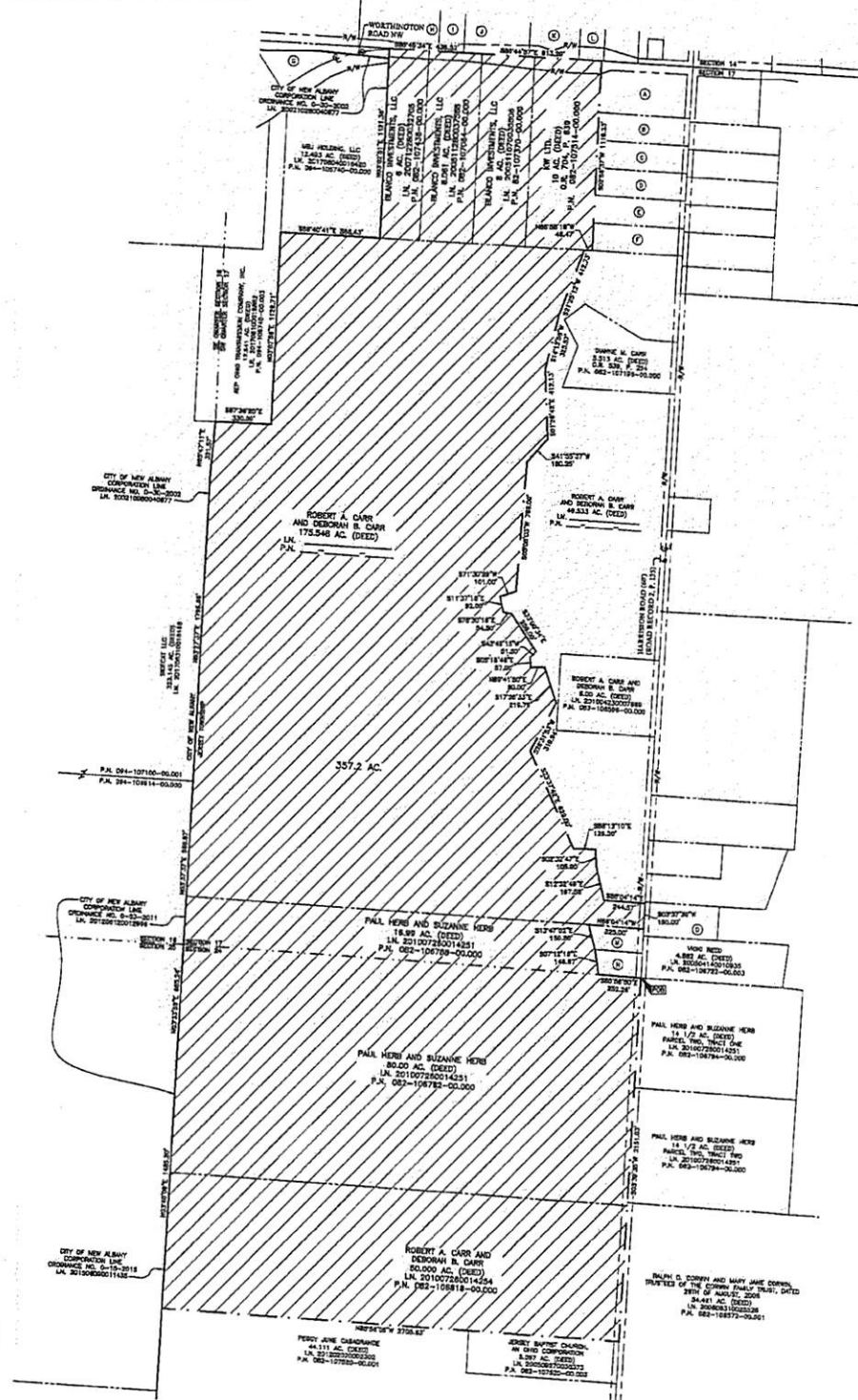
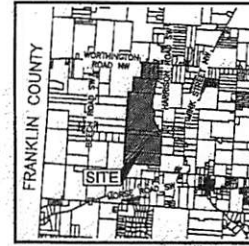
Approved as to form:


Mitchell H. Banchefsky
Law Director

ANNEXATION OF 357.2± ACRES

SECTIONS 17 AND 24, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

EXHIBIT A - R-33-2018



- 1. DEEDMAN'S CORNER, L.L.C.
3.881 AC. (DEED)
LA. 201007280014251
P.A. 082-108478-02.000
- 2. ROBERT A. DARR AND JOHN A. DARR
3.022 AC. (DEED)
LA. 20080606000713
P.A. 082-108478-02.000
- 3. DANIEL M. DARR
3.018 AC. (DEED)
LA. 201007280014251
P.A. 082-108478-02.000
- 4. JOHN A. DARR
3.011 AC. (DEED)
LA. 20080606000713
P.A. 082-108478-02.000
- 5. JOHN A. DARR AND MICHELLE P. DARR
3.011 AC. (DEED)
LA. 20080606000713
P.A. 082-108478-02.000
- 6. DANIEL M. DARR
3.000 AC. (DEED)
LA. 20080606000713
P.A. 082-108478-02.000
- 7. BOARD OF COMMISSIONERS OF LICKING COUNTY, OHIO
PARCELS 7-10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 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1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 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2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 21

**PROPOSED ANNEXATION
357.2± ACRES**

EXHIBIT B - R-33-2018

FROM: JERSEY TOWNSHIP, LICKING COUNTY OHIO

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Sections 17 and 24, Township 2, Range 15, United States Military District, and being all of that 50.000 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number 201007260014254, all of that 80.00 acre tract conveyed to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, all of that 16.99 acre tract conveyed to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, all of that 175.548 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number _____, all of that 10 acre tract conveyed to KW Ltd., by deed of record in Official Record 704, Page 639, all of that 8 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200511070035506, all of that 8.061 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200511280037568, and all of that 6 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200712280032705, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING, in the common line to Section 17 and Section 24, in the centerline of Harrison Road of record in Road Record 2, Page 135, in the southwesterly corner of that 4.862 acre tract conveyed to Vicki Reed by deed of record in Instrument Number 200504140010935, the northwesterly corner of that 14 1/2 acre tract conveyed as Parcel Two, Tract One to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, the northeasterly corner of said 80.00 acre tract, the southeasterly corner of that 0.8808 acre tract conveyed to Kirk E. Seeman and Lynn L. Seeman by deed of record in Instrument Number 200201250003232;

Thence South 03° 39' 35" West, with the centerline of said Harrison Road, with the easterly line of said 80.00 acre tract, with the easterly line of said 50.000 acre tract, with the westerly line of said 14 1/2 acre tract conveyed as Parcel Two, Tract One, with the westerly line of that 14 1/2 acre tract conveyed as Parcel Two, Tract Two to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, with the westerly line of that 54.421 acre tract conveyed to Ralph O. Corwin and Mary Jane Corwin, Trustees by deed of record in Instrument Number 200608310025526, a distance of 2151.03 feet to a point in the southeasterly corner of said 50.000 acre tract, in the northeasterly corner of that 5.097 acre tract conveyed to Jersey Baptist Church, an Ohio Corporation by deed of record in Instrument Number 200509270030373;

Thence North 85° 56' 05" West, with the southerly line of said 50.000 acre tract, with the northerly line of said 5.097 acre tract, with the northerly line of that 44.111 acre tract conveyed to Peggy June Casagrande by deed of record in Instrument Number 201202020002302, a distance of 2705.63 feet to a point in the common section line to Section 24 and Section 25, in the City of New Albany corporation line, established by Ordinance Number 0-15-2015, of record in Instrument Number 201506090011435, in the southwesterly corner of said 50.000 acre tract, in the northwesterly corner of said 44.111 acre tract, in the easterly line of that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 201708310018468;

Thence North 03° 40' 09" East, with the common section line to Sections 24 and 25, with said City of New Albany corporation line (Ordinance Number 0-15-2015), with the City of New Albany corporation line, established by Ordinance Number 0-23-2011, of record in Instrument Number 201206120012996, with the westerly line of said 50.000 acre tract, with the westerly line of said 80.00 acre tract, with the easterly line of said 323.145 acre tract, a distance of 1485.20 feet to a point;

Thence North 03° 33' 59" East, continuing with said common section line, with said City of New Albany corporation line (Ordinance Number 0-23-2011), with the line common to said 80.00 acre tract and said 323.145 acre tract, a distance of 665.24 feet to a point in the corner common to Sections 16, 17, 24, and 25, in the northwesterly corner of said 80.00 acre tract, in the southwesterly corner of said 16.99 acre tract;

Thence North 03° 37' 37" East, with the common line to Sections 16 and 17, with said City of New Albany corporation line (Ordinance Number 0-23-2011), continuing with the easterly line of said 323.145 acre tract, with the westerly line of said 16.99 acre tract, with the westerly line of said 175.548 acre tract, a distance of 960.87 feet to a point;

Thence North 03° 27' 37" East, continuing with said common line, with the City of New Albany corporation line, established by Ordinance Number 0-30-2002, of record in Instrument Number 200210280040677, continuing with the line common to said 323.145 acre tract and said 175.548 acre tract, a distance of 1795.86 feet to a point;

Thence North 05° 47' 11" East, continuing with said common line, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), continuing with the line common to said 323.145 acre tract and said 175.548 acre tract, a distance of 321.57 feet to a point in an northeasterly corner of said 323.145 acre tract, in a northwesterly corner of said 175.548 acre tract, in the southerly line of that 12.541 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record in Instrument Number 201708100016882;

Thence South 87° 36' 20" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.541 acre tract, a distance of 330.09 feet to a point in the southeasterly corner of said 12.541 acre tract;

Thence North 03° 07' 56" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.541 acre tract, a distance of 1129.71 feet to a point in a northwesterly corner of said 175.548 acre tract, in the southwesterly corner of that 12.493 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 201708040016420;

Thence South 86° 40' 41" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.493 acre tract, a distance of 586.43 feet to a point in the southeasterly corner of said 12.493 acre tract, in the southwesterly corner of that 6 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200712280032705;

Thence North 03° 02' 51" East, partially continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 12.493 acre tract and said 6 acre tract, with the easterly line of that 21.601 acre tract conveyed as Parcel 7-WDV3 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302, across Worthington Road NW, a distance of 1121.36 feet to a point in the common line to Sections 14 and 17, in the northeasterly corner of said 21.601 acre tract, in the northwesterly corner of said 6 acre tract, in the southerly line of that 47 acre tract conveyed as Parcel Two to Phyllis C. Foor and James D. Foor, Trustees by deed of record in Instrument Number 200103150007969 (1/2 Interest) and by deed of record in Instrument Number 200103150007970 (1/2 Interest);

Thence South 86° 45' 34" East, with the common line to Sections 14 and 17, with the northerly line of said 6 acre tract, with the northerly line of said 8.061 acre tract, with the southerly line of said 47 acre tract, with the southerly line of that 1 acre tract conveyed to Brenda K. McCoy by deed of record in Official Record 718, Page 683, a distance of 438.52 feet to a point in a southeasterly corner of said 1 acre tract, in a southwesterly corner of the remainder of that 45.32 acre tract conveyed as Tract 1 to Beverlee Sue Stewart, Trustee by deed of record in Instrument Number 201209200021675;

Thence South 86° 44' 57" East, continuing with the common line to Sections 14 and 17, with the southerly line of the remainder of said 45.32 acre tract, with the southerly line of that 1.694 acre tract conveyed to LDC Investments, LLC by deed of record in Instrument Number 200703280007723, with the southerly line of that tract conveyed to Robert H. Cole or Virginia A. Cole, Trustees by deed of record in Official Record 927, Page 731, with the northerly line of said 8.061, 8, and 10 acre tracts, a distance of 813.29 feet to a point in the northeasterly corner of said 10 acre tract;

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Thence South 02° 56' 37" West, with the easterly line of said 10 acre tract, with the westerly line of that 3.826 acre tract conveyed to Cecelia's Corner LTD., by deed of record in Instrument Number 200706260016483, with the westerly line of that 2.022 acre tract conveyed to Robert A. Carr and John J. Carr by deed of record in Instrument Number 200903090004713, with the westerly line of that 2.016 acre tract conveyed to Dianne M. Carr by deed of record in Instrument Number 201012030024740, with the westerly line of that 2.011 acre tract conveyed to John J. Carr by deed of record in Instrument Number 199801160001475, with the westerly line of that 2.011 acre tract conveyed to John J. Carr and Michele P. Carr by deed of record in Instrument Number 200710090026399, with the westerly line of that 2.000 acre tract conveyed to Dianne M. Carr by deed of record in Instrument Number 200805080010761, a distance of 1119.23 feet to a point in the southwesterly corner of said 2.000 acre tract, in an southeasterly corner of said 10 acre tract, in the northerly line of that 49.533 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number _____;

Thence North 86° 58' 18" West, with the line common to said 10 acre tract and said 49.533 acre tract, a distance of 46.47 feet to a point in a northwesterly corner of said 49.533 acre tract, in a northeasterly corner of said 175.548 acre tract;

Thence with the line common to said 175.548 acre tract and said 49.533 acre tract, the following courses and distances:

South 21° 25' 12" West, a distance of 412.73 feet to a point;
South 14° 12' 56" West, a distance of 325.57 feet to a point;
South 01° 26' 42" East, a distance of 412.13 feet to a point;
South 41° 55' 37" West, a distance of 180.25 feet to a point;
South 05° 08' 03" West, a distance of 766.00 feet to a point;
South 71° 30' 29" West, a distance of 101.00 feet to a point;
South 11° 37' 18" East, a distance of 92.00 feet to a point;
South 78° 30' 16" East, a distance of 54.50 feet to a point;
South 33° 00' 34" East, a distance of 259.00 feet to a point;
South 43° 49' 15" West, a distance of 51.50 feet to a point;
South 05° 18' 46" East, a distance of 57.00 feet to a point;
North 89° 41' 50" East, a distance of 80.00 feet to a point;
South 17° 26' 33" East, a distance of 219.79 feet to a point;
South 28° 31' 53" West, a distance of 319.94 feet to a point;
South 23° 37' 42" East, a distance of 629.00 feet to a point;
South 88° 12' 10" East, a distance of 129.00 feet to a point;
South 02° 32' 47" East, a distance of 105.90 feet to a point;
South 12° 32' 49" East, a distance of 197.58 feet to a point; and

South 86° 04' 14" East, a distance of 244.57 feet to a point in the centerline of said Harrison Road, in a northeasterly corner of said 175.548 acre tract, in a southeasterly corner of said 49.533 acre tract, in the westerly line of that 2.000 acre tract conveyed as Tract Two to Michael H. Elkins by deed of record in Instrument Number 200907170015904;

Thence South 03° 37' 39" West, with the centerline of said Harrison Road, with the line common to said 175.548 acre tract and said 2.000 acre tract, a distance of 150.00 feet to a point in a southeasterly corner of said 175.548 acre tract, in the northeasterly corner of that 0.931 acre tract conveyed to James E. Winn, Trustee by deed of record in Instrument Number 200505030013126;

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Thence North 86° 04' 14" West, with the line common to said 175.548 acre tract and said 0.931 acre tract, a distance of 325.00 feet to a point in the northwesterly corner of said 0.931 acre tract, in the northeasterly corner of said 16.99 acre tract;

Thence South 13° 47' 02" East, with the line common to said 16.99 acre tract and said 0.931 acre tract, a distance of 150.80 feet to a point in the southwesterly corner of said 0.931 acre tract, in the northwesterly corner of said 0.8808 acre tract;

Thence South 07° 12' 16" East, with the line common to said 16.99 acre tract and said 0.8808 acre tract, a distance of 146.97 feet to a point in the southeast corner of said 16.99 acre tract, in the southwest corner of said 0.8808 acre tract, in the northerly line of said 80.00 acre tract;

Thence South 85° 56' 50" East, with the line common to said 80.00 acre tract and said 0.8808 acre tract, a distance of 252.26 feet to the POINT OF BEGINNING, containing 357.2 acres, more or less.

This description is for annexation purposes only and is not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

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 mutual interest in the general area found east of Beach Road, west of Harrison Road, north of Morse Road and south of SR161, consisting of approximately 357.2 +/- acres, as illustrated in Exhibit A and described in Exhibit B; and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development within the property 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 the future annexation of the Property to the City will occur in order to ensure that such annexation is 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, consisting of approximately 357.2 +/- acres, 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 2018 through 2022, when compared with property tax revenue received by the Township for tax year 2017 (January 1, 2017 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. **Tax Increment Financing (TIF) in Jersey Township:** If the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to the real property tax revenue the Township would have received during the previous calendar year, exclusively from all property tax levies for fire and emergency medical services (EMS), had the TIF not been granted by the City (the "Fire & EMS Payment").

4. **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 areas 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 Harrison Road.

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.

5. **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: City Manager
99 W. Main Street
New Albany, Ohio 43054
Fax: (614) 855-8583

If to Township:

Jersey Township Board of Trustees
Attn: _____
1481 Mink Street
Pataskala, Ohio 43062
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

Date: _____

Jersey Township

By: _____
Ed Bright, Trustee

Date: _____

By: _____
Dan Wetzel, Trustee

Date: _____

By: _____
Kathie Frost, Trustee

Date: _____

Approved as to Form:

Mitchell Banchefsky,
Law Director

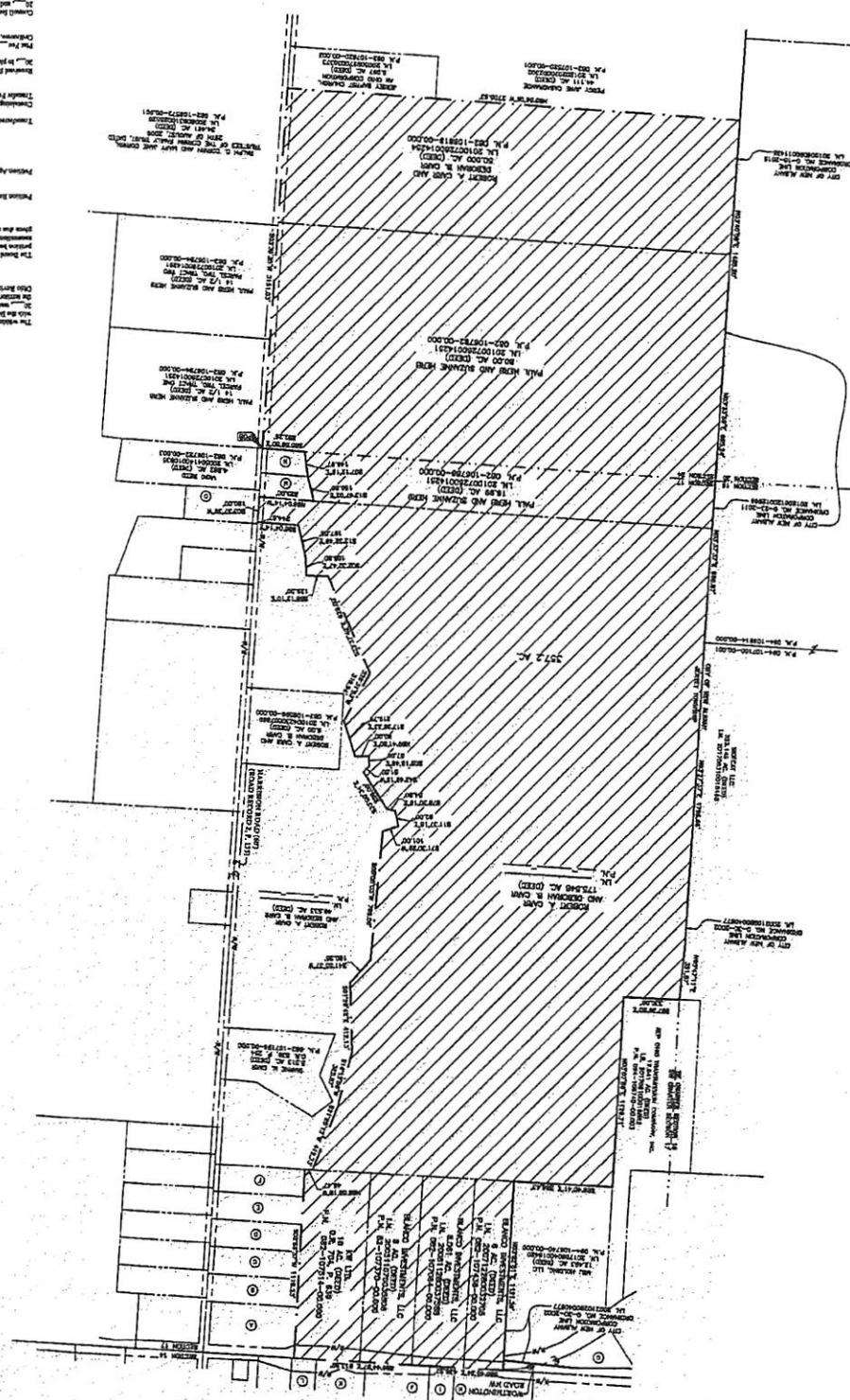
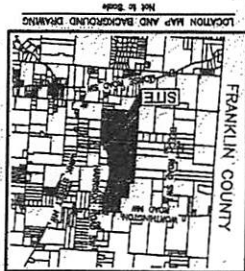
Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBIT A

Depiction of the "Property"

ANNEXATION OF 357.2± ACRES **SECTIONS 17 AND 24, TOWNSHIP 2, RANGE 15** **UNITED STATES MILITARY DISTRICT** **TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**



EMHT
 Date: September 9, 2018
 Sheet 1 of 307
 Map No. 2018-0714

REVISION

NO.	DATE	DESCRIPTION
1	09/09/18	Initial Map

APPROVED FOR THE CITY OF NEW ALBANY
 Mayor: _____
 City Manager: _____

APPROVED FOR THE TOWNSHIP OF JERSEY
 Township President: _____
 Township Clerk: _____

APPROVED FOR THE COUNTY OF LICKING
 County Auditor: _____
 County Clerk: _____

DRAFT

This document shows the proposed boundaries of the annexation area. The boundaries are shown in red. The area to be annexed is shown in blue. The area to be excluded is shown in green. The area to be included is shown in yellow.

The boundaries of the area to be annexed are shown in red. The boundaries of the area to be excluded are shown in green. The boundaries of the area to be included are shown in yellow.

The boundaries of the area to be annexed are shown in red. The boundaries of the area to be excluded are shown in green. The boundaries of the area to be included are shown in yellow.

EXHIBIT B

Description of the “Property”

**PROPOSED ANNEXATION
357.2± ACRES**

**FROM: JERSEY TOWNSHIP, LICKING COUNTY OHIO
TO: CITY OF NEW ALBANY**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Sections 17 and 24, Township 2, Range 15, United States Military District, and being all of that 50.000 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number 201007260014254, all of that 80.00 acre tract conveyed to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, all of that 16.99 acre tract conveyed to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, all of that 175.548 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number _____, all of that 10 acre tract conveyed to KW Ltd., by deed of record in Official Record 704, Page 639, all of that 8 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200511070035506, all of that 8.061 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200511280037568, and all of that 6 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200712280032705, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING, in the common line to Section 17 and Section 24, in the centerline of Harrison Road of record in Road Record 2, Page 135, in the southwesterly corner of that 4.862 acre tract conveyed to Vicki Reed by deed of record in Instrument Number 200504140010935, the northwesterly corner of that 14 1/2 acre tract conveyed as Parcel Two, Tract One to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, the northeasterly corner of said 80.00 acre tract, the southeasterly corner of that 0.8808 acre tract conveyed to Kirk E. Seeman and Lynn L. Seeman by deed of record in Instrument Number 200201250003232;

Thence South 03° 39' 35" West, with the centerline of said Harrison Road, with the easterly line of said 80.00 acre tract, with the easterly line of said 50.000 acre tract, with the westerly line of said 14 1/2 acre tract conveyed as Parcel Two, Tract One, with the westerly line of that 14 1/2 acre tract conveyed as Parcel Two, Tract Two to Paul Herb and Suzanne Herb by deed of record in Instrument Number 201007260014251, with the westerly line of that 54.421 acre tract conveyed to Ralph O. Corwin and Mary Jane Corwin, Trustees by deed of record in Instrument Number 200608310025526, a distance of 2151.03 feet to a point in the southeasterly corner of said 50.000 acre tract, in the northeasterly corner of that 5.097 acre tract conveyed to Jersey Baptist Church, an Ohio Corporation by deed of record in Instrument Number 200509270030373;

Thence North 85° 56' 05" West, with the southerly line of said 50.000 acre tract, with the northerly line of said 5.097 acre tract, with the northerly line of that 44.111 acre tract conveyed to Peggy June Casagrande by deed of record in Instrument Number 201202020002302, a distance of 2705.63 feet to a point in the common section line to Section 24 and Section 25, in the City of New Albany corporation line, established by Ordinance Number 0-15-2015, of record in Instrument Number 201506090011435, in the southwesterly corner of said 50.000 acre tract, in the northwesterly corner of said 44.111 acre tract, in the easterly line of that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 201708310018468;

Thence North 03° 40' 09" East, with the common section line to Sections 24 and 25, with said City of New Albany corporation line (Ordinance Number 0-15-2015), with the City of New Albany corporation line, established by Ordinance Number 0-23-2011, of record in Instrument Number 201206120012996, with the westerly line of said 50.000 acre tract, with the westerly line of said 80.00 acre tract, with the easterly line of said 323.145 acre tract, a distance of 1485.20 feet to a point;

Thence North 03° 33' 59" East, continuing with said common section line, with said City of New Albany corporation line (Ordinance Number 0-23-2011), with the line common to said 80.00 acre tract and said 323.145 acre tract, a distance of 665.24 feet to a point in the corner common to Sections 16, 17, 24, and 25, in the northwesterly corner of said 80.00 acre tract, in the southwesterly corner of said 16.99 acre tract;

Thence North 03° 37' 37" East, with the common line to Sections 16 and 17, with said City of New Albany corporation line (Ordinance Number 0-23-2011), continuing with the easterly line of said 323.145 acre tract, with the westerly line of said 16.99 acre tract, with the westerly line of said 175.548 acre tract, a distance of 960.87 feet to a point;

Thence North 03° 27' 37" East, continuing with said common line, with the City of New Albany corporation line, established by Ordinance Number 0-30-2002, of record in Instrument Number 200210280040677, continuing with the line common to said 323.145 acre tract and said 175.548 acre tract, a distance of 1795.86 feet to a point;

Thence North 05° 47' 11" East, continuing with said common line, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), continuing with the line common to said 323.145 acre tract and said 175.548 acre tract, a distance of 321.57 feet to a point in an northeasterly corner of said 323.145 acre tract, in a northwesterly corner of said 175.548 acre tract, in the southerly line of that 12.541 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record in Instrument Number 201708100016882;

Thence South 87° 36' 20" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.541 acre tract, a distance of 330.09 feet to a point in the southeasterly corner of said 12.541 acre tract;

Thence North 03° 07' 56" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.541 acre tract, a distance of 1129.71 feet to a point in a northwesterly corner of said 175.548 acre tract, in the southwesterly corner of that 12.493 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201708040016420;

Thence South 86° 40' 41" East, continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 175.548 acre tract and said 12.493 acre tract, a distance of 586.43 feet to a point in the southeasterly corner of said 12.493 acre tract, in the southwesterly corner of that 6 acre tract conveyed to Blanco Investments, LLC by deed of record in Instrument Number 200712280032705;

Thence North 03° 02' 51" East, partially continuing with said City of New Albany corporation line (Ordinance Number 0-30-2002), with the line common to said 12.493 acre tract and said 6 acre tract, with the easterly line of that 21.601 acre tract conveyed as Parcel 7-WDV3 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302, across Worthington Road NW, a distance of 1121.36 feet to a point in the common line to Sections 14 and 17, in the northeasterly corner of said 21.601 acre tract, in the northwesterly corner of said 6 acre tract, in the southerly line of that 47 acre tract conveyed as Parcel Two to Phyllis C. Foor and James D. Foor, Trustees by deed of record in Instrument Number 200103150007969 (1/2 Interest) and by deed of record in Instrument Number 200103150007970 (1/2 Interest);

Thence South 86° 45' 34" East, with the common line to Sections 14 and 17, with the northerly line of said 6 acre tract, with the northerly line of said 8.061 acre tract, with the southerly line of said 47 acre tract, with the southerly line of that 1 acre tract conveyed to Brenda K. McCoy by deed of record in Official Record 718, Page 683, a distance of 438.52 feet to a point in a southeasterly corner of said 1 acre tract, in a southwesterly corner of the remainder of that 45.32 acre tract conveyed as Tract 1 to Beverlee Sue Stewart, Trustee by deed of record in Instrument Number 201209200021675;

Thence South 86° 44' 57" East, continuing with the common line to Sections 14 and 17, with the southerly line of the remainder of said 45.32 acre tract, with the southerly line of that 1.694 acre tract conveyed to LDC Investments, LLC by deed of record in Instrument Number 200703280007723, with the southerly line of that tract conveyed to Robert H. Cole or Virginia A. Cole, Trustees by deed of record in Official Record 927, Page 731, with the northerly line of said 8.061, 8, and 10 acre tracts, a distance of 813.29 feet to a point in the northeasterly corner of said 10 acre tract;

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Thence South 02° 56' 37" West, with the easterly line of said 10 acre tract, with the westerly line of that 3.826 acre tract conveyed to Cecelia's Corner LTD., by deed of record in Instrument Number 200706260016483, with the westerly line of that 2.022 acre tract conveyed to Robert A. Carr and John J. Carr by deed of record in Instrument Number 200903090004713, with the westerly line of that 2.016 acre tract conveyed to Dianne M. Carr by deed of record in Instrument Number 201012030024740, with the westerly line of that 2.011 acre tract conveyed to John J. Carr by deed of record in Instrument Number 199801160001475, with the westerly line of that 2.011 acre tract conveyed to John J. Carr and Michele P. Carr by deed of record in Instrument Number 200710090026399, with the westerly line of that 2.000 acre tract conveyed to Dianne M. Carr by deed of record in Instrument Number 200805080010761, a distance of 1119.23 feet to a point in the southwesterly corner of said 2.000 acre tract, in an southeasterly corner of said 10 acre tract, in the northerly line of that 49.533 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number _____;

Thence North 86° 58' 18" West, with the line common to said 10 acre tract and said 49.533 acre tract, a distance of 46.47 feet to a point in a northwesterly corner of said 49.533 acre tract, in a northeasterly corner of said 175.548 acre tract;

Thence with the line common to said 175.548 acre tract and said 49.533 acre tract, the following courses and distances:

South 21° 25' 12" West, a distance of 412.73 feet to a point;
South 14° 12' 56" West, a distance of 325.57 feet to a point;
South 01° 26' 42" East, a distance of 412.13 feet to a point;
South 41° 55' 37" West, a distance of 180.25 feet to a point;
South 05° 08' 03" West, a distance of 766.00 feet to a point;
South 71° 30' 29" West, a distance of 101.00 feet to a point;
South 11° 37' 18" East, a distance of 92.00 feet to a point;
South 78° 30' 16" East, a distance of 54.50 feet to a point;
South 33° 00' 34" East, a distance of 259.00 feet to a point;
South 43° 49' 15" West, a distance of 51.50 feet to a point;
South 05° 18' 46" East, a distance of 57.00 feet to a point;
North 89° 41' 50" East, a distance of 80.00 feet to a point;
South 17° 26' 33" East, a distance of 219.79 feet to a point;
South 28° 31' 53" West, a distance of 319.94 feet to a point;
South 23° 37' 42" East, a distance of 629.00 feet to a point;
South 88° 12' 10" East, a distance of 129.00 feet to a point;
South 02° 32' 47" East, a distance of 105.90 feet to a point;
South 12° 32' 49" East, a distance of 197.58 feet to a point; and

South 86° 04' 14" East, a distance of 244.57 feet to a point in the centerline of said Harrison Road, in a northeasterly corner of said 175.548 acre tract, in a southeasterly corner of said 49.533 acre tract, in the westerly line of that 2.000 acre tract conveyed as Tract Two to Michael H. Elkins by deed of record in Instrument Number 200907170015904;

Thence South 03° 37' 39" West, with the centerline of said Harrison Road, with the line common to said 175.548 acre tract and said 2.000 acre tract, a distance of 150.00 feet to a point in a southeasterly corner of said 175.548 acre tract, in the northeasterly corner of that 0.931 acre tract conveyed to James E. Winn, Trustee by deed of record in Instrument Number 200505030013126;

357.2± ACRES

-4-

Thence North 86° 04' 14" West, with the line common to said 175.548 acre tract and said 0.931 acre tract, a distance of 325.00 feet to a point in the northwesterly corner of said 0.931 acre tract, in the northeasterly corner of said 16.99 acre tract;

Thence South 13° 47' 02" East, with the line common to said 16.99 acre tract and said 0.931 acre tract, a distance of 150.80 feet to a point in the southwesterly corner of said 0.931 acre tract, in the northwesterly corner of said 0.8808 acre tract;

Thence South 07° 12' 16" East, with the line common to said 16.99 acre tract and said 0.8808 acre tract, a distance of 146.97 feet to a point in the southeast corner of said 16.99 acre tract, in the southwest corner of said 0.8808 acre tract, in the northerly line of said 80.00 acre tract;

Thence South 85° 56' 50" East, with the line common to said 80.00 acre tract and said 0.8808 acre tract, a distance of 252.26 feet to the POINT OF BEGINNING, containing 357.2 acres, more or less.

This description is for annexation purposes only and is not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date



Prepared: 09/21/2018
Revised: 09/27/2018
Introduced: 10/02/2018
Adopted: 10/02/2018
Effective: 10/02/2018

RESOLUTION R-34-2018

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 SECTIONS OF WORTHINGTON ROAD AND HARRISON 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 357+/- acres of land located south of Worthington Road, north of Morse Road and west of Harrison Road, causes sections of Worthington Road and Harrison Road to be divided between the City of New Albany and Licking County along the center lines of the roadways.

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


Section 1. 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 Franklin County Board of Commissioners.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution 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 3. Pursuant to Article 6.07(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 02 day of Oct, 2018.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-34-2018

**AGREEMENT FOR MAINTENANCE AND IMPROVEMENTS OF
WORTHINGTON ROAD AND HARRISON ROAD**

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this ____ day of November, 2018, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany” or the “City”) and the Board of Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio (“Licking County” or the “County”). It shall succeed and replace prior Worthington Road Maintenance Agreements initially entered into on the 23rd day of January, 2015, and subsequently amended on the 8th day of July, 2016. New Albany and Licking County are referred to individually herein as “Party” and collectively as “Parties.”

WITNESSETH

In consideration of the terms and conditions hereinafter stated, the Parties agree as follows:

SECTION 1: AUTHORITY

Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners.

Section 307.15 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.

SECTION 2: PURPOSE

Worthington Road and Harrison Road are county roads located in Licking County. Pursuant to the upcoming annexation of real property located in Jersey Township, Licking County to the City of New Albany, the Parties desire to address the maintenance of certain portions of Worthington Road and Harrison Road, which upon finalization of the aforementioned annexation will be adjacent to and partially within the City’s corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement for portions of Worthington Road and Harrison Road by the respective Parties for the mutual benefit of all Parties and for the convenience and welfare of the public.

SECTION 3: RESPONSIBILITY OF NEW ALBANY

NEW ALBANY shall be responsible for maintenance and improvements of the portions of the Worthington Road right of way, now and as may be altered in the future, between the Franklin County Line and Mink Street. Said maintenance responsibility shall also include the traffic

control devices, pavement and striping located at the intersection of Worthington Road and Mink Street.

The City's agreed maintenance responsibility for the section of Worthington Road located between Harrison Road and Mink Street, exceeds its obligation under Section 307.15 of the Ohio Revised Code. The City shall accept said maintenance responsibility in exchange for the County's continued maintenance of approximately 1600 +/- feet of Harrison Road located south of Worthington Road and North of Morse Road that would otherwise be its responsibility as a result of the annexation of approximately 357 +/- acres fronting the west side of Harrison Road.

The City shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however the City shall maintain final authority over the design, construction and inspection of the improvements.

Licking County shall cooperate with the City through the support of grant applications and may, at the request of the City, provide supplemental, in-house engineering services to facilitate improvements to Worthington Road.

Nothing in this Agreement shall relieve Licking County from their responsibility for maintenance and improvements of all other portions of right-of-way of Worthington Road.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Worthington Road to other agencies.

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

The Parties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this Agreement. Each Party shall be responsible for acquiring necessary rights of way within the bounds of their respective jurisdictions unless otherwise specified in a separate agreement. As Worthington Road is designated as a county road, it is understood that the Licking County Commissioners have underlying ownership of the right of way.

SECTION 5: NOTICE OF IMPROVEMENT

If the Licking County Engineer desires to perform maintenance or make an improvement to Worthington Road that requires closing to traffic of the road, he/she shall notify the New Albany Engineer of the planned action at the earliest date practicable. The plans for the maintenance project of the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

SECTION 6: TERM

This Agreement shall become effective on the date first written above. The term shall terminate on December 31, 2028, unless the Parties mutually agree to an extension prior to that date.

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, either Party may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Party at least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the portions of both roadways that are the responsibility of New Albany pursuant to this Agreement, are annexed by New Albany and are within the New Albany corporate boundary.

The Parties may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both Parties.

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

- 8.1 Entire Agreement: This Agreement, and any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 7 of this Agreement.
- 8.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.
- 8.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this

Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

{SIGNATURES ON THE FOLLOWING PAGE}

ATTEST:

IN EXECUTION WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

CITY OF NEW ALBANY:

SIGNATURE: _____

NAME: Joseph Stefanov

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

LICKING COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Licking County Prosecutor's Office



Prepared: 09/18/2018
Introduced: 10/02/2018
Revised:
Adopted: 10/02/2018
Effective: 10/02/2018

RESOLUTION R-35-2018

A RESOLUTION AFFIRMING THE RECOMMENDATIONS OF THE NEW ALBANY TAX INCENTIVE REVIEW COUNCIL FOR FRANKLIN COUNTY

WHEREAS, New Albany has the statutory authority to create various zones that provide economic development incentives, which include Enterprise Zones, Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, New Albany may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between New Albany and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, the New Albany-Franklin County TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each tax increment finance (TIF) and community reinvestment area (CRA) agreements within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC is required to be forwarded to council within 60 days of making the recommendation and council is required to act upon those recommendations.

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 New Albany- Franklin County Tax Incentive Review Council met on August 30, 2018.

Section 2. Council will consider the recommendations for CRA agreements made by the New Albany-Franklin County TIRC as described below:

- i. Central College – Discover Properties (Data Center): approved
- ii. Central College – PharmaForce, Inc.: approved
- iii. Central College – Nationwide Mutual Insurance (Data Center): approved
- iv. Central College – Motorists Insurance (Data Center): approved
- v. Central College – TJX, Inc. (Data Center): approved
- vi. Central College – New Albany Center of Technology (NACOT I & NACOT II): approved
- vii. Central College – PCM, Inc. (Data Center): approved

- viii. Central College – Ohio Power Company (Data Center): approved with the condition staff work with the company to determine why they are not able to meet the jobs created benchmark or renegotiate a new agreement
- ix. Oak Grove – New Albany Company (Tween): approved
- x. Oak Grove – Abercrombie & Fitch: approved
- xi. Oak Grove – BEF Mgmt., Inc. (Bob Evans): approved
- xii. Oak Grove – Smith's Mill Ventures: approved
- xiii. Oak Grove – Medical Office Building II – Equity (NAMC II): approved
- xiv. Oak Grove – Commercial Vehicle Group: approved
- xv. Oak Grove – Water's Edge Campus: approved
- xvi. Village Center – Market Street Retail/Medical Office Building (DNA MM I) - approved

Section 3. Council accepts the recommendation for continuance of the TIF Agreements made by the New Albany-Franklin County TIRC.


Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution 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 5. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 02 day of Oct, 2018.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky
Law Director



Prepared: 09/19/2018
Introduced: 10/02/2018
Revised:
Adopted: 10/02/2018
Effective: 10/02/2018

RESOLUTION R-36-2018

A RESOLUTION AFFIRMING THE RECOMMENDATIONS OF THE NEW ALBANY TAX INCENTIVE REVIEW COUNCIL FOR LICKING COUNTY

WHEREAS, New Albany has the statutory authority to create various zones that provide economic development incentives, which include Enterprise Zones, Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, New Albany may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between New Albany and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, the New Albany-Licking County TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each tax increment finance (TIF) and community reinvestment area (CRA) agreements within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC is required to be forwarded to council within 60 days of making the recommendation and council is required to act upon those recommendations.

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 New Albany – Licking County Tax Incentive Review Council met on August 31, 2018.

Section 2. Council will consider the recommendations of the Licking County TIRC as described below:

- i. Oak Grove II CRA - Ohio Power & American Electric Power Service Corp. : approved
- ii. Oak Grove II CRA - Accel: approved
- iii. Oak Grove II CRA - Anomatic: approved
- iv. Oak Grove II CRA - Axiom Plastics (PJP Holdings): approved
- v. Oak Grove II CRA - Pizzuti Builders/ Multi-Tenant Building: approved
- vi. Oak Grove II CRA - VeePak Ohio: approved
- vii. Oak Grove II CRA - Knowlton Development (KDC): approved
- viii. Oak Grove II CRA - Amcor Rigid Plastics (formerly Sonoco): approved
- ix. Oak Grove II CRA - Distribution Land Corp.: approved

- x. Oak Grove II CRA - Molineta Investments, LLC/Magnanni, Inc.: approved
- xi. Oak Grove II CRA - Vadata, Inc.: approved
- xii. Oak Grove II CRA – Bocchi Laboratories Ohio, LLC: approved
- xiii. Oak Grove II CRA – AEP Ohio Transmission Company: approved
- xiv. Oak Grove II CRA – Pizzuti Multi-Tenant Building: approved

Section 3. Council accepts the recommendation for continuance of the TIF Agreements made by the New Albany-Licking County TIRC.

Section 4. 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 5. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 02 day of OCT, 2018.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchevsky
Law Director