



Prepared: 11/16/2018  
Introduced: 12/10/2018  
Revised:  
Adopted: 12/10/2018  
Effective: 12/10/2018

## RESOLUTION R-48-2018

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE JERSEY TOWNSHIP TRUSTEES FOR THE MAINTENANCE OF A SECTION OF BEECH ROAD BETWEEN MORSE ROAD AND THE SOUTH PROPERTY LINE OF THE 50+/- ACRE HENDREN ONE LLC PARCEL (20130418009917) LOCATED BETWEEN JUG STREET AND MILLER 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 484.8 +/- acres of land located north of Jug Street and east of Beech Road, causes a section of Beech Road to be divided between the City of New Albany and Jersey Township 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.** 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 Jersey Township Trustees.

**Section 2.** Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 10<sup>th</sup> day of December, 2018.

**Attest:**

  
\_\_\_\_\_  
Sloan T. Spalding  
Mayor  
\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**


  
\_\_\_\_\_  
Mitchell H. Banchevsky  
Law Director

EXHIBIT A – R-48-2018

**AGREEMENT**

**FOR MAINTENANCE AND IMPROVEMENTS OF BEECH 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”) and the Township of Jersey, Licking County, Ohio, 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. It shall succeed and replace the previous Beech Road Maintenance Agreement initially entered into on the 23 day of January, 2015. New Albany and Jersey Township 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 5535.15 of the Ohio Revised Code authorizes the Parties to enter into an Agreement whereby the City of New Albany may maintain, repair, construct, reconstruct, improve, or widen the unincorporated sections of Beech Road on behalf of Jersey Township.

**SECTION 2: PURPOSE**

Beech Road is a township road located in Licking County. Pursuant to upcoming annexations 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 Beech Road, which upon finalization of the aforementioned annexations 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 a portion of Beech 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 all portions of right of way of Beech Road, now and as may be altered in the future, from the south property line of the 50+/- acre Hendren One LLC Parcel (20130418009917) located on the east side of Beech Road between Jug Street and Miller Road, to the intersection of Beech and Morse roads. Maintenance and improvements shall include but not be limited to pavement repair and replacement, striping, berm maintenance, roadside mowing, roadside ditch maintenance, traffic control signage and snow removal.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Beech 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. The Party that initiates the right of way acquisition shall be financially responsible for any and all costs associated with the acquisition.

#### **SECTION 5: NOTICE OF IMPROVEMENT**

If the City of New Albany desires to perform maintenance or make an improvement to Beech Road that requires the closing of the road to traffic, the City shall notify the Jersey Township Trustees 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.

The City of New Albany shall provide the Jersey Township 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.

#### **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 entire portion of Beech Road that is the responsibility of New Albany pursuant to this Agreement, is annexed by New Albany and is 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 those 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 9 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

**JERSEY TOWNSHIP:**

\_\_\_\_\_  
Ed Bright, Trustee

\_\_\_\_\_  
Dan Wetzel, Trustee

\_\_\_\_\_  
Kathy Frost, Trustee

**STATE OF OHIO** )  
**COUNTY OF LICKING** ) ss:

APPROVED AS TO FORM:

\_\_\_\_\_  
[INSERT NAME AND TITLE]



Prepared: 11/16/2018  
Introduced: 12/10/2018  
Revised:  
Adopted: 12/10/2018  
Effective: 12/10/2018

## RESOLUTION R-49-2018

### 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 SECTION OF JUG STREET BETWEEN BEECH 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 484.8 +/- acres of land located north of Jug Street, causes a section of Jug Street 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.** 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(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 10<sup>th</sup> day of December, 2018.



**Attest:**

  
\_\_\_\_\_  
Sloan T. Spalding  
Mayor

  
\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

  
\_\_\_\_\_  
Mitchell H. Banchefsky  
Law Director



EXHIBIT A – R-49-2018

**AGREEMENT**

**FOR MAINTENANCE AND IMPROVEMENT OF JUG STREET ROAD**

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany”) and the Board of Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio (“Licking County”). It shall succeed and replace the prior Jug Street Road Maintenance Agreements initially approved by the Licking County Board of Commissioners on the 6th day of February, 2018, and the 16<sup>th</sup> day of June, 2016, through resolutions 93-376 and 85-106 respectively, 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**

Jug Street Road is a county road located in Licking County. Pursuant to 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 Jug Street Road, which upon finalization of the aforementioned annexations will be adjacent to and partially within the City’s corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement of a portion of Jug Street 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 THE PARTIES**

NEW ALBANY shall be responsible for maintenance and improvements of the portion of the Jug Street Road right of way, now and as may be altered in the future, from the Franklin County Line to 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.

NEW ALBANY shall be responsible for snow plowing for all of Jug Street Road, extending from the Franklin County Line to Harrison Road. LICKING COUNTY shall be responsible for ditch maintenance and mowing for all of Jug Street Road, extending from the Franklin County Line to Harrison Road.

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 Jug Street Road.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Jug Street 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 Jug Street 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 Jug Street 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 or 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 unilaterally terminated or suspended except for good cause shown, as determined in the sole and exclusive discretion of the Party seeking termination or suspension. Any such unilateral termination shall require the requesting party to provide written notice to the other Party at least one year in advance of any such termination. The Parties may mutually agree to

terminate or suspend this Agreement at any time for any reason by action of both Parties. The agreement will automatically terminate if and at such time that the entire portion of Jug Street Road that is the responsibility of New Albany pursuant to this Agreement, is annexed by New Albany and is within the New Albany corporate boundary.

## **SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS**

- 8.1 Entire Agreement: This Agreement, and those 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 9 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

4821-8715-9835v4

4821-8715-9835, v: 4



Prepared: 11/28/2018  
Revised: 12/06/2018  
Introduced: 12/10/2018  
Revised:  
Adopted: 12/10/2018  
Effective: 12/10/2018

## RESOLUTION R-50-2018

### **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT AND A DEVELOPMENT AND SUPPLY AGREEMENT, BOTH WITH MONTAUK INNOVATIONS LLC, AND MAKING RELATED AUTHORIZATIONS**

**WHEREAS**, the Council of the City, by its Resolution No. R-17-09 adopted March 3, 2009 (the "Original CRA Legislation"), created the Oak Grove II Community Reinvestment Area (the "Original Area"), and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-12 adopted October 2, 2012, No. R-26-13 adopted August 6, 2013, No. R-72-14 adopted September 16, 2014, No. R-49-2015 adopted November 17, 2015, No. R-45-16 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-2018 adopted July 17, 2018, and No. R-41-2018 adopted November 6, 2018 (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation") amended the designation of the Original Area to include certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Oak Grove II Community Reinvestment Area, and the Director of Development of the State of Ohio (predecessor to the Ohio Development Services Agency) and the Ohio Development Services Agency have determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

**WHEREAS**, Montauk Innovations LLC (the "Company") has submitted to the City the application attached to the Community Reinvestment Area Agreement (the "CRA Agreement") referred to in Section 1 of this Resolution (the "Agreement Application") and has remitted with the Agreement Application the required State application fee of to be forwarded to the Ohio Development Services Agency with a copy of the final CRA Agreement; and

**WHEREAS**, the City's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application and has recommended the same to this City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

**WHEREAS**, the City, having the appropriate legal authority, desires to provide certain property tax incentives to encourage the development the Project (as defined in the CRA Agreement and the Development and Supply Agreement, both referenced herein); and

**WHEREAS**, a portion of the Project Site (as defined in the CRA Agreement) is located in the Licking County Joint Vocational School District, the Eastland-Fairfield Career and Technical Schools District, the New Albany-Plain Township School District, and the Licking Heights Local School District (collectively, the "School Districts"), and the City has provided to the Board of Education of each School District the notice of the CRA



Agreement as required by Section 5709.83 of the Revised Code and/or those Boards of Education have waived their right to receive notice under Section 5709.83 of the Revised Code and approved the CRA Agreement; and

**WHEREAS**, to further support and facilitate the Project the City desires enter into a Development and Supply Agreement with the Company addressing the provision of water and sewer services to the Project; 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.**     Community Reinvestment Area Agreement. The CRA Agreement in support of the Project and by and between the City and the Company, in the form presently on file with the Clerk of the Council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute that CRA Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by his execution of that CRA Agreement.

**Section 2.**     Development and Supply Agreement. The Development and Supply Agreement in support of the Project and by and between the City and the Company, in the form presently on file with the Clerk of the Council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute that Development and Supply Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by his execution of that Development and Supply Agreement.

**Section 3.**     Expansion of the Oak Grove II Economic Opportunity Zone. This Council hereby authorizes the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or any such other appropriate officers of the City to take all action necessary, including but not limited to the preparation, execution and approval of all agreements and instruments, and any other actions as may be appropriate to expand the Oak Grove II Economic Opportunity Zone in a manner consistent with the expansion of the Oak Grove II Community Reinvestment Area, all as contemplated by this Council in its Resolution No. R-41-2018 adopted November 6, 2018.

**Section 4.**     Further Authorizations. This Council hereby further authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or and such other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions (including but not limited to making application and preliminary arrangements for financing that is then subject to formal approval by this Council) as may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution, the Community Reinvestment Area Agreement, and the Development and Supply Agreement authorized and approved in this Ordinance.

**Section 5.**     Compliance with the Law. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in

an open meeting of this Council and any of its committees, and that all deliberations of this Council an any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

**Section 6.** Effective Date. Pursuant to Article 6.07(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 10<sup>th</sup> day of December, 2018.

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 Ordinance **R-50-2018** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 10, 2018.

  
Jennifer Mason, Clerk of Council

12/10/2018  
Date



Prepared: 11/28/2018  
Introduced: 12/10/2018  
Revised:  
Adopted: 12/10/2018  
Effective: 12/10/2018

## RESOLUTION R-51-2018

### A RESOLUTION DETERMINING THAT THE SECOND SUPPLEMENTAL PETITION FOR THE ADDITION OF LAND TO THE NEW ALBANY EAST COMMUNITY AUTHORITY COMPLIES AS TO FORM AND SUBSTANCE WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE AND AUTHORIZING THE FIXING OF A DATE AND PLACE FOR A PUBLIC HEARING ON THAT PETITION

**WHEREAS**, pursuant to Chapter 349 of the Ohio Revised Code, on December 2, 2014 MJB Holdings, LLC (the "Developer") filed a petition (the "Original Petition") with the Clerk of this Council and in the office of the Clerk of the Licking County Board of Commissioners, both as then required by Section 349.03(A) of the Ohio Revised Code, with the Original Petition being for the establishment of The New Albany East Community Authority (the "Authority") and its proposed new community district comprised of approximately 742 acres (the "Original District"); and

**WHEREAS**, pursuant to Section 349.03 of the Ohio Revised Code, this City Council by its Resolution No. R-95-2014 adopted on December 2, 2014, as amended by its Resolution No. R-2-2015 adopted on January 6, 2015, accepted that Original Petition after determining it was sufficient and in compliance as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code; and

**WHEREAS**, after a public hearing on that Original Petition, held after notice published in accordance with Section 349.03 of the Ohio Revised Code, this City Council by its Ordinance No. O-16-2015 passed on February 24, 2015, declared the Authority to be organized and a body politic and corporate with the boundaries of the Authority's new community district (the "Original District") defined as set forth in that Ordinance; and

**WHEREAS**, pursuant to Section 349.03(B) of the Ohio Revised Code, the "Developer" filed a supplement to the Original Petition (the "First Supplemental Petition") with the Clerk of this Council to (i) add to the Authority's Original District additional land aggregating in amount approximately 141.979 acres and (ii) delete from the Authority's Original District land aggregating in amount approximately 35 acres; and

**WHEREAS**, pursuant to Section 349.03 of the Ohio Revised Code, this City Council by its Resolution No. R-28-2017 adopted on July 5, 2017 accepted that First Supplemental Petition after determining it was sufficient and in compliance as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code; and

**WHEREAS**, after a public hearing on that First Supplemental Petition, held after notice published in accordance with Section 349.03 of the Ohio Revised Code, this City Council by its Ordinance No. O-10-2017 passed on August 8, 2017, declared that Original District be modified to include the approximately 141.979 acres of land added in the First Supplemental Petition and to remove the approximately 35 acres of land deleted in the First Supplemental Petition and determined that these modifications to the District would not jeopardize the plan for the development of the its "new community" as that term is defined in Section 349.01(A) of the Ohio Revised Code, and that the District would continue to be conducive to public health, safety, convenience and welfare; and

**WHEREAS**, pursuant to Section 349.03(B) of the Ohio Revised Code, the Developer has filed an application to further supplement the Original Petition (the "Second Supplemental Petition") with the Clerk of this Council to add to the Authority's District additional land aggregating in amount approximately 441.245 acres; and

**WHEREAS**, the Second Supplemental Petition provides that with the proposed addition of land to the Authority's District the Authority will continue to be conducive to the public health, safety, convenience and welfare and intended to result in the development of a "new community" as that term is defined in Section 349.01(A) of the Ohio Revised Code, and that such additional land to be included in the District is owned by or under the control of the Developer within the meaning of Section 349.01(E) of the Ohio Revised Code; and

**WHEREAS**, this Council has reviewed the Second Supplemental Petition to determine whether it complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

**WHEREAS**, this Council desires to fix a time and place of a public hearing on the Second Supplemental Petition, which public hearing will be held not less than 30 days nor more than 45 days from the date the Second Supplemental Petition was filed with the Clerk of this Council, and desires that notice of the public hearing be given, all pursuant to Section 349.03(A) of the Ohio Revised Code;

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

**Section 1.** This Council hereby finds and determines that the Second Supplemental Petition complies as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code.

**Section 2.** This Council will hold a public hearing on the Second Supplemental Petition on January 15, 2019, commencing at 6:30 p.m. in the Council Chambers at the New Albany Village Hall, 99 West Main Street, New Albany, Ohio 43054.

**Section 3.** The Clerk of Council shall arrange for notice of that public hearing by publication once each week for three consecutive weeks in a newspaper of general circulation in Licking County in accordance with the requirements of Section 349.03(A) of the Ohio Revised Code.

**Section 4.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

**Section 5.** This Resolution is declared to be in full force and effect from and after the earliest period allowed by law.

**CERTIFIED AS ADOPTED** this 10<sup>th</sup> day of December, 2018.



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 Ordinance **R-51-2018** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 10, 2018.

  
Jennifer Mason, Clerk of Council

12/10/2018  
Date