Prepared: 10/25/2017
Introduced: 11/08/2017
Revised:
Adopted: 12/19/2017
Effective: 01/19/2018

ORDINANCE O-20-2017

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 1.97 +/- ACRES OF LAND GENERALLY LOCATED AT 1451 BEECH ROAD, SOUTH OF STATE ROUTE 161 FOR THE AREA KNOWN AS "BUSINESS PARK SOUTH EXPANSION ZONING DISTRICT" FROM ITS CURRENT ZONING OF "AG" AGRICULTURAL DISTRICT TO "L-GE" LIMITED GENERAL EMPLOYMENT AS REQUESTED BY MBJ HOLDINGS, LLC C/O AARON L UNDERHILL, ESQ.

WHEREAS, the Council of the City of New Albany has determined that it is necessary to rezone certain property located in the city of New Albany to promote orderly growth and development of lands; and

WHEREAS, the Planning Commission and City Council on separate occasions have held public hearings and received public input into the amendment of the Zoning Ordinance; and

WHEREAS, pursuant to the application of MBJ Holdings c/o Underhill & Hodge LLC, the Planning Commission of the City of New Albany has reviewed the proposed ordinance amendment and recommended its approval.

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

Section 1. The Council of the City of New Albany hereby amends the Zoning Ordinance Map of the City of New Albany to change the zoning classification of the following described sites:

A. A 1.97 ± acre area of land located at 1451 Beech Road, south of State Route 161 for an area known as "Business Park South Expansion Zoning District" from its current zoning of "AG" Agricultural District to "L-GE" Limited General Employment District;

B. The zoning district's zoning text and site plan is hereby attached and marked Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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(b) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption and after the effective date of the associated annexation.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A - O-20-2017

BUSINESS PARK SOUTH EXPANSION

LIMITATION (L-GE) TEXT

October 6, 2017

I. Summary: The Business Park South Expansion Zoning District (hereinafter the "Zoning District") seeks to expand the existing Business Park South Zoning District to add a single parcel of real property consisting of 1.9 +/- acres. The development standards in this text are intended to be the same or substantially similar to those which apply to the Business Park South Zoning District.

II. Zoning Designation: L-GE, Limited General Employment District.

III. Location: This zoning district is located to the east of and adjacent to Beech Road, approximately midway between the State Route 161/Beech Road interchange and Morse Road.

IV. Permitted Uses: The permitted and conditional uses contained and described in the Codified Ordinances of the City of New Albany, GE, General Employment District, Sections 1153.02 and 1153.03, provided that conditional uses are approved in accordance with Chapter 1115, Conditional Uses. The following uses from these code sections shall be prohibited:

1. Industrial product sales (See Section 1153.03(a)(1))
2. Industrial service (See Section 1153.03(a)(2))
3. Mini-warehouses (See Section 1153.03(a)(4)(c))
4. Personal service (See Section 1153.03(b)(2)) and retail product sales and service (See Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this subarea.
5. Vehicle services (See Section 1153.03(b)(4))
6. Radio/television broadcast facilities (See Section 1153.03(c)(1))
7. Off-premises signs (See Section 1153.03(c)(2))
8. Sexually-oriented businesses (See Section 1153.03(c)(3))

V. Lot and Setback Commitments:

A. Lot Coverage: There shall be a maximum lot coverage in this subarea of 75%.

B. Setbacks:

1. Beech Road: There shall be a minimum building and pavement setback of 50 feet from the Beech Road right-of-way.

2. Perimeter Boundaries: There shall be a zero minimum building and pavement setback from any perimeter boundary of this subarea that is not adjacent to a public right-of-way.

3. All primary buildings shall maintain a proportional distance of three (3) feet for every one foot in height (3:1) to any property line that is adjacent to a residential use or residential zoning district.

All primary buildings are subject to the minimum standards of this Setback Subsection as listed above and shall be no less than the greatest (further distance) required building setback. If multiple buildings of varying heights are proposed for construction at the same time, the average setback between all those buildings may be applied to achieve a unified setback distance or as approved in the Master Landscape Standards Plan detailed in Section VIII.J below.

4. Elimination of Setbacks: In the event that a parcel located within this subarea and an adjacent parcel located outside of this subarea (a) come under common ownership or control, (b) are zoned to allow compatible non-residential uses, and (c) are combined into a single parcel, then any minimum building, pavement, or landscaping setbacks set forth in this text shall no longer apply with respect to these parcels.

VI. Architectural Standards:

A. Building Height: The maximum building height for structures in this subarea shall be 65 feet.

B. Service and Loading Areas: Service areas and loading docks shall be screened in accordance with City Code unless otherwise provided in this text.

C. Building Design:

1. Building designs shall not mix architectural elements or ornamentation from different styles.

2. Buildings shall be required to employ a comparable use of materials on all elevations.

3. The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.

4. For office buildings and complexes, achieving a human or pedestrian scale for the entire building is of less concern. When achieving such a scale is desired, it may be achieved by careful attention to width of facades, size and spacing of window and door openings, and floor to floor heights on exterior walls. The primary entrance should be clearly delineated and provide a pedestrian scale experience.

5. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.

6. Elements such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, disguised, and located so as to minimize their visibility and visual impact. Screening of these elements shall be provided when visible from a public right-of-way.

7. Accessory or ancillary buildings, whether attached or detached, shall be of similar design, materials and construction as the nearest primary structure. Fenestration themes that employ windows, panels and piers that are consistent with the architectural vocabulary of the building are encouraged.

D. Building Form:

1. All buildings on a site and each side of a building shall be designed to be compatible with each other and to reflect a consistent design approach.

2. Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. In non-stylistic contemporary designs, low or flat roofs may be employed. Roof visibility shall be minimized.

E. Materials:

1. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete (finish subject to staff approval) shall be permitted, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.

2. Prefabricated metal buildings and untreated masonry block structures are prohibited.

3. Generally, the quantity of types of materials selected for abuilding shall be minimized. A single material selection for the independent building components of roof, wall and accents is permitted (i.e., architectural grade shingle roof with brick masonry wall and EIFS cornice and accents).

4. Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.

F. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed to accommodate certain uses which are not governed by the City's Design Guidelines and Requirements (DGRs). For example, buildings that are constructed for the operation of warehousing and/or distribution uses are not subject to the DGRs and can present challenges in meeting the community standard for architectural design. Such buildings are necessarily large and typically include long walls that together form a square or rectangular box. The goal for the development of buildings that are not subject to the DGRs is to balance the practical needs of these buildings with the desire to provide exterior designs that are attractive and complimentary to the architecture that will be found elsewhere in this zoning district.

Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings that

are not subject to the DGRs in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these standards are meant to allow for some flexibility to encourage innovative design provided that the spirit and intent of these provisions are met.

In conjunction with an application for a certificate of appropriateness for each building or structure in this subarea that is not subject to or governed by the DGRs, the applicant shall be required to submit to the City illustrations of the proposed exterior design of the building or structure for review and approval by the Design Review Committee contemplated in Section 1144.04(q) of the City Code. In designing such buildings, the user or applicant shall take into account the following, which are intended to set a level of expectation for the quality of design:

1. Architectural design for all portions of a building or structure that are visible from a public right-of-way shall meet the community standard in terms of quality while taking into account the unique nature of the use(s) that will be found therein.

2. Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include, but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height.

3. The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces or similar devices.

4. Contemporary exterior designs, while not required, shall be encouraged in order to create architecture that does not look aged or dated even man years after the facility is built.

5. Landscaping and/or the use of existing vegetation shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from public rights-of-way.

VII. Access, Parking, Site Circulation, and Traffic Commitments:

A. Prior to submitting an application with the City for a preliminary plat relating to any public streets in this subarea, the Developer shall be required to obtain approval of an access management plan for the subarea from the Design Review Committee contemplated in Section 1144.04(q) of the City Code. In addition to other items, the access management plan also shall provide details regarding the screening of headlights from residential properties immediately adjacent to this subarea and on the west side of Beech Road.

B. The developer shall work with the City Manager's designee to determine the appropriate timing and phasing of all required street improvements.

C. The number, locations, and spacing of curbcuts on public rights-of-way shall be determined and approved by the City Manager's designee in consultation with the developer at the time that a certificate of appropriateness is issued for a project in this subarea.

D. Parking and loading spaces shall be provided for each use as per Chapter 1167 of the Codified Ordinances of the City of New Albany.

VIII. Buffering, Landscaping, Open Space, and Screening: The following landscaping requirements shall apply to this subarea:

A. Tree Preservation: Reasonable and good faith efforts will be made to preserve existing trees and tree rows occurring within the setbacks in this subarea. Standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

B. Screening of Parking: A landscape buffer to screen parking areas shall be located within the pavement setback or buffer zones that abut public rights-of-way, residential areas, and green space. This buffer may contain landscape material, mounding, or a combination of both and shall have a minimum height of four (4) feet and a minimum opacity of 75% and designed per the city landscape architect's standard.

C. Screening of Mechanical Equipment: All mechanical devices, and similar devices shall be screened from all public right-of-ways. Landscaping, walls, or painting to blend features to the primary structure shall be provided.

D. Beech Road:

1. Landscaping within the pavement setbacks along Beech Road shall be coordinated and consistent throughout this Zoning District.

2. A landscape buffer shall be located within the pavement setbacks along Beech Road. This area may also be developed with a comprehensive (may be off site) stormwater management system.

E. Street Trees: A street tree row shall be established along all publicly dedicated rights-of-way within or adjacent to this subarea and shall contain one (1) tree for every thirty (30) feet of rad frontage. Street trees may be grouped or regularly spaced as directed by the city landscape architect. Minimum street tree size at installation shall be three (3) caliper inches. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the City Landscape Architect.

F. Parking Areas: Within this subarea, there shall be not less than one (1) tree planted for every ten (10) parking spaces located therein. At least five percent (5%) of the vehicular use area shall be landscaped or green space (or tree areas). Parking lots shall be designed to accommodate parking lot islands with tree(s) at the end of parking aisles.

G. Pedestrian Circulation: An internal pedestrian circulation system shall be created so that a pedestrian using a public sidewalk or leisure trail along a public street can access the adjacent buildings through their parking lots as delineated with markings, crosswalks, and/or different materials, directing foot traffic, where possible, away from primary access drives. Final locations of public sidewalks and/or leisure trails within this subarea shall be installed as required by code and approved by the Design Review Committee contemplated in Section 1144.04(q) of the City Code prior to the City's issuance of a certificate of appropriateness for development in this subarea.

H. Minimum On-Site Tree Sizes: Unless otherwise set forth herein, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.

I. Should weather conditions not allow all street tree installation prior to infrastructure acceptance, all street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.

J. A Master Landscape Standards Plan previously has been created for the Beech Road corridor and approved by the Planning Commission on June 5, 2017. All landscape plans for this subarea shall conform to the Master Landscape Standards Plan and are subject to review and approval by the City Landscape Architect.

K. Tree Replacement: All "Protected Trees" that die or are severely harmed due to construction within this zoning district (other than as a result of constructing roadways) shall be replaced elsewhere within the zoning district on a tree-for-tree basis in accordance with a replacement plan that shall be subject to the approval of City staff. Replacement trees shall be at least two and one half (2 ½) caliper inches in diameter at installation. For purposes of this provision, the term "Protected Trees" shall be defined to mean any tree with a trunk that measures six (6) inches or more in diameter at breast height (4.5 feet above the ground).

IX. Lighting:

A. All parking lot and private driveway lighting shall be cut-off type fixtures and down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site.

B. All parking lot lighting shall be of the same light source type and style. Building pedestrian, and landscape lighting may be incandescent or metal halide.

C. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed thirty (30) feet in height.

D. Lighting details shall be included in the landscape plan which is subject to review and approval by the City Landscape Architect.

E. No permanent colored lights or neon lights shall be used on the exterior of any building.

F. All lighting on the site shall be in accordance with City Code.

G. Street lighting must meet the City Standards and Specifications.

X. Signage; Sound:

A. All signage shall meet the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.

B. A Master Sign Plan shall be created for this subarea to ensure appropriate relationships among building elevations, signage, and circulation. A Master Sign Plan shall be submitted and approved by the Planning Commission before any on-premise signage may be installed. All signage shall conform to the Master Sign Plan. Any substantial change to the number, size, or location requires a new Master Sign Plan to be approved by the Planning Commission. The Master Sign Plan may come to the Planning Commission alone or in combination with the Master Landscape Standards Plan for consideration and approval.

C. No outdoor speaker systems shall be permitted in this subarea.

X. Utilities: All new electric lines along all new public roadways shall be installed underground.

PROPOSED ANNEXATION
1.97+/- ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situate in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Township 2, Range 15, United States Military Lands, being all of that 1.973 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201708090016707, (all references refer to the records of the Recorder's Office, Licking County, Ohio, except as noted) being more particularly described as follows:

Beginning, for reference, in the centerline of Beech Road (Township Road 88) in the southerly line of said Section 16 and the northerly line of Section 25, Township 2, Range 15, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-23-2011, of record in Instrument Number 201206120012996;

Thence North 03° 29' 09" East, with said centerline, said Corporation Line, a distance of 519.86 feet to the southwesterly corner of said 1.973 acre tract and the northwesterly corner of that 2.171 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201707240015539, being the TRUE POINT OF BEGINNING;

Thence North 03° 29' 09" East, continuing with said centerline, being the westerly line of said 1.973 acre tract, the easterly line of that 2.097 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201409030016934, that 2.91 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201409160017933 and that 9.378 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201509140019689, with the existing City of New Albany Corporation Line as established by Ordinance Number O-15-2015, of record in Instrument Number 201506090011435, and with the existing City of New Albany Corporation Line as established by Ordinance Number O-27-2016, of record in Instrument Number 201612050026926, a distance of 165.00 feet to a point at the southwesterly corner of that 0.938 acre tract conveyed to the City of New Albany by deed of record in Instrument Number 201707240015539, being an angle point in said Corporation Line (Ord. No. O-23-2011);

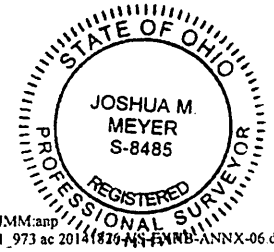
Thence with said Corporation Line (Ord. No. O-23-2011), the following courses and distances:

South 86° 30' 23" East, with the northerly line of said 1.973 and the southerly lines of said 0.938 acre tract and that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 201708100016884, a distance of 520.96 feet to a northeasterly corner of said 1.973;

South 03° 29' 09" West, with a line common to said 1.973and 323.145 acre tracts, a distance of 165.00 feet to the southeasterly corner of said 1.973 acre tract; and

North 86° 30' 23" West, with said common line, a distance of 520.96 feet to the TRUE POINT OF BEGINNING, containing 1.97 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

8-21-2017

Joshua M. Meyer
Professional Surveyor No. 8485

JMM:anp
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Prepared: 11/20/2017
Introduced: 11/28/2017
Revised: 12/15/2017
Adopted: 12/19/2017
Effective: 12/19/2017

ORDINANCE O-22-2017

ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2018

WHEREAS, Ohio Revised Code §5705.38(A) requires the taxing authority of each political subdivision to pass an annual appropriation measure on or about the first day of each year; and

WHEREAS, Council for the City of New Albany, State of Ohio, wishes to provide for funding for current expenses and other expenditures of the city during fiscal year 2018.

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

Section 1: To provide for the current expenses and other expenditures within the 2018 Annual Budget Program of the City of New Albany during the fiscal year ending December 31, 2018, the annual sums as follows are hereby set aside and appropriated:

Fund	Department	Category	Amount
General	Police	Personal Services	4,232,786
General	Police	Operating and Contractual Services	205,550
General	Community Development	Personal Services	1,361,974
General	Community Development	Operating and Contractual Services	1,602,500
General	Public Service	Personal Services	2,677,166
General	Public Service	Operating and Contractual Services	652,000
General	Land & Building Maintenance	Operating and Contractual Services	~~1,128,400~~ 1,168,400 *
General	Council	Personal Services	194,650
General	Council	Operating and Contractual Services	245,820
General	Administrative Services	Personal Services	1,251,970
General	Administrative Services	Operating and Contractual Services	961,535

*Per floor amendment to include additional $40,000 for cemetary maintenance

Fund	Department	Category	Amount
General	Finance	Personal Services	510,610
General	Finance	Operating and Contractual Services	474,125
General	Legal	Operating and Contractual Services	400,000
General	General Administration	Personal Services	216,250
General	General Administration	Operating and Contractual Services	540,500
General	N/A	Capital	75,000
General	N/A	Transfers & Other Financing Uses	3,988,977
		Total General Fund	~~20,719,813~~ 20,759,813 *

Fund	Department	Category	Amount
Severance Liability	Finance	Personal Services	300,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	200,000
Street Construction, Maintenance & Repair	N/A	Capital	300,000
State Highway	Public Service	Operating and Contractual Services	20,000
State Highway	N/A	Capital	20,000
Permissive Tax	Public Service	Operating and Contractual Services	65,000
Permissive Tax	N/A	Capital	30,000
Economic Development	Community Development	Operating and Contractual Services	1,750,000
Economic Development	N/A	Transfers & Other Financing Uses	528,738
Hotel Excise Tax	Community Development	Operating and Contractual Services	100,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	460,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	293,708
Mayors Court Computer	Administrative Services	Operating and Contractual Services	6,500
Oak Grove EOZ	Finance	Operating and Contractual Services	4,895,000
Central College EOZ	Finance	Operating and Contractual Services	1,229,000
Oak Grove II EOZ	Finance	Operating and Contractual Services	1,411,000
Blacklick EOZ	Finance	Operating and Contractual Services	3,143,000
Alcohol Education	Police	Operating and Contractual Services	1,000
Drug Use Prevention Program Grant	Police	Personal Services	35,500
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
Safety Town	Police	Operating and Contractual Services	42,000
DUI Grant	Police	Personal Services	2,500
Law Enforcement Assistance	Police	Personal Services	1,200
K-9 Patrol	Police	Operating and Contractual Services	10,000
Windsor TIF	Public Service	Operating and Contractual Services	250,000
Windsor TIF	Finance	Operating and Contractual Services	535,000
Windsor TIF	N/A	Transfers & Other Financing Uses	727,185

Fund	Department	Category	Amount
Wentworth Crossing TIF	Finance	Operating and Contractual Services	80,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	100,500
Hawksmoor TIF	Finance	Operating and Contractual Services	50,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	16,201
Enclave TIF	Finance	Operating and Contractual Services	19,500
Saunton TIF	Finance	Operating and Contractual Services	41,000
Richmond Square TIF	Finance	Operating and Contractual Services	31,000
Richmond Square TIF	N/A	Transfers & Other Financing Uses	75,281
Tidewater I TIF	Finance	Operating and Contractual Services	125,000
Ealy Crossing TIF	Finance	Operating and Contractual Services	77,000
Upper Clarenton TIF	Finance	Operating and Contractual Services	146,550
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	210,000
Balfour Green TIF	Finance	Operating and Contractual Services	9,000
Balfour Green TIF	N/A	Transfers & Other Financing Uses	7,130
Straits Farm TIF	Finance	Operating and Contractual Services	450,000
Blacklick TIF	Finance	Operating and Contractual Services	15,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	265,780
Blacklick II TIF	Finance	Operating and Contractual Services	500
Village Center TIF	Finance	Operating and Contractual Services	312,000
Village Center TIF	N/A	Transfers & Other Financing Uses	534,525
Research & Technology District TIF	Finance	Operating and Contractual Services	1,400
Oak Grove II TIF	N/A	Capital	500,000
Oak Grove II TIF	General Administration	Transfers & Other Financing Uses	115,000
Village Center II TIF	Finance	Operating and Contractual Services	37,448
		Total Special Revenue Funds	**19,578,396**

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	3,590,879
		Total Debt Service Funds	**3,590,879**

Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	2,010,000
Capital Improvement	Finance	Operating and Contractual Services	58,000
Park Improvement	N/A	Capital	2,100,000
Park Improvement	Finance	Operating and Contractual Services	12,000
Water & Sanitary Sewer Improvement	N/A	Capital	10,150,000
Water & Sanitary Sewer Improvement	N/A	Transfers & Other Financing Uses	216,760
Leisure Trail Improvement	N/A	Capital	10,000
Bond Improvement	N/A	Capital	17,000,000
Bond Improvement	N/A	Transfers & Other Financing Uses	1,000,000
Capital Equipment Replacement	N/A	Capital	444,300
Oak Grove II Infrastructure	N/A	Capital	1,000,000
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	20,000
Economic Development Capital	N/A	Capital	6,500,000
		Total Capital Projects Funds	**40,521,060**
		Total All Funds	~~84,481,148~~ 84,521,148 *

Section 2: To affect the purposes of the foregoing appropriations, the city manager is authorized to enter into agreements on such terms determined in the city manager's discretion, consistent with all other ordinances and resolutions in effect and enacted from time to time.

Section 3: The Director of Finance is authorized to allocate the appropriations for a department within activities. Except as provided in Section 4, the Director of Finance is authorized to approve transfers between activities, provided that funds may not be transferred between appropriation line items.

Section 4: The Director of Finance is authorized to transfer up to $10,000 between appropriation line items, provided that such transfers are within the same fund and department, where applicable.

Section 5: The Director of Finance is hereby authorized to reflect these appropriations in the new financial software, which may result in an appropriation to a different Fund/Department/Category as otherwise listed in this appropriation.

Section 6. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 7: Pursuant to the Article VI, § 6.07(a) of the charter of the City of New Albany, this ordinance shall take effect upon passage.

CERTIFIED AS ADOPTED this _____ day of _____, 2017.

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 **O-22-2017** were posted in accordance with Section 6.12 of the Charter for 30 days starting on December 20, 2017.

Jennifer Mason, Clerk of Council

12/20/17
Date

Prepared: 11/15/2017
Introduced: 12/05/2017
Revised:
Adopted: 12/19/2017
Effective: 01/19/2018

ORDINANCE O-23-2017

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 1.97+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to petition filed by Aaron L. Underhill and David Hodge, agent for petitioners, with the Licking County Development and Planning Department, on September 19, 2017, and

WHEREAS, the foregoing Resolution #92-65 of the Licking County Commissioners was delivered to the City of New Albany on September 29, 2017, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to Resolution R-104-2014 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation.

WHEREAS, the real estate is located in Licking County and is subject to the "New Albany East Community Authority" and subject to a special property assessment in compliance therewith, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 1.97+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: City Council of the City of New Albany hereby accepts the annexation of a 1.97 +/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The Clerk is herewith directed to deliver certified copies of this ordinance and other Proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 19 **day of** December**, 2017.**

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 **O-23-2017** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 20, 2017.

Jennifer Mason, Clerk of Council

12/20/2017
Date

Exhibit A - O-23-2017

PROPOSED ANNEXATION
1.97+/- ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situate in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Township 2, Range 15, United States Military Lands, being all of that 1.973 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201708090016707, (all references refer to the records of the Recorder's Office, Licking County, Ohio, except as noted) being more particularly described as follows:

Beginning, for reference, in the centerline of Beech Road (Township Road 88) in the southerly line of said Section 16 and the northerly line of Section 25, Township 2, Range 15, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-23-2011, of record in Instrument Number 201206120012996;

Thence North 03° 29' 09" East, with said centerline, said Corporation Line, a distance of 519.86 feet to the southwesterly corner of said 1.973 acre tract and the northwesterly corner of that 2.171 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201707240015539, being the TRUE POINT OF BEGINNING;

Thence North 03° 29' 09" East, continuing with said centerline, being the westerly line of said 1.973 acre tract, the easterly line of that 2.097 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201409030016934, that 2.91 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201409160017933 and that 9.378 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201509140019689, with the existing City of New Albany Corporation Line as established by Ordinance Number O-15-2015, of record in Instrument Number 201506090011435, and with the existing City of New Albany Corporation Line as established by Ordinance Number O-27-2016, of record in Instrument Number 201612050026926, a distance of 165.00 feet to a point at the southwesterly corner of that 0.938 acre tract conveyed to the City of New Albany by deed of record in Instrument Number 201707240015539, being an angle point in said Corporation Line (Ord. No. O-23-2011);

Thence with said Corporation Line (Ord. No. O-23-2011), the following courses and distances:

South 86° 30' 23" East, with the northerly line of said 1.973 and the southerly lines of said 0.938 acre tract and that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 201708100016884, a distance of 520.96 feet to a northeasterly corner of said 1.973;

South 03° 29' 09" West, with a line common to said 1.973and 323.145 acre tracts, a distance of 165.00 feet to the southeasterly corner of said 1.973 acre tract; and

North 86° 30' 23" West, with said common line, a distance of 520.96 feet to the TRUE POINT OF BEGINNING, containing 1.97 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

8-21-2017

Joshua M. Meyer
Professional Surveyor No. 8485

JMM:anp
1_973 ac 2014 820-MS-EMH-ANNX-06.docx

PROPOSED ANNEXATION OF 1.97± ACRES TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

SECTIONS 16, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Proposed Annexation
of 1.97 +/- acres to the City of New Albany

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

_____
Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20__ _____
Commissioner

Petition Approved _____, 20__ _____
Commissioner

_____
Commissioner

Transferred this ___ day of _____, 20___, upon the duplicates of this office.

Containing _____ acres.
Transfer Fee _____
_____
Licking County Auditor

Received for Record _____, 20__, at _____(AM-PM) and recorded _____, 20__, in plat ordinance, petition, etc. in Instrument Number_____.

Plat Fee _____
Ordinance, etc. Fee _____
_____
Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____ passed _____, 20___, and approved by the mayor on _____, 20___, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest_____
Clerk, City of New Albany

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE

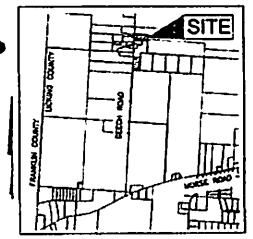
EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 1371.92 feet, of which 1371.92 feet is contiguous with the City of New Albany by Ordinance Numbers O-23-2011, O-15-2015, O-27-2016, giving 100% perimeter contiguity.

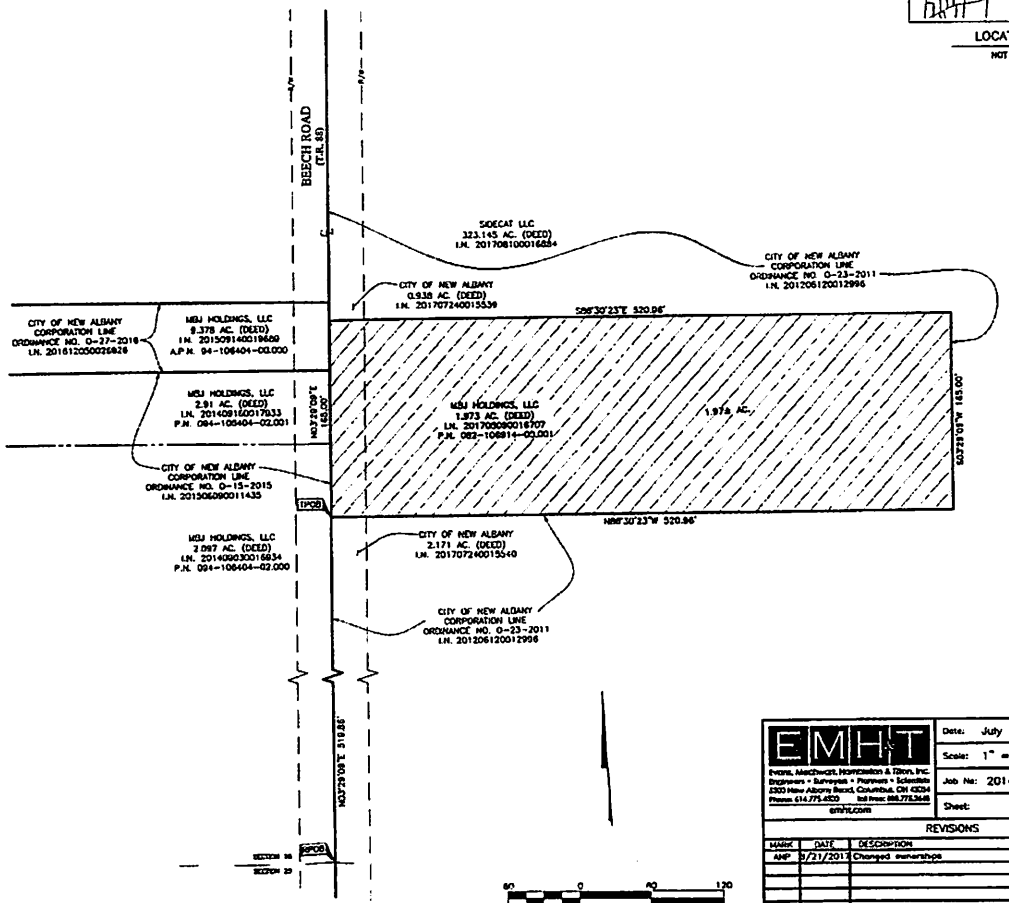
Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

STATE OF OHIO
JOSHUA M. MEYER
8-8485
REGISTERED
PROFESSIONAL SURVEYOR

By _____ 8-21-2017
Joshua M. Meyer
Professional Surveyor No. 8485
Date



LOCATION MAP
NOT TO SCALE



EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 toll free: 888.775.3648
emht.com

Date:	July 17 2017
Scale:	1" = 60'
Job No:	2014-1826
Sheet:	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION
AMP	8/21/2017	Changed ownerships

New Albany Company / NACO Annexation / 2014-1826 / 20141826-VS-EXHB-ANNX-08

Exhibit B - O-23-2017

Prepared: 11/15/2017
Introduced: 12/05/2017
Revised:
Adopted: 12/19/2017
Effective: 01/19/2018

ORDINANCE O-24-2017

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 2.4+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to petition filed by Aaron L. Underhill and David Hodge, agent for petitioners, with the Licking County Development and Planning Department, on September 19, 2017, and

WHEREAS, the foregoing Resolution #92-66 of the Licking County Commissioners was delivered to the City of New Albany on September 29, 2017, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to Resolution R-104-2014 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation.

WHEREAS, the real estate is located in Licking County and is subject to the "New Albany East Community Authority" and subject to a special property assessment in compliance therewith, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 2.4+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: City Council of the City of New Albany hereby accepts the annexation of a 2.4 +/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The Clerk is herewith directed to deliver certified copies of this ordinance and other Proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

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 **O-24-2017** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 20, 2017.

Jennifer Mason, Clerk of Council

12/20/17
Date

Exhibit A - O-24-2017

PROPOSED ANNEXATION

2.4± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Township 2, Range 15, United States Military Lands, being all of that 2.365 acre tract conveyed to MBJ Holdings LLC by deed of record in Instrument Number 201502270003615, (all references refer to the records of the Recorder's Office, Licking County, Ohio, except as noted) being more particularly described as follows:

BEGINNING at the southeasterly corner of said 2.365 acre tract, in the centerline of Beech Road (T.R. 88) on the southern line of Section 16, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-23-2011, of record Instrument Number 201206120012996 and an angle point of existing City of New Albany Corporation Line as established by Ordinance Number 0-15-2015, of record Instrument Number 201506090011435 and in the westerly line of that 2.171 acre tract conveyed to the City of New Albany by deed of record in Instrument Number 201707240015540.

Thence North 86° 36' 50" West, with said southern line of Section 16 and the southern line of said 2.365 acre tract, along the said City of New Albany Corporation Line (Instrument Number 201506090011435), with the northern lines of that 1.916 acre tract conveyed to MBJ Holdings, LLC by Deed of record Instrument Number 201403040003839 and that 13.973 acre tract conveyed to MBJ Holdings, LLC by deed of record Instrument Number 200201170002294, a distance of 680.16 feet to a common corner of said 2.365 acre tract and that 2.636 acre tract as conveyed to MBJ Holdings, LLC, by deed of record in Instrument Number 201401130000743.

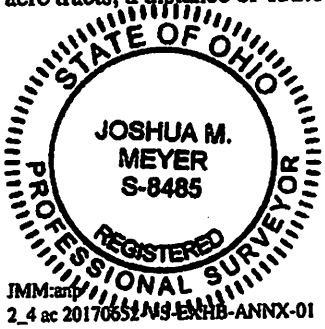
Thence with the common line to said 2.365 acre tract and said 2.636 acre tract, with said City of New Albany Corporation Line (Instrument Number 201506090011435), the following courses and distances:

North 45° 35' 06" East, a distance of 187.12 feet to a point;

North 77° 53' 04" East, a distance of 225.93 feet to a point; and

South 78° 41' 08" East, a distance of 340.85 feet to a common corner of said 2.365 and 2.636 acre tracts in the westerly line of said 2.171 acre tract and in the centerline of Beech Road, said City of New Albany Corporation Line (Instrument Number 201206120012996).

Thence South 03° 42' 05" West, with the centerline of Beech Road, City of New Albany Corporation (Instrument Number 201206120012996) and with a line common to said 2.365 and 2.171 acre tracts, a distance of 152.00 feet to the POINT OF BEGINNING, containing 2.4 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

8-24-2017

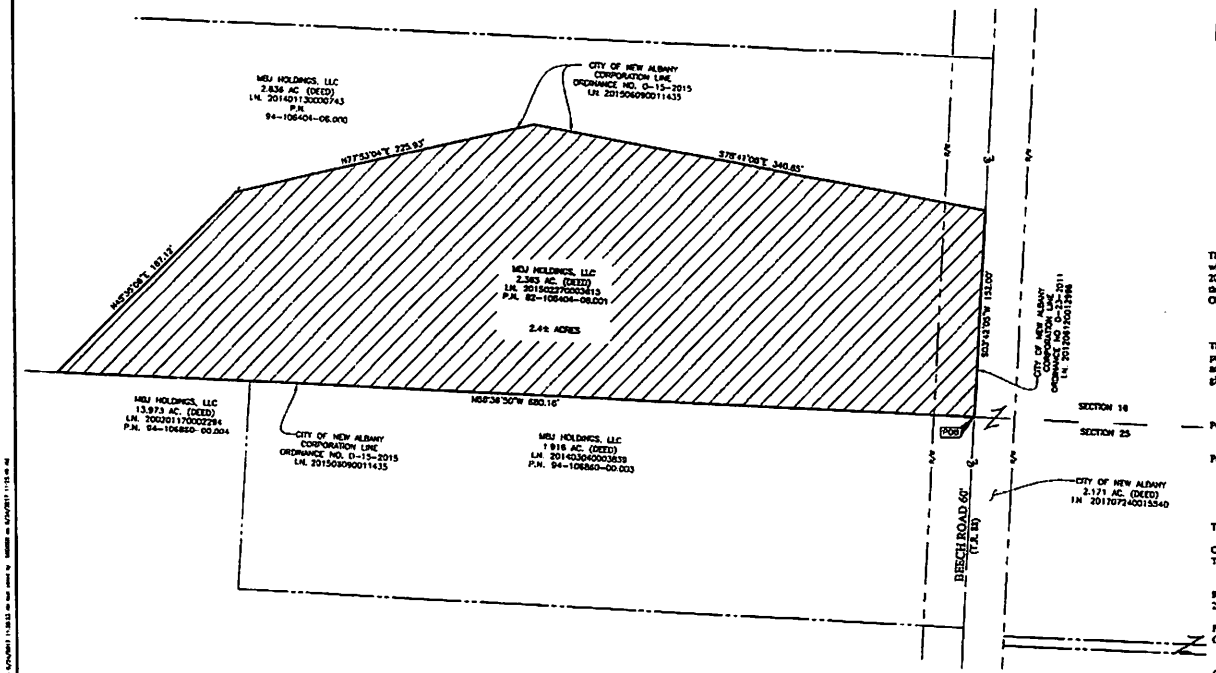
Joshua M. Meyer
Professional Surveyor No. 8485

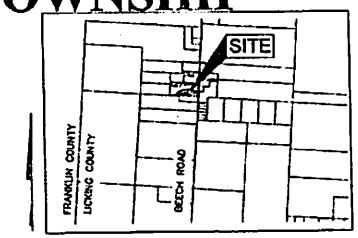
JMM:amp
2_4 ac 20170652 JMM-EXHB-ANNX-01

Exhibit B - O-24-2017

PROPOSED ANNEXATION OF 2.4± ACRES TO CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

SECTION 16, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO





LOCATION MAP AND BACKGROUND DRAWING
Not to Scale

Proposed Annexation
of 2.4 +/- acres to the City of New Albany

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

_____
Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20__ _____ Commissioner

Petition Approved _____, 20__ _____ Commissioner

_____ Commissioner

Transferred this ___ day of _____, 20___, upon the duplicate of this office.

Containing _____ acres.
Transfer Fee _____
_____
Licking County Auditor

Received for Record _____, 20__, at _____(AM-PM) and recorded _____, 20__, in plat ordinance, petition, etc. in Instrument Number _____.

Plat Fee _____
Ordinance, etc. Fee _____
_____
Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____ passed _____, 20___, and approved by the mayor on _____, 20___, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest _____
Clerk, City of New Albany

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 1586.06 feet, of which 1586.06 feet is contiguous with the City of New Albany by Ordinance Number O-23-2011 and Ordinance Number O-15-2015, giving 100% perimeter contiguity.

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

STATE OF OHIO
JOCHUA M. MEYER
8-8483
REGISTERED
PROFESSIONAL SURVEYOR

By _____ 8-24-2017
Joshua M. Meyer
Professional Surveyor No 8483
Date

50' 0 50' 100'
GRAPHIC SCALE (In feet)

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date: July 17, 2017
Scale: 1" = 50'
Job No: 2017-0652
Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION
AMP	8/24/2017	Changed adjoining owner

ANNEXATION FOR NEW ALBANY COMPANY / 20170852-VS-EOG-NWOI-01

Prepared: 11/15/2017
Introduced: 12/05/2017
Revised:
Adopted: 12|19|2017
Effective: 01|19|2018

ORDINANCE O-25-2017

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 5.2+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to petition filed by Aaron L. Underhill and David Hodge, agent for petitioners, with the Licking County Development and Planning Department, on September 19, 2017, and

WHEREAS, the foregoing Resolution #92-67 of the Licking County Commissioners was delivered to the City of New Albany on September 29, 2017, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to Resolution R-104-2014 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation.

WHEREAS, the real estate is located in Licking County and is subject to the "New Albany East Community Authority" and subject to a special property assessment in compliance therewith, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 5.2+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: City Council of the City of New Albany hereby accepts the annexation of a 5.2+/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The Clerk is herewith directed to deliver certified copies of this ordinance and other Proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

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 **O-25-2017** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 20, 2017.

Jennifer Mason, Clerk of Council

12/20/17
Date

Exhibit A - O-25-2017

PROPOSED ANNEXATION

5.2± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Township 2, Range 15, United States Military Lands, being all of that 4.019 acre tract conveyed as Parcel I and that 1 acre tract conveyed as Parcel II to MBJ Holdings, LLC, by deed of record in Instrument Number 201708230017742 and being part of that 0.938 acre tract convey to the City of New Albany by deed of record in Instrument number 201707240015539, (all references refer to the records of the Recorder's Office, Licking County, Ohio, except as noted) being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Beech Road (County Road 88) with the line common to Section 16 and Section 25 of said Township 2, Range 15;

Thence North 03° 29' 09" East, with said centerline, a distance of 965.86 feet to a point;

Thence North 02° 59' 27" East, continuing with said centerline, a distance of 372.64 feet to the southeasterly corner of said 4.019 acre tract and the northeasterly corner of that 57.212 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200505200015068, being in the existing southerly line of that City of New Albany Corporation Line as established by Ordinance Number O-30-2002, of record Instrument Number 200210280040677, the TRUE POINT OF BEGINNING;

Thence with the common line to said 4.019 acre tract and said 57.212 acre tract, with said City of New Albany Corporation Line (Instrument Number 200210280040677), the following courses and distances:

North 86° 54' 31" West, a distance of 456.89 feet to a point;

North 02° 19' 27" East, a distance of 660.64 feet to a common corner of said 4.019 and 57.212 acre tracts in the southerly line of that 51.478 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201501140000751, on the City of New Albany Corporation Line as established by Ordinance Number O-11-2015, of record Instrument Number 201506090011437;

Thence with the common line to said 4.019 acre tract and said 51.478 acre tract, with said City of New Albany Corporation (Instrument Number 201506090011437), the following courses and distances:

South 86° 43' 15" East, a distance of 203.51 feet to a point;

South 03° 12' 01" West, a distance 330.00 feet to the northwesterly corner of said 1 acre tract and a southwesterly corner of said 51.478 acre tract;

Thence South 86° 43' 15" East, with the common line of said 1 acre tract and said 51.478 acre tract and partially across said 0.938 acre tract, a distance of 293.10 feet to a point in the easterly right of way line of Beech Road (County Road 88), said City of New Albany Corporation Line (Instrument Number 200210280040677), the easterly line of said 0.938 acre tract, and the westerly line of that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 201708100016884;

Thence South 03° 08' 02" West, with the line common to said 0.938 acre tract and said 323.145 acre tract, with said right of way line, and with said City of New Albany Corporation Line (Instrument Number 200210280040677), a distance of 328.96 feet to a point;

Thence North 86° 54' 31" West, across said 0.938 acre tract with said City of New Albany Corporation Line (Instrument Number 200210280040677), a distance of 30 feet to the TRUE POINT OF BEGINNING, containing 5.2 acres, more or less.

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, ECHWART, HAMBLETON & TILTON, INC.

8-24-2017

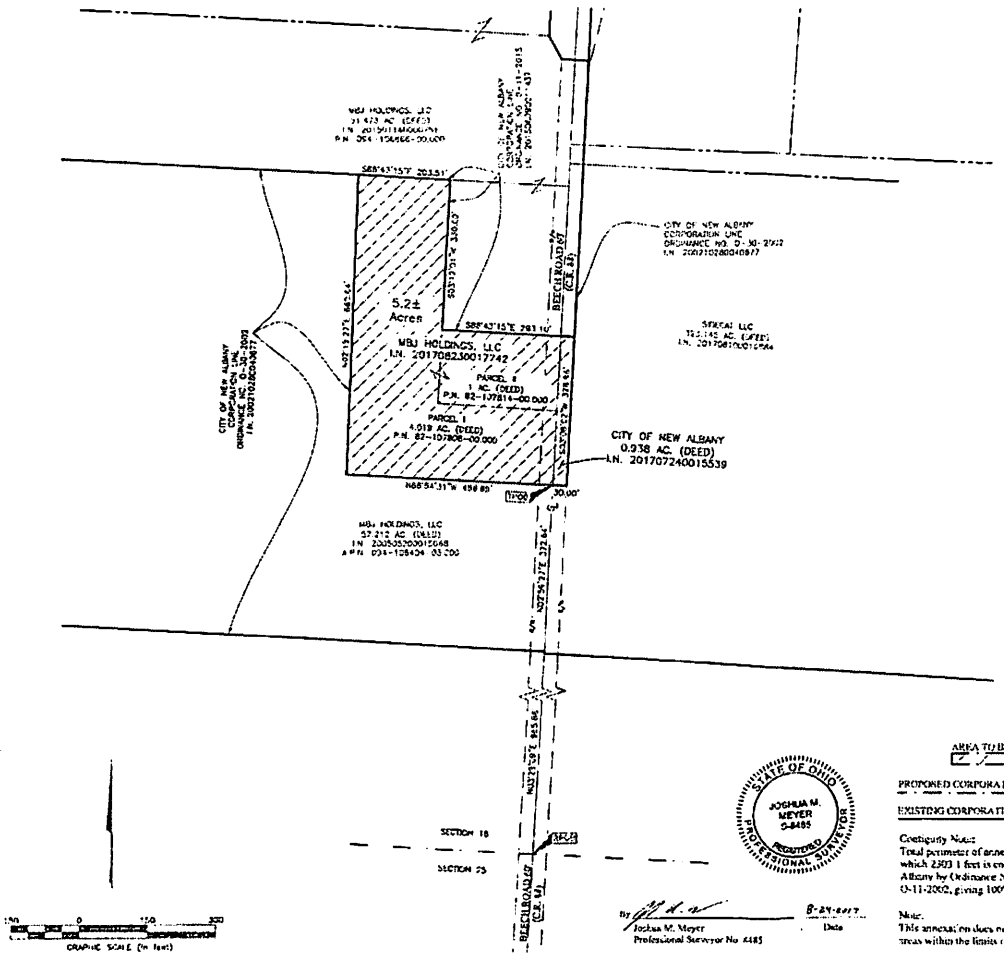
Joshua M. Meyer
Professional Surveyor No. 8485

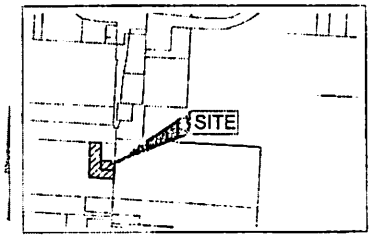
JMM:anp
5_2 ac 20170652 [illegible]

Exhibit B - O-25-2017

PROPOSED ANNEXATION OF 5.2± ACRES TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

SECTION 16, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO





LOCATION MAP
Not to Scale

Proposed Annexation
of 5.2+/- acres to the City of New Albany

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

_____
Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20__ _____
Commissioner

Petition Approved _____, 20__ _____
Commissioner

_____
Commissioner

Transferred this ___ day of _____, 20___, upon the duplicates of this office

Containing _____ acres
Transfer Fee _____ _____
Licking County Auditor

Received for Record _____, 20__, at _____ (AM-PM) and recorded _____, 20__, in plat ordinance, petition, etc. in Instrument Number _____

Plat Fee _____
Ordinance, etc. Fee _____ _____
Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____ passed _____, 20___, and approved by the mayor on _____, 20___, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest _____
Clerk, City of New Albany

AREA TO BE ANNEXED

PROPOSED CORPORATION LINE

EXISTING CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 2303.10 feet, of which 2303.1 feet is contiguous with the Village of New Albany by Ordinance Numbers O-30-2002 and O-11-2002, giving 100% perimeter contiguity.

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

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

By _____ 8-24-2017
Joshua M. Meyer, Date
Professional Surveyor No. 8485

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date	July 17, 2017
Scale	1" = 150'
Job No.	2017-0552
Sheet	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION
AMP	7/25/2017	Filed title to our 5.2± Acres
ahp	8/24/2017	Updated ownership

ANNEXATION FOR NEW ALBANY COMPANY/ 20170652-VS-EXHD ANNX-02

Prepared: 11/27/2017
Introduced: 12/05/2017
Revised: 12/15/2017
Adopted: 12/19/2017
Effective: 12/19/2017

ORDINANCE O-26-2017

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31, 2017 AND TO ISSUE A THEN AND NOW CERTIFICATE

WHEREAS, it is necessary to increase and/or transfer expenditure appropriations within multiple funds to ensure expenditures do not exceed appropriations;

WHEREAS, it is necessary to reduce certain expenditure appropriations in multiple funds at year end to ensure that funds are not over appropriated;

WHEREAS, it is necessary to issue a Then and Now Certificate for Huntington Bank; and
NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1. City Council hereby authorizes an increase in appropriations as follows:

242.706.527325	Payment to NACO	$	280,419
239.706.525503	Project Expense		(600,000)
239.720.523404	County Charges		(42,916)
239.706.527326	Repayment		783,859
301.850.526111	Debt Service Principal		460,000
301.850.526212	Debt Service Interest		9,775

Section 2. City Council hereby authorizes a reduction in appropriations as follows:

410.705.525503	Project Expense	$	(2,000,000)
404.705.525503	Project Expense		(1,000,000)
422.706.527326	Repayment To NACA ED Fund		(2,900,836)
405.705.525503	Project Expense		(750,000)

Section 3. City Council hereby authorizes a transfer of appropriations as follows:

411.710.523038	Professional Services Retainer	$	(10,472)
411.710.525100	Parks & Trails Projects		10,472

Section 4. City Council hereby authorizes the Finance Director to make transfers as needed between appropriation line items of funds in order to bring expenditures in line with appropriation line items and restore

appropriations reduced within this ordinance if necessary to bring expenditures in line with appropriaiton line items.

Section 5. City Council hereby authorizes the Finance Director to increase appropriations as needed up to $100,000 in order to accommodate unforeseen expenditures and ensure amounts are within appropriations.

Section 6. City Council hereby authorizes the Finance Director to adjust appropriations within the Economic Opportunity Zone funds and the Hotel Excise Tax fund in accordance with actual receipts received in 2017 to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2017.

Section 7. Council hereby authorizes a Then and Now Certificate to Huntington Bank in an amount not to exceed $469,775.

Section 8. 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 9. Pursuant to the Article VI, § 6.07(a) of the charter of the City of New Albany, this Ordinance shall take effect upon passage.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

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 **O-26-2017** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on December 20, 2017.

Jennifer Mason, Clerk of Council

12/20/17
Date

Prepared:	11/22/2017
Introduced:	12/05/2017
Revised:	
Adopted:	12/19/2017
Effective:	12/19/2017

RESOLUTION R-60-2017

A RESOLUTION TO AMEND, RENEW, AND EXECUTE THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER FOR 2018

WHEREAS, after evaluation of the city manager, council has determined that Joseph Stefanov has again met council's goals and objectives established for the manager and, by this resolution, hereby authorizes the renewal of the amended Employment Agreement with Joseph Stefanov for 2018.

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

Section 1. Council hereby finds that the continued employment of Joseph Stefanov as city manager is in the best interest of the city and is necessary to promote the public health safety and welfare.

Section 2. Joseph Stefanov's employment shall be continued under the terms and conditions set forth in the amended Employment Agreement herein attached as Exhibit A.

Section 3. Council hereby authorizes the execution of the amended Employment Agreement with Joseph Stefanov.

Section 4. It is hereby determined that all formal actions of the council concerning and relating to the passage of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and 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 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-60-2017

EMPLOYMENT AGREEMENT

The City of New Albany, an Ohio Municipal Corporation, (hereinafter called "City"), hereby agrees to employ Joseph F. Stefanov as City Manager (hereinafter called the "Manager") to perform the functions and duties of the City Manager as set forth in the City Charter, the New Albany Codified Ordinances and such other statutory and legally permissible duties and functions as Council shall direct or assign. The Manager agrees to accept such employment under the terms and conditions hereinafter set forth.

SECTION 1. SALARY AND EVALUATION

A. Council shall determine the Manager's base rate of compensation annually for calendar year 2018 and in each subsequent contract year, in addition to any cost of living increase given to non-union City employees during such period. The Manager shall also be eligible for a merit-based performance adjustment as Council may determine. Any such merit-based performance adjustment shall be independent of the base rate of compensation and shall be based on the Manager's successfully addressing goals established by Council. Additionally, any such merit-based performance adjustment shall not serve to increase the Manager's base rate of compensation in subsequent contract years. Nothing contained herein shall limit Council's ability to modify the Manager's base rate of compensation. The Manager's compensation shall be payable in installments at the same time as other City employees are paid.

B. Council shall conduct a formal performance evaluation of the Manager, prior to the expiration of each contract term or at a subsequent time as Council may determine. The evaluation

should be discussed with the Manager so as to provide feedback and establish goals and performance objectives for the next contract year. The award of any such merit-based pay performance adjustment will be at the sole and exclusive discretion of Council.

SECTION 2. TRAVEL ALLOWANCE

The Manager shall be paid a monthly automobile allowance of six hundred dollars ($600.00) per month in lieu of reimbursement for travel expenses not associated with professional conferences and training.

SECTION 3. HOLIDAYS, VACATION, SICK LEAVE AND RETIREMENT

The Manager shall accrue holidays, vacation, sick leave and retirement benefits pursuant to Chapter 155 of the City's Codified Ordinances.

SECTION 4. LIFE, HEALTH AND LIABILITY INSURANCE

The Manager shall receive life and health insurance pursuant to Chapter 155 of the City's Codified Ordinances. Additionally, the City will provide public official's liability insurance for the Manager.

SECTION 5. PROFESSIONAL DEVELOPMENT

Subject to budgetary constraints and approval of curriculum, Council hereby agrees to pay the travel and subsistence expenses of the Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the Manager and to adequately pursue

necessary official and other functions for Council, including but not limited to the Annual Conference of the International City Managers Association, the Ohio Municipal League, and such other national, regional, state and local governmental groups and committees thereof which the Manager serves as a member.

SECTION 6. DUES AND SUBSCRIPTIONS

Council agrees to pay the dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional development and for the good of City.

SECTION 7. HOURS OF WORK

A. It is recognized the Manager must devote time outside normal office hours to City business, and to that end the Manager will be allowed to take compensatory time off as deemed appropriate during said normal office hours.

B. The Manager shall not spend any time teaching, consulting, or other non-City related income producing activity without the express prior approval of Council.

SECTION 8. TERM OF AGREEMENT

A. The term of this Agreement shall be from January 1, 2018 through December 31, 2018. Notwithstanding any other provisions contained herein, this Agreement will be automatically renew for additional one (1) year periods, unless Council provides the Manager with ninety (90) days written notice of non-renewal prior to September 30 of any contract year. Any such automatic renewal shall be

on the same terms as the previous year's Agreement, provided however that Council may make such modifications as are set forth in Section 1 of this Agreement. The Manager agrees to remain in the exclusive employ of the City during the term of this Agreement or any extension thereof. The Manager agrees not to become employed by any other employer during the term of this agreement, unless Council terminates the Manager during the term of this agreement as provided in Section 9; or, the Manager resigns after proper notice as provided in Section 8 (C); or unless this provision is modified by mutual agreement of Council and the Manager.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the absolute right of Council, in its sole and exclusive discretion, to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 9, Paragraphs A and B, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from this position with the City. The Manager shall give Council ninety (90) days written notice should the Manager voluntarily resign this position prior to the expiration of this Agreement or any extensions thereof.

SECTION 9. SEVERENCE PAYMENT

A. In the event the Manager is terminated by Council prior to the expiration of this Agreement or any extensions thereof, and if at such time the Manager remains willing to perform the duties of the Manager, then Council agrees to pay the Manager a lump sum cash severance payment equal to twelve (12) months' aggregate salary; provided, however, that if the Manager is terminated for willful failure or refusal to comply with the policies, rules, regulations, standards or direction established by Council, or if the Manager is convicted of an illegal act involving dishonesty, theft or

misconduct, then Council shall have no obligation to make such severance payment.

B. In the event Council at any time during the employment term reduces salary or other financial benefits of the Manager in a percentage greater than an applicable across-the-board reduction for all non-union City employees, or in the event Council refuses, following written notice, to comply with any other provision benefiting the Manager, or the Manager resigns following a request by Council for such resignation, then, at the sole discretion of the Manager, the Manager may be deemed to be "terminated" on the effective date of Manager's resignation and the Manager shall be entitled to receive the severance benefit set forth herein, based upon the Manager's salary prior to any such salary reduction

C. If the Manager voluntarily resigns, there shall be no severance pay.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager; provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Codified Ordinances, or any other law.

B. All applicable provisions of the City Charter, City Codified Ordinances, regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereinafter may exist in the City, in addition to said benefits enumerated specifically for the benefit of the Manager, except as herein provided, shall also apply to the Manager.

SECTION 11. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties, and replaces and supersedes any previous Agreements.

B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement shall become effective commencing January 1, 2018. If executed after such date, this agreement shall apply retroactively to January 1, 2018.

This Agreement is executed this _____ day of December, 2017 at New Albany, Ohio.

_____
SLOAN T. SPALDING, MAYOR
CITY OF NEW ALBANY, OHIO

_____
JOSEPH F. STEFANOV, CITY MANAGER

APPROVED AS TO FORM:

_____
MITCHELL H. BANCHEFSKY, LAW DIRECTOR

Fiscal Officer's Certificate

As Finance Director of the City of New Albany, I do hereby certify that funds in the amount designated in this Contract have been lawfully appropriated or authorized or directed for the contract between the City of New Albany and Joseph F. Stefanov for this Contract and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certification now outstanding.

DATE: _____

_____
Bethany Staats, CPA, FINANCE DIRECTOR

Prepared:	11/22/2017
Introduced:	12/19/2017
Revised:	
Adopted:	12|19|2017
Effective:	12|19|2017

RESOLUTION R-63-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH SIEKMAN AND SIEKMAN, LLC FOR GOVERNMENT RELATIONS SERVICES

WHEREAS, in the Spring of 2014 city council authorized the city manager to advertise for and accept proposals for government relations services and to enter into a professional services contract with the preferred, individual and/or firm; and

WHEREAS, The Strategy Group was determined to be the most qualified firm to serve as the city's government relations consultant; and

WHEREAS, The Strategy Group served in this capacity from July 1, 2014 through December 31, 2016; and

WHEREAS, Pamela and Dwayne Siekman were the principle representatives of The Strategy Group for the City of New Albany; and

WHEREAS, Pamela and Dwayne Siekman established effective relationships with officials of the State of Ohio on behalf of the City of New Albany and provided vital assistance in the city's efforts to obtain a State of Ohio Capital Fund Grant; and

WHEREAS, in October of 2016, Pamela and Dwayne Siekman notified the city that they were modifying their relationship with The Strategy Group and forming the government relations firm, Siekman and Siekman, LLC; and

h**WHEREAS,** the city manager has recommended that the city obtain government relations services from **WHEREAS,** the city manager has recommended that the city obtain government relations services from Siekman and Siekman, LLC in order to maintain continuity and continue to develop relationships with officials of the State of Ohio.

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: The city manager is hereby authorized to execute a contract with Siekman and Siekman, LLC to provide government relations services on behalf of the City of New Albany for the period of January 1, 2018, through December 31, 2018.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting 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 VI of the Charter of the City of New Albany, this resolution shall take effect and be in force at the earliest period provided by law.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A – R-63-2017

SERVICE AGREEMENT

This Master Consulting Agreement, executed as of the 1st day of January, 2018, between Siekman and Siekman, LLC (Siekman), an Ohio limited liability company, headquartered at 4597 Neiswander Square, New Albany, Ohio 43054 and the City of New Albany, Ohio located at 99 West Main Street, New Albany, Ohio 43054.

I. SERVICES

Siekman shall provide to the City of New Albany, Ohio services as agreed upon and attached as Statements of Work (SOW) and referencing this Master Consulting Agreement (the "Services"). Multiple SOW's may be associated with this Master Consulting Agreement at any given period of time.

II. FINANCIAL ARRANGEMENTS

1. Fees

Siekman will bill the City of New Albany, Ohio for Services as indicated in each SOW.

2. Expenses

(a) Expenses. Siekman will bill the City of New Albany, Ohio monthly for expenses incurred on your behalf, including, but not limited to, items such as lodging and airfare. We will obtain your authorization before making any commitments for any out-of-pocket expenditure in excess of $100 on your behalf.

3. Invoice Payment Terms

(a) The City of New Albany, Ohio agrees to pay all undisputed invoices within thirty (30) days. In the unlikely event that our invoices remain unpaid for more than sixty (60) days, we may, at our discretion, suspend work on your account. In addition, in the event any invoices become overdue, all subsequent payments may, at our option, first be applied to those invoices which are overdue for the longest period of time until all payments are up to date.

(b) Siekman will review each bill for accuracy and value before we send it to you. However, it is important that you also immediately review our bills and approve them for payment. If you cannot approve any portions of our bills, you agree to contact us immediately and to discuss the problem. If you do not inform us of your disapproval of our billings or the overall amount of our ongoing charges, we will continue to provide Services in reliance on your implied approval of our billings.

III. TERM; TERMINATION

1. The term of this Agreement shall commence as of January 1, 2018 and shall continue for a period of twelve (12) months. The contract shall expire at the end of the initial

twelve-month period unless the City of New Albany, Ohio notifies Siekman within thirty (30) days of the expiration date of its intent to renew. The renewal period shall be for an additional twelve (12) months.

2. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other party. During the notification period, the rights, duties and responsibilities of the City of New Albany, Ohio and Siekman as Client and Agency shall continue in full force and effect, including, but not limited to, us continuing to be ready and willing to render Services on your behalf and the payment of all fees, expenses and other sums as provided herein.

IV. OWNERSHIP OF MATERIALS

We acknowledge and agree that all final and fully paid for photography, brochures, manuals, film, signage, press kits, and other materials (collectively referred to as "Materials") generated by or for the City of New Albany, Ohio in the performance of this Agreement shall be deemed "work made for hire" and shall, as between the City of New Albany, Ohio and Siekman, be your exclusive property, subject to any third party rights, restrictions or obligations of which we notify you. Likewise, you acknowledge that we retain ownership of all works of authorship created by or for us prior to or separate from the performance of Services under this Agreement, including, but not limited to, our proprietary information/services, software applications, databases, computer programs (including code), media lists, and third party relationships held by us ("Agency Property").

V. INDEMNIFICATION

The services to be performed under this Agreement will be performed entirely at Siekman's risk, and Consultant assumes all responsibility for the condition of supplies and equipment used in the performance of this Agreement. Siekman agrees to indemnify the City of New Albany for any liability or loss arising out of Siekman's failure to comply with applicable State lobbying statutes or regulations.

1. We will indemnify, defend and hold you harmless against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which you may incur as the result of any claim, suit or proceeding brought or threatened against you pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism based upon your authorized use of the Materials we provide under this Agreement, except to the extent that such claims arise from information or materials supplied by or through you.

2. IN NO EVENT SHALL EITHER PARTY BE LAIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES TO BE PROVIDED HEREUNDER OR THAT ANY SOFTWARE OR OTHER ELECTRONIC DEVICES PROVIDED OR WEBSITE CREATED OR HOSTED

BY AGENCY WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION, AND THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITTNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

VI. EMPLOYEE PROTECTION

Siekman, like the City of New Albany, Ohio, devotes time and energy to the training and experience of staff. Therefore, each of us agrees not to hire, employ or engage as an independent contractor or consultant, any of the other party's employees, without written consent of the other party, during the term of this Agreement and for a one year period thereafter. In the unlikely event that either party violates this provision, such party will pay the other party a recruiting fee equal to the employee's current annual compensation, which the parties agree is a reasonable estimate of actual damages in lost revenues, recruiting fees and productivity costs associated with a replacement.

VII. CONFIDENTIALITY

Each of party agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of Services under this Agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential. The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction or (c) are independently developed without reference to information received hereunder from the other party. In addition, either party may make disclosures of confidential information required by valid order of any court or other authorized governmental entity, provided that, to the extent permissible, such party promptly notifies the other party and provides reasonable cooperation, at the other party's expense, with the other party's efforts, if any, to limit disclosure and to obtain confidential treatment or a protective order. In the event that disclosure to a third party is required for the performance of Services under this Agreement, such third party must first be bound by duties of confidentiality at least as stringent as those set forth herein.

VIII. AGREEMENT DISCLOSURE

Siekman may publicize our Agreement to work with you in the form of press releases and announcements and will immediately include your name in our client roster for the purpose of further business developments efforts.

IX. DISPUTE RESOLUTION

Siekman hopes and expects that our relationship will be mutually beneficial and cooperative. However, in the unlikely event that a dispute arises between us that we are unable to resolve between ourselves, the parties agree to resolve our differences by mediation before a neutral mediator under the auspices of the American Arbitration Association. Each party shall bear half the costs of mediation. In the event the dispute is not resolved in mediation, the parties agree to arbitrate any dispute arising under this Agreement before an arbitrator under the auspices of the American Arbitration Association.

The mediation and, if necessary, the arbitration shall take place in Delaware or Franklin County, Ohio in the office of the American Arbitration Association closest to that county. In the event that arbitration is necessary, the prevailing party shall have its costs associated with the arbitration, including its reasonable attorneys' fees, paid by the other party.

X. FAILURE OF SUPPLIERS; FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than your payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. In addition, although we shall endeavor to guard against any loss to you as the result of the failure of media or suppliers to properly execute their commitments, we will not be responsible for their failure or their other acts or omissions. You acknowledge that we have no control over information and Materials once they have been published, released or posted in the public domain as requested or approved by you, including, without limitation, via seeding Materials on social networking and video sharing websites or via the use of internet-based "widgets." As such, we shall not be responsible for ensuring the accuracy of what any third party publishes or any other resulting third party actions.

XI. GENERAL TERMS

1. Nothing contained in this Agreement shall create any partnership or joint venture between the parties and we shall not be deemed to be your employee. We will be acting as your agent when purchasing materials or services on your behalf, and you agree that all orders placed and contracts entered into by us on your behalf with our suppliers and other persons may so state. You acknowledge that we may from time to time use consultants and/or subcontractors in the performance of our Services hereunder.

2. This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement is made in Ohio and shall be construed and interpreted in accordance with the law of Ohio applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this Agreement and may not be changed orally but only in writing signed by both parties.

Please acknowledge your acceptance by signing and returning a copy of this agreement. We look forward to a mutually rewarding relationship.

IN WITNESS THEROF, the Parties to this agreement have executed said Agreement on the date first entered above.

Sincerely,
Siekman and Siekman, LLC

_____
Pamela R. Siekman
Co-Founder and CEO

AGREED TO AND ACCEPTED:

By: _____

Printed Name: _____

Title: _____

Date: _____

Statement of Work

Master Consulting Agreement dated January 1, 2018

1. Description of Services

Client-Consultant Communications:

- Members of the Siekman team will be available for a weekly or bi-weekly call with the City of New Albany's City Manager and City staff.
- Upon request, Siekman will be available for in-person meetings to allow for more in-depth strategizing and planning.
- Upon request, Siekman will present policy updates to the City Manager, City staff, and City Council.
- Upon request, Siekman will meet with City Council.
- Upon request, Siekman will submit a written report on specific legislation.
- Upon request, Siekman will develop/create and promote new legislation.

Government and Public Affairs:

- Siekman will utilize its relationships with the Administration, state legislature, municipalities and federal officials and agencies to lobby and promote the City of New Albany's interests and priorities.
- In collaboration with the New Albany City Manager, Siekman will deliver a report detailing meetings held, action items, bill updates and other relevant news.
- Monitoring Legislation and Rules, Influencing Policymakers, Developing Amendments and Lobbying to Accomplish Objectives: In line with the City of New Albany's priorities and objectives, Siekman will, based upon timing of the opportunity, work to alter, defeat and/or pass amendments and legislation favorable to the City of New Albany.
- Siekman will schedule, coordinate, provide background information and attend meetings with elected officials, Administration personnel and other federal employees, with and without the New Albany City Manager and City staff.

Siekman Resources:

- The City of New Albany will be provided with political networking opportunities, receptions, briefings and meetings with Siekman clients.

2. Fees

Siekman will bill the City of New Albany for its Services as follows:

- Monthly Retainer: A $5,500 monthly fee, will be billed to the City of New Albany on the first day of each month.

3. Duration

Twelve (12) month engagement beginning January 1, 2018. Thirty (30) day cancellation notice required by either party.

Please acknowledge your acceptance of the Statement of Work by signing and returning a copy. We look forward to a mutually rewarding relationship.

AGREED TO AND ACCEPTED:

By: _____	By: _____
Name: Pamela Siekman	Name: _____
Title: Co-Founder and CEO	Title: _____
Date:_____	Date: _____

APPROVED AS TO FORM:

By: _____

Name: Mitchell H. Banchefsky
Title: Law Director

Prepared:	11/22/2017
Introduced:	12/19/2017
Revised:	
Adopted:	12/19/2017
Effective:	12/19/2017

RESOLUTION R-64-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY WITH MITCHELL BANCHEFSKY TO PROVIDE LEGAL SERVICES TO THE CITY

WHEREAS, the City of New Albany is in need of a Director of Law to be the prosecuting attorney and legal counsel for the city, to represent the city in all proceedings in court or before any administrative board or body, and to perform other duties as required in accordance with New Albany City Charter Section 8.04(b), by city legislation, by council, or by the city manager, and

WHEREAS, in the Fall of 2014, council authorized the city manager to solicit proposals and resumes from qualified law firms and individual attorneys to serve the city in the capacity of Director of Law, and

WHEREAS, Mitchell Banchefsky was determined to be the most qualified to serve as Director of Law for the City of New Albany at that time, and

WHEREAS, Mitchell Banchefsky has served the city in the capacity of Director of Law since 1997, and

WHEREAS, it is the city's desire to contract with Mitchell Banchefsky through a professional services contract in the capacity of Director of Law to be effective January 1, 2018 through December 31, 2018.

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: Pursuant to Section 8.04 of the Charter, the City Manager is hereby authorized to enter into a professional services contract (Exhibit A) with Mitchell Banchefsky to serve as Director of Law and to provide legal services to the City of New Albany. Such contract shall be in effect through December 31, 2018.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting 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 VI of the Charter of the City of New Albany, this Resolution shall take effect and be in force at the earliest period provided by law.

CERTIFIED AS ADOPTED this 19th **day of** December **, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A – R-64-2017

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEW ALBANY AND ATTORNEY MITCHELL H. BANCHEFSKY 2018

Preamble

This Professional Services Agreement, between the CITY OF NEW ALBANY, an Ohio municipal corporation (the City) and Attorney **Mitchell H. Banchefsky** (Law Director, or Solicitor), was originally authorized pursuant to Resolution R-64-2017 (passed December XX, 2017), and which takes effect January 1, 2018.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Purpose of Representation

Pursuant to the City Charter and the laws of the State of Ohio, the City hereby retains attorney Mitchell H. Banchefsky to serve as Solicitor/Law Director (Solicitor) for the City, and its elected and appointed officials. The Solicitor shall be responsible for performing any and all duties pursuant to the City Charter, City ordinances and laws of the State of Ohio.

2. Compensation

A. Fixed Rate Services – Except as otherwise set forth herein, Solicitor shall perform all legal services, as determined by the City Manager (Manager), on behalf of the City for an annual fee of One Hundred Forty Thousand Four Hundred Twenty-Five Dollars ($140,425.00), payable in equal monthly installments of Eleven Thousand Seven Hundred Two Dollars and Eight Cents ($11,702.08). Such legal services shall also include the prosecution of Mayor's Court cases (the Solicitor shall not be responsible for prosecuting City cases transferred from Mayor's Court to the Franklin or Licking County Municipal Court or originating in any other courts, unless otherwise agreed to by the parties).

It is the intention of the parties that this fixed fee shall cover the majority of all services provided to the City under this Agreement, including attendance at City Council meetings, as well as City Board and Commission meetings as requested by the Manager. In providing such services, is anticipated that the Solicitor shall devote approximately 25 hours per week.

B. Extraordinary Legal Services - With the approval of the Manager, Solicitor may provide additional legal services involving extraordinary legal matters, at a fee determined by the Manager, as agreed to by the parties. It is the intent of the parties that this subsection shall be utilized only for significant, non-routine projects, which could include by way of example: major litigation (not covered by insurance), litigation initiated by the City,

collective bargaining, complex real estate matters (other than routine purchase/sale contract review and closing), and similar non-routine major assignments.

3. Settlement Authority

No settlement of any nature shall be made for any City claims or suits without approval of the Manager and Council.

4. Special Counsel

The Solicitor, with the approval of the Manager shall have the right to utilize the services of other attorneys as Assistant Solicitor, Prosecutor, and/or Special Counsel.

5. Expenses

Court costs and all reasonable expenses incurred by the Solicitor on the City's behalf shall be billed to the City. Such expenses include, without limitation, funds advanced on behalf of the City, electronic/online research, deposition and discovery costs. Solicitor shall be responsible for all other expenses.

6. Billing

The Solicitor will provide the Manager with monthly itemized billing statements generally setting forth not only all "Fixed Rate Services," but also services pre-approved "Extraordinary Services" (if any). Billing statements shall be in a form acceptable to the Manager and Finance Director.

7. Professional Liability Insurance

The Solicitor, as well as all attorneys providing services on behalf of the City, shall at all times maintain professional liability insurance in an amount satisfactory to the City and shall provide evidence of such coverage upon request of the Manager.

(Remainder of this page left intentionally blank)

8. Term of Agreement

This Agreement shall remain in effect from January 1, 2018, through December 31, 2018. This Agreement is terminable by either party upon thirty (30) days written notice.

Dated: _____ CITY OF NEW ALBANY

By: _____
Joseph F. Stefanov,
City Manager

BY SIGNING THIS AGREEMENT, SOLICITOR ACKNOWLEDGES AND AGREES THAT HE HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED HIM AS AN INDEPENDENT CONTRACTOR AND THAT HE HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON HIS BEHALF FOR THESE SERVICES.

Dated: _____ MITCHEL H. BANCHEFSKY

By: _____
Mitchell H. Banchefsky,
Solicitor/Law Director

Fiscal Officer's Certificate

As Finance Director of the City of New Albany, I do hereby certify that funds in the amount necessary to support this Agreement have been lawfully appropriated or authorized or directed for the Agreement between the City of New Albany and Attorney Mitchell H. Banchefsky, for the herein contract and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certification now outstanding.

Dated: _____ _____
Bethany Staats, CPA, Finance Director

* Approved with conditions.
See 12/19/17 minutes.

Prepared:	11/22/2017
Introduced:	12/05/2017
Revised:	
Adopted:	12/19/2017
Effective:	12/19/2017

RESOLUTION R-65-2017

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

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 east of the Franklin County line, west of Beech Road, north of Smith's Mill Road and south of Jug Street, as illustrated in the exhibits of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property comprised of a real estate parcel totaling approximately 108+/- 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; and

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

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

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

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

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 19th **day of December, 2017** *

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell Banchefsky
Law Director

CERTIFICATE OF COPY

I, Jennifer Mason, Clerk of Council of the City of New Albany, Ohio, hereby certify that this document is a true and correct copy of Resolution No. R-65-2017 passed by the Council on December 19, 2017, signed by Mayor Sloan Spalding, and effective on December 19, 2017.

Jennifer Mason, Clerk of Council

12/20/17
Date

Exhibit A – R-65-2017

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 the Franklin County Line, west of Beech Road, north of Smith's Mill Road and south of Jug Street, 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, 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 Exhibit

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 100% of the real property tax revenue that the Township would have received during the previous calendar year had the TIF not been granted by the City.

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 Central College Road / Jug Street. Certain additional public infrastructure improvements also may need to be made by the City from time-to-time in the future in order to serve the area generally identified as the Blacklick Campus.

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

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

If to Township:

Jersey Township Board of Trustees
_____
_____
Fax: _____

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

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

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

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

City of New Albany

By:_____
Joseph Stefanov, City Manager

Approved as to Form:

_____
Mitchell Banchefsky,
Law Director

Jersey Township

By:_____
Derek Myers, Trustee

By:_____
Jim Endsley, Trustee

By:_____
Ed Bright, Trustee

Approved as to Form:

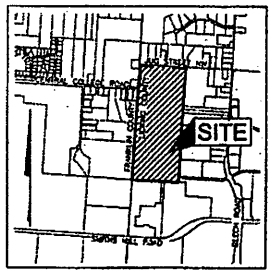
_____
[INSERT NAME AND TITLE]

EXHIBIT A

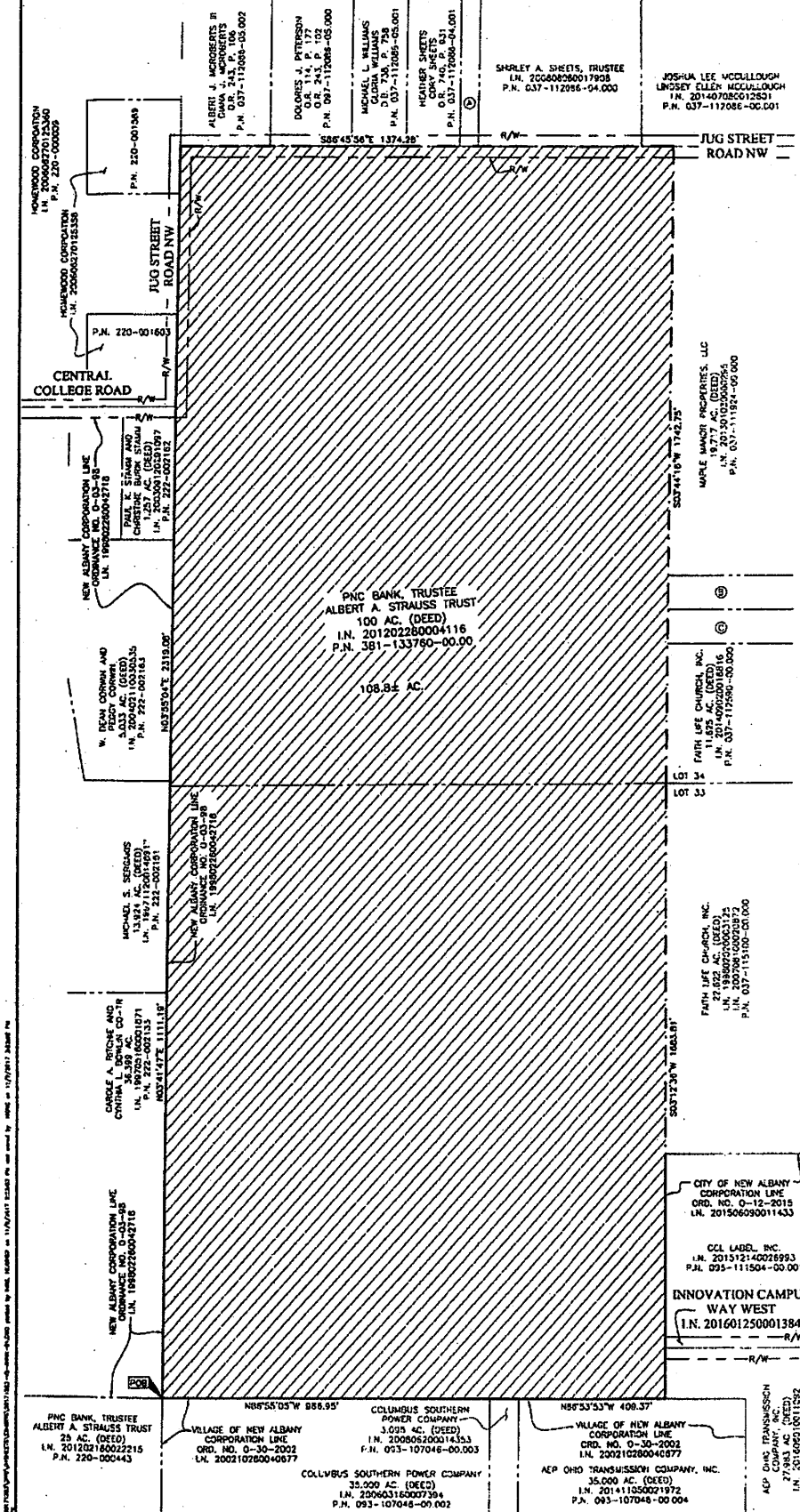
Depiction of the "Property"

ANNEXATION OF 108.8± ACRES
TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

LOTS 33 AND 34, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP
NOT TO SCALE



Proposed Annexation
of 108.8 acres to the City of New Albany

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

_____
Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20__ _____ Commissioner

Petition Approved _____, 20__ _____ Commissioner

_____ Commissioner

Transferred this ___ day of _____, 20___, upon the duplicates of this office.

Containing _____ acres.

Transfer Fee _____ _____ Licking County Auditor

Received for Record _____, 20__, at _____(AM-PM) and recorded _____, 20__, in plat ordinance, petition, etc. in Plat Book Volume ___, Page ___.

Plat Fee _____

Ordinance, etc. Fee _____ _____ Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____ passed _____, 20___ and approved by the mayor on _____, 20___, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest _____
Clerk, City of New Albany

AREA TO BE ANNEXED

PROPOSED CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 9627.42 feet, of which 4752.36 feet is contiguous with the Village of New Albany by Ordinance Number O-03-98, Ordinance Number O-30-2002 and Ordinance Number O-12-2015, and giving 49% perimeter contiguity.

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

200' 0 200' 400'
GRAPHIC SCALE (in feet)

STATE OF OHIO
HEATHER L KING
S-8307
REGISTERED PROFESSIONAL SURVEYOR

Heather L. King
Professional Surveyor No. 8307

11/8/17
Date

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

Date:	November 8, 2017
Scale:	1" = 200'
Job No:	2017-1283
Sheet:	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

PowerGrid / 20171283-VS-ANNX-01

EXHIBIT B

Description of the Property"

COLLibrary 0127273.0609412 534654v2

PROPOSED ANNEXATION OF
108.8± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 33 and 34, Township 2, Range 15, United States Military Lands, being all of that 100 acre tract conveyed to PNC Bank, Trustee of the Albert A. Strauss Trust, by deed of record in Instrument Number 201202280004116, (all references refer to the records of the Recorder's Office, Licking County or Franklin County, Ohio, as noted) being more particularly described as follows:

BEGINNING in the line common to Franklin County and Licking County, at the common corner of said 100 acre tract, that 35.000 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200603160007394 (Licking County), that 25 acre tract conveyed to PNC Bank, Trustee of the Albert A. Strauss Trust by deed of record in Instrument Number 201202160022215 (Franklin County) and that 36.399 acre tract conveyed to Carole A. Ritchie and Cynthia L. Bowlin, Co-Trustees by deed of record in Instrument Numbers 199703180055428 and 199704080068837 (Franklin County), being a common corner of the City of New Albany Corporation Line as established by Ordinance Number O-03-98, of record in Instrument Number 199802260042718 (Franklin County) and Ordinance Number O-30-2002, of record in Instrument Number 200210280040677 (Licking County);

Thence North 03° 41' 47" East, with said County line, the line common to said 100 acre and 36.399 acre tracts, with said existing Corporation Line (O-03-98), a distance of 1111.19 feet the southeasterly corner of that 13.924 acre tract conveyed to Michael S. Sergakis by deed of record in Instrument Number 199711200148917 (Franklin County);

Thence North 03° 55' 04" East, continuing with said County line, with the westerly line of said 100 acre tract, the easterly line of said 13.924 acre tract, that 5.033 acre tract conveyed to W. Dean Corwin and Peggy Corwin by deed of record in Instrument Number 200402110030535 (Franklin County), that 1.257 acre tract conveyed to Paul K. Stamm and Christine Burik Stamm by deed of record in Instrument Number 200309120291097 (Franklin County), and those tract conveyed to Homewood Corporation by deeds of record in Instrument Number 200606270125358 and Instrument Number 200606270125360 (Franklin County), partly through Jug Street Road NW, and partly with said existing Corporation Line (O-03-98), a distance of 2319.08 feet to a point in the centerline of said Jug Street Road NW;

Thence South 86° 45' 56" East, with said centerline, the northerly line of said 100 acre tract, the southerly line of that tract conveyed to Albert J. McRoberts III and Diana J. McRoberts by deed of record in Official Record 243, Page 106 (Licking County), that tract conveyed to Dolores J. Peterson by deeds of record in Official Record 114, Page 177 and Official Record 243, Page 102 (Licking County), that tract conveyed to Michael L. Williams and Gloria Williams by deed of record in Deed Book 738, Page 758 (Licking County), those tracts conveyed to Heather Sheets and Cory Sheets by deeds of record in Official Record 740, Page 931 and Instrument Number 201511240025481 (Licking County), that tract conveyed to Shirley A. Sheets, Trustee, by deed of record in Instrument Number 200808060017906 (Licking County), and that tract conveyed to Joshua Lee McCullough and Lindsey Ellen McCullough by deed of record in Instrument Number 201407080012601, a distance of 1374.28 feet to the northwesterly corner of that 19.717 acre tract conveyed to Maple Manor Properties, LLC by deed of record in Instrument Number 201301030000295 (Licking County);

Thence South 03° 44' 16" West, with easterly line of said 100 acre tract, the westerly line of said 19.717 acre tract, that 3 acre tract conveyed to Erin L. Myers by deed of record in Instrument Number 201503020003793 (Licking County), that tract conveyed to Richard A. Brinson and Darlene K. Brinson by deed of record in Official Record 940, Page 847 (Licking County) and that 11.625 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201409020016816 (Licking County), a distance of 1742.75 feet to the

northwesterly corner of that 22.622 acre tract conveyed to Faith Life Church, Inc. by deeds of record in Instrument Numbers 199802020003125 and 200708100020872 (Licking County), being in the line common to said Lots 33 and 34;

Thence South 03° 12' 36" West, with the easterly line of said 100 acre tract, the westerly line of said 22.622 acre tract, that tract conveyed to CCL Label, Inc. by deed of record in Instrument Number 201512140026993 (Licking County), the westerly terminus of Innovation Campus Way West, of record in Instrument Number 201601250001384 (Licking County), and that 27.983 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record in Instrument Number 201606010011092 (Licking County), partially with the City of New Albany Corporation Line as established by Ordinance Number O-12-2015, of record in Instrument Number 201506090011433 (Licking County), a distance of 1683.81 feet to a point in the northerly line of that 35.000 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record in Instrument Number 201411050021972, being in said existing Corporation Line (O-30-2002);

Thence North 86° 53' 53" West, with the line common to said 100 acre and 35.000 acre tracts, with said existing Corporation Line (O-30-2002), a distance of 409.37 feet to the northeasterly corner of that 3.095 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200806200014353;

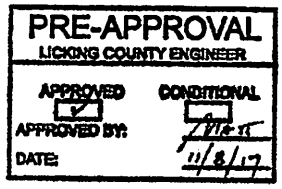
Thence North 86° 55' 05" West, with the southerly line of said 100 acre tract, the northerly line of said 3.095 acre tract and said 35.000 acre Columbus Southern Power Company tract, a distance of 986.95 feet to the POINT OF BEGINNING, containing 108.8 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

11/8/17

Heather L. King
Professional Surveyor No. 8307

HLK: iep
108_8 ac 20171017-VS-ANNX-01.docx



Prepared: 11/27/2017
Introduced: 12/19/2017
Revised:
Adopted: 12/19/2017
Effective: 12/19/2017

RESOLUTION R-66-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH ARCHITECTURE!OHIO, INC. TO PROVIDE COMMERCIAL AND RESIDENTIAL PLAN EXAMINATION AND INSPECTION SERVICES TO THE CITY

WHEREAS, the city is required by the State of Ohio to provide Chief Building Official services; and

WHEREAS, the city does not have appropriate personnel on staff to provide commercial plan examination services; and

WHEREAS, the city desires to contract for electrical inspection services, chief building official services and backup building inspection services; and

WHEREAS, Architecture!Ohio, Inc. is qualified to provide plan review and inspection services; and

WHEREAS, the city will require the services of Architecture!Ohio, Inc. to provide professional review and/or inspection services to maintain uninterrupted service to our customers.

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 services contract for professional services (Exhibits A, B, & C) with Architecture!Ohio, Inc. billed on an hourly basis, per our adopted fee schedule for the period January 1, 2018 through December 31, 2018.

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 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-66-2017

CONTRACT FOR PROFESSIONAL SERVICES

Chief Building Official Contract

This Agreement, entered into this _____ day of _____, 20___, by and between the City of New Albany ("the City") and Architecture! Ohio, Inc. ("the Consultant").

I. SCOPE OF SERVICES

A. The Consultant shall maintain in its employ a Chief Building Official, certified by the State of Ohio Board of Building Standards. Mr. Boryca is a certified Residential Building Official as well as a certified commercial Building Official. Ohio BBS Certification #140.

B. The Consultant agrees to be available to perform the duties of Chief Building Official, as required by the City and to maintain current Building and Life Safety Code(s) and their referenced Standards, necessary to perform said services for the City of New Albany, Community Development Department.

C. The Consultant further agrees to be available to represent the Community Development Department of the City of New Albany, as the Chief Building Official, as required in connection with any hearings and/or adjudication appeals, and generally to be available for technical services, discussions and meetings, as may be required by the Development Department.

D. Building Official duties will be provided to the Community Development Department as needed to uphold the duties and responsibilities of the Building Official, as required and outlined in the Ohio Building Code. architecture! will provide the Building Official services for both residential and commercial buildings, in accordance with the requirements of Section 104.2.1 of the 2011 Ohio Building Code. Mr. Boryca shall be responsible for the enforcement of the rules of the board and of Chapters 3781 and 3791 of the Revised Code for the City of New Albany. As the Building Official, Mr. Boryca shall conduct himself in a professional, courteous, impartial, responsive and cooperative manner. Mr. Boryca's duties as Building Official would be conducted in accordance with the City processes and administration procedures, which are in-place as previously established.

II. BASIS OF COMPENSATION

A. Building Official services are proposed in the following sums for the performance of the Building Official duties and will be billed at a minimum compensation of one-hour for the duties required. Multiple hours or additional time, will be billed subsequently or additionally for only the time spent on each successive building official service or duty performed, in quarter-hour increments, plus any mileage and/or drive time, door-to-door for meetings, etc.

Chief Building Official:
Residential & Commercial Capacities: $90 / Per Hour
Office Administrative Costs:

Clerical (In-House): $55 / Per Hour
Mileage Reimbursement: 54 cents per mile
(Rates permitted by the IRS, as adjusted annually)

B. The Consultant shall submit monthly statements of their time expended, to the City of New Albany Community Development Department.
C. The City of New Albany shall pay the Consultant within fifteen (15) days of the receipt of the statement.
D. The hourly compensation may be changed by the mutual agreement of the Consultant and the City of New Albany, endorsed in writing on this agreement.

E. REIMBURSABLE EXPENSES

Reimbursable Expenses shall be as follows:
Direct Expenses (Invoiced At Cost plus 10%)
Postage and Delivery Expenses: Actual Cost (If Required)
Reproduction Services: Actual Cost (If Required)

III. LENGTH OF CONTRACT

A. This Contract shall be in effect for the term of one (1) year and may be renewed on a one-year basis by mutual agreement of the parties to the contract.

IV. TERMINATION OF THE CONTRACT

A. This Contract may be terminated by either party upon thirty (30) days written notice.
B. Should the Consultant be terminated, they shall be paid all compensation due, up to the date of termination.

Architecture! Ohio, Inc.

_____
Michael A. Boryca
President

CITY OF NEW ALBANY

_____
Joseph Stefanov
City Manager

Mail all invoices to: City of New Albany
Attn: Accounts Payable
P.O. Box 188
New Albany, Ohio 43054

EXHIBIT B – R-66-2017

CONTRACT FOR PROFESSIONAL SERVICES

Commercial Plan Examination Contract

This Agreement, entered into this _____ day of _____, 20___, by and between the City of New Albany ("the City") and Architecture! Ohio, Inc. ("the Consultant").

I. SCOPE OF SERVICES

A. The Consultant shall provide commercial and residential plan review services to the City. The consultant agrees to employ and maintain in its employment for the term of this Contract, qualified personnel currently certified by the State of Ohio as a Plans Examiner.

B. The Consultant shall review drawings submitted to the Community Development Department for conformance with the Ohio Building Code as adopted by the State of Ohio and the City. Upon completion of the review, the Consultant shall provide the City with a review letter in conformance with OBC 107.4 and 107.5 of the building code as applicable to the submitted drawings, which shall set forth the areas found not to be clearly defined in the submitted drawings or not to be in compliance with the applicable code provisions.

C. The Consultant will provide preliminary plan review services "commercial walk-throughs" to the City when requested by an applicant and approved by the City.

D. The Consultant will act as the City's representative at hearings before the State Board of Building Appeals and/or the Board of Building Standards in conjunction with any plan review performed by the Consultant, when requested to do so and authorized by the City.

E. The Consultant agrees to review and return the drawings to the City in accordance to the following schedule:

Type of Project	Initial Plan Check	Subsequent Plan Checks
Single Use New Buildings/Existing Buildings/ Shell Buildings/Tenant Improvements	8 - 10 calendar days	5 calendar days
New Buildings with Variable Uses/Multi- Story/ Specialty Occupancy	14 calendar days	5 calendar days

F. The Consultant will provide back-up electrical inspection services with qualified professionals as requested by the City.

II. TIME OF PERFORMANCE

This Contract shall begin on January 1, 2018 and continue through December 31, 2018, and may be renewed for subsequent calendar years, subject to the approval of the City of New

Albany and subject to the availability of appropriate funds as authorized by the City's annual operating budget.

III. CITY RESPONSIBILITIES

The City shall be responsible for providing the following under this Contract.

A. Assist the Consultant by placing at its disposal all available information necessary for the Consultant to faithfully perform their obligation under this contract.

B. Provide prompt written notice to the Consultant whenever the City observes or is made aware of the Consultant's default or non-conformance with this Agreement and afford the Consultant reasonable opportunity to correct such defect or non-conformance.

C. Provide conference and meeting facilities for the Consultant to meet with applicants in regard to the work performed by the Consultant pursuant to this Contract.

D. Use its best efforts to secure release of other data held by others necessary for the Consultant to perform his obligations under this Contract.

E. Provide courier/delivery services for pick-up and drop-off of plans for review and approval.

IV. CONSULTANT REPSONSIBILITES

The Consultant shall be responsible for providing the following under this Contract.

A. Maintain certified personnel in its employment as required by the State of Ohio. Said employees shall maintain their certification in good standing and the Consultant shall promptly notify the City, in writing, if the certified personnel become decertified, leave the Consultant's employment, or are in any way suspended or prevented from legally performing the duties under this Contract.

B. Consultant shall, after termination or resignation of services under this Contract, return to the City all files and documents made available to the Consultant in the performance of services under this Contract, including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. The Consultant shall be permitted to keep and maintain copies of all addenda and/or correction letters or correspondence issued in conjunction with the services provided under this Contract.

C. The Consultant shall observe strict confidentiality in relations with all other parties regarding all of the City's proprietary information and regarding any other information obtained in connection with representation of the City. The Consultant shall not release, distribute, publish, or otherwise make available to third parties any confidential information without express written consent of the City.

D. The consultant shall notify the City, in writing, when a conflict of interest has or may arise which would preclude the Consultant from performing the services required under this Contract. In all other aspects of the services provided, the Consultant shall act without malicious intent, discrimination, harassment, reckless disregard, or negligence in performing its duties and in relations with the public on the City's behalf.

V. COMPENSATION

The Consultant shall be compensated by payment for services based upon the hourly costs and reimbursable expenses as noted in the fee schedule below.

Commercial plan review	$83.00 per hour
Preliminary review	$83.00 per hour
Reimbursable expenses	At cost

Mileage shall be reimbursed at the Internal Revenue Service's standard rate that is in place at the time of Consultant's travel. The Consultant shall provide a written statement indicating the total time spent for each review upon return of the plans and Consultant's written plan review letter.

VI. METHOD OF DELIVERY/TRANSFER OF DOCUMENTS

The City shall arrange for the pick-up and drop-off of all plans.

VII. METHOD OF SCHEDULE OF PAYMENT

The Consultant shall submit invoices monthly to the City for services rendered through the previous month and invoices shall be submitted timely and not be slacking for more than sixty (60) days. The City agrees to pay within thirty (30) days of the receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number and/or project name and the time spent on each. Reimbursable expenses, if any, will be identified on each invoice.

VIII. TERMINATION

The City may terminate this Contract at any time by written notice to the Consultant and payment for work actually performed pursuant to this Agreement through the cancellation date.

The Consultant may terminate this Agreement at any time with a written sixty (60) day notice to the City. Should the City fail to enter into an agreement with a qualified firm/individual to perform similar services, the Consultant agrees to extend its contractual obligations under this Contract for one (1) additional thirty (30) day period.

IX. CHANGES IN SCOPE OF SERVICES

The City may, from time to time, require changes in the scope of services to be performed by the Consultant hereunder. Such changes, which are mutually agreed upon by the City and the

Consultant, shall be incorporated by written amendment to this Agreement. No payment shall be made by the City to the Consultant for any services for which an amendment has not been executed and incorporated into this Contract.

X. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Ohio.

The Consultant shall not assign their responsibilities under this Agreement to third parties without the written consent of the City.

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or verbal.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

In any event any one or more of the provisions contained in this Agreement shall, for any reason, be determined to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

XI. ERRORS AND OMISSIONS

The Consultant shall maintain errors and omissions insurance in the amount of one million dollars ($1,000,000) to protect itself from any claim arising out of the performance of professional services and caused by errors, omissions, or negligent acts for which the Consultant may be legally liable.

In addition to errors and omissions, the Consultant shall maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall maintain public liability and automobile insurance in an amount not less than one million dollars ($1,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than one million dollars ($1,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage with a combined single limit of $1,000,000 per occurrence; uninsured motorist coverage in the amount of $1,000,000 per occurrence; property damage coverage in an amount not less than $500,000 from damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the life of the Contract. Certificates showing that the consultant is carrying the above described insurance in at least the

above specified minimum amounts shall be furnished to the City before the City is obligated to make any payments to the consultant for the work performed under the provisions of this Agreement.

XII. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its respective officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may arise out of an error, omission, or negligent or willful act of the Consultant, and the Consultant shall, at his own expense defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Consultant under Worker's Compensation Acts, Disability Benefit Acts, or other Employment Benefit Acts.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

Architecture! Ohio, Inc.

Michael A. Boryca
President

CITY OF NEW ALBANY

Joseph Stefanov
City Manager

Approved as to form

Mitchell Banchefsky
City Law Director

Attached: Certification of funds by the Director of Finance.

Mail all invoices to: City of New Albany
Attn: Accounts Payable
P.O. Box 188
New Albany, Ohio 43054

EXHIBIT C – R-66-2017

CONTRACT FOR PROFESSIONAL SERVICES

Electrical Inspection Contract

This Agreement, entered into this _____ day of _____, 20___, by and between the City of New Albany ("the City") and Architecture! Ohio, Inc. ("the Consultant").

I. SCOPE OF SERVICES

A. Building Inspection: As required and requested by the Community Development Department, **architecture!** will provide building inspection services for both residential and commercial buildings, with respect to general building· Structural, Mechanical, Fire Suppression Systems and Life Safety Inspections in accordance with the requirements of Section 1 04.2.1.3 of the Ohio Building Code to determine building, mechanical and fire protection systems compliance with approved construction documents in accordance with Section 1 08. Standard Forms provided by the City would be utilized and appropriately completed for each type of inspection required from footing/foundation inspections through to life safety and final occupancy. Inspections would be conducted in accordance with the City processes and in the order scheduled, by the time requested by the Owner/Contractor requiring said inspection services. Building inspections will be billed at a minimum compensation of one-hour for the first, single inspection required. Multiple or additional inspections (in excess of one per day), will be billed subsequently for only the time spent on each successive inspection, plus mileage and drive time, door-to-door.

B. Electrical Inspection: To be provided on a Daily Basis to the Community Development Department, **architecture!** will provide Electrical inspection services for both residential and commercial buildings, in accordance with the requirements of Section 1 04.2.3.3 of the Ohio Building Code to determine electrical systems compliance with approved construction documents in accordance with Section 1 08. Standard Forms provided by the City would be utilized and appropriately completed for each type of inspection required from new building services, electrical rough-in and final inspections through to life safety and final occupancy. Inspections would be conducted in accordance with the City processes and in the order scheduled, by the time requested by the Owner/Contractor requiring said inspection services. Building inspections will be billed at a minimum compensation of one-hour for the first, single inspection required. Multiple or additional inspections (in excess of one per day), will be billed subsequently tor only the time spent on each successive inspection, plus mileage and drive time, door-to-door.

II. BASIS OF COMPENSATION

A. Building & Electrical Inspection Services are proposed in the following sums for the performance of the listed duties, with a one hour minimum charge for single inspections (only one in a single day) and will be billed with drive time door-to-door, plus mileage.

Residential 1, 2, 3 Family Dwelling Permits:	
Building Inspection Services:	$60 / Per Hour
Electrical Inspection Services:	$60 / Per Hour
Reporting, Correspondence & Meeting Time:	$60 / Per Hour
Commercial Building Permits:	
Building Inspection Services:	$60 / Per Hour
Electrical Inspection Services:	$60 / Per Hour
Reporting, Correspondence & Meeting Time:	$60 / Per Hour
Special Building & Electrical Inspection Services: Residential & Commercial Inspections Other than Regular Business Hours, Weekends or Holiday Inspection Services:	$100 /Per Hour
Reporting, Correspondence & Meeting Time:	$100 / Per Hour
Mileage Reimbursement: (Rates permitted by the IRS, as adjusted annually)	54 cents / Per Mile

Architecture! Ohio, Inc.

_____

Michael A. Boryca
President

CITY OF NEW ALBANY

_____

Joseph Stefanov
City Manager

Mail all invoices to: City of New Albany
Attn: Accounts Payable
P.O. Box 188
New Albany, Ohio 43054

Prepared: 11/27/2017
Introduced: 12/19/2017
Revised:
Adopted: 12/19/2017
Effective: 12/19/2017

RESOLUTION R-68-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH FEINKNOPF MACIOCE SCHAPPA ARCHITECTS TO PROVIDE BACK UP COMMERCIAL AND RESIDENTIAL PLAN EXAMINATION AND BACK UP CHIEF BUILDING OFFICIAL SERVICES TO THE CITY

WHEREAS, the city is required by the State of Ohio to provide backup commercial and residential plan examination services and chief building official services; and

WHEREAS, the city does not have appropriate personnel on staff to provide commercial plan examination services; and

WHEREAS, Feinknopf Macioce Schappa is qualified to provide plan review services; and

WHEREAS, the city may require the services of Feinknopf Macioce Schappa to provide professional review and/or inspection services to maintain uninterrupted service to our customers.

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 services contract for professional services with Feinknopf Macioce Schappa billed on an hourly basis, per our adopted fee schedule for the period January 1, 2018 through December 31, 2018 (Exhibit A).

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

David Youse
President

CITY OF NEW ALBANY

Joseph Stefanov
City Manager

Approved as to form

Mitchell Banchefsky
City Law Director

Attached: Certification of funds by the Director of Finance.

Mail all invoices to: City of New Albany
Attn: Accounts Payable
P.O. Box 188
New Albany, Ohio 43054

The Consultant shall maintain errors and omissions insurance in the amount of one million dollars ($1,000,000) to protect itself from any claim arising out of the performance of professional services and caused by errors, omissions, or negligent acts for which the Consultant may be legally liable.

In addition to errors and omissions, the Consultant shall maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall maintain public liability and automobile insurance in an amount not less than one million dollars ($1,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than one million dollars ($1,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage with a combined single limit of $1,000,000 per occurrence; uninsured motorist coverage in the amount of $1,000,000 per occurrence; property damage coverage in an amount not less than $500,000 from damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the life of the Contract. Certificates showing that the consultant is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the City before the City is obligated to make any payments to the consultant for the work performed under the provisions of this Agreement.

XII. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its respective officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may arise out of an error, omission, or negligent or willful act of the Consultant, and the Consultant shall, at his own expense defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Consultant under Worker's Compensation Acts, Disability Benefit Acts, or other Employment Benefit Acts.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

(60) days. The City agrees to pay within thirty (30) days of the receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number and/or project name and the time spent on each. Reimbursable expenses, if any, will be identified on each invoice.

VIII. TERMINATION

The City may terminate this Contract at any time by written notice to the Consultant and payment for work actually performed pursuant to this Agreement through the cancellation date.

The Consultant may terminate this Agreement at any time with a written sixty (60) day notice to the City. Should the City fail to enter into an agreement with a qualified firm/individual to perform similar services, the Consultant agrees to extend its contractual obligations under this Contract for one (1) additional thirty (30) day period.

IX. CHANGES IN SCOPE OF SERVICES

The City may, from time to time, require changes in the scope of services to be performed by the Consultant hereunder. Such changes, which are mutually agreed upon by the City and the Consultant, shall be incorporated by written amendment to this Agreement. No payment shall be made by the City to the Consultant for any services for which an amendment has not been executed and incorporated into this Contract.

X. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Ohio.

The Consultant shall not assign their responsibilities under this Agreement to third parties without the written consent of the City.

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or verbal.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

In any event any one or more of the provisions contained in this Agreement shall, for any reason, be determined to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

XI. ERRORS AND OMISSIONS

promptly notify the City, in writing, if the certified personnel become decertified, leave the Consultant's employment, or are in any way suspended or prevented from legally performing the duties under this Contract.

B. Consultant shall, after termination or resignation of services under this Contract, return to the City all files and documents made available to the Consultant in the performance of services under this Contract, including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. The Consultant shall be permitted to keep and maintain copies of all addenda and/or correction letters or correspondence issued in conjunction with the services provided under this Contract.

C. The Consultant shall observe strict confidentiality in relations with all other parties regarding all of the City's proprietary information and regarding any other information obtained in connection with representation of the City. The Consultant shall not release, distribute, publish, or otherwise make available to third parties any confidential information without express written consent of the City.

D. The consultant shall notify the City, in writing, when a conflict of interest has or may arise which would preclude the Consultant from performing the services required under this Contract. In all other aspects of the services provided, the Consultant shall act without malicious intent, discrimination, harassment, reckless disregard, or negligence in performing its duties and in relations with the public on the City's behalf.

V. COMPENSATION

The Consultant shall be compensated by payment for services based upon the hourly costs and reimbursable expenses as noted in the fee schedule below.

Building Official services	$100.00 per hour
Commercial plan review	$83.00 per hour
Preliminary review	$83.00 per hour
Reimbursable expenses	At cost

Mileage shall be reimbursed at the Internal Revenue Service's standard rate that is in place at the time of Consultant's travel. The Consultant shall provide a written statement indicating the total time spent for each review upon return of the plans and Consultant's written plan review letter.

VI. METHOD OF DELIVERY/TRANSFER OF DOCUMENTS

The City shall arrange for the pick-up and drop-off of all plans.

VII. METHOD OF SCHEDULE OF PAYMENT

The Consultant shall submit invoices monthly to the City for services rendered through the previous month and invoices shall be submitted timely and not be slacking for more than sixty

G. The Consultant agrees to be able to perform the duties of back-up Building Official, as required by the City and to maintain current Building and Life Safety Code(s) and their referenced standards, necessary to perform the said services for the City of New Albany, Community Development Department.

H. The Consultant further agrees to be available for technical services, discussions and meetings, as may be required by the Development Department. Back-up Building Official duties will be provided to the Community Development Department as needed to uphold the duties and responsibilities of the Building Official as required and outlined in the Ohio Building Code. The back-up Building Official shall conduct herself in a professional, courteous, impartial, responsive and cooperative manner and according to the City process and administration procedures, which are in-place and previously established.

II. TIME OF PERFORMANCE

This Contract shall begin on January 1, 2018 and continue through December 31, 2018, and may be renewed for subsequent calendar years, subject to the approval of the City of New Albany and subject to the availability of appropriate funds as authorized by the City's annual operating budget.

III. CITY RESPONSIBILITIES

The City shall be responsible for providing the following under this Contract.

A. Assist the Consultant by placing at its disposal all available information necessary for the Consultant to faithfully perform their obligation under this contract.

B. Provide prompt written notice to the Consultant whenever the City observes or is made aware of the Consultant's default or non-conformance with this Agreement and afford the Consultant reasonable opportunity to correct such defect or non-conformance.

C. Provide conference and meeting facilities for the Consultant to meet with applicants in regard to the work performed by the Consultant pursuant to this Contract.

D. Use its best efforts to secure release of other data held by others necessary for the Consultant to perform his obligations under this Contract.

E. Provide courier/delivery services for pick-up and drop-off of plans for review and approval.

IV. CONSULTANT REPSONSIBILITES

The Consultant shall be responsible for providing the following under this Contract.

A. Maintain certified personnel in its employment as required by the State of Ohio. Said employees shall maintain their certification in good standing and the Consultant shall

EXHIBT A – R-68-2017

CONTRACT FOR PROFESSIONAL SERVICES

Commercial Plan Examination Contract

This Agreement, entered into this _____ day of _____, 20___, by and between the City of New Albany ("the City") and Feinknopf Macioce Schappa Architects, Inc. ("the Consultant").

I. SCOPE OF SERVICES

A. The Consultant shall provide commercial and residential plan review services to the City. The consultant agrees to employ and maintain in its employment for the term of this Contract, qualified personnel currently certified by the State of Ohio as a Plans Examiner.

B. The Consultant shall review drawings submitted to the Community Development Department for conformance with the Ohio Building Code as adopted by the State of Ohio and the City. Upon completion of the review, the Consultant shall provide the City with a review letter in conformance with OBC 107.4 and 107.5 of the building code as applicable to the submitted drawings, which shall set forth the areas found not to be clearly defined in the submitted drawings or not to be in compliance with the applicable code provisions.

C. The Consultant will provide preliminary plan review services "commercial walk-throughs" to the City when requested by an applicant and approved by the City.

D. The Consultant will act as the City's representative at hearings before the State Board of Building Appeals and/or the Board of Building Standards in conjunction with any plan review performed by the Consultant, when requested to do so and authorized by the City.

E. The Consultant agrees to review and return the drawings to the City in accordance to the following schedule:

Type of Project	Initial Plan Check	Subsequent Plan Checks
Single Use New Buildings/Existing Buildings/ Shell Buildings/Tenant Improvements	8 - 10 calendar days	5 calendar days
New Buildings with Variable Uses/Multi- Story/ Specialty Occupancy	14 calendar days	5 calendar days

F. The Consultant shall provide back-up Building Official services to the City. The consultant agrees to employ and maintain in its employment for the term of this Contract, qualified personnel currently certified by the State of Ohio as a Building Official.

Prepared: 11/27/2017
Introduced: 12/19/2017
Revised:
Adopted: 12/19/2017
Effective: 12/19/2017

RESOLUTION R-67-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH THE ENGINEERING FIRM OF E. P. FERRIS & ASSOCIATES TO PROVIDE ENGINEERING SERVICES TO THE CITY

WHEREAS, the City of New Albany wishes to provide for engineering services; and

WHEREAS, the city does not have appropriate personnel on staff to provide engineering services; and

WHEREAS, E.P. Ferris & Associates agrees to continue to provide such services.

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

Section 1. The city manager is hereby authorized to execute an agreement for services with E. P. Ferris & Associates to provide engineering services on behalf of the City of New Albany, for the period of January 1, 2018 through December 31, 2018 (Exhibit A).

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 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A - R-67-2017

AGREEMENT BETWEEN CITY OF NEW ALBANY, OHIO AND E. P. FERRIS & ASSOCIATES, INC. FOR ENGINEERING AND SURVEYING SERVICES

SECTION I – GENERAL

This Agreement is made on this 1st day of January 2018 by and between the City of New Albany, Ohio, an Ohio municipal corporation, hereinafter designated as the "City," and E. P. Ferris & Associates, Inc., hereinafter designated as the "Engineer," whose office is located at 880 King Ave., Columbus, Ohio 43212.

WITNESSETH: The City from time to time requires professional services of the Engineer in connection with various matters.

NOW, THEREFORE, in consideration of this promise and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION II – SCOPE OF SERVICES

A. **Development Engineering Services**: The Engineer agrees to provide professional engineering services as requested or required. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Development application, concept plan, subdivision plat reviews and evaluations for conformance with applicable ordinances, guidelines and policies. Report the results of this review to the City for consideration of approval/disapproval of said plats and plans. Such reviews shall be provided to the City within fourteen (14) calendar days unless otherwise agreed to in writing by the City.

2. Attend meetings with City staff and/or Council and other official boards, commissions, or organizations of the City when requested.

3. Attend meetings, make site visits, provide staff assistance, as requested for potential applications or projects.

4. Furnish engineering or technical advice, studies, preliminary plans, or reports on matters as directed by the City.

5. Prepare estimates of cost for improvements.

6. Prepare easement descriptions, special assessments and other such work incidental to plan preparation.

7. Provide resident project representation for construction when requested. Such resident project representatives may spend full or part time on the job (as preferred by the City) as distinguished from professional assistance during construction. The representative shall endeavor to provide further protection to the City against defects in the work but the furnishing of such services shall not make the Engineer responsible for construction means, methods, technique, sequences of procedures, or for safety precautions or programs or for a Contractor's failure to perform the work in accordance with the contract documents.

8. Provide services as listed in Exhibit "A".

B. **Development Engineering Projects**: The Engineer agrees to provide professional engineering services for special projects as requested. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Preparation of engineering plan documents, surveys, traffic studies, construction plans, specifications, and estimates of cost for improvements, special mapping, special projects, and other as agreed to by City and Engineer.

2. Services listed in "Exhibit B".

3. Engineering work performed under Section II B which exceeds $15,000 shall require a work authorization identifying the project's Scope of Services mutually agreed to by the City and the Engineer in writing.

C. **Public Works Engineering Services**: The Engineer agrees to provide professional engineering services as requested or required. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Review and evaluation of plans for conformance with applicable ordinances, guidelines and policies. Report the results of this review to the City for consideration of approval/disapproval of said plans.

2. Attend meetings with City staff and/or Council and other official boards, commissions, or organizations of the City when requested.

3. Attend meetings, make site visits, provide staff assistance, as requested for potential applications or projects.

4. Furnish engineering or technical advice, studies, preliminary plans, or reports on matters as directed by the City.

5. Provide resident project representation for construction when requested. Such resident project representatives may spend full or part

time on the job (as preferred by the City) as distinguished from professional assistance during construction. The representative shall endeavor to provide further protection to the City against defects in the work but the furnishing of such services shall not make the Engineer responsible for construction means, methods, technique, sequences of procedures, or for safety precautions or programs or for a Contractor's failure to perform the work in accordance with the contract documents.

6. Prepare "revised-as-constructed" drawings of completed work from record drawings maintained by the Contractor.

7. Prepare easement descriptions, special assessments and other such work incidental to plan preparation.

8. Provide services as listed in Exhibit "A".

D. **Public Works Engineering Projects**: As authorized by the City, the Engineer agrees to provide professional engineering services for public projects as requested. These services may include the following (but are not limited to):

1. Preparation of engineering plan documents, surveys, traffic studies, construction plans, specifications, and estimates of cost for improvements, including capital improvement projects, special mapping, special projects, and others as agreed to by City and Engineer.

2. Services listed in "Exhibit B".

3. Engineering work performed under Section II B which exceeds $15,000 shall require a work authorization identifying the project's Scope of Services mutually agreed to by the City and the Engineer in writing.

E. **Construction Management Services**

As authorized by the City, the Engineer or authorized representative agrees to provide professional construction management services and/or engineering inspection services for public improvement projects or other types of development projects as required. These services may include but are not limited to the following:

1. Provide all applicable services described in "Exhibit C".

2. Review monthly and final estimates of the work performed by the Contractor and process pay requests.

3. Provide general construction administration, resolution of construction problems related to design, and review and interpretation of the design during construction.

4. Review contractor pricing of change orders and provide recommendations to the City of the reasonableness of cost.

5. Conduct construction progress meetings and monitor cost and schedule for the work to be performed and work yet to be completed.

6. Review shop drawing submissions.

F. **Private Development Inspections:** As authorized by the City, the Engineer agrees to provide professional engineering inspection services for development projects as required. These services may include the following (but are not limited to):

1. Conduct pre-construction meetings.

2. Provide stand-by-inspection as construction progresses on a daily basis. Service includes preparation of a daily log of construction activities, including but not limited to material quantities places, site visits, weather, means and methods of construction and color photograph documentation of work progress.

3. Consultations with and recommendations to the City where compliance with approved construction plans and specifications is not maintained.

4. Conduct a final punch list inspection, prepare a written list of items to be completed or inspected and conduct follow-up inspections with the Contractor.

5. Prepare two-year maintenance bonds and five-year settlement bond estimates where required and conduct two-year maintenance bond inspections when authorized.

6. Services listed in "Exhibit C."

SECTION III – FEES & PAYMENT

The City agrees to pay the Engineer as compensation for professional services as follows:

1. The Engineer will provide the services in this Agreement on an hourly billing rate indicated in the attached Engineer's fee schedule (Exhibit "D").

2. For Section II, Items A – Development Engineering Services, and C-Public Works Engineering Services, work shall be billed hourly and the sum of fees not to exceed $265,000, plus private development inspections fees per Codified Ordinance 909.04.

3. For services listed in Exhibit "B" Special Projects, Scope of services shall be agreed to for projects exceeding $15,000.

4. Reimbursable expenses shall be billed as part of the not to exceed fee (Section III.2) and include the actual cost of reproductions of reports and drawings, the actual out-of-pocket expenses made in the interest of the services of this Agreement. Reimbursable expenses may also include mileage for services provided under this Agreement. This reimbursement shall be at the IRS-approved rate in effect at the time. No surcharge or markup is to be applied to mileage reimbursement.,

5. When and if the City authorizes the Engineer to employ sub-consultants to perform services in accordance with the terms of this Agreement, that fee paid the Engineer by the City for such services by others shall be actual costs invoiced by others to Engineer times 1.10, except for reimbursable expenses which shall be paid per Section III.5.

6. Invoices for services rendered will be prepared, itemized, and submitted monthly and will be paid within 30 days of receipt.

SECTION IV – ENGINEER TO ACT AS AGENT OF THE CITY

A. It is expressly understood and agreed that in the performance of their services under this Agreement, the Engineer shall act as agent of the City.

B. The City and the Engineer have bound themselves, their members, successors, and assigns to the other part of this Agreement and to the members, successors, and assigns of the other part in respect to all covenants in this Agreement. Neither the City nor the Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

SECTION V– INSURANCE

The Engineer shall at all times maintain professional liability insurance in an amount satisfactory to the City and shall provide evidence of such coverage upon request of the City Manager. Upon request, the Engineer shall also provide a copy of a current certificate of compliance with Ohio Workers Compensation law.

SECTION VI – TERMINATION

Either party may terminate this contract at any time before the expiration thereof by written notice thirty (30) days prior to termination. It is further agreed that the City may cancel or terminate this Agreement effective immediately, by written notice to the Engineer, for cause. In the event such termination occurs prior to completion of the Scope of Service provided herein, the City agrees to pay the Engineer for work actually performed in accordance with the terms of this Agreement through the cancellation date.

SECTION VII – TERMS OF AGREEMENT

This Agreement shall take effect and be in force from January 1, 2018 through December 31, 2018 unless otherwise modified by written agreement of the parties.

Attached: Certification of funds by the Director of Finance.

By:

_____

Joseph Stefanov
City Manager

_____

Edward P. Ferris, P.E., P.S.
Chief Executive Officer
E. P. Ferris & Associates, Inc.

City of New Albany
Exhibit A
Development and Public Works Engineering Services

- Attendance at Council meetings and Council Committee meetings as requested
- Attendance at Planning Commission and other boards or commission meetings including workshops as requested – prepare reports as required
- Attendance at weekly staff meetings as requested
- Assistance in creating new ordinances or revising old ordinances
- Assignment of house numbers
- Preparation of Issue 2 applications
- Provide staff guidance to City Manager and staff by answering questions
- Assist in completing OEPA forms upon request
- Assist in requiring City residences to connect to available sanitary sewers
- Coordinate with Franklin County Board of Health as required
- Provide general guidance on traffic related issues including signal operation and timing, traffic engineering assignments less than $15,000 fee, excluding signal warrant analysis, speed reduction studies, etc.
- Provide general guidance on traffic related issues
- Assist city staff in responding to city residents inquiries
- Review and provide recommendation on subdivision variances upon request
- Provide input as required for annexations, road and easement vacations
- Provide engineering comments concerning rezoning
- Provide engineering comments for conditional use applications
- Provide house foundation review for houses in flood plain as required by plat
- Provide comments on lot splits as requested
- Participation on Development Standards Review Committee (zoning code requirement)
- Review and provide comments for underground and overhead utilities to occupy city right-of-way (Ameritech, Columbia gas, AEP and Coaxial Cable)
- Provide engineering guidance to potential developers in the city (e.g. location nearest water line, sanitary sewer, flood plain issues, pertinent development ordinance, etc.)
- Update city street, water line and sanitary sewer maps
- Prepare City Engineer Annual Report
- Provide construction site runoff control and post construction stormwater management services
- Locate preservation markers and complete survey work associated with the markers
- Other daily services as requested

City of New Albany
Exhibit B
Development and Public Works Engineering Projects

E.P. Ferris & Associates will provide the following services as requested:

- Preparation of detail engineering plans for city improvements
- Preparation of easement descriptions and plats
- Topographic surveys
- Drainage studies
- Bridge inspections and reports
- Capital improvement projects
- Other engineering and surveying projects

City of New Albany

Exhibit C

Private Development Inspection

- Conduct a pre-construction meeting.
- Provide stand-by-inspection as construction progresses on a daily basis. Service to include preparation of a daily log of construction activities including but not limited to material quantities placed, site visits, weather, means and methods of construction and color photograph documentation of work progress.
- Review of materials of constructions and means, methods and equipment proposed to be furnished by the Contractor.
- Review the order of construction and monitor work progress.
- Consultations with and recommendations to the City where compliance with approved construction plans and specifications is not maintained.
- Coordination with third party firms that provide materials testing and analytical laboratory services to verify that Contractors are utilizing quality control methods that meet the project specifications. Review, analyze and manage analytical reports generated by third party firms including but not limited to the following areas: batch plant inspections; soil compaction testing; concrete strength testing; in-place strength evaluations; and laboratory testing of soil, concrete, asphalt and other materials of construction.
- Utilize company owned air meters, slump cones and thermometers to verify that contractors are utilizing quality controls that ensure that construction materials meet City of Columbus specifications and/or requirements included with the approved construction plans.
- Conduct compaction verification testing at a minimum interval of at least one test between each manhole or structure to check that the Contractor is utilizing quality controls that ensure that compacted materials are placed in accordance with the approved construction plans and specifications.
- Monitor proof rolling activities for subgrade placed as part of public roadway construction projects.
- Prepare handwritten information for record drawings of as-built plans and/or utilize GPS field survey or other electronic survey equipment to observe that structures and other facilities were constructed in accordance with approved plans and specifications.
- Utilize fall arrest, harness and tripod systems, mechanical ventilation systems, and portable gas detection instrumentation to enter confined spaces (e.g., sanitary sewers, storm sewers greater than 6' in depth) to inspect material quality and workmanship.
- Conduct a final punch list inspection, prepare a written list of items to be completed or inspected and conduct follow-up inspections with the Contractor.
- Prepare two year maintenance bonds and five year settlement bond estimates where required and conduct two year maintenance bond inspections when authorized.

Exhibit D

City of New Albany
Engineering Hourly Rates

Labor Classification	2012	2013	2014	2015	2016	2017	2018
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Principal	$94.55	$96.44	$98.37	$101.25	$103.30	$104.80	$118.00
Associate/ Senior Engineer	$94.55	$96.44	$98.37	$101.25	$103.30	$104.80	$118.00
Engineer II	$82.20	$83.84	$85.52	$88.00	$89.80	$91.20	$98.00
Engineer I	$69.65	$71.04	$72.46	$74.50	$76.00	$77.20	$77.20
Senior Technician	-	-	-	-	-	-	$87.00
Technician	$49.85	$50.85	$51.87	$53.40	$54.50	$55.30	$55.30
Drafter	$43.25	$44.12	$45.00	$46.00	$46.90	$47.60	$47.60
Clerical	$34.10	$34.78	$35.48	$36.50	$37.20	$37.80	$37.80
Surveyor	$69.55	$70.94	$72.36	$74.50	$76.00	$77.20	$77.20
Survey Crew I (Robot + 1 Crew member)				$100.00	$102.00	$103.50	$103.50
Survey Crew II (Robot + 2 Crew members)				$125.00	$127.50	$130.00	$130.00
Inspector III	$71.10	$71.10	$72.52	$74.60	$76.10	$76.10	$76.10
Inspector II	$51.30	$51.30	$52.33	$53.90	$55.00	$55.00	$55.00
Inspector I	$40.95	$40.95	$41.77	$43.00	$43.90	$43.90	$43.90
Attendance at Council Meeting	$94.55	$96.44	$98.37	$101.25	$103.30	$104.80	$104.80

Note:

Mileage shall be reimbursed at a rate of $0.50/mile
Overtime rates shall be billed at 1.5 times the above stated rates. This only applies to Inspectors.
Overtime is defined as hours worked over 40 hours per week.

E. P. FERRIS AND ASSOCIATES INC
Consulting Civil Engineers and Surveyors

Prepared: 11/27/2017
Introduced: 12/19/2017
Revised:
Adopted: 12/19/2017
Effective: 12/19/2017

RESOLUTION R-69-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH THE FIRM OF MKSK, LLC TO PROVIDE PLANNING AND DESIGN SERVICES TO THE CITY

WHEREAS, the City of New Albany wishes to provide for planning, design and landscape architecture services for special projects; and

WHEREAS, in addition to its involvement in special projects, MKSK creates maps and graphics, attends meetings with the mayor, council, and other community officials, provides design input for major developments, and reviews development landscape plans.

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

Section 1. That the City Manager is hereby authorized to execute an agreement for services with MKSK billed on an hourly basis, per our adopted fee schedule for the period January 1, 2018 through December 31, 2018 (Exhibit A).

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED SCOPE OF SERVICES

MKSK

November 2, 2017

Joe Stefanov
City Manager
99 West High Street
New Albany, Ohio 43054

RE: 2018 service agreement between the City of New Albany and MKSK

Dear Joe,

Thank you again for the opportunity to work with you, your staff, and City Council. We deeply appreciate MKSK's ongoing relationship with the City as well as the priority that the City puts on planning and high quality design. We are looking forward to continuing this relationship in 2018. This proposal for planning, landscape architecture, and urban design advisory services between MKSK and the City is as follows:

ARTICLE I – ASSUMPTIONS:

1. The Client will be the City of New Albany. The Consultant is to be MKSK; Chris Hermann, Principal-in-Charge, Aron Fraizer, Planning Project Manager, and Karla Salmans, Landscape Design Project Manager, and planning and design staff.
2. Services shall be performed as requested by the Client in accordance with Article II (Scope of Service). The primary Client contacts are the City Manager and his designees, Steve Mayer Development Services Manager Adrienne Joly, Director of Administrative Services, and Jennifer Chrysler, Director of Community Development.
3. The following Scope of Service is based upon MKSK's understanding of services to be completed. Any additional services that may be requested can be identified and additional fees can be authorized accordingly and will be based on MKSK's standard hourly rate (attached).

ARTICLE II – SCOPE OF SERVICE

1.0 Planning & Design Services:
The Consultant will provide professional planning, design, development, landscape architecture, mapping, and graphic consultation services for the Client. These services to be performed as requested and directed by the Client may include (but are not limited to):

Planning & Landscape Reviews

- Review of submitted development and landscape plans.
- Preparation of staff reports and/or ancillary documents for the use of the boards and commissions in reviewing applications.
- Development review and reports as requested for staff, Council, committees, or groups.
- Special assignments, particularly in the areas of planning, landscape architecture, and urban design advisory services.
- Special assignments for area studies including, but not limited to, staff/advisory meetings and public

involvement processes.

Meetings

- Bi monthly planning staff general review meeting.
- Meetings with the administration and/or designees.
- Meetings with applicants and the administration to review development applications.
- Attendance at project, Council, and/or Board and Commission meetings as requested.

Mapping & Graphics

- Mapping services for the City
- Printing or production of maps and/or graphics
- Upkeep and maintenance of existing mapping database

2.0 Special Planning & Design Projects:

On a specific project by project basis, the Consultant will provide professional planning, design, development, landscape architecture, and mapping and graphic consultation services to the City. These projects will be identified by the Client as the need arises and a scope agreed to by both Client and Consultant.

ARTICLE III – FEE PROPOSAL:

Professional Fees:

1. MKSK will provide the above services for New Albany on an hourly billing rate indicated in the attached MKSK Terms and Conditions, as delineated below:
2. Project Categories:
   - Planning & Design Services - up to $85,000
   - Special Planning & Design Projects - up to $100,000

MKSK will not exceed either individual category fee total or the entirety ($185,000) unless otherwise authorized in writing by the Client.

3. A work authorization will be provided by MKSK and agreed to by the Client for each individual project under Planning & Design Services (i) if the anticipated cost of review exceeds $15,000.
4. A scope will be provided by MKSK and agreed to by the Client for each individual project in Special Planning and Design Projects.
5. MKSK will invoice only for the time spent on the above services and assignments authorized by the Client.

Direct Expenses/Reimbursable Expenses:

1. Direct expenses will be billed as part of the fee for professional and special services ($185,000) and include actual out-of-pocket expenditures made in the interest of the above services. These might include:
   - Requested plotted and printed documents (excluding those for office/in-house use). Such printing services will be invoiced at the rates indicated on the MKSK Terms and Conditions (attached).
   - Reimbursable expenses such as out-of-office reprographic services (excluding those for office/in-house use), photographs, digital media, postage and handling of documents, courier services, etc.

These reimbursable expenses will be invoiced at 1.2 times the actual amount.

2. Consultant shall be reimbursed for all miles actually driven at the IRS-approved rate in effect at the time. No surcharge or markup is to be applied to such reimbursement. MKSK agrees to provide the City with supporting details, to include: trip date, driver name, destination, purpose of trip, and mileage.

Additional Services:

Additional services beyond this contract or the scopes of service agreed upon under Article II.1 or .2 (Planning & Design Services and Special Planning & Design Projects) may be considered for additional service. Fees and scopes of service will be determined and approved by the Client at the time of request. Additional services, if requested, will be agreed upon under a separate agreement.

Invoices:

Invoices from MKSK to the Client shall include detailed descriptions of work performed during the invoiced time period. This description shall include professional classification, billing rate, hours worked, percentage complete (of total Planning Design Services or of each Special Project), and list of tasks related to the work effort.

Payment:

Payment due the Consultant and unpaid thirty (30) days from the date the invoice is received by the Client shall bear interest from the date payment is due at the rate of one percent (1%) per month (annual percentage rate of 12.0%) and shall be due the Consultant. The Consultant may discontinue work on the Services if the account is unpaid 30 days from the date the invoice is received by the Client.

If the Scope of Service or the Consultant's services are substantially revised, the estimate of total compensation shall be equitably adjusted per a written agreement. Any fee revisions or substantial scope revisions must be agreed to in writing prior to work commencing.

ARTICLE IV – TERM OF AGREEMENT:

This contract shall be for a term of one year, beginning January 1, 2018 and ending December 31, 2018 unless amended or terminated by either party, with or without cause, at any time upon the giving of at least 90 days prior written notice of its election to terminate to the other party. In the event termination occurs, the Consultant agrees to complete the current assignment(s) and the City agrees to pay the Consultant for service performed in accordance with the terms of this Agreement through the cancellation date.

MKSK

Thank you for the opportunity to continue our long standing relationship with the City of New Albany,

Sincerely,

Chris Hermann

Chris Hermann, AICP
Principal

Accepted by:

_____

Joe Stefanov

Attachment: MKSK Terms and Conditions

TERMS AND CONDITIONS OF PROPOSAL

MKSK

DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Bond	$ 0.15
B/W Copy 11" x 17" – Bond	$ 0.30
B/W Copy 18" x 24" – Bond	$ 1.00
B/W Copy 24" x 36" – Bond	$ 2.00
B/W Copy 30" x 42" – Bond	$ 3.00
B/W Copy 36" x 48" – Bond	$ 4.00
Color Copy 8.5" x 11"	$ 1.00
Color Copy 11" x 17"	$ 2.00
Color Plot 18" x 24"	$ 15.00
Color Plot 24" x 36"	$ 25.00
Color Plot 30" x 42"	$ 35.00
Color Plot 36" x 48"	$ 45.00
Color Pres. Plot 18" x 24"	$ 25.00
Color Pres. Plot 24" x 36"	$ 45.00
Color Pres. Plot 30" x 42"	$ 70.00
Color Pres. Plot 36" x 48"	$ 85.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Senior Principal	$ 190
Principal	$ 190
Senior Transportation Associate	$ 190
Senior Associate	$ 155
Associate	$ 140
Landscape Architect I	$ 119
Landscape Architect II	$ 108
Landscape Architect III	$ 102
Landscape Architect IV	$ 65
Urban Planner I	$ 119
Urban Planner II	$ 102
Urban Planner III	$ 92
Urban Planner IV	$ 65
Graphic Designer I	$ 115
Graphic Designer II	$ 100
Graphic Designer III	$ 92
Graphic Designer IV	$ 65
Administration	$ 65

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to nor-binding mediation unless the parties mutually agree

TERMS AND CONDITIONS OF PROPOSAL

MKSK

otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars ($50,000), whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

TERMS AND CONDITIONS OF PROPOSAL

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ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

* Approved with Conditions. See 12/19/17 minutes.

Prepared: 11/27/2017
Introduced: 12/19/2017
Revised:
Adopted: 12/19/2017
Effective: 12/19/2017

RESOLUTION R-70-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH PENTELLA UNLIMITED, TO PROVIDE ECONOMIC DEVELOPMENT MARKETING SERVICES TO THE CITY

WHEREAS, the City of New Albany wishes to provide for presentation materials, public relations, digital marketing and special projects directly related to economic development.

WHEREAS, in addition to its involvement in special projects, Pentella Unlimited provides design input and market research for business attraction and retention strategies.

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 execute an agreement for services with Pentella Unlimited billed for the period January 1, 2018 through December 31, 2018 (Exhibit A).

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation 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 of the New Albany Charter, this resolution shall take effect upon adoption.

* **CERTIFIED AS ADOPTED this** 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PentellaUnlimited
614 562 2401
845 North High Street, Suite 310
Columbus, Ohio 43215
pentellaunlimited.com

CITY OF NEW ALBANY | 2018 Scope of Services | December 12, 2017

DESCRIPTION OF SERVICES

Pentella Unlimited and Moorehead Design are pleased to serve as the City of New Albany Department of Community Development (CD) branding and marketing communications agency of record (AOR) to engage, inform and motivate site selection decision-makers and build a rapport with existing businesses. As the City's partner, Pentella and Moorehead will provide comprehensive brand building and marketing communications services, including consultations with the City as well as the development and execution of specific strategies, messaging, creative and communications services outlined below. The scope of work reflects information gathered to date and is subject to change based upon the client's evolving needs.

BRAND ASSET DEVELOPMENT

Videos

Pentella and Moorehead will continue to build upon the base of video communications utilized during presentations, on the CD website as well as promoted through our e-blasts. We will script, shoot and produce two (2) short videos focused on the Personal Care and Beauty Innovation Campus, Information Technology cluster and quality of life for employees.

Photography

We will retain the services of a photographer and provide art direction for two (2) half-day photo shoots to update our image catalogue and provide additional photography to catch the rapidly changing nature of the community and provide the assets we need to support our print and electronic communications.

PRINT COMMUNICATIONS

Retention Expansion Direct Mail

Pentella and Moorehead will develop a print mailer to be sent to C-suite and site selection staff at companies within the New Albany International Business Park to support retention and promote expansion within the park.

PentellaUnlimited
614 562 2401
845 North High Street, Suite 310
Columbus, Ohio 43215
pentellaunlimited.com

DIGITAL COMMUNICATIONS

Quarterly E-Blast Series

Research, write and design up to four Constant Contact e-mail updates that promote the City's value proposition and reflect key decision-making drivers for site selectors, developers and C-suite executives as well as community and business leaders. E-blasts will link to various features and information on the economic development website.

Next Newsletter

Research, write and design series of up to six (6) Next e-newsletters on a bi-monthly basis throughout the year to keep business owners, management, community stakeholders and employees up to date on news, developments, resources and amenities New Albany offers.

General Website Content Updates

Provide content updates to the New Albany Economic Development website on an as needed basis. These may include fact sheets, new and expanded content related to industry sectors, infrastructure, resources, case studies, etc. Updates on square footage, number of employees or new companies in the park. New content will be optimized based upon SEO (search engine optimization) research to drive more traffic to the site.

Employer/Employee Page

Pentella and Moorehead will develop a new webpage to serve as a companion piece to 2017's Employer/Employee Toolkit. This page will provide links to community resources, descriptions of community amenities and listings of restaurants and retail in the community.

COMMUNICATIONS CAMPAIGNS

20th Anniversary Marketing

Pentella and Moorehead will help the city capitalize upon and commemorate the 20th anniversary of the New Albany International Business Park with event consultation, event invitation, direct mailing, digital mailing and PowerPoint presentation to promote the anniversary and the business park.

SmartRide Campaign

Pentella and Moorehead will expand upon the existing SmartRide campaign with surveys or interviews with business park HR staff and provide digital communications to build awareness and increase SmartRide ridership among employees in the business park.

PentellaUnlimited
614 562 2401
845 North High Street, Suite 310
Columbus, Ohio 43215
pentellaunlimited.com

PROFESSIONAL FEES **$100,000**

TERMS AND CONDITIONS
Fees will be billed to client monthly in the amount of $8,333.33. Any additional expenses incurred during the month will be billed at cost. All fees and expenses billed to client are payable within 30 days of the date of the invoice. A monthly late charge fee of 1.0% will be added to any unpaid invoices which are more than 30 days past due.

REIMBURSABLE EXPENSES
Reimbursable expenses will be invoiced as they are incurred. These expenses may include artwork and stock photography.

AUTHORIZATION
Pentella Unlimited and Moorehead Design are pleased to have the opportunity to continue our work with City of New Albany. Please acknowledge acceptance of the terms of this agreement by signing below and returning one (1) copy to Pentella Unlimited. If a purchase order is required by City of New Albany to initiate this work, please provide a copy with this signed agreement.

Signed:_____

Name Printed:_____

Title:_____

Date:_____

Prepared:	11/27/2017
Introduced:	12/19/2017
Revised:	
Adopted:	12/19/2017
Effective:	12/19/2017

RESOLUTION R-71-2017

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. (QCI) TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE CITY OF NEW ALBANY ON SELECT PROJECTS

WHEREAS, the City of New Albany is in need of inspection services on select projects as requested by the city manager.

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. The city manager is hereby authorized to enter into an agreement with QCI, for the calendar year 2018, in order to provide inspection services to the City of New Albany (Exhibit A).

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting 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. This resolution shall take effect and be in force at the earliest period allowed by law.

CERTIFIED AS ADOPTED this 19th **day of** December**, 2017.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A - R-71-2017

Agreement

Contract No.: 168-18-011
Expiration: 12-31-18
Client: City of New Albany
Service: General Project Representation/ Contract Administration

This Agreement made this _____ day of _____, 201__ by and between Quality Control Inspection, Inc. ("QCI") and the City of New Albany ("OWNER").

W I T N E S S E T H:

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection (excluding: wastewater treatment plant, water plant, water towers, landfills, hazardous waste or treatment facilities, buildings or projects adjudged by QCI to be of a specialized nature); and

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below: and

WHEREAS, on_____, 201__ the New Albany City Council authorized the hiring of QCI by Resolution #_____; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR") and Contract Administrators ("CA") for the use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER. The OWNER shall have the right to reasonably approve all personnel assigned by QCI.

1. Duties and Responsibilities:

   a.) Liaison. Serve as the ENGINEER's liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.

   b.) Review of work, Rejection of Defective Work, Inspection and Tests.

      (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

      (ii) Report to the ENGINEER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when QCI believes work should be corrected or rejected

or should be uncovered for observation, or requires special testing, inspection or approval.

(iii) Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures.

(iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.

c.) Interpretation of Contract Documents. Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

e.) Reports:

(i) Furnish ENGINEER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.

(ii) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of work.

f.) RPR:

(i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract

(ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

(i) Submit to Contractor a list of observed items requiring completion or correction.

(ii) Conduct final inspection in the presence of the ENGINEER and Contractor and prepare a final list of items to be completed or corrected.

(iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

i.) Additional Duties and Responsibilities. In addition to the duties and responsibilities as spelled out in Paragraph 1 (A), at the request of the ENGINEER, the CA shall act as a Liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy,

correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.

ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER, the RPR(s) or CA:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not issue instructions contrary to the contract plans, specifications or contract documents.

3. Shall not exceed limitations of the ENGINEER's authority as set forth in the Contract Documents.

4. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's Superintendent, or expedite the work.

5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

6. Shall not issue directions as to safety precautions and programs in connection with the work.

7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

ARTICLE III - FEES

1. Fee Schedule:

   a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto.

   b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.

   c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked and CA hours worked.

   d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Ave., Bedford, Ohio 44146, or QCI assigned financial agent within THIRTY (30) days of the dated invoice.

   e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a THIRTY (30) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.

   f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2018 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE IV - INDEMNIFICATION

1. Indemnification and Hold Harmless:

   a.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than $1,000,000.00 and in a form generally the same as its current coverage provided by National Union Fire Company of Pittsburgh, PA.

   b.) As used in this Section, the term "QCI" shall include: employees; agents and sub-consultants of QCI in connection with the performance of services hereunder.

ARTICLE V - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

   a.) Information About QCI Employees. OWNER may work closely with employees of QCI performing services under this Agreement. All information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.

   b.) Solicitation of Employees Prohibited. During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) for employment, make any offer(s) of employment to any employee(s) of QCI or employ any employee(s) of QCI.

   c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.

   d.) Liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leaves, as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

   e.) OWNER shall not be liable to QCI on the part or actions of their consultants and/or agents relative to this section.

ARTICLE VI - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System which shall remain the sole property of QCI and nothing herein shall

be deemed to create any rights in OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

ARTICLE VIII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.

2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.

3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.

4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided, however, any such amendment must be in writing and signed by both OWNER and QCI.

5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.

6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.

7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:

[print witness name]

[print witness name]

QUALITY CONTROL INSPECTION, INC.

By:_____

Print Name: Rick E. Capone

Title: President

CITY OF NEW ALBANY

By:_____

Print Name: Joseph Stefenov

Title: City Manager

_____

[print witness name]

_____

[print witness name]

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EXHIBIT "A"

1. Fee

a.) **Lead Project Representative** – $53.49 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of 40 hours (40) in a workweek will be regarded as an extra for which compensation will be in the sum of $80.24 per hour, per person for each extra hour worked.

b.) **Resident Project Representative** – $49.21 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of 40 hours (40) in a workweek will be regarded as an extra for which compensation will be in the sum of $73.82 per hour, per person for each extra hour worked.

c.) **Contract Administration** - $77.31 per hour, per person.

d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS "Standard Mileage Rate" for mileage reimbursement for any required driving.

e.) **Build A Form®** Remote View License $500.00/year.

f.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.

f.) OWNER shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period, and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period