



* interlineated numbers are the result of a floor amendment by council. See 12/2/19 council minutes.

Prepared: 10/28/2019
Introduced: 11/05/2019
Revised: 11/25/2019
Adopted: 12/2/2019
Effective: 12/2/2019

ORDINANCE O-40-2019

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, 2020

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 2020.

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 2020 Annual Budget Program of the City of New Albany during the fiscal year ending December 31, 2020, the annual sums as follows are hereby set aside and appropriated:

Fund	Department	Category	Amount
General	Police	Personal Services	5,516,443
General	Police	Operating and Contractual Services	303,280
General	Community Development	Personal Services	1,732,247
General	Community Development	Operating and Contractual Services	1,416,700
General	Public Service	Personal Services	3,287,000
General	Public Service	Operating and Contractual Services	951,000
General	Land & Building Maintenance	Personal Services	68,890
General	Land & Building Maintenance	Operating and Contractual Services	1,458,800
General	Council	Personal Services	221,574
General	Council	Operating and Contractual Services	550,250
General	Administrative Services	Personal Services	1,642,173
General	Administrative Services	Operating and Contractual Services	1,230,235

\$564,250

Fund	Department	Category	Amount
General	Finance	Personal Services	653,459
General	Finance	Operating and Contractual Services	671,000
General	Legal	Personal Services	3,300
General	Legal	Operating and Contractual Services	445,000
General	General Administration	Personal Services	207,805
General	General Administration	Operating and Contractual Services	750,800
General	N/A	Capital	26,500
General	N/A	Transfers & Other Financing Uses	2,118,185
		Total General Fund	23,254,640

23,268,640

Fund	Department	Category	Amount
Severance Liability	General Administration	Personal Services	250,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	135,000
Street Construction, Maintenance & Repair	N/A	Capital	345,000
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
Permissive Tax	N/A	Transfers & Other Financing Uses	280,000
Economic Development (NACA)	Community Development	Operating and Contractual Services	2,472,962
Economic Development (NACA)	Public Service	Operating and Contractual Services	100,000
Economic Development (NACA)	N/A	Transfers & Other Financing Uses	527,038
Economic Development (NAECA)	N/A	Transfers & Other Financing Uses	749,884
Hotel Excise Tax	Community Development	Operating and Contractual Services	127,000
Healthy New Albany Facilities	General Administration	Operating and Contractual Services	85,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	920,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	773,288
Mayors Court Computer	Administrative Services	Operating and Contractual Services	6,500
Oak Grove EOZ	Community Development	Operating and Contractual Services	3,651,000
Central College EOZ	Community Development	Operating and Contractual Services	2,183,000
Oak Grove II EOZ	Community Development	Operating and Contractual Services	1,456,000
Blacklick EOZ	Community Development	Operating and Contractual Services	4,000,000
Alcohol Education	Police	Operating and Contractual Services	1,500
Drug Use Prevention Program Grant	Police	Personal Services	36,000
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
Safety Town	Police	Operating and Contractual Services	34,000
DUI Grant	Police	Personal Services	2,500
Law Enforcement Assistance	Police	Personal Services	1,200
K-9 Patrol	Police	Operating and Contractual Services	17,100

Fund	Department	Category	Amount
Windsor TIF	General Administration	Operating and Contractual Services	745,000
Windsor TIF	N/A	Transfers & Other Financing Uses	723,858
Wentworth Crossing TIF	General Administration	Operating and Contractual Services	126,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	104,876
Hawksmoor TIF	General Administration	Operating and Contractual Services	66,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	76,201
Enclave TIF	General Administration	Operating and Contractual Services	23,000
Enclave TIF	N/A	Transfers & Other Financing Uses	50,000
Saunton TIF	General Administration	Operating and Contractual Services	50,000
Saunton TIF	N/A	Transfers & Other Financing Uses	80,000
Richmond Square TIF	General Administration	Operating and Contractual Services	57,000
Richmond Square TIF	N/A	Transfers & Other Financing Uses	85,281
Tidewater I TIF	General Administration	Operating and Contractual Services	130,000
Tidewater I TIF	N/A	Transfers & Other Financing Uses	135,000
Ealy Crossing TIF	General Administration	Operating and Contractual Services	114,000
Ealy Crossing TIF	N/A	Transfers & Other Financing Uses	150,000
Upper Clarenton TIF	General Administration	Operating and Contractual Services	189,000
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	80,000
Balfour Green TIF	General Administration	Operating and Contractual Services	12,000
Balfour Green TIF	N/A	Transfers & Other Financing Uses	12,130
Straits Farm TIF	General Administration	Operating and Contractual Services	299,000
Blacklick TIF	General Administration	Operating and Contractual Services	666,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	266,024
Blacklick II TIF	General Administration	Operating and Contractual Services	500
Village Center TIF	General Administration	Operating and Contractual Services	493,000
Village Center TIF	N/A	Transfers & Other Financing Uses	340,000
Reasearch & Technology District TIF	General Administration	Operating and Contractual Services	12,000
Oak Grove II TIF	General Administration	Operating and Contractual Services	20,000
Oak Grove II TIF	N/A	Capital	2,000,000
		Total Special Revenue Funds	25,397,092

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	5,284,163
		Total Debt Service Funds	5,284,163

Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	6,230,000
Capital Improvement	Finance	Operating and Contractual Services	64,000
Park Improvement	N/A	Capital	5,125,000
Park Improvement	Finance	Operating and Contractual Services	13,000
Water & Sanitary Sewer Improvement	N/A	Capital	1,000,000
Water & Sanitary Sewer Improvement	N/A	Transfers & Other Financing Uses	111,733
Leisure Trail Improvement	N/A	Capital	10,000
Capital Equipment Replacement	N/A	Capital	1,262,478
Oak Grove II Infrastructure	N/A	Capital	3,000,000
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	24,000
Economic Development Capital	N/A	Capital	25,000
		Total Capital Projects Funds	16,865,211
		Total All Funds	70,801,106 70,815,106

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. 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 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 02 day of Dec, 2019.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

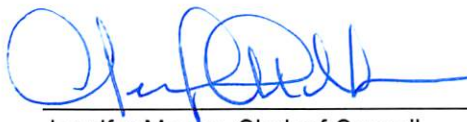
Approved as to form:



Mitchell H. Banchefsky
Law Director

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

I certify that copies of Ordinance **O-40-2019** were posted in accordance with Section 6.12 of the Charter for 30 days starting on December 3, 2019.



Jennifer Mason, Clerk of Council

12/3/19

Date



Prepared: 11/22/2019
Introduced: 12/02/2019
Revised:
Adopted: 12/02/2019
Effective: 12/02/2019

RESOLUTION R-54-2019

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 years 2020 through 2022, 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 07 day of Dec, 2019.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky
Law Director

Agreement



Contract No.: 168-20-013
Expiration: 12-31-22
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").

WITNESSETH:

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 January 1, 2020 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. Upon

January 1, 2021 and January 1, 2022, QCI rates for services shall increase 1% and adjusted for the balance of the term of the agreement

ARTICLE IV - INDEMNIFICATION

1. **Indemnification and Hold Harmless:**
 - a.) In the event the OWNER shall incur expenses on behalf of QCI hereunder in connection with a claim or matter as to which QCI shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights, as provided above, QCI shall reimburse the OWNER for such expenses reasonably incurred by it.
 - b.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Evanstan Insurance Co.
 - c.) 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.
 - d.) Notwithstanding any of the foregoing provisions of this Section, this Section shall not apply to any claims that may be asserted by the OWNER against QCI in connection with his performance of services for the OWNER.

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.

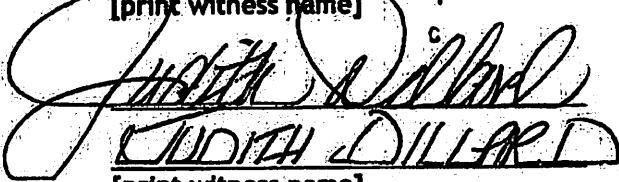
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:



Gabrielle Capone

[print witness name]



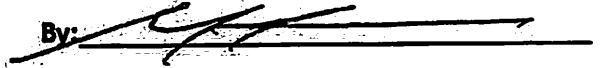
JUDITH DILLARD

[print witness name]

[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

EXHIBIT "A"

1. Fee

- a.) **Lead Project Representative** – \$55.65 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 \$83.48 per hour, per person for each extra hour worked.
- b.) **Resident Project Representative** – \$51.19 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 \$76.79 per hour, per person for each extra hour worked.
- c.) **Contract Administration** - \$80.44 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



Prepared: 11/22/2019
Introduced: 12/02/2019
Revised:
Adopted: 12/02/2019
Effective: 12/02/2019

RESOLUTION R-55-2019

A RESOLUTION TO AUTHORIZE A THEN AND NOW CERTIFICATE WITHIN THE CAPITAL IMPROVEMENTS FUND

WHEREAS, the Community Development Department created Purchase Order #RG223302/20170089 in 2017 to appropriate funding to Ohio Power Company (AEP) for the relocation of distribution facilities in New Albany to provide clearance for the Greensward Roundabout project; and

WHEREAS, work related to the electric relocation began and was completed in FY 2017; and

WHEREAS, AEP did not submit the invoice for the electric relocation until all work for the roundabout project was completed in FY 2019; and

WHEREAS, the actual invoice total was \$105,725.29 which is \$11,449.95 greater than the original estimate of \$94,275.34; and

WHEREAS, the finance director has confirmed that \$11,449.95 was and is available in the Capital Improvement Fund to compensate the Ohio Power Company (AEP).

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 a "Then and Now" certificate pursuant to O.R.C. 5705.41(D)(2) to authorize payment in the amount of \$11,449.95 to the Ohio Power Company (AEP).

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 02 day of Dec, 2019.

Attest:



Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director



Prepared:	11/22/2019
Introduced:	12/02/2019
Revised:	
Adopted:	12/02/2019
Effective:	12/02/2019

RESOLUTION R-56-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE NEW ALBANY COMMUNITY FOUNDATION FOR THE PURPOSE OF ACCEPTING SIGNIFICANT FINANCIAL CONTRIBUTIONS FROM NEW ALBANY RESIDENTS FOR THE DEVELOPMENT OF COMMUNITY-ENHANCING IMPROVEMENTS AND FEATURE ELEMENTS OF THE ROSE RUN PARK CORRIDOR AND ACKNOWLEDGING SAID CONTRIBUTIONS WITH RECOGNITION AND / OR THE NAMING OF SAID COMMUNITY ENHANCING IMPROVEMENTS AND FEATURE ELEMENTS

WHEREAS, certain New Albany residents have expressed the desire to make significant financial contributions to the community through The New Albany Community Foundation in support of the redevelopment of the Rose Run Park Corridor and to facilitate the construction of community-enhancing improvements and feature elements within the corridor; and

WHEREAS, The New Albany Community Foundation was established to facilitate and manage donations made by residents and businesses in support of community programs, projects, and initiatives; and

WHEREAS, The New Albany Community Foundation is willing to accept financial contributions in support of the construction of community enhancing improvements and feature elements within the Rose Run Park corridor on behalf of the City of New Albany; and

WHEREAS, New Albany City Council is willing to permit The New Albany Community Foundation to accept financial contributions on the city's behalf for the construction of community enhancing improvements and feature elements within the Rose Run Park corridor; and

WHEREAS, the future community amphitheater will be located on the north side of the Rose Run Park corridor, adjacent to the Jeanne B. McCoy Community Center for the Arts, and as such, will become a feature element of the Rose Run Park Corridor; and

WHEREAS, The New Albany Community Foundation has lead fundraising efforts for the amphitheater and will be facilitating the construction of the amphitheater through its agreement with The New Albany Community Authority; and

WHEREAS, the City of New Albany will assume free and clear ownership of the community amphitheater upon the completion of its construction; and

WHEREAS, New Albany City Council wishes to recognize the generous financial contributions of its citizens with recognition and/or the naming of specific community enhancing improvements located within the Rose Run Park corridor.

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 donation and naming agreements with the New Albany Community Foundation and residents who have expressed their desire to make significant financial contributions to support the construction of community-enhancing improvements and feature elements located within the Rose Run Park corridor.

Section 2: Said donation and naming agreements shall be in a form substantially similar in content to that which is attached as Exhibit A.

Section 3. 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 4: Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 02 day of Dec, 2019.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-56-2019

GIFT AGREEMENT

The following sets forth the gift (Gift) agreement dated _____, 2019, between _____ and The New Albany Community Foundation, on behalf of the _____ Family Fund of the New Albany Community Foundation, and at the request of _____ (“Donor”), and The City of New Albany (“Donee”) relating to the amount, timing, purpose, conditions, recognition and administration of a Gift from Donor to Donee.

I. Description/Timing of Gift

The Donor intends to contribute an aggregate amount of _____ to The New Albany Community Foundation at the agreement of the Donee (the “Gift”) on the terms and subject to the conditions contained in this Agreement. It is anticipated that the Gift will be made in December of 2019. The donor intends to provide the gift described above but this agreement will not establish a binding payment obligation.

II. Purpose

With respect to the lump sum Gift described in Section I. herein, the Gift is restricted and shall be designated for the naming rights to _____ as part of the City of New Albany’s Rose Run Park improvements. The gift however will be made to The New Albany Community Foundation to be used specifically for the building of the Amphitheater adjacent to Rose Run Park, or other Rose Run Park facilities as authorized by Donee’s City Council,

III. Recognition

This Gift continues _____ and their family’s tradition of support to The New Albany Community Foundation and the New Albany community. With this Gift, the _____ in the Rose Run Park will be named _____ and will be recognized as such through signage on the site. Additionally, the New Albany Community Foundation and The City of New Albany agree, to the best of their ability, to recognize events held on the bridge or the “plaza area” as being held at _____ in promotional items promoting community events on the site. The Foundation and City of New Albany will encourage the other community organizations to use the name _____ as well. If the _____ area is razed or changed substantially during the life of the Donors or their children, the Donee will appropriately recognize the Donor in accordance with its policies.

IV. Other Terms and Conditions

- A. This Gift shall be used to assist in the funding of the Amphitheater, and may be modified only with the approval of Donee’s City Council as set for in Section II, herein.
- B. Donee hereby represents and warrants that is a duly qualified governmental organization under section 115 of the Internal Revenue Code and also an organization described in section 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code and not a private foundation under such provision in section 509(a). Donee will notify Donor immediately of any material organizational changes during the Gift Period including, but not limited to, loss of tax-exempt status.
- C. No funds provided by the Donor may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.

- D. The Donee certifies that no tangible benefit, goods, or services were provided to the trustees of Donor (or affiliates of such trustees).
- E. The New Albany Community Foundation will be responsible for the expenditure of funds, subject to approval by Donee, and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- F. The Donor anticipates that it will complete funding of the Gift as described in Section I above. The nonfulfillment of the Gift by the Donor prior to the payment of all amounts pledged hereunder shall terminate Donee's obligations regarding recognition rights under Section III of this Agreement.

V. Right to Rename

In the event that _____ commit any act which, in the reasonable and good faith opinion of Donee would disparage or impair the reputation and integrity of the Donee, including, without limitation, being convicted of a felony or a crime involving moral turpitude, committing ethical violations, or any other act of moral turpitude, the Donee in its sole and exclusive discretion maintains the right to rename the facility without liability to Donor.

VI. Miscellaneous

This document supersedes any and all prior agreements and documents relating to the Gift.

For the Donee:
The City of New Albany

For the Donor:
The New Albany Community Foundation, on Behalf of
the _____ Family Fund of the
New Albany Community Foundation

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Print or type name and title

Print or type name and title

Date

Date

Donor Name(s): _____

Signature

Signature

Date