



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

ORDINANCE O-18-2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 635.4 +/- ACRES OF LAND GENERALLY LOCATED EAST OF BABBITT ROAD, NORTH OF MORSE ROAD AND WEST OF BEECH ROAD FOR AN AREA TO BE KNOWN AS THE "COUNTY LINE ZONING DISTRICT" FROM ITS CURRENT ZONING OF "AG" AGRICULTURAL DISTRICT AND "L-GE" LIMITED GENERAL EMPLOYMENT DISTRICT TO "L-GE" LIMITED GENERAL EMPLOYMENT DISTRICT AS REQUESTED BY MBJ HOLDINGS LLC C/O AARON 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 Rocky Fork-Blacklick Accord, 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 by MBJ Holdings LLC c/o Aaron Underhill, the Rocky Fork-Blacklick Accord and Planning Commission of the City of New Albany have 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 site:

- A. A 635.4 ± acre area of land general located to the east of Babbitt Road, north of Morse Road, and west of Beech Road for an area to be known as the "County Line Zoning District" from its current zoning of "AG" Agricultural District and "L-GE" Limited General Employment District to "L-GE" Limited General Employment District;
- B. The zoning district's limitation 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 passage of this ordinance were adopted in an open meeting of the council and any decision making bodies of the City of New Albany which resulted in such formal action were in meetings open to the public or in compliance with all legal requirements of the City of New Albany, Counties of Franklin and Licking, State of Ohio.

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 _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

COUNTY LINE ZONING DISTRICT

LIMITATION (L-GE) TEXT

September 11, 2018

The County Line Zoning District (hereinafter, the “Zoning District”) serves to extend the same or similar zoning and development standards to property being annexed to the City as currently apply to the Beech Road South Zoning District, and to incorporate the portion of the property from the Beech Road South Zoning District that is located to the west of Beech Road into this zoning so that the property that is the subject hereof will have one uniform set of regulations. The property that is the subject of this zoning text consists of 635.4+/- acres generally located adjacent to Beech Road on the east, adjacent to Babbitt Road on the west, and adjacent to Morse Road on the south. To the extent that a standard in this text conflicts with a standard that is provided in the City of New Albany’s Codified Ordinances, the standard contained in this text shall govern. This Zoning District shall be governed by the relevant provisions of the City’s Codified Ordinances to the extent that this text is silent on any particular matter.

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

B. 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)). For purposes of clarification, this prohibition applies only to such facilities that are made available for rental to the general public.
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 Zoning District;
5. Vehicle services (See Section 1153.03(b)(4));
6. Radio/television broadcast facilities (See Section 1153.03(c)(1)); and
7. Sexually-oriented businesses (See Section 1153.03(c)(3)).

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

1. The developer shall work with the City Manager or his designee to determine the appropriate timing and phasing of all required street improvements.
2. Subject to other provisions in this text, on public rights-of-way which exist on the date of this text the number, locations, and spacing of curbcuts shall be determined and approved by the City Manager or his designee in consultation with the developer at the time that a certificate of appropriateness is issued for a project in this Zoning District.
3. Vehicular access to and from this Zoning District along Babbitt Road shall be limited to access for emergencies and utilities. The use of Babbitt Road for vehicular ingress and egress shall be prohibited for all other purposes including, but not limited to, construction

traffic and employee and general visitor traffic. Any use of this driveway for other than the purposes set forth herein shall not be permitted without prior approval from the City Manager.

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

5. In conjunction with the filing of an application with the City for a plat or private site development a traffic study shall be filed by the applicant unless the City waives this requirement or modifies it to require a less than a full study. The developer shall dedicate property as directed by the City for public street right-of-way as follows:

a. Babbitt Road: The total right-of-way for Babbitt Road shall be 60 feet. Right-of-way shall be dedicated to the City within this Zoning District to a width of 30 feet as measured from the centerline of Babbitt Road. The developer shall grant easements to the City which are adjacent to the aforementioned 60-foot right-of-way to the extent necessary to provide for the installation and maintenance of streetscape improvements, public utility lines, and leisure paths.

b. Morse Road: The developer shall dedicate property to the City as necessary to provide a minimum of 50 feet from the centerline of the right-of-way for Morse Road, unless the developer and the City agree during the time of the final engineering of any improvements to this public street to a greater right-of-way width. The developer shall grant easements to the City which are adjacent to the aforementioned 50-foot right-of-way to the extent necessary to provide for the installation and maintenance of streetscape improvements, public utility lines, and leisure paths.

c. Beech Road: The property owner has previously dedicated to the City right-of-way from this Zoning District necessary to provide a total of 80 feet of right-of-way for Beech Road, as well as easements adjacent to the aforementioned 80-foot right-of-way to the extent necessary to provide for the installation and maintenance of streetscape improvements, public utility lines, and leisure paths.

d. New Public Streets: All other public streets constructed within this zoning district shall have a right-of-way width that is appropriate for the character and anticipated usage of such streets as guided by the City of New Albany 2014 Strategic Plan and determined by the aforementioned traffic study.

D. Lot and Setback Commitments:

1. Lot Coverage: There shall be a maximum lot coverage in this Zoning District of 75%.

2. Setbacks:

a. Morse Road: There shall be a minimum building and pavement setback of 300 feet from the Morse Road as measured from the edge of the right-of-way after the required right-of-way dedication for this street is completed as provided in this text, provided that drive lanes, but not parking areas, may be located no less than 150 feet from such right-of-way.

b. Babbitt Road: There shall be a minimum building setback of 250 feet from the centerline of the Babbitt Road right-of-way. There shall be a minimum pavement setback of 100 feet from the Babbitt Road as measured from the edge of the right-of-way after the required right-of-way dedication for this street is completed as provided in this text.

c. Beech Road: There shall be a minimum building and pavement setback of 100 feet from the Beech Road right-of-way as it exists on the date of this text.

d. New Public Streets: There shall be a minimum building and pavement setback of 25 feet from the right-of-way for any new public street within this Zoning District.

e. Perimeter Boundaries: Subject to Section J below, there shall be (i) a minimum pavement setback of 50 feet and a minimum building setback of 100 feet from all perimeter boundaries of this Zoning District which are adjacent to property on which residential uses are permitted, and (ii) a minimum pavement and building setback of 25 feet from all other perimeter boundaries that are not adjacent to a public right-of-way. Furthermore, where a parcel boundary follows or generally follows the centerline of a stream, the minimum pavement setback shall be 50 feet and the minimum building setback shall be 100 feet from the centerline of that stream.

f. From Streams: Subject to the immediately preceding subsection e., there shall be a minimum 100-foot wide stream corridor protection zone covering the existing stream which is located within the northern portion of this Zoning District. The amount of the stream corridor protection zone which is located on each side of the centerline of the stream may vary, provided that no less than 25 feet of this protection zone shall be located on either side of the stream. Notwithstanding the foregoing, should any applicable permits from federal or state governmental authorities more restrictive widths for this stream corridor, then the requirements of such permits shall govern.

g. 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 as they apply to common property lines shall no longer apply with respect to these parcels.

E. Architectural Standards:

1. Building Height: The maximum building height for structures in this Zoning District shall be 65 feet, subject to adjustments as contemplated in Section J below.

2. Service and Loading Areas: Service areas and loading docks shall be screened to limit visibility from off-site.

3. Building Design:

- a. Building designs shall not mix architectural elements or ornamentation from different styles.
- b. Buildings shall be required to employ a comparable use of materials on all elevations.
- c. 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.
- d. For office buildings and complexes, achieving a human or pedestrian scale 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.
- e. 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.
- f. 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, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
- g. 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.

4. Building Form:

- a. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
- b. 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.

5. Materials:

- a. 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 shall be permitted, along with 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. The use of reflective or mirrored glass shall be prohibited.

b. Prefabricated metal buildings, untreated masonry block structures, and buildings featuring poured concrete exterior walls are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by a tenants or persons on a regular basis may be constructed using pre-engineered metal.

c. Generally, the quantity of materials selected for a building 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).

d. 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.

e. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed to accommodate certain uses 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 Zoning District that is not subject to or governed by the DGRs, and subject to Section J of this text, 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 1157.08(a)(1)(D) 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:

i. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas)

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.

ii. 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.

iii. 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.

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

v. 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.

vi. HVAC, generators and similar equipment and associated gravel or concrete yards or pads shall be located subject to the minimum building setbacks.

6. Roof-Mounted Equipment: Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment.

F. Buffering, Landscaping, Open Space, and Screening: The following landscaping requirements shall apply to this Zoning District:

1. Tree Preservation: 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.

2. Street Trees: A street tree row shall be established along all publicly dedicated rights-of-way within or adjacent to this Zoning District and shall contain one (1) tree for every thirty (30) feet of road frontage. Trees may be grouped or regularly spaced. 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.

3. Parking Areas: Within this Zoning District, there shall be no 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 treed areas). Parking lots

shall be designed to accommodate parking lot islands with tree(s) at the end of parking aisles.

4. 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.

5. Pedestrian Circulation: Unless they are part of a campus which for safety or security reasons requires access by the public to be restricted, for buildings whose primary use is office, an internal pedestrian circulation system shall be created so that a pedestrian using a public sidewalk 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. Pedestrian connections shall be provided between parking lots and the front of buildings. A building shall be considered to have offices as its primary use when greater than 50% of its total square footage is occupied by office uses. The requirements of this paragraph shall not apply to any building with a main entrance which is located 500 feet or more from a public right-of-way.

6. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.

7. All project landscape plans are subject to review and approval by the City Landscape Architect.

8. Screening – Residential Uses: For those perimeter boundaries which abut residentially zoned and used properties (if two contiguous properties have an intervening public street right-of-way between them, they shall still be considered abutting) that are not owned by the developer, a minimum six (6) foot high mound shall be installed along the property line and shall include a landscape buffer on the mound which shall consist of a mixture of deciduous trees, evergreens and bushes to provide an opacity of 75% on the date that is 5 years after planting to a total height of 10 feet above ground level. These mounds shall be installed within the minimum pavement setback area as required by this zoning text and may encroach on the abutting property if that owner is in agreement with the mound's installation on his/her property. The plan for these areas must be reviewed and approved by the City's Landscape Architect.

If there are existing trees within this perimeter area and the City Landscape Architect recommends preservation of them then the mounding may be omitted and the existing trees may be utilized as the required screening. The requirement for 75% opacity 5 years after installation is still applicable with this alternative and, therefore, if necessary, additional landscaping materials (i.e., deciduous trees, evergreens or bushes) shall be planted along those perimeter boundary areas to meet the 75% opacity requirement. The plan for these areas must be reviewed and approved by the City's Landscape Architect.

Utilities and permitted access drives may be placed within or cross through perimeter boundaries which abut residentially zoned and used properties and the screening provided for above, provided, however, that the developer shall use good faith

efforts to place utilities in a manner that minimizes the impact on the required screening.

9. Master Landscape Standards Plan: The City of New Albany Business Campus South – Beech Road South Landscape Standards Master Plan which was previously created for the Beech Road corridor and approved by the Planning Commission on June 5, 2017 shall apply to the Beech Road frontage in this Zoning District.

10. Morse Road, Beech Road, and Babbitt Road:

a. Landscaping within the minimum required pavement setback along each of Morse Road, Beech Road, and Babbitt Road shall be coordinated and consistent throughout this zoning district and surrounding areas. Stormwater and other similar non-building activities require the landscaping stated in this text be installed. The rural character of the land along road ways should be designed/maintained as contemplated in Beech Road South Landscape Standards Master Plan.

b. A landscape buffer shall be located within the required minimum pavement setback along each of Morse Road, Beech Road, and Babbitt Road. The buffer shall be planted with a minimum quantity of one tree per 25 feet, in addition to street trees. Trees shall be randomly planted to create a naturalized appearance. Trees shall be of native species. Evergreen trees or shrubs shall not be permitted in the area between the buffer landscape and the edge of street pavement. For landscaping which is not used to meet zoning text, codified ordinance and street tree requirements, the minimum caliper of tree material may be reduced to 1" caliper to gain additional plant material. A four-board white horse fence may be located 1 foot from the edge of the right-of-way along Morse Road.

c. The landscape buffer may consist of mounding. Mounding, when used, shall be a maximum of 12 feet in height. Trees shall be planted on the mound with a minimum of 70% of the trees occurring on the street side. No trees shall be located within the upper quartile of the crest of the mound.

11. Preservation Areas: Certain portions of the Zoning District contain environmentally sensitive elements that will be preserved and protected. These "Preservation Zones" are generally identified on the attached Preservation Plan. The intent of the Preservation Plan is to generally depict the portions of the Zoning District that will not be developed or disturbed. In addition to preservation zones which are noted on the Preservation Plan, Preservation Zones shall be deemed to include all minimum pavement setbacks along the perimeter boundaries of the Zoning District that are not adjacent to a public right-of-way. Within the Preservation Zones located within these perimeter setbacks, the developer shall preserve existing healthy and mature trees and vegetation but shall be permitted to place utilities within or allow them to cross through these areas, provided, however, that the developer shall use good faith efforts to place utilities in a manner that minimizes the impact on healthy and mature trees. Trees that are in good health and that are at least four (4) caliper inches in diameter at a height of three (3) feet above the ground shall be preserved where reasonably practical. Trees within these areas may be removed if they present a danger to persons or property.

The Preservation Zones that are located outside of the minimum required perimeter pavement setbacks as shown on the Preservation Plan illustrate the land that

has been preserved pursuant to applicable federal and state permits that have been issued or once they are approved and issued by the Ohio Environmental Protection Agency and the U.S. Army Corps of Engineers. These Preservation Areas shall be maintained, protected, and preserved in accordance with such permits. The Preservation Plan is being provided for illustrative purposes only, and the final boundaries of the Preservation Zones that are located outside of the minimum required perimeter pavement setbacks shall be the same as the boundaries of the portions of the site that will be required to be preserved under applicable federal and state permits, as may be amended from time-to-time. Prior to commencing development in a portion of the Zoning District that contains a Preservation Zone that is located outside of the minimum required perimeter pavement setbacks, the developer shall provide detailed legal descriptions of such Preservation Zone to the Director of Development for record-keeping and enforcement purposes. Should the boundaries of any Preservation Zone that is located outside of the minimum required perimeter pavement setbacks change in the future as a result of amendments to or replacements of relevant federal and state permits, then the developer shall provide updated legal descriptions and an updated Preservation Plan to the Director of Development within a reasonable amount of time after such information is available, and the Preservation Plan then shall be considered to be enforceable as amended.

G. Lighting:

1. 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.
2. 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.
3. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.
4. Landscape uplighting from a concealed source shall be subject to staff approval. All uplighting fixtures must be screened by landscaping. Lighting details shall be included in the landscape plan which is subject to review and approval by the City Landscape Architect.
5. No permanent colored lights or neon lights shall be used on the exterior of any building.
6. All other lighting on the site shall be in accordance with City Code.
7. Street lighting must meet the City Standards and Specifications.

H. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.

I. Utilities: No utilities installed within 300 feet of any public right-of-way shall be installed above-ground. Above-ground electric utility poles shall be permitted within an individual parcel (or multiple contiguous parcels under common ownership) located to the south of the stream

identified as the “North Stream” on the plans which accompanying this text provided that any such poles shall be of a monopole design and shall not exceed the minimum height required by applicable utility installation standards. Reasonable efforts shall be made to minimize the visibility of above-ground electric utility poles from any public roadway. All other utilities that are installed in this Zoning District shall be located underground. For the purposes of this Section, connections by way of piping, cables or conduits between a building and ground mounted equipment or structures located immediately adjacent to the building shall not be considered a “utility”.

J. Height Adjustments: It is anticipated that technology-oriented companies and other large parcel users may have certain operational and design requirements necessitating the development of buildings in excess of 65 feet in height. The Planning Commission shall have the authority, upon application from a property owner or other applicant as provided in Section J.1 below, to increase the allowable height for a building to a maximum of 85 feet within those portions of the Zoning District which are located to the south of the stream identified as the “North Stream” on the plans which accompanying this text. This Section J shall not be read or applied to override or supersede the provisions of Section 1165.05 of the Codified Ordinances as they relate to the right for certain elements of a building to exceed the maximum height provided for in this text in the absence of a request for an increase in building height.

1. **Procedure for Approval:** A property owner or other applicant seeking an increase in data center building height as contemplated in this Section J shall request the Planning Commission’s review by filing an application with the City on a form that is prescribed by its zoning staff. Such an application and any decisions made thereon by the Planning Commission shall not be considered to be a variance, but instead shall be considered to be administrative in nature in that the Planning Commission’s function will be to apply and administer the requirements of Section J.2 below to any application made pursuant hereto. The Planning Commission shall hold a public hearing on the application at its first meeting following the date that is 30 days after the application is filed in a manner that is deemed to be complete by the City’s zoning staff or on such later date as may be agreed by the applicant. The Planning Commission may vote on the application at any time following such public hearing, provided that in no circumstance shall such a vote occur later than the next meeting of the Planning Commission which immediately follows the meeting when the public hearing occurred (unless the applicant otherwise consents). The Planning Commission’s decision to approve or disapprove the application shall be based upon its consideration of the matters contemplated in Section J.2 below, and a decision to approve the application may be issued with conditions that are not inconsistent with the requirements set forth in Section J.2.

2. **Basis for Approval:** The Planning Commission shall approve the request for an increase in permissible building height if it determines that the following requirements are met (or waived by the Planning Commission based on the facts and circumstances of the particular proposal):

- a. Buildings exceeding 65 feet in height shall:
 - i. Have a minimum setback of 300 feet as measured from the centerline of Babbitt Road;
 - ii. Have a minimum setback of 200 feet from any parcel as to which the current zoning permits residential uses and on which a residence exists on the

date that the Planning Commission reviews the application for increased building height if the request is for a building height of up to 75 feet, and a minimum setback of 250 feet from any such parcel if the request for an increase in building height is between 76 feet and 85 feet; and

iii. Be located no closer to Beech Road than the western boundary of the wetlands mitigation/preservation area identified on the attached plans or a line extending in a straight line from that boundary to each of the northern and southern boundaries of this Zoning District;

b. The need for an increase in building height (a) is the result of a technological or operational need or other function that cannot be reasonably, practically, or economically addressed or accommodated in a building that complies with the height requirement contained in Section E.1 above, or (b) reflects best or favored practices in the relevant industry;

c. Roof-mounted mechanical equipment and other appurtenant building elements shall be screened to limit from view from the rights-of-way for Beech Road, Morse Road, or Babbitt Road;

d. No lights or signage shall be installed on the building at a height greater than that which would be permitted without the increase in building height;

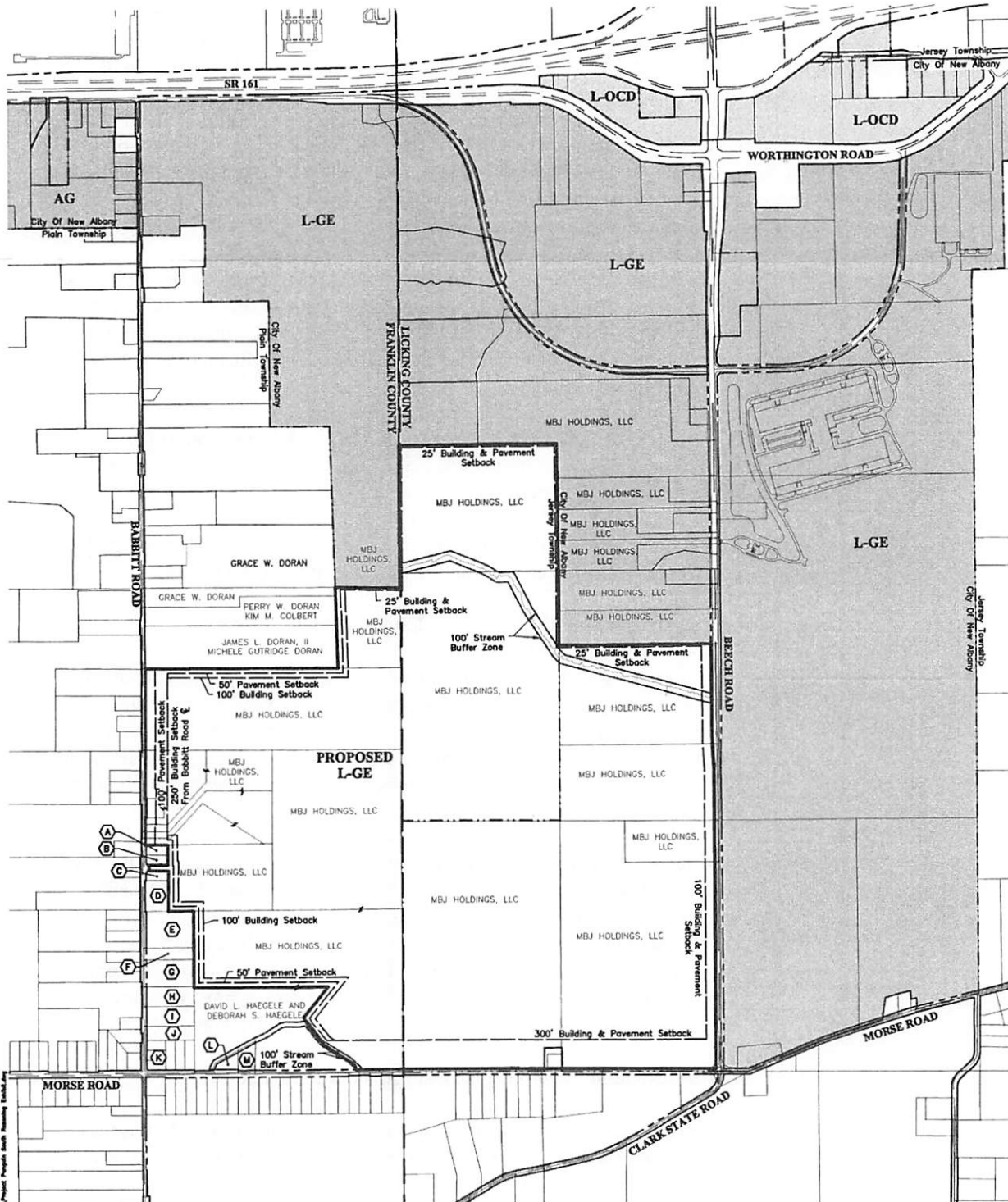
e. The design of the building with the additional height:

i. Incorporates, into the portions of the primary architectural elements of the building that exceed 65 feet, two or more of the architectural design elements contemplated in Section 5.e.ii of this text in order to reduce or eliminate the appearance of the building as being monolithic in form (or other design elements as reasonably determined by the Planning Commission to meet this objective);

ii. Does not include blank facades which are visible from a public right-of-way. For purposes of this text, a "blank facade" shall be defined to mean "the use of a single exterior façade material without any variations using other materials, patterns, textures, colors, or other means of creating visual interest extending full height in a vertical direction and 100 feet in a horizontal direction, unless otherwise approved by the Planning Commission based on sound architectural design principles";

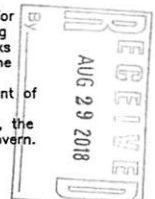
f. The proposed building will utilize a sprinkler system; and

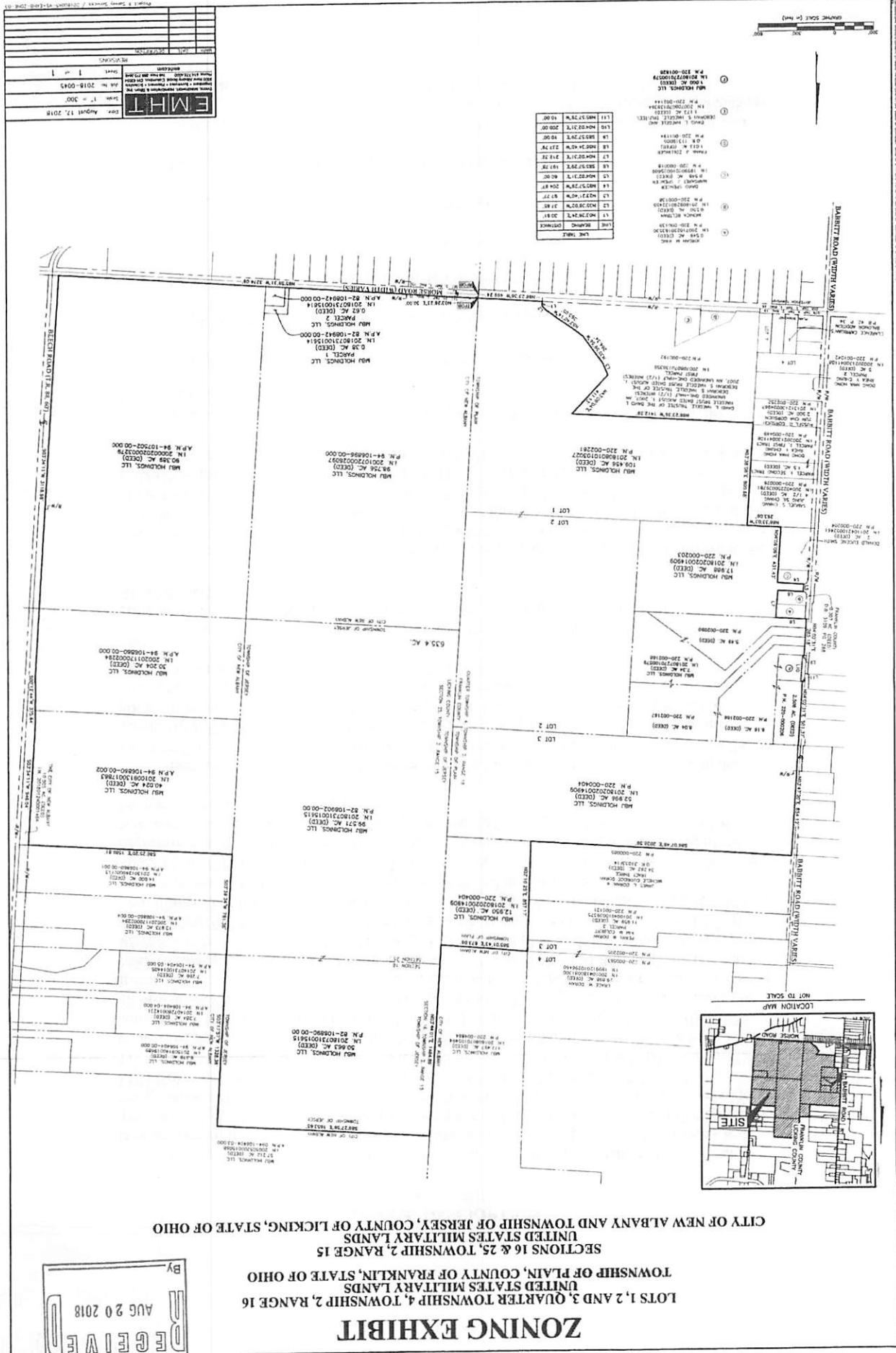
g. The relevant provider of fire protection services for the proposed building has confirmed that it will be able to provide adequate fire suppression services to the building with the increased height.



(A)	JORDAN M. KING	(G)	DONG HWA HONG RHEA Y. CHUNG
(B)	MONICA BELTRAN	(H)	RUSSEL D. GORSUCH YUN CHA GORSUCH
(C)	DAVID SPENCER MARGARET J. SPENCER	(I)	DONG HWA HONG RHEA Y. CHUNG
(D)	DONALD EUGENE SMITH	(J)	SHIRLEY A. SIFFORD
(E)	SAMUEL S. CHANG JUNG SIL CHANG	(K)	RYAN ELMIGER REGINA ELMIGER
(F)	DONG HWA HONG RHEA Y. CHUNG	(L)	FRANK J. ZOLLINGER
		(M)	DAVID L. HAEGELE DEBORAH S. HAEGELE TRUSTS

Note: This exhibit illustrates baseline required setbacks for this zoning district. The zoning text for this zoning district contemplates variations to required setbacks under certain circumstances. To the extent that the zoning text provides for these variations, it shall govern to the exclusion of this exhibit. In the event of any conflict between the setbacks shown on this exhibit and those contemplated in the zoning text, the requirements contained in the zoning text shall govern.







ZONING DESCRIPTION
635.4 ACRES

Situated in the State of Ohio, County of Franklin, Township of Plain, in Lots 1, 2 and 3, Quarter Township 4, Township 2, Range 16, and County of Licking, City of New Albany and Township of Jersey, in Sections 16 and 25, Township 2, Range 15, United States Military Lands, being comprised of part of that 1.000, 2.508, 6.16, 8.04, 7.34, and 5.49 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201807270100579, all of that 12.950 and 17.998 acre tracts and part of that 52.996 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201802020014909, all of that 109.456 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201808010103027, all of that 99.571 and 50.663 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201807310015615, all of the remainder of that 40.024 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201009130017863, part of that 98.756 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200107200026097, part of that 0.38 and 0.62 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201807310015614, all of the remainder of that 30.204 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200201170002294, and part of that 90.389 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200002020003279, (all references refer to the records of the Recorder's Office, Franklin County, Ohio, and Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road with the common County line of Franklin and Licking Counties, at the southwest corner of Section 25, Township 2, Range 15, at the northwest corner of Section 5, Township 1, Range 15, at the northeast corner of Quarter Township 1, Township 1, Range 16, at the southeast corner of Quarter Township 4, Township 2, Range 16, in the southwesterly corner of said 98.756 acre tract, in the southeasterly corner of said 109.456 acre tract;

Thence North 03° 28' 23" East, across said Morse Road, a distance of 30.00 feet to a point in the northerly right-of-way line of said Morse Road, the TRUE POINT OF BEGINNING;

Thence North 86° 23' 36" West, with the northerly right-of-way line of said Morse Road, across said 109.456 acre tract, a distance of 499.24 feet to a point in a westerly line thereof, in an easterly line of the remainder of that tract conveyed as First Parcel to David L. Haegele, Trustee of the David L. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest and Deborah S. Haegele, Trustee of the Deborah S. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest by deed of record in Instrument Number 200708070138359;

Thence with the line common to said 109.456 acre tract and said Haegele tract, the following courses and distances:

North 03° 36' 24" East, a distance of 30.61 feet to a point;

North 35° 38' 02" West, a distance of 37.65 feet to a point;

North 53° 40' 14" West, a distance of 363.05 feet to a point;

North 35° 59' 56" West, a distance of 264.34 feet to a point;

North 23° 21' 40" West, a distance of 97.77 feet to a point;

North 43° 09' 04" East, a distance of 411.13 feet to a point; and

North 86° 23' 36" West, a distance of 1412.59 feet to a point in a westerly line of said 109.456 acre tract, in the easterly line of that 2.500 acre tract conveyed to Russel D. Gorsuch and Yun Cha Gorsuch by deed of record in Instrument Number 201312130204967;

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Thence North 03° 38' 08" East, with the easterly lines of said 2.500 acre tract, those tracts conveyed to Dong Hwa Hong and Rhea Y. Chung by deed of record in Instrument Number 200202130041108, and that 4.50 acre tract conveyed to Samuel S. Chang and Jung Sil Chang by deed of record in Instrument Number 200402250039781, a distance of 800.68 feet to a point in the southerly line of said 17.988 acre tract, in the northeasterly corner of said 4.50 acre tract, in a northwesterly corner of said 109.456 acre tract;

Thence North 86° 33' 03" West, with the line common to said 17.988 acre and said 4.50 acre tracts, a distance of 263.09 feet to a point in the southeasterly corner of that 2.0 acre tract conveyed to Donald Eugene Smith by deed of record in Instrument Number 201104210052461, in a southwesterly corner of said 17.988 acre tract;

Thence North 04° 06' 06" East, with the easterly line of said 2.0 acre tract and that 0.548 acre tract conveyed to David Spencer and Margret J. Spencer by deed of record in Instrument Number 199902010025609, with a westerly line of said 17.988 acre tract, a distance of 431.43 feet to a point in the the northeasterly corner of said 0.548 acre tract;

Thence North 85° 57' 29" West, with the line common to said 17.988 acre and said 0.548 acre tracts, a distance of 204.97 feet to a point in the easterly right-of-way line of Babbitt Road, in a northwesterly corner of said 0.548 acre tract, in a southwesterly corner of said 17.988 acre tract;

Thence North 04° 02' 31" East, with said easterly right-of-way line, with a westerly line of said 17.988 acre tract, a distance of 60.00 feet to a point in a southwesterly corner of that 0.550 acre tract conveyed to Monica Beltran by deed of record in Instrument Number 201609290132455, in a northwesterly corner of said 17.988 acre tract;

Thence South 85° 57' 29" East, with the line common to said 0.550 acre and said 17.988 acre tracts, a distance of 197.78 feet to a point in the southeasterly corner of said 0.550 acre tract;

Thence North 04° 02' 31" East, with the easterly line of said 0.550 acre tract and that 0.549 acre tract conveyed to Jordan M. King by deed of record in Instrument Number 200710220183530, with a westerly line of said 17.988 acre tract, a distance of 212.32 feet to a point in the northeasterly corner of said 0.549 acre tract, in a northwesterly corner of said 17.988 acre tract, in the southerly line of said 5.49 acre tract;

Thence North 86° 34' 40" West, with the line common to said 0.549 acre and said 5.49 acre tracts, a distance of 237.79 feet to a point in the easterly right-of-way line of said Babbitt Road;

Thence North 04° 02' 31" East, with the easterly right-of-way line of said Babbitt Road, across said 5.49, 7.34, 8.04, and 6.16 acre tracts, a distance of 285.18 feet to a point in the southerly line of said 1.000 acre tract, in a northerly line of said 6.16 acre tract;

Thence South 85° 57' 29" East, continuing with the easterly right-of-way line of said Babbitt Road, with the line common to said 1.000 and 6.16 acre tracts, a distance of 10.00 feet to a point;

Thence North 04° 02' 31" East, continuing with the easterly right-of-way line of said Babbitt Road, across said 1.000 acre tract, a distance of 200.00 feet to a point in the northerly line of said 1.000 acre tract, in the southerly line of said 2.508 acre tract;

Thence North 85° 57' 29" West, continuing with the easterly right-of-way line of said Babbitt Road, with the line common to said 1.000 and 2.508 acre tracts, a distance of 10.00 feet to a point;

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Thence North 04° 02' 31" East, with the easterly right-of-way line of said Babbitt Road, across said 2.508 acre tract, a distance of 501.37 feet to a point in the northerly line thereof, in the southerly line of said 52.993 acre tract;

Thence North 03° 47' 20" East, continuing with the easterly right-of-way line of said Babbitt Road, across said 52.996 acre tract, a distance of 854.12 feet to a point in the northerly line thereof, in the southerly line of the remainder of that 34.262 acre tract conveyed to James L. Doran, II and Michele Gutridge Doran by deed of record in Official Record 31033F14;

Thence South 86° 07' 46" East, with the southerly line of the remainder of said 34.262 acre tract, with the northerly line of said 52.996 acre tract, a distance of 2028.59 feet to a point in the southeasterly corner of the remainder of said 34.262 acre tract, in the southwesterly corner of said 12.950 acre tract;

Thence North 02° 10' 25" East, with the easterly line of the remainder of said 34.262 acre tract, with the easterly line of that 11.959 acre tract conveyed to Perry W. Doran and Kim M. Colbert by deed of record in Instrument Number 201004010039375, with the easterly line of that 29.898 acre tract conveyed to Grace W. Doran by deeds of record in Instrument Numbers 200104180081300 and 199912010296460, with the westerly line of said 12.950 acre tract, a distance of 857.17 feet to a point in the common Lot Line to Lots 3 and 4, in the northwesterly corner of said 12.950 acre tract, in the southwesterly corner of that 177.497 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201808070105494;

Thence South 85° 01' 43" East, with the common Lot Line to Lots 3 and 4, with the northerly line of said 12.950 acre tract, with a southerly line of said 177.497 acre tract, a distance of 673.06 feet to a point in the common County line of said Franklin and Licking Counties, in the easterly line of said Quarter Township 4, Township 2, Range 16, in the westerly line of said Section 25, Township 2, Range 15, in the westerly line of said 99.571 acre tract, in the northeasterly corner of said 12.950 acre tract, in a southeasterly corner of said 177.497 acre tract;

Thence North 03° 44' 01" East, with said common County line, with the easterly line of said Quarter Township 4, Township 2, Range 16, with the westerly line of said Section 25, Township 2, Range 15, with the westerly line of Section 16, Township 2, Range 15, with the westerly line of said 99.571 acre tract, with the westerly line of said 50.663 acre tract, with an easterly line of said 177.497 acre tract, a distance of 1484.89 feet to a point in the northwesterly corner of said 50.663 acre tract, in a southwesterly corner of that 57.212 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200505200015068;

Thence South 86° 27' 58" East, with the line common to said 50.663 and 57.212 acre tracts, a distance of 1653.65 feet to a point in the northeasterly corner of said 50.663 acre tract;

Thence South 03° 17' 57" West, with the easterly line of said 50.663 acre tract, with a westerly line of said 57.212 acre tract, with the westerly line of that 9.378 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201509140019689, with the westerly line of that 7.284 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201407280014231, with the westerly line of that 7.266 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201407310014405, a distance of 1328.36 feet to a point in the southeasterly corner of said 50.663 acre tract, in the southwesterly corner of said 7.266 acre tract, in the northeasterly corner of said 99.571 acre tract, in the northwesterly corner of that 13.973 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200201170002294;

Thence South 03° 39' 34" West, with the easterly line of said 99.571 acre tract, with the westerly line of said 13.973 acre tract, with the westerly line of that 14.000 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201301240002113, a distance of 781.36 feet to a point in the southwesterly corner thereof, in the northwesterly corner of said 40.024 acre tract;

635.4 ACRES

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Thence South 86° 25' 20" East, with the line common to said 14.000 and 40.024 acre tracts, a distance of 1589.61 feet to a point in the westerly right-of-way line of Beech Road, in the westerly line of that 10.505 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201801240001484;

Thence South 03° 34' 11" West, with the westerly right-of-way line of said Beech Road, with the line common to said 40.024 and 10.505 acre tracts, a distance of 946.04 feet to a point;

Thence South 00° 12' 44" West, continuing with the westerly right-of-way line of said Beech Road, with the easterly line of said 40.024 acre tract, with the easterly line of said 30.204 acre tract, with the westerly line of said 10.505 acre tract, a distance of 375.64 feet to a point;

Thence South 03° 34' 11" West, continuing with the westerly right-of-way line of said Beech Road, with the easterly line of said 30.204 acre tract, with the easterly line of said 90.389 acre tract, with the westerly line of said 10.505 acre tract, a distance of 3118.98 feet to a point in the intersection of the westerly right-of-way line of said Beech Road and the northerly right-of-way line of said Morse Road, in a southwesterly corner of said 10.505 acre tract;

Thence North 85° 59' 31" West, with the northerly-right-of-way line of said Morse Road, across said 90.389, 0.62, and 0.38 acre tracts, a distance of 3274.09 feet to the TRUE POINT OF BEGINNING, containing 635.4 acres, more or less.

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.



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

ORDINANCE O-19-2018

AN ORDINANCE AUTHORIZING THE AMENDMENT OR MODIFICATION OF OR SUPPLEMENT TO A LOAN AGREEMENT WITH THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY TO WAIVE THE THIRTY-DAY WAITING PERIOD

WHEREAS, on August 15, 2017, Facebook announced plans to open a 970,000 square-foot data center in the New Albany International Business Park (the "Project") with the Project's construction expected to employ up to 1,688 local workers, provide up to \$77.7 million in wages for those workers, and inject an additional \$243.5 million into the local economy's supply chain; and

WHEREAS, development of the Project requires large investments in public roadway and water and sewer infrastructure; and

WHEREAS, in support of those investments in water and sewer infrastructure, the city on November 9, 2017, executed a cooperative agreement and term sheet (collectively the "Cooperative Agreement") with the Ohio Water Development Authority (the "OWDA") for a Local Economic Development (LED) draw down loan in an amount up to \$19,869,400 (the "Original Loan") to fund certain water and sewer improvements (the "Water and Sewer Improvements"), all as described in City Ordinance O-18-2017; and

WHEREAS, additional water and sewer improvements known as the Blacklick Creek Trunk Sewer Project (the "BCTS Project") that will serve a tributary area of approximately 9,000 acres within the New Albany International Business Park that includes the area for the Facebook Project, have been identified for addition to the scope of the Water and Sewer Improvements; and

WHEREAS, if up to \$5,000,000 of additional funding (the "Additional Funding") can be obtained for Phase 1 of the BCTS Project to proceed immediately in coordination with work already underway with the City of Columbus this can result in an estimated cost savings in excess of \$1,000,000; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city and for the further reason that this ordinance is required to be immediately effective to provide for the timely provision of public infrastructure in support of the Project.

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

Section 1. Additional OWDA Loan to Finance Water and Sewer Improvements. Council authorizes the City Manager to seek an appropriate amendment or modification of, or supplement to the Cooperative Agreement to provide for additional LED loan funding for Phase 1 of the BCTS Project in an amount not to exceed \$5,000,000, with the terms of said amendment, modification or supplement being substantially the same as the terms reflected in the Cooperative Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements, instruments, and amendments, modifications, or supplements thereto and to take any other actions (including but not limited to ratifying and confirming making application and preliminary arrangements for the Additional Funding) as may be appropriate to implement this Ordinance and the transactions referenced or contemplated herein.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this council and any of its committees, and that all deliberations of this council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 4. Effective Date. By reason of the emergency set forth in the preamble hereto, and pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director



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

RESOLUTION R-33-2018

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

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

WHEREAS, it is anticipated that real property comprised of a real estate parcel totaling approximately 357.2+/- acres (Annexation Parcel), will be the subject of an annexation petition to be filed with the Licking County Commissioners soon after the Effective Date; and

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

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

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

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

Section 1. Council hereby authorizes the city manager to enter into an annexation agreement with Jersey Township substantially similar to the attached Exhibit C.

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

Section 3. On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the approval of the Licking County Board of Commissioners and acceptance of the annexation by

the City, be annexed to and accepted by the City under the conditions set forth in the annexation agreement.

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

**PROPOSED ANNEXATION
357.2± ACRES**

EXHIBIT B - R-33-2018

FROM: JERSEY TOWNSHIP, LICKING COUNTY OHIO

TO: CITY OF NEW ALBANY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

357.2± ACRES

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

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

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

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

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

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

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

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

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

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

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

ANNEXATION AGREEMENT

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

WITNESSETH:

WHEREAS, the City and the Township share certain boundaries and therefore have a mutual interest in the general area found east of Beach Road, west of Harrison Road, north of Morse Road and south of SR161, consisting of approximately 357.2 +/- acres, as illustrated in Exhibit A and described in Exhibit B; and

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

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

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

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

1. Territory Defined: This Agreement shall cover and be applicable only to the Property, consisting of approximately 357.2 +/- acres, which is presently located within the boundaries of the Township. The boundaries of the Property shall not be reduced, enlarged, modified, or altered in any way except by written consent approved and given by the legislative authorities of both the City and the Township by means of appropriate action authorizing such reduction, enlargement, modification, or alteration. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.
2. Annexation of the Property: On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the final approval of the Licking County Board of Commissioners (the "Commissioners"), be annexed to and accepted by the City under the conditions hereinafter set forth in this Section 2 and subject to all other conditions and limitations in this Agreement. It is anticipated that the real property identified in Exhibits A and B attached hereto and incorporated by reference will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.

- A. **Procedure:** Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
 - B. **Effect of Annexation:** Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
 - C. In the event that the annexed Properties' redevelopment and associated change in use from agricultural and/or residential uses to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property in tax years 2018 through 2022, when compared with property tax revenue received by the Township for tax year 2017 (January 1, 2017 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
 - D. **Cooperative Efforts:** Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
3. **Tax Increment Financing (TIF) in Jersey Township:** If the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to the real property tax revenue the Township would have received during the previous calendar year, exclusively from all property tax levies for fire and emergency medical services (EMS), had the TIF not been granted by the City (the "Fire & EMS Payment").

4. **Public Infrastructure:** In addition to their agreement regarding annexation of the Property as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve areas in the vicinity of the Property. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Harrison Road.

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

5. **Miscellaneous:**

- A. The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on the fiftieth (50th) anniversary of the Effective Date (the "**Initial Term**"). Unless the legislative authority of the City or the Township, at least ninety (90) days before the expiration of the Initial Term or any subsequent term as provided herein, acts to terminate the Agreement at the expiration of said term, this Agreement shall automatically renew for consecutive terms of twenty (20) years each, with no limit on the number of renewal terms.
- B. **Notices.** Any notice required to be given hereunder shall be given in writing by ordinary United States mail, postage prepaid, by nationally recognized overnight courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to City:

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

If to Township:

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

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

- C. **Entire Contract.** This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the City and the Township.
- D. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

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

City of New Albany

By: _____
Joseph Stefanov, City Manager

Date: _____

Jersey Township

By: _____
Ed Bright, Trustee

Date: _____

By: _____
Dan Wetzel, Trustee

Date: _____

By: _____
Kathie Frost, Trustee

Date: _____

Approved as to Form:

Mitchell Banchevsky,
Law Director

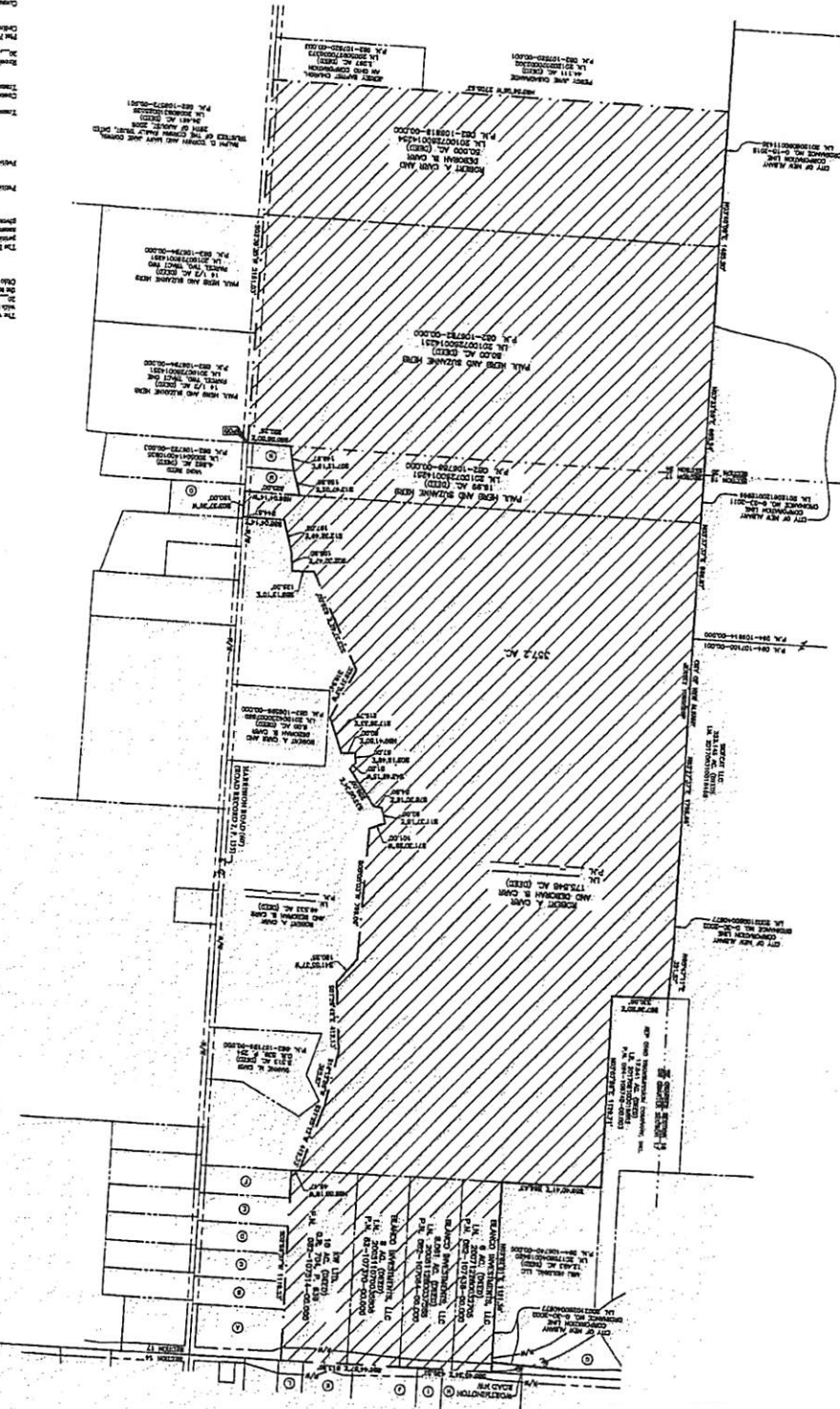
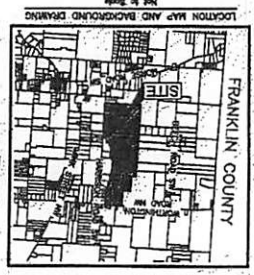
Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBIT A

Depiction of the "Property"

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



EMHT
 Date: September 4, 2018
 Map No: 2018-0714
 Scale: 1" = 300'

REVISIONS

NO.	DATE	DESCRIPTION
1	09/04/18	Initial Map

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

APPROVED FOR THE TOWNSHIP OF JERSEY
 Supervisor: _____

APPROVED FOR THE COUNTY OF LICKING
 Auditor: _____

DRAFT

This document does not create a binding contract. It is a preliminary map and should not be used for legal purposes. The final map will be subject to review and approval by the appropriate authorities.

LEGEND

- Proposed Annexation Area (Shaded)
- Existing City of New Albany
- Existing Township of Jersey
- Existing County of Licking

NOTES

- The area shown on this map is the proposed annexation area. It is not a final map and should not be used for legal purposes.
- The area shown on this map is the proposed annexation area. It is not a final map and should not be used for legal purposes.
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EXHIBIT B

Description of the "Property"

**PROPOSED ANNEXATION
357.2± ACRES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date



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

RESOLUTION R-34-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE FRANKLIN COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF A SECTION OF BABBITT ROAD BETWEEN MORSE AND DUBLIN GRANVILLE ROADS

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

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

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

WHEREAS, the pending annexation of approximately 374+/- acres of land located south of Dublin Granville Road, north of Morse Road, and east of Babbitt Road, causes a section of Babbitt Road to be divided between the City of New Albany and Franklin County along the center line of the roadway.

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

Section 1. The city manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Franklin County Board of Commissioners.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

EXHIBIT A – R-34-2018

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

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

WITNESSETH

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

SECTION 1: AUTHORITY

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

Section 307.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render.

SECTION 2: PURPOSE

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

SECTION 3: RESPONSIBILITY OF NEW ALBANY

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

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

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

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

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

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

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

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

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

SECTION 5: NOTICE OF IMPROVEMENT

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

SECTION 6: TERM

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

SECTION 7: TERMINATION OF AGREEMENT

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

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

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

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

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

{SIGNATURES ON THE FOLLOWING PAGE}

ATTEST:

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

CITY OF NEW ALBANY:

SIGNATURE: _____

NAME: Joseph Stefanov

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

LICKING COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Licking County Prosecutor's Office



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

RESOLUTION R-35-2018

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

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

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

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

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

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

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

Section 1. That the New Albany- Franklin County Tax Incentive Review Council met on August 30, 2018.

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

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

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

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

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director



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

RESOLUTION R-36-2018

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

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

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

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

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

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

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

Section 1. That the New Albany – Licking County Tax Incentive Review Council met on August 31, 2018.

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

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

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

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

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director