



Prepared: 03/23/2018
Introduced: 04/03/2018
Revised:
Adopted:
Effective:

ORDINANCE O-07-2018

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 36.2+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Aaron L. Underhill and David Hodge, agent for petitioners, with the Licking County Development and Planning Department, on January 8, 2018, and

WHEREAS, the foregoing Resolution #93-195 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on January 18, 2018, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

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

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

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

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

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 36.2+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

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

Section 3: City Council of the City of New Albany hereby accepts the annexation of a 36.2+/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

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

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

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

I certify that copies of Ordinance **O-07-2018** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on _____, 2018.

Jennifer Mason, Clerk of Council

Date

**PROPOSED ANNEXATION OF
36.2± ACRES**

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 33 and 34, Quarter Township 2, Township 2, Range 15, United States Military Lands, being all of that 22.622 acre tract conveyed to Faith Life Church, Inc. by deeds of record in Instrument Numbers 199802020003125 and 200708100020872, that 2.0000 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201206070012549, and that 11.625 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201409020016816, (all references refer to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING in the centerline of Beech Road (County Road 88) at the common corner of said Lots 33 and 34, and Lots 31 and 32 of said Quarter Township 2, Township 2, Range 16, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-33-2010, of record in Instrument Number 201011040022449, being the common corner of said 11.625 acre tract and that tract conveyed to John J. Napoli and Deanna J. Boehm-Napoli by deed of record in Official Record 718, Page 620;

Thence North 87° 10' 55" West, with the line common to said Lots 33 and 34, the line common to said 11.625 acre tract and said Napoli tract, a distance of 500.41 feet to a point at a northeasterly corner of said 22.622 acre tract;

Thence South 03° 27' 52" West, with an easterly line of said 22.622 acre tract, the westerly line of said Napoli tract and that tract conveyed to Monroe Township Trustees by deed of record in Instrument Number 201309260024386, a distance of 348.24 feet to a point;

Thence South 87° 10' 55" East, with the line common to said 22.622 acre tract and said Monroe Township Trustees tract, a distance of 500.41 feet to a point in the centerline of said Beech Road, being in said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline, an easterly line of said 22.622 acre tract, and said existing Corporation Line (O-33-2010), a distance of 149.92 feet to a point at the northeasterly corner of that tract conveyed to Charles William Holton and Patricia Ann Holton by deed of record in Instrument Number 199805290019992;

Thence North 86° 57' 43" West, with the line common to said 22.622 acre tract and said Holton tract, a distance of 500.39 feet to a point;

Thence South 03° 27' 52" West, with said common line, a distance of 174.13 feet to a point at the northwesterly corner of said 2.0000 acre tract;

Thence South 86° 57' 43" East, with the line common to said 2.0000 acre tract and said Holton tract, a distance of 500.39 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline and the easterly line of said 2.000 acre tract, partially with said existing Corporation Line (O-33-2010), a distance of 174.13 feet to a point at the northeasterly corner of that tract conveyed to Walter S. Barrett and Carole J. Barrett by deed of record in Instrument Number 200404050011539;

Thence North 86° 57' 43" West, with the line common to said 2.0000 acre tract and said Barrett tract, a distance of 500.39 feet to a point in an easterly line of said 22.622 acre tract;

Thence South 03° 27' 52" West, with the line common to said 22.622 acre tract and said Barrett tract, a distance of 174.13 feet to a point in the northerly line of that tract conveyed to

**PROPOSED ANNEXATION OF
36.2± ACRES**

-2-

PJP Holdings, LLC by deed of record in Instrument Number 201606070011565, being the existing City of New Albany Corporation Line as established by Ordinance Number O-12-2015, of record in Instrument Number 201506090011433;

Thence North 86° 57' 43" West, with the southerly line of said 22.622 acre tract, the northerly line of said PJP Holdings, LLC tract and that tract conveyed to CCL Label, Inc. by deed of record in Instrument Number 201512140026993, with said existing Corporation Line (O-12-2015), a distance of 893.45 feet to a point in the easterly line of that tract conveyed to PNC Bank, Trustee by deed of record in Instrument Number 201202280004116;

Thence North 03° 12' 36" East, with the line common to said 22.622 acre tract and said PNC Bank, Trustee tract, a distance of 1015.15 feet to a point at the southwesterly corner of said 11.625 acre tract;

Thence North 03° 52' 39" East, with the line common to said 11.625 acre tract and said PNC Bank, Trustee tract, a distance of 382.17 feet to a point at the southwesterly corner of that tract conveyed to Richard A. Brinson and Darlene K. Brinson by deed of record in Official Record 940, Page 847;

Thence South 86° 51' 54" East, with the line common to said 11.625 acre tract and said Brinson tract, a distance of 1155.71 feet to a point at the northwesterly corner of that tract conveyed to Matthew D. Shaw and Bethany A. Peifer by deed of record in Instrument Number 200312090058055;

Thence South 03° 21' 06" West, with the line common to said 11.625 acre tract and said Shaw and Peifer tract, a distance of 93.51 feet to a point;

Thence South 86° 51' 54" East, with said common line, a distance of 239.46 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 25' 04" West, with said centerline, the easterly line of said 11.625 acre tract and said existing Corporation Line (O-33-2010), a distance of 280.89 feet to the POINT OF BEGINNING, containing 36.2 acres, more or less.



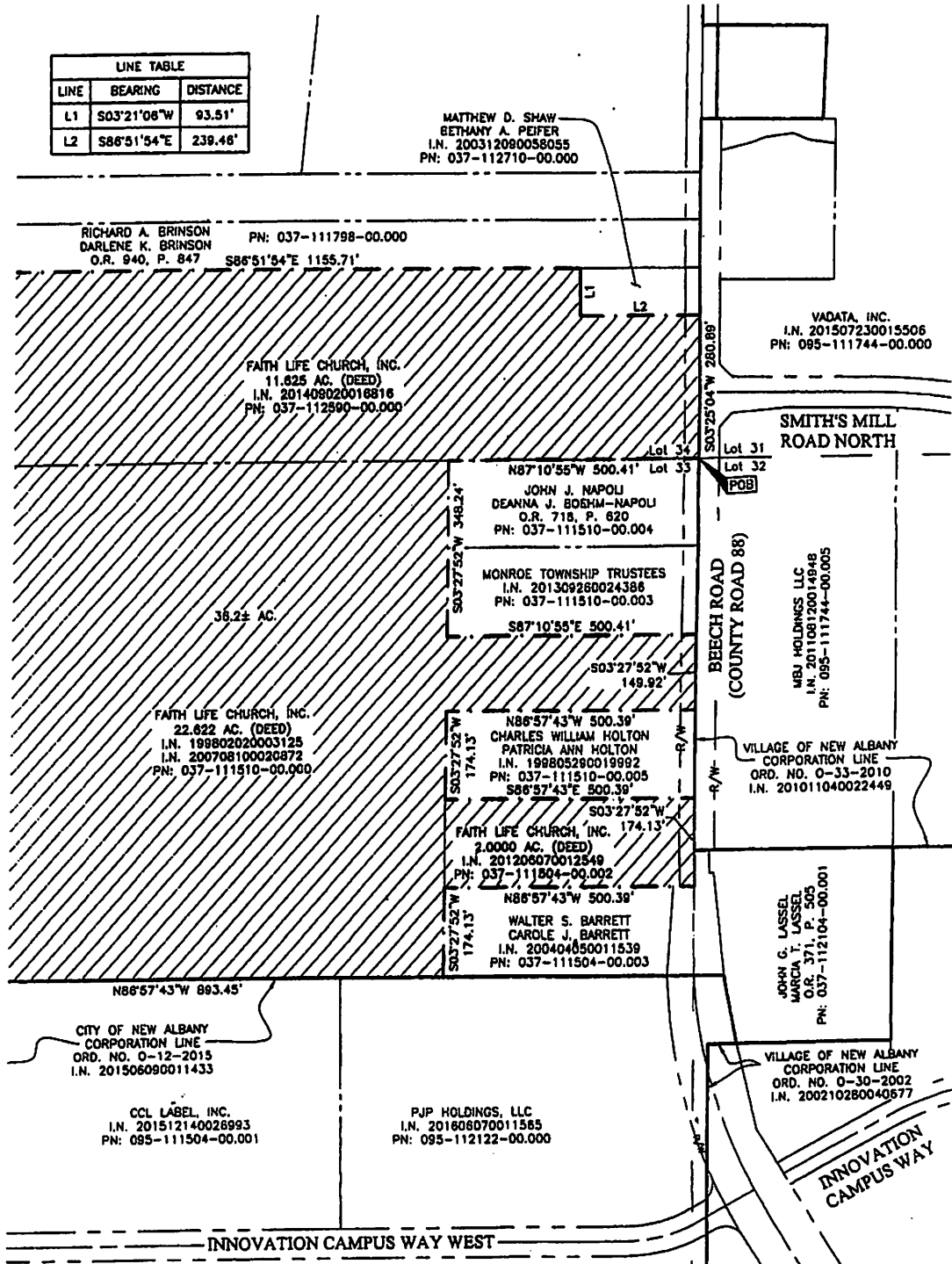
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 9/5/17
Heather L. King
Professional Surveyor No. 8307

HLK
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PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="checked" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>[Signature]</i>
DATE:	9/6/17

**PROPOSED ANNEXATION OF 36.2± ACRES
THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP
LOTS 33 & 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**





Prepared: 04/25/2018
Introduced: 05/15/2018
Revised: 05/24/2018
Revised: 06/21/2018
Adopted:
Effective:

ORDINANCE O-12-2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 170.18 +/- ACRES OF LAND GENERALLY LOCATED TO THE SOUTH OF JUG STREET, EAST OF EVANS ROAD, NORTH OF SMITH'S MILL ROAD AND WEST OF BEECH ROAD FOR AN AREA TO BE KNOWN AS "JUG ROAD AND INNOVATION CAMPUS WAY WEST ZONING DISTRICT" FROM ITS CURRENT ZONING OF "AG" AGRICULTURAL DISTRICT TO "L-GE" LIMITED GENERAL EMPLOYMENT AS REQUESTED BY POWERGRID LLC C/O JACKSON B REYNOLDS, III AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A RIGHT-OF-WAY DEDICATION AGREEMENT WITH POWERGRID LLC

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 PowerGrid LLC c/o Jackson B. Reynolds III, the Rocky Fork-Blacklick Accord and Planning Commission of the City of New Albany have reviewed the proposed ordinance amendment and recommended its approval; and

WHEREAS, the city and Powergrid LLC desire to maintain a cooperative relationship that will foster economic development on the property and surrounding properties; and

WHEREAS, in furtherance of this relationship, the city and Powergrid LLC desire to enter into a Right-Of-Way Dedication Agreement to memorialize the terms of dedicating right-of-way and easements from the owner which will be located through the central portion of the Property and will allow for the future construction of a public street generally extending westward from the current intersection of Beech Road and Innovation Campus Way North; and

WHEREAS, the city engineer has reviewed the proposed right-of-way and determined that this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right of way; and

WHEREAS, the city and Powergrid LLC agree that it is in their mutual interests during the rezoning process to enter into this Agreement to memorialize their understandings with respect to the development of the Property and the dedication of the aforementioned right-of-way and easements.

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

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

A. A 170.18 ± acre area of land general located to the south of Jug Street, east of Evans Road, north of Smith's Mill Road, and west of Beech Road for an area to be known as the "Jug Road and Innovation Campus Way West Zoning District" from its current zoning of "AG" Agricultural District to "L-GE" Limited General Employment;

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

Section 2. Council hereby authorizes the city manager to enter into a Right-Of-Way Dedication Agreement with Powergrid LLC.

Section 3. This Right-Of-Way Dedication Agreement shall cover and be applicable only to the Property which is identified in Exhibit B, 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 as provided in the terms of the agreement.

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

Section 5. Pursuant to Article 6.07(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. Banchevsky
Law Director

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

I certify that copies of Ordinance O-12-2018 were posted for 30 days starting on _____, 2018.

Jennifer H. Mason, Clerk of Council

Date

Exhibit A - O-12-2018

JUG ROAD AND INNOVATION CAMPUS WAY WEST ZONING DISTRICT

LIMITATION (L-GE) TEXT

The Jug Road and Innovation Campus Way West Zoning District (hereinafter the "Zoning District") provides an expansion of the City's Business Park to the west. This text provides zoning standards to facilitate additional development sites south of Evans Road in Franklin County, south of Jug Road and south and north of the extension of Innovation Way West in Franklin and Licking Counties. The property that is the subject of this zoning text consists of 170± acres. 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 Description: 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));
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. The number, locations, and spacing of curbcuts on public rights-of-way 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. Parking and loading spaces shall be provided for each use per Section 1167 of the Codified Ordinances of the City of New Albany.
4. Prior to submitting an application with the city for a plat or private site development, relating to any public streets in this subarea, the developer shall be

required to obtain approval of a traffic study. Right-of-way widths shall generally be consistent with the recommendations within the City of New Albany 2014 Strategic Plan. The developer shall dedicate property to the City as necessary to provide a minimum of 50 feet of right-of-way for Jug Road, and the extension of Innovation Campus Way West, 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. 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. **Jug Road:** There shall be a minimum pavement setback of 50 feet and a minimum of 100' for building setback from the Jug Road right-of-way.
 - b. **Evans Road:** There shall be a minimum pavement and building setback of 25 feet from the right-of-way of Evans Road.
 - c. **Innovation Campus Way West:** There shall be a minimum building and pavement setback of 25 feet from the Innovation Campus Way West right-of-way.
 - d. **New Public Streets:** There shall be a minimum building and pavement setback of 25 feet for any new commercial public street from the right-of-way and there shall be a minimum building and pavement setback of 50 feet for any new semi-rural public street from the right-of-way as identified in the City of New Albany 2014 Strategic Plan.
 - e. **Perimeter Boundaries:** There shall be a minimum pavement setback of 50 feet and a minimum of 100' for building setback from all perimeter boundaries of this Zoning District which are adjacent to property on which residential uses are permitted, except for the south boundary of parcel 222-002151, 222-002153 and 222-002149, where the minimum pavement setback shall be 60 feet and the minimum building setback shall be 125 feet. There shall be a minimum pavement and building setback of 25 feet from all other perimeter boundaries that are not adjacent to a public right-of-way.

- f. **Quasi-Residential Boundaries:** There shall be a minimum pavement and building setback of 50 feet from the boundaries of these areas which abut properties that are characterized with a combination of commercial activities and residential use or a residential use where the residential structure is more than 500 feet from the perimeter boundary. (Specifically from Jug Street South along the eastern perimeter boundary of the Licking County property to the stream crossing.)
- g. **Elimination of Setbacks:** In the event that a parcel located within the Zoning District and an adjacent parcel located outside of this Zoning District (a) come under common ownership or control, (b) are zoned to allow compatible non-residential uses, and (c) are combined into a single parcel, then any minimum building, pavement, or landscaping setbacks set forth in this text shall no longer apply with respect to these parcels.

E. **Architectural Standards:**

- 1. **Building Height:** The maximum building height for structures in this Zoning District shall be 65 feet.
- 2. **Service and Loading Areas:** Service areas and loading docks shall be screened in accordance with City Code.
- 3. **Building Design:**
 - a. Building design 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 design 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.
- 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 building featuring poured concrete exterior walls are prohibited.
- 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 issues 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 text.

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 innovation 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, 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 right-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 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 the public rights-of-way.

- 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 attenuate 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.

- a. **Internal Preservation Zones:**

The Preservation Zones ("mitigation bank") that are located outside of the minimum required perimeter building and pavement setbacks as shown on the Site Plan illustrate the land that has been or is anticipated to be 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 Site 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 of the minimum required perimeter pavement setbacks change in the future as a result of amendments to our replacements of relevant federal and state permits, then the developer shall provide updated legal descriptions and an updated Site Plan to the Director of Development within a reasonable amount of time after such information is available, and the Site Plan then shall be considered to be enforceable as amended.

- b. Stream corridor protection zones should be utilized as a site amenity and provide public access for leisure trail and linear park space.

2. Jug Road:

- a. Landscaping within the pavement setback along Jug Road shall be coordinated and consistent throughout this zoning district. When stormwater management improvements and other similar non-building activities are undertaken in the pavement setback, the landscaping stated in this text shall be required.
- b. A landscape buffer will be located within the pavement setback along Jug 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 reduce 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 for Jug Road. Where screening of parking areas is required along Jug Road, the buffer shall have a minimum height of 3.5 feet and a minimum opacity of 75%.
- c. This buffer should begin at the setback line and may consist of mounding of 3:1 ratio but not to exceed (no steeper than) a 6:1 ratio and when used may be at a minimum of 4 feet in height and to a maximum of 12 feet in height, and have a 5 feet wide crest which slopes gently to the right of way line. Trees a mix of ornamental, deciduous, evergreen and shrubs 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.

3. Innovation Campus Way West:

- a. Landscaping within the pavement setback shall be coordinated and consistent. When stormwater management improvements and other similar non-building activities are undertaken in the pavement setback, the landscaping stated in this text shall be required.
- b. A landscape buffer shall be located within the pavement setback. 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 Innovation Campus Way West Road.
- c. The landscape buffer may consist of mounding. Mounding, when used, shall be a minimum height of 4 feet and a maximum of 12 feet in height and have a 5 feet wide crest which slopes gently to the right of way line. A mixture of ornamental, deciduous and evergreen trees and shrubs 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.

- 4. 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.
- 5. 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 the parking aisles.
- 6. Pedestrian Circulation: 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.

7. **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 1/2) 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. Landscaping requirements may be waived if healthy plant material within the setback area is preserved.
8. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.
9. All project landscape plans are subject to review and approval by the City Landscape Architect.
10. **Screening – Residential Uses:** For those perimeter boundaries which abut residentially zoned properties and Jug Road (if two contiguous properties have an intervening public street right-of-way between them, they shall still be considered to be abutting), a minimum six (6) foot high mound shall be installed along the property line (except along the southern boundary of parcels 222-002151, 222-002153 and 222-002149 where the mound will be a minimum of 8' in height) 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% five years after planting to a total height of 10' 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 mounds installation on his/her property. Prior to submitting a zoning permit which includes a landscape plan without a mound, the applicant will provide documentation from the adjacent property owner that the landscape plan is acceptable to them. 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 desire among the parties is to preserve the existing trees 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.

11. **Screening – Quasi-Residential Uses:** Any healthy, existing trees within the 50 feet setback areas should be preserved then these existing trees shall be utilized as screening and additional landscape materials (i.e., deciduous trees, evergreens or bushes) may be planted along the perimeter boundary to increase the opacity to 75% between properties. The plan for these areas must be reviewed and approved

by the City's Landscape Architect.

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 landscaping 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 new electrical utilities that are installed in this Zoning District shall be located underground.
7. All other lighting on the site shall be in accordance with City Code.
8. Street lighting must meet the City Standards and Specifications.
9. All security lighting shall be a motion sensor type of fixture that will minimize light impacts on surrounding properties.

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: All utilities shall be installed underground.

Exhibit B - O-12-2018

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS RIGHT-OF-WAY DEDICATION AGREEMENT ("Agreement") is made so as to be effective on the last date of signature by a party below (the "Effective Date"), by and between _____, an _____ having its address at _____ ("Owners"), and the **CITY OF NEW ALBANY**, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("City"). Each of the foregoing entities may hereinafter be referred to individually as a "Party" or together as the "Parties."

RECITALS:

WHEREAS, Owners are the owners of certain real properties consisting of 170+/- acres located to the west of the intersection of Beech Road and Smith's Mill Road North in Licking and Franklin Counties, Ohio, which is described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "Properties"); and

WHEREAS, Parties presently farm the Properties and desires to sell the properties for development purposes; and

WHEREAS, the Properties historically have been located in Jersey and Plain Townships and Owners have filed an annexation petition with the Board of Commissioners of Licking County and Franklin County, Ohio seeking to annex the Properties from Plain Township and Jersey Township into the City, and the respective Boards of Commissioners have approved the petition; and

WHEREAS, the New Albany City Council has taken action to accept the annexation of the Properties on June 5, 2018, pursuant to Ordinance Number 0-09-2018 & 0-11-2018 (the "Annexation Acceptance Ordinances"); and

WHEREAS, Owners' Contract Purchaser has filed an application with the City to rezone the Properties from the AG, Agricultural District zoning classification that will apply to the Properties upon the annexation becoming legally effective to an L-GE, Limited General Employment District zoning classification that will provide for Contract Purchasers desired designation, and the New Albany City Council will take action to approve the application on _____, 2018, pursuant to Ordinance Number 0-12-2018 (the "Zoning Ordinance"); and

WHEREAS, City desires to obtain right-of-way from Owners through the northern and southern portion of the Properties that will allow for the future construction of a public street generally extending westward from the current intersection of Beech Road and Innovation Way West, should City elect to construct such public street; and

WHEREAS, Owners are amenable to dedicating such right-of-way to City under the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Dedication of Right-of-Way and Easements. Owners agrees that it shall dedicate right-of-way to City with a width not to exceed 60 feet (the "ROW") which, subject to any permitted realignment as described herein, shall be generally located as shown in the approved Zoning Plan (as such term is defined and/or contemplated in the City's Codified Ordinances) for the Properties. Additionally, in conjunction with the dedication and transfer of the ROW to City, Owners shall grant easements ("Utility Easements") to City within a portion of the Properties extending a maximum distance of sixteen (16) feet from the northern and southern boundaries of the ROW (the "Easement Areas") to allow for the future installation, operation, and maintenance of public and private utility lines therein and to provide for temporary entry thereupon for purposes of constructing, operating, maintaining, repairing, and replacing such improvements as well as the construction of pavement and related improvements for the extension of Innovation Way West to be located within the ROW. Additionally a drainage easement shall be provided along a portion of the southern boundary of the ROW in a location consistent with Exhibit A. Notwithstanding the foregoing, City and Owners may mutually agree to lessen the width of the Utility Easement to be provided to the south of and adjacent to the ROW and increase the width of the Utility Easement to be located to the north of and adjacent to the ROW if relevant public and private utilities can be accommodated in the northern Utility Easement in order to achieve Owners goal of minimizing the encumbrances on the Properties.

The ROW shall be dedicated to City only if New Albany City Council takes action that becomes legally effective on or before 12:01 a.m. Eastern Time on the tenth (10th) anniversary of the Effective Date to approve a final plat for a new public street within the ROW and to create the Utility Easements. Should New Albany City Council timely take such action, then Owners (or its successors in interest to ownership of the ROW, if applicable) shall be required to execute the final plat so that it may be recorded and to effectuate the dedication of the ROW and Utility Easements to City. Should New Albany City Council fail to timely take such action, then this Agreement shall terminate automatically and the Parties shall have no further obligations to one another hereunder.

No later than the date that is fifteen (15) days following the first date when the condition set forth in Section 3 below has been satisfied, Owners shall deliver a fully executed and acknowledged "Memorandum of Agreement" to City, in substantially the same form as provided in Exhibit B attached hereto and incorporated herein by reference, which shall be dated of even date herewith and shall be recorded with the Offices of the Recorder of Licking and Franklin Counties, Ohio (the "Recorders") at City's sole cost and expense in order to provide future purchasers and owners of the portion of the Properties from which the ROW and Utility Easements may be required to be dedicated with notice of the existence of the commitments contained in this Agreement.

Should City desire to alter the location of the ROW and/or Utility Easements before its dedication, Owners agrees that such an alteration shall be permitted under the limited circumstances provided in this paragraph. City may request in writing, prior to New Albany City Council taking action to approve the final plat for subdividing the Properties, that Owners will consent to a relocation of the ROW and/or Utility Easements, which such request Owners may approve or disapprove in writing in its reasonable discretion no later than fifteen (15) days after receiving the request. Owners shall approve of the proposed relocation only if all of the following requirements are met: (a) planned and existing improvements to the Properties as identified in an approved Final Zoning Plan shall continue to have vehicular access to and from the New Public Street, once constructed, in the general locations that are shown in an approved Zoning Plan for the Properties which illustrates the location of the original ROW; (b) the alteration of the locations of the ROW and/or Utility Easements shall not materially and negatively impact the future development and/or use of portions of the Properties located to the north of the relocated ROW and/or Utility Easement; (c) the alteration of the ROW and/or Utility Easements shall not cause Owners to incur any costs relating to repairing or relocating existing improvements on the Properties; and (d) Parties shall not be required to pay any filing fees or costs of updating plans or engineering for the Properties which are related to the City requiring an amended Final Zoning Plan application to be filed, reviewed, and approved by the City as a result of the alteration of the location of the ROW and/or Utility Easements.

City shall be solely responsible for determining when and if the New Public Street and public utilities will be constructed within the ROW and the Utility Easements, respectively. All such improvements shall be constructed, operated, maintained, repaired, and replaced at no cost to Owners or any future owner(s) of the Properties.

2. Use of ROW and Easement Areas Before Dedication. Prior to dedicating the ROW and Utility Easements to City, Owners desires to and shall have the exclusive use of a portion of the ROW and Easement Areas for purposes of vehicular ingress and egress into and out of the Property to and from Beech Road. To this end, prior to the time that such ROW is dedicated to City, Owners shall be permitted to install a private access drive (an “Interim Access Drive”) over the portion of the ROW and Easement Areas that is generally shown in the approved Zoning Plan and which shall be more particularly identified and approved as part of a Zoning Plan. Owners shall be responsible for the construction, maintenance, repair, and replacement of all improvements constituting the Interim Access Drive while it is available for the use of Owners, provided, however, that City shall be responsible for all costs of removing from the Property any portions of the Interim Access Drive that are not incorporated into the New Street.

City shall, at any time while this Agreement is effective and after a final plat is recorded with the Recorder for the New Public Street and Utility Easements, deliver at least forty-five (45) days prior written notice to Owners before commencing construction of the New Public Street. Owners shall be permitted to have the continued exclusive use of the Interim Access Drive until such construction commences. Upon commencement through the completion of construction of the New Public Street, Owners shall not have any rights to use the Interim Access Drive but City

agrees to provide (at its sole cost and expense) a temporary replacement means of vehicular ingress and egress between Beech Road and the Property during the period of construction of the New Street in a location that is in accordance with generally accepted traffic safety standards. . City shall be solely responsible, at its sole cost and expense, for removing or altering the Interim Access Drive in its sole discretion and may, also in its sole discretion, incorporate into the New Public Street any or all of the improvements that constitute the Interim Access Drive, which such improvements shall be deemed to be the property of City.

3. Condition to Obligation to Dedicate ROW. Owners obligation to dedicate the ROW to City is conditioned upon both the Annexation Acceptance Ordinance and the Zoning Ordinance being legally effective.

4. Council Action. The obligations of and agreements by the City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or resolutions by the New Albany City Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement.

5. Miscellaneous.

(a) Intent of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. _____ on _____, 2018, the New Albany City Council authorized the execution of this Agreement.

(b) Cancellation or Termination. This Agreement may be cancelled or otherwise terminated only by mutual written agreement of the Parties hereto or otherwise pursuant to the terms of this Agreement.

(c) Assignment of Agreement. Owners may assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted under this Agreement, without the express written consent of the City. Notwithstanding the foregoing, upon the transfer of ownership of the Properties or any part thereof by Owners to another person or party, the rights and obligations of Owners hereunder automatically shall be deemed to be assigned to the transferee without the need to obtain City's prior consent, and such transferee shall be bound by this Agreement as a result of taking title to the Properties.

(d) Relative Rights. The rights and obligations of the Parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

(e) Entire Agreement. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

(f) Severability. If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

(g) Modifications or Amendment of Agreement. No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

(h) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(i) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving the validity of this Agreement to produce or account for more than one of such counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., pdf or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement.

(j) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates that are indicated below.

CITY OF NEW ALBANY, OHIO,
an Ohio Charter municipality

By: _____

Printed: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Mitchell Banchefsky, Law Director

an _____

By: _____

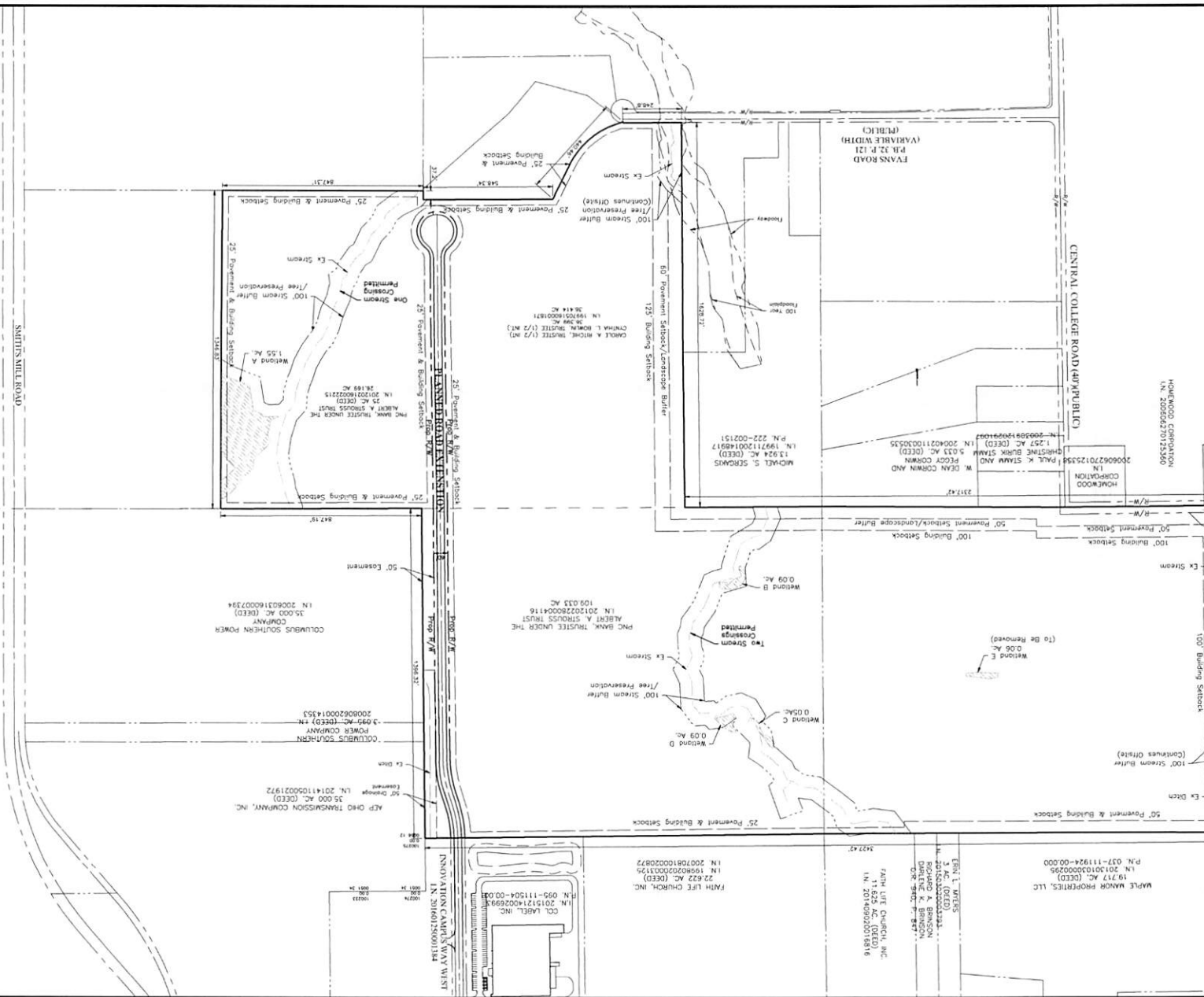
Printed: _____

Title: _____

Date: _____

EXHIBIT A

JOSHUA LEE MCCULLOUGH
LINDSEY ELLEN MCCULLOUGH
I.N. 201407080012501



GRAPHIC SCALE

DATE	MAY 24, 20
SCALE	As Noted
JOB NO.	2017128
SHEET	I/I

E M H T
Eaton, McEwen, Henderson & Thum, Inc.
Engineers • Surveyors • Planners • Scientists
5505 New Albany Road, Columbus, OH 43244
Phone 614/775-4300 Fax 614/775-3448
©1992 E M H T

PLAIN & JERSEY TOWNSHIPS, FRANKLIN & LICKING COUNTIES, OHIO
EXHIBIT
FOR
**170 ACRE COMMERCIAL
DEVELOPMENT**
ZONING EXHIBIT

[illegible][illegible]

EXHIBIT B

Form of Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is effective as of the last date of signature by a party hereto (the "Effective Date"), by and between _____, an _____ having its address at _____ ("Owners"), and the **CITY OF NEW ALBANY**, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("City"). Each of the foregoing entities may hereinafter be referred to individually as a "Party" or together as the "Parties."

Auditor Parcel Nos.: _____

Prior Instrument References: _____

A. Parties are the owners of certain real property that is particularly described and depicted in Exhibit 1 attached hereto (the "Property") .

B. Pursuant to that certain Right-of-Way Dedication Agreement dated as of _____, 2018 (the "Agreement"), which was approved by New Albany City Council in Resolution Number _____, Parties have agreed to dedicate right-of-way for a public street and associated utility easements to City in the future if and when City determines it to be desirable.

C. The Parties are executing and recording this Memorandum so that third parties shall have notice of the existence of the Agreement, and are bound pursuant thereto.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Agreement and the respective rights and obligations of the Parties thereunder are effective for the period time beginning on the Effective Date and ending at 12:01 a.m. Eastern Time on the tenth (10th) anniversary of the Effective Date.

2. This Memorandum is being recorded to give notice of the rights and obligations of the parties in the Agreement and the terms and conditions contained therein. This Memorandum is not intended to modify or alter in any way the terms and conditions of the Agreement. If there is any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

3. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Memorandum is executed under and shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Owners and City have executed this Memorandum as of the dates set forth below.

PARTIES:

an _____

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of Faith Life Church, Inc., an Ohio not-for-profit corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____



Prepared: 05/16/2018
Introduced: 06/05/2018
Revised: 06/08/2018
Adopted:
Effective:

ORDINANCE O-13-2018

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 36.2 +/- ACRES OF LAND LOCATED AT 2487, 2407, AND 2337 BEECH ROAD FOR THE AREA KNOWN AS "FAITH LIFE CHURCH ZONING DISTRICT" FROM ITS CURRENT ZONING OF "AG" AGRICULTURAL DISTRICT TO "I-PUD" INFILL PLANNED UNIT DEVELOPMENT DISTRICT AS REQUESTED BY FAITH LIFE CHURCH C/O AARON L UNDERHILL, ESQ. AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A RIGHT-OF-WAY DEDICATION AGREEMENT WITH FAITH LIFE CHURCH INC

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

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

WHEREAS, the city and Faith Life Church Inc. desire to maintain a cooperative relationship that will foster economic development on the property and surrounding properties; and

WHEREAS, in furtherance of this relationship, the city and Faith Life Church Inc. desire to enter into a Right-Of-Way Dedication Agreement to memorialize the terms of dedicating right-of-way and easements from the church which will be located in the northern portion of the Property and will allow for the future construction of a public street generally extending westward from the current intersection of Beech Road and Smith's Mill Road North; and

WHEREAS, the city engineer has reviewed the proposed right-of-way and determined that this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right of way; and

WHEREAS, the city and Faith Life Church Inc. agree that it is in their mutual interests during the rezoning process to enter into this Agreement to memorialize their understandings with respect to the development of the Property and the dedication of the aforementioned right-of-way and easements.

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 City Council of the City of New Albany hereby amends the Zoning Ordinance Map of the city of New Albany to change the zoning classification of the following described sites:

- A. A 36.2 ± acre area of land located at 2487, 2407, and 2337 Beech Road, for an area known as "Faith Life Church Zoning District" from its current zoning of "AG" Agricultural District to "I-PUD" Infill Planned Unit Development District;
- B. The zoning district's zoning text and site plan is hereby attached and marked Exhibit A.

Section 2. Council hereby authorizes the city manager to enter into a Right-Of-Way Dedication Agreement with Faith Life Church Inc.

Section 3. This Right-Of-Way Dedication Agreement shall cover and be applicable only to the Property which is identified in Exhibit B, 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 as provided in the terms of the agreement.

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(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



Community Development Department

Planning Application

Case # _____
 Board _____
 Mtg. Date _____

Project Information	Site Address <u>2487, 2407 and 2337 Beech Road, New Albany, Ohio 43054</u>																																																											
	Parcel Numbers <u>037-112590-00.000, 037-111510-00.000 and 037-111504-00.002</u>																																																											
	Acres <u>36.2 +/-</u> # of lots created _____																																																											
	<table border="1"> <thead> <tr> <th>Choose Application Type</th> <th colspan="4">Circle all Details that Apply</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Appeal</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Certificate of Appropriateness</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Conditional Use</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Development Plan</td> <td>Preliminary</td> <td>Final</td> <td>Comprehensive</td> <td>Amendment</td> </tr> <tr> <td><input type="checkbox"/> Plat</td> <td>Preliminary</td> <td>Final</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Lot Changes</td> <td>Combination</td> <td>Split</td> <td>Adjustment</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Minor Commercial Subdivision</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Vacation</td> <td>Easement</td> <td></td> <td>Street</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Variance</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Extension Request</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Zoning</td> <td colspan="4"> <div style="border: 1px solid black; padding: 2px;">Amendment (rezoning)</div> Text Modification </td> </tr> </tbody> </table>	Choose Application Type	Circle all Details that Apply				<input type="checkbox"/> Appeal					<input type="checkbox"/> Certificate of Appropriateness					<input type="checkbox"/> Conditional Use					<input type="checkbox"/> Development Plan	Preliminary	Final	Comprehensive	Amendment	<input type="checkbox"/> Plat	Preliminary	Final			<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment		<input type="checkbox"/> Minor Commercial Subdivision					<input type="checkbox"/> Vacation	Easement		Street		<input type="checkbox"/> Variance					<input type="checkbox"/> Extension Request					<input checked="" type="checkbox"/> Zoning	<div style="border: 1px solid black; padding: 2px;">Amendment (rezoning)</div> Text Modification		
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Contacts	Description of Request: <u>To rezone 36.2 +/- acres from AG, Agricultural to I-PUD, Infill</u> <u>Planned Development.</u>																																																											
	Property Owner's Name: <u>Faith Life Church, Inc.</u>																																																											
	Address: <u>P.O. Box 167</u>																																																											
	City, State, Zip: <u>New Albany, Ohio 43054</u>																																																											
Signature	Phone number: _____ Fax: _____ Email: _____																																																											
	Applicant's Name: <u>Faith Life Church, c/o Aaron L. Underhill, Esq.</u>																																																											
	Address: <u>Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260</u>																																																											
	City, State, Zip: <u>New Albany, Ohio 43054</u>																																																											
	Phone number: <u>614.335.9320</u> Fax: <u>614.335.9329</u> Email: <u>aaron@uhlfirm.com</u>																																																											
	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.																																																											
	By: <u>Aaron L. Underhill</u> Signature of Owner <u>Aaron L. Underhill, Esq., Attorney for Owner</u> Date: <u>5/3/18</u> Signature of Applicant <u>Aaron L. Underhill</u> Date: <u>5/3/18</u> <u>Aaron L. Underhill, Esq., Attorney for Applicant</u>																																																											

PROPERTY OWNER:

Faith Life Church, Inc.
P.O. Box 167
New Albany, Ohio 43054

APPLICANT:

Faith Life Church, Inc.
P.O. Box 167
New Albany, Ohio 43054

ATTORNEY:

Aaron L. Underhill
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

SURROUNDING PROPERTY OWNERS:

Richard and Darlene Brinson
2561 Beech Road
New Albany, Ohio 43054

Matthew Shaw and Bethany Peifer
2541 Beech Road NW
New Albany, Ohio 43054

City of New Albany
99 West Main Street
New Albany, Ohio 43054

Vadata, Inc.
P.O. Box 80416
Seattle, Washington 98108

PNC Bank Trustee
P.O. Box 2130
Akron, Ohio 44309

MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054

CCL Label, Inc.
161 Worchester Road, Suite 603
Framingham, MA 01701

PJP Holdings LLC
9005 Smith's Mill Road N
New Albany, Ohio 43054

John and Marcia Lassel
2141 Burnside Road
Pataskala, Ohio 43062

John and Deanna Napoli
2471 Beech Road
New Albany, Ohio 43054

Monroe Township Trustees
9444 Woodhaven Road
Johnstown, Ohio 43031

William Charles and Patricia Ann
Holton
2365 Beech Road NW
New Albany, Ohio 43054

Walter and Carole Barrett
2285 Beech Road
New Albany, Ohio 43054

Maple Manor Properties LLC
14401 Jug Street
New Albany, Ohio 43054

Erin Myers
2579 Beech Road
New Albany, Ohio 43054



Underhill & Hodge LLC
ATTORNEYS & COUNSELORS AT LAW

Aaron L. Underhill
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

P: 614.335.9321
F: 614.335.9329
aaron@uhlfirm.com

May 4, 2018

Mr. Stephen Mayer
Deputy Director of Development
City of New Albany
99 W. Main Street
New Albany, Ohio 43054

**RE: School Impact of Zoning of 36.2 +/- Acres Located at 2487, 2407 and 2337
Beech Road, in New Albany, Ohio, by Faith Life Church, Inc.**

Dear Steve:

Faith Life Church, Inc. owns certain real property (the "Property") located at 2487, 2407 and 2337 Beech Road, New Albany, Ohio 43054. This letter accompanies an application to rezone the Property from AG, Agricultural to I-PUD, Infill Planned Development. The purpose of this letter is to analyze the impact of this zoning on the Johnstown Monroe Local School District.

Rezoning the Property will allow for the expansion of a church use on the Property as opposed to residential development. There is an existing church on the property, and the expansion of this use will not create the possibility of students entering the school district. This application will have no negative impact on the school district.

The applicant is pleased to bring forth this application and looks forward to working with the City. Please let me know if you have any questions.

Sincerely,

Aaron L. Underhill
Attorney for the Applicant

**2487, 2407 AND 2337 BEECH ROAD, NEW ALBANY, OHIO 43054
ZONING DISTRICT**

**Information concerning specific Code requirements for
rezoning submittal by Faith Life Church, Inc.**

Per C.O. 1111.03(g), a statement as to how the proposed zoning amendment will impact adjacent and proximate properties.

Response: The proposed zoning amendment will have little impact on adjacent and proximate properties. This zoning is not altering the uses that are permitted under the current zoning of the property in the township.

Per C.O. 1111.03(i), any deed restrictions, easements, covenants and encumbrances to be imposed to control the use, development and maintenance of the area to be rezoned.

Response: None.

Per C.O. 1159.07(b)(2)(F) The schedule of site development, construction of structures and associated facilities. Such schedule shall include the proposed use or reuse of existing features such as topography, streets, easements and natural areas.

Response: Several existing buildings are found on the property. Expansions of an existing church building and construction of new accessory buildings are expected to be completed within three years of final development plan approval.

Per C.O. 1159.07(b)(2)(J) Verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain a Water Quality Certification Permit from the Ohio Environmental Protection Agency. In the case of an isolated wetland either a general state or individual state isolated wetland permit must be obtained from the Ohio Environmental Protection Agency (Sections 6111.021. - 6111.024 of House Bill 231).

Response: The applicant is in the process of studying the Property with respect to this requirement. At the time that an application for a final development plan is filed with the City of New Albany, the applicant shall provide evidence of the submittal of such an application if it is necessary.

Per C.O. 1159.07(b)(2)(K) Verification that an application, if required, has been submitted to the U.S. Army Corps of Engineers, in compliance with Section 404 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain either a nationwide or individual permit from the U.S. Army Corps of Engineers.

Response: The applicant is in the process of studying the Property with respect to this requirement. At the time that an application for a final development plan is filed with the City of New Albany, the applicant shall provide evidence of the submittal of such an application if it is necessary.

Legal Description

36.2± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 33 and 34, Quarter Township 2, Township 2, Range 15, United States Military Lands, being all of that 22.622 acre tract conveyed to Faith Life Church, Inc. by deeds of record in Instrument Numbers 199802020003125 and 200708100020872, that 2.0000 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201206070012549, and that 11.625 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201409020016816, (all references refer to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING in the centerline of Beech Road (County Road 88) at the common corner of said Lots 33 and 34, and Lots 31 and 32 of said Quarter Township 2, Township 2, Range 16, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-33-2010, of record in Instrument Number 201011040022449, being the common corner of said 11.625 acre tract and that tract conveyed to John J. Napoli and Deanna J. Boehm-Napoli by deed of record in Official Record 718, Page 620;

Thence North 87° 10' 55" West, with the line common to said Lots 33 and 34, the line common to said 11.625 acre tract and said Napoli tract, a distance of 500.41 feet to a point at a northeasterly corner of said 22.622 acre tract;

Thence South 03° 27' 52" West, with an easterly line of said 22.622 acre tract, the westerly line of said Napoli tract and that tract conveyed to Monroe Township Trustees by deed of record in Instrument Number 201309260024386, a distance of 348.24 feet to a point;

Thence South 87° 10' 55" East, with the line common to said 22.622 acre tract and said Monroe Township Trustees tract, a distance of 500.41 feet to a point in the centerline of said Beech Road, being in said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline, an easterly line of said 22.622 acre tract, and said existing Corporation Line (O-33-2010), a distance of 149.92 feet to a point at the northeasterly corner of that tract conveyed to Charles William Holton and Patricia Ann Holton by deed of record in Instrument Number 199805290019992;

Thence North 86° 57' 43" West, with the line common to said 22.622 acre tract and said Holton tract, a distance of 500.39 feet to a point;

Thence South 03° 27' 52" West, with said common line, a distance of 174.13 feet to a point at the northwesterly corner of said 2.0000 acre tract;

Thence South 86° 57' 43" East, with the line common to said 2.0000 acre tract and said Holton tract, a distance of 500.39 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline and the easterly line of said 2.0000 acre tract, partially with said existing Corporation Line (O-33-2010), a distance of 174.13 feet to a point at the northeasterly corner of that tract conveyed to Walter S. Barrett and Carole J. Barrett by deed of record in Instrument Number 200404050011539;

Thence North 86° 57' 43" West, with the line common to said 2.0000 acre tract and said Barrett tract, a distance of 500.39 feet to a point in an easterly line of said 22.622 acre tract;

Thence South 03° 27' 52" West, with the line common to said 22.622 acre tract and said Barrett tract, a distance of 174.13 feet to a point in the northerly line of that tract conveyed to

Legal Description

36.2± ACRES

-2-

PJP Holdings, LLC by deed of record in Instrument Number 201606070011565, being the existing City of New Albany Corporation Line as established by Ordinance Number O-12-2015, of record in Instrument Number 201506090011433;

Thence North 86° 57' 43" West, with the southerly line of said 22.622 acre tract, the northerly line of said PJP Holdings, LLC tract and that tract conveyed to CCL Label, Inc. by deed of record in Instrument Number 201512140026993, with said existing Corporation Line (O-12-2015), a distance of 893.45 feet to a point in the easterly line of that tract conveyed to PNC Bank, Trustee by deed of record in Instrument Number 201202280004116;

Thence North 03° 12' 36" East, with the line common to said 22.622 acre tract and said PNC Bank, Trustee tract, a distance of 1015.15 feet to a point at the southwesterly corner of said 11.625 acre tract;

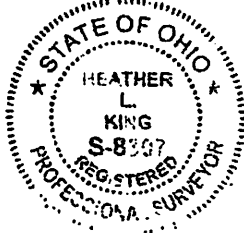
Thence North 03° 52' 39" East, with the line common to said 11.625 acre tract and said PNC Bank, Trustee tract, a distance of 382.17 feet to a point at the southwesterly corner of that tract conveyed to Richard A. Brinson and Darlene K. Brinson by deed of record in Official Record 940, Page 847;

Thence South 86° 51' 54" East, with the line common to said 11.625 acre tract and said Brinson tract, a distance of 1155.71 feet to a point at the northwesterly corner of that tract conveyed to Matthew D. Shaw and Bethany A. Peifer by deed of record in Instrument Number 200312090058055;

Thence South 03° 21' 06" West, with the line common to said 11.625 acre tract and said Shaw and Peifer tract, a distance of 93.51 feet to a point;

Thence South 86° 51' 54" East, with said common line, a distance of 239.46 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 25' 04" West, with said centerline, the easterly line of said 11.625 acre tract and said existing Corporation Line (O-33-2010), a distance of 280.89 feet to the POINT OF BEGINNING, containing 36.2 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

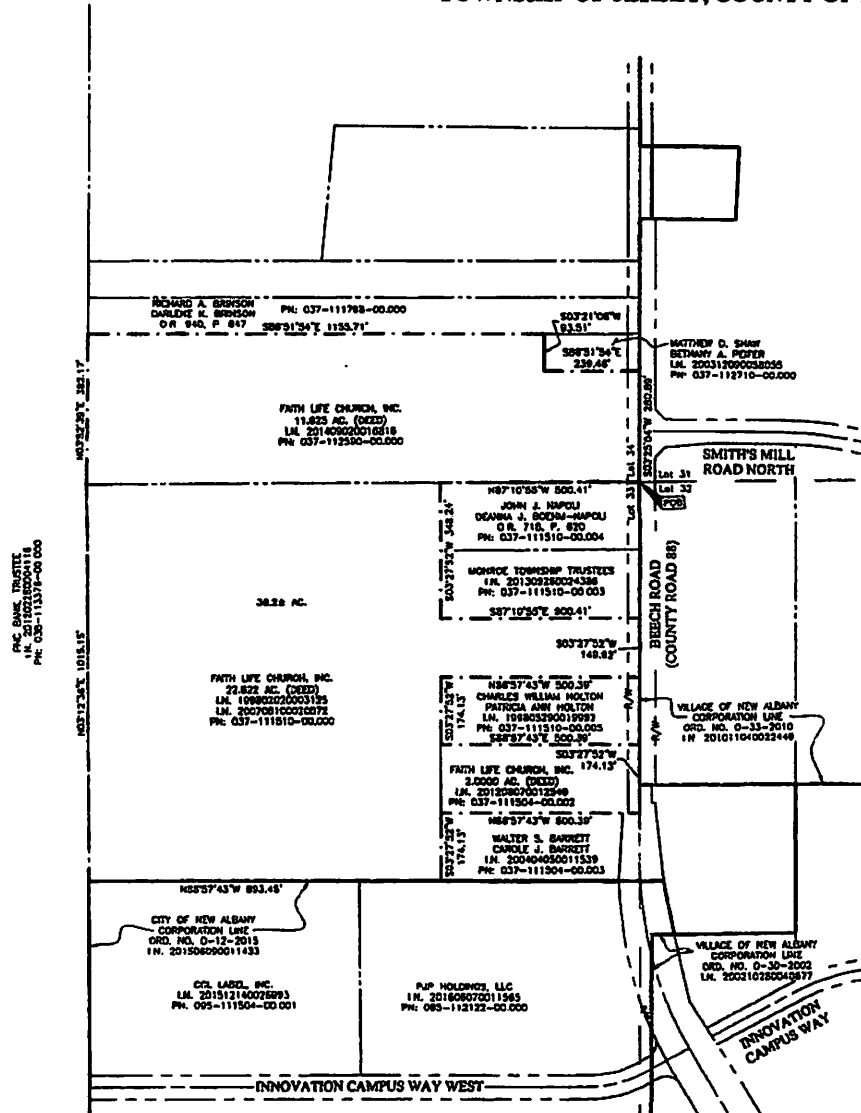
Heather L. King 9/5/17
Heather L. King
Professional Surveyor No. 8307

HLK
36_2 ac 20171017-VS-ANNX-01.docx

PRE-APPROVAL	
LUCKING COUNTY ENGINEER	
APPROVED <input checked="checked" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	<i>[Signature]</i>
DATE:	9/5/17

Zoning Map

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



Proposed Annexation of 34.3 +/- acres to the City of New Albany

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

Agents for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20____
Petition Approved _____, 20____
Commissioner
Commissioner
Commissioner

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

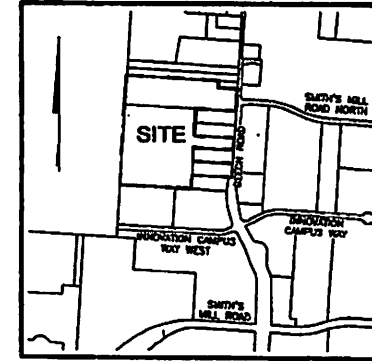
Containing _____ acres.
Transfer Fee _____
Licking County Auditor

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

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

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

Attest _____
Clark, City of New Albany



LOCATION MAP AND BACKGROUND DRAWING
SCALE: 1" = 1000'

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE
EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 7382.6 feet, of which 1427.2 feet is contiguous with the City of New Albany by Ordinance Numbers O-33-2010 and O-12-2015, giving 18.8% perimeter contiguity.

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



By Heather L. King 9/6/17
Heather L. King
Professional Surveyor No. 8307

EMHIT		Date: August 31, 2017
3-Week, MacChesney, MacChesney & Wilson, Inc. Engineers + Surveyors + Planners + Scientists 455 New Albany Road, Columbus, OH 43204 Phone: 614.773.4600 Toll Free: 800.775.5646 www.emhit.com		Scale: 1" = 200'
		Job No: 2017-1017
		Sheet: 1 of 1
REVISIONS		
NO.	DATE	DESCRIPTION





Aaron L. Underhill
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

P: 614.335.9321
F: 614.335.9329
aaron@uhlfirm.com

May 4, 2018

Stephen Mayer
Development Services Manager
99 West Main Street; P.O. Box 188
New Albany, OH 43054-188

RE: Annexation and Zoning of 36.2+/- Acres of Real Property Located at 2337, 2407, and 2487 Beech Road (the "Property"), Owned by Faith Life Church, Inc. ("Church")

Dear Steve:

This letter is intended to provide additional background on the benefits that will be realized upon the annexation of the above-referenced Property to the City of New Albany and the approval of an associated zoning application. Faith Life Church is a dynamic organization which utilizes multiple means to further its core religious mission and improve lives. Plans for expansion of its existing church facility on the Property are being driven by the tremendous success of the institution in furthering these purposes and the resulting growth of its congregation.

While it has been operational for well over 20 years, the community around it has changed dramatically during this period of time. Once located in a rural area with nothing but farms and residences nearby, the church now finds itself in the midst of a thriving business park and to the north of a freeway interchange. To date it has remained in Jersey Township, but the church's growth and expansion plans require access to public utilities. With so many annexations having been accepted by the City for other property in the general vicinity of the Church, it is logical for the Property to be annexed to New Albany.

Maybe surprisingly, the annexation of the Property to New Albany and the associated zoning will provide a significant economic benefit to the City:

- Current payroll is \$2.76 million for 42 FTE employees (61 actual employees). At buildout of the Church's expansion (estimated to be complete within 3 years of approval of a final development plan), the payroll is projected to be \$4.6 million and there will be approximately 100 employees. With New Albany's 2% local income tax rate, this will generate \$92,000+/- per year for the City.
- Construction of expanded and new facilities on the Church's campus is estimated to cost \$20 million. Approximately 35% of this cost will be for construction labor, equating to \$7 million in payroll over a 3-year period. The total local income tax resulting from these construction jobs is estimated to be \$140,000+/-.
- While the Property will be exempt from real estate taxes to a large extent, the Property will not be exempt as it relates to portions of it which are not actively being used for religious purposes. For

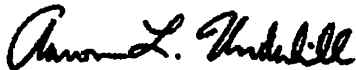
example, according to the Licking County Auditor the Property was taxed last year in the amount of \$26,389. A sizable portion of the Property located to the north of the future east-west public street is anticipated to remain undeveloped for the foreseeable future, meaning that it will likely continue to be subject to real estate taxation (amount unknown at this time).

- Provided that the annexation and zoning of the Property are approved, Church will dedicate right-of-way to the City at no cost for a future public street running east-west through the northern quarter of the Property. The future right-of-way is estimated to be 2 acres in size. With high property values being the norm in this area, this provides a significant cost savings to the City.
- Periodically the Church hosts conferences relating to its mission, which require overnight stays for visitors. Most of these visitors stay at New Albany hotels and frequent restaurants and retail stores in the City. For example, recently an event attracted 600 visitors for three days and arrangements were made with local hotels to accommodate them. This provided a significant amount of bed tax revenue and a large amount of spending

In addition to these financial benefits there are other positives related to annexing the Property to New Albany and subjecting it to the City's zoning process. The City will be able to regulate the buildout of the Church's expansion project and therefore can influence site planning and architecture. The outreach programs that will be available as a result of the Church's expansion will provide opportunities to serve workers in the Health & Beauty Campus, as the Church's financial education ministry exists to serve those who need assistance with their finances. The Church is committed to partnering with the City and local businesses to identify other opportunities for the expanded church facilities to serve the needs of the community and its workers and citizens.

Faith Life Church looks forward to working collaboratively with the City of New Albany to see all of the benefits outlined above become a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron L. Underhill". The signature is fluid and cursive, with the first name "Aaron" and last name "Underhill" clearly distinguishable.

Aaron L. Underhill

FAITH LIFE CHURCH ZONING DISTRICT

INFILL PLANNED DEVELOPMENT (I-PUD) DEVELOPMENT STANDARDS TEXT

June 8, 2018

I. Summary: This I-PUD zoning district consists of 36.2+/- acres located to the west of and adjacent to Beech Road in Licking County, generally between Jug Street on the north and Innovation Campus Way West on the south. The property within this zoning district is being annexed to the City from Jersey Township. The property presently contains a church consisting of 52,000+/- square feet, with associated parking areas and other related improvements. In addition, two homes currently exist near the site's frontage on Beech Road, one in the northern portion of the site and the other in the southern portion. These homes provide temporary living arrangements and life skills training for individuals who are experiencing difficulties unrelated to substance abuse.

The applicant, Faith Life Church, seeks this rezoning in order to memorialize its rights to continue to operate the existing uses and improvements on the site upon its annexation to the City, and to provide for the expansion of the church's facilities and related uses. The currently anticipated expansion will include an additional 154,000+/- square feet of building area for the church itself and will provide for the construction of two additional ancillary structures that will include uses that are in support of the Church's outreach programs.

II. Development Standards: Unless otherwise specified in the submitted drawings or in this written text, the Codified Ordinances of the City of New Albany shall apply to this subarea. Basic development standards are compiled regarding proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the development.

III. Permitted Uses: Permitted uses in this zoning district shall be as follows:

A. Churches and other religious institutions.

B. Temporary residential living facilities made available on a charitable basis to individuals that have suffered from abuse, are having financial problems, or are experiencing some other personal difficulties unrelated to drug and/or alcohol abuse. This use shall only be permitted in the homes noted on the preliminary development plan which have the addresses of 2337 Beech Road and 2487 Beech Road, or similar replacement structures if approved as part of a final development plan. No single structure used for these purposes shall exceed 3,000 square feet in size, and no more than two temporary residential living facility structures shall be permitted in this zoning district. For purposes of this zoning text, a residential living facility shall be "temporary" if individuals generally are permitted to reside there for a continuous period of no more than one (1) calendar year. Temporary or permanent residential living facilities with no affiliation with a church or religious institution operating in this zoning district and any residential uses for which rent is being charged to tenants shall be prohibited. In addition, (i) residential and non-residential drug and/or alcohol treatment facilities and (ii) halfway houses shall not be permitted in this zoning district. For purposes of this text, a

“halfway house” shall be defined as a “residential facility helping former drug addicts, prisoners, psychiatric patients, or others to adjust to life in general society.”

- C. One “provision outreach center”, defined for purposes of this text to mean “a building operated on a charitable basis by a church or other religious facility located within this zoning district, which provides a place where individuals are provided services to enhance their life and/or job skills or where such individuals provide services for others.” The provision outreach center identified in the preliminary development plan is intended to provide computer classes, job training, and a youth auto repair shop servicing no more than three automobiles at a time which will be donated to and/or used by those served by on-site temporary residential living facilities. Garage doors for the youth auto repair shop shall be oriented so that they are not facing Beech Road or to the north. The provision outreach center shall not exceed 16,000 square feet in size.
- D. Accessory uses to the religious exercise facility including, but not necessarily limited to, the following uses, provided that no such individual use shall exceed 5,000 square feet of gross floor area unless approved as a conditional use pursuant to Chapter 1115 of the Codified Ordinances:
 - i. Adult and child day care
 - ii. Preschools
 - iii. Parochial schools serving students in primary or secondary grades
 - iv. Technical and educational classroom facilities
 - vii. Restaurants, coffee shops, and cafes, but only within the primary church structure
- E. The following uses within a structure that is primarily operated as a church or other religious facility:
 - i. Gymnasiums or similar facilities
 - ii. Administrative offices
 - iii. Television, radio, and internet streaming or similar productions, provided, however, that any antennas or communications towers shall not be permitted unless approved in accordance with applicable requirements of the Codified Ordinances
 - iv. Outreach programs
- F. One facilities support building, not to exceed 8,000 square feet in size. The facilities support building is intended to provide storage for equipment, furniture, and other personal property used on-site.
- G. Playgrounds, parks, open space, play fields, and related or similar recreational uses.

IV. Density and Lot Coverage:

- A. Density: The maximum total density for all structures in this zoning district shall be 8,000 square feet per gross acre.
- B. Maximum Lot Coverage: The maximum lot coverage in this zoning district shall be 70%.

V. Setback and Lot Commitments:

A. Beech Road: There shall be a minimum building and pavement setback of 100 feet from the existing edge of the right-of-way of Beech Road. Sidewalks serving structures that exist on the date that this zoning text becomes legally effective may encroach up to 10 feet into the required minimum pavement setback from Beech Road.

B. Perimeter Boundaries: There shall be a minimum pavement setback of 25 feet and a minimum building setback of 50 feet from all perimeter boundaries of this zoning district, except that all improvements that exist on the effective date of this text which encroach into these minimum required setbacks shall be permitted to remain.

C. New Public Street: There shall be a minimum building and pavement setback of 25 feet from the edge of right-of-way for the new public street contemplated in Section VI.A of this text, except that if right-of-way is not dedicated to the City pursuant to the Right-of-Way Dedication Agreement that is described in that same section, then this setback requirement shall no longer be effective.

D. Conformity of Existing Improvements: Structures and pavement which exist on the effective date of this text shall be considered to be legally conforming under this zoning text and the Codified Ordinances and may be repaired and/or replaced in the event of a casualty event such as (but not limited to) storm, fire, or flood damage. New structures not being constructed for the purpose of replacing existing structures that have been damaged or destroyed by a casualty event shall be required to adhere to the minimum setback requirements of this text.

E. Interior Setbacks: There shall be a zero setback requirement for pavement and buildings from property lines that are interior to this zoning district (i.e., those property lines which are not perimeter boundary lines).

F. 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.

V. Architectural Standards: Existing structures within this zoning district on the date this zoning text becomes legally effective shall not be required to be modified to meet the requirements of this Section V. Except as provided in the immediately preceding sentence, architecture for buildings in this zoning district shall be governed by the requirements of the City's Design Guidelines and Requirements for Institutional and Civic Buildings. In addition, the following architectural requirements shall apply to this site:

A. Building Height: The maximum building height for primary structures shall not exceed 50 feet when measured to the top of the roof. Architectural elements such as but not limited to steeples, parapets, and cupolas shall be subject to Section 1165.07 of the Codified Ordinances. The steeple element which is proposed for the expanded portion of the primary structure in this zoning district shall not exceed a maximum height of 80 feet. , Minor architectural elements on the steeple that exceed the height requirement must be reviewed and approved by the city's Architectural Review

Board and Planning Commission as part of a final development plan application review and if the boards determine it to be architecturally appropriate. Accessory structures shall not exceed 35 feet in height, except that architectural features such as parapets, chimneys, and cupolas may exceed this height limitation if architecturally appropriate.

B. Service and Loading Areas: Service areas and loading docks shall be fully screened from the view of public rights-of-way.

C. General Requirements:

1. Building designs shall not mix architectural elements or ornamentation from different styles. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
2. Buildings shall be required to employ a comparable use of materials on all elevations.
3. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent 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/attenuate sound generated by such equipment.
4. Photos of all facades of existing primary, secondary, and accessory structures within this zoning district shall be submitted along with the first final development plan application that is filed in this zoning district in order to provide a record of their architectural character and design. In addition, at the same time the property owner shall submit to the City copies of all building plans for existing buildings to the extent that such plans exist.

D. Primary Building: The following provisions and requirements shall apply to the existing and expanded primary church building in this zoning district:

1. The existing primary church building has the appearance shown in photos that accompany this text. The addition to this building will reflect an architectural style and character that compliments the existing structure and is reflected in elevation drawings and renderings that also accompany this text. The final architectural design of the addition to the existing primary building and of any new accessory buildings shall be reviewed as part of a final development plan. Future changes to existing or new structures shall requiring the review and approval of an amended final development plan.
2. The addition to the existing primary building will use materials that are substantially similar or complimentary to the existing building. The primary building color will be earth tones of light and medium sand and the primary exterior building material shall be split-face concrete masonry units (CMU). Light sand is the main body color of the existing building, with contrasting bands and outlines in darker sand-tone split-face masonry; the proposed addition will repeat this palette and add a deeper earth-tone contrast color for some wall surface. Earth-toned, stone column bases/piers at

the new main and secondary entries will add textural variation and emphasize the entries.

3. The new addition shall repeat existing Exterior Insulation and Finish Systems (EIFS)/stucco finishes in light sand coordinated with the light CMU wall areas, and darker contrasting stucco treatment in keeping with the amber color that emphasizes the current main entry.
 4. The proposed addition will mirror the existing curved tinted glass and clear anodized aluminum framed curtain wall, capped with insulated aluminum wall panels. This is a major feature of the current building, which provides a strong contrast and adds interest against the solid earth-toned masonry and stucco. The new addition will extend this curved curtain wall to the east, terminating at a new Steeple feature element.
 5. The new steeple structure will also incorporate tinted glass and clear anodized aluminum framed curtain wall to match the existing building and new curtain wall, and it will be constructed over a split-face CMU base, to be located at the corner of the new church chapel. The new steeple also will include structural steel and concrete visible through the glass and aluminum framed curtain walls.
 6. Visible structural steel in the steeple feature element and at entries will also stand in strong contrast to the earth tones of masonry and stucco finishes, adding interest to the overall design and tying it to the character of the nearby Beauty Campus.
 6. A new main entry will be further emphasized with a barrel vault roof canopy structure finished in standing seam metal roof panels that travels through the main building to act as a connecting spine extending from this new front east entry to the rear west secondary entry. This canopy/spine element will utilize similar materials and colors mentioned, including split-face CMU, EIFS, metal wall panels, steel columns on stone piers, aluminum framed glazing.
- E. Accessory structures: Primary exterior materials to be permitted on accessory structures (i.e., all structures in this zoning district other than the primary structure) shall include, but not be limited to, brick, brick veneer, stone, stone veneer, wood, fiber cement board, metal board and batten, and/or hardi-plank (or similar composite materials). Vinyl siding shall be prohibited. Prefabricated metal buildings, untreated masonry block structures, and buildings featuring an exterior finished primarily of glass are not permitted. Poured concrete exterior walls are prohibited. Notwithstanding the foregoing, the same or similar exterior materials which are found on the primary church building that exists on the site on the effective date of this text and/or the same or similar exterior façade materials that are approved by the Planning Commission for the expansion of that building as part of a final development plan shall be permitted for new accessory constructed within this zoning district which are located at least 350 feet from the centerline of Beech Road.

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

- A. New Public Street: Subject to the sentence that immediately follows, right-of-way shall be dedicated to the City at a width of 50 feet to provide for a new public street to be constructed by the City extending westward from the current intersection of Beech Road and Smith's Mill Road North through the northern portion of the zoning district, and easements shall be dedicated to the City adjacent to such right-of-way in order to accommodate public and private utilities. The dedication of the right-of-way and easements shall be completed only as required by and through a separate written agreement by and between the property owner and the City which will be considered and approved by City Council in its sole discretion at the same meeting where it considers legislation to approve this rezoning.
- B. Beech Road: A maximum of 50 feet of public right-of-way as measured from the road centerline be dedicated for each parcel located adjacent to Beech Road.
- C. Access: Vehicular access to and from this zoning district shall be provided as follows:
1. Center Access Point: A full movement access point generally extending from Beech Road into the center of the zoning district as generally shown on the preliminary development plan and as approved as part of a final development plan.
 2. Northern Access Point: A second full movement access point generally aligned with the existing intersection of Beech Road and Smith's Mill Road North. A private drive extending into the site from the existing intersection shall be utilized until such time as the City elects to accept the dedication of public right-of-way and utility easements and to construct a public street running east-west through this zoning district in the general location shown in the preliminary development plan and as contemplated in Section VI.1 above. The new public street, if constructed, shall be constructed by the City at no cost to the property owner at a time and with specifications that are solely determined by the City. During the time when the new public street is being constructed, the City shall provide the property owner with temporary alternative vehicular access to and from the zoning district to replace the northern access point to and from Beech Road, with full movements at least during periods when religious services are being held.
 3. From New Public Street: If and when the new east-west public street is constructed, access shall be provided into the zoning district from this street with access into the zoning district from this street to be generally provided at the same or similar locations as provided from the private access drive that is contemplated in the immediately preceding paragraph.
 4. Driveways Serving Residential Structures: Two separate driveways serving existing residential structures near Beech Road shall be permitted, provided that such driveways shall only be allowed to serve such structures.
- D. Parking Spaces: Parking for church and similar uses shall be provided at the minimum rates of 1 space for every 3 seats in the main sanctuary/auditorium, 3 spaces for each classroom, and 1 space for every 250 square feet of office uses. Parking for all other permitted or accessory uses shall be provided in accordance with City Code Chapter 1167.

E. Loading Spaces: A minimum of 2 loading spaces shall be required for the primary building from which church and related accessory uses are operated. Loading spaces for all other uses shall be provided in accordance with City Code Chapter 1167.

F. Pedestrian Crossing: At the time of its filing of a final development plan application, the applicant shall work with the City Engineer to determine if a pedestrian crossing is practicable to provide a connection from the existing bike path on the east side of Beech Road to this zoning district.

VII. Buffering, Landscaping, Open Spaces, and Screening:

A. Existing Landscaping: All landscaping which exist in this zoning district on the effective date of this text shall be deemed to be permitted and legally conforming with this zoning. At such time as any existing landscaping is replaced for any reason, the replacement landscaping shall conform to the requirements of this Section VII.

B. Landscaping Plan: A landscaping plan shall be submitted with a final development plan application for review by the Planning Commission.

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

D. White Horse Fence: A four-board white horse fence shall be installed and maintained along the zoning district's frontages on Beech Road. The fence shall be located one foot from the edge of the Beech Road right-of-way unless otherwise approved by the Planning Commission as part of a final development plan.

E. Street Trees: A street tree row shall be established along the Beech Road right-of-way behind the white horse fence that is contemplated in the immediately preceding provision and shall contain 1 tree for every 30 feet of street 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.

F. Temporary Fences: Snow fences shall be used as temporary barriers during construction around vegetation. All temporary fences must be removed prior to the issuance of a certificate of occupancy.

G. Along New Public Street: Installation of street trees, fencing, and other improvements within the right-of-way or associated easements for the new east-west public street shall be the responsibility of the City at such time as the City constructs that street.

VIII. Lighting:

- A. Existing light poles and fixtures in this zoning district shall be permitted to remain until they are voluntarily replaced or need to be replaced due to a casualty event or the end of their useful life. All new and replacement lighting shall conform to the requirements of this text.
- B. All parking lot and private street lighting shall be cut-off type fixtures and down cast.
- C. All new or replacement parking lot lighting shall be of the same light source type and style.
- D. All light poles shall be black or New Albany Green and constructed of metal. Gooseneck fixtures shall be utilized on light poles. Light poles shall not exceed 20 feet in height.
- E. Uplighting of the church steeple shall be prohibited unless approved as part of a final development plan which demonstrates that such light does not extend to property outside of this zoning district and that the lighting does not exceed a level of brightness than is greater than that which is required in order for the steeple to be seen from Beech Road during nighttime hours, both as determined by the Planning Commission in its sole discretion.
- F. No permanent colored lights or neon lights shall be used on the exterior of any building.
- G. Flood lighting of buildings shall not be permitted.
- H. All other lighting within this zoning district shall be in accordance with the Codified Ordinances. A lighting plan shall be permitted as part of a final development plan application which shall, among other items, detail the level of illumination from lighting within the zoning district and on adjacent properties.

IX. Signage:

- A. Existing Signage: All signs which exist in this zoning district on the effective date of this text shall be deemed to be permitted signs which are legally conforming with this zoning. At such time as any existing sign is replaced for any reason, the replacement sign shall conform to the requirements of this Section IX. An inventory of existing signs within this zoning district shall be filed with the first final development plan application for this zoning district which shall include photos of such signs and a plan illustrating their locations.
- B. Regulation of Signage and Graphics: Unless otherwise set forth herein, the requirement of Chapter 1169 (Display Signs and Outdoor Advertising) shall apply to this zoning district. Final details for all signs shall be submitted with a final development plan application for review by the Planning Commission.
- C. Intent: Proposed signage for this zoning district seeks to provide for clear identification of the use from off-site and on-site and to promote efficient wayfinding. The location of the primary building in this zoning district is set back a considerable distance from Beech Road, the public street from which vehicles will access the site. In addition, a large industrial building sits off-site to the southeast between the primary building and Beech Road, almost entirely obstructing the primary building from the view of Beech Road when driving northward. Once within the zoning district, the property does or will contain

several other buildings and includes a large amount of acreage, causing the need to provide easy identification of uses through signage.

D. Wall Signs: Wall signs shall be permitted on structures other than the primary church building only as approved as part of a final development plan and shall be used only for the purpose of identifying the use of the building to pedestrian and vehicular traffic that is internal to the zoning district. Wall signs shall be permitted on the primary church building as follows (as generally depicted in materials accompanying this text, subject to review at the time of final development plan):

1. On each of the east-facing and west-facing elevations of the building, one wall sign shall be permitted to be installed so that the top of the sign is no higher than 40 feet from grade. This sign shall not exceed 120 square feet in area.
2. On the north-facing elevation of the building, one wall sign shall be permitted to be installed so that the top of the sign is no higher than 40 feet from grade, but only at such time as construction of the new public street commences as contemplated in Section VI.A above. This sign shall not exceed 120 square feet in area.
3. No wall signs shall be permitted on the south-facing elevation of the building.
4. Secondary wall signs on the primary building in this subarea) shall be permitted to identify uses within the building and/or to promote wayfinding. These signs shall be placed where architecturally appropriate (as determined by the Planning Commission as part of its review of a final development plan). The number, sizes, locations, and other specifications for these signs shall be subject to the review of the Planning Commission as part of a final development plan. Such signs shall be of a smaller size and installed at a shorter height than other permitted wall signage.

E. Ground Signs: A ground sign shall be permitted at each of the central and northern vehicular access points into the zoning district along Beech Road. In addition, if the public street that is contemplated in Section VI.A is constructed in the future, a ground sign identifying the religious use within the zoning district shall be permitted at one access point into the site from the street. These signs may be monument signs or dual post signs as defined in Section 1169.17(b) and (c) of the Codified Ordinances.

F. Directional signage: Directional and wayfinding signage shall be permitted within this zoning district as permitted by the Codified Ordinances. The applicant shall provide a plan for designs and locations of such signs for review by the Planning Commission as part of a final development plan application.

X. Miscellaneous:

A. Utilities: All new utility lines including water supply, sanitary water service, electricity, telephone and gas, and their connections or feeder lines shall be placed underground.

B. General Matters:

1. Conditional Uses: Any person owning or having an interest in property may file an application to use such property for one or more of the conditional uses provided for by the New Albany Zoning Code in the zoning district listed in the Permitted Use section of this text. Applications for conditional uses shall follow the procedure and comply with the requirements of Chapter 1115, Conditional Uses, of the Codified Ordinances of the City of New Albany.

2. Appeals and Variances:

i. Appeals:

(A) Taking of Appeals: Appeals to the Board of Zoning Appeals concerning interpretation or administration of the text or the underlying zoning ordinance by the Zoning Officer or any other administrative official may be taken by any person aggrieved, including a tenant, or by a governmental officer, department, board, or bureau. Such appeal shall be taken within twenty days after the date of the decision by filing a notice of appeal specifying the grounds thereof with the officer from whom the appeal is taken and the Board of Zoning Appeals.

(B) Imminent Peril: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Officer certifies to the Board of Zoning Appeals, after notice of appeal shall have been filed with him, that by reason of facts stated in the application of a stay would, in his opinion, cause imminent peril to life or property. In such case, the proceeding shall not be stayed other than by a restraining order which may, on due cause shown, be granted by the Board of Zoning Appeals, after notice to the Zoning Officer or by judicial proceedings.

ii. Nature of Variance: On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of the PUD portion of this text or the Zoning Ordinance unreasonable and, therefore, the procedure for variance from development standards is provided to allow the flexibility necessary to adapt to changed or unusual conditions, both foreseen and unforeseen, under circumstances which do not ordinarily involve a change of the primary use of the land or structure permitted.

iii. Variance Process: The procedures and requirements of Chapter 1113, Variances of the Codified Ordinances of the City of New Albany shall be followed in cases of appeals. The Planning Commission shall hear requests for variances in this zoning district.

EXHIBIT B - O-13-2018

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS RIGHT-OF-WAY DEDICATION AGREEMENT ("Agreement") is made so as to be effective on the last date of signature by a party below (the "Effective Date"), by and between **FAITH LIFE CHURCH, INC.**, an Ohio not-for-profit corporation having its address at 2407 Beech Road, New Albany, Ohio 43054 ("Church"), and the **CITY OF NEW ALBANY**, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("City"). Each of the foregoing entities may hereinafter be referred to individually as a "Party" or together as the "Parties."

RECITALS:

WHEREAS, Church is the owner of certain real property consisting of 36.2+/- acres located to the west of the intersection of Beech Road and Smith's Mill Road North in Licking County, Ohio, which is described and depicted in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Church presently operates an existing religious facility and related accessory uses on the Property and desires to expand said facility, construct other accessory buildings, and expand the uses of the Property to include additional uses that are related to the primary use of the Property as a place of worship; and

WHEREAS, the Property historically has been located in Jersey Township and Church has filed an annexation petition with the Board of Commissioners of Licking County, Ohio seeking to annex the Property from Jersey Township into the City, and the Board of Commissioners have approved the petition; and

WHEREAS, the New Albany City Council has taken action to accept the annexation of the Property on February 28, 2018, 2018, pursuant to Ordinance Number 100-0000000 (the "Annexation Acceptance Ordinance"); and

WHEREAS, Church also has filed an application with the City to rezone the Property from the AG, Agricultural District zoning classification that will apply to the Property upon the annexation becoming legally effective to an I-PUD, Infill Planned Unit Development zoning classification that will provide for Church's desired expansion, and the New Albany City Council has taken action to approve the application on February 28, 2018, 2018, pursuant to Ordinance Number 100-0000000 (the "Zoning Ordinance"); and

WHEREAS, City desires to obtain right-of-way from Church through the northern portion of the Property that will allow for the future construction of a public street generally extending westward from the current intersection of Beech Road and Smith's Mill Road North, should City elect to construct such public street; and

WHEREAS, Church is amenable to dedicating such right-of-way to City under the terms and conditions set forth in this Agreement.

AGREEMENT:

1. **Dedication of Right-of-Way and Easements.** Church agrees that it shall dedicate right-of-way to City with a width not to exceed 50 feet (the "**ROW**") which, subject to any permitted realignment as described herein, shall be generally located as shown in the approved Preliminary Development Plan (as such term is defined and/or contemplated in the City's Codified Ordinances) for the Property and as specifically shown in an approved Final Development Plan (as such term is defined and/or contemplated in the City's Codified Ordinances) for the Property. Additionally, in conjunction with the dedication and transfer of the ROW to City, Church shall grant easements ("**Utility Easements**") to City within a portion of the Property extending a maximum distance of fifteen (15) feet from the northern and southern boundaries of the ROW (the "**Easement Areas**") to allow for the future installation, operation, and maintenance of public and private utility lines therein and to provide for temporary entry thereupon for purposes of constructing, operating, maintaining, repairing, and replacing such improvements as well as the construction of pavement and related improvements for a new public street (the "**New Public Street**") to be located within the ROW. Notwithstanding the foregoing, City and Church may mutually agree to lessen the width of the Utility Easement to be provided to the south of and adjacent to the ROW and increase the width of the Utility Easement to be located to the north of and adjacent to the ROW if relevant public and private utilities can be accommodated in the northern Utility Easement in order to achieve Church's goal of minimizing the encumbrances on the Property to the south of the ROW.

The ROW shall be dedicated to City only if New Albany City Council takes action that becomes legally effective on or before 12:01 a.m. Eastern Time on the tenth (10th) anniversary of the Effective Date to approve a final plat for a new public street within the ROW and to create the Utility Easements. Should New Albany City Council timely take such action, then Church (or its successors in interest to ownership of the ROW, if applicable) shall be required to execute the final plat so that it may be recorded and to effectuate the dedication of the ROW and Utility Easements to City. Should New Albany City Council fail to timely take such action, then this Agreement shall terminate automatically and the Parties shall have no further obligations to one another hereunder.

No later than the date that is fifteen (15) days following the first date when the condition set forth in Section 3 below has been satisfied, Church shall deliver a fully executed and acknowledged "**Memorandum of Agreement**" to City, in substantially the same form as provided in **Exhibit B** attached hereto and incorporated herein by reference, which shall be dated of even date herewith and shall be recorded with the Office of the Recorder of Licking County, Ohio (the "**Recorder**") at City's sole cost and expense in order to provide future purchasers and owners of the portion of the Property from which the ROW and Utility Easements may be required to be dedicated with notice of the existence of the commitments contained in this Agreement.

Should City desire to alter the location of the ROW and/or Utility Easements before its dedication, Church agrees that such an alteration shall be permitted under the limited circumstances provided in this paragraph. City may request in writing, prior to New Albany City Council taking action to approve the final plat referenced in the immediately preceding paragraph, that Church will consent to a relocation of the ROW and/or Utility Easements, which such request Church may approve or disapprove in writing in its reasonable discretion no later than fifteen (15) days after receiving the request. Church shall approve of the proposed relocation only if all of the following requirements are met: (a) the relocated ROW, Utility Easements, and improvements anticipated to be installed therein shall not damage, alter, or cause the need for removal of any existing or planned structures, parking areas, or paved access drives within portions of the Property which are located outside of the original ROW, as detailed on an approved Final Development Plan; (b) any landscaping and fencing that encroach into the altered ROW will be replaced by the City outside of the ROW to the extent practicable and at City's cost and expense; (c) planned and existing improvements to the Property as identified in an approved Final Development Plan shall continue to have vehicular access to and from the New Public Street, once constructed, in the general locations that are shown in an approved Final Development Plan for the Property which illustrates the location of the original ROW; (d) the alteration of the ROW and/or Utility Easements shall not cause Church to incur any costs relating to repairing or relocating existing improvements on the Property; and (e) Church shall not be required to pay any filing fees or costs of updating plans or engineering for the Property which are related to the City requiring an amended Final Development Plan application to be filed, reviewed, and approved by the City as a result of the alteration of the location of the ROW and/or Utility Easements.

City shall be solely responsible for determining when and if the New Public Street and public utilities will be constructed within the ROW and the Utility Easements, respectively. All such improvements shall be constructed, operated, maintained, repaired, and replaced at no cost to Church or any future owner(s) of the Property.

2. Use of ROW and Easement Areas Before Dedication. Prior to dedicating the ROW and Utility Easements to City, Church desires to and shall have the exclusive use of a portion of the ROW and Easement Areas for purposes of vehicular ingress and egress into and out of the Property to and from Beech Road. To this end, prior to the time that such ROW is dedicated to City, Church shall be permitted to install a private access drive (an "Interim Access Drive") over the portion of the ROW and Easement Areas that is generally shown in the approved Preliminary Development Plan and which shall be more particularly identified and approved as part of a Final Development Plan. Church shall be responsible for the construction, maintenance, repair, and replacement of all improvements constituting the Interim Access Drive while it is available for the use of Church, provided, however, that City shall be responsible for all costs of removing from the Property any portions of the Interim Access Drive that are not incorporated into the New Street.

City shall, at any time while this Agreement is effective and after a final plat is recorded with the Recorder for the New Public Street and Utility Easements, deliver at least forty-five (45) days prior written notice to Church before commencing construction of the New Public Street. Church shall be permitted to have the continued exclusive use of the Interim Access Drive until such construction commences. Upon commencement through the completion of construction of the New Public Street, Church shall not have any rights to use the Interim Access Drive but City agrees to provide (at its sole cost and expense) a temporary replacement means of vehicular ingress and egress between Beech Road and the Property during the period of construction of the New Street in a location that is in accordance with generally accepted traffic safety standards. . City shall be solely responsible, at its sole cost and expense, for removing or altering the Interim Access Drive in its sole discretion and may, also in its sole discretion, incorporate into the New Public Street any or all of the improvements that constitute the Interim Access Drive, which such improvements shall be deemed to be the property of City.

3. Condition to Obligation to Dedicate ROW. Church's obligation to dedicate the ROW to City is conditioned upon both the Annexation Acceptance Ordinance and the Zoning Ordinance being legally effective.

4. Council Action. The obligations of and agreements by the City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or resolutions by the New Albany City Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement.

5. Miscellaneous.

(a) Intent of Parties. This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. 2018-001 on February 27, 2018, the New Albany City Council authorized the execution of this Agreement.

(b) Cancellation or Termination. This Agreement may be cancelled or otherwise terminated only by mutual written agreement of the Parties hereto or otherwise pursuant to the terms of this Agreement.

(c) Assignment of Agreement. Church shall not assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted under this Agreement, without the express written consent of the City. Notwithstanding the foregoing, upon the transfer of ownership of the Property or any part thereof by Church to another person or party, the rights and obligations of Church hereunder automatically shall be deemed to be assigned to the transferee without the need to obtain City's prior consent, and such transferee shall be bound by this Agreement as a result of taking title to the Property.

(d) Relative Rights. The rights and obligations of the Parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

(e) Entire Agreement. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

(f) Severability. If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

(g) Modifications or Amendment of Agreement. No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

(h) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(i) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving the validity of this Agreement to produce or account for more than one of such counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., pdf or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement.

(j) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates that are indicated below.

CITY OF NEW ALBANY, OHIO,
an Ohio Charter municipality

By: _____

Printed: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Mitchell Banchevsky, Law Director

FAITH LIFE CHURCH, INC.,
an Ohio not-for-profit corporation

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B

Form of Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is effective as of the last date of signature by a party hereto (the "Effective Date"), by and between **FAITH LIFE CHURCH, INC.**, an Ohio not-for-profit corporation having its address at 2407 Beech Road, New Albany, Ohio 43054 ("Church"), and the **CITY OF NEW ALBANY**, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("City"). Each of the foregoing entities may hereinafter be referred to individually as a "Party" or together as the "Parties."

Auditor Parcel Nos.: _____

Prior Instrument References: _____

A. Church is the owner of certain real property that is particularly described and depicted in Exhibit 1 attached hereto (the "Property").

B. Pursuant to that certain Right-of-Way Dedication Agreement dated as of _____, 2018 (the "Agreement"), which was approved by New Albany City Council in Resolution Number _____, Church has agreed to dedicate right-of-way for a public street and associated utility easements to City in the future if and when City determines it to be desirable.

C. The Parties are executing and recording this Memorandum so that third parties shall have notice of the existence of the Agreement.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Agreement and the respective rights and obligations of the Parties thereunder are effective for the period time beginning on the Effective Date and ending at 12:01 a.m. Eastern Time on the tenth (10th) anniversary of the Effective Date.

2. This Memorandum is being recorded to give notice of the rights and obligations of the parties in the Agreement and the terms and conditions contained therein. This Memorandum is not intended to modify or alter in any way the terms and conditions of the Agreement. If there is any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

3. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Memorandum is executed under and shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Church and City have executed this Memorandum as of the dates set forth below.

CHURCH:

FAITH LIFE CHURCH, INC.,
an Ohio not-for-profit corporation

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of Faith Life Church, Inc., an Ohio not-for-profit corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF OPTION AGREEMENT

DESCRIPTION AND DEPICTION OF PROPERTY

[TO BE INSERTED INTO FINAL FORM OF MEMORANDUM]

EXHIBIT A PAGE 1 OF 3

PROPOSED ANNEXATION OF 36.2± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 33 and 34, Quarter Township 2, Township 2, Range 15, United States Military Lands, being all of that 22.622 acre tract conveyed to Faith Life Church, Inc. by deeds of record in Instrument Numbers 199802020003125 and 200708100020872, that 2.0000 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201206070012549, and that 11.625 acre tract conveyed to Faith Life Church, Inc. by deed of record in Instrument Number 201409020016816, (all references refer to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING in the centerline of Beech Road (County Road 88) at the common corner of said Lots 33 and 34, and Lots 31 and 32 of said Quarter Township 2, Township 2, Range 16, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-33-2010, of record in Instrument Number 201011040022449, being the common corner of said 11.625 acre tract and that tract conveyed to John J. Napoli and Deanna J. Boehm-Napoli by deed of record in Official Record 718, Page 620;

Thence North 87° 10' 55" West, with the line common to said Lots 33 and 34, the line common to said 11.625 acre tract and said Napoli tract, a distance of 500.41 feet to a point at a northeasterly corner of said 22.622 acre tract;

Thence South 03° 27' 52" West, with an easterly line of said 22.622 acre tract, the westerly line of said Napoli tract and that tract conveyed to Monroe Township Trustees by deed of record in Instrument Number 201309260024386, a distance of 348.24 feet to a point;

Thence South 87° 10' 55" East, with the line common to said 22.622 acre tract and said Monroe Township Trustees tract, a distance of 500.41 feet to a point in the centerline of said Beech Road, being in said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline, an easterly line of said 22.622 acre tract, and said existing Corporation Line (O-33-2010), a distance of 149.92 feet to a point at the northeasterly corner of that tract conveyed to Charles William Holton and Patricia Ann Holton by deed of record in Instrument Number 199805290019992;

Thence North 86° 57' 43" West, with the line common to said 22.622 acre tract and said Holton tract, a distance of 500.39 feet to a point;

Thence South 03° 27' 52" West, with said common line, a distance of 174.13 feet to a point at the northwesterly corner of said 2.0000 acre tract;

Thence South 86° 57' 43" East, with the line common to said 2.0000 acre tract and said Holton tract, a distance of 500.39 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 27' 52" West, with said centerline and the easterly line of said 2.000 acre tract, partially with said existing Corporation Line (O-33-2010), a distance of 174.13 feet to a point at the northeasterly corner of that tract conveyed to Walter S. Barrett and Carole J. Barrett by deed of record in Instrument Number 200404050011539;

Thence North 86° 57' 43" West, with the line common to said 2.0000 acre tract and said Barrett tract, a distance of 500.39 feet to a point in an easterly line of said 22.622 acre tract;

Thence South 03° 27' 52" West, with the line common to said 22.622 acre tract and said Barrett tract, a distance of 174.13 feet to a point in the northerly line of that tract conveyed to

Exhibit A PAGE 2 of 3

PROPOSED ANNEXATION OF 36.2± ACRES

-2-

PJP Holdings, LLC by deed of record in Instrument Number 201606070011565, being the existing City of New Albany Corporation Line as established by Ordinance Number O-12-2015, of record in Instrument Number 201506090011433;

Thence North 86° 57' 43" West, with the southerly line of said 22.622 acre tract, the northerly line of said PJP Holdings, LLC tract and that tract conveyed to CCL Label, Inc. by deed of record in Instrument Number 201512140026993, with said existing Corporation Line (O-12-2015), a distance of 893.45 feet to a point in the easterly line of that tract conveyed to PNC Bank, Trustee by deed of record in Instrument Number 201202280004116;

Thence North 03° 12' 36" East, with the line common to said 22.622 acre tract and said PNC Bank, Trustee tract, a distance of 1015.15 feet to a point at the southwesterly corner of said 11.625 acre tract;

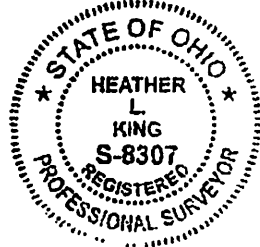
Thence North 03° 52' 39" East, with the line common to said 11.625 acre tract and said PNC Bank, Trustee tract, a distance of 382.17 feet to a point at the southwesterly corner of that tract conveyed to Richard A. Brinson and Darlene K. Brinson by deed of record in Official Record 940, Page 847;

Thence South 86° 51' 54" East, with the line common to said 11.625 acre tract and said Brinson tract, a distance of 1155.71 feet to a point at the northwesterly corner of that tract conveyed to Matthew D. Shaw and Bethany A. Peifer by deed of record in Instrument Number 200312090058055;

Thence South 03° 21' 06" West, with the line common to said 11.625 acre tract and said Shaw and Peifer tract, a distance of 93.51 feet to a point;

Thence South 86° 51' 54" East, with said common line, a distance of 239.46 feet to a point in the centerline of said Beech Road, said existing Corporation Line (O-33-2010);

Thence South 03° 25' 04" West, with said centerline, the easterly line of said 11.625 acre tract and said existing Corporation Line (O-33-2010), a distance of 280.89 feet to the POINT OF BEGINNING, containing 36.2 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 9/5/17
Heather L. King
Professional Surveyor No. 8307

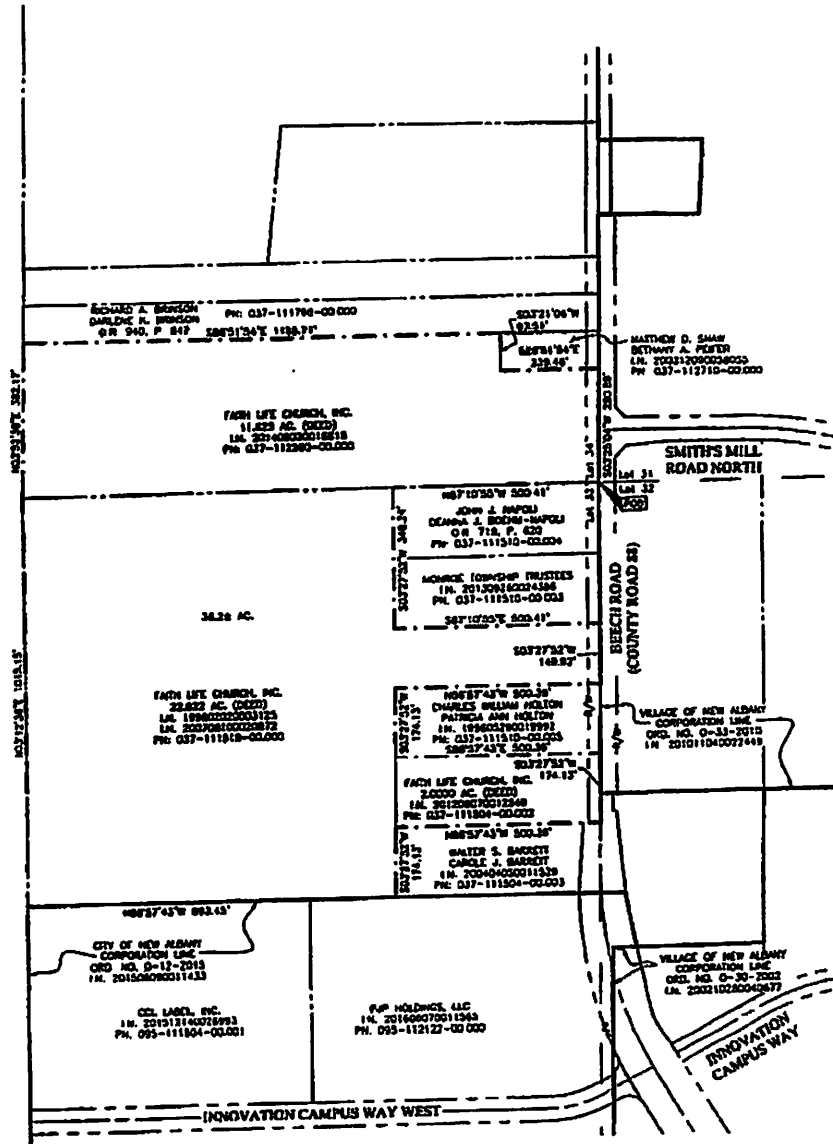
HLK
36_2 ac 20171017-VS-ANNX-01.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="checked" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>[Signature]</i>
DATE:	9/4/17

PROPOSED ANNEXATION OF 36.2± ACRES TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP LOTS 33 & 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY LANDS TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

EXHIBIT A PAGE 3 of 3

ONE BANK, TWENTY
ONE BANK, TWENTY
ONE BANK, TWENTY
ONE BANK, TWENTY



Proposed Association
of 36.2 ± acres in the City of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20____

Commissioner

Petition Approved _____, 20____

Commissioner

Commissioner

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

Containing _____ acres.

Transfer Fee _____

Licking County Auditor

Received for Record _____, 20____, at _____ (AM-PM) and recorded

Page _____, 20____, in plat conference, petition, etc. in Plat Book Volume _____

Plat Fee _____

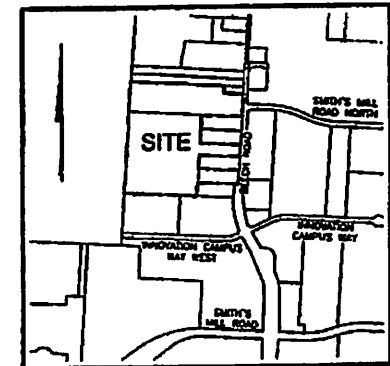
Ordinance, etc. Fee _____

Licking County Recorder

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

Attest _____

Clerk, City of New Albany



LOCATION MAP AND BACKGROUND DRAWING
SCALE: 1" = 1000'

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 7582.6 feet, of which 1437.2 feet is contiguous with the City of New Albany by Ordinance Numbers O-31-2013 and O-12-2013, giving 18.8% perimeter contiguity.

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



Heather L. King 9/6/17
Heather L. King
Professional Surveyor No. 8307

EMHIT		Date: August 31, 2017
Survey, Mapping, Construction & More, Inc.		Scale: 1" = 200'
1500 New Albany Road, Columbus, OH 43260		Job No. 2017-1017
Phone: 614.771.4000 Fax: 614.771.4001		Sheet: 1 of 1
www.emhit.com		
REVISIONS		
NO.	DATE	DESCRIPTION





Prepared: 06/21/2018
Introduced: 07/03/2018
Revised:
Adopted:
Effective:

ORDINANCE O-15-2018

AN ORDINANCE TO ADOPT A TAX BUDGET FOR THE CITY OF NEW ALBANY, OHIO FOR FISCAL YEAR 2019

WHEREAS, the City of New Albany is required under Ohio Revised Code (ORC) 5705.30 to prepare and submit a tax budget for fiscal year 2019 to the County Budget Commission on or before July 20, 2018; and

WHEREAS, a tentative budget for the City of New Albany, for the fiscal year 2019 has been presented to Council at a hearing held thereon as required by law.

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 tax budget for the City of New Albany, Ohio for the Year 2019 is hereby adopted, a copy of which is attached as Schedule A and is incorporated into this Ordinance as if fully rewritten herein.

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

Section 3: Pursuant to the Article VI, § 6.07(a) of the charter of the City of New Albany, this ordinance shall take effect upon passage.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

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

I certify that copies of Ordinance O-14-2018 were posted in accordance with Section 6.03(c) of New Albany City Charter starting on _____, 2018.

Jennifer H. Mason, Clerk of Council

Date

CITY OF NEW ALBANY
FRANKLIN COUNTY, OHIO
99 W. MAIN STREET, PO BOX 188
NEW ALBANY, OHIO 43054

SCHEDULE A

FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL
RESULT IN LOSS OF LOCAL GOVERNMENT FUND

To the Franklin County Auditor:

The following Budget year beginning January 1, 2019 has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Bethany Staats, CPA, Director of Finance
June 20, 2018

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES.					
For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND CATEGORY/TYPE <small>(which are requesting general property tax revenue)</small>	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	Column 1	Column 2	Column 3	Column 4	Column 5
<u>GOVERNMENTAL FUNDS</u>					
General Fund	\$22,578,341				
Unclaimed Funds	0				
<u>SPECIAL REVENUE FUNDS</u>					
Wentworth Crossing TIF	\$338,608				
Hawksmoor TIF Fund	248,983				
The Enclave TIF Fund	69,818				
Saunton TIF Fund	135,072				
Richmond Square TIF	147,057				
Tidewater TIF Fund	378,346				
Ealy Crossing TIF	348,213				
Upper Clarenton TIF	555,980				
Balfour Green TIF	26,733				
Straits Farm TIF Fund	315,316				
Blacklick TIF Fund	1,302,816				
Blacklick II TIF Fund	35,919				
Village Center TIF Fund	912,401				
Research Tech District TIF	313,121				
Oak Grove II TIF	436,741				
Windsor TIF Fund	3,048,734				
Village Center II TIF	37,448				
<u>PROPRIETARY FUNDS</u>					
No Proprietary Funds	\$0				

EXHIBIT A

Exhibit A - O-15-2018

SCHEDULE B

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Levy
		(carry to Schedule A, column 3)

No Levies

TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION

No Levies

TOTAL SPECIAL LEVIES OUTSIDE 10 MILL LIMITATION

6/26/2018
12:25 PM

FUND NAME: GENERAL FUND (101)

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 1,027,666	\$ 1,025,024	\$ 1,230,462	\$ 1,230,462
Tangible Personal Property Tax	-	-	-	-
Property Tax Rollback	118,880	116,808	187,094	187,094
Municipal Income Tax	15,747,213	17,067,784	17,918,560	18,097,745
Other Local Taxes	258,630	328,232	260,794	263,402
Total Local Taxes	\$ 17,152,390	\$ 18,537,849	\$ 19,596,910	\$ 19,778,703
Intergovernmental Revenues				
State Shared Taxes and Permits:				
Local Government	\$ 109,456	\$ 90,159	\$ 86,950	\$ 87,819
Estate Tax	-	1,093	-	-
Cigarette Tax	75	75	-	-
License Tax	-	-	-	-
Liquor and Beer Permits	13,682	14,992	6,532	6,597
Gasoline Tax	-	-	-	-
Library and Local Government Support Fd	-	-	-	-
Other State Shared Taxes and Permits	-	-	-	-
Total State Shared Taxes and Permits	\$ 123,214	\$ 106,318	\$ 93,482	\$ 94,417
Grants or Other Aid:				
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	3,520	-	-	-
Other Grants or Aid	-	-	-	-
Total Grants or Other Aid	3,520	-	-	-
Total Intergovernmental Revenues	\$ 126,734	\$ 106,318	\$ 93,482	\$ 94,417
Special Assessments	\$ -	\$ -	\$ -	\$ -
Service Charges, Permits & Misc Revenues				
Charges for Services	\$ 313,551	\$ 392,819	\$ 343,716	\$ 347,153
Fines, Licenses, and Permits	548,812	733,040	741,340	748,754
Miscellaneous	367,324	510,742	568,381	574,065
Total Svc Charges, Permits & Misc Revenues	\$ 1,229,687	\$ 1,636,601	\$ 1,653,437	\$ 1,669,971
Other Financing Sources:				
Proceeds from Sale of Assets	\$ 63,104	\$ 10,530	\$ 25,000	\$ 25,250
Transfers	-	-	-	-
Advances	85,000	-	1,000,000	1,010,000
Other Sources	-	-	-	-
Total Other Financing Sources	\$ 148,104	\$ 10,530	\$ 1,025,000	\$ 1,035,250
TOTAL REVENUE	\$ 18,656,915	\$ 20,291,298	\$ 22,368,828	\$ 22,578,341

FUND NAME: GENERAL FUND (101)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
EXPENDITURES				
<u>Police (1000)</u>				
Salary & Related	\$ 3,227,006	\$ 3,508,361	\$ 4,438,724	\$ 4,594,079
Operating & Contractual Services	179,973	177,209	213,658	221,136
Capital Outlay	-	-	-	-
Total Police	\$ 3,406,979	\$ 3,685,570	\$ 4,652,382	\$ 4,815,215
<u>Land & Building Maintenance (6000)</u>				
Salary & Related	\$ -	\$ -	\$ -	\$ -
Operating & Contractual Services	803,493	812,608	1,206,317	1,248,538
Capital Outlay	68,012	29,306	95,664	99,012
Total Parks & Lands	\$ 871,505	\$ 841,914	\$ 1,301,981	\$ 1,347,550
<u>Community Development (4000)</u>				
Salary & Related	\$ 1,290,299	\$ 1,247,414	\$ 1,358,426	\$ 1,405,971
Operating & Contractual Services	1,049,888	1,076,870	1,783,254	1,845,668
Capital Outlay	-	-	-	-
Total Community Development	\$ 2,340,187	\$ 2,324,283	\$ 3,141,680	\$ 3,251,638
<u>Public Service (5000)</u>				
Salary & Related	\$ 2,136,880	\$ 2,232,983	\$ 2,743,213	\$ 2,839,225
Operating & Contractual Services	532,128	423,524	663,244	686,458
Capital Outlay	32,000	14,191	-	-
Total Public Service	\$ 2,701,009	\$ 2,670,698	\$ 3,406,457	\$ 3,525,683
<u>General Government (7000)</u>				
Salary & Related	\$ 1,718,031	\$ 1,692,462	\$ 2,223,987	\$ 2,301,827
Operating & Contractual Services	1,677,428	1,896,030	2,719,980	2,815,179
Capital Outlay	21,467	20,138	84,914	87,886
Total General Government	\$ 3,416,925	\$ 3,608,630	\$ 5,028,881	\$ 5,204,892
<u>Debt Service from General Fund (8000)</u>				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Other Debt Service	-	-	-	-
Total Debt Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds (9000)</u>				
Transfers (to all funds; including Capital)	\$ 6,813,156	\$ 2,524,125	\$ 11,488,977	\$ 4,608,077
Advances	-	-	-	-
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	\$ 6,813,156	\$ 2,524,125	\$ 11,488,977	\$ 4,608,077
TOTAL EXPENDITURES	\$ 19,549,761	\$ 15,655,220	\$ 29,020,358	\$ 22,753,056
Revenues Over (Under) Expenditures	\$ (892,847)	\$ 4,636,078	\$ (6,651,529)	\$ (174,715)
Beginning Fund Balance	\$ 14,192,656	\$ 13,299,809	\$ 17,935,888	\$ 11,284,359
Ending Fund Balance	\$ 13,299,809	\$ 17,935,888	\$ 11,284,359	\$ 11,109,644
Est/Actual Encumbrances (at end of year)	\$ 993,811	\$ 1,232,673	\$ 1,257,326	\$ 1,282,473
Est/Actual Unencumbered (at end of year)	\$ 12,305,998	\$ 16,703,215	\$ 10,027,032	\$ 9,827,171

FUND NAME: WENTWORTH CROSSING TIF FUND (230)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 113,717	\$ 216,991	\$ 302,535	\$ 302,535
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	17,286	28,695	36,073	36,073
Total Local Taxes	\$ 131,003	\$ 245,686	\$ 338,608	\$ 338,608
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 1,625	\$ 3,401	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 132,629	\$ 249,087	\$ 338,608	\$ 338,608
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 1,751	\$ 27,560	\$ 47,719	\$ 47,719
Operating & Contractual Services	26,504	45,255	50,000	50,000
Total General Government	\$ 28,255	\$ 72,815	\$ 97,719	\$ 97,719
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ 93,451	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ 93,451	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ 100,500	\$ 100,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 28,255	\$ 166,266	\$ 198,219	\$ 197,719
Revenues Over (Under) Expenditures	\$ 104,374	\$ 82,822	\$ 140,388	\$ 140,888
Beginning Fund Balance	\$ 102,601	\$ 206,975	\$ 289,796	\$ 430,185
Ending Fund Balance	\$ 206,975	\$ 289,796	\$ 430,185	\$ 571,073
Est/Actual Encumbrances (at end of year)	\$ 93,451	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 113,524	\$ 289,796	\$ 430,185	\$ 571,073

CITY OF NEW ALBANY, OHIO

EXHIBIT IIFUND NAME: HAWKSMOOR TIF FUND (231)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue except
for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 120,482	\$ 117,285	\$ 230,133	\$ 230,133
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	18,223	15,538	18,849	18,849
Total Local Taxes	\$ 138,705	\$ 132,822	\$ 248,983	\$ 248,983
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 1,557	\$ 2,958	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 140,261	\$ 135,780	\$ 248,983	\$ 248,983
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 1,847	\$ 19,764	\$ 37,324	\$ 37,324
Operating & Contractual Services	28,082	24,719	30,000	30,000
Total General Government	\$ 29,929	\$ 44,483	\$ 67,324	\$ 67,324
<u>Parks & Lands</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	44,125	54,792	54,792
Total Public Service	\$ -	\$ 44,125	\$ 54,792	\$ 54,792
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ 16,201	\$ 106,201
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 29,929	\$ 88,608	\$ 138,317	\$ 228,317
Revenues Over (Under) Expenditures	\$ 110,332	\$ 47,172	\$ 110,666	\$ 20,666
Beginning Fund Balance	\$ 90,671	\$ 201,003	\$ 248,176	\$ 358,842
Ending Fund Balance	\$ 201,003	\$ 248,176	\$ 358,842	\$ 379,507
Est/Actual Encumbrances (at end of year)	\$ 98,917	\$ 54,792	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 102,086	\$ 193,384	\$ 358,842	\$ 379,507

FUND NAME: THE ENCLAVE TIF FUND (232)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 41,445	\$ 50,385	\$ 62,987	\$ 62,987
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	6,888	6,378	6,831	6,831
Total Local Taxes	\$ 48,333	\$ 56,763	\$ 69,818	\$ 69,818
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 476	\$ 1,106	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 48,809	\$ 57,869	\$ 69,818	\$ 69,818
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 730	\$ 8,928	\$ 10,088	\$ 10,088
Operating & Contractual Services	9,638	10,486	10,500	10,500
Total General Government	\$ 10,368	\$ 19,414	\$ 20,588	\$ 20,588
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 25,000	\$ 25,875
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ 25,000	\$ 25,875
<u>Other Uses of Funds</u>				
Transfers	\$ 28,381	\$ -	\$ -	\$ 50,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 38,749	\$ 19,414	\$ 45,588	\$ 96,463
Revenues Over (Under) Expenditures	\$ 10,060	\$ 38,455	\$ 24,230	\$ (26,645)
Beginning Fund Balance	\$ 50,694	\$ 60,754	\$ 99,208	\$ 123,438
Ending Fund Balance	\$ 60,754	\$ 99,208	\$ 123,438	\$ 96,793
Est/Actual Encumbrances (at end of year)	\$ 25,000	\$ 25,000	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 35,754	\$ 74,208	\$ 123,438	\$ 96,793

FUND NAME: SAUNTON TIF FUND (233)

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

This Exhibit to be used for any fund receiving property tax revenue except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 88,943	\$ 104,750	\$ 119,640	\$ 119,640
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	14,241	14,318	15,433	15,433
Total Local Taxes	\$ 103,184	\$ 119,068	\$ 135,072	\$ 135,072
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 1,897	\$ 3,604	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 105,081	\$ 122,672	\$ 135,072	\$ 135,072
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 1,546	\$ 17,944	\$ 18,999	\$ 18,999
Operating & Contractual Services	20,688	22,177	23,000	23,000
Total General Government	\$ 22,234	\$ 40,120	\$ 41,999	\$ 41,999
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 119,312	\$ 123,488
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ 119,312	\$ 123,488
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ 50,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 22,234	\$ 40,120	\$ 161,311	\$ 215,487
Revenues Over (Under) Expenditures	\$ 82,847	\$ 82,552	\$ (26,239)	\$ (80,415)
Beginning Fund Balance	\$ 145,716	\$ 228,563	\$ 311,116	\$ 284,877
Ending Fund Balance	\$ 228,563	\$ 311,116	\$ 284,877	\$ 204,462
Est/Actual Encumbrances (at end of year)	\$ 119,312	\$ 119,312	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 109,251	\$ 191,804	\$ 284,877	\$ 204,462

FUND NAME: RICHMOND SQUARE TIF FUND (234)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 38,311	\$ 84,036	\$ 132,948	\$ 132,948
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	6,066	10,074	14,108	14,108
Total Local Taxes	\$ 44,377	\$ 94,109	\$ 147,057	\$ 147,057
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 903	\$ 1,893	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 45,280	\$ 96,002	\$ 147,057	\$ 147,057
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 691	\$ 12,898	\$ 20,796	\$ 20,796
Operating & Contractual Services	8,905	17,420	18,000	18,000
Total General Government	\$ 9,596	\$ 30,318	\$ 38,796	\$ 38,796
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 67,566	\$ 67,566
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ 67,566	\$ 67,566
<u>Other Uses of Funds</u>				
Transfers	\$ 16,900	\$ -	\$ -	\$ 125,281
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 26,496	\$ 30,318	\$ 106,361	\$ 231,643
Revenues Over (Under) Expenditures	\$ 18,784	\$ 65,684	\$ 40,695	\$ (84,586)
Beginning Fund Balance	\$ 86,361	\$ 105,145	\$ 170,829	\$ 211,524
Ending Fund Balance	\$ 105,145	\$ 170,829	\$ 211,524	\$ 126,938
Est/Actual Encumbrances (at end of year)	\$ 75,000	\$ 75,000	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 30,145	\$ 95,829	\$ 211,524	\$ 126,938

FUND NAME: TIDEWATER TIF FUND (235)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue except
for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 196,702	\$ 309,005	\$ 338,108	\$ 338,108
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	32,142	41,307	40,239	40,239
Total Local Taxes	\$ 228,844	\$ 350,312	\$ 378,346	\$ 378,346
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 3,054	\$ 6,233	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 231,897	\$ 356,545	\$ 378,346	\$ 378,346
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 3,568	\$ 53,469	\$ 54,467	\$ 54,467
Operating & Contractual Services	45,717	66,301	70,000	70,000
Total General Government	\$ 49,285	\$ 119,770	\$ 124,467	\$ 124,467
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 246,782	\$ 255,419
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ 246,782	\$ 255,419
<u>Other Uses of Funds</u>				
Transfers	\$ 46,037	\$ 50,000	\$ -	\$ 100,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 95,322	\$ 169,770	\$ 371,249	\$ 479,887
Revenues Over (Under) Expenditures	\$ 136,575	\$ 186,775	\$ 7,097	\$ (101,540)
Beginning Fund Balance	\$ 250,498	\$ 387,073	\$ 573,849	\$ 580,946
Ending Fund Balance	\$ 387,073	\$ 573,849	\$ 580,946	\$ 479,406
Est/Actual Encumbrances (at end of year)	\$ 246,782	\$ 246,782	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 140,291	\$ 327,067	\$ 580,946	\$ 479,406

CITY OF NEW ALBANY, OHIO

EXHIBIT IIFUND NAME: EALY CROSSING TIF FUND (236)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

This Exhibit to be used for any fund receiving property tax revenue except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 140,543	\$ 206,816	\$ 318,626	\$ 318,626
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	20,926	26,333	29,588	29,588
Total Local Taxes	\$ 161,469	\$ 233,150	\$ 348,213	\$ 348,213
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 2,918	\$ 5,867	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 164,387	\$ 239,017	\$ 348,213	\$ 348,213
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 3,010	\$ 32,389	\$ 51,083	\$ 51,083
Operating & Contractual Services	32,556	43,195	44,000	44,000
Total General Government	\$ 35,566	\$ 75,584	\$ 95,083	\$ 95,083
<u>Community Development</u>				
Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Community Development	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 192,444	\$ 199,180
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ 192,444	\$ 199,180
<u>Other Uses of Funds</u>				
Transfers	\$ 4,900	\$ -	\$ -	\$ 100,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 40,466	\$ 75,584	\$ 287,527	\$ 394,263
Revenues Over (Under) Expenditures	\$ 123,921	\$ 163,433	\$ 60,686	\$ (46,050)
Beginning Fund Balance	\$ 227,149	\$ 351,070	\$ 514,503	\$ 575,189
Ending Fund Balance	\$ 351,070	\$ 514,503	\$ 575,189	\$ 529,139
Est/Actual Encumbrances (at end of year)	\$ 192,444	\$ 192,444	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 158,626	\$ 322,059	\$ 575,189	\$ 529,139

FUND NAME: UPPER CLARENTON TIF FUND (237)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 314,960	\$ 381,365	\$ 496,167	\$ 496,167
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	52,119	51,966	59,813	59,813
Total Local Taxes	\$ 367,079	\$ 433,332	\$ 555,980	\$ 555,980
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 1,434	\$ 4,020	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 368,513	\$ 437,351	\$ 555,980	\$ 555,980
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 4,844	\$ 65,550	\$ 79,406	\$ 79,406
Operating & Contractual Services	73,409	80,618	81,000	81,000
Total General Government	\$ 78,252	\$ 146,167	\$ 160,406	\$ 160,406
<u>Public Service</u>				
Operating & Contractual Services	\$ 225,000	\$ 100,000	\$ 79,406	\$ 82,185
Capital Outlay	-	-	-	-
Total Public Service	\$ 225,000	\$ 100,000	\$ 79,406	\$ 82,185
<u>Other Uses of Funds</u>				
Transfers	\$ 41,301	\$ 45,000	\$ 210,000	\$ 100,000
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 344,553	\$ 291,167	\$ 449,812	\$ 342,591
Revenues Over (Under) Expenditures	\$ 23,960	\$ 146,184	\$ 106,168	\$ 213,389
Beginning Fund Balance	\$ 168,795	\$ 192,755	\$ 338,939	\$ 445,107
Ending Fund Balance	\$ 192,755	\$ 338,939	\$ 445,107	\$ 658,495
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 192,755	\$ 338,939	\$ 445,107	\$ 658,495

FUND NAME: BALFOUR GREEN TIF FUND (238)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 19,503	\$ 23,336	\$ 23,627	\$ 23,627
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	3,170	3,160	3,106	3,106
Total Local Taxes	\$ 22,673	\$ 26,496	\$ 26,733	\$ 26,733
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 584	\$ 1,015	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 23,257	\$ 27,510	\$ 26,733	\$ 26,733
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 299	\$ 3,997	\$ 3,707	\$ 3,707
Operating & Contractual Services	4,546	4,934	5,000	5,000
Total General Government	\$ 4,845	\$ 8,931	\$ 8,707	\$ 8,707
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ 13,970	\$ -
Total Public Service	\$ -	\$ -	\$ 13,970	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ 7,130	\$ 12,130
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 4,845	\$ 8,931	\$ 29,807	\$ 20,837
Revenues Over (Under) Expenditures	\$ 18,413	\$ 18,580	\$ (3,075)	\$ 5,896
Beginning Fund Balance	\$ 49,122	\$ 67,535	\$ 86,114	\$ 83,039
Ending Fund Balance	\$ 67,535	\$ 86,114	\$ 83,039	\$ 88,935
Est/Actual Encumbrances (at end of year)	\$ 13,970	\$ 13,970	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 53,565	\$ 72,144	\$ 83,039	\$ 88,935

FUND NAME: STRAITS FARM TIF FUND (239)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ -	\$ 367,442	\$ 284,310	\$ 284,310
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	-	45,138	31,006	31,006
Total Local Taxes	\$ -	\$ 412,579	\$ 315,316	\$ 315,316
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ -	\$ 412,579	\$ 315,316	\$ 315,316
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ -	\$ 62,884	\$ 44,470	\$ 44,470
Operating & Contractual Services	-	280,419	320,000	290,969
Total General Government	\$ -	\$ 343,303	\$ 364,470	\$ 335,439
<u>Parks & Lands</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 343,303	\$ 364,470	\$ 335,439
Revenues Over (Under) Expenditures	\$ -	\$ 69,276	\$ (49,154)	\$ (20,122)
Beginning Fund Balance	\$ -	\$ -	\$ 69,276	\$ 20,122
Ending Fund Balance	\$ -	\$ 69,276	\$ 20,122	\$ (0)
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ -	\$ 69,276	\$ 20,122	\$ (0)

FUND NAME: BLACKLICK TIF FUND (250)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

This Exhibit to be used for any fund receiving property tax revenue except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 479,725	\$ 1,317,068	\$ 1,302,816	\$ 1,302,816
Tangible Personal Property Tax	-	-	-	-
Property Tax Rollback	-	-	-	-
Total Local Taxes	\$ 479,725	\$ 1,317,068	\$ 1,302,816	\$ 1,302,816
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 6,735	\$ 19,117	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 486,460	\$ 1,336,185	\$ 1,302,816	\$ 1,302,816
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 5,433	\$ 14,907	\$ 14,726	\$ 14,726
Operating & Contractual Services	-	-	-	-
Total General Government	\$ 5,433	\$ 14,907	\$ 14,726	\$ 14,726
<u>Parks & Lands</u>				
Capital Outlay	\$ 44,033	\$ -	\$ -	\$ -
Total Parks & Lands	\$ 44,033	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ 206,090	\$ 210,000	\$ 265,780	\$ 265,480
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 255,556	\$ 224,907	\$ 280,506	\$ 280,205
Revenues Over (Under) Expenditures	\$ 230,904	\$ 1,111,278	\$ 1,022,310	\$ 1,022,610
Beginning Fund Balance	\$ 589,116	\$ 820,020	\$ 1,931,298	\$ 2,953,609
Ending Fund Balance	\$ 820,020	\$ 1,931,298	\$ 2,953,609	\$ 3,976,219
Est/Actual Encumbrances (at end of year)	\$ 36,967	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 783,053	\$ 1,931,298	\$ 2,953,609	\$ 3,976,219

FUND NAME: BLACKLICK II TIF FUND (251)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ -	\$ 18,539	\$ 35,919	\$ 35,919
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ -	\$ 18,539	\$ 35,919	\$ 35,919
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ -	\$ 18,539	\$ 35,919	\$ 35,919
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ -	\$ 210	\$ 406	\$ 406
Operating & Contractual Services	-	-	-	-
Total General Government	\$ -	\$ 210	\$ 406	\$ 406
<u>Parks & Lands</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 210	\$ 406	\$ 406
Revenues Over (Under) Expenditures	\$ -	\$ 18,329	\$ 35,513	\$ 35,513
Beginning Fund Balance	\$ -	\$ -	\$ 18,329	\$ 53,842
Ending Fund Balance	\$ -	\$ 18,329	\$ 53,842	\$ 89,355
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ -	\$ 18,329	\$ 53,842	\$ 89,355

FUND NAME: VILLAGE CENTER TIF FUND (252)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 794,167	\$ 818,180	\$ 908,834	\$ 908,834
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	267	4,622	3,566	3,566
Total Local Taxes	\$ 794,433	\$ 822,802	\$ 912,401	\$ 912,401
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 791	\$ 1,995	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 795,224	\$ 824,796	\$ 912,401	\$ 912,401
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 12,000	\$ 11,036	\$ 14,739	\$ 14,739
Operating & Contractual Services	467,146	487,059	300,000	300,000
Total General Government	\$ 479,146	\$ 498,095	\$ 314,739	\$ 314,739
<u>Parks & Lands</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ 317,500	\$ 300,000	\$ 564,725	\$ 536,025
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 796,646	\$ 798,095	\$ 879,464	\$ 850,764
Revenues Over (Under) Expenditures	\$ (1,422)	\$ 26,701	\$ 32,937	\$ 61,637
Beginning Fund Balance	\$ 145,216	\$ 143,794	\$ 170,495	\$ 203,432
Ending Fund Balance	\$ 143,794	\$ 170,495	\$ 203,432	\$ 265,069
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 143,794	\$ 170,495	\$ 203,432	\$ 265,069

FUND NAME: RESEARCH TECH DISTRICT TIF FUND (253)
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

This Exhibit to be used for any fund
 receiving property tax revenue
 except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 119,227	\$ 119,912	\$ 313,121	\$ 313,121
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ 119,227	\$ 119,912	\$ 313,121	\$ 313,121
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 119,227	\$ 119,912	\$ 313,121	\$ 313,121
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 1,350	\$ 1,357	\$ 3,539	\$ 3,539
Operating & Contractual Services	-	-	-	-
Total General Government	\$ 1,350	\$ 1,357	\$ 3,539	\$ 3,539
<u>Parks & Lands</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 1,350	\$ 1,357	\$ 3,539	\$ 3,539
Revenues Over (Under) Expenditures	\$ 117,877	\$ 118,555	\$ 309,582	\$ 309,582
Beginning Fund Balance	\$ 210,318	\$ 328,195	\$ 446,750	\$ 756,332
Ending Fund Balance	\$ 328,195	\$ 446,750	\$ 756,332	\$ 1,065,914
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 328,195	\$ 446,750	\$ 756,332	\$ 1,065,914

FUND NAME: OAK GROVE II TIF FUND (254)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION (1)	2016 ACTUAL (2)	2017 ACTUAL (3)	CURRENT YEAR ESTIMATED 2018 (4)	NEXT YEAR ESTIMATED 2019 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 409,486	\$ 731,101	\$ 436,741	\$ 436,741
Tangible Personal Property Tax	-	-	-	-
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ 409,486	\$ 731,101	\$ 436,741	\$ 436,741
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 6,652	\$ 24,276	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 416,138	\$ 755,377	\$ 436,741	\$ 436,741
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 7,217	\$ 70,497	\$ 8,411	\$ 8,411
Operating & Contractual Services	-	783,859	-	-
Total General Government	\$ 7,217	\$ 854,356	\$ 8,411	\$ 8,411
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	500,000	517,500
Total Public Service	\$ -	\$ -	\$ 500,000	\$ 517,500
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 7,217	\$ 854,356	\$ 508,411	\$ 525,911
Revenues Over (Under) Expenditures	\$ 408,921	\$ (98,979)	\$ (71,670)	\$ (89,170)
Beginning Fund Balance	\$ 421,675	\$ 830,596	\$ 731,617	\$ 659,947
Ending Fund Balance	\$ 830,596	\$ 731,617	\$ 659,947	\$ 570,777
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 830,596	\$ 731,617	\$ 659,947	\$ 570,777

FUND NAME: WINDSOR TIF FUND (258)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUEThis Exhibit to be used for any fund
receiving property tax revenue
except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 1,787,169	\$ 1,973,774	\$ 2,788,495	\$ 2,788,495
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	199,276	216,655	260,239	260,239
Total Local Taxes	\$ 1,986,446	\$ 2,190,429	\$ 3,048,734	\$ 3,048,734
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ 9,559	\$ 15,091	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 1,996,004	\$ 2,205,520	\$ 3,048,734	\$ 3,048,734
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 22,500	\$ 32,656	\$ 47,225	\$ 47,225
Operating & Contractual Services	416,576	483,325	500,000	500,000
Total General Government	\$ 439,076	\$ 515,980	\$ 547,225	\$ 547,225
<u>Parks & Lands</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ 25,000	\$ 558,424	\$ 250,000	\$ 258,750
Capital Outlay	-	-	-	-
Total Public Service	\$ 25,000	\$ 558,424	\$ 250,000	\$ 258,750
<u>Other Uses of Funds</u>				
Transfers	\$ 970,000	\$ 1,000,000	\$ 696,985	\$ 729,040
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 1,434,076	\$ 2,074,404	\$ 1,494,210	\$ 1,535,015
Revenues Over (Under) Expenditures	\$ 561,929	\$ 131,116	\$ 1,554,523	\$ 1,513,718
Beginning Fund Balance	\$ 637,437	\$ 1,199,366	\$ 1,330,481	\$ 2,885,004
Ending Fund Balance	\$ 1,199,366	\$ 1,330,481	\$ 2,885,004	\$ 4,398,723
Est/Actual Encumbrances (at end of year)	\$ 408,424	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ 790,942	\$ 1,330,481	\$ 2,885,004	\$ 4,398,723

FUND NAME: VILLAGE CENTER II TIF FUND (259)
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

This Exhibit to be used for any fund
 receiving property tax revenue
 except for General Fund.

DESCRIPTION	2016 ACTUAL	2017 ACTUAL	CURRENT YEAR ESTIMATED 2018	NEXT YEAR ESTIMATED 2019
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - Real Estate	\$ 36,841	\$ 18,539	\$ 37,448	\$ 37,448
Tangible Personal PropertyTax	-	-	-	-
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ 36,841	\$ 18,539	\$ 37,448	\$ 37,448
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Charges for Services</u>				
Miscellaneous	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ 36,841	\$ 18,539	\$ 37,448	\$ 37,448
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ 417	\$ 210	\$ 3,000	\$ 3,000
Operating & Contractual Services	36,424	18,329	34,448	34,448
Total General Government	\$ 36,841	\$ 18,539	\$ 37,448	\$ 37,448
<u>Parks & Lands</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Total Parks & Lands	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 36,841	\$ 18,539	\$ 37,448	\$ 37,448
Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ -	\$ -	\$ -	\$ -

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2019 TAX BUDGET
PROJECTED FUND BALANCES

EXHIBIT III

FUND CATEGORY/TYPE	UNENCUMBERED BAL 1/1/18	ESTIMATED 2018 REVENUE	TOTAL AVAIL FOR EXPENDITURE	EST 2018 EXPENSES /ENC	ESTIMATED UNENC BAL 12/31/2018
GOVERNMENTAL:					
GENERAL					
101 - General	17,935,888	22,368,828	40,304,716	29,045,011	11,259,705
906 - Unclaimed Funds	1,783	-	1,783	-	1,783
TOTAL GENERAL FUNDS	\$ 17,937,671	\$ 22,368,828	\$ 40,306,499	\$ 29,045,011	\$ 11,261,488
SPECIAL REVENUE:					
201 - Street Construction, Maint & Repair	729,399	429,000	1,158,399	1,056,095	102,303
202 - State Highway	92,026	30,800	122,826	56,226	66,600
203 - Permissive Tax	169,424	72,050	241,474	219,657	21,817
210 - Alcohol Education	12,243	880	13,123	1,500	11,623
211 - Drug Use Prevention	35,100	39,050	74,150	35,000	39,150
213 - Law Enforcement & Ed	9,569	550	10,119	-	10,119
216 - K9 Fund	75	11,000	11,075	-	11,075
217 - Safety Town	83,439	49,500	132,939	72,586	60,352
218 - DUI Grant	10,545	5,500	16,045	3,068	12,977
219 - Law Enforcement Assistance	9,020	-	9,020	1,200	7,820
222 - Economic Development	1,828,470	2,475,000	4,303,470	3,431,885	871,585
223 - Oak Grove EOZ	-	5,384,500	5,384,500	5,384,500	-
224 - Central College EOZ	-	1,351,900	1,351,900	1,351,900	-
225 - Oak Grove II EOZ	-	1,552,100	1,552,100	1,552,100	-
226 - Blacklick EOZ	-	3,457,300	3,457,300	3,457,300	-
230 - Wentworth Crossing TIF	289,796	338,608	628,404	198,219	430,185
231 - Hawksmoor TIF	193,384	248,983	442,366	83,525	358,842
232 - Enclave TIF	74,208	69,818	144,026	20,588	123,438
233 - Saunton TIF	191,804	135,072	326,876	41,999	284,877
234 - Richmond Square TIF	95,829	147,057	242,886	31,361	211,524
235 - Tidewater I TIF	327,067	378,346	705,413	124,467	580,946
236 - Ealy Crossing TIF	322,059	348,213	670,272	95,083	575,189
237 - Upper Clarenton TIF	338,939	555,980	894,919	449,812	445,107
238 - Balfour Green TIF	72,144	26,733	98,877	15,837	83,039
239 - Straits Farm TIF	69,276	315,316	384,592	364,470	20,122
240 - Oxford TIF	-	-	-	-	-
241 - Schleppi Residential TIF	-	-	-	-	-
250 - Blacklick TIF	1,931,298	1,302,816	3,234,114	280,506	2,953,609
251 - Blacklick II TIF	-	-	-	-	-
252 - Village Center TIF	170,495	912,401	1,082,895	879,464	203,432
253 - Research Tech District TIF	446,750	313,121	759,871	3,539	756,332
254 - Oak Grove II TIF	731,617	436,741	1,168,358	508,411	659,947
255 - Schleppi Commercial TIF	-	-	-	-	-
211 - Windsor TIF	1,330,481	3,048,734	4,379,215	1,494,210	2,885,004
241 - Village Center II TIF	-	37,448	37,448	37,448	-
280 - Hotel Excise Tax	-	110,000	110,000	86,931	23,069
281 - Healthy New Albany Facilities	403,304	990,000	1,393,304	1,133,648	259,656
290 - Alcohol Indigent	8,747	1,100	9,847	-	9,847
291 - Mayors Court Computer	13,742	3,300	17,042	7,275	9,767
299 - Severance Liability Fund	842,811	506,000	1,348,811	300,000	1,048,811
TOTAL SPECIAL REVENUE FUNDS	\$ 10,833,059	\$ 25,084,916	\$ 35,917,975	\$ 22,779,811	\$ 13,138,164
DEBT SERVICE FUNDS:					
301 - Debt Service	672,492	3,983,188	4,655,680	3,590,879	1,064,801
TOTAL DEBT SERVICE	\$ 672,492	\$ 3,983,188	\$ 4,655,680	\$ 3,590,879	\$ 1,064,801
CAPITAL PROJECT FUNDS:					
401 - Capital Improvements	6,048,186	5,467,000	11,515,186	11,515,186	-
403 - Bond Improvements	-	19,800,000	19,800,000	19,800,000	-
404 - Park Improvements	1,686,474	2,114,200	3,800,674	3,800,674	-
405 - Water & Sanitary Improvements	3,258,038	19,596,500	22,854,538	22,854,538	-
410 - Infrastructure Replacement	8,132,230	2,046,000	10,178,230	178,230	10,000,000
411 - Leisure Trail Improvements	286,401	27,500	313,901	313,901	-
415 - Capital Equip Replacement	1,908,149	1,934,576	3,842,724	3,842,724	-
417 - Oak Grove II Infrastructure	1,836,302	1,107,700	2,944,002	2,944,002	-
420 - OPWC Greensward Roundabout	-	-	-	-	-
422 - Economic Development Capital Improvement	16,426,034	9,900,000	26,326,034	26,326,034	-
TOTAL CAPITAL PROJECT FUNDS	\$ 39,581,813	\$ 61,993,476	\$ 101,575,288	\$ 91,575,288	\$ 10,000,000
TRUST AND AGENCY FUNDS					
901 - Columbus Agency	-	-	-	-	-
902 - Oak Grove EOZ	-	-	-	-	-
903 - Central College EOZ	-	-	-	-	-
904 - Subdivision Development	-	-	-	-	-
905 - Blacklick EOZ Tax	-	-	-	-	-
907 - Builders Escrow	-	-	-	-	-
908 - Board of Building Standards	-	-	-	-	-
909 - Columbus Annexation	-	-	-	-	-
TOTAL TRUST/AGENCY FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL (MEMORANDUM ONLY)	\$ 69,025,034	\$ 113,430,408	\$ 182,455,442	\$ 146,990,989	\$ 35,464,452

EXHIBIT IV

Description of Judgement	Amount of Judgement	Fund Paying Judgement
NONE	NONE	NONE
TOTAL	\$0	

6/26/2018
12:25 PM

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2019 TAX BUDGET
SCHEDULE OF OUTSTANDING DEBT

EXHIBIT V

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 mill Limit *	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding beginning of year 01/01/19	BUDGET YEAR		FY 2019
								Amount Required for Principal and Interest 1/1/19 to 12/31/19	Amt Receivable from Outside Sources to Meet Debt Payments	Amount Required for Principal and Interest 1/1/19 to 12/31/19
Payable from Debt Service:										
<u>INSIDE 10 MILL LIMIT:</u>										
Capital Facilities Bonds, Series 2018	NA	7/11/2018	12/1/2037	O-08-2018	Serial	1.52% - 3.24%	\$16,650,000	\$1,334,975	\$0	\$1,334,975
Cap Impr Bonds - Public Facs, Taxable Refunding, Series 2016	NA	11/23/2016	12/1/2027	O-35-2016	Serial	2.39% - 2.50%	\$5,600,000	\$698,840	\$0	\$698,840
2013 Refunding - 2010 BABs	NA	5/1/2013	12/1/2024		Serial/Term	1.50% - 4.00%	\$2,395,000	\$495,238	\$0	\$495,238
Various Purpose Refunding Ltd Tax GO Bonds, Series 2012	NA	1/1/2012	12/1/2030		Serial	2.00% - 5.00%	\$7,585,000	\$859,163	\$0	\$859,163
Capital Facilities Ltd. Tax GO Bonds, Series 2014	NA	12/1/2014	12/1/2030		Serial	0.85% - 4.00%	\$3,000,000	\$534,525	\$0	\$534,525
TOTAL							\$35,230,000	\$3,922,740	\$0	\$3,922,740
<u>OUTSIDE 10 MILL LIMIT:</u>										
None	-	-	-	-	-	-	\$0	\$0	\$0	\$0
TOTAL							\$0	\$0	\$0	\$0

* If the Levy is outside the 10 mill limit by vote enter the words "by vote" and the date of the election. If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

CITY OF NEW ALBANY, OHIO

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Franklin County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of New Albany for the BUDGET YEAR beginning January 1st, 2019.

FUND	Estimated Unenc Bal as of 1/1/2019	Real Estate Property Tax	Personal Property Tax	Local Government Funds	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
<u>GOVERNMENTAL FUNDS</u>	\$ 35,464,452	\$ 9,042,687	\$ -	\$ 87,819	\$ 187,094	\$ 21,560,811	\$ 66,342,863
General Fund	11,259,705	1,230,462	-	87,819	187,094	21,072,966	33,838,046
Unclaimed Funds	1,783	-	-	-	-	-	1,783
Special Revenue Funds	13,138,164	7,812,225	-	-	-	487,845	21,438,233
Debt Service Funds	1,064,801	-	-	-	-	-	1,064,801
Capital Project Funds	10,000,000	-	-	-	-	-	10,000,000
<u>PROPRIETARY FUNDS</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Funds	-	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-	-
<u>FIDUCIARY FUNDS</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust and Agency Funds	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 35,464,452	\$ 9,042,687	\$ -	\$ 87,819	\$ 187,094	\$ 21,560,811	\$ 66,342,863

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's Estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each fund must govern the amount of appropriation from such fund.

DATE _____, 2018

Budget
Commission



Prepared: 06/21/2018
Introduced: 07/03/2018
Revised:
Adopted:
Effective:

RESOLUTION R-18-2018

A RESOLUTION TO REQUEST THE FRANKLIN COUNTY BUDGET COMMISSION TO GRANT THE .74 MILLS IN AVAILABLE INSIDE MILLAGE TO THE CITY OF NEW ALBANY

WHEREAS, there is additional inside millage available for distribution by the Franklin County Budget Commission, and

WHEREAS, due to its need to fund expanded operations and provide infrastructure to service rapid growth in the community as demonstrated by the 2019 Tax Budget, the City of New Albany is in need of additional revenue.

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

Section 1: The City of New Albany hereby requests that the Franklin County Budget Commission grant the additional inside millage of .74-mills to the City of New Albany.

Section 2: The Clerk of Council is directed to submit a certified copy of this resolution to the Franklin County Budget Commission.

Section 3. 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 4: 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

PROPOSED



Prepared: 06/21/2018
Introduced: 07/03/2018
Revised:
Adopted:
Effective:

RESOLUTION R-19-2018

A RESOLUTION TO WAIVE THE COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO ALL CONTRACTS NECESSARY FOR THE CONSTRUCTION OF THE FIRST PHASE OF THE BLACKLICK CREEK SANITARY TRUNKLINE

WHEREAS, the Blacklick Creek Sanitary Trunkline is necessary for the continued development of the New Albany International Business Park in eastern Franklin County and western Licking County; and

WHEREAS, the New Albany International Business Park serves as the economic engine for the city, providing the necessary revenue to sustain the services, amenities and infrastructure required by the residents and businesses; and

WHEREAS, without the Blacklick Creek Sanitary Trunkline, the city will exhaust the capacity of its existing sanitary system by 2025 based upon the current rate of development; and

WHEREAS, in anticipation of New Albany's need for additional sanitary infrastructure, the cities of New Albany and Columbus have entered into a development agreement that requires Columbus to construct the Blacklick Creek Sanitary Trunkline to the intersection of Morse and Reynoldsburg New Albany roads by 2019; and

WHEREAS, subject to the availability of financial resources, New Albany has agreed to begin to construct its section of the Blacklick Creek Sanitary Trunkline in conjunction with Columbus' completion of its section; and

WHEREAS, the Blacklick Creek Sanitary Trunkline is approximately 80' deep, and as such, requires a form of micro-tunnel construction that is performed by a small number of contractors nationally; and

WHEREAS, the addition of New Albany's section of the Blacklick Creek Sanitary Trunkline to Columbus' construction contract, will save New Albany approximately one million dollars (\$1mm) in mobilization, material and construction costs in addition to savings in time, based upon New Albany's engineer's estimate; and

WHEREAS, the City of Columbus is willing to permit New Albany to participate in its contract; and

WHEREAS, legal counsel for both Columbus and New Albany have offered opinions stating that New Albany's participation in the Columbus contract is appropriate; and

WHEREAS, Section 9.04(C) of the New Albany Charter permits the waiver of competitive bidding if Council determines that said waiver is in the best interest of 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: New Albany City Council hereby grants a Waiver of Competitive Bidding pursuant to Article 9.04(C) of the New Albany Charter based on the fact that such waiver is in the best interest of the city in that such waiver will significantly reduce the cost and time associated with the construction of the Blacklick Creek Sanitary Trunkline.

Section 2: The city manager is hereby authorized to execute all necessary contracts for the construction of the Blacklick Creek Sanitary Trunkline, including materials related to said construction.

Section 3. 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 4: 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. Banchevsky
Law Director



Prepared: 6/20/2018
Introduced: 7/03/2018
Revised:
Adopted:
Effective:

RESOLUTION R-20-2018

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-20-2018

AGREEMENT

FOR MAINTENANCE AND IMPROVEMENT OF BABBITT ROAD

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2018, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany”) and the Board of Commissioners of Franklin County, Ohio, a political subdivision of the State of Ohio (“Franklin County”). New Albany and Franklin 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

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

SECTION 3: RESPONSIBILITY OF THE PARTIES

NEW ALBANY shall be responsible for maintenance and improvements of the portion of the Babbitt Road right of way, now and as may be altered in the future, from Dublin Granville Road to Morse Road. The City shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however the City shall maintain final authority over the design, construction and inspection of the improvements.

NEW ALBANY shall be responsible for snow plowing for all of Babbitt Road, extending from Dublin Granville Road to Morse Road. FRANKLIN COUNTY shall be responsible for ditch maintenance and mowing for all of Babbitt Road, extending from Dublin Granville Road to Morse Road.

Franklin 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 Babbitt Road.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Babbitt 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 Babbitt Road is designated as a county road it is understood that the Franklin County Commissioners have underlying ownership of the right of way.

SECTION 5: NOTICE OF IMPROVEMENT

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

SECTION 6: TERM

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

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be unilaterally terminated or suspended except for good cause shown, as determined in the sole and exclusive discretion of the Party seeking termination or suspension. Any such unilateral termination shall require the requesting party to provide written notice to the other Party at least one year in advance of any such termination. The Parties may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both Parties. The agreement will automatically terminate if and at such time that the entire portion of Babbitt Road

that is the responsibility of New Albany pursuant to this Agreement, is annexed by New Albany and is within the New Albany corporate boundary.

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

- 8.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 9 of this Agreement.
- 8.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Franklin 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 FRANKLIN) ss:

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

FRANKLIN COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

STATE OF OHIO)
COUNTY OF FRANKLIN) ss:

APPROVED AS TO FORM:

Franklin County Prosecutor's Office



Prepared: 6/20/2018
Introduced: 7/03/2018
Revised:
Adopted:
Effective:

RESOLUTION R-21-2018

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

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

WHEREAS, it is anticipated that real property comprised of a real estate parcel totaling approximately 151+/- acres (Annexation Parcel), will be the subject of a larger combined annexation petition, the majority of which is located in Franklin County, to be filed with the Franklin County Commissioners soon after the Effective Date; and

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

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

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

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

Section 1. Council hereby authorizes the City Manager to enter into an annexation agreement with Jersey Township 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-1 and A-2 and Exhibits B-1 and B-2, attached herein. The area/boundaries of the Property to which this agreement applies shall not be reduced, enlarged, modified, or altered in any way except by written mutual agreement of the parties approved authorizing legislation from both the legislative authority of the Township and the City. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.

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

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

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

CERTIFIED AS ADOPTED this _____ day of _____, **2018.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

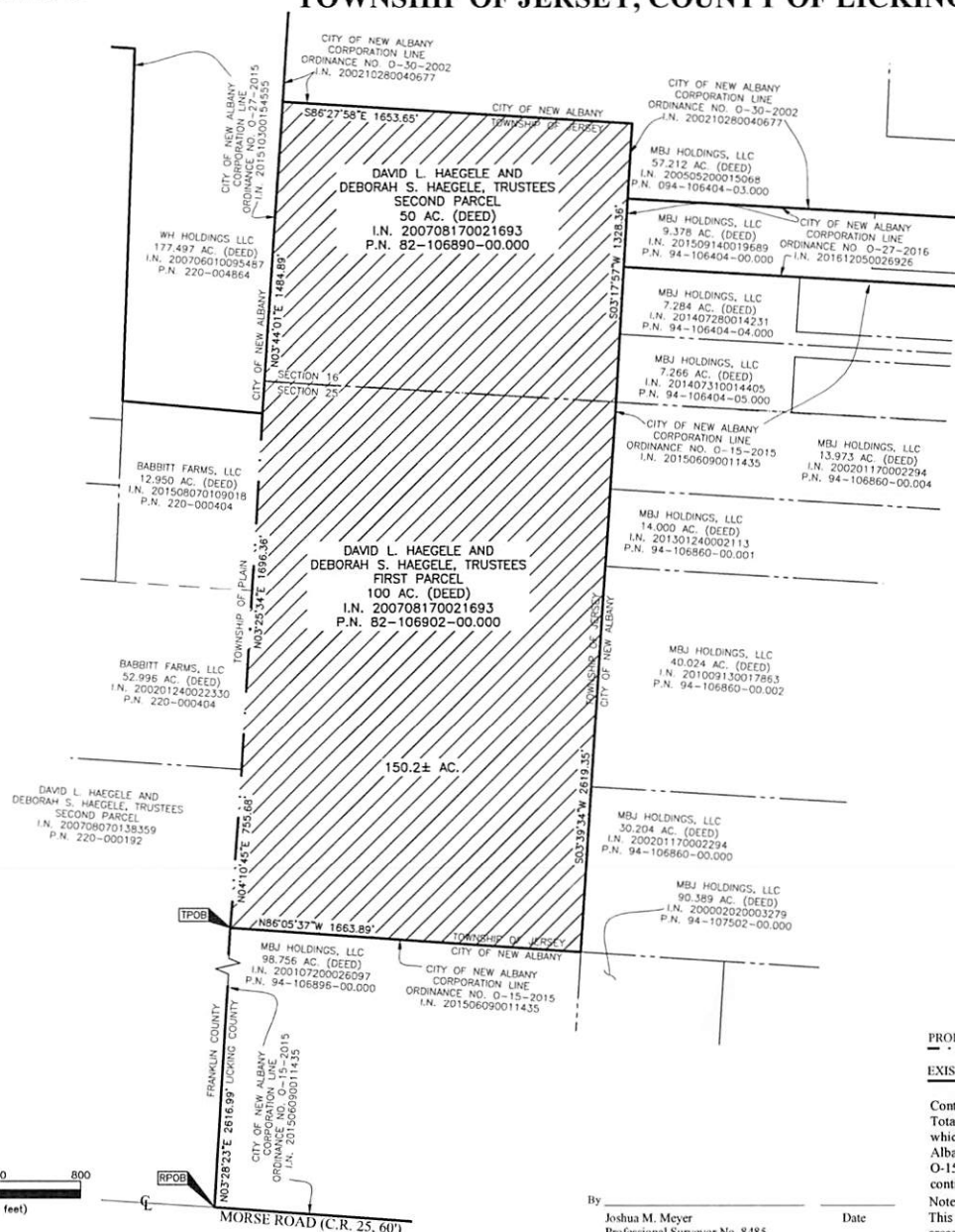
PROPOSED ANNEXATION OF 150.2± ACRES TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

SECTIONS 16 & 25, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY LANDS

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Exhibit A-1 - R-21-2018



LOCATION MAP

Not to Scale

Proposed Annexation
of 150.2 acres to the City of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20____

Commissioner

Petition Approved _____, 20____

Commissioner

Commissioner

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

Containing _____ acres.

Transfer Fee _____

Licking County Auditor

Received for Record _____, 20____, at _____ (AM-PM) and recorded _____

20____, in plat ordinance, petition, etc. in Instrument Number _____

Plat Fee _____

Ordinance, etc. Fee _____

Licking County Recorder

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

Attest _____
Clerk, City of New Albany

AREA TO BE ANNEXED

PROPOSED CORPORATION LINE

EXISTING CORPORATION LINE

Contiguity Note:

Total perimeter of annexation area is 11202.18 feet, of which 8750.14 feet is contiguous with the City of New Albany by Ordinance Numbers O-30-2002, O-27-2016, O-15-2015 and O-27-2015 giving 78.1% perimeter contiguity.

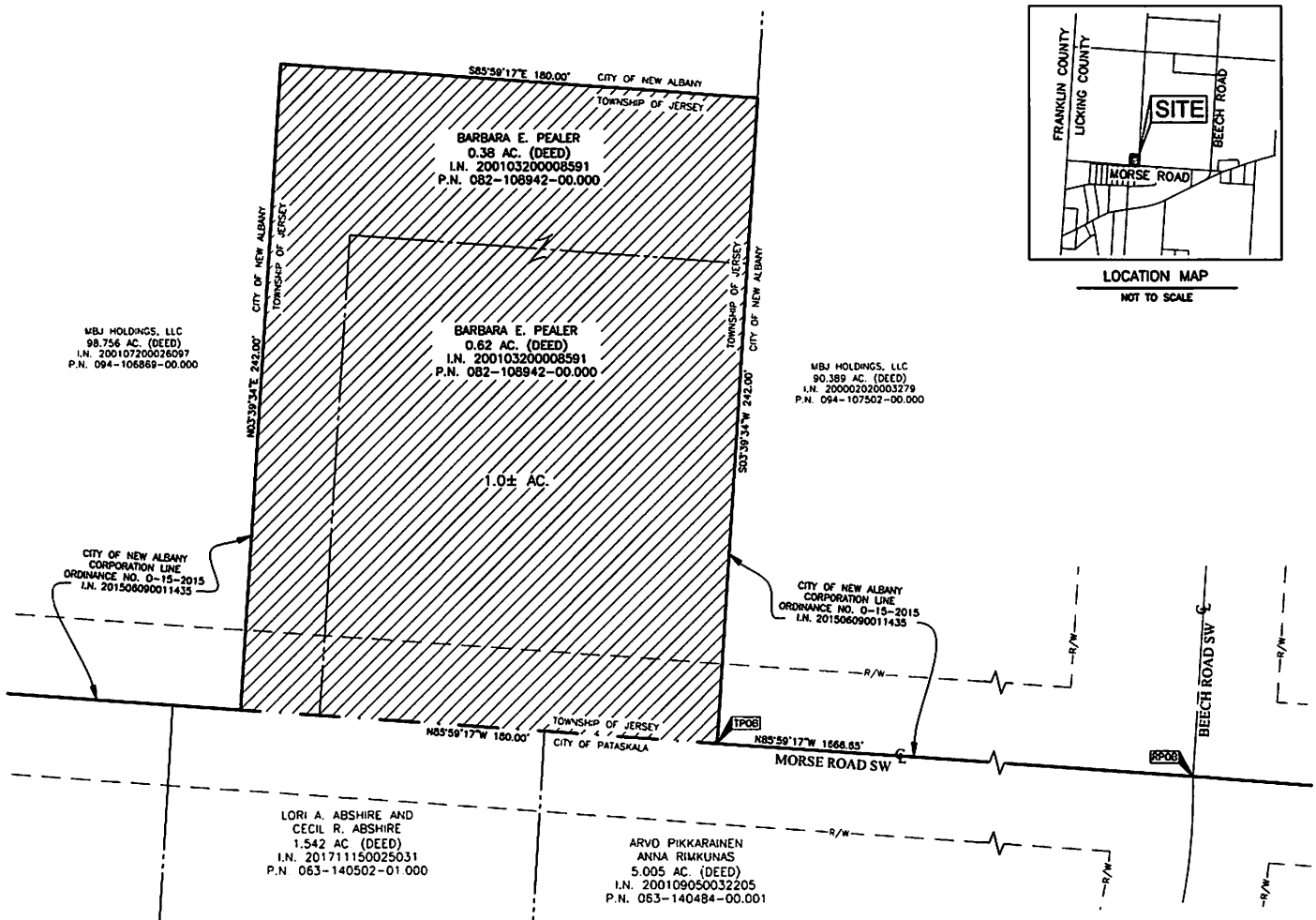
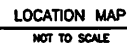
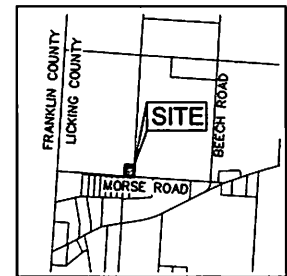
Note:

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

By _____ Date _____
Joshua M. Meyer
Professional Surveyor No. 8485

EMHT Evans, Mechwart, Hombleson & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4300 Fax: 614.775.3440 emht.com		Date: July 14, 2017
Scale: 1" = 400'		Job No: 2017-0652
Sheet: 1 of 1		REVISIONS
MARK	DATE	DESCRIPTION

EXHIBIT A-2 - R-21-2018



AREA TO BE ANNEXED
☒ ☒ ☒ ☒ ☒

**PROPOSED CITY OF NEW ALBANY
CORPORATION LINE**

EXISTING CITY OF NEW ALBANY
CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 844.0 feet, of which 664.0 feet is contiguous with the City of New Albany by Ordinance Number O-15-2015, giving 78.7% perimeter contiguity.

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

Proposed Annexation
of 1.0+/- acre to the City of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20__

Commissioner

Petition Approved _____, 20__

Commissioner

Commissioner

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

Containing _____ acres

Licking County Auditor

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

Plat Fee _____
Ordinance, etc. Fee _____

Licking County Recorder

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

Attest _____
Clerk, City of New Albany



DRAFT

By Joshua M. Meyer
Professional Surveyor No. 8485

[illegible]

Exhibit B-1 - R-21-2018

50.663 ACRES

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Township 2, Range 15, United State Military Lands, and being all of that 50 acre tract conveyed as Second Parcel to David L. Haegele, Trustee of the David L. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest, 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 200708170021693 (all references are to the records of the Recorder's Office, Licking County, Ohio unless noted otherwise) and being more particularly described as follows:

BEGINNING at an iron pin set at the southwesterly corner of said 50 acre tract, the northwesterly corner of that 100 acre 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, 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 200708170021693, being in the easterly line of that 177.497 acre tract conveyed to WH Holdings LLC by deed of record in Instrument Number 200706010095487 (Franklin County), also being the common section corner between said Section 16 and Section 25, being in the easterly line of Lot 4, Quarter Township 4, Township 2, Range 16 and in the line common to Licking and Franklin Counties;

Thence North 03° 44' 01" East, with the line common to said 50 and 177.497 acre tracts, said county and section line, a distance of 1332.65 feet to the northwesterly corner of said 50 acre tract and a southwesterly corner of that 57.212 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200505200015068, referenced by a 3/4 inch iron pin found North 86° 27' 58" West at a distance of 1.75 feet;

Thence South 86° 27' 58" East, with the line common to said 50 and 57.212 acre tracts, a distance of 1653.65 feet to a 3/4 inch iron pin found;

Thence South 03° 17' 57" West, with the easterly line of said 50 acre tract, the westerly line of said 57.212 acre tract and those 9.378, 7.284 and 7.266 acre tracts conveyed to MJB Holdings, LLC by deeds of record in Instrument Numbers 201509140019689, 201407280014231 and 201407310014405 respectively, (passing 3/4 inch iron pins found at distances of 359.10 and 684.10 feet) a total distance of 1328.36 feet a 3/4 inch iron pin found at the common corner to said 50, 100 and 7.266 acre tracts and that 13.973 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200201170002294 and in the line common to Sections 16 and 25, referenced by a 10 inch by 7 inch granite stone found North 73° 09' 46" West at a distance 1.20 feet;

Thence North 86° 36' 50" West, with the line common to said 50 and 100 acre tracts and said common section line, a distance of 1663.75 feet to the POINT OF BEGINNING, containing 50.663 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System (South Zone) as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK80 and FRANK180, having a bearing of North 85° 57' 24" West, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by EMH&T in 1999, 2001, 2002, 2015 and 2017.



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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

3-27-2018

Date

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JMM</i>	<i>JMM</i>
DATE: <i>3/28/18</i>	

99.571 ACRES

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 25, Township 2, Range 15, United State Military Lands, and being all of that 100 acre 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, 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 200708170021693 (all references are to the records of the Recorder's Office, Licking County, Ohio unless noted otherwise) and being more particularly described as follows:

BEGINNING at an iron pin set at the northwesterly corner of said 100 acre tract, the southwesterly corner of that 50 acre tract conveyed as Second Parcel to David L. Haegele, Trustee of the David L. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest, 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 200708170021693, being in the easterly line of that 177.497 acre tract conveyed to WH Holdings LLC by deed of record in Instrument Number 200706010095487 (Franklin County), also being the common section corner between said Section 16 and Section 25, being in the easterly line of Lot 4, Quarter Township 4, Township 2, Range 16 and in the line common to Licking and Franklin Counties;

Thence South 86° 36' 50" East, with the line common to said 100 and 50 acre tracts and said common section line, a distance of 1663.75 feet to a 3/4 inch iron pin found at the common corner to said 100 and 50 acre tracts, and those 7.266 and 13.973 acre tracts conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 201407310014405 and 200201170002294, referenced by a 10 inch by 7 inch granite stone found North 73° 09' 46" West at a distance 1.20 feet;

Thence South 03° 39' 34" West, with the easterly line of said 100 acre tract and the westerly line of said 13.973 acre tract and those 14.000, 40.024 and 30.204 acre tracts conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 201301240002113, 201009130017863 and 200201170002294, respectively, (passing 5/8 inch rebar found with cap "PJ Boeshart #6512" at distances of 414.46, 781.36 and 1831.39 feet) a total distance of 2619.35 feet to a 12 inch by 12 inch granite stone found at the common corner to said 100 and 30.204 acre tracts and that 90.389 and 98.756 acre tracts conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 200002020003279 and 200107200026097, respectively;

Thence North 86° 05' 37" West, with the line common to said 100 and 98.756 acre tracts, (passing an iron pin set for reference at a distance of 1653.89 feet) a total distance of 1663.89 feet to a wood post found in the easterly line of that tract conveyed as Second Parcel to David L. Haegele, Trustee of the David L. Haegele Trust dated August 1, 2007, an undivided one-half (1/2) interest, 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 (Franklin County), being the common corner to said 100 and 98.756 acre tracts, in the line common to said Licking and Franklin Counties and in the line common to said Section 25, Township 2, Range 15 and Lot 2, Quarter Township 4, Township 2, Range 16;

Thence North 04° 10' 45" East, with the line common to said 100 acre tract and said Second Parcel and said common county and section line, (passing an iron pin set for reference at a distance of 10.00 feet) a total distance of 755.68 feet to a 3/4 inch iron pin found at the southeasterly corner of that 52.996 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201802020014909 and Lot 3, the northeasterly corner of said Second Parcel and said Lot 2;

Thence North 03° 25' 34" East, continuing with said common county and section line, with the westerly line of said 100 acre tract and the easterly lines of said 52.996 acre tract and that 12.950 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201802020014909 (Franklin County), (passing a 3/4 inch iron pin with cap "EMHT" found at a distance of 852.48 feet) a total distance of 1696.36 feet to a 3 inch by 6 inch sandstone found at

99.571 ACRES

-2-

the southeasterly corner of said 177.497 acre tract and said Lot 4, the northeasterly corner of said 12.950 acre tract and said Lot 3, reference by a 3/4 inch iron pin found North 83° 31' 57" East at a distance of 0.98 feet;

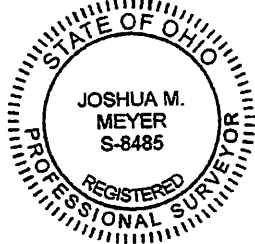
Thence North 03° 44' 01" East, with the line common to said 100 and 177.497 acre tracts and continuing with said common county and section line, a distance of 152.24 feet to the POINT OF BEGINNING, containing 99.571 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System (South Zone) as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK80 and FRANK180, having a bearing of North 85° 57' 24" West, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by EMH&T in 1999, 2001, 2002, 2015 and 2017.



JMM:bk
99_571 ac 20180045-VS-BNDY-01.doc

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Joshua M. Meyer.

3-27-2018

Joshua M. Meyer
Professional Surveyor No. 8485

Date

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="checked" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>JMM</i>
DATE:	3/28/18

Exhibit B-2 - R-21-2018

**PROPOSED ANNEXATION
1.0± ACRE**

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 Section 25, Township 2, Range 15, United States Military Lands, and being all of the 0.62 and 0.38 acre tracts conveyed to Barbara E. Pealer by deed of record in Instrument Number 200103200008591, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Morse Road SW and Beech Road SW, in the southerly City of New Albany corporation line, established by Ordinance Number O-15-2015, of record in Instrument Number 201506090011435, and the northerly corporation line of the City of Pataskala;

Thence North 85° 59' 17" West, with the centerline of said Morse Road SW, with said common corporation line, a distance of 1666.65 feet to the southeasterly corner of said 0.62 acre tract, a southwesterly corner of that 90.389 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200002020003279, the TRUE POINT OF BEGINNING;

Thence North 85° 59' 17" West, continuing with the centerline of said Morse Road SW, with the northerly corporation line of the City of Pataskala, with a southerly line of said 0.38 acre tract, with the southerly line of said 0.62 acre tract, a distance of 180.00 feet to an angle point the City of New Albany corporation line, the southwesterly corner of said 0.38 acre tract, a southeasterly corner of that 98.756 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200107200026097;

Thence North 03° 39' 34" East, with said City of New Albany corporation line, with the westerly line of said 0.38 acre tract, with an easterly line of said 98.756 acre tract, a distance of 242.00 feet to northwesterly corner of said 0.38 acre tract;

Thence South 85° 59' 17" East, continuing with said City of New Albany corporation line, with the northerly line of said 0.38 acre tract, with a southerly line of said 98.756 acre tract, a distance of 180.00 feet to a point in the westerly line of said 90.389 acre tract, the northeasterly corner of said 0.38 acre tract, a southeasterly corner of said 98.756 acre tract;

Thence South 03° 39' 34" West, continuing with said City of New Albany corporation line, with the easterly line of said 0.62 acre tract, with an easterly line of said 0.38 acre tract, with a westerly line of said 90.389 acre tract, a distance of 242.00 feet to the TRUE POINT OF BEGINNING, containing 1.0 acre, more or less.

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

DRAFT

Joshua M. Meyer
Professional Surveyor No. 8485

Date

ANNEXATION AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City and the Township share certain boundaries and therefore have a mutual interest in the general area found east of Babbitt Road and the Franklin County Line, west of Beech Road, north of Morse Road and south of SR161, as illustrated in Exhibits A-1 and A-2 and described in Exhibits B-1 and B-2; and

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

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

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

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

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

A-1 and A-2 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 the intersection of Beech and Morse roads.

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

Approved as to Form:

Mitchell Banchefsky,
Law Director

Jersey Township

By: _____
Kathie Frost, Trustee

By: _____
Ed Bright, Trustee

By: _____
Dan Wetzel, Trustee

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBITS A-1 and A-2

Depiction of the "Property"

EXHIBITS B-1 and B-2

Description of the "Property"



Prepared: 06/20/2018
Introduced: 07/03/2018
Revised:
Adopted:
Effective:

RESOLUTION R-22-2018

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

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

WHEREAS, it is anticipated that real property comprised of a real estate parcel totaling approximately 485+/- acres (Annexation Parcel), will be the subject of an annexation petition to be filed with the Licking County Commissioners soon after the effective date; and

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

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

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

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

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

Section 2. This Agreement shall cover and be applicable only to the Property which is identified in Exhibit A and Exhibit B, 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 OF 484.8± ACRES TO THE VILLAGE OF NEW ALBANY FROM JERSEY TOWNSHIP

FARM LOTS 19, 20, 28, 29 & 30, QUARTER TOWNSHIP 2, SECTION 15

UNITED STATES MILITARY LANDS

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Exhibit A - R-22-2018

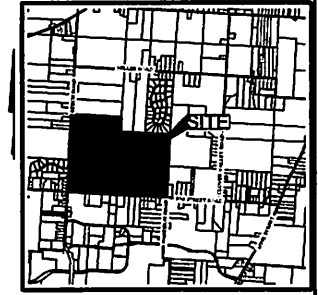
AREA TO BE ANNEXED
CORPORATION LINE

PROPOSED VILLAGE OF NEW ALBANY
CORPORATION LINE

EXISTING VILLAGE OF NEW ALBANY
CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 20164.61 feet, of which
992.31 feet is contiguous with the Village of New Albany by
Ordinance Number 0-33-2010, giving 4.9% perimeter
contiguity.

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



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°13'05"E	333.81'
L2	N03°28'24"E	152.99'
L3	N86°14'47"W	334.26'

(A) TIMOTHY J. DODDERER
1.101 AC. (DEED)
I.N. 200310220031303

(B) THOMAS W. COOK AND BETTE J. COOK
CO-TRUSTEES OF THE THOMAS W. COOK
TRUST DATED SEPTEMBER 12, 2006 (I INTEREST)
BETTE J. COOK AND THOMAS W. COOK
CO-TRUSTEES OF THE BETTE J. COOK TRUST
DATED SEPTEMBER 12, 2006 (I INTEREST)
11.865 AC. (DEED)
I.N. 20081002002839

(C) 3304 DEED ROAD LTD
2.03 AC. (DEED)
I.N. 20100110000506

(D) PAUL M. McDONALD AND
SUSAN K. SMITH
1.0 AC. (DEED)
D.B. 464, P. 867

(E) JOHN HENRY
GRUBENMEYER
1.368 AC. (DEED)
I.N. 201100140017139

(F) KRISTEN M. KROPAT AND
SUSAN E. KROPAT
1.171 AC. (DEED)
O.R. 71, P. 852

(G) KEVIN MOORE AND
MARGIE MOORE
1.171 AC. (DEED)
I.N. 200810060027892

(H) ERIKA DETZEL, TRUSTEE OF THE
ERICA DETZEL REVOCABLE TRUST,
DATED JUNE 20, 2002
3.000 AC. (DEED)
I.N. 201605200010107

(I) DAVID J. WHITE AND
DELORES A. WHITE
1.118 AC. (DEED)
I.N. 200705030015041

(J) BRENDA S. ADELL
1.118 AC. (DEED)
I.N. 200705070011660

(K) MICHAEL E. ANCHODA AND
KIM L. (AUDITOR)

(L) ANGELO J. D'ANDREA AND
PATRICIA D. D'ANDREA
O.R. 544, P. 69

(M) SEAN P. CLIPNER
TRACT ONE
1.09 AC. (DEED)
I.N. 201101170019624

(N) GARY A. MILLER (AUDITOR)

KENTON L. SIVER AND
MARY P. SIVER
100 AC. (DEED)
O.R. 576, P. 319

(O) DAVID LEE MILLER
4.855 AC. (DEED)
I.N. 201003110004504

(P) S. TODD DODDERER AND
RHONDA L. DODDERER
4.447 AC. (DEED)
I.N. 200109140033401

(Q) JAMES S. ZABLOCKI
REVERLEY J. ZABLOCKI
10.936 AC. (DEED)
I.N. 200804010007532

(R) REBECCA J. DODDERER
O.R. 333, P. 881
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
47.299 AC. (DEED)

(S) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(T) KENNETH E. ERICKSON AND
KIMBERLY A. ERICKSON
11.935 AC. (DEED)
I.N. 200001120001374

(U) MICHAEL L. DUNFEE AND
LORA L. DUNFEE
PARCEL 1
1.010 AC. (DEED)
O.R. 305, P. 629

(V) KAREN G. BAILEY
1.010 AC. (DEED)
I.N. 201103310006089

(W) MICHAEL L. DUNFEE AND
LORA L. DUNFEE
PARCEL 2
5.132 AC. (DEED)
O.R. 305, P. 629

(X) AMBER K. SALSBUARY, TRUSTEE OF
THE SALSBUARY PRESERVATION
TRUST, DATED MARCH 20, 2018
2.000 AC. (DEED)
I.N. 201804100006784

(Y) TOBY D. BAKER AND
SHANNON L. BAKER
3.555 AC. (DEED)
I.N. 201702280003733

(Z) LICKING RURAL
ELECTRIFICATION, INC.
3.609 AC. (DEED)
200912170027066

(A) HENDREN ONE LLC,
TRACT 2, PARCEL 1
50 AC. (DEED)
I.N. 20130418009917

(B) STEVEN TODD DODDERER AND
RHONDA L. DODDERER
PARCEL 2
49 AC. (DEED)
O.R. 536, P. 897

(C) KATHLEEN MARIE SHAW
42.336 AC. (DEED)
O.R. 180, P. 708

(D) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
23.49 AC. (DEED)

(E) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
47.299 AC. (DEED)

(F) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(G) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(H) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(I) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
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DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(J) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
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STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(K) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(L) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
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DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(M) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
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39.99 AC. (DEED)

(N) REBECCA J. DODDERER
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TRANSFER ON DEATH TO TRACY
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(O) REBECCA J. DODDERER
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39.99 AC. (DEED)

(P) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(Q) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(R) REBECCA J. DODDERER
O.R. 370, P. 715
TRANSFER ON DEATH TO TRACY
ALAN DODDERER
TIMOTHY JOE DODDERER
STEVEN TODD DODDERER AND
DARCY ANN CASTO
I.N. 200501050000411
39.99 AC. (DEED)

(A) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(B) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(C) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(D) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(E) JOHN K. WAGNER AND
JOYCE L. WAGNER
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JOYCE L. WAGNER
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I.N. 199907230030772

(G) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(H) JOHN K. WAGNER AND
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JOYCE L. WAGNER
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JOYCE L. WAGNER
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JOYCE L. WAGNER
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JOYCE L. WAGNER
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JOYCE L. WAGNER
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4.859 AC. (DEED)
I.N. 199907230030772

(Q) JOHN K. WAGNER AND
JOYCE L. WAGNER
4.859 AC. (DEED)
I.N. 199907230030772

(R) JOHN K. WAGNER AND
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(H) JOHN K. WAGNER AND
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(J) JOHN K. WAGNER AND
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(K) JOHN K. WAGNER AND
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(L) JOHN K. WAGNER AND
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(M) JOHN K. WAGNER AND
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4.859 AC. (

Exhibit B - R-22-2018

PROPOSED ANNEXATION 484.8± ACRES

TO: VILLAGE OF NEW ALBANY

FROM: JERSEY TOWNSHIP

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Farm Lots 19, 20, 28, 29 and 30, Quarter Township 2, Section 15, United States Military Lands, and being all of that tract conveyed as Parcel I and Parcel II to Rebecca J. Dodderer by deed of record in Official Record 370, Page 715, which said Parcel II is being all of that 23.49 acre tract referenced in that Transfer on Death to Tracy Alan Dodderer, Timothy Joe Dodderer, Steven Todd Dodderer and Darcy Ann Casto by deed of record in Instrument Number 200501050000410, which said Parcel I is being all of that 39.99 acre tract referenced in that Transfer on Death to Tracy Alan Dodderer, Timothy Joe Dodderer, Steven Todd Dodderer and Darcy Ann Casto by deed of record in Instrument Number 200501050000409, part of that tract conveyed to Rebecca J. Dodderer by deed of record in Official Record 333, Page 861, being all of that 47.899 acre tract referenced in that Transfer on Death to Tracy Alan Dodderer, Timothy Joe Dodderer, Steven Todd Dodderer and Darcy Ann Casto by deed of record in Instrument Number 200501050000411, all of that 10.01 acre tract conveyed to Tracy A. Dodderer and Elizabeth A. Dodderer by deed of record in Official Record 682, Page 900, being all of that 27.014 and 4.659 acre tracts conveyed to Lorina Albbaugh, Trustee of "The Albbaugh Principle Protection Trust" dated June 8, 2017 by deed of record in Instrument Number 201707210015219, all of that 33.1900 acre tract conveyed to R. Mitchell Daniels and Denise R. Daniels by deed of record in Instrument Number 200602160004641, all of that 150.000 acre tract conveyed to R. Mitchell Daniels and Denise R. Daniels by deed of record in Instrument Number 200602160004642, all of that 1.101 acre tract conveyed to Timothy J. Dodderer by deed of record in Instrument Number 200310220051303, all of that 11.868 acre tract conveyed to Thomas W. Cook and Bette J. Cook Co-Trustees of the Thomas W. Cook Trust dated September 12, 2006 (1/2 interest) and Bette J. Cook and Thomas W. Cook Co-Trustees of the Bette J. Cook Trust Dated September 12, 2006 (1/2 Interest) by deed of record in Instrument Number 200610020028839, all of that 2.05 acre tract conveyed to 3304 Beech Road, LTD by deed of record in Instrument Number 201601110000508, all of that 10.936 acre tract conveyed to James S. Zablocki and Beverley J. Zablocki by deed of record in Instrument Number 200804010007322, all of that 4.447 acre tract conveyed to S. Todd Dodderer and Rhonda L. Dodderer by deed of record in Instrument Number 200109140033401, all of that 4.855 acre tract conveyed to David Lee Miller by deed of record in Instrument Number 201603110004804, all of that 42.336 acre tract conveyed to Kathleen Marie Shaw by deed of record in Official Record 180, Page 708, all of that 1 acre tract conveyed to Steven Todd Dodderer and Rhonda L. Dodderer by deed of record in Official Record 770, Page 166, all of that 49 acre tract conveyed to Steven Todd Dodderer and Rhonda L. Dodderer by deed of record in Official Record 636, Page 697, all of that 1.0 acre tract conveyed to Paul M. McDaniel and Susan K. Sohovich by deed of record in Deed Book 464, Page 667, all of that 1.366 acre tract conveyed to John Henry Grunkemeyer by deed of record in Instrument Number 201109140017139, and all of that 1.171 acre tract conveyed to Kevin Moore and Margie Moore by deed of record in Instrument Number 2006110900327892, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING, at the centerline intersection of Jug Street Road and Beech Road, being the southwesterly corner of said 47.899 acre tract, being an angle point in the City of New Albany Corporation Line established in Ordinance Number O-33-2010 and of record in Instrument Number 201011040022449;

Thence North 03° 18' 15" East, with said centerline of Beech Road, a distance of 2299.50 feet to a point in the corner common of said 10.936 acre tract and that 1.171 acre tract conveyed to Kristen M. Kropat and Susan E. Kropat by deed of record in Official Record 71, Page 852;

Thence South 86° 13' 05" East, with a line common to said 10.936 and 1.171 acre tracts, a distance of 333.81 feet to a point in the southeasterly corner of said 1.171 acre tract;

Thence North 03° 28' 24" East, continuing with said common line, a distance of 152.99 feet to a point in a corner common to said 1.171 and 1.171 acre tracts;

Thence North 86° 14' 47" West, with the line common to said 1.171 acre tracts, a distance of 334.26 feet to a point in the centerline of said Beech Road;

Thence North 03° 18' 15" East, with said centerline of Beech Road, a distance of 1826.77 feet to a point in the corner common of said 49 acre tract and that 50 acre tract conveyed to Hendren One, LLC by deed of record in Instrument Number 20130418009917

Thence South 85° 58' 34" East, with the line common to said 49 and 50 acre tracts, a distance of 2758.36 feet to a point in a corner common of said 49 and 50 acre tracts, lying in the westerly line that 53.979 acre tract conveyed to Henry S. Cook and Joyce A. Cook, Co-Trustee of the "Cook Family Trust No. 2", dated May 11th, 2012 by deed of record in Instrument Number 201212310031018;

Thence South 03° 19' 30" West, with the line common to said 49 and 53.979 acre tract, a distance of 804.68 feet to the corner common of said 49, 53.979 and 42.336 acre tracts;

Thence South 86° 32' 09" East, with the line common to said 27.014, 33.1900, 150.000 acre tracts and said 53.979 acre tract, that 53.979 acre tract conveyed to Mary L. Cook, Trustee of "The Mary L. Cook Trust No. 2", dated 11th day of May, 2012 by deed of record in Instrument Number 201212310031017, those Lots 11, 10, 9 and 8 of that subdivision entitled "Wagon Farms Section 2", of record in Plat Book 16, Pages 146 through 150, a distance of 2721.28 feet to the corner common of said 150.000 acre tract and said Lot 8, lying in the westerly line of that 128.851 acre tract conveyed to Robert A. Carr and Deborah B. Carr by deed of record in Instrument Number 201004060006281;

Thence South 03° 26' 09" West, with the line common to said 150.000 acre tract and said 128.851 acre tract, that 31.878 acre tract conveyed to Paul J. Roehrenbeck and Angela M. Roehrenbeck by deed of record in Instrument Number 199812290050206 and that 5.00 acre tract conveyed to Richard Lee Bando and Gwendolyn J. Bando by deed of record in Official Record 767, Page 293, a distance of 3461.70 feet to a point in the centerline of said Jug Street Road;

Thence North 86° 23' 12" West, with said centerline and said existing City of New Albany Corporation Line, a distance of 5471.25 feet to the POINT OF BEGINNING, containing 484.8 acres, more or less.

The above description and corresponding map were prepared from Licking County Auditor's GIS information, said description is not intended for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

ANNEXATION AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City and the Township share certain boundaries and therefore have a mutual interest in the general area found east of Beech Road, west of Clover Valley Road, north of Jug Street and south of Miller Road, as illustrated in Exhibit A and described in Exhibit B; and

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

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

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

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

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

Approved as to Form:

Mitchell Banchefsky,
Law Director

Jersey Township

By: _____
Kathie Frost, Trustee

By: _____
Ed Bright, Trustee

By: _____
Dan Wetzel, Trustee

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBITS A-1 and A-2

Depiction of the "Property"

EXHIBITS B-1 and B-2

Description of the "Property"