



ORDINANCE O-08-2021

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 6.7+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Aaron Underhill, Esq., David Hodge, Esq. and Eric Zartman, Esq., agents for petitioner, with the Licking County Development and Planning Department, on December 29, 2020, and

WHEREAS, the foregoing Resolution #107-263 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on January 12, 2021, 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, 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 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, 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 6.7+/- 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: Council of the City of New Albany hereby accepts the annexation of a 6.7+/-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 council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

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 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/05/2021
Introduced:	03/16/2021
Revised:	
Adopted:	04/06/2021
Effective:	05/06/2021

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

I certify that copies of Ordinance **O-08-2021** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on April 7, 2021.


Jennifer Mason, Clerk of Council

4/7/2021
Date

Exhibit A - O-08-2021

**PROPOSED ANNEXATION
6.7± ACRES**

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE: <i>11-5-20</i>	

Situated in the State of Ohio, County of Licking, Township of Jersey, in Section 16, Quarter Township 3, Township 2, Range 15, United States Military District, being comprised of all of those tracts of land conveyed to MBI Holdings, LLC by deeds of record in Instrument Numbers 202009280025352 and 202010270028724, (all references are to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southwesterly corner of that 7.838 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 200107180025705, the southeasterly corner of that 2.128 acre tract conveyed as Parcel No. 7-WDV2 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302, the northeasterly corner of that 0.853 acre tract conveyed as Parcel 30-WDV to Licking County by deed of record in Instrument Number 200511150036423, in the easterly right of way line of Beech Road, in the existing City of New Albany corporation line (as established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677);

Thence South 86° 28' 10" East, with said City of New Albany corporation line and the southerly line of said 7.838 acre tract, a distance of 382.77 feet to a point in the westerly line of that 22.10 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 200002110004512;

Thence with said corporation line and the boundary of said 22.10 acre tract the following courses and distances:

South 03° 06' 50" West, a distance of 557.90 feet to a point;

North 87° 01' 58" West, a distance of 183.70 feet to a point;

South 03° 24' 34" West, a distance of 312.07 feet to a point; and

North 86° 57' 08" West, a distance of 219.84 feet to a point in the easterly right-of-way line of said Beech Road, at the southeasterly corner of that 0.445 acre tract conveyed as Parcel No. 29-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200712120031620, the northeasterly corner of that 0.169 acre tract conveyed as Parcel No. 7-WDV1 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302, in the existing City of New Albany corporation line as (as established by Ordinance Number O-25-2016, of record in Instrument Number 201612050026920);

Thence with said corporation line and said easterly right of way line the following courses and distances:

North 02° 12' 30" East, a distance of 319.06 feet to a point;

North 04° 19' 40" East, a distance of 244.19 feet to a point; and

North 07° 13' 03" East, a distance of 311.11 feet to the POINT OF BEGINNING, containing 6.7 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

Date

[illegible]

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, which territory is said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

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.

Petition Received _____, 20
Board of Licking County Commissioners

Petition Approved _____ 20 _____

Commissioner _____

Commissioner _____

Commissioner _____

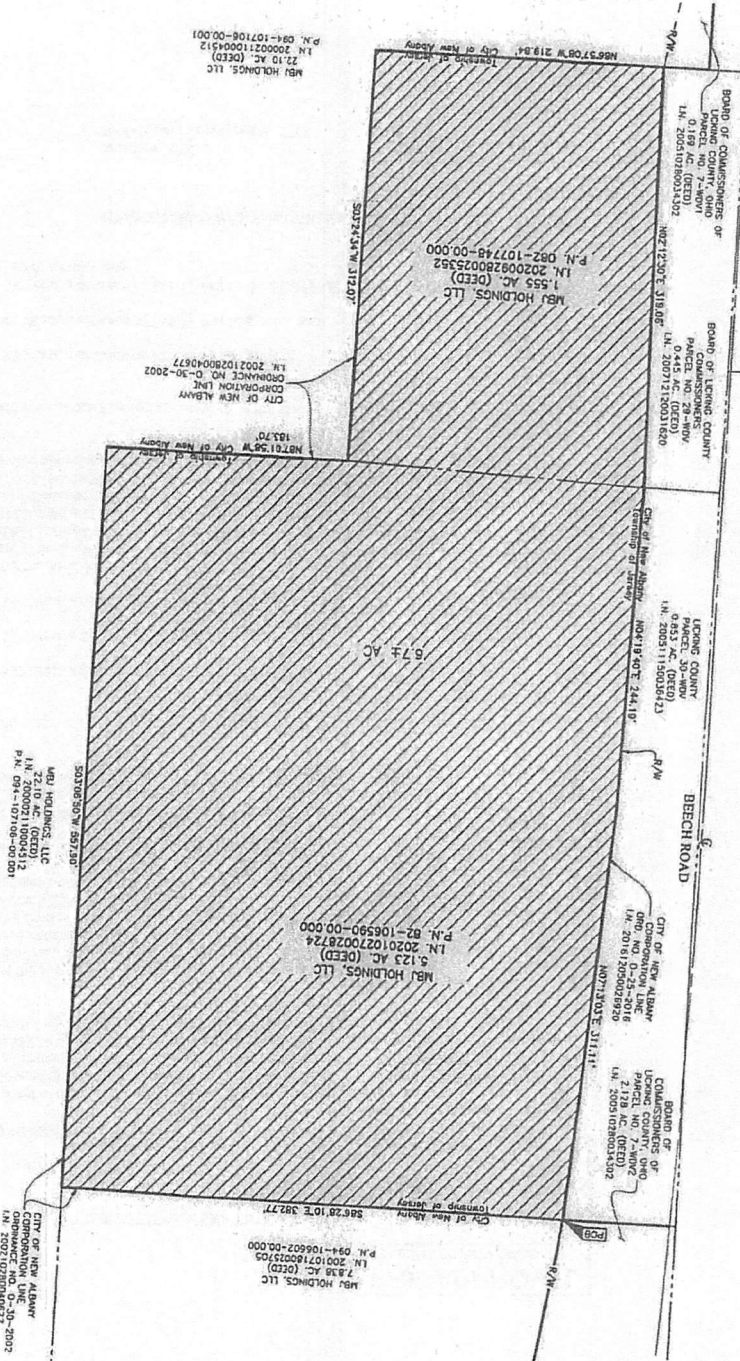
Transferred this _____ day of _____, 20 _____ upon the duplicates of this office.

Containing _____
Transmit Fee _____
_____ cents.

Received for Record 20 at (AM-PM) and recorded 20 in Plat Book Volume Page
Plat Fee Ordinance, etc. Fee
Licking County Auditor Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____, 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 _____
 Cert. City of New Albany

[illegible]

MBJ HOLDINGS, LLC
22.10 AC. (OEED)
I.N. 200002110004512
P.N. 094-107106-00 00

CITY OF NEW ALBANY
- CORPORATION LINE
ORDINANCE NO. O-30-2002
IN 200210280040672

Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emhl.com



ORDINANCE O-09-2021

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 25.8+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Aaron Underhill, Esq., David Hodge, Esq. and Eric Zartman, Esq., agents for petitioner, with the Licking County Development and Planning Department, on December 29, 2020, and

WHEREAS, the foregoing Resolution #107-264 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on January 12, 2021, 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-04-2018 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, 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 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, 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 25.8+/- 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: Council of the City of New Albany hereby accepts the annexation of a 25.8+/-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 council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

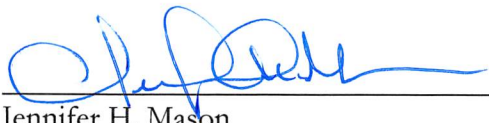
Section 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:

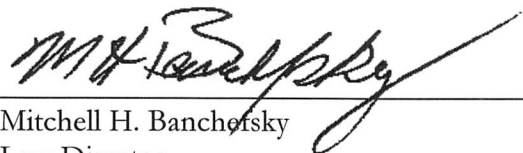


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/05/2021
Introduced:	03/16/2021
Revised:	
Adopted:	04/06/2021
Effective:	05/06/2021

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

I certify that copies of Ordinance **O-09-2021** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on April 7, 2021.



Jennifer H. Mason, Clerk of Council

4/7/2021
Date

**PROPOSED ANNEXATION
25.8± ACRES**

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE:	12-18-20

Situate in the State of Ohio, County of Licking, Township of Jersey, lying Farm Lots 18 and 31, Quarter Township 2, Township 2, Range 15, United States Military District, being all of that 5.954 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 606, Page 938, and that 20.005 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 466, Page 877, (all references refer to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Beech Road with Jug Street Road, being in the easterly line of Farm Lot 34, Quarter Township 2, Township 2, Range 15, at the common corner of said Farm Lot 31 and Farm Lot 30, Quarter Township 2, Township 2, Range 15, being in the westerly Corporation line of said City of New Albany, at the common corner of said Corporation line as established by Ordinance O-33-2010, of record in Instrument Number 201011040022449, and by Ordinance O-12-2019, of record in Instrument Number 201906210012317;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, partially with the northerly line of said Ordinance O-33-2010 and with the southerly line of said Ordinance O-12-2019, a distance of 2758.49 feet to the common corner of that 5.0268 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Official Record 671, Page 65, and said 5.954 acre tract, the TRUE POINT OF BEGINNING;

Thence South 86° 21' 46" East, with the centerline of said Jug Street Road, the northerly line of said 5.954 acre and 20.005 acre tracts, with said Corporation line (O-12-2019), a distance of 666.89 feet to the northerly common corner of said 20.005 acre tract and that 12.397 acre tract conveyed to Jatinder Singh Sethi and Preet Mohinder Singh Longia by deed of record in Instrument Number 201803070004271;

Thence South 03° 20' 02" West, with the line common to said 20.005 acre and 12.397 acre tracts, a distance of 1689.99 feet to a point in the northerly line of that 11.495 acre tract conveyed to Smith Mill Road, LLC by deed of record in Instrument Number 201502250003370, being in the Village of New Albany Corporation line established by O-30-2002, of record in Instrument Number 200210280040677;

Thence North 86° 17' 29" West, with the southerly line of said 20.005 acre tract, the northerly line of said 11.495 acre tract and a remainder of that 124.591 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200010300034307, with said Corporation line (O-30-2002), a distance of 672.33 feet to a point in the easterly line of that tract 5.906 acre tract conveyed to The Miller Jones Group, Ltd., by deed of record in Instrument Number 201302250005083, in said Corporation line (O-33-2010);

Thence North 04° 04' 36" East, with the line common to said 20.005 acre and 5.906 acre tracts, with said Corporation line (O-33-2010), a distance of 603.31 feet to the southeasterly corner of that 4.859 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Instrument Number 199907230030772;

Thence North 04° 04' 36" East, with the westerly line of said 20.005 and 5.954 acre tract, the easterly line of said 4.859 acre tract, a distance of 485.96 feet to the southeasterly corner of said 5.0268 acre tract;

Thence North 02° 30' 14" East, with the line common to said 5.954 and 5.0268 acre tracts, a distance of 600.00 feet to the TRUE POINT OF BEGINNING, containing 25.8 acres, more or less.

The above description and corresponding map were prepared from documents of record and said description is not intended for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

[Signature] 12/15/20
Heather L. King
Professional Surveyor No. 8307

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Herman/ManTrust Property Survey Services / 20201169-VS-AWMX-01

GRAPHIC SCALE (in feet)



Heather L. King
Professional Surveyor No. 830
hking@erahl.com

12/15/20
Date



ORDINANCE O-10-2021

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 13.193+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Aaron Underhill, Esq., David Hodge, Esq. and Eric Zartman, Esq., agents for petitioner, with the Licking County Development and Planning Department, on December 29, 2020, and

WHEREAS, the foregoing Resolution #107-265 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on January 12, 2021, 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-42-2020 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, 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 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, 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 13.193+/- 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: Council of the City of New Albany hereby accepts the annexation of a 13.193+/- 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 council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

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 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/05/2021
Introduced:	03/16/2021
Revised:	
Adopted:	04/06/2021
Effective:	05/06/2021

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

I certify that copies of Ordinance **O-10-2021** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on April 7, 2021.


Jennifer H. Mason, Clerk of Council

4/7/2021
Date

Exhibit A - O-10-2021

PROPOSED ANNEXATION
13.193 ACRES

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
APPROVED BY:	<i>[Signature]</i>
DATE:	11-13-21

Situated in the State of Ohio, County of Licking, Township of Jersey, in Section 14, Quarter Township 3, Township 2, Range 15, United States Military Lands, being part of that 14.510 acre tract of land conveyed to Edward L. Bright and Debbi S. Bright by deed of record in Official Record 318, Page 627, (all references refer to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of State Route 161 and Mink Street (County Road 41);

Thence North 88° 33' 16" West, with the centerline of said State Route 161, a distance of 1245.01 feet to the southeasterly corner of that 0.337 acre tract conveyed as Parcel 70-W1 to the State of Ohio by deed of record in Instrument Number 200703150006591, the southwesterly corner of that 1.488 acre tract conveyed as Parcel 73-W1 to the State of Ohio by deed of record in Instrument Number 200803160011426;

Thence North 03° 26' 31" East, with the common line of said 0.337 acre and 1.488 acre tracts, and with the common line of that 0.160 acre tract conveyed as Parcel 70-WDV to Licking County by deed of record in Instrument Number 200703150006591 and that 0.583 acre tract conveyed as Parcel 73-WDV to Licking County by deed of record in Instrument Number 200803160011426, partly with the existing City of New Albany corporation line (as established by Ordinance Number O-13-2016, of record in Instrument Number 201608100016925), a distance of 231.14 feet to a 1/4 inch rebar found at the northeasterly corner of said 0.160 acre tract, in the westerly line of that 6.255 acre tract conveyed to Mink Corner Holdings LLC by deed of record in Instrument Number 201406090010252, in the northerly limited access right of way line of Cobbs Road, the TRUE POINT OF BEGINNING for this description.

Thence North 83° 38' 47" West, with said limited access right of way line, a distance of 50.49 feet to a 1/4 inch iron pipe found at the northeasterly corner of that 0.627 acre tract conveyed as Parcel 69-WDV to Licking County by deed of record in Instrument Number 200608010022414;

Thence North 86° 33' 33" West, with said limited access right of way line, a distance of 189.99 feet to a 1/4 inch iron pipe found at the northwesterly corner of said 0.627 acre tract, in the easterly line of that 5.039 acre tract conveyed to Robert L. Lucas and Sandra M. Lucas, Trustees by deed of record in Instrument Number 201207130015618;

Thence North 03° 28' 28" East, with said easterly line, a distance of 209.84 feet to a 1/4 inch iron pipe found at the northeasterly corner of said 5.039 acre tract;

Thence North 66° 33' 03" West, with the northerly line of said 5.039 acre tract, a distance of 100.00 feet to a bent 1/4 inch iron pipe found at the southeasterly corner of that 15.894 acre tract conveyed to Mark L. Mayville, Geraldine Y. Mayville, Richard A. Needles and Theresa L. Love by deeds of record in Official Record 417, Page 537, Official Record 417, Page 535, Official Record 416, Page 209, and Deed Book 790, Page 643;

Thence North 03° 28' 41" East, with the easterly line of said 15.894 acre tract, a distance of 1696.67 feet to a 1/4 inch iron pipe found in the southerly line of that 162.114 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 201508210017779, in the existing City of New Albany corporation line (as established by Ordinance Number O-31-2015, of record in Instrument Number 20160107000270);

13.193 ACRES

-2-

Thence South $86^{\circ} 37' 29''$ East, with said southerly line and said corporation line, a distance of 296.14 feet to a $\frac{1}{4}$ inch iron pipe found at the northwesterly corner of that 16.944 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 201511050024177;

Thence South $02^{\circ} 58' 27''$ West, with the westerly line of said 16.944 acre, the westerly line of that 37.498 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 201603300006016, and said corporation line (passing $\frac{3}{4}$ inch iron pipe found at 299.69 feet) a total distance of 1400.53 feet to an iron pin set at the southwest corner of said 37.498 acre tract;

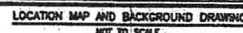
Thence South $83^{\circ} 36' 23''$ East, with the southerly line of said 37.498 acre tract and said corporation line, a distance of 31.69 feet to a $\frac{1}{4}$ inch iron pipe found at the northwesterly corner of said 6.255 acre tract;

Thence South $03^{\circ} 26' 31''$ West, with the westerly line of said 6.255 acre tract and said corporation line, a distance of 507.32 feet to the TRUE POINT OF BEGINNING, containing 13.193 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

Date



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N83°36'47"W	50.40'
L2	S83°36'23"E	31.69'

AREA TO BE ANNEXED
7777

PROPOSED CITY OF NEW ALBANY
CORPORATION LINE

EXISTING CITY OF NEW ALBANY
CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 4482.67 feet, of which 2235.68 feet is contiguous with the existing City of New Albany corporation line, giving 49.87% perimeter contiguity.

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

**Proposed Annexation
of 13.193 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

Pention Approved _____ 20__

Commissioner

Commission

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

Containing _____ screws.

Licking County Auditor

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

100.0 - 100.0


Ordinance, etc. Fee _____

Licking County Records

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

By Matthew A. Kirk Date _____
Professional Surveyor No. 7865
mkirk@cmls.com

			Date: November 5, 2020		
Project: Highway Rehabilitation of Valley Road Engineer: Christopher J. Williams, PE 3000 Hwy 40 West, Colorado, CO 80604 Phone: 303.440.1100 Fax: 303.440.1101 www.emht.com			Scale: 1" = 80' Job No: 2020-1033		
			Sheet: 1 of 1		
REVISIONS					
MARK	DATE	DESCRIPTION			
1	11/05/20	Added notes to sheet			
2	11/05/20	Added notes to sheet			
3	11/05/20	Added notes to sheet			
4	11/05/20	Added notes to sheet			
5	11/05/20	Added notes to sheet			
6	11/05/20	Added notes to sheet			
7	11/05/20	Added notes to sheet			
8	11/05/20	Added notes to sheet			
9	11/05/20	Added notes to sheet			
10	11/05/20	Added notes to sheet			
11	11/05/20	Added notes to sheet			
12	11/05/20	Added notes to sheet			
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ORDINANCE O-11-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 25.8 +/- ACRES OF LAND LOCATED AT 13607 AND 13525 JUG STREET FOR AN AREA TO BE KNOWN AS THE “JUG STREET SOUTH ZONING DISTRICT” FROM ITS CURRENT ZONING OF AGRICULTURAL (AG) TO LIMITED GENERAL EMPLOYMENT (L-GE) AS REQUESTED BY MBJ HOLDINGS LLC., c/o AARON UNDERHILL, ESQ.

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

WHEREAS, the Planning Commission and council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance; and

WHEREAS, pursuant to the application by MBJ Holdings LLC, c/o Aaron Underhill, Esq., the Planning Commission has reviewed the proposed ordinance amendment and recommended its approval.

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

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

A. A 25.8 ± acre area of land located at 13607 and 13525 Jug Street (PIDs: 037-111498-00.000 and 037-111498-00.001) for an area to be known as the “The Jug Street South Zoning District” from its current zoning of Agricultural District (AG) to Limited General Employment District (L-GE).

B. The zoning district’s limitation text and boundary map are hereby attached and marked Exhibit A.

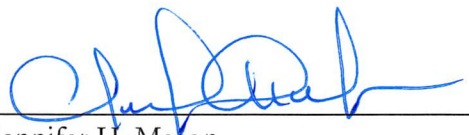
Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/03/2021
Introduced:	03/16/2021
Revised:	
Adopted:	04/06/2021
Effective:	05/06/2021

JUG STREET SOUTH ZONING DISTRICT

LIMITATION (L-GE) TEXT

MARCH 2, 2021

The Jug Street South Zoning District (hereinafter, the “Zoning District”) consists of 25.8+/- acres located to the south of and adjacent to Jug Street and approximately midway between Beech Road on the west and Harrison Road on the east. This rezoning serves to extend the same or similar zoning and development standards to property being annexed to the City as currently apply to much of the developed and undeveloped land in its general vicinity.

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

II. 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:

- A. Industrial product sales (See Section 1153.03(a)(1));
- B. Industrial service (See Section 1153.03(a)(2));
- C. Mini-warehouses (See Section 1153.03(a)(4)(c)). For purposes of clarification, this prohibition only applies to such facilities that are made available for rental to the general public;
- D. 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;
- E. Vehicle services (See Section 1153.03(b)(4));
- F. Radio/television broadcast facilities (See Section 1153.03(c)(1));
- G. Sexually-oriented businesses (See Section 1153.03(c)(3)); and
- H. Off-premises signs (See Section 1153.03(c)(2)).

III. Lot and Setback Commitments:

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

B. Setbacks:

1. Jug Street: There shall be a minimum pavement setback of 50 feet and a minimum building setback of 100 feet from the Jug Street right-of-way.

2. Perimeter Boundaries: There shall be a minimum pavement and building setback of 25 feet from any perimeter boundary of this Zoning District that is not adjacent to a public right-of-way, except that the minimum pavement and building setback from perimeter boundaries of this Zoning District that are adjacent to property with a zoning classification that permits residential uses shall be 50 feet.

3. Elimination of Setbacks: In the event that a parcel located within this Zoning

District and an adjacent parcel located within or outside of this Zoning District (i) come under common ownership or control, (ii) are zoned to allow compatible non-residential uses, and (iii) 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.

IV. Architectural Standards:

A. Building Height: The maximum building height for structures in this Zoning District shall be 65 feet, subject to Section 1165.03 of the Codified Ordinances.

B. Service and Loading Areas: Service areas and loading areas shall be screened in accordance with the Codified Ordinances.

C. Building Design:

1. Building designs shall not mix architectural elements or ornamentation from different styles.
2. Buildings shall be required to employ a comparable use of materials on all elevations.
3. The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.
4. For office buildings and complexes, achieving a human or pedestrian scale 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.
5. All elevations of a building that are visible from a public right-of-way shall receive similar treatment in terms of style, materials, and design so that such elevations are not of a lesser visual character than any other.
6. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.
7. Elements such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
8. 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. Accessory structures, generators, storage tanks, trash receptacles or any other similar improvement must be located behind a building façade that does not front on a public right-of-way.

D. Building Form:

1. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
2. Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. In non-stylistic contemporary designs, low or flat roofs may be employed. Roof visibility shall be minimized.

E. Materials:

1. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.
2. Prefabricated metal buildings and untreated masonry block structures are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.
3. Generally, the quantity of materials selected for a building shall be minimized.
4. Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.
5. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed to accommodate certain uses are not governed by the City's Design Guidelines and Requirements (DGRs). For example, buildings that are constructed for the operation of warehousing and/or distribution uses are not subject to the DGRs and can present challenges in meeting the community standard for architectural design. Such buildings are necessarily large and typically include long walls that together form a square or rectangular box. The goal for the development of buildings that are not subject to the DGRs is to balance the practical needs of these buildings with the desire to provide exterior designs that are attractive and complimentary to the architecture that will be found elsewhere in this Zoning District.

Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings that are not subject to the DGRs in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these standards are meant to allow for some flexibility to encourage innovative design provided that the spirit and intent of these provisions are met.

In conjunction with an application for a certificate of appropriateness for each building or structure in this Zoning District that is not subject to or governed by the DGRs, 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:

a. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while taking into account the unique nature of the use(s) that will be found therein.

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

c. 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.

d. 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.

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

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

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

A. Street Improvements: The developer shall work with the City Manager or his designee to determine the appropriate timing and phasing of street improvements at entrances from Jug Street and, if any portion of this zoning district is combined with the intervening tract of real property between this zoning district and the right-of-way of Smith's Mill Road, at entrances from Smith's Mill Road.

B. Access Points: Subject to other provisions in this text, on public rights-of-way which exist on the date of this text the number, locations, and spacing of curbcuts shall be determined and approved by the City Manager or his designee in consultation with the developer at the time that a certificate of appropriateness is issued for a project in this Zoning District. Primary vehicular access to and from this Zoning District shall occur from Smith's Mill Road if property within this Zoning District is combined into a single parcel with adjacent property located to the south which has frontage on Smith's Mill Road. In this circumstance, secondary vehicular access to and from this Zoning District may occur from Jug Street. Should such a combination of properties not occur, then primary vehicular access to and from this Zoning District shall be from Jug Street.

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

D. Right-of-Way: The developer shall dedicate right-of-way for Jug Street to the City for a distance of 30 feet as measured from the centerline of Jug Street.

VI. Buffering, Landscaping, Open Space, and Screening: A landscaping plan shall be approved as part of the City's review of a certificate of appropriateness application for each portion of this Zoning District that is proposed for development. The following landscaping requirements shall apply to this Zoning District:

A. 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.

B. Landscaping Along Jug Street: Within the required minimum pavement setback along Jug Street, the developer shall use reasonable efforts within the context of the site development plan to preserve existing trees to provide a buffer between the public street and development within this Zoning District. If reasonable efforts cannot be made to preserve trees within the buffer, an additional 1 tree per 25 feet of frontage are required to be installed in addition to the street trees required. Landscaping within the pavement setback shall be coordinated and consistent. 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.

C. A standard New Albany white four-board horse fence may (but shall not be required to) be provided within the public right-of-way.

D. Stormwater Management: Wet and dry stormwater basins shall conform to the standards set forth in Section 1171.08 of the Codified Ordinances of the City of New Albany.

E. Landscaping Required Adjacent to Residential Uses: Within the required pavement setbacks from the eastern and western perimeter boundary lines of this Zoning District, mounding or trees (or some combination thereof) shall be installed to provide an opacity of at least 75% on the date that is five (5) years after installation to a total height of ten (10) feet above ground when viewed from adjacent off-site property. Existing trees may be utilized to meet this opacity requirement.

F. Street Trees: A street tree row shall be established along Jug Street and shall contain one (1) tree for every thirty (30) feet of road frontage. Trees may be grouped or regularly spaced. Street trees shall be located within the right-of-way. 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.

G. Parking Areas: Within this Zoning District, there shall be no less than one (1) tree planted for every ten (10) parking spaces located therein. At least five percent (5%) of the vehicular use area shall be landscaped or green space (or treed areas). Parking lots shall be designed to accommodate parking lot islands with tree(s) at the end of parking aisles.

Pedestrian Circulation: An 8-foot-wide asphalt leisure trail is required to be installed along the Jug Street frontage of the site.

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

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

VII. Lighting:

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

B. All parking lot lighting shall be of the same light source type and style. Building, pedestrian, and landscape lighting may be incandescent or metal halide, or may be LED if the LED lighting temperature is at least 4,000 Kelvin and no more than 6,000 Kelvin to ensure that the lighting color is white.

C. 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.

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

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

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

G. Street lighting must meet the City standards and specifications.

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

IX. Utilities: All new utilities installed solely to serve this Zoning District shall be installed underground.

Legal Description

25.8± ACRES

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

Situate in the State of Ohio, County of Licking, Township of Jersey, lying Farm Lots 18 and 31, Quarter Township 2, Range 15, United States Military District, being all of that 5.954 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 606, Page 938, and that 20.005 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 466, Page 877, (all references refer to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Beech Road with Jug Street Road, being in the easterly line of Farm Lot 34, Quarter Township 2, Range 15, at the common corner of said Farm Lot 31 and Farm Lot 30, Quarter Township 2, Range 15, being in the westerly Corporation line of said City of New Albany, at the common corner of said Corporation line as established by Ordinance O-33-2010, of record in Instrument Number 201011040022449, and by Ordinance O-12-2019, of record in Instrument Number 201906210012317;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, partially with the northerly line of said Ordinance O-33-2010 and with the southerly line of said Ordinance O-12-2019, a distance of 2758.49 feet to the common corner of that 5.0268 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Official Record 671, Page 65, and said 5.954 acre tract, the TRUE POINT OF BEGINNING;

Thence South 86° 21' 46" East, with the centerline of said Jug Street Road, the northerly line of said 5.954 acre and 20.005 acre tracts, with said Corporation line (O-12-2019), a distance of 666.89 feet to the northerly common corner of said 20.005 acre tract and that 12.397 acre tract conveyed to Jatinder Singh Sethi and Preet Mohinder Singh Longia by deed of record in Instrument Number 2018030700004271;

Thence South 03° 20' 02" West, with the line common to said 20.005 acre and 12.397 acre tracts, a distance of 1689.99 feet to a point in the northerly line of that 11.495 acre tract conveyed to Smith Mill Road, LLC by deed of record in Instrument Number 201502250003370, being in the Village of New Albany Corporation line established by O-30-2002, of record in Instrument Number 200210280040677;

Thence North 86° 17' 29" West, with the southerly line of said 20.005 acre tract, the northerly line of said 11.495 acre tract and a remainder of that 124.591 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 200010300034307, with said Corporation line (O-30-2002), a distance of 672.33 feet to a point in the easterly line of that tract 5.906 acre tract conveyed to The Miller Jones Group, Ltd., by deed of record in Instrument Number 201302250005083, in said Corporation line (O-33-2010);

Thence North 04° 04' 36" East, with the line common to said 20.005 acre and 5.906 acre tracts, with said Corporation line (O-33-2010), a distance of 603.31 feet to the southeasterly corner of that 4.859 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Instrument Number 199907230030772;

Thence North 04° 04' 36" East, with the westerly line of said 20.005 acre and 5.954 acre tract, the easterly line of said 4.859 acre tract, a distance of 485.96 feet to the southeasterly corner of said 5.0268 acre tract;

Thence North 02° 30' 14" East, with the line common to said 5.954 and 5.0268 acre tracts, a distance of 600.00 feet to the TRUE POINT OF BEGINNING, containing 25.8 acres, more or less.

The above description and corresponding map were prepared from documents of record and said description is not intended for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

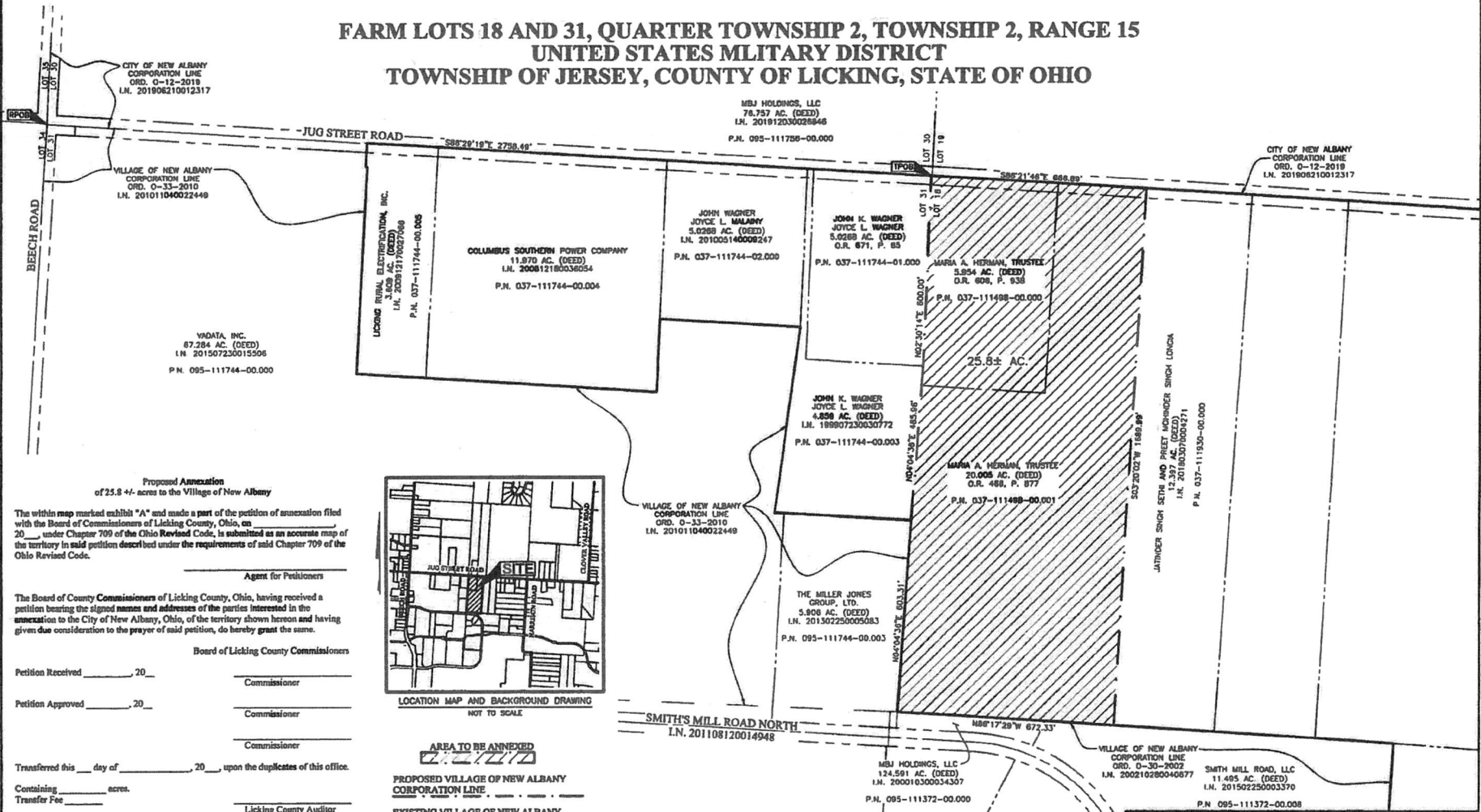
Heather L. King
Professional Surveyor No. 8307

12/15/20



ZONING MAP

FARM LOTS 18 AND 31, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



Proposed Annexation
of 25.8 ± acres to the Village of New Albany

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

Agent for Petitioners _____

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

Board of Licking County Commissioners

Petition Received _____, 20____ Commissioner _____

Petition Approved _____, 20____ Commissioner _____

Commissioner _____

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

Containing _____ acres.

Transfer Fee _____ Licking County Auditor _____

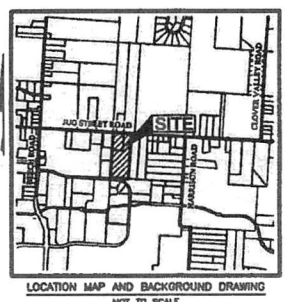
Received for Record _____, 20____ at _____ (AM-PM) and recorded _____, 20____, in plat ordinance, petition, etc. in Plat Book Volume _____ Page _____

Plat Fee _____ Licking County Recorder _____

Ordinance, etc. Fee _____

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 VILLAGE OF NEW ALBANY CORPORATION LINE

EXISTING VILLAGE OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 4718.48 feet, of which 1942.53 feet is contiguous with the Village of New Albany by Ordinance Numbers 0-12-2019, 0-30-2002, and 0-33-2010, giving 41.2% perimeter contiguity.

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

GRAPHIC SCALE (in feet)
200 0 200 400



Heather L. King
Professional Surveyor No. 8307
hking@emht.com

12/15/20
Date

EMHT		Date: December 9, 2020
Events, Measurement, Hatching & Tiling, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43204 Phone: 614.778.4000 Fax: 614.778.9448 emht.com		Scale: 1" = 200'
Job No: 2020-1169		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION



ORDINANCE O-12-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 13.193 +/- ACRES OF LAND LOCATED AT 12746 COBBS ROAD FOR AN AREA TO BE KNOWN AS THE “MINK INTERCHANGE EXPANSION ZONING DISTRICT” FROM ITS CURRENT ZONING OF AGRICULTURAL (AG) TO LIMITED GENERAL EMPLOYMENT (L-GE) AS REQUESTED BY MBJ HOLDINGS LLC., c/o AARON UNDERHILL, ESQ.

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

WHEREAS, the Planning Commission and council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance; and

WHEREAS, pursuant to the application by MBJ Holdings LLC, c/o Aaron Underhill, Esq., the Planning Commission has reviewed the proposed ordinance amendment and recommended its approval.

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

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

- A. A 13.193 ± acre area of land located at 12746 Cobbs Road (PID: 035-107400-09.000) for an area to be known as the “Mink Interchange Expansion Zoning District” from its current zoning of Agricultural District (AG) to Limited General Employment District (L-GE).
- B. The zoning district’s limitation text and boundary map are hereby attached and marked Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.


CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared: 03/03/2021

Introduced: 03/16/2021

Revised:

Adopted: 04/06/2021

Effective: 05/06/2021

MINK INTERCHANGE ZONING DISTRICT EXPANSION

LIMITATION (L-GE) TEXT

MARCH 2, 2021

I. SUMMARY:

A. Introduction: The applicant, MJB Holdings, LLC, is in contract to purchase 13.193+/- acres of real property located to the north of and adjacent to Cobbs Road and generally to the west of the Mink Street interchange in Licking County. Concurrently with this zoning, the applicant and the property owner are pursuing the annexation of this land to the City. This zoning text will govern the use and development of this property.

The applicant owns property to the north and northwest of and adjacent to the property that is the subject of this application. These adjacent parcels were zoned upon their annexation approximately five years ago into the Mink Interchange Zoning District. That zoning allows two types of uses: Retail and service-related uses which are typically located near a freeway interchange, and GE, General Employment District uses as provided in the Codified Ordinances, with limitations and requirements as set forth in a zoning text. This rezoning is intended to extend only the GE, General Employment use rights from the Mink Interchange Zoning District to the property that is included in the current application, and does not propose to extend the retail and service-related use rights which apply to the previously created zoning district. The development standards contained in this text are meant to serve as an extension of the development standards that currently apply to the adjacent parcels.

II. DEVELOPMENT STANDARDS: Unless otherwise specified in this written text, the development standards of Part Eleven of the Codified Ordinances of the City of New Albany shall apply to this zoning district. 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.

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

1. Industrial product sales (See Section 1153.03(a)(1));
2. Industrial service (See Section 1153.03(a)(2));
3. Mini-warehouses (See Section 1153.03(a)(4)(c)). For purposes of clarification, this prohibition applies only to such facilities that are made available for rental to the general public.
4. Personal service (See Section 1153.03(b)(2)) and retail product sales and service (See Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this Zoning District;
5. Vehicle services (See Section 1153.03(b)(4));
6. Radio/television broadcast facilities (See Section 1153.03(c)(1)); and
7. Sexually-oriented businesses (See Section 1153.03(c)(3)).
8. Off-premises signs (See Section 1153.03(c)(2)).

B. Setbacks; Lot Coverage:

1. **State Route 161/Cobbs Road:** There shall be a minimum pavement and building setback of 90 feet from the State Route 161 and Cobbs Road right-of-way.
2. **Perimeter Setbacks:** There shall be a minimum pavement and building setback of 50 feet from the western perimeter boundary of this zoning district. There shall be a minimum pavement setback of 25 feet and a minimum building setback of 50 feet from the eastern perimeter boundary of this zoning district. There shall be a minimum pavement and building setback of 25 feet from all other perimeter boundaries of this zoning district.
3. **Elimination of Setbacks:** In the event that a parcel located within this 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.
4. **Lot Coverage:** There shall be a maximum lot coverage of 75% in this subarea.

C. Architectural Standards:

1. **Building Height:** The maximum building height for structures shall not exceed 65 feet, subject to Section 1165.03 of the Codified Ordinances.
2. **Service and Loading Areas:** Service areas and loading areas shall be screened in accordance with the Codified Ordinances.
3. **Building Design:**
 - a. Building designs shall not mix architectural elements or ornamentation from different styles.
 - b. Buildings shall be required to employ a comparable use of materials on all elevations.
 - c. The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.
 - d. For office buildings and complexes, achieving a human or pedestrian scale is of less concern. When achieving such a scale is desired, it may be achieved by careful attention to width of facades, size and spacing of window and door openings, and floor to floor heights on exterior walls.
 - e. All elevations of a building that are visible from a public right-of-way shall receive similar treatment in terms of style, materials, and design so that such elevations are not of a lesser visual character than any other.
 - f. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common

elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.

g. 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.

h. 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. Accessory structures, generators, storage tanks, trash receptacles or any other similar improvement must be located behind a building façade that does not front in a public right-of-way.

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, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.

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

c. Generally, the quantity of materials selected for a building shall be minimized.

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. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to

screen the equipment from off-site view and to buffer sound generated by such equipment.

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

Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings that are not subject to the DGRs in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these standards are meant to allow for some flexibility to encourage innovative design provided that the spirit and intent of these provisions are met.

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

- i. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while taking into account the unique nature of the use(s) that will be found therein.
- ii. Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include, but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height.
- iii. The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.

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

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

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

1. Right-of-Way: No additional public street right-of-way shall be required to be dedicated to the City from this zoning district.

2. Access Points: The number, locations, and spacing of curbcuts on public rights-of-way shall be determined and approved prior to the issuance of a certificate of appropriateness for each development project in this zoning district. Primary vehicular access to and from this Zoning District shall occur from Innovation Campus Way if property within this Zoning District is combined into a single parcel with adjacent property located to the north or east which has frontage on Innovation Campus Way. In this circumstance, secondary vehicular access to and from this Zoning District may occur from Cobbs Road. Should such a combination of properties not occur, then primary vehicular access to and from this Zoning District shall be from Cobbs Road.

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

E. Buffering, Landscaping, Open Space, and Screening: A landscaping plan shall be approved as part of the City's review of a certificate of appropriateness application for each portion of this subarea that is proposed for development. The following landscaping requirements shall apply to this Zoning District:

1. Tree Preservation: Standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

2. Screening of Parking: A landscape buffer to screen parking areas shall be located within the pavement setback along all public rights-of-way. This buffer may contain landscape material, mounding, or a combination of both and shall have a minimum height of 4 feet and a minimum opacity of 75%. A four-board white horse fence may be located within or near the right-of-way along Cobbs Road.

3. Stormwater Management: Wet and dry stormwater basins shall conform to the standards set forth in Section 1171.08 of the Codified Ordinances of the City of New Albany.

4. Street Trees: A street tree row shall be established along Cobbs Road at a rate of one tree per 30 feet of road frontage. Street tree locations shall be shown on certificate of appropriateness plans for City review and approval. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.

5. Pedestrian Circulation: An 8-foot-wide asphalt leisure trail shall be provided along the

zoning district's frontage on Cobbs Road unless a fee-in-lieu of constructing the leisure trail is paid to the City after being approved in accordance with relevant procedures in the Codified Ordinances.

6. Minimum On-Site Tree Sizes: Unless otherwise set forth in this zoning text, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for ornamental trees, and thirty (30) inches in height for shrubs. Street trees may be grouped or regularly spaced. Minimum street tree size at installation shall be three (3) caliper inches. Caliper shall be measured six (6) inches above grade.

F. Lighting:

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

2. All parking lot lighting shall be of the same light source type and style. Building, pedestrian, and landscape lighting may be incandescent or metal halide, or may be LED if the LED lighting temperature is at least 4,000 Kelvin and no more than 6,000 Kelvin to ensure that the lighting color is white.

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

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

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

7. Street lighting must meet City standards and specifications.

G. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany, unless otherwise stated below.

H. Utilities: All new utilities installed solely to serve this Zoning District shall be installed underground.

Legal Description

13.193 ACRES

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
APPROVED BY:	<i>[Signature]</i>
DATE:	11-13-20

Situated in the State of Ohio, County of Licking, Township of Jersey, in Section 14, Quarter Township 3, Township 2, Range 15, United States Military Lands, being part of that 14.510 acre tract of land conveyed to Edward L. Bright and Debbi S. Bright by deed of record in Official Record 318, Page 627, (all references refer to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of State Route 161 and Mink Street (County Road 41);

Thence North 88° 33' 16" West, with the centerline of said State Route 161, a distance of 1245.01 feet to the southeasterly corner of that 0.337 acre tract conveyed as Parcel 70-WL to the State of Ohio by deed of record in Instrument Number 200703150006591, the southwesterly corner of that 1.488 acre tract conveyed as Parcel 73-WL to the State of Ohio by deed of record in Instrument Number 200805160011426;

Thence North 03° 26' 31" East, with the common line of said 0.337 acre and 1.488 acre tracts, and with the common line of that 0.160 acre tract conveyed as Parcel 70-WDV to Licking County by deed of record in Instrument Number 200703150006591 and that 0.585 acre tract conveyed as Parcel 73-WDV to Licking County by deed of record in Instrument Number 200805160011426, partly with the existing City of New Albany corporation line (as established by Ordinance Number O-13-2016, of record in Instrument Number 201608100016925), a distance of 231.14 feet to a ½ inch rebar found at the northeasterly corner of said 0.160 acre tract, in the westerly line of that 6.255 acre tract conveyed to Mink Corner Holdings LLC by deed of record in Instrument Number 201406090010252, in the northerly limited access right of way line of Cobbs Road, the TRUE POINT OF BEGINNING for this description.

Thence North 83° 38' 47" West, with said limited access right of way line, a distance of 50.49 feet to a ¼ inch iron pipe found at the northeasterly corner of that 0.627 acre tract conveyed as Parcel 69-WDV to Licking County by deed of record in Instrument Number 200608010022414;

Thence North 86° 33' 33" West, with said limited access right of way line, a distance of 189.99 feet to a ¼ inch iron pipe found at the northwesterly corner of said 0.627 acre tract, in the easterly line of that 5.039 acre tract conveyed to Robert L. Lucas and Sandra M. Lucas, Trustees by deed of record in Instrument Number 201207130015618;

Thence North 03° 28' 28" East, with said easterly line, a distance of 209.84 feet to a ¼ inch iron pipe found at the northeasterly corner of said 5.039 acre tract;

Thence North 86° 33' 03" West, with the northerly line of said 5.039 acre tract, a distance of 100.00 feet to a bent ¼ inch iron pipe found at the southeasterly corner of that 15.894 acre tract conveyed to Mark L. Mayville, Geraldine Y. Mayville, Richard A. Needles and Theresa L. Love by deeds of record in Official Record 417, Page 537, Official Record 417, Page 535, Official Record 416, Page 209, and Deed Book 790, Page 643;

Thence North 03° 28' 41" East, with the easterly line of said 15.894 acre tract, a distance of 1696.67 feet to a ¼ inch iron pipe found in the southerly line of that 162.114 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201508210017779, in the existing City of New Albany corporation line (as established by Ordinance Number O-31-2015, of record in Instrument Number 201601070000270);

13.193 ACRES

-2-

Thence South $86^{\circ} 37' 29''$ East, with said southerly line and said corporation line, a distance of 296.14 feet to a $\frac{1}{4}$ inch iron pipe found at the northwesterly corner of that 16.944 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201511050024177;

Thence South $02^{\circ} 58' 27''$ West, with the westerly line of said 16.944 acre, the westerly line of that 37.498 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201603300006016, and said corporation line (passing $\frac{3}{4}$ inch iron pipe found at 299.69 feet) a total distance of 1400.53 feet to an iron pin set at the southwesterly corner of said 37.498 acre tract;

Thence South $83^{\circ} 36' 23''$ East, with the southerly line of said 37.498 acre tract and said corporation line, a distance of 31.69 feet to a $\frac{1}{4}$ inch iron pipe found at the northwesterly corner of said 6.255 acre tract;

Thence South $03^{\circ} 26' 31''$ West, with the westerly line of said 6.255 acre tract and said corporation line, a distance of 507.32 feet to the TRUE POINT OF BEGINNING, containing 13.193 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

Date

ZONING MAP

SECTION 14, QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

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 4482.67 feet, of which
2335.68 feet is contiguous with the existing City of New Albany
corporation line, giving 49.87% perimeter contiguity.

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

Proposed Annexation
of 13.193 acres to the City of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

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

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

Containing _____ acres.
Transfer Fee _____
Licking County Auditor

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

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

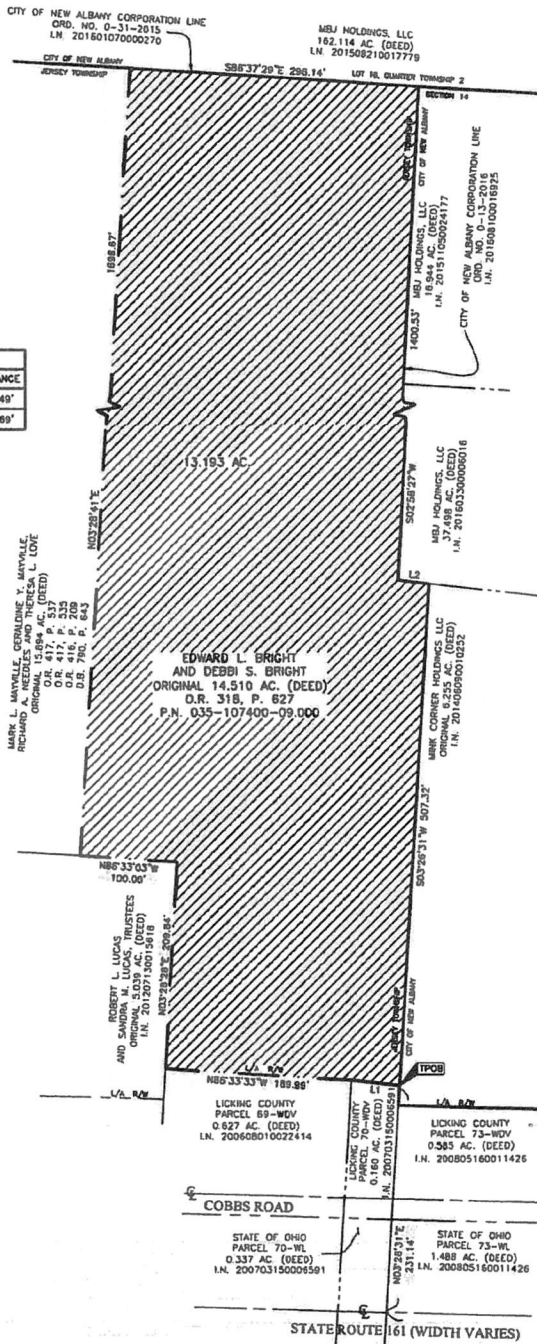
Council for the City of New Albany, Ohio, by ordinance _____ passed _____,
20____, and approved by the mayor on _____, 20____, did accept the territory
shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest _____
Clerk, City of New Albany

By _____ Date _____
Matthew A. Kirk
Professional Surveyor No. 7855
mkirk@emh.com

EMHT		Date: November 5, 2020
Survey, Mapping, Hydrographic & Tidal, Inc. Engineers • Surveyors • Planners • Architects 5000 New Albany Road, Columbus, OH 43204 Phone: 614-778-4800 Fax: 614-778-4848 www.emh.com		Scale: 1" = 80'
		Job No: 2020-1033
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N83°38'47"W	50.49'
L2	S83°38'23"E	31.89'





ORDINANCE O-13-2021

AN ORDINANCE TO ACCEPT A 1.633 ACRE CONSERVATION EASEMENT AS REQUESTED BY AMERICAN ELECTRIC POWER COMPANY

WHEREAS, American Electric Power Company has obtained permits from the Ohio EPA and U.S. Army Corps of Engineers that require the protection of certain wetlands and watercourses in the general vicinity of the city of New Albany; and,

WHEREAS, to protect these environmentally sensitive land areas, the permits require them to be encumbered within a conservation easement; and,

WHEREAS, a public entity must be the recipient (grantee) of such easements in order to ensure that the purposes of the easements are fulfilled; and,

WHEREAS, the city will be the recipient (grantee) of conservation easements totaling 1.633 acres; and,

WHEREAS, the city will benefit from this dedication of conservation easement.

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 accept the conservation easement totaling 1.633 acres as described and depicted on Exhibit A.


Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

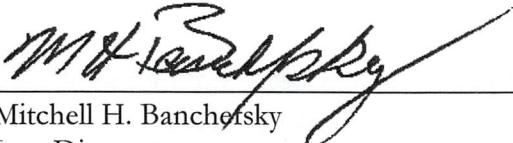
CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared: 03/05/2021

Introduced: 03/16/2021

Revised:

Adopted: 04/06/2021

Effective: 05/06/2021

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement ("Agreement") is made to be effective on the last date of signature below (the "Effective Date"), by and between **AMERICAN ELECTRIC POWER COMPANY.**, an Ohio corporation having its address at 1 Riverside Plaza, Columbus, Ohio 43215 ("Grantor"), and the **CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as Licking County Auditor's Tax Parcel Number 094-106404-00.002 and being more particularly described in Instrument Number 201904220007371, which is of record with the Recorder's Office, Licking County, Ohio (the "Property"); and

WHEREAS, the Property contains perennial streams, intermittent streams, ephemeral streams, and wetlands under the regulatory jurisdiction of the U.S. Army Corps of Engineers ("USACE"), Huntington District, pursuant to Section 404 of the Clean Water Act (see Preliminary Jurisdictional Determination issued by the U.S. Army Corps of Engineers on February 18, 2020 (LHR-2018-930-SCR-Rhodes Ditch); and

WHEREAS, in order to develop and locate a utility substation ("Station") to serve customers in the New Albany, Ohio area, Grantor purchased the Property from a Developer who, in connection with the initial site preparation and development of the Station on the Property had impacted wetlands under the authority granted by the USACE's Nationwide Permit 39; and

WHEREAS, Grantor's expansion of the Station necessitated filling and modifying portions of a former golf course pond and its ditch outlet, which resulted in the need to obtain an individual 404 permit from the USACE and 401 Water Quality Certification Ohio EPA Number 206843A ("401 WQC") from Ohio EPA ("OEPA"); and

WHEREAS, as a condition of OEPA's issuance of its 401 WQC, OEPA requested compensatory mitigation for the cumulative impacts to wetlands resulting from Grantor's and Developer's combined development efforts on the Property; and

WHEREAS, Grantor and OEPA agree that compensatory mitigation could be identified on the Property and protected in perpetuity through the declaration of a Conservation Easement; and

WHEREAS, Grantor desires to convey to Grantee the right to preserve and protect, in perpetuity, the conservation values of that limited portion of the Property that is generally depicted in **Exhibit A** attached hereto and made a part hereof and is more particularly described in **Exhibit B** attached hereto and made a part hereof (the "**Conservation Easement Area**") encompassing approximately 1.633 Acres; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT:

1. **Grant of Easement:** Grantor hereby grants and conveys to Grantee an estate, interest, and easement in and to the Conservation Easement Area of the nature and character and to the extent hereinafter expressed (the "**Conservation Easement**"), to be and to constitute a servitude upon that portion of the Property located within the boundaries of the Conservation Easement Area, which estate, interest, and easement will result from the covenants and restrictions set forth herein. To this end and for the purpose of accomplishing the intent of the parties hereto, Grantor covenants with and for the benefit of Grantee, on behalf of Grantor, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Conservation Easement Area, the various acts hereinafter described.

2. **Term of Easement:** The Conservation Easement granted hereunder shall be perpetual to the extent permitted by law and shall have no expiration date

3. **Conservation Values:** The Conservation Easement Area possesses substantial value in conserving and protecting the physical, biological, chemical and overall ecological integrity of the real property that it encompasses and is important in the protection of the existing or designed use of the waters of the State of Ohio pursuant to Section 303 of the Clean Water Act, 33 U.S.C Section 1313 and Section 6111.041 of the Ohio Water Pollution Control Act The specific conservation values (hereinafter "Conservation Values") of the Property have been documented in correspondence dated December 1, 2020 entitled "Response to 401 WQC Application Comments" (Mitigation Plan").

4. **Prohibited Actions:** Any activity on or use of the Conservation Easement Area that is inconsistent with the purposes of the Conservation Easement or detrimental to the Conservation Values expressed herein is strictly prohibited. By way of example, and not of limitation, the following activities and uses are prohibited within the Conservation Easement Area, except as permitted or required by the Permit or Mitigation Plan, or except as set forth, below:

- a. **Division:** Any division or subdivision of the Conservation Easement Area is prohibited;

- b. Commercial Activities: Commercial development or industrial activity on the Covenant Area is prohibited, except as otherwise permitted herein;
- c. Construction: The placement or construction of any new man-made modifications such as buildings, structures, fences, permanent roads and parking lots on the Conservation Easement Area is prohibited, other than overhead and underground electric and communication lines (including temporary access roads and temporary crossings for construction and maintenance activities of said lines);
- d. Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Conservation Easement Area is prohibited, other than the removal or control of invasive and noxious species, the control of vegetation necessary to protect and operate the Station Facilities, and other control activities that are set forth in the revegetation plan approved by the OEPA (**Exhibit C**);
- e. Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Conservation Easement Area, or doing any act that would alter the topography of the Property shall be prohibited, except as otherwise required for construction or maintenance authorized pursuant to paragraphs c or h of this section;
- f. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Conservation Easement Area;
- g. Recreational Trails and Vehicles: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation in the Conservation Easement Area are prohibited;
- h. Utilities: Construction of utilities on the Conservation Easement Area shall be prohibited, other than those excepted in part j. "Exceptions" of this Section, or if OEPA has otherwise approved the exception;
- i. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Conservation Easement Area, other than as part of activities that are authorized by the Permit;
- j. Exceptions: In addition to any pre-existing encumbrances, Grantor reserves and excepts the right to locate a 350 foot aerial transmission line crossing ("Future Crossing Easement") of the Conservation Easement Area at a location(s) to be determined in the future. In the Future Crossing Easement, AEP would be required to clear vegetation and replant with low growing shrubs within the Future Crossing Easement transmission line corridor, in accordance with the Revegetation Plan set

forth in Exhibit C. The Future Crossing Easement is included in the Conservation Easement Area, with the understanding that clearing/restoration activities occurring in this area would not degrade the ability of the area to fulfill the mitigation requirement;

- k. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Conservation Easement Area shall be prohibited.

5. **Rights of Grantee:** Grantor confers upon Grantee the following rights to perpetually maintain the conservation values of the Conservation Easement Area:

- a. **Right to Enter:** Grantee has the right to enter upon the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Agreement, provided that such entry shall occur after prior reasonable notice is provided to Grantor and appropriate consideration is given to the reasonable security or safety requirements of Grantor. To the extent reasonably possible, entry shall be made from a public right-of-way. Grantee may not enter upon the Property (other than the Conservation Easement Area) or unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantee shall not have the right to permit others to enter the Conservation Easement Area. The general public is not granted access to the Conservation Easement Area or the Property under this Agreement.
- b. **Right to Preserve:** Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Agreement. Nothing herein, however, is intended to place any restrictions on the use or development of those portions of the Property located outside of the boundaries of the Conservation Easement Area.
- c. **Right to Require Restoration:** Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity inconsistent with the requirements of this Agreement. Grantee's rights under this paragraph shall include, but shall not be limited to, the right to initiate any proceedings or actions in law or equity as are necessary to enforce the terms of this Agreement or facilitate the restoration of the Conservation Easement Area.
- d. **Signs:** Grantee shall have the right to place signs within the Conservation Easement Area which identify the land as being protected by the Conservation Easement. The number, size and content of any such signs are subject to the prior approval of the owner of the Conservation Easement

Area, which shall not be unreasonably conditioned, delayed or withheld. Grantee reserves the right to post or clearly mark the boundaries of the Conservation Easement Area at locations that are mutually agreed upon with the owner of the Conservation Easement Area.

Notwithstanding the removal of any real property utilized for a Crossing from the Conservation Easement Area, as contemplated by Section 4.f above, Grantee shall have a license to enter upon any Crossing for the limited purpose of accessing any portion of the remaining Conservation Easement Area as may be necessary to exercise the rights set forth in this Section 5.

6. **Permitted Uses:** Grantor reserves to itself, and to its successors and assigns, with respect to the Conservation Easement Area, all rights accruing from its ownership of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of this Agreement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. **Right to Convey:** The right to sell, mortgage, bequeath, donate or otherwise convey any or all portions of the Property, including, without limitation, the Conservation Easement Area. Any conveyance shall remain subject to the terms and conditions of this Agreement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. **Right to Access:** The right to unimpeded access to the Conservation Easement Area. In addition, vehicular and pedestrian crossings of the Conservation Easement Area shall be permitted, but only if all relevant permits and permissions are first obtained from the Ohio Environmental Protection Agency and/or the U.S. Army Corps of Engineers.
- c. **Use of Property:** Except as provided in the last paragraph of Section 5 above, the portions of the Property located outside of the boundaries of the Conservation Easement Area are not subject to the restrictions of the Conservation Easement created hereunder. Grantor shall be permitted to use and develop all portions of the Property under its ownership which are located outside of the boundaries of the Conservation Easement Area without restriction.

7. **Grantee's Remedies:** In the event of a breach of this Agreement, Grantee shall have the following remedies and shall be subject to the following limitations:

- a. **Delay in Enforcement:** A delay in enforcement shall not be construed as a waiver of Grantee's rights to enforce the terms of this Agreement.

- b. **Acts Beyond Grantor's Control:** Grantee may not bring an action against Grantor for modifications to the Conservation Easement Area which result from causes beyond its control. Examples include, without limitation, unintentional fires, storms, natural earth movement, trespassers, or a party's well-intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. Grantor shall have no responsibility under this Agreement for such unintended modifications. Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Agreement.
- c. **Notice and Demand:** If Grantee determines that a person or entity is in violation of the terms of the Conservation Easement or this Agreement, or that a violation is threatened, then it shall provide written notice via certified mail to such person or entity. The written notice shall identify the violation and request corrective action to cure the violation or restore the relevant real property.
- d. **Failure to Act:** If, for a thirty (30) day period after the date of written notice provided pursuant to subparagraph c. above, the person or entity continues violating the terms of the Conservation Easement or this Agreement, or if the person or entity does not abate the violation or begin to implement corrective measures within the foregoing thirty (30) day period requested by Grantee, or fails to continue to diligently cure such violation until finally cured, Grantee shall be permitted to bring an action in law or in equity to enforce the terms of the Conservation Easement or this Agreement and recover any damages for the loss of the conservation values protected hereunder. Grantee is also entitled to bring an action to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Conservation Easement Area. If a court determines that the person or entity has failed to comply with the terms of the Conservation Easement or this Agreement, then Grantee may seek an order requiring the person or entity to reimburse all reasonable costs and attorneys' fees incurred by Grantee in compelling such compliance.
- e. **Unreasonable Litigation:** If Grantee initiates litigation against Grantor to enforce this Agreement, and if the court determines that the litigation was without reasonable cause or in bad faith, then Grantee is to reimburse such parties' reasonable costs and attorneys' fees incurred in defending the action.
- f. **Grantor's Absence:** If Grantee determines that the terms of the Conservation Easement or the Agreement is, or is expected to be, violated,

then Grantee will make a good faith effort to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if Grantee determines that emergency circumstances exist that justify prompt action to mitigate or prevent impairment of the Conservation Easement, then Grantee may pursue its lawful remedies without prior notice and without awaiting a response from Grantor.

- g. **Cumulative Remedies:** The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Agreement.

8. **Ownership Costs and Liabilities:** Except as otherwise required by this Agreement, in accepting the Conservation Easement, Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Conservation Easement Area. Grantee and its administrators, officers and employees shall have no liability arising from injury or death to any person or from physical damage to any other property located within the Conservation Easement Area or otherwise.

9. **Remediation:** If, at any time, there occurs, or has occurred, a release in, on, or about the Conservation Easement Area of any substance now or hereafter defined, listed, or otherwise classified, and in excess of any amount permitted pursuant to any federal, state, or local law, regulation, or requirement, or in an amount that is hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, then the owner(s) of the Conservation Easement Area shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

10. **Cessation of Existence:** If Grantee shall cease to be authorized to acquire and hold conservation easements, then this Agreement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the consent of the owner of the Conservation Easement Area and the OEPA and such vesting shall be deemed an assignment pursuant and subject to Section 13 of this Agreement. The owner of the Conservation Easement Area shall execute and deliver such documents and instruments as may be necessary to properly reflect the substitution or replacement of Grantee hereunder.

11. **Termination:** The Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of the Conservation Easement impossible to fulfill, then the Conservation Easement and this Agreement may be partially or entirely terminated only by judicial proceedings initiated by the owner of the Conservation Easement Area or Grantee.

12. **Recordation:** Grantor shall cause this instrument to be recorded in a timely fashion in the Recorder's Office, Licking County, Ohio, and Grantee may re-record it at any time as may be required to preserve its rights in this Agreement.

13. **Assignment:** This Agreement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization mutually agreed to by the fee simple owners of the Conservation Easement Area, OEPA, and the transferee, provided that the organization is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended, (or any successor provision then applicable) and authorized to acquire and hold conservation easements under Ohio law. As a condition of such transfer, Grantee shall require that the transferee organization must agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this grant is intended to advance. Grantee agrees to give written notice to the owner(s) of the Conservation Easement Area of a transfer or an assignment at least twenty (20) days prior to the date of such transfer or assignment and to furnish promptly to such owner(s) an executed copy of the assignment and assumption agreement to be recorded by Grantee after the expiration of such 20-day notice period in the Recorder's Office, Licking County, Ohio. The failure of Grantee to give such notice shall not affect the validity of this Agreement nor limit its enforceability in any way.

14. **Notices:** For purposes of this Agreement, notices shall be provided to the parties, by personal delivery or by mailing a written notice via certified mail, return receipt requested, to that party at the address shown at the outset of this Agreement, or with respect to any successors or assigns of Grantor, to the tax mailing address of the relevant party as evidenced in the records of the Office of the Auditor of Licking County, Ohio. Notice is deemed given upon (i) personal delivery or (ii) two days after depositing the properly addressed notice with the U.S. Postal Service.

15. **Severability:** If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

16. **Successors:** This Agreement and the Conservation Easement created hereunder shall be a covenant running with the land and shall constitute a burden on the Conservation Easement Area and shall run to the benefit of the parties hereto and their respective successors or assigns in interest. All subsequent owners of the Conservation Easement Area shall be bound to all provisions of this Agreement to the same extent as the current parties.

17. **Termination of Rights and Obligations:** A party's rights and obligations under this Agreement shall terminate upon the transfer of its interest in the Conservation Easement Area. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

18. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflict of law provisions.

19. **“As Is” Condition:** Grantee has examined the Conservation Easement Area and agrees to accept the “AS-IS” condition of the same for purposes of this Agreement.

20. **Site Monitoring:** The Conservation Easement Area shall be inspected by Grantee at a minimum of one time annually.

21. **No Merger:** The Conservation Easement provided under this Agreement is intended to facilitate the perpetual protection of the Conservation Easement Area as provided herein. No easement granted or enjoyed hereunder shall be eliminated through the doctrine of merger as the result of Grantee holding title to and/or having ownership of the Conservation Easement Area.

22. **Notice to OEPA and USACE:** Grantor shall provide notice of the transfer of any interest in the covenant area or the modification of this instrument to OEPA, and the US Army Corps of Engineers at least sixty (60) days prior to the date of such transfer or modification. Grantor’s notice shall include the name, address, and telephone number of the transferee and a copy of this Conservation Easement.

Grantor shall notify OEPA within ten (10) days after each conveyance of an interest in any portion of the Conservation Easement Area. Grantor’s notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Conservation Easement Area.

[Remainder of this page intentionally left blank; Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand to this Agreement as of the date written below, to be effective as of the Effective Date.

GRANTOR:

AEP OHIO TRANSMISSION COMPANY, INC.,
an Ohio corporation

By: _____

Print Name: _____

Date: _____

STATE OF OHIO
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of **AEP Ohio Transmission Company, Inc.**, an Ohio corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, Grantee has set its hand to this Agreement as of the date written below, to be effective as of the Effective Date.

GRANTEE:

THE CITY OF NEW ALBANY, OHIO,
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of **The City of New Albany, Ohio**, an Ohio municipal corporation, on behalf of said municipal corporation.

Notary Public

Approved as to Form:

Exhibit A – Depiction of Conservation Easement Area

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100



BY: preliminary
DAVID A. SANFORD, P.S. #8721 01-26-2021

MBJ HOLDINGS, LLC
INST. #201811280025126
242.648 ACRES (DEED)
PID: 094-106404-00.000

AEP OHIO TRANSMISSION
COMPANY, INC.
INST. #201904220007371
27.294 ACRES (DEED)
PID: 094-106404-00.002

AMAZON.COM SERVICES LLC
INST. #202101040000054
98.640 ACRES (DEED)
PID: 094-106404-00.004

MONTAUK INNOVATIONS LLC
INST. #201812130026436
219.255 ACRES (DEED)
PID: 094-106896-00.000

EXHIBIT "A"

LEGEND

- 5/8" REBAR & CAP SET
CENTRAL SURV., CO. LTD.
- 3/4" IRON PIPE/CAP FND
EMHT INC.

— P — PROPERTY LINE

— E — EASEMENT AREA

CONSERVATION EASEMENT AREA
CONTAINING 1.633± ACRES
(EASEMENT LENGTH = 1355')

LINE	BEARING	DISTANCE
L1	N 63°46'24" W	25.91'
L2	N 41°27'41" E	50.13'
L3	N 85°58'44" E	13.58'
L4	N 08°52'37" E	35.19'
L5	N 34°12'08" E	96.79'
L6	N 21°23'18" W	24.88'
L7	N 36°41'15" E	53.80'
L8	S 76°06'01" E	21.59'
L9	N 36°07'24" E	18.45'
L10	N 12°41'54" E	36.65'
L11	N 42°10'39" E	48.00'
L12	N 66°07'12" E	19.32'
L13	N 37°57'10" E	16.60'
L14	N 01°21'43" W	58.27'
L15	S 77°41'29" E	36.46'
L16	N 38°44'33" E	34.99'
L17	N 02°13'46" E	31.08'
L18	N 47°01'21" E	37.99'
L19	N 17°02'45" W	2.53'
L20	N 01°37'35" W	21.97'
L21	N 17°23'44" E	30.45'
L22	N 00°18'49" W	50.68'
L23	N 43°56'55" E	67.87'
L24	N 63°24'16" E	63.59'
L25	N 35°49'34" E	61.65'
L26	N 30°27'00" E	87.97'
L27	N 27°11'06" W	21.25'
L28	N 27°53'21" W	37.09'
L29	N 02°27'58" E	52.84'
L30	N 06°09'46" E	30.29'
L31	N 08°32'32" E	56.35'
L32	N 05°39'53" W	61.65'
L33	N 30°45'05" E	68.02'
L34	N 34°32'13" E	60.59'
L35	N 35°43'02" E	89.17'
L36	N 76°35'05" E	20.32'
L37	S 59°07'18" E	74.02'
L38	S 24°23'47" W	172.39'
L39	S 19°08'07" W	177.95'
L40	S 08°41'33" W	56.96'
L41	S 34°47'28" W	179.27'
L42	S 33°34'10" W	774.81'

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE
COORDINATE SYSTEM, NAD 83, OHIO SOUTH ZONE.

0' 300' 600' 900'



SCALE IN FEET

SCALE: 1 INCH = 300 FEET

SITUATE:

SITUATED IN THE STATE OF OHIO, COUNTY OF LICKING, CITY OF NEW ALBANY, SECTION 16, TOWNSHIP 2, RANGE 15, UNITED STATES MILITARY DISTRICT, AND BEING PART OF AN ORIGINAL 27.294 ACRE TRACT OF LAND CONVEYED TO AEP OHIO TRANSMISSION COMPANY, INC., AS RECORDED IN INSTRUMENT NUMBER 201812130026436. ALL REFERENCES CONTAINED HEREIN ARE TO LICKING COUNTY RECORDER'S RECORDS, NEWARK, OHIO.

NOTES:

THIS DRAWING IS FOR EASEMENT PURPOSES ONLY AND HAS BEEN COMPILED USING EXISTING PUBLIC RECORDS ALONG WITH FIELD COLLECTED INFORMATION. SUBJECT TO ALL LEGAL STREETS, HIGHWAYS, RIGHT-OF-WAYS, ALLEYS, EASEMENTS, AGREEMENTS AND/OR CONDITIONS OF RECORD, IF ANY.

CONSERVATION EASEMENT AREA

EASEMENT ACROSS THE LANDS OF
AEP OHIO TRANSMISSION COMPANY, INC.
CONTAINING 1.633± ACRES

Drawn By: DS	Checked By: WW
Scale: 1"=300'	Date: 01/26/21
File Name: AEP20210101-CONS-EAS	Drawing Number:
Revisions: -	2021-0101

Exhibit "B"

**Description of a 1.633 Acre Conservation Easement Area
For
AEP Ohio Transmission Company, Inc.**

Situated in the State of Ohio, County of Licking, City of New Albany, Section 16, Township 2, Range 15, United States Military District, and being part of an original 27.294 acre tract of land conveyed to AEP Ohio Transmission Company, Inc., as recorded in Instrument Number 201904220007371. All references contained herein are to the Licking County Recorder's Office, Newark, Ohio, and being shown on Exhibit "A" attached hereto and being made a part thereof and more particularly bounded and described as follows:

Beginning at a 3/4 inch O.D. iron pipe and cap stamped "EMHT INC" found at a southeasterly corner of said 27.294 acre tract, at a southwesterly corner of a 98.640 acre tract of land conveyed to Amazon.com Services LLC, as recorded in Instrument Number 202101040000054, and at a northerly corner of a 219.255 acre tract of land conveyed to Montauk Innovations LLC, as recorded in Instrument Number 201812130026436;

thence, N 63°46'24" W, 25.91 feet with a southerly line of said 27.294 acre tract and a northerly line of said 219.255 acre tract to an iron pin set;

thence, leaving a northerly line of said 219.255 acre tract and running within said 27.294 acre tract the following thirty-six (36) courses:

- 1) N 41°27'41" E, 50.13 feet to an iron pin set;
- 2) N 85°58'44" E, 13.58 feet to an iron pin set;
- 3) N 08°52'37" E, 35.19 feet to a point, passing an iron pin set for reference at 32.15 feet;
- 4) N 34°12'08" E, 96.79 feet to an iron pin set, passing an iron pin set for reference at 2.98 feet;

- 5) N 21°23'18" W, 24.88 feet to an iron pin set;
- 6) N 36°41'15" E, 53.80 feet to a point, passing an iron pin set for reference at 39.44 feet;
- 7) S 76°06'01" E, 21.59 feet to an iron pin set, passing an iron pin set for reference at 2.99 feet;
- 8) N 36°07'24" E, 18.45 feet to an iron pin set;
- 9) N 12°41'54" E, 36.65 feet to an iron pin set;
- 10) N 42°10'39" E, 48.00 feet to an iron pin set;
- 11) N 66°07'12" E, 19.32 feet to an iron pin set;
- 12) N 37°57'10" E, 16.60 feet to an iron pin set;
- 13) N 01°21'43" W, 58.27 feet to an iron pin set;
- 14) S 77°41'29" E, 36.46 feet to an iron pin set;
- 15) N 38°44'33" E, 34.99 feet to an iron pin set;
- 16) N 02°13'46" E, 31.08 feet to an iron pin set;
- 17) N 47°01'21" E, 37.99 feet to an iron pin set;
- 18) N 17°02'45" W, 2.53 feet to an iron pin set;
- 19) N 01°37'35" W, 21.97 feet to an iron pin set;
- 20) N 17°23'44" E, 30.45 feet to an iron pin set;
- 21) N 00°18'49" W, 50.68 feet to an iron pin set;
- 22) N 43°56'55" E, 67.87 feet to an iron pin set;
- 23) N 63°24'16" E, 63.59 feet to an iron pin set;
- 24) N 35°49'34" E, 61.65 feet to an iron pin set;
- 25) N 30°27'00" E, 87.97 feet to an iron pin set;
- 26) N 27°11'06" W, 21.25 feet to an iron pin set;
- 27) N 27°53'21" W, 37.09 feet to an iron pin set;

- 28) N 02°27'58" E, 52.84 feet to an iron pin set;
- 29) N 06°09'46" E, 30.29 feet to an iron pin set;
- 30) N 08°32'32" E, 56.35 feet to an iron pin set;
- 31) N 05°39'53" W, 61.65 feet to an iron pin set;
- 32) N 30°45'05" E, 68.02 feet to an iron pin set;
- 33) N 34°32'13" E, 60.59 feet to an iron pin set;
- 34) N 35°43'02" E, 89.17 feet to an iron pin set;
- 35) N 76°35'05" E, 20.32 feet to an iron pin set;
- 36) S 59°07'18" E, 74.02 feet to an iron pin set on a westerly line of said 98.640 acre tract and on an easterly line of said 27.294 acre tract;

thence, with the westerly lines of said 98.640 acre tract and an the easterly lines of said 27.294 acre tract the following five (5) courses;

- 1) S 24°23'47" W, 172.39 feet to a 3/4 inch O.D. iron pipe and cap stamped "EMHT INC" found;
- 2) S 19°08'07" W, 177.95 feet to a 3/4 inch O.D. iron pipe and cap stamped "EMHT INC" found;
- 3) S 08°41'33" W, 56.96 feet to a 3/4 inch O.D. iron pipe and cap stamped "EMHT INC" found;
- 4) S 34°47'28" W, 179.27 feet to a 3/4 inch O.D. iron pipe and cap stamped "EMHT INC" found;
- 5) S 33°34'10" W, 774.81 feet to the **Point of Beginning** and containing 1.633 acres of land, more or less, being subject to all legal streets, highways, right-of-ways, alleys, easements, agreements and/or conditions of record.

Bearings are based on measurements and computations on the Ohio State Plane Coordinate System, Ohio South Zone, North American Datum 1983.

This document is for easement purposes only and has been compiled using existing public records along with field collected information.

All iron pins set are 5/8 inch diameter iron rebar, 30 inch long, with a yellow plastic cap stamped "Central Surv Co., Ltd."

David A. Sanford, P.S. 8721 01/26/21
Central Surveying Co., Ltd.
7563 East Main Street
Reynoldsburg, OH 43068

Revegetation Plan

All vegetation within the Conservation Easement that has been removed or damaged shall be restored as follows:

- Disturbed areas shall be seeded with the permanent, native grass seed mix specified in the seeding table below;
- Low-growing trees and shrubs will be installed on approximately 10-foot centers throughout the area of disturbance to provide a density of at least 400 stems per acre; and
- Trees and shrubs shall be chosen from the list provided in the planting table below.

SEEDING TABLE

Type	Application Rate
Overseed: Grain Oats or Grain Rye	20 lbs/acre
Permanent Seed: Ernst Eastern Native Habitat & CREP Mix (ERNMX-173) or Equal*	11 lbs/acre

*Subject to availability; only native seed shall be used

PLANTING TABLE

Common Name	Scientific Name
Serviceberry	<i>Amelanchier laevis</i>
Gray dogwood	<i>Cornus racemosa</i>
Red-osier dogwood	<i>Cornus stolonifera</i>
Witchhazel	<i>Hamamelis virginiana</i>
Spicebush	<i>Lindera benzoin</i>
Pussy willow	<i>Salix discolor</i>
Southern arrowwood	<i>Viburnum dentatum</i>
Blackhaw	<i>Viburnum prunifolium</i>



RESOLUTION R-12-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MCDANIEL'S CONSTRUCTION CORPORATION INC FOR THE CONSTRUCTION OF A SOLAR POWER SYSTEM AT THE PUBLIC SERVICE FACILITY AS SET FORTH IN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM CONSTRUCTION CONTRACT No. OHGCOAGCMBA-022718-MCC AT A PRICE NOT TO EXCEED \$231,777.47

WHEREAS, solar energy is an abundant, renewable, and non-polluting energy resource; and

WHEREAS, it is the intention of the city to foster and encourage the adoption of alternative energy sources within the community for the purpose of achieving the multiple economic, health, environmental, and educational benefits of solar energy, while maintaining the community character, design standards, and livability; and

WHEREAS, the deployment of solar energy facilities and the pursuit of environmental sustainable strategies can greatly reduce the cost and consumption of energy, while lowering carbon emissions and reducing fossil fuel consumption in the city; and

WHEREAS, the city is interested in installing a renewable energy generation system at the Public Service Facility in order to reduce the cost of power and demonstrate leadership to the New Albany community in the area of clean energy; and

WHEREAS, city staff has obtained competitive pricing from McDaniel's Construction Corporation Inc. through the Sourcewell Cooperative Purchasing Program for the design and installation of a 108.8 kW Roof Top Solar PV system at the Public Service Facility for a price of \$231,777.47; and

WHEREAS, funding for the construction of a solar power system at the Public Service Facility was approved in the 2021 Capital Improvement Budget and provided for in the Annual Appropriations Ordinance.

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 an agreement with the McDaniel's Construction Corporation Inc. for the construction of a solar power system at the public service facility as set forth in the Sourcewell Cooperative Purchasing Program construction contract no. OHGCOAGCMBA-022718-MCC at a price not to exceed \$231,777.47

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

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

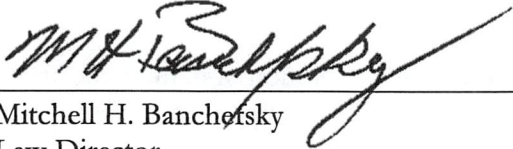
CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/16/2021
Introduced:	04/06/2021
Revised:	
Adopted:	04/06/2021
Effective:	04/06/2021



RESOLUTION R-13-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ADVERTISE IN CONSORTIUM CONTRACTS FOR REQUIRED SERVICES AND A BID FOR THE COLLECTION, TRANSPORTATION, AND DELIVERY FOR DISPOSAL AND/OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE GENERATED WITHIN THE CITY OF NEW ALBANY, OHIO

WHEREAS, the City of New Albany and other Central Ohio communities have determined that to foster competition and provide for experienced waste collection, disposal and processing services, bidding together as a Consortium is desirable; and

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the city may establish such collection systems and solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials and yard waste, generated within the City of New Albany; and

WHEREAS, the City of New Albany has determined that it may be in the best interests of its residents that the city arrange for the collection, transportation and delivery for disposal or processing of all solid waste, recyclable materials and yard waste generated at residential units and municipal facilities located within the City of New Albany from a single contractor on an exclusive basis ("Collection Services"); and

WHEREAS, the current Collection Services Agreement between the City of New Albany and Rumpke of Ohio will expire on December 31, 2021, unless extended.

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: That the city manager is hereby authorized to participate in advertisement and bid for the collection, transportation and delivery for disposal and/or processing of residential solid waste, recyclable materials and yard waste generated within the City of New Albany, together with other Central Ohio Consortium Communities.

Section 2. It is hereby found and determined that all formal actions of 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, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.


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

CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:

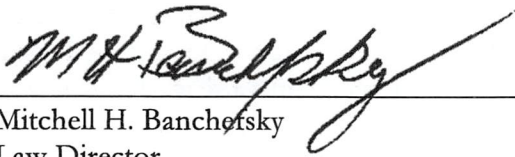


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/10/2021
Introduced:	04/06/2021
Revised:	
Adopted:	04/06/2021
Effective:	04/06/2021



RESOLUTION R-14-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO PARTICIPATE IN THE ODOT ROAD SALT CONTRACT (018-22)

WHEREAS, the City of New Albany, Franklin and Licking Counties, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- A. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- B. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- C. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- D. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- E. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- F. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- G. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will

respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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 above participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the City of New Albany ("Political Subdivision") agrees to the above terms and conditions regarding participation on the ODOT salt contract.

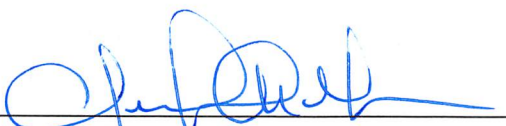
Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

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

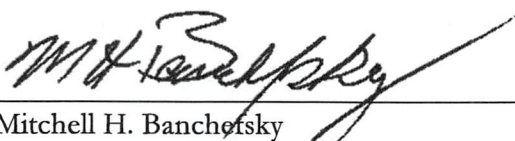
CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/15/2021
Introduced:	04/06/2021
Revised:	
Adopted:	04/06/2021
Effective:	04/06/2021



RESOLUTION R-15-2021

A RESOLUTION TO AMEND THE OAK GROVE II COMMUNITY REINVESTMENT AREA TO ADD APPROXIMATELY 55.823 +/- ACRES TO THAT AREA, CONFIRMING THE DESIGNATION OF A HOUSING OFFICER AND THE CREATION OF A COMMUNITY REINVESTMENT AREA HOUSING COUNCIL AND TAX INCENTIVE REVIEW COUNCILS, AND TO EXPAND THE OAK GROVE II ECONOMIC OPPORTUNITY ZONE TO ADD THAT AREA

WHEREAS, the Council of the City of New Albany, Ohio (the "City") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City that have not enjoyed sufficient reinvestment in new construction; and

WHEREAS, Council, by its Resolution No. R-17-09 adopted March 3, 2009, designated the Oak Grove II Community Reinvestment Area (the "Original Oak Grove II Area"), and by each of its Resolutions No. R-41-2010 adopted July 6, 2010, R-72-2010 adopted November 16, 2010, R-53-2012 adopted October 2, 2012, R-26-2013 adopted August 6, 2013, R-72-2014 adopted September 16, 2014, R-49-2015 adopted November 17, 2015, R-45-16 adopted November 1, 2016, R-02-2017 adopted February 7, 2017, R-17-2018 adopted July 17, 2018, R-41-2018 adopted November 6, 2018, R-50-2018 adopted December 10, 2018, R-05-2019 adopted February 19, 2019, and R-37-2019 adopted on August 6, 2019 expanded that Original Oak Grove II Area (as expanded to date, the "Current Oak Grove II Area"), which enabled the City to offer in that Current Oak Grove II Area real property tax exemptions on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code ("R.C.") Section 3735.67; and

WHEREAS, the City desires to promote commercial and industrial development in an additional area contiguous to the Current Oak Grove II Area, which contiguous area includes approximately 55.823 +/- acres and which is depicted on Exhibit A attached hereto (the "Oak Grove II Expansion Area"); and

WHEREAS, the City believes that the redevelopment of the Oak Grove II Expansion Area would encourage economic stability, maintain real property values and generate new employment opportunities and desires to designate the Oak Grove II Expansion Area as a community reinvestment area pursuant to R.C. Sections 3735.65 to 3735.70; and

WHEREAS, as required by R.C. Section 3735.66, a survey of housing was prepared for the Oak Grove II Expansion Area (the "Survey"); and

WHEREAS, that Survey shows the facts and conditions relating to existing housing and commercial structures and undeveloped land in the Oak Grove II Expansion Area, including,

among other things, evidence of deterioration and lack of new construction, or repair or rehabilitation, of structures in that Oak Grove II Expansion Area; and

WHEREAS, the construction of new commercial or industrial structures in the Oak Grove II Expansion Area will serve to encourage economic stability, maintain real property values and generate new employment opportunities; and

WHEREAS, the construction of new commercial or industrial structures in the Oak Grove II Expansion Area constitutes a public purpose for which real property tax exemptions may be granted; and

WHEREAS, the City created an economic opportunity zone (the "Oak Grove II EOZ") to encourage commercial and other business development in the City and now the City, to consistently preserve areas and zones, wishes to expand the Oak Grove II EOZ in conjunction with the expansion of the Oak Grove II CRA so that the two, when mapped, have the same area and boundaries;

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

Section 1. Conditions in the Oak Grove II Expansion Area. Based on the findings in the Survey and on this Council's own knowledge of the facts and conditions existing in the Oak Grove II Expansion Area, this Council hereby finds that the Oak Grove II Expansion Area is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.

Section 2. Creation of Oak Grove II Expanded CRA. This Council hereby designates the Oak Grove II Expansion Area as a community reinvestment area (collectively with the Current Oak Grove II Area, the "Oak Grove II CRA") in accordance with R.C. Section 3735.66. Only new commercial and/or industrial structures consistent with the applicable zoning regulations within the Oak Grove II CRA will be eligible for the exemptions provided for in Section 3 of this Resolution, and residential remodeling or new structures, including, but not limited to, multi-family condominium or apartment structures or remodeling thereof, shall not be eligible for the exemptions granted in that Section 3.

Section 3. Tax Exemptions in the Oak Grove II CRA. Within the Oak Grove II CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated in advance of construction occurring according to the rules outlined in R.C. Section 3735.67. The City has the authority to negotiate, approve or deny any request for such a tax exemption. The results of the negotiation as approved by this Council will be set forth in writing in a Community Reinvestment Area Agreement as provided in R.C. Section 3735.671. The maximum exemption that may be negotiated in the Oak Grove II CRA is 15 years for 100% for construction of new commercial or industrial structures. If the newly constructed structure qualifies for an exemption, during the period of the exemption the exempted percentage of the value of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

The Mayor, the City Manager, and the City Community Development Director, or any one of them, are hereby authorized to give any and all notices on behalf of this Council that may be required by law, including, without limitation, those notices required by R.C. Sections 3735.671, 3537.673 and 5709.83, in connection with the consideration, approval or entering into of any agreements under R.C. Section 3735.671.

Section 4. Designation of Housing Officer. To administer and implement the provisions of this Resolution, the Council hereby confirms the prior designation of the City Manager as the Housing Officer for the Oak Grove II CRA as described in R.C. Sections 3735.65 to 3735.70.

Section 5. Application Fee. All projects are required to comply with the State application fee requirements of R.C. Section 3735.672(C). The City may also require a local annual monitoring fee of one percent of the amount of taxes exempted under an agreement, provided there shall be a minimum local annual monitoring fee of \$500 and a maximum local annual monitoring fee of \$2,500.

Section 6. Housing Council and Tax Incentive Review Councils. This Council hereby confirms the prior creation of a Community Reinvestment Area Housing Council (the "Housing Council") for the Oak Grove II CRA. That Housing Council is composed of two members appointed by the Mayor, two members appointed by this Council and one member appointed by the City's Municipal Planning Commission. A majority of those five members shall appoint two additional members who shall be residents of the City. Terms of the members of the Housing Council shall be three years. An unexpired term resulting from a vacancy in the Housing Council shall be filled in the same manner as the initial appointment was made. The Housing Council shall make an annual inspection of the properties within the Oak Grove II CRA for which an exemption has been granted under R.C. Section 3735.67. The Housing Council also shall also hear appeals under R.C. Section 3735.70.

The "Franklin County Tax Incentive Review Council" and the "Licking County Tax Incentive Review Council" (each a "TIRC") were both previously created pursuant to R.C. Section 5709.85. Each TIRC reviews annually the compliance of each agreement involving the granting of exemptions for commercial or industrial real property improvements under R.C. Section 3735.671 and makes written recommendations to this Council as to continuing, modifying or terminating each agreement based upon the performance of each agreement.

Section 7. Resolution to be Forwarded and Published. The Housing Officer or the Housing Officer's designee is hereby authorized and directed to forward a copy of this Resolution to the Franklin County Auditor and the Licking County Auditor, and to cause to be published a copy of this Resolution in a newspaper of general circulation in the City once per week for two consecutive weeks following its adoption.

Section 8. Authorization to Petition the Director of Development Services. The Housing Officer or the Housing Officer's designee is hereby authorized and directed, on behalf of the City, to petition the State Director of Development Services, in accordance with R.C. Section 3735.66, for confirmation of the Oak Grove II CRA as expanded to include the Oak Grove II Expansion Area.

Section 9. Open Meeting. 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 10. Effective Date. Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.


CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/11/2021
Introduced:	04/06/2021
Revised:	
Adopted:	04/06/2021
Effective:	04/06/2021

EXHIBIT A

PARCEL MAP

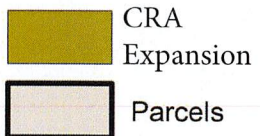
The colored areas on the attached map specifically identify and depict the Parcels and constitutes part of this Exhibit A.



No.	Parcel Number
1	082-107748-00.000
2	082-106590-00.000
3	095-112104-00.001
4	037-111498-00.001
5	037-111498-00.000
6	035-107400-09.000

January 27, 2021

Legend



NEW ALBANY
COMMUNITY CONNECTS US

Exhibit A - R-15-2021

New Albany Parcels - Blacklick II- CRA Expansion 2021



RESOLUTION R-16-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE, BID, AWARD AND EXECUTE ALL CONTRACTS RELATED TO THE GANTON PARKWAY EAST & WEST ROADWAY IMPROVEMENT PROJECTS

WHEREAS, council desires to make infrastructure improvements to the New Albany International Business Park to increase pedestrian, vehicular, and utility access; and

WHEREAS, the city has encouraged the development of real property within the city, and for that purpose desires to expand a development corridor in the New Albany International Business Park generally located east and west of Beech Road, north of Morse Road, and south of Worthington Road; and

WHEREAS, the scope of roadway improvements for the overall project includes the continuation of Ganton Parkway East from its current termination point to Worthington Road; Ganton Parkway West to a point +/-2,200' east of Beech Road; and a potential +/- 1,700' extension to the initial section of Ganton Parkway West; and

WHEREAS, the engineer's estimate for this project is \$8,700,000 which is broken down as follows: Ganton Parkway East - \$1,200,000; Ganton Parkway West - \$5,000,000; Ganton Parkway West Extension - \$2,500,000;

WHEREAS, the base project to be awarded will include the construction of Ganton Parkway East and Ganton Parkway West; and

WHEREAS, the base project awarded may be expanded to include the construction of Ganton Parkway West Extension, the need for which will be determined as needed to support a current economic development prospect; and

WHEREAS, the city has received commitments of financial assistance from JobsOhio through the Roadwork Development (629) Funds for \$1,000,000 and a project contribution of approximately \$700,000.

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

Section 1: The city manager is hereby authorized to advertise, bid, award and execute all contracts related to the Ganton Parkway East & West Roadway Improvement Project for the City of New Albany.

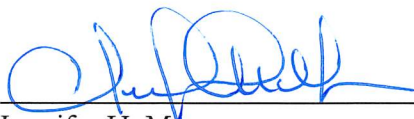
Section 2: It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 197 effective November 22, 2020.

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


CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchorsky
Law Director

Legislation dates:

Prepared:	03/23/2021
Introduced:	04/06/2021
Revised:	
Adopted:	04/06/2021
Effective:	04/06/2021



RESOLUTION R-17-2021

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

WHEREAS, the Ohio Revised Code §5705.41(D) and City Charter require a fiscal officer certificate to be issued for certain types of expenditures certifying funds are available and appropriated by Council; and

WHEREAS, in the event a fiscal officer certificate is not obtained prior to incurring an expenditure, the Ohio Revised Code §5705.41(D)(2) allows for the issuance of a "Then & Now" certificate; and

WHEREAS, a "Then & Now" certificate indicates that both at the time of the contract, purchase or order was made and at the time of certification, sufficient funds were available or in the process of collection and were properly appropriated and free from any previous encumbrance; and

WHEREAS, it is necessary to obtain council approval of each "Then & Now" certificate in excess of \$3,000; and

WHEREAS, an administrative fee is charged by the Mid-Ohio Regional Planning Commission for certain grant programs the Commission facilitates in an amount up to one percent of the grant awarded; and

WHEREAS, an invoice in the amount of \$3,577.84 for the Round 13 Clean Ohio Conservation Fund grant related to the Taylor Farm at Rocky Fork Creek Acquisition project was received prior to creating a specific fiscal officer certificate for the Mid-Ohio Regional Planning Commission related to the project; and

WHEREAS, an invoice in the amount of \$8,522.52 for the Round 33 SCIP/LTIP Infrastructure grant related to the US 62 @ SR 161 Roadway Improvements project was received prior to creating a specific fiscal officer certificate for the Mid-Ohio Regional Planning Commission related to the project; and

WHEREAS, the finance director has confirmed that \$12,100.36 was and is available in the Capital Improvements Fund to compensate the Mid-Ohio Regional Planning Commission.

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

Section 1: Council hereby authorizes a “Then and Now” certificate pursuant to Ohio Revised Code §5705.41(D)(2) to authorize payment in the amount of \$3,577.84 to the Mid-Ohio Regional Planning Commission.

Section 2: Council hereby authorizes a “Then and Now” certificate pursuant to Ohio Revised Code §5705.41(D)(2) to authorize payment in the amount of \$8,522.52 to the Mid-Ohio Regional Planning Commission.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.


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

CERTIFIED AS ADOPTED this 06 day of April, 2021.

Attest:

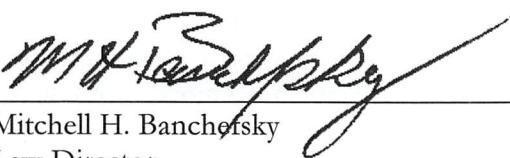


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchersky
Law Director

Legislation dates:

Prepared:	03/26/2021
Introduced:	04/06/2021
Adopted:	04/06/2021
Effective:	04/06/2021