



ORDINANCE O-45-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 11.751 +/- ACRES OF LAND LOCATED AT 7270 NEW ALBANY-CONDIT ROAD FOR AN AREA TO BE KNOWN AS THE "CORNERSTONE ACADEMY ZONING DISTRICT" FROM ITS CURRENT ZONING OF LIMITED GENERAL EMPLOYMENT (L-GE) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY CORNERSTONE ACADEMY C/O AARON UNDERHILL, ESQ.

WHEREAS, council 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 Rocky Fork-Blacklick Accord, 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 Cornerstone Academy c/o Aaron Underhill, Esq., the Rocky Fork-Blacklick Accord and Planning Commission have reviewed the proposed ordinance amendment and recommended its approval unanimously.

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 11.751 ± acre area of land located at 7270 New Albany-Condit Road (PID: 222-001945) for an area to be known as the "Cornerstone Academy Zoning District" from its current zoning of Limited General Employment (L-GE) to Infill-Planned Unit Development (I-PUD).
- B. The zoning district's zoning text and preliminary development plan 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.

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 _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

Legislation dates:

Prepared: 11/19/2021

Introduced: 12/07/2021

Revised:

Adopted:

Effective:

CORNERSTONE ACADEMY ZONING DISTRICT

INFILL PLANNED DEVELOPMENT (I-PUD)

DEVELOPMENT STANDARDS TEXT

November 16, 2021

I. Summary: This I-PUD zoning district consists of 11.751+/- acres located to the northwest of and adjacent to the intersection of New Albany-Condit Road and New Albany Road East. The property is presently undeveloped and is generally bisected from southwest to northeast by a 110-foot wide gas line easement. To the north is the Nottingham Trace residential subdivision, including a 23+ acre park that is to the northwest of and adjacent to the subject site. To the north of and adjacent to this zoning district is a tract of property that is zoned to allow future development of retail and service uses, and to the east across New Albany-Condit Road is the Canine Companions for Independence campus. An undeveloped property is located to the west, and across New Albany Road East to the south and southwest are data centers.

The applicant, Cornerstone Academy, is a tuition-free public charter school. It seeks this rezoning to allow the operation of a middle school and high school facility that will serve as a complement to an elementary school at its main campus on Walnut Street and to replace an undersized facility on Central College Road that currently serves students in grades 6-12. The proposed facility will be a two-story building to be located in the northwestern portion of the subject site. Two outdoor sports fields also are proposed, one being located generally parallel to each of New Albany-Condit Road and New Albany Road East.

II. Development Standards: Unless otherwise specified in the submitted drawings or in this written text, the provisions of the City of New Albany Codified Ordinances shall apply to this zoning district. In the event of a conflict between this text or the submitted drawings and a specific provision of the Codified Ordinances, this text or the drawings shall govern. When this text or the submitted drawings are silent on a particular matter, the provisions of the Codified Ordinances shall apply. Basic development standards are compiled regarding proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the development.

III. Permitted Uses: The only permitted use in this zoning districts shall be primary, intermediate, and secondary schools. Supporting ancillary uses typical of that found on a school campus shall be permitted as accessory uses, such as but not necessarily limited to gymnasiums, auditoriums, cafeterias, administrative offices, outdoor recreational fields, open space, and playgrounds.

IV. Setback and Lot Commitments:

A. New Albany-Condit Road: There shall be a minimum pavement and building setback of 125 feet from the right-of-way of New Albany-Condit Road.

B. New Albany Road East: There shall be a minimum pavement and building setback of 125 feet from the right-of-way of New Albany Road East.

C. Other Perimeter Boundaries: There shall be a minimum pavement and building setback of 25 feet from all perimeter boundaries of this zoning district that are not adjacent to a public right-of-way.

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

E. Maximum Lot Coverage: The maximum lot coverage in this zoning district shall be 60%.

V. Architectural Standards: Architecture for buildings in this zoning district shall be governed by the requirements of the City's Design Guidelines and Requirements for Institutional and Civic Buildings. In addition, the following architectural requirements shall apply to this site:

A. Building Height: The maximum building height for primary structures shall not exceed 65 feet. Architectural elements may exceed this height as provided in Section 1165.07 of the Codified Ordinances. Buildings shall be no more than two stories in height.

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

C. General Requirements:

1. Building designs shall not mix architectural elements or ornamentation from different styles. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.

2. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, brick, brick veneer, stone, stone veneer, and concrete shall be permitted, along with contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, and cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. The use of reflective or mirrored glass shall be prohibited. The primary masonry color will be earth tones of light and medium sand and/or gray and other façade materials shall be darker in color to provide design interest and contrast.

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

4. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent with the building's façade and

character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer/attenuate sound generated by such equipment.

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

A. Street Rights-of-Way: Right-of-way shall be dedicated to the City for a distance of 50 feet as measured from the centerline of New Albany-Condit Road and for a distance of 50 feet as measured from the centerline of New Albany Road East.

B. Access: Vehicular access to and from this zoning district shall be permitted from New Albany-Condit Road and New Albany Road East. Best effort to install a cross access easement for the access drive located on New Albany Road East shall be required. A Traffic Impact Study (TIS) shall be completed by the developer and submitted for review, approval, and acceptance by the city traffic engineer no later than the time of filing a final development plan application to determine if full access drives or RI/RO only are permitted. The TIS will also determine if and where right and left turn lanes may be required to minimize traffic back-ups. The TIS shall also take into consideration cross access feasibility for the access drive located on New Albany Road East.

C. Private Drives: A private drive shall be provided in the northern and western portions of the site which generally runs parallel to the northern boundary line and then turns and runs generally parallel to the western boundary. This private drive shall be the primary route used for bus traffic and may also be used by other vehicles. A bus lane shall be provided adjacent to the west side of the building to allow for student drop-off and pick-up while not impacting the flow of other traffic interior to the site. Another private drive shall connect to the first one in a loop configuration running along the south and east of the building.

D. Parking Spaces: A minimum of 205 parking spaces shall be provided with the initial phase of development. Should an expansion of the building occur in the future, additional parking shall be provided at the minimum rate of 3 parking spaces for each additional classroom or 1 parking space for each 5 seats in a new auditorium, whichever is greater.

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

A. Landscaping Plan: A landscaping plan shall be submitted with a final development plan application for review by the Planning Commission. Landscaping in this zoning district shall be installed and maintained in accordance with the landscaping plan that is approved by the Planning Commission.

B. State Route 605 and New Albany Road East Landscape Treatments: A landscape treatment consisting of an average of 10 trees per 100 lineal feet of road frontage shall be installed and maintained along State Route 605 and New Albany Road East within a distance of 55 feet from the right-of-way. These trees shall consist of a mix of deciduous and evergreen species that are native to Ohio, with the locations, number, and spacing to be reviewed as part of a final development plan. These trees shall be installed on a mound that has a slope not to exceed 6:1 on the side facing the public street. The mound shall be a minimum of 3 feet and a maximum of 12

feet in height, and its design shall be reviewed as part of a final development plan. 70% of required trees shall be planted on the street side of the mound, and no trees shall be located within the upper quartile crest of the mound.

C. Parking Lot Landscaping: Interior landscaping within paved parking areas shall be a minimum of five percent (5%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as to visually break up large expanses of pavement and provide landscaped walking paths between parking lots and the main buildings.

D. Leisure Trails: An asphalt leisure trail with a width of 8 feet shall be constructed by the applicant/developer along the zoning district's frontage on New Albany-Condit Road. This leisure trail shall be constructed to connect to an existing leisure trail that is located along the site's frontage on New Albany Road East.

E. White Horse Fence: A four-board white horse fence shall be installed along the zoning district's frontage on New Albany-Condit Road. The existing four-board white horse fence along New Albany Road East shall remain.

F. Stream Corridor: A Stream Corridor Protection Zone shall be provided along the stream that generally runs east-west along the northern boundary line of this zoning district. It shall be a minimum of 50 feet in width as measured both northward and southward from the centerline of the stream, it being the intent that a similar protection zone shall be provided by the property owners located to the north of the stream. Within the Stream Corridor Protection Zone, no improvements shall be permitted other than landscaping, if approved as part of a final development plan, and an asphalt leisure path running east-west with a location to be approved as part of a final development plan. Such leisure path shall connect to New Albany-Condit Road on the east and shall stub to the existing off-site public park to the northwest of this zoning district.

G. Connections to Leisure Trails and Public Streets: A clear and defined route of pedestrian and bicycle ingress and egress between buildings and the public street network and adjacent leisure trails shall be provided.

H. Street Trees: Existing street trees along New Albany Road East shall remain and be maintained. Street trees shall be installed on New Albany-Condit Road at the rate of 4 trees per 100 linear feet. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Street trees shall be a minimum of 3 inches in caliper at installation. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

I. Trash Enclosures: All dumpsters shall be located in the side or rear yard outside of minimum pavement setbacks and shall be enclosed by masonry walls or by fences in order to screen them from off-site view. Such screening shall be at least 6 feet in height.

J. Screening of Parking: Parking areas shall be screened to a height of 4 feet using landscaping or masonry walls in accordance with relevant provisions of the Codified Ordinances. This requirement alternatively may be met by required mounding and landscaping.

K. Permanent sports field netting shall be prohibited. The required perimeter mounding and landscaping around the zoning district shall be used to provide a barrier between sports fields and the public right-of-way.

L. Screening of Bleachers: All permanent or temporary bleachers or spectator stands for the athletic field(s) shall be completely screened from the public right-of-way.

VIII. Lighting and Utilities:

A. Lighting Plan: A lighting plan shall be submitted with a final development plan application for review by the Planning Commission. Lighting in this zoning district shall be installed and maintained in accordance with the lighting plan that is approved by the Planning Commission.

B. Parking Lot Lighting: All parking lot lighting shall be cut-off type fixtures and down cast. No lighting from this site shall spill onto any adjacent property. Parking lot lighting shall be from a controlled source in order to prevent light from spilling beyond the boundaries of the site. All such lighting shall be of the same light source type and style.

C. Parking Lot Light Poles: All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 18 feet in height.

D. Prohibited Lighting: No permanent colored lights or neon lights shall be used on the exterior of any building. Uplighting of buildings shall be prohibited.

F. Underground Utilities: All new utilities that are installed in this zoning district shall be located underground.

G. Security Lighting: Security lighting, when provided, shall be of a motion-sensor type.

H. Permanent lighting of sports fields shall be permitted, provided that no light spillage shall be permitted onto adjacent properties or rights-of-way. Specifications for light poles and fixtures shall be presented for review and approval as part of a final development plan. Light poles for lighting sports fields shall not exceed 18 feet in height unless otherwise approved as part of a final development plan based on operational needs for the field(s) and a demonstration by the applicant that the increased height will not materially and negatively impact adjacent properties.

IX. Signage:

A. Signage Plan: Final details for all signs shall be submitted with a final development plan application for review by the Planning Commission. Lighting in this zoning district shall be installed and maintained in accordance with the lighting plan that is approved by the Planning Commission.

B. Wall Signs:

1. Primary Wall Signs: One wall sign shall be permitted on the southern-facing elevation of the school building, and one wall sign shall be permitted on one of the eastern-facing elevations of the building. These signs shall identify the school and may include the school's logo.

2. Secondary Wall Signs: Secondary wall signs shall be permitted to identify uses within the building to promote wayfinding. These signs shall be placed where architecturally appropriate (as determined by the Planning Commission as part of its review of a final development plan). The number, sizes, locations, and other specifications for signs shall be subject to the review of the Planning Commission as part of a final development plan. Such signs shall be of a smaller size and installed at a shorter height than other permitted wall signage.

C. Ground Signs: A ground sign shall be permitted at the vehicular access point into the site along New Albany-Condit Road and at the vehicular access point along New Albany Road East.

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

X. Miscellaneous:

A. Appeals and Variances:

1. Appeals:

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

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

B. Variances:

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

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

C. ARB Review: Any final development plan for this zoning district shall be reviewed by the City's Architectural Review Board (ARB) in addition to Planning Commission. The ARB shall not review the rezoning application or preliminary development plan application for this zoning district.

SUPPLEMENTARY STATEMENT

CORNERSTONE ACADEMY

I-PUD ZONING DISTRICT

Cornerstone Academy is pleased to present an application to rezone 11.751+/- acres located to the northwest of the intersection of New Albany-Condit Road and New Albany Road East to facilitate the development, construction, and operation of a public charter school. The school will educate students in grades 8-12 and provide learning opportunities as well as sports, arts, music, computer science, and other programming typical of any other school.

An existing Cornerstone Academy elementary school is located on Walnut Street within a few miles to the west of the site that is being zoned. Providing a new facility in close proximity to the existing school will provide efficiencies for the organization and allow for convenient access to both locations for families with children attending both schools. New Albany has been chosen as the location for the new facility due to its exceptional demographics, demand for this type of school, and its proximity to a relatively large base of potential students in the surrounding area.

The site on which the school is proposed is uniquely situated. It would be the second institutional type of use in the area, just down the street from the Canine Companions for Independence campus. To the north is the Nottingham Trace subdivision, which includes a City-owned park that is adjacent to the subject property and provides great synergy with the proposed use. Data centers and other employment-generating uses are to the east and south, and undeveloped land is located to the west. Residential areas are within a short distance of the site, such as the Lifestyle Communities, Upper Clarenton, the Courtyards at New Albany, Wentworth Crossing, and the Enclave. This portion of New Albany continues to see a mix of uses operate and being proposed for development.

In addition to providing an institutional amenity for the City, this project will have a clear economic benefit. It is estimated to create 81 jobs with an annual payroll of \$4.4 million. With the City's 2% income tax rate, this yields \$88,000 per year of income tax revenue prior to factoring inflation. Therefore, it will have the same financial impact to the City as a moderately-sized commercial development.

**CORNERSTONE ACADEMY
I-PUD ZONING DISTRICT**

**Information concerning specific Code requirements for
rezoning submittal by Cornerstone Academy**

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

Response: The Cornerstone Academy Zoning District consists of 11.751+/- acres located at the northwest corner of the intersection of New Albany Road East and New Albany-Condit Road in New Albany. The subject property is in an area that includes a variety of uses, such as the Nottingham Trace neighborhood to the north and its associated City-owned park, the Canine Companions for Independence campus to the northeast, the Pharma Force facility to the east, and existing and future employment generating development to the west. The rezoning of this property to allow a public charter school facility is a good transitional use given the existing surrounding uses.

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

Response: Upon the completion of the zoning for this property and prior to selling the property to any third party, the property will be made subject to The New Albany Business Park CCRs and will become part of The New Albany Business Park Association.

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

Response: Development of the site will occur soon after final zoning and development plan approvals are received. Development is expected to occur over a 12-18 month period.

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

Response: No such application is required.

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

Response: No such application is required.



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

P: 614.335.9321
F: 614.335.9329
aaron@uhlfirm.com

September 21, 2021

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

**RE: School Impact of Zoning of 11.751 +/- Acres Located at 7270 New Albany-
Condit Road, in New Albany, Ohio, by Cornerstone Academy**

Dear Chris:

Cornerstone Academy is in contract to pursuant, from The New Albany Company LLC, certain real property (the "Property") located at 7270 New Albany Condit Road, New Albany, Ohio 43054. This letter accompanies an application to rezone the Property from L-GE, Limited General Employment to I-PUD, Infill Planned Unit Development, to permit a public charter school facility and related improvements. The purpose of this letter is to analyze the impact of this zoning on the New Albany Plain Local School District.

Today the site is undeveloped. While due to its nature as a school it will be exempt from real estate taxation if this application is approved, this project will benefit the NAPLSD in another way. It will provide an alternative school to attend for students who live within the NAPLSD. Therefore, it has the potential to reduce the number of schoolchildren that attend schools in the district, as it is likely that a number of them will choose instead to attend Cornerstone Academy once it is operating on the site. This will have a positive financial impact on the NAPLSD and positively impact any pressure on the district's capacity in its buildings.

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

Sincerely,

Aaron L. Underhill
Attorney for the Applicant

+ 1111 128

EXHIBIT "A"
(Page 1 of 1)

Situated in the State of Ohio, County of Franklin, Village of New Albany, Quarter Township 2, Township 2, Range 16, United States Military District, and being out the residuum of that 209.180 acre tract conveyed to The New Albany Company Limited Partnership of record in Official Record 30262D04 and all of that 6.792 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200801040001997 and described as follows:

Beginning, for reference, at a P.K. nail found at the centerline intersection of New Albany Road East with New Albany - Condit Road (S.R. 605; see Plat Book 91, Page 45) as recorded in Plat Book 86, Page 78;

Thence N 86° 24' 55" W, along said centerline of New Albany Road East, 99.96 feet to a P.K. nail found;

Thence N 03° 35' 05" E, leaving said centerline of New Albany Road East, 50.00 feet to an iron pin set in the north right-of-way line for said New Albany Road East, the True Point of Beginning;

Thence along said north right-of-way line per said Plat Book 86, Page 78, the following courses;

N 86° 24' 55" W, 45.64 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of 26° 45' 29", a radius of 1350.00 feet, and an arc length of 630.47 feet, a chord bearing and chord distance of S 80° 12' 22" W, 624.76 feet to a ¾" iron pipe (EMHT) found at the southwest corner of said 6.792 acre tract, the same being the southeast corner of that 15.735 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200910010142138;

Thence N 04° 02' 00" E, along the common line to said 6.792 acre and 15.735 acre tracts, 838.62 feet to an iron pin set at a common corner thereof, in the south line of that 4.995 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200103010041466;

Thence S 85° 58' 00" E, along the common line to said 6.792 acre and 4.995 acre tracts, 656.62 feet to a ¾" iron pipe (EMHT) found the northeast corner of said 6.792 acre tract, the same being the northwest corner of that 0.707 acre tract conveyed to the State of Ohio of record in Instrument Number 199908230213995, in the west right-of-way line for said New Albany - Condit Road;

Thence along the west line of said 0.707 acre tract, the same being said west right-of-way line, the following courses;

S 29° 13' 56" E, 92.76 feet a ¾" iron pipe (EMHT) found;

S 03° 35' 05" W, 116.47 feet to an iron pin set;

S 16° 19' 37" W, 45.34 feet to an iron pin set;

S 03° 35' 05" W, 400.24 feet to an iron pin set at a point of curvature;

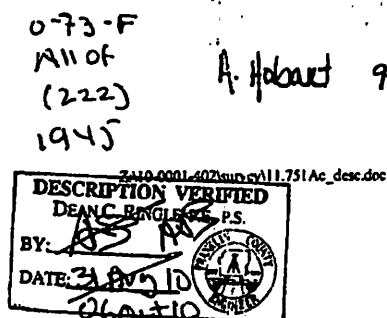
with a curve to the right, having a central angle of 90° 00' 48", a radius of 50.00 feet, and an arc length of 78.55 feet, a chord bearing and chord distance of S 48° 35' 32" W, 70.72 feet to the True Point of Beginning.

Containing 11.751 acres of land, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Douglas R. Hock, P.S. 7661 on August 30, 2010 and is based on existing records and an actual field survey performed in August 2010. A drawing of the above description is attached hereto and made a part thereof.

All iron pins set are ¾" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on N 86° 16' 25" W for the south line of that 18.450 acre tract as shown of record in I.N. 200811260171024.

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.



ADVANCED CIVIL DESIGN, INC.

Douglas R. Hock
Douglas R. Hock, P.S. 7661
8/31/10
9-27-10

A. Hobart

SURVEY OF ACREAGE PARCEL

Village of New Albany, Franklin County, Ohio
Quarter Township 2, Township 2, Range 16, U.S.M.D.

9-27-10

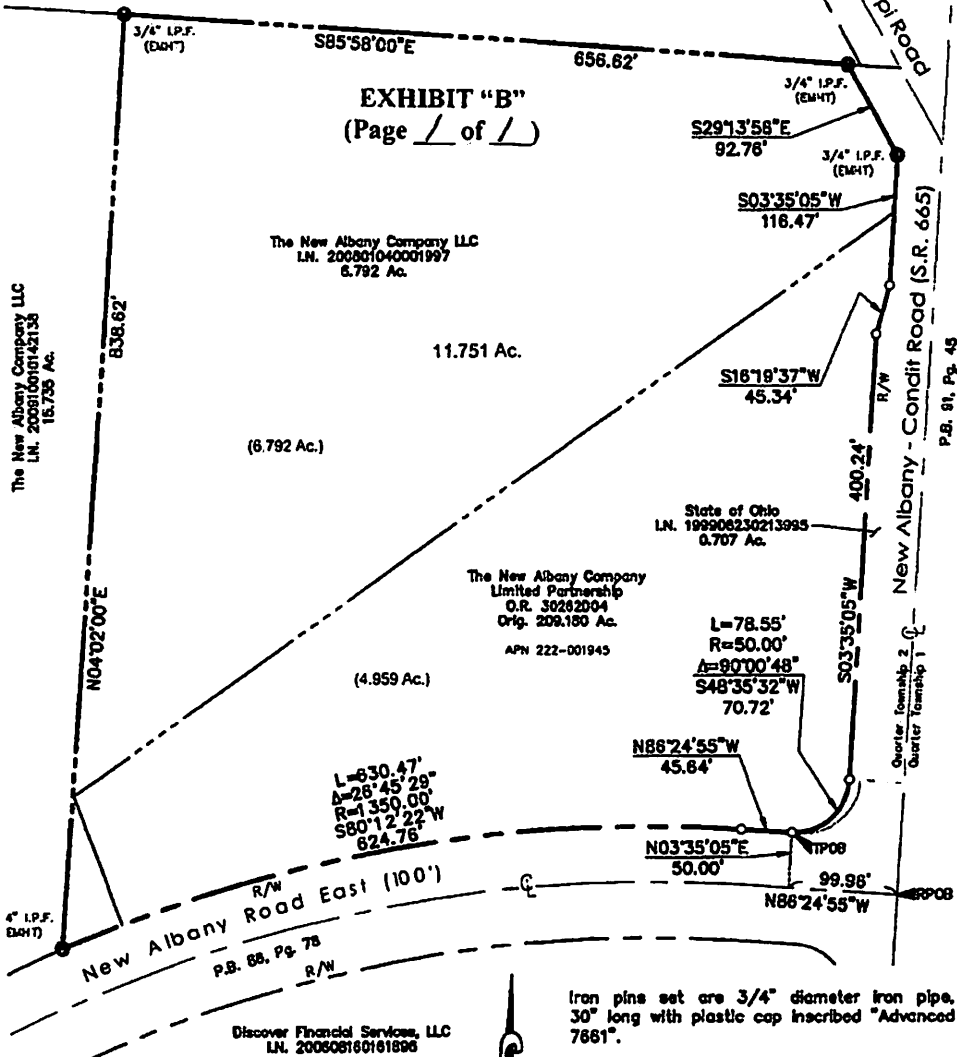
A. Hobart

9-27-10

The New Albany Company LLC
L.N. 200103010041468
4.993 Ac.

A. Hobart

EXHIBIT "B" (Page 1 of 1)

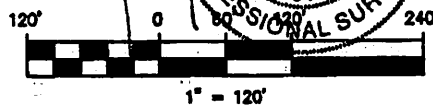
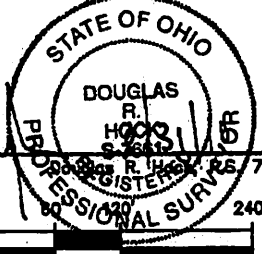


This exhibit is based on existing records and an actual field survey performed in October 2007 and August 2010.

Bearings are based on the same as the plot for a portion of New Albany - Condit Road of record in Plat Book 86, Page 78 in which the centerline of said road bears S 03° 35' 05\"/>

Iron pins set are 3/4\"/>

- Iron Pipe Found
- Iron Rod Found
- ✕ PK Nail Found
- ▲ RR Spike Found
- [M] Monument Box
- Iron Pin Set
- ✕ PK Nail Set
- △ RR Spike Set
- (M) Monument



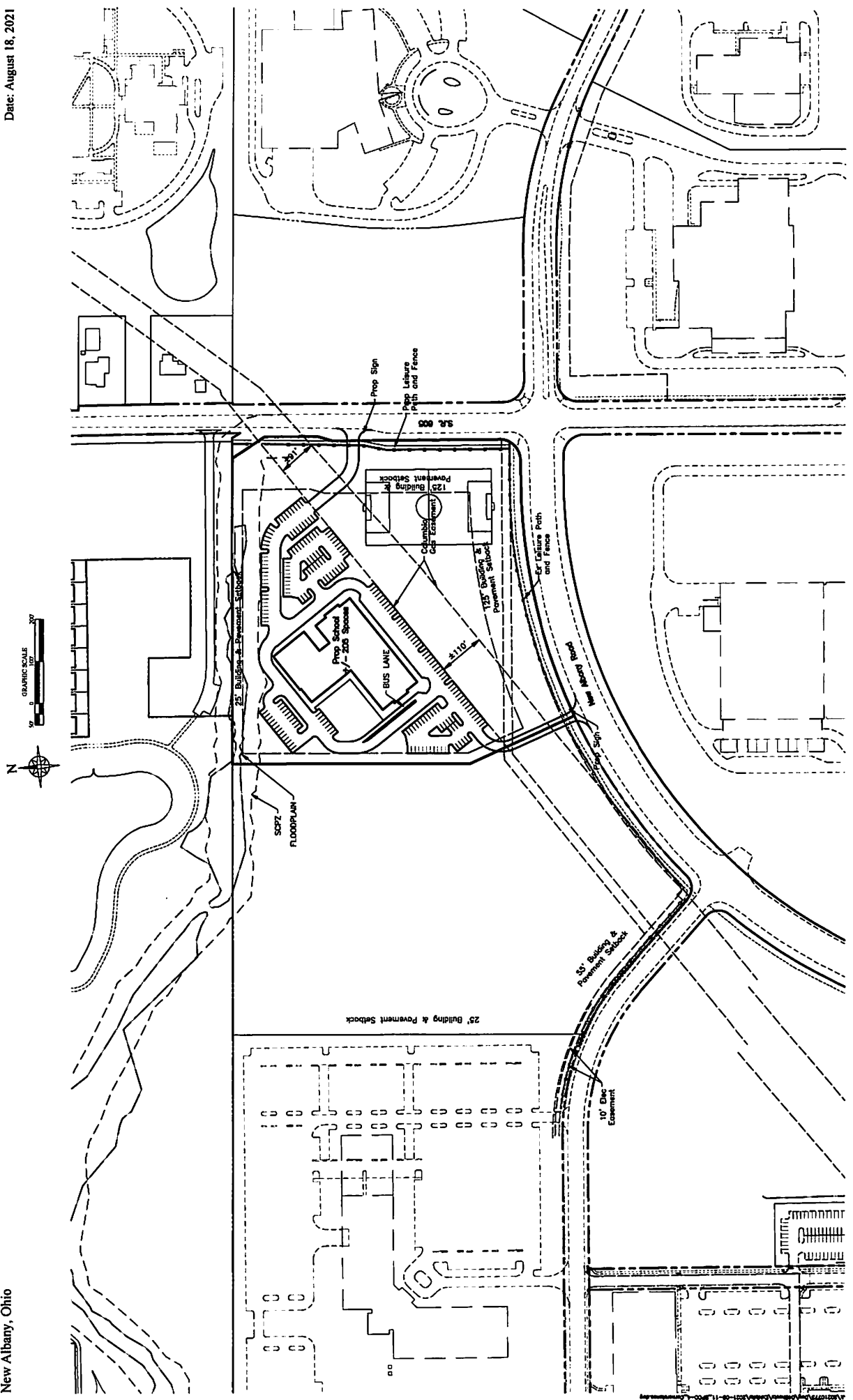
Survey Reference: #744	
DRAWN BY: JCD	JOB NO.: 10-0001-402
DATE: 08/30/2010	CHECKED BY: DRH

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

421 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

THE NEW ALBANY COMPANY

Date: August 18, 2021





ORDINANCE O-01-2022

AN ORDINANCE TO AMEND SECTIONS OF THE CODIFIED ORDINANCES OF THE CITY OF NEW ALBANY CHAPTER 113 "COUNCIL", SPECIFICALLY SECTIONS 113.01 "SALARY OF THE MAYOR" AND 113.02 "SALARY FOR MEMBERS OF COUNCIL" AND TO STRIKE SECTION 113.03 "ADDITIONAL SALARY FOR PRESIDING OVER MAYORS COURT"

WHEREAS, Section 4.04 of the New Albany Charter authorizes council, by ordinance, to annually determine its compensation and benefits, and Codified Ordinance Chapter 113 provides for salary levels of the mayor and members of council, and

WHEREAS, codification is intended to be the semi-permanent ordinances of the city, and council regularly determines its compensation which incurs additional expense in the recodification thereof, and

WHEREAS, many local municipalities either codify a minimum compensation or do not codify council salary amounts, and

WHEREAS, council salary changes will continue to be determined by ordinance which will be published, read twice at council meeting, require a public hearing, and wait for a 30-day referendum period before being adopted.

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. Chapter 113, specifically Sections 113.01, 113.02 of the New Albany Codified Ordinances, are hereby amended to read as set for the below. Chapter 113 Section 113.03 is stricken.

113.01 SALARY OF THE MAYOR AND COUNCIL MEMBERS

The annual salary of the Mayor and Council Members shall be determined and adopted by ordinance no more than annually per New Albany Charter Section 4.04. Salaries shall be the same for all Council Members except as set forth in Section 113.02. Council salary may not be adopted by emergency ordinance.

113.02 ADDITIONAL SALARY FOR PRESIDING OVER MAYOR'S COURT

The additional annual salary of the Mayor and/or the President *Pro Tem* and/or the designated council member who is regularly scheduled to preside in Mayor's Court shall be separately considered and adopted by ordinance no more than annually. Additional salary for Mayor's Court service may not be adopted by emergency ordinance.

Section 2. Salary changes shall be effective as of January 1 of the year they are adopted unless otherwise provided in the legislation.

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 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.

Section 4. Pursuant to Article VI, Section 6.07(B) of the Charter of the City of New Albany, this ordinance shall be in effect thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:

Prepared: 12/17/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective:



ORDINANCE O-02-2022

AN ORDINANCE TO DETERMINE THE ANNUAL COMPENSATION OF THE MAYOR, COUNCIL MEMBERS, AND ADDITIONAL SALARY FOR THE MAYOR, PRESIDENT *Pro Tem*, OR DESIGNATED COUNCIL MEMBER PRESIDING OVER MAYOR'S COURT

WHEREAS, Section 4.04 of the New Albany Charter authorizes council, by ordinance, to annually determine its compensation and benefits; and

WHEREAS, salary amounts for the mayor, members of council, and President *Pro Tem* who presides over Mayor's Court were last set via ordinance O-02-2021; and

WHEREAS, as the city grows, so does the work for council, and a cost of living increase of 3.75% for city staff was approved as part of the 2022 budget; and

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. Annual salaries shall be adjusted as set forth below.

A. SALARY OF THE MAYOR.

The annual salary of the Mayor shall be Twenty-Six Thousand One Hundred dollars and Thirty-Four cents (\$26,100.34) paid bi-weekly.

B. SALARY FOR MEMBERS OF COUNCIL.

The annual salary of each Council Member shall be Eleven Thousand Nine Hundred Sixty dollars and Ninety-Four cents (\$11,960.94) paid bi-weekly. The annual salary of the President *Pro Tem* shall be the same as Council Members, unless said President *Pro Tem* is serving on Mayor's Court, in which case they shall receive additional salary as set forth below.

C. ADDITIONAL SALARY FOR PRESIDING OVER MAYOR'S COURT

The additional annual salary of the Mayor and/or the President *Pro Tem* and/or the designated Council Member who is regularly scheduled to preside in Mayor's Court, averaging two court sessions per month, shall be Five Thousand Nine Hundred Eighty-Six dollars and Thirty-One cents (\$5,986.31) paid bi-weekly.

Section 2. The salary changes shall be effective as of January 1, 2022.

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 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.

Section 4. Pursuant to Article VI, Section 6.07(B) of the Charter of the City of New Albany, this ordinance shall be in effect thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:

Prepared: 12/17/2021
Revised: 12/27/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective:



RESOLUTION R-01-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF MINK STREET

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

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

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

WHEREAS, the pending annexation of approximately 1,689 +/- acres of land located west of Mink Street and south of Green Chapel Road, causes a section of Mink Street to be divided between the City of New Albany and Licking County along the center lines of the roadway; and

WHEREAS, the City of New Albany and the Licking County Board of Commissioners previously entered into Road Maintenance Agreements in February of 2016 and May of 2021 stipulating the maintenance responsibilities of the parties for sections of Mink Street located between Beaver Road and Jug Street; and

WHEREAS, if approved, the pending annexation would expand New Albany's road maintenance responsibilities beyond the northern limits of the current agreement to Green Chapel Road.

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

Section 1. The city manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Licking County Board of Commissioners. Said agreement shall supersede the current agreements which were authorized by council through the adoption of Resolution R-08-2016 on February 8, 2016 and Resolution R-26-2021 on May 18, 2021.

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.

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

CERTIFIED AS ADOPTED this _____ day of January, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	12/17/2022
Introduced:	01/04/2022
Revised:	
Adopted:	
Effective:	

**AGREEMENT FOR MAINTENANCE AND IMPROVEMENTS OF
MINK STREET**

THIS ROAD MAINTENANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of January, 2022, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation ("New Albany" or the "City") and the Board of Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio ("Licking County" or the "County"). It shall succeed and replace the prior Mink Street Maintenance Agreement entered into in May, 2021. New Albany and Licking County are referred to individually herein as "Party" and collectively as "Parties."

WITNESSETH

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

SECTION 1: AUTHORITY

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

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

SECTION 2: PURPOSE

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

SECTION 3: RESPONSIBILITY OF NEW ALBANY

NEW ALBANY shall be responsible for maintenance and improvements of the portions of the Mink Street right of way, now and as may be altered in the future, from its intersection with Green Chapel Road to the southerly limits of the radius returns of the intersection of Worthington Road and Mink Street. The City shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however, the City shall maintain final authority over the design, construction and inspection of the improvements.

NEW ALBANY shall be responsible for the operation and maintenance of all traffic control devices and street lights that exist today or will be installed in the future within the Road Maintenance Agreement area.

NEW ALBANY shall have primary responsibility for snow removal on Mink Street between Green Chapel Road and Worthington Road, and Licking County shall have secondary responsibility for snow removal on said section of roadway.

LICKING COUNTY shall cooperate with the City through the support of grant applications and may, at the request of the City, provide supplemental, in-house engineering services to facilitate improvements to Mink Street.

Nothing in this Agreement shall relieve LICKING COUNTY from their responsibility for maintenance and improvements of all other portions of right-of-way of Mink Street.

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

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

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

SECTION 5: NOTICE OF IMPROVEMENT

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

SECTION 6: TERM

This Agreement shall become effective on the date first written above.

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, either Party may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Party at

least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the portions of both roadways that are the responsibility of New Albany pursuant to this Agreement, are annexed by New Albany and are within the New Albany corporate boundary.

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

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

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

{SIGNATURES ON THE FOLLOWING PAGE}

ATTEST:

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

CITY OF NEW ALBANY:

SIGNATURE: _____

NAME: Joseph Stefanov

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

LICKING COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

Licking County Prosecutor's Office



RESOLUTION R-02-2022

A RESOLUTION TO ASSUME MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF CLOVER VALLEY ROAD BETWEEN JUG STREET AND GREEN CHAPEL ROAD UPON THE ANNEXATION OF THE ADJACENT PARCELS TO THE CITY OF NEW ALBANY, AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO ALL NECESSARY ROAD MAINTENANCE AGREEMENTS WITH THE LICKING COUNTY BOARD OF COMMISSIONERS AND / OR JERSEY TOWNSHIP TRUSTEES FOR THE MAINTENANCE OF CLOVER VALLEY ROAD

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

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

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

WHEREAS, the pending annexation of multiple parcels comprising approximately 1,689 +/- acres and located adjacent to the east and west sides of Clover Valley Road causes sections of Clover Valley Road to be divided between the City of New Albany and Jersey Township along the center lines of the roadway; and

WHEREAS, council has determined that the city has the necessary resources to maintain and make necessary improvements to Clover Valley Road upon the annexation of the adjacent parcels.

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 of New Albany hereby agrees that it will assume maintenance responsibility for the full width of Clover Valley Road between Jug Street and Green Chapel Road including but not limited to the following: paving, striping, drainage, installation and maintenance of traffic control devices, and snow removal.

Section 2. The maintenance responsibilities assumed by the City of New Albany as described in Section 1 shall commence from and after the effective date of the respective annexation of the adjacent parcels to the city.

Section 3. The City of New Albany hereby agrees to cooperate with the Jersey Township Trustees and Licking County with regard to the maintenance of Clover Valley Road, to ensure that the road is maintained in a manner that is in the best interests of the City and Township residents and in an economically efficient manner for the city, the township and Licking County following the respective annexation(s).

Section 4. The city manager is hereby authorized to enter into all necessary Roadway Maintenance Agreements with the Licking County Board of Commissioners and Jersey Township Trustees relative to the maintenance of Clover Valley Road now and in the future.

Section 5. The City of New Albany agrees to hold the Licking County Board of Commissioners and Jersey Township Trustees and their respective employees, agents, and assigns harmless up to the extent of New Albany's general liability insurance coverage in the event that New Albany and/or its employees, agents or contractors are found to be liable in connection with their acts or omissions pursuant to such Roadway Maintenance Agreements. It is expressly acknowledged by the Licking County Board of Commissioners and Jersey Township Trustees that New Albany is not pledging any funds other than available insurance proceeds with respect to this hold harmless provision.

Section 6. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code.

Section 7. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of January, 2022.

Attest:

Sloan T. Spalding

Mayor

Approved as to form:

Jennifer H. Mason

Clerk of Council

Benjamin S. Albrecht

Interim Law Director

Legislation dates:

Prepared: 12/17/2021

Revised: 12/30/2021

Introduced: 01/04/2022

Revised:

Adopted:

Effective:



RESOLUTION R-03-2022

A RESOLUTION TO ASSUME MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF GREEN CHAPEL ROAD BETWEEN MINK STREET AND JOHNSTOWN ROAD UPON THE ANNEXATION OF THE ADJACENT PARCELS TO THE CITY OF NEW ALBANY, AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO ALL NECESSARY ROAD MAINTENANCE AGREEMENTS WITH THE LICKING COUNTY BOARD OF COMMISSIONERS, MONROE TOWNSHIP TRUSTEES AND / OR JERSEY TOWNSHIP TRUSTEES FOR THE MAINTENANCE OF GREEN CHAPEL ROAD

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

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

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

WHEREAS, the pending annexation of multiple parcels comprising approximately 1,689 +/- acres located on the south side of Green Chapel Road, west of Mink Street, causes a section of Green Chapel Road to be divided between the City of New Albany and Licking County along the center lines of the roadway; and

WHEREAS, council has determined that the city has the necessary resources to maintain and make necessary improvements to Green Chapel Road upon the annexation of the adjacent parcels.

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 of New Albany hereby agrees that it will assume maintenance responsibility for the full width of Green Chapel Road between Mink Street and Johnstown Road including but not limited to the following: paving, striping, drainage, installation and maintenance of traffic control devices, and snow removal.

Section 2. The maintenance responsibilities assumed by the City of New Albany as described in Section 1 above, shall commence from and after the effective date of the respective annexation(s) of the adjacent parcels to the city.

Section 3. The City of New Albany hereby agrees to cooperate with the Monroe and Jersey Township Trustees and Licking County with regard to the maintenance of Green Chapel Road, to ensure that the road is maintained in a manner that is in the best interests of the City and Township residents and in an economically efficient manner for the City, the Townships, and Licking County following the respective annexation(s).

Section 4. The city manager is hereby authorized to enter into all necessary roadway maintenance agreements with the Licking County Board of Commissioners, Monroe Township Trustees and / or Jersey Township Trustees relative to the maintenance of Green Chapel Road now and in the future.

Section 5. The City of New Albany agrees to hold the Licking County Board of Commissioners and Jersey Township Trustees and their respective employees, agents, and assigns harmless up to the extent of New Albany's general liability insurance coverage in the event that New Albany and/or its employees, agents or contractors are found to be liable in connection with their acts or omissions pursuant to such Roadway Maintenance Agreements. It is expressly acknowledged by the Licking County Board of Commissioners and Jersey Township Trustees that New Albany is not pledging any funds other than available insurance proceeds with respect to this hold harmless provision.

Section 6. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code.

Section 7. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of January, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:

Prepared: 12/17/2021
Revised: 12/30/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective:



RESOLUTION R-04-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP IN ORDER TO FACILITATE THE ANNEXATION OF PARCELS WITHIN THE BOUNDARIES OF THE FRANKLIN / LICKING COUNTY LINE TO THE WEST, GREEN CHAPEL ROAD TO THE NORTH, MINK STREET TO THE EAST, AND JUG STREET TO THE SOUTH - APPROXIMATELY 3,190.11 + / - ACRES

WHEREAS, the city and the township share certain boundaries and therefore have a shared interest in the general area found immediately east of the Franklin / Licking County Line, south of Green Chapel Road, west of Mink Street and North of Jug Street, as illustrated and depicted in Exhibit A of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property within said boundaries and comprised of approximately 3,190.11+/- acres, may be the subject of annexation petition(s) to be filed with the Licking County Commissioners soon after the Effective Date; and

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

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

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

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

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

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

the city. Any changes to the boundaries of the property shall require a written amendment to this Agreement.

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

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:

Prepared: 12/17/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective:

ANNEXATION AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City and the Township share certain boundaries and therefore have a shared interest in the area generally located east of the Franklin / Licking County Line, south of Green Chapel Road, west of Mink Street and north of Jug Street as illustrated in Exhibit A (such area being referred to herein as the "Property"); and

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

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

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

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

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

annexations of portions of the Property to the City will occur over time as part of various annexation petitions.

- A. Procedure: Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
- B. Effect of Annexation: Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
- C. In the event that the redevelopment and associated change in use of the annexed Property from agricultural and / or residential use to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property as a result of a reduction in the assessed valuation of said Property in tax years 2022 through 2026 when compared with property tax revenue received by the Township for tax year 2021 (January 1, 2021 tax lien date) (Baseline Year), and subject to Section 3.A and Section 3.B below, the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
- D. Cooperative Efforts: Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.

3. Effect of Tax Abatement and Tax Increment Financing (TIF) on Jersey Township:

- A. Subsequent to annexation, if the City, with respect to any portion of the Property that has been annexed to the City, grants any exemption or abatement of commercial real property taxes, then, by May 1 and November 1 of the year

following the year in which the exemption or abatement becomes effective, and continuing each year thereafter, for the duration of the abatement, the City shall pay to the Township an amount equal to 50% of the difference between the abated and unabated real property tax revenue that the Township would have received during the previous calendar year had such abatement not been granted by the City. Notwithstanding the foregoing, this provision shall not apply in the event that said annexation parcels are removed from the political boundaries of Jersey Township.

- B. Subsequent to annexation, if the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to 50% of the real property tax revenue that the Township would have received subsequent to annexation had the TIF not been granted by the City. Notwithstanding the foregoing, this provision shall apply only to those calendar years in which the applicable Property is not subject to a real property tax abatement. For any period during the term of the TIF, in which any real estate property tax incentives/exemptions are in place on the Property, the City shall not be obligated to make any such Payments.

- 4. Public Infrastructure: In addition to their agreement regarding annexation of the Property as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve areas in the vicinity of the Property. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Mink Street, Jug Street, Clover Valley Road, Green Chapel Road, Miller Road and Beech Road. Certain additional public infrastructure improvements also may need to be made by the City from time-to-time in the future in order to serve the Property and areas in the general vicinity of the Property.

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

- 5. Miscellaneous:

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

courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to City:

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

If to Township:

Jersey Township Board of Trustees

Fax: _____

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

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

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

City of New Albany

By: _____
Joseph Stefanov, City Manager

Date: _____

Approved as to Form:

Mitchell Banchefsky,
Law Director

Jersey Township

By: _____
Dan Wetzel, Trustee

By: _____
Jeff Fry, Trustee

By: _____
Ben Pieper, Trustee

Date: _____

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBIT A

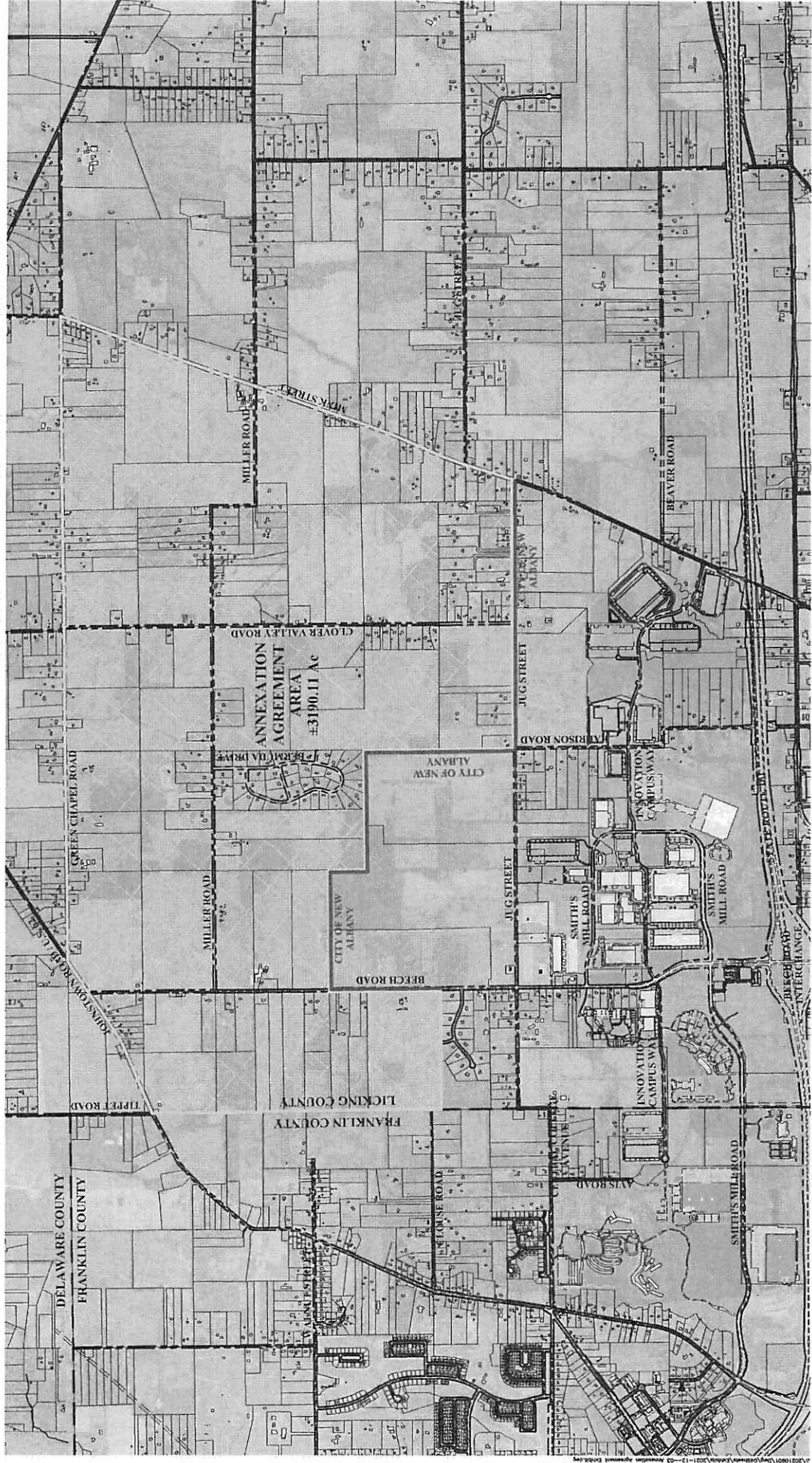
Depiction of the "Agreement A"

PROPOSED ANNEXATION AGREEMENT AREA

New Albany, Ohio

CITY OF NEW ALBANY

Date: December 3, 2021





RESOLUTION R-05-2022

A RESOLUTION TO CLARIFY CERTAIN SECTIONS OF THE CITY OF NEW ALBANY'S PERSONNEL POLICIES TO DEFINE EARNABLE AND NON-EARNABLE SALARY AS REQUESTED BY THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

WHEREAS, the Ohio Public Employees Retirement System (OPERS) has requested annual clarification of the city's Codified Ordinance Sections 155.08, 155.10, and 155.11 to determine pensionable earnable salary eligibility; and

WHEREAS, the Ohio Public Employees Retirement System (OPERS) has also requested that the city confirm its definition of salary, which is not pensionable.

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. Pursuant to ORC Section 145.01 and the OAC 145.1-26, the City of New Albany has executed a plan for the conversion of sick leave to cash for leave that is accrued, but not used, during the calendar year, as defined as January 1 to December 31, as part of an annual conversion plan. These earnings are earnable salary on which employee and employer contributions shall be remitted to OPERS.

Section 2. Sick leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year.

Section 3. Retiring employees' sick leave conversion payments must occur according to the plan and either prior to or during the month of their termination date for this earnable salary to be included in the calculation of Final Average Salary.

Section 4. The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- Leave in excess of the annual amount of leave accrued January 1 to December 31 less leave used January 1 to time of payment
- Leave earned in previous calendar years (other than payments made in January for leave accrued but not used during the previous calendar year)
- Conversion of leave to employees separating employment

- Conversion of leave to retiring employees outside the regular payment schedule

Section 5. The city's accrual policy for Sick, Vacation, and Personal Leave is summarized in the attached Exhibit A.

Section 6. 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.

Section 7. Pursuant to the Article 6.07(A) of the New Albany City Charter, this resolution shall take effect upon passage, and shall be retroactive to January 1, 2022.

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 12/21/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective:

155.08 PERSONAL LEAVE.

(a) In addition to the observed holidays set forth in C.O. 155.07(a), all full-time employees shall be authorized to observe sixteen (16) hours designated as "personal leave". Such time shall be scheduled as far in advance as possible and approved by the supervisor, except that no reasonable request shall be denied. Wages shall be computed on the basis of the employee's existing rate of compensation at the time the leave is taken. Any unused personal leave remaining after the last pay period of the same year or when an employee terminates his/her employment shall be forfeited.

(b) New employees hired before June 30 will be authorized to observe sixteen (16) hours of personal leave. New employees hired between July 1 and November 30 will be authorized to observe eight (8) hours of personal leave. New employees hired December 1 or after will not be eligible for any personal leave that year.

155.09 VACATION.

(a) Full-time, non-exempt employees shall accrue vacation on the following schedule:

(1) At employment up to the completion of the 4th year of employment - 3.077 hours per pay period

(2) Upon completion of the 4th year of employment up to the completion of the 9th year of employment - 4.615 hours per pay period

(3) Upon completion of the 9th year of employment up to the completion of the 14th year of employment - 6.154 hours per pay period

(4) Upon completion of the 14th year of employment and beyond - 7.70 hours per pay period

(b) The annual vacation schedule for full-time, exempt employees shall be as follows:

(1) At appointment - three weeks. Employees who move from a non-exempt position to an exempt position will be provided three weeks upon appointment to the exempt position and continue to accrue at the rate otherwise qualified for based on length of continuous service with the City.

(2) Upon completion of the 1st year of employment up to the completion of the 4th year of employment – 4.615 hours per pay period

(3) Upon completion of the 4th year of employment up to the completion of the 7th year of employment – 6.154 hours per pay period

(4) Upon completion of the 7th year of employment and beyond - 7.70 hours per pay period.

(c) Vacations shall be at full pay at the current salary rate.

(d) Each full-time employee and official shall be permitted an annual standard maximum carryover of three (3) times the annual vacation accrual rate. Any accrued vacation leave in excess of the appropriate above maximum carryover limits standing to the credit of the

employee on December 1 shall become void on December 31 unless used by the employee or carried over to the subsequent calendar year following the submission to and approval of such request by the City Manager on December 1. Approval of such requests will be limited to instances where factors beyond the employee's control or directly related to the operational needs of the City prevented the employee from using the accrued vacation.

(e) No advance of vacation is permitted. Only requests for vacation less than or equal to the accrued balance will be approved.

(f) Leave is accrued on the basis of an 80 hour pay period such that any time not in paid status during a pay period will result in a reduced, pro-rated accrual for that pay period.

(g) In order to recruit and retain qualified persons, employees shall accrue vacation leave as provided in (a) or (b), above, except that accrual rates above the minimum may be authorized if the Department Head and the Human Resources Officer submit adequate reasons in writing and the action is approved by the City Manager. Approval will be based upon the exceptional qualification of the applicant or the inability to employ adequately qualified personnel. In awarding a higher accrual rate, consideration shall be given to the applicant's qualifications, work experience, the level of responsibility required in the position and the availability of qualified applicants or other relevant market factors. Employees granted higher accrual rates shall move to the next accrual rate upon completion of four (4) years of employment with the City.

(h) Compensation for vacation leave in lieu of time off shall not be granted.

(i) Vacation leave shall be scheduled as far in advance as possible and at the discretion of the supervisor. In the event of conflicting requests, the Department Head shall resolve the conflict based on the operating needs of the department/division.

(j) Where an employee becomes deceased while in paid status in municipal employment, any accrued vacation leave to his/her credit shall be paid in a lump sum first to the surviving spouse, then to the deceased's estate.

(k) Upon retirement or termination, unused accrued vacation leave will be cashed out in the form of a lump sum monetary payment.

155.10 SICK LEAVE.

(a) All full-time employees and officials shall be credited sick leave at the rate of 4.615 hours for each pay period. Leave is accrued on the basis of an 80 hour pay period such that any hours not in paid status during a pay period will result in a reduced pro-rated accrual for that pay period.

(b) Sick leave may be accumulated without limit.

(c) When used, sick leave shall be deducted from the cumulative total on a quarter-hour basis.

(d) Employees may use leave for absence due to personal illness, pregnancy, injury, exposure of contagious disease which could be communicated to other employees, and to illness

or injury of the employee's spouse, child, mother, father, or other relative residing in the employee's household. Sick leave may also be used for medical, vision or dental related examination and care.

(e) Employees may be required to furnish proof of illness by furnishing a doctor's statement if the duration of the illness exceeds three (3) working days.

(f) Absence due to sickness in the immediate family not residing in the employee's household, and requiring the continuing presence of the employee to make arrangements for hospitalization or other care shall not exceed three consecutive workdays. The City Manager may approve additional absences for this purpose.

(g) Excessive use, abuse of, or misuse of sick leave may be cause for disciplinary action or dismissal.

(h) Employees for whom a replacement must be found and who are unable to report to work for any reason listed herein must report their anticipated absence to their supervisor at least one hour prior to the start of their shift on the first day of their absence. Other employees must report their anticipated absence before the expiration of the first half-hour of the start of their shift. All employees shall report accordingly on each succeeding day of their absence unless other arrangements are authorized.

(i) Sick leave may be transferable between employees due to exigent circumstances, with the approval of the City Manager.

(j) Use of sick leave is limited to employee absence due to illness or non-work related injury and quarantine of the employee by health authorities. For family medical incidents, an employee may use up to four (4) days for each discrete incident.

(k) Following the fourth (4th) occurrence of sick leave absence of one day or more in a twelve month period of time, the employee may be required to secure and present a certificate from a doctor giving information as to the circumstances involved or nature of the illness to receive pay for each subsequent absence involving sick leave in the remainder of that twelve month period. The documentation shall be sent to the Human Resources Officer to be placed in the individual's personnel file.

(l) Sick leave accumulated during former employment with the City or with another public agency may be credited to the employee upon his/her re-employment or hire with the City provided such re-employment/employment takes place within ten (10) years of the former termination date.

- a. Up to 1,920 hours of previously accumulated sick leave from another public agency may be transferred to the employee's credit at a rate of two (2) to one (1) for each hour accrued as an employee of the City of New Albany.
- b. Rate of accrual shall be in conformance with C.O. 155.10(a).

(m) Upon retirement or separation in good standing, full-time employees may convert unused accrued sick leave to a lump sum monetary payment on the following conditions:

(1) For the first 120 hours (15 days) of sick leave accrued, payment shall be hour for hour. Accumulated sick leave above 120 hours shall be paid at the rate of eight (8) hours pay for every 24 hours accumulated.

(2) Payment will be at the hourly rate in effect at the time of retirement or termination.

(3) Employees terminated for cause or who fail to give two weeks' written notice of intent to terminate are not eligible for the sick leave conversion benefit.

155.11 SICK LEAVE RECIPROCITY

(a) During January, each permanent full-time non-union employee may receive payment in cash for a portion of unused accrued sick leave hours at the end of the preceding fiscal year, provided such employee was entitled to sick leave benefits during all of the twenty-six (26) pay periods of the previous year and did not use more than 40 hours of paid sick leave or injury leave during the calendar year. Additionally, in order to participate, an employee must have at least 480 hours of sick leave after cash benefit hours are taken. Those who are eligible may cash in up to 48 hours of sick leave. Eligible employees must elect, no later than September 1 of each year, to convert up to forty-eight (48) hours of sick leave for payment in the first full pay period in January of the next calendar year (payable at the employees base rate of pay as of December 31 of the year of the election).

(b) The number of reciprocity hours paid each employee will be subtracted from the total accrued unused sick leave. The balance of unused sick leave will be carried forward each year as the current sick leave account.



RESOLUTION R-06-2022

A RESOLUTION TO APPROVE A FEE PAYMENT IN LIEU OF LEISURE TRAIL CONSTRUCTION IN ACCORDANCE WITH CODIFIED ORDINANCE SECTIONS 1165.06 AND 1187.18 AT 5170 HARLEM ROAD AS REQUESTED BY BRUCE HENNESSY AND SHIVKAMINI SOMASUNDARAM

WHEREAS, codified ordinance section 1165.06(b) requires the developer/owner to provide and pay the entire cost of improvements to land including construction of leisure trails; and

WHEREAS, codified ordinance section 1165.06(c) allows for a fee-in-lieu of construction of a required leisure trail where special circumstances exist; and

WHEREAS, codified ordinance section 1187.18 sets forth the criteria for approval by which council may approve a fee-in-lieu of leisure trail construction and a calculation to determine the fee payment; and

WHEREAS, the applicant has submitted a request to pay a fee-in-lieu of construction of a leisure trail at 5170 Harlem Road and staff has determined that the request is complete according to codified ordinance section 1187.18(c); and

WHEREAS, staff has determined that sufficient right-of-way is dedicated in order for the city to complete the trail construction at some time in the future if deemed appropriate.

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 agrees that the developer/owner has proven that the construction of the leisure trail is not appropriate due to one of the following conditions outlined in section 1187.18 of the codified ordinances:

- a. Leisure trail construction is impracticable due to topographical conditions or site constraints;
- b. Leisure trail does not exist in the area, there is not a likelihood for sidewalks and/or trails to be constructed in the near future, and that a fee in-lieu would better serve the community than a sidewalk or trail installed at the required location.

Section 2. Council hereby adopts a motion establishing a priority for a fee payment in lieu of leisure trail construction for the subject property.

Section 3. Council hereby approves a recommendation from the city engineer regarding the calculation of the fee and, in accordance with codified ordinance section 1187.18(e), requires that permits for construction or improvements will not be issued by the municipality for the subject development until the fee payment is received.

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 12/15/2022
Introduced: 01/04/2022
Revised:
Adopted:
Effective:



RESOLUTION R-07-2022

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ECONOMIC DEVELOPMENT AGREEMENT WITH ABERCROMBIE & FITCH CO. AND ABERCROMBIE & FITCH MANAGEMENT CO.

WHEREAS, pursuant to Resolution No. R-56-15 adopted by New Albany City Council on December 1, 2015, the City entered into an Economic Development Agreement (the "EDA") with Abercrombie & Fitch Co. (together with its affiliates and subsidiaries collectively referred to herein as the "Company") to induce the Company to maintain and grow its operations to maintain existing and create additional employment opportunities in the City, and the Company is in compliance with that EDA; and

WHEREAS, pursuant to Resolution No. R-24-2018 adopted by New Albany City Council on July 17, 2018, the City and the Company amended the Economic Development Agreement on August 21, 2018, with Abercrombie & Fitch Co. (the "First Amendment to Economic Development Agreement") to (i) assign the agreement to Abercrombie & Fitch Management Co., (ii) provide that the definition of "Company" includes "parents" in addition to "affiliates and subsidiaries", and, (iii) clarify the specific list of publicly funded infrastructure improvements as provided for in Section 3(d) of the EDA; and

WHEREAS, the global coronavirus pandemic (COVID-19) has prompted the Company to evaluate and modify its business operations to allow for more individual autonomy for employees in selecting their worksite for a portion of their work hours; and

WHEREAS, the need exists to amend defined terms and include new defined terms in Section 1 of the EDA and amend Sections 2 and 3 to better reflect how the EDA is to be administered as the company anticipates a portion of their workforce working in locations outside of the City of New Albany, Ohio;

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 Second Amendment to Economic Development Agreement, by and between the City and the Company, in the form presently on file with the Clerk of Council, amending the defined terms in Section 1 of the EDA and amending Sections 2 and 3 to better reflect how the EDA is to be administered as the company anticipates a portion of their workforce working in locations outside of the City of New Albany, Ohio as a result of the impacts of the global coronavirus pandemic (COVID-19). The City Manager, for and in the name of this City, is hereby authorized to execute that Second Amendment to Economic Development Agreement with the

character of any changes thereto being consistent with this Resolution and not substantially adverse to the City, evidenced conclusively by the execution thereof.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 11/22/2021
Introduced: 01/04/2022
Revised:
Adopted:
Effective: