



ORDINANCE O-39-2022

ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, Ohio Revised Code §5705.38(A) requires the taxing authority of each political subdivision to pass an annual appropriation measure on or about the first day of each year; and

WHEREAS, Council for the City of New Albany, State of Ohio, wishes to provide for funding for current expenses and other expenditures of the city during fiscal year 2023.

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. To provide for the current expenses and other expenditures within the 2023 Annual Budget Program of the City of New Albany during the fiscal year ending December 31, 2023, the annual sums as follows are hereby set aside and appropriated:

Fund	Department	Category	Amount
General	Police	Personal Services	7,486,018
General	Police	Operating and Contractual Services	396,890
General	Community Development	Personal Services	2,782,421
General	Community Development	Operating and Contractual Services	2,194,700
General	Public Service	Personal Services	4,836,240
General	Public Service	Operating and Contractual Services	1,897,750
General	Land & Building Maintenance	Personal Services	179,056
General	Land & Building Maintenance	Operating and Contractual Services	2,011,150
General	Council	Personal Services	352,422
General	Council	Operating and Contractual Services	41,750
General	Administrative Services	Personal Services	2,239,844
General	Administrative Services	Operating and Contractual Services	2,647,117
General	Finance	Personal Services	977,536
General	Finance	Operating and Contractual Services	759,000
General	Legal	Personal Services	500
General	Legal	Operating and Contractual Services	378,500

Fund	Department	Category	Amount
General	General Administration	Personal Services	242,017
General	General Administration	Operating and Contractual Services	840,500
General	N/A	Transfers & Other Financing Uses	10,102,136
		Total General Fund	40,365,547

Fund	Department	Category	Amount
Severance Liability	General Administration	Personal Services	220,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	155,000
Street Construction, Maintenance & Repair	N/A	Capital	800,000
State Highway	Public Service	Operating and Contractual Services	20,000
State Highway	N/A	Capital	20,000
Permissive Tax	Public Service	Operating and Contractual Services	155,000
Permissive Tax	N/A	Capital	30,000
Alcohol Education	Police	Operating and Contractual Services	1,000
Drug Use Prevention Program Grant	Police	Personal Services	20,000
Drug Use Prevention Program Grant	Police	Operating and Contractual Services	73,463
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
OneOhio Opioid	Police	Operating and Contractual Services	2,000
K-9 Patrol	Police	Personal Services	17,500
K-9 Patrol	Police	Operating and Contractual Services	3,000
Safety Town	Police	Operating and Contractual Services	58,730
DUI Grant	Police	Personal Services	10,000
DUI Grant	Police	Operating and Contractual Services	14,700
Law Enforcement Assistance	Police	Personal Services	1,200
Economic Development (NACA)	Community Development	Operating and Contractual Services	3,289,713
Economic Development (NACA)	Public Service	Operating and Contractual Services	135,000
Economic Development (NACA)	N/A	Transfers & Other Financing Uses	1,075,287
Economic Development (NAECA)	N/A	Transfers & Other Financing Uses	2,149,378
Local Fiscal Recovery	General Administration	Operating and Contractual Services	27,221
Local Fiscal Recovery	N/A	Capital	1,000,000
Hotel Excise Tax	Community Development	Operating and Contractual Services	170,000
Healthy New Albany Facilities	General Administration	Operating and Contractual Services	93,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	770,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	439,325
Hinson Amphitheater Fund	General Administration	Operating and Contractual Services	60,000
Alcohol Indigent	Administrative Services	Operating and Contractual Services	1,000
Mayors Court Computer	Administrative Services	Operating and Contractual Services	1,000

Fund	Department	Category	Amount
Court Special Projects	Administrative Services	Operating and Contractual Services	1,000
Clerk's Office Computer	Administrative Services	Operating and Contractual Services	1,000
Subdivision Development	Community Development	Operating and Contractual Services	1,000,000
Builder's Escrow	Community Development	Operating and Contractual Services	600,000
Oak Grove EOZ	Community Development	Operating and Contractual Services	4,447,169
Central College EOZ	Community Development	Operating and Contractual Services	2,886,909
Oak Grove II EOZ	Community Development	Operating and Contractual Services	3,518,069
Blacklick EOZ	Community Development	Operating and Contractual Services	4,115,371
Windsor TIF	General Administration	Operating and Contractual Services	800,000
Windsor TIF	N/A	Capital	6,500,000
Windsor TIF	N/A	Transfers & Other Financing Uses	726,555
Wentworth Crossing TIF	General Administration	Operating and Contractual Services	120,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	160,000
Hawksmoor TIF	General Administration	Operating and Contractual Services	63,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	102,101
Enclave TIF	General Administration	Operating and Contractual Services	21,500
Enclave TIF	N/A	Transfers & Other Financing Uses	60,000
Saunton TIF	General Administration	Operating and Contractual Services	49,500
Saunton TIF	N/A	Transfers & Other Financing Uses	120,000
Richmond Square TIF	General Administration	Operating and Contractual Services	63,500
Richmond Square TIF	N/A	Transfers & Other Financing Uses	105,283
Tidewater I TIF	General Administration	Operating and Contractual Services	122,500
Tidewater I TIF	N/A	Transfers & Other Financing Uses	300,000
Ealy Crossing TIF	General Administration	Operating and Contractual Services	124,000
Ealy Crossing TIF	N/A	Transfers & Other Financing Uses	300,000
Upper Clarenton TIF	General Administration	Operating and Contractual Services	185,000
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	235,225
Balfour Green TIF	General Administration	Operating and Contractual Services	11,500
Balfour Green TIF	N/A	Transfers & Other Financing Uses	17,130
Straits Farm TIF	General Administration	Operating and Contractual Services	331,000
Oxford TIF	General Administration	Operating and Contractual Services	43,000
Oxford TIF	N/A	Transfers & Other Financing Uses	67,000
Schleppi (Residential) TIF	General Administration	Operating and Contractual Services	60,000
Schleppi (Residential) TIF	N/A	Transfers & Other Financing Uses	66,476
Blacklick TIF	General Administration	Operating and Contractual Services	1,025,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	195,144
Blacklick II TIF	General Administration	Operating and Contractual Services	100,500
Village Center TIF	General Administration	Operating and Contractual Services	615,000
Village Center TIF	N/A	Transfers & Other Financing Uses	420,000
Research & Technology District TIF	General Administration	Operating and Contractual Services	5,000
Oak Grove II TIF	General Administration	Operating and Contractual Services	1,027,500
Village Center II TIF	General Administration	Operating and Contractual Services	550,000
		Total Special Revenue Funds	42,076,699

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	5,793,704
		Total Debt Service Funds	5,793,704

Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	14,900,000
Capital Improvement	Finance	Operating and Contractual Services	80,000
Park Improvement	N/A	Capital	2,900,000
Park Improvement	Finance	Operating and Contractual Services	25,000
Water & Sanitary Sewer Improvement	N/A	Capital	15,000
Infrastructure Replacement	Finance	Operating and Contractual Services	1,500
Capital Equipment Replacement	N/A	Capital	2,583,800
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	40,000
Economic Development Capital	N/A	Capital	230,580,000
		Total Capital Projects Funds	251,125,300
		Total All Funds	339,361,250

Section 2. To affect the purposes of the foregoing appropriations, the city manager is authorized to enter into agreements on such terms determined in the city manager's discretion, consistent with all other ordinances and resolutions in effect and enacted from time to time.

Section 3. The director of finance is authorized to allocate the appropriations for a department within activities. Except as provided in Section 4 and Section 5, the director of finance is authorized to approve transfers between activities, provided that funds may not be transferred between appropriation line items.

Section 4. The director of finance is authorized to transfer up to \$10,000 between appropriation line items, provided that such transfers are within the same fund and department, where applicable.

Section 5. The director of finance is authorized to transfer appropriations between the General fund and various special revenue funds which include the police department, provided that such transfers are for an expense meeting the restrictions of said fund or funds, where applicable.

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 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 VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/01/2022

Introduced: 11/15/2022

Revised: 11/28/2022

Revised: 12/05/2022

Adopted:

Effective:



ORDINANCE O-41-2022

AN ORDINANCE TO AMEND CHAPTER 1113 OF THE PLANNING AND ZONING CODE OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, it has been found that the Codified Ordinances of the City of New Albany, Chapter 1113 needs to be amended to allow for building and structure conditions to be taken into consideration by the Architectural Review Board in addition to site specific conditions when evaluating a waiver request; and

WHEREAS, an amendment is necessary in order to ensure orderly growth; and

WHEREAS, the Architectural Review Board and Planning Commission have held public hearings on separate occasions and received public input into the amendments and recommended approval of the proposed amendment to the codified ordinance.

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

Section 1. Portions of Codified Ordinance Chapter 1113 be amended as set forth in Exhibit A, which depicts these amendments in colored ink.

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 all legal requirements, including 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:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/21/2022

Introduced: 12/06/2022

Revised:

Adopted:

Effective:

CHAPTER 1113 APPEALS, VARIANCES AND WAIVERS¹

1113.01 APPEALS.

- (a) Taking of Appeals . Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Ordinance by a staff member may be taken by any person aggrieved including a tenant, or by a governmental officer, department, board, or bureau, unless otherwise specified in this chapter. Such appeal shall be taken within twenty (20) days after the date of the decision, by filing with the Board of Zoning Appeals, a notice of appeal specifying the grounds thereof.
- (b) Imminent Peril . An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City Manager's designee 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 a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings 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 City Manager's designee or by judicial proceedings.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.02 NATURE OF VARIANCE AND WAIVER.

On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of the Zoning Ordinance unreasonable and, therefore, procedures for variances and waivers from development standards are 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.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.03 APPLICATION FOR VARIANCES AND APPEALS.

Any person owning or having an interest in property, may file an application to obtain a variance or appeal from the decision of the City Manager's designee.

The application of a variance or an appeal shall be made on such forms as prescribed by staff and shall contain the following information:

- (a) Name, address and phone number of the applicant.
- (b) Legal description of property as recorded in Franklin County Recorder's office.
- (c) Each application for a variance or appeal shall refer to the specific provisions of this Ordinance which apply.

¹Cross reference(s)—Board of Zoning Appeals - see CHTR. 10.03 et seq.;
Appeals from zoning decisions - see ORC 713.11, Ch. 2506

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- (d) The names and addresses of all property owners within two hundred (200) feet, contiguous to, and directly across the street from the property, as appearing on the Franklin County Auditor's current tax list.
 - (e) A narrative statement explaining the following:
 - (1) The use for which variance or appeal is sought.
 - (2) Details of the variance or appeal that is applied for and the grounds on which it is claimed that the variance or appeal should be granted, as the case may be.
 - (3) The specific reasons why the variance or appeal is justified according to this chapter.
 - (4) Such other information regarding the application for appeal as may be pertinent or required for appropriate action by the Board of Zoning Appeals.
 - (f) A plot plan drawn to an appropriate scale showing the following:
 - (1) The boundaries and dimensions of the lot.
 - (2) The nature of the special conditions or circumstances giving rise to the application for approval.
 - (3) The size and location of existing and proposed structures.
 - (4) The proposed use of all parts of the lots and structures, including accesses, walks, off-street parking and loading spaces, and landscaping.
 - (5) The relationship of the requested variance to the development standards.
 - (6) The use of land and location of structures on adjacent property.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.04 SUPPLEMENTARY CONDITIONS AND SAFEGUARDS.

In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under Section 1109.99. Under no circumstances shall the Board of Zoning Appeals grant an appeal or variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.05 PUBLIC HEARINGS AND NOTICE.

- (a) Public Hearing. The Board of Zoning Appeals shall hold a public hearing within thirty (30) days after receipt of an application for an appeal or variance from staff.
- (b) Notice. Before conducting the required public hearing, notice of the hearing shall be given in one or more newspapers of general circulation in the Municipality at least seven (7) days before the date of said hearing. The notice shall set forth the time and place of the public hearing and the nature of the proposed appeal or variance.

Written notice of the required public hearing shall be mailed by first class mail, at least ten (10) days before the day of the hearing to owners of property within two hundred (200) feet from, contiguous to, and directly across the street from the property being considered.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.06 ACTION BY THE BOARD OF ZONING APPEALS.

Within thirty (30) days after the public hearing, the Board of Zoning Appeals shall either approve, approve with supplementary conditions, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall only approve a variance or approve a variance with supplementary conditions if the following findings are made:

- (a) That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same zoning district.
- (b) That a literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Ordinance.
- (c) That the special conditions and circumstances do not result from the action of the applicant.
- (d) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands or structures in the same zoning district.
- (e) That granting the variance will not adversely affect the health and safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity.
- (f) Certified copy of the Board's decision shall be transmitted to the applicant, or appellant, and a copy shall be filed with the Community Development Department.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.07 CERTIFICATE OF ZONING COMPLIANCE.

A certificate of zoning compliance may be issued only within the period of one year from the date of final approval by the Board of Zoning Appeals.

(Ord. 30-93. Passed 5-18-93; Ord. O-08-2011. Passed 5-17-11.)

1113.08 ACTION BY BOARD OF ZONING APPEALS.

Within thirty (30) days after the public hearing pursuant to Section 1113.05 or within thirty (30) days of the application if a hearing is not held, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 1113.04, or disapprove the request for appeal or variance. If the application is approved, or approved with supplementary conditions, the Board of Zoning Appeals shall make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building or structure. If the request for appeal or variance is denied, the applicant may seek relief through the Court of Common Pleas. A written copy of the Board's decision and findings will be provided to the applicant.

(Ord. O-08-2011. Passed 5-17-11.)

1113.09 WAIVERS.

Where specifically defined within the Zoning Ordinance, deviations from certain development standards are subject to the waiver process. A waiver to the standards may be approved by the Architectural Review Board (ARB) upon the request of an applicant as part of a certificate of appropriateness application. In considering a request for a waiver, the ARB shall conduct a public meeting in conjunction with the certificate of appropriateness.

(Ord. O-08-2011. Passed 5-17-11.)

1113.10 APPLICATION FOR WAIVER.

An applicant who wishes to have a requirement of the Zoning Ordinance waived must apply to the ARB through city staff for said waiver in conjunction with a certificate of appropriateness application that will be reviewed by the Architectural Review Board. The applicant must indicate the nature of the waiver sought and provide a statement explaining why the waiver should be granted. Any drawings or other materials needed to support the application, as determined by city staff, shall be submitted with the waiver request.

(Ord. O-08-2011. Passed 5-17-11.)

1113.11 ACTION BY THE ARCHITECTURAL REVIEW BOARD.

Within thirty (30) days after the public meeting, the ARB shall either approve, approve with supplementary conditions, or disapprove the request for a waiver. The ARB shall only approve a waiver or approve a waiver with supplementary conditions if the ARB finds that the waiver, if granted, would:

- (a) Provide an appropriate design or pattern of development considering the context in which the development is proposed and the purpose of the particular standard. In evaluating the context as it is used in the criteria, the ARB may consider the relationship of the proposed development with adjacent structures, the immediate neighborhood setting, or a broader vicinity to determine if the waiver is warranted;
- (b) Substantially meet the intent of the standard that the applicant is attempting to seek a waiver from, and fit within the goals of the Village Center Strategic Plan, Land Use Strategic Plan and the Design Guidelines and Requirements;
- (c) Be necessary for reasons of fairness due to unusual building, structure, or site - specific conditionseonstraints; and
- (d) Not detrimentally affect the public health, safety or general welfare.

(Ord. O-08-2011. Passed 5-17-11.)



ORDINANCE O-42-2022

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR NEW ALBANY COUNTRY CLUB SECTION 30, AS REQUESTED BY THE NEW ALBANY COMPANY

WHEREAS, in accordance with New Albany Ordinance 77-91; and pursuant to written certification by the city engineer that the improvements and appurtenances thereto for New Albany Country Club Section 30, have been completed to the standards set by Codified Ordinance 1187; and

WHEREAS, a 2-year maintenance bond in the amount of \$171,755, and an engineering inspection fee deposit in the amount of \$3,006, and a 5-year settlement bond of \$118,976 will be provided by the applicant prior to the second reading.

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

Section 1. The improvements and appurtenances thereto for are hereby accepted.

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

Section 3. Pursuant to Article VI, Section 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) 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
Law Director

Legislation dates:

Prepared:	11/23/2022
Introduced:	12/06/2022
Revised:	
Adopted:	
Effective:	



ORDINANCE O-43-2022

AN ORDINANCE TO EXECUTE A SECOND AMENDMENT TO A CONSERVATION EASEMENT GENERALLY LOCATED ON THE GOOGLE PROPERTY TO REMOVE CERTAIN UTILITY CROSSING AREAS WITHIN THE CONSERVATION AREA, AS REQUESTED BY MBJ HOLDINGS LLC, MONTAUK INNOVATIONS LLC AND AEP OHIO TRANSMISSION COMPANY INC

WHEREAS, MBJ and the city are the original parties to a certain Conservation Easement Agreement dated November 26, 2018, as amended by the First Amendment to Conservation Easement Agreement dated as of October 13, 2020; and

WHEREAS, the purpose of the original easement was to preserve a watercourse and adjacent areas to maintain such area in its natural condition and to further enable the Conservation Easement Area as stream preservation credits applicable to future permits to be obtained by MBJ from the U.S. Army Corps of Engineers and/or the Ohio Environmental Protection Agency; and

WHEREAS, MBJ conveyed to Montauk a portion of the Property subject to the Conservation Easement Agreement; and

WHEREAS, MBJ conveyed to AEP a portion of the Property subject to the Conservation Easement Agreement; and

WHEREAS, MBJ, the city, Montauk and AEP now desire to amend the Conservation Easement Agreement to correct a scrivener's error with respect to the number of linear feet of stream removed for the utility crossing described in Section 4 of the First Amendment; and

WHEREAS, the parties desire to further amend the Conservation Easement Agreement to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of certain utility crossings within limited and defined portions of the real property that is burdened by the Conservation Easement Agreement, as more specifically identified within Exhibit A; and

WHEREAS, council is satisfied that there is good cause for such amendment and that it will not be detrimental to the general interests and shall be approved.

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

Section 1. The conservation easement generally located south of Ganton Parkway Road and west of Beech Road, as identified as instrument number 201811270025106, is hereby amended in accordance with Exhibit A.

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

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/23/2022
Introduced: 12/06/2022
Revised:
Adopted:
Effective:

**SECOND AMENDMENT TO
CONSERVATION EASEMENT AGREEMENT**

This Second Amendment to Conservation Easement Agreement (this “Amendment”) is made to be effective on the last date of signature below (the “Effective Date”), by and between **MBJ Holdings, LLC**, a Delaware limited liability company (“MBJ”), the **City of New Albany, Ohio**, an Ohio municipal corporation (the “City”), **Montauk Innovations LLC**, a Delaware limited liability company (“Montauk”), and **AEP Ohio Transmission Company, Inc.**, an Ohio corporation (“AEP”).

RECITALS:

WHEREAS, MBJ and the City are the original parties to that certain Conservation Easement Agreement dated as of November 26, 2018, which is of record with the Office of the Recorder of Licking County, Ohio (the “Recorder’s Office”) as Instrument Number 201811270025106 (the “Original Conservation Easement”), as amended by that certain First Amendment to Conservation Easement Agreement dated as of October 13, 2020, which is of record with the Recorder’s Office as Instrument Number 202010160027510 (the “First Amendment”) and together with the Original Conservation Easement, the “Conservation Easement Agreement”);

WHEREAS, pursuant to that certain Limited Warranty Deed filed of record with the Recorder’s Office as Instrument Number 201812130026436, MBJ conveyed to Montauk a portion of the Property subject to the Conservation Easement Agreement;

WHEREAS, pursuant to that certain Limited Warranty Deed filed of record with the Recorder’s Office as Instrument Number 201904220007371, MBJ conveyed to AEP a portion of the Property subject to the Conservation Easement Agreement;

WHEREAS, MBJ, the City, Montauk and AEP now desire to amend the Conservation Easement Agreement to correct a scrivener’s error with respect to the number of linear feet of stream removed for the utility crossing described in Section 4 of the First Amendment;

WHEREAS, the parties desire to further amend the Conservation Easement Agreement in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of certain utility crossings within limited and defined portions of the real property that is burdened by the Conservation Easement Agreement, as more specifically identified herein; and

WHEREAS, Montauk and AEP are the only owners of real property proposed to be removed from the Conservation Easement Agreement.

NOW THEREFORE, in consideration of the promises and covenants detailed in the Conservation Easement Agreement and as described below, the sufficiency of which is hereby acknowledged, MBJ, the City, Montauk and AEP agree as follows:

AGREEMENT:

1. **Defined Terms.** All capitalized terms which are used but not defined herein shall have the meanings given to them in the Conservation Easement Agreement.

2. **Correction of First Amendment.** The second sentence of Section 4 of the First Amendment is hereby deleted in its entirety and replaced with the following: "The area being removed and released from the Conservation Easement constitutes a Crossing, contains 58.84 linear feet of stream, and is identified in Attachment #2, which is attached hereto and incorporated herein by reference."

3. **Partial Removal and Release for Utility Crossing.** AEP, Montauk and the City hereby agree to remove and release from the Conservation Easement limited portions of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair and replacement of utility lines, including, but not limited to, water, storm drainage, sanitary sewer, electric, gas, fiber optics, telephone, cable and/or other communication lines. The areas being removed and released from the Conservation Easement each constitute a Crossing, collectively contain 314 linear feet of stream, and are identified in Attachment #1, which is attached hereto and incorporated herein by reference. The removal and release of the real property contemplated hereunder is being completed in accordance with Section 2 of the Original Conservation Easement Agreement.

4. **No Other Amendments.** Except as modified in this Amendment, the terms and conditions of the Conservation Easement Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, MBJ has caused this Amendment to be executed as of the date set forth below.

MBJ:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of MBJ Holdings, LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the City has caused this Amendment to be executed as of the date set forth below.

THE CITY:

CITY OF NEW ALBANY, OHIO,
an Ohio municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to Form:

Benjamin Albrecht, City Law Director

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of the City of New Albany, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Montauk has caused this Amendment to be executed as of the date set forth below.

MONTAUK:

MONTAUK INNOVATIONS LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of Montauk Innovations LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, AEP has caused this Amendment to be executed as of the date set forth below.

AEP:

**AEP OHIO TRANSMISSION COMPANY,
INC.,** an Ohio corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of AEP Ohio Transmission Company, Inc., an Ohio corporation, on behalf of the corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

Instrument prepared by:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000



Evans, Mechwart, Hamilton & Tison, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com

EASEMENT VACATION

SECTION 16, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: February 23, 2022

Scale: 1" = 100'

Job No: 2021-10579

Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N79°57'21"E	75.20'
L2	N79°57'21"E	205.74'
L3	S18°47'12"W	59.85'
L4	S81°32'08"W	202.81'
L5	N18°51'03"E	53.30'

AEP OHIO TRANSMISSION
COMPANY INC
18.334 AC. (DEED)
I.N. 202010150159713 (F)
P.N. 222-005062-00

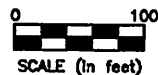
AEP OHIO TRANSMISSION
COMPANY INC.
23.946 AC. (DEED)
I.N. 202009030022765
P.N. 094-106404-00.002

CONSERVATION EASEMENT
I.N. 201811270025106

MONTAUK INNOVATIONS LLC
219.255 AC. (DEED)
I.N. 201812130028436
P.N. 094-106896-00.000



By Heather L. King Date 2/23/22
Heather L. King
Professional Surveyor No. 8307
hking@emht.com



**EASEMENT VACATION
0.234 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Section 16, Township 2, Range 15, United States Military District, being part of that Conservation Easement of record in Instrument Number 201811270025106, being on, over, and across that being on, over, and across that 219.255 acre tract conveyed to Montauk Innovations LLC by deed of record in Instrument Number 201812130026436, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the line common to Franklin and Licking Counties, at the northwest corner of said 219.255 acre tract, at the southwest corner of that 23.946 acre tract conveyed to AEP Ohio Transmission Company Inc. by deed of record in Instrument Number 202009030022765, in the westerly line of said Easement;

Thence North 79° 57' 21" East, with the line common to said 219.255 and 23.946 acre tracts, across said Easement, a distance of 75.20 feet to the TRUE POINT OF BEGINNING;

Thence North 79° 57' 21" East, continuing with said common line, across said Easement, a distance of 205.74 feet to a point;

Thence across said 219.255 acre tract, the following courses and distances:

South 18° 47' 12" West, across said Easement, a distance of 59.65 feet to a point in the southerly line of Easement;

South 81° 32' 08" West, with said southerly Easement line, a distance of 202.81 feet to a point; and

North 18° 51' 03" East, a distance of 53.30 feet to the TRUE POINT OF BEGINNING, containing 0.234 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

2/23/22
Date

HLK: nmd
0_234 ac 20210579-VS-ESMT-VACT-01

EMHIT

Evans, Macdonald, Hershbach & Thies, Inc.
 Engineers • Surveyors • Planners • Architects
 1600 New Albany Road, Columbus, OH 43204
 Phone: 614.778.6620 Fax: 614.778.5348
 emhit.com

EASEMENT VACATION

SECTION 16, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: February 23, 2022

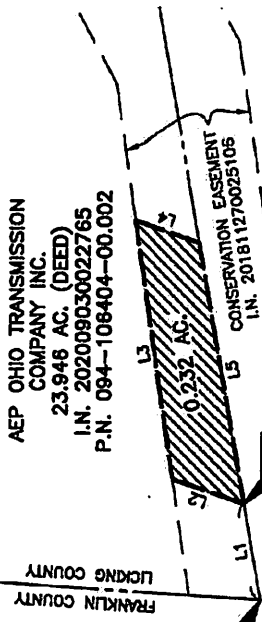
Scale: 1" = 100'

Job No: 2021-0579

Sheet No: 1 of 1

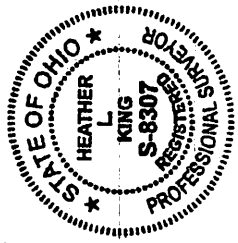
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°57'21"E	75.20'
L2	N18°51'03"E	59.24'
L3	N81°32'08"E	202.66'
L4	S18°47'12"W	52.82'
L5	S78°57'21"W	205.74'

AEP OHIO TRANSMISSION
 COMPANY INC.
 23.946 AC. (DEED)
 I.N. 202009030022765
 P.N. 094-106404-00.002



AEP OHIO TRANSMISSION
 COMPANY INC.
 18.334 AC. (DEED)
 I.N. 202010150159713 (F)
 P.N. 222-005062-00

MONTAUK INNOVATIONS LLC
 219.255 AC. (DEED)
 I.N. 201812130026436
 P.N. 094-106896-00.000



By *Heather L. King* Date *2/23/22*
 Heather L. King
 Professional Surveyor No. 8307
 hking@emhit.com

2/23/2022 10:05 AM C:\Users\jking\OneDrive\Documents\Projects\2021\0579-0581-0582-0583\0582.dwg plotted by jking, HEATHER on 2/23/2022 10:05 AM Plot saved by jking on 2/23/2022 10:05 AM

**EASEMENT VACATION
0.232 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Section 16, Township 2, Range 15, United States Military District, being part of that Conservation Easement of record in Instrument Number 201811270025106, being on, over, and across that 23.946 acre tract conveyed to AEP Ohio Transmission Company Inc. by deed of record in Instrument Number 202009030022765, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the line common to Franklin and Licking Counties, at the southwest corner of said 23.946 acre tract, the northwest corner of that 219.255 acre tract conveyed to Montauk Innovations LLC by deed of record in Instrument Number 201812130026436, in the westerly line of said Easement;

Thence North 79° 57' 21" East, with the line common to said 23.946 and 219.255 acre tracts, across said Easement, a distance of 75.20 feet to the TRUE POINT OF BEGINNING;

Thence across said 23.946 acre tract, the following course and distances:

North 18° 51' 03" East, across said Easement, a distance of 59.24 feet to a point in the northerly line of said Easement;

North 81° 32' 08" East, with said northerly Easement line, a distance of 202.66 feet to a point; and

South 18° 47' 12" West, across said Easement, a distance of 52.82 feet to a point in the line common to said 23.946 and 219.255 acre tracts;

Thence South 79° 57' 21" West, with said common line, across said Easement, a distance of 205.74 feet to the TRUE POINT OF BEGINNING, containing 0.232 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

2/23/22
Date

HLK: nmd
0_232 ac 20210579-VS-ESMT-VACT-02



Evans, Machwart, Hamilton & Tibon, Inc.
Engineers • Surveyors • Planners • Scientists
3550 New Albany Road, Columbus, OH 43264
Phone: 614.775.6500 Toll Free: 888.775.3848
emht.com

EASEMENT VACATION

SECTION 16, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

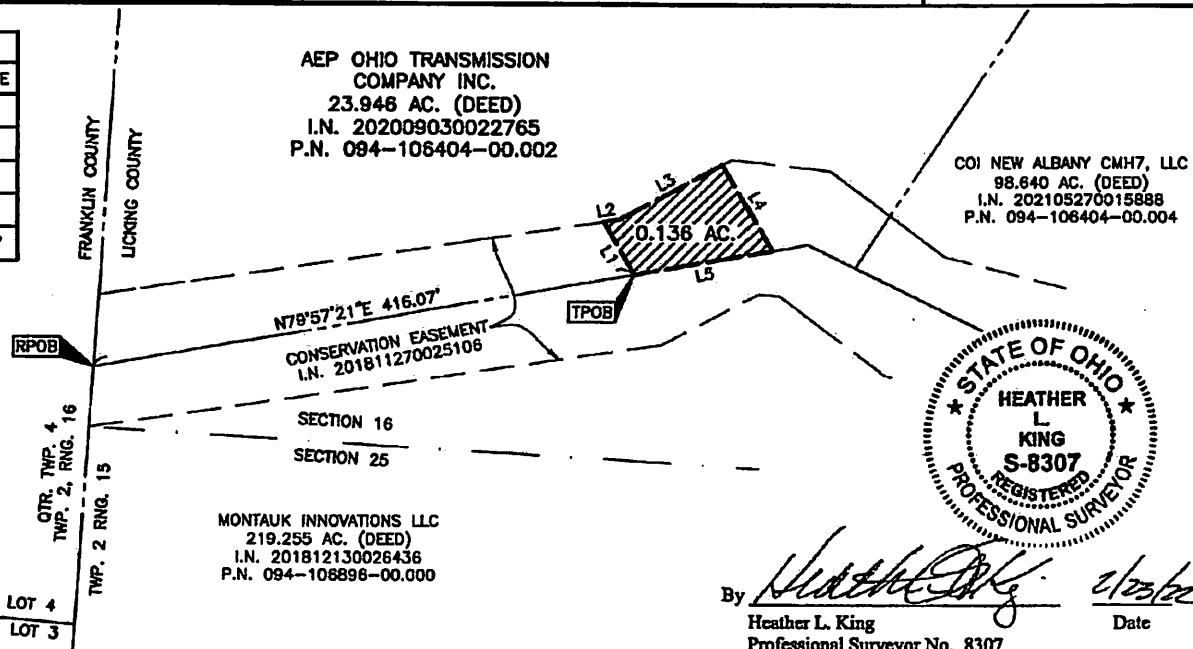
Date: February 23, 2022

Scale: 1" = 100'

Job No: 2021-0579

Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°21'34"W	46.28'
L2	N81°32'08"E	11.95'
L3	N61°28'39"E	88.84'
L4	S28°21'34"E	75.77'
L5	S78°57'21"W	105.98'



**EASEMENT VACATION
0.136 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Section 16, Township 2, Range 15, United States Military District, being part of that Conservation Easement of record in Instrument Number 201811270025106, being on, over, and across that 23.946 acre tract conveyed to AEP Ohio Transmission Company Inc. by deed of record in Instrument Number 202009030022765, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the line common to Franklin and Licking Counties, at the southwest corner of said 23.946 acre tract, the northwest corner of that 219.255 acre tract conveyed to Montauk Innovations LLC by deed of record in Instrument Number 201812130026436, in the westerly line of said Easement;

Thence North 79° 57' 21" East, with the line common to said 23.946 and 219.255 acre tracts, across said Easement, a distance of 416.07 feet to the TRUE POINT OF BEGINNING;

Thence across said 23.946 acre tract, the following courses and distances:

North 29° 21' 34" West, across said Easement, a distance of 59.24 feet to a point in the northerly line of said Easement;

North 81° 32' 08" East, with said northerly Easement line, a distance of 11.95 feet to a point;

North 61° 28' 39" East, with said northerly Easement line, a distance of 202.66 feet to a point; and

Thence South 29° 21' 34" East, across said Easement, a distance of 75.77 feet to a point in the line common to said 23.946 and 219.255 acre tracts;

Thence South 79° 57' 21" West, with said common line, a distance of 105.96 feet to the TRUE POINT OF BEGINNING, containing 0.136 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Heather L. King
Professional Surveyor No. 8307


Date

HLK: nmd
0_136 ac 20210579-VS-ESMT-VACT-03



Evans, Mechwart, Hambleton & Thon, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43064
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

EASEMENT VACATION

SECTION 16, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: February 23, 2022

Scale: 1" = 100'

Job No: 2021-0579

Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N79°57'21"E	105.96'
L2	S28°21'34"E	60.70'
L3	N52°51'54"W	30.11'
L4	N83°19'02"W	15.66'
L5	S61°28'39"W	75.34'
L6	N28°21'34"W	57.83'

AEP OHIO TRANSMISSION
COMPANY INC.
23.946 AC. (DEED)
I.N. 202009030022765
P.N. 094-106404-00.002

COI NEW ALBANY CMH7, LLC
98.640 AC. (DEED)
I.N. 202105270015888
P.N. 094-106404-00.004

CONSERVATION EASEMENT
I.N. 201811270025106

N79°57'21"E 416.07'

TPOB

0.102 AC.
L1
L2
L3
L4
L5

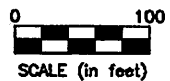
SECTION 16
SECTION 25

MONTAUK INNOVATIONS LLC
219.255 AC. (DEED)
I.N. 201812130026436
P.N. 094-106896-00.000



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

Date 2/23/22



**EASEMENT VACATION
0.102 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Section 16, Township 2, Range 15, United States Military District, being part of that Conservation Easement of record in Instrument Number 201811270025106, being on, over, and across that being on, over, and across that 219.255 acre tract conveyed to Montauk Innovations LLC by deed of record in Instrument Number 201812130026436, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the line common to Franklin and Licking Counties, at the northwest corner of said 219.255 acre tract, at the southwest corner of that 23.946 acre tract conveyed to AEP Ohio Transmission Company Inc. by deed of record in Instrument Number 202009030022765, in the westerly line of said Easement;

Thence North 79° 57' 21" East, with the line common to said 219.255 and 23.946 acre tracts, across said Easement, a distance of 416.07 feet to the TRUE POINT OF BEGINNING;

Thence North 79° 57' 21" East, continuing with said common line, across said Easement, a distance of 105.96 feet to a point;

Thence South 29° 21' 34" East, across said 219.255 acre tract, across said Easement, a distance of 60.70 feet to a point in the southerly line of said Easement;

Thence continuing across said 219.255 acre tract, with said southerly Easement line, the following courses and distances:

North 52° 51' 54" West, a distance of 30.11 feet to a point;


North 83° 19' 02" West, a distance of 15.66 feet to a point; and

South 61° 28' 39" West, a distance of 75.34 feet to a point;

Thence North 29° 21' 34" West, across said 219.255 acre tract, across said Easement, a distance of 57.83 feet to the TRUE POINT OF BEGINNING, containing 0.102 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Heather L. King
Professional Surveyor No. 8307

2/23/22
Date

HLK: rmd
0_102 ac 20210579-VS-ESMT-VACT-04



ORDINANCE O-44-2022

AN ORDINANCE TO AMEND A CONSERVATION EASEMENT GENERALLY LOCATED SOUTH OF INNOVATION CAMPUS WAY AND WEST OF MINK STREET TO ALLOW ELECTRIC UTILITY FACILITIES TO BE BUILT WITHIN THE AREA, AS REQUESTED BY MBJ HOLDINGS LLC AND SCANNELL PROPERTIES #538 LLC

WHEREAS, MBJ and the city are the original parties to a certain Conservation Easement Agreement dated September 18, 2018; and

WHEREAS, the purpose of the original easement is to preserve and protect the overall ecological integrity of the real property that it encompasses; and

WHEREAS, MBJ conveyed to Scannell a portion of the Property subject to the Conservation Easement Agreement; and

WHEREAS, MBJ, the city and Scannell now desire to amend the Conservation Easement Agreement to allow for the construction, installation, operation, maintenance, repair, removal and replacement of a certain utility crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement, as more specifically defined in Exhibit A; and

WHEREAS, this Amendment is being completed in accordance with the modification of Level Three Isolated Wetlands Permit issued by the Ohio Environmental Protection Agency and by permit modification issued by the U.S. Army Corps of Engineers; and

WHEREAS, council is satisfied that there is good cause for such amendment and that it will not be detrimental to the general interests and shall be approved.

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

Section 1. The conservation easement generally located south of Innovation Campus Way and west of Mink Street, as identified as instrument number 201809170019393, is hereby amended in accordance with Exhibit A.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 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:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/23/2022

Introduced: 12/06/2022

Revised:

Adopted:

Effective:

**FIRST AMENDMENT TO
CONSERVATION EASEMENT AGREEMENT**

This First Amendment to Conservation Easement Agreement (this “Amendment”) is made to be effective on the last date of signature below (the “Effective Date”), by and between **MBJ HOLDINGS, LLC**, a Delaware limited liability company having its address at 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 (“MBJ”), **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054 (the “City”), and **SCANNELL PROPERTIES #538 LLC**, an Indiana limited liability company having its address at 9885 Innovation Campus Way, New Albany, Ohio 43054 (“Scannell”).

RECITALS:

WHEREAS, MBJ and the City are the original parties to that certain Conservation Easement Agreement dated as of September 11, 2018, which is of record with the Office of the Recorder of Licking County, Ohio (the “Recorder’s Office”) as Instrument Number 201809170019393 (the “Conservation Easement Agreement”);

WHEREAS, pursuant to that certain Limited Warranty Deed filed of record with the Recorder’s Office as Instrument Number 202108040023453, MBJ conveyed to Scannell a portion of the Property subject to the Conservation Easement Agreement;

WHEREAS, MBJ, the City and Scannell now desire to amend the Conservation Easement Agreement in order to allow for the construction, installation, operation, maintenance, repair, removal and replacement of a certain utility crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement, as more specifically defined herein;

WHEREAS, Scannell is the only owner of real property proposed to be removed from the Conservation Easement Agreement; and

WHEREAS, this Amendment is being completed in accordance with the Modification of Level Three Isolated Wetlands Permit No. DSW401154756 issued by the Ohio Environmental

Protection Agency on June 24, 2022 and by the Department of the Army Permit Modification No. LRH-2015-384-MUS issued by the U.S. Army Corps of Engineers on May 13, 2022.

NOW THEREFORE, in consideration of the mutual promises and covenants detailed in the Conservation Easement Agreement and as described below, the sufficiency of which is hereby acknowledged, MBJ, the City and Scannell agree as follows:

AGREEMENT:

1. **Defined Terms:** All capitalized terms which are used but not defined herein shall have the meanings given to them in the Conservation Easement Agreement.
2. **Partial Removal and Release for Utility Crossing:** MBJ, the City and Scannell hereby agree to remove and release from the Conservation Easement a limited portion of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair and replacement of electric utility lines. The area being removed and released from the Conservation Easement is more particularly described and depicted in Attachment #1, which is attached hereto and incorporated herein by reference.
3. **No Other Amendments:** Except as modified in this Amendment, the terms and conditions of the Conservation Easement Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, MBJ has caused this Amendment to be executed as of the date set forth below.

MBJ:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of **MBJ HOLDINGS, LLC**, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the City has caused this Amendment to be executed as of the date set forth below.

THE CITY:

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

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

Benjamin Albrecht, City Law Director

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of **The City of New Albany, Ohio**, an Ohio municipal corporation, on behalf of said municipal corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Scannell has caused this Amendment to be executed as of the date set forth below.

Scannell:

SCANNELL PROPERTIES #538 LLC,
an Indiana limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____, ss.

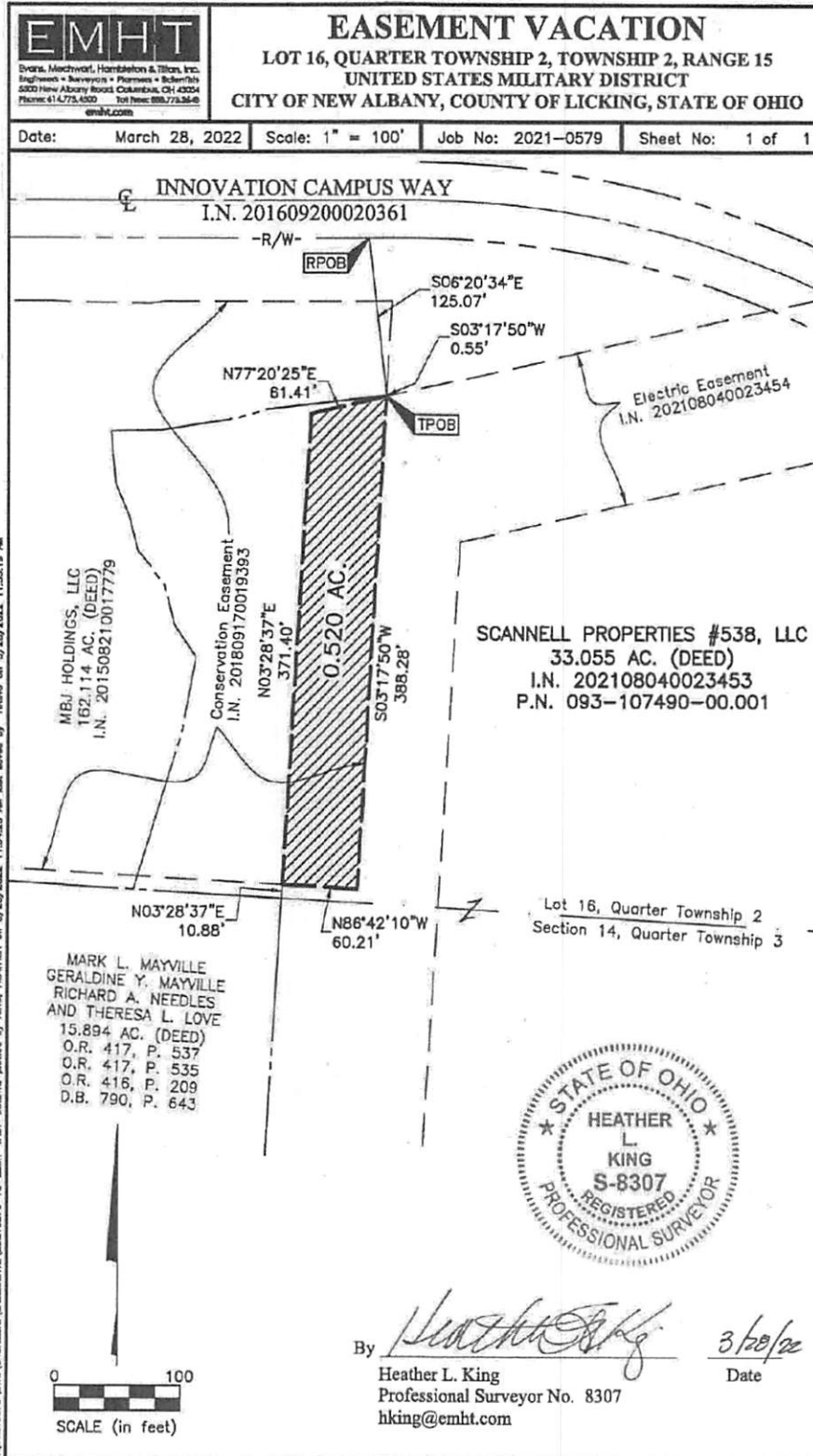
The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of **SCANNELL PROPERTIES #538 LLC**, an Indiana limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

This instrument prepared by:
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

Attachment #1



EASEMENT VACATION

0.520 ACRE

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Lot 16, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that Electric Easement of record in Instrument Number 202108040023454, being on, over, and across that 33.055 acre tract conveyed to Scannell Properties #538, LLC by deed of record in Instrument Number 202108040023453, (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, in the southerly right-of-way line of Innovation Campus Way, as dedicated in Instrument Number 201609200020361, at the common northerly corner of said 33.055 acre tract and the remainder of that 162.114 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 201508210017779;

Thence South 06° 20' 34" East, with the line common to said 33.055 acre tract and the remainder of said 162.114 acre tract, a distance of 125.07 feet to a point in the easterly line of that Conservation Easement of record in Instrument Number 201809170019393;

Thence South 03° 17' 50" West, across said 33.055 acre tract, with the easterly line of said Conservation Easement, a distance of 0.55 feet to the intersection of the northerly line of said Electric Easement with the easterly line of said Conservation Easement, the TRUE POINT OF BEGINNING;

Thence continuing across said 33.055 acre tract, the following courses and distances:

South 03° 17' 50" West, with the easterly line of said Conservation Easement, across said Electric Easement, a distance of 388.28 feet to a point;


North 86° 42' 10" West, with the southerly line of said Conservation Easement, across said Electric Easement, a distance of 60.21 feet to a point in the westerly line of said Electric Easement;

North 03° 28' 37" East, with the westerly line of said Electric Easement, across said Conservation Easement, a distance of 371.40 feet to a point; and

North 77° 20' 25" East, with a northerly line of said Electric Easement, across said Conservation Easement, a distance of 61.41 feet to the TRUE POINT OF BEGINNING, containing 0.520 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Heather L. King
Professional Surveyor No. 8307

3/28/22
Date



ORDINANCE O-45-2022

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022, TO CREATE THE POLICE UNADJUDICATED FORFEITURES CUSTODIAL FUND, AND TO ISSUE A THEN AND NOW CERTIFICATE

WHEREAS, it is necessary to increase and/or transfer expenditure appropriations within multiple funds to ensure expenditures do not exceed appropriations;

WHEREAS, it is necessary to reduce certain expenditure appropriations in multiple funds at year end to ensure that funds are not over appropriated; and

WHEREAS, it is the city's intention to stay in compliance with all Ohio Revised Code budgetary requirements; and

WHEREAS, it is necessary to establish the Police Unadjudicated Forfeitures custodial fund to account for monies acquired, recovered, seized, received, or otherwise taken into custody by members of the New Albany police in cases involving violations of Ohio law; and

WHEREAS, it is necessary to issue a Then and Now Certificate to The New Albany Company; 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. Council hereby authorizes the following amendments to appropriations for the year ended December 31, 2022:

Fund	Department	Category	Increase/ (Decrease)
101 - General	Police	Operating & Contractual Services	(330,000)
203 - Permissive Tax	N/A	Transfers & Other Financing Uses	100,000
221 - Economic Development - NAECA	N/A	Transfers & Other Financing Uses	(202,270)
222 - Economic Development - NACA	N/A	Transfers & Other Financing Uses	(447,988)
230 - Wentworth Crossing TIF	General Administration	Operating & Contractual Services	20,000
232 - Endave TIF	General Administration	Operating & Contractual Services	4,000
233 - Saunton TIF	General Administration	Operating & Contractual Services	8,300
234 - Richmond Square TIF	General Administration	Operating & Contractual Services	12,600
235 - Tidewater TIF	General Administration	Operating & Contractual Services	24,600

Fund	Department	Category	Increase/ (Decrease)
236 - Ealy Crossing TIF	General Administration	Operating & Contractual Services	22,200
237 - Upper Clarenton TIF	General Administration	Operating & Contractual Services	37,300
239 - Straits Farm TIF	General Administration	Operating & Contractual Services	17,924
240 - Oxford TIF	General Administration	Operating & Contractual Services	(6,025)
240 - Oxford TIF	N/A	Transfers & Other Financing Uses	(3,370)
241 - Schleppi Residential TIF	General Administration	Operating & Contractual Services	(2,485)
241 - Schleppi Residential TIF	N/A	Transfers & Other Financing Uses	(62,428)
250 - Blacklick TIF	General Administration	Operating & Contractual Services	106,725
250 - Blacklick TIF	N/A	Transfers & Other Financing Uses	469,278
252 - Village Center TIF	General Administration	Operating & Contractual Services	92,894
254 - Oak Grove II TIF	General Administration	Operating & Contractual Services	5,100
254 - Oak Grove II TIF	N/A	Capital	(6,000,000)
255 - Schleppi Commercial TIF	General Administration	Operating & Contractual Services	15,001
258 - Windsor TIF	N/A	Capital	5,000,000
258 - Windsor TIF	N/A	Capital	(2,500,000)
259 - Village Center II TIF	General Administration	Operating & Contractual Services	221,902
281 - Healthy New Albany	Land & Building Maintenance	Operating & Contractual Services	41,000
281 - Healthy New Albany	General Administration	Operating & Contractual Services	1,000
299 - Severance Liability Fund	General Administration	Personal Services	50,000
301 - Debt Service	N/A	Debt Service	(857,010)
401 - Capital Improvement	N/A	Capital	(5,572,000)
404 - Park Improvement	N/A	Capital	(100,000)
417 - Oak Grove II Infrastructure Fund	Finance	Operating & Contractual Services	10,000
422 - Economic Development Capital	N/A	Capital	7,700,000
422 - Economic Development Capital	N/A	Capital	(3,500,000)
		Total Appropriation Amendments	\$ (5,623,752)

Section 2. Council hereby authorizes the finance director to make transfers as needed between appropriation line items of funds in order to bring expenditures in line with appropriation line items and restore appropriations reduced within this ordinance if necessary to bring expenditures in line with appropriation line items.

Section 3. Council hereby authorizes the finance director to increase appropriations as needed up to \$100,000 in order to accommodate unforeseen expenditures and ensure amounts are within appropriations.

Section 4. Council hereby authorizes the finance director to adjust appropriations within the following funds in accordance with actual receipts received in 2022 to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2022:

Fund
223 - Oak Grove Economic Opportunity Zone
224 - Central College Economic Opportunity Zone
225 - Oak Grove II Economic Opportunity Zone
226 - Blacklick Economic Opportunity Zone
239 - Straits Farm TIF
240 - Oxford TIF
241 - Schleppi Residential TIF
259 - Village Center II TIF
280 - Hotel Excise Tax

Section 5. Council hereby authorizes the finance director to reduce appropriations within any fund to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2022 so long as compliance with ORC 5705.40 and ORC 5705.41 is maintained.

Section 6. Council hereby authorizes the creation of the Police Unadjudicated Forfeitures custodial fund.

Section 7. Council hereby authorizes a Then and Now Certificate to The New Albany Company in an amount not to exceed \$135,555.35.

Section 8. 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 9. Pursuant to Article VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2022.



Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/28/2022
Revised: 12/05/2022
Introduced: 12/06/2022
Revised:
Adopted:
Effective:



RESOLUTION R-41-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP IN ORDER TO FACILITATE THE ANNEXATION OF PARCEL NUMBER 037-111930-00.000 AND PARCEL NUMBER 037-112110-00.000 WHICH IS COMPRISED OF APPROXIMATELY 24.362 +/- ACRES

WHEREAS, the city and the township share certain boundaries and therefore have a shared interest in the general area found immediately east of Beech Road, west of Harrison Road, north of Smith's Mill Loop Road, and south of Jug Street Road as illustrated and described in the exhibits of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property comprised of real estate Parcel Number 037-111930-00.000 and real estate Parcel Number 037-112110-00.000, totaling approximately 24.362 +/- acres, and located at Jug Street Road and the north line of Lot 18 of Quarter Township 2, (Annexation Parcel), will be the subject of an annexation petition to be filed with the Licking County Commissioners soon after the effective date; and

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

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

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

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 as set forth on, or substantially similar to, Exhibit A attached hereto.

Section 2. This Annexation 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 Annexation Agreement.

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

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 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 Albrecht
Law Director

Legislation dates:

Prepared: 11/22/2022
Introduced: 12/13/2022
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 mutual interest in the general area found east of Beech Road, west of Harrison Road, north of Smith's Mill Loop Road and south of Jug Street as illustrated in Exhibit A and described in Exhibit B; and

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

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

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

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

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

A and B attached hereto and incorporated by reference will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.

- A. Procedure: Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
 - B. Effect of Annexation: Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
 - C. In the event that the annexed Properties' redevelopment and associated change in use from agricultural and/or residential uses to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property in tax years 2020 through 2025, when compared with property tax revenue received by the Township for tax year 2019 (January 1, 2019 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
 - D. Cooperative Efforts: Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
3. Tax Increment Financing (TIF) in Jersey Township: If the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to the real property tax revenue the Township would have received during the previous

calendar year, exclusively from all property tax levies for fire and emergency medical services (EMS), had the TIF not been granted by the City (the "Fire & EMS Payment").

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

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

5. **Miscellaneous:**

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

If to City:

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

If to Township:

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

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

- C. **Entire Contract.** This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the City and the Township.

- D. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

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

City of New Albany

By: _____
Joseph Stefanov, City Manager

Date: _____

Approved as to Form:

Ben Albrecht,
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 "Property"

EXHIBIT B

Description of the "Property"

24.362 ACRES (As Surveyed) ANNEXATION FROM THE TOWNSHIP
OF JERSEY TO THE CITY OF NEW ALBANY
STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP OF JERSEY
BEING IN LOT 18, 1/4 TOWNSHIP 2,
TOWNSHIP 2, RANGE 15, U.S.M.L.

NOTES

- Bearing are based on the centerline of Jug Street Rd. (CR 22) and also the north line of Lot 18 of Quarter Township 2 being S86°21'38"E and was obtained through GPS observations based on the Ohio State Plane Coordinate System, South Zone.
- Pertinent Documents: Tax Maps, referenced deeds of record and plats.

24.362 Acres (As Surveyed)

Length of Contiguity: 2945.49'
Total Length of Perimeter: 4,638.94'
Percentage of Contiguity: 63.5%

No islands of township property are created by this annexation.

LEGEND	
LINE TYPES	
PROPOSED CITY OF NEW ALBANY	---
COMP. LINE	---
EXISTING CITY OF NEW ALBANY	---
PROPERTY LINE	---
EXISTING UTILITY EASEMENT	---
RESERVATIONS	---
POINT OF BEGINNING	---
POINT OF COMMENCEMENT	---
NOT TO SCALE	---
MATCHES	---
AREA TO BE ANNEXED	---

Smith Mill Rd LLC, an Ohio
Limited Liability Company
PIN 095-111372-00.008
11.495 acres
Inst. No. 201502250003370

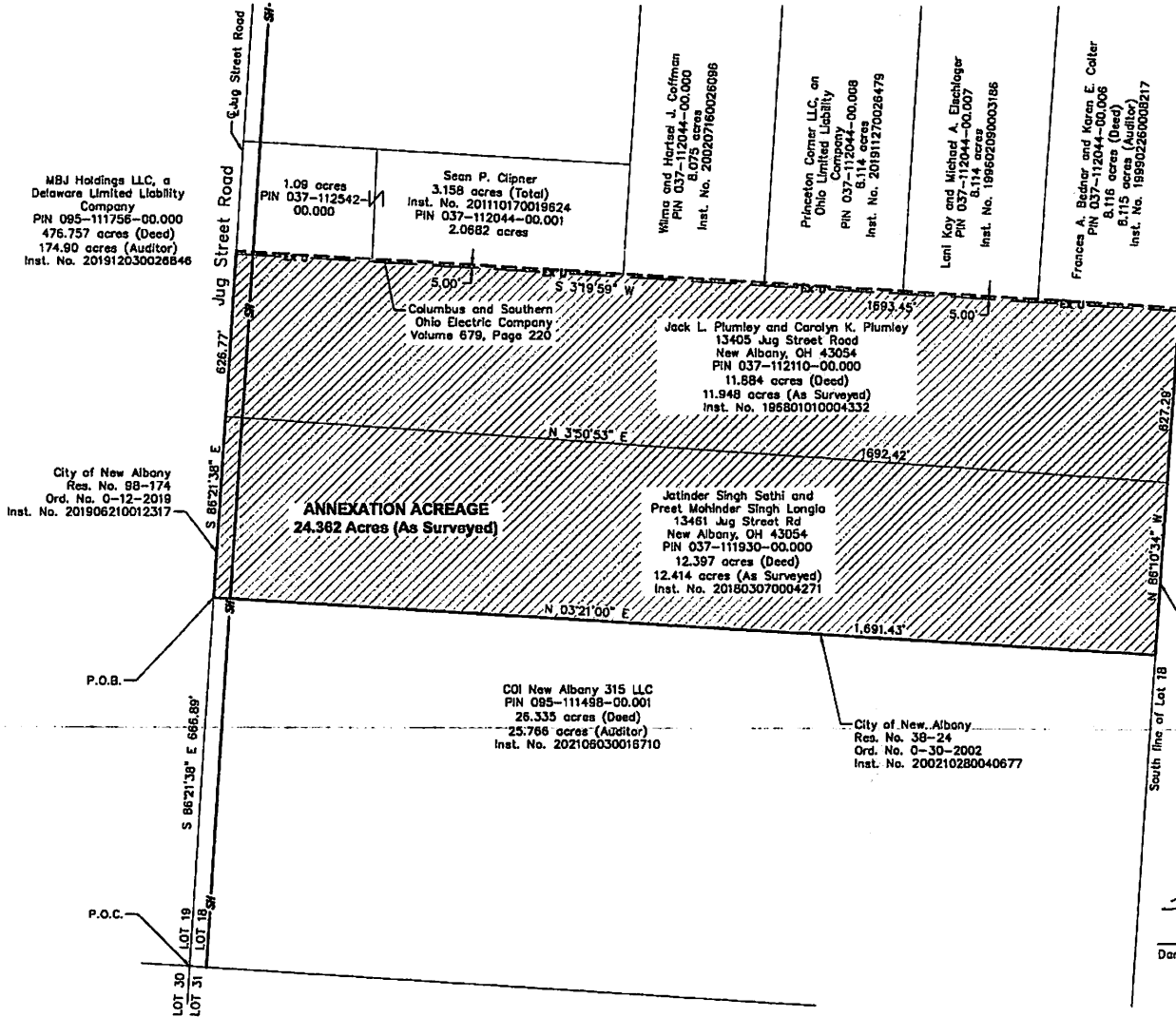
City of New Albany
Res. No. 107-284
Ord. No. 0-09-2020
Inst. No. 202105060013614



Daniel G. Losoncy

Daniel G. Losoncy P.S. 7712

October 28, 2022
Date:



LEGAL DESCRIPTION

Situated in the State of Ohio, County of Licking, Township of Jersey, Lot 18 of quarter Township 2, Township 2, Range 15, United States Military Lands, being all of a 12.397 acre tract per deed (12.414 acres as Surveyed), Auditor Parcel Number 037-111930-00.000, conveyed to Jatinder Singh Sethi and Preet Mohinder Singh Longia in Instrument Number 201803070004271, and all of a 11.884 acre tract per deed (11.948 acres as Surveyed), Auditor Parcel Number 037-112110-00.000, conveyed to Jack L. Plumley and Carolyn K. Plumly in Instrument Number 196801010004332 at the Licking County Recorder's Office, being more particularly described as follows;

Commencing for reference at a point on the northwest corner of said Lot 18, said point being South 03° 31' 00" West a distance of 2.49 feet from a 1 inch iron rod found in a Monument Box;

Thence South 86° 21' 38" East with the north line of said Lot 18 and the centerline of right of way of Jug Street Road a distance of 666.89 feet to a point on the northwest corner of said Sethi tract, said point being on the northeast corner of a 26.335 acre tract as conveyed to COI New Albany 315 LLC in Instrument Number 202106030016710, and said point also being the True Point of Beginning of the tract herein described;

Thence South 86° 21' 38" East with said north line of said Lot 18, the centerline of right of way of Jug Street Road and the south line of a 476.757 acre tract as conveyed MJB Holdings LLC, a Delaware limited liability company in Instrument Number 201912030026846 a distance of 626.77 feet to a point on the northeast corner of said Plumley tract, said point being on the northwest corner of a 3.158 acre tract as conveyed to Sean P. Clipner in Instrument Number 201110170019624;

Thence South 03° 19' 59" West with the west lines of said 3.158 acre tract, a 8.075 acre tract as conveyed to Wilma and Hartsel J. Coffman in Instrument Number 200207160026096, a 8.114 acre tract as conveyed to Princeton Corner LLC, an Ohio Limited Liability Company, in Instrument Number 201911270026479, a 8.114 acre tract as conveyed to Lani K. and Michael A. Elschlager in Instrument Number 199602090003186, and a 8.116 acre tract as conveyed to Frances A. Bednar and Karen E. Colter in Instrument Number 199902260008217, passing a ¾ inch iron pipe found at 25.85 feet and 1690.79 feet, a total distance of 1693.45 feet to point on the southeast corner of said Plumley tract, said point being on the southwest corner of said 8.116 acre tract, said point also being on the south line of said Lot 18, and said point also being on the north line of a 11.495 acre tract as conveyed to Smith Mill Rd. LLC, an Ohio Limited Liability Company in Instrument Number 201502250003370;

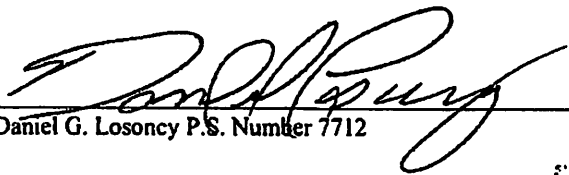
Thence North 86° 10' 34" West with the north of said 11.495 acre tract and the south line of said Lot 18 a distance of 627.29 feet to a point on the southwest corner of said Sethi tract, said point being on the southeast corner of said 26.335 acre tract;

Thence North 03° 21' 00" East with the east line of said 26.335 acre tract, passing a ¾ inch iron pipe found at 1.76 feet and an iron pin set at 1661.43 feet, a total distance of 1691.43 feet to the True Point of Beginning, containing 24.362 acres more or less and subject to all covenants, easements and restrictions of record.

Bearings are based on the centerline of Jug Street Rd. (CR 22) and the north line of Lot 18 of Quarter Township 2 being South 86° 21' 38" East and were obtained through GPS observations using the Ohio State Plane Coordinate System, South Zone, North American Datum 1983 (2011) and are used to denote angles only.

All iron pins set are 5/8 inch diameter by 30 inch long rebars with plastic caps marked "STONE BOUNDARY".
Prior Instrument References as of the date this survey was prepared: Instrument Numbers 201803070004271 and
196801010004332.

This description is based on an actual field survey performed by or under the direct supervision of Daniel G.
Losoncy, PS, in September 2022.

 10/28/22
Daniel G. Losoncy P.S. Number 7712 Date





RESOLUTION R-42-2022

A RESOLUTION DECLARING INTENT TO APPROPRIATE PROPERTY AND EASEMENTS FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, IMPROVING, OR CONSTRUCTING GREEN CHAPEL ROAD NW AS EXTENDED TO JOIN WITH INTERSECTING ROADS WHICH ARE AND SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE

WHEREAS, the City of New Albany has the authority and power under the constitution, statutes, and laws of the State of Ohio, and the additional authority of the City under its charter to construct and repair roads and make road and street improvements, acquire necessary real property and interests therein, including temporary and permanent right-of-way and appurtenances thereto, and enter into agreements with other political subdivisions for the exercise of any and all powers, performance of any function or rendering of any service necessary to improve, construct, repair, and maintain street and road improvements and their appurtenances; and

WHEREAS, Intel Corporation is in the process of constructing a \$20 billion+ chip manufacturing project in New Albany on property between Clover Valley Road NW on the west, Mink Street NW on the east, and abutting and south of Green Chapel Road NW; and

WHEREAS, the city has determined that improving, making and repairing portions of Green Chapel Road NW as extended at the intersections and certain access points to join with improved and existing intersecting roads, all of which are and shall be open to the public, without charge, (the "Green Chapel Road Project") is necessary and essential and will contribute to the promotion of the health, safety, public convenience and welfare of the people and City of New Albany and the traveling public.

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

Section 1. Council considers it necessary and declares its intention to appropriate, for the public purpose of improving, making, and repairing roads, which shall be open to the public, without charge, the fee simple interests and permanent and temporary easements in and to the real property and interests therein identified and described in the attached Exhibit A for the construction, repair and improvement of Green Chapel Road NW as extended at the intersections and certain access points to join with improved and existing roadways.

Section 2. The city manager is authorized and directed to cause written notice of the passage of this Resolution to be given to the owner(s) of, person(s) in possession of, or person having an interest of record in the property sought to be appropriated, or to the authorized agent of the owner or such other persons. The notice shall be served and returned according to law.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, 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
Law Director

Legislation dates:

Prepared: 12/02/2022

Introduced: 12/13/2022

Revised:

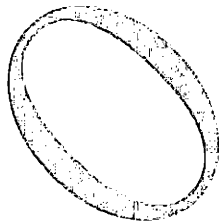
Adopted:

Effective:

RESOLUTION R-42-2022

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from multiple property owners and properties. Each property owner, legal descriptions and depictions of the owner's real property intended to be appropriated and the owner's interest therein intended to be appropriated is identified, described, and depicted in the detailed Exhibit A which, due to its volume is on file and available from the City of New Albany Clerk's office and is not attached hereto in its entirety.



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RESOLUTION R-43-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND ALL ASSOCIATED SUPPORTING DOCUMENTS NECESSARY FOR THE PURCHASE OF 73.66 +/- ACRES COMMONLY KNOWN AS FRANKLIN COUNTY AUDITOR'S PARCEL NUMBERS 220-001355 AND 220-000205 BY THE CITY OF NEW ALBANY FROM WALLABY PROPERTIES LLC

WHEREAS, the real estate parcels identified as 220-001355 and 220-000205 comprise approximately 73.66 acres; and said parcels are located adjacent to the Columbus and Franklin County Metro Parks and the New Albany Plain Local Joint Park District within the area identified in New Albany's strategic planning documents as the Park Zone; and

WHEREAS, over the course of more than two decades, the City of New Albany has worked in partnership with various political subdivisions including the Metro Parks and Joint Park District to acquire land for active and passive recreational purposes; and

WHEREAS, it has been the city's ongoing desire to acquire additional land from willing sellers, to preserve the natural environment, manage growth and provide additional opportunities for active and passive recreational amenities for the public within the Park Zone; and

WHEREAS, Wallaby Properties LLC has agreed to the sale of Parcels 220-001355 and 220-000205 to the City of New Albany for a Purchase Price of \$4,400,000 and a Purchase Cash Consideration Amount of \$3,850,000; and

WHEREAS, the purchase of Parcels 220-001355 and 220-000205 is consistent with city's ongoing desire to acquire additional land to preserve the natural environment, manage growth and provide additional opportunities for active and passive recreational amenities for the public within the Park Zone; and

WHEREAS, the Seller's Obligations Prior to Closing have been met, and the City of New Albany has completed its due diligence efforts related to the real estate title and environmental conditions.

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 execute a real estate purchase agreement and all associated supporting documents necessary for the purchase of 73.66 +/- acres identified as Franklin County Auditor's Parcel Numbers 220-001355 and 220-000205 for a Purchase Price of

\$4,450,000 and a Purchase Cash Consideration Amount of \$3,850,000 with \$550,000 being deemed a charitable donation by the Seller to the Purchaser.

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 121.22 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 _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 12/04/2022

Introduced: 12/13/2022

Revised:

Adopted:

Effective:



RESOLUTION R-44-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A 2023 HEALTH SERVICES CONTRACT BETWEEN THE CITY OF NEW ALBANY, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH

WHEREAS, the City of New Albany is required to provide public health services including plumbing inspection services in the City of New Albany, and

WHEREAS, the District Advisory Council of the Franklin County General Health District will provide such services.

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

Section 1: The city manager is hereby authorized to execute a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health to provide public health services on behalf of the City of New Albany for the period of January 1, 2023 through December 31, 2023.

Section 2: It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of 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 121.22 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 _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 12/05/2022

Introduced: 12/13/2022

Revised:

Adopted:

Effective:



RESOLUTION R-45-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE ROSE RUN II PROJECT TO INCLUDE PHASE 2 OF THE TAYLOR FARM PARK PROJECT

WHEREAS, in 2018, the city undertook a competitive and qualifications-based selection process to procure a construction manager at risk for the Rose Run Park project and a selection committee found Messer Construction as the apparent successful offeror based on qualifications and a Technical and Fee Proposal; and

WHEREAS, on November 9, 2018, council approved R-46-2018 authorizing the city manager to enter into Construction Manager at Risk (CMR) contract with Messer Construction for the purposes of constructing Rose Run Park; and

WHEREAS, Messer Construction delivered the park on-time and under budget; and they demonstrated an unparalleled level of quality control and customer service while working under an accelerated schedule; and

WHEREAS, Council approved R-59-2021 that authorized the city manager to enter into a CMR contract with Messer Construction for the subsequent phase of the Rose Run Park, known as Rose Run II; and

WHEREAS, the City of New Albany is currently developing a destination park called Taylor Farm Park as outlined in the New Albany Parks Framework Plan with the first phase of the park under construction; and the city used a formal, competitive bidding process for phase one and only received one bid; and

WHEREAS, the city desires to continue the development of the park with a second phase of development by including funding in the 2022 and 2023 Capital Budgets; and

WHEREAS, the current economy is experiencing supply chain disruptions and labor shortages that make it difficult to find contractors to deliver projects on time and under budget; and

WHEREAS, the city wishes to amend the CMR contract with Messer Construction to include phase 2 of the Taylor Farm Park to the contract; and

WHEREAS, the amendments to the contract will include adding the scope of the Taylor Farm Park Project phase 2 and specifying that separate Guaranteed Maximum Price (GMP) Amendments will be established for each project outlined in the contract; council will be presented with additional

legislation authorizing the city manager to enter into a Guaranteed Maximum Price Amendment to the contract; and prior to the execution of any GMP Amendments, the city may terminate the CMR contract without cause; and

WHEREAS, the CMR construction delivery method is exempt from traditional competitive bidding requirements under Section 123.32 of the New Albany Codified Ordinances.

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 finds that for the reasons set forth in the “WHEREAS” clauses herein, the city manager is hereby authorized to amend the CMR contract with Messer Construction to include phase 2 of Taylor Farm Park.

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 all legal requirements, including Section 121.22 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 _____, 2022.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 12/05/2022

Introduced: 12/13/2022

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