



ORDINANCE O-16-2024

AN ORDINANCE TO AMEND CHAPTER 155 "PERSONNEL POLICIES" OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, Chapter 155 the Codified Ordinances of the City of New Albany sets forth the city's personnel policies including definitions, classified and unclassified service, probationary periods, leave accruals, discipline, and other personnel-related matters; and

WHEREAS, it has been found that the Codified Ordinances of the City of New Albany, chapter 155 needs to be amended to reflect and codify the city's preferred policies and practices and maintain market competitiveness; and

WHEREAS, it has been found that the Codified Ordinances of the City of New Albany, Chapter 155 Personnel Policies, should be amended accordingly.

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

Section 1: That portions of Codified Ordinance Chapter 155 "PERSONNEL POLICIES" be amended as set forth in Exhibit A, which depicts these amendments in color type.

Section 2. The attached Personnel Policies changes shall be effective July 18, 2024.

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

Section 4: 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/20/2024

Introduced: 06/04/2024

Revised:

Adopted:

Effective:

PROPOSED

CHAPTER 155
Personnel Policies

155.01	Definitions.	155.17	Jury Service.
155.02	Administration.	155.18	Precinct Election Official Leave.
155.03	Compensation.	155.19	Insurance Benefits.
155.04	Probationary Period.	155.20	Merit Compensation.
155.05	Promotions, Transfers and Demotions	155.21	Miscellaneous Compensation
155.06	Overtime.	155.22	OPERS and OPFPF.
155.07	Holidays.	155.23	Licensing; Certification.
155.08	Personal Leave.	155.24	Personnel Records.
155.09	Vacation.	155.25	Individuals with Disabilities.
155.10	Sick Leave.	155.26	Disciplinary Actions.
155.11	Sick Leave Reciprocity	155.27	Procedure for Appeal of Disciplinary Action
155.12	Injury Leave.	155.28	Investigative Procedures.
155.13	Family Medical Leave.		
155.14	Bereavement Leave.		
155.15	Leaves of Absence.		
155.16	Military Leave.		

CROSS REFERENCES

- Powers of Council - see CHTR. 4.02
- Conflict of interest - see CHTR. 12.01
- Personnel Appeals Board - see CHTR. 10.04
- Personnel systems - see CHTR. 8.07

155.01 DEFINITIONS.

- (a) "Applicant" means a person requesting consideration for employment in the unclassified or classified service.
- (b) "Appointing Authority" means the City Manager or body having the power of appointment to, or removal from a position in the classified service and unclassified service.
- (c) "Class or (Classification)" means one or more positions sufficiently alike in duties, authority and responsibility to justify the same title, qualification and pay range. There may be more than one position in a classification (e.g. clerk in development, clerk in police department).
- (d) "Class Series" means two or more classes which are similar as to type of work but which differ as to degree of responsibility, difficulty, complexity, skill and/or technical knowledge and which have been arranged in a ladder of steps in a normal line of promotion.
- (e) "Classified Service" means all employees of the City of New Albany not included in the unclassified service pursuant to Section 8.07, personnel systems, of the City Charter and Section 155.02 of these Codified Ordinances; and who, after completion of the original probationary period, or the probationary period following a promotion, may only be disciplined, dismissed or reduced in pay or position for just cause in accordance with the procedures contained within these Codified Ordinances. [Classified positions may be FLSA-exempt or non-exempt, depending on the nature of the position.](#)

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- (f) "Continuous Service" means the length of service as a full-time employee uninterrupted by resignation, retirement, discharge for cause or any other separation from municipal employment. Military leave, leave resulting from injury in the line of duty, leave for approved disability coverage, authorized leave without pay or administrative leave without pay for periods of six (6) weeks or less is not considered separation from municipal service.
- (g) "Demotion" means a change in employment status from a position of one classification to a position in another classification or a change in employment status from one position to a position with lesser duties, having a lower maximum salary limit than the original classification.
- (h) "Department head" means an employee in charge of an established department and its subordinate divisions. Departments are created by Council under the Charter. Department heads may also be referred to as "Directors."
- (i) "Discipline" means positive corrective action taken by supervisory personnel to change or control the behavior of subordinate employees to conform with prescribed policy.
- (j) "Eligible" means a person who has satisfactorily met all qualifications and requirements for employment in the job class for which the person has made application and whose name should appear on an eligible list.
- (k) "Essential safety services" includes police officers, dispatchers, sergeants, and other employees within the police department for which twenty-four hour, seven days a week operations exist.
- ~~(l) "Exempt" for purposes of classification status means a position that is unclassified according to Section 8.07, Personnel Systems, of the City Charter and Section 155.02 of these Codified Ordinances not subject to competitive testing.~~
- (m) "Flex time" means a work schedule that varies from the standard work hours by altering the workday start and/or finish times (including breaks) to complete a 40-hour workweek.
- (n) "Full-time Employee" means an employee ~~that who~~ is regularly scheduled to work not less than forty (40) hours within seven (7) consecutive calendar days.
- (o) "Grievance" is any dispute, regarding the meaning, interpretation, application, or alleged violation in the administration of discipline.
- (p) "Holiday Pay" means the regular rate of pay an employee receives in observance of a holiday regardless of whether the employee works on the holiday or is excused from work in observance of the holiday.
- (q) "Immediate Family" means parents, parents-in-law, step-parents, in loco parentis, legal guardian, brother-in-law, sister-in-law, spouse, children, daughters- and sons-in-law, step-children, brothers, sisters, grandchildren, grandparents, and grandparents-in-law unless otherwise specified.
- (r) "In loco parentis" refers to a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child. The *in loco parentis* relationship exists when an individual intends to take on the role of a parent to a child who is

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under 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability.

- (~~sr~~) "Intermittent" means an employee working an irregular schedule less than 1,000 hours per fiscal year.
- (~~ts~~) "Official" means a person appointed by City Council or the City Manager who directs the functions of government.
- (~~tt~~) "Part-time Employee" means any employee regularly working less than 40 hours per week and having been hired with the intention of working on an ongoing basis until an appropriate reason for termination of employment arises.
- (~~vu~~) "Human Resources Officer" means the position duly designated by the City Manager to coordinate the administration of this chapter.
- (~~wv~~) "Position" means any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant or occupied (part-time or full-time) and it may be designated regular, part-time, intermittent, temporary or seasonal.
- (~~xw~~) "Probationary Period" means a working test period during which an employee is required to demonstrate fitness for the duties to which appointed by actual performance of the duties of the position.
- (~~yx~~) "Promotion" means the change of an employee from a position in one classification to a position in another classification having a higher maximum salary.
- (~~zy~~) "Regular employee" –means an employee who has been appointed to a position in the classified service and who has satisfactorily completed their probationary period.
- (~~aaz~~) "Seasonal Employee" means any employee hired for a specified short term or interim period of time to perform work or activity limited to a season or period of year. Seasonal employees may not exceed 1,560 hours in a rolling 12 month period.
- (~~bbaa~~) "Temporary Position" means a position of non-permanent character not to exceed 120 days, unless for sickness, illness or disability. Temporary positions cannot exceed 1,560 hours in a rolling 12 month period.
- (~~eebb~~) "Transfer" is a change of job assignment and/or classification created by an employment need as determined by the City Manager.
- (~~ddcc~~) "Unclassified Service" ~~means includes positions that, according to Section 8.07, Personnel Systems, of the City Charter and Section 155.02 of these Codified Ordinances all employees of the City who occupy positions which~~ have been exempted from all competitive examinations and ~~who~~ serve at the pleasure of the City ~~including and~~ employees serving in a fiduciary capacity, ~~and who,~~ do not serve a probationary period, and may be dismissed, disciplined or reduced in pay or position at any time without regard to the procedures contained within these Codified Ordinances and without a right of appeal. Unclassified positions may be FLSA-exempt or non-exempt, depending on the nature of the position.
- (~~ffdd~~) "Workday" means a regularly scheduled working time assigned by a supervisor or manager.

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(gggg) "Workweek" means a regularly recurring period of seven (7), twenty-four (24) hour days.

155.02 ADMINISTRATION.

(a) The City Manager shall appoint a Human Resources Officer, to serve part-time or full-time, to administer the personnel system of the City. The Human Resources Officer shall:

(1) Prepare and recommend to the City Manager for approval rules to establish and maintain the merit-compensation system of the City. When approved by the City Manager, the rules shall be proposed to the City Council for adoption by ordinance, with or without amendment.

(2) Classify positions, establish job standards with adequate provisions for reclassification, and establish the probation period. Conduct recruitment, examinations, in-service training programs, and other such duties in relation to personnel as the City Manager may direct.

(3) Maintain a personnel file for each employee and official and keep all personnel information and necessary records.

(b) All classified positions shall be filled pursuant to a competitive selection process.

(c) City Council shall establish a classified and unclassified service for employees of the City. The classified and unclassified service is hereby established as follows:

(1) All employees of the City are presumed to be classified employees unless the positions which they occupy have been exempted from the classified service pursuant to Section 8.07, Personnel Systems, New Albany Charter. After completion of the original probationary period, or the probationary period following a promotion, classified employees may only be disciplined for just cause and in accordance with the procedures contained within these Codified Ordinances.

(2) Some employees of the City serve in the unclassified service, or occupy positions which have been exempted from the classified service. Such employees serve at the pleasure of the City, do not serve a probationary period, and may be dismissed, disciplined or reduced in pay or position at any time without regard to the procedures contained within these Codified Ordinances. The following positions/personnel are hereby designated as unclassified:

A. All seasonal, intermittent, temporary, interns and part-time personnel.

B. Other positions/personnel identified as follows:

1. City Manager
2. Deputy City Manager
3. Department Heads
4. Deputy Directors
5. Managers
6. Clerk of Council
7. Deputy Clerk of Council

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8. Chief Communications & Marketing Officer
9. Engineer
10. Chief Building Official
11. Assistant Chief Building Official
12. Human Resources Officer
13. Police Lieutenant
14. ~~Public Information Officer~~ Multimedia

Communications Specialist

15. Communications & Marketing Specialist

~~1516.~~ Executive Assistant

~~1617.~~ Systems Analysts

18. Management Analysts

19. Community Program Administrator

20. Network Administrator or similar and higher level IT

positions

~~2117.~~ Any employee serving in a fiduciary capacity

~~1822.~~ Any newly created positions designated by the City Manager and approved by Council in advance of the position being filled.

(d) After June 1, 2019, applicants for police officer may be considered for employment regardless of the maximum age limitation provided in the Ohio Revised Code, Chapter 124:41 Police Department Qualifications.

155.03 COMPENSATION.

(a) A compensation plan consisting of pay grades and step schedules for all authorized positions shall establish minimum and maximum rates of pay defined on an hourly, biweekly and/or annual basis.

(b) The following are the categories of compensation: Administrative, Professional/Mid-management, Clerical, and Technical/Service.

(c) The entry level of pay for all positions shall be the minimum rate established for the classification, except that appointment rates above the minimum may be authorized if the Department Head and the Human Resources Officer submit adequate reasons in writing and the action is approved by the City Manager. Approval will be based upon the exceptional qualification of the appointee or the inability to employ adequately qualified personnel at the minimum rate.

(d) It shall be the responsibility of the City Manager to implement the performance appraisal process by conducting or having conducted an appraisal of the performance of officials and employees.

(e) The pay schedule of all employees, including City Council members, shall be on a biweekly basis.

(f) Full-time and part-time employees are eligible for merit-based performance adjustments in accordance with the procedures established by the City Manager. Employees shall be evaluated at or upon their anniversary date. The anniversary date shall be the effective date of appointment to the current classification or date of employment. An employee placed on probationary status as set forth in Codified Ordinance 155.04 shall be ineligible to move to the next succeeding step in the

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classification during the probationary period or extension of probationary period. Upon successful completion of the probationary period extension, the employee is eligible to move to the next succeeding step, and the anniversary of appointment to the new position will serve as the evaluation date for merit-based performance adjustments.

(g) Any employee assigned temporarily to a position of higher classification shall be compensated at the minimum of that class or seven percent (7%) above the employee's present rate, whichever is higher, for all hours worked at the higher classification, provided a minimum of eight (8) hours are worked in the higher class.

(h) When an employee does not possess the necessary minimum training, experience and/or special requirements to independently perform the essential duties and responsibilities of a position, the City Manager shall have the discretion to establish a training wage. Such wage shall be agreed upon, in writing, by the affected employee and the City Manager.

155.04 PROBATIONARY PERIOD.

(a) An employee entering the service of the City on a full-time or part-time basis shall be considered a probationary employee for a period of one (1) year. Probationers may be removed or demoted any time during the probationary period by a written notice to the employee from the City Manager indicating that his/her services and performance are not satisfactory. Such removals and demotions are not subject to appeal. Before the end of the one-year probationary period, the employee shall be evaluated. If the employee is adequately performing the duties and responsibilities required for the position and is complying with City policies, he/she shall be considered a permanent employee in the classification to which he/she is assigned. If the employee has failed to adequately perform the duties and responsibilities required for the position and/or has failed to comply with City policies, the employee shall:

(1) Be dismissed; or

(2) Have the probationary period extended for an additional six (6) months. A probationary period may only be extended for an additional six (6) months after a meeting with the employee. Any extension of probation must be approved by the City Manager or designee. Probation may be extended to provide an opportunity for the employee to demonstrate that the employee has the knowledge, skills, ability, work habits, and other job-related attributes necessary to obtain a permanent employment status. The employee must be notified in writing of the extension and acknowledge the extension of the probationary period.

(b) A probationary employee shall accrue vacation leave and sick leave. Vacation leave and sick leave may be used during the probationary period in accordance with Codified Ordinance 155.09 and Codified Ordinance 155.10.

(c) Leave without pay during the probationary period shall not be counted as part of the probationary period.

(d) An employee promoted to a higher position or transferred to another classification shall be classified as a probationary employee in that position for a period of six months. If the employee does not perform satisfactorily during the six-month probationary period, the employee shall be returned to his or her previous position and his or her seniority in that position shall be maintained. If the employee's previous

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position is occupied, the employee may be returned to a similar position the employee is otherwise qualified to occupy. An employee transferred to another classification within the same paygrade will retain the ability to achieve a merit bonus or step increase, whichever applies, at the end of the ~~six months~~six-month (6) probationary period. Thereafter, the employee will be eligible for merit-based adjustments upon the anniversary of the transfer date, if the employee has not already received a merit bonus or step increase previously in the calendar year of the transfer. An employee who received a merit bonus or step increase in the calendar year before the transfer will be eligible for a merit bonus or step increase upon the anniversary date of the transfer.

(e) An employee who is changing his status from part-time or seasonal status to full-time status, even if he is performing the same tasks as performed in the part-time or seasonal status, shall be considered a probationary employee for ~~a period of six~~ (6) months. Thereafter, the appointment date to full-time employment shall serve as the anniversary date for merit pay purposes.

(f) An employee who fails to achieve a satisfactory level of performance as documented through the annual performance evaluation process may be placed on probationary status for a six (6) month period. After the six (6) month period a performance evaluation shall be made. The employee shall:

- (1) Be dismissed by reason of failing to adequately perform the duties and responsibilities required for the position;
- (2) Have the probationary period extended for an additional six (6) months; or
- (3) Be returned to regular status.

155.05 PROMOTIONS, TRANSFERS and DEMOTIONS.

(a) If an employee is transferred, promoted or demoted, the rate of pay for the new position shall be determined as follows:

- (1) If the rate of pay in the former classification is less than the minimum rate established for the classification of the new position, the rate of pay shall be advanced to the minimum for the classification.
- (2) If the rate of pay in the former classification is more than the maximum rate established for the new classification, the pay range shall be reduced to the maximum rate or an intermediate rate within the new range, as recommended by the Department Head and approved by the City Manager.
- (3) If the rate of pay of the former classification falls within the new range of pay, the rate shall remain the same in the case of a transfer; increase in the case of a promotion; or remain the same or be lowered in the case of demotion as determined by the City Manager.

(b) All promotions of employees shall be made according to merit and fitness, to be ascertained, as far as practicable, by competitive examinations, unless the promotion is to a position exempted from competitive examinations under Section 8.07 of the Charter, or C.O. 155.02(c)(2). The City Manager in consultation with the Department Head shall determine the practicality of competitive examinations where the

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vacancy exists. An examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination shall consist of one or more tests in any combination. Tests may be written, oral, physical, demonstration of skill, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought. Tests may include structured interviews, assessment centers, work simulations, examinations of knowledge, skills, and abilities, and any other acceptable testing methods.

155.06 OVERTIME.

(a) The use of overtime may be authorized by the Department Head ~~in order to~~ meet emergency service requirements or to maintain existing services.

(b) The City shall use a forty-hour workweek as the basis for making any Fair Labor Standards Act (FLSA) related overtime determinations.

(c) The calculation of an employee's "paid status" shall include all hours permitted or suffered to be worked, as well as all hours in other paid status while on any approved leave, including holiday, vacation, personal, injury, paid military leave, sick, training or other paid leave accrued to an employee on an hour-for-hour basis. The use of compensatory time is specifically excluded from the calculation of paid status.

(1) When calculating "paid status" for a week which includes a holiday:

- A. Employees who do not receive a holiday leave bank shall have holiday pay hours paid pursuant to 155.07(c) and hours actually worked above eight (8) hours on a holiday counted as "paid status." Hours actually worked on the holiday up to 8 hours are not counted toward paid status for calculating overtime because the eight (8) hours of holiday pay are already included in paid status.
- B. Employees who receive a holiday leave bank shall have all hours worked on the holiday and any holiday leave hours when taken counted as "paid status."

(d) Employees who are not overtime-exempt based on FLSA regulations and who work a forty-hour workweek shall be compensated at a rate of one and one-half times their regular hourly rate for hours in paid status in excess of forty. Pursuant to C.O. 155.06, the use of previously earned compensatory time shall not be considered "hours worked" or "paid status" for the purpose of calculating any overtime hours worked in accordance with FLSA requirements. Except under the circumstances specifically provided for in this Codified Ordinance, any hours paid at a premium rate are not included in paid status for purposes of calculating overtime because separate compensation is already paid for those hours.

(e) A full-time employee may elect to take compensatory time in lieu of the compensation provided herein. Part-time, seasonal, temporary employees will be compensated in pay only for hours worked over 40 (forty) hours in a workweek. An employee's election to take compensatory time is the sole decision of the employee and no one should coerce or pressure the employee to take compensatory time. Such compensatory time shall not exceed a total accumulation over eighty (80) hours. Public

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Service Department employees who engage in snow removal activities may accumulate in excess of eighty (80) hours, provided that any hours in excess of the eighty (80) hour limit shall be taken by the last pay period in the month of June. Any remaining compensatory time in excess of eighty (80) hours remaining at the last pay period in June shall be paid out. In no case shall the total hours accrued be in excess of one hundred twenty (120) hours. Compensatory time may be taken at a time that is convenient to both the employee and employer. The balance remaining at the conclusion of the first pay period ending in December shall be paid out in full. Employees appointed from an FLSA non-exempt position to an FLSA exempt position will have any accrued compensatory leave paid out at the FLSA non-exempt rate of pay upon appointment to the FLSA exempt position.

(f) With the approval of the Department Head, employees may use "flex time" for the benefit of the employee or the City to accommodate scheduling needs.

155.07 HOLIDAYS.

(a) The following days are declared paid holidays from which the full-time employees and officials will be excused from work and shall receive eight (8) hours of compensation at their base rate.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day following Thanksgiving
Christmas Eve	second half of the last work day before Christmas Day observed, four (4) hours
Christmas Day	December 25

(b) ~~For employees who do not receive a holiday bank, For employees whose normal work week is Monday through Friday,~~ when any holiday listed above falls on Saturday, the preceding workday shall be considered the holiday. When the holiday falls on a Sunday, the following workday shall be considered the holiday. ~~For employees who receive a holiday bank, the holiday is observed on the actual holiday.~~

(c) Each full-time employee shall be paid eight (8) hours pay for a holiday. In order for an employee to be entitled to a holiday, he/she must have actually worked on the day before and the day after the holiday unless utilizing permissible approved paid leave time such as vacation, sick leave, bereavement leave, jury duty, personal day(s) or other approved paid leave ~~approved by the City Manager.~~

(d) When any holiday listed above falls while an employee or official is on approved vacation time, such holiday shall not be charged against vacation leave.

(e) In the event the Federal and State governments shall designate a day of the week for any of the holidays specified above, then said day shall be observed in accordance with said designation.

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(f) Each full-time FLSA non-exempt employee, except as provided in (g), below, who is required to work on a day designated as a holiday shall, in addition to receiving eight hours pay for the holiday, be compensated in one of the following ways:

- (1) The employee may elect to be paid at the rate of one and one-half times their hourly rate of pay for any hours worked on the holiday;
- (2) The employee may elect to be credited with one and one-half hours of compensatory leave for any hours actually worked on the holiday. Compensatory leave may be taken as time off, with the approval of their supervisor, at any time during the calendar year in which it is credited. Any balance of unused time remaining at the end of the calendar year will be paid in cash at the employee's base rate of pay.
- (3) Example: An FLSA non-exempt employee works eight (8) hours on July 4th. The employee may elect to be paid for four hours at time and one-half and credited with a total of six (6) hours of compensatory time to account for the other four (4) hours of time worked on the holiday.

(g) FLSA non-exempt essential safety services positions within the Police Department, such as dispatchers and sergeants, will be provided a holiday leave bank at the beginning of each calendar year. –Employees may use holiday leave hours on the actual holiday or another day of the year with supervisor approval. –In the event an employee with holiday leave does not use or submit to use all the leave remaining by December 31, such amount will be paid to the employee at the employee's base rate in the last pay period of the fiscal year.

- (1) Upon initial appointment to a position described under (g), above, a pro-rated bank of hours for remaining holidays will be provided for the employee.
- (2) An employee with accrued and unused holiday leave who separates or transfers to a position that does not receive holiday bank, will be paid out the accrued leave at the employee's base rate of pay. An employee who separates, or transfers to a position that does not receive a holiday bank, and has used more holiday leave than has accrued will have the equivalent number of hours at the employee's base rate withheld from the employee's paycheck or may elect to forfeit the equivalent number of hours of other accrued leave that is eligible for payout.–Holiday leave hours not accrued are considered forfeited upon separation.
- (3) An employee who works on the holiday shall be paid at a rate of one and one-half times their hourly rate of pay for hours actually worked on the holiday.

(h) Employees who begin a shift on the day prior to the designated holiday, but work more than 50% of their hours on the holiday, shall be credited for the holiday on the date that their shift begins.

155.08 PERSONAL LEAVE.

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(a) In addition to the observed holidays set forth in C.O. 155.07(a), all full-time employees shall be authorized to observe sixteen (16) hours designated as "personal leave". Such time shall be scheduled as far in advance as possible and approved by the supervisor, except that no reasonable request shall be denied. Wages shall be computed on the basis of the employee's existing rate of compensation at the time the leave is taken. Any unused personal leave remaining after the last pay period of the ~~same~~ year shall be paid out on the first full payroll period of January of the following year. Unused hours ~~or~~ when an employee terminates his/her employment shall be forfeited. Employees who are rehired after retirement from the City shall not be eligible for any personal leave payout.

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

155.09 VACATION.

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

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

~~(2)~~ Upon completion of the first year of employment up to the completion of the 4th year of employment – 4.615 hours per pay period.

~~(2)~~ (3) Upon completion of the 4th year of employment up to the completion of the 9th year of employment - ~~4.615~~6.154 hours per pay period

~~(3)~~ (4) Upon completion of the 9th year of employment up to the completion of the ~~14th-18th~~ year of employment - ~~6.154~~7.70 hours per pay period

~~(4)~~ (5) Upon completion of the ~~14th-18th~~ year of employment and beyond - ~~7.70~~8.615 hours per pay period

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

(1) At appointment - three weeks. Employees appointed to an unclassified position upon hire, or, who move from a classified non-exempt position to an exempt-unclassified position, will be provided three weeks upon appointment to the exempt-unclassified position. ~~Newly hired unclassified employees shall accrue 3.077 hours of vacation leave per pay period after six months of employment until the end of their first year of employment. Thereafter, accrual will be provided at the rate otherwise qualified for. Employees appointed to an unclassified position from a classified position will and continue to accrue at the rate otherwise qualified for based on length of continuous service with the City after 6 months of employment in the unclassified position.~~

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- (2) Upon completion of the 1st year of employment up to the completion of the 4th year of employment – 4.615 hours per pay period
- (3) Upon completion of the 4th year of employment up to the completion of the 7th year of employment – 6.154 hours per pay period
- (4) Upon completion of the 7th year of employment ~~and beyond~~ and up to the completion of the 14th year of employment - 7.70 hours per pay period.
- (5) Upon completion of the 14th year of employment and beyond - 8.615 hours per pay period

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

(d) Each full-time employee and official shall be permitted an annual standard maximum carryover of three (3) times the annual vacation accrual rate. Any accrued vacation leave in excess of the maximum carryover limits standing to the credit of the employee on December 1 shall become void on December 31, unless scheduled to be paid out in January. Employees with leave in excess of 480 hours as of December 1 may have up to 80 hours paid out upon request. Such payout shall be at the employee's rate of pay as of December 31 and occur in the following January.

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

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

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

(h) Compensation for vacation leave in lieu of time off shall not be granted except as provided in (d), above.

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

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

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

(l) Employees who are re-hired by the City after retirement from the City shall accrue vacation leave at the rate accrued upon retirement and shall not be eligible for additional accrual steps or cash payment in (d), above, or cash payment for unused vacation leave upon final separation.

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155.10 SICK LEAVE.

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

(b) Sick leave may be accumulated without limit.

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

(d) Employees may use leave for absence due to illness, pregnancy, non-work related injury, exposure of contagious disease which could be communicated to other employees, quarantine of the employee, and for illness or injury of the employee's spouse, child, mother, father, or other relative residing in the employee's household. Sick leave may also be used for medical, vision or dental related examination and care.

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

(f) Absence due to sickness in the immediate family not residing in the employee's household, and requiring the continuing presence of the employee to make arrangements for hospitalization or other care shall not exceed three consecutive workdays without approval from the Department Head.

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

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

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

(j) For family medical incidents, an employee may use up to four (4) days for each discrete incident.

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

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

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- a. Up to 1,920 hours of previously accumulated sick leave from another public agency may be transferred to the employee's credit at a rate of two (2) to one (1) for each hour accrued as an employee of the City of New Albany.
 - b. Rate of accrual shall be in conformance with C.O. 155.10(a).
- (m) Upon retirement or separation in good standing, full-time employees may convert unused accrued sick leave to a lump sum monetary payment on the following conditions:
- (1) For the first 120 hours (15 days) of sick leave accrued, payment shall be hour for hour. Accumulated sick leave above 120 hours shall be paid at the rate of eight (8) hours pay for every 24 hours accumulated.
 - (2) Payment will be at the hourly rate in effect at the time of retirement or termination.
 - (3) Employees terminated for cause or who fail to give two weeks' written notice of intent to terminate are not eligible for the sick leave conversion benefit.
- (n) Employees who are re-hired by the City after retirement from the City shall be allowed to carry over up to 120 hours of sick leave and upon reemployment will accrue sick leave under (a), above. Upon final separation, a maximum of 120 hours will be eligible for payout at a one-to-three basis. Any leave remaining above 120 hours shall be forfeited.

155.11 SICK LEAVE RECIPROCITY

(a) During January, each permanent full-time non-union employee may receive payment in cash for a portion of unused accrued sick leave hours at the end of the preceding fiscal year, provided such employee was entitled to sick leave benefits during all of the twenty-six (26) pay periods of the previous year. Additionally, in order to participate, an employee must have at least 480 hours of sick leave after cash benefit hours are taken. Those who are eligible may cash in up to eighty (80) hours of sick leave. Eligible employees must elect, no later than September 1 of each year, to convert up to eighty (80) hours of sick leave for payment in the first full pay period in January of the next calendar year (payable at the ~~employees~~employee's base rate of pay as of December 31 of the year of the election).

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

155.12 INJURY LEAVE.

When a full-time non-union employee's absence from work is necessitated because of an illness or injury incurred while on the job with the City and the illness or injury is compensable under Ohio Workers' Compensation Law, injury leave may be granted at the discretion of the City Manager for a period of time not to exceed 180

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calendar days. Such leave may be granted by the City Manager based upon the recommendation of the employee's Department Head and upon submittal by the employee which includes a statement from a licensed physician justifying that the employee is unable to return to full work status due to the illness/injury. Such leave shall not be charged against the employee's sick leave balance unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Workers' Compensation Law. In order to be eligible for injury leave, the employee must report the illness/injury to his supervisor in compliance with the city's injury reporting policy. Simultaneously with the request for injury leave, the employee shall make application and actively prosecute a claim for lost wage benefits under Ohio Workers' Compensation Law. If the application is favorably considered, the City's obligation under the continued use of injury leave shall be the monetary difference between the employee's regular rate of pay and the benefits received under Workers' Compensation.

155.13 FAMILY MEDICAL LEAVE

The City offers family medical leave in compliance with all federal provisions of the Family and Medical Leave Act (FMLA).

155.14 BEREAVEMENT LEAVE.

(a) A full-time employee may be granted up to ~~five (5) regularly scheduled workdays~~ forty (40) hours of bereavement leave, without loss of pay in case of a death in the immediate family.

(b) Sick leave, vacation leave, holiday leave, personal day(s) or compensatory time may be used for bereavement ~~leave~~ for additional days for immediate family, with the approval of the City Manager Department Head.

(c) Up to three (3) days of leave is permissible for deaths other than the immediate family, but such leave shall be charged to vacation leave, holiday leave, compensatory time or personal day(s).

155.15 LEAVES OF ABSENCE.

(a) In an effort to be flexible and provide latitude to employees in unique or special circumstances, leaves of absence may be granted to employees under special circumstances. Eligibility for a leave of absence will be reviewed on a case-by-case basis and will be limited to full-time, regular employees with at least two (2) consecutive years of service.

(b) Leaves of absence for the following situations or emergencies will be considered:

- (1) To allow employees to attend courses at recognized colleges or universities, if the courses are deemed to be of benefit to the City.
- (2) Family leave of absence. Female employees (not disabled by childbirth or pregnancy) and male employees may be granted a

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leave for the purpose of caring for a newborn child, adopted child, or a seriously ill child or other member of the family.

- (3) Personal leave of absence may be granted to an employee to attend to personal matters in cases in which the City Manager determines that an extended period of time off would be in the best interest of the employee and the City, including but not limited to inpatient substance abuse treatment.
- (4) For other purposes deemed beneficial to the City and the employee.

(c) Leaves of absence are granted without pay except in special and unusual circumstances. Insurance benefits may be continued during leaves of absence, based on a determination by the City Manager.

(d) A request for a leave of absence must be made in writing by the employee. All leaves must be approved by the City Manager and Department Head. Permitted leaves are limited to six weeks at which time any request for additional leave must be made.

(e) An employee returning to work from leave shall be reinstated to the employee's former position or a comparable position.

(f) If an employee fails to return to work at the conclusion of a permitted leave, the employee will be terminated from employment, unless the City Manager, in consultation with the Department Head, grants an extension.

155.16 MILITARY LEAVE.

The City will adhere to all applicable state and federal provisions for military leave.

155.17 JURY SERVICE.

The City of New Albany encourages employees to fulfill their civic responsibilities by serving jury duty when required.

(a) Full-time employees may request jury duty leave. Jury duty pay will be calculated on the employee's regular pay rate times the number of hours the employee would otherwise have worked on the day of the absence.

(b) The employee, upon notice of jury service, shall present such notice to his or her immediate supervisor. A copy of such notice shall be filed in the employee's personnel file.

(c) Jury service requiring less than four (4) hours of the employee's regular work day as verified by the time report, shall require the employee to report to his or her supervisor for completion of his/her regular work day with the City.

(d) Either the City or the employee may request that an employee be excused from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

155.18 PRECINCT ELECTION OFFICE LEAVE.

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The City of New Albany encourages employees to fulfill their civic responsibility by working on Election Day at the polls.

(a) Any employee who is a registered voter and meets the other requirements established by law and the Board of Elections may request Precinct Election Official Leave with pay for the purposes of being a judge of an election engaged by the Board of Elections. Precinct Election Official Leave will be calculated on the employee's regular pay times the number of hours the employee would otherwise have worked on the day of the absence.

(b) If the employee must attend the Precinct Election Official training courses, as mandated by Ohio Law and conducted by the Board of Elections, the employee must request leave with vacation, personal day(s) or compensatory time if the training is during regular work hours. Leave without pay will not be permitted to attend the training session(s).

(c) This leave with pay is not considered "hours worked" for the purpose of computing overtime.

(d) The employee must provide the City with a copy of the employee's poll worker pay stub provided by the Board of Elections.

155.19 INSURANCE BENEFITS.

(a) The City shall make available group medical, prescription drug, dental, and vision benefits to all full-time non-union employees and their dependents as well as to all currently serving, elected members of City Council and Mayor. -Actively serving council members may elect to enroll in city-sponsored health insurance at the time of open enrollment or upon a qualifying life event. The available benefits and cost of insurance provided to council members shall be the same as is offered to full-time non-bargaining employees. The benefits shall be based on the benefits of the carrier or carriers.

(b) All full-time non-union employees shall be entitled to group term life and accidental death and dismemberment insurance coverage. The City shall provide coverage in the amount equal to the employee's annual salary, rounded up to the nearest thousand dollars. The maximum coverage shall be one and ~~one-half~~ one-half times their annual base wages, up to a maximum of one hundred and fifty thousand dollars (\$150,000).

(c) The City may offer an incentive for opting out of City provided insurance benefits on an annual basis.

155.20 MERIT COMPENSATION.

In recognition of exceptional City service, each non-union employee shall be eligible for additional compensation in the form of cash payment and/or additional personal leave as prescribed in the City's merit bonus program. An employee becomes eligible for merit bonus program compensation in the year following their attainment of the maximum rate of compensation on the City's merit based compensation program.

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155.21 MISCELLANEOUS COMPENSATION PROVISIONS.

(a) Call Out Pay. A full-time FLSA non-exempt employee who is called to return to duty after leaving work for at least thirty (30) minutes or another time when the employee is not scheduled to work will be guaranteed a minimum of three (3) hours at time and one-half times the regular rate of pay in pay or compensatory time, so long as the hours do not abut the employee's regularly scheduled hours. Such pay does not apply to pre-scheduled meetings or other events that an employee attends even though the hours do not abut the employee's scheduled hours, e.g., boards and commission meetings, pre-scheduled inspections, scheduled special events, etc.

(b) A full-time FLSA non-exempt, non-union employee who is required to attend a court session due to professional obligations while not on regular duty shall be entitled to a minimum of three (3) hours of pay at time and one-half for the actual hours spent in court.

(c) Municipal employees who use a personal automobile for municipal use shall be reimbursed for such at the rate set annually by the Internal Revenue Service as tax-deductible mileage rate.

(d) The City shall have the right to require a physical examination of all new employees, and to require periodic physical examinations, including drug testing, of all employees. All required physical examinations shall be at the expense of the City.

(e) The City shall provide uniforms and/or a uniform allowance for non-union staff prescribed or permitted to wear a uniform. Such benefits shall be processed in compliance with any and all applicable Internal Revenue Service regulations.

(f) Tuition Reimbursement Program.

- (1) All full-time employees and officials with twelve or more months of satisfactory service shall be eligible to participate in a tuition reimbursement or professional certification program.
- (2) An employee or official shall provide a written request to the Department Head indicating the course of instruction that is to be followed and how the course of instruction will benefit both the employee and the City. The Department Head shall make a recommendation and forward the request to the City Manager for approval or denial. If approved, the written approval will be forwarded to Finance for future reimbursement.
- (3) Courses are to be taken on other than scheduled working hours, unless approval is obtained from the Department Head, Human Resources Officer and City Manager.
- (4) Reimbursement shall be made upon successful completion of the course with a grade of B (3.0) or better. The employee/official shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the amount paid for tuition and textbooks.
- (5) In the event that the employee/official receiving reimbursement separates from the City following any reimbursement, he/she shall pay back to the City 100% of the reimbursement amount made during the thirty-six (36) previous months preceding the separation from City.

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A. Newly hired police officers who are required to attend a basic police academy and have the expense for attendance at the academy paid by the city will be subject to reimbursing the city for the cost of the academy if the officer voluntarily separates employment within thirty-six (36) months from the academy graduation.

- (6) Employees shall be eligible for up to a maximum of three thousand dollars (\$ 3,000) per calendar year for tuition and textbooks. The total amount for tuition and textbooks paid to any individual without special consideration from City Council shall be twelve thousand dollars (\$ 12,000).
- (7) Courses of instruction eligible for reimbursement under this program shall be provided by a recognized institution (e.g., college, university, community college, post-secondary technical school, etc.). No reimbursement shall be provided for correspondence courses.

(g) Police Officers shall be eligible to receive Special Duty Pay directly from the contractor of special duty services in accordance with such rules, regulations and procedures in effect with the New Albany Police Department. The rates for Special Duty shall be established by the City Manager.

(h) A shift differential of one dollar (~~\$1.0025~~) per hour shall be provided to non-union police sergeants, ~~and~~ non-union dispatch personnel (excluding hours in paid status while on approved leaves, restricted duty, and off-duty court time hours) and any employees for those who are regularly assigned to work second shift, third shift, or any shift that commences after the starting time of second shift (usually 2 p.m.) and ends prior to the ending time of third shift (usually 6 a.m.). Shift differential does not apply when an employee is assigned to work extra hours such as special events or responding to call-out or emergencies, that include second or third shift hours. -Shift differential will be paid for actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours spent on approved paid leave. Time spent in optional training programs shall not qualify for shift differential pay. If shift differential pay is applicable, and overtime occurs, the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.

(i) Authorized dispatchers and sergeants who are assigned to train new dispatchers or sergeants, respectively, shall earn \$1.50 above their base hourly rate on an hour-for-hour basis for all hours worked during a shift as a trainer, provided the trainer works a minimum of eight (8) consecutive hours.

(ij) The City Manager shall have the authority to establish monetary and non-monetary compensation programs that recognize the special efforts of employees that benefit the community and/or the organization.

(k) Employees placed in an on-call status by their Department Head will be compensated for time spent on-call at an amount determined by the City Manager.

(lj) The City Manager shall have the authority to establish an employee recognition program and may, at his/her discretion, provide awards in recognition of service such as plaques, trophies, service pins, etc.; and any other type of non-monetary remuneration. The City Manager may expend City funds for such items including recognition luncheons, dinners, or other such expenditures in keeping with the objective of an employee recognition program. -The City Manager may establish a monetary,

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performance-based merit program in addition to the merit compensation under the provisions of C.O. 155.20.

155.22 OPERS and OPFPF.

(a) The full amount of the statutorily required employee contributions to the Ohio Public Employees Retirement System of Ohio (OPERS) and to the Ohio Police and Fire Pension Fund (OPFPF) shall be withheld from the gross pay of each employee and shall be paid to OPERS and to OPFPF by the City on the employee's behalf. This withholding shall be in lieu of direct contributions to OPERS and OPFPF by each employee. No person subject to this withholding shall have the option of choosing to receive the statutorily required contribution to OPERS or to OPFPF directly. The City shall, in reporting and making remittance to OPERS and OPFPF, report that the public employee's contribution for each person subject to this payment has been made as provided by the statute.

(b) The payment by the City provided by this section shall apply to all persons that are employees of the City who are or become contributing members of OPERS or OPFPF.

(c) The total salary for each employee shall be the salary otherwise payable under the City's Policies. Such total salary of each employee shall be payable by the City in two parts:

- (1) Deferred salary and
- (2) Cash salary.

An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by OPERS and OPFPF to be paid as an employee contribution by that employee, and shall be paid by the City to OPERS and OPFPF on behalf of that employee as a pickup and in lieu of the OPERS and OPFPF employee contribution otherwise payable by that employee.

An employee's cash salary shall be equal to that employee's total salary less the amount of the pickup for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to OPERS and OPFPF based upon an employee's total salary. The total combined expenditures of the City for such employees' total salaries payable under applicable municipal policies and the pickup provisions of this chapter shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

155.23 LICENSING; CERTIFICATION.

(a) Certain job classifications within the City require the employee to maintain current licenses and/or certifications pursuant to the performance of the job. It is the responsibility of the employee who holds a position that mandates special licensing or certification to keep same in full force and effect while in the employ of the City. A complete and updated training record shall be forwarded to the Human Resources Officer to be kept in the employee's personnel file.

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(b) The City may pay for training required to maintain certification and/or special licenses of employees. However, failure of the employee to notify the City of needed training in such a manner so as to avoid loss of certification and/or license shall result in disciplinary action, including, but not limited to, requiring the employee, at his/her own expense and on his/her own time, to take the necessary training or tests to regain his/her license and/or certification.

155.24 PERSONNEL RECORDS.

(a) Personnel File. One, and only one, personnel file shall be maintained for each employee and shall be in the custody of the Human Resources Officer. The personnel file shall contain all the official records of the City regarding an individual employee. An employee may review his personnel file at reasonable times in the presence of the Human Resources Officer upon written request to the Human Resources Officer. Copies of documents shall be made available to the employee at a cost as established in the City's Schedule of Fees and Service Charges. All such copies shall be marked "copy". The confidentiality of matters contained in the personnel files shall be the responsibility of the Human Resources Officer who shall release only such information permitted by law.

(b) Retention of Records. All actions of records, including appointment, evaluations, promotions, transfers, demotions, reprimands, dismissals, suspensions, will be maintained in each employee's personnel file throughout his/her period of employment with the following exceptions: Records of documented oral reprimand will be removed from the file upon the written request of the employee twelve months after such reprimand was issued, provided no further disciplinary action has occurred within that twelve month period of time. -Records of written reprimands will be removed from the file upon the written request of the employee two years after such was given, provided no further disciplinary action has occurred within that two year period of time. Records of suspensions of three days or less will be removed from the file upon the written request of the employee five years after such was given, provided no further disciplinary action has occurred within that five year period of time. In any case in which a suspension, demotion or dismissal is disaffirmed through the appeal procedure, the personnel record shall clearly indicate such disaffirmance. Copies of commendations, letters of appreciation, and training certificates or records, shall also be maintained in the personnel file.

(c) Inaccurate Documents. If an employee has reason to believe that there are inaccuracies in documents contained in their personnel file, the employee may write a memorandum to the Human Resources Officer explaining the alleged inaccuracy. If the Human Resources Officer concurs with the employee's contentions, the Human Resources Officer shall either correct or remove the faulty document or attach the employee's memorandum to the document and note thereon concurrence with the memorandum. The Human Resources Officer may also attach the memorandum to the document and note disagreement with memorandum's contents. The decision of the Human Resources Officer with regard to inaccurate documents shall be final.

155.25 INDIVIDUALS WITH DISABILITIES

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The City will adhere to all applicable state and federal provisions including the American with Disabilities Act.

155.26 DISCIPLINARY ACTIONS.

It shall be the responsibility of each Department Head to maintain control and discipline in his/her Department. This responsibility involves dealing promptly with violations of this chapter, municipal ordinances, the Charter, administrative orders of the City Manager, and federal and state laws by employees in their Department.

(a) Just Cause. No employee shall be reduced in pay or position, suspended (paid or unpaid), removed or reprimanded except for just cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy, work rule, or codified ordinance of New Albany, any other failure of good behavior, unbecoming conduct, any act of misfeasance, malfeasance or nonfeasance or the conviction of a felony. The denial of a one-time pay supplement or bonus is not a reduction in pay.

(b) Progressive Discipline.

- (1) The principles of progressive disciplinary action will be followed with respect to minor offenses. For minor offenses, an oral reprimand, a written reprimand and a suspension shall be given prior to demotion or dismissal. However, more serious discipline may be imposed for more serious offenses consistent with "just cause".
- (2) Disciplinary action may consist of any action which is appropriate to the offense, including:
 - A. Documented oral reprimand;
 - B. Written reprimand;
 - C. Suspension from duty with or without pay;
 - D. Demotion in rank or reduction in salary; or
 - E. Dismissal;
 - F. Or other agreed upon penalty.
- (3) Disciplinary action noted in A through F, above, shall be in writing and made a part of the employee's personnel file.
- (4) A suspension from duty without pay must be reviewed and approved by the City Manager prior to becoming effective. Reprimands shall not require prior approval by the City Manager. However, it is suggested that the Department Head notify the City Manager whenever an employee is going to receive disciplinary action. All demotions in rank, suspensions without pay, reductions in salary and dismissals must be reviewed and approved by the City Manager prior to becoming effective. Nothing in this section shall be deemed to preclude an employee from being relieved of duty by the Department Head and placed on paid administrative leave if in the judgment of the supervisor such action is necessary. In all cases of discipline, the grievance procedure set forth in Section 155.27 shall control. Disciplinary actions shall in all cases

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be dealt with in a private manner. Specifically, employees who are or who may be the subject of any disciplinary action and supervisors/superiors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who by this chapter or other law are entitled to such information.

(c) Responsibility for Discipline. The duty of maintaining discipline among employees shall rest initially with the immediate supervisor and finally with the City Manager. The City Manager has the power and duty, when he/she deems it necessary for the good of the service, to suspend, remove, or otherwise discipline all municipal employees and appointive administrative officers.

(d) Pre-disciplinary meeting. In cases of suspension, demotion, reduction in salary or dismissal, a regular, classified employee is entitled to a pre-disciplinary hearing prior to any suspension without pay being issued. The pre-disciplinary hearing requires written notice of the date, time and location of the hearing, behavior and work rules at issue, and opportunity for the employee to present information on the employee's behalf.

(e) Copy of Discipline Record. Whenever a disciplinary action is taken which results in a disciplinary action of record, the employee shall be given a written copy of such record at the time it is placed in the employee's personnel file. No public statement regarding the final decision shall be made until the written decision has been distributed to the employee.

155.27 PROCEDURE FOR APPEAL OF DISCIPLINARY ACTION.

(a) An employee of the City who feels aggrieved by the action of his/her supervisor in the administration of discipline may appeal such disciplinary action according to the step(s) set forth in Table I herein. For a particular disciplinary action, the employee shall follow the procedural steps in the order established, and the last step listed is the final point of appeal. The City Manager shall discipline employees and the Personnel Appeals Board has the power to hear appeals from administrative determinations made pursuant to this chapter and as may be authorized by this chapter.

(b) In accordance with the provisions of C.O. 155.02, employees serving in the unclassified service, or occupying positions which have been exempted from the classified service, serve at the pleasure of the City and may be dismissed, disciplined or reduced in pay or position at any time without regard to the procedures contained within these Codified Ordinances.

(c) Disciplinary actions and the associated appeal steps are as follows:

**TABLE I
DISCIPLINE APPEAL PROCEDURE**

<i>Disciplinary Action</i>	<i>Appeal Steps</i>
Written reprimand	(1), (2)
Suspension from duty without pay for 5 or less working days	(1), (2), (3)
Suspension from duty without pay for 6 or more working days	(1), (2), (3), (4)

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Demotion in rank or reduction in salary	(1), (2), (3), (4)
Dismissal	(1), (2), (3), (4)

(d) Appeal Steps.

- (1) Department/Division Head review. The aggrieved employee may present a written statement of his/her appeal to the Department/Division Head within fourteen (14) calendar days of the effective date of the disciplinary action being appealed and shall ask for a review and modification or reversal of the action and grounds for modification or reversal. The Department/Division Head shall issue a written response within fourteen (14) calendar days of receipt of the written appeal.
- (2) Appeal to Human Resources Officer. If an appeal is not resolved to the satisfaction of the employee under step (1) and the action being appealed is allowed to proceed to step (2), the employee may request in writing a review by the Human Resources Officer. The written appeal must be presented to the Human Resources Officer within seven (7) calendar days of receipt of the Department/Division Head response. The Human Resources Officer shall hold a meeting within fourteen (14) calendar days of the receipt of such written statement. At such meeting the Department/Division Head shall present the facts and circumstances upon which the disciplinary action was taken. Prior to such meeting the Human Resources Officer shall notify the employee, in writing as soon as is practicable, of the time and place of the meeting and the specific matters or charges which will be considered. At the meeting, the employee may be represented by an individual of his/her choosing, and will be permitted to present witnesses. The employee's personnel file shall be made available for him/her to review prior to the hearing upon written request to the Human Resources Officer. The Human Resources Officer, after the close of the meeting, shall issue a written decision within fourteen (14) calendar days from the close of the meeting that shall be forwarded to the employee. A copy of the written decision shall be provided to the employee and his/her representative at the time it is placed in the employee's personnel file. No public statements shall be made by the employee or employer regarding the final decision, until the written decision has been given to the employee. The written decision of the Human Resources Officer shall be a prerequisite to a request for a hearing before the City Manager.
- (3) City Manager meeting. If an appeal is not resolved to the satisfaction of the employee by the Human Resources Officer under step (2) and the action being appealed is allowed to proceed to step (3), the employee may request in writing within seven (7) calendar days of the issuance of the Human Resources Officer's written decision, a meeting with the City Manager. If such request

is not made within seven (7) calendar days, the matter shall be closed. At such meeting, which shall occur within fourteen (14) calendar days, the department/division shall present the facts and circumstances upon which the disciplinary action was taken. Prior to the meeting, the City Manager shall notify the employee in writing, as soon as is practicable, of the time and place of the meeting and the specific matters or charges which will be considered. At the meeting, the employee may be represented by an individual of his/her choosing; he/she will be permitted to present witnesses. The employee's personnel file shall be made available to him/her for review prior to the meeting upon written request to the Human Resources Officer. The City Manager shall issue a written decision, after the close of the meeting, which shall be forwarded to the employee within twenty-one (21) calendar days. A copy of the written decision shall be provided to the employee and his/her representative at the time it is placed in the employee's personnel file. No public statements shall be made by the employee or employer regarding the final decision, until the written decision has been given to the employee. The written decision of the City Manager shall be a prerequisite to a request for a hearing before the Personnel Appeals Board.

- (4) Personnel Appeals Board Hearing. The Charter provides for a three member Personnel Appeals Board. An aggrieved ~~non-exempt~~ classified employee may request in writing a hearing before the Personnel Appeals Board. The Personnel Appeals Board may also hear appeals of union employees in accordance with the grievance procedure in the applicable collective bargaining agreement. Such request must be submitted within fourteen (14) calendar days of receipt by the employee of the City Manager's decision under step (3). Such request shall be submitted to the Human Resources Officer, who will notify the Personnel Appeals Board. The Board shall set a time, date and location to hear such appeal and notify the Human Resources Officer as well as the employee, or designated representative, if any/known. The notice of the hearing will be either hand-delivered upon the employee or known representative or mailed to the employee's last known post office address. Alternate methods of notice may also be provided, such as pursuant to electronic means, upon the request of the employee, or the employee's designated representative, if any. Such notice of the hearing will be provided as outlined above at least fourteen (14) calendar days prior to the date of the hearing, unless an extension of time is requested or waived by the employee.

During the hearing, all witnesses must testify under oath or affirmation. Any Board member shall have power to administer oaths and affirmations to witnesses and to take testimony concerning any matter which the Board has the authority to hear.

Exhibit A – O-16-2024

The Board shall have the power to issue a subpoena and require the attendance of witnesses and the production of documents pertinent to any hearing. Either party may request that a subpoena be issued by the Board. Such requests for a subpoena or a request for production of documents shall be submitted no later than seven (7) days prior to the hearing. It is the responsibility of the requesting party to ensure proper service of the subpoena.

Amendments or modifications to the orders of dismissal, discipline or reduction in pay or position may be made by the appointing authority at any time prior to the start of the hearing, provided the employee and his/her attorney, if any, receive copies of the amended order prior to the time set for the hearing as provided herein.

Hearings before the Board shall be conducted in an orderly manner. The Board is not required to strictly follow the rules of evidence as applied by the courts in civil cases. The parties may be represented by counsel or other representative. The Board may also be represented by independent legal counsel when, in the Board's opinion, such independent legal counsel is needed and the cost of such representation shall be paid by the City.

In a hearing on an appeal before the Board, the following procedure shall be followed:

- a) Hearings may be public as required by Ohio law; however, upon the request of either party, witnesses may be separated during the hearing.
- b) The appointing authority taking the action affecting the employee shall proceed first with the burden of supporting the charges and specifications.
- c) The affected employee shall then produce such evidence as they wish to rebut the charges and specifications brought against the employee.
- d) The appointing authority will have the opportunity to offer rebuttal evidence.
- e) The burden of proof to be utilized by the Board shall be by a preponderance of the evidence.
- f) Each party may call witnesses to testify on their behalf. The Board on its own initiative may call witnesses other than those called by either party if in its judgment the merits of the case so require. In no instance shall more than five (5) witnesses be called by each party without the consent of the Board.

Exhibit A – O-16-2024

- g) The Board may, in its discretion, hear final arguments or allow post-hearing briefs.
- h) Hearings may be recorded by the Board in a manner it deems appropriate. Copies of any transcript may be provided to any parties upon written request.
- i) The Board will render its decision within a reasonable time from the date of the hearing. Upon the completion of all evidence introduced, the Board may render its final order immediately, or may take the matter under advisement and render its final order within a reasonable time thereafter.
- j) A written copy of the final order shall be transmitted to the appointing authority and the employee or their designated representative, if any.
- k) If the employee fails to appear at the hearing, the Board may hear the evidence offered by the appointing authority and render judgment thereon. If the appointing authority, or its designated representative fails to appear at the time fixed for the hearing, and if no evidence is offered in support of the charges against the employee, the Board may render judgment as by default or may hear evidence offered by the employee and render judgment thereon.

The acceptance by an appointing authority of the resignation of a person discharged, before the final action by the Board, will terminate the appeal process. Notice of the employee's resignation shall be submitted immediately to the Board and shall be entered into the Board's records.

The decision of the Personnel Appeals Board is final.

155.28 INVESTIGATIVE PROCEDURES.

With the approval of the City Manager, investigative procedures shall be undertaken any time an employee is suspected of or charged with an act which could result in criminal and/or administrative charges being filed against such employee. The investigative procedure for an administrative investigation shall be determined by the City Manager. The investigative procedure for a criminal investigation shall be as set forth hereinafter.

(a) When any anonymous complaint is made against an employee and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report.

(b) An employee shall be informed of the nature of an investigation prior to any questioning.

(c) An employee who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of his constitutional rights in accordance with law and shall then and continually thereafter have a right to counsel or other representative of his choosing.

Exhibit A – O-16-2024

(d) The use of administrative pressures, threats, coercion or promises shall not be employed for any purpose during the course of an investigation regarding any employee.

(e) An employee who declines or refuses to answer questions or to otherwise participate in an investigation may be charged with insubordination or a like offense except where such refusal is based on an exercise of his constitutional rights as referenced in subsection (c) hereof.

(f) The interrogation of an employee in connection with an investigation shall be conducted at reasonable times and for reasonable periods of time that shall include rest periods and time to attend to physical necessities.

(g) Commencing at the time during an investigation when an employee is advised of his constitutional rights as provided in subsection (c) hereof, an interrogation shall be recorded at the request of either party.

(h) In the course of an investigation, an employee may be given a polygraph examination, in compliance with applicable laws.

(i) During the course of an investigation, interviews of employees not the subject of such investigation may be conducted. Where appropriate, the procedures set forth herein shall be followed with respect to such other employees.

(j) Upon request, an employee shall be afforded reasonable access to written documents and to taped interviews made in accordance with subsection (g) hereof during which time he/she may listen to and make personal notes. If a written transcript of a recorded interview is made, the employee will be provided a copy of such transcript upon written request to the City Manager.

(k) If in lieu of the filing of criminal charges an investigation results in the necessity of disciplinary action in accordance with Section 155.26, disciplinary actions shall be taken. An employee whose conduct is the subject of such disciplinary action shall be afforded access to evidentiary matters expected to be presented in the course of any appeal process hearing associated with the disciplinary action.

(l) If any of these procedures are alleged to have been violated, such allegations shall be subject to the appeal procedure provided in Section 155.27 beginning at the level of the Human Resources Officer.



ORDINANCE O-17-2024

AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEDICATION OF 0.025 ACRES AS NEEDED TO SUPPORT THE SOUTH HARLEM ROAD ROADWAY IMPROVEMENTS AS REQUESTED BY SANDRA AND JEFFREY ROWLEY

WHEREAS, Jeffrey and Sandra Rowley, the grantors and owners of certain real property within the City of New Albany, desire to dedicate a portion of said property for public right-of-way purposes; and

WHEREAS, the existing right-of-way along the subject property on South Harlem Road lacks sufficient area to accommodate the proposed roadway improvements; and

WHEREAS, the city will be the recipient (grantee) of a total right-of-way dedication of 0.025 acres encompassing a tract of real property described and depicted in Exhibits A and B; and

WHEREAS, the public service director has reviewed the right-of-way dedication and has commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right-of-way.

NOW, THEREFORE, BE IT ORDAINED by council for the city of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.025 acres as described and depicted in Exhibits A and B.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/24/2024

Introduced: 06/04/2024

Revised:

Adopted:

Effective:

Exhibit A - O-17-2024

LIMITED WARRANTY DEED

(O.R.C. 5302.07 – 5302.08)

KNOW ALL MEN BY THESE PRESENTS that Jeffrey A. Rowley and Sandra M. Rowley, (the "Grantors") for good and valuable consideration paid, grants, with limited warranty covenants, to the City of New Albany, Ohio an Ohio municipal corporation (the "Grantee"), its heirs, assigns and successors, whose tax mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: That certain 0.025 acre tract situated in the City of New Albany, County of Franklin, and State of Ohio and being more particularly described in Exhibit A and depicted on Exhibit B, each of which are attached hereto and made a part hereof.

Instrument Reference(s): 200107120158843; Recorder's Office, Franklin County, Ohio

The grant of the Property is subject to all easements, conditions, covenants, restrictions, reservations and other matters of record in the Office of the Recorder, Franklin County, Ohio.

THE PROPERTY DESCRIBED IN EXHIBITS "A" AND "B" IS INTENDED BY GRANTEE TO BE HELD FOR USE AS A PUBLIC RIGHT-OF-WAY.

IN WITNESS WHEREOF, Grantor voluntarily caused this instrument's execution on this 30 day of April, 2024.

GRANTORS

JEFFREY A. ROWLEY
Name Jeffrey A. Rowley
Title Land Owner

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on this 30 day of April, 2024 before me, the subscriber, a Notary Public in and for said County, personally came the above named Jeffrey Rowley, Grantors in the foregoing Limited Warranty Deed, and acknowledged the signing of the same to his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Bridget E. Beck
Notary Public

My commission expires: 4/5/2028



SANDRA M. ROWLEY

Sandra M Rowley

Name

Land Owner

Title

BE IT REMEMBERED that on this 30 day of April, 2024 before me, the subscriber, a Notary Public in and for said County, personally came the above named Sandra Rowley, Grantors in the foregoing Limited Warranty Deed, and acknowledged the signing of the same to his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Bridget E. Beck

Notary Public

My commission expires: 4/5/2028



This Instrument Prepared By:
Benjamin S. Albrecht
City of New Albany Law Director
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

EXHIBIT A

LEGAL DESCRIPTION 0.025 ACRE RIGHT-OF-WAY DEDICATION

Situated in the State of Ohio, County of Franklin, City of New Albany, being in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of Lot 16 of the Oakfield Subdivision as recorded in Plat Book 53, Page 15, and as conveyed to Jeffrey A. Rowley and Sandra M. Rowley in Instrument Number 200107120158843, all being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

COMMENCING at a mag nail set at the intersection of the centerline of Harlem Road (60 foot width) and the centerline of Jason Court (50 foot width);

Thence along the centerline of said Harlem Road, North 42°07'29" West, 29.67 feet to a point;

Thence leaving the centerline and across the right-of-way of said Harlem Road, North 47°52'30" East, 30.00 feet to the **TRUE POINT OF BEGINNING** referenced by a 3/4" iron pipe found 0.12' South and 0.08' West at a point of tangency on the northeasterly right-of-way line of said Harlem Road, also being on a southwesterly corner of said Lot 16 and being referenced by a 3/4" iron pipe found 0.12' South and 0.08' West;

Thence along said northeasterly right-of-way line of Harlem Road and said southwesterly line of Lot 16 the following two (2) courses:

- 1) North 42°07'30" West, 193.73 feet to an iron pin set at a point of curvature;
- 2) Along a curve to the right having a deflection angle of 2°29'33", a radius of 1070.00 feet, an arc length of 46.55 feet, and a chord bearing and distance of North 40°52'44" West, 46.55 feet to an iron pin set;

Thence leaving said right-of-way line and across said Lot 16 the following three (3) courses;

- 1) South 43°40'02" East, 107.76 feet to an iron pin set;
- 2) South 44°30'21" East, 60.25 feet to an iron pin set;
- 3) South 42°13'01" East, 87.15 feet to an iron pin set on the northerly right-of-way line of Jason Court and a the southerly line of said Lot 16;

Thence along said northerly right-of-way line and said southerly lot line, along a curve to the right having a deflection angle of 47°45'39", a radius of 20.00 feet, an arc length of 16.67 feet, and a chord bearing and distance of North 68°00'20" West, 16.19 feet to the **TRUE POINT OF BEGINNING**, containing 0.025 acres (1088 S.F.), more or less.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

Bearings referenced herein are based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by ODOT RTN observations, with centerline of Harlem Road having a bearing of South 42°07'30" East.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E.P. Ferris and Associates, Inc. between April 2019 and October 2023 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.

This description was prepared on March 6, 2024.



Matthew Lee Sloat 3/15/24

Matthew Lee Sloat, PS 8342

Date

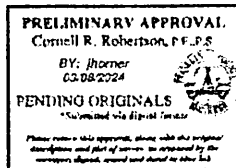
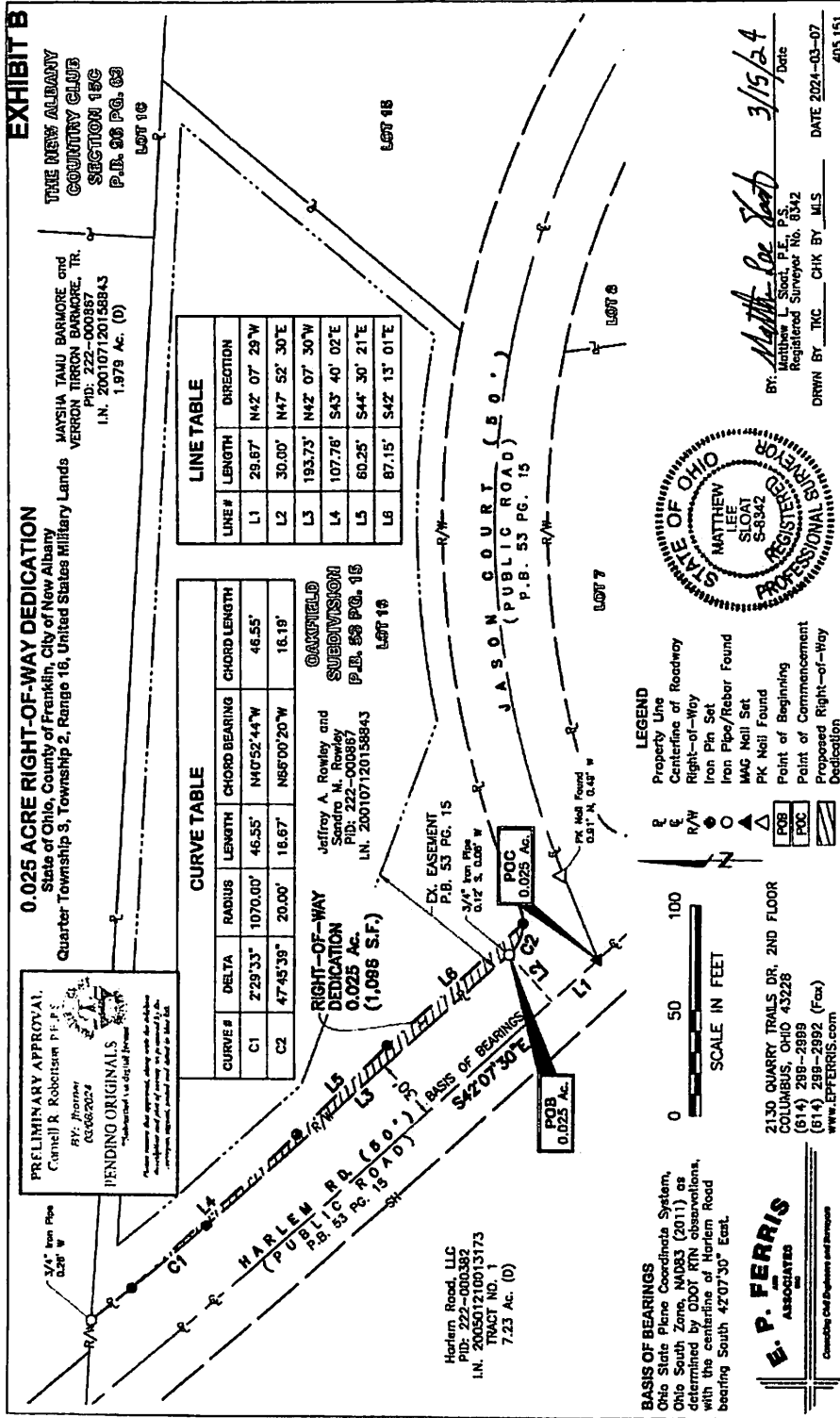


Exhibit B - O-17-2024





ORDINANCE O-18-2024

AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEDICATION OF 0.131 ACRES AS NEEDED TO SUPPORT THE SOUTH HARLEM ROAD ROADWAY IMPROVEMENTS AS REQUESTED BY MAYSHA TAMU BARMORE AND VERRON TIRRON BARMORE, TRUSTEES OF DEALS TO THE DOOR 401K TRUST

WHEREAS, Maysha Tamu Barmore and Verron Tirron Barmore, Trustees of Deals to the Door 401K Trust, the grantors and owners of certain real property within the City of New Albany, desire to dedicate a portion of said property for public right-of-way purposes; and

WHEREAS, the existing right-of-way along the subject property on South Harlem Road lacks sufficient area to facilitate the proposed city roadway improvements; and

WHEREAS, the city will be the recipient (grantee) of a total right-of-way dedication of 0.131 acres encompassing a tract of real property described and depicted in Exhibits A and B, and

WHEREAS, the public service director has reviewed the right-of-way dedication and has commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right-of-way.

NOW, THEREFORE, BE IT ORDAINED by council for the city of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.131 acres as described and depicted in Exhibits A and B.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/24/2024

Introduced: 06/04/2024

Revised:

Adopted:

Effective:

Exhibit A - O-18-2024

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

LIMITED WARRANTY DEED

(O.R.C. 5302.07 – 5302.08)

KNOW ALL PERSONS BY THESE PRESENTS that **Maysha Tamu Barmore and Verron Tirron Barmore, Trustees of Deals to the Door 401K Trust** (the "Grantors") for good and valuable consideration paid, grants, with limited warranty covenants, to the **City of New Albany**, an Ohio municipal corporation (the "Grantee"), whose tax mailing address is 99 West main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

BEING A SPLIT FROM FRANKLIN COUNTY PARCEL NO.: 222-000908 AND BEING MORE PARTICULARLY DESCRIBED ON **EXHIBIT A** (THE "PROPERTY") AND DEPICTED ON **EXHIBIT B** BOTH ATTACHED HERETO AND MADE A PART HEREOF.

INSTRUMENT REFERENCES: 201902220020921; RECORDER'S OFFICE; FRANKLIN COUNTY, OHIO

The grant of the Property is subject to easements, conditions, covenants, restrictions and reservations of record, zoning ordinances and legal highways, and real estate taxes and assessments not yet due and payable.

THE REAL PROPERTY DESCRIBED IN EXHIBITS "A" and "B" IS INTENDED BY GRANTEE TO BE HELD FOR PUBLIC RIGHT OF WAY.

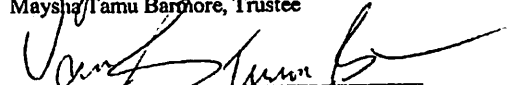
IN WITNESS WHEREOF, Grantor voluntarily caused this instrument's execution on this 11th day of July, 2023.

GRANTORS:

MAYSHA TAMU BARMORE AND VERRON TIRRON BARMORE, TRUSTEES OF DEALS TO THE DOOR 401K TRUST



Maysha Tamu Barmore, Trustee



Verron Tirron Barmore, Trustee

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on this 11th day of July, 2023 before me, the subscriber, a Notary Public in and for said County, personally came the above named **Maysha Tamu Barmore** and **Verron Tirron Barmore**, Grantors in the foregoing Limited Warranty Deed, and acknowledged the signing of the same to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Amandal L. Bonfield

Notary Public

My commission expires: June 6, 2025

This Instrument Prepared By:
Benjamin S. Albrecht
City of New Albany Law Director
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054



Exhibit A

**LEGAL DESCRIPTION
MAYSHA TAMU BARMORE AND VERRON TIRRON BARMORE,
TRUSTEES OF DEALS TO THE DOOR 401K TRUST
0.131 ACRE RIGHT-OF-WAY DEDICATION**

Situated in the State of Ohio, County of Franklin, in the City of New Albany, and being in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of a 1.979 acre tract as conveyed to Maysha Tamu Barmore and Verron Tirron Barmore, Trustees of Deals to the Door 401K Trust in Instrument Number 201902220020921, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

COMMENCING at a centerline monument designated as F.C.G.S 6625 being an aluminum disk in a concrete monument set over a found stone, at an angle point in the centerline of Harlem Road, 0.20 miles south of Johnstown Road, on a property line east and west, accessed through a Franklin County road monument box at the center of Harlem Road (width varies) of record in Road Record 7, Page 430;

Thence along the centerline of said Harlem Road, South 30°10'12" East, 170.47 feet to a mag nail set being the northwesterly corner of said 1.979 acre tract and being the southwestery corner of the remainder of a 3.366 acre tract as conveyed to Maysha Barmore and Verron Barmore in Instrument Number 201307290126406, said mag nail being **THE TRUE POINT OF BEGINNING**;

Thence along the northerly line of said 1.979 acre tract and southerly line of said remainder of a 3.366 acre tract, also being the southerly line of a roadway easement as described to the City of New Albany in Instrument Number 200508030155705, South 86°45'21" East, 35.98 feet to an iron pin set;

Thence across said 1.979 acre tract, South 30°10'12" East, 56.75 feet to an iron pin set at a point of curvature;

Thence continuing across said 1.979 acre tract, along a curve to the left having a radius of 695.00 feet, a deflection angle of 09°41'40", an arc length of 117.59 feet, and a chord bearing and distance of South 35°01'02" East, 117.45 feet to an iron pin set on the southerly line of said 1.979 acre tract and the northerly line of the right-of-way dedicated in the Oakfield Subdivision of record in Plat Book 53, Page 15;

Thence along the southerly line of said 1.979 acre tract, also being the northerly right-of-way line of said Harlem Road, and along the northerly line of a 7.23 acre tract as conveyed to Harlem Road, LLC as Tract Number 1 in Instrument Number 200501210013173, North 86°43'35" West, 41.16 feet to a mag nail set at the southwestery corner of 1.979 acre tract and the centerline of said Harlem Road and the southeasterly corner of a 0.557 acre tract as conveyed to the City of New Albany in Instrument Number 201107290094174;

Thence along the westerly line of said 1.979 acre tract, along the easterly line of said 0.557 acre tract, and along the centerline of said Harlem Road the following two (2) courses:

North 41°12'22" West, 59.99 feet to a mag nail set;

North 27°10'04" West, 112.19 feet to **THE TRUE POINT OF BEGINNING**, containing 0.131 acres (5723 S.F.), more or less.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The above described area contains a total of 0.131 acres, of which 0.131 acres lie within Auditor's Parcel Number 222-000908 and 0.080 acres being P.R.O.

All iron pins found are in good condition unless otherwise noted. All iron pins set are 5/8" rebar, 30" in length with a yellow cap with "EP FERRIS SURVEYOR 8342" inscribed on top.

Bearings referenced herein are based on a portion of the centerline of Harlem Road south of FCGS 6625 as being South 30°10'12" East as determined by GPS observations utilizing Ohio Department of Transportation's Virtual Reference Station, based on Ohio State Plane South Zone (NAD 83, 2011 adjustment).

This description is based on a field survey conducted by E.P. Ferris and Associates from April 25, 2019 to May 20, 2019.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on June 13, 2022.



Matthew Lee Sloat 6/16/22

Matthew Lee Sloat, PS 8342 Date

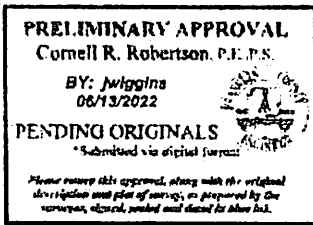
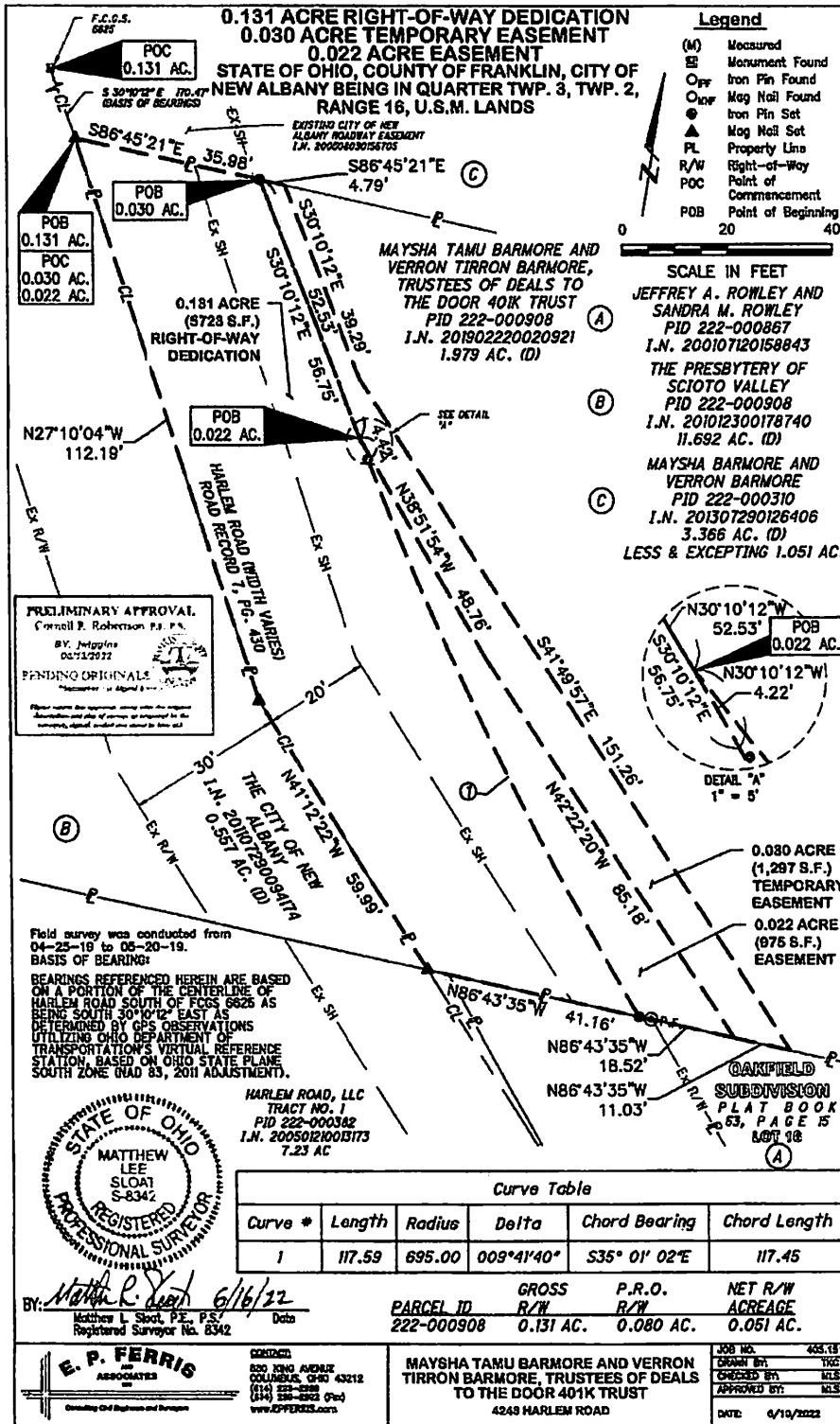


Exhibit B





ORDINANCE O-19-2024

AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEDICATION OF 0.150 ACRES AS NEEDED TO SUPPORT THE SOUTH HARLEM ROAD ROADWAY IMPROVEMENTS AS REQUESTED BY MONIQUE AND ROBERT BRITTON

WHEREAS, Monique and Robert Britton, the grantors and owners of certain real property within the City of New Albany, desire to dedicate a portion of said property for public right-of-way purposes; and

WHEREAS, the existing right-of-way along the subject property on South Harlem Road lacks sufficient area to facilitate the proposed city roadway improvements; and

WHEREAS, the city will be the recipient (grantee) of a total right-of-way dedication of 0.150 acres encompassing a tract of real property described and depicted in Exhibits A and B, and

WHEREAS, the public service director has reviewed the right-of-way dedication and has commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right-of-way.

NOW, THEREFORE, BE IT ORDAINED by council for the city of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.150 acres as described and depicted in Exhibits A and B.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/24/2024

Introduced: 06/04/2024

Revised:

Adopted:

Effective:

Exhibit A - O-19-2024

LIMITED WARRANTY DEED

(O.R.C. 5302.07 – 5302.08)

KNOW ALL MEN BY THESE PRESENTS that MONIQUE BRITTON AND ROBERT BRITTON (the "Grantors") for good and valuable consideration paid, grants, with limited warranty covenants, to the CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation (the "Grantee"), whose tax mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: That certain 0.150 acre tract situated in the City of New Albany, County of Franklin, and State of Ohio and being more particularly described in Exhibit A and depicted on Exhibit B, each of which are attached hereto and made a part hereof.

Parcel Number(s): 222-000716

Instrument Reference(s): 201706300089297; Recorder's Office, Franklin County, Ohio

The grant of the Property is subject to all easements, conditions, covenants, restrictions, reservations and other matters of record in the Office of the Recorder, Franklin County, Ohio.

THE PROPERTY DESCRIBED IN EXHIBITS "A" AND "B" IS INTENDED BY GRANTEE TO BE HELD FOR USE AS A PUBLIC RIGHT-OF-WAY.

IN WITNESS WHEREOF, Grantor voluntarily caused this instrument's execution on this 23 day of June, 2023.

GRANTORS

MONIQUE BRITTON

Monique Britton

ROBERT BRITTON

Robert Britton

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on this 23 day of June, 2023 before me, the subscriber, a Notary Public in and for said County, personally came the above named Monique Britton and Robert Britton, Grantors in the foregoing Limited Warranty Deed, and acknowledged the signing of the same to his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Bridget E. Beck
Notary Public

My commission expires: 4/5/2028



*This Instrument Prepared By:
Benjamin S. Albrecht
City of New Albany Law Director
7775 Wallon Parkway, Suite 200
New Albany, Ohio 43054*

Exhibit A

**LEGAL DESCRIPTION
0.150 ACRE
RIGHT OF WAY DEDICATION**

Situated in the State of Ohio, County of Franklin, City of New Albany, and being in Quarter Township 3, Township 2, Range 15, United States Military Lands, being part of a 3.0 acre tract as conveyed to Marique Britton and Robert Britton in Instrument Number 201706300069297, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

COMMENCING at FC08 0608, being an aluminum disk in a concrete monument, at the centerline intersection of Harlem Road (Virtue) (Road Record 7, Page 430) and Morse Road, being an angle point on Morse Road, on the Jefferson/Plain Township line;

Thence along the centerline of said Harlem Road, North 03°11'50" East, 1138.12 feet to a mag nail set, being the southwest corner of said 3.0 acre tract, and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the centerline of said Harlem Road, along the westerly line of said 3.0 acre tract, North 03°11'50" East, 217.50 feet to a mag nail set, being the northwest corner of said 3.0 acre tract;

Thence along the northerly line of said 3.0 acre tract, South 86°48'10" East, 30.00 feet to a 9" iron pipe found, being the southwest corner of Lot 6 of Oakfield Subdivision of record in Plat Book 63, Page 15, as conveyed to Sheila P. Luther in Instrument Number 200810170184638;

Thence across said 3.0 acre tract, South 03°11'50" West, 217.50 feet to a 9" iron pipe found, being on the southerly line of said 3.0 acre tract and being the northwest corner of Lot 6 of said Oakfield Subdivision, as conveyed to Steven J. Jeffers and Alan T. Jeffers in Instrument Number 201406250079658;

Thence along the southerly line of said 3.0 acre tract, North 86°48'10" West, 30.00 feet to an mag nail set, said mag nail being the **POINT OF TRUE BEGINNING**, containing 0.150 acres (8,334 S.F.), more or less.

Subject however to all legal easements, restrictions and rights of way of record and of records in the respective utility offices.

The above described area contains a total of 0.150 acres, of which 0.150 acres lie within Auditor's Parcel Number 222-000718 with 0.100 acres being P.R.O.

All iron pins found are in good condition unless otherwise noted.

All iron pins set are 6/8" rebar, 30" in length with a yellow plastic cap with "EP FERRIS SURVEYOR 8342" inscribed on top.

Bearings referenced herein are based on the centerline of Harlem Road as being South 03°11'50" West as determined by GPS observations utilizing Ohio Department of Transportation's Virtual Reference Station, based on Ohio State Plane South Zone (NAD 83, 2011 adjustment).

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on January 4, 2022 and is based on field surveys conducted by E.P. Ferris and Associates, Inc. on April 23, 2019 and May 20, 2019 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat 1/4/22
Matthew Lee Sloat, PS 8342 Date

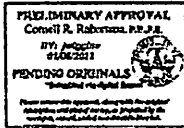
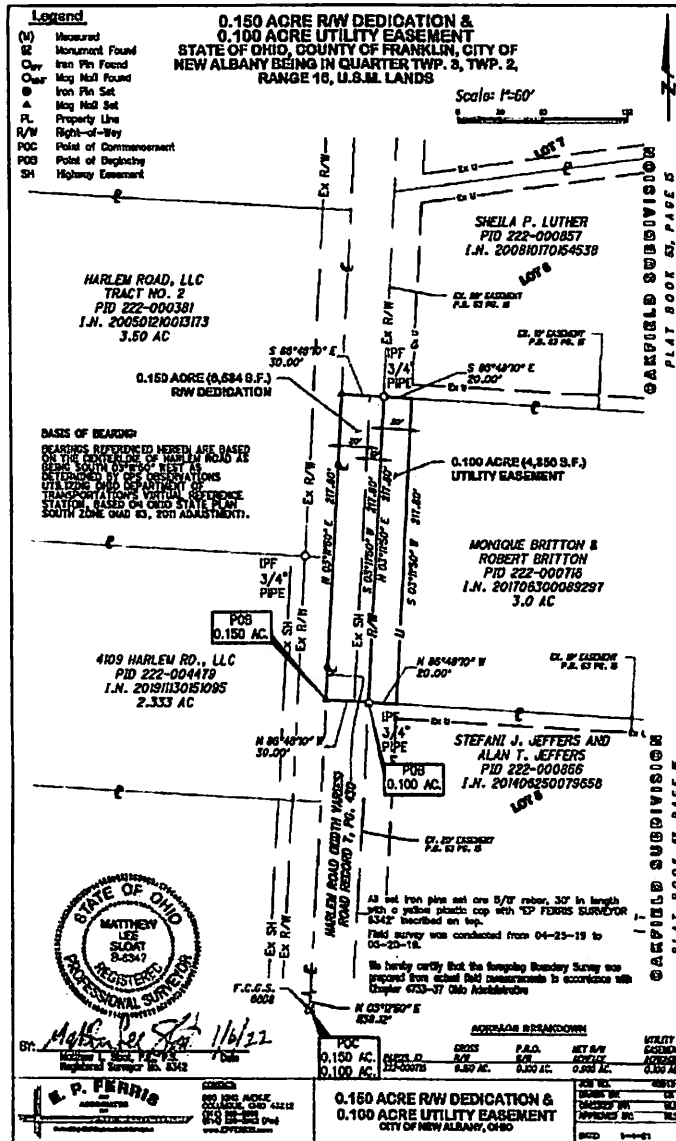


Exhibit B - O-19-2024

Exhibit B





ORDINANCE O-20-2024

AN ORDINANCE TO AMEND CHAPTER 1187 "SUBDIVISION REGULATIONS" OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES

WHEREAS, it has been found that the codified ordinances of the city of New Albany, chapter 1187, needs to be amended; and

WHEREAS, New Albany City Council has determined that it is necessary to amend the codified ordinances of the city of New Albany to promote orderly growth and development of lands; and

WHEREAS, this amendment provides city staff, property owners, city council, and city boards and commissions clarity of the subdivision process and reflects modern procedures; and

WHEREAS, the New Albany Planning Commission and New Albany City Council on separate occasions have held public hearings and received public input concerning the amendment of the codified ordinance; and

WHEREAS, the New Albany Planning Commission reviewed the proposed ordinance amendment and recommended its approval.

NOW, THEREFORE, BE IT ORDAINED by council for the city of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1: Portions of Codified Ordinance Chapter 1187 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 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/07/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

1187.01 DEFINITIONS.

The following words and phrases when used in this chapter shall have the meaning here described.

- (a) "Easement" means a grant by property owner(s) to another party or parties for a specific use of a described portion of property.
- (b) "Improvements" means street pavements, with or without curbs and/or gutters, sidewalks, water mains, sanitary and storm sewers, stormwater management facilities, erosion and sedimentation measures, grading and shaping, street lights, landscaping, screening and buffering and other related matters normally associated with the development of land into development sites.
- (c) "Lot" means a division of land and described on a recorded subdivision plat or recorded deed by metes and bounds description.
- (d) "Minor commercial subdivision" means a commercially zoned parcel, with an approved Final Development Plan or equivalent plan, with public road frontage, which does not involve the opening, widening or extension of a public street and does not involve more than five (5) lots after the original tract has been completely subdivided.
- (e) "Plat" means a map of a subdivision described by accurate distances and bearings.
- (f) "Right-of-way" means the width between property lines of a street, roadway, easement.
- (g) "Subdivision" means the division of any parcel of land into more than five (5) parcels, sites, or lots, any one of which is less than five (5) acres for the purpose, whether immediate or future, of residential, commercial or industrial uses. This definition does not include:
 - The sale, exchange or boundary adjustment of existing properties where such action does not create additional building sites; and
 - The division or partition of land into parcels, sites, or lots more than five (5) where such action does not involve new, the extension of public streets; and means the division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two (2) or more parcels, sites, or lots, any one of which is less than five (5) acres for the purpose, whether immediate or future, of the transfer of ownership provided, however, that the division or partition of land into parcels of more than five (5) acres not involving any new streets or easements of access, or the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempt. The improvement of one or more parcels of land for residential, commercial or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except for private streets serving industrial structures, the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities.
 - The division or allocation of land as open spaces for common use by owners; or the division or allocation of land for the extension and maintenance of public sewer, water, storm drainage or other public facilities.
 - Minor commercial and residential subdivisions.
- (h) "Subdivider" means an individual or entity which causes land to be subdivided for themselves or others.

(i) “Minor residential subdivision” means the division of any parcel of land into five (5) or fewer parcels, sites, or lots, any one of which is less than five (5) acres for the purpose, whether immediate or future, of residential use and does not involve the creation or extension of a public street.

(Ord. 77-91. Passed 10-15-91; Ord. 08-2007. Passed 2-20-07; Ord. 31-2007. Passed 8-21-07.)

1187.02 REQUIRED IMPROVEMENTS.

The subdivider or developer of land shall provide and pay the entire cost of improvements to such land as follows:

- (a) Street improvements shall consist of grading the right-of-way for full width; construction of curbs or curbed gutters and pavement; construction of draining structures and appurtenances. Two (2) roof drain openings shall be provided in curb for each lot, or shall be machine cored by the builder.
- (b) Sanitary sewers, including mains, manholes, services and all appurtenances.
- (c) Water distribution system, including mains, services, valves, fire hydrants and all appurtenances.
- (d) Concrete sidewalks on both sides of street, except where Leisure Trails are required in accordance with the Village's Strategic Plan or as recommended by the Parks and Trails Advisory Board. Sidewalks shall be linked to external trails or sidewalks. Where special circumstances exist for sidewalk construction a fee in-lieu may be considered according to the procedure in Section 1187.18.
- (e) Leisure Trails in accordance with the Village's Strategic Plan or as recommended by the Parks and Trails Advisory Board. Trails shall be linked to external trails or sidewalks. Where special circumstances exist for trail construction a fee in-lieu may be considered according to the procedure in Section 1187.18.
- (f) Storm sewers, including manholes, inlets or catch basins, and all appurtenances, stormwater management features and facilities.
- (g) Landscaping, screening and buffering features, if required by these regulations or the Zoning Code.
- (h) Street lighting above public right-of-way which meets minimum illumination specifications approved by the Municipal Engineer. Light standards shall be approved by the Municipality.
- (i) Erosion and sedimentation control measures and practices.

All phases of the improvement shall be approved by the Municipal Engineer and shall be constructed in accordance with Municipal specifications and standards as approved by the Municipal Engineer.

(Ord. 77-91. Passed 10-15-91; Ord. 31-2007. Passed 8-21-07.)

1187.03 ~~APPLICATION PLAN.~~ PRELIMINARY PLAT PROCESS

a) Preliminary Plat: A preliminary plat may be submitted to the Planning Commission for review, subject to the regulations of this chapter. Approval of a preliminary plat application shall not be required prior to the approval of a final plat application. shall be

b) Preliminary Plat Contents

The subdivider shall submit an application to the City Manager’s designee a minimum of 30 days prior to the meeting of the Planning Commission which the subdivider desires their application to be heard. If the City Manager’s designee finds that the application is not complete and does not meet requirements of this section, they shall notify the applicant in writing of the deficiencies. The applicant may make the necessary additions

and/or revisions. No hearing shall be held or action of approval taken by the Planning Commission until a complete application meeting all requirements of this section has been filed with and accepted by the City Manager's designee.

A subdivider or developer may submit a sketch, prepared by a registered engineer or surveyor, of the proposed subdivision to the Planning Commissioner for informed comments and suggestions. The preliminary plat shall contain the following:

- (1) Scale - Minimum of one inch equals one hundred (100) feet.
- (2) The proposed name of the subdivision.
- (3) Key map showing location within the Municipality.
- (4) Names and addresses of owners, developers and the surveyor who developed the plat.
- (5) Date of submission.
- (6) North point.
- (7) Signature block for applicant and applicant's engineer and surveyor.

The following existing conditions shall be shown:

- (8) Boundary lines and approximate acreage included.
- (9) Locations, widths and names of all existing or prior platted streets or alleys, railroad and utility rights-of-way, parks and public open spaces, community ownership association, permanent buildings and structures, all section and corporation lines within or adjacent to the tract.
- (10) Existing sewers, water mains, culverts and other underground facilities within the tract, indicating pipe size, elevations and grades (if readily available) and locations (if known or available).
- (11) Existing easements on subject acreage and easements within fifty (50) feet on adjacent subdivided plat. Proposed developer utility and proposed public utility easements are not expected to be shown.
- (12) Names of adjacent subdivisions and owners of adjoining parcels of unsubdivided land with deed book and page number or official record volume.
- (13) Boundary lines of adjacent tracts of unsubdivided and subdivided land, within one hundred (100) feet of boundary line.
- (14) Existing zoning or deed restrictions (if known) for subject and surrounding acreage.
- (15) Existing contours, with intervals of five (5) feet where the slope is greater than ten percent (10%) and two (2) feet where the slope is less than ten percent (10%).
- (16) Drainage channels, wooded areas, water courses and other significant physical features.
- (17) All elevations shall be based on sea level datum as determined by the U.S. Coast and Geodetic survey or the U.S. Geological Survey.
- (18) FEMA floodplain areas.

The following proposed conditions shall be shown:

- (19) Layout of streets and right-of-way widths.
- (20) Layout, numbers and dimensions of lots. Lots shall be numbered sequentially for each plat from one, or continue from the last number used on previous section in multiple phase developments.
- (21) Parcels of land intended to be dedicated or temporarily reserved for public use, and proposed method of maintenance and control of same.

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- (22) Building setback lines shown graphically with dimensions or standards indicated in current Zoning Ordinance.
 - (23) Names of new streets shall not duplicate names of any existing dedicated streets within the northeastern quadrant of Franklin County and/or its incorporated areas.
 - (24) New streets, which are extensions of or in alignment with existing streets, shall bear the names of the existing streets of which they are extensions, or with which they are in alignment.
 - (25) All new streets shall be named and shall be subject to the approval of the Planning Commission.

In addition to the aforementioned requirements, the developer shall submit a written statement which shall include:

- (26) The impact, if any, of the proposed development on area drainage and other lands at lower elevations in the vicinity.
- (27) Potential impact of this development on area traffic loads and fire protection capability.
- (28) Potential impact of this development on the local school district(s).
- (29) Verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain a Water Quality Certification Permit from the Ohio Environmental Protection Agency. In the case of an isolated wetland, either a general state or individual state isolated wetland permit must be obtained from the Ohio Environmental Protection Agency (Sections 6111.021 - 6111.024 of House Bill 231).
- (30) Verification that an application, if required, has been submitted to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain either a nationwide or individual permit from the U.S. Army Corps of Engineers.

c) Approval of Preliminary Plat

- 1) The Planning Commission review of a preliminary plat application shall be based on the requirements of this chapter.
- 2) After action by the Planning Commission on an application for preliminary plat approval, the City Manager's designee shall record the action taken. Copies of action taken shall be forwarded to the applicant.
~~The approval of a preliminary plat shall be effective for a period of twelve (12) months, or for such other time as approved by the Planning Commission.~~
- 3) No construction work on the proposed subdivision, including grading, shall be commenced until approval is received of a final plat. The subdivider shall not transfer any lot, parcel or tract therefrom before the final plat has been recorded.

~~4) —~~

~~(Ord. 77-91. Passed 10-15-91; Ord. 31-2007. Passed 8-21-07.)~~

~~1187.04 PRELIMINARY PLAT.~~

~~The subdivider shall submit an application with a total of thirteen (13) copies of the preliminary plat to the Village Administrator's designee a minimum of fifteen (15) working days prior to the meeting of the Planning Commission at which the subdivider desires his application to be heard.~~

The Village Administrator's designee shall, within five (5) working days, review the application and plat for completeness and compliance with the requirements in this section. If he finds the application is complete and meets the requirements, he shall, at least five (5) working days prior to the meeting at which the plat will be heard, forward copies to the Municipal Engineer, Planner and Administrator for review and comment, and to all members of the Planning Commission. He shall also place one copy on file in the zoning office.

If the Village Administrator's designee finds that the application is not complete and does not meet requirements of this section, he shall notify the applicant in writing of the deficiencies. The applicant may make the necessary additions and/or revisions. No hearing shall be held or action of approval taken by the Planning Commission until a complete application meeting all requirements of this section has been filed with and accepted by the Village Administrator's designee.

(a) The preliminary plat shall contain the following:

- (1) Scale — Minimum of one inch equals one hundred (100) feet.
- (2) The proposed name of the subdivision.
- (3) Key map showing location within the Municipality.
- (4) Names and addresses of owners, developers and the surveyor who developed the plat.
- (5) Date of submission.
- (6) North point.
- (7) Signature block for applicant and applicant's engineer and surveyor.

(b) The following existing conditions shall be shown:

- (1) Boundary lines and approximate acreage included.
- (2) Locations, widths and names of all existing or prior platted streets or alleys, railroad and utility rights-of-way, parks and public open spaces, community ownership association, permanent buildings and structures, all section and corporation lines within or adjacent to the tract.
- (3) Existing sewers, water mains, culverts and other underground facilities within the tract, indicating pipe size, elevations and grades (if readily available) and locations (if known or available).
- (4) Existing easements on subject acreage and easements within fifty (50) feet on adjacent subdivided plat. Proposed developer utility and proposed public utility easements are not expected to be shown.
- (5) Names of adjacent subdivisions and owners of adjoining parcels of unsubdivided land with deed book and page number or official record volume.
- (6) Boundary lines of adjacent tracts of unsubdivided and subdivided land, within one hundred (100) feet of boundary line.
- (7) Existing zoning or deed restrictions (if known) for subject and surrounding acreage.
- (8) Existing contours, with intervals of five (5) feet where the slope is greater than ten percent (10%) and two (2) feet where the slope is less than ten percent (10%).
- (9) Drainage channels, wooded areas, water courses and other significant physical features.
- (10) All elevations shall be based on sea level datum as determined by the U.S. Coast and Geodetic survey or the U.S. Geological Survey.
- (11) FEMA floodplain areas.

(c) The following proposed conditions shall be shown:

-
- (1) ~~Layout of streets and right-of-way widths.~~
 - (2) ~~Layout, numbers and dimensions of lots. Lots shall be numbered sequentially for each plat from one, or continue from the last number used on previous section in multiple phase developments.~~
 - (3) ~~Parcels of land intended to be dedicated or temporarily reserved for public use, and proposed method of maintenance and control of same.~~
 - (4) ~~Building setback lines shown graphically with dimensions or standards indicated in current Zoning Ordinance.~~
 - (5) ~~Names of new streets shall not duplicate names of any existing dedicated streets within the northeastern quadrant of Franklin County and/or its incorporated areas.~~
 - (6) ~~New streets, which are extensions of or in alignment with existing streets, shall bear the names of the existing streets of which they are extensions, or with which they are in alignment.~~
 - (7) ~~All new streets shall be named and shall be subject to the approval of the Planning Commission.~~
- (d) ~~In addition to the aforementioned requirements, the developer shall submit a written statement which shall include:~~
- (1) ~~The impact, if any, of the proposed development on area drainage and other lands at lower elevations in the vicinity.~~
 - (2) ~~Potential impact of this development on area traffic loads and fire protection capability.~~
 - (3) ~~Potential impact of this development on the local school district(s).~~
 - (4) ~~Verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain a Water Quality Certification Permit from the Ohio Environmental Protection Agency. In the case of an isolated wetland, either a general state or individual state isolated wetland permit must be obtained from the Ohio Environmental Protection Agency (Sections 6111.021 – 6111.024 of House Bill 231).~~
 - (5) ~~Verification that an application, if required, has been submitted to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain either a nationwide or individual permit from the U.S. Army Corps of Engineers.~~

~~(Ord. 28-2004. Passed 6-15-04; Ord. 31-2007. Passed 8-21-07.)~~

1187.045 APPROVAL OF PRELIMINARY PLAT.FINAL PLAT PROCESS

After action by the Planning Commission on an application for preliminary plat approval, the Clerk of the Commission shall record the action taken as follows:

- (a) ~~If the application was approved, three (3) copies of the approved preliminary plat shall be stamped "Approved by Planning Commission in an official meeting held (date) with the following additional provisions: (list or attach the specific provisions or contingencies, if none so note)" and shall be signed by the Chairman or Clerk attesting to action taken.~~
- (b) ~~If application is disapproved, three (3) copies of the disapproved preliminary plat shall be stamped "Disapproved by the Planning Commission in an official meeting held (date) for the following reasons: (list or attach the specific reasons for denial)" and shall sign same attesting to action taken.~~

~~Two (2) copies of the signed preliminary plat shall be forwarded to the applicant and one copy retained in the permanent files in the zoning office.~~

~~The approval of a preliminary plat shall be effective for a period of twelve (12) months, or for such other time as approved by the Planning Commission.~~

~~(a) (Ord. 77-91, Passed 10-15-91; Ord. 31-2007, Passed 8-21-07.)~~

~~a) Final Plat: A final plat shall be submitted to the Planning Commission for review of subdivisions as defined in C.O. 1187.01(g).~~

~~b) Final Plat Contents~~

~~The subdivider shall submit an application to the City Manager's designee a minimum of 30 days prior to the meeting of the Planning Commission which the subdivider desires their application to be heard. If the City Manager's designee finds that the application is not complete and does not meet requirements of this section, they shall notify the applicant in writing of the deficiencies. The applicant may make the necessary additions and/or revisions. No hearing shall be held or action of approval taken by the Planning Commission until a complete application meeting all requirements of this section has been filed with and accepted by the City Manager's designee.~~

~~1187.06 FINAL PLAT.~~

~~The owner shall submit an application with a total of thirteen (13) copies of the final plat to the Village Administrator's designee at least fifteen (15) working days prior to the meeting of the Planning Commission at which the subdivider desires his application to be heard.~~

~~The Village Administrator's designee shall review the application and plat for completeness and compliance with the requirements in this section. If he finds the application is complete and meets the requirements, he shall forward copies to the Municipal Engineer, Planner and Administrator for review and comment, and to all members of the Planning Commission at least five (5) working days prior to the meeting at which the plat will be heard. He shall also place one copy on file in the zoning office.~~

~~If the Village Administrator's designee finds that the application is not complete and does not meet requirements of this section, he shall notify the applicant, who shall be allowed to make the necessary revisions. No hearing shall be held or action of approval taken by the Planning Commission until a complete application meeting all requirements of this section has been filed with and accepted by the Village Administrator's designee.~~

~~Action will be taken by the Commission and Council within thirty (30) days after acceptance of the final plat by the Village Administrator's designee. See Section 1187.07 for approval of the final plat. If not recorded in twelve (12) months, such approval of Council and the Commission shall become null and void.~~

~~(a) — The final plat shall contain the following submitted shall contain the following:~~

- ~~(1) Boundary of plat, based on an accurate distances and bearings.~~
- ~~(2) Where the subdivision does not abut to an existing subdivision, the true angle and distance to the nearest street intersection, accurately described on the plat.~~
- ~~(3) Municipal, Township, County or Section lines accurately tied to the lines of the subdivision by distances and angles.~~
- ~~(4) Radii, arcs and chords, points of curvature and tangency. Central angles for all curvilinear streets and radius for all rounded corners.~~
- ~~(5) All lot numbers and lines with accurate dimensions in decimals of a foot and bearings in degrees, minutes and seconds.~~

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- (6) One inch iron pins, thirty (30) inches long, with plastic caps identifying the surveyor shall be placed at such locations that the subdivisions can be readily resurveyed. As a minimum, all extreme corners shall be monumented.
 - (7) Accurate location, width of right-of-way and name of all streets or other public ways.
 - (8) All proposed developer easements, such as water, sanitary and storm sewers shall be shown. All proposed public utility easements shall be shown if they are available.
 - (9) Minimum building setback lines along all streets and other public ways.
 - (10) Accurate outlines and delineation of all drainage easements, one hundred (100) year floodway routing, flood hazard areas and other watercourses contained within or contiguous to the plat boundaries.
 - (11) Accurate outlines of any areas to be dedicated or reserved for public use, with purposes indicated thereon, and of any areas to be reserved by deed covenant, for the common use of all property owners.
 - (12) Other information deemed necessary by the Municipal Engineer or the Planning Commission in order to fully describe any special conditions or circumstances affecting the proposed plat.
 - (13) If more than one sheet is required for the plat, an index map, at a smaller scale, showing all of the lots on one contiguous drawing shall be shown on the first sheet.

~~(b)~~—The final plat submittal shall also contain:

- ~~(14)~~ A certification by a registered surveyor that the plat represents a survey made by him and that the monuments shown exist as located, or will be set one foot below proposed grade prior to beginning of construction, and that all dimensional and geodetic details are correct. The plat shall be prepared in accordance with the minimum plat requirements as established by the Franklin County Engineer's Office.
- ~~(15)~~ A notarized certification by the owner/owners of the adoption of the plat and the dedication by them to public use of the streets and other public areas shown on the plat. No property should extend to center of rights-of-way.
- ~~(16)~~ Proper form for the approval of the Planning Commission, with space for signature of the Chairperson.
- ~~(17)~~ Space for approval by signature of the Mayor, Municipal Engineer, Council representative to Planning Commission and Finance Director. The signature of the Engineer shall be withheld until all easements are shown.
- ~~(18)~~ Proper form for approval and acceptance by the Council, showing resolution number.
- ~~(19)~~ Within ten (10) working days after the review comments have been transmitted to the developer, and the tracing (final plat drawing) has been revised to reflect the review comments, it shall be submitted to the Municipal Engineer for the permanent filing.

Any additions or changes to the plat shall be made in the Engineer's office unless otherwise authorized by the Engineer.
- ~~(20)~~ Space for transfer by the County Auditor and recording by the County Recorder. A statement as to the expiration date of the municipal approval shall be placed just ahead of the space provided for the County Auditor's signature.
- ~~(21)~~ Application fees specified by separate ordinance.
- ~~(22)~~ Copies of any and all proposed deed covenants, deeds of right-of-way and deeds of easement.

~~(e)~~ In addition to the aforementioned requirements, the developer shall submit a written statement which shall include:

- ~~(231)~~ Evidence that the Ohio Environmental Protection Agency has considered the applicant's application and granted such permit or determined that such permit is not applicable. If a permit was granted, four (4) copies shall be supplied by the owner to the Village Administrator's designee for distribution.
- ~~(242)~~ Evidence that the U.S. Army Corps of Engineers has considered the applicant's application and granted such permit or determined that such permit is not applicable. If a permit was granted, four (4) copies shall be supplied by the owner to the Village Administrator's designee for distribution. After the tracing (final plat drawing) has been revised to reflect the review comments, eight (8) copies showing all approvals, shall be supplied by the owner to the Finance Director for distribution.

c) Approval of Final Plat

- ~~1) After the tracing (final plat drawing) has been revised to reflect the review comments, four (4) copies showing all approvals, shall be supplied by the owner to the Village Administrator's designee for distribution.~~
- 1) The Planning Commission review of a final plat application shall be based on the requirements of this chapter and provide a recommended action to City Council, who shall take final action on such application.
- 2) After action by City Council on an application for final plat approval, the action shall be documented by the Clerk of Council. The final plat may be recorded with the County Recorder's office provided compliance is made with other provisions of this chapter, only after full approval by the City Engineer. The City Manager may only add or revise easements after City Council has approved a final plat.
- 3) The approval of a final plat shall be effective for a period of twelve (12) months, or for such other time as approved by City Council.
- 4) The subdivider shall not transfer any lot, parcel or tract therefrom before the final plat has been recorded. No construction work on the proposed subdivision, including grading, shall be commenced until approval is received of a final plat and an engineering permit has been approved, in accordance with C.O. 909.

~~The subdivider shall not transfer any lot, parcel or tract therefrom before the final plat has been recorded. No construction work on the proposed subdivision, including grading, shall be commenced until approval is received of the final plat and provided compliance is made with the other provisions of this chapter. Only easements may be added or revised on the final plat after approval, and only after approval by the Municipal Engineer.~~

~~All construction work and materials used in connection with public improvements in the area platted will conform to requirements of the Municipal Engineer and Municipal specifications and be inspected by the Engineer.~~

~~After all easements have been placed on the plat, and the plat has been approved and received Council acceptance, it shall be recorded by the Municipal Engineer.~~

~~The developer shall furnish two (2) checks, one for the County Auditor and one for the County Recorder. (Ord. 28-2004. Passed 6-15-04; Ord. 31-2007. Passed 8-21-07.)~~

1187.07 IMPROVEMENT GUARANTEES.

- (a) The subdivider or developer shall, prior to construction, deposit with the Finance Director a sum of money as prescribed by Chapter 909 to defray the cost of inspection and the engineering services provided and any expense incurred by the Municipality due to the installation of the improvements and review of the plat and

~~plans. The subdivider and developer shall hold the Municipality free and harmless from any and all claims for damages of every nature arising or growing out of the construction of such improvements, and shall defend, at his/her own cost and expense, each and every suit or action brought against said Municipality by reason thereof, until the improvement has been accepted by the Municipality.~~

~~(b) TCity council, or the City Engineer, shall accept infrastructure within the subdivision after its construction and the appropriate bonds have been provided, as prescribed by Chapter 909.~~

~~Before the approval of the final plat, the subdivider or developer shall sign a developer's agreement and provide a two-year letter of credit (LC) acceptable to the Municipality guaranteeing the completion of all improvements, including but not limited to streets, curbs, sidewalks, storm sewer mains and lines, sanitary sewer mains and lines, water main and lines, prior to the recording of the plat of the subject subdivision, or at such time as may be agreed to by Council. The LC shall be in an amount equal to the estimated cost of constructing the street, street-related and storm water control improvements and as approved by the Municipal Engineer. A maintenance bond in the amount of ten percent (10%) of the preliminary estimated or final construction costs shall be provided for a maintenance period of two (2) years, beginning with the date of acceptance of the subdivision and all its appurtenances by Council. A certified check in the amount of two and one half percent (2.5%) of the initial inspection fee shall also be provided to the Village at the date of acceptance of the subdivision. This check will be applied toward the two-year maintenance inspection by the Village. An additional and separate maintenance bond in the amount of ten percent (10%) of said construction cost shall also be provided to address settlement related to the installation of storm sewer or sanitary sewer mains and lines in the front yard. This maintenance bond shall be provided for a maintenance period of five (5) years, beginning with the date of acceptance of the subdivision and all its appurtenances by Council. The Finance Director shall retain custody of the maintenance bond during that time period.~~

~~(b) The Engineer shall inspect the improvements prior to the expiration of the bond period. Upon his notification that there are no deficiencies, or that all deficiencies have been corrected to his satisfaction, the bond shall be released and the developer's guarantee shall be considered satisfied so long as all fees owed to the Municipality by the owner or developer are paid.~~

~~(c) The subdivider or developer shall, prior to construction, deposit with the Finance Director a sum of money as prescribed by Chapter 909 to defray the cost of inspection and the engineering services provided and any expense incurred by the Municipality due to the installation of the improvements and review of the plat and plans. The subdivider and developer shall hold the Municipality free and harmless from any and all claims for damages of every nature arising or growing out of the construction of such improvements, and shall defend, at his/her own cost and expense, each and every suit or action brought against said Municipality by reason thereof, until the improvement has been accepted by the Municipality.~~

~~(d) The subdivider or developer shall furnish to the Municipality at the time of commencing construction, proof of possession of liability insurance of not less than one million dollars (\$1,000,000.00) and property damage insurance of not less than three hundred thousand dollars (\$300,000.00).~~

~~(e) If any violation of, or non-compliance with, any of the provisions and stipulations of this chapter occurs, the Engineer or the Village Administrator's designee shall notify the Law Director of any violation. Before a stop work order is issued, the Law Director shall notify the developer of the violation. The developer has five (5) working days to correct any violations.~~

(Ord. 28-2004. Passed 6-15-04; Ord. 31-2007. Passed 8-21-07; Ord. 36-2008. Passed 10-21-08.)

1187.22 MINOR COMMERCIAL SUBDIVISIONS.

(a) Notwithstanding anything to the contrary, approval without a plat of a minor commercial subdivision may be granted by the Community Development Director or designee if the proposed minor subdivision of a parcel of land meets all of the following conditions:

-
- (1) A final development plan according to Chapter 1159 or an equivalent plan has been approved by ~~the Planning Commission~~ a city board or commission;
 - (2) The proposed subdivision is located along an existing public road, has frontage along a public street and involves no opening, widening or extension of any street;
 - (3) No more than five (5) lots are created after the original parcel has been completely subdivided;
 - (4) The proposed subdivision is not contrary to other subdivision, zoning, and other applicable regulations; and
 - (5) The property has been surveyed and a survey drawing, legal description of the property and other information as may be pertinent or required for appropriate action are submitted with the application.
- (b) If approval is given under these provisions, the Community Development Director or designee shall, within ten (10) working days after submission, approve such proposed minor subdivision and, upon presentation of a conveyance for said parcel, shall stamp "Approved by New Albany; No Plat Required", and the authorized representative of the Commission shall sign the conveyance.

~~(c) — For the purpose of this section, "original parcel" means the parcel existing as of the effective date of this section of the Subdivision Regulations (February 20, 2007).~~

(Ord. 08-2007. Passed 2-20-07; Ord. 31-2007. Passed 8-21-07.)

1187.23 MINOR RESIDENTIAL SUBDIVISIONS.

- ~~(a) Notwithstanding anything to the contrary, approval without a plat of a minor residential subdivision may be granted by the Community Development Director or designee if the proposed minor subdivision of a parcel of land meets all of the following conditions:~~
- ~~(1) The proposed subdivision is located along an existing public road, has frontage along a public street and does not involve the creation or opening, widening or extension of a public street;~~
 - ~~(2) No more than five (5) lots are created after the original parcel has been completely subdivided;~~
 - ~~(3) The proposed subdivision is not contrary to other subdivision, zoning, and other applicable regulations; and~~
 - ~~(4) The property has been surveyed and a survey drawing, legal description of the property and other information as may be pertinent or required for appropriate action are submitted with the application.~~
- ~~(b) If approval is given under these provisions, the Community Development Director or designee shall, within ten (10) working days after submission, approve such proposed minor subdivision and, upon presentation of a conveyance for said parcel, shall stamp "Approved by New Albany; No Plat Required", and the authorized representative of the Commission shall sign the conveyance.~~

~~(c) — For the purpose of this section, "original parcel" means the parcel existing as of the effective date of this section of the Subdivision Regulations (February 20, 2007).~~



ORDINANCE O-21-2024

AN ORDINANCE TO AMEND THE NEW ALBANY VILLAGE CENTER URBAN CENTER FORM-BASED CODE OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES

WHEREAS, the Urban Center Form-Based Code is adopted and incorporated by reference in chapter 1158 and it has been found that the Urban Center Form-Based Code needs to be amended; and

WHEREAS, New Albany City Council has determined that it is necessary to amend the Urban Center Form-Based Code of the city of New Albany to promote orderly growth and development of lands; and

WHEREAS, the amendment clarifies the relationship between the zoning district regulations of the Urban Center Form-Based Code and the development standards of the Codified Ordinances of the city of New Albany chapter 1165; and

WHEREAS, the New Albany Planning Commission and New Albany City Council on separate occasions have held public hearings and received public input concerning the amendment of the codified ordinance; and

WHEREAS, the New Albany Planning Commission reviewed the proposed ordinance amendment and recommended its approval.

NOW, THEREFORE, BE IT ORDAINED by council for the city of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1: Portions of the New Albany Village Center Urban Center Form-Based Code 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 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

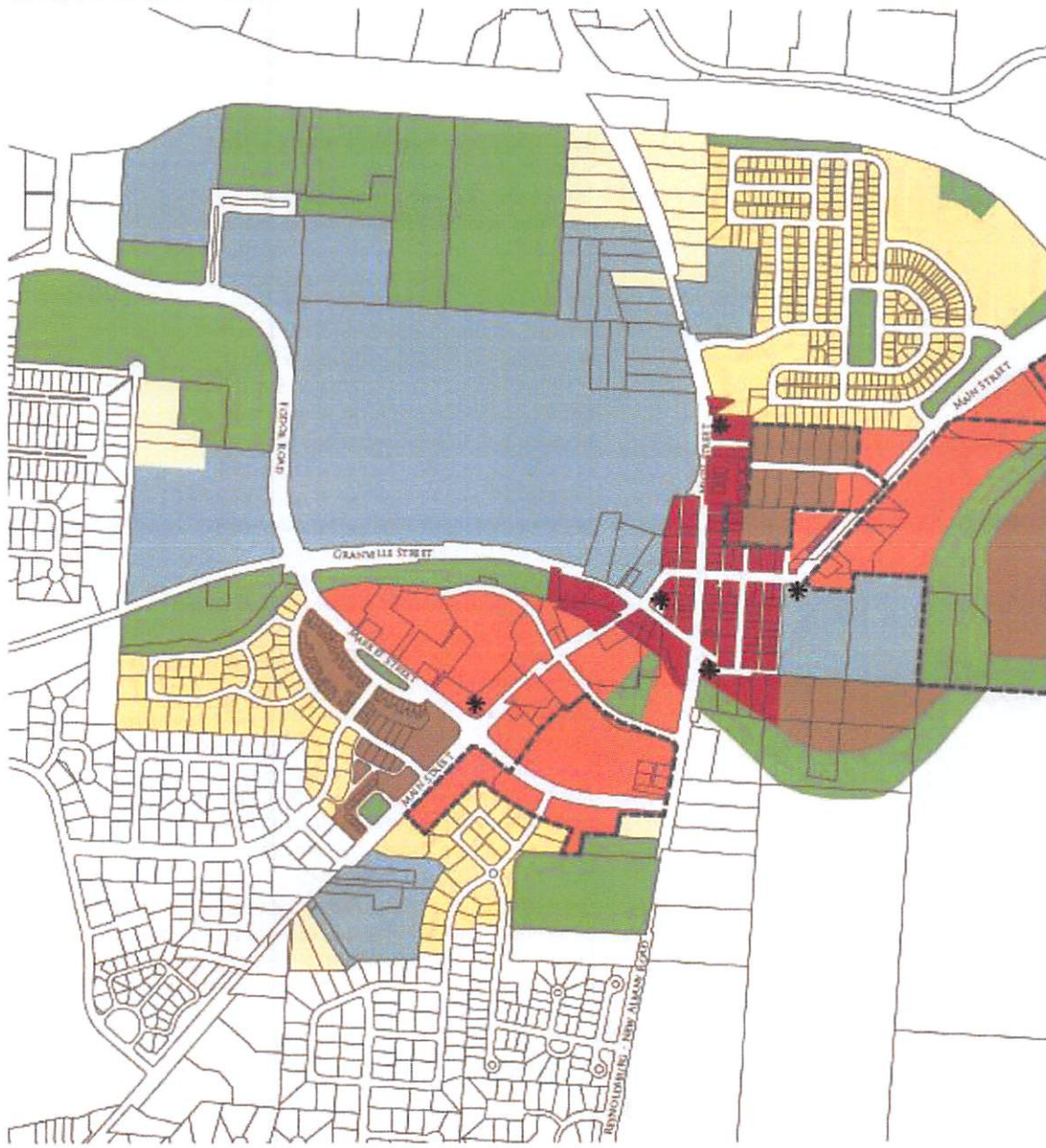
Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/07/2024
Introduced:	06/18/2024
Revised:	
Adopted:	
Effective:	

REGULATING PLAN





Street Standards Plan
 Refer to the *Street Standards Plan* for required and recommended street, alley, and building envelope standards.

1.1 Regulating Plan

- 1.1.1 The Regulating Plan divides the Urban Center District into sub-districts. These sub-districts identify areas of common building form based upon existing conditions and recommended future conditions from the Village Center Strategic Plan.
- 1.1.2 The sub-districts allocate the location of building forms, building frontages, and other development considerations to create the desired urban design standards for each.
- 1.1.3 The conceptual area boundary indicates a required arrangement of sub-districts and conceptual street layout for areas where the existing condition does not match the desired future building form or street layout. Modifications to sub-district boundaries can be made through the amendment process (Chapter 1111). Acceptable circumstances for modifications to the Regulating Plan would include the following:
 - a. modifications to the street standards plan
 - b. protection of natural features not previously identified
 - c. revisions to the Village Center Strategic Plan
- 1.1.4 Multiple locations within the Urban Center District have been identified as important visual termini. The locations should be seen as opportunities to highlight architectural interest through building orientation, unique massing, or frontage treatments. Refer to Section 3.3 for additional guidelines for required architectural focal points.
- 1.1.5 Some form of open space or parkland shall be provided within 1,200 linear feet of all new residential buildings. These spaces shall be programmed to meet the needs of residents in the surrounding area and the city as a whole.

- Historic Center*
- Village Core*
- Core Residential*
- Village Residential*
- Rural Residential*
- Campus*
- Parks and Preservation*
- Conceptual Area Boundary*
- * *Required Architectural Focal Point*

the desired placement in a sub-district.

- 2.2.3 New building typologies shall be project specific and cannot be used for other development applications.

2.3 Wide Buildings

- 2.3.1 Buildings with lot widths that are longer than 300 feet should be sensitive to adjacent building patterns.
- 2.3.2 If a wide building is across from an existing set of buildings with significantly narrow lot widths, the wide building must mitigate the facade length by creating the appearance of smaller lot widths.
- 2.3.3 Wide buildings may implement vertical architectural elements to the building facade, changes in material, color, breaks in plane to the facade, or a varied roof line.

2.4 Reference Regulations

- 2.4.1 Unless otherwise specified in this document, the development standards of Part Eleven of the Codified Ordinances of New Albany shall apply.
- 2.4.2 Decks are permitted and shall be regulated by Codified Ordinance Chapter 1165.
- 2.4.3 Open-sided structures are permitted and shall be regulated by Codified Ordinance Chapter 1165.
- 2.4.4 Swimming pools shall be regulated by Codified Ordinance Chapter 1173.
- 2.4.5 Fencing and hedges shall be regulated by Codified Ordinance Chapter 1175.
- 2.4.6 Satellite antennas shall be regulated by Codified Ordinance Chapter 1177.
- 2.4.7 Wireless Telecommunication Facilities shall be regulated by Codified Ordinance Chapter 1179.
- 2.4.8 Properties located within the Regulating Plan boundary are not required to meet the Parkland and Open Space Dedication Requirements in Codified Ordinance Chapter 1165.



ORDINANCE O-22-2024

AN ORDINANCE TO ADOPT A TAX BUDGET FOR THE CITY OF NEW ALBANY, OHIO FOR FISCAL YEAR ENDING DECEMBER 31, 2025

WHEREAS, the City of New Albany is required under Ohio Revised Code (ORC) 5705.30 to prepare and submit a tax budget for fiscal year 2025 to the County Budget Commission on or before July 15, 2024; and

WHEREAS, a tentative budget for the City of New Albany for the fiscal year 2025 has been presented to council at a hearing held thereon as required by law.

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

Section 1. The tax budget for the City of New Albany, Ohio for the fiscal year 2025 is hereby adopted, a copy of which is attached as Schedule A and is incorporated into this ordinance as if fully rewritten herein.

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

Section 3. Pursuant to Article VI, Section 6.07(B) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/05/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

PROPOSED

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

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

To the Franklin County Auditor:

The following Budget year beginning January 1, 2025 has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Bethany Staats, CPA, Director of Finance
 July 2, 2024

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES.

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND CATEGORY/TYPE <small>(which are requesting general property tax revenue)</small>	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENTAL FUNDS					
General Fund	\$ 1,895,756				
SPECIAL REVENUE FUNDS					
No Special Revenue Funds	\$0				
PROPRIETARY FUNDS					
No Proprietary Funds	\$0				
FIDUCIARY FUNDS					
No Fiduciary Funds	\$0				
TOTAL ALL FUNDS	\$1,895,756				

SCHEDULE A

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

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2022 ACTUAL (2)	2023 ACTUAL (3)	CURRENT YEAR ESTIMATED 2024 (4)	NEXT YEAR ESTIMATED 2025 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 1,442,904	\$ 1,542,113	\$ 1,895,756	\$ 1,895,756
Tangible Personal Property Tax	-	-	-	-
Municipal Income Tax	27,156,356	32,774,242	33,688,572	33,857,015
Other Local Taxes	431,346	450,912	422,098	426,319
Total Local Taxes	\$ 29,030,606	\$ 34,767,267	\$ 36,006,427	\$ 36,179,090
Intergovernmental Revenues				
<i>State Shared Taxes and Permits</i>				
Local Government	\$ 117,364	\$ 136,064	\$ 121,398	\$ 118,970
Kilowatt Hour Tax	-	-	-	-
Estate Tax	-	-	-	-
Cigarette Tax	149	163	37	38
Liquor and Beer Permits	17,859	16,116	4,143	4,185
Property Tax Allocation	140,989	140,929	190,404	190,404
Other State Shared Taxes and Permits	-	-	-	-
Total State Shared Taxes and Permits	\$ 276,361	\$ 293,271	\$ 315,982	\$ 313,596
<i>Grants or Other Aid:</i>				
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	14,715	500	-	-
Other Grants or Aid	50,502	58,979	95,888	96,847
Total Grants or Other Aid	65,218	59,479	95,888	96,847
Total Intergovernmental Revenues	\$ 341,579	\$ 352,750	\$ 411,870	\$ 410,443
Service Charges, Permits & Misc Revenues				
Investment Earnings	\$ 557,041	\$ 2,222,194	\$ 3,709,657	\$ 3,746,754
Charges for Services	341,374	389,310	315,047	318,197
Fines, Licenses, and Permits	1,211,801	1,198,397	1,375,865	1,389,624
Miscellaneous	979,771	1,276,957	2,269,048	1,815,238
Total Svc Charges, Permits & Misc Revenues	\$ 3,089,987	\$ 5,086,857	\$ 7,669,618	\$ 7,269,814
Other Financing Sources:				
Proceeds from Sale of Assets	\$ 14,792	\$ 47,491	\$ 15,100	\$ 15,251
Transfers	-	-	-	-
Advances	629,937	4,304,429	205,750	200,000
Other Sources	-	-	-	-
Total Other Financing Sources	\$ 644,729	\$ 4,351,920	\$ 220,850	\$ 215,251
TOTAL REVENUE	\$ 33,106,900	\$ 44,558,795	\$ 44,308,764	\$ 44,074,598

FUND NAME: GENERAL FUND (101)

This Exhibit is to be used for General Fund Only.

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2022 ACTUAL (2)	2023 ACTUAL (3)	CURRENT YEAR ESTIMATED 2024 (4)	NEXT YEAR ESTIMATED 2025 (5)
EXPENDITURES				
<u>Police (1000)</u>				
Salary & Related	\$ 6,041,401	\$ 6,779,066	\$ 8,530,280	\$ 8,871,491
Operating & Contractual Services	333,224	313,890	362,050	376,532
Capital Outlay	-	-	-	-
Total Police	\$ 6,374,625	\$ 7,092,956	\$ 8,892,330	\$ 9,248,023
<u>Land & Building Maintenance (6000)</u>				
Salary & Related	\$ 72,814	\$ 28,688	\$ 876,624	\$ 911,689
Operating & Contractual Services	1,694,086	1,810,223	2,509,750	2,610,140
Capital Outlay	-	-	-	-
Total Parks & Lands	\$ 1,766,899	\$ 1,838,911	\$ 3,386,374	\$ 3,521,829
<u>Community Development (4000)</u>				
Salary & Related	\$ 2,056,095	\$ 2,596,880	\$ 3,372,313	\$ 3,507,206
Operating & Contractual Services	1,707,503	2,013,315	2,314,200	2,406,768
Capital Outlay	-	-	-	-
Total Community Development	\$ 3,763,598	\$ 4,610,195	\$ 5,686,513	\$ 5,913,974
<u>Public Service (5000)</u>				
Salary & Related	\$ 3,588,654	\$ 4,036,586	\$ 4,344,981	\$ 4,518,780
Operating & Contractual Services	1,121,742	1,675,495	2,490,850	2,590,484
Capital Outlay	-	-	-	-
Total Public Service	\$ 4,710,396	\$ 5,712,081	\$ 6,835,831	\$ 7,109,264
<u>General Government (7000)</u>				
Salary & Related	\$ 2,777,709	\$ 3,402,304	\$ 4,750,757	\$ 4,940,787
Operating & Contractual Services	3,567,802	4,013,830	5,514,681	5,735,268
Capital Outlay	-	-	-	-
Total General Government	\$ 6,345,511	\$ 7,416,134	\$ 10,265,438	\$ 10,676,056
<u>Debt Service from General Fund (8000)</u>				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Other Debt Service	-	-	-	-
Total Debt Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds (9000)</u>				
Transfers (to all funds; including Capital)	\$ 5,646,807	\$ 10,639,963	\$ 9,406,783	\$ 8,500,000
Advances	-	-	-	-
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	\$ 5,646,807	\$ 10,639,963	\$ 9,406,783	\$ 8,500,000
TOTAL EXPENDITURES	\$ 28,607,836	\$ 37,310,239	\$ 44,473,269	\$ 44,969,145
Revenues Over (Under) Expenditures	\$ 4,499,064	\$ 7,248,555	\$ (164,505)	\$ (894,548)
Beginning Fund Balance	\$ 26,257,043	\$ 30,756,107	\$ 38,004,662	\$ 37,840,157
Ending Cash Fund Balance	\$ 30,756,107	\$ 38,004,662	\$ 37,840,157	\$ 36,945,610
Est/Actual Encumbrances (at end of year)	\$ 2,188,594	\$ 2,714,787	\$ 2,769,083	\$ 2,824,464
Est/Actual Unencumbered (at end of year)	\$ 28,567,513	\$ 35,289,875	\$ 35,071,075	\$ 34,121,145

FUND NAME:
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

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

DESCRIPTION (1)	2022 ACTUAL (2)	2023 ACTUAL (3)	CURRENT YEAR ESTIMATED 2024 (4)	NEXT YEAR ESTIMATED 2025 (5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - TIF/PILO1	\$ -	\$ -	\$ -	\$ -
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ -	\$ -	\$ -	\$ -
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Miscellaneous</u>				
Investment Earnings	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ -	\$ -	\$ -	\$ -
Operating & Contractual Services	-	-	-	-
Total General Government	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ -	\$ -	\$ -	\$ -

CITY OF NEW ALBANY, OHIO
 FISCAL YEAR 2025 TAX BUDGET
 PROJECTED FUND BALANCES

EXHIBIT III

FUND CATEGORY/TYPE	ESTIMATED UNENCUMBERED BAL 1/1/25	ESTIMATED 2025 REVENUE	TOTAL AVAIL FOR EXPENDITURE	EST 2025 EXPENSES /ENC	ESTIMATED UNENC BAL 12/31/2025
GOVERNMENTAL:					
GENERAL					
101 - General	37,840,157	44,074,598	81,914,755	47,793,610	34,121,145
906 - Unclaimed Funds	2,940	-	2,940	-	2,940
TOTAL GENERAL FUNDS	\$ 37,843,097	\$ 44,074,598	\$ 81,917,694	\$ 47,793,610	\$ 34,124,085
SPECIAL REVENUE:					
201 - Street Construction, Maint & Repair	482,896	782,800	1,265,696	659,650	606,046
202 - State Highway	278,474	67,980	346,454	40,000	306,454
203 - Permissive Tax	205,104	121,540	326,644	145,000	181,644
210 - Alcohol Education	18,629	1,030	19,659	1,030	18,629
211 - Drug Use Prevention	68,416	20,600	89,016	20,600	68,416
212 - Mandatory Drug Fines	500	515	1,015	-	1,015
213 - Law Enforcement & Ed	6,155	1,030	7,185	1,000	6,185
214 - OneOhio Opiod Settlement	10,342	3,193	13,535	2,000	11,535
216 - K9 Fund	10,182	20,705	30,887	20,705	10,182
217 - Safety Town	160,611	51,500	212,111	26,466	185,645
218 - DUI Grant	12,701	10,300	23,001	10,300	12,701
219 - Law Enforcement Assistance	9,820	2,060	11,880	1,200	10,680
221 - Economic Development NAECA	-	2,149,378	2,149,378	2,149,378	-
222 - Economic Development NACA	1,983,193	3,500,000	5,483,193	3,500,000	1,983,193
223 - Oak Grove EOZ	-	5,205,397	5,205,397	5,205,397	-
224 - Central College EOZ	-	2,205,013	2,205,013	2,205,013	-
225 - Oak Grove II EOZ	-	4,620,840	4,620,840	4,620,840	-
226 - Blacklick EOZ	-	4,843,264	4,843,264	4,843,264	-
228 - Subdivision Development	1,610,114	1,236,000	2,846,114	1,800,000	1,046,114
229 - Builders Escrow	1,111,322	721,000	1,832,322	1,000,000	832,322
230 - Wentworth Crossing TIF	856,608	398,100	1,254,708	322,740	931,968
231 - Hawksmoor TIF	344,670	211,325	555,995	224,801	331,194
232 - Enclave TIF	30,686	67,702	98,388	59,870	38,518
233 - Saunton TIF	184,267	174,879	359,146	194,160	164,986
234 - Richmond Square TIF	207,073	222,519	429,592	181,081	248,511
235 - Tidewater I TIF	321,999	417,351	739,350	476,130	263,220
236 - Ealy Crossing TIF	228,483	417,729	646,212	427,160	219,052
237 - Upper Clarenton TIF	1,347,941	641,438	1,989,379	561,960	1,427,419
238 - Balfour Green TIF	90,591	30,985	121,576	32,800	88,776
239 - Straits Farm TIF	-	377,119	377,119	377,119	-
240 - Oxford TIF	-	121,128	121,128	121,128	-
241 - Schleppe Residential TIF	-	219,545	219,545	219,545	-
250 - Blacklick TIF	3,779,972	3,275,864	7,055,836	2,012,812	5,043,024
251 - Blacklick II TIF	237,423	51,912	289,335	53,000	236,335
252 - Village Center TIF	157,529	1,270,406	1,427,935	1,236,450	191,485
253 - Research Tech District TIF	2,149,996	215,401	2,365,397	5,150	2,360,247
254 - Oak Grove II TIF	5,753,409	1,725,723	7,479,132	30,000	7,449,132
255 - Schleppe Commercial TIF	-	-	-	-	-
258 - Windsor TIF	666,204	3,917,301	4,583,505	1,600,230	2,983,275
259 - Village Center II TIF	4	451,051	451,055	451,051	4
271 - Local Coronavirus Relief	-	-	-	-	-
272 - Local Fiscal Recovery	-	-	-	-	-
280 - Hotel Excise Tax	-	175,100	175,100	175,100	-
281 - Healthy New Albany Facilities	393	1,063,990	1,064,383	969,900	94,483
282 - Hinson Amphitheater	97,060	91,800	188,860	62,500	126,360
290 - Alcohol Indigent	12,016	1,030	13,046	-	13,046
291 - Mayors Court Computer	18,476	4,120	22,596	1,000	21,596
292 - Court Special Projects	23,488	8,240	31,728	1,000	30,728
293 - Clerk's Court Computer	14,342	5,150	19,492	1,000	18,492
299 - Severance Liability Fund	1,191,782	200,000	1,391,782	200,000	1,191,782
TOTAL SPECIAL REVENUE FUNDS	\$ 23,682,871	\$ 41,321,053	\$ 65,003,924	\$ 36,249,530	\$ 28,754,394
DEBT SERVICE FUNDS:					
301 - Debt Service	929,378	5,809,500	6,738,878	5,809,498	929,380
TOTAL DEBT SERVICE	\$ 929,378	\$ 5,809,500	\$ 6,738,878	\$ 5,809,498	\$ 929,380
CAPITAL PROJECT FUNDS:					
401 - Capital Improvements	1	10,583,377	10,583,378	10,583,378	-
402 - Village Center Improvements	39,210	576,064	615,274	615,274	-
403 - Bond Improvements	16,252	-	16,252	16,252	-
404 - Park Improvements	490,782	2,340,597	2,831,379	2,831,379	-
405 - Water & Sanitary Improvements	5,511,915	1,308,100	6,820,015	6,820,015	-
410 - Infrastructure Replacement	11,479,186	633,900	12,113,086	12,113,086	-
411 - Leisure Trail Improvements	802,244	20,600	822,844	822,844	-
415 - Capital Equip Replacement	6,018,459	1,848,577	7,867,036	7,867,036	-
422 - Oak Grove II Infrastructure	1,504,802	3,361,741	4,866,543	4,866,543	-
422 - Economic Development Capital Improvement	16,195,644	4,795,000	20,990,644	20,990,644	-
TOTAL CAPITAL PROJECT FUNDS	\$ 42,058,495	\$ 25,467,956	\$ 67,526,451	\$ 67,526,451	\$ -
TOTAL (MEMORANDUM ONLY)	\$ 104,513,841	\$ 116,673,107	\$ 221,186,947	\$ 157,379,089	\$ 63,807,859

CITY OF NEW ALBANY, OHIO
 FISCAL YEAR 2025 TAX BUDGET
 SCHEDULE OF OUTSTANDING DEBT

EXHIBIT V

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 mill Limit *	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding beginning of year 01/01/25	BUDGET YEAR		FY 2025
								Amount Required for Principal and Interest 1/1/25 to 12/31/25	Amt Receivable from Outside Sources to Meet Debt Payments	Amount Required for Principal and Interest 1/1/25 to 12/31/25
Payable from Debt Service:										
<u>INSIDE 10 MILL LIMIT:</u>										
2022 Refunding - 2012 Various Purpose Refunding Ltd Tax GO Bonds	NA	5/25/2022	12/1/2029	O-14-2022	Serial	2.68%	\$3,170,000	\$576,690	\$0	\$576,690
Capital Facilities Bonds, Series 2018	NA	7/11/2018	12/1/2037	O-08-2018	Serial	1.52% - 3.24%	\$12,475,000	\$1,308,250	\$0	\$1,308,250
Cap Impr Bonds - Public Facs, Taxable Refunding, Series 2016	NA	11/23/2016	12/1/2027	O-35-2016	Serial	2.39% - 2.50%	\$2,015,000	\$708,159	\$0	\$708,159
Capital Facilities Ltd. Tax GO Bonds, Series 2014	NA	12/1/2014	12/1/2030	O-13-2014	Serial	0.85% - 4.00%	\$2,575,000	\$562,100	\$0	\$562,100
TOTAL							\$20,235,000	\$3,155,199	\$0	\$3,155,199
<u>OUTSIDE 10 MILL LIMIT:</u>										
None	-	-	-	-	-	-	\$0	\$0	\$0	\$0
TOTAL							\$0	\$0	\$0	\$0

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

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Franklin County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of New Albany for the BUDGET YEAR beginning January 1st, 2025.

FUND	Estimated Unenc Bal as of 1/1/2025	Real Estate Property Tax	Personal Property Tax	Local Government Funds	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUNDS	\$ 104,513,841	\$ 1,895,756	\$ -	\$ 118,970	\$ 190,404	\$ 114,467,977	\$ 221,186,947
General Fund	37,840,157	1,895,756	-	118,970	190,404	41,869,468	81,914,755
Unclaimed Funds	2,940	-	-	-	-	-	2,940
Special Revenue Funds	23,682,871	-	-	-	-	41,321,053	65,003,924
Debt Service Funds	929,378	-	-	-	-	5,809,500	6,738,878
Capital Project Funds	42,058,495	-	-	-	-	25,467,956	67,526,451
PROPRIETARY FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Funds	-	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust and Agency Funds	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 104,513,841	\$ 1,895,756	\$ -	\$ 118,970	\$ 190,404	\$ 114,467,977	\$ 221,186,947

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

DATE _____, 2024

Budget
Commission



RESOLUTION R-26-2024

A RESOLUTION DECLARING INTENT TO APPROPRIATE PROPERTY AND EASEMENTS FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, IMPROVING, OR CONSTRUCTING GREEN CHAPEL ROAD NW PHASE 2 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 Phase 2") 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 Phase 2 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 Resolutions 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/07/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Smart, Bruce Smart, Sharon	G3-SH Perpetual Easement for right of way without limitation of existing access 0.134 Acres	037-111954-00.005

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	5/23/24

EXHIBIT A

**PARCEL G3-SH
0.134 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 2.000 acre tract conveyed to Bruce Smart and Sharon Smart by deed of record in Instrument Number 199905210021526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), a northwesterly corner of that 91.173 acre tract conveyed as Parcel 2 to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, the southwesterly corner of the remainder of that tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, in the southeasterly line of that 8.977 acre tract conveyed to Nancy A. Rich and Barbara J. Sohayda by deed of record in Instrument Number 200402100004657, and in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 87° 03' 41" East, with the centerline of said Green Chapel Road NW, said common Township line, the northerly line of said 91.173 acre tract, the southerly line of said Venard tract, a distance of 127.35 feet to a magnetic nail set at the northwesterly corner of said 2.000 acre tract, a northeasterly corner of said 91.173 acre tract, the TRUE POINT OF BEGINNING;

Thence South 87° 03' 41" East, with said northerly line, said centerline, said common Township line, said southerly line, a distance of 49.67 feet to a 5/8 inch iron rebar found at an angle point in the centerline of said Green Chapel Road NW, the southerly common corner of said Venard tract and that 2 acre tract conveyed to Mary Alice Grove by deeds of record in Instrument Numbers 200703190006870 and 202210240025731;

Thence South 86° 43' 12" East, with said northerly line, said centerline, said common Township line, the southerly line of said 2 acre tract, a distance of 241.87 feet to a magnetic nail set at the northeasterly corner of said 2.000 acre tract, the northwesterly corner of that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynette Smart by deed of record in Instrument Number 202108120024279 (reference a magnetic nail found North 00° 21' 20" East, at a distance of 0.72 feet);

Thence South 00° 21' 20" West, with the line common to said 2.000 and 2.500 acre tracts, a distance of 20.03 feet to an iron pin set;

Thence across said 2.000 acre tract, the following courses and distances:

North 86° 43' 12" West, a distance of 242.83 feet to an iron pin set; and

North 87° 03' 41" West, a distance of 48.71 feet to an iron pin set in the line common to said 2.000 and 91.173 acre tracts;

EXHIBIT A

**PARCEL G3-SH
0.134 ACRE**

-2-

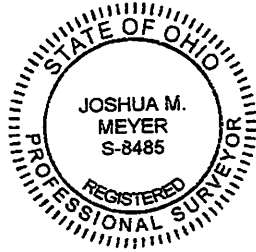
Thence North 00° 21' 20" East, with the line common to said 2.000 and 91.173 acre tracts, a distance of 20.02 feet to the TRUE POINT OF BEGINNING, containing 0.134 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.005 and 0.059 acre of which is within the present roadway occupied.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86° 43' 12" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

May 22, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G03-SH_0_134 ac 20220307-VS-ESMT-ROAD.docx

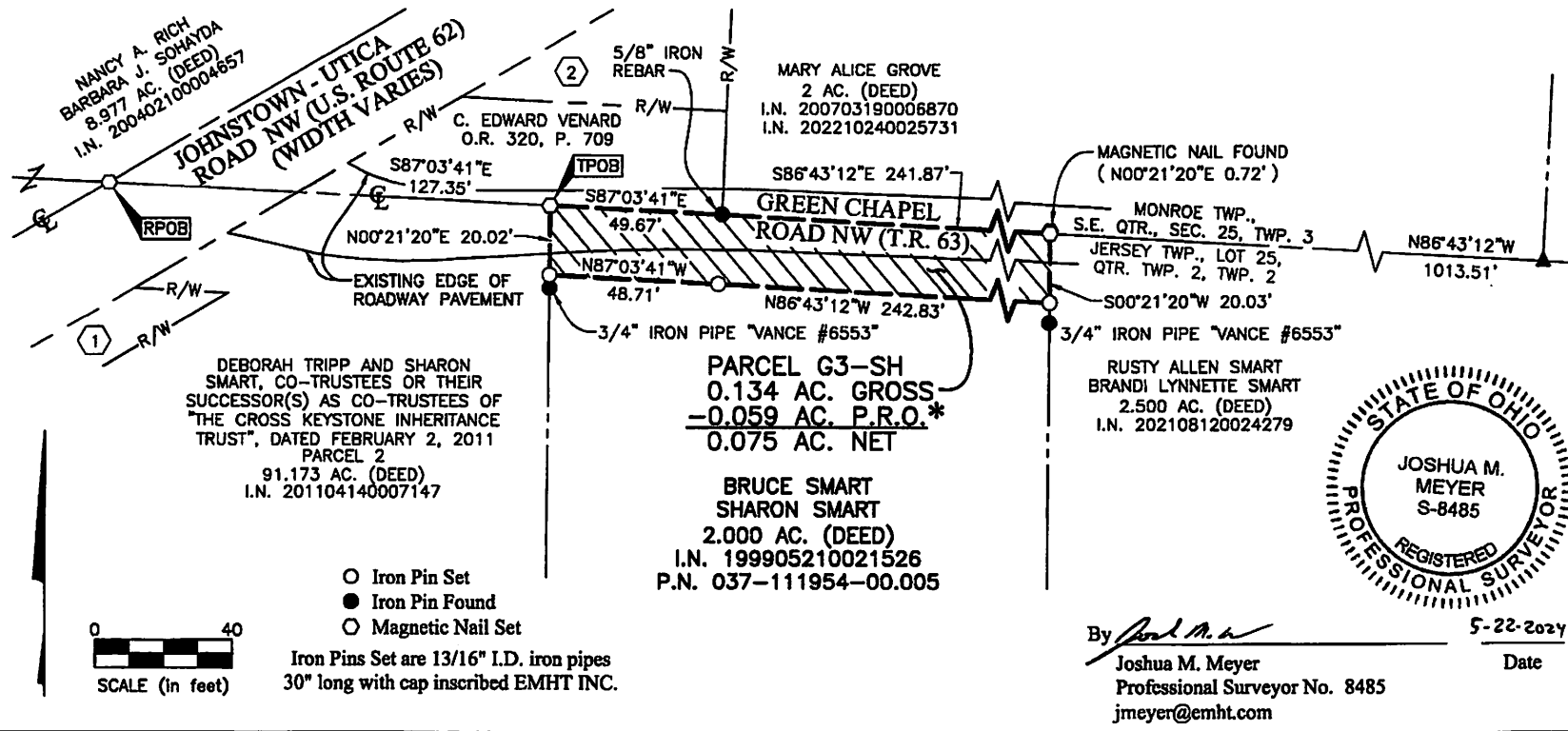


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5600 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 800.775.3448
 emht.com

HIGHWAY EASEMENT

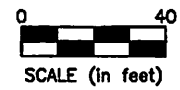
LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 2



By *Joshua M. Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

5-22-2024
 Date



- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

Iron Pins Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.

Resolution R-26-2024 - EXHIBIT A



Evans, Machwart, Hambleton & Thors, Inc.
 Engineers • Surveyors • Planners • Scientists
 6600 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

HIGHWAY EASEMENT

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: May 22, 2024

Scale: N/A

Job No: 2022-0307

Sheet No: 2 of 2

***ROAD RIGHT OF WAY NOTE:**

The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°43'12" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.

①

HIGHWAY EASEMENT
 STATE OF OHIO,
 FOR THE USE AND BENEFIT
 OF THE DEPARTMENT OF
 TRANSPORTATION
 PARCEL 6-SH2
 I.N. 202112300039710

②

HIGHWAY EASEMENT
 STATE OF OHIO,
 FOR THE USE AND BENEFIT
 OF THE DEPARTMENT OF
 TRANSPORTATION
 PARCEL 9-SH
 I.N. 202112300039708

Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Smart, Rusty Allen Smart, Brandi Lynette	G4-WD Fee simple right of way without limitation of existing access rights 157.86 sq. ft (0.004 Acres) G4-SH Perpetual Easement for right of way without limitation of existing access 0.165 Acres	037-111954-00.006

EXHIBIT A

**PARCEL G4-WD
157.86 SQUARE FEET**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynnette Smart by deed of record in Instrument Number 202108120024279 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a cotton gin spike found at the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence with said centerline, said common Township line, the following courses and distances:

North 86° 40' 15" West, a distance of 611.71 feet to a railroad spike found; and

North 86° 43' 12" West, a distance of 648.95 feet to a magnetic nail set at the northeasterly corner of said 2.500 acre tract, the northwesterly corner of that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, in the southerly line of that 0.783 acre tract conveyed as "Parcel Two" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131, the TRUE POINT OF BEGINNING;

Thence South 00° 21' 20" West, across said Green Chapel Road NW and with the line common to said 2.500 and 91.173 acre tracts, a distance of 10.48 feet to an iron pin set on the arc of a curve;

Thence across said 2.500 acre tract and across said Green Chapel Road NW, with the arc of a curve to the right, having a central angle of 02° 57' 00", a radius of 615.00 feet, an arc length of 31.66 feet, a chord bearing of North 67° 24' 59" West and chord distance of 31.66 feet to a magnetic nail set in the centerline of said Green Chapel Road NW, the northerly line of said 2.500 acre tract, said common Township line, the southerly line of that 1.443 acre tract conveyed as "Parcel One" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131;

Thence South 86° 43' 12" East, with the northerly line of said 2.500 acre tract, said centerline, said common Township line, and the southerly lines of said 1.443 and 0.783 acre tracts, a distance of 29.35 feet to the TRUE POINT OF BEGINNING, containing 157.86 square feet, more or less, all of which is within Auditor's Parcel Number 037-111954-00.006 and 155.95 square feet of which is within the present roadway occupied.

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

EXHIBIT A

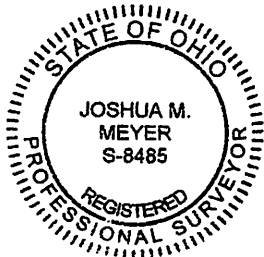
**PARCEL G4-WD
157.86 SQUARE FEET**

-2-

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°43'12" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer

March 12, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G04-WD_157_86 SF 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: <i>03/25/2024</i>	

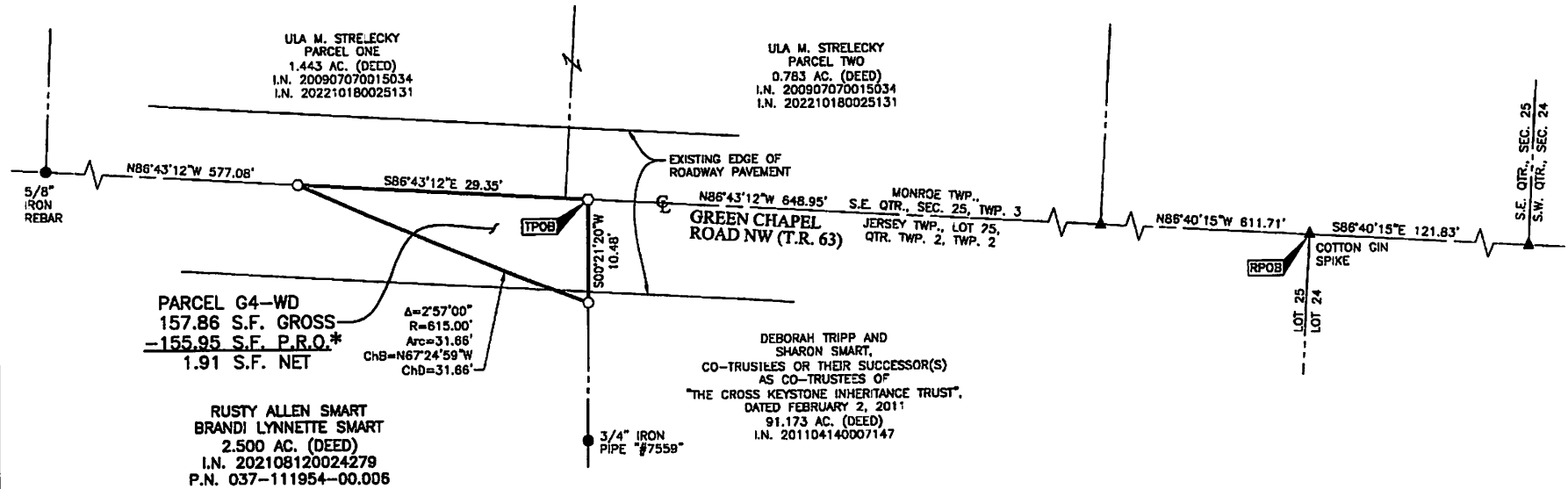


Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5200 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

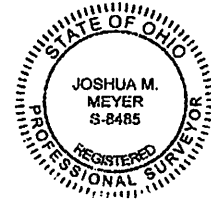
Date:	March 12, 2024
Scale:	1" = 10'
Job No:	2022-0307
Sheet No:	1 of 1



*** ROAD RIGHT OF WAY NOTE:**
 The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°43'12" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.



By *Joshua M. Meyer* 3-12-2024
 Joshua M. Meyer
 Professional Surveyor No. 8485
 Date
 jmeyer@emht.com

Resolution R-26-2024 - EXHIBIT A



- Iron Pin Set
 - Iron Pin Found
 - Stone Found
 - P.K. Nail Found
 - Monument Found
 - Magnetic Nail Set
 - Magnetic Nail Found
 - ▲ Railroad Spike Found
- Iron Pins Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	5/23/24

EXHIBIT A

**PARCEL G4-SH
0.165 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynnette Smart by deed of record in Instrument Number 202108120024279 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), a northwesterly corner of that 91.173 acre tract conveyed as Parcel 2 to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, the southwesterly corner of the remainder of that tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, in the southeasterly line of that 8.977 acre tract conveyed to Nancy A. Rich and Barbara J. Sohayda by deed of record in Instrument Number 200402100004657, and in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 87° 03' 41" East, with the centerline of said Green Chapel Road NW, said common Township line, the northerly line of said 91.173 acre tract, the southerly line of said Venard tract, the northerly line of that 2.000 acre tract conveyed to Bruce Smart and Sharon Smart by deed of record in Instrument Number 199905210021526, a distance of 177.02 feet to a 5/8 inch iron rebar found at an angle point in the centerline of said Green Chapel Road NW, the southerly common corner of said Venard tract and that 2 acre tract conveyed to Mary Alice Grove by deeds of record in Instrument Numbers 200703190006870 and 202210240025731;

Thence South 86° 43' 12" East, with the northerly line of said 2.000 acre tract, said centerline, said common Township line, the southerly line of said 2 acre tract, a distance of 241.87 feet to a magnetic nail set at the northwesterly corner of said 2.500 acre tract, the northeasterly corner of said 2.000 acre tract (reference a magnetic nail found North 00° 21' 20" East, at a distance of 0.72 feet), the TRUE POINT OF BEGINNING;

Thence South 86° 43' 12" East with the northerly line of said 2.500 acre tract, said centerline, said common Township line, the southerly line of said 2 acre tract and that 1.443 acre tract conveyed as "Parcel One" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131 (passing a 5/8 inch iron rebar found at a distance of 228.18 feet), a total distance of 335.22 feet to a magnetic nail set on the arc of a curve;

Thence across said 2.500 acre tract, with the arc of a curve to the left, having a central angle of 02° 57' 00", a radius of 615.00 feet, an arc length of 31.66 feet, a chord bearing of South 67° 24' 59" East and chord distance of 31.66 feet to an iron pin set in the easterly line of said 2.500 acre tract, a westerly line of said 91.173 acre tract;

Thence South 00° 21' 20" West, with the line common to said 2.500 and 91.173 acre tracts (passing a 3/4 inch iron pipe capped "#7559" found at a distance of 13.98 feet), a total distance of 16.01 feet to an iron pin set;

EXHIBIT A

**PARCEL G4-SH
0.165 ACRE**

-2-

Thence across said 2.500 acre tract, the following courses and distances:

North 69° 24' 27" West, a distance of 21.70 feet to an iron pin set; and

North 86° 43' 12" West, a distance of 344.17 feet to an iron pin set in the line common to said 2.500 and 2.000 acre tracts;

Thence North 00° 21' 20" East, with said common line, a distance of 20.03 feet to the TRUE POINT OF BEGINNING, containing 0.165 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.006 and 0.072 acre of which is within the present roadway occupied.

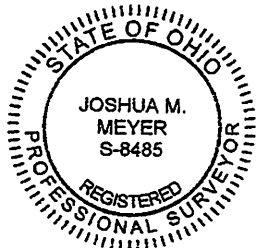
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86° 43' 12" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Joshua M. Meyer
Professional Surveyor No. 8485

May 22, 2024

Date

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G04-SH_0_165 ac 20220307-VS-ESMT-ROAD.docx

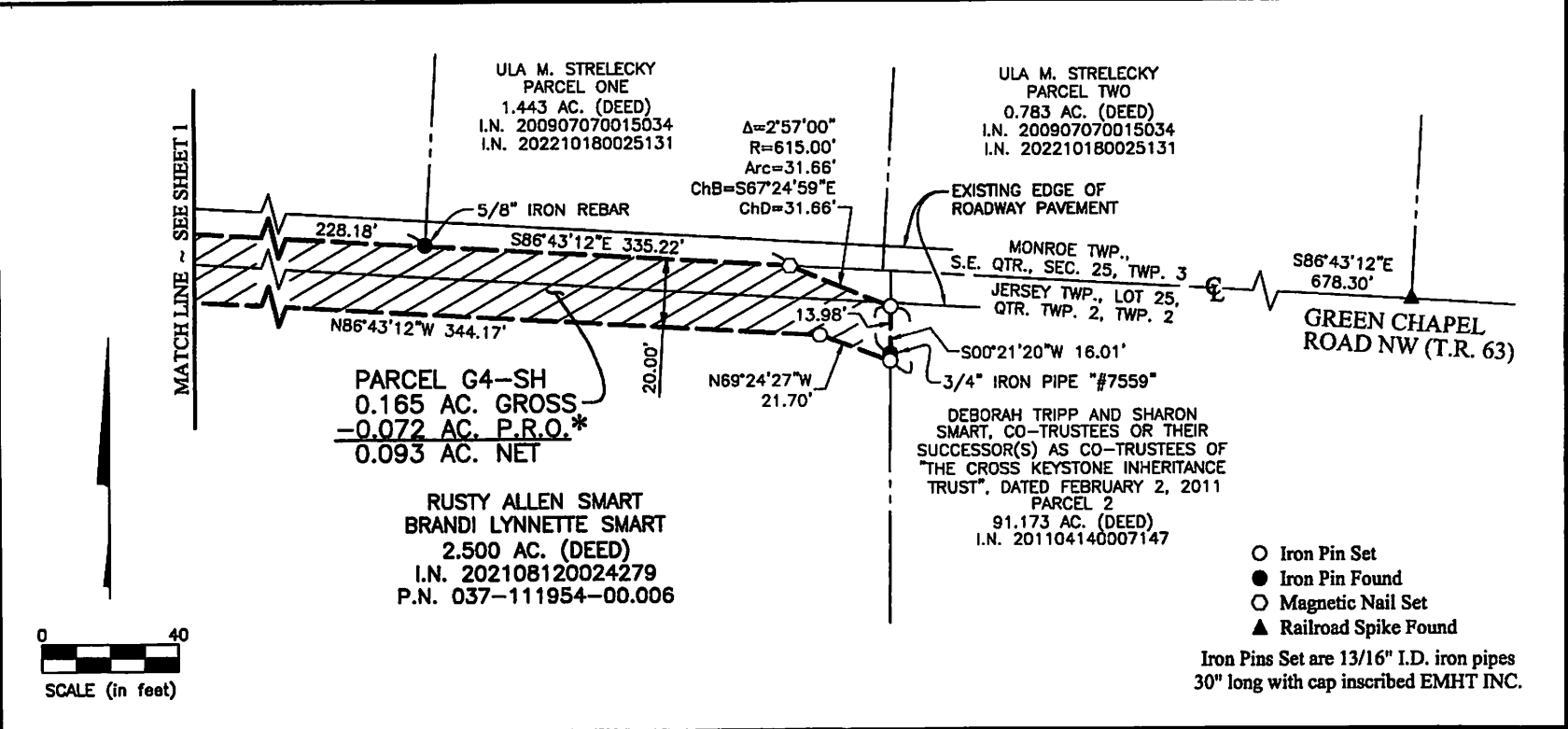


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 emht.com

HIGHWAY EASEMENT

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	2 of 3



Resolution R-26-2024 - EXHIBIT A

J:\2022\0307\DWG\046\EMHTS\EASEMENTS\004-SH_2022\0307-VS-CSMT-ROAD.DWG plotted by FERROUSON, DAVID on 5/22/2024 9:28:17 AM last saved by DFERROUSON on 5/22/2024 9:28:13 AM



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 Engineers • Surveyors • Planners • Scientists
 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.773.4500 Toll Free: 800.773.3648
 emht.com

HIGHWAY EASEMENT

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	3 of 3

*** ROAD RIGHT OF WAY NOTE:**

The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°43'12" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.



HIGHWAY EASEMENT
 STATE OF OHIO,
 FOR THE USE AND BENEFIT
 OF THE DEPARTMENT OF
 TRANSPORTATION
 PARCEL 6-SH2
 I.N. 202112300039710



HIGHWAY EASEMENT
 STATE OF OHIO,
 FOR THE USE AND BENEFIT
 OF THE DEPARTMENT OF
 TRANSPORTATION
 PARCEL 9-SH
 I.N. 202112300039708

Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owner	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Dingess, Michael E.	G6-WD Fee simple right of way without limitation of existing access rights 0.241 Acres G6-SH Perpetual Easement for right of way without limitation of existing access 0.094 Acres G6-T Temporary Easement of a public road including grading, seeding, drainage, relocation or maintenance without limitation of access 0.046 Acres	052-176700-00.000 052-173520-00.001 052-173520-00.002

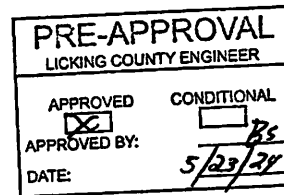


EXHIBIT A

**PARCEL G6-WD
0.241 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686 and part of that 2.076 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009808 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the southerly common corner of said Section 25 and Section 24 of said Township 3, in the centerline of Green Chapel Road NW (Township Road 63), the northerly line of Township 2 of said Range 15;

Thence with said centerline, the line common to said Townships 3 and 2, the following courses and distances:

North 86° 40' 15" West, a distance of 733.54 feet to a railroad spike found; and

North 86° 43' 12" West, a distance of 175.10 feet to a magnetic nail set at the southeasterly corner of said 2.076 acre tract, the southwesterly corner of that 1.004 acre tract conveyed as Parcel 1 to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485, in the northerly line of that 91.173 acre tract conveyed as Parcel 2 to Deborah Tripp and Sharon Smart, Co-Trustees or their successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, the TRUE POINT OF BEGINNING;

Thence North 86° 43' 12" West, with the southerly lines of said 2.076 and 1.641 acre tracts, said centerline, said common Township line, said northerly line, a distance of 343.10 feet to a magnetic nail set at the southwesterly corner of said 1.641 acre tract, the southeasterly corner of that 0.783 acre tract conveyed as Parcel Two to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131;

Thence North 11° 14' 27" West, across said Green Chapel Road NW, with the line common to said 1.641 and 0.783 acre tracts (passing an iron T-post found at as distance of 20.67 feet (0.35 feet easterly)), a total distance of 35.25 feet to an iron pin set on the arc of a curve;

Thence across said 1.641 and 2.076 acre tracts, the following courses and distances:

With the arc of a curve to the left, having a central angle of 07° 03' 10", a radius of 545.00 feet, an arc length of 67.09 feet, a chord bearing of South 83° 11' 36" East and chord distance of 67.05 feet to an iron pin set at a point of tangency; and

South 86° 43' 12" East, a distance of 284.99 feet to an iron pin set in the line common to said 2.076 and 1.004 acre tracts;

EXHIBIT A

**PARCEL G6-WD
0.241 ACRE**

-2-

Thence South 03° 14' 08" West, with said common line and across said Green Chapel Road NW (passing a 3/4 inch iron pipe found at a distance of 4.96 feet), a total distance of 30.00 feet to the TRUE POINT OF BEGINNING, containing 0.241 acre, more or less, of which 0.058 acre is within the present roadway occupied. Of said 0.241 acre, 0.092 acre is within Auditor's Parcel Number 052-176700-00.000 and 0.149 acre is within Auditor's Parcel Number 052-173520-00.002.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86°43'12" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

May 15, 2024

Date

JMM:djf
G06-WD_0_241 ac 20220307-VS-BNDY.docx

EXHIBIT A

**PARCEL G6-SH
0.094 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686 and that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63);

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 724.37 feet to the northwesterly corner of said 1.641 acre tract, the northerly corner of that 0.783 acre tract conveyed as "Parcel Two" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131, the northeasterly corner of that 1.443 acre tract conveyed as "Parcel One" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131, in the southerly line of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917;

Thence South 11° 14' 27" East, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 1.641 and 0.783 acre tracts (passing a 5/8 inch iron rebar found at a distance of 31.34 feet), a total distance of 31.67 feet to the TRUE POINT OF BEGINNING, in the southerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62);

Thence North 60° 04' 31" East, across said 1.641 and 2.274 acre tracts, and with said southerly right-of-way line (passing a 3/4 inch iron pipe capped "GEOGRAPHICS" found at a distance of 133.18 feet), a total distance of 406.29 feet to a point in the easterly line of said 2.274 acre tract, the westerly line of that 2.885 acre tract conveyed to Phillip A. Raedeke by deed of record in Instrument Number 201911040024234 (reference a 3/4 inch iron pipe capped "GEOGRAPHICS" found North 30° 00' 12" West, at a distance of 0.68 feet);

Thence South 30° 00' 12" East, with the line common to said 2.274 and 2.885 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 60° 04' 31" West, across said 2.274 and 1.641 acre tracts, a distance of 409.68 feet to an iron pin set in the westerly line of said 1.641 acre tract, the easterly line of said 0.783 acre tract;

Thence North 11° 14' 27" West, with the line common to said 1.641 and 0.783 acre tracts, a distance of 10.56 feet to the TRUE POINT OF BEGINNING, containing 0.094 acre, more or

EXHIBIT A

**PARCEL G6-SH
0.094 ACRE**

-2-

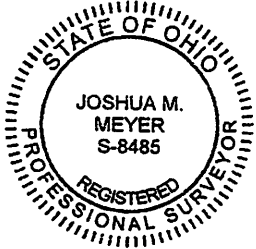
less, 0.031 acre of which is within Auditor's Parcel Number 052-176700-00.000, 0.063 acre of which is within Auditor's Parcel Number 052-173520-00.001 and none of which is within the present roadway occupied.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

May 22, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G06-SH_0_094 ac 20220307-VS-ESMT-ROAD.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 5-23-24	

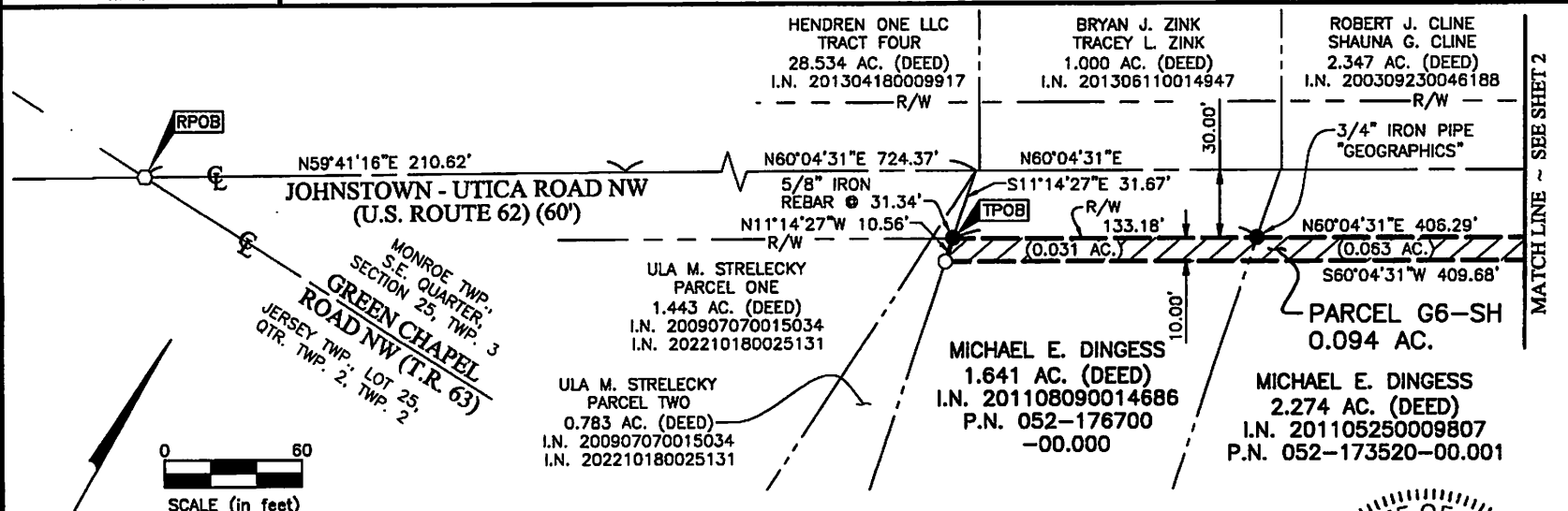


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 6600 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.776.3648
 emht.com

HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

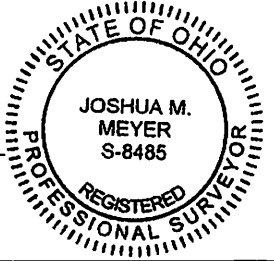
Date: May 22, 2024
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 2



SURVEY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021 and April, 2022.

By *Joshua M. Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

5-22-2024
 Date



Resolution R-26-2024 - EXHIBIT A

J:\2022\0307\DWG\048\HEETS\EASEMENTS\G06-SH_20220307-VS-ESMT-ROAD.DWG plotted by FERUSON, DAVID on 5/22/2024 9:44:25 AM last saved by DFERUSON on 5/22/2024 9:44:14 AM

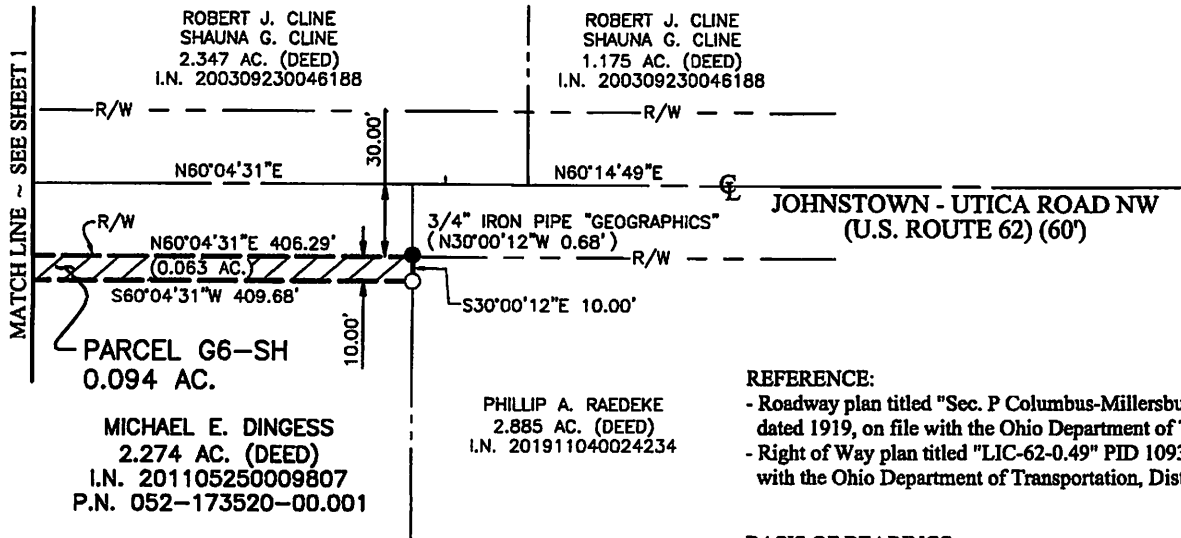


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HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	2 of 2



REFERENCE:

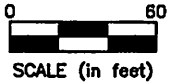
- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

Iron Pins Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



Resolution R-26-2024 - EXHIBIT A

EXHIBIT A

**PARCEL G6-T
0.046 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 2.076 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009808 (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 centerline of Green Chapel Road NW (Township Road 63), at the southeasterly corner of said 2.076 acre tract, the southwesterly corner of that 1.004 acre tract conveyed as Parcel 1 to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485, in the line common to said Township 3 and Township 2 of said Range 15;

Thence North 03° 14' 08" East, with the line common to said 2.076 and 1.004 acre tracts, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

Thence North 86° 43' 12" West, across said 2.076 acre tract, a distance of 220.52 feet to a point in the westerly line of said 2.076 acre tract, the easterly line of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686;

Thence North 11° 14' 27" West, with the line common to said 2.076 and 1.641 acre tracts, a distance of 15.49 feet to a point;

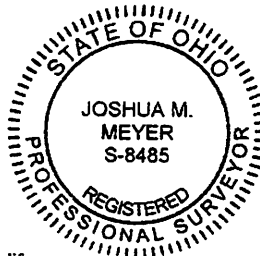
Thence across said 2.076 acre tract the following courses and distances:

South 86° 43' 12" East, a distance of 91.35 feet to a point;

South 03° 16' 48" West, a distance of 10.00 feet to a point; and

South 86° 43' 12" East, a distance of 133.05 feet to a point in the line common to said 2.076 and 1.004 acre tracts;

Thence South 03° 14' 08" West, with said common line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING, containing 0.046 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

May 15, 2024

Date

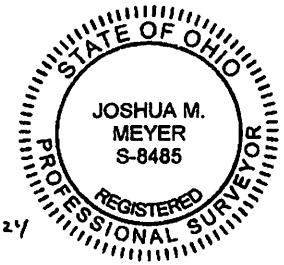
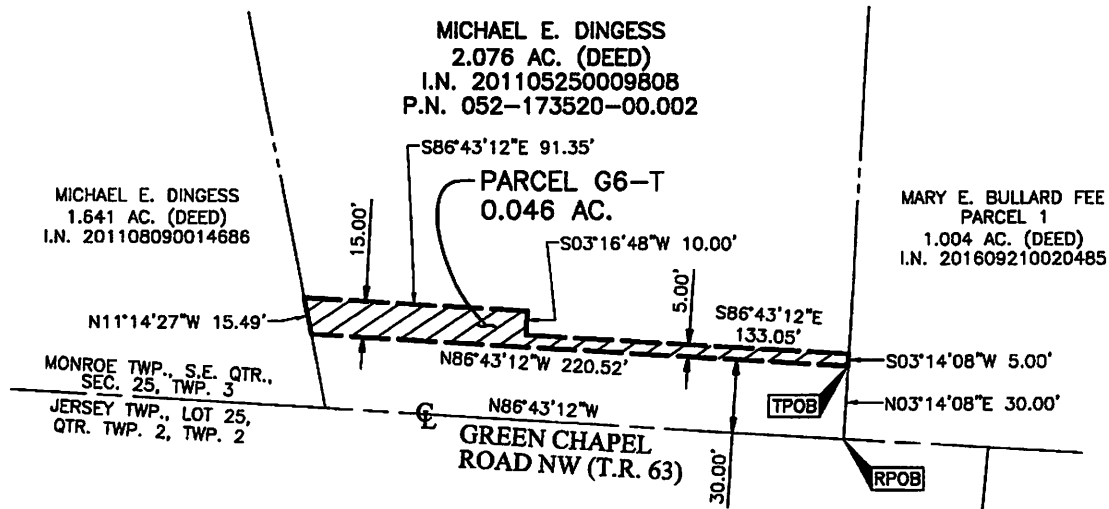


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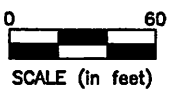
TEMPORARY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 15, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



By Joshua M. Meyer May 15, 2024
 Joshua M. Meyer Date
 Professional Surveyor No. 8485
 jmeyer@emht.com



Resolution R-26-2024 - EXHIBIT A

J:\2022\0307\DWG\04SHEETS\EASEMENTS\000-T_2022\0307-VS-ESMT-TEMP.DWG plotted by FERLUSON, DAVID on 5/15/2024 3:17:47 PM last saved by DFERLUSON on 5/15/2024 3:17:44 PM

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Rooney, Blanca O. Rooney, Paul J.	J2-SH Perpetual Easement for right of way without limitation of existing access 0.054 Acre	052-173016-01.001

EXHIBIT A

PARCEL J2-SH

0.054 ACRE

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 3.241 acre tract conveyed to Blanca O. Rooney and Paul J. Rooney by deed of record in Instrument Number 201609260020826 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence North 59° 41' 16" East, with the centerline of said Johnstown-Utica Road (U.S. Route 62), a distance of 210.62 feet to the southeasterly corner of said 3.241 acre tract, the southwesterly corner of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917, the northwesterly corner of that 2 acre tract conveyed Mary Alice Grove by deeds of record in Instrument Numbers 200703190006870 and 202210240025731, the northeasterly corner of the remainder of that tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709;

Thence North 02° 29' 24" East, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 3.241 and 28.534 acre tracts, a distance of 35.54 feet to an iron pin set in the northerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62), the TRUE POINT OF BEGINNING;

Thence across said 3.241 acre tract, the following courses and distances:

South 60° 04' 31" West, with said northerly right-of-way line, a distance of 19.15 feet to an iron pin set;

South 59° 41' 16" West, continuing with said northerly right-of-way line, a distance of 38.92 feet to a 3/4 inch iron rebar found with an aluminum cap stamped "O.D.O.T. R/W District 5";

South 68° 26' 03" West, continuing with said northerly right-of-way line, a distance of 65.76 feet to a 3/4 inch iron rebar found with an aluminum cap stamped "O.D.O.T. R/W District 5";

South 88° 01' 08" West, continuing with said northerly right-of-way line, a distance of 21.07 feet to an iron pin set;

North 59° 41' 16" East, a distance of 122.54 feet to an iron pin set; and

North 60° 04' 31" East, a distance of 31.92 feet to an iron pin set in the line common to said 3.241 and 28.534 acre tracts;

EXHIBIT A

**PARCEL J2-SH
0.054 ACRE**

-2-

Thence South 02° 29' 24" West, with said common line, a distance of 23.69 feet to the TRUE POINT OF BEGINNING, containing 0.054 acre, more or less, all of which is within Auditor's Parcel Number 052-173016-01.001 and none of which is within the present roadway occupied.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 59°41'16" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

May 22, 2024

Date

JMM:djf
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PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: 5-23-24	

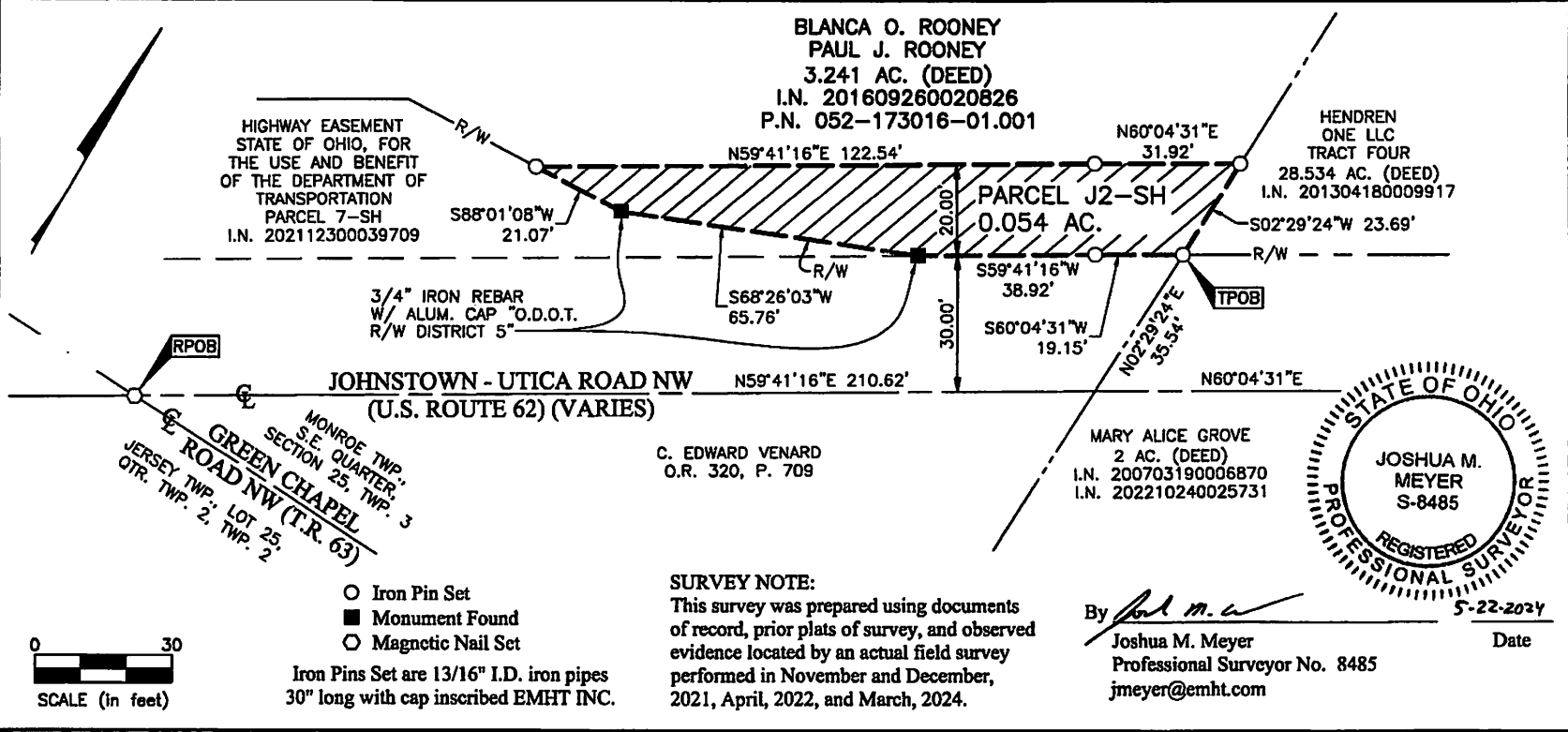


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 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3548
 emht.com

HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 30'
Job No:	2022-0307
Sheet No:	1 of 2



Resolution R-26-2024 - EXHIBIT A



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HIGHWAY EASEMENT

**SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	May 22, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	2 of 2

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 59°41'16" East, is designated the "basis of bearings" for this survey.

REFERENCE:

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Hendren One LLC	J3-SH Perpetual Easement for right of way without limitation of existing access 0.322 Acre	052-172500-00.000

EXHIBIT A

**PARCEL J3-SH
0.322 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence North 59° 41' 16" East, with the centerline of said Johnstown-Utica Road (U.S. Route 62), a distance of 210.62 feet to the southwesterly corner of said 28.534 acre tract, the northwesterly corner of that 2 acre tract conveyed to Mary Alice Grove by deeds of record in Instrument Numbers 200703190006870 and 202210240025731, the northeasterly corner of the remainder of that tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, the southeasterly corner of that 3.241 acre tract conveyed to Blanca O. Rooney and Paul J. Rooney by deed of record in Instrument Number 201609260020826;

Thence across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 28.534 and 3.241 acre tracts, the following courses and distances:

North 02° 29' 24" East, a distance of 35.54 feet to an iron pin set in the northerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62) at the TRUE POINT OF BEGINNING; and

North 02° 29' 24" East, a distance of 23.69 feet to an iron pin set;

Thence North 60° 04' 31" East, across said 28.534 acre tract, a distance of 694.35 feet to an iron pin set in the easterly line of said 28.534 acre tract, the westerly line of that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947;

Thence South 29° 55' 14" East, with the line common to said 28.534 and 1.000 acre tracts, a distance of 20.00 feet to a point in the northerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62) (reference a 3/4 inch capped iron pipe found North 29° 55' 14" West at a distance of 0.46 feet);

Thence South 60° 04' 31" West, across said 28.534 acre tract and with said northerly right-of-way line, a distance of 707.05 feet to the TRUE POINT OF BEGINNING, containing 0.322 acre, more or less, all of which is within Auditor's Parcel Number 052-172500-00.000 and none of which is within the present roadway occupied.

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

EXHIBIT A

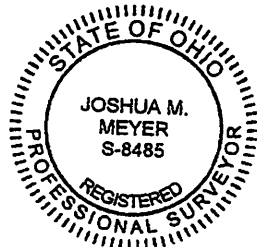
**PARCEL J3-SH
0.322 ACRE**

-2-

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

May 17, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

IMM:djf
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PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: 5-23-24	

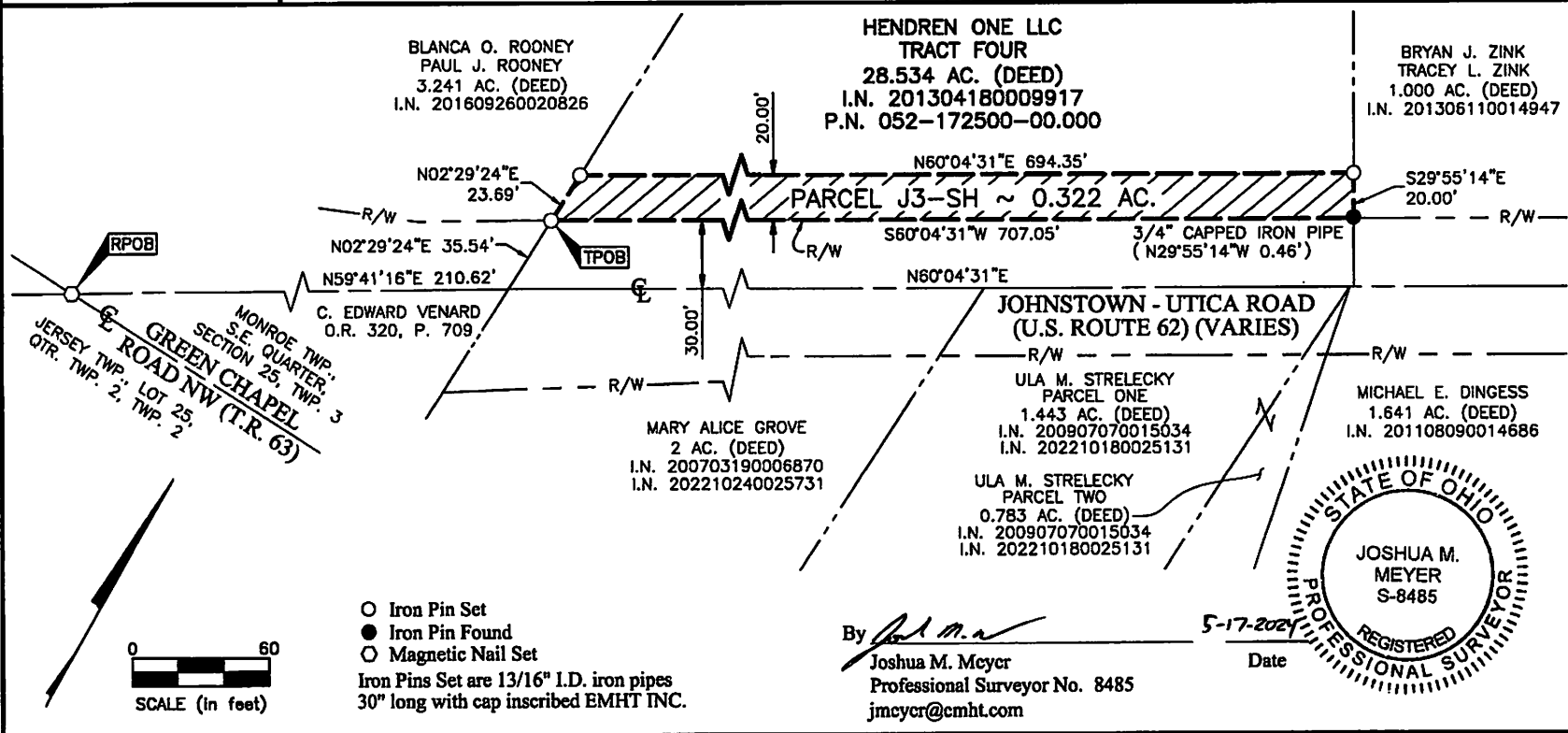


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 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 17, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 2



Resolution R-26-2024 - EXHIBIT A



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HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 17, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	2 of 2

REFERENCE:

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.

Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Zink, Bryan J. Zink, Tracey L.	J4-SH Perpetual Easement for right of way without limitation of existing access 0.030 Acre	052-176760-00.000

EXHIBIT A

**PARCEL J4-SH
0.030 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 726.09 feet to the southwesterly corner of said 1.000 acre tract, the southeasterly corner of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917, in the northerly line of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686;

Thence across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 1.000 and 28.534 acre tracts, the following courses and distances:

North 29° 55' 14" West, a distance of 30.00 feet to a point in the northerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62), the TRUE POINT OF BEGINNING (reference a 3/4 inch capped iron pipe found North 29° 55' 14" West at a distance of 0.46 feet); and

North 29° 55' 14" West, a distance of 10.00 feet to an iron pin set;

Thence North 60° 04' 31" East, across said 1.000 acre tract, a distance of 132.00 feet to an iron pin set in the easterly line of said 1.000 acre tract, the westerly line of that 2.347 acre tract conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188;

Thence South 29° 55' 14" East, with the line common to said 1.000 and 2.347 acre tracts, a distance of 10.00 feet to a point in said northerly right-of-way line (reference a 5/8 inch iron rebar found North 29° 55' 14" West at a distance of 0.44 feet);

EXHIBIT A

**PARCEL J4-SH
0.030 ACRE**

-2-

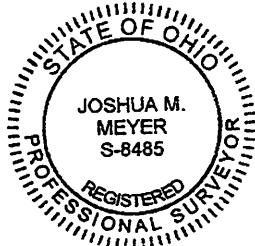
Thence South 60° 04' 31" West, across said 1.000 acre tract and with said northerly right-of-way line, a distance of 132.00 feet to the TRUE POINT OF BEGINNING, containing 0.030 acre, more or less, all of which is within Auditor's Parcel Number 052-176760-00.000 and none of which is within the present roadway occupied.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

May 17, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
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PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 5-23-24	



Evans, Mochwort, Hamblen & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

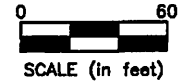
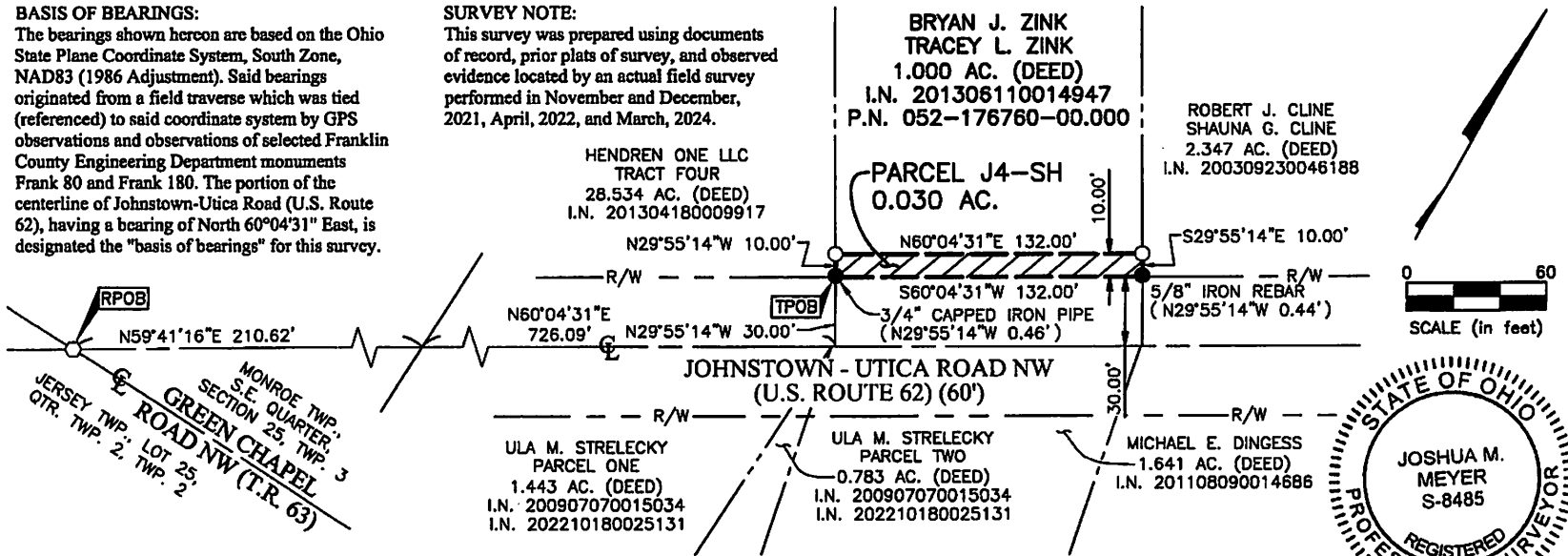
Date:	May 17, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.



- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

Iron Pins Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

REFERENCE:

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

By *Joshua M. Meyer* 5-17-2024
 Joshua M. Meyer Date
 Professional Surveyor No. 8485
 jmeyer@emht.com

Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owner	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Cline, Robert J. Cline, Shauna G.	J5-SH Perpetual Easement for right of way without limitation of existing access 0.153 Acres	052-172500-01.001 052-172500-01.003

EXHIBIT A

**PARCEL JS-SH
0.153 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across those 2.347, 1.175 and 2.173 acre tracts conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances;

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 858.09 feet to the southwesterly corner of said 2.347 acre tract, the southeasterly corner of that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947, in the northerly line of that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807;

Thence with the line common to said 2.347 and 1.000 acre tracts, the following courses and distances:

North 29° 55' 14" West, a distance of 30.00 feet to a point in the northerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62), the TRUE POINT OF BEGINNING (reference a 5/8 inch iron rebar found North 29° 55' 14" West at a distance of 0.44 feet); and

North 29° 55' 14" West, a distance of 10.00 feet to an iron pin set;

Thence across said 2.347, 1.175 and 2.173 acre tracts, the following courses and distances:

North 60° 04' 31" East, a distance of 275.82 feet to an iron pin set; and

North 60° 14' 49" East, a distance of 392.27 feet to an iron pin set in the easterly line of said 2.173 acre tract, the westerly line of that 3.227 acre tract conveyed to Koteswara Rao Nalluri and Suseela Nalluri by deed of record in 202212150029311;

Thence South 03° 12' 31" West, with the line common to said 2.173 and 3.227 acre tracts (passing a 3/4 inch iron rebar found at a distance of 11.52 feet), a total distance of 11.92 feet to a point in said northerly right-of-way line;

EXHIBIT A

**PARCEL J5-SH
0.153 ACRE**

-2-

Thence with said northerly right-of-way line and across said 2.173, 1.175 and 2.347 acre tracts, the following courses and distances:

South 60° 14' 49" West, a distance of 385.77 feet to an iron pin set; and

South 60° 04' 31" West, a distance of 275.81 feet to the TRUE POINT OF BEGINNING, containing 0.153 acre, more or less, 0.071 acre of which is within Auditor's Parcel Number 052-172500-01.000, 0.036 acre of which is within Auditor's Parcel Number 052-172500-01.003, 0.046 acre of which is within Auditor's Parcel Number 052-172500-01.001, and none of which is within the present roadway occupied.

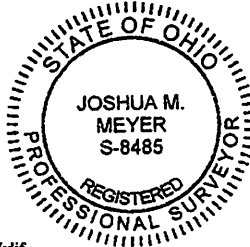
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022, and March, 2024.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Joshua M. Meyer
Professional Surveyor No. 8485

May 22, 2024

Date

JMM:djf
J05-SH_0_153 ac 20220307-VS-ESMT-ROAD.docx

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 5-23-24	

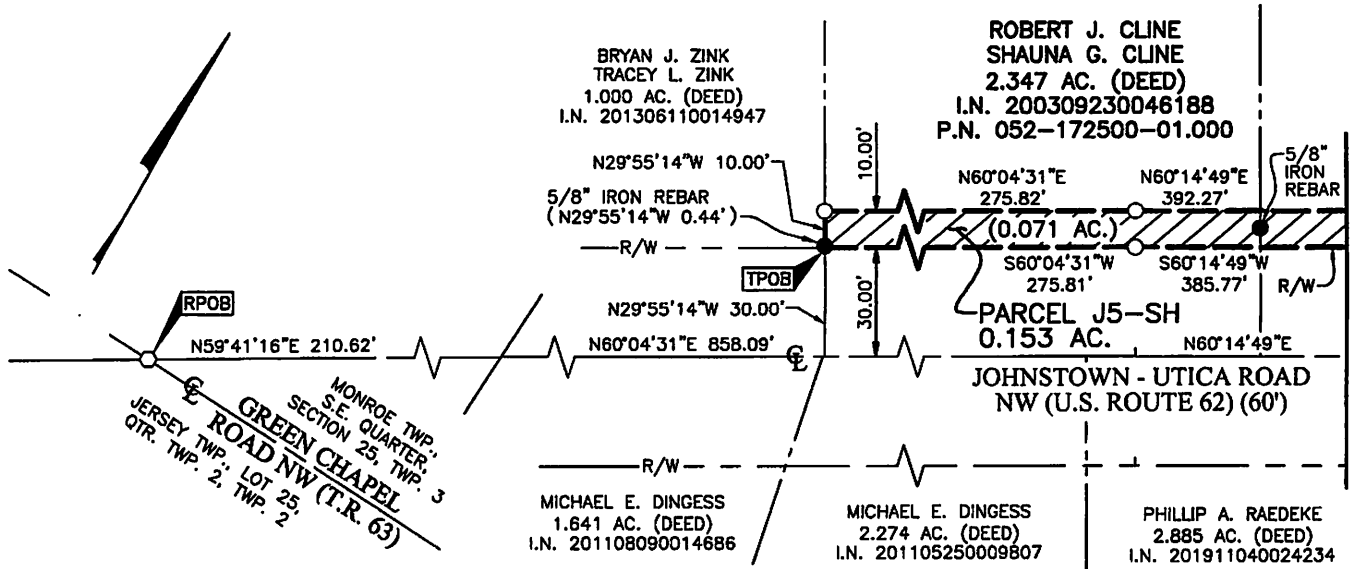


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 Phone: 614.775.4500 Toll Free: 888.775.3648
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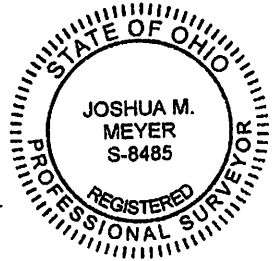
HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 2

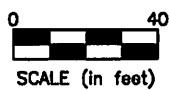


MATCHLINE - SEE SHEET 2



By *Joshua M. Meyer* Date 5-22-2024
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

- Iron Pin Set
 - Iron Pin Found
 - Magnetic Nail Set
- Iron Pins Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



Resolution R-26-2024 - EXHIBIT A

J:\2022\0307\Drawings\EMHT\EASEMENTS\J5-SH_2022\0307-15-EMHT-ROAD.DWG plotted by FERGUSON, DAVID on 5/22/2024 1:50:34 PM last saved by DFERGUSON on 5/22/2024 1:50:30 PM



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 6600 New Albany Road, Columbus, OH 43054
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HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 22, 2024
Scale:	1" = 40'
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Sheet No:	2 of 2

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

REFERENCE:

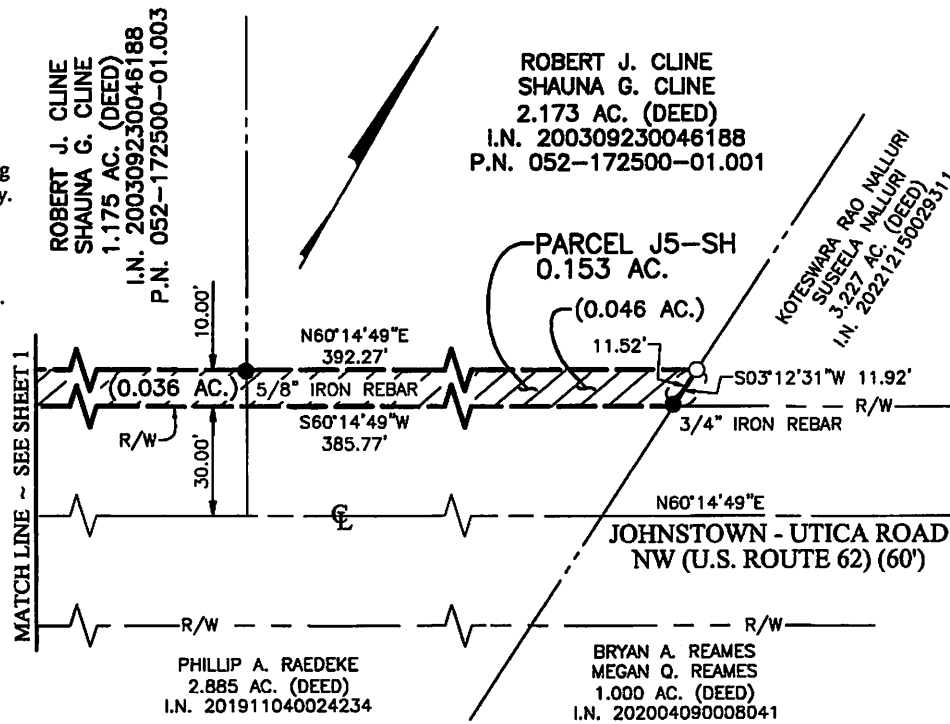
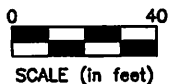
- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

Iron Pins Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



Resolution R-26-2024 - EXHIBIT A

RESOLUTION R-26-2024

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owner, the owner’s real property intended to be appropriated, the owner’s interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Raedeke, Phillip A.	J6-SH Perpetual Easement for right of way without limitation of existing access 0.082 Acre	052-173520-00.000

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	5/24/24

EXHIBIT A

**PARCEL J6-SH
0.082 ACRE**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 2.885 acre tract conveyed to Phillip A. Raedeke by deed of record in Instrument Number 201911040024234 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63);

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 1120.48 feet to the northwesterly corner of said 2.885 acre tract, the northeasterly corner of that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807, in the southerly line of that 2.347 acre tract conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188;

Thence South 30° 00' 12" East, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 2.885 and 2.274 acre tracts, a distance of 30.00 feet to the TRUE POINT OF BEGINNING in the southerly right-of-way line of said Johnstown-Utica Road (U.S. Route 62) (reference a 3/4 inch iron pipe capped "GEOGRAPHICS" found North 30° 00' 12" West at a distance of 0.68 feet);

Thence across said 2.885 acre tract, with said southerly right-of-way line, the following courses and distances:

North 60° 04' 31" East, a distance of 13.29 feet to an iron pin set; and

North 60° 14' 49" East, a distance of 346.78 feet to a point in the easterly line of said 2.885 acre tract, the westerly line of that 1.000 acre tract conveyed to Bryan A. Reames and Megan Q. Reames by deed of record in Instrument Number 202004090008041 (reference a 3/4 inch iron pipe found South 26° 34' 20" East at a distance of 0.70 feet);

Thence South 03° 12' 31" West, with the line common to said 2.885 and 1.000 acre tracts, a distance of 11.92 feet to an iron pin set;

Thence across said 2.885 acre tract, the following courses and distances:

South 60° 14' 49" West, a distance of 340.28 feet to an iron pin set; and

EXHIBIT A

**PARCEL J6-SH
0.082 ACRE**

-2-

South 60° 04' 31" West, a distance of 13.27 feet to an iron pin set in the line common to said 2.885 and 2.274 acre tracts;

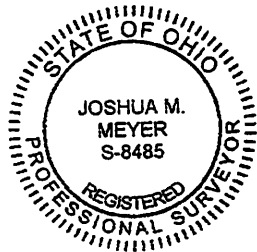
Thence North 30° 00' 12" West, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.082 acre, more or less, all of which is within Auditor's Parcel Number 052-173520-00.000 and none of which is within the present roadway occupied.

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, April, 2022 and March, 2024



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

May 23, 2024

Date

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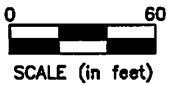
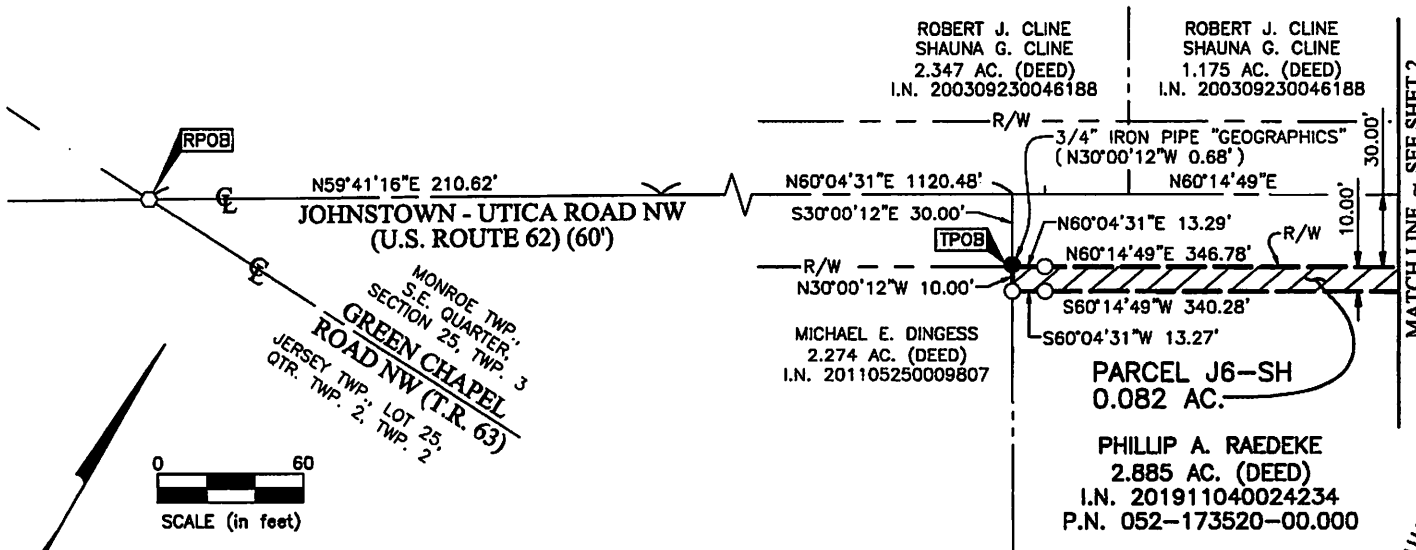


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HIGHWAY EASEMENT

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	May 23, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 2



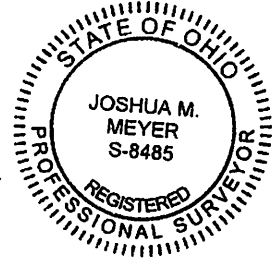
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 30" long with cap inscribed EMHT INC.

SURVEY NOTE:
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By Joshua M. Meyer
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

5-23-2024
 Date



Resolution R-26-2024 - EXHIBIT A

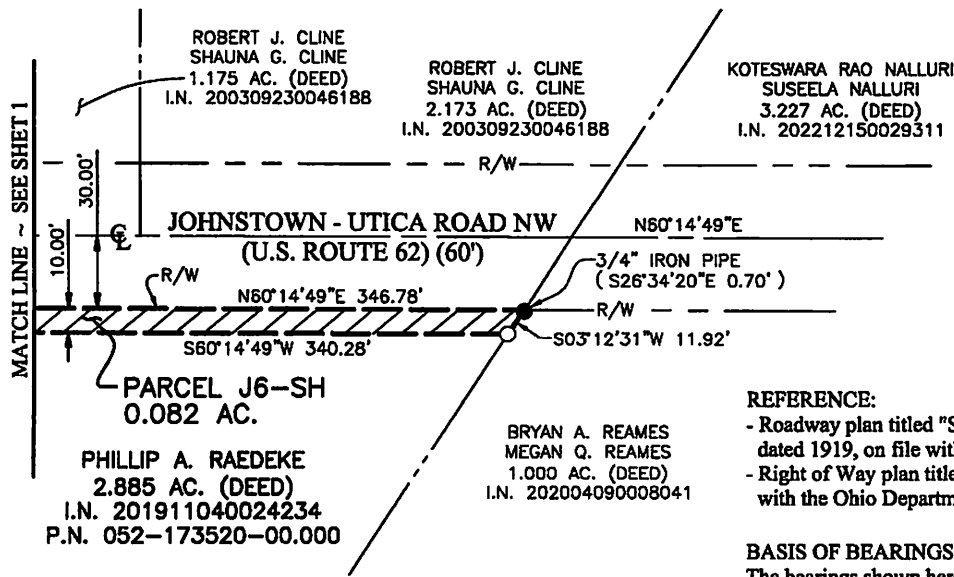


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HIGHWAY EASEMENT

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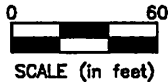


REFERENCE:
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Resolution R-26-2024 - EXHIBIT A



RESOLUTION R-27-2024

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

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

WHEREAS, due to its need to fund expanded operations and provide infrastructure to service rapid growth in the community as demonstrated by the 2025 Tax Budget, the City of New Albany is in need of additional revenue.

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

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

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

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this 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 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/05/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

PROPOSED



RESOLUTION R-28-2024

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH THE NEW ALBANY CHAMBER OF COMMERCE FOR THE SUPPORT OF COMMUNITY EVENTS

WHEREAS, the City of New Albany recognizes the importance of events to encourage community cohesion, interaction, and collaboration; and

WHEREAS, the city desires to engage the New Albany Chamber of Commerce to perform the services and functions as described in the attached agreement; and

WHEREAS, the New Albany Chamber of Commerce desires to perform the services and functions as described in the attached agreement; and

WHEREAS, the Services Agreement describes the roles and responsibilities of the parties and outlines an approach for the successful implementation of community events within New Albany.

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 and directed to enter into a shared Services Agreement, the same as or substantially similar to the attached Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/10/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into and effective on this ___ day of May, 2024 ("Effective Date") by and between the City of New Albany, Ohio ("New Albany"), an Ohio Municipal Corporation, with offices located at 99 West Main Street, New Albany, Ohio 43054 and The New Albany Chamber of Commerce a 501(c)(6) Corporation ("Service Provider"), with an office and principal place of business located at 55 W. Main Street. New Albany, OH 43054.

Recitals

WHEREAS, New Albany desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Give prompt notice to New Albany should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- C. Remit to New Albany after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, drawings, site plans, photographs, contracts, invoices, receipts and similar materials. Provider shall be entitled to retain copies for Provider's files.

II. Obligations of New Albany. New Albany shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should New Albany observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on or about June 21, 2024 and shall be completed on or before December 31, 2026. New Albany or Service Provider may terminate this Agreement at any time by giving the other party thirty (30) days advance written notice. In the event this Agreement is terminated by New Albany prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

Service Provider shall be compensated according to the schedule included under "Payment" in Exhibit A.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of New Albany. Nothing in this Agreement shall be construed to create a relationship between Service Provider and New Albany of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on New Albany's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by New Albany personnel as to the manner of work.

VI. Indemnification.

A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save New Albany, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

B. Non-Professional Liability (General Liability). The Service Provider shall indemnify, defend and hold harmless New Albany, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

A. The Service Provider shall secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom,

and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

- B. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- C. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. New Albany shall be held harmless for any damage to the Service Provider's property and/or equipment while performance under the Contract.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, New Albany prior to the start of work on the project and before New Albany is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, apart from those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of New Albany is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide New Albany with appropriate documentation (Form I-9) for any Service Provider employee performing services for New Albany.
- B. The Service Provider agrees to indemnify New Albany in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: 31-1221292.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. New Albany represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapters 181 or 183 of the Codified Ordinances of New Albany, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

- D. The Service Provider represents that it is a tax-exempt entity for Internal Revenue Service reporting purposes and evidence of this tax-exempt status shall be provided to New Albany upon written request.
- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.
- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.
- XII. **Discrimination.**
- A. No discrimination for reason of race, color, religion, sex, military status, age, disability, ancestry or country of national origin shall be permitted or authorized by New Albany and/or Service Provider regarding the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.
- XIII. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin or Licking County, Ohio as determined by New Albany.
- XIV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XV. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF NEW ALBANY, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of June, 2024.

CITY OF NEW ALBANY, OHIO

BY: _____
Joseph Stefanov, City Manager

SERVICE PROVIDER

BY: _____
ITS: _____

Approved as to Form:

Benjamin Albrecht, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the New Albany's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Director of Finance

Date

EXHIBIT A

Scope of Services

The New Albany Chamber of Commerce will plan, market and execute the City of New Albany's community events for the City of New Albany and its residents and visitors. Community events may include, but are not limited to Independence Day Parade, Independence Day Celebration and Oktoberfest.

Agreement Requirements

Dates

1. These events cannot be cancelled or offered on different dates without permission from the City of New Albany.
 - a. 2024
 - i. Independence Day Parade and Independence Day Celebration - July 4, 2024 - \$53,000
 - ii. Oktoberfest – September 27 -28, 2024.
 - b. 2025
 - i. Independence Day Parade and Independence Day Celebration - July 4, 2025
 - ii. Oktoberfest – TBD
2. Should the City choose to add another event or change existing events, the City will notify the Chamber of Commerce of the list of events for future years events by the end of each calendar year when the City's Annual Operating Budget is approved by City Council.

Marketing

1. The City will be named as the presenter of all events. For example, "Oktoberfest is presented by the City of New Albany and the New Albany Chamber of Commerce"
2. The City logo will appear prominently in all event marketing. Please use the City's Brand Guidelines when placing the logo.

Budgeting

3. The City will provide the Chamber of Commerce with an event budget for each event. The City is not responsible for any fees, charges or invoices that exceed the budget.
4. The approved budgets for each event during the calendar year 2024:
 - a. Independence Day Parade and Independence Day Celebration - \$53,000
 - b. Oktoberfest - \$72,000
5. The City will notify the Chamber of Commerce of the approved budget for future years events by the end of each calendar year when the City's Annual Operating Budget is approved by City Council.
6. If the Chamber of Commerce cannot remain within the budgeted amount for an event, it should submit a budget increase request in writing to the Community Program Administrator prior to entering into contracts or agreements with service providers. The written request must include the current budget allocations and quotes from several vendors for the remaining services needed. The City may choose to approve or deny the request.

Payment

1. The City will advance up to one half (50%) of the approved budget for each event to the Chamber of Commerce by February 1.
2. Based upon the previous year's event, the City will retain the estimated fees for city provided services (police, service, etc.) from the total amount budgeted for each event. The City will

provide an itemized list of all services and fees to the Chamber of Commerce after the event concludes.

3. The City will reimburse remaining fees on a regular monthly schedule as requested by the Chamber of Commerce. Payment requests are due to the Community Program Administrator by the 15th of each month and will be paid by the close of the month. Payment requests must include an updated budget that clearly indicates which fees/services have been paid and which are outstanding.
4. Payments will only be made for purchases or services that are accompanied by a receipt, invoice or contract. As described in the Service Agreement, the Chamber must retain all payment records and provide them to the City if requested.

Alcohol

1. As governed by the State of Ohio, the City of New Albany can only purchase alcohol that will be resold at a public festival. All alcohol purchased by the Chamber of Commerce for an event outlined in this agreement must be resold to the public during one of the events listed on this agreement.
2. Any alcohol purchased for, but not sold during an event listed in this agreement must be returned to the vendor it was purchased from or purchased by the Chamber of Commerce at the same cost of the original purchase.
3. Alcohol purchases, sales and returns must be accounted for in a detailed section of the budget prior to the City issuing any final or remaining event payments.

Event Administration Fee

1. The City of New Albany will pay the Chamber of Commerce up to ten percent (10%) of the original budget of each event listed in this agreement for actual costs for event management services. This fee will be deducted from the established budget amount listed above for each event. Additional budget requests, if approved, will not be used to calculate the total Event Administration Fee, unless the City of New Albany determines otherwise. A detailed summary of actual administration costs should be included with the final reconciliation after the event has occurred.

Net Revenue

1. If any of the events outlined in this agreement produce a net revenue, the net revenue is due to the City after event reconciliation.



RESOLUTION R-29-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE ROSE RUN II PROJECT

WHEREAS, council approved Resolution 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 Rose Run II project was suspended in the Fall of 2023 in order to allow comprehensive village center planning to proceed that may have changed the programmatic elements of the Rose Run II project; and

WHEREAS the city is now in a position to resume the project by amending the contract to include new programmatic elements.

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 amend the construction manager at risk contract with Messer Construction to revise the scope of work for the Rose Run II project.

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 _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/10/2024

Introduced: 06/18/2024

Revised:

Adopted:

Effective:

PROPOSED