



**ORDINANCE O-42-2024**

**AN ORDINANCE TO RENEW THE APPROVAL OF THE FINAL PLAT FOR 9 SINGLE FAMILY LOTS ON 8.82+/- ACRES AND ACCEPT RESERVES "A", "B", "C" FOR THE ALDEN WOODS SUBDIVISION LOCATED AT 6700, 6770, 6800 CENTRAL COLLEGE ROAD AS REQUESTED BY ANDREW MALETZ**

**WHEREAS**, an application to approve the Alden Woods final plat has been submitted; and

**WHEREAS**, Codified Ordinance chapter 1187 requires approval of the final plat by council; and

**WHEREAS**, the New Albany Planning Commission, after review during a public meeting on March 6, 2023, recommended approval of this final plat; and

**WHEREAS**, the Alden Woods final plat includes approximately 8.82 +/- acres of land to be subdivided into 9 residential lots in addition to the public streets; and

**WHEREAS**, the 8.83+/- acre Alden Woods final plat includes approximately 2.49 +/- acres of parkland; and

**WHEREAS**, the Alden Woods final plat includes the commitment to dedicate reserves A, B, and C for parkland and open space; and

**WHEREAS**, New Albany city council has agreed to the terms and conditions by which this parkland will be donated; and

**WHEREAS**, the city engineer certifies that the Alden Woods final plat meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

**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 final plat is attached to this ordinance as Exhibit A and made a part herein approved.

**Section 2:** Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

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

**Section 4:** Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall take 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

<b>Legislation dates:</b>	
Prepared:	10/18/2024
Introduced:	11/05/2024
Revised:	
Adopted:	
Effective:	

# EXHIBIT A - O-42-2024

## ALDEN WOODS SUBDIVISION CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO

Situate in the County of Franklin, State of Ohio, and being in Quarter Township One (1), Township, Two (2), Range sixteen (16), United States Military Lands, in the City of New Albany, Franklin County, Ohio Containing 8.822 acres and being the same tract as conveyed to Central College Development LLC and described in deed recorded in Official Record 202108190148285 and in 202108100140522 Recorder's Office, Franklin County Ohio.

The undersigned, Central College Development LLC., by Andrew Maletz, Member Owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its Alden Wood Subdivision, a new subdivision containing Lots numbered 1 thru 9, both inclusive, and areas designated as Reserve "A", Reserve "B" and Reserve "C", does hereby accept this plat of same and dedicates to public use, as such, all or part of Central College Road, and Woodview Drive shown hereon, and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those area designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Village of New Albany Engineer.

In Witness Whereof, Andrew Maletz, Member of Central College Development LLC. has hereunto set their hand this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and acknowledged  
in the presence of: Central College Development LLC.

\_\_\_\_\_  
Andrew Maletz, member

### STATE OF OHIO, COUNTY OF FRANKLIN

Before me a Notary Public in and for said County personally came Andrew Maletz and Roland Tokarski both members of Central College Development LLC. who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_  
Notary Public State of Ohio

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Mayor, New Albany, Ohio

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Municipal Engineer, New Albany, Ohio

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Council Representative to Planning Commission, New Albany, Ohio

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Chairperson, New Albany, Ohio

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Finance Director, New Albany, Ohio

Approved and accepted by Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_, 20\_\_ wherein all of Central College Road and Woodview Drive, shown hereon are accepted, as such, by the Council for the Village of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to \_\_\_\_\_, 20\_\_.

Transferred this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ M.  
Deputy Recorder, Franklin County, Ohio

Fee \$ \_\_\_\_\_

File No. \_\_\_\_\_

Recorded this \_\_\_ day of \_\_\_\_\_, 20\_\_  
Deputy Recorder, Franklin County, Ohio

Plat Book \_\_\_\_\_, Pages \_\_\_\_\_

### SURVEYOR'S CERTIFICATION:

We do hereby certify that we have surveyed the premises and prepared the attached plat and that said plat is correct. Dimensions on curves are chord measurements.

Anthony A. Garcia  
Professional Surveyor No. 8112

Date



### NOTE "A" - RESERVES "A", "B" & "C"

Reserve "A", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land and Stormwater Management.

Reserve "B", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land.

Reserve "C", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land.

### NOTE "B":

All of the Alden Woods Subdivision, is within Zone X as delineated on the FEMA Flood Insurance Rate Map for Franklin County, Ohio and Incorporated Areas, map number 39048C0206 K, effective date June 17, 2008.

### NOTE "C":

No determination has been made by the City of New Albany as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether Wetlands exist on the site. The City of New Albany's approval of the final plat of Alden Woods Subdivision does not imply any approval for the development of the site as it may pertain to Wetlands.

### NOTE "D":

The minimum front, side and rear yard setback distance, required by the zoning district regulations in effect at the time of platting for each lot in the Alden Woods Subdivision are given in the following table:

Front: 30 Feet (from the street right-of-way line)  
Side: 10 feet minimum each side  
Rear: 30 feet minimum

**Garcia Surveyors, Inc.**

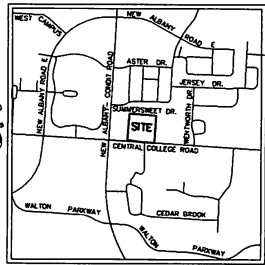
P.O. Box 2628  
Whitehouse, OH 43571  
Phone: (419) 877-0400  
Fax: (419) 877-1140



9/19/2024  
235S00615

# ALDEN WOODS SUBDIVISION

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO



VICINITY MAP  
NOT TO SCALE

**NOTE "E" DEPRESSED DRIVEWAYS:**  
Depressed driveways are hereby prohibited on all lots in the Alden Woods Subdivision.

**NOTE "J" BUFFER ZONE:**  
A "Buffer Zone" shall apply for a distance of 30 feet from the northern, eastern and western boundary line of this zoning district. Within that area, only the construction of underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees shall be preserved within this area unless they conflict with the installation of permitted utility or storm water infrastructure in accordance with the approved zoning. After completion of construction, dead plant material and noxious plant material such as poison ivy, may be removed subject to staff approval. Special markers shall be placed on each lot line marking the edge of the "Buffer Zone".

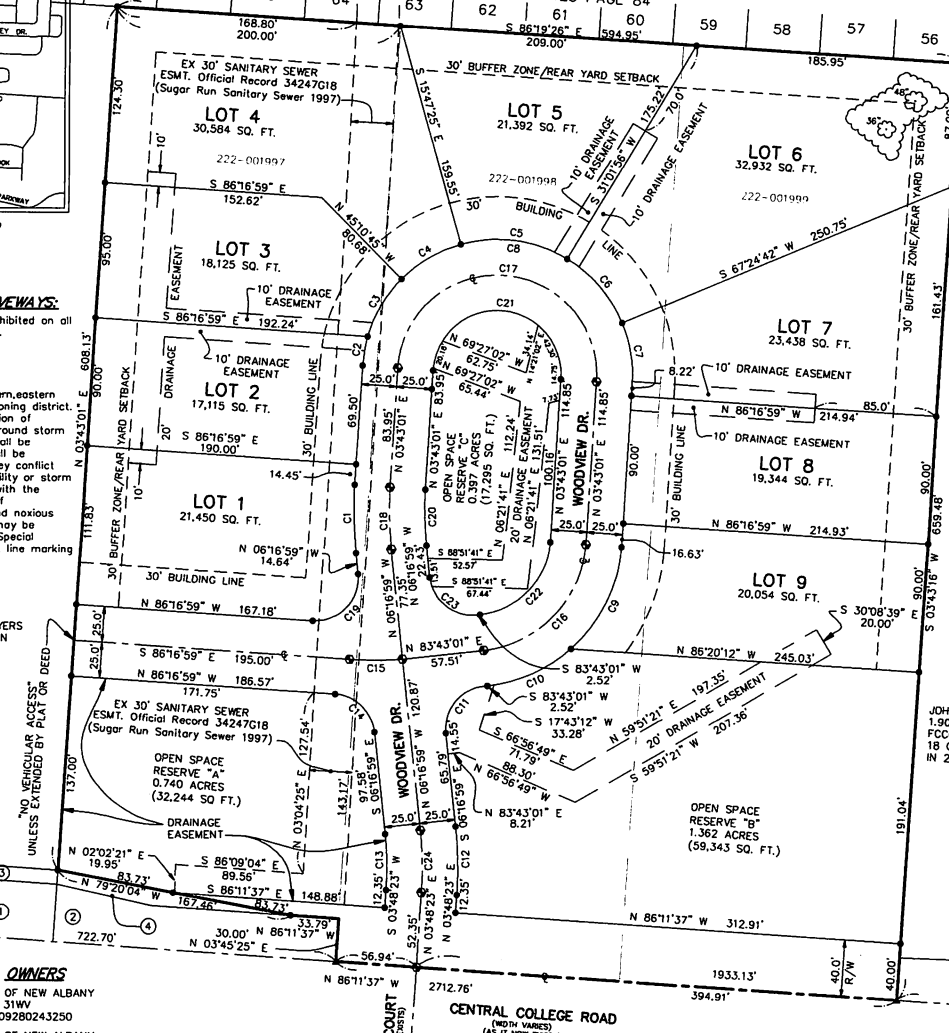
FREDERICK R. MYERS  
& JUDY L. DORAN  
1.477 ACRES  
OR 21460 G09

FCGS 5113  
BRONZE DISK IN PVC  
ENCASED CONCRETE  
MONUMENT  
1/4 COR. SEC. 8  
SEC. 8 AND SECTION 13  
TOWN 2 RANGE 16  
U.S. MILITARY DISTRICT

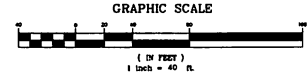
**OWNERS**

- VILLAGE OF NEW ALBANY  
PARCEL 31WV  
IN 199909280243250
- VILLAGE OF NEW ALBANY  
PARCEL 32WV IN 199910190262987
- VILLAGE OF NEW ALBANY  
PARCEL 32WV-1 IN 200411050255251
- VILLAGE OF NEW ALBANY  
PARCEL 32WV-1 IN 200412130282225

COURTYARDS AT NEW ALBANY PHASE 1  
PLAT 125 PAGE 84



36" TREE AND 48" TREE  
ARE TO REMAIN AND  
SHALL NOT BE REMOVED  
WITHOUT PERMISSION BY  
CITY STAFF.



- LEGEND:**
- SET PERMANENT MONUMENT
  - SET 5/8" DIA. X 30" LONG IRON REBAR W/ PLASTIC CAP STAMPED "PS 8112"
  - ▲ SET SPIKE
  - ⊠ FOUND MONUMENT BOX

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	275.00	48.00	47.94	S 01'16.59" E	100'00"
C2	95.00	20.73	20.69	S 09'55.36" W	12'30'04"
C3	95.00	47.49	47.00	S 30'29'56" W	28'38'17"
C4	95.00	48.73	48.20	S 59'30'55" W	29'23'21"
C5	95.00	77.63	75.49	N 82'22'44" W	46'49'20"
C6	95.00	60.32	59.31	N 40'46'41" W	36'22'45"
C7	95.00	43.62	43.17	N 09'27'22" W	26'15'56"
C8	95.00	298.45	190.00	S 86'19'26" E	180'00"
C9	105.00	81.55	79.52	N 25'58'02" E	44'30'04"
C10	105.00	65.06	64.02	N 65'58'02" E	35'29'58"
C11	30.00	47.12	42.43	N 38'43'01" E	90'00"
C12	275.00	48.43	48.36	N 01'14'18" W	10'05'22"
C13	225.00	39.62	39.57	N 01'14'18" E	10'05'22"
C14	30.00	41.89	38.57	S 48'19'51" W	80'00"
C15	250.00	37.38	37.34	N 88'33'16" E	8'34'00"
C16	80.00	111.70	102.85	N 43'43'01" E	80'00"
C17	70.00	219.91	140.00	S 86'19'26" E	180'00"
C18	250.00	43.63	43.58	N 01'16'59" W	10'00"
C19	30.00	52.36	45.96	S 43'43'01" W	100'00"
C20	225.00	39.27	39.22	N 01'16'59" W	10'00"
C21	45.00	141.40	90.00	S 86'19'26" E	180'00"
C22	55.00	76.79	70.71	S 43'43'01" W	80'00"
C23	30.00	47.12	42.43	N 51'16'59" W	90'00"
C24	250.00	44.02	43.97	S 01'14'18" E	10'05'22"

**SURVEY DATA:**

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), U.S. Survey Feet. Control for the bearings was from coordinates of monuments FCGS 5113 and FCGS 5213 established by the Franklin County Engineering Department using Global Position System procedures and equipment. A bearing of North 86° 11' 37" West for a portion of the easterly right-of-way line of Central College Road is a designated basis of bearings for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

**IRON PINS:** Iron Pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug piece in the top and bearing the name PS 8112.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated and are to be set with the top end flush with the surface of ground and then capped with an aluminum cap stamped GARCIA SURVEYORS. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of construction/installation of the street pavement and utilities and prior to the Village of New Albany, Ohio's acceptance of these subdivision improvements. The New Albany, Ohio Municipal Engineer shall be notified when the markers are in place.

**NOTE "L" ACREAGE BREAKDOWN OF EXISTING AUDITOR'S TAX PARCELS**

- PIN 222-001997 = 123,995 SQ.FT OR 2.847 AC.
- PIN 222-001998 = 131,590 SQ.FT OR 3.021 AC.
- PIN 222-001999 = 128,693 SQ.FT OR 2.954 AC.

**NOTE "K" AREA BREAKDOWN OF SUBDIVISION**

Acres in Lots = 204,434 SQ.FT OR 4.693 AC.  
Acres in Reserves = 108,602 SQ.FT OR 2.499 AC.  
Acres in ROW = 70,962 SQ.FT OR 1.630 AC.  
Total Acres = 384,278 SQ. FT OR 8.822 AC.

FCGS 5213  
FOUND MONUMENT  
SE. COR., SEC 8  
SW COR., SEC 9  
NW COR., SEC. 12  
NE COR., SEC. 13  
TOWN 2 RANGE 16  
U.S. MILITARY DISTRICT

**Garcia Surveys, Inc.**

P.O. Box 2628  
Whitehouse, OH 43071  
Phone: (419) 877-0400  
Fax: (419) 877-1140



9/19/2024  
235500615



**ORDINANCE O-43-2024**

**AN ORDINANCE TO DECLARE THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPT 100% OF THAT IMPROVEMENT FROM REAL PROPERTY TAXATION; REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE NEW ALBANY PLAIN LOCAL SCHOOL DISTRICT AND THE EASTLAND-FAIRFIELD CAREER CENTER; PROVIDE FOR COMPENSATION PAYMENTS FOR THE PLAIN TOWNSHIP FIRE DEPARTMENT; PROVIDE FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS INTO A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THOSE PARCELS; AND APPROVE AND AUTHORIZE THE EXECUTION OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS**

**WHEREAS**, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “*TIF Statutes*”) authorize this Council to declare the improvement to certain parcels of real property located within the City of New Albany, Ohio ( the “*City*”) to be a public purpose and exempt from taxation, require the owner of those parcels to make service payments in lieu of taxes, provide for the distribution of the applicable portion of those service payments to the New Albany Plain Local School District and the Eastland-Fairfield Career Center, (each, a “*School District*”), provide for the deposit of the remainder of those service payments into a municipal public improvement tax increment equivalent fund, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

**WHEREAS**, the parcels of real property identified and depicted in Exhibit A attached hereto (each, as now or hereafter configured on the tax list and duplicate of real and public utility property, a “*Parcel*”, and collectively, the “*Parcels*”) are located in the City, and this Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to each Parcel to be a public purpose; and

**WHEREAS**, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to each Parcel as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for thirty (30) years and to simultaneously direct and require the current and future owner of each Parcel (each such owner individually, an “*Owner*,” and collectively, the “*Owners*”) to make annual Service Payments (as defined in Section 2 of this Ordinance); and

**WHEREAS**, the City has determined that a portion of the Service Payments shall be paid directly to each School District in an amount equal to the real property taxes that School District would have received if the Improvement to the Parcels had not been exempted from taxation pursuant to this Ordinance; and

**WHEREAS**, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund in which there shall be deposited the remaining Service Payments distributed to the City; and

**WHEREAS**, this Council has determined to designate the public infrastructure improvements described in Exhibit B attached hereto (the "*Public Infrastructure Improvements?*") as public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Parcels; and

**WHEREAS**, this Council has determined to provide for the execution and delivery of one or more Tax Increment Financing Agreements (each, a "*TIF Agreement?*"), which will more fully provide for the collection of Service Payments; and

**WHEREAS**, the New Albany Plain Local School District has waived its rights to (i) receive notice of this Ordinance under Ohio Revised Code Section 5709.83, and (ii) approve this Ordinance; and

**WHEREAS**, the City has provided timely notice to the Board of Education of the Eastland-Fairfield Career Center as required by Sections 5709.40 and 5709.83 of the Ohio Revised Code; and

**WHEREAS**, the City has determined to provide compensation payments for the Plain Township Fire Department.

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

**Section 1. Authorization of Tax Exemption.** Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, one hundred percent (100%) of the increase in assessed value of each Parcel that is used or to be used for non-residential purposes and that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement?*"), as further defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 2 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

**Section 2. Service Payments and Property Tax Rollback Payments.** Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Licking County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended or supplemented from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Service Payments*"), shall be charged to each Parcel and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to Section 1 of this Ordinance, all in accordance with Section 5709.42 of the Ohio Revised Code. The Service Payments, and any other payments with respect to the Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Property Tax Rollback Payments*"), shall be allocated and distributed in accordance with Section 4 of this Ordinance.

**Section 3. Tax Increment Equivalent Fund.** This Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Hamlet Commercial Tax Increment Equivalent Fund (the "*Fund*"). The Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 4 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement to each Parcel and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance, as the same may be amended from time to time. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

**Section 4. Distribution of Funds: Payments for Plain Township Fire Department.** Pursuant to the TIF Statutes, the County Treasurer is hereby requested and directed to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) to each School District, an amount equal to the amount the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance; and

(ii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by this Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued by the City or The New Albany Community Authority or The New Albany East Community Authority (each an "Authority") to pay for Public Infrastructure

Improvements, all amounts owed to any fund of the City or an Authority to reimburse that fund for the costs of any Public Infrastructure Improvements previously paid from that fund, including interest payable on those amounts, and all amounts owed by the City or an Authority to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

This Council also authorizes payments to be made to Plain Township in an amount equal to the Service Payments and Property Tax Rollback Payments generated by real property taxes levied for Plain Township Fire Department purposes.

**Section 5. Public Infrastructure Improvements.** This Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

**Section 6. Tax Increment Financing Agreement.** This Council may approve and authorize the City Manager, for and in the name of the City, to execute and deliver one or more TIF Agreements with one or more owners of a Parcel or Parcels.

**Section 7. Further Authorizations.** This Council hereby authorizes and directs the city manager, the director of law, the director of finance or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications. This Council further hereby authorizes and directs the city manager, the director of law, the director of finance or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

**Section 8. Filings with Ohio Department of Development.** Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager or other appropriate officer of the City is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect, the City Manager or other appropriate officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

**Section 9. Tax Incentive Review Council.** This council hereby designates the Tax Incentive Review Council created pursuant to Resolution R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

**Section 10. Open Meetings.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.



**Section 11. Effective Date.** 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: 10/26/2024

Revised: 11/01/2024

Introduced: 11/05/2024

Revised:

Adopted:

# EXHIBIT A – O-43-2024

## TIF Area Parcels

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



### Tax Parcels<sup>1</sup> in Hamlet Commercial TIF:

- 222-000377-00
- 222-000314-00
- 222-000375-00
- 222-000369-00 (partial)

<sup>1</sup> These current tax parcel numbers are subject to change in the future.

## EXHIBIT B – O-43-2024

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements that will directly benefit the Parcels and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code), along with any other improvements subsequently designated by Village Council:

- public roads and highways (including street realignments);
- water and sewer lines;
- leisure trails and connections;
- parks and public facilities;
- environmental remediation projects;
- stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety and welfare;
- gas, electric and communications services facilities, including fiber optics;
- land acquisition, including acquisition in aid of industry, commerce, distribution, or research;
- demolition, including demolition on private property when determined to be necessary for economic development purposes;
- landscaping and signage, including brick retaining walls at roadway intersections; including in each case, design and other related costs (including traffic studies); any rights-of-way or real estate acquisition; curbs and gutters, medians, sidewalks, bikeways, and landscaping (including scenic fencing and irrigation); traffic signs and signalization (including overhead street signage); street lighting and signs; burial of utility lines (including fiber optics); erosion and sediment control measures; grading, drainage and other related work; survey work, soil engineering, inspection fees and construction staking; and all other costs and improvements necessary and appurtenant thereto.



**ORDINANCE O-44-2024**

**AN ORDINANCE TO CREATE TWO HAMLET TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARE IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE NEW ALBANY PLAIN LOCAL SCHOOL DISTRICT AND THE EASTLAND-FAIRFIELD CAREER CENTER; PROVIDE COMPENSATION PAYMENTS FOR THE PLAIN TOWNSHIP FIRE DEPARTMENT AND TO FRANKLIN COUNTY; ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND AND ACCOUNTS THEREIN FOR THE DEPOSIT OF THE REMAINDER OF THE SERVICE PAYMENTS; SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICTS; AND TO APPROVE AND AUTHORIZE THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT**

**WHEREAS**, this Council desires to facilitate the development by NoNA Master Development, LLC (the “Developer”) of approximately one hundred ninety-five (195) owner occupied residential units in order to increase available housing options within the City (the “Project”); and

**WHEREAS**, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

**WHEREAS**, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”), authorize this Council to declare the improvements to certain parcels of real property located within the City to be a public purpose and exempt from real property taxation, require owners of those parcels to make service payments in lieu of taxes in an amount equal to such exempted taxes, provide for the distribution of the applicable portion of those service payments to the New Albany Plain Local School District and the Eastland-Fairfield Career Center (each a “School District”) and Franklin County, provide for the deposit of the remainder of those service payments into a municipal public improvement tax increment equivalent fund and accounts therein, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

**WHEREAS**, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Hamlet Incentive District #1 and the Hamlet Incentive District #2 (each an

“Incentive District” and together the “Incentive Districts”) pursuant to the TIF Statutes, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”); and

**WHEREAS**, this Council has determined that it is necessary, appropriate, and in the best interest of the City to exempt from taxation one hundred percent (100%) of the improvement to each parcel as permitted and provided in Section 5709.40(B), (C) and (D) of the Ohio Revised Code for thirty (30) years and to simultaneously direct and require the current and future owner of each Parcel (each such owner individually, an “Owner,” and collectively, the “Owners”) to make annual Service Payments (as defined in Section 4 of this Ordinance); and

**WHEREAS**, the City has determined that a portion of the Service Payments shall be paid directly to each School District in an amount equal to the real property taxes that School District would have received if the Improvement to the Parcels had not been exempted from taxation pursuant to this Ordinance; and

**WHEREAS**, the City provided timely notice of this Ordinance to the Franklin County Commissioners under Section 5709.40(E)(1) of the Revised Code, the Franklin County Commissioners on October 15, 2024 adopted their Resolution No. 0804-24 objecting to this Ordinance, and in Section 6(ii) of this Ordinance the City is providing compensation to the County under Section 5709.40(E)(2) of the Revised Code; and

**WHEREAS**, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund and an account in that fund for each Incentive District in which there shall be deposited the remaining Service Payments distributed to the City from that Incentive District; and

**WHEREAS**, this Council has determined to provide for the execution and delivery of a Tax Increment Financing Agreement (the “TIF Agreement”) which may more fully provide for the collection of Service Payments; and

**WHEREAS**, the Board of Education of New Albany Plain Local School District has waived any and all requirements for notice from the City under Sections 5709.40 and 5709.83 of the Ohio Revised Code in furtherance of the commitment made by the City in the Compensation Agreement entered into between the City and that Board of Education; and

**WHEREAS**, the City has provided timely notice to the Board of Education of the Eastland-Fairfield Career Center as required by Sections 5709.40 and 5709.83 of the Ohio Revised Code; and

**WHEREAS**, the City has determined to provide compensation payments for the Plain Township Fire Department.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of New Albany, Franklin County, Ohio, that:

**Section 1.** Incentive District Findings and Determinations; Creation of Incentive Districts. This Council hereby: (i) adopts the Economic Development Plan for the Incentive District now on file with the Clerk of the City Council; (ii) accepts and adopts the City Engineer's certification to this Council and the City Engineer's findings set forth therein that (a) the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan, and (b) that each Incentive District is less than 300 acres in size and enclosed by a continuous boundary; (iii) identifies the Project, which is to be undertaken in each Incentive District, as placing additional demand on the Public Infrastructure Improvements identified in Section 2 of this Ordinance; (iv) finds and determines that the City sent written notice of the public hearing regarding this Ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by Section 5709.40(C)(2) of the Ohio Revised Code; (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner's property from that Incentive District; and (vi) finds and determines that notice of this Ordinance does not need to be delivered to the New Albany Plain Local School District and has been delivered to the Eastland-Fairfield Career Center in accordance with and within the time periods prescribed in Sections 5709.40 and 5709.83 of the Ohio Revised Code. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2023 and the taxable value of all real property in the City that would have been taxable in tax year 2023 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2023. Pursuant to the TIF Statutes, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A, attached hereto.

**Section 2.** Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by Ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, Parcels in each Incentive District (the "Public Infrastructure Improvements" or "Improvements"): enhancement of public waterways by stream restoration, improvements and enhancements for Sugar Run, public parking lot construction and paving, permeable and nonpermeable pavers, landscaping (including trees, hedges and walls), lighting upgrades, recreation facilities including a civic green, playgrounds and pavilions, burying power lines and providing a dedicated right turn lane northbound on S.R. 605 (New Albany Condit Road), and land acquisition for the foregoing. The costs of the improvements include but are not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code.

**Section 3.** Life of Incentive Districts: Authorization of Tax Exemption. Both Incentive Districts shall commence with the first tax year in which they have a combined market value of at least \$50,000,000 of building improvements (\$17,500,000 of assessed value of "improvements" as defined in Section 5709.40(A)(4)) that would first appear on the tax list and duplicate of real and public utility property for Parcels within the combined area constituting both Incentive Districts were it not for the exemption granted in this Ordinance and ends on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the TIF Statutes (the "Incentive District Life").

Pursuant to and in accordance with the provisions of Sections 5709.40(C) and (D) of the Ohio Revised Code, this Council hereby declares that one hundred percent (100%) of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in ORC Section 5709.40(A)) is a public purpose and shall be exempt from taxation for the Incentive District Life for the applicable Incentive District. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 4 of this Ordinance are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

**Section 4.** Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

**Section 5.** Tax Increment Equivalent Fund. This Council hereby establishes the Hamlet Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund") and an account therein for each Incentive District. The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each parcel and so deposited pursuant to the TIF Statutes shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolve and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Statutes.

**Section 6.** Distribution of Funds; Payments to Franklin County and for Plain Township Fire Department. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Incentive District Service Payments and Property Tax Rollback Payments as follows:

(i) to each School District, an amount equal to the amount the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance;

(ii) to Franklin County, in the eleventh and subsequent year of each Exemption the compensation provided in Section 5709.40(E)(2) of the Revised Code; and

(iii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by this Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued to pay for Public Infrastructure Improvements, all amounts owed to reimburse the costs of any Public Infrastructure Improvements previously paid, including interest payable on those amounts, and all amounts owed to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

These distributions are requested to be made at the same time and the same manner as real property tax distributions. The Director of Finance shall cooperate with the County Treasurer in the making of such distributions and shall make those distributions not made by the County Treasurer.

This Council also authorizes payments to be made to Plain Township in an amount equal to the Service Payments and Property Tax Rollback Payments generated by real property taxes levied for Plain Township Fire Department purposes.

**Section 7.** Tax Increment Financing Agreement. The Tax Increment Financing Agreement by and between the City and the Developer, in the form presently on file with the Clerk of the Council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City which shall be approved by the city manager. The City Manager, for and in the name of this City, is hereby authorized to execute that Agreement and approve the character of any changes or amendments thereto as not inconsistent with this Ordinance and not substantially adverse to this City that are approved by the City Manager, which approval shall be conclusively evidenced by the city manager's execution of that CRA Agreement.

**Section 8.** Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

**Section 9.** Filings with Ohio Department of Development. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager or other appropriate officer of the City is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its passage. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect, the City Manager or other appropriate officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

**Section 10.** Tax Incentive Review Council. This Council hereby designates the Tax Incentive Review Council created pursuant to Resolution R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set



forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

**Section 11.** Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

**Section 12.** Effective Date. Pursuant to Article 6.07(b) of the New Albany Charter, this Ordinance shall become effective thirty (30) days after adoption.

Attest:

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

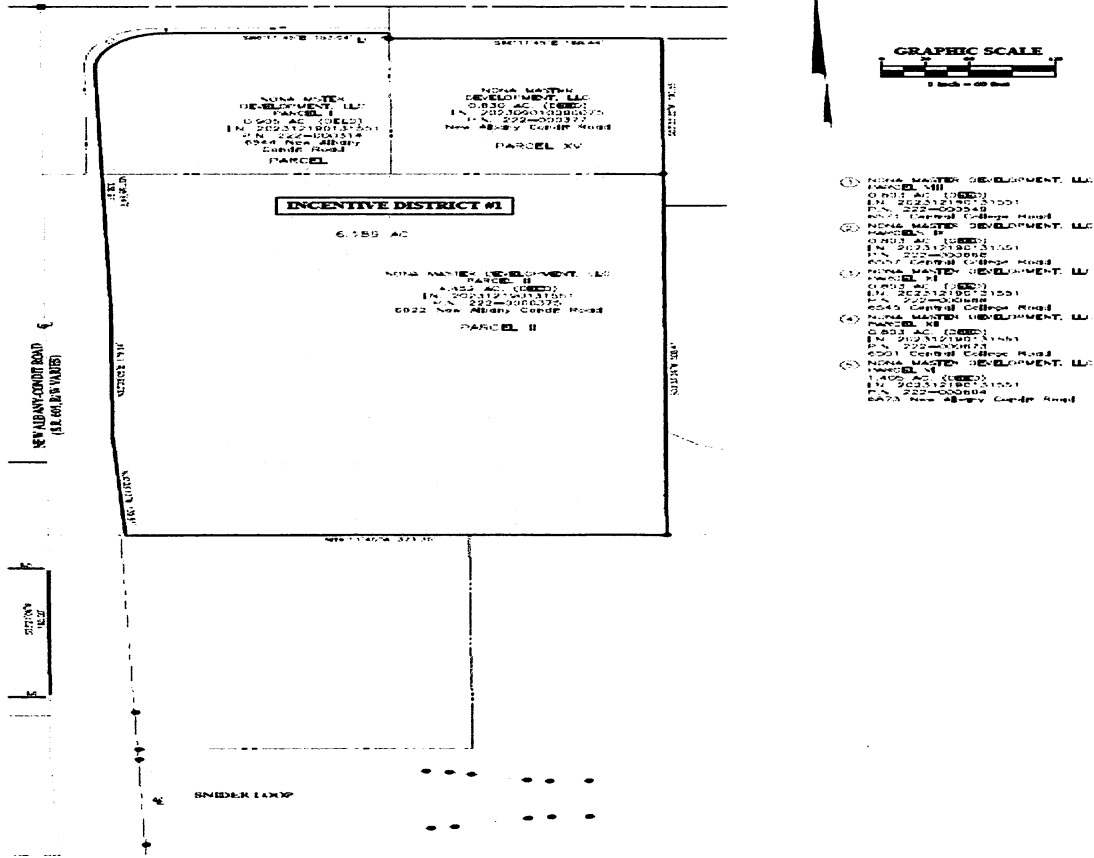
**Legislation dates:**

Prepared:	10/26/2024
Revised:	11/01/2024
Introduced:	11/05/2024
Revised:	11/15/2024
Adopted:	

**EXHIBIT A – O-44-2024**

**INCENTIVE DISTRICTS**

**Incentive District #1**



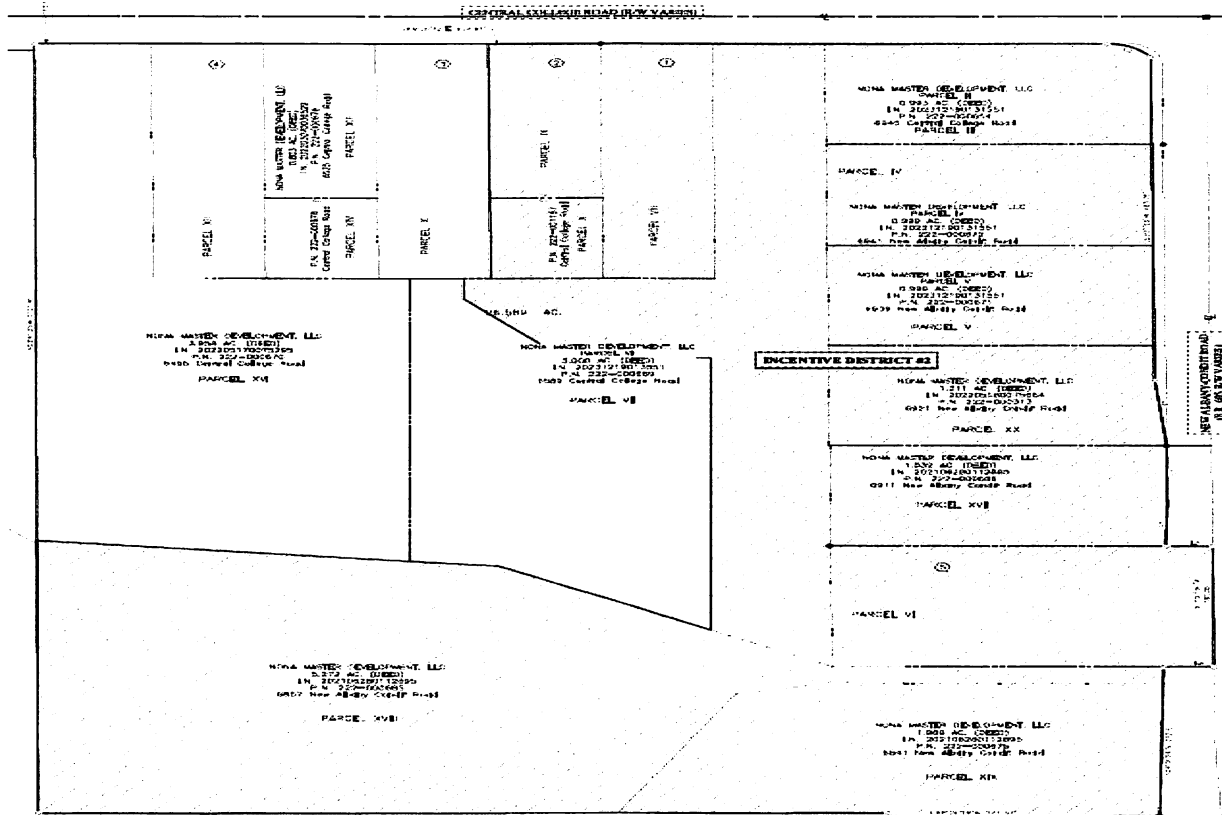
All or a portion of the following parcels of real estate situated in the City of New Albany are included in Incentive District No. 1 shown on the above maps:

**Tax Parcels<sup>1</sup> in Hamlet Incentive District #1:**

- 222-000377-00
- 222-000314-00
- 222-000375-00

<sup>1</sup> These are current tax parcel numbers that are subject to change over time.

## Incentive District #2



All or a portion of the following parcels of real estate situated in the City of New Albany are included in Incentive District No. 1 shown on the above maps:

### Tax Parcels<sup>2</sup> in Hamlet Incentive District #2:

- 222-000675-00
- 222-000685-00
- 222-000664-00
- 222-000686-00
- 222-000313-00
- 222-000671-00
- 222-000669-00 (partial)
- 222-000668-00
- 222-001167-00
- 222-000549-00
- 222-000672-00
- 222-000654-00

<sup>2</sup> These are current tax parcel numbers that are subject to change over time.



**ORDINANCE O-45-2024**

**ANNUAL APPROPRIATION ORDINANCE**

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025**

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

**WHEREAS**, Council for the City of New Albany, State of Ohio, wishes to fund the city's current expenses and other expenditures during fiscal year 2025.

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

**Section 1.** To provide for the current expenses and other expenditures within the 2025 Annual Budget Program of the City of New Albany during the fiscal year ending December 31, 2025, the annual sums as follows are hereby set aside and appropriated:

<b>Fund</b>	<b>Department</b>	<b>Category</b>	<b>Amount</b>
General	Police	Personal Services	9,280,011
General	Police	Operating and Contractual Services	630,161
General	Community Development	Personal Services	3,608,741
General	Community Development	Operating and Contractual Services	2,672,400
General	Public Service	Personal Services	4,844,077
General	Public Service	Operating and Contractual Services	3,026,650
General	Land & Building Maintenance	Personal Services	1,033,731
General	Land & Building Maintenance	Operating and Contractual Services	2,708,750
General	Council	Personal Services	567,816
General	Council	Operating and Contractual Services	82,400
General	Administrative Services	Personal Services	3,664,212
General	Administrative Services	Operating and Contractual Services	3,167,447
General	Finance	Personal Services	1,361,480
General	Finance	Operating and Contractual Services	1,281,850
General	Legal	Personal Services	500
General	Legal	Operating and Contractual Services	383,500

Fund	Department	Category	Amount
General	General Administration	Personal Services	273,200
General	General Administration	Operating and Contractual Services	1,413,600
General	N/A	Transfers & Other Financing Uses	11,480,643
		<b>Total General Fund</b>	<b>51,481,170</b>

Fund	Department	Category	Amount
Severance Liability	General Administration	Personal Services	220,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	155,000
Street Construction, Maintenance & Repair	N/A	Capital	500,000
State Highway	Public Service	Operating and Contractual Services	20,000
State Highway	N/A	Capital	20,000
Permissive Tax	Public Service	Operating and Contractual Services	155,000
Permissive Tax	N/A	Capital	30,000
Alcohol Education	Police	Operating and Contractual Services	1,000
Drug Use Prevention Program Grant	Police	Personal Services	15,000
Drug Use Prevention Program Grant	Police	Operating and Contractual Services	10,000
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
OneOhio Opioid	Police	Operating and Contractual Services	2,000
K-9 Patrol	Police	Personal Services	17,500
K-9 Patrol	Police	Operating and Contractual Services	3,000
Safety Town	Police	Operating and Contractual Services	39,200
DUI Grant	Police	Personal Services	10,000
DUI Grant	Police	Operating and Contractual Services	2,000
Law Enforcement Assistance	Police	Personal Services	1,200
Economic Development (NACA)	Community Development	Operating and Contractual Services	2,779,800
Economic Development (NACA)	Public Service	Operating and Contractual Services	690,000
Economic Development (NACA)	N/A	Transfers & Other Financing Uses	30,200
Economic Development (NAECA)	N/A	Transfers & Other Financing Uses	12,149,378
Local Fiscal Recovery	N/A	Capital	33,046,603
Hotel Excise Tax	Community Development	Operating and Contractual Services	200,000
Healthy New Albany Facilities	General Administration	Operating and Contractual Services	93,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	960,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	374,900
Hinson Amphitheater Fund	General Administration	Operating and Contractual Services	60,000
Alcohol Indigent	Administrative Services	Operating and Contractual Services	1,000
Mayors Court Computer	Administrative Services	Operating and Contractual Services	1,000
Court Special Projects	Administrative Services	Operating and Contractual Services	1,000
Clerk's Office Computer	Administrative Services	Operating and Contractual Services	1,000
Subdivision Development	Community Development	Operating and Contractual Services	1,000,000
Builder's Escrow	Community Development	Operating and Contractual Services	600,000

Fund	Department	Category	Amount
Oak Grove EOZ	Community Development	Operating and Contractual Services	4,893,081
Central College EOZ	Community Development	Operating and Contractual Services	2,278,703
Oak Grove II EOZ	Community Development	Operating and Contractual Services	4,712,864
Blacklick EOZ	Community Development	Operating and Contractual Services	4,853,714
Windsor TIF	General Administration	Operating and Contractual Services	955,000
Windsor TIF	N/A	Transfers & Other Financing Uses	5,736,680
Wentworth Crossing TIF	General Administration	Operating and Contractual Services	158,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	160,000
Hawksmoor TIF	General Administration	Operating and Contractual Services	82,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	132,101
Enclave TIF	General Administration	Operating and Contractual Services	29,000
Enclave TIF	N/A	Transfers & Other Financing Uses	30,000
Saunton TIF	General Administration	Operating and Contractual Services	72,000
Saunton TIF	N/A	Transfers & Other Financing Uses	120,000
Richmond Square TIF	General Administration	Operating and Contractual Services	94,000
Richmond Square TIF	N/A	Transfers & Other Financing Uses	88,381
Tidewater I TIF	General Administration	Operating and Contractual Services	205,000
Tidewater I TIF	N/A	Transfers & Other Financing Uses	300,000
Ealy Crossing TIF	General Administration	Operating and Contractual Services	182,500
Ealy Crossing TIF	N/A	Transfers & Other Financing Uses	250,000
Upper Clarenton TIF	General Administration	Operating and Contractual Services	268,000
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	292,100
Balfour Green TIF	General Administration	Operating and Contractual Services	14,000
Balfour Green TIF	N/A	Transfers & Other Financing Uses	18,380
Straits Farm TIF	General Administration	Operating and Contractual Services	420,000
Oxford TIF	General Administration	Operating and Contractual Services	33,000
Oxford TIF	N/A	Transfers & Other Financing Uses	149,000
Schleppi (Residential) TIF	General Administration	Operating and Contractual Services	160,000
Schleppi (Residential) TIF	N/A	Transfers & Other Financing Uses	240,000
Blacklick TIF	General Administration	Operating and Contractual Services	2,238,000
Blacklick TIF	N/A	Capital	3,500,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	270,812
Blacklick II TIF	General Administration	Operating and Contractual Services	15,700
Village Center TIF	General Administration	Operating and Contractual Services	715,000
Village Center TIF	N/A	Transfers & Other Financing Uses	500,000
Research & Technology District TIF	General Administration	Operating and Contractual Services	55,000
Oak Grove II TIF	General Administration	Operating and Contractual Services	527,500
Oak Grove II TIF	N/A	Capital	6,500,000
Village Center II TIF	General Administration	Operating and Contractual Services	278,500
Village Center II TIF	N/A	Transfers & Other Financing Uses	221,500
		<b>Total Special Revenue Funds</b>	<b>94,940,546</b>

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	28,559,373
		<b>Total Debt Service Funds</b>	<b>28,559,373</b>
Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	16,685,000
Capital Improvement	Finance	Operating and Contractual Services	115,000
Village Center Improvement	N/A	Capital	7,500,000
Village Center Improvement	Finance	Operating and Contractual Services	15,000
Park Improvement	N/A	Capital	3,715,000
Park Improvement	Finance	Operating and Contractual Services	30,000
Leisure Trail Improvement	N/A	Capital	450,000
Bond Improvement	N/A	Capital	54,700,000
Bond Improvement	N/A	Debt Service	300,000
Infrastructure Replacement	Finance	Operating and Contractual Services	11,000
Capital Equipment Replacement	N/A	Capital	2,104,300
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	75,000
Oak Grove II Infrastructure	N/A	Transfers & Other Financing Uses	3,500,000
Economic Development Capital	Finance	Operating and Contractual Services	60,000
Economic Development Capital	N/A	Capital	46,306,773
		<b>Total Capital Projects Funds</b>	<b>135,567,073</b>
		<b>Total All Funds</b>	<b>310,548,163</b>

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

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

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

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

**Section 6.** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that

all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

**Section 7.** Pursuant to Article VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 11/05/2024  
Introduced: 11/19/2024  
Revised:  
Adopted:  
Effective:





**RESOLUTION R-51-2024**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE JOINT SELF-INSURANCE AGREEMENT WITH THE CENTRAL OHIO HEALTH CARE CONSORTIUM FOR THE THREE-YEAR TERM, JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

**WHEREAS**, the City of New Albany (“City”) provides health and other insurance benefits to employees through the Central Ohio Health Care Consortium (“COHCC”); and

**WHEREAS**, the COHCC requires the City and other COHCC members to adopt the Joint Self-Insurance Agreement (“Agreement”) every three (3) years; and

**WHEREAS**, the Agreement has been revised for the next three (3) year term, January 1, 2025 through December 31, 2027; and

**WHEREAS**, council has determined that the Agreement should be executed.

**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 authorizes the city manager to enter into the Agreement, attached hereto as Exhibit A, regarding health and other insurance benefits.

**Section 2.** This Agreement shall supersede and replace all applicable state and local laws, which it has the authority to supersede and replace.

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

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Sloan T. Spalding  
Mayor

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Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

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Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 11/06/2024

Introduced: 11/19/2024

Revised:

Adopted:

Effective:

**AMENDED AND RESTATED  
CENTRAL OHIO HEALTH CARE CONSORTIUM  
JOINT SELF-INSURANCE AGREEMENT**

2025-2027

WHEREAS, Section 9.833 of the Ohio Revised Code permits any POLITICAL SUBDIVISION that provides health care benefits for its officers or employees to join in any combination with other POLITICAL SUBDIVISIONS to establish and maintain a joint self-insurance program to provide health care benefits pursuant to a written agreement (the “AGREEMENT”); and

WHEREAS, effective January 1, 1992, a number of POLITICAL SUBDIVISIONS joined together to form the Central Ohio Health Care Consortium Joint Self-Insurance Agreement with other POLITICAL SUBDIVISIONS and established a joint self-insurance program (the “Original Agreement”) to provide health care benefits for their officers and/or employees; and

WHEREAS, the Original Agreement was restated on July 1, 1994, through the implementation and execution of Amendment No. 1 to Central Ohio Health Care Consortium Joint Self-Insurance Agreement (“Amendment No. 1”); and

WHEREAS, in 1997, the MEMBERS of the POOL adopted Amendment No. 2 to Amendment No. 1 (“Amendment No. 2”), pursuant to which Sections 3.06(a) and 8.01(b) of Amendment No. 1 were amended; and

WHEREAS, in 2000, the MEMBERS further amended Amendment No. 1 and Amendment No. 2 by replacing existing Section 6.03 with a new provision regarding the POOL CONTRIBUTION FACTOR; and

WHEREAS, in 2003, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 7.01 Monthly Payments and Section 7.04 Assessments adding “Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof”; and

WHEREAS, in 2006, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 3.05 and making other minor clarification modifications; and

WHEREAS, in 2009, the MEMBERS amended Amendments No. 1 and No. 2 by modifying Section 4.03 to add the BOARD office of Treasurer; by modifying Section 4.03 to add the Treasurer to the Executive Committee; by modifying Section 4.05 to create a FINANCE COMMITTEE; and by modifying Section 4.03 to eliminate the term limitation for BOARD Chairman; and

WHEREAS, in 2016, the MEMBERS amended and restated the AGREEMENT, effective as of January 1, 2016 (the “2016 RESTATED AGREEMENT”), to incorporate all prior and current amendments into one document and to modify the AGREEMENT to: (1) create a mandatory reserve and specify the method to determine and create the

mandatory funding level; and (2) establish October 1<sup>st</sup> as the MEMBER withdrawal deadline; and

WHEREAS, in 2018, the MEMBERS again amended and restated the AGREEMENT, effective as of January 1, 2019 (the “2019 RESTATED AGREEMENT”), to provide the operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning January 1, 2019 and ending December 31, 2021; and

WHEREAS, in 2021, the MEMBERS again desire to amend and restate the AGREEMENT, effective as of January 1 2022, to provide the current operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning January 1, 2022, making the changes identified herein.

WHEREAS, in 2024, the Members again desire to amend and restate the AGREEMENT, effective as of January 1, 2025, to provide the current operating terms under the AGREEMENT for the three-year TERM of the AGREEMENT beginning, January 1, 2025, making the changes identified herein.

NOW, THEREFORE, the undersigned agree as follows:

## **ARTICLE ONE NAME**

Section 1.01. Name. The unincorporated joint self-insurance program known as the Central Ohio Health Care Consortium (the “POOL”) is hereby continued as stated herein.

Section 1.02. Duration. The POOL shall have a perpetual duration and shall continue until terminated pursuant to this AGREEMENT. Health benefits coverage hereunder for original MEMBERS initially commenced on January 1, 1992, immediately upon the termination of the health care coverage that previously was provided by Central Benefits Mutual Insurance Company.

Section 1.03. Legal Status. The POOL shall be deemed to be a legal entity, separate and apart from its MEMBERS, formed for the public purpose of enabling its MEMBERS to obtain insurance, to create a joint self-insurance program, and to provide for the joint administration of POOL as well as the FUNDS of the POOL.

Section 1.04. Effective Date. This AGREEMENT amends and completely supercedes the existing Central Ohio Health Care Consortium Joint Self-Insurance Agreement (the “2019 RESTATED AGREEMENT”). This restated AGREEMENT shall become effective as of January 1, 2025.

## **ARTICLE TWO DEFINITIONS**

Section 2.01. Act. “ACT” means Section 9.833 of the Ohio Revised Code (“ORC”) and any successor statute thereto, as amended from time to time.

Section 2.02. Administrator. “ADMINISTRATOR” means the entity designated to supervise the administration of the POOL and to perform such other duties as are set forth in any applicable Administration Agreement.

Section 2.03. Agreement. “AGREEMENT” means this Amended and Restated Central Ohio Health Care Consortium Joint Self-Insurance Agreement and all counterparts hereto, as amended from time to time.

Section 2.04. Board. “BOARD” means the Board of Directors of the POOL.

Section 2.05. Contribution(s). “CONTRIBUTION(S)” means any amounts paid by a MEMBER to any FUND.

Section 2.06. Fund. “FUND” or “FUNDS” means those amounts paid by MEMBERS pursuant to Articles Six and Seven of this AGREEMENT.

Section 2.07. Member. “MEMBER” means a POLITICAL SUBDIVISION that is a party to this AGREEMENT and that has not withdrawn from or been terminated from participation in the POOL.

Section 2.08. Political Subdivision. “POLITICAL SUBDIVISION” has the same meaning given to it by the ACT.

Section 2.09. Pool Contribution Factor. “POOL CONTRIBUTION FACTOR” has the meaning as defined in Section 6.03 hereof.

Section 2.10. Scope of Coverage. “SCOPE OF COVERAGE” means the coverage, limits and deductibles set forth in Section 4.07 hereof.

Section 2.11. Surplus Funds. “SURPLUS FUNDS” means the amount by which the FUNDS available to operate the POOL for any year or years exceed all of the costs, liabilities (including claim liabilities, claim reserves and reserves for terminal liability) and expenses of operating the POOL.

Section 2.12. Term. “TERM” means a three-year contract period entered into by the MEMBERS beginning January 1 of any of the following years: 2010, 2013, 2016, 2019, 2022, 2025, 2028.

Section 2.13. Vested and Non-Vested Members. “VESTED MEMBER” means any MEMBER who (1) was an original MEMBER of the POOL (*i.e.*, as of January 1,

1992) as well as (2) any MEMBER after such MEMBER has completed one full three-year TERM. "NON-VESTED MEMBER" means any MEMBER who is not a VESTED  
Section 2.14. Terms Defined Elsewhere.

ACTUARY	Section 4.07(s)
BENEFITS COMMITTEE	Section 4.05(b)
CERTIFIED PUBLIC ACCOUNTANT or CPA	Section 4.07(s)
DIRECTOR	Section 3.04(c)
ELECTION	Section 3.05(c)
EXPECTED COSTS	Section 7.01
FINANCE COMMITTEE	Section 4.05(a)
FUNDING RATE	Section 7.01
INCURRED BUT NOT REPORTED or IBNR	Section 6.04
POOL	Section 1.01
SECOND ELECTION	Section 3.05(d)
SMALL MEMBER GROUP	Section 6.03
2016 RESTATED AGREEMENT	Recitals
2019 RESTATED AGREEMENT	Section 1.04
2022 RESTATED AGREEMENT	Section 1.04
2025 RESTATED AGREEMENT	Section 1.04

### **ARTICLE THREE MEMBERSHIP**

Section 3.01. Qualification. An applicant seeking membership in the POOL must meet all of the qualifications required by the ACT and, in the case of a NON-VESTED MEMBER, must demonstrate to the satisfaction of the BOARD the financial ability to pay all CONTRIBUTIONS.

Section 3.02. Application. All applicants to become MEMBERS shall apply for membership in any manner and on any form approved by or acceptable to the BOARD.

Section 3.03. Effective Time of Membership. An applicant shall become a MEMBER at the time that a duly authorized officer of the applicant executes, and a duly authorized officer of the POOL accepts, this AGREEMENT on behalf of the POOL. No applicant shall be permitted to become a MEMBER unless it provides written documentation satisfactory to the BOARD, in its sole judgment, that the applicant has the requisite capacity and authority, and has obtained all required approvals, to execute this AGREEMENT and to perform all of its obligations hereunder.

Section 3.04. Duties of Members. Each MEMBER agrees to do or cause to be done all of the following:

- (a) to cooperate with and institute all loss prevention procedures and guidelines developed by the BOARD or the ADMINISTRATOR;

(b) to adopt and institute wellness program components or options as identified by the BOARD or the ADMINISTRATOR;

(c) to designate a representative of the MEMBER (a "DIRECTOR") to serve on the BOARD, and to cause that DIRECTOR to attend all monthly and special meetings of the BOARD;

(d) to provide the ADMINISTRATOR access to the records of the MEMBER during normal business hours, upon 24 hours' prior written notice and only for the purpose of conducting necessary services related to the operation of the POOL and for no other purpose;

(e) to permit the ADMINISTRATOR and any agent or attorney of the ADMINISTRATOR or the POOL to represent the MEMBER in investigating, litigating and settling any claim made against the POOL or the MEMBER that is within the SCOPE OF COVERAGE provided by the POOL; and

(f) to promptly pay when and as due all CONTRIBUTIONS, assessments and uncovered losses (as described in Sections 7.02 and 7.03), if any, required under this AGREEMENT.

**Section 3.05. Terms of Membership.**

(a) Each original VESTED MEMBER of the POOL committed to remain a MEMBER for three years, until December 31, 1994. Thereafter, the MEMBERS agreed to continue the POOL for three successive three-year terms (each such three-year period hereunder, a "TERM"). In 2003, the MEMBERS agreed to continue the POOL for successive three-year TERMS indefinitely.

(b) The MEMBERS intend that the POOL shall continue in effect indefinitely for succeeding three-year TERMS, subject to the continual election of MEMBERS to remain participants in the POOL as provided below.

(c) On or before October 1, of the last year of the current TERM, each MEMBER of the POOL shall indicate in writing to the BOARD whether or not it intends to continue its participation beyond the current TERM (the "ELECTION"). At least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(d) If, at the ELECTION, MEMBERS representing more than one-third (1/3) of the total number of employees and officers of MEMBERS insured by the POOL at the time of the ELECTION opt to leave the POOL at the end of the applicable TERM, the MEMBERS who initially elected to continue their participation in the POOL shall be given another opportunity to indicate in writing whether they desire to continue in the

POOL beyond the current TERM (the "SECOND ELECTION"). The SECOND ELECTION shall be made by each remaining MEMBER on or before November 1, and at least two MEMBERS must elect during the SECOND ELECTION to continue their participation beyond the current TERM in order for the POOL to continue. If less than two MEMBERS elect during the SECOND ELECTION to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(e) If two or more MEMBERS elect to continue, either at the ELECTION or SECOND ELECTION, all such MEMBERS shall be required to participate for another three-year TERM; provided, however, that any such continuing MEMBER may voluntarily withdraw at the end of any year within that subsequent TERM upon compliance with the withdrawal provisions of Section 8.01 herein. The rights of MEMBERS to share in the SURPLUS FUNDS of the POOL upon withdrawal are governed by Section 8.01 hereof.

Section 3.06. Terms of Membership for Non-Vested Member.

(a) Upon initial entry into the POOL, each NON-VESTED MEMBER shall be required to remain a MEMBER, and may not withdraw from the POOL, until the December 31<sup>st</sup> following the second anniversary of the MEMBER'S joining the POOL. A MEMBER'S rights to participate in and/or withdraw from the POOL for any subsequent TERM shall be governed by Section 3.05 hereof.

(b) Subject to Section 8.01 hereof, NON-VESTED MEMBERS shall be entitled to share in SURPLUS FUNDS of the POOL on the same basis as VESTED MEMBERS. NON-VESTED MEMBERS shall pay a surcharge and/or otherwise buy into such surplus on terms established by the BOARD.

**ARTICLE FOUR  
BOARD OF DIRECTORS**

Section 4.01. Establishment of Board. The POOL shall have a Board of Directors, which shall, among other duties, determine the general policy of the POOL. Each MEMBER shall be entitled to appoint one DIRECTOR to the BOARD.

Section 4.02. Term of Directorships. A person appointed by a MEMBER to serve as a DIRECTOR on the BOARD shall remain in office until the earlier of (1) the date the POOL receives evidence of the appointment of his or her successor or (2) the effective time of the withdrawal from or termination of the appointing MEMBER'S participation in the POOL.

Section 4.03. Officers and Executive Committee. The BOARD shall annually elect from the DIRECTORS of the BOARD a Chairman, a Vice-Chairman, a Secretary,



and a Treasurer. The DIRECTORS receiving the largest number of votes for each office shall be elected.

The BOARD shall annually elect an executive committee to be comprised of the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the POOL, and two other DIRECTORS. The two DIRECTORS receiving the largest number of votes for the executive committee shall be elected. The executive committee may bind the BOARD only as to matters over which the BOARD has given express authorization.

**Section 4.04. Meetings.**

(a) Meetings of the BOARD shall be held monthly at such time as the Secretary shall prescribe. Such meetings may be held and attended in person or electronically through teleconference, video conference or other appropriate means. Unless waived, the Secretary shall give written or electronic notice to each DIRECTOR of the time, date, place, and format of each meeting, at least seven days prior to each meeting. This notice may, but is not required to, contain an agenda of items to be discussed. Any item of POOL business may be considered at the monthly meetings contained in the notice of the meeting.

(b) Special meetings may be called by the ADMINISTRATOR, the Chairman, or by a majority of the DIRECTORS. Only items listed for discussion in the notice of the special meeting may be considered. Unless waived, the Secretary shall give written or electronic notice to each DIRECTOR of the time, date, place, format and purposes of a special meeting at least three days prior to each meeting.

**Section 4.05. Committees of the Board.**

(a) The BOARD shall appoint a standing finance committee (“FINANCE COMMITTEE”) consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by the Treasurer. The FINANCE COMMITTEE shall be responsible for the POOL’s pricing policies and related matters.

(b) The BOARD shall also appoint a standing benefits committee (“BENEFITS COMMITTEE”) consisting of as many DIRECTORS, proxies or other designees as the BOARD chooses and to be chaired by a member of the BENEFITS COMMITTEE as selected by its members. The BENEFITS COMMITTEE shall be responsible for evaluating benefit plan designs, wellness initiatives and related matters.

(c) The Chairman or BOARD may from time to time appoint ad hoc committees consisting of no fewer than five of the DIRECTORS. Membership of the ad hoc committees may be changed at any time by the Chairman or by the BOARD. An ad hoc committee may bind the BOARD only as to matters over which the BOARD has given such committee express authorization.

**Section 4.06. Compensation.** DIRECTORS shall be entitled to reimbursement of actual expenses incurred in the pursuit of POOL business and such other reasonable and lawful compensation as may be awarded from time to time by the BOARD.

**Section 4.07. Powers and Duties.** The BOARD is authorized and directed to carry out each and every act necessary, convenient or desirable to and for carrying out the purpose of this AGREEMENT and the POOL, including, but not limited to:

- (a) hiring the ADMINISTRATOR;
- (b) receiving MEMBERS' CONTRIBUTIONS;
- (c) administering the POOL and settling and paying, or causing the payment of, claims on behalf of the MEMBERS;
- (d) making and entering into contracts to conduct and operate the POOL, including, but not limited to, the execution of an administrative agreement with the ADMINISTRATOR;
- (e) employing agents and employees on behalf of the POOL;
- (f) establishing and adopting requirements for membership in the POOL, including, but not limited to, a potential member's commitment to certain wellness initiatives to be identified by the BOARD and/or the ADMINISTRATOR;
- (g) approving new MEMBERS;
- (h) terminating the participation of existing MEMBERS;
- (i) approving and amending the annual budget of the POOL;
- (j) resolving disputes over the SCOPE OF COVERAGE provided by the POOL;
- (k) approving educational and other programs relating to risk reduction;
- (l) approving reasonable and necessary loss reduction and preventive procedures to be followed by all MEMBERS;
- (m) approving each MEMBER'S FUNDING RATE (as that term is defined in Section 7.01 hereof);
- (n) establishing rules and regulations regarding the payment of FUNDS from the POOL as shall from time to time seem appropriate or necessary, including the payment of reasonable expenses related to the administration of the POOL;

(o) establishing and adopting policies for the administration of the POOL and/or the management and investment of the FUNDS, including, but not limited to investment and mandatory reserve policies as well as policies for pricing and rating;

(p) investing POOL FUNDS;

(q) providing surety and/or fidelity bonds for DIRECTORS and all persons charged with the custody or investment of POOL FUNDS;

(r) purchasing directors and officers, errors and omissions and such other insurance coverage for the benefit of the POOL and its DIRECTORS as the BOARD shall deem necessary, appropriate or desirable;

(s) hiring an independent actuary who shall be a member of the American Academy of Actuaries (the "ACTUARY") as well as a certified public accountant ("CERTIFIED PUBLIC ACCOUNTANT" or "CPA") to perform duties required by the ACT or otherwise by the BOARD;

(t) hiring independent legal counsel to provide services to the BOARD and POOL, as necessary;

(u) establishing one or more bank accounts, which may include establishing a trust(s) with the trust department(s) of one or more National bank(s), to collect premiums, pay claims and otherwise to manage and account for all POOL FUNDS;

(v) requiring the ADMINISTRATOR to provide evidence of coverage satisfactory to the BOARD with respect to stop-loss and/or any other kind of insurance purchased by the ADMINISTRATOR for the benefit of the POOL; and

(w) determining whether the POOL has any SURPLUS FUNDS and, if so, how such SURPLUS FUNDS shall be utilized for the operation of the POOL and/or shall be distributed to MEMBERS, in accordance with the terms of this AGREEMENT.

The coverage, limits, deductibles and other terms of the health care benefits (the "SCOPE OF COVERAGE") to be provided by the POOL are described in documents maintained by the BOARD and incorporated herein by this reference. From time to time, the BOARD may revise the SCOPE OF COVERAGE as it deems necessary or appropriate.

The BOARD may delegate one or more of its duties to one or more committees established under Section 4.05, with oversight and approval retained by the BOARD.

Section 4.08. Voting; Proxies. Each DIRECTOR shall be entitled to one vote on each matter voted upon by the BOARD, except that the Chairman shall have an additional vote in the event of a tie. A DIRECTOR may be represented and may vote by a proxy appointed by an instrument in writing signed by the DIRECTOR and confirmed by the MEMBER which elected such DIRECTOR, but such instrument must be filed

with the Secretary of the meeting before the person holding the proxy shall be allowed to vote.

The BOARD may include in any process or procedure for administering the POOL, including voting, the use of alternative media, including, but not limited to, telephonic, facsimile, computer or other such electronic means as available. Use of alternative media shall be deemed to satisfy any requirements of the POOL or this AGREEMENT requiring a "written" document or an instrument signed "in writing" to the extent permissible under the ORC, or the Internal Revenue Code of 1986, as amended, if applicable.

Section 4.09. Quorum. A quorum of the BOARD shall consist of fifty percent (50%) of the DIRECTORS. Except as provided in Section 11.09 below, the affirmative vote of a majority of the DIRECTORS present at a meeting at which a quorum is present shall be the vote of the BOARD.

## **ARTICLE FIVE ADMINISTRATOR**

Section 5.01. Contract. The BOARD shall contract with an ADMINISTRATOR and delegate to such ADMINISTRATOR some or all of its contractual powers and duties (set forth in Article Four above), as the BOARD shall deem advisable.

Section 5.02. Annual Report. The BOARD shall require the ADMINISTRATOR to prepare and present to the BOARD an annual report regarding the condition of the POOL, within 90 days after each calendar year end. The report shall be in such form and include such information as is prescribed by, or acceptable to, the BOARD. The report may be consolidated with the ADMINISTRATOR'S budget recommendation required by Section 6.02 hereof.

## **ARTICLE SIX POOL FUNDS**

Section 6.01. Establishment of the Funds(s). The BOARD shall establish one or more FUNDS which shall consist of MEMBER CONTRIBUTIONS in amounts it deems sufficient to annually fund the administrative expenses of the POOL; to purchase excess insurance, stop-loss insurance or reinsurance for the POOL; to pay current year claims and claim expenses and to establish and maintain sufficient reserves. At or about the close of any three-year TERM hereunder, the BOARD may also establish one or more FUNDS, which may consist of MEMBER CONTRIBUTIONS and/or any existing SURPLUS FUNDS, in amounts it deems appropriate to fund the claims, claims expense and other costs and expenses associated with the termination and run-off of the three-year TERM then ending.

Section 6.02. Budget. No later than October 1 in each POOL year, the ADMINISTRATOR shall prepare and submit to the BOARD an estimate of the budget of

the POOL for the succeeding calendar year. If the budget is acceptable to the BOARD, the BOARD shall approve such budget in the manner established in Article Four.

Section 6.03. Pool Contribution Factor. The POOL CONTRIBUTION FACTOR for each MEMBER of the POOL shall be as follows:

<b>Number of Employees and Officers Insured By the Member Group</b>	<b>Percent of Adjustment Related to the COHCC Pool Factors</b>	<b>Percent of Adjustment Related to the Member Entity Factors</b>
Less Than 50	90%	10%
50 - 99	75%	25%
100 – 124	60%	40%
125 – 149	50%	50%
150 – 199	35%	65%
200 - 299	20%	80%
300 +	10%	90%

With respect to those MEMBERS whose number of insured employees and officers is fewer than 50, all such MEMBERS shall be treated as a single group (the “SMALL MEMBER GROUP”). The POOL CONTRIBUTION FACTOR for each MEMBER in the SMALL MEMBER GROUP shall be determined by adding all employees and officers insured by all MEMBERS in the SMALL MEMBER GROUP, and by then applying the percentages shown in the chart shown above to that total. Such determination shall be reviewed at the conclusion of each TERM in order to determine whether any MEMBER should be removed from or return to the SMALL MEMBER GROUP, as well as the POOL CONTRIBUTION FACTOR to be applied for the upcoming TERM.

Each POOL CONTRIBUTION FACTOR shall remain constant for the entire life of the POOL, subject to change only as provided in Section 11.09 hereof. Notwithstanding the above, the BOARD shall have the authority to use reasonable discretion in the consideration of extenuating circumstances that may apply to any MEMBER in the determination and application of the appropriate POOL CONTRIBUTION FACTOR for such MEMBER. Further, the BOARD may develop and adopt policies regarding pricing and rates for MEMBERS, and particularly new NON-VESTED MEMBERS (as provided in Section 4.07(o)), based on the prior status of such MEMBER’s benefit programs (e.g., fully-insured, self-funded with run-out claims liability, self-funded without run-out claims liability etc.).

Additionally, and notwithstanding anything contained in this AGREEMENT elsewhere to the contrary, the MEMBERS in the SMALL MEMBER GROUP shall be treated as if they were a single MEMBER not only for purposes of determining their POOL CONTRIBUTION FACTOR, but also for purposes of allocating and distributing

SURPLUS FUNDS, establishing the FUNDING RATE for the SMALL MEMBER GROUP and determining and assessing supplemental payments to the POOL under Article Seven of the AGREEMENT. In each such case, the MEMBER'S rights and/or liabilities within the SMALL MEMBER GROUP shall be determined by dividing (a) the number of employees and officers insured by the MEMBER by (b) the total number of all employees and all officers insured by all MEMBERS within the SMALL MEMBER GROUP, and applying that fraction to each such MEMBER as the BOARD shall deem appropriate under the circumstances.

Except as otherwise provided in this Section 6.03, the MEMBERS in the SMALL MEMBER GROUP shall be treated as separate and distinct MEMBERS for all other purposes under the AGREEMENT. The BOARD shall have the authority to interpret this AGREEMENT to resolve any conflicts or issues arising out of the creation of the SMALL MEMBER GROUP and the allocation of any rights and liabilities to each MEMBER within the SMALL MEMBER GROUP.

Section 6.04. Mandatory Reserve. The BOARD shall establish a mandatory reserve for the purposes of protecting the FUND from future losses and maintaining fiscal solvency. This reserve shall be set aside for contingencies and potential unforeseen liabilities such as a spike in claims payments in excess of expected claims. The BOARD will adopt a Mandatory Reserve Policy which will outline mandatory reserve targets. For purposes of a NON-VESTED MEMBER, the pricing of such reserve amount will be phased in over the first two years of the NON-VESTED MEMBER'S participation in the POOL. Should additional CONTRIBUTIONS be required to achieve the reserve funding target, the BOARD shall determine a reserve surcharge for MEMBERS to be included in the MEMBERS' CONTRIBUTIONS.

Section 6.05. Surplus Funds. In the event that MEMBER CONTRIBUTIONS exceed claims and expenses for the FUND, the BOARD, shall first apply the SURPLUS FUNDS to the mandatory reserve. Should the reserve exceed the BOARD'S established funding target, the BOARD may, in its sole discretion, apply SURPLUS FUNDS toward the CONTRIBUTIONS of MEMBERS for any subsequent year, and/or fund any other necessary and proper cost, liability and/or expense of the POOL. Additionally, the BOARD may refund to its MEMBERS all or some portion of the excess payments, if any, made by its MEMBERS to the POOL, which reimbursement may be based on each MEMBER'S and the POOL'S loss experience and such other factors as the BOARD deems appropriate under the circumstances. The BOARD shall determine the amount of SURPLUS FUNDS, if any, as of December 31 of each year hereunder on or before April 1 in each succeeding year, and shall promptly communicate this information to each MEMBER.

Section 6.06. Purchase of Stop-Loss Insurance. . The BOARD shall continue to consider appropriate risk management products or services that could limit the financial liability to the POOL. The BOARD shall also investigate the purchase of specific stop-loss coverage, and upon the termination of the POOL, the availability of insurance to cover the terminal liabilities of the withdrawing MEMBERS, and shall purchase such coverage if deemed to be in the best interests of the MEMBERS

at that time. The BOARD may, in its discretion, create sub-pools for the allocation of the costs for any purchased stop-loss coverage, with such factors to be reviewed on an actuarial basis, and applied each TERM.

Section 6.07. Actuarial and Financial Reports. The BOARD shall require the ACTUARY and the CPA to prepare and deliver to the BOARD the report(s) required by the ACT.

## **ARTICLE SEVEN FUNDING SCOPE OF RISK SHARING PROTECTION**

Section 7.01. Monthly Payments. On or before October 1 in each year, the BOARD (after consultation with its ADMINISTRATOR, its ACTUARY or such other persons as the BOARD may deem necessary or appropriate) shall calculate the expected costs (“EXPECTED COSTS”) for the POOL for the next calendar year. EXPECTED COSTS shall include anticipated claims costs and fixed and administrative costs associated with the operation of the POOL, including premiums for stop-loss insurance, excess insurance and directors and officers’ liability insurance, errors and omissions insurance and fees for its ADMINISTRATOR, ACTUARY, CPA and legal counsel. After calculating EXPECTED COSTS and on or about October 1 in each year, the BOARD shall determine each MEMBER’S FUNDING RATE (“FUNDING RATE”) for the immediately following calendar year. A MEMBER’S FUNDING RATE shall be determined with reference to the number of employees and officers of the MEMBER who are covered by the POOL as of September 1, the loss experience of the MEMBER and the MEMBER’S POOL CONTRIBUTION FACTOR. FUNDING RATES shall be established so as to enable the POOL to satisfy its EXPECTED COSTS, as well as any additional funding deemed necessary or appropriate by the BOARD. By way of example, the BOARD may establish FUNDING RATES to provide funds in excess of EXPECTED COSTS in order to establish reserves for future POOL year operations.

FUNDING RATES shall be paid monthly by MEMBERS, and payment must be received by the POOL on or before the 15<sup>th</sup> of each month hereunder with no grace 1½% per month or portion thereof.

### Section 7.02. Assessments.

From time to time, the BOARD may require that MEMBERS make supplemental payments to the POOL for any necessary or appropriate purpose where there is reasonable concern that FUNDS then available to the POOL (whether through surplus, monthly payments of FUNDING RATES, stop-loss coverage, reinsurance or otherwise) will not be sufficient to meet the responsibilities of the POOL; provided, however, that the total of such supplemental payments and all payments under Section 7.01 hereof in any year shall not exceed two hundred percent (200%) of the EXPECTED COSTS for that POOL year. The BOARD may assess supplemental payments from MEMBERS, including withdrawn or terminated MEMBERS (related to their period of membership in

the POOL), for any one or more years of their membership. All assessments for supplemental payments shall be made proportionately among the MEMBERS of the POOL for the year as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

MEMBERS shall be responsible for supplemental payments during the life of the POOL and any later period when claims or expenses need to be paid which are attributable to any year of membership during which the event causing the expenses or claims requiring the supplemental payments occurred.

Section 7.03. Member Responsibility for Losses and Deficiencies.

(a) In the event that the losses of the POOL in any year exceed amounts paid to the POOL under Sections 7.01 and 7.02, together with all stop-loss, reinsurance and other coverage then in effect, then the payment of any uncovered losses shall be covered by the POOL and such losses shall be allocated to the MEMBERS as part of the POOL CONTRIBUTION FACTOR described in Section 6.03.

(b) In the event that the administrative costs and expenses of operating the POOL exceed the FUNDS available therefor, including but not limited to amounts available to the POOL by assessment under Section 7.02, then the BOARD may assess the MEMBERS for such deficiency. All such assessments shall be made proportionately among the MEMBERS for the year, as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

Section 7.04. Payment of Assessments. Each MEMBER shall promptly pay all assessments hereunder, and in each case no later than the forty-fifth (45<sup>th</sup>) day after the BOARD has given the MEMBER written notice of the assessment, with no grace period whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

**ARTICLE EIGHT  
MEMBER'S WITHDRAWAL OR TERMINATION**

Section 8.01. Withdrawal. (a) A VESTED MEMBER, or a NON-VESTED MEMBER that has completed its membership requirement as described in Section 3.06, may withdraw from the POOL by giving prior written notice to the POOL no later than October 1 of the year in which membership is to cease. The MEMBER'S withdrawal shall be effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 in the year in which such notice is given; provided, however, that the MEMBER shall remain liable thereafter for any assessments which the BOARD may make under Sections 7.02 and/or 7.03. At and after the effective time of withdrawal, the withdrawing MEMBER shall be wholly and solely responsible for providing health care (and other, if any)



benefits that previously had been provided by the POOL, including but not limited to any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

(b) No withdrawing MEMBER shall have any rights whatsoever to participate in a distribution of the SURPLUS FUNDS of the POOL, whether then or any time thereafter.

Section 8.02. Termination. Upon a vote of the BOARD taken in accordance with Article Four and upon five days' written notice, a MEMBER'S participation may be terminated if such MEMBER materially breaches or violates any of the terms of this AGREEMENT. Without limiting the generality of the foregoing, the failure of a MEMBER to promptly make payments to the POOL in complete conformity with the provisions of Article Seven shall be deemed to be a material breach and violation of this AGREEMENT which warrants termination. Upon termination, the terminated MEMBER shall (a) remain liable for any and all amounts remaining due and unpaid under Article Seven, (b) have no rights whatsoever to share in any SURPLUS FUNDS then and/or at any time thereafter, and (c) effective as of 11:59 p.m., local Columbus, Ohio time, on the effective date of termination as outlined in the written notice provided to the MEMBER, the terminated MEMBER shall be wholly and solely responsible for providing health care (and other, if any) benefits that previously had been provided by the POOL, including, but not limited to, any and all IBNR and/or terminal liabilities related to its prior POOL participation, to the extent such expenses exceed the total of the MEMBER's CONTRIBUTIONS for the last three months as an active MEMBER, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

## **ARTICLE NINE TERMINATION OF POOL**

Section 9.01. Termination. This AGREEMENT may be terminated only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. After a vote to terminate the POOL, the BOARD shall wind-up the POOL'S business as quickly as practicable, but in any event shall complete this process no later than 12 months after the termination date. During such period, the POOL shall continue to pay all claims and expenses until the POOL FUNDS are exhausted.

After payment of all claims and expenses, or upon the termination of the 12-month period, any remaining SURPLUS FUNDS held by the POOL shall be paid to the MEMBERS of the POOL who are MEMBERS as of the termination date. The BOARD shall determine the manner in which such SURPLUS FUNDS shall be distributed, and shall consider (a) the percentage relationship which each MEMBER'S CONTRIBUTIONS to the POOL for the prior three calendar years of the POOL bears to all MEMBERS' CONTRIBUTIONS to the POOL for that same period and (b) the loss experiences of each MEMBER for the prior three calendar years of the POOL. If, after

the payment of all claims and expenses, or upon the termination of the 12-month period, the POOL'S funds are not sufficient to pay claims and expenses, the payment of any uncovered losses shall revert to and be the sole obligation of the individual MEMBERS against which the claims or expenses were made, and the BOARD shall assess such MEMBERS for the full amount owed.

The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section 9.01.

The POOL shall not be responsible for any claims filed after the 12-month period. MEMBERS shall remain obligated to make payments to the POOL pursuant to Article Seven related to periods prior to the termination date.

## **ARTICLE TEN INDEMNIFICATION**

Section 10.01. Indemnification. Subject to the determination required by Section 10.03 below, the POOL shall indemnify any officer or DIRECTOR of the POOL who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the POOL), against expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by the officer or DIRECTOR in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section 10.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 10.02. Court-Approved Indemnification. Anything contained in this AGREEMENT or elsewhere to the contrary notwithstanding:

(a) the POOL shall not indemnify any officer or DIRECTOR of the POOL who was a party to any completed action or suit instituted by or in the right of the POOL to procure a judgment in its favor by reason of the fact that he is or was a DIRECTOR, officer, employee or agent of the POOL, in respect of any claim, issue or matter asserted in such action or suit as to which he shall have been adjudged to be liable for acting with

reckless disregard of the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the POOL shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 10.02.

Section 10.03. Determination Required. Any indemnification provided for under Section 10.01 and not precluded under Section 10.02 shall be made by the POOL only upon a determination that such indemnification of the officer or DIRECTOR is proper in the circumstances because he has met the requirements set forth in Section 10.01. Such determination may be made only (a) by a majority vote of a quorum consisting of DIRECTORS of the BOARD who were not and are not parties to, or treated with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested DIRECTORS so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the POOL or any person to be indemnified, within the past five years, or (c) by the court in which such action, suit or proceeding was brought, if any.

Section 10.04. Advances for Expenses. Expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 10.01 shall be paid by the POOL in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or DIRECTOR promptly as such expenses are incurred by him, but only if such officer or DIRECTOR shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 10.03 that he is not entitled to be indemnified by the POOL as provided under Section 10.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the POOL in such action or suit, he shall have been adjudged to be liable for acting with reckless disregard of the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he/she is fairly and reasonably entitled to all or part of such indemnification.

Section 10.05. Article Ten Not Exclusive. The indemnification provided by this Article Ten shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled, and shall continue as to a person who has ceased to be an officer or DIRECTOR of the POOL and shall inure to the benefit of the heirs, executors, executors, and administrators of such a person.

## **ARTICLE ELEVEN MISCELLANEOUS**

Section 11.01. Ohio Law Governs. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 11.02. Enabling Action by Members. If any action requiring the vote, consent or approval of any or all MEMBERS of the POOL is required in order to make permissible or lawful any actions contemplated by this AGREEMENT, each DIRECTOR will vote for such action on behalf of its MEMBER.

Section 11.03. Counterparts. This AGREEMENT and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original, but all counterparts taken together shall constitute one and the same AGREEMENT.

Section 11.04. Severability. The invalidity or unenforceability of any provision of this AGREEMENT in any particular respect shall not affect the validity and enforceability of any other provision of this AGREEMENT or of the same provision in any other respect.

Section 11.05. Captions. All captions used in this AGREEMENT are for convenience or reference only, do not form a substantive part of this AGREEMENT and shall not restrict or enlarge any substantive provision of this AGREEMENT.

Section 11.06. Notices. All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be mailed by regular U.S. mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to a MEMBER, to the DIRECTOR representing that MEMBER at such DIRECTOR'S address set forth on the last page of this AGREEMENT or at such other address as the MEMBER or DIRECTOR shall have furnished to the POOL in writing or (b) if to the POOL, at the POOL address set forth on the last page of this AGREEMENT and addressed to the attention of the Secretary of the POOL or at such other address as the POOL shall have furnished to the MEMBERS in writing. Each such notice or other communication shall for all purposes of this AGREEMENT be treated as effective or having been given (a) when delivered, if delivered personally or (b) if sent by mail, when deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed in compliance with this Section 11.06.

Notwithstanding the foregoing, the parties may elect to use alternative media for the purpose of providing such notices and communications, including, but not limited to, facsimile, computer or other such electronic means as are available, provided that any method used shall include a confirmation statement or receipt providing evidence that such transmission was received by the intended recipient.

Section 11.07. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto in respect of the subject matter of this AGREEMENT, and this AGREEMENT supersedes all prior and contemporaneous agreements between the parties hereto in respect of the subject matter of this AGREEMENT.

Section 11.08. Pronouns; Gender. All pronouns and any variations thereof used in this AGREEMENT to refer to any person or persons shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 11.09. Amendment. This AGREEMENT may be amended only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals to vote on any matter contemplated by this Section 11.09.

Section 11.10. Other Instruments. The MEMBERS agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this AGREEMENT.

Section 11.11. Non-Waiver. No failure by either party to this AGREEMENT to insist upon strict compliance with any term of this AGREEMENT, or to enforce any rights or seek any remedy upon any default of the other party, shall affect, or constitute a waiver of, the other party's right to insist upon such strict compliance, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous or subsequent default; nor shall any custom or practice of the parties at variance with any provision of this AGREEMENT affect, or constitute a waiver of, either party's right to demand strict compliance with all provisions of this AGREEMENT.

Section 11.12 Review by Legal Counsel. MEMBER recognizes that it is in its best interest to have this AGREEMENT reviewed by legal counsel to ensure that the POOL is suitable and appropriate for MEMBER.

Section 11.13 Review by Third-Party Service Providers. MEMBER recognizes that it is in its and the POOL's best interest for the BOARD to designate and/or engage

an ADMINISTRATOR, ACTUARY, CPA and such other consultants and service providers for the POOL as the BOARD determines are appropriate (each a "POOL SERVICE PROVIDER"). MEMBER and the POOL further recognize that it may be in MEMBER'S best interest for MEMBER to engage, at its sole expense, such other brokers, consultants and service providers as it determines are appropriate (each a "MEMBER SERVICE PROVIDER"). Upon MEMBER'S written request to and the written consent of the BOARD, which consent shall not be unreasonably withheld, a POOL SERVICE PROVIDER shall provide information with respect to MEMBER'S participation in the POOL to a MEMBER SERVICE PROVIDER in accordance with any procedures that may be established by the BOARD and consistent with the terms of the POOL SERVICE PROVIDER'S agreement or contract with the POOL or BOARD, to the extent permitted by applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended. Prior to providing any such requested information to a MEMBER SERVICE PROVIDER, the applicable POOL SERVICE PROVIDER may require MEMBER and/or the MEMBER SERVICE PROVIDER to sign a confidentiality or such similar agreement as the POOL SERVICE PROVIDER determines is or are appropriate in its discretion.

**AMENDED AND RESTATED  
CENTRAL OHIO HEALTH CARE CONSORTIUM  
JOINT SELF-INSURANCE AGREEMENT**

2025-2027

IN WITNESS WHEREOF, this AGREEMENT was executed on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the undersigned duly authorized officer of the MEMBER indicated below:

ACCEPTED FOR THE CENTRAL  
OHIO HEALTH CARE  
CONSORTIUM:

MEMBER ENTITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

094740.000001 4832-2504-8560.3



## RESOLUTION R-52-2024

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE FRANKLIN COUNTY ENGINEER AND THE CITY OF GAHANNA RELATED TO THE REPAIR AND RESURFACING OF A SECTION OF MORSE ROAD**

**WHEREAS**, Council desires to make infrastructure improvements that enhance vehicular and pedestrian safety throughout the city; and

**WHEREAS**, the section of Morse Road, generally located between US62 and Reynoldsburg New Albany Road, provides primary access to many people who live and work in New Albany; and

**WHEREAS**, certain land parcels owned by New Albany along the north side of Morse Road are the subject of a pending boundary adjustment with the City of Columbus and will be annexed to New Albany near term; and

**WHEREAS**, the subject roadway is in poor condition and the parties recognize the mutual benefits of collaboration to support the repair and resurfacing of this section of Morse Road and desire to establish a formal framework to memorialize their collective commitments through an Intergovernmental Agreement.

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

**Section 1.** The city manager is hereby authorized and directed to enter into an Intergovernmental Agreement with the Franklin County Engineer and The City of Gahanna, the same or substantially similar to Exhibit A.

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

**Section 3.** Pursuant to Article 6.07(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: 11/12/2024

Introduced: 11/19/2024

Revised:

Adopted:

Effective:

PROPOSED

**INTERGOVERNMENTAL AGREEMENT  
FOR THE REPAIR AND RESURFACING OF MORSE ROAD IN THE  
CITY OF GAHANNA, THE CITY OF NEW ALBANY, AND JEFFERSON AND PLAIN TOWNSHIPS**

This Intergovernmental Agreement for the repair and resurfacing of Morse Road in the City of Gahanna, City of New Albany, and Jefferson and Plain Townships ("Agreement") is entered into by and between the City of Gahanna, the City of New Albany, and the Franklin County Engineer ("Franklin County"), collectively the Parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, Section 9.482 of the Ohio Revised Code permits a political subdivision to enter into an agreement with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render; and

WHEREAS, this agreement is contingent upon the pending annexation of certain property from the City of Columbus to the City of New Albany; which is estimated to be completed during the first quarter of 2025; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a regional approach to the provision of certain services will be considered when the means for such cooperative efforts are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, the City of Gahanna, the City of New Albany, and the Franklin County Engineer have identified a need to repair and resurface Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 525' west of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A; and

WHEREAS, Franklin County is willing to include the repair and resurfacing of Morse Road in its annual County Resurfacing Program; and

WHEREAS, the parties are ready, willing, and able to contract on the terms and conditions hereinafter set forth, to provide for the traffic control installation and upgrades, and to provide for the payment of repair and resurfacing of Morse Road; and

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Franklin County shall include Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 600' west of the centerline of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A, in its annual County Resurfacing Program.
2. The parties agree that the total estimated cost for the work to be performed totals \$600,000. Upon completion of the work, the City of Gahanna and the City of New Albany shall pay to Franklin County an amount equal to one third (1/3) the actual cost of the work performed, estimated to be \$200,000 per agency, within thirty (30) days after receipt of an invoice from

Franklin County. The City of Gahanna, the City of New Albany, and Franklin County shall be responsible for the maintenance of the roadway within their respective jurisdictions after the repair and resurfacing is completed.

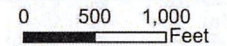
3. All work provided, and all payments required under this Agreement shall be completed on or before October 31, 2025.
4. The Parties are political subdivisions and are entitled to all the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
5. This Agreement does not in any way limit any power or function of either Franklin County, the City of Gahanna, or the City of New Albany with respect to any such functions being performed under this Agreement by the other political subdivision.
6. For employment relationship purposes, any provider of services shall be an employee of the political subdivision for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the other political subdivision and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.
7. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.
8. The effective date of this Agreement shall be the latest date signed below and terminate upon the City of Gahanna's and City of New Albany's final payment to Franklin County; provided, however, that either party may terminate this Agreement upon 30 days' advance written notice to the other party. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided.
9. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.
10. The Party receiving services shall provide a Certificate of Funds or Purchase Order signed by that political subdivision's fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.
11. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that

**Exhibit A - Morse Rd  
2025 Resurfacing Limits  
Map from US-62  
(Johnstown Rd) to  
Reynoldsburg-New  
Albany Rd.**

**Legend**

- Annexations  
AnnexationFabric
- Township
  - Columbus
  - Gahanna
  - New Albany

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin County Auditor's GIS Department of any discrepancies.



The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1988 (when displayed).



**Franklin County  
Engineer's Office**

**Brad Foster, P.E., P.S.**

Map Produced May 1, 2024



purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Franklin County Engineer's Office:

Franklin County Engineer's Office  
c/o Chief Deputy of Engineering  
970 Dublin Road  
Columbus, Ohio 43215

If to the City of Gahanna:

City of Gahanna  
Mayor's Office  
200 Hamilton Road  
Gahanna, Ohio 43230

If to the City of New Albany:

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

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

**FRANKLIN COUNTY**

Witness: Wm Pritchard  
Date: 11/03/2024

By: Brad Foster  
Brad Foster, P.E., P.S.  
Franklin County Engineer

**CITY OF GAHANNA**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF NEW ALBANY**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_