



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:

Fund	Department	Category	Amount
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
		Total General Fund	51,481,170

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
		Total Special Revenue Funds	94,940,546

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	28,559,373
		Total Debt Service Funds	28,559,373
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
		Total Capital Projects Funds	135,567,073
		Total All Funds	310,548,163

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 03 day of Dec, 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:	12/03/2024
Effective:	12/03/2024



RESOLUTION R-53-2024

A RESOLUTION TO REAPPOINT JOSEPH STEFANOV TO THE POSITION OF CITY MANAGER EFFECTIVE JANUARY 1, 2025 AND AUTHORIZE THE EXECUTION OF AN EMPLOYMENT AGREEMENT

WHEREAS, Joseph Stefanov has successfully served the City of New Albany in the capacity of village administrator and city manager for nearly 25 years; and

WHEREAS, during his tenure, Joseph Stefanov has been a trusted advisor to New Albany City Council and has served the community with the utmost dedication and reliability; and

WHEREAS, Joseph Stefanov has assembled a team of accomplished professionals who have consistently provided outstanding service to the community; and

WHEREAS, during his tenure, New Albany has experienced tremendous economic growth, enabling council to expand public services, build new community facilities, and continuously improve public infrastructure; and

WHEREAS, through his leadership and financial stewardship, the city has achieved an enviable financial position that includes multiple AAA bond ratings; and

WHEREAS, after approximately 34 years of public service, Joseph Stefanov has expressed his desire to retire on December 31, 2024; and

WHEREAS, Joseph Stefanov has expressed his desire to be rehired to the position of city manager, effective January 1, 2025, for a period of two (2) years, to provide adequate time for council to execute an effective transition strategy and conduct a thorough search and selection process for the next city manager.

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. Joseph Stefanov is hereby reappointed to the position of city manager effective January 1, 2025, following his retirement from the same position effective December 31, 2024.

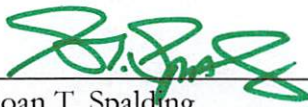
Section 2. Council hereby authorizes the mayor, on behalf of council, to execute an employment agreement with Joseph Stefanov, a copy of which is attached hereto as Exhibit A.

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

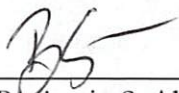
CERTIFIED AS ADOPTED this 03 day of Dec, 2024.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/06/2024
Introduced:	12/03/2024
Revised:	
Adopted:	12/03/2024
Effective:	12/03/2024

Exhibit A – R-53-2024

EMPLOYMENT AGREEMENT

The City of New Albany, an Ohio Municipal Corporation, (hereinafter called "City"), hereby agrees to employ Joseph F. Stefanov as City Manager (hereinafter called the "Manager") to perform the functions and duties of the City Manager as set forth in the City Charter, the New Albany Codified Ordinances and such other statutory and legally permissible duties and functions as Council shall direct or assign. The Manager agrees to accept such employment under the terms and conditions hereinafter set forth.

SECTION 1. SALARY AND EVALUATION

A. Council shall determine the Manager's base rate of compensation annually for calendar years 2025 and 2026, in addition to any cost of living increase given to non-union City employees during such period. Such annual base rate of compensation shall be determined on or before December 31. For calendar years 2025 and 2026, the Manager shall also be eligible for a merit-based performance bonus as Council may determine. Any merit-based performance bonus shall be a specified percentage of the Manager's annual base rate of compensation. Any such merit-based performance adjustment shall be independent of the base rate of compensation and shall be based on the Manager's successfully addressing goals established by Council. The Manager's compensation shall be payable in installments at the same time as other City employees are paid.

SECTION 2. AUTOMOBILE ALLOWANCE

The Manager shall be paid a monthly automobile allowance of six hundred dollars (\$600.00) per

Exhibit A – R-53-2024

month in lieu of reimbursement for travel expenses not associated with professional conferences and training.

SECTION 3. HOLIDAYS, VACATION, SICK LEAVE AND RETIREMENT

The Manager shall accrue holidays, personal leave, sick leave and retirement benefits pursuant to Chapter 155 of the City's Codified Ordinances. Upon his rehire on January 1, 2025, and again on January 1, 2026, the Manager shall be credited with two hundred and twenty-four (224) hours of vacation leave for his use. The Manager may carry-over any unused vacation from 2025 to 2026. However, the Manager shall not be permitted to “cash-out” any accrued, but unused vacation leave upon his separation from employment consistent with this Agreement.

SECTION 4. LIFE, HEALTH AND LIABILITY INSURANCE

The Manager shall receive life and health insurance pursuant to Chapter 155 of the City's Codified Ordinances. Additionally, the City will provide public official's liability insurance for the Manager.

SECTION 5. PROFESSIONAL DEVELOPMENT

Subject to budgetary constraints and approval of curriculum, Council hereby agrees to pay the travel and subsistence expenses of the Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the Manager and to adequately pursue

Exhibit A – R-53-2024

necessary official and other functions for Council, including but not limited to the Annual Conference of the International City Managers Association, the Ohio Municipal League, and such other national, regional, state and local governmental groups and committees thereof which the Manager serves as a member.

SECTION 6. DUES AND SUBSCRIPTIONS

Council agrees to pay the dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional development and for the good of City.

SECTION 7. HOURS OF WORK

A. It is recognized the Manager must devote time outside normal office hours to City business, and to that end the Manager will be allowed to take compensatory time off as deemed appropriate during said normal office hours.

B. The Manager shall not spend any time teaching, consulting, or other non-City related income producing activity without the express prior approval of Council.

SECTION 8. TERM OF AGREEMENT

A. The term of this Agreement shall be from January 1, 2025 through December 31, 2026. Notwithstanding any other provisions contained herein. The Manager agrees to remain in the exclusive employ of the City during the term of this Agreement. The Manager agrees not to become employed by

Exhibit A – R-53-2024

any other employer during the term of this agreement, unless Council terminates the Manager during the term of this agreement as provided in Section 9; or, the Manager resigns after proper notice as provided in Section 8 (C); or unless this provision is modified by mutual agreement of Council and the Manager.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the absolute right of Council, in its sole and exclusive discretion, to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 9, Paragraphs A and B, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from this position with the City. The Manager shall give Council ninety (90) days written notice should the Manager voluntarily resign this position prior to the expiration of this Agreement or any extensions thereof.

SECTION 9. SEVERANCE PAYMENT

A. In the event the Manager is terminated by Council prior to the expiration of this Agreement, and if at such time the Manager remains willing to perform the duties of the Manager, then Council agrees to pay the Manager a lump sum cash severance payment equivalent to the Manager's remaining salary payable through December 31, 2026 at the rate of pay at the time Council terminates Manager (the "Severance Payment"); provided, however, that if the Manager is terminated for willful failure or refusal to comply with the policies, rules, regulations, standards or direction established by Council, or if the Manager is convicted of an illegal act involving dishonesty, theft or misconduct, then Council shall have no obligation to make such Severance Payment.

Exhibit A – R-53-2024

B. In the event Council at any time during the term of this Agreement reduces the annual base rate of compensation or other financial benefits of the Manager in a percentage greater than an applicable across-the-board reduction for all non-union City employees, or in the event Council refuses, following written notice, to comply with any other provision benefiting the Manager, or the Manager resigns following a request by Council for such resignation, then, at the sole discretion of the Manager, the Manager may be deemed to be "terminated" on the effective date of Manager's resignation and the Manager shall be entitled to receive the Severance Payment set forth herein, based upon the Manager's salary prior to any such salary reduction

C. If the Manager voluntarily resigns during the effective dates of this Agreement, there shall be no Severance Payment.

D. During the effective dates of this Agreement, Council may hire and employ Manager's successor pursuant to employment terms different than contained herein, including greater compensation. During the period of dual employment with Manager and his successor, Manager shall retain his title as "City Manager." In the event Council hires and employs Manager's successor at a greater level of benefits during the life of this Agreement than Manager, such action by Council shall not be considered a termination of Manager pursuant to the terms of this Agreement, so long as Manager retains his role as City Manager and is not demoted. Similarly, Manager shall not be entitled to any increased benefit included in his successor's employment agreement, if any. If Council hires Manager's successor during the life of this Agreement, Manager is expected to assist in good faith with any transition.

Exhibit A – R-53-2024

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager; provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Codified Ordinances, or any other law.

B. All applicable provisions of the City Charter, City Codified Ordinances, regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereinafter may exist in the City, in addition to said benefits enumerated specifically for the benefit of the Manager, except as herein provided, shall also apply to the Manager, unless explicitly modified herein.

SECTION 11. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties, and replaces and supersedes any previous Agreements.

B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement shall become effective commencing January 1, 2025. If executed after such date, this agreement shall apply retroactively to January 1, 2025.

Exhibit A – R-53-2024

This Agreement is executed this ____ day of December, _____ at New Albany, Ohio.

SLOAN T. SPALDING, MAYOR
CITY OF NEW ALBANY, OHIO

JOSEPH F. STEFANOV, CITY MANAGER

APPROVED AS TO FORM:

BENJAMIN ALBRECHT, LAW DIRECTOR

Fiscal Officer's Certificate

As Finance Director of the City of New Albany, I do hereby certify that funds in the amount designated in this Contract have been lawfully appropriated or authorized or directed for the contract between the City of New Albany and Joseph F. Stefanov for this Contract and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certification now outstanding.

DATE: _____

Bethany Staats, FINANCE DIRECTOR



RESOLUTION R-54-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH NAIC PARTNERS, LLC, AND MAKING RELATED AUTHORIZATIONS

WHEREAS, the Council for the City of New Albany, Ohio (the "City") by its Resolution No. R-17-09 adopted March 3, 2009 (the "Original CRA Legislation"), created the Oak Grove II Community Reinvestment Area (the "Original Area"), and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-2012 adopted October 2, 2012, No. R-26-2013 adopted August 6, 2013, No. R-72-2014 adopted September 16, 2014, and R-49-2015 adopted November 17, 2015, No. R-45-2016 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-18 adopted July 17, 2018, No. R-41-18 adopted November 6, 2018, No. R-05-2019 adopted February 19, 2019, No. R-37-2019 adopted August 6, 2019, No. R-15-2021 adopted April 6, 2021, No. R-46-21 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, and No. R-38-2022 adopted November 15, 2022, No. R-21-2023 adopted April 18, 2023, and No. R-46-2023 adopted November 7, 2023 (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include the area known as the "Johnstown Monroe Area", "Johnstown Monroe Annex", "Licking Heights Annex", "Cobbs Road Annex", "Harrison Road Area", "Innovation Campus Area" "Innovation Campus Way Extension" "Beech Road South", "Babbitt Road", "Central College Road Area", "Jug Street North", "Jug Street South", "Innovation District East", "Innovation District East Expansion", "Mink Street and Green Chapel Road Expansion", "Beech Rd. & US 62 District" and "Northeast Business Park District", respectively, and certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Oak Grove II Community Reinvestment Area; and

WHEREAS, the Directors of the Department of Development of the State of Ohio and the Ohio Development Services Agency (successor and predecessor to one another) have determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

WHEREAS, NAIC Partners, LLC (the "Company") has submitted to the City the application attached to the Community Reinvestment Area Agreement (the "CRA Agreement") referred to in Section 1 of this Resolution (the "Agreement Application"), together with the fee referred to in Section 6 of that CRA Agreement; and

WHEREAS, the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis

that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City; and

WHEREAS, the City, having appropriate authority, desires to provide certain property tax incentives to encourage the development of the Project (as defined in the CRA Agreement); and

WHEREAS, the Boards of Education of both the Licking Heights Local School District and the Licking County Joint Vocational School District (also known as “Career and Technology Education Centers of Licking County” or “C-TEC”) have each waived their rights to receive notice under Section 5709.83 of the Revised Code in accordance with their respective compensation agreements entered into with the city of New Albany; and

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

Section 1. Community Reinvestment Area Agreement. The CRA Agreement for the Project, by and between the City and the Company, in the form presently on file with the Clerk of the Council which provides for a 100% CRA exemption up to 15-years for the proposed Project 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 CRA Agreement and approve the character of any changes or amendments thereto as not inconsistent with this Resolution 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 2. Further Authorizations. This Council hereby further authorizes and directs the city manager, the director of law, the director of finance, the community development director, the clerk of council, or any such other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions (including by not limited to making application and preliminary arrangements for financing that is then subject to formal approval by this Council) as may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution and the CRA and the MOU authorized and approved in this Resolution.

Section 3. Compliance with the Law. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.


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

CERTIFIED AS ADOPTED this 03 day of Dec, 2024.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	11/20/2024
Introduced:	12/03/2024
Revised:	
Adopted:	12/03/2024
Effective:	12/03/2024



RESOLUTION R-55-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH NEW ALBANY TOWNE CENTER LLC AND AMER AMAL TRUST

WHEREAS, it has been the city’s ongoing desire to create a street grid system in the historic Village Center to promote growth, increase pedestrian and vehicular connectivity, and promote a roadway framework complementary to the traditional town center style of development; and

WHEREAS, the City Council previously approved Resolution R-49-2023 to purchase property from Innovative Mortgage Real Estate LLC for future public roadway expansions within the agreement area; and

WHEREAS, the Urban Center Code requires the extension of Second Street, Third Street, and “Gingko Street” as public streets and additional public alleys to adjoining undeveloped areas to accommodate future connectivity; and

WHEREAS, New Albany Towne Center LLC and Amer Amal Trust (the “Parties”) own approximately +/-2.74 acres and intend to develop the same with approximately 4,000 square feet of commercial and retail space and 106 residential units, subject to the receipt of necessary reviews of and approvals by the New Albany Architectural Review Board; and

WHEREAS, New Albany Towne Center LLC and Amer Amal Trust agree to dedicate property necessary for public right-of-way via the platting process in exchange for commitments from the city to construct the public infrastructure.

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

Section 1. Second Amendment to Development Agreement. The Development Agreement, by and between the city and the Parties, in the form presently on file with the clerk of 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 the Development Agreement and approve the character of any changes or amendments thereto as not inconsistent with this Resolution 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 agreement.

Section 2. Compliance with the Law. This council finds and determines that all formal actions of this council concerning and relating to the adoption of this legislation were taken in an open meeting 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this 03 day of Dec, 2024.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	11/21/2024
Introduced:	12/03/2024
Revised:	
Adopted:	12/03/2024
Effective:	12/03/2024

AGREEMENT

This Agreement is made this ____ day of _____, 2024 (the “Effective Date”), by and between the City of New Albany, an Ohio home rule charter municipality (“City”), New Albany Towne Center LLC, an Ohio limited liability company (“NATC”), and Amer Amal Trust, an Ohio trust (“Amer Amal Trust”), which is the owner of certain property located at 48 North High Street, 34 Cherry Alley, 34 North High Street, 42 North High Street, 28 North High Street, and additional unaddressed properties along Cherry Alley located in the City (the “Property”, also known on the Effective Date as Franklin County Auditor Parcel Numbers 222-000013, 222-000051, 222-000052, 222-000060, 222-000085, 222-000086, and 222-000112). (The City, NATC, and Amer Amal Trust are collectively referred to as the “Parties” or individually as a “Party”)

WITNESSETH THAT:

In consideration of the mutual covenants hereinafter contained and for the purpose of improving road connectivity and future traffic circulation:

WHEREAS, the City’s Urban Center Code requires the extension of Second Street, Third Street, and Ginkgo Street as public streets and additional public alleys to adjoining undeveloped areas to accommodate future connectivity of the site as depicted in **Exhibit A**; and

WHEREAS, the Amer Amal Trust has agreed to remove and relocate the southern curb cut and access along North Street to a new public street known as Ginkgo Street, as is depicted on **Exhibit B**; and

WHEREAS, NATC is in contract to purchase the Property, which is shown on **Exhibit C**, and intends to develop the same with approximately 4,000 square feet of commercial and retail space, and 106 residential units, subject to the receipt of necessary reviews of and approvals by the City’s Architectural Review Board (the “ARB”); and

WHEREAS: the Parties have reached an agreement for the dedication of the necessary public right-of-way via the platting process in exchange for commitments from the City memorialized herein.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. COMMITMENTS BY AMER AMAL TRUST & NATC

- A. The Amer Amal Trust, itself and on behalf of its successors or assigns, as the owner of the Property, agrees to convey to City, at no cost, a maximum of 49 feet of right-of-way width for Ginkgo Street, Second Street, and Third Street and a maximum of 18 feet of right-of-way width for each of Cherry Alley and an unnamed east/west alley along the southern portion of the site, all of which may be utilized for street construction, sidewalks, tree lawns, underground utilities, streetlights, stormwater drainage, detention or retention ponds, and other related improvements, as depicted in **Exhibit D**. Such dedications shall be completed prior to the City beginning construction of the aforementioned streets and alleys via the execution of a final plat or replat containing these streets and alleys (a “Plat”). NATC consents to these dedications should they occur before it obtains ownership of the Property or, if it does obtain ownership of the Property prior to such dedications having occurred, it agrees to complete such dedications in the same manner as otherwise required by the Amer Amal Trust.

Exhibit A – R-55-2024

- B. All private site improvements shall be designed and constructed in conformance with the City's completed 100% construction documents for the Public Street Improvements and city standard construction specifications.
- C. NATC is obligated to prepare all plans, submit, and pay all fees related to a Certificate of Appropriateness application for review by the ARB (a "COA Application").

II. COMMITMENTS BY THE CITY

- A. Conveyance of public right of way. The City shall vacate and transfer to Amer Amal Trust, as the owner of the Property (or to NATC or others as a future owner of the Property, if applicable), a section of public right-of-way running east-west and being approximately 8.5 feet wide and 100 feet in length, located between the parcels at 42 North High Street (Franklin County Auditor Parcel Number 222-000060) and 48 North High Street (Franklin County Auditor Parcel Number 222-000013). This vacation and transfer shall occur as part of the approval of the Plat by the New Albany City Council or by a separate action by the New Albany City Council that occurs separately from but at the same meeting as the action to approve the Plat.
- B. Public Street Improvements. The City shall design, construct and pay for improvements and modifications to Gingko Street, Second Street, Third Street, Cherry Alley, and an unnamed east/west alley in accordance with design requirements contained in the COA application and in the approved Plat, including, but not limited to, pavement, relocating private utilities, installation of public utilities, vehicular traffic signage, storm water management infrastructure, streetlights, and lane striping (the "Public Street Improvements"). The City may also, at the City's option and sole cost and expense, construct and install sidewalks, street trees, and landscaping along portions of Gingko Street, Second Street, and Third Street.
- C. Stormwater Storage. The City shall design, construct and pay for a maximum of 5,490 cubic feet (cf) of stormwater storage volume within the public right-of-way that can credited and utilized by the Property.
- D. Right-of-Way and Plat. The City shall be responsible, at its sole cost and expense, for filing and obtaining approvals necessary to obtain review and approval of the Plat for Gingko Street, Second Street, Third Street, Cherry Alley, and an unnamed east/west alley improvements. The City will pay and be responsible for obtaining approvals for any variances necessary as part of the public street dedication and improvements on the Property.
- E. Project Coordination. The City will work with the Amer Amal Trust and/or NATC to coordinate bi-weekly planning/engineering project review meetings with City staff available to discuss the public and private improvements contemplated in this Agreement (the "Public Street Improvements") and provide appropriate planning, zoning and engineering feedback. The City will also coordinate weekly commercial plan review meetings wherein the chief building official/commercial plan reviewer and inspectors will set aside time each Thursday morning to meet with the construction team for the Amer Amal Trust and/or NATC. The two meetings may be combined by agreement of the Parties. The weekly meetings may be virtual via an agreed upon on-line meeting platform.
- F. The Public Street Improvements design shall be completed in accordance with the schedule of milestone dates described on Exhibit E hereto.

Exhibit A – R-55-2024

III. OTHER PROVISIONS

During construction of the Public Street Improvements, the City shall, at its sole cost and expense, provide the Owner and any tenants, occupants, licensees, invitees and guests of the Property (collectively, the “Owner Parties”) vehicular and pedestrian access to and from the Property to a public right-of-way in size and location sufficient to permit customary construction and general operations of the Owner Parties to continue while developing the Property in accordance with relevant permits issued by the City.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all previous written and oral negotiations, commitments, and understandings with respect to the subject matter hereof. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto and making specific reference to this Agreement.

V. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and when taken together shall constitute the entire agreement between the Parties.

VI. CONSIDERATION

Each Party to this Agreement recognizes that the rights and benefits received by the respective Parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration. The respective obligations of the Parties hereto shall be conditioned upon the COA Application having been approved by the City’s Architectural Review Board within four (4) calendar months after the COA Application is first placed on a meeting agenda for consideration by the ARB.

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns, including (but not limited to) successors owners of the Property.

IN WITNESS WHEREOF, the City, has signed this Agreement this _____ day of _____, 2024, NATC has signed this Agreement this _____ day of _____, 2024 and Amer Amal Trust has signed this Agreement this _____ day of _____, 2024.

AMER AMAL TRUST

By: _____

Print Name: _____

Its: _____

Date: _____

Exhibit A – R-55-2024
NEW ALBANY TOWNE CENTER LLC

By: _____

Print Name: _____

Its: _____

Date: _____

CITY OF NEW ALBANY, OHIO

By: _____

Joseph F. Stefanov, New Albany City Manager

Date: _____

Approved as to Form

Ben Albrecht, New Albany Law Director

Date: _____

EXHIBIT A

STREETS STANDARDS PLAN

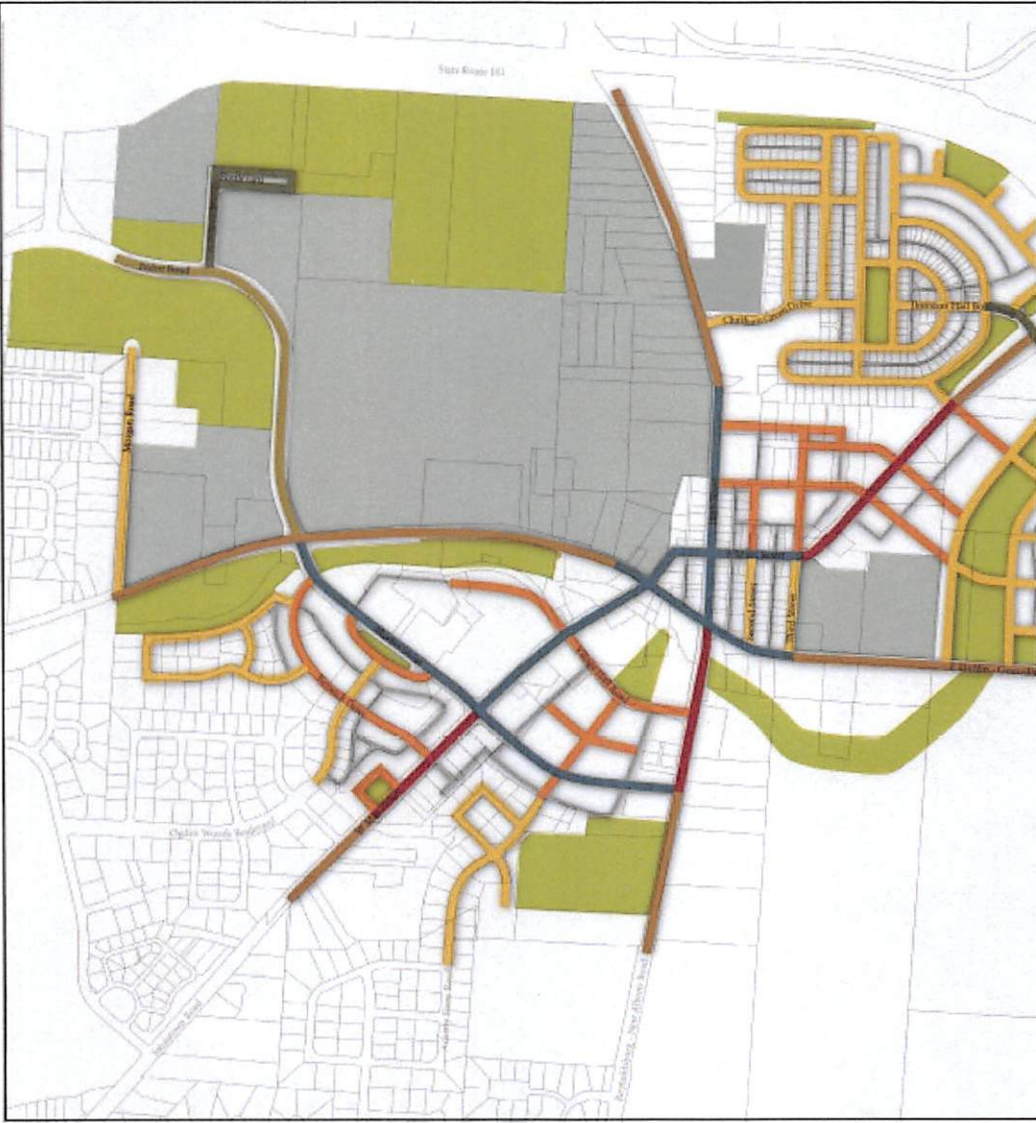
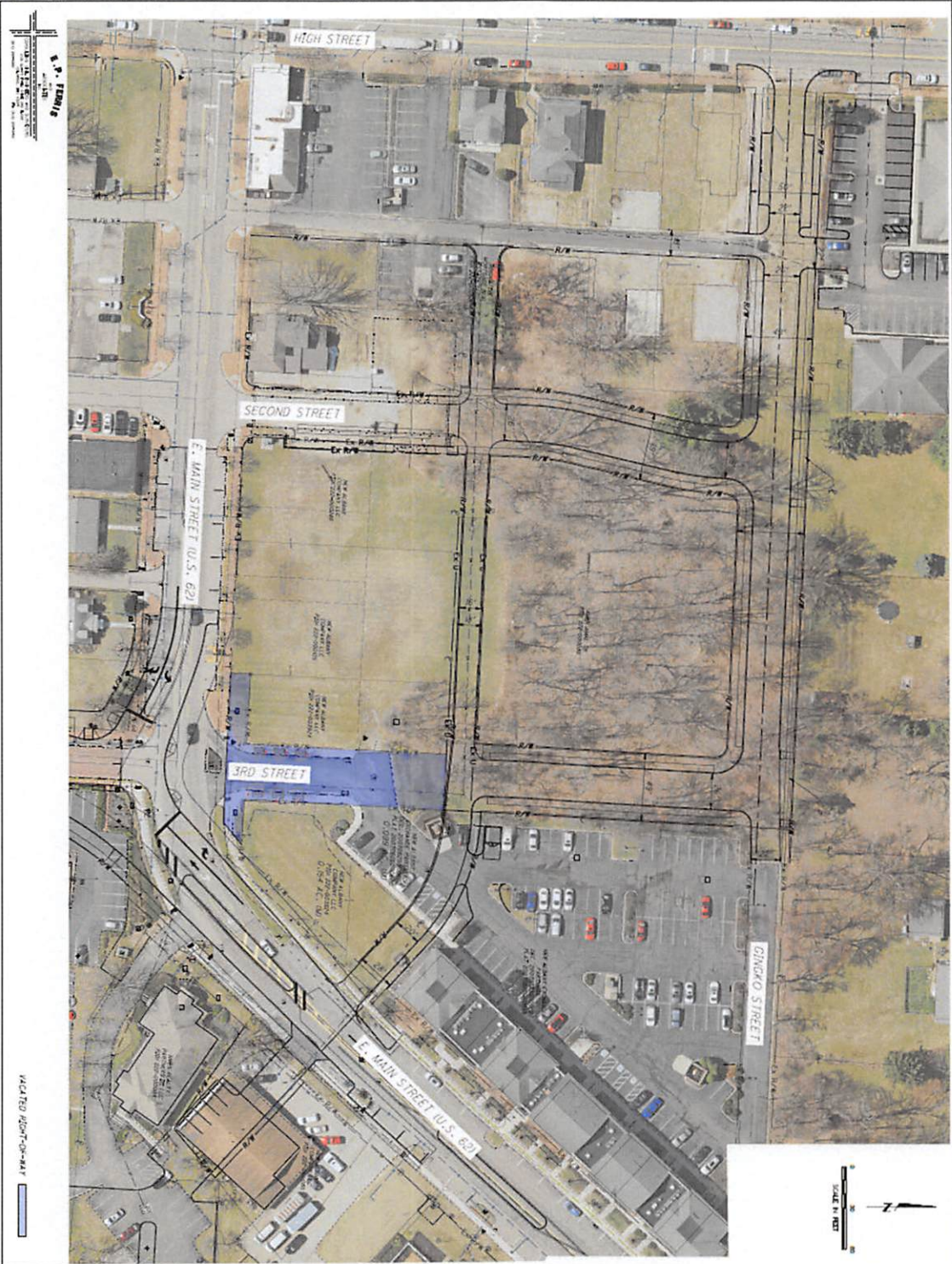


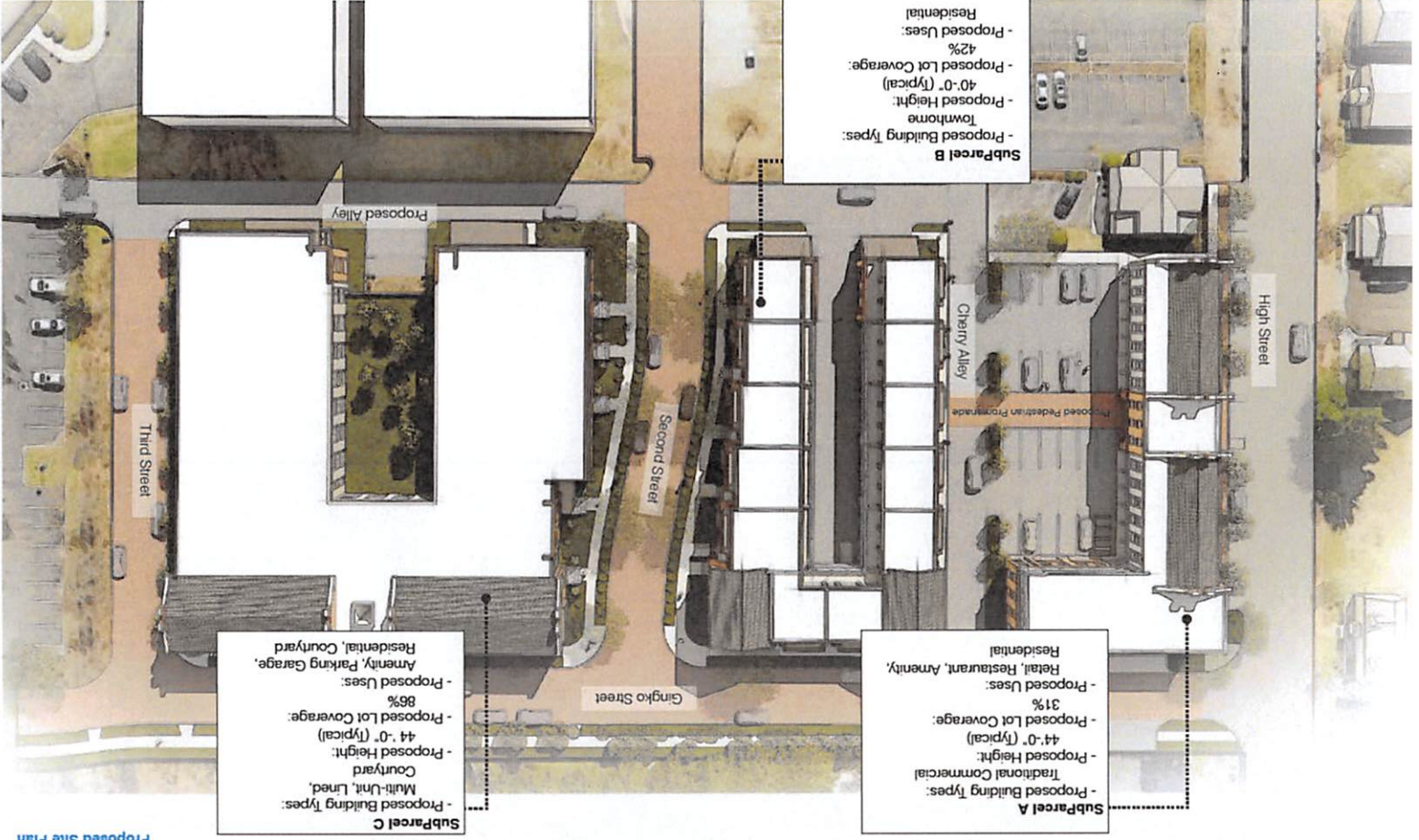
EXHIBIT B



	NEW ALBANY	VILLAGE CENTER EXTENSION CONCEPTUAL PLAN	DRAWN BDS DATE 11.5
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**Exhibit A – R-55-2024
EXHIBIT C**

New Albany Town Center // Design Intent Package
REVISION 12, 2024



SubParcel B
 - Proposed Building Types:
 Townhome
 - Proposed Height:
 40'-0" (Typical)
 - Proposed Lot Coverage:
 42%
 - Proposed Uses:
 Residential

SubParcel A
 - Proposed Building Types:
 Traditional Commercial
 - Proposed Height:
 44'-0" (Typical)
 - Proposed Lot Coverage:
 31%
 - Proposed Uses:
 Retail, Restaurant, Amenity,
 Residential

SubParcel C
 - Proposed Building Types:
 Multi-Unit, Lined,
 Courtyard
 - Proposed Height:
 44'-0" (Typical)
 - Proposed Lot Coverage:
 86%
 - Proposed Uses:
 Amenity, Parking Garage,
 Residential, Courtyard

Exhibit A – R-55-2024

EXHIBIT D

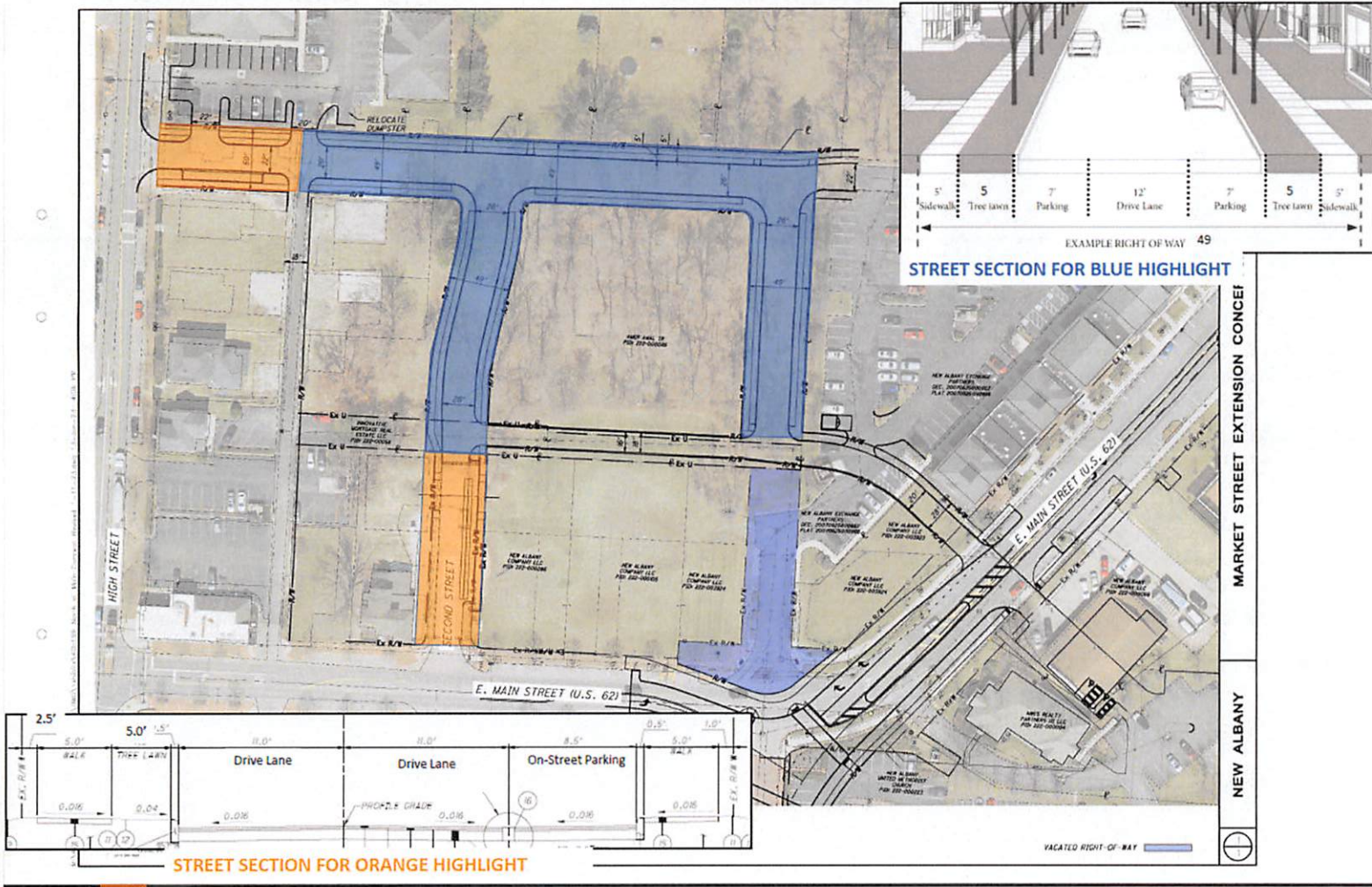


Exhibit A – R-55-2024

EXHIBIT E - Milestone Dates

ACTIVITY	DATE
City completes design of final plat for streets and alleys (creation of the document)	August 5, 2024
30% DD design plans (line, grade, and typical)	April 30, 2024
City council authorizes the city manager to enter into the development agreement*	December 3, 2024
Horus & Ra submits Certificate of Appropriateness applications	December 13, 2024
City Planning Commission hearing date for street and alley final plat	December 16, 2024
City Council 1st reading date for street and alley final plat	January 7, 2025
100% CD street and alley design plans finished for (street, storm, and water)	January 7, 2025
City Architectural Review Board hearing date for Certificate of Appropriateness applications related to the private development	January 13, 2025
City Council 2nd reading and approval date for street and alley final plat	January 21, 2025
City council authorizes staff to bid and award the project	January 21, 2025*
Horus & Ra submits private site improvement plans	January 22, 2025 (once the plans are approved at a later date the private site construction can begin)
The effective date for the street and alley final plat	February 20, 2025 (The plat must be fully signed and recorded with the county prior to the city commencing construction)
City begins construction of street infrastructure*	April 1, 2025*
City completes construction of street infrastructure*	April 2026*

*Tentative dates that are subject to change.



RESOLUTION R-56-2024

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PLAIN TOWNSHIP AND THE NEW ALBANY PLAIN LOCAL JOINT PARKS DISTRICT FOR THE DEVELOPMENT OF A MULTI-PURPOSE FIELDHOUSE AND COMMUNITY CENTER

WHEREAS, the City of New Albany desires to expand and enhance access, programming and the level of service provided to the community through the construction of a multi-purpose fieldhouse and community center ("Facility"); and

WHEREAS, the parties recognize the community will benefit by this cooperative effort to expeditiously facilitate the design, permitting, and construction of the Facility; and

WHEREAS, the Facility will be constructed on a tract of land currently owned by the City of New Albany, within Plain Township, and is subject to future annexation by the City of New Albany; and

WHEREAS, the parties desire to memorialize the commitments through an Intergovernmental Agreement to advance the design, permitting, and construction of the Facility.

NOW, THEREFORE, be it resolved by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that;

Section 1. The city manager is hereby authorized and directed to enter into an Intergovernmental Agreement, the same or substantially similar to Exhibit A, with Plain Township and the New Albany Plain Local Joins Parks District to facilitate the development of the Facility.

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

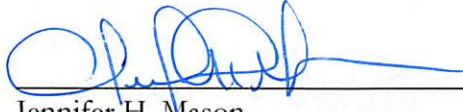
Section 3. Pursuant to Article 6.07(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 03 day of Dec, 2024.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	11/25/2024
Introduced:	12/03/2024
Revised:	
Adopted:	12/03/2024
Effective:	12/03/2024

Exhibit A - R-56-2024

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”) by and between the **City of New Albany, Ohio** (“New Albany” or the “City”), an Ohio Charter municipal corporation, having its primary address at 99 W. Main Street, New Albany, Ohio 43054, **Plain Township**, Franklin County, Ohio (“Township”), an Ohio township having its address at 45 Second Street, New Albany, Ohio 43054, and the **New Albany Plain Local Joint Parks District** (“Joint Parks District” or “JPD”) having its address at 7860 Bevelhymer Road, New Albany, Ohio 43054. Each political subdivision may be referred to as a “Party” in this Agreement, and collectively all political subdivisions shall be referred to as the “Parties.” All Parties are political subdivisions and validly exist under the laws of the State of Ohio.

W I T N E S S E T H:

A. The JPD desires to construct a multi-purpose fieldhouse and community center (“Facility”) to expand and enhance access, programming and the level of service provided to the community.

B. In November, 2022, residents of the JPD voted to approve a bond and levy to pay for the construction and operation of the Facility.

C. The Facility will be located on a tract of land owned by the City and currently located in the Township, north of Walnut Street and west of Bevelhymer Road as generally shown on Exhibit A.

D. The City is actively collaborating with the City of Columbus, Ohio (“Columbus”) to amend the water and sanitary sewer service area boundary to include unannexed land area adjacent to the City’s corporate boundary as shown on Exhibit B.

E. The Facility will be located within the area of the pending water and sanitary boundary adjustment referenced above in Paragraph D.

F. At such time as the collective legislative processes have been completed and the subject boundary adjustment by Columbus becomes effective, the City shall begin the process of annexing the land area upon which the Facility will be located from the Township to the City.

G. This Agreement memorializes the commitments of the Parties to expeditiously advance the final design, permitting and construction of the Facility.

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

SECTION 1: AUTHORITY

- 1.1 The City, Township and JPD each have the authority and power under the Constitution, statutes and laws of the State of Ohio and the additional authority of the City under its Charter, to enter into agreements with other governmental entities and political subdivisions for the exercise of any and all powers, performance of any function or rendering of any service determined to be mutually beneficial to the Parties, including but not limited to making roadway and utility improvements, acquiring necessary real property and interests therein including temporary and permanent right-of-way.

SECTION 2: PURPOSE

- 2.1 The City, Township and JPD desire to enter into this Agreement because the community will benefit by this cooperative effort to expeditiously facilitate the design, permitting, development, construction and operation of the Facility which is complimentary to the collective priorities of the Parties.

SECTION 3: AGREEMENT DESCRIPTION

This Agreement is intended to outline the agreement of the Parties relative to the pending water and sanitary sewer service area boundary adjustment; the annexation and rezoning of land area owned by the City; the pertinent roadway and utility infrastructure improvements; the dedication of public rights-of-way and the design, plan review, permitting as necessary to support the construction and operation of the Facility.

- 3.1 Upon the completion of pending water and sanitary sewer service area boundary adjustments between the City and Columbus, the City will expand its corporate boundary by annexing the tract of land from the Township to the City as depicted in Exhibit B.
- 3.2 Upon the annexation of the property to the City, the City shall proactively take all necessary steps to rezone the property on which the Facility is to be located to CF, or other appropriate zoning classification, such that the Facility may be used for its intended purpose.
- 3.3 The City shall dedicate 40' of public right-of-way along the north side of Walnut Street and the west side of Bevelhymer Road as depicted on Exhibit B, respectively, upon completion of the annexation process.
- 3.4 The JPD agrees to dedicate 40' of public right-of-way along the east side of Bevelhymer Road as depicted on Exhibit B.
- 3.5 The dedication of right-of-way by both the City and the JPD shall result in a combined 80' of right-of-way along both Walnut Street and Bevelhymer Road.

- 3.6 As depicted on Exhibit A, the Parties shall work cooperatively in providing for certain public roadway, water and sanitary sewer infrastructure improvements to provide vehicular access and utility service to the Facility.
- 3.7 Any public roadway improvements demonstrated to be necessary to support the Facility, including but not limited to those as depicted on Exhibit A, will be designed, constructed, and paid for by the City and included with the planned improvement of the intersection of Walnut Street and Bevelhymer Road.
- 3.8 The City agrees to design, construct and pay for the extension of public water and sanitary sewer infrastructure to mutually acceptable locations generally located along the frontage of the public roadways on its property as generally depicted on Exhibit A.
- 3.9 Following the extension and construction of the water and sanitary sewer infrastructure referenced in Section 3.7, the JPD shall design, construct and pay for the extension of the private water and sanitary sewer service connections from a point along the frontage of the public roadways to the Facility as generally depicted on Exhibit A.
- 3.10 The City and the JPD shall work collaboratively to expedite the construction of public utilities necessary to service the Facility and agree to identify the most expeditious path to commence construction.
- 3.11 The City and JPD acknowledge that the most expeditious path to commence construction may indicate that infrastructure improvements identified as the financial responsibility of the City within this Agreement are constructed and paid for by the JPD, subject to reimbursement by the City.

SECTION 4: CONSENT STATEMENT

- 4.1. In consideration of the pending annexation of the land area from the Township to the City, the Township authorizes the City to take exclusive charge for any and all permitting, plan review and inspection related to the planning, zoning, private site and building improvements as necessary to advance the construction of the Facility as outlined herein and generally depicted on Exhibit A, as well as exercise any power, perform any functions, or render any service on behalf of the Township that the Township may otherwise exercise, perform or render, including but not limited to the review, approval and issuance of any zoning, building, and private site development permits, construction inspection, etc. To the extent that the City is required to access any Township property to comply with its obligations set forth herein, the Township shall permit such access.

SECTION 5: COOPERATION STATEMENT

- 5.1 The Parties agree that they shall cooperate in good faith to facilitate an expeditious path to review, permit and advance construction of the Facility. The parties shall act in good faith from taking any action that would directly, or indirectly, delay the construction of

the Facility. However, the parties recognize that certain obligations set forth herein are dependent upon the actions and/or approval of public entities not subject to this Agreement.

SECTION 6: EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- 6.1 This Agreement shall become effective on the date first written above.
- 6.2 For the benefit of all Parties and the convenience and welfare of the public, this Agreement shall not be amended, terminated or suspended except by mutual written agreement of all Parties, or as otherwise set forth herein.
- 6.3 Notwithstanding the provisions of Section 6.2, the Agreement will automatically terminate for the Township at such time as the subject annexation of land area from the Township to the City becomes effective, and upon substantial completion of the Facility for the JPD. In no event, however, shall the Agreement remain in effect beyond January 1, 2028, regardless of whether the foregoing conditions have been satisfied.

SECTION 7: MISCELLANEOUS TERMS AND CONDITIONS

- 7.1 Entire Agreement. This Agreement, and any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as otherwise provided in this Agreement.
- 7.2 Notices. Any notice required to be given hereunder shall be given in writing by e-mail effective upon confirmation of delivery and receipt to the e-addressee, by certified United States mail, postage prepaid with confirmation of delivery and receipt, or by hand delivery addressed to the parties at their respective addresses as set forth below. Each Party shall notify every other party, in writing, promptly upon the change of any information provided below including the name of any person or any street or e-address:

If to the City:

The City of New Albany
Attn: Joseph Stefanov, City Manager
99 W. Main Street
New Albany, Ohio 43054
e-mail: jstefanov@newalbanyohio.org

If to the Township:

Plain Township
Attn: Ben Collins, Township
Administrator
P.O. Box 273
New Albany, Ohio 43054
e-mail: bcollins@plaintownshiop.org

With a copy to:

Fishel, Downey, Albrecht & Riepenhoff, LLP
Attn: Benjamin S. Albrecht, Law
Director
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054
e-mail: balbrecht@fisheldowney.com

If to the Joint Parks District:

New Albany Plain Local Joint Parks District
Attn: David Wharton, Director
7860 Bevelhymer Road
New Albany, Ohio 43054
e-mail: dwharton@naparks.org

- 7.3 **Amendments.** This Agreement may be amended by all Parties upon their mutual written agreement. It is anticipated and agreed by the Parties that this Agreement may also be amended to include additional projects by and among some or all of the Parties, as necessary and appropriate, for the additional project. This Agreement may also be modified or amended to include additional roads and/or property upon the written consent of the Parties who have jurisdiction of or are assuming responsibility for all or any portion of such road and/or its improvements.
- 7.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Franklin County, Ohio.
- 7.5. **Headings.** The subject headings of the sections and subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties and no purposes of interpretation shall be made to the contrary.
- 7.6 **Waivers.** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 7.7 **Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of

proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

- 7.8. **Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 7.9 **No Third-Party Beneficiary.** Only the Township, the Joint Parks District and the City shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.
- 7.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The terms of this Agreement are hereby agreed to by the Parties, as shown by the signatures of representatives of each. Each Party represents that the signatories hereto have been duly authorized to execute this Agreement on behalf of the Party. The delivery of a signed copy of this Agreement by e-mail transmission in Portable Digital Format (pdf), certified mail or personal delivery shall constitute effective execution and delivery of this Agreement as to the Parties and creates a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such copy of a signature page were an original Agreement. Signatures of the Parties to this contract transmitted by PDF will be deemed to be their original signatures for all purposes. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

SECTION 8: AUTHORITY TO SIGN

Each party adopted legislation authorizing the execution and delivery of this Agreement as follows:

City of New Albany, Resolution No. _____ on _____, 2024.

Plain Township, Resolution No. _____ on _____, 2024.

Joint Parks District, Resolution No. _____ on _____, 2024.

City of New Albany

Plain Township

Joseph Stefanov, City Manager

Ben Collins, Township Administrator

Approved as to form for City

New Albany Plain Local Joint Parks District

Benjamin S. Albrecht, Law Director

David Wharton, Director

EXHIBIT A

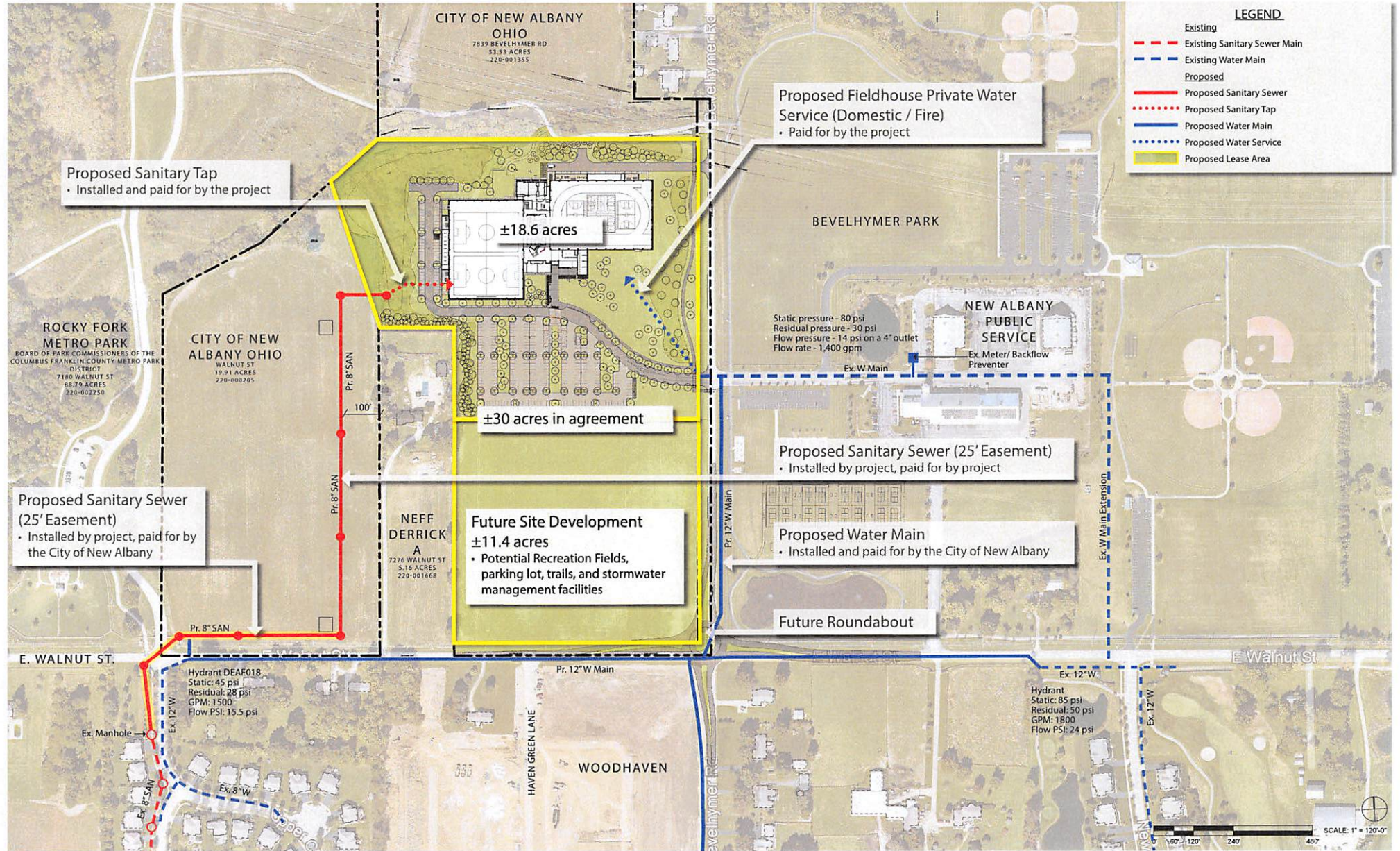
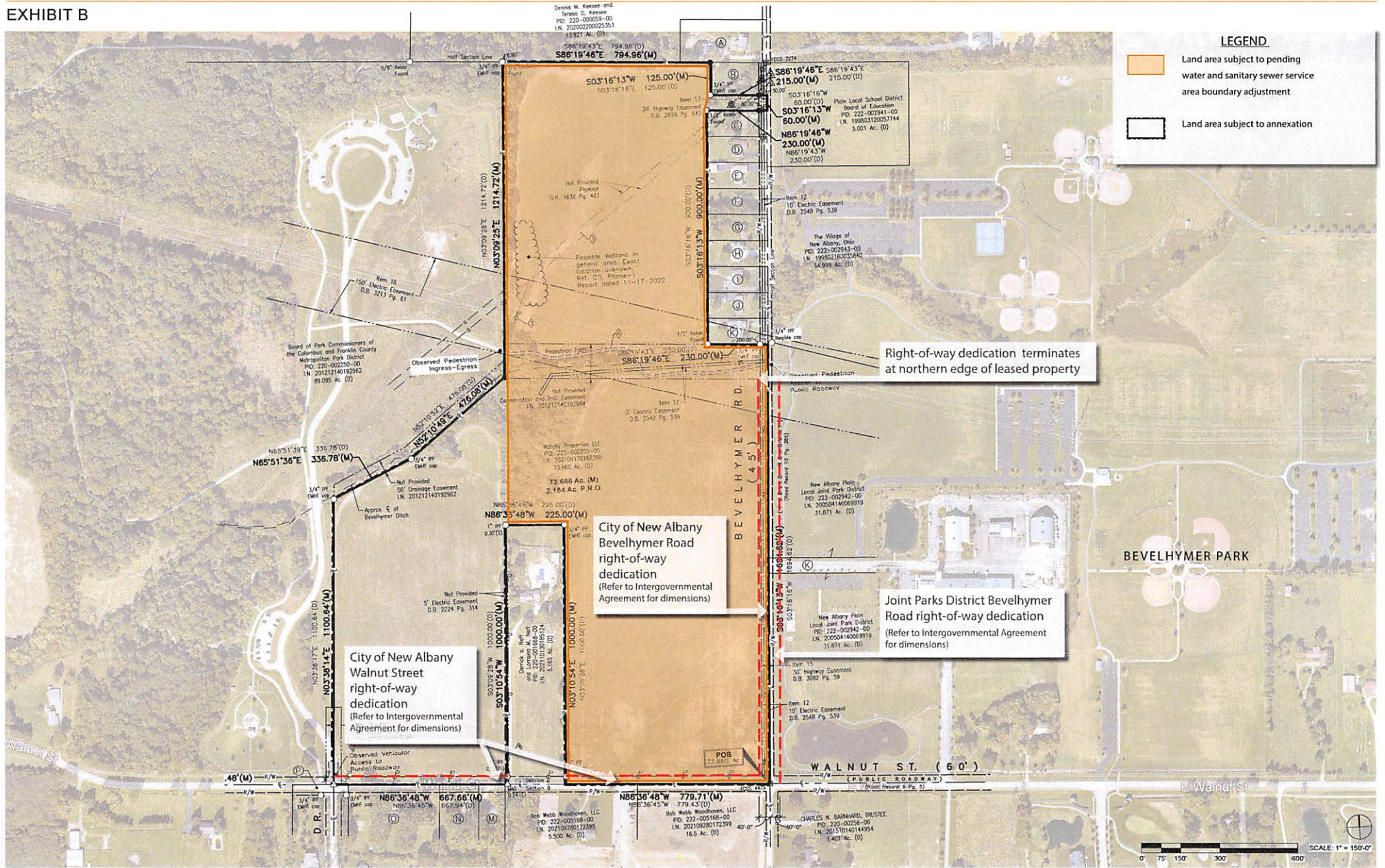


EXHIBIT B



LEGEND

- Land area subject to pending water and sanitary sewer service area boundary adjustment
- Land area subject to annexation

Right-of-way dedication terminates at northern edge of leased property

City of New Albany Bevelhymer Road right-of-way dedication (Refer to Intergovernmental Agreement for dimensions)

Joint Parks District Bevelhymer Road right-of-way dedication (Refer to Intergovernmental Agreement for dimensions)

City of New Albany Walnut Street right-of-way dedication (Refer to Intergovernmental Agreement for dimensions)