



ORDINANCE O-46-2024

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND TO AUTHORIZE A TRANSFER FROM THE BLACKLICK TAX INCREMENT FINANCING FUND

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

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

WHEREAS, it is the city’s intention to stay in compliance with all Ohio Revised Code budgetary requirements.

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

Section 1. Council hereby authorizes the following amendments to appropriations for the year ended December 31, 2024:

| Fund | Department | Category | Increase/ (Decrease) |
|--|-------------------------|------------------------------------|---------------------------------|
| 101 - General | Community Development | Operating and Contractual Services | \$ 75,000 |
| 101 - General | Administrative Services | Operating and Contractual Services | 17,000 |
| 101 - General | Finance | Operating and Contractual Services | 140,000 |
| 101 - General | General Administration | Operating and Contractual Services | 40,000 |
| 222 - Economic Development - NACA | Community Development | Operating and Contractual Services | 1,500,000 |
| 236 - Ealy Crossing TIF | General Administration | Operating and Contractual Services | 5,300 |
| 240 - Oxford TIF | General Administration | Operating and Contractual Services | 6,700 |
| 241 - Schleppe Residential TIF | General Administration | Operating and Contractual Services | 48,303 |
| 250 - Blacklick TIF | N/A | Transfers & Other Financing Uses | 37,975 |
| 252 - Village Center TIF | General Administration | Operating and Contractual Services | 81,000 |
| 253 - Research & Technology District TIF | General Administration | Operating and Contractual Services | 440,000 |
| 299 - Severance Liability Fund | General Administration | Personal Services | 225,000 |
| 301 - Debt Service Fund | N/A | Debt Service | 37,975 |
| 401 - Capital Improvement | Finance | Operating and Contractual Services | 20,000 |
| 403 - Bonded Improvement | N/A | Capital | 1,838,000 |
| 404 - Park Improvement | Finance | Operating and Contractual Services | 5,000 |

| | | | |
|--|------------------------|---------------------------------------|---------------------|
| 405 - Water and Sanitary Sewer Improvement | N/A | Capital | 195,200 |
| 417 - Oak Grove II Infrastructure Fund | N/A | Capital | 235,000 |
| 422 - Economic Development Capital | General Administration | Operating and Contractual Services | 60,000 |
| | | Total Appropriation Amendments | \$ 5,007,453 |

Section 2. Council hereby authorizes a transfer from the Blacklick Tax Increment Financing fund to the Debt Service fund in the amount of \$37,975.

Section 3. Council hereby authorizes the finance director to make transfers as needed between appropriation line items of funds to bring expenditures in line with appropriation line items and restore appropriations reduced within this ordinance if necessary to bring expenditures in line with appropriation line items.

Section 4. Council hereby authorizes the finance director to increase appropriations as needed up to \$100,000 to accommodate unforeseen expenditures and ensure amounts are within appropriations.

Section 5. Council hereby authorizes the finance director to adjust appropriations within the following funds in accordance with actual receipts received in 2024 to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2024:

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

Section 6. Council hereby authorizes the finance director to reduce appropriations within any fund to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2024, so long as compliance with ORC 5705.40 and ORC 5705.41 is maintained.

Section 7. 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 8. 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: | 11/22/2024 |
| Introduced: | 12/03/2024 |
| Revised: | 12/09/2024 |
| Revised: | 12/10/2024 |
| Adopted: | |
| Effective: | |

PROPOSAL



ORDINANCE O-47-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE NEW ALBANY EAST COMMUNITY AUTHORITY RELATING TO THE CONSTRUCTION AND FINANCING OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the New Albany East Community Authority (the “*Authority*”) was created for the purpose of facilitating private development and the construction of related public infrastructure within the city and authorized the levy of a community development charge (the “*Charge*”) to provide for the payment of the costs of those public infrastructure improvements; and

WHEREAS, the city has entered into and will enter into certain agreements providing for the financing and construction of certain of those public infrastructure improvements and has determined, in cooperation with the Authority, that the receipts from the Charge will be used to pay the costs of those public infrastructure improvements; and

WHEREAS, the city and the Authority have determined to enter into an agreement, the terms of which are set forth in a substantially final form of Cooperative Agreement, presently on file in the office of the Clerk of Council, to provide for the use of the Charge to pay the costs of those various public infrastructure improvements.

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

Section 1. Authorization of Cooperative Agreement. The Cooperative Agreement by and between the City and the Authority, in the form presently on file with the Clerk of Council, providing for, among other things, the pledge by the Authority of the Charge to pay the costs of those various public infrastructure improvements, is hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to this City and 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 Cooperative Agreement, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the City Manager, for and in the name of the City, to execute any amendments to the Cooperative Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, 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 3. Compliance with Open Meeting Requirements. 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. Effective Date. 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: | 11/25/2024 |
| Introduced: | 12/03/2024 |
| Revised: | 12/05/2024 – <i>Exhibit A</i> |
| Adopted: | |
| Effective: | |

COOPERATIVE AGREEMENT

by and between

CITY OF NEW ALBANY, OHIO

and

NEW ALBANY EAST COMMUNITY AUTHORITY

relating to

**DETERMINATION, LEVY AND COLLECTION, AND USE OF COMMUNITY
DEVELOPMENT CHARGE**

Dated as of

_____, 2024/5

TABLE OF CONTENTS

| | Page |
|--|-------------|
| ARTICLE I DEFINITIONS | 6 |
| Section 1.1 Use of Defined Terms..... | 6 |
| Section 1.2 Definitions..... | 6 |
| Section 1.3 Interpretation..... | 9 |
| Section 1.4 Captions and Headings | 10 |
| ARTICLE II GENERAL AGREEMENT AND TERM..... | 11 |
| Section 2.1 General Agreement Among Parties | 11 |
| Section 2.2 Term of Agreement..... | 11 |
| ARTICLE III REPRESENTATIONS AND COVENANTS OF THE PARTIES..... | 12 |
| Section 3.1 Representations and Covenants of the City | 12 |
| Section 3.2 Representations and Covenants of the NCA..... | 13 |
| ARTICLE IV CONSTRUCTION AND FINANCING OF THE OWDA PROJECTS; FUTURE PROJECTS | 15 |
| Section 4.1 OWDA Projects and Related OWDA Loans | 15 |
| Section 4.2 Prepayment of OWDA Loans..... | 15 |
| Section 4.3 Refinancing of the OWDA Loans..... | 16 |
| Section 4.4 Future Projects | 16 |
| ARTICLE V ACCOUNTING FOR, LEVY AND COLLECTION, AND USE OF COMMUNITY DEVELOPMENT CHARGE..... | 19 |
| Section 5.1 Accounting for and Periodic Reporting Regarding NCA Fund..... | 19 |
| Section 5.2 Annual Levy and Collection of Community Development Charge..... | 19 |
| Section 5.3 Periodic Remission and Use of Community Development Charge..... | 20 |
| Section 5.4 Pledge of Community Development Charge | 21 |
| ARTICLE VI EVENTS OF DEFAULT | 22 |
| Section 6.1 Events of Default | 22 |
| Section 6.2 General Right to Cure | 23 |
| Section 6.3 Remedies..... | 23 |
| Section 6.4 No Waiver..... | 23 |
| ARTICLE VII MISCELLANEOUS..... | 25 |
| Section 7.1 Assignment | 25 |
| Section 7.2 Binding Effect..... | 25 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| Section 7.3 Captions | 25 |
| Section 7.4 Day for Performance..... | 25 |
| Section 7.5 Entire Agreement..... | 25 |
| Section 7.6 Executed Counterparts..... | 26 |
| Section 7.7 Extent of Covenants; No Personal Liability | 26 |
| Section 7.8 Governing Law | 26 |
| Section 7.9 Limit on Liability..... | 26 |
| Section 7.10 Notices | 27 |
| Section 7.11 Recitals..... | 27 |
| Section 7.12 Severability | 27 |
| Section 7.13 Survival of Representations and Warranties..... | 27 |
| Section 7.14 Third Party Beneficiaries | 28 |
| | |
| Exhibit A OWDA Loans – Debt Service Requirements | A-1 |
| Exhibit B Annual Report to the NCA Board of Trustees..... | B-1 |

This **COOPERATIVE AGREEMENT** is made and entered into as of _____, 2024/5? (the “**Effective Date**”) by and between the **CITY OF NEW ALBANY, OHIO** (the “**City**”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “**State**”) and its Charter, and the **NEW ALBANY EAST COMMUNITY AUTHORITY** (the “**NCA**” and together with the City, the “**Parties**” and each a “**Party**”), a new community authority duly organized and validly existing pursuant to Chapter 349 of the Ohio Revised Code, under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof).

RECITALS:

WHEREAS, pursuant to a Petition for Organization of a New Community Authority (the “**Petition**”) filed with the City Council of the City and related proceedings, the NCA was created for various purposes including (a) the determination, levy and collection of an assessed valuation charge in an amount not to exceed 9.75 mills for each \$1,000 of assessed valuation (the “**Community Development Charge**”) and (b) the use of the Community Development Charge to pay the costs of Land Development and Community Facilities (as each term is defined in Section 349.01 of the Ohio Revised Code), including without limitation, associated operating and maintenance costs, third-party consultant fees and expenses, and legal and financial advisory fees and expenses; and

WHEREAS, a Declaration of Covenants and Restrictions (as heretofore or hereafter supplemented or amended in accordance with its terms, the “**Declaration**”) anticipating and relating to the creation of the NCA was executed by MBJ Holdings, LLC on January 7, 2014 and filed in the office of the Licking County Recorder as Instrument Number 201401070000343 and the NCA has joined in that Declaration, and which Declaration provides for the imposition of the Community Development Charge against the referenced real property; and

WHEREAS, the Parties have heretofore determined that improving the utility infrastructure serving the real property described in the Declaration by furnishing all labor, materials and equipment for the construction of (i) approximately 6,900 linear feet of 24" to 30" diameter gravity sewer main, approximately 2,000 linear feet of 8" and 10" force main, a pump station along and in the proximity of Beech Road and Worthington Road and a sewer main to the remaining portion of the Beech Road South Industrial Park, (ii) approximately 7,400 linear feet of 12" to 30" ductile iron water main and appurtenances along Beech Road from the Smith's Mill/Beech Road intersection and a water main to the remaining portion of the Beech Road South Industrial Park and (iii) approximately 15,000 linear feet of 36" ductile iron water main and appurtenances east along Morse Road and north along Beech Road along with a new water booster station along Morse Road and a water main to the remaining portion of the Beech Road South Industrial Park (collectively, the "**2018 OWDA Project**") would benefit and be supportive of the development of the NCA as contemplated in the Petition and should accordingly be characterized as a "Community Facility" for purposes of the Petition and the Declaration; and

WHEREAS, the City has heretofore entered into a Cooperative Agreement, dated November 9, 2017, which Cooperative Agreement was amended by a First Amendment to that Cooperative Agreement, dated November 8, 2018 (collectively, the "**2018 OWDA Cooperative Agreement**") with the Ohio Water Development Authority ("**OWDA**") to secure a loan in the maximum principal amount of \$24,869,400 (the "**2018 OWDA Loan**") for the purpose of providing monies to pay the costs of the 2018 OWDA Project and that 2018 OWDA Cooperative Agreement provides that the 2018 OWDA Loan shall be repaid from the Community Development Charge and other sources identified in the 2018 OWDA Cooperative Agreement; and

WHEREAS, the Parties have heretofore determined that improving the utility infrastructure serving the real property described in the Declaration by furnishing all labor, materials and equipment for the construction of (i) approximately 8,617 linear feet of 48" gravity sanitary sewer and other related items including site work and (ii) approximately 4,791 linear feet of 48", 4,650 linear feet of 30", 1,100 linear feet of 24", and 200 linear feet of 18" gravity sanitary sewer and other related items including site work (collectively, the "**2019 OWDA Project**") would benefit and be supportive of the development of the NCA as contemplated in the Petition and is therefore a "Community Facility" for purposes of the Petition and the Declaration; and

WHEREAS, the City has heretofore entered into a Cooperative Agreement, dated March 29, 2019 (the "**2019 OWDA Cooperative Agreement**") with the OWDA to secure a loan in the maximum principal amount of \$11,700,000 (the "**2019 OWDA Loan**") for the purpose of providing monies to pay the costs of the 2019 OWDA Project and that 2019 OWDA Cooperative Agreement provides that the 2019 OWDA Loan shall be repaid from the Community Development Charge and other sources identified in the 2019 OWDA Cooperative Agreement; and

WHEREAS, the Parties have heretofore determined that improving the utility infrastructure serving the real property described in the Declaration by furnishing all labor, materials and equipment for the construction of approximately 5,360 linear feet of 48" and 2,800 linear feet of 42" gravity sanitary sewer, including tunneling under S.R. 161 and other related items including site work (collectively, the "**2020 OWDA Project**") would benefit and be supportive of the development of the NCA as contemplated in the Petition and is therefore a "Community Facility" for purposes of the Petition and the Declaration; and

WHEREAS, the City has heretofore entered into a Cooperative Agreement, dated June 4, 2020 (the "**2020 OWDA Cooperative Agreement**") with the OWDA to secure a loan in the

maximum principal amount of \$15,000,000 (the “**2020 OWDA Loan**”) for the purpose of providing monies to pay the costs of the 2020 OWDA Project and that 2020 OWDA Cooperative Agreement provides that the 2020 OWDA Loan shall be repaid from the Community Development Charge and other sources identified in the 2020 OWDA Cooperative Agreement; and

WHEREAS, the Parties have heretofore determined that improving the utility infrastructure serving the real property described in the Declaration by furnishing all labor, materials and equipment for the construction of (i) 2,350 linear feet of 24” sanitary sewer for the Worthington Road Sanitary Relief Sewer and (ii) 5,600 linear feet of 16” water main south of the intersection of SR 161 and Beech Road for the Ganton Parkway water main extension to provide service to the southeastern portion of the New Albany Business Park (collectively, the “**2021 OWDA Project**”) would benefit and be supportive of the development of the NCA as contemplated in the Petition and is therefore a “Community Facility” for purposes of the Petition and the Declaration; and

WHEREAS, the City has heretofore entered into a Cooperative Agreement, dated September 10, 2021 (the “**2021 OWDA Cooperative Agreement**”) with the OWDA to secure a loan in the maximum principal amount of \$3,325,210 (the “**2021 OWDA Loan**” and collectively with the 2018 OWDA Loan, the 2019 OWDA Loan and the 2020 OWDA Loan, the “**OWDA Loans**”) for the purpose of providing monies to pay the costs of the 2021 OWDA Project and that 2021 OWDA Cooperative Agreement provides that the 2021 OWDA Loan shall be repaid from the Community Development Charge and other sources identified in the 2021 OWDA Cooperative Agreement; and

WHEREAS, the Petition provides that the property included in the NCA’s District is developable, taking into account the existing New Albany community, so that, taken together, they will be a community characterized by well balanced and diversified land use patterns, and the

Parties have heretofore determined that continued growth and development of the City, including particularly, but not limited to, the “Village Center” area, is critical to support the development of the NCA and its new community as contemplated in the Petition; and

WHEREAS, the Parties have determined that it will also be necessary to have monies available to pay the costs of Future Projects which will facilitate that growth and development throughout the City; and

WHEREAS, the Parties have determined to work cooperatively and in the manner described in this Agreement to provide for the financing and construction of the OWDA Projects and the Future Projects; and

WHEREAS, to secure or pay the OWDA Loans and any Future Project Financings, to provide for any Future Project Payments and to reimburse any Future Project Advances, the City, acting pursuant to Ordinance No. _____ passed by its City Council on _____, 2024, has authorized the execution of this Agreement; and

WHEREAS, to secure the OWDA Loans and any Future Project Financings, to provide for any Future Project Payments and to reimburse any Future Project Advances, the NCA, acting pursuant to Resolution No. 2023-2 adopted by its Board of Trustees on **October 27, 2023**, has authorized the execution of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the Parties agree as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

“Administrative Expenses” means, collectively, any expenses (including but not limited to audit, financial and legal) reasonably incurred by the (a) NCA in performing its functions and (b) City in connection with any OWDA Project or any Future Project.

“Agreement” means this Cooperative Agreement dated as of _____, 2024/5?.

“Annual Report” means the written report prepared annually by the City and the NCA pursuant to Section 5.1 (a form of which is attached hereto as **EXHIBIT B** and incorporated herein by reference).

“City” means the City of New Albany, Ohio.

“City Council” means the City Council of the City.

“Community Facilities” shall have the meaning set forth in Section 349.01 of the Ohio Revised Code.

“Debt Service Requirements” means with respect to each of the OWDA Loans and any Future Project Financing, the amount of principal, interest and redemption premium (if any) payable on such obligation (depending on the context, either annually or in the aggregate for such period as each obligation is outstanding).

“Declaration” shall have the meaning set forth in the Recitals.

“Future Project Advances” means, collectively, any monies advanced by the City which were used for the purpose of paying the costs of any Future Project and which were not reimbursed with proceeds from a Future Project Financing.

“Future Project Financings” means, collectively, any securities issued or any other borrowings incurred by the City for the purpose of paying the costs of any Future Project.

“Future Project Payments” means, collectively, any monies remitted by the NCA to the City which are intended to be used by the City for the purpose of paying the then current costs of any Future Project.

“Future Project” means, collectively, any projects hereafter identified in accordance with Section 4.4.

“NCA” means the New Albany East Community Authority.

“NCA Fund” means the fund or account maintained by the NCA and (a) into which will be deposited all monies received by the NCA from the determination, levy and collection of the Community Development Charge less any amounts withheld for refund to a Chargepayer, and (b) from which will be remitted all monies required to (i) pay Administrative Expenses, (ii) pay the Debt Service Requirements (including any Prepayments) on the OWDA Loans and any Future Project Financings, (iii) pay Future Project Payments and (iv) reimburse Future Project advances.

“NCA Fund Minimum Balance” means on any computation date, an amount equal to (a) the then current balance in the NCA Fund, minus (b) the amount of Administrative Expenses estimated to be incurred in the then next succeeding twelve (12) calendar months, minus (c) one hundred twenty-five percent (125%) of the Debt Service Requirements (including any Prepayments) on the OWDA Loans and any Future Project Financings which will be payable in the then next succeeding twelve (12) calendar months and plus (d) a reasonable projection of

Community Development Charges to be collected and deposited in the NCA Fund during the then next succeeding twelve (12) calendar months.

“Notice Address” means:

as to the City: City of New Albany, Ohio
99 West Main Street
New Albany, Ohio 43054
Attention: City Manager

as to the NCA: New Albany East Community Authority
8000 Walton Parkway, Suite 200
New Albany, Ohio 43054
Attention: Treasurer

“OWDA” means the Ohio Water Development Authority.

“OWDA Cooperative Agreements” means, collectively, the (a) 2018 OWDA Cooperative Agreement, (b) 2019 OWDA Cooperative Agreement, (c) 2020 OWDA Cooperative Agreement and (d) 2021 OWDA Cooperative Agreement, as each is more fully described in the Recitals.

“OWDA Loans” means, collectively, the (a) 2018 OWDA Loan, (b) 2019 OWDA Loan, (c) 2020 OWDA Loan and (d) 2021 OWDA Loan, as each is more fully described in the Recitals.

“OWDA Projects” means, collectively, the (a) 2018 OWDA Project, (b) 2019 OWDA Project, (c) 2020 OWDA Project and (d) 2021 OWDA Project, as each is more fully described in the Recitals.

“Parties” or **“Party”** means, as the context requires, the City and the NCA collectively or individually.

“Petition” shall have the meaning set forth in the Recitals.

“Prepayments” means the prepayment of all or a portion of the Debt Service Requirements on any OWDA Loan or any Future Project Financing, all as is more fully described in Sections 4.3 and 4.4.

“Reported Debt Service Requirements Amount” means the amount reported in each Annual Report which shall be equal to the sum of (a) the Debt Service Requirements (including any Prepayments) on the OWDA Loans and any Future Project Financings which will be due and payable in the then current calendar year and the then next succeeding calendar year.

“Reported Future Project Advance Amount” means the amount reported in each Annual Report as the amount reasonably determined by the City to be an appropriate amount to reimburse the City for all or a portion of the aggregate amount of all unreimbursed Future Project Advances in the then current calendar year and the then next succeeding calendar year. The City’s determination of this amount will take into account the following which will be payable in then then current calendar year and the then next succeeding calendar year: (a) estimated amount of Community Development Charge to be collected by the NCA, (b) the amount of Administrative Expenses, (c) the Reported Debt Service Requirements Amount, (d) the then current balance of all unreimbursed Future Project Advances and (e) the requested Future Project Payments.

“Reported Future Project Payments” means the amount reported in each Annual Report as the amount requested by the City pursuant to Section 4.4(b) to be remitted by the NCA to the City to pay the cost of a Future Project.

“State” means the State of Ohio.

Section 1.3 Interpretation. Any reference in this Agreement to the Parties or to any officers of the Parties includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided* that no amendment,

modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 1.4 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangements among the Parties, the Parties have determined to cooperate with each other in the financing and construction of the OWDA Projects and any Future Projects, all in accordance with this Agreement. This Agreement is intended as and shall be an agreement among the Parties to cooperate in the financing and construction of the OWDA Projects and any Future Projects, and the agreements contained herein are intended to and shall be construed as agreements to further effectuate cooperative action and safeguard the respective interests of the Parties hereto.

Section 2.2 Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the OWDA Projects and any Future Projects shall have been completed and the City has been fully reimbursed by the NCA for (a) the aggregate Debt Service Requirements on the OWDA Loans and on any Future Project Financings and (b) the aggregate amount of any Future Project Advances.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the City. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the City and all steps necessary to be taken by the City have been taken to constitute this Agreement, and the covenants and agreements of the City contemplated herein are valid and binding obligations of the City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the City wherein an unfavorable ruling or decision would materially adversely affect the City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The City ordinance approving this Agreement, has been duly passed, is in full force and effect and is not subject to repeal by referendum.

Section 3.2 Representations and Covenants of the NCA. The NCA represents and covenants that:

(a) It is a new community authority duly organized and validly existing under the applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the NCA which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the NCA, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the NCA, and do not and will not conflict with or result in a default under any agreement or instrument to which the NCA is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the NCA and all steps necessary to be taken by the NCA have been taken to constitute this Agreement, and the covenants and agreements of the NCA contemplated herein are valid and binding obligations of the NCA, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the NCA wherein an unfavorable ruling or decision would materially adversely affect the NCA's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The NCA resolution approving this Agreement has been duly adopted, is in full force and effect, and is not subject to repeal by referendum.

(END OF ARTICLE III)

ARTICLE IV

CONSTRUCTION AND FINANCING OF THE OWDA PROJECTS; FUTURE PROJECTS

Section 4.1 OWDA Projects and Related OWDA Loans. In cooperation with the NCA, the City has heretofore entered into contracts to provide for the construction of the OWDA Projects. The NCA acknowledges and agrees that the OWDA Projects are “Community Facilities” for purposes of the Petition and Declaration. To facilitate the construction of those OWDA Projects, the City has executed the OWDA Cooperative Agreements and incurred the OWDA Loans to provide sufficient monies to pay the costs of those OWDA Projects. The Debt Service Requirements for the various OWDA Loans are set forth in more detail on **EXHIBITS A-1, A-2, A-3 and A-4** (each of which is attached hereto and incorporated herein by reference).

Section 4.2 Prepayment of OWDA Loans. The Parties acknowledge that pursuant to the terms of the OWDA Loans, the City may prepay the principal of and/or interest on the OWDA Loans, and the Parties agree that to the extent there is a balance in the NCA Fund in excess of the NCA Fund Minimum Balance, the City may request that the NCA remit such excess (or any portion thereof) in accordance with Section 5.3 for the purpose of prepaying the Debt Service Requirements (either in whole or in part) on OWDA Loans. The Parties further agree that any such Prepayments would be mutually and financially advantageous to each Party. If the City determines to prepay any of the OWDA Loans (either in whole or in part), and to the extent OWDA provides the City with a revised schedule of Debt Service Requirements for the OWDA Loans reflecting such Prepayments, the City will provide to the NCA a replacement of any of **EXHIBITS A-1, A-2, A-3 and/or A-4**, as appropriate, which shall reflect the revised Debt Service Requirements for the OWDA Loans.

Section 4.3 Refinancing of the OWDA Loans. The Parties agree that the respective OWDA Loans may be refinanced or restructured from time to time; *provided* that the City may only proceed therewith if such refinancing or restructuring would in the City's reasonable judgment result in a net present value savings on the Debt Service Requirements of a respective OWDA Loan. If the City determines to effect a refinancing for any of the OWDA Loans, the City will notify the NCA of its determination to proceed with such refinancing, and promptly following the completion of such refinancing, shall provide to the NCA a replacement of any of **EXHIBITS A-1, A-2, A-3 and/or A-4**, as appropriate, which shall reflect the revised Debt Service Requirements for the OWDA Loans.

Section 4.4 Future Projects.

(a) **General**. The Parties have determined and that the continued growth and development of the City, including particularly, but not limited to, the "Village Center" area, is critical to support the development of the NCA and its new community as contemplated in the Petition. The Parties have further determined that it will be necessary to have monies available to pay the costs of projects hereafter undertaken which will facilitate that growth and development of the City as well as the NCA (any such project being referred to herein as a "*Future Project*").

(b) **Identification of Future Projects**. The City may from time to time during the term of this Agreement identify any such Future Project as supporting the continued growth and development of the City and being critical to support the development of the NCA. Promptly following such identification, the City will provide written notice thereof to the NCA. Such notice will include (i) a description of the Future Project, (ii) the estimated cost of the Future Project, (iii) the portion(s) of the costs of such Future Project which will be paid from a Future Project Payment,

a Future Project Advance and/or a Future Project Financing and (iv) an estimate of the timing for the payment of the costs of that Future Project.

In the event that such notice provides that all or a portion of the costs of such Future Project will be paid from a Future Project Payment, which payment will be remitted in accordance with Section 5.3, the NCA will promptly determine the then current balance in the NCA Fund and notify the City in writing of the then current balance in the NCA Fund. The City agrees that if the payment of the Future Project Payment out of the NCA Fund would result in the then current balance in the NCA Fund to be less than the NCA Fund Minimum Balance, the City shall reduce the requested amount of the Future Project Payment in order that the balance in the NCA Fund following the payment of the Future Project Payment will be at least equal to the NCA Fund Minimum Balance.

(c) Provision of Information Relating to the Cost of a Future Project. Promptly following the completion of any Future Project, the City shall provide written notice to the NCA which identifies (i) the actual cost of the Future Project, (ii) the amount of any Future Project Payment which was earlier advanced by the NCA to the City to pay all or a portion of the costs of that Future Project, (iii) the amount of any Future Project Payment which was earlier advanced by the NCA to the City and which was not required to pay the costs of that Future Project, and which unspent portion of that Future Project Payment (A) is being returned to the NCA for deposit into the NCA Fund or (B) is being retained by the City to pay Administrative Expenses or the cost of another Future Project, (iv) the amount of any Future Project Advance which was used to pay all or a portion of the costs of that Future Project and (v) the Debt Service Requirements on any Future Project Financing the proceeds of which were used to pay all or a portion of the costs of that Future Project, which Debt Service Requirements will be set forth in a supplement to **EXHIBIT A**.

(d) Prepayment and Refinancing of Future Project Financings. The Parties agree that to the extent the City incurs a Future Project Financing, such Future Project Financing may be prepaid or refinanced in the same manner as the OWDA Loans in accordance with the provisions set forth in Sections 4.2 and 4.3.

(END OF ARTICLE IV)

ARTICLE V

ACCOUNTING FOR, LEVY AND COLLECTION, AND USE OF COMMUNITY DEVELOPMENT CHARGE

Section 5.1 Accounting for and Periodic Reporting Regarding NCA Fund. The NCA shall keep current records regarding the receipts and disbursements of the Community Development Charge. No later than July 1 of each year, the City and the NCA shall work cooperatively to prepare the Annual Report. Such Annual Report shall be delivered to the NCA's Board of Trustees for the purpose of informing the Board as to the projected receipts and disbursements of the Community Development Charge for the then current and next succeeding calendar years.

Section 5.2 Annual Determination, Levy and Collection of Community Development Charge. The NCA agrees that for so long as there remains outstanding and payable any portion of the OWDA Loans or any Future Project Financing, or there remains any unreimbursed Future Project Advance, the NCA shall act timely in each calendar year to determine, levy and collect the Community Development Charge at the rate of 9.75 mills for each \$1,000 of assessed valuation. On and after the date on which the Parties reasonably determine that there no longer remains outstanding and payable any portion of the OWDA Loans, any Future Project Financing, or any unreimbursed Future Project Advance, the City and the NCA shall work cooperatively to determine the rate at which the Community Development Charge shall be determined, levied and collected in order to provide sufficient monies to provide for (a) the payment of Administrative Expenses estimated to be incurred by the NCA in the then next succeeding calendar year, (b) the Reported Debt Service Requirements Amount, (c) the Reported Future Project Advance Amount, (d) the Reported Future Project Payments and (e) such additional amount as may be necessary to account for anticipated delinquencies in an amount consistent with

prior years' collections; *provided, however*, the NCA shall not be required to determine, levy and collect the Community Development Charge at a rate which exceeds the maximum Charge authorized by the Declaration (*i.e.*, 9.75 mills for each \$1,000 of assessed valuation).

Section 5.3 Periodic Remission and Use of Community Development Charge. The Parties agree that from time to time, the City shall submit written requests to the NCA for the (a) payment of Debt Service Requirements (including any Prepayments) on the OWDA Loans, (b) payment of Debt Service Requirements (including any Prepayments) on any Future Project Financings, (c) reimbursement of any Future Project Advances or (d) for a payment of any Future Project Payment for the purpose of paying the then current costs of any Future Project. The NCA agrees that it will remit any requested payment to the City within ten (10) business days of the date on which the NCA receives the written request from the City. The NCA also agrees that if requested by the City, the NCA will remit any such payment directly to a third party (*i.e.*, OWDA or a bond trustee) on behalf of the City. The City agrees that any Community Development Charge that it receives from the NCA shall be used solely for the purpose of paying the Debt Service Requirements (including any Prepayments) on the OWDA Loans and any Future Project Financings, reimbursing any Future Project Advances or used as a Future Project Payment for the purpose of paying the then current costs of any Future Project. The City further agrees that promptly following the date on which all of the OWDA Loans, any Future Project Financings and any Future Project Advances shall have been paid in full or provided for, and following an accounting therefor, the City shall remit to the NCA any balance of Community Development Charges which remains in its custody and shall sign any instrument as may be reasonably requested by the NCA to release the pledge and assignment of the Community Development Charge to the City.

Section 5.4 Pledge of Community Development Charge. To the extent permitted by law, and to secure the payment of the Debt Service Requirements (including any Prepayments) on the OWDA Loans and any Future Project Financing, and to reimburse all Future Project Advances, the NCA hereby irrevocably pledges and assigns to the City all of its respective right, title and interest to the Community Development Charge deposited in the NCA Fund and grants to the City a security interest therein. Upon receipt of the City's prior written consent (which will not be unreasonably withheld), the NCA may pledge the Community Development Charge deposited in the NCA Fund to other obligations on a junior and subordinated basis. Such limitation on the NCA's ability to pledge and assign the Community Development Charge deposited in the NCA Fund shall terminate once payment of the OWDA Loans and any Future Project Financings, together with the reimbursement of all Future Project Advances, has been made in full or provided for. The Parties agree that nothing in this Agreement shall be interpreted to characterize the NCA's obligations hereunder as a general obligation debt or bonded indebtedness, or a pledge of the full faith and credit of the NCA.

(END OF ARTICLE V)

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1 Events of Default. Any one or more of the following constitutes an “*Event of Default*” under this Agreement:

(a) The City or the NCA fails to timely perform or observe any material obligation as and when due under this Agreement, *provided* that if a Force Majeure (as such term is defined below) event causes the failure, the City or the NCA may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(b) The City or the NCA makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(c) The City or the NCA files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(d) The City or the NCA makes a general assignment for the benefit of creditors;

(e) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the City or the NCA as debtor; or

(f) The City or the NCA files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used in this Section, “*Force Majeure*” means any event that is not within the control of the City, the NCA or their employees, contractors, subcontractors and material suppliers, including the following: acts of God; acts of public enemies; orders or restraints of any kind of the

government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; nuclear accidents; fires; restraint of government and people; explosions; pandemics or health related emergencies; and partial or entire failure of utilities.

Section 6.2 General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within 30 days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said 30-day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said 30-day period, and proceed diligently thereafter to cure or remedy said breach.

Section 6.3 Remedies. If a defaulting party fails to cure any Event of Default pursuant to Section 6.2, the other party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party and (ii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of either Party may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 6.4 No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or

hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(END OF ARTICLE VI)

ARTICLE VII

MISCELLANEOUS

Section 7.1 Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 7.2 Binding Effect. Without limiting the availability of enforcement by mandamus of other obligations of the City or the NCA, as the case may be, under this Agreement, all of the obligations of the City and the NCA under this Agreement are established as duties specifically enjoined by law and resulting from an office, trust or station upon the City or the NCA, as the case may be, within the meaning of Ohio Revised Code Section 2731.01, and are enforceable by mandamus. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 7.3 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.4 Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

Section 7.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 7.6 Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 7.7 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the NCA other than in his or her official capacity, and neither the members of the legislative bodies of the City or the NCA nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the NCA contained in this Agreement

Section 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the NCA, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 7.9 Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City or the NCA be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

Section 7.10 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.

Section 7.11 Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 7.12 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.13 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

Section 7.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(END OF ARTICLE VI)

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the Parties by their duly authorized officers, all as of the date hereinbefore written.

CITY OF NEW ALBANY, OHIO

By: _____

Printed: Joseph F. Stefanov

Title: City Manager

Approved as to Form and Correctness:

By: _____

Printed: Benjamin S. Albrecht

Title: Director of Law

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement during Fiscal Year 2024 have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

Director of Finance
City of New Albany, Ohio

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the Parties by their duly authorized officers, all as of the date hereinbefore written.

NEW ALBANY EAST COMMUNITY AUTHORITY

By: _____

Printed: _____

Title: Chair, Board of Trustees

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the NCA under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the NCA under the foregoing Agreement during Fiscal Year 2024 have been appropriated lawfully for that purpose, and are in the Treasury of the NCA or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

Treasurer
New Albany East Community Authority

EXHIBIT A-1

2018 OWDA LOAN – DEBT SERVICE REQUIREMENTS

See attached

EXHIBIT A-2

2019 OWDA LOAN – DEBT SERVICE REQUIREMENTS

See attached

EXHIBIT A-3

2020 OWDA LOAN – DEBT SERVICE REQUIREMENTS

See attached

EXHIBIT A-4

2021 OWDA LOAN – DEBT SERVICE REQUIREMENTS

See attached.

EXHIBIT B

ANNUAL REPORT TO THE NCA BOARD OF TRUSTEES

_____, 20__

Board of Trustees
New Albany East Community Authority
8000 Walton Parkway
New Albany, Ohio 43054

Re: NCA Fund Annual Report

Dear Members of the Board:

In accordance with the Cooperative Agreement dated _____, 2024 (the “*Agreement*”) by and between the City of New Albany, Ohio and the New Albany East Community Authority, the undersigned have reviewed historical and projected receipts and disbursements of the Community Development Charge, and have determined the following regarding the current balance and projected deposits to and disbursements out of the NCA Fund for the current and next succeeding calendar years:

| | <u>Current Year</u> | <u>Next Year</u> |
|--|---------------------|------------------|
| Beginning Balance in the NCA Fund | \$ _____ | \$ _____ |
| Plus Community Development Charge Receipts | \$ _____ | \$ _____ |
| Less NCA Administrative Expenses | \$ _____ | \$ _____ |
| Less Reported Debt Service Requirements | \$ _____ | \$ _____ |
| Less Reported Future Project Advance Amounts | \$ _____ | \$ _____ |
| Less Reported Future Project Payments | \$ _____ | \$ _____ |
| Ending Balance in the NCA Fund | \$ _____ | \$ _____ |
| Less NCA Fund Minimum Balance | \$ _____ | \$ _____ |
| Available NCA Fund Balance | \$ _____ | \$ _____ |

Please contact us with any questions or concerns.

Director of Finance
City of New Albany, Ohio

Treasurer
New Albany East Community Authority



ORDINANCE O-48-2024

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 46 SINGLE-FAMILY LOTS ON 29.05 +/- ACRES AND ACCEPT RESERVES "A", "B", "I", "G", AND "F1" FOR PHASE 1 OF THE "COURTYARDS AT HAINES CREEK" SUBDIVISION GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE CENTRAL COLLEGE ROAD AND JUG STREET INTERSECTION, AS REQUESTED BY EPCON HAINES CREEK, LLC

WHEREAS, an application to approve the Courtyards at Haines Creek subdivision phase 1 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 November 18, 2024, recommended approval of this final plat (FPL-85-2024); and

WHEREAS, the final plat includes 29.05 +/- acres of land to be subdivided into 46 residential lots in addition to the public streets; and

WHEREAS, the final plat includes approximately 13.04 +/- acres of public parkland and open space; and

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

WHEREAS, the city engineer certifies that the Courtyards at Haines phase 1 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

| | |
|---------------------------|------------|
| Legislation dates: | |
| Prepared: | 12/06/2024 |
| Introduced: | 12/17/2024 |
| Revised: | |
| Adopted: | |
| Effective: | |

THE COURTYARDS AT HAINES CREEK PHASE 1

Exhibit A - O-48-2024



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASES OF BEARINGS: The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1983 Adjustment). Said bearings originated from a field traverse which was used (referenced) to land coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 20 and Frank 110. The portion of the eastline of Central College Road, having a bearing of South 64°32'49" East and monumented as shown herein, is designated as the "base 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 herein, unless otherwise noted, are to be set and are iron pins, three-eighths inch outside diameter, thirty inches long with a plastic plug placed in the top and bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated herein, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top and flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. (Once installed, the top of the cap shall be marked (penned) to record the actual location of the point. These markers shall be set following the completion of the construction/finalization of the street pavement and sidewalks and prior to the City of New Albany, Ohio's acceptance of same infrastructure improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- ⊙ = IAD NGS to be set
- ⊕ = Permanent Marker (See Survey Data)
- = F205 Monument found

By _____
Professional Surveyor No. 7805 Date _____

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 10, Township 2, Range 16, United States Military Lands, containing 29.955 acres of land, more or less, said 29.955 acres being part of those tracts of land conveyed to EPCON HAINES CREEK, LLC, by deed of record in Instrument Number 262407020665759, Recorder's Office, Franklin County, Ohio.

The undersigned, EPCON HAINES CREEK, LLC, an Ohio limited liability company, by CRAIG CHERRY, Regional President, owner of the lands plotted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "THE COURTYARDS AT HAINES CREEK PHASE 1", a subdivision containing Lots numbered 1 to 30, 43 to 74, and 100 to 108, all inclusive, and areas designated as Reserve "A", Reserve "B", Reserve "C", Reserve "D", Reserve "E", and Reserve "F", does hereby accept this plat of same and dedicates to public use, as such, all of Astorch Drive, Central College Road, Cedarville Drive, Findlay Drive, Haines Creek Drive, Hiram Lane, Jug Street Road, Louder Drive, and Wooster Drive shown herein and heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement", "Trail Easement" or "Sidewalk Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of various connections to all adjacent lots and lands and for storm water drainage. Within those areas 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 above ground storm water drainage facilities. No above grade structures, ditches 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 New Albany Municipal Engineer. Improvements related to the passive park may be located within the areas containing a Drainage Easement. No building shall be constructed in any area over which easements are hereby reserved. Within those areas designated "Trail Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of an asphalt path for use by the public. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk, for use by the public. Easement areas shown herein outside of the plotted areas are within lands owned by the undersigned and easements are hereby reserved thereon for the uses and purposes expressed herein.

In Witness Whereof, CRAIG CHERRY, Regional President of EPCON HAINES CREEK, LLC, has hereunto set his hand this ___ day of ___, 20__.

Signed and Acknowledged in the presence of: _____
By CRAIG CHERRY, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared CRAIG CHERRY, Regional President of EPCON HAINES CREEK, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said EPCON HAINES CREEK, LLC, for the uses and purposes expressed herein.

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__
City Engineer, New Albany, Ohio

Approved this ___ Day of ___, 20__
Council Representative to Planning Commission, New Albany, Ohio

Approved this ___ Day of ___, 20__
Chairperson, Planning Commission, New Albany, Ohio

Approved this ___ Day of ___, 20__
Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____ passed 20__ wherein all of Astorch Drive, Central College Road, Cedarville Drive, Findlay Drive, Haines Creek Drive, Hiram Lane, Jug Street Road, Louder Drive, and Wooster Drive shown delineated herein are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this ___ day of ___, 20__
Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ___ day of ___, 20__ at ___ M For \$ _____
Recorder, Franklin County, Ohio

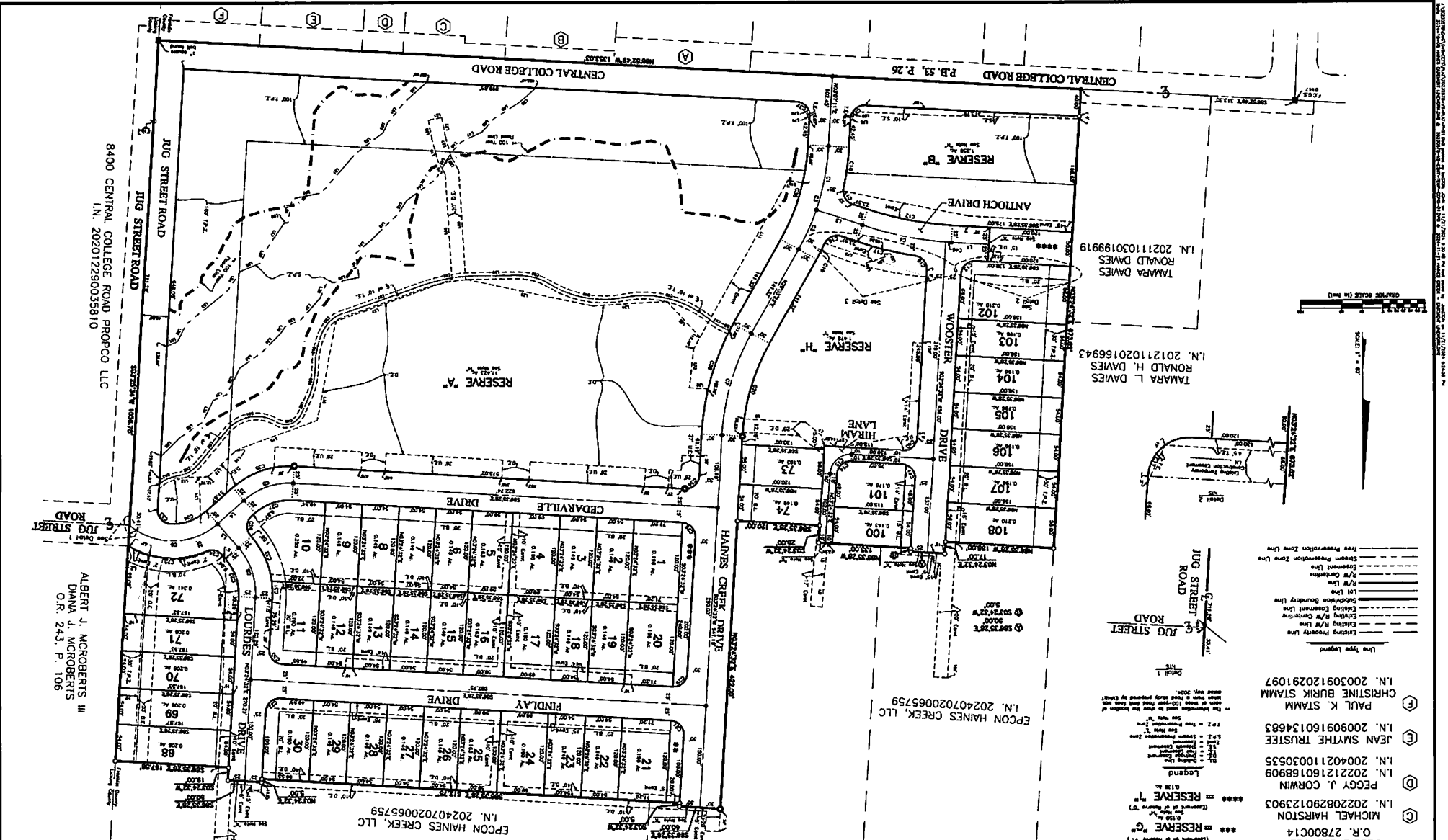
File No. _____

Recorded this ___ day of ___, 20__
Deputy Recorder, Franklin County, Ohio

Flat Book _____ Page _____

THE COURTYARDS AT HAINES CREEK

PHASE 1



- Line Type Legend
- Existing Property Line
 - Existing R/W/Centerline
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W/Centerline
 - Stream Preservation Zone Line
 - Stream Preservation Zone Line

- (A) CITY OF NEW ALBANY
I.N. 20226240094052
- (B) RICHARD EUGENE ULERY
O.R. 27800C14
- (C) MICHAEL HARSTON
I.N. 202208290123903
- (D) PEGGY J. CORWIN
I.N. 2004021100305335
- (E) JEAN SMYTHE TRUSTEE
I.N. 200909160134683
- (F) CHRISTINE BURK STAMM
I.N. 200309120291097

Legend

1" = 1" Horizontal Scale
1" = 1" Vertical Scale

1" = 1" Horizontal Scale
1" = 1" Vertical Scale

1" = 1" Horizontal Scale
1" = 1" Vertical Scale

RESERVE "A"
RESERVE "B"
RESERVE "H"
RESERVE "G"
RESERVE "F1"
RESERVE "F2"
RESERVE "F3"
RESERVE "F4"
RESERVE "F5"
RESERVE "F6"
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RESERVE "F30"

EPON HAINES CREEK, LLC
I.N. 202407020065759

EPON HAINES CREEK, LLC
I.N. 202407020065759

8400 CENTRAL COLLEGE ROAD PROPCO LLC
I.N. 202012290035810

ALBERT J. MCROBERTS III
DIANA J. MCROBERTS
O.R. 243, P. 106



ORDINANCE O-49-2024

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 30.04 +/- ACRES OF LAND GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK ROAD AND SOUTH OF BRANDON ROAD FOR AN AREA TO BE KNOWN AS THE "EAST NINE ZONING TEXT" FROM ITS CURRENT ZONING OF "C-PUD" COMPREHENSIVE-PLANNED UNIT DEVELOPMENT TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY THE NEW ALBANY COMPANY, LLC C/O AARON L. UNDERHILL, ESQ.

WHEREAS, the council of the city of New Albany has determined that it is necessary to rezone certain property located within the city to promote orderly growth and development of lands; and

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

WHEREAS, pursuant to the application by the New Albany Company LLC c/o Aaron Underhill, Esq., the New Albany Planning Commission reviewed the proposed zoning amendment and recommended its approval on November 18, 2024 (ZC-71-2024).

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

Section 1. Council hereby amends the zoning ordinance map of the city of New Albany to change the zoning classification of the following described site:

A. An approximately 30.04 +/- acre site within Franklin County, generally located north and west of Lambton Park Road and south of Brandon Road from its current zoning of Comprehensive Planned Unit Development (C-PUD) to Infill Planned Unit Development (I-PUD).

B. The zoning district's text and boundary map are hereby attached and marked Exhibit A.

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

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2024.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 11/14/2024

Introduced: 12/17/2024

Revised:

Adopted:

Effective:

**EAST NINE INFILL PLANNED UNIT DEVELOPMENT (I-PUD)
ZONING TEXT**

November 27, 2024

I Introduction: The East Nine I-PUD consists of 30.04+/- acres within the New Albany Country Club Communities, being surrounded by the golf course on all four sides. The site has been developed with public infrastructure, including (but not limited to) an extension of Head of Pond Road into the property from Lambton Park Road on the southwest, an extension of Baughman Grant into the property from the north, other internal streets, and utilities and stormwater management infrastructure. While infrastructure has been constructed, no homes have been built within the subdivision. The applicant desires to reconfigure parcels within the subdivision and to make some limited public infrastructure modifications and is pursuing this rezoning to accommodate these changes.

This rezoning will facilitate the creation of estate lots along with a pocket of upscale, clustered housing in the southeastern portion of the development to frame an open space that will be meticulously designed to create a notable feature for the neighborhood. In addition, a so-called “gatehouse” residence will be located near to the entrance into the neighborhood at the intersection of Head of Pond Road and Lambton Park Road in order to create a truly unique entry feature into the development. Other enhancements will be made to the vehicular entrances into the development, and modifications and upgrades are planned to an existing pedestrian overlook over a centralized pond, along with the addition of a second overlook. Most existing asphalt paths will be replaced with a brick sidewalk network internal to the site.

II. Subareas: The vast majority of the site is part of an existing platted subdivision known as The New Albany Country Club Section 30, and prior to the approval of this text is zoned as Subarea 1D of the 1998 NACO C-PUD. In addition to including all of the property within Section 30, the East Nine I-PUD will include a very limited portion of Subarea 1G of the 1998 NACO C-PUD. The East Nine I-PUD includes three subareas. Subarea 1 encompasses 26.30+/- acres covering the entire northern and central portions of the development, along with the central portions of the southernmost areas, and will contain estate lots. Subarea 2 totals , 3.40+/- acres within the southeastern portion of the development that will accommodate clustered housing. Subarea 3 includes 0.34+/- acres located near the entrance to the community at the intersection of Lambton Park Road and Head of Pond Road.

III. Development Standards: Homes shall comply with the design guidelines of the development standards in this text. Unless otherwise specified in the submitted drawings or in this written text the development standards of Title Five of Part Eleven of the Codified Ordinances of the City of New Albany shall apply to this zoning district. If there is a conflict between the development standards contained in the Codified Ordinances and this text, the standards contained in this text shall govern.

Exhibit A – O-49-2024

IV. Subarea 1: The standards and requirements in this Section IV shall apply to Subarea 1.

A. Permitted Uses: Permitted uses include single-family detached homes, related accessory uses, and publicly or privately-owned parks and open spaces.

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 29 units in Subarea 1.
2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.
3. Minimum Lot Width: There shall be a minimum lot width of 90 feet at the building line.
4. Minimum Lot Depth: There shall be no minimum lot depth.
5. Setbacks:
 - a. Front Yards: The minimum front yard setback on a lot shall be 20 feet from the edge of right-of-way.
 - b. Side Yards: The minimum side yard setback on a lot shall be 15 feet.
 - c. Rear Yards: The minimum rear yard setback on a lot shall be 25 feet.
 - d. Encroachments: Stoops, steps, and covered porches shall be permitted to encroach up to 5 feet into the minimum front yard setback. No encroachments into right-of-way or across a lot line shall be permitted on the lot that is identified in the immediately preceding subsection d.

C. Perimeter Landscaping: Along each perimeter boundary of Subarea 1 which is shared with property that is located outside of this zoning district, enhanced landscaping shall be provided in order to delineate this subdivision from the golf course. Such landscaping shall be provided within a 20-foot wide landscaping easement measured from each such perimeter boundary line. With the landscaping plan that is filed as part of a final development plan, the applicant shall provide the details for this landscaping.

V. Subarea 2: The standards and requirements in this Section V shall apply to Subarea 2.

A. Permitted Uses: Permitted uses include single-family detached and/or attached homes, related accessory uses, and publicly or privately-owned parks and open spaces.

Exhibit A – O-49-2024

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 10 units in Subarea 2.
2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.
3. Minimum Lot Depth: There shall be no minimum lot depth.
4. Setbacks: There shall be no minimum setbacks from any lot lines for parcels within this subarea for primary or accessory structures (detached or attached).

VI. Subarea 3: The standards and requirements in this Section VI shall apply to Subarea 3.

A. Permitted Uses: Permitted uses include single-family detached and/or attached homes, related accessory uses, and publicly or privately-owned parks and open spaces.

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 1 unit in Subarea 3.
2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.
3. Minimum Lot Depth: There shall be no minimum lot depth.
4. Setbacks: Setbacks from lot lines within this subarea shall be specified in a final development plan for review and approval.

VII. Standards Applicable to Both Subareas: The standards and requirements in this Section VII. shall be applicable to all subareas:

A. Architectural Standards: All homes shall be designed in accordance with the City's Design Guidelines and Requirements (DGRs). Maximum building heights shall be 35 feet.

B. Access Points: The vehicular access points to and from the zoning district exist and are both from the intersection of Lambton Park Road and Head of Pond Road and from Baughman Grant.

C. Rights-of-Way, Streets: Rights-of-way within this zoning district were previously dedicated to the City of New Albany as provided in that certain plat for The New Albany Country Club Section 30, which is of record with the Office of the Recorder of Franklin County,

Exhibit A – O-49-2024

Ohio in Plat Book 132, Pages 86-89. The subdivision will be re-platted following this rezoning and approval of final development plans in order to reflect the approved standards and requirements of this application. Right-of-way and existing pavement widths shall remain as they exist within this I-PUD as provided in the existing plat and shall be reflected in the re-plat, except that the location of a limited portion of Head of Pond Road shall be modified along the eastern portion of Subarea 2 that has frontage on that street. The modified location of this portion of the street is illustrated in an accompanying exhibit but shall have a final location and specifications as approved in a final re-plat. The re-plat for this subdivision shall provide for a dedication of right-of-way to the City as necessary to accommodate the modified right-of-way location, as well as a dedication of any necessary associated easements. The City shall vacate any right-of-way and easements which are no longer needed to accommodate the street, utilities, or other public improvements once the re-plat is recorded, either as part of that re-plat or by other appropriate City action.

Within Subarea 2, a new public street will be provided in a “loop” configuration. The minimum right-of-way for this street shall be determined as part of the review and approval of a final development plan based on the final design of improvements within this subarea. Pavement for this street shall be a minimum of 20 feet in width unless otherwise approved as part of a final development plan. This street may be platted as part of the initial re-platting of the subdivision or may be platted as part of a further subsequent re-plat for Subarea 2. Green space within the public street loop shall be permitted to have hardscape and decorative vertical improvements, which may extend into the right-of-way if approved as part of a final development plan.

D. Lot Coverage. There shall be no maximum lot coverage ratio in this zoning district.

E. Parking:

1. Off-Street Parking: All homes shall be required to have a minimum of 2 off-street parking spaces on their driveways in addition to a minimum of 2 parking spaces within a garage.

2. On-Street Parking: Parking shall be permitted on both sides of the public streets within Subarea 1 and on one side of the public street in Subarea 2, except in areas where such parking will cause a traffic safety concern, as determined at the time of final development plan approval.

E. Public Sidewalks: A public brick sidewalk shall be located within the right-of-way on both sides of each of Head of Pond Road and Baughman Grant and along the western side of Head of Pond Court. An existing asphalt path shall remain along the east side of Head of Pond Court extending from its intersection with Head of Pond Road and through the zoning district. Existing public sidewalks and leisure paths shall be removed to accommodate the brick sidewalks, which shall be a minimum of 4 feet in width.

Exhibit A – O-49-2024

F. Buffering, Landscaping, Open Space and Screening Commitments:

1. Parkland and Open Space: Parkland shall be dedicated to the City, and privately-owned open spaces shall be provided, in locations as specifically approved as part of one or more final development plans. Ownership of and maintenance responsibilities for these areas shall be defined and approved with the final development plan. To the extent that parkland and/or open space requirements of the City's Codified Ordinances cannot be provided within this zoning district, the developer shall withdraw parkland credits from its parkland bank that was created as part of the 1998 NACO PUD. The quantity of the withdrawal shall be detailed in a final development plan application.

2. Central Stormwater Management Basin. The stormwater management basin that will be centrally located within the development will be located in whole or in part on privately owned lots. The basin shall be maintained by a forced and funded property owners' association and appropriate easements will be provided in a final plat or other recorded easement instrument(s) in order to memorialize the rights and obligations of the association in this regard.

3. Street Trees: Street trees shall be permitted but shall not be required in Subarea 2. If street trees are provided, details regarding their sizes and spacing shall be provided at the time of final development plan approval for this subarea.

4. Exemption to Section 1187.15(c)(6): This zoning district shall be exempt from the requirement of Section 1185.15(c)(6) that would otherwise require all residences to be located within 1,200 feet of playground equipment.

G. Lighting:

1. Uplighting: Uplighting of the exterior of a home shall be prohibited.

2. Street Lights: Street lighting shall be provided at each street intersection with the fixture, color and spacing to be approved at time of final development plan. Street light height shall not exceed 18 feet in height. Street light poles and fixtures shall be consistent in height, color, and appearance throughout Subarea 1.

3. Entry Features: Lighting of entry features and any additional proposed lighting shall be provided and approved at time of final development plan. Ground mounted lighting shall be shielded and landscaped.

4. Fixtures: Fully shielded, downcast, cut-off type lighting fixtures shall be required. Exterior lighting fixtures shall be similar in appearance throughout Subarea 1

5. Other Requirements: Except as otherwise expressly provided in this text, lighting shall be provided in accordance with the City's Codified Ordinances.

Exhibit A – O-49-2024

H. Storage:

1. Storage Sheds: Storage sheds and other prefabricated storage structures shall be prohibited.

2. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, adjacent lots or developments.

3. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

I. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas.

J. Utilities: All new utility lines shall be placed underground.

K. Graphics and Signage Commitments: This zoning district shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entrances into the zoning district from Lambton Park Road and Baughman Grant shall be permitted with designs that are approved by the Planning Commission as part of a final development plan.

XIII. Miscellaneous Standards:

A. Housing Bank: The approved zoning for the property within this zoning district as it exists prior to the approval of this rezoning allows for a maximum of 88 homes to be constructed. A previously approved final development plan and the plat for this subdivision provided for 36 homes to be constructed on the property, with the balance of the 88 homes that are permitted on the site having been deposited into the so-called “housing bank” under the 1998 NACO PUD. This rezoning allows for the construction of up to 40 homes in this zoning district. The applicant shall withdraw 4 units from the housing bank to accommodate the additional homes to be developed in this zoning district as compared to the previously approved subdivision.

B. Variances and Appeals:

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

Exhibit A – O-49-2024

structure permitted.

2. Variance and Appeals Process: The procedures and requirements of Chapter 1113, Appeal and Variances, of the Codified Ordinances of the City of New Albany shall be followed in cases of appeals. Requests for variances shall be heard by the Planning Commission.



RESOLUTION R-57-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH AMERICAN ELECTRIC POWER SERVICE CORPORATION FOR ITSELF AND AS AGENT FOR OHIO POWER COMPANY

WHEREAS, American Electric Power Service Corporation for itself and as agent for Ohio Power Company (the "Company") previously acquired land in the City of New Albany (the "Project Site") for the development of real property and the acquisition of personal property (the "Project"), and in support of the development of the Project the City and the Company entered into a Community Reinvestment Area Agreement dated September 26, 2014 (the "Original CRA Agreement") pursuant to City Resolution No. R-52-2014 adopted August 5, 2014; and

WHEREAS, the City and the Company desire to amend the Original CRA Agreement to incorporate this First Amendment; and

WHEREAS, the Council for the City of New Albany, Ohio (the "City") by its Resolution No. R-20-96 adopted September 10, 1996 (the "Original CRA Legislation"), created the Central College Community Reinvestment Area (the "Original Area"); and by its Resolution No. R-28-98, adopted July 7, 1998, and by Ordinance No. ©-42-2008, adopted October 21, 2008, (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Central College Community Reinvestment Area; and

WHEREAS, in consultation with the Company, the City drafted the First Amendment to the CRA Agreement referred to in Section 1 of this Resolution (the "Agreement"); and

WHEREAS, the City's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement and has recommended the same to City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the City, having the appropriate legal authority, desires to provide certain property tax incentives to encourage the development of the Project; and

WHEREAS, the Board of Education of the New Albany-Plain Local School District has waived their rights to receive notice under Section 5709.83; and

WHEREAS, the City has provided timely notice of this Agreement to the Eastland – Fairfield Career and Technical School District under Ohio Revised Code Section 5709.83.

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

Section 1. First Amendment of the Community Reinvestment Area Agreement. The First Amendment to the Community Reinvestment Area Agreement by and between the City and the Company, 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 and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute that First Amendment of the Community Reinvestment Area Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by this execution of the amended Community Reinvestment Area Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, 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 Resolution and the transactions referenced or contemplated in this Resolution and the First Amendment of the Community Reinvestment Area Agreement and approved in this Resolution.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of Council and any of its committees concerning and relating to the adoption of this legislation were taken in an open meeting of Council and 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 4. Effective Date. This resolution is declared to be in full force and effect from 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: 12/06/2024

Introduced: 12/17/2024

Revised:

Adopted:

Effective:

PROPOSED



RESOLUTION R-58-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH AMERICAN ELECTRIC POWER SERVICE CORPORATION, AS AGENT FOR AEP OHIO TRANSMISSION COMPANY, INC.

WHEREAS, American Electric Power Service Corporation, as agent for AEP Ohio Transmission Company, Inc. (the "Company") previously acquired land in the City of New Albany (the "Project Site") for the development of real property and the acquisition of personal property (the "Project"), and in support of the development of the Project. The City and the Company entered into a Community Reinvestment Area Agreement dated October 17, 2014 (the "Original CRA Agreement") pursuant to City Resolution No. R-25-2014 adopted April 15, 2014.

WHEREAS, the City and the Company desire to amend the Original CRA Agreement to incorporate this First Amendment; and

WHEREAS, Council previously created the current Oak Grove II Community Reinvestment Area by its Resolution No. R-17-09 adopted March 3, 2009, as supplemented by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-12 adopted October 12, 2012, No. R-26-13 adopted July 16, 2013, No. R-72-14 adopted September 9, 2014, No. R-49-2015 adopted November 17, 2015, No. R-45-16 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-46-2021 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, 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, and

WHEREAS, in consultation with the Company the city has drafted the First Amendment to the CRA Agreement referred to in Section 1 of this Resolution (the "Agreement"); and

WHEREAS, the City's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement and has recommended the same to City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the City, having the appropriate legal authority, desires to provide certain property tax incentives to encourage the development of the Project; and

WHEREAS, the Licking County Joint Vocational School District (C-TEC) and the Licking Heights Local School District, and the Boards of Education of both those School Districts have waived their rights to both receive notice under Section 5709.83 of the Revised Code and approve the First Amendment of the CRA Agreement.

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

Section 1. First Amendment to the Community Reinvestment Area Agreement. The First Amendment to the Community Reinvestment Area Agreement by and between the City and the Company, 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 and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute the amended Community Reinvestment Area Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by his execution of the amended Community Reinvestment Area Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, 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 Resolution and the transactions referenced or contemplated in this Resolution and the First Amendment of the Community Reinvestment Area Agreement and approved in this Resolution.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of Council and any of its committees concerning and relating to the adoption of this resolution were taken in an open meeting of Council and 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 4. Effective Date. This resolution is declared to be in full force and effect from 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: 12/06/2024

Introduced: 12/17/2024

Revised:

Adopted:

Effective:

PROPOSED