



ORDINANCE O-21-2025

AN ORDINANCE APPROVING AGREEMENTS BETWEEN THE CITY OF NEW ALBANY AND JERSEY TOWNSHIP FOR THE PURPOSE OF CREATING THE WORTHINGTON ROAD JOINT ECONOMIC DEVELOPMENT DISTRICT, THE MORSE ROAD JOINT ECONOMIC DEVELOPMENT DISTRICT, AND THE NORTHEAST MINK STREET JOINT ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, the City of New Albany has a record of implementing sound planning practices and producing robust, high-quality development; and

WHEREAS, Jersey Township wishes to pursue development opportunities that will benefit the township and the City of New Albany has an interest in assisting Jersey Township in its efforts to encourage high-quality development; and

WHEREAS, the city and township desire to create three (3) joint economic development districts (JEDDs) pursuant to Ohio Revised Code Section 715.72 (the "JEDD Statute") to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Jersey Township, the City of New Albany, and the State of Ohio; and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the parties to the JEDDs is contiguous to the territory of at least one other party; and

WHEREAS, the respective legislative authorities of Jersey Township and New Albany each have approved, authorized, and directed the execution of the JEDD agreements by their respective signatories in accordance with this ordinance.

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

Section 1. The city manager is hereby authorized to enter into a Worthington Road Joint Economic Development District (JEDD) Agreement with Jersey Township in a substantially similar form to that which is attached as Exhibit A to this ordinance.

Section 2. The city manager is hereby authorized to enter into a More Road Joint Economic Development District (JEDD) Agreement with Jersey Township in a substantially similar form to that which is attached as Exhibit B to this ordinance.

Section 3. The city manager is hereby authorized to enter into a Northeast Mink Street Joint Economic Development District (JEDD) Agreement with Jersey Township in a substantially similar form to that which is attached as Exhibit C to this ordinance.

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

Section 5. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 04/21/2024
Introduced: 05/20/2025
Postponed: 06/03/2025 to 06/24/2025
Revised:
Adopted:
Effective:

WORTHINGTON ROAD JOINT ECONOMIC DEVELOPMENT DISTRICT
(JEDD) AGREEMENT

This Joint Economic Development District Agreement (this “Agreement”) is entered into on the last date of signature below (the “Effective Date”), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the “Township”), a political subdivision of the State of Ohio having an address for the purposes hereof at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a “JEDD Party” and together as the “JEDD Parties”.

RECITALS

WHEREAS, the Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”) to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the City, and the State of Ohio (the “State”); and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party; and

WHEREAS, the respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Resolution No. _____, enacted by New Albany City Council on _____, and Resolution No. _____, adopted by unanimous vote of the members of the Board of Trustees of Jersey Township on _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the JEDD Parties agree as follows:

AGREEMENT

Section 1. **Creation of District**. Township and City hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in **Exhibit A** (attached to this Agreement and incorporated herein by this reference) (the “JEDD Area”), shall be known as the “Jersey-New Albany Joint Economic Development District No. 1”, and shall hereinafter be referred to as the “District”.

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. **Intent**. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide public infrastructure and governmental services to the area within the District and to more effectively promote economic development within the Township, the City, and the District; and

B. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Township, and the City; and

C. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the Parties, to (a) add real property within Jersey to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment. Parties shall schedule and hold the public hearing, and take legislative action within ninety (90) days of written receipt of a petition to add or remove real property.

Section 2. Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Township and the City have lawfully executed this Agreement, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Agreement. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Agreement may be terminated at any time by mutual consent of the Parties. In order for such termination to be effective, legislative action by the Township and the City shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

Unless the Township and the City mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 7 below (the "District Income Tax") within one hundred eighty (180) days after the initial meeting of the Board.

Upon termination of this Agreement, any real and personal property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to the Township. Also, upon termination of the Agreement, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township in the same manner as other public records of the Township.

Section 3. Provision of Services to the District.

A. By Township. In addition to any other services to be provided as expressly set forth

in this Agreement, the Township shall provide, or cause to be provided, all usual and customary governmental services furnished by the Township to unincorporated portions of the Township that are located outside of the District.

B. By City. In addition to any other services to be provided as expressly set forth in this Agreement, the City shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The economic development plan for the District (the "Economic Development Plan") shall consist of the economic development plan attached hereto and incorporated herein as Exhibit B to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

Section 5. Board of Directors. The Township and the City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area that is included within the District, then in accordance with Ohio Revised Code Section 715.72(P)(1) the Board shall initially consist of the following five members:

- A. One member representing the City;
- B. One member representing the Township;
- C. One member representing owners of businesses located within the District;
- D. One member representing the persons working within the District; and
- E. One member representing the Licking Regional Water District.

New Albany City Council shall appoint the members described in Sections 5.A and 5.C. above. The Jersey Township Board of Trustees shall appoint the members described in Sections 5.B and 5.D above. The board member described in section 5.E above shall be appointed by the members as contemplated in 5.A, 5.B, 5.C, and 5.D above and from a list of eligible candidates submitted by the Licking Regional Water District.

The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in Sections 5.A, 5.B, with the third member of the Board to be appointed by unanimous vote of the members as contemplated in Sections 5.A and 5.B and from a list of eligible candidates submitted by the Licking Regional Water District. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in Sections 5.C and 5.D above. Such appointments shall be made within ninety (90) days after the date when the first business begins

operating within the District and the Board and City have received written notification of the commencement of the business' operations from Township. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance. The Board members described in Section 5.C and Section 5.D above shall be appointed as described above.

The terms of office of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). The member of the Board described in Section 5.E above shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in Sections 5.A, 5.B, 5.C, and 5.D above shall serve at the pleasure of the entity or organization appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

Section 6. Powers, Duties, Functions. The Board shall have the following powers, duties, and functions:

A. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than sixty (60) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Jersey Township or at other locations within the Township or the City as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the City. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of

the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

B. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

C. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

i. Chairperson. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

ii. Vice Chairperson. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

iii. Secretary. The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

iv. Treasurer. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to the Treasurer and shall regularly share the same with the Board.

D. Signing Authority. The Board shall designate, by resolution or in its by-laws, those Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

E. Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purposes of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

F. Accounting and Reporting. The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the City's Director of Finance and to the

Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

- i. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and
- ii. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the City's Finance Director and the Township's Fiscal Officer with such other financial and JEDD governance and operational information as they may reasonably request from time-to-time.

- i. Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof; and
- ii. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District; and
- iii. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, the Township, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference; and
- iv. Enter into agreements pursuant to which the District or other parties, and engineer Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided; and
- v. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials so provided; and
- vi. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District; and
- vii. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party; and
- viii. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, Licking County, and the State; and
- ix. Make and enter into agreements and/or authorize one or more Officers to

execute agreements necessary or incidental to the performance of the Board's and the District's duties and the execution of its powers under this Agreement; and

x. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District; and

xi. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

xii. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties; and

xiii. Enter into an agreement with a JEDD Party or private third parties to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment; and

xiv. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services; and

xvi. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

Section 7. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District and in accordance with Ohio Revised Code Section 715.72 (the "District Income Tax"). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the "Maintenance Fee"). The Board shall enact the District Income Tax authorized by this Section within one hundred eighty (180) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.0%) and shall change from time-to-time to remain equal to the rate of the

municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City's municipal income tax and acceptable to the City's Director of Finance. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than the City. Within thirty (30) days following the first meeting of the Board, Jersey shall contribute the sum of five thousand and 00/100 Dollars (\$5,000) to the District, and such funds shall be used to cover the operating expenses of the District until such time as other revenue streams (such as but not limited to the District Income Tax) are available for the District's use. A JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

Section 8. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the "Administrator"), and shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement also shall provide that the Administrator shall make a report to the City, Township, and Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall provide for the payment of a fee by the District to the City in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the "City Administration Fee") in an amount not to exceed four percent (4%) of the gross amount of the District Income Tax that is collected, or RITA's fees associated with the collection of the District Income Tax, whichever is greater.

Section 9. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as Exhibit D (the "Schedule for the Collection of the Income Tax") to this Agreement.

Section 10. Distribution of District Income Tax. No less frequently than twice annually, the Administrator shall first pay the City Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the City Administration Fee and Maintenance Fee shall constitute the ("Net Taxes"). The Net Taxes shall be paid by the Administrator to the Board. On or before the forty-fifth (45th) day after such funds have been transferred to the Board, the Board shall disburse the Net Taxes as follows:

- A. Jersey Share. Transfer to the Township an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by the Township for any lawful purpose; and
- B. New Albany Share. Transfer to the City an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the City for any lawful purpose; and

- C. JEDD Board Infrastructure Fund Share. Transfer to the JEDD Board an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the JEDD Board as described in the following Section 11.; and
- D. Licking Regional Water District Share. Transfer to the Licking Regional Water District an amount equal to twenty (20%) of the Net Taxes. This amount shall be used by the Licking Regional Water District for any lawful purpose.

Section 11. Infrastructure Fund and Related Expenditures. The JEDD Parties desire to set aside funds that will be utilized for the benefit of the JEDD Area and/or surrounding areas which are identified in Exhibit E (the "Infrastructure Funds Intended Use Areas"), which is attached hereto and incorporated herein by reference. Upon the Board's periodic receipt of Infrastructure Funds, they shall be deposited into one or more bank and/or investment accounts (the "Infrastructure Accounts") at one or more financial institutions selected by the Board. Funds in the Infrastructure Accounts shall be held (and, as determined at the general direction of the Board, invested) and disbursed by the Board to partially or fully fund or provide the means of paying debt service on any mechanism used to finance the costs of Public Infrastructure Improvements which, once constructed, will benefit the JEDD Area. Funding or financing of the costs of Public Infrastructure Improvements may be completed by one or some combination of the District, any JEDD Party, any third party public or quasi-public entity, or a third party lender, provided that the payments of monies from the Infrastructure Accounts to JEDD Parties or to third party public or quasi-public entities shall be completed in accordance with a written agreement between the District (by and through any necessary authority granted by the Board) and such other parties. Nothing shall prohibit the Board from providing assistance with the funding or financing of Public Infrastructure Improvements which also benefit areas outside of the JEDD Area if the JEDD Area is benefitted.

Use and distribution of Infrastructure Funds for the purposes contemplated in the immediately preceding paragraph shall be undertaken pursuant to a resolution adopted by a majority of the members of the Board. The Board may also contract directly with private parties to partially or fully fund the construction of Public Infrastructure Improvements which are to be constructed by the private party if deemed to be necessary, expedient, or more efficient for such party to undertake such construct rather than the District, any JEDD Party, or any third-party public or quasi-public entities and provide for the reimbursement of such private party expenditures.

Section 12. Annexation; Zoning; Other Revenues.

A. Annexation Prohibition. During the initial term of this Agreement and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of Jersey Township adopts a resolution consenting to the commencement of the proceeding. Notwithstanding the foregoing, the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, the City agrees that so long as this Agreement remains in effect and unless Jersey adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

B. Subdivision Authority. Unless preempted by the Township in accordance with relevant provisions of Ohio law, Licking County shall retain and administer all platting and

subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. Township Tax Revenues. The Township shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to Ohio Revised Code Section 715.72(U), to the extent it is permitted by law the Township shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing within the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township also shall have the right to issue and reissue levies within all areas of Jersey Township, including the territory in the District, for any purpose permissible under law.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O). The Township agrees that it shall, on behalf of itself and the City, send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, the Township, and the City, and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, the Township, and the City.

Section 16. Support of Agreement.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each

Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

Section 18. Severability. In the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

A. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

B. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

C. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Section 20. Notices. 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 entity 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. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jersey Township Board of Trustees
Attn: Fiscal Officer
1481 Mink Street SW
Pataskala, Ohio 43062

With a copy to:

Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
6797 North High St, Suite 350
Worthington, Ohio 43085

The City at:

City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054

With a copy to:

Benjamin Albrecht, Esq.
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of The Township and the City, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Township and the City are also subject to the certification of the Director of Finance of the City or the Township's Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of the Township and the City, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

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IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

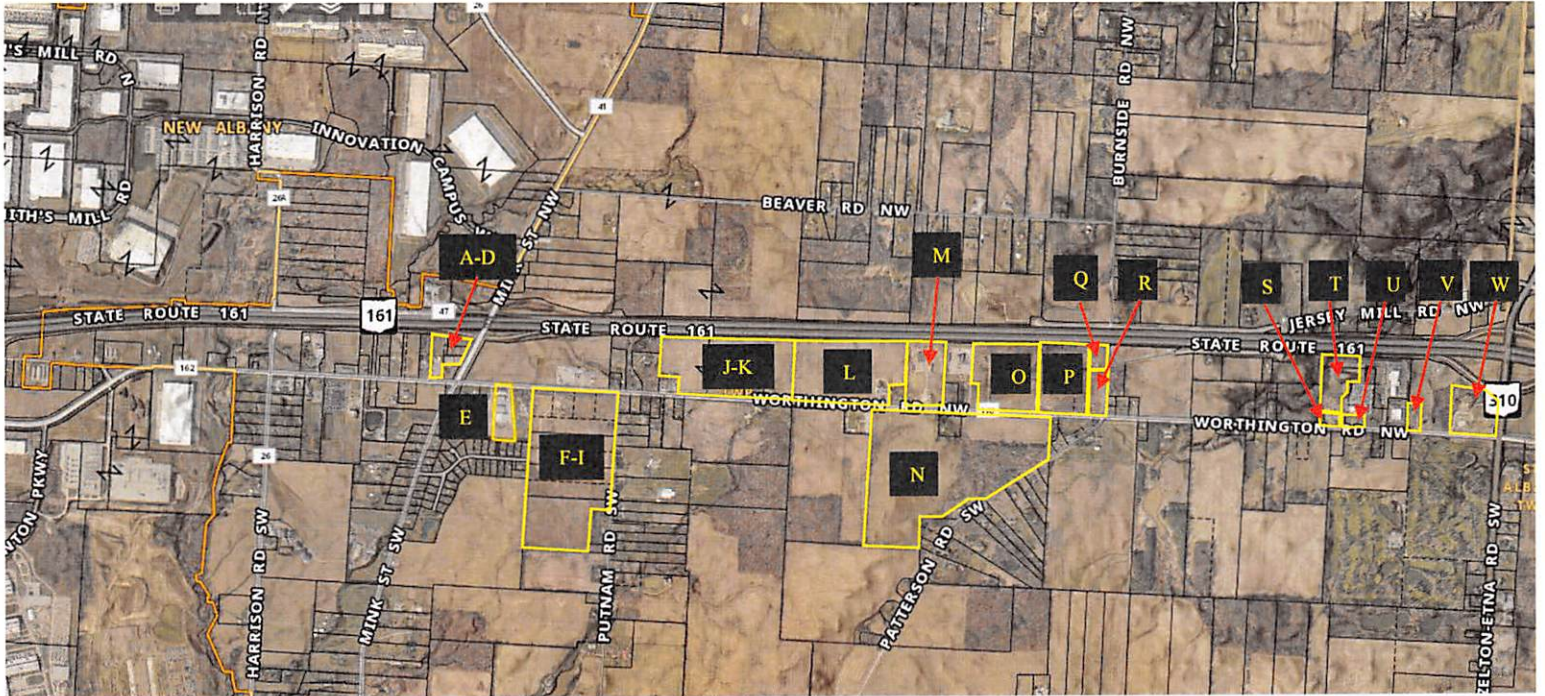
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 2025

EXHIBIT A to JEDD

JEDD Area



NOTE: In accordance with ORC§715.72(E)(1)(b), “No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.” As such, any and all residences, including a one-square acre area surrounding any such residence, that exists within the JEDD Area on the Effective Date is specifically excluded from inclusion in the JEDD Area.

Parcel ID	Owner	Parcel number	Acreage
A	Jersey Township	035-107400-06.000	1.00
B	Jersey Township	035-108738-00.000	0.91
C	Jersey Township	035-106776-01.000	0.96
D	Jersey Township	035-107400-02.000	3.71
E	3 rd Gen Properties LLC	082-107442-00.002	5.53
F	Jersey 1820 LTD	082-106920-00.002	20.84
G	Jersey Warehouse I LTD	082-106920-00.000	15.25
H	Jersey Warehouse I LTD	082-106920-00.006	15.29
I	Jersey 1820 LTD	082-106920-00.001	20.08
J	WR161 LLC	035-107184-00.000	13.58
K	WR161 LLC	036-110352-00.000	27.62
L	James Heimerl	036-110286-00.000	45.36
M	Tupelo Tree LTD	036-110124-00.017	14.04
N	Licking Memorial Health Foundation	083-110478-00.000	96.21
O	PJP Holdings LLC	036-110124-00.004	23.68
P	Elizabeth Snyder	036-110334-00.000	18.6
Q	Dawn Quinn	036-110334-00.001	2.85
R	Andrew Spencer	036-110460-00.000	5.50
S	Coughlin Automotive	036-110442-00.002	1.64
T	Coughlin Automotive	036-110442-00.010	9.30
U	Coughlin Automotive	036-110442-00.003	1.70
V	Coughlin Automotive	036-110466-00.001	2.00
W	1395 S Court LLC	036-110472-00.000	11.94

EXHIBIT B to JEDD
Economic Development Plan

The purpose for the creation of the Jersey-New Albany Joint Economic Development District No. 1 (the "JEDD") by Jersey Township (Licking County), Ohio ("Jersey"), and the City of New Albany, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Jersey Township, the City of New Albany, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD upon and after the Effective Date that are taxed at the "Class II" rate by the Licking County Auditor. Specifically, existing agricultural and existing residential uses are not subject to the income tax. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract. The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the City, and the Licking Regional Water District. The Township, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Gateway Community Improvement Corporation, as well as grants, low interest loans, and forgivable loans.

- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.
- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Jersey Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Township and the City shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Jersey Township had the JEDD not be in existence. If Licking Regional Water District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Licking Regional Water District.
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Jersey Township's Comprehensive Plan, as well as other long-term planning goals established by the Township. The Township and/or the City may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. The Township will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The Township and the City will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

EXHIBIT C to JEDD

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to

streetscape improvements in conjunction with and along the roadway improvements described above.

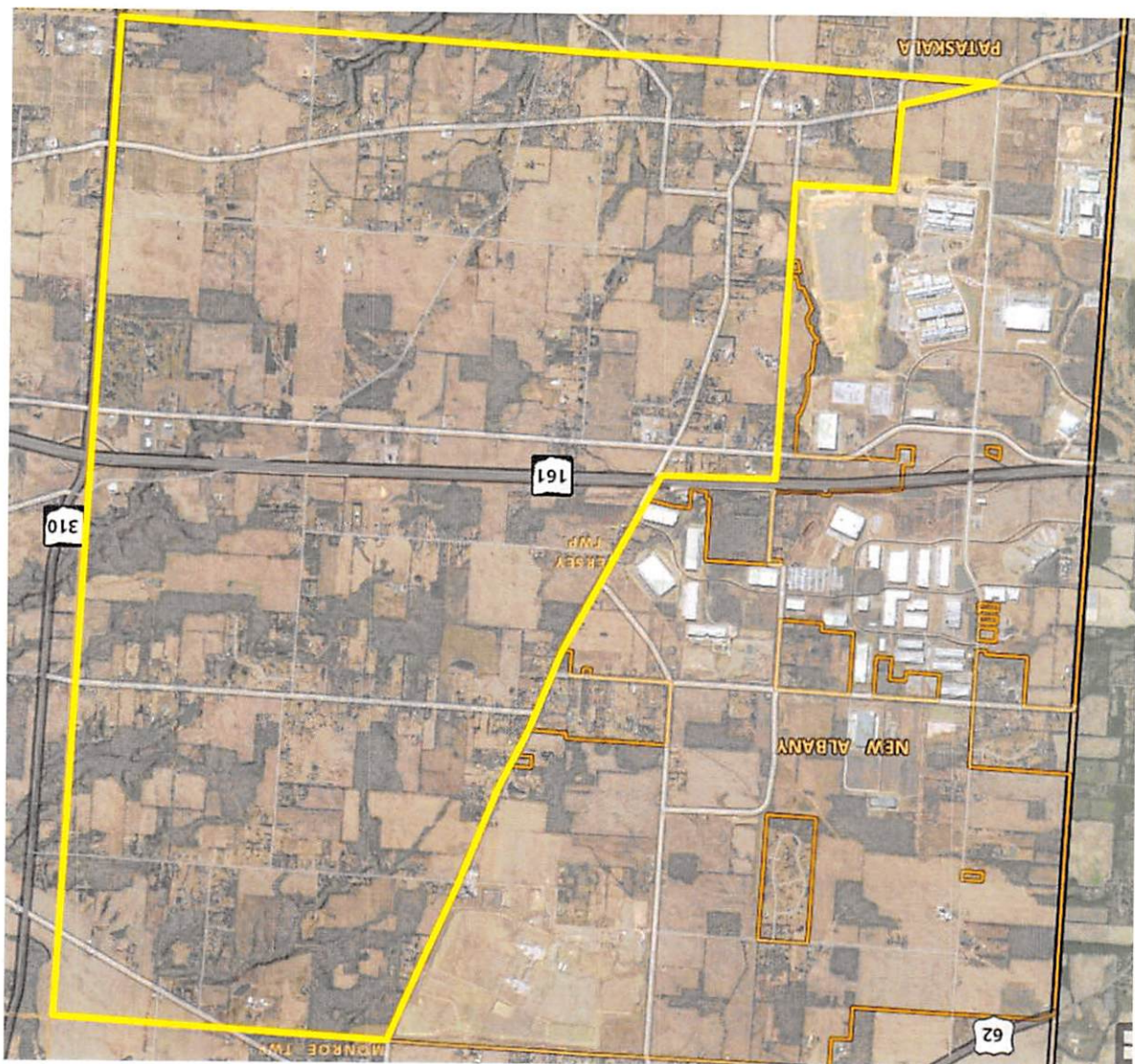
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Property.

EXHIBIT D to JEDD

Schedule for the Collection of the Income Tax

The Jersey-New Albany Joint Economic Development District No. 1 (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of New Albany, Ohio (the “City”) and Jersey Township (Licking County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.0%) for distribution to the Board, the City and the Township.

EXHIBIT E to JEDD
Infrastructure Funds Intended Use Area



MORSE ROAD JOINT ECONOMIC DEVELOPMENT DISTRICT
(JEDD) AGREEMENT

This Joint Economic Development District Agreement (this "Agreement") is entered into on the last date of signature below (the "Effective Date"), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the "Township"), a political subdivision of the State of Ohio having an address for the purposes hereof at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a "JEDD Party" and together as the "JEDD Parties".

RECITALS

WHEREAS, the Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the "JEDD Statute") to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the City, and the State of Ohio (the "State"); and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party; and

WHEREAS, the respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Resolution No. _____, enacted by New Albany City Council on _____, and Resolution No. _____, adopted by unanimous vote of the members of the Board of Trustees of Jersey Township on _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the JEDD Parties agree as follows:

AGREEMENT

Section 1. Creation of District. Township and City hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in Exhibit A (attached to this Agreement and incorporated herein by this reference) (the "JEDD Area"), shall be known as the "Jersey-New Albany Joint Economic Development District No. 3", and shall hereinafter be referred to as the "District".

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. Intent. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide public infrastructure and governmental services to the area within the District and to more effectively promote economic development within the Township, the City, and the District; and

B. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Township, and the City; and

C. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the Parties, to (a) add real property within Jersey to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment. Parties shall schedule and hold the public hearing, and take legislative action within ninety (90) days of written receipt of a petition to add or remove real property.

Section 2. Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Township and the City have lawfully executed this Agreement, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Agreement. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Agreement may be terminated at any time by mutual consent of the Parties. In order for such termination to be effective, legislative action by the Township and the City shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

Unless the Township and the City mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 7 below (the "District Income Tax") within one hundred eighty (180) days after the initial meeting of the Board.

Upon termination of this Agreement, any real and personal property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to the Township. Also, upon termination of the Agreement, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township in the same manner as other public records of the Township.

Section 3. Provision of Services to the District.

A. By Township. In addition to any other services to be provided as expressly set forth

in this Agreement, the Township shall provide, or cause to be provided, all usual and customary governmental services furnished by the Township to unincorporated portions of the Township that are located outside of the District.

B. By City. In addition to any other services to be provided as expressly set forth in this Agreement, the City shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The economic development plan for the District (the "Economic Development Plan") shall consist of the economic development plan attached hereto and incorporated herein as Exhibit B to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

Section 5. Board of Directors. The Township and the City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area that is included within the District, then in accordance with Ohio Revised Code Section 715.72(P)(1) the Board shall initially consist of the following five members:

- A. One member representing the City;
- B. One member representing the Township;
- C. One member representing owners of businesses located within the District;
- D. One member representing the persons working within the District; and
- E. One member representing the Licking Regional Water District.

New Albany City Council shall appoint the members described in Sections 5.A and 5.C. above. The Jersey Township Board of Trustees shall appoint the members described in Sections 5.B and 5.D above. The board member described in section 5.E above shall be appointed by the members as contemplated in 5.A, 5.B, 5.C, and 5.D above and from a list of eligible candidates submitted by the Licking Regional Water District.

The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in Sections 5.A, 5.B, with the third member of the Board to be appointed by unanimous vote of the members as contemplated in Sections 5.A and 5.B and from a list of eligible candidates submitted by the Licking Regional Water District. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in Sections 5.C and 5.D above. Such appointments shall be made within ninety (90) days after the date when the first business begins

operating within the District and the Board and City have received written notification of the commencement of the business' operations from Township. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance. The Board members described in Section 5.C and Section 5.D above shall be appointed as described above.

The terms of office of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). The member of the Board described in Section 5.E above shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in Sections 5.A, 5.B, 5.C, and 5.D above shall serve at the pleasure of the entity or organization appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

Section 6. Powers, Duties, Functions. The Board shall have the following powers, duties, and functions:

A. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than sixty (60) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Jersey Township or at other locations within the Township or the City as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the City. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of

the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

B. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

C. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

i. Chairperson. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

ii. Vice Chairperson. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

iii. Secretary. The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

iv. Treasurer. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to the Treasurer and shall regularly share the same with the Board.

D. Signing Authority. The Board shall designate, by resolution or in its by-laws, those Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

E. Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purposes of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

F. Accounting and Reporting. The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the City's Director of Finance and to the

Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

- i. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and
- ii. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the City's Finance Director and the Township's Fiscal Officer with such other financial and JEDD governance and operational information as they may reasonably request from time-to-time.

- i. Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof; and
- ii. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District; and
- iii. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, the Township, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference; and
- iv. Enter into agreements pursuant to which the District or other parties, and engineer Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided; and
- v. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials so provided; and
- vi. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District; and
- vii. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party; and
- viii. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, Licking County, and the State; and
- ix. Make and enter into agreements and/or authorize one or more Officers to

execute agreements necessary or incidental to the performance of the Board's and the District's duties and the execution of its powers under this Agreement; and

x. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District; and

xi. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

xii. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties; and

xiii. Enter into an agreement with a JEDD Party or private third parties to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment; and

xiv. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services; and

xvi. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

Section 7. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District and in accordance with Ohio Revised Code Section 715.72 (the "District Income Tax"). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the "Maintenance Fee"). The Board shall enact the District Income Tax authorized by this Section within one hundred eighty (180) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.0%) and shall change from time-to-time to remain equal to the rate of the

municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City's municipal income tax and acceptable to the City's Director of Finance. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than the City. Within thirty (30) days following the first meeting of the Board, Jersey shall contribute the sum of five thousand and 00/100 Dollars (\$5,000) to the District, and such funds shall be used to cover the operating expenses of the District until such time as other revenue streams (such as but not limited to the District Income Tax) are available for the District's use. A JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

Section 8. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the "Administrator"), and shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement also shall provide that the Administrator shall make a report to the City, Township, and Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall provide for the payment of a fee by the District to the City in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the "City Administration Fee") in an amount not to exceed four percent (4%) of the gross amount of the District Income Tax that is collected, or RITA's fees associated with the collection of the District Income Tax, whichever is greater.

Section 9. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as Exhibit D (the "Schedule for the Collection of the Income Tax") to this Agreement.

Section 10. Distribution of District Income Tax. No less frequently than twice annually, the Administrator shall first pay the City Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the City Administration Fee and Maintenance Fee shall constitute the ("Net Taxes"). The Net Taxes shall be paid by the Administrator to the Board. On or before the forty-fifth (45th) day after such funds have been transferred to the Board, the Board shall disburse the Net Taxes as follows:

- A. Jersey Share. Transfer to the Township an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by the Township for any lawful purpose; and
- B. New Albany Share. Transfer to the City an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the City for any lawful purpose; and

- C. JEDD Board Infrastructure Fund Share. Transfer to the JEDD Board an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the JEDD Board as described in the following Section 11.; and
- D. Licking Regional Water District Share. Transfer to the Licking Regional Water District an amount equal to twenty (20%) of the Net Taxes. This amount shall be used by the Licking Regional Water District for any lawful purpose.

Section 11. Infrastructure Fund and Related Expenditures. The JEDD Parties desire to set aside funds that will be utilized for the benefit of the JEDD Area and/or surrounding areas which are identified in Exhibit E (the "Infrastructure Funds Intended Use Areas"), which is attached hereto and incorporated herein by reference. Upon the Board's periodic receipt of Infrastructure Funds, they shall be deposited into one or more bank and/or investment accounts (the "Infrastructure Accounts") at one or more financial institutions selected by the Board. Funds in the Infrastructure Accounts shall be held (and, as determined at the general direction of the Board, invested) and disbursed by the Board to partially or fully fund or provide the means of paying debt service on any mechanism used to finance the costs of Public Infrastructure Improvements which, once constructed, will benefit the JEDD Area. Funding or financing of the costs of Public Infrastructure Improvements may be completed by one or some combination of the District, any JEDD Party, any third party public or quasi-public entity, or a third party lender, provided that the payments of monies from the Infrastructure Accounts to JEDD Parties or to third party public or quasi-public entities shall be completed in accordance with a written agreement between the District (by and through any necessary authority granted by the Board) and such other parties. Nothing shall prohibit the Board from providing assistance with the funding or financing of Public Infrastructure Improvements which also benefit areas outside of the JEDD Area if the JEDD Area is benefitted.

Use and distribution of Infrastructure Funds for the purposes contemplated in the immediately preceding paragraph shall be undertaken pursuant to a resolution adopted by a majority of the members of the Board. The Board may also contract directly with private parties to partially or fully fund the construction of Public Infrastructure Improvements which are to be constructed by the private party if deemed to be necessary, expedient, or more efficient for such party to undertake such construct rather than the District, any JEDD Party, or any third-party public or quasi-public entities and provide for the reimbursement of such private party expenditures.

Section 12. Annexation; Zoning; Other Revenues.

A. Annexation Prohibition. During the initial term of this Agreement and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of Jersey Township adopts a resolution consenting to the commencement of the proceeding. Notwithstanding the foregoing, the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, the City agrees that so long as this Agreement remains in effect and unless Jersey adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

B. Subdivision Authority. Unless preempted by the Township in accordance with relevant provisions of Ohio law, Licking County shall retain and administer all platting and

subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. Township Tax Revenues. The Township shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to Ohio Revised Code Section 715.72(U), to the extent it is permitted by law the Township shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing within the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township also shall have the right to issue and reissue levies within all areas of Jersey Township, including the territory in the District, for any purpose permissible under law.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O). The Township agrees that it shall, on behalf of itself and the City, send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, the Township, and the City, and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, the Township, and the City.

Section 16. Support of Agreement.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each

Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

Section 18. Severability. In the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

A. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

B. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

C. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Section 20. Notices. 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 entity 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. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jersey Township Board of Trustees
Attn: Fiscal Officer
1481 Mink Street SW
Pataskala, Ohio 43062

With a copy to:

Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
6797 North High St, Suite 350
Worthington, Ohio 43085

The City at:

City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054

With a copy to:

Benjamin Albrecht, Esq.
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of The Township and the City, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Township and the City are also subject to the certification of the Director of Finance of the City or the Township's Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of the Township and the City, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

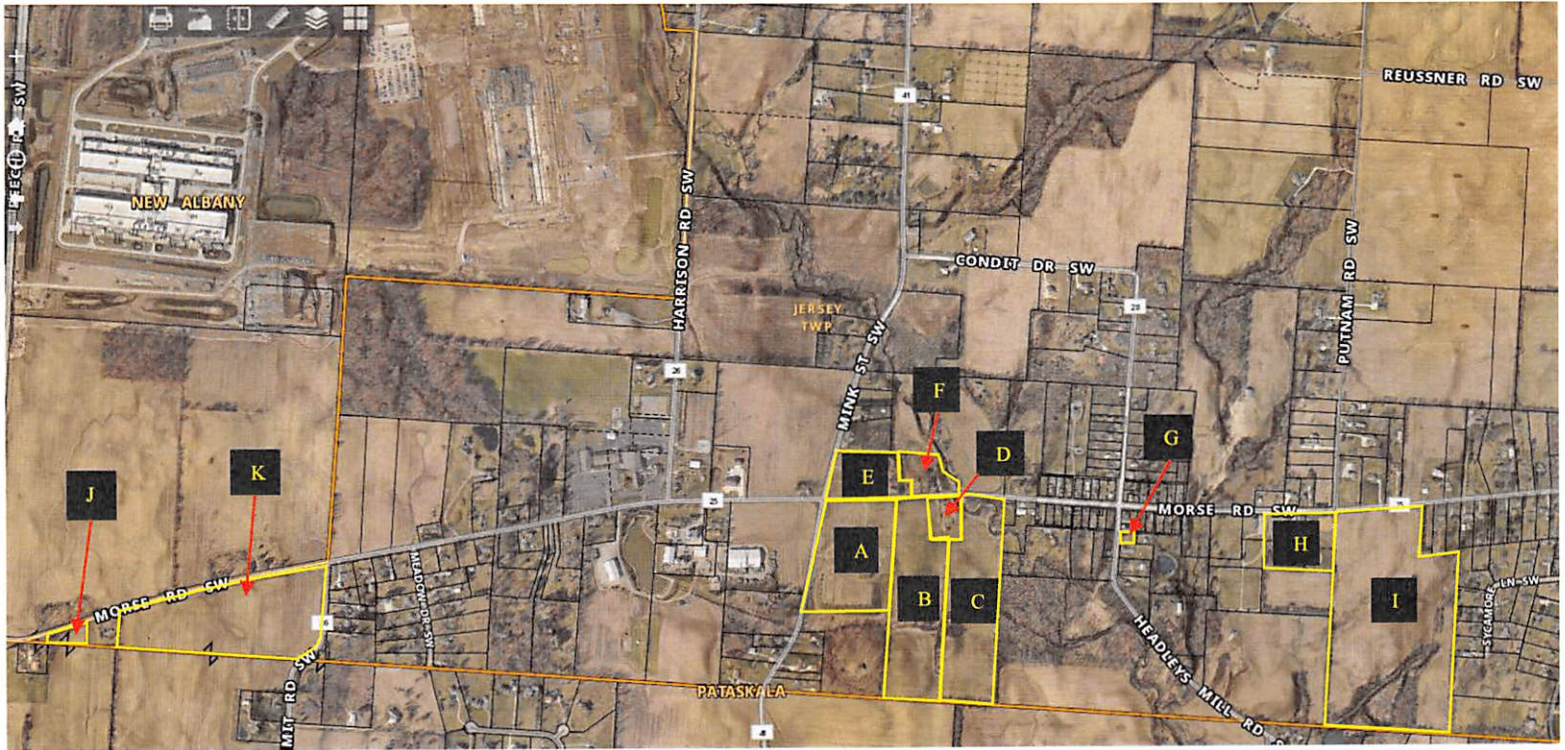
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 2025

EXHIBIT A to JEDD

JEDD Area



NOTE: In accordance with ORC§715.72(E)(1)(b), “No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.” As such, any and all residences, including a one-square acre area surrounding any such residence, that exists within the JEDD Area on the Effective Date is specifically excluded from inclusion in the JEDD Area.

Parcel ID	Owner	Parcel number	Acreage
A	Heritage Pataskala LTD	082-107466-05.001	13.48
B	Heritage Pataskala LTD	082-107466-05.002	14.98
C	Heritage Pataskala LTD	082-107466-05.003	16.42
D	Heritage Pataskala LTD	082-107466-05.000	2.00
E	Heritage Pataskala LTD	082-109212-00.000	5.11
F	Heritage Pataskala LTD	082-107460-00.000	3.00
G	Gateway Community Improvement Corporation	082-109104-00.000	0.25
H	Licking Heights LSD Board of Education	082-106402-00.000	5.77
I	Licking Heights LSD Board of Education	082-106800-00.002	39.45
J	Fair Lady LLC	082-108309-00.000	0.98
K	Fair Lady LLC	082-107646-00.000	18.30
Total			111.63

EXHIBIT B to JEDD
Economic Development Plan

The purpose for the creation of the Jersey-New Albany Joint Economic Development District No. 3 (the "JEDD") by Jersey Township (Licking County), Ohio ("Jersey"), and the City of New Albany, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Jersey Township, the City of New Albany, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD upon and after the Effective Date that are taxed at the "Class II" rate by the Licking County Auditor. Specifically, existing agricultural and existing residential uses are not subject to the income tax. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract. The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the City, and the Licking Regional Water District. The Township, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Gateway Community Improvement Corporation, as well as grants, low interest loans, and forgivable loans.

- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.
- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Jersey Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Township and the City shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Jersey Township had the JEDD not be in existence. If Licking Regional Water District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Licking Regional Water District.
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Jersey Township's Comprehensive Plan, as well as other long-term planning goals established by the Township. The Township and/or the City may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. The Township will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The Township and the City will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

EXHIBIT C to JEDD

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to

streetscape improvements in conjunction with and along the roadway improvements described above.

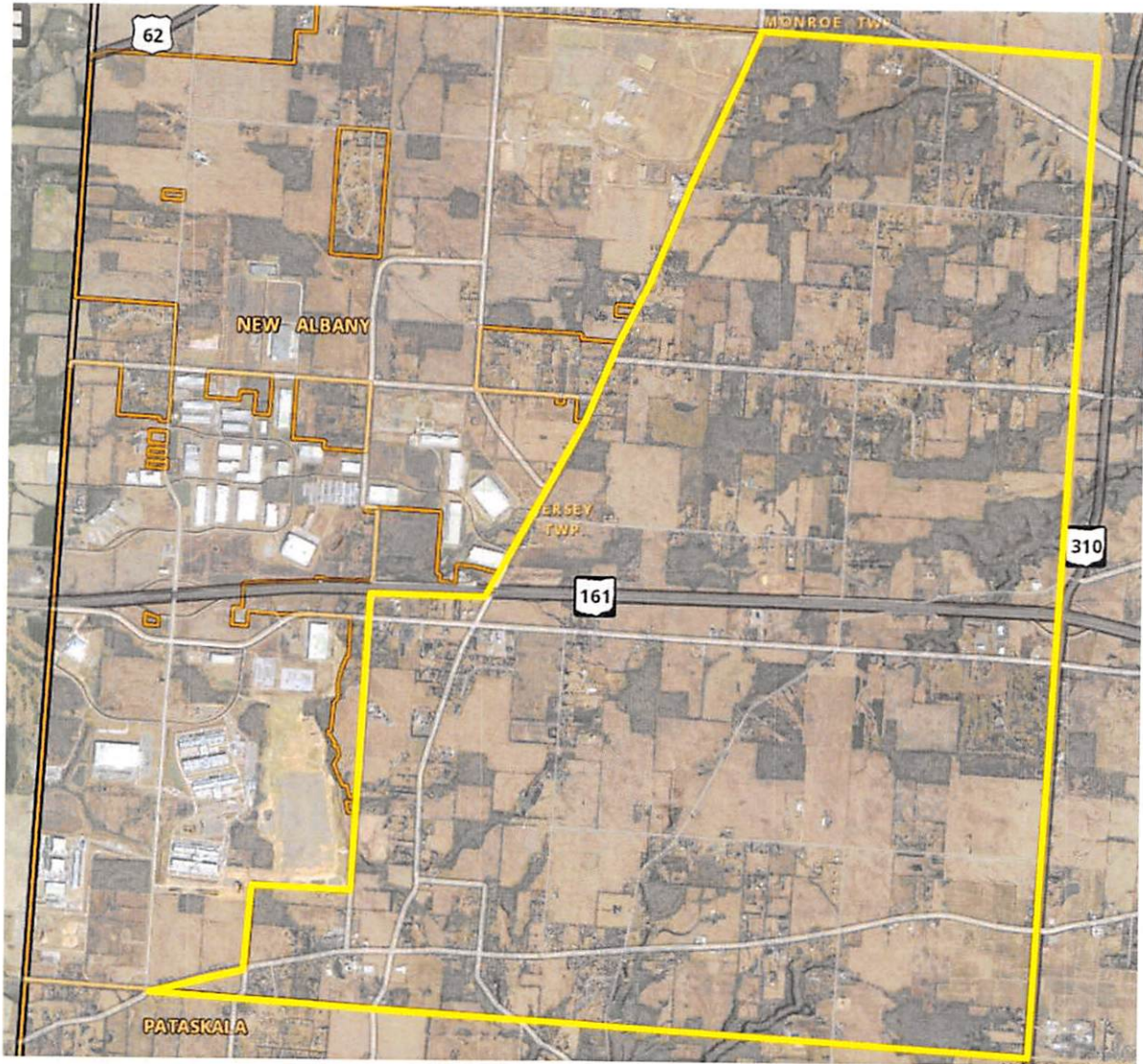
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Property.

EXHIBIT D to JEDD

Schedule for the Collection of the Income Tax

The Jersey-New Albany Joint Economic Development District No. 1 (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of New Albany, Ohio (the “City”) and Jersey Township (Licking County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.0%) for distribution to the Board, the City and the Township.

EXHIBIT E to JEDD
Infrastructure Funds Intended Use Area



N.E. MINK ROAD JOINT ECONOMIC DEVELOPMENT DISTRICT
(JEDD) AGREEMENT

This Joint Economic Development District Agreement (this "Agreement") is entered into on the last date of signature below (the "Effective Date"), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the "Township"), a political subdivision of the State of Ohio having an address for the purposes hereof at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a "JEDD Party" and together as the "JEDD Parties".

RECITALS

WHEREAS, the Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the "JEDD Statute") to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the City, and the State of Ohio (the "State"); and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party; and

WHEREAS, the respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Resolution No. _____, enacted by New Albany City Council on _____, and Resolution No. _____, adopted by unanimous vote of the members of the Board of Trustees of Jersey Township on _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the JEDD Parties agree as follows:

AGREEMENT

Section 1. Creation of District. Township and City hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in Exhibit A (attached to this Agreement and incorporated herein by this reference) (the "JEDD Area"), shall be known as the "Jersey-New Albany Joint Economic Development District No. 2", and shall hereinafter be referred to as the "District".

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. Intent. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide public infrastructure and governmental services to the area within the District and to more effectively promote economic development within the Township, the City, and the District; and

B. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Township, and the City; and

C. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the Parties, to (a) add real property within Jersey to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment. Parties shall schedule and hold the public hearing, and take legislative action within ninety (90) days of written receipt of a petition to add or remove real property.

Section 2. Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Township and the City have lawfully executed this Agreement, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Agreement. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Agreement may be terminated at any time by mutual consent of the Parties. In order for such termination to be effective, legislative action by the Township and the City shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

Unless the Township and the City mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 7 below (the "District Income Tax") within one hundred eighty (180) days after the initial meeting of the Board.

Upon termination of this Agreement, any real and personal property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to the Township. Also, upon termination of the Agreement, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township in the same manner as other public records of the Township.

Section 3. Provision of Services to the District.

A. By Township. In addition to any other services to be provided as expressly set forth

in this Agreement, the Township shall provide, or cause to be provided, all usual and customary governmental services furnished by the Township to unincorporated portions of the Township that are located outside of the District.

B. By City. In addition to any other services to be provided as expressly set forth in this Agreement, the City shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The economic development plan for the District (the “Economic Development Plan”) shall consist of the economic development plan attached hereto and incorporated herein as Exhibit B to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

Section 5. Board of Directors. The Township and the City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area that is included within the District, then in accordance with Ohio Revised Code Section 715.72(P)(1) the Board shall initially consist of the following five members:

- A. One member representing the City;
- B. One member representing the Township;
- C. One member representing owners of businesses located within the District;
- D. One member representing the persons working within the District; and
- E. One member representing the Licking Regional Water District.

New Albany City Council shall appoint the members described in Sections 5.A and above. The Jersey Township Board of Trustees shall appoint the members described in Sections 5.B and 5.D above. The New Albany Company (“NACo”), or its successors, shall appoint the member described in section 5.C. above. The board member described in section 5.E above shall be appointed by the members as contemplated in 5.A, 5.B, 5.C, and 5.D above and from a list of eligible candidates submitted by the Licking Regional Water District.

The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in Sections 5.A, 5.B, with the third member of the Board to be appointed by unanimous vote of the members as contemplated in Sections 5.A and 5.B and from a list of eligible candidates submitted by the Licking Regional Water District. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in Sections 5.C and 5.D above. Such

appointments shall be made within ninety (90) days after the date when the first business begins operating within the District and the Board and City have received written notification of the commencement of the business' operations from Township. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance. The Board members described in Section 5.C and Section 5.D above shall be appointed as described above.

The terms of office of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). The member of the Board described in Section 5.E above shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in Sections 5.A, 5.B, 5.C, and 5.D above shall serve at the pleasure of the entity or organization appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

Section 6. Powers, Duties, Functions. The Board shall have the following powers, duties, and functions:

A. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than ninety (90) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Jersey Township or at other locations within the Township or the City as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the City. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case

of a five-member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

B. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

C. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

i. Chairperson. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

ii. Vice Chairperson. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

iii. Secretary. The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

iv. Treasurer. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to the Treasurer and shall regularly share the same with the Board.

D. Signing Authority. The Board shall designate, by resolution or in its by-laws, those Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

E. Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purposes of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

F. Accounting and Reporting. The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as

required by the State of Ohio. The Board shall furnish to the City's Director of Finance and to the Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

- i. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and
- ii. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the City's Finance Director and the Township's Fiscal Officer with such other financial and JEDD governance and operational information as they may reasonably request from time-to-time.

G. Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof; and

- i. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District; and

- ii. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, the Township, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference; and

- iii. Enter into agreements pursuant to which the District or other parties, including but not limited to private entities, the City of New Albany, Ohio, and/or the City of Columbus, Ohio, will design, engineer, and/or provide service(s) for Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided; and

- iv. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials so provided; and

- v. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District; and

- vi. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party; and

- vii. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development

of the District, the JEDD Parties, Licking County, and the State; and

viii. Make and enter into agreements and/or authorize one or more Officers to execute agreements necessary or incidental to the performance of the Board's and the District's duties and the execution of its powers under this Agreement; and

ix. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District; and

x. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

xi. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties; and

xii. Enter into an agreement with a JEDD Party or private third parties to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment; and

xiii. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services; and

xiv. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

Section 7. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District and applicable to all new development after the first approval of a zoning final development plan within the JEDD District, and in accordance with Ohio Revised Code Section 715.72 (the "District Income Tax"). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the "Maintenance Fee"). The Board shall

enact the District Income Tax authorized by this Section within one hundred eighty (180) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.0%) and shall change from time-to-time to remain equal to the rate of the municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City's municipal income tax and acceptable to the City's Director of Finance. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than the City. Within thirty (30) days following the first meeting of the Board, Jersey shall contribute the sum of five thousand and 00/100 Dollars (\$5,000) to the District, and such funds shall be used to cover the operating expenses of the District until such time as other revenue streams (such as but not limited to the District Income Tax) are available for the District's use. A JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

Section 8. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall specify that the applicability, enactment, and enforcement of the District Income Tax shall occur upon the first approval of a zoning final development plan within the JEDD District. The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the "Administrator"), and shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement also shall provide that the Administrator shall make a report to the City, Township, and Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall provide for the payment of a fee by the District to the City in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the "City Administration Fee") in an amount not to exceed four percent (4%) of the gross amount of the District Income Tax that is collected, or RITA's fees associated with the collection of the District Income Tax, whichever is greater.

Section 9. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as Exhibit D (the "Schedule for the Collection of the Income Tax") to this Agreement.

Section 10. Distribution of District Income Tax. No less frequently than twice annually, the Administrator shall first pay the City Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the City Administration Fee and Maintenance Fee shall constitute the ("Net Taxes"). The Net Taxes shall be paid by the

Administrator to the Board. On or before the forty-fifth (45th) day after such funds have been transferred to the Board, the Board shall disburse the Net Taxes as follows:

- A. Jersey Share. Transfer to the Township an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by the Township for any lawful purpose; and
- B. New Albany Share. Transfer to the City an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the City for any lawful purpose; and
- C. JEDD Board Infrastructure Fund Share. Transfer to the JEDD Board an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the JEDD Board as described in the following Section 11.; and
- D. Licking Regional Water District Share. Transfer to the Licking Regional Water District an amount equal to twenty (20%) of the Net Taxes. This amount shall be used by the Licking Regional Water District for any lawful purpose.

Section 11. Infrastructure Fund and Related Expenditures. The JEDD Parties desire to set aside funds that will be utilized for the benefit of the JEDD Area and/or surrounding areas which are identified in Exhibit E (the “Infrastructure Funds Intended Use Areas”), which is attached hereto and incorporated herein by reference. The parcels included within the JEDD shall receive first priority for the use of the Infrastructure Funds, with the balance of the area identified in Exhibit E receiving second priority. Upon the Board’s periodic receipt of Infrastructure Funds, they shall be deposited into one or more bank and/or investment accounts (the “Infrastructure Accounts”) at one or more financial institutions selected by the Board. Funds in the Infrastructure Accounts shall be held (and, as determined at the general direction of the Board, invested) and disbursed by the Board to partially or fully fund or provide the means of paying debt service on any mechanism used to finance the costs of Public Infrastructure Improvements which, once constructed, will benefit the JEDD Area. Funding or financing of the costs of Public Infrastructure Improvements may be completed by one or some combination of the District, any JEDD Party, any third party public or quasi-public entity, or a third party lender, provided that the payments of monies from the Infrastructure Accounts to JEDD Parties or to third party public or quasi-public entities shall be completed in accordance with a written agreement between the District (by and through any necessary authority granted by the Board) and such other parties. Nothing shall prohibit the Board from providing assistance with the funding or financing of Public Infrastructure Improvements which also benefit areas outside of the JEDD Area if the JEDD Area is benefitted.

Use and distribution of Infrastructure Funds for the purposes contemplated in the immediately preceding paragraph shall be undertaken pursuant to a resolution adopted by a majority of the members of the Board. The Board may also contract directly with private parties to partially or fully fund the construction of Public Infrastructure Improvements which are to be constructed by the private party if deemed to be necessary, expedient, or more efficient for such party to undertake such construct rather than the District, any JEDD Party, or any third-party public or quasi-public entities and provide for the reimbursement of such private party expenditures.

Section 12. Annexation; Zoning; Other Revenues.

A. Annexation Prohibition. During the initial term of this Agreement and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of Jersey Township adopts a resolution consenting to the

commencement of the proceeding. Notwithstanding the foregoing, the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, the City agrees that so long as this Agreement remains in effect and unless Jersey adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

B. Subdivision Authority. Unless preempted by the Township in accordance with relevant provisions of Ohio law, Licking County shall retain and administer all platting and subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. Township Tax Revenues. The Township shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to Ohio Revised Code Section 715.72(U), to the extent it is permitted by law the Township shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing within the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township also shall have the right to issue and reissue levies within all areas of Jersey Township, including the territory in the District, for any purpose permissible under law.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O). The Township agrees that it shall, on behalf of itself and the City, send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, the Township, and the City, and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, the Township, and the City.

Section 16. Support of Agreement.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

Section 18. Severability. In the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

A. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

B. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

C. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Section 20. Notices. 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 entity 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. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jersey Township Board of Trustees
Attn: Fiscal Officer
1481 Mink Street SW
Pataskala, Ohio 43062

With a copy to:

Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
6797 North High St, Suite 350
Worthington, Ohio 43085

The City at:

City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054

With a copy to:

Benjamin Albrecht, Esq.
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of The Township and the City, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Township and the City are also subject to the certification of the Director of Finance of the City or the Township's Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of the Township and the City, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

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IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

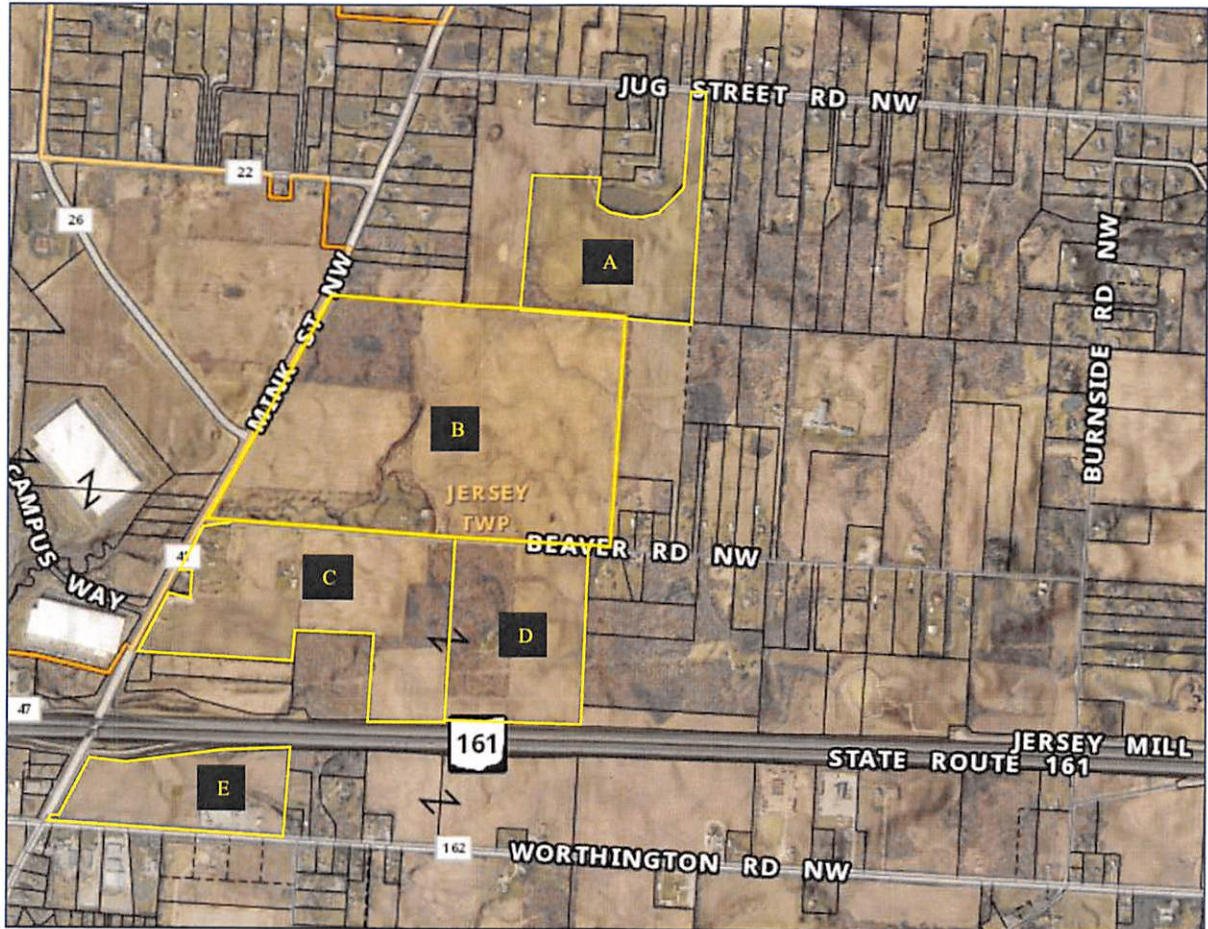
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 2025

EXHIBIT A to JEDD

JEDD Area



NOTE: In accordance with ORC§715.72(E)(1)(b), “No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.” As such, any and all residences, including a one-square acre area surrounding any such residence, that exists within the JEDD Area on the Effective Date is specifically excluded from inclusion in the JEDD Area.

Parcel ID	Owner	Parcel number	Acreage
A	BC MINK STREET LLC	037-110526-00.004	48.979
B	BC MINK STREET LLC	037-111516-00.000	175.11
C	BC MINK STREET LLC	035-106518-00.000	84.60
D	BC MINK STREET LLC	036-110352-00.002	54.247
E	BC MINK STREET LLC	035-106614-00.000	36.37

EXHIBIT B to JEDD
Economic Development Plan

The purpose for the creation of the Jersey-New Albany Joint Economic Development District No. 2 (the "JEDD") by Jersey Township (Licking County), Ohio ("Jersey"), and the City of New Albany, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Jersey Township, the City of New Albany, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD after the Effective Date. The JEDD Contract anticipates that the JEDD Board, at its initial meeting, will enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract, and that the enforcement, collection, and distribution of the tax shall occur immediately upon the first approval of a zoning final development plan within the JEDD District and shall be at the rate of two percent (2%).

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the City, and the Licking Regional Water District. The Township, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Gateway Community Improvement Corporation, as well as grants, low interest loans, and forgivable loans.
- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.

- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Jersey Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Township and the City shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Jersey Township had the JEDD not be in existence. If Licking Regional Water District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Licking Regional Water District.
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Jersey Township's Comprehensive Plan, as well as other long-term planning goals established by the Township. The Township and/or the City may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. The Township will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The Township and the City will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

EXHIBIT C to JEDD

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to

streetscape improvements in conjunction with and along the roadway improvements described above.

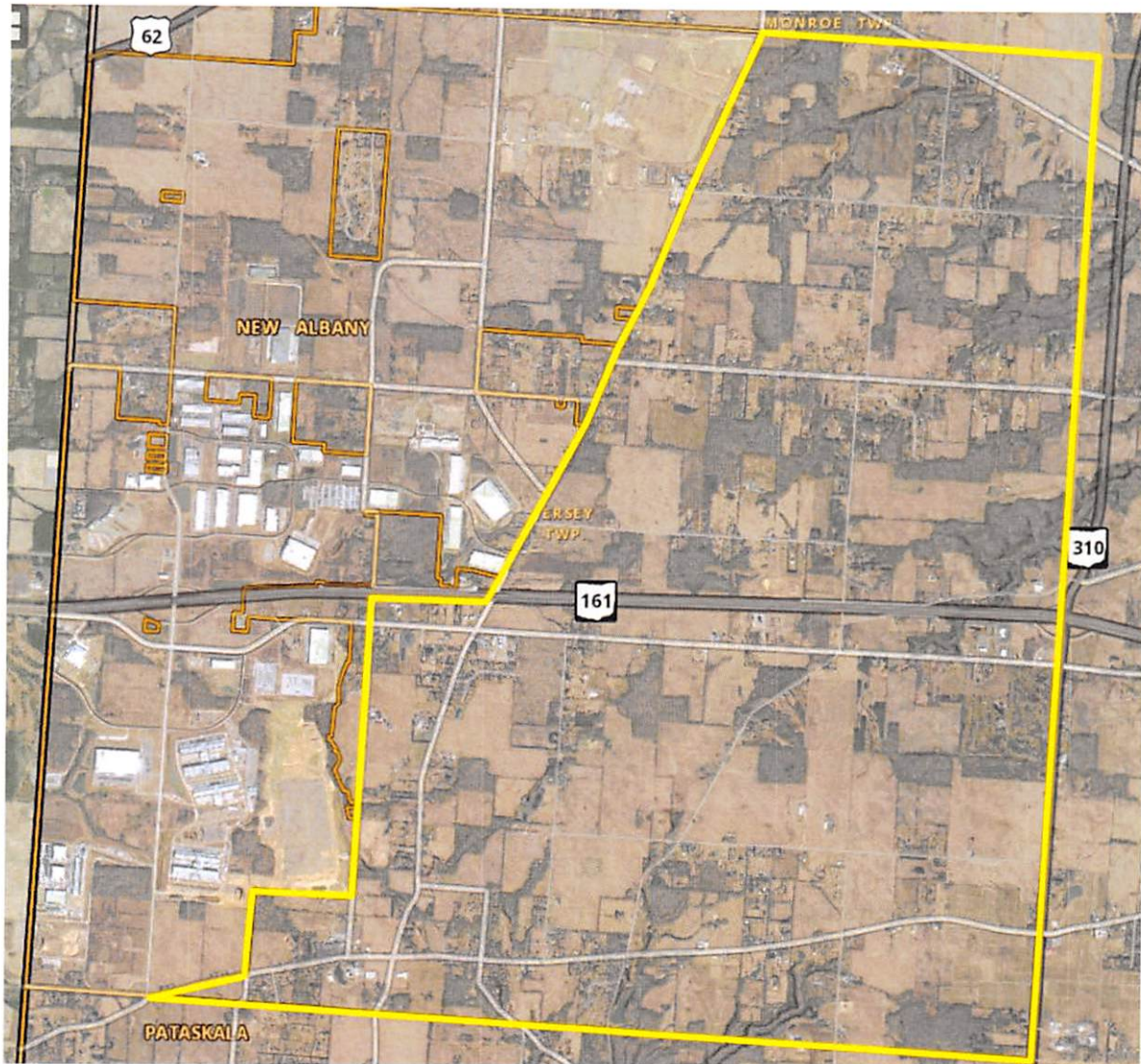
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Property.

EXHIBIT D to JEDD

Schedule for the Collection of the Income Tax

The Jersey-New Albany Joint Economic Development District No. 2 (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of New Albany, Ohio (the “City”) and Jersey Township (Licking County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.0%) for distribution to the Board, the City and the Township.

EXHIBIT E to JEDD
Infrastructure Funds Intended Use Area





ORDINANCE O-22-2025

AN ORDINANCE TO AMEND A 5.966 ACRE CONSERVATION EASEMENT AS REQUESTED BY MBJ HOLDINGS, LLC

WHEREAS, MBJ Holdings, LLC and the city are the original parties to a certain Conservation Easement Agreement dated December 11, 2023; and

WHEREAS, the purpose of the original easement, as accepted by council on November 7, 2023 via Ordinance O-95-2023, is to ensure the conservation and protection of the real property located within the Conservation Easement Agreement; and

WHEREAS, MBJ Holdings, LLC conveyed to QTS a portion of the property subject to the Conservation Easement Agreement; and

WHEREAS, MBJ Holdings, LLC, the city, and QTS now desire to amend the Conservation Easement Agreement to permit the boring of a communication line within a specified corridor within the Conservation Easement Area, as more specifically defined in Exhibit A; and

WHEREAS, this amendment is being completed in accordance with the requirements of permits from the Ohio Environmental Protection Agency ("Ohio EPA") and the U.S. Army Corps of Engineers ("USACE") to safeguard specific waterways or wetlands; and

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

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

Section 1. The conservation easement totaling 5.966 acres, as identified as Instrument Number 202312280134885, is hereby amended in accordance with 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/23/2025

Introduced: 06/03/2025

Revised:

Adopted:

Effective:

EXHIBIT A - O-22-2025

FIRST AMENDMENT TO CONSERVATION EASEMENT AGREEMENT

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

RECITALS:

WHEREAS, MBJ and the City are the original parties to that certain Conservation Easement Agreement dated as of December 11, 2023, which is of record with the Office of the Recorder of Franklin County, Ohio (the “Recorder’s Office”) as Instrument Number 202312130129258 (the “Conservation Easement Agreement”);

WHEREAS, pursuant to that certain Limited Warranty Deed filed of record with the Recorder’s Office as Instrument Number 202312280134885, MBJ conveyed to QTS the Property subject to the Conservation Easement Agreement; and

WHEREAS, MBJ, the City, and QTS now desire to amend the Conservation Easement Agreement in order to permit the boring of a communication line within a specified corridor within the Conservation Easement Area, as more specifically defined herein.

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

AGREEMENT:

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

2. Permitted Uses. As of the Effective Date, Section 7 of the Conservation Easement shall include the following subsection (e):

“(e) Underground Communication Line. Grantor shall be permitted, or Grantor may grant an easement in favor of a utility service provider, to construct, install, operate, maintain, repair and/or replace underground communication facilities, which may include, but shall not be limited to, a fiber optic line, under the Conservation Easement Area within the fifty (50’) foot corridor more particularly depicted and described in Schedule 1, attached hereto and incorporated herein (the “Communication Easement Area”). The construction, installation, operation, maintenance, repair and replacement of the communication facilities shall be subject to all of the following: (i) No above-ground equipment, fixtures or surface structures associated with the communication facilities shall be permitted upon the surface of the ground within the Communication Easement Area; (ii) The communication facilities shall be installed only by boring underground in a manner that does not disturb the Conservation Easement Area, including any wetlands, streams or associated buffer areas within the Conservation Easement Area; (iii) No equipment or materials of any kind shall be permitted upon the surface of the ground of the Communication Easement Area or the Conservation Easement Area; and (iv) Any disturbance to the surface of the ground within the Conservation Easement Area shall be immediately restored to reasonably the same condition existing prior to such disturbance.”

Notwithstanding anything contained in the Conservation Easement Agreement, including but not limited to Section 4 thereof, MBJ, the City and QTS agree and acknowledge that the underground communication facilities shall be permitted under the Conservation Easement Agreement within the Communication Easement Area.

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

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

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

MBJ:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of MBJ Holdings, LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

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

THE CITY:

CITY OF NEW ALBANY, OHIO,
an Ohio municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to Form:

Benjamin S. Albrecht, City Law Director

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of the City of New Albany, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

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

QTS:

QTS NEW ALBANY III, LLC
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____, ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, the _____ of QTS New Albany III, LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____

Instrument prepared by:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 200
New Albany, Ohio 43054
(614) 939-8000

SCHEDULE 1 –

Depiction and Legal Description of the Communication Easement Area

COMMUNICATION EASEMENT 0.393 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, lying in Lot 4, Quarter Township 4, Township 4, Range 16, United States Military District, being on, over and across that 78.012 acre tract conveyed to QTS New Albany III LLC by deed of record in Instrument Number 202401110003902 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING, at the northwesterly corner of that 18.334 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record in Instrument Number 201904190045307, an easterly corner of said 78.012 acre tract and being in the easterly line that 5.966 acre Conservation Easement Area conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202312130129258;

Thence North 86° 15' 59" West, across said 78.012 acre tract and across said Conservation Easement Area, a distance of 342.20 feet to a point in a westerly line of said Conservation Easement Area;

Thence North 02° 16' 06" East, continuing across said 78.012 acre tract and with a westerly line of said Conservation Easement Area, a distance of 50.02 feet to a point;

Thence South 86° 15' 59" East, continuing across said 78.012 acre tract and across said Conservation Easement Area, a distance of 341.98 feet to a point in the easterly line of said Conservation Easement Area;

Thence South 02° 00' 53" West, continuing across said 78.012 acre tract and with the easterly line of said Conservation Easement Area a distance of 50.02 feet to the POINT OF BEGINNING, containing 0.393 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

5/14/25

Date

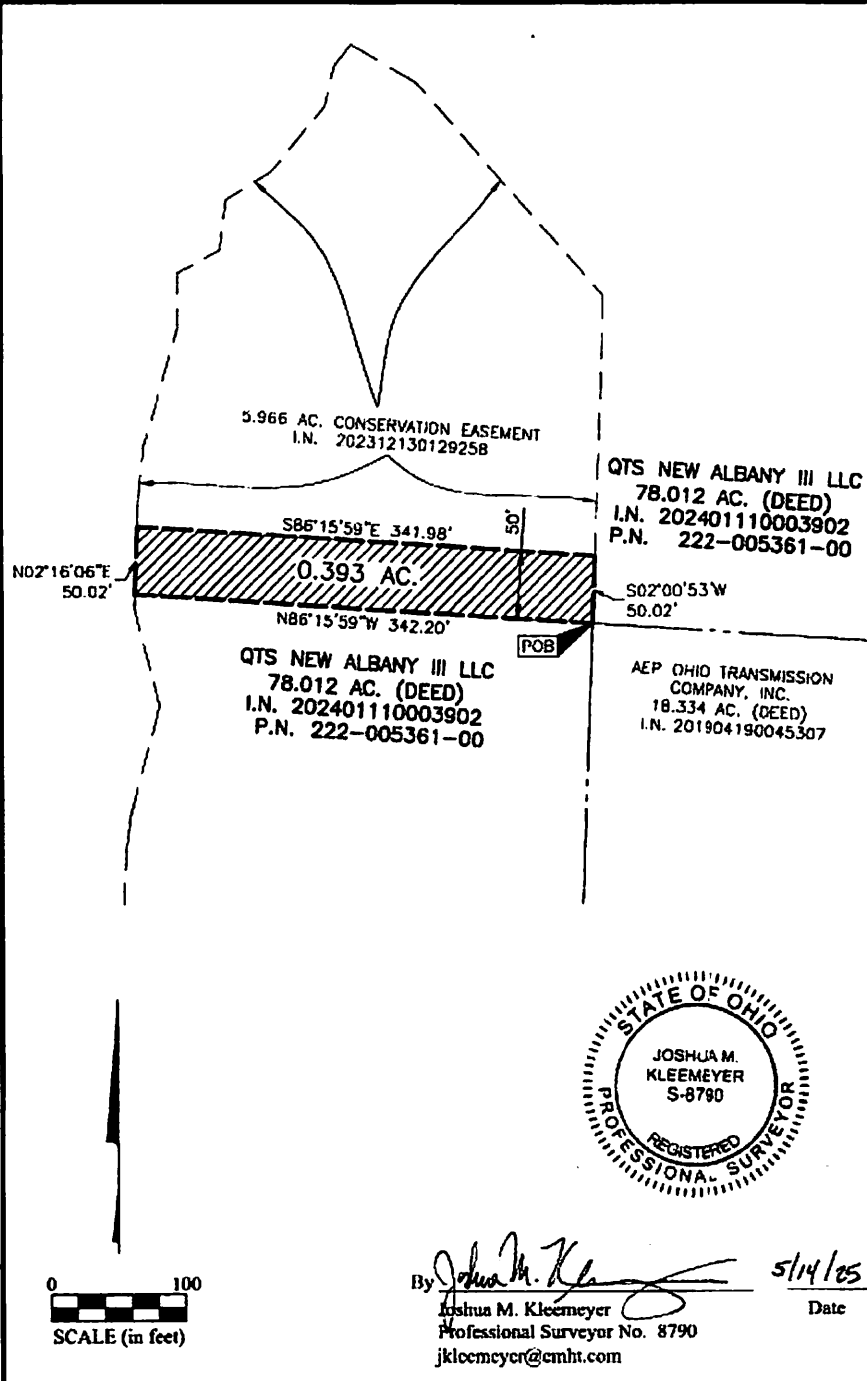


Evans, Mechwart, Henselchen & Tress, Inc.
Surveyors • Engineers • Planners • Scientists
2001 New Albany Road, Columbus, OH 43224
Phone: 614.378.4000 Fax: 614.378.4001
emht.com

COMMUNICATION EASEMENT

LOT 4, QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 14, 2025 Scale: 1" = 100' Job No: 2025-0180 Sheet No: 1 of 1





ORDINANCE O-23-2025

AN ORDINANCE TO ACCEPT RIGHT OF WAY DEDICATIONS OF 0.057 AND 0.033 ACRES FOR HAWTHORNE ALLEY AND 0.0045 AND 0.0011 ACRES FOR NORTH HIGH STREET, AND TO VACATE A 0.141 ACRE PORTION OF THIRD STREET, AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, council approved a development agreement via Resolution R-55-2024, a street plat for portions of Hawthorne Alley via Ordinance O-03-2025, and funding for its construction along with an extension of additional streets and alleys to create a grid system in the historic Village Center via Resolution R-09-2025; and

WHEREAS, the city will be the recipient (grantee) of the right-of way-dedication of 0.057 acres from the New Albany Exchange, 0.033 acres from The New Albany Company for the extension of Hawthorne Alley, and 0.0011 and 0.0045 acres from the New Albany Town Center LLC for an extension of North High Street in the Village Center; and

WHEREAS, the city of New Albany has determined that the 0.141 acre portion of Third Street will not be needed for public right-of-way purposes due to the Market Street extension project's realignment of Main Street and agrees to transfer ownership to the adjacent property owner, The New Albany Company, LLC; and

WHEREAS, the city engineer has reviewed the right-of-way dedications and vacation and has commented that they are appropriate; and

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

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

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.057 acres as depicted on Exhibit A, 0.033 acres as depicted on Exhibit B, and 0.0011 and 0.0045 acre tracts as depicted on Exhibit C.

Section 2. The 0.141 acre tract of Third Street as depicted on Exhibit D is hereby vacated.

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

Section 4. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

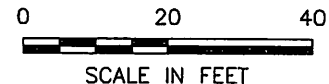
Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/23/2025
Introduced: 06/03/2025
Revised:
Adopted:
Effective:

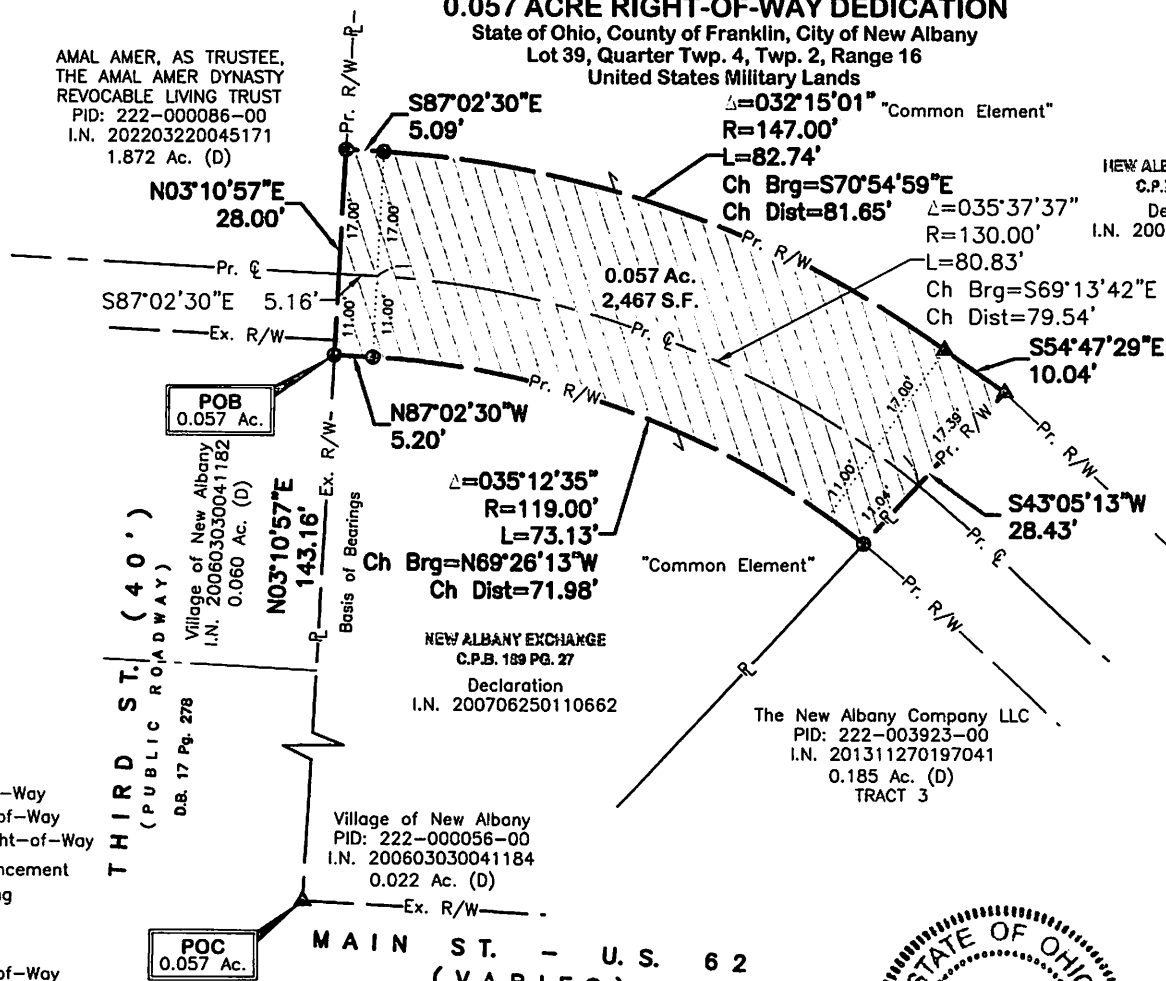
0.057 ACRE RIGHT-OF-WAY DEDICATION

State of Ohio, County of Franklin, City of New Albany
Lot 39, Quarter Twp. 4, Twp. 2, Range 16
United States Military Lands



AMAL AMER, AS TRUSTEE,
THE AMAL AMER DYNASTY
REVOCABLE LIVING TRUST
PID: 222-000086-00
I.N. 202203220045171
1.872 Ac. (D)

NEW ALBANY EXCHANGE
C.P.S. 189 PG. 27
Declaration
I.N. 200706250110662



- LEGEND**
- Property Line
 - Ex. R/W Existing Right-of-Way
 - Pr. R/W Proposed Right-of-Way
 - Pr. C Centerline of Right-of-Way
 - POC Point of Commencement
 - POB Point of Beginning
 - Iron Pin Set
 - MAG Nail Set
 - Proposed Right-of-Way

BASIS OF BEARINGS

Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by ODOT RTN observations, with the centerline of Third Street bearing North 03°10'57" East.

CERTIFICATION

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code.

Iron pins set are 5/8" rebar, 30" in length with a yellow plastic cap with "EP FERRIS SURVEYOR 8342" inscribed on top unless otherwise noted. Mag Nails set are magnetic nails with a 1.5" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Field survey was conducted from 03/2021 to 09/2022. All monuments found are in good condition unless otherwise noted.



BY: *Matthew Lee Sloat* 4/7/25
Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

DRWN BY BAP CHK BY MLS DATE 2024-03-12

E. P. FERRIS
AND
ASSOCIATES
INC.

Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR, 2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

0.033 ACRE RIGHT-OF-WAY DEDICATION

State of Ohio, County of Franklin, City of New Albany
Lot 39, Quarter Twp. 4, Twp. 2, Range 16
United States Military Lands

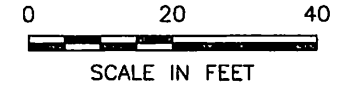
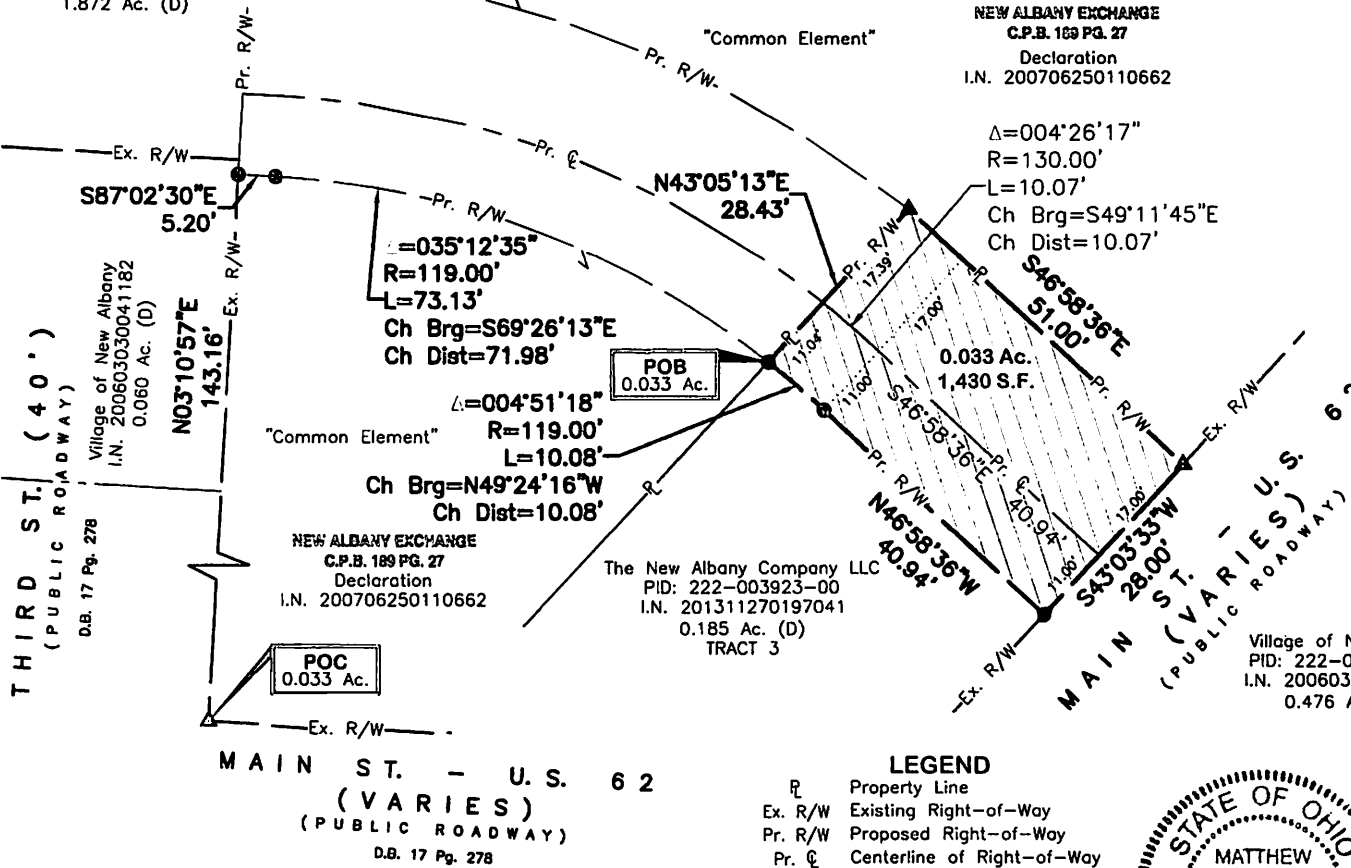


Exhibit B - O-23-2025

AMAL AMER, AS TRUSTEE,
THE AMAL AMER DYNASTY
REVOCABLE LIVING TRUST
PID: 222-000086-00
I.N. 202203220045171
1.872 Ac. (D)

NEW ALBANY EXCHANGE
C.P.B. 189 PG. 27
Declaration
I.N. 200706250110662



BASIS OF BEARINGS

Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by ODOT RTN observations, with the centerline of Third Street bearing North 03°10'57" East.

CERTIFICATION

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code.

Iron pins set are 5/8" rebar, 30" in length with a yellow plastic cap with "EP FERRIS SURVEYOR 8342" inscribed on top unless otherwise noted. Mag Nails set are magnetic nails with a 1.5" diameter brass washer with "EP FERRIS SURVEYOR 8342" inscribed on top.

Field survey was conducted from 03/2021 to 09/2022. All monuments found are in good condition unless otherwise noted.

LEGEND

- Property Line
- Existing Right-of-Way
- Proposed Right-of-Way
- Centerline of Right-of-Way
- Point of Commencement
- Point of Beginning
- Iron Pin Set
- MAG Nail Set
- Proposed Right-of-Way



BY: Matthew Lee Sloat 4/7/25
Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

DRWN BY BAP CHK BY MLS DATE 2024-03-12

405.169

E. P. FERRIS
AND
ASSOCIATES
INC.

Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR, 2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

Exhibit C - O-23-2025

**RIGHT OF WAY DEDICATION - PARCEL 2-WD
AMAL AMER, AS TRUSTEE, OF THE AMAL AMER DYNASTY REVOCABLE LIVING
TRUST DATED NOVEMBER 18, 2013
0.0045 ACRES (195 S.F)**

Situated in the State of Ohio, County of Franklin, City of New Albany, being in Quarter Township 4, Township 2, Range 16 of the United States Military Lands, being part of the Lot 20 and Lot 21 of the original plat titled "Diagram of New Albany" as recorded in Deed Book 17, Page 278, as conveyed to Amal Amer, as Trustee, of the Amal Amer dynasty revocable living trust dated November 18, 2013, by Instrument Number 202203220045171, all references refer to Recorder's Office, Franklin County, Ohio and more particularly described as follows:

Commencing at a 3/4 inch diameter x 30 inch long iron rebar with a 2 inch diameter aluminum cap marked "ODOT C/L MON EP Ferris PS NO 6027" set in a monument box found in the centerline intersection of High Street and Main Street, both originally dedicated at 60 feet in width;

thence along the centerline of said High Street, North 02° 56' 42" East, 222.81 feet to a point;

thence perpendicular to said centerline, South 87° 03' 18" East, 30.00 feet to a point on the east right of way line of said High Street in the west line of said Lot 21, being the Grantor's southwest corner, being the northwest corner of a 0.004 acre tract as conveyed to The Village of New Albany by Instrument Number 200706080100275, being the **TRUE POINT OF BEGINNING** for the tract herein described:

thence along the east right of way line of said High Street, North 02° 56' 42" East, being the Grantor's west line of said Lots 21 and 20, passing a 5/8 inch rebar plastic capped with E.P. Ferris surveyor number 6027 at 2.04 feet, 57.02 feet to a iron pin set at the Grantor's northwest corner of said Lot 20, being the southwest corner of Lot 19, as conveyed to Amal Amer, as Trustee, of the Amal Amer dynasty revocable living trust dated November 18, 2013, by Instrument Number 202203220045171;

thence along the Grantor's north line, being the south line of said Lot 20, South 87° 14' 54" East, 2.66 feet to a iron pin set;

thence across said Lot 20 South 01° 27' 17" East, 10.95 feet to a iron pin set;

thence continuing across said Lots 20 & 21 South 02° 56' 42" West, 46.10 feet to a iron pin set, being on the Grantor's south line, being on the north line of a portion of Lot 21 as conveyed to Innovative Mortgage Real Estate, LLC, by Instrument number 200602060022905;

thence along the Grantor's south line, being the north line of said Innovative Mortgage, North 87° 09' 33" West, 3.50 feet, to the **TRUE POINT OF BEGINNING**, containing 0.0045 acres (195 S.F.) more or less.

Subject to all legal right-of-way, easements and restrictions, if any, of previous record.

Basis of Bearing based on the Ohio State Plane Coordinate System, South Zone as per NAD 83, 1986 adjustment. A bearing of North 10°31'41" East was held for a portion of the existing centerline of Reynoldsburg-New Albany Road, between centerline monuments FCGS 9916A and FCGS 9916B designated the "basis of bearing".

This description was prepared by Matthew Lee Sloat, Registered Surveyor No. 8342, E. P. Ferris & Associates, Inc. on October 24, 2024.



Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

Date

PRELIMINARY APPROVAL

BRAD FOSTER, P.E., P.S.

alstuart

10/30/2024 11:54:52 AM

PENDING ORIGINALS

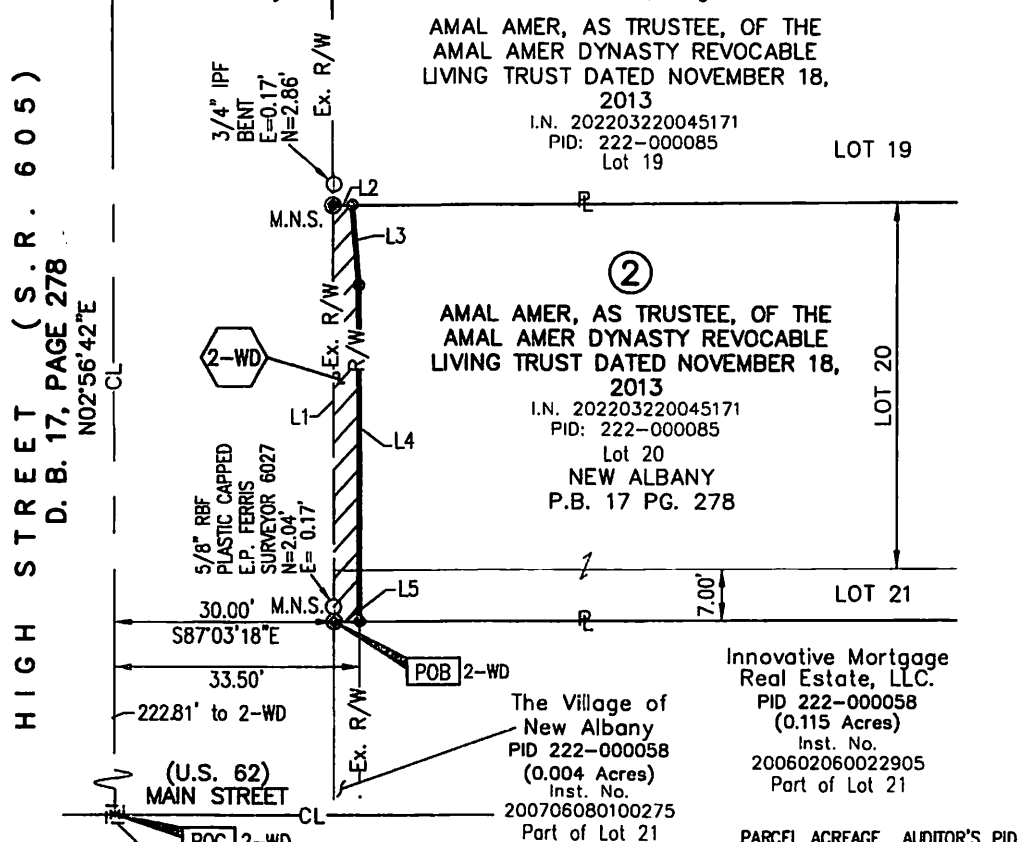
*Submitted via digital format



Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed, and dated in blue ink.

**CITY OF NEW ALBANY
RIGHT-OF-WAY DEDICATION- PARCEL - 2-WD
AMAL AMER, AS TRUSTEE, OF THE AMAL AMER
DYNASTY REVOCABLE LIVING TRUST DATED
NOVEMBER 18, 2013**

Situated in the State of Ohio, County of Franklin, City of New Albany, Quarter Township 4, Township 2, Range 16, United States Military Lands, being part of Lot 20 and part of Lot 21 of the original plat of New Albany as recorded in Deed Book 17, Page 278.



BASIS OF BEARING:
The bearings shown on this plat were transferred from a field traverse originating and is based on the Ohio State Plane Coordinate System, South Zone as per NAD 83, 1986 adjustment. A bearing of North 10°31'41" East was held for a portion of the existing centerline of Reynoldsburg-New Albany Road, between centerline monuments FCGS 9916A and FCGS 9916B designated the "basis of bearing" for this plat.

REFERENCED DOCUMENTS:
Deed Book 17, Page 278
O.R. 04865, Page G19
Inst. No. 200602060022905
Inst. No. 200503210050961
Inst. No. 202203220045171
All iron pins found are in good condition.
All Set Iron Pins are 5/8" Rebar, plastic capped with "E.P. FERRIS SURVEYOR 8342" inscribed on top.

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code.

E. P. FERRIS
ASSOCIATES
INC.

Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR.
2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

LEGEND

- Area to be Dedicated
- Property Line
- Center Line
- Ex. R/W Ex. Right-of-Way
- R/W Dedicated Right-of-Way
- POC Point of Commencement
- POB Point of Beginning
- Iron Pin/Pipe Found (IPF)
- Rebar Found (RBF)
- Iron Pin Set (5/8" Rebar)
- Existing Monument Box w/ Set 3/4" diameter x 30" long iron rebar with a 2" diameter aluminum cap marked "ODOT C/L MON EP Ferris PS NO 6027".
- Mag Nail Set (M.N.S.)

Innovative Mortgage
Real Estate, LLC.
PID 222-000058
(0.115 Acres)
Inst. No.
200602060022905
Part of Lot 21

PARCEL ACREAGE AUDITOR'S PID
2-WD 0.0045 222-000085

COURSE DETAIL 2-WD

LINE	BEARING	DISTANCE
L1	N02°56'42"E	57.02'
L2	S87°14'54"E	2.66'
L3	S01°27'17"E	10.95'
L4	S02°56'42"W	46.10'
L5	N87°09'33"W	3.50'

Scale: 1"=20'



BY: *Matthew Lee Sloat* 10/30/24
Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342 Date

DRAWN BY HJM CHK BY MLS DATE 10-28-24

405200

**RIGHT OF WAY DEDICATION - PARCEL 3-WD
AMAL AMER, AS TRUSTEE, OF THE AMAL AMER DYNASTY REVOCABLE LIVING
TRUST DATED NOVEMBER 18, 2013
0.0011 ACRES (46 S.F)**

Situated in the State of Ohio, County of Franklin, City of New Albany, being in Quarter Township 4, Township 2, Range 16 of the United States Military Lands, being part of Lot 19 of the original plat titled "Diagram of New Albany" as recorded in Deed Book 17, Page 278, as conveyed to Amal Amer, as Trustee, of the Amal Amer dynasty revocable living trust dated November 18, 2013, by Instrument Number 202203220045171, all references refer to Recorder's Office, Franklin County, Ohio and more particularly described as follows:

Commencing at a 3/4 inch diameter x 30 inch long iron rebar with a 2 inch diameter aluminum cap marked "ODOT C/L MON EP Ferris PS NO 6027" set in a monument box found in the centerline intersection of High Street and Main Street, both originally dedicated at 60 feet in width;

thence along the centerline of said High Street, North 02° 56' 42" East, 279.82 feet to a point;

thence perpendicular to said centerline, South 87° 03' 18" East, 30.00 feet to a point on the east right of way line of said High Street, being the Grantor's southwest corner of said Lot 19, being the northwest corner of Lot 20 of said plat, as conveyed to Amal Amer, as Trustee, of the Amal Amer dynasty revocable living trust dated November 18, 2013, by Instrument Number 202203220045171, being the **TRUE POINT OF BEGINNING** for the tract herein described:

thence along the east right of way line of said High Street, being the Grantor's west line of said Lot 19, North 02° 56' 42" East, passing a 3/4 inch bent iron pin found at 2.87 feet, 34.58 feet to a iron pin set;

thence passing through said Lot 19 South 01° 27' 17" East, 34.67 feet to a iron pin set, being on the Grantor's south line of said Lot 19, being on the north line of Lot 20;

thence along the Grantor's south line of said Lot 19, being the north line of said Lot 20, North 87° 14' 54" West, 2.66 feet, to the **TRUE POINT OF BEGINNING**, containing 0.0011 acres (46 S.F.) more or less.

Subject to all legal right-of-way, easements and restrictions, if any, of previous record.

Basis of Bearing based on the Ohio State Plane Coordinate System, South Zone as per NAD 83, 1986 adjustment. A bearing of North 10°31'41" East was held for a portion of the existing centerline of Reynoldsburg-New Albany Road, between centerline monuments FCGS 9916A and FCGS 9916B designated the "basis of bearing".

This description was prepared by Matthew Lee Sloat, Registered Surveyor No. 8342, E. P. Ferris & Associates, Inc. on October 24, 2024.



Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

Date

PRELIMINARY APPROVAL

BRAD FOSTER, P.E., P.S.

ajstuart

10/30/2024 11:56:16 AM

PENDING ORIGINALS

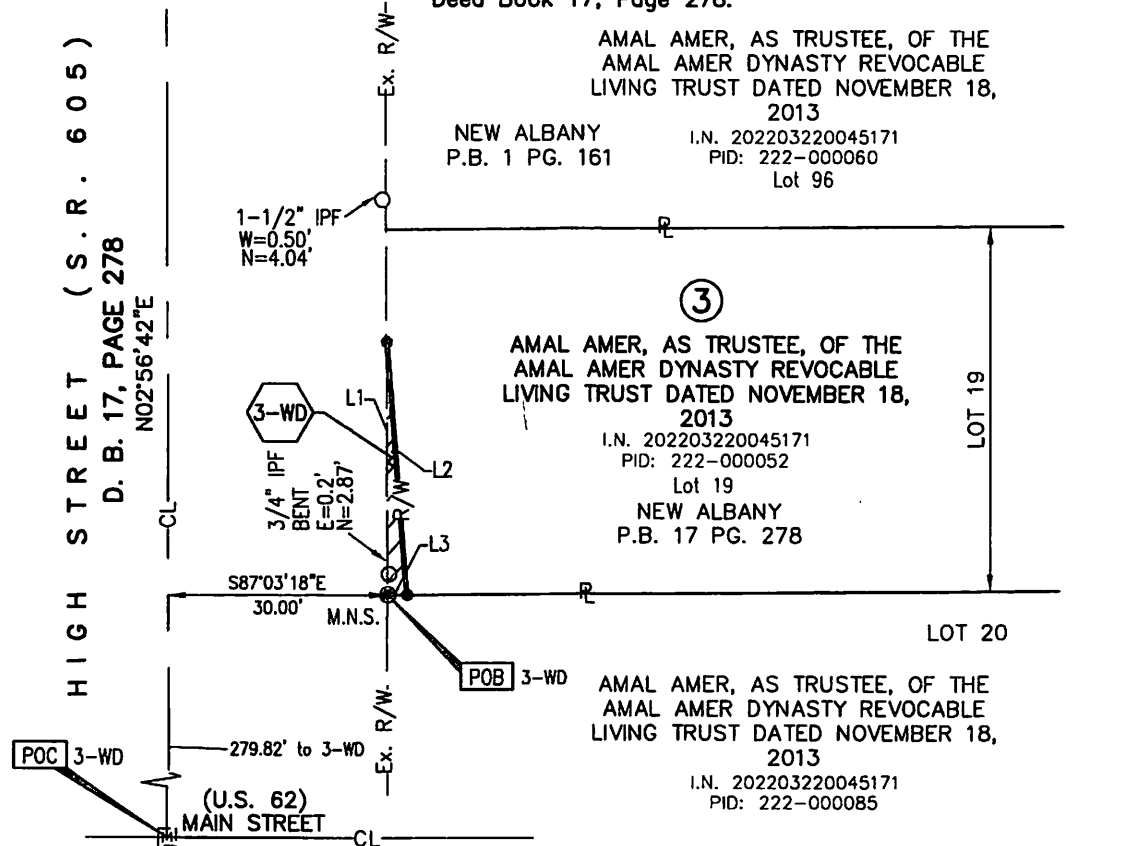
*Submitted via digital format



Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed, and dated in blue ink.

**CITY OF NEW ALBANY
RIGHT-OF-WAY DEDICATION - PARCEL 3-WD
AMAL AMER, AS TRUSTEE, OF THE AMAL AMER
DYNASTY REVOCABLE LIVING TRUST DATED
NOVEMBER 18, 2013**

Situated in the State of Ohio, County of Franklin, City of New Albany,
Quarter Township 4, Township 2, Range 16, United States Military Lands,
being part of Lot 19 of the original plat of New Albany as recorded in
Deed Book 17, Page 278.



BASIS OF BEARING:
The bearings shown on this plat were transferred from a field traverse originating and is based on the Ohio State Plane Coordinate System, South Zone as per NAD 83, 1986 adjustment. A bearing of North 10°31'41" East was held for a portion of the existing centerline of Reynoldsburg-New Albany Road, between centerline monuments FCGS 9916A and FCGS 9916B

designated the "basis of bearing" for this plat.
REFERENCED DOCUMENTS:
Deed Book 17, Page 278
O.R. 04865, Page G19
Inst. No. 200602060022905
Inst. No. 200503210050961
Inst. No. 202203220045171
All iron pins found are in good condition.
All Set Iron Pins are 5/8" Rebar, plastic capped with "E.P. FERRIS SURVEYOR 8342" inscribed on top.

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code.

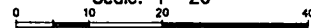
E. P. FERRIS
AND
ASSOCIATES
INC.
Consulting Civil Engineers and Surveyors

- LEGEND**
- Area to be Dedicated
 - Property Line
 - Center Line
 - Ex. Right-of-Way
 - Dedicated Right-of-Way
 - Point of Commencement
 - Point of Beginning
 - Iron Pin/Pipe Found (IPF)
 - Rebar Found (RBF)
 - Iron Pin Set (5/8" Rebar)
 - Existing Monument Box w/ Set 3/4" diameter x 30" long iron rebar with a 2" diameter aluminum cap marked "ODOT C/L MON EP Ferris PS NO 6027"
 - Mag Nail Set (M.N.S.)

PARCEL ACREAGE AUDITOR'S PID
3-WD 0.0011 222-000052
COURSE DETAIL 3-WD

LINE	BEARING	DISTANCE
L1	N02°56'42"E	34.58'
L2	S01°27'17"E	34.67'
L3	N87°14'54"W	2.66'

Scale: 1"=20'



BY: *Matthew Lee Sloat* 10/30/24
Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

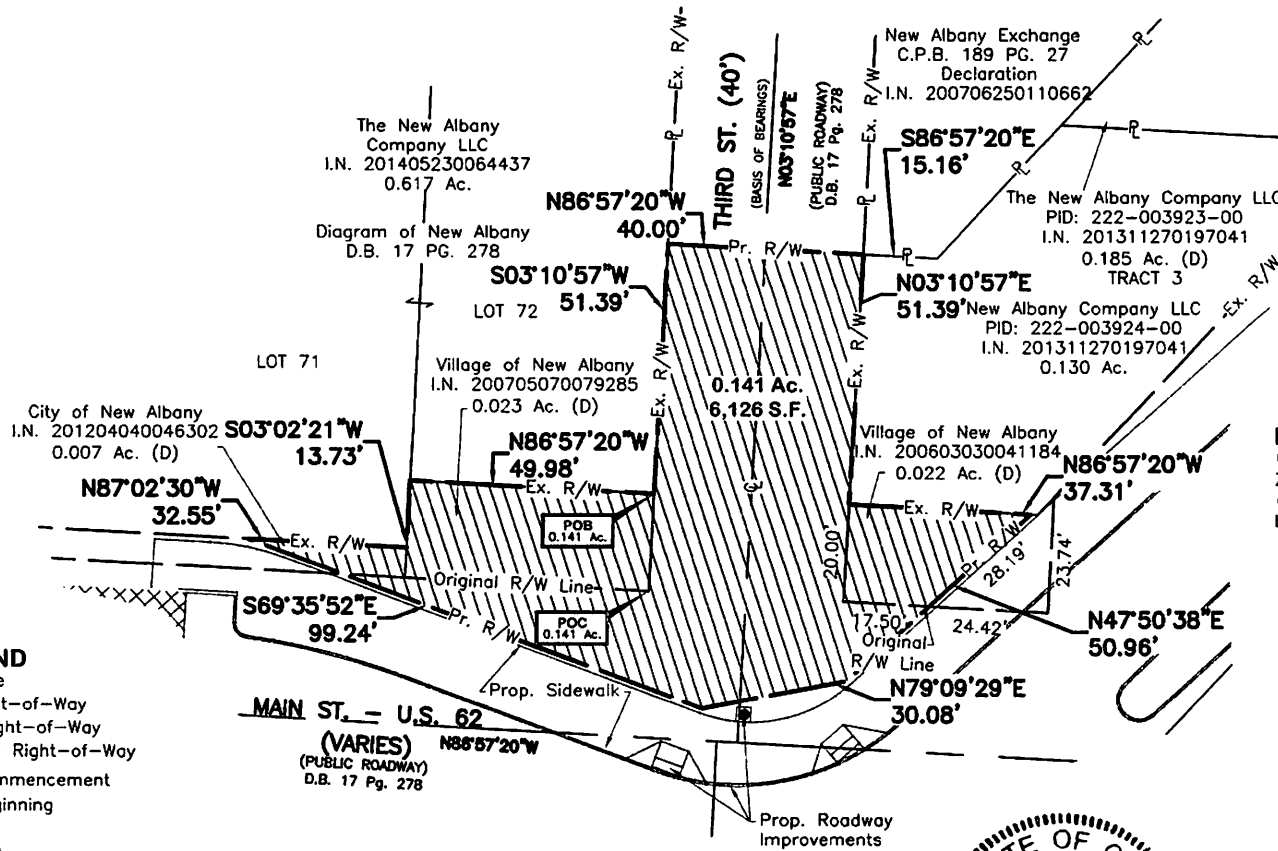
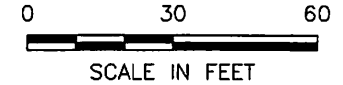
DRAWN BY HJM CHK BY MLS DATE 10-28-24

405200

Exhibit D - O-23-2025

0.141 ACRE RIGHT-OF-WAY VACATION

State of Ohio, County of Franklin, City of New Albany
Lot 39, Quarter Twp. 4, Twp. 2, Range 16
United States Military Lands



BASIS OF BEARINGS

Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by ODOT RTN observations, with the centerline of Third Street bearing North 03°10'57" East.

Field survey was conducted from 03/2021 to 09/2022. All monuments found are in good condition unless otherwise noted.

LEGEND

- Property Line
- Ex. R/W Existing Right-of-Way
- Pr. R/W Proposed Right-of-Way
- Pr. C Centerline of Right-of-Way
- POC Point of Commencement
- POB Point of Beginning
- Iron Pin Set
- MAG Nail Set
- Proposed Right-of-Way

E. P. FERRIS
AND
ASSOCIATES
INC.

Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR, 2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com



BY: _____
Matthew Lee Sloat, P.E., P.S.
Registered Surveyor No. 8342

DRWN BY SKD CHK BY MLS DATE 2025-04-08



ORDINANCE O-24-2025

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 115.445 +/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Craig Moncrief, agent for petitioner, with the Licking County Board of Commissioners on March 27, 2025; and

WHEREAS, the foregoing Resolution #25-0335-COMM of the Licking County Commissioners granting the petition, along with the transcript, was delivered to the City of New Albany on April 14, 2025, and more than sixty (60) days have elapsed since the foregoing resolution and transcript were transmitted to the City of New Albany; and

WHEREAS, pursuant to a Road Maintenance Agreement signed on July 20, 2022 for Beech Road, and further pursuant to City of New Albany Resolution R-36-2022 adopted on November 1, 2022, wherein the New Albany City Manager was authorized to enter into an Intergovernmental Agreement with the Licking County Board of Commissioners, Jersey Township, and Monroe Township regarding Mink Street, Clover Valley Road, and Green Chapel Road, there are agreements in place for the maintenance of sections of roadways impacted by this annexation; and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto; and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.06, all future qualifying annexed properties shall be added to the applicable New Community Authority as described therein and are subject to a special property assessment in compliance therewith; and

WHEREAS, New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

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

Section 1. The application of property owners set forth in Licking County requesting the annexation of 115.445 +/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2. An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking

County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3. Council of the City of New Albany hereby accepts the annexation of a 115.445 +/- acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4. The clerk is herewith directed to deliver certified copies of this ordinance and other proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. 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 6. Pursuant to Article VI, Section 6.07(B) of the Charter of the City of New Albany, this ordinance shall be effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/27/2025
Introduced: 06/24/2025
Revised:
Adopted:
Effective:

**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Ordinance **O-24-2025** were posted in accordance with Article VI, Section 6.12 of the Charter of the City of New Albany, for 30 days starting on _____, 2025.

Jennifer Mason, Clerk of Council

Date

Exhibit A - O-24-2025

Annexation Description ~ 115.445± Acres
South Side of Green Chapel Road
East of Beech Road N.W.

-1-

Situated in the State of Ohio, County of Licking, Township of Jersey, Part of Farm Lots 24 & 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that Original 100 acre tract of land as conveyed to Deborah Tripp and Sharon Smart, Trustees of record in Instrument No. 201104140007147, all of the remainder of that 2.00 acre tract of land as conveyed to Bruce & Sharon Smart of record in Instrument No. 199905210021526, all of the remainder of that 2.5 acre tract of land as conveyed to Rusty Allen Smart and Brandi Lynette Smart of record in Instrument No. 202108120024279, all of the remainder of that 1.286 acre tract of land as conveyed to John E. Tripp & Deborah L. Tripp of record in Instrument No. 202103190008235, all of the remainder of that 0.351 acre tract of land as conveyed to John E. Tripp & Deborah L. Tripp of record in Instrument No. 202311070020489, all of that 2.000 acre tract of land as conveyed to Heather M. Hall of record in Instrument No. 201302140004109, all of that 2.641 acre tract of land as conveyed to Robert A. Parsons and Beth A. Parsons, Trustees of record in Instrument No. 201703210005736, all of that 10.003 acre tract of land also conveyed to Robert A. Parsons and Beth A. Parsons, Trustees of record in Instrument No. 201703210005737, that 0.047 acre tract of land as conveyed to the City of New Albany of record in Instrument No. 202501030000151, all of that 0.134 acre tract of land as conveyed to the City of New Albany of record in Instrument No. 202501030000153, all of that 0.169 acre tract of land as conveyed to the City of New Albany of record in Instrument No. 202501090000446, all of that 0.447 acre tract of land as conveyed to the City of New Albany of record in Instrument No. 202501030000151 and all of that 0.267 acre tract of land as conveyed to the City of New Albany of record in Instrument No. 202501030000152, more particularly described as follows:

Beginning, at a northerly corner of the remainder of said Original 100 acre tract, said corner also being the centerline intersection of Johnstown-Utica Road N.W. (U.S. 62) and Green Chapel Road N.W., also being on the Township line between Monroe Township and Jersey Township and being in the northerly line of said Lot 25;

Thence S 87° 03' 41" E, with the northerly lines of the remainder of said Original 100 acre tract, said 0.047 acre tract, said 0.134 acre tract and said Lot 25, along the centerline of said Green Chapel Road N.W. and along said common Township line, 177.02± feet to an angle point;

Thence S 86° 43' 12" E, with the northerly line of said 0.134 acre tract, northerly line of said 0.169 acre tract, the northerly line of said 0.447 acre tract, northerly line of said 0.267 acre tract and said Lot 25, along the centerline of said Green Chapel Road N.W. and along said common Township line, 1255.43± feet to an angle point;

Thence S 86° 38' 45" E, with the northerly line of said 0.267 acre tract, the northerly line of said 2.000 acre tract, the northerly line of said 2.641 acre tract, partially with the northerly line of said Lot 25 and partially with the northerly line of Lot 24, along the centerline of said Green Chapel Road N.W. and along said common Township line, 733.46± feet to an angle point;

Thence S 86° 55' 56" E, with the northerly line of said 10.003 acre tract and said Lot 25, along the centerline of said Green Chapel Road N.W. and along said common Township line, 403.59± feet to the northeasterly corner of said 10.003 acre tract, a northwesterly corner of that 200.968 acre tract of land as conveyed to Sidecat LLC of record in Instrument No. 202412180022512 and being in an existing City of New Albany Corporation line (Ord.#0-04-2023, Instrument No. 202302170002964);

Thence along common lines of said 10.003 acre tract, said 200.968 acre tract and said existing City of New Albany Corporation line, the following two (2) courses and distances:

S 03° 11' 11" W, 831.75± feet to a common corner thereof;

N 86° 40' 21" W, 525.05± feet to a common corner thereof, said corner also being in the easterly line of the remainder of said Original 100 acre tract and in the common line of said Lot 24 and 25;

Thence S 03° 11' 57" W, with a common line of the remainder of said Original 100 acre tract and said 200.968 acre tract, with the common line of said Lot 24 and 25 and along said existing City of New Albany Corporation line, 896.99± feet to a southeasterly corner of the remainder of said Original 100 acre tract, a northeasterly corner of that 79.30 acre tract of land as conveyed to Amazon Data Services Inc. of record in Instrument No. 202301170000954, a common corner of Lot 24, 25, 23 and 26 and in a northerly line of an existing City of New Albany Corporation Line (Ord.#0-28-2022, Instr. No. 202211160027367);

Thence N 86° 39' 21" W, with a southerly line of the remainder of said Original 100 acre tract, a northerly line of said 79.30 acre tract, a northerly line of that 22.57 acre tract of land as conveyed to Amazon Data Services Inc. of record in Instrument No. 202410310019361, along the common line of Lot 25 and Lot 26, across the right-of-way of Beech Road N.W. and along said existing City of New Albany Corporation Line (Ord.#0-28-2022, Instr. No. 202211160027367), 2762.23± feet to the southwesterly corner of the remainder of said Original 100 acre tract, southwesterly corner of Lot 25, the southeasterly corner of Lot 40 and in the centerline of said Beech Road N.W.;

Annexation Description ~ 115.445± Acres
South Side of Green Chapel Road
East of Beech Road N.W.

-2-

Thence N 03° 27' 31" E, along the westerly line of the remainder of said Original 100 acre tract, with the common line of said Lot 25 and Lot 40 and along the centerline of said Beech Road N.W., 1251.29± feet to a northwesterly corner of the remainder of said Original 100 acre tract and the centerline intersection of said Beech Road N.W. and said Johnstown-Utica Road N.W. (U.S. 62);

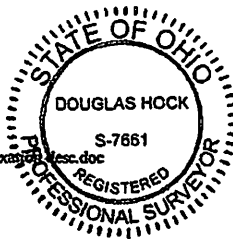
Thence N 59° 41' 35" E, with a northerly line of the remainder of said Original 100 acre tract and along the centerline of said Johnstown-Utica Road N.W. (U.S. 62), 853.80± feet to the True Point of Beginning, and containing 115.445± acres, more or less.

Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on March 17, 2025 and is based on existing records from the Licking County Auditor's Office and the Licking County Recorder's Office. A drawing of the above description is attached hereto and made a part thereof.

The total length of the annexation perimeter is about 9690.6 feet, of which about 5016.0 feet are contiguous with existing Village of New Albany Corporation Lines, being about 51.8% contiguous. This annexation does not create any islands of township property.

This description is to be used for annexation purposes only and not to be used in the transfer of land.

All references used in this description can be found at the Recorder's Office, Licking County, Ohio.



ADVANCED CIVIL DESIGN, INC.

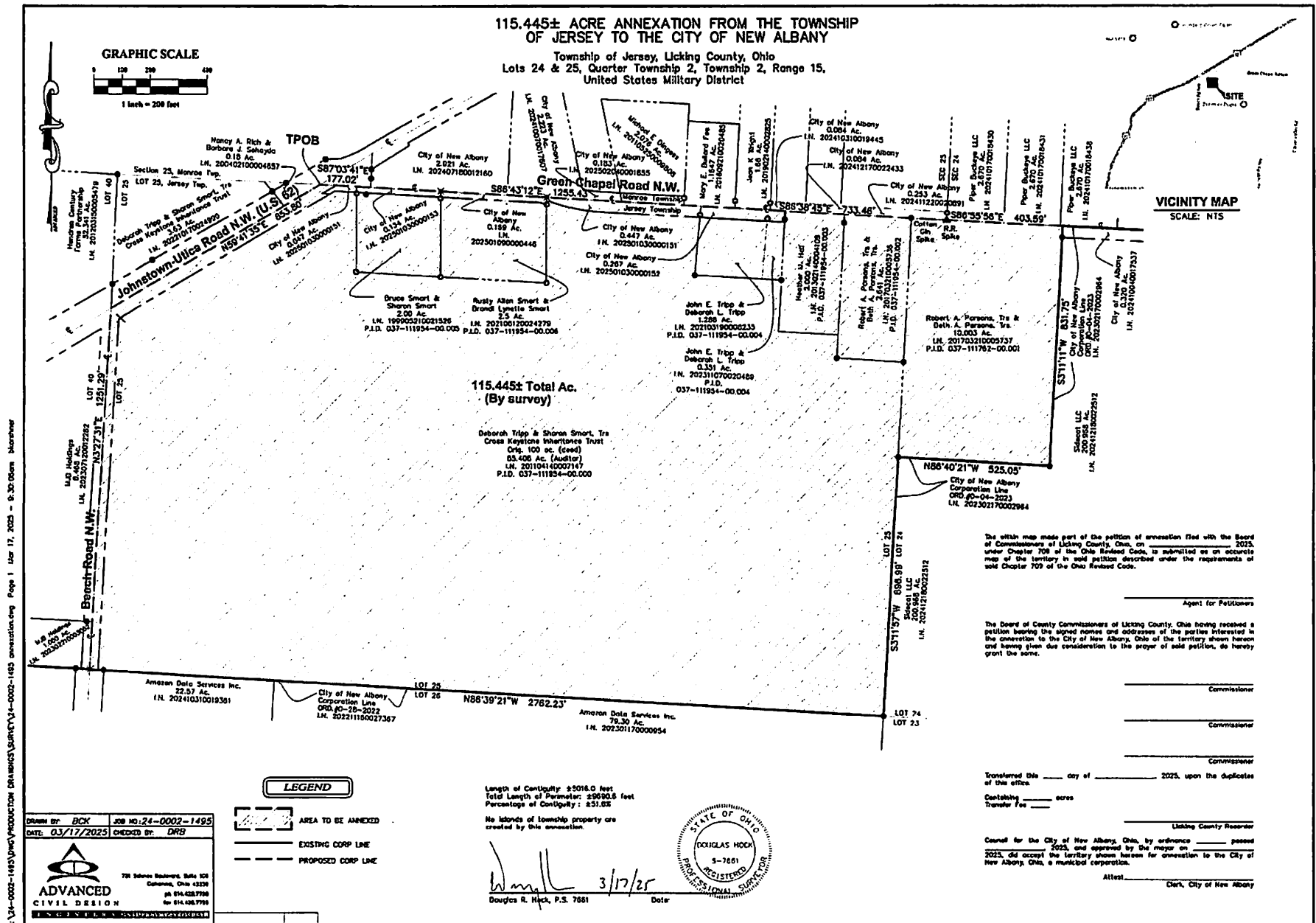
Douglas R. Hock, P.S. 7661

Date:

Z:\24-0002-1495\survey\115.445 ac annexation desc.doc

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="checked" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>[Signature]</i>
DATE:	03/18/2025

Exhibit B - O-24-2025





ORDINANCE O-25-2025

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 115.445+/- ACRES OF LAND GENERALLY LOCATED ON THE CORNER OF BEECH ROAD AND GREEN CHAPEL ROAD ALONG US-62, FROM AGRICULTURAL (AG) TO LIMITED GENERAL EMPLOYMENT (L-GE) FOR AN AREA TO BE KNOWN AS THE "SMART FARMS ZONING DISTRICT" AS REQUESTED BY KARIS CRITICAL, C/O CRAIG MONCRIEF

WHEREAS, New Albany City Council 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 Karis Critical, c/o Craig Moncrief, the Planning Commission has reviewed the proposed zoning amendment and recommended its approval unanimously during their meeting on May 19, 2025.

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. A 115.445+/- acre site within Licking County, generally located on the corner of Beech Road and Green Chapel Road along US-62, from its current zoning of Agricultural (AG) to Limited General Employment (L-GE).
- B. The zoning district's limitation 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/13/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective:

SMART FARM ZONING DISTRICT

LIMITATION (L-GE) TEXT

April 3, 2025

The Smart Farm Zoning District (the “Zoning District”) consists of 115.5 +/- acres located south of Green Chapel Road, east of Beech Road, and west of the Intel development (the “Property”). The Property is located within the Annexation Agreement area with Jersey Township. Applicant desires to annex the Property and rezone it to the General Employment District for the purpose of complementing the zoning and development standards for the industrial properties to the south of the Property.

- I. Zoning Designation: L-GE, Limited General Employment District.
- II. Permitted Uses: The permitted and conditional uses contained and described in the Codified Ordinances of the City of New Albany, GE, General Employment District, Sections 1153.02 and 1153.03, provided that the conditional uses are approved in accordance with Chapter 1115, Conditional Uses. The following uses from these code sections shall be prohibited:
 - A. Industrial product sales (see Section 1153.03(a)(1));
 - B. Industrial service (see Section 1153.03(a)(2));
 - C. Mini-warehouses (see Section 1153.03(a)(4)(c)). For purposes of clarification, this prohibition only applies to such facilities that are made available for rental to the general public;
 - D. Personal service (see Section 1153.03(b)(2)) and retail product sales and service (see Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this Zoning District;
 - E. Vehicle services (see Section 1153.03(B)(4);
 - F. Radio/television broadcast facilities (see Section 1153.03(c)(1));
 - G. Sexually-oriented businesses (see Section 1153.03(c)(3)); and
 - H. Off-premises signs (see Section 1153.03(c)(2)).
- III. Lot and Setback Commitments:
 - A. Lot Coverage: There shall be a maximum lot coverage in this Zoning District of 75%. “Lot Coverage” means the ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage. This maximum lot coverage standard shall apply to the entire Zoning District, not each parcel within the Zoning District.

B. Setbacks:

1. Green Chapel Road: The minimum building and parking setbacks shall be 300 feet from the center of Green Chapel Road, except that substations and its ancillary equipment, structures, and facilities shall be permitted to encroach within the setbacks. Please note that all minimum setback requirements pertain to the new Green Chapel Road, which is depicted on the site plan attached to this rezoning application. No setback requirements shall apply to Old Green Chapel Road.
2. U.S. Route 62: The minimum building and parking setback shall be 185 feet from the centerline of U.S. Route 62.
3. Beech Road: The minimum building and parking setback shall be 185 feet from the centerline of Beech Road.
4. Perimeter Boundaries: The minimum building and parking setback shall be 25 feet from all perimeter boundaries for which another setback requirement is not provided in this text, except that the minimum pavement and building setback shall be 100 feet from any such perimeter boundary that is adjacent to property where residential uses are permitted.
5. Elimination of Setbacks: In the event that a parcel located within this Zoning District and an adjacent parcel located within or outside of this Zoning District (i) comes under common or affiliated ownership or control, (ii) are zoned to allow compatible non-residential uses, or (iii) are combined into a single parcel, then any minimum building, pavement, or landscaping setback standards set forth in this text as they apply to common property lines shall no longer apply with respect to these parcels. Section 1153.04(g) of the Codified Ordinances also shall apply to this Zoning District.

IV. Architectural Standards:

- A. Building Height: The maximum building height for structures in this Zoning District shall be 85 feet, subject to Section 1165.03 of the Codified Ordinances.
- B. Service with Loading Areas: Service areas and loading areas shall be screened in accordance with the Codified Ordinances.
- C. Building Design:
 1. Building designs shall not mix architectural elements or ornamentation from different styles.

2. Buildings shall be required to employ comparable use of materials on all elevations.
3. The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.
4. For office buildings and complexes, achieving a human or pedestrian scale is of less concern. When achieving such a scale is desired, it may be achieved by careful attention to width of facades, size and spacing of window and door openings, and floor to floor heights on exterior walls.
5. All elevations of a building that are visible from a public right-of-way shall receive similar treatment in terms of style, materials, and design so that such elevations are not of a lesser visual character than any other.
6. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.
7. Elements such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
8. Accessory or ancillary buildings, whether attached or detached, shall be of similar design, materials and construction as the nearest primary structure. Fenestration themes that employ windows, panels, and piers that are consistent with the architectural vocabulary of the buildings that are encouraged. Accessory structures, generators, storage tanks, trash receptacles or any other similar improvement must be located behind a building façade that does not front on a public right-of-way.

D. Building Form:

1. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.

2. Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. In non-stylistic contemporary designs, low or flat roofs may be employed. Roof visibility shall be minimized.

E. Materials:

1. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.
2. Prefabricated metal buildings and untreated masonry block structures are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.
3. Generally, the quantity of materials selected for a building shall be minimized.
4. Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.
5. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed for industrial and data center uses are not subject to the Design Guidelines & Requirements (DGRs) and can present challenges in meeting the community standard for architectural design. Such buildings are necessarily large and typically include long walls that together form a square or rectangular box. The goal for the development of buildings that are not subject to the DGRs is to balance the practical needs of these buildings with the desire to provide exterior designs that are attractive and complementary to the architecture that will be found elsewhere in this Zoning District.

Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings that are not subject to the DGRs in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these

standards are meant to allow for some flexibility to encourage innovative design provided that the spirit and intent of these provisions are met.

In conjunction with an application for a certificate of appropriateness for each building or structure in this Zoning District that is not subject to or governed by the DGRs, the applicant shall be required to submit to the City illustrations of the proposed exterior design of the building or structure for review and approval by the Design Review Committee contemplated in Section 1157.08(a)(1)(D) of the City Code. In designing such buildings, the user or applicant shall consider the following, which are intended to set a level of expectation for the quality of design:

- a. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public right-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while considering the unique nature of the use(s) that will be found therein.
 - b. Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include, but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height.
 - c. The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.
 - d. Contemporary exterior designs, while not required, shall be encouraged in order to create architecture that does not look aged or dated even many years after the facility is built.
 - e. Landscaping and/or the use of existing vegetation shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from public rights-of-way.
6. Roof-Mounted Equipment: Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer

sound generated by such equipment. Solar energy systems shall be excluded from the requirements of this section to the extent the requirements prevent or limit functionality and/or accessibility to direct sunlight.

V. Access, Parking, Site Circulation, and Traffic Commitments:

- A. Vehicular Access: The developer shall work with the City Manager or their designee to determine the need for appropriate timing and phasing of street improvements to serve this Zoning District. Subject to other provisions in this text, on public rights-of-way which exist on the date of this text, the number, locations, and spacing of curbcuts shall be determined and approved by the City Manager or their designee in consultation with the developer at the time a certificate of appropriateness is issued for a project in this Zoning District.

The applicant shall conduct an analysis of future traffic demands based on anticipated development and uses within the area as agreed by the City Traffic Engineer. If needed, the developer shall grant easements to the City which are adjacent to the current right-of-way adjacent to the Property to the extent necessary to provide for the installation and maintenance of streetscape improvements. The City Manager or the City Manager's designee shall make the final determination to approve the conclusions of the traffic analysis.

- B. Parking and Loading: Parking and loading spaces shall be provided for each use per Chapter 1167 of the Codified Ordinances of the City of New Albany.
- C. Rights-of-Way: The width of the U.S. Route 62 and Beech Road rights-of-way shall be 100 feet. The developer shall dedicate right-of-way for U.S. Route 62 and Beech Road to the City at a distance of 50 feet as measured from the existing centerline of the respective rights-of-way. The total right-of-way for Green Chapel Road shall be 80 feet. The developer shall dedicate right-of-way for Green Chapel Road to the City at a distance of 40 feet from the existing centerline of Green Chapel Road. The developer shall grant easements to the City which are adjacent to the aforementioned rights-of-way to the extent necessary to provide for the installation and maintenance of streetscape improvements.

- D. Private Roads: Any creation of private roads are subject to staff approval.

VI. Buffering, Landscaping, Open Space, and Screening: A landscaping plan shall be approved as part of the City's review of a certificate of appropriateness application for each portion of this Zoning District that is proposed for development. The following landscaping requirements shall apply to the Zoning District:

- A. Tree Preservation: Standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at drip line.
- B. Landscaping Required Adjacent to Residential Uses: For those perimeter boundaries which abut residentially zoned and used properties (if two contiguous properties have an intervening public street right-of-way between them, they shall still be considered to be abutting) that are not owned by the developer, then the required landscaping and/or mounding (or some combination thereof) within minimum required pavement setback areas shall be enhanced to provide an opacity of 75% on the date that is five (5) years after planting to a total height of ten (10) feet above ground level when viewed from off-site. Existing trees may be utilized to meet this opacity requirement.
- C. Fencing: A standard New Albany white four-board horse fence may (but shall not be required to) be provided within the public right-of-way.
- D. Stormwater Management: Wet and dry stormwater basins shall conform to the standards set forth in Section 1171.08 of the Codified Ordinances of the City of New Albany.
- E. Street Trees: A street tree row shall be established along Beech Road, U.S. Route 62, and Green Chapel Road and shall contain one (1) tree for every thirty (30) feet of road frontage. Trees may be grouped or regularly spaced. Street trees shall be located within the right-of-way. The minimum street tree size at installation shall be three (3) caliper inches. This requirement may be waived in areas where existing vegetation occurs or in areas subject to overhead electric transmission lines, subject to approval of the City Landscape Architect. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.
- F. Parking Areas: Within this Zoning District, there shall be no less than one (1) tree planted for every ten (10) parking spaces located therein. At least five percent (5%) of the vehicular use area shall be landscaped or green space (or treed areas). Parking lots shall be designed to accommodate parking lot islands with tree(s) at the end of parking aisles.
- G. Pedestrian Circulation: An 8-foot-wide asphalt leisure trail is required to be installed along the Beech Street frontage of the site.
- H. Minimum On-Site Tree Sizes: Unless otherwise set forth herein, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for

ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.

- I. Master Landscape Standards Plan: The City of New Albany Beech Road North District Landscape Standards Master Plan shall apply to this Zoning District. New landscaping installed within the pavement and building setback shall be coordinated and consistent throughout the length of the Zoning District's street frontage.
 1. A landscape buffer shall be located within the required minimum pavement and building setback along U.S. Route 62, Beech Road, and Green Chapel Road. The buffer shall be planted with a minimum quantity of 8 trees per 100 linear feet, in addition to street trees. Trees shall be randomly planted to create a naturalized appearance. Trees shall be of native species. Evergreen trees or shrubs shall not be permitted in the area between the buffer landscape and the edge of street pavement. For landscaping which is not used to meet this zoning text, codified ordinances, or street tree requirements, the minimum caliper of tree material may be reduced to 1" caliper to gain additional plant material.
 2. The landscape buffer may consist of mounding. Mounding, when used, shall be a maximum of 12 feet in height. Trees shall be planted on the mound with a minimum of 70% of the trees occurring on the street side. No trees shall be located within the upper quartile of the crest of the mound.

VII. Lighting:

- A. All parking lot and private driveway lighting shall be cut-off type fixtures and down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site.
- B. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.
- C. Lighting details shall be included in the landscape plan which is subject to review and approval by the City Landscape Architect.
- D. Landscape uplighting from a concealed source shall be subject to staff approval. All uplighting fixtures must be screened by landscaping. Lighting details shall be included in the landscape plan which is subject to review and approval by the City Landscape Architect.

- E. No permanent-colored lights or neon lights shall be used on the exterior of any building.
 - F. All other lighting on the site shall be in accordance with City Code. Street lighting must meet the City standards and specifications.
 - G. Solar panels may be incorporated and installed as appropriate.
- VIII. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.
- IX. Utilities: All new utilities (not including substations) installed solely to serve this Zoning District shall be installed underground.



ORDINANCE O-26-2025

AN ORDINANCE TO DECLARE THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPT 100% OF THAT IMPROVEMENT FROM REAL PROPERTY TAXATION, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT AND THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY (C-TEC), PROVIDE FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS INTO A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THOSE PARCELS, AND APPROVE AND AUTHORIZE THE EXECUTION OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS

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

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

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

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

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

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

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

WHEREAS, the Boards of Education of Johnstown-Monroe Local School District and the Career and Technology Education Centers of Licking County (C-TEC) have waived any and all requirements for notice from the City under Sections 5709.40 and 5709.83 of the Ohio Revised Code in furtherance of the commitment made by the City in the Compensation Agreements entered into between the City and those Boards of Education;

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

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

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Licking County, Ohio (the “*County Treasurer*”) on or before the final dates for payment of real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and

interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended or supplemented from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the “*Service Payments*”), shall be charged to each Parcel and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to Section 1 of this Ordinance, all in accordance with Section 5709.42 of the Ohio Revised Code. The Service Payments, and any other payments with respect to the Improvement that are received by the county treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the “*Property Tax Rollback Payments*”), shall be allocated and distributed in accordance with Section 4 of this Ordinance.

Section 3. Tax Increment Equivalent Fund. This council previously established, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Oak Grove II Public Tax Increment Equivalent Fund (the “*Fund*”) to be maintained in the custody of the City and receive all distributions to be made to the City pursuant to Section 4 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement to each Parcel and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF statutes and this ordinance, as the same may be amended from time to time. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City’s General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4. Distribution of Funds. Pursuant to the TIF Statutes, the county treasurer is hereby requested and directed to distribute the Service Payments and Property Tax Rollback Payments as follows:

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

(ii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by this Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued by the City or The New Albany Community Authority or The New Albany East Community Authority (each an “*Authority*”) to pay for Public Infrastructure Improvements, all amounts owed to any fund of the City or an Authority to reimburse that fund for the costs of any Public Infrastructure Improvements previously paid from that fund, including interest payable on those amounts, and all amounts owed by the City or an Authority to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

Section 5. Public Infrastructure Improvements. This council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance, as public infrastructure

improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 6. Tax Increment Financing Agreement. The form of TIF Agreement presently on file with the fiscal officer is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the city manager. The city manager, for and in the name of the City, is hereby authorized to execute and deliver one or more TIF Agreements with one or more owners of a Parcel or Parcels in substantially that form along with any changes therein and amendments thereto, provided that the approval of such changes and amendments by the city manager, and the character of those changes and amendments as not being substantially adverse to the City or inconsistent with this ordinance, shall be evidenced conclusively by the city manager's execution thereof.

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

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

Section 9. Tax Incentive Review Council. This council hereby designates the Tax Incentive Review Council created pursuant to Resolution No. R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

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

Section 11. Effective Date. Pursuant to Article 6.07(b) of the New Albany Charter, this Ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/13/2025

Introduced: 06/24/2022

Revised:

Adopted:

Effective:

EXHIBIT A – O-26-2025

PARCEL MAP

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



EXHIBIT B – O-26-2025

PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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



ORDINANCE O-27-2025

AN ORDINANCE TO AMEND CHAPTER 141 "RECORDS COMMISSION" OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, Codified Ordinances Chapter 141 establishes the city's records commission, sets the membership, and contains a limited records retention schedule; and

WHEREAS, this chapter was last updated in February of 1996 via Ordinance O-12-1996 and needs to be updated to reflect current city practices and record keeping; and

WHEREAS, the New Albany Public Records Commission recommended approval of the proposed amendments to the codified ordinances at its meeting on June 3, 2025.

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

Section 1: Council hereby amends portions of codified ordinance chapter 141 as set forth in Exhibit A, which depicts these amendments in colored font and strikethroughs.

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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 05/28/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective:

New Albany Codified Ordinance 141.01; Records Commission Established; Members; Powers and Duties.

- (a) A Records Commission is hereby created to provide rules for retention and disposal of records of the ~~City~~Municipality. The rules provided for shall be in accordance with ORC 149.39. The Records Commission hereby created will have such powers and duties as are provided for in ORC 149.39.
- (b) The Records Commission hereby created shall be composed of the Mayor or his/her appointed representative, who shall serve as chairman; the Finance Director; the ~~Law Director~~Solicitor; and a citizen appointed by the Mayor. Terms of the Mayor's representative and the citizen appointee shall be indefinite, subject to annual approval of the Mayor. Except as prohibited by the Charter, members of the Records Commission may hold other public offices or be employed by the ~~Municipality~~City.
- (c) ~~The City Manager/Administrator is hereby directed to appoint~~ Each department head shall designate a records officer within ~~each their~~ department of the ~~Municipality~~City to inventory, appraise, and oversee retention of records of the department according to criteria set by the Ohio Municipal Records Manual and ~~the adopted~~ records retention schedule ~~adopted herein~~; and ~~to inform~~ apply to the New Albany Records Commission when records indicated by the appropriate state organization as requiring approval have reached the end of their assigned retention period, in writing annually by January 31 ~~as to when records held by the department have reached the end of their assigned retention period. The records officer shall receive written permission from the New Albany Records Commission prior to the disposal of any record subject to the retention schedule herein established.~~
- (d) Unless otherwise provided for in a department's approved record retention schedule, As each section governs municipal records requirements pursuant to ORC 149.40, the Ohio Municipal Records Manual records retention schedule sections listed in this section or as amended herein pursuant to the powers granted in ORC 149.39, are hereby adopted as the official records retention schedule of the Municipality:

SECTIONS

- 2. Building Records
- 4B. Mayor's Court Records
- 5. Engineering & Street Records
- 6. Executive and General Administration Records
- 7. Financial Records
- 8B. Police Records
- 10. Legal & Legislative Records
- 11. Parks & Recreation Records
- ~~132A & B.~~ Personnel Records, with amendments as follows:
- ~~132B.12.~~ "Record of Disciplinary Action." Records of disciplinary action shall be retained as follows:
 - a. Oral reprimands. Oral reprimands shall remain in the disciplined employee's file for a minimum of 180 days, and shall be removed only upon request in writing from the employee; provided that no additional discipline(s) for the same offense has occurred within the same 180-day period. Should an additional

discipline for the same offense occur within the 180-day period, the original discipline shall not be removed until the period of retention of the additional discipline(s) has elapsed.

b. Written reprimands. Written reprimands shall be removed from the disciplined employee's file after twenty-four (24) months, and shall be removed only upon request in writing from the employee, provided that no additional discipline(s) for the same offense has occurred within the same 24-month period. Should an additional discipline(s) for the same offense occur within the 24-month period, the original discipline shall not be removed until the period of retention of the additional discipline(s) has elapsed.

c. Notice of Suspension. Written documentation of suspension shall remain in the disciplined employee's file for sixty (60) months, and shall be removed upon request in writing from the employee, provided that no additional discipline(s) for the same offense has occurred within the 60-month time period. If additional discipline(s) has occurred for the same offense within the 60-month time period, the original discipline(s) shall not be removed until the period of retention of the additional discipline(s) has elapsed.

Add to 132B:

~~20. Personnel Appeals Board case files — permanent~~

~~21. Personnel Appeals Board minutes — permanent~~

~~22. Personnel Appeals Board correspondence — until no longer of administrative value; generally 1—5 years.~~

13. Planning & Zoning Records

14A. Water & Sewer Records.

(Ord. 25-90. Passed 5-15-90; Ord. 12-96. Passed 2-20-96.)



ORDINANCE O-28-2025

AN ORDINANCE TO ACCEPT A RIGHT OF WAY DEDICATION OF 0.875 ACRES ALONG BABBITT ROAD AS REQUESTED BY MBJ HOLDINGS, LLC AND DECLARING AN EMERGENCY

WHEREAS, MBJ Holdings, LLC, the sole grantor and owner of certain real property within the city of New Albany, desires to dedicate a portion of said property for public right-of-way purposes; and

WHEREAS, the city council annexed the properties via Ordinance O-11-2025 on April 15, 2025; and

WHEREAS, the proposed right of way dedication, totaling 0.875 acres, comprises tracts of real property described and depicted in Exhibit A, and is intended by the grantee, the city of New Albany, to be held and used as a public right-of-way; and

WHEREAS, the said right of way dedication is located in the Franklin County and identified by Tax Parcel Numbers 220-002006, 220-002151, and 220-000845; and

WHEREAS, the city engineer has reviewed the proposed right of way dedication and determined that this dedication is in alignment with the city's infrastructure and development goals; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the city, and for the further reason that this ordinance is proposed to be effective upon adoption for the timely provision of public infrastructure; and

WHEREAS, it is in the city's best interest to accept this dedication of right of way, as it aligns with the planning goals of the city of New Albany.

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

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.875 acres as described and depicted in 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. For the reasons stated herein, council hereby declares an emergency and waives the applicable 30-day referendum period.

Section 4. Pursuant to Article 6.07(a) of the New Albany Charter, this ordinance shall become effective immediately upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/12/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective:

Please return this approval, along with the original description and map of survey, as prepared by the



Evans, Machwart, Hambleton & Tilley, Inc.
Engineers • Surveyors • Planners • Scientists
6820 New Albany Road, Columbus, OH 43224
Phone: 614.775.4300 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

LOT 5, QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF PLAIN, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 22, 2025 Scale: 1" = 140' Job No: 2025-0180 Sheet No: 1 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°35'33"W	45.80'
L2	S86°24'27"E	40.00'
L3	N86°24'27"W	40.00'

① WALTER C. DORAN
LOIS E. DORAN
5.000 AC. (DEED)
O.R. 33616F01
I.N. 200102070025653

② THE CITY OF NEW ALBANY, OHIO
0.665 AC. (DEED)
I.N. 202312060127058

③ QTS NEW ALBANY III, LLC
78.012 AC. (DEED)
I.N. 202401110003902

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK80 and FRANK180, having a bearing of North 85° 57' 24" West, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment. A bearing of North 03° 35' 33" East for a portion of the centerline of Babbitt Road was held for as the "basis of bearings" for this survey.

SURVEY NOTE:

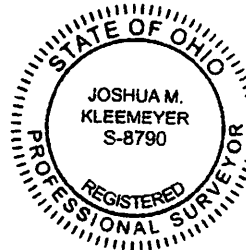
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in May, 2025.

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

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

0 140

SCALE (in feet)



By 5/22/25
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com Date

J:\2025\0180\Drawg\04Sheets\Boundary\20250180-VS-BNDY-04.dwg plotted by Kleemeyer, Joshua on 5/27/2025 2:15:35 PM last saved by jkleemeyer on 5/27/2025 2:12:43 PM

0.875 ACRES

Situated in the Township of Plain, County of Franklin, State of Ohio, lying in Lot 4, Quarter Township 4, Township 2, Range 16, United States Military District, being part of that 2.008 acre and that 3.616 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202505080047624, being part of that 3.107 acre, that 10 acre and that 5 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202504110036826, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference at Franklin County Geodetic Survey Monument Number 1216 marking the centerline of Babbitt Road (Road Record 7, Page 350, width varies), being the common corner of said Lot 5 and Lots 6, 11 and 12, being in the westerly line of that 5.176 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202504110036943, being the common easterly corner of that 13 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 201312130204757 and that 4.135 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 202502060012024, (said monument being South 03° 35' 33" West, a distance of 1720.02 feet from Franklin County Geodetic Survey Monument Number 1211 marking the centerline intersection of Babbitt Road and East Dublin-Granville Road (width varies));

Thence South 03° 35' 33" West, with the centerline of said Babbitt Road, with the line common to said Lots 5 and 12, with the line common to said 5.176 and 4.135 acre tracts, a distance of 45.80 feet to a magnetic nail set at the northwesterly corner of that 2.008 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202505080047624, being the TRUE POINT OF BEGINNING;

Thence South 86° 24' 27" East, across the right-of-way of said Babbitt Road and with the line common to said 2.008 and 5.176 acre tracts, a distance of 40.00 feet to an iron pin set;

Thence South 03° 35' 33" West, across said 2.008, 3.616, 3.107, 10 acre and 5 acre tracts, a distance of 952.40 feet to an iron pin set in the line common to said 5 acre tract and that 78.012 acre tract conveyed to QTS New Albany III, LLC by deed of record in Instrument Number 202401110003902;

Thence North 86° 24' 27" West, with the southerly line of said 10 acre tract, the northerly line of said 78.012 acre tract, the northerly line of that 0.665 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 2002312060127058 (passing a 1 inch iron pin found at 14.98 feet), a total distance of 40.00 feet to a magnetic nail set in the centerline of said Babbitt Road, the line common to said Lots 5 and 12, the easterly line of that 5.000 acre tract conveyed to Walter C. Doran and Lois E. Doran by deeds of record in Official Record 33616F01 and Instrument Number 200102070025653, being the common westerly corner of said 78.012 and 5 acre tracts;

Thence North 03° 35' 33" East, with the centerline of said Babbitt Road, with the line common to said Lots 5 and 12, the easterly line of said 5.000 acre tract, the easterly line of that 4.627 acre tract conveyed to Demetra Doran Mutchler and Douglas L. Mutchler by deeds of record in Instrument Numbers 199809040226941 and 199809040226942, the easterly line of that 1.037 acre tract conveyed to Demetra D. Mutchler by deed of record in Instrument Number 199809040226940, the easterly line of that 19.791 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 202107070118259, the easterly line of that 1.010 acre tract conveyed to Daniel C. Cox Jr. by deed of record in Instrument Number 201509280135505, the easterly line of said 4.135 acre tract, the westerly line of said 5 acre, 10 acre, 3.107 acre, 3.616 acre, and 2.008 acre tracts, a distance of 952.40 feet to the TRUE POINT OF BEGINNING, containing 0.875 acre, more or less, of which 0.197 acre lies within Parcel Number 220-002006 (0.099 acre within the present right-of-way occupied by said Babbitt Road), 0.142 acre lies within Parcel Number 220-002151 (0.142 acre within the present right-of-way occupied by said Babbitt Road) and 0.535 acre lies within Parcel Number 220-000845 (0.268 acre within the present right-of-way occupied of said Babbitt Road).

0.875 ACRES

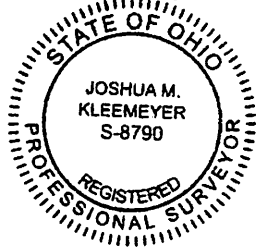
-2-

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

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK80 and FRANK180, having a bearing of North 85° 57' 24" West, as established by the Franklin County Engineer's Office using Global Positioning System procedures and equipment. A bearing of North 03° 35' 33" East for a portion of the centerline of Babbitt Road was held as the "basis of bearings" for this survey.

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in May, 2025.



JMK: mw
0_875 ac 20250180-VS-BNDY-04.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Kleemeyer 5/22/25

Joshua M. Kleemeyer
Professional Surveyor Number 8790

PRELIMINARY APPROVAL

ADAM W. FOWLER, P.E., P.S.

jwiggins

05/28/2025 7:21:46 AM

PENDING ORIGINALS

*Submitted via digital format



Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed, and dated in blue ink.



ORDINANCE O-29-2025

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, 2025, AND TO AUTHORIZE TRANSFERS FROM THE GENERAL AND OAK GROVE II INFRASTRUCTURE FUNDS AND AN ADVANCE FROM THE GENERAL FUND

WHEREAS, in December 2024, the 2025 Annual Budget Program and the related permanent appropriations were adopted by council; and

WHEREAS, it is necessary to adjust the 2025 appropriations to ensure compliance with budgetary requirements and reflect proposed and actual spending; and

WHEREAS, it is necessary to transfer and advance funds from the General Fund excess balance to provide for additional costs related to planned projects and the repayment of a portion of the 2024 Bond Anticipation Notes (BAN) maturing September 11, 2025; and

WHEREAS, it is necessary to transfer funds from the Oak Grove II Infrastructure Fund to provide for the repayment of a portion of the 2024 Bond Anticipation Notes (BAN) maturing September 11, 2025.

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

Section 1. Council hereby authorizes an appropriation of the unappropriated balance of the following funds:

Fund	Department	Category	Increase/ (Decrease)
101 - General	Community Development	Operating & Contractual Services	\$ 396,000
101 - General	Administrative Services	Operating & Contractual Services	3,423,000
101 - General	Public Service	Operating & Contractual Services	160,000
101 - General	N/A	Transfers & Other Financing Uses	22,954,400
221 - Economic Development - NAECA	N/A	Transfers & Other Financing Uses	(10,000,000)

Fund	Department	Category	Increase/ (Decrease)
401 - Capital Improvement	N/A	Capital	8,877,000
405 - Water & Sewer Capital Improvement	N/A	Capital	270,000
415 - Capital Equipment Replacement	N/A	Capital	1,749,000
417 - Oak Grove II Infrastructure	N/A	Capital	730,000
417 - Oak Grove II Infrastructure	N/A	Transfers & Other Financing Uses	4,000,000
Total Appropriation Amendments			\$ 32,559,400

Section 2. Council hereby authorizes Budget Transfers as follows:

Fund	Department	Category	Increase/ (Decrease)
101 - General	Public Service	Personal Services	\$ (140,000)
101 - General	Public Service	Operating & Contractual Services	140,000
Net Change related to Transfers			\$ -

Section 3. Council hereby authorizes the transfer of funds, not exceeding the amounts indicated, as follows:

From	To	Amount
101 - General	301 - Debt Service	\$ 10,000,000
101 - General	401 - Capital Improvement	8,877,000
101 - General	415 - Capital Equipment Replacement	1,754,400
417 - Oak Grove II Infrastructure	301 - Debt Service	4,000,000
Total Transfers		\$ 24,631,400

Section 4. Council hereby authorizes an advance of funds from the General Fund to the Oak Grove II Infrastructure fund in an amount not to exceed \$4,000,000.

Section 5. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin Albrecht
Law Director

Legislation dates:

Prepared: 06/16/2025
Introduced: 06/24/2025
Revised:
Adopted:
Effective:



RESOLUTION R-21-2025

A RESOLUTION GRANTING A NON-EXCLUSIVE RIGHT-TO-SERVE TO LICKING RURAL ELECTRIFICATION, INC., ITS SUCCESSORS AND ASSIGNS, PROVIDING IT THE RIGHT TO ACQUIRE, CONSTRUCT, MAINTAIN, AND OPERATE WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF NEW ALBANY, AS SUCH BOUNDARIES CURRENTLY EXIST OR MAY EXIST IN THE FUTURE, LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY TO NEW ALBANY, AND THE RESIDENTS AND BUSINESSES THEREOF FOR LIGHT, HEAT, POWER, AND OTHER ELECTRIC ENERGY PURPOSES

WHEREAS, Licking Rural Electrification, Inc. has requested a non-exclusive Right-To-Serve (Right-To-Serve) to enable it and its successors and assigns to acquire, construct, maintain, and operate in accordance with local, state, and federal laws, rules and regulations (Law) within the corporate boundaries of the City of New Albany, State of Ohio, as such boundaries currently exist or may exist in the future, lines for the transmission and distribution of electric energy to New Albany, and the residents and businesses thereof for light, heat, power, and other electric energy purposes, and for the transmission and distribution of the same within, through, on, or across New Albany, and

WHEREAS, pursuant to Home Rule authority granted to municipalities under Section 4 of Article XVIII of the Ohio Constitution, the city has the inherent authority to grant such Rights-To-Serve to electric utility providers, and

WHEREAS, it is council's desire to protect the health, safety, and welfare of New Albany's residents by enacting this Right-To-Serve.

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

Section 1. Subject to the limitations contained herein, Licking Rural Electrification, Inc., its successors, and assigns (hereinafter called "Grantee") are hereby granted the Right-to-Serve within New Albany lines for the transmission and distribution of electric energy, either by means of overhead or underground conductors, with all the necessary or desirable appurtenances and appliances, including electric substations, to render non-exclusive public utility service in New Albany and to its residents and businesses thereof by supplying electric energy to New Albany and its residents and businesses, for light, heat, power, or any other electric purposes or purpose for which electric energy is now or may hereafter be used, and the transmission and distribution of the same within, through, on or across New Albany.

Section 2. In exercising its rights pursuant to this Right-to-Serve, Grantee shall fully comply with the law, specifically including, but not limited to, New Albany's Right-of-Way ordinance contained within Chapter 907 of New Albany Codified Ordinances, entitled "Rights-of-Way" as it currently exists or is amended or modified from time to time.

Section 3. Said lines, appurtenances, and appliances ("Equipment") shall be constructed in accordance with law so as to interfere as little as possible with the traveling public in its use of the streets, thoroughfares, alleys, bridges, and public places.

Section 4. This Right-to-Serve shall be in force and effect for a period of ten (10) years from the effective date of this resolution.

Section 5. This Right-to-Serve hereby granted shall not be construed to be exclusive and council hereby reserves the power to grant a similar Rights-to-Serve to any other person or persons, firm or firms, corporation or corporations.

Section 6. Said Grantee shall save New Albany harmless from any and all liability, cost, or expense arising in any way from Grantee's erection, operation, and/or maintenance of said lines for the distribution and transmission of electric energy.

Section 7. Whenever said Grantee shall begin the erection or installation of any Equipment, it shall promptly and diligently prosecute the work to completion and leave the streets, thoroughfares, alleys, bridges, and public places where such work is done in as good condition of repair as before such work was commenced, in accordance with the law.

Section 8. Wherever in this resolution reference is made to New Albany or the Grantee, it shall be deemed to include the respective successors or assigns of either; the provisions of this Right-to-Serve shall be binding upon, and inure to the benefit of, the respective successors or assigns of New Albany or of said Grantee.

Section 9. Pursuant to Article VI, Section 6.10(B) of the City of New Albany Charter, New Albany and Licking Rural Electrification hereby amend, ratify, and extend the prior Right-to-Serve granted to Licking Rural Electrification, Inc. in Resolution 52-2010 to extend through and until the date this Right-to-Serve takes effect pursuant to Section 11 herein.

Section 10. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 11. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

Section 12. This resolution and Right-to-Serve shall be accepted by the Grantee within sixty (60) days from the date of the passage of the same.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/12/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective:



RESOLUTION R-22-2025

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH NONA MASTER DEVELOPMENT LLC

WHEREAS, it has been the city's ongoing desire to improve the built environment around the State Route 605 and Central College Road intersection which will improve pedestrian connectivity, safety, and establish a roadway character that is complimentary to the mixed-use development pattern planned to be developed in this immediate area; and

WHEREAS, NONA Master Development LLC (the "Developer") owns approximately 32.6+/- acres generally located at the southwest and southeast corners of the State Route 605 and Central College Road intersection and intends to develop the same with approximately 40,000 square feet of retail and commercial space, approximately 200 residential units, as well as approximately 8 acres of parkland and green space, consistent with the final development plan application was reviewed and approved by the Parks and Trails Advisory Board, Architectural Review Board, and Planning Commission (FDP-53-2024); and

WHEREAS, the city and the Developer have determined that the successful development and operation of the project will require certain public infrastructure improvements, as described in this agreement; and

WHEREAS, the city and the Developer have determined that each will benefit from collaborating on the design, development and construction of certain public infrastructure improvements, as described in this agreement; and

WHEREAS, the city and the Developer desire to enter into this agreement in order to memorialize the terms of this collaboration regarding the development and construction of certain public infrastructure improvements.

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

Section 1. Development Agreement. The development agreement in support of the project, by and between the city and the Developer, in the form presently on file with the clerk of the council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this resolution and not substantially adverse to this city 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 development agreement and approve the character of any changes and any amendments thereto as not inconsistent with this resolution and not substantially adverse to the

city, which approval shall be conclusively evidenced by the city manager's execution of that development agreement.

Section 2. Further Authorizations. This council hereby further authorizes and directs the city manager, the director of law, the director of finance, the community development director, the clerk of council, or any such other appropriate officers of the city to prepare and sign all agreements and instruments and to take any other actions (including by not limited to making application and preliminary arrangements for financing that is then subject to formal approval by this council) as may be appropriate to implement this resolution and the transactions referenced or contemplated in this resolution and the development agreement authorized and approved in this resolution.

Section 3. Compliance with the Law. This council finds and determines that all formal actions of this council concerning and relating to the adoption of this legislation were taken in an open meeting of this council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/13/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective:



RESOLUTION R-23-2025

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ADVERTISE, BID, AWARD, AND EXECUTE AGREEMENTS AND CONTRACTS RELATED TO THE GANTON PARKWAY PHASES 3 AND 4 AND BABBITT ROAD WIDENING ROADWAY IMPROVEMENT PROJECTS

WHEREAS, the city council desires to make infrastructure improvements to the New Albany International Business Park and Village Center to increase pedestrian, vehicular, and utility access; and

WHEREAS, the city has encouraged the development of real property within the city, and for that purpose desires to expand a development corridor connecting the New Albany International Business Park and Village Center, generally located east of US-62 and west of Beech Road, south of State Route 161 and north of Morse Road, and

WHEREAS, the scope of the roadway improvements for the overall project includes the continuation of Ganton Parkway West from its current termination point to Babbitt Road; constructing Ganton Parkway eastward to a point +/- 2,300 feet from the Theisen Drive and US-62 intersection, and adding a center turn lane on Babbitt Road for a 1,650 foot section south of Ganton Parkway, and

WHEREAS, the engineer's total cost estimate for the project is \$25 million which is broken down as follows: Ganton Parkway phase 3 costing \$13.4 million (portion within the New Albany International Business Park); Ganton Parkway phase 4 costing \$8.4 million (portion within the New Albany Village Center); and Babbitt Road widening costing \$3.2 million, and

WHEREAS, funding for this project was approved in the 2025 Capital Improvement budget and provided for in the Annual Appropriations Ordinance.

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

Section 1. The city manager is hereby authorized and directed to advertise, bid, award, and execute all agreements and contractual documents necessary to support the construction of the Ganton Parkway phases 3 and 4, and Babbitt Road widening projects and their appurtenances.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/10/2025

Introduced: 06/24/2025

Revised:

Adopted:

Effective: