



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

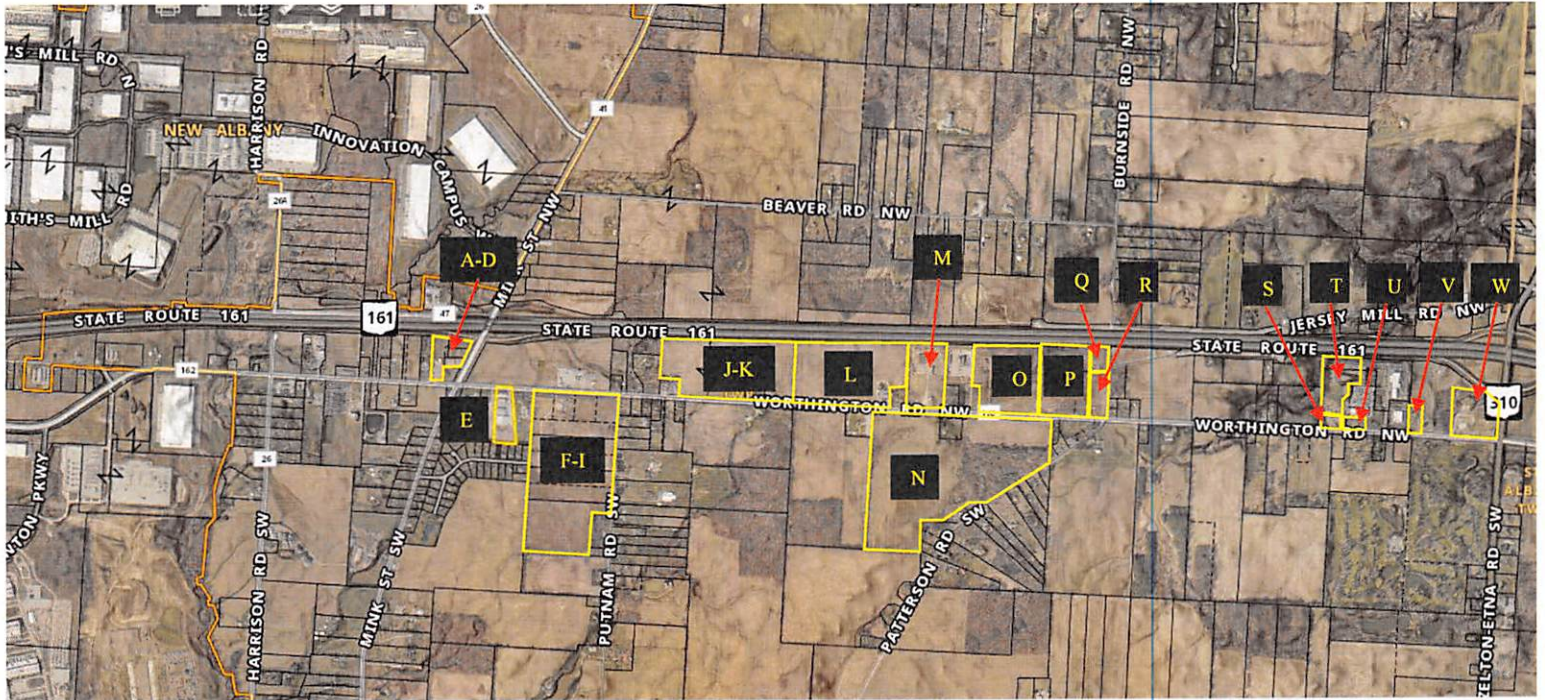
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio 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

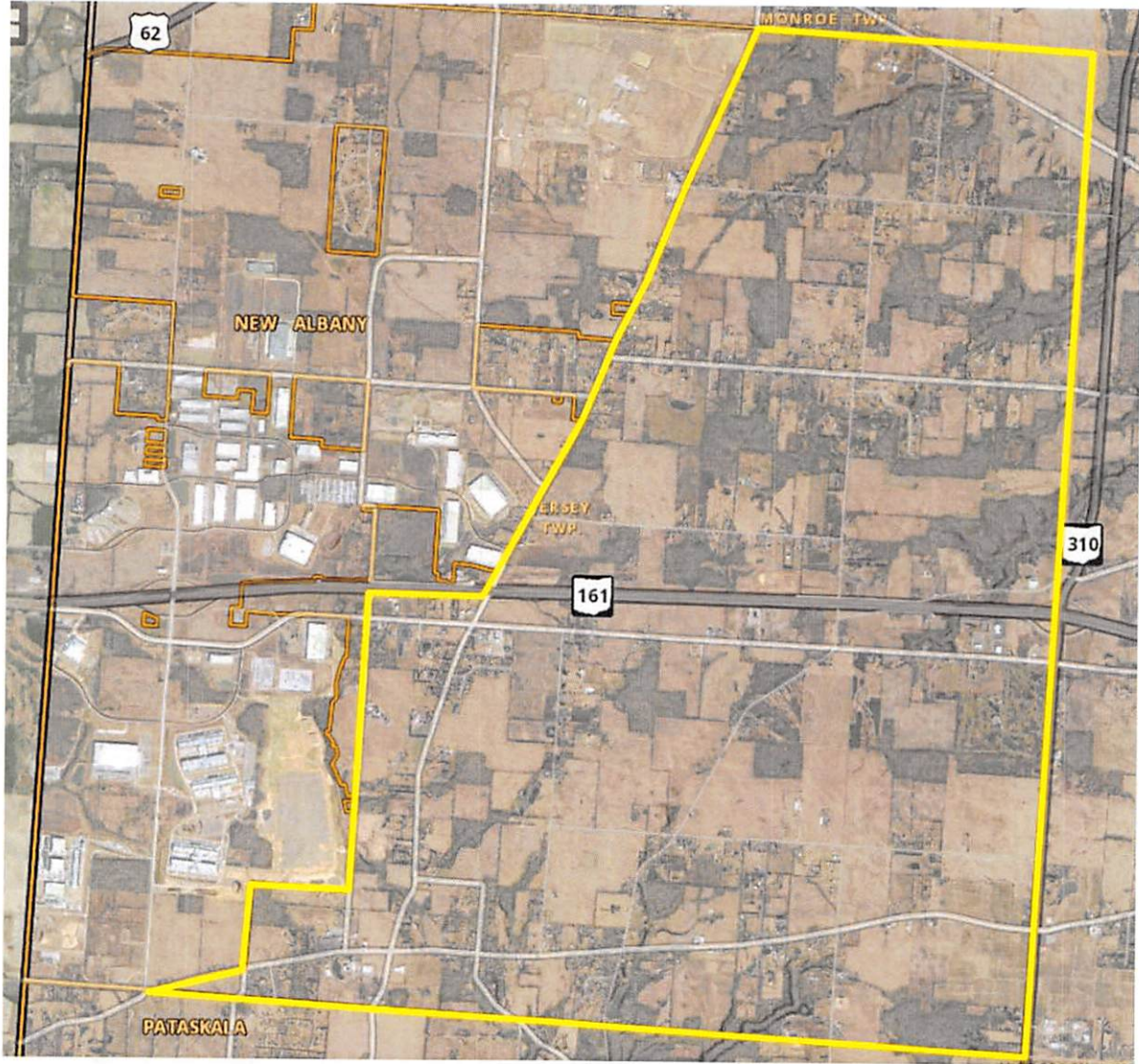
streetscape improvements in conjunction with and along the roadway improvements described above.

- 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.

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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

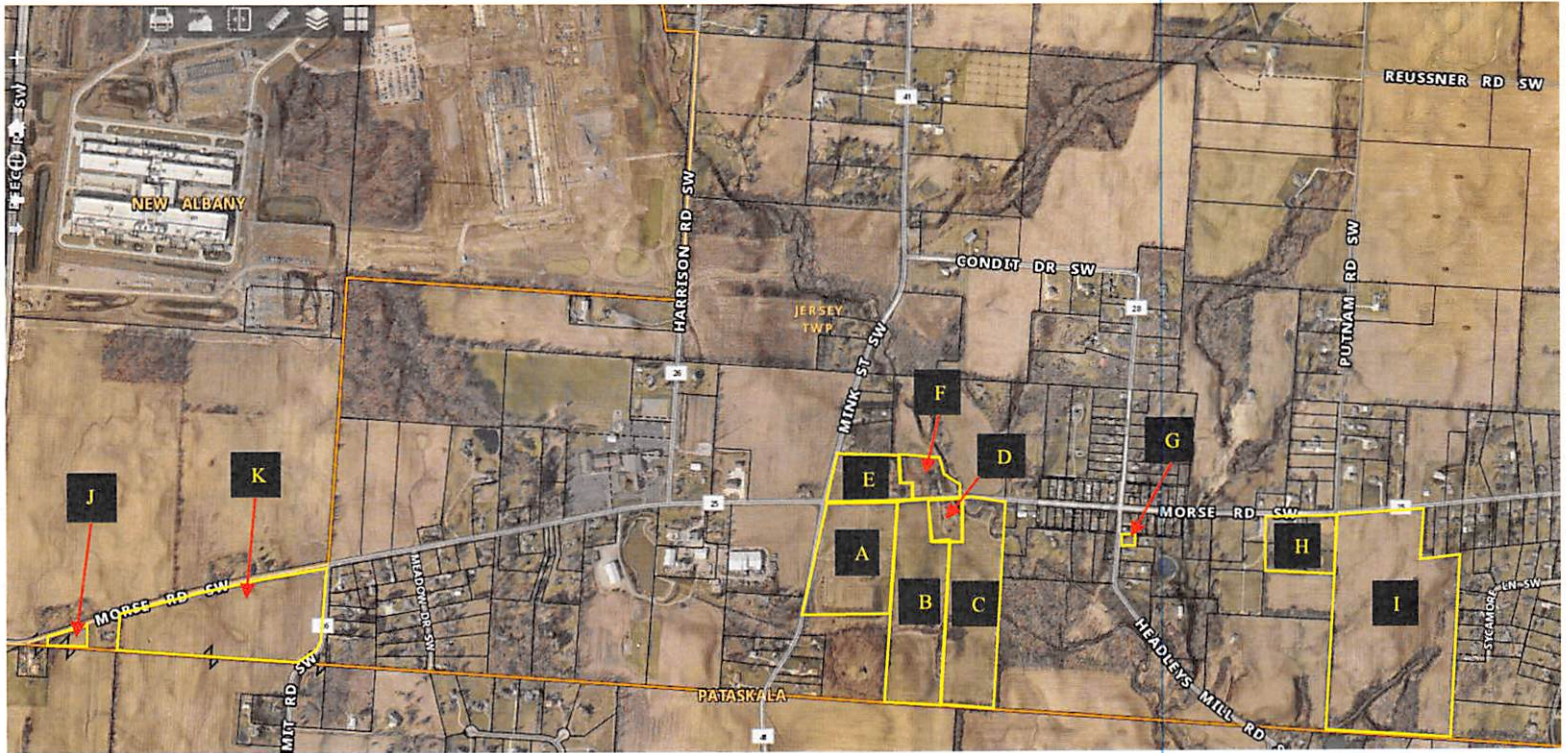
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio 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	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

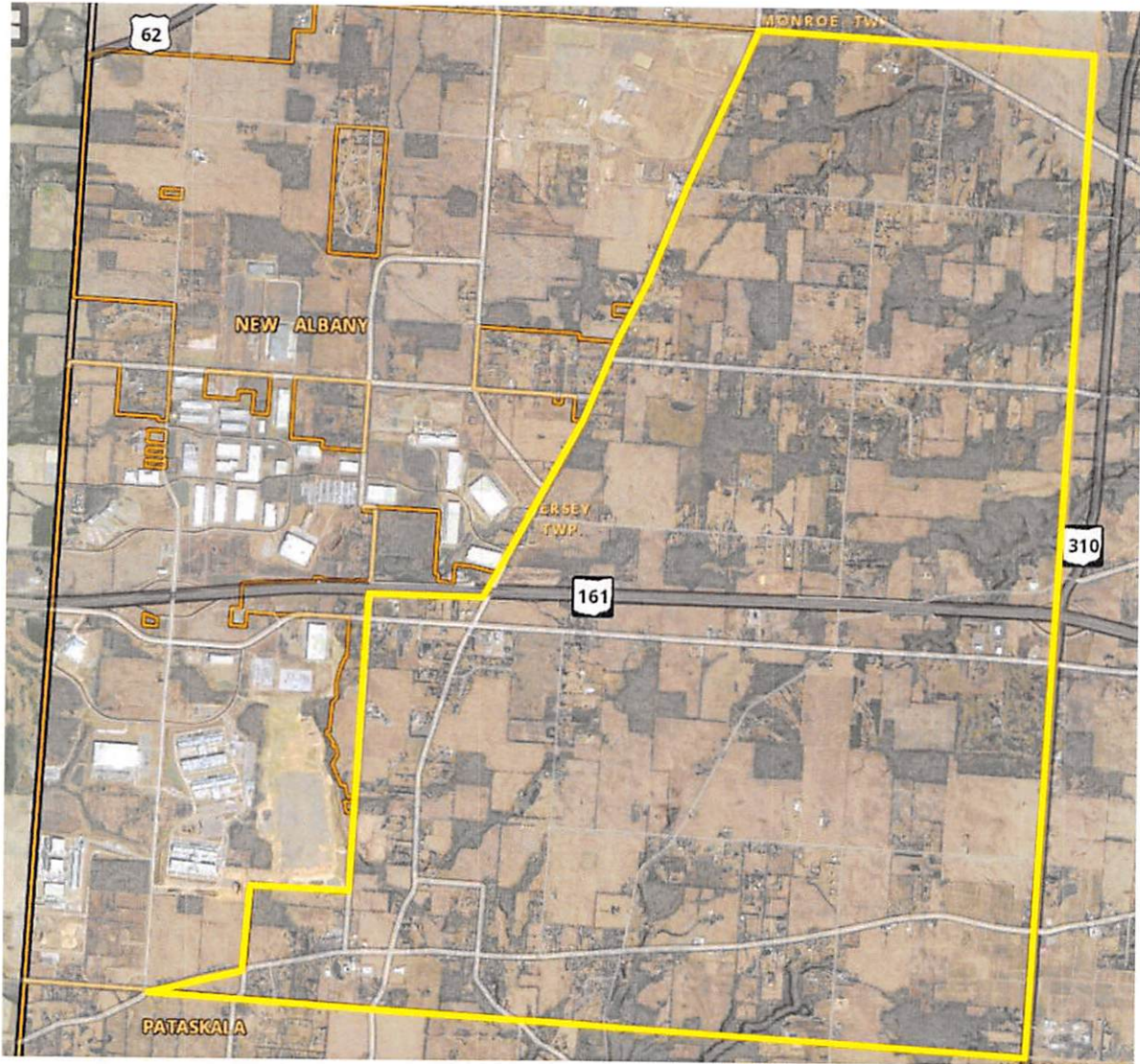
streetscape improvements in conjunction with and along the roadway improvements described above.

- 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

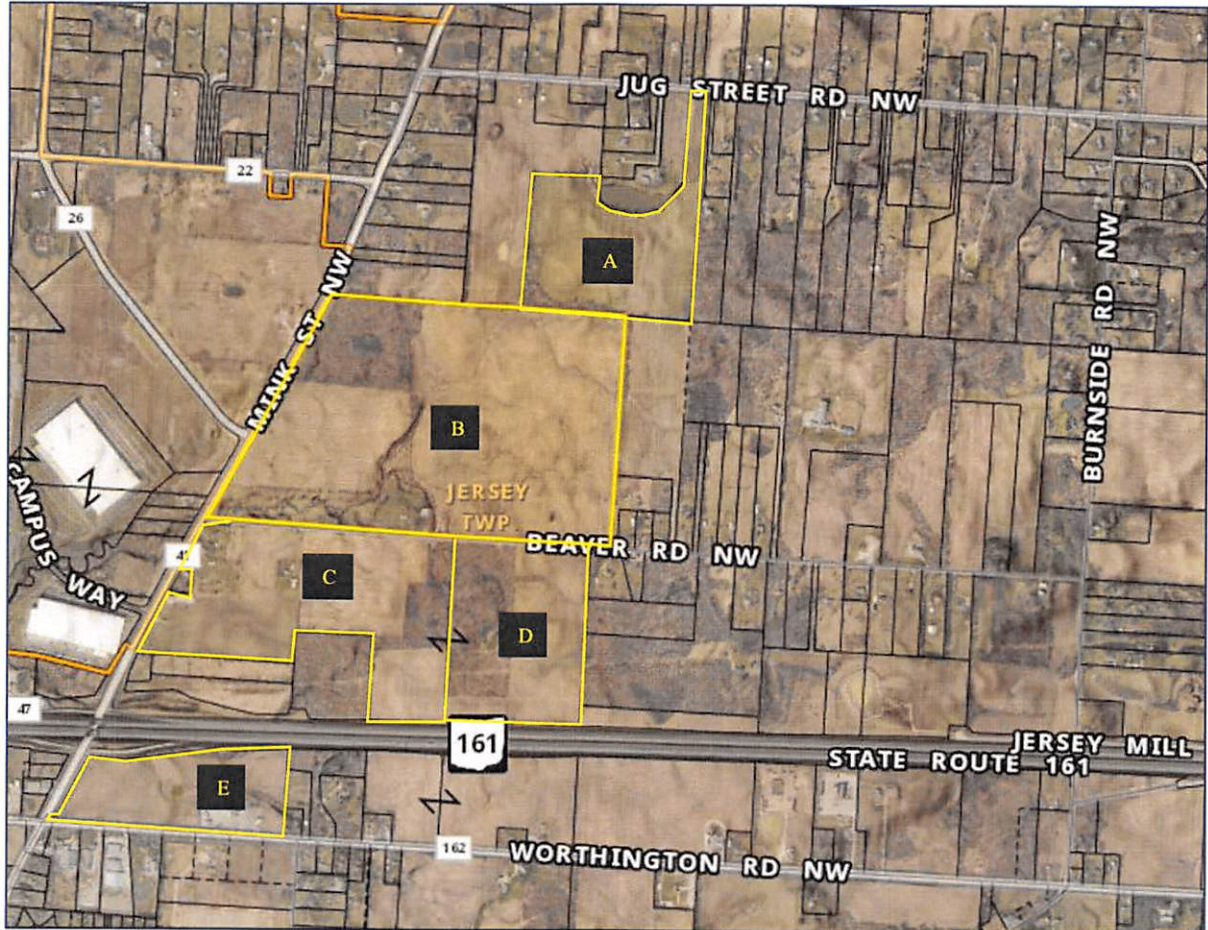
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio 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.

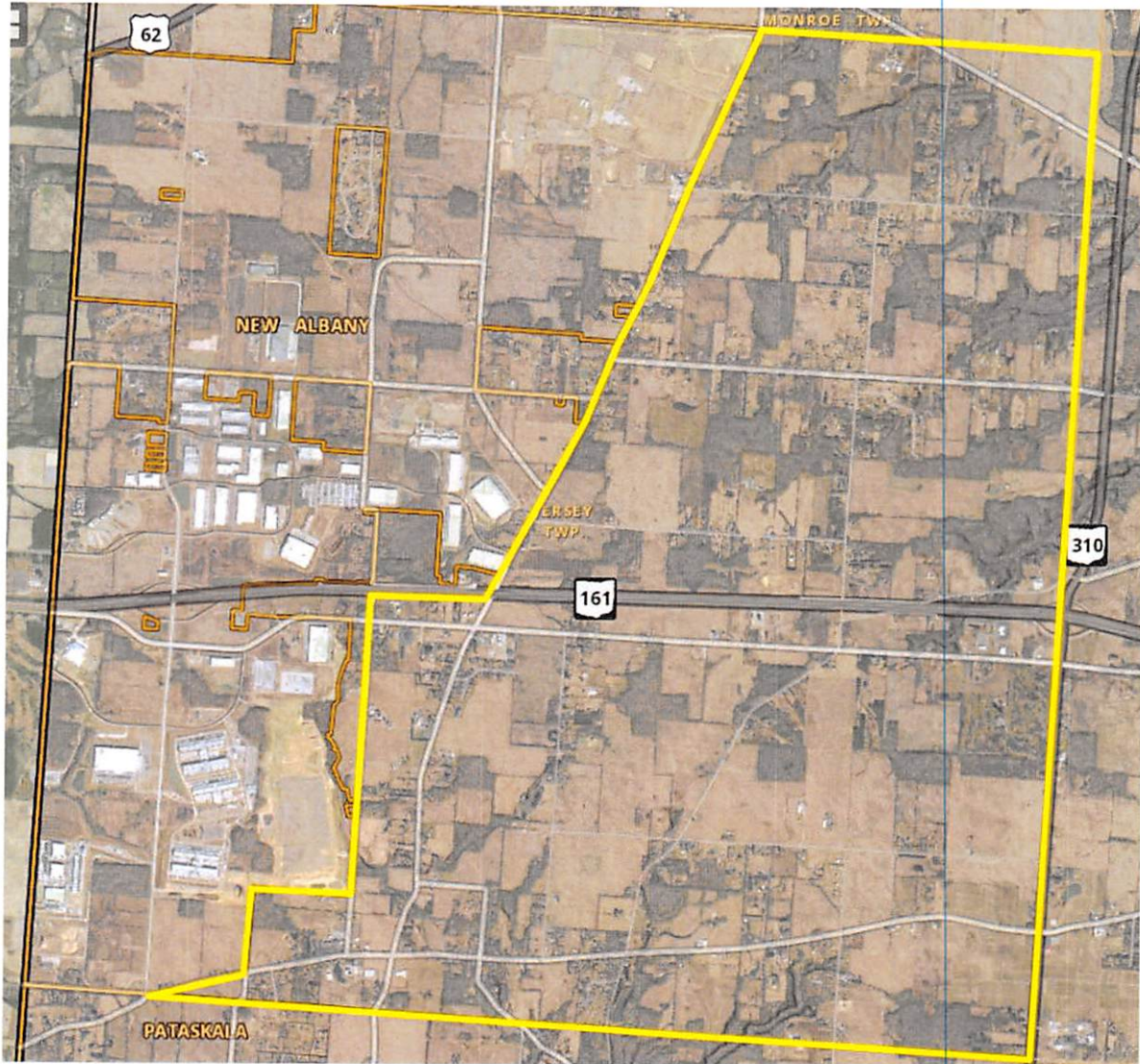
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the 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-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);

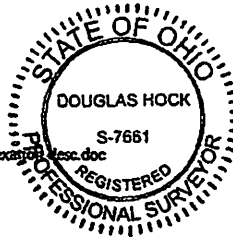
Thence N 59° 41' 35" E, with a northerly line of the remainder of said Original 100 acre tract and along the centerline of said Johnstown-Utica Road N.W. (U.S. 62), 853.80± feet to the True Point of Beginning, and containing 115.445± acres, more or less.

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.



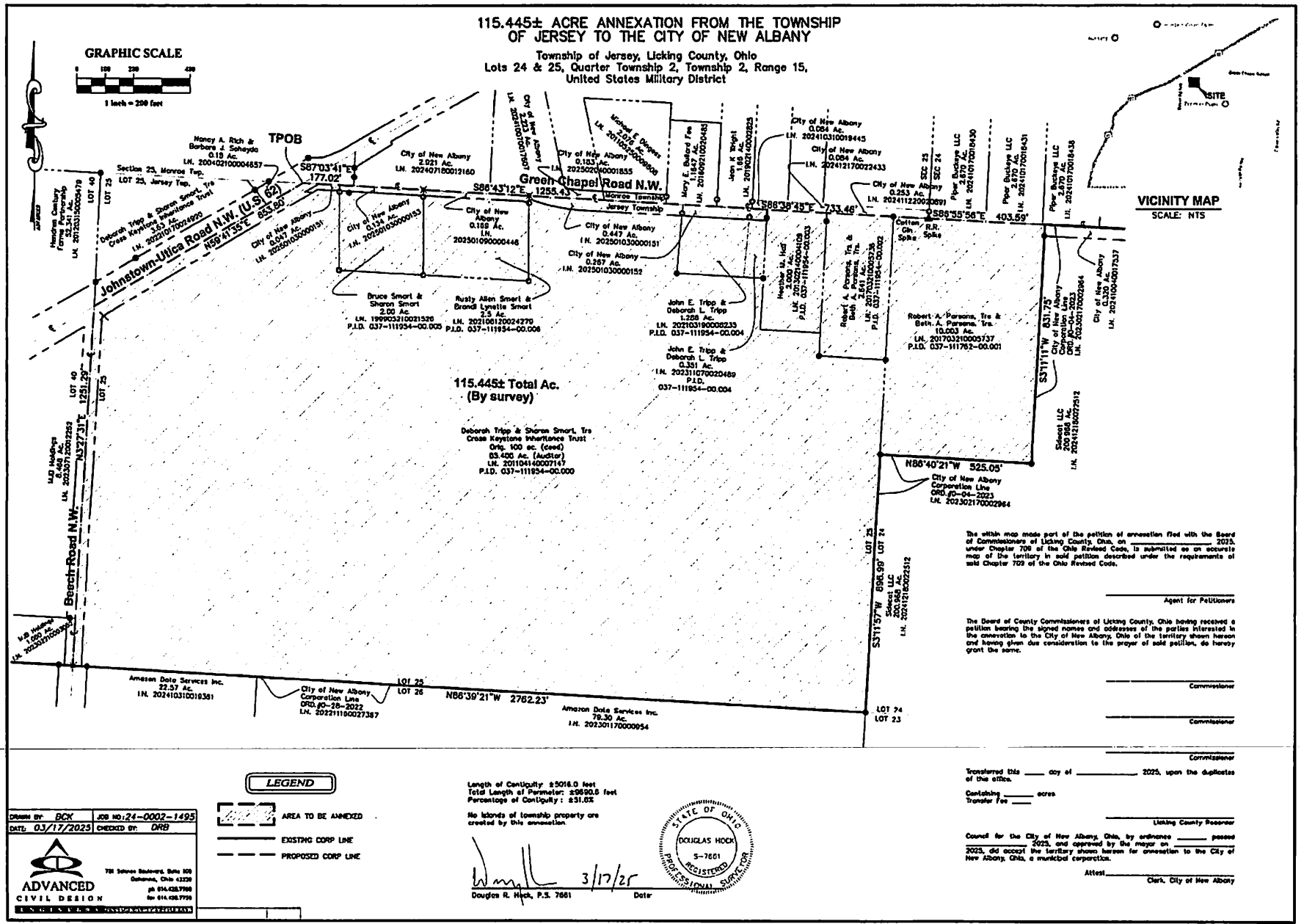
ADVANCED CIVIL DESIGN, INC.

[Signature] 3/17/25
Douglas R. Hock, P.S. 7661 Date:

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

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input 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 FARM 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

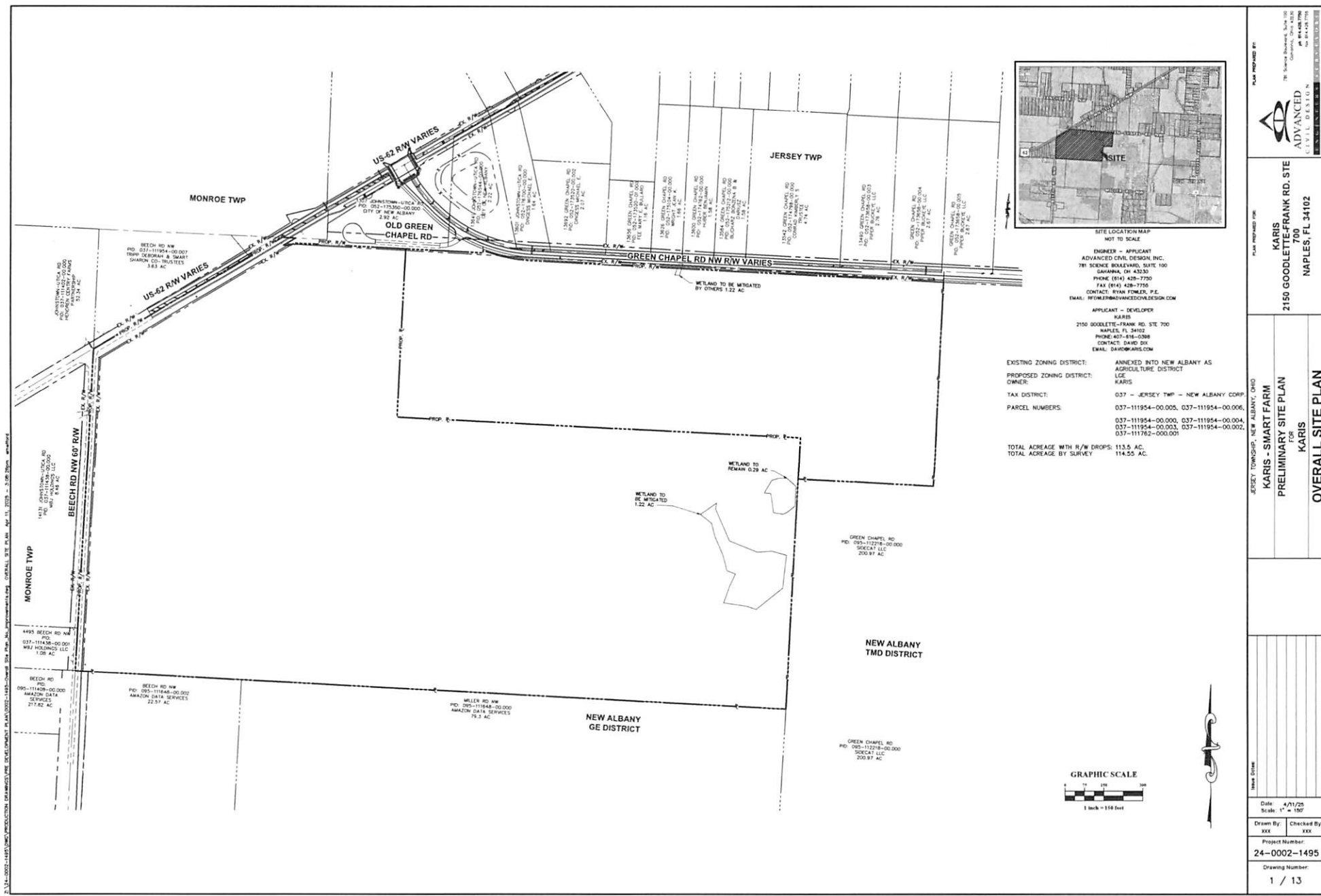
ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.

- 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.

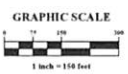
- E. No permanent-colored lights or neon lights shall be used on the exterior of any building.
 - F. All other lighting on the site shall be in accordance with City Code. Street lighting must meet the City standards and specifications.
 - G. Solar panels may be incorporated and installed as appropriate.
- 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.



SITE LOCATION MAP
NOT TO SCALE
ENGINEER - APPLICANT
ADVANCED CIVIL DESIGN, INC.
781 SCIENCE BOULEVARD, SUITE 100
SARASOTA, FL 34230
PHONE: (813) 428-7750
FAX: (813) 428-7750
CONTACT: RYAN FOWLER, P.E.
EMAIL: RFOWLER@ADVANCEDCIVILDESIGN.COM

APPLICANT - DEVELOPER
KARIS
2150 GOODLETTE-FRANK RD. STE 700
NAPLES, FL 34102
PHONE: 800-616-0388
CONTACT: DAVID DIX
EMAIL: DAVID@KARIS.COM

EXISTING ZONING DISTRICT: ANNEXED INTO NEW ALBANY AS AGRICULTURE DISTRICT
PROPOSED ZONING DISTRICT: LGE
OWNER: KARIS
TAX DISTRICT: 037 - JERSEY TWP - NEW ALBANY CORP.
PARCEL NUMBERS: 037-111954-00.005, 037-111954-00.006, 037-111954-00.000, 037-111954-00.004, 037-111954-00.003, 037-111954-00.002, 037-111762-000.001
TOTAL ACREAGE WITH R/W DROPS: 113.5 AC.
TOTAL ACREAGE BY SURVEY: 114.55 AC.



PLAN PREPARED BY:

ADVANCED CIVIL DESIGN

PLAN PREPARED FOR:
KARIS
2150 GOODLETTE-FRANK RD. STE 700
NAPLES, FL 34102

PROJECT TITLE:
KARIS - SMART FARM
PRELIMINARY SITE PLAN
FOR
KARIS
OVERALL SITE PLAN

DATE:
4/11/20
SCALE:
1" = 150'

DRAWN BY:
XXX
CHECKED BY:
XXX

PROJECT NUMBER:
24-0002-1495

DRAWING NUMBER:
1 / 13



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 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 1.066 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 1.066 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 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

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 1.066 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:	07/03/2025
Adopted:	
Effective:	



Evans, Mochwart, Hombler & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

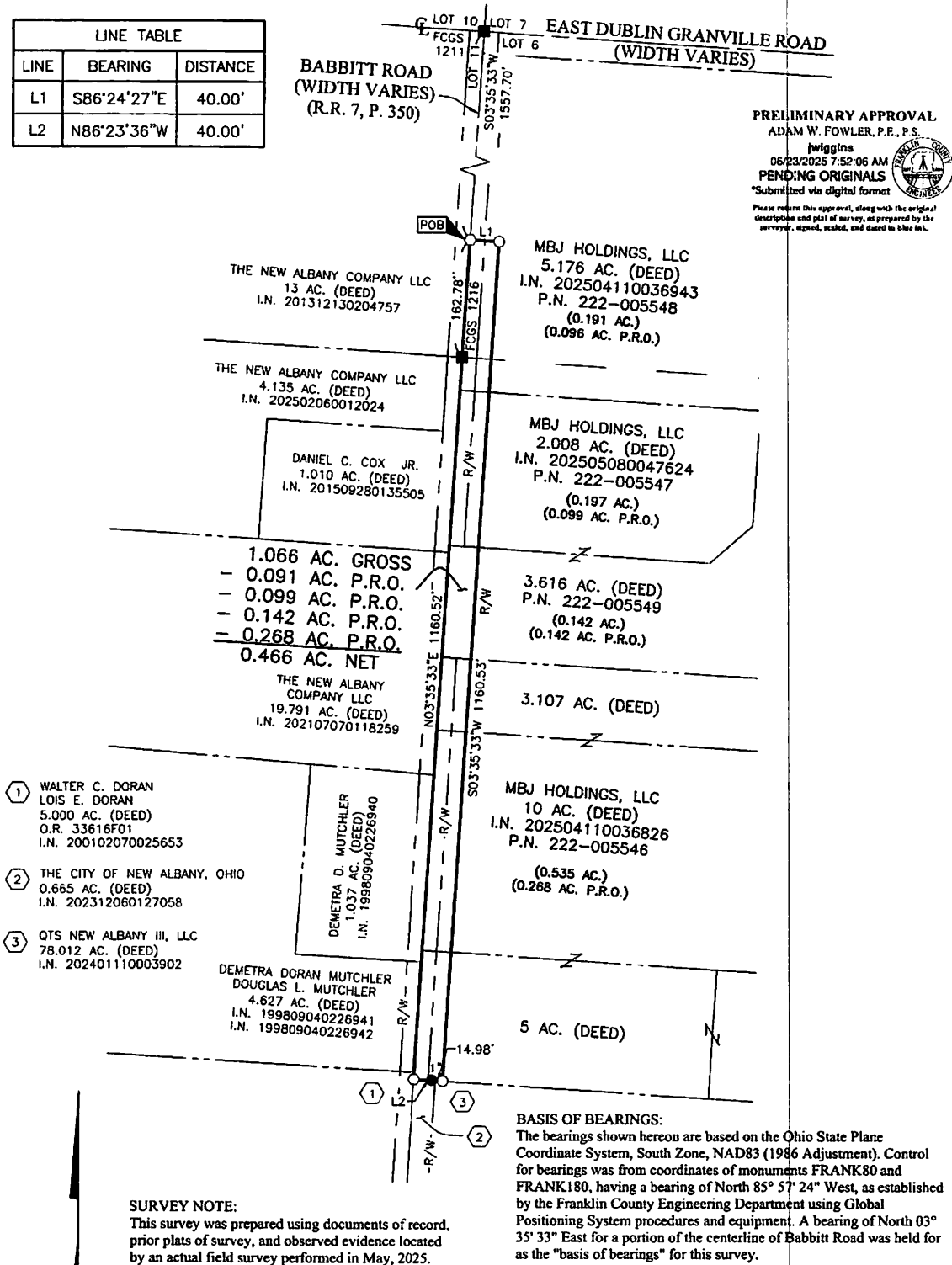
LOTS 5 AND 6, QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 20, 2025 Scale: 1" = 140' Job No: 2025-0180 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°24'27"E	40.00'
L2	N86°23'36"W	40.00'



By *Joshua M. Kleemeyer*
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com

6/20/25
Date

1.066 ACRES

Situated in the City of New Albany, County of Franklin, State of Ohio, lying in Lots 5 and 6, Quarter Township 4, Township 2, Range 16, United States Military District, being part of that 5.176 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 202504110036943, part of that 2.008 acre tract and part of that 3.616 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 202505080047624, being part of that 3.107 acre tract, part of that 10 acre tract and part of that 5 acre tract conveyed to MJB 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 1211 marking the centerline intersection of Babbitt Road (Road Record 7, Page 350, width varies) with East Dublin Granville Road (width varies), being the common corner of said Lots 6, 7, 10 and 11;

Thence South 03° 35' 33" West, with the centerline of said Babbitt Road, the line common to said Lots 6 and 11, a distance of 1557.70 feet to a magnetic nail set in the westerly line of said 5.176 acre tract, the easterly line of that 13 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 201312130204757 (said magnetic nail being North 03° 35' 33" East, a distance of 162.78 feet from Franklin County Geodetic Survey Monument Number 1216), the TRUE POINT OF BEGINNING;

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

Thence South 03° 35' 33" West, across said 5.176, 2.008, 3.616, 3.107, 10 acre and 5 acre tracts, a distance of 1160.53 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° 23' 36" 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 0.665 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 line common to said Lots 6 and 11, 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 easterly line of said 13 acre tract, the westerly line of said 5 acre, 10 acre, 3.107 acre, 3.616 acre, 2.008 acre and 5.176 acre tracts, a distance of 1160.52 feet to the TRUE POINT OF BEGINNING, containing 1.066 acres, more or less, of which 0.191 acre lies within Parcel Number 222-005548 (0.096 acre within the present right-of-way occupied), 0.197 acre lies within Parcel Number 222-005547 (0.099 acre within the present right-of-way occupied by said Babbitt Road), 0.142 acre lies within Parcel Number 222-005549 (0.142 acre within the present right-of-way occupied by said Babbitt Road) and 0.535 acre lies within Parcel Number 222-005546 (0.268 acre within the present right-of-way occupied of said Babbitt Road).

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

1.066 ACRES

-2-

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

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). 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.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Kleemeyer 6/20/25

Joshua M. Kleemeyer
Professional Surveyor Number 8790

JMK: mw
1_066 ac 20250180-VS-BNDY-04.docx

PRELIMINARY APPROVAL

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

jwiggins

06/23/2025 7:51:54 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. City Council hereby authorizes an appropriation of the unappropriated balance of the following funds:

Fund	Department	Category	Increase/ (Decrease)
101 - General	Community Development	Personal Services	\$ 36,250
101 - General	Community Development	Operating & Contractual Services	396,000
101 - General	Administrative Services	Personal Services	29,000
101 - General	Administrative Services	Operating & Contractual Services	3,423,000
101 - General	Public Service	Operating & Contractual Services	75,000
101 - General	Land & Building Maintenance	Operating & Contractual Services	85,000
101 - General	N/A	Transfers & Other Financing Uses	22,954,400
214 - OneOhio Opioid Settlement	Police	Operating & Contractual Services	10,000
221 - Economic Development - NAECA	N/A	Transfers & Other Financing Uses	(10,000,000)
222 - Economic Development - NACA	Community Development	Operating & Contractual Services	1,555,000
228 - Subdivision Development	Public Service	Operating & Contractual Services	500,000

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	\$ (9,310,350)

Section 2. City 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. City Council hereby authorizes the transfer of funds, not exceeding the amounts indicated, as follows:

From	To	Amount
101 - General	301 - Debt Service	\$ 10,600,000
101 - General	401 - Capital Improvement	6,600,000
101 - General	415 - Capital Equipment Replacement	1,754,400
417 - Oak Grove II Infrastructure	301 - Debt Service	4,000,000
	Total Transfers	\$ 22,954,400

Section 4. City 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: 07/05/2025
Adopted:
Effective:



ORDINANCE O-30-2025

AN ORDINANCE TO ADOPT A TAX BUDGET FOR THE CITY OF NEW ALBANY, OHIO FOR FISCAL YEAR ENDING DECEMBER 31, 2026 AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is required under Ohio Revised Code (ORC) 5705.30 to prepare and submit a tax budget for fiscal year 2026 to the County Budget Commission on or before July 15, 2025; 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 to meet the required ORC deadline of July 15, 2025; and

WHEREAS, a tentative budget for the City of New Albany for the fiscal year 2026 has been presented to council at a hearing held thereon as required by law.

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

Section 1. The tax budget for the City of New Albany, Ohio for the fiscal year 2026 is hereby adopted, a copy of which is attached as Schedule A and is incorporated into this ordinance as if fully rewritten herein.

Section 2. For the reasons stated herein, council hereby declares an emergency and waives the second reading and applicable 30-day referendum period.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect 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: 07/03/2025
Introduced: 07/15/2025
Revised:
Adopted:
Effective:

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

Schedule A - O-30-2025

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

To the Franklin County Auditor:

The following Budget year beginning January 1, 2026 has been adopted by Council and
is herewith submitted for consideration of the County Budget Commission.

Bethany Staats, CPA, Director of Finance
July 15, 2025

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

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND CATEGORY/TYPE (which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMINATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	Column 1	Column 2	Column 3	Column 4	Column 5
<u>GOVERNMENTAL FUNDS</u>					
General Fund	\$ 2,011,493				
<u>SPECIAL REVENUE FUNDS</u>					
No Special Revenue Funds	\$0				
<u>PROPRIETARY FUNDS</u>					
No Proprietary Funds	\$0				
<u>FIDUCIARY FUNDS</u>					
No Fiduciary Funds	\$0				
TOTAL ALL FUNDS	\$2,011,493				

SCHEDULE A

CITY OF NEW ALBANY, OHIO

EXHIBIT I

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

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2023 ACTUAL (2)	2024 ACTUAL (3)	CURRENT YEAR ESTIMATED 2025 (4)	NEXT YEAR ESTIMATED 2026 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 1,542,113	\$ 2,009,889	\$ 2,011,493	\$ 2,011,493
Tangible Personal Property Tax	-	-	-	-
Municipal Income Tax	32,774,242	42,155,271	42,965,773	43,180,602
Other Local Taxes	450,912	535,885	527,601	532,877
Total Local Taxes	\$ 34,767,267	\$ 44,701,044	\$ 45,504,867	\$ 45,724,972
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	\$ 136,064	\$ 132,192	\$ 127,949	\$ 125,390
Kilowatt Hour Tax	-	-	-	-
Estate Tax	-	-	-	-
Cigarette Tax	163	186	149	151
Liquor and Beer Permits	16,116	18,004	17,093	17,264
Property Tax Allocation	140,929	192,377	193,976	193,976
Other State Shared Taxes and Permits	-	-	-	-
Total State Shared Taxes and Permits	\$ 293,271	\$ 342,759	\$ 339,167	\$ 336,780
Grants or Other Aid:				
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	500	-	11,712	11,829
Other Grants or Aid	58,979	58,845	45,510	45,965
Total Grants or Other Aid	59,479	58,845	57,222	57,794
Total Intergovernmental Revenues	\$ 352,750	\$ 401,604	\$ 396,389	\$ 394,575
Service Charges, Permits & Misc Revenues				
Investment Earnings	\$ 2,222,194	\$ 3,483,637	\$ 2,725,083	\$ 2,477,100
Charges for Services	389,310	370,010	411,024	415,134
Fines, Licenses, and Permits	1,198,397	1,369,034	1,436,869	1,451,237
Miscellaneous	1,276,957	2,628,654	1,076,987	861,589
Total Svc Charges, Permits & Misc Revenues	\$ 5,086,857	\$ 7,851,334	\$ 5,649,962	\$ 5,205,062
Other Financing Sources:				
Proceeds from Sale of Assets	\$ 47,491	\$ 36,058	\$ 4,668	\$ 4,715
Transfers	-	-	-	-
Advances	4,304,429	346,442	610,500	1,469,041
Other Sources	-	-	-	-
Total Other Financing Sources	\$ 4,351,920	\$ 382,500	\$ 615,168	\$ 1,473,756
TOTAL REVENUE	\$ 44,558,795	\$ 53,336,483	\$ 52,166,387	\$ 52,798,364

CITY OF NEW ALBANY, OHIO

EXHIBIT I

FUND NAME: GENERAL FUND (101)

This Exhibit is to be used for General Fund Only.

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2023 ACTUAL (2)	2024 ACTUAL (3)	CURRENT YEAR ESTIMATED 2025 (4)	NEXT YEAR ESTIMATED 2026 (5)
EXPENDITURES				
<u>Police (1000)</u>				
Salary & Related	\$ 6,779,066	\$ 7,474,204	\$ 9,280,012	\$ 9,651,212
Operating & Contractual Services	313,890	294,399	389,061	404,623
Capital Outlay	-	-	-	-
Total Police	\$ 7,092,956	\$ 7,768,603	\$ 9,669,073	\$ 10,055,836
<u>Land & Building Maintenance (6000)</u>				
Salary & Related	\$ 28,688	\$ 836,527	\$ 1,033,718	\$ 1,075,066
Operating & Contractual Services	1,810,223	1,891,434	2,798,750	2,910,700
Capital Outlay	-	-	-	-
Total Parks & Lands	\$ 1,838,911	\$ 2,727,961	\$ 3,832,468	\$ 3,985,766
<u>Community Development (4000)</u>				
Salary & Related	\$ 2,596,880	\$ 2,885,700	\$ 3,608,741	\$ 3,753,091
Operating & Contractual Services	2,013,315	2,277,393	2,281,700	2,372,968
Capital Outlay	-	-	-	-
Total Community Development	\$ 4,610,195	\$ 5,163,093	\$ 5,890,441	\$ 6,126,059
<u>Public Service (5000)</u>				
Salary & Related	\$ 4,036,586	\$ 3,503,045	\$ 4,844,078	\$ 5,037,841
Operating & Contractual Services	1,675,495	1,890,226	2,939,500	3,057,080
Capital Outlay	-	-	-	-
Total Public Service	\$ 5,712,081	\$ 5,393,271	\$ 7,783,578	\$ 8,094,921
<u>General Government (7000)</u>				
Salary & Related	\$ 3,402,304	\$ 4,214,231	\$ 5,557,030	\$ 5,779,311
Operating & Contractual Services	4,013,830	4,960,854	5,140,470	5,346,089
Capital Outlay	-	-	-	-
Total General Government	\$ 7,416,134	\$ 9,175,084	\$ 10,697,500	\$ 11,125,400
<u>Debt Service from General Fund (8000)</u>				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Other Debt Service	-	-	-	-
Total Debt Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds (9000)</u>				
Transfers (to all funds; including Capital)	\$ 10,639,963	\$ 9,406,783	\$ 34,378,046	\$ 13,500,000
Advances	-	-	-	-
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	\$ 10,639,963	\$ 9,406,783	\$ 34,378,046	\$ 13,500,000
TOTAL EXPENDITURES	\$ 37,310,239	\$ 39,634,795	\$ 72,251,106	\$ 52,887,982
Revenues Over (Under) Expenditures	\$ 7,248,555	\$ 13,701,688	\$ (20,084,719)	\$ (89,618)
Beginning Fund Balance	\$ 26,257,043	\$ 33,505,598	\$ 47,207,286	\$ 27,122,567
Ending Cash Fund Balance	\$ 33,505,598	\$ 47,207,286	\$ 27,122,567	\$ 27,032,948
Est/Actual Encumbrances (at end of year)	\$ 2,188,594	\$ 2,714,787	\$ 2,769,083	\$ 2,824,464
Est/Actual Unencumbered (at end of year)	\$ 31,317,004	\$ 44,492,499	\$ 24,353,484	\$ 24,208,484

FUND NAME:

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

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

DESCRIPTION	2023 ACTUAL	2024 ACTUAL	CURRENT YEAR ESTIMATED 2025	NEXT YEAR ESTIMATED 2026
(1)	(2)	(3)	(4)	(5)
REVENUES				
<u>Local Taxes</u>				
General Property Tax - TIF/PILOT	\$ -	\$ -	\$ -	\$ -
Property Tax Allocation	-	-	-	-
Total Local Taxes	\$ -	\$ -	\$ -	\$ -
<u>Intergovernmental Revenues</u>				
State Shared Taxes and Permits	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ -	\$ -	\$ -	\$ -
<u>Miscellaneous</u>				
Investment Earnings	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
<u>General Government</u>				
Auditor and Treasurer Fees	\$ -	\$ -	\$ -	\$ -
Operating & Contractual Services	-	-	-	-
Total General Government	\$ -	\$ -	\$ -	\$ -
<u>Public Service</u>				
Operating & Contractual Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Total Public Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds</u>				
Transfers	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Est/Actual Encumbrances (at end of year)	\$ -	\$ -	\$ -	\$ -
Est/Actual Unencumbered (at end of year)	\$ -	\$ -	\$ -	\$ -

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2026 TAX BUDGET
PROJECTED FUND BALANCES

EXHIBIT III

FUND CATEGORY/TYPE	ESTIMATED UNENCUMBERED BAL 1/1/26	ESTIMATED 2026 REVENUE	TOTAL AVAIL FOR EXPENDITURE	EST 2026 EXPENSES /ENC	ESTIMATED UNENC BAL 12/31/2026
GOVERNMENTAL:					
GENERAL					
101 - General	27,122,567	52,798,364	79,920,931	55,712,446	24,208,484
906 - Unclaimed Funds	4,989	-	4,989	-	4,989
TOTAL GENERAL FUNDS	\$ 27,127,555	\$ 52,798,364	\$ 79,925,919	\$ 55,712,446	\$ 24,213,473
SPECIAL REVENUE:					
201 - Street Construction, Maint & Repair	353,750	731,300	1,085,050	659,650	425,400
202 - State Highway	356,629	71,070	427,699	40,000	387,699
203 - Permissive Tax	217,682	113,300	330,982	145,000	185,982
210 - Alcohol Education	19,129	1,030	20,159	1,030	19,129
211 - Drug Use Prevention	78,602	20,600	99,202	20,600	78,602
212 - Mandatory Drug Fines	500	515	1,015	-	1,015
213 - Law Enforcement & Ed	5,155	1,030	6,185	1,000	5,185
214 - OneOhio Opioid Settlement	45,200	15,450	60,650	2,000	58,650
216 - K9 Fund	12,664	20,705	33,369	20,705	12,664
217 - Safety Town	168,176	51,500	219,676	23,376	196,300
218 - DUI Grant	12,701	10,300	23,001	10,300	12,701
219 - Law Enforcement Assistance	9,820	2,060	11,880	1,200	10,680
221 - Economic Development NAECA	-	2,149,378	2,149,378	2,149,378	-
222 - Economic Development NACA	2,781,060	3,500,000	6,281,060	3,500,000	2,781,060
223 - Oak Grove EOZ	-	5,347,353	5,347,353	5,347,353	-
224 - Central College EOZ	-	2,565,271	2,565,271	2,565,271	-
225 - Oak Grove II EOZ	-	5,136,735	5,136,735	5,136,735	-
226 - Blacklick EOZ	-	5,303,047	5,303,047	5,303,047	-
228 - Subdivision Development	1,073,173	1,236,000	2,309,173	700,000	1,609,173
229 - Builders Escrow	1,013,363	721,000	1,734,363	600,000	1,134,363
230 - Wentworth Crossing TIF	929,775	403,760	1,333,535	322,740	1,010,795
231 - Hawksmoor TIF	293,005	181,280	474,285	214,111	260,174
232 - Enclave TIF	47,057	73,903	120,960	59,870	61,090
233 - Saunton TIF	155,487	169,950	325,437	194,160	131,277
234 - Richmond Square TIF	228,738	212,695	441,433	185,201	256,232
235 - Tidewater I TIF	223,233	414,060	637,293	511,150	126,143
236 - Ealy Crossing TIF	294,959	475,860	770,819	412,975	357,844
237 - Upper Clarenton TIF	1,390,832	621,090	2,011,922	593,140	1,418,782
238 - Balfour Green TIF	87,065	29,664	116,729	38,550	78,179
239 - Straits Farm TIF	-	432,600	432,600	166,000	266,600
240 - Oxford TIF	-	187,460	187,460	50,831	136,629
241 - Schleppi Residential TIF	-	412,000	412,000	412,000	-
250 - Blacklick TIF	755,362	3,316,600	4,071,962	2,577,568	1,494,394
251 - Blacklick II TIF	299,127	54,590	353,717	53,000	300,717
252 - Village Center TIF	350,810	1,447,665	1,798,475	1,186,450	612,025
253 - Research Tech District TIF	2,208,139	396,550	2,604,689	56,650	2,548,039
254 - Oak Grove II TIF	2,255,768	2,266,000	4,521,768	30,000	4,491,768
255 - Schleppi Commercial TIF	-	-	-	-	-
258 - Windsor TIF	2,574,619	4,063,350	6,637,969	1,700,456	4,937,513
259 - Village Center II TIF	-	515,000	515,000	515,000	-
271 - Local Coronavirus Relief	-	-	-	-	-
272 - Local Fiscal Recovery	1,297,460	-	1,297,460	1,297,460	-
280 - Hotel Excise Tax	-	206,000	206,000	206,000	-
281 - Healthy New Albany Facilities	6,799	1,287,500	1,294,299	1,028,050	266,249
282 - Hinson Amphitheater	138,814	91,800	230,614	62,500	168,114
290 - Alcohol Indigent	12,016	1,030	13,046	-	13,046
291 - Mayors Court Computer	21,251	4,120	25,371	1,000	24,371
292 - Court Special Projects	30,929	8,240	39,169	1,000	38,169
293 - Clerk's Court Computer	18,967	5,150	24,117	1,000	23,117
299 - Severance Liability Fund	1,513,249	200,000	1,713,249	200,000	1,513,249
TOTAL SPECIAL REVENUE FUNDS	\$ 21,281,065	\$ 44,475,561	\$ 65,756,626	\$ 38,303,507	\$ 27,453,119
DEBT SERVICE FUNDS:					
301 - Debt Service	929,377	9,905,590	10,834,967	9,902,590	932,377
TOTAL DEBT SERVICE	\$ 929,377	\$ 9,905,590	\$ 10,834,967	\$ 9,902,590	\$ 932,377
CAPITAL PROJECT FUNDS:					
401 - Capital Improvements	1,164,417	9,110,292	10,274,709	10,274,709	-
402 - Village Center Improvements	336,765	667,272	1,004,037	1,004,037	-
403 - Bond Improvements	174,876	-	174,876	174,876	-
404 - Park Improvements	1,608,970	2,973,910	4,582,880	4,582,880	-
405 - Water & Sanitary Improvements	9,096,692	1,390,500	10,487,192	10,487,192	-
410 - Infrastructure Replacement	12,793,176	1,015,000	13,808,176	13,808,176	-
411 - Leisure Trail Improvements	376,842	20,600	397,442	397,442	-
415 - Capital Equip Replacement	6,344,107	2,605,515	8,949,622	8,949,622	-
422 - Oak Grove II Infrastructure	1,068,449	3,819,302	4,887,751	4,887,751	-
422 - Economic Development Capital Improvement	10,393,409	6,624,227	17,017,636	17,017,636	-
TOTAL CAPITAL PROJECT FUNDS	\$ 43,357,703	\$ 28,226,618	\$ 71,584,321	\$ 71,584,321	\$ -
TOTAL (MEMORANDUM ONLY)	\$ 92,695,700	\$ 135,406,133	\$ 228,101,833	\$ 175,502,864	\$ 52,598,969

EXHIBIT IV

List the amounts required for the payment of each judgement expected to be paid during the year being budgeted.

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2026 TAX BUDGET
SCHEDULE OF OUTSTANDING DEBT

EXHIBIT V

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 mill Limit *	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding beginning of year 01/01/26	BUDGET YEAR		FY 2026
								Amount Required for Principal and Interest 1/1/26 to 12/31/26	Amt Receivable from Outside Sources to Meet Debt Payments	Amount Required for Principal and Interest 1/1/26 to 12/31/26
Payable from Debt Service:										
<u>INSIDE 10 MILL LIMIT:</u>										
2022 Refunding - 2012 Various Purpose Refunding Ltd Tax GO Bonds	NA	5/25/2022	12/1/2029	O-14-2022	Serial	2.68%	\$2,170,000	\$583,156	\$0	\$583,156
Capital Facilities Bonds, Series 2018	NA	7/11/2018	12/1/2037	O-08-2018	Serial	1.52% - 3.24%	\$11,705,000	\$1,315,000	\$0	\$1,315,000
Capital Facilities Refunding Bonds, Series 2016 (Federally Taxable)	NA	11/23/2016	12/1/2027	O-35-2016	Serial	2.39% - 2.50%	\$1,355,000	\$707,385	\$0	\$707,385
Capital Facilities Ltd. Tax GO Bonds, Series 2014	NA	12/1/2014	12/1/2030	O-13-2014	Serial	0.85% - 4.00%	\$3,620,000	\$568,900	\$0	\$568,900
TOTAL							\$18,850,000	\$3,174,441	\$0	\$3,174,441
<u>OUTSIDE 10 MILL LIMIT:</u>										
None	-	-	-	-	-	-	\$0	\$0	\$0	\$0
TOTAL							\$0	\$0	\$0	\$0

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

CITY OF NEW ALBANY, OHIO

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Franklin County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of New Albany for the BUDGET YEAR beginning January 1st, 2026.

FUND	Estimated Unenc Bal as of 1/1/2026	Real Estate Property Tax	Personal Property Tax	Local Government Funds	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
<u>GOVERNMENTAL FUNDS</u>	\$ 92,695,700	\$ 2,011,493	\$ -	\$ 125,390	\$ 193,976	\$ 133,075,274	\$ 228,101,833
General Fund	27,122,567	2,011,493	-	125,390	193,976	50,467,505	79,920,931
Unclaimed Funds	4,989	-	-	-	-	-	4,989
Special Revenue Funds	21,281,065	-	-	-	-	44,475,561	65,756,626
Debt Service Funds	929,377	-	-	-	-	9,905,590	10,834,967
Capital Project Funds	43,357,703	-	-	-	-	28,226,618	71,584,321
<u>PROPRIETARY FUNDS</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Funds	-	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-	-
<u>FIDUCIARY FUNDS</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust and Agency Funds	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 92,695,700	\$ 2,011,493	\$ -	\$ 125,390	\$ 193,976	\$ 133,075,274	\$ 228,101,833

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

DATE _____, 2025

Budget
Commission



ORDINANCE O-31-2025

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 1.08 +/- ACRES OF LAND GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK ROAD AND SOUTH OF BRANDON ROAD FOR AN AREA TO BE KNOWN AS THE "EAST NINE ZONING DISTRICT" FROM ITS CURRENT ZONING OF "C-PUD" COMPREHENSIVE-PLANNED UNIT DEVELOPMENT AND "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY THE NEW ALBANY COMPANY, LLC C/O AARON L. UNDERHILL, ESQ.

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

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

WHEREAS, pursuant to the application by the New Albany Company LLC c/o Aaron Underhill, Esq., the New Albany Planning Commission reviewed the proposed zoning amendment and recommended its approval on June 16, 2025 (ZC-48-2025).

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.** An approximately 1.08 +/- acre site within Franklin County, generally located north and west of Lambton Park Road and south of Brandon Road from its current zoning of Comprehensive Planned Unit Development (C-PUD) and Infill Planned Unit Development (I-PUD) to Infill Planned Unit Development (I-PUD).
- B.** The zoning district's text and boundary map are hereby attached and marked Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/26/2025

Introduced: 07/15/2025

Revised:

Adopted:

Effective:

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

June 5, 2025

I Introduction: The East Nine I-PUD consists of 30.1+/- acres within the New Albany Country Club Communities, being surrounded by the golf course on all four sides. The site has been developed with public infrastructure, including (but not limited to) an extension of Head of Pond Road into the property from Lambton Park Road on the southwest, an extension of Baughman Grant into the property from the north, other internal streets, and utilities and stormwater management infrastructure. While infrastructure has been constructed, no homes have been built within the subdivision.

This rezoning will continue to facilitate estate lots along with a pocket of upscale, clustered housing in the southeastern portion of the development to frame an open space that will be meticulously designed to create a notable feature for the neighborhood. In addition, this rezoning will allow for the construction of occupiable dwelling unit spaces over public streets in up to three locations to create unique architectural features that will set this community apart from others. Other enhancements will be made to the vehicular entrances into the development, and modifications and upgrades are planned to an existing pedestrian overlook over a centralized pond, along with the addition of a second overlook. Most existing asphalt paths have been or will be replaced with a brick sidewalk network internal to the site.

II. Subareas: The vast majority of the site is part of an existing platted subdivision known as The New Albany Country Club Section 30, and prior to the approval of this text is already zoned as the East Nine I-PUD. The East Nine I-PUD as revised herein will continue to include three subareas. Subarea 1 encompasses 25.87+/- acres covering the entire northern and central portions of the development, along with the central portions of the southernmost areas, and will contain estate lots. Subarea 2 totals 3.44+/- acres within the southeastern portion of the development that will accommodate clustered housing. Subarea 3 includes 0.79+/- acres located near the north and south entrances to the community at the intersection of Lambton Park Road and Head of Pond Road and the first residential lot at the Baughman Grant entrance.

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

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

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

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 28 units in Subarea 1.
2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.
3. Minimum Lot Width: There shall be a minimum lot width of 90 feet at the building line.
4. Minimum Lot Depth: There shall be no minimum lot depth.
5. Setbacks:
 - a. Front Yards: The minimum front yard setback on a lot shall be 20 feet from the edge of right-of-way.
 - b. Side Yards: The minimum side yard setback on a lot shall be 15 feet.
 - c. Rear Yards: The minimum rear yard setback on a lot shall be 25 feet.
 - d. Encroachments: Stoops, steps, and covered porches shall be permitted to encroach up to 5 feet into the minimum front yard setback.

C. Perimeter Landscaping: Along each perimeter boundary of Subarea 1 which is shared with property that is located outside of this zoning district, enhanced landscaping shall be provided in order to delineate this subdivision from the golf course. Such landscaping shall be provided within a 20-foot wide landscaping easement measured from each such perimeter boundary line. Details for this landscaping are illustrated in the exhibits being provided with the preliminary development plan application which are labeled as "Perimeter Landscape 1 and 2".

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

A. Permitted Uses: Permitted uses include single-family detached and/or attached homes, related accessory uses including (but not limited to) accessory dwelling units (ADUs) as described in subsection V(C) of this zoning text, and publicly or privately-owned parks and open spaces.

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 9 primary single family home units in Subarea 2.

2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.

3. Minimum Lot Depth: There shall be no minimum lot depth.

4. Setbacks: There shall be no minimum setbacks from any lot lines for parcels within this subarea for primary or accessory structures (detached or attached). Structures above ground shall be permitted to encroach into the right-of-way and across the lot lines for Lots 108 and 116 (as identified in accompanying preliminary and/or final development plan).

C. Accessory Structures: In this subarea, in addition to other permitted uses for accessory structures as permitted by the Codified Ordinances, accessory structures shall be permitted to be used as accessory dwelling units (ADUs), which are defined as “independent residential dwelling units located on the same lot as a primary single-family home for lots 108 and 116. Accessory structures, on any lot within this subarea, may be located anywhere on a lot, including (without limitation) in the front yard.” An example of an accessory structure which is located in a front yard is illustrated in the exhibit accompanying the preliminary development plan application which is labeled “Close House Exhibits 1-3”. Accessory structures shall be exempt from the requirements of Codified Ordinances Section 1165.04.

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

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

B. Density, Lot and Setback Commitments:

1. Number of Units: There shall be a maximum of 3 units in Subarea 3.

2. Street Frontage: All lots shall have frontage on and shall have vehicular access to and from a public street.

3. Minimum Lot Depth: There shall be no minimum lot depth.

4. Setbacks: There shall be no minimum setbacks from any lot lines for parcels within this subarea for primary or accessory structures (detached or attached). Structures above ground shall be permitted to encroach into the right-of-way and extend across the lot lines, for lots 135, 139, and 140.

(C) Accessory Structures: In this subarea, in addition to other permitted uses for accessory structures as permitted by the Codified Ordinances, accessory structures shall be permitted to be used as accessory dwelling units (ADUs), which are defined as “independent residential dwelling units located on the same lot as a primary single-family home. Accessory structures, on any lot within this subarea, may be located anywhere on a lot, including (without limitation) in the front yard.” An example of an accessory structure which is located in a front yard is illustrated in the exhibit accompanying the preliminary development plan application which is labeled “North Entry House Exhibits 1 and 2”. Accessory structures shall be exempt from the requirements of Codified Ordinances Section 1165.04.

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

A. Architectural Standards: All homes shall be designed in accordance with the City’s Design Guidelines and Requirements (DGRs) unless otherwise specified herein. Maximum building heights shall be 35 feet. Homes located on lots 102, 103, 139, and 140 shall not be required to have front doors that face the public road.

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

C. Rights-of-Way; Streets: Rights-of-way within this zoning district were previously dedicated to the City of New Albany as provided in that certain plat for The New Albany Country Club Section 30, which is of record with the Office of the Recorder of Franklin County, Ohio in Plat Book 132, Pages 86-89. The subdivision will be re-platted following this rezoning and approval of final development plans in order to reflect the approved standards and requirements of this application. Right-of-way and existing pavement widths shall remain as they exist within this I-PUD as provided in the existing plat and shall be reflected in the re-plat, except that the location of a limited portion of Head of Pond Road shall be modified along the eastern portion of Subarea 2 that has frontage on that street. The modified location of this portion of the street is illustrated in an accompanying exhibit but shall have a final location and specifications as approved in a final re-plat. The re-plat for this subdivision shall provide for a dedication of right-of-way to the City as necessary to accommodate the modified right-of-way location, as well as a dedication of any necessary associated easements. The City shall vacate any right-of-way and easements which are no longer needed to accommodate the street, utilities, or other public improvements once the re-plat is recorded, either as part of that re-plat or by other appropriate City action.

Within Subarea 2, a new public street will be provided in a “loop” configuration. The minimum right-of-way for this street shall be determined as part of the review and approval of a final development plan based on the final design of improvements within this subarea. Pavement for this street shall be a minimum of 20 feet in width unless otherwise approved as part of a final

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

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

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

K. Graphics and Signage Commitments: This zoning district shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entrances into the zoning district from Lambton Park Road and Baughman Grant shall be permitted with designs that are subject to staff review and approval.

XIII. Miscellaneous Standards:

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

B. Variances and Appeals:

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

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

C. Combined Approvals: Given the nature of the proposed development and the level of detail being provided as part of the preliminary development plan, the preliminary development

plan that has been submitted for this I-PUD also serves as the final development plan for the project.



SITE STATISTICS:

TOTAL ACRESAGE:	130.1 ACRES
RIGHT-OF-WAY:	28.1 ACRES
NET RESIDENTIAL ACRESAGE:	236.0 ACRES
NUMBER OF LOTS:	40
GROSS DENSITY:	21.33 DU/AC
NET DENSITY:	21.34 DU/AC
PAVING AND CEMENTATION REQUIRED: (2,400 S.F. PER UNIT)	122.2 ACRES
SUBURBICHOIR OPEN SPACE REQUIRED: (20% OF GROSS SITE AREA + 30.1 ACRES)	54.6 ACRES
TOTAL OPEN SPACE REQUIRED:	58.2 ACRES
OPEN SPACE:	
RESERVE A:	10.05 ACRES
RESERVE B:	24.8 ACRES
RESERVE C:	10.07 ACRES
RESERVE D:	10.09 ACRES
RESERVE E:	10.24 ACRES
RESERVE F:	10.33 ACRES
RESERVE G:	10.25 ACRES
RESERVE H:	10.43 ACRES
RESERVE I:	10.93 ACRES
RESERVE J:	17.2 ACRES
RESERVE K:	17.2 ACRES
TOTAL OPEN SPACE PROVIDED:	17.2 ACRES
ZONING:	IPUD

DEVELOPMENT STANDARDS:

SUBAREA 1: SIDEWALKS	
FRONT YARD / BUILDING LINE:	20 FEET
SIDE YARD:	15 FEET (TOTAL OF 30 FEET)
REAR YARD:	25 FEET
SUBAREA 2: SIDEWALKS	
FRONT YARD / BUILDING LINE:	0 FEET
SIDE YARD:	0 FEET
REAR YARD:	0 FEET
SUBAREA 3: SIDEWALKS	
FRONT YARD / BUILDING LINE:	0 FEET
SIDE YARD:	0 FEET
REAR YARD:	0 FEET

NOTE:

NOTE: A. ON-STREET PARKING IS PROHIBITED FOR ALL STREETS THAT ARE 22 FEET WIDE FACE TO FACE OR LESS.

RESERVED RIGHTS ARE HEREBY RESERVED BY THE NEW ALBANY COUNTRY CLUB SECTION 30 HOMEOWNERS ASSOCIATION. ALL OTHER RESERVES TO BE OWNED BY THE CITY OF NEW ALBANY AND MAINTAINED BY THE NEW ALBANY COUNTRY CLUB SECTION 30 HOMEOWNERS ASSOCIATION.

PARK TO BE DEDED TO THE CITY OF NEW ALBANY WITH A LOT SPLIT AND MAINTAINED BY THE NEW ALBANY COUNTRY CLUB SECTION 30 HOMEOWNERS ASSOCIATION.

HATCH LEGEND:



Exhibit A - O-31-2025

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

PLAN SET DATE
June 6, 2025

DATE: 6/6/2025
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

THE NEW ALBANY COMPANY

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO
FINAL DEVELOPMENT PLAN
NEW ALBANY COUNTRY CLUB SECTION 30
BLENHEIM
SITE PLAN

EMH
Engineering & Mapping, Inc.
10000 North Main Street, Suite 100
Columbus, Ohio 43240
Phone: 614.777.1000
www.emhinc.com

DATE: June 6, 2025

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

3/25



ORDINANCE O-32-2025

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 40 SINGLE-FAMILY LOTS ON 30.1 +/- ACRES AND ACCEPT RESERVES "F", "G", "H", "I", "J", AND "K" FOR SECTION 30 OF THE "NEW ALBANY COUNTRY CLUB" SUBDIVISION GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK ROAD AND SOUTH OF BRANDON ROAD, AS REQUESTED BY THE NEW ALBANY COMPANY, LLC C/O AARON L. UNDERHILL, ESQ.

WHEREAS, an application to approve the New Albany Country Club subdivision Section 30 final plat has been submitted; and

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

WHEREAS, the New Albany Planning Commission, after review during a public meeting on June 16, 2025, recommended approval of this final plat (FPL-40-2025); and

WHEREAS, the final plat includes 30.1 +/- acres of land to be resubdivided into 40 residential lots in addition to the public streets; and

WHEREAS, the final plat includes approximately 1.39 +/- acres of public parkland and open space; and

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

WHEREAS, the city engineer certifies that the New Albany Country Club Section 30 final plat meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements, and will meet all other requirements of the city.

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

Section 1. The final plat is attached to this ordinance as Exhibit A and made a part herein approved.

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

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

Section 4. Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall take effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/30/2025

Introduced: 07/15/2025

Revised:

Adopted:

Effective:

RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Quarter Township 3, Township 2, Range 16, United States Military Lands, containing 21.535 acres of land, more or less, said 21.535 acres being comprised of a resubdivision of Lots 1 to 34, both inclusive, and Reserves "A", "B" and "C" of the subdivision entitled "New Albany Country Club Section 30", of record in Plat Book 132, Page 86, said Lots and Reserves being conveyed to THE NEW ALBANY COMPANY LLC by deed of record instrument Number 201009020114195, and part of that tract of land conveyed to THE NEW ALBANY COMPANY LLC by deed of record instrument Number 201009020114195, Recorder's Office, Franklin County, Ohio.

The undersigned, THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, by BRENT B. BRADBURY, Chief Financial Officer, owner of the lands plotted herein, duly authorized in the premises, does hereby certify that this plat correctly represents to "RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30", a subdivision containing Lots numbered 101 to 141, both inclusive, and areas designated as Reserve "F", Reserve "U", Reserve "I", Reserve "J" and Reserve "K", does hereby accept this plat of same and dedicates to public use, as such, all of Head of Pond Road shown herein and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement" or "Sidewalk Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities shown, herein, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. No building shall be constructed in any area over which easements are hereby reserved. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, ditches or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the City of New Albany Engineer. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing/maintaining and maintaining a sidewalk for use by the general public. Easement areas shown herein outside of the plotted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes as expressed herein.

In Witness Whereof, BRENT B. BRADBURY, Chief Financial Officer of THE NEW ALBANY COMPANY LLC, has hereunto set his hand this _____ day of _____, 20____.

Signed and Acknowledged THE NEW ALBANY COMPANY LLC
In the presence of:

By BRENT B. BRADBURY,
Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared BRENT B. BRADBURY, Chief Financial Officer of THE NEW ALBANY COMPANY LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said THE NEW ALBANY COMPANY LLC for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this day of _____, 20____.

My commission expires _____
Notary Public, State of Ohio

Approved this _____ Day of _____
20____

Mayor, New Albany, Ohio

Approved this _____ Day of _____
20____

City Engineer, New Albany, Ohio

Approved this _____ Day of _____
20____

Council Representative to Planning
Commission, New Albany, Ohio

Approved this _____ Day of _____
20____

Chairperson, Planning Commission,
New Albany, Ohio

Approved this _____ Day of _____
20____

Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____ passed _____, 20____, wherein all of Head of Pond Road shown dedicated herein is accepted, as such, by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to _____, 20____. The City of New Albany, Ohio by its approval and acceptance of this plat does hereby vacate the portions of Daughenut Street and Head of Pond Road shown herein by Cross Hatching.

Transferred this _____ day of _____,
20____

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this _____ day of _____,
20____ at _____ M. Fee \$ _____

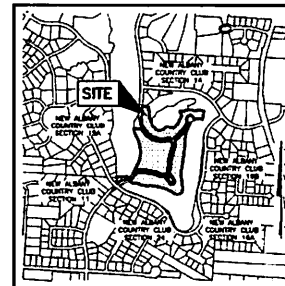
Recorder, Franklin County, Ohio

File No. _____

Recorded this _____ day of _____,
20____

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Page _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 30", of record in Plat Book 132, Page 86, Recorder's Office, Franklin County, Ohio. On said plat of record, a portion of the centerline of Tenth Drive is shown as having a bearing of South 12°54'44" East.

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

IRON PINS: Iron pins, where indicated herein, unless otherwise noted, are to be set and are iron pins, three-eighths inch inside diameter, thirty inches long with a plastic plug placed in the top and bearing the initials EMHIT INC.

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

SURVEYED & PLATTED
BY



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

- = Iron Pin (See Survey Data)
- = MAG NAIL to be set
- ⊙ = Permanent Marker (See Survey Data)

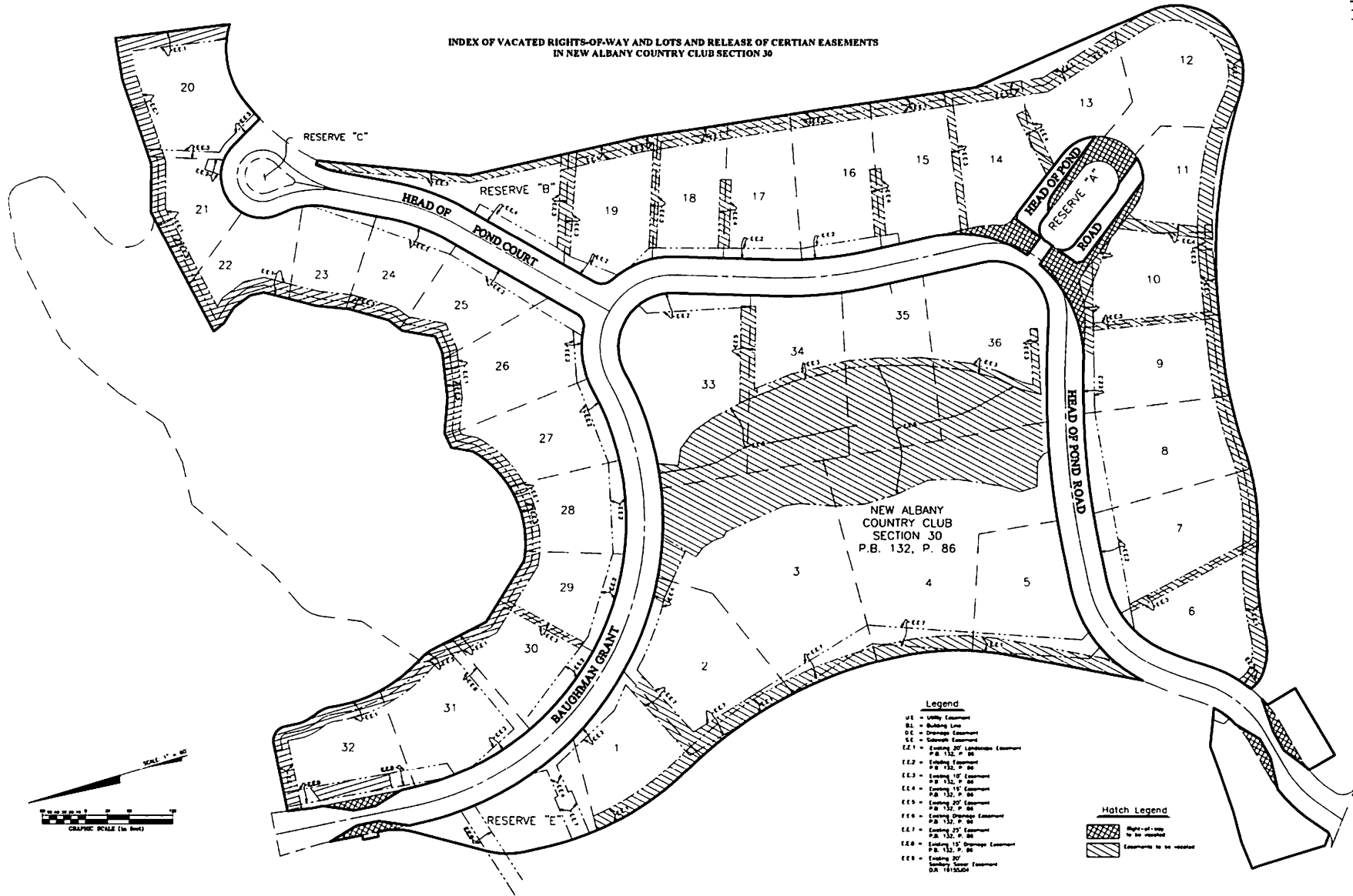
By _____
Professional Surveyor No. 7865 Date _____

RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

INDEX OF VACATED RIGHTS-OF-WAY AND LOTS AND RELEASE OF CERTAIN EASEMENTS
IN NEW ALBANY COUNTRY CLUB SECTION 30

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

2
5



- Legend
- UL = Utility Easement
 - BL = Building Line
 - DE = Drainage Easement
 - SE = Easement
 - EE1 = Existing 20' Easement
 - EE2 = Existing 10' Easement
 - EE3 = Existing 15' Easement
 - EE4 = Existing 20' Easement
 - EE5 = Existing 25' Easement
 - EE6 = Existing 30' Easement
 - EE7 = Existing 35' Easement
 - EE8 = Existing 40' Easement
 - EE9 = Existing 45' Easement
 - EE10 = Existing 50' Easement
 - EE11 = Existing 55' Easement
 - EE12 = Existing 60' Easement
 - EE13 = Existing 65' Easement
 - EE14 = Existing 70' Easement
 - EE15 = Existing 75' Easement
 - EE16 = Existing 80' Easement
 - EE17 = Existing 85' Easement
 - EE18 = Existing 90' Easement
 - EE19 = Existing 95' Easement
 - EE20 = Existing 100' Easement
 - EE21 = Existing 105' Easement
 - EE22 = Existing 110' Easement
 - EE23 = Existing 115' Easement
 - EE24 = Existing 120' Easement
 - EE25 = Existing 125' Easement
 - EE26 = Existing 130' Easement
 - EE27 = Existing 135' Easement
 - EE28 = Existing 140' Easement
 - EE29 = Existing 145' Easement
 - EE30 = Existing 150' Easement
 - EE31 = Existing 155' Easement
 - EE32 = Existing 160' Easement
 - EE33 = Existing 165' Easement
 - EE34 = Existing 170' Easement
 - EE35 = Existing 175' Easement
 - EE36 = Existing 180' Easement
 - EE37 = Existing 185' Easement
 - EE38 = Existing 190' Easement
 - EE39 = Existing 195' Easement
 - EE40 = Existing 200' Easement
 - EE41 = Existing 205' Easement
 - EE42 = Existing 210' Easement
 - EE43 = Existing 215' Easement
 - EE44 = Existing 220' Easement
 - EE45 = Existing 225' Easement
 - EE46 = Existing 230' Easement
 - EE47 = Existing 235' Easement
 - EE48 = Existing 240' Easement
 - EE49 = Existing 245' Easement
 - EE50 = Existing 250' Easement
 - EE51 = Existing 255' Easement
 - EE52 = Existing 260' Easement
 - EE53 = Existing 265' Easement
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 - EE55 = Existing 275' Easement
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 - EE61 = Existing 305' Easement
 - EE62 = Existing 310' Easement
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 - EE70 = Existing 350' Easement
 - EE71 = Existing 355' Easement
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 - EE74 = Existing 370' Easement
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 - EE78 = Existing 390' Easement
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 - EE80 = Existing 400' Easement
 - EE81 = Existing 405' Easement
 - EE82 = Existing 410' Easement
 - EE83 = Existing 415' Easement
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 - EE101 = Existing 505' Easement
 - EE102 = Existing 510' Easement
 - EE103 = Existing 515' Easement
 - EE104 = Existing 520' Easement
 - EE105 = Existing 525' Easement
 - EE106 = Existing 530' Easement
 - EE107 = Existing 535' Easement
 - EE108 = Existing 540' Easement
 - EE109 = Existing 545' Easement
 - EE110 = Existing 550' Easement
 - EE111 = Existing 555' Easement
 - EE112 = Existing 560' Easement
 - EE113 = Existing 565' Easement
 - EE114 = Existing 570' Easement
 - EE115 = Existing 575' Easement
 - EE116 = Existing 580' Easement
 - EE117 = Existing 585' Easement
 - EE118 = Existing 590' Easement
 - EE119 = Existing 595' Easement
 - EE120 = Existing 600' Easement
 - EE121 = Existing 605' Easement
 - EE122 = Existing 610' Easement
 - EE123 = Existing 615' Easement
 - EE124 = Existing 620' Easement
 - EE125 = Existing 625' Easement
 - EE126 = Existing 630' Easement
 - EE127 = Existing 635' Easement
 - EE128 = Existing 640' Easement
 - EE129 = Existing 645' Easement
 - EE130 = Existing 650' Easement
 - EE131 = Existing 655' Easement
 - EE132 = Existing 660' Easement
 - EE133 = Existing 665' Easement
 - EE134 = Existing 670' Easement
 - EE135 = Existing 675' Easement
 - EE136 = Existing 680' Easement
 - EE137 = Existing 685' Easement
 - EE138 = Existing 690' Easement
 - EE139 = Existing 695' Easement
 - EE140 = Existing 700' Easement
 - EE141 = Existing 705' Easement
 - EE142 = Existing 710' Easement
 - EE143 = Existing 715' Easement
 - EE144 = Existing 720' Easement
 - EE145 = Existing 725' Easement
 - EE146 = Existing 730' Easement
 - EE147 = Existing 735' Easement
 - EE148 = Existing 740' Easement
 - EE149 = Existing 745' Easement
 - EE150 = Existing 750' Easement
 - EE151 = Existing 755' Easement
 - EE152 = Existing 760' Easement
 - EE153 = Existing 765' Easement
 - EE154 = Existing 770' Easement
 - EE155 = Existing 775' Easement
 - EE156 = Existing 780' Easement
 - EE157 = Existing 785' Easement
 - EE158 = Existing 790' Easement
 - EE159 = Existing 795' Easement
 - EE160 = Existing 800' Easement
 - EE161 = Existing 805' Easement
 - EE162 = Existing 810' Easement
 - EE163 = Existing 815' Easement
 - EE164 = Existing 820' Easement
 - EE165 = Existing 825' Easement
 - EE166 = Existing 830' Easement
 - EE167 = Existing 835' Easement
 - EE168 = Existing 840' Easement
 - EE169 = Existing 845' Easement
 - EE170 = Existing 850' Easement
 - EE171 = Existing 855' Easement
 - EE172 = Existing 860' Easement
 - EE173 = Existing 865' Easement
 - EE174 = Existing 870' Easement
 - EE175 = Existing 875' Easement
 - EE176 = Existing 880' Easement
 - EE177 = Existing 885' Easement
 - EE178 = Existing 890' Easement
 - EE179 = Existing 895' Easement
 - EE180 = Existing 900' Easement
 - EE181 = Existing 905' Easement
 - EE182 = Existing 910' Easement
 - EE183 = Existing 915' Easement
 - EE184 = Existing 920' Easement
 - EE185 = Existing 925' Easement
 - EE186 = Existing 930' Easement
 - EE187 = Existing 935' Easement
 - EE188 = Existing 940' Easement
 - EE189 = Existing 945' Easement
 - EE190 = Existing 950' Easement
 - EE191 = Existing 955' Easement
 - EE192 = Existing 960' Easement
 - EE193 = Existing 965' Easement
 - EE194 = Existing 970' Easement
 - EE195 = Existing 975' Easement
 - EE196 = Existing 980' Easement
 - EE197 = Existing 985' Easement
 - EE198 = Existing 990' Easement
 - EE199 = Existing 995' Easement
 - EE200 = Existing 1000' Easement

- Hatch Legend
- Right-of-way to be vacated
 - Easements to be vacated

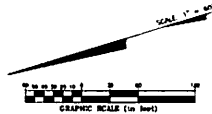
RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

Line Type Legend

- Existing Property Line
- Existing E/W Centerline
- Existing Easement Line
- Subdivision Boundary Line
- Lot Line
- N/W Line
- N/W Centerline
- Easement Line

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THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

THE NEW ALBANY
COUNTRY CLUB
SECTION 14
P.B. 83, P. 21

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

- Legend
- UL - Utility Easement
 - BL - Building Line
 - DL - Drainage Easement
 - SE - Setback Easement
 - EL1 - Existing 20' Landscape Easement
P.B. 132, P. 88
 - EL2 - Existing Easement
P.B. 132, P. 88
 - EL3 - Existing 15' Easement
P.B. 132, P. 88
 - EL4 - Existing 20' Easement
P.B. 132, P. 88
 - EL5 - Existing 20' Easement
P.B. 132, P. 88
 - EL6 - Existing 20' Easement
P.B. 132, P. 88
 - EL7 - Existing 20' Easement
P.B. 132, P. 88
 - EL8 - Existing 20' Easement
P.B. 132, P. 88
 - EL9 - Existing 20' Easement
P.B. 132, P. 88

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

RESERVE "C"
LAMBTON PARK
(formerly Lower Brandon Road)

THE NEW ALBANY
COUNTRY CLUB
SECTION 11
P.B. 82, P. 72
I.N. 200903020027566

THE NEW ALBANY
COUNTRY CLUB
SECTION 15A
P.B. 86, P. 67



RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

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LINE	BEARING	DISTANCE
L1	N05°06'52"E	17.43
L2	N18°45'09"W	10.36
L3	N05°52'11"E	24.90
L4	S26°45'13"W	45.88
L5	S57°35'57"W	23.52
L6	S32°30'00"W	55.77
L7	S22°36'53"W	45.82
L8	S40°56'37"W	42.25
L9	S30°40'10"W	32.80
L10	S04°53'12"W	19.21
L11	S19°35'39"E	28.31
L12	S40°07'04"E	28.35
L13	S20°50'37"E	17.23
L14	S37°02'29"E	96.97
L15	N37°02'28"W	42.93
L16	S17°31'28"E	24.35
L17	S05°08'54"W	47.25
L18	S04°53'06"E	10.39
L19	S06°06'19"W	17.20
L20	N04°52'36"W	19.09
L21	N35°31'14"W	102.92
L22	N04°50'22"W	50.00
L23	N78°39'42"E	55.64
L24	S51°25'13"W	30.75
L25	S04°53'06"E	0.16
L26	S05°08'54"W	7.48
L27	S14°48'36"E	42.55
L28	S05°08'54"W	30.00
L29	S25°02'28"W	42.55
L30	S05°08'54"W	14.11
L31	N70°51'22"W	50.00
L32	S14°10'01"W	21.00
L33	N04°50'22"W	50.00
L34	S72°11'43"E	8.67
L35	N05°57'32"E	0.86
L36	S07°00'35"E	14.12
L37	N07°57'32"E	36.86
L38	N37°02'28"W	31.36
L39	S52°57'32"W	30.99
L40	S02°18'13"W	10.25
L41	N37°02'27"W	137.16

LINE	BEARING	DISTANCE
L42	N07°57'32"E	35.42
L43	S07°57'32"W	1.44
L44	N52°57'32"E	40.42
L45	N37°02'28"W	30.95
L46	S52°57'32"W	60.87
L47	S07°55'40"W	14.12
L48	S42°02'28"E	1.44
L49	N75°49'59"W	46.53
L50	S18°52'29"W	25.34
L51	N46°29'01"E	201.40
L52	N27°31'14"E	82.13
L53	S46°00'09"E	0.09
L54	N87°02'28"W	36.85
L55	S52°57'32"W	9.88
L56	S17°27'12"W	57.74
L57	S42°02'28"E	35.41
L58	S02°48'41"W	31.61
L59	N08°37'53"E	53.80
L60	S15°22'34"W	36.28
L61	S21°22'43"W	22.86
L62	S14°10'01"W	13.85
L63	N14°10'01"E	13.78
L64	N75°49'59"W	48.06
L65	N09°27'32"E	25.34
L66	N14°10'01"E	21.00
L67	N75°49'59"W	19.08
L68	N75°49'59"W	10.92
L69	N04°47'40"W	6.24
L70	N05°53'57"E	11.48
L71	N35°31'14"W	13.86
L72	S35°31'14"E	89.13
L73	N54°37'32"E	14.34
L74	S48°18'41"W	13.47
L75	S38°57'27"W	17.93
L76	S24°15'30"W	20.13
L77	S06°22'50"W	31.33
L78	S13°38'38"E	78.76
L79	S77°36'36"E	22.15
L80	S38°56'36"E	13.18
L81	N24°30'16"W	18.06
L82	S16°00'36"W	23.28

LINE	BEARING	DISTANCE
L83	S31°29'29"W	66.80
L84	S13°39'16"W	25.71
L85	S05°55'22"E	26.27
L86	S20°40'52"E	26.05
L87	S29°30'05"E	13.28
L88	S02°28'13"E	17.49
L89	S24°03'48"W	17.64
L90	S52°39'14"W	17.81
L91	S74°30'51"W	21.72
L92	S48°49'29"W	13.04
L93	S27°38'59"W	14.84
L94	S08°21'56"E	15.70
L95	S20°28'01"E	14.72
L96	S02°05'34"E	20.84
L97	S17°09'02"E	27.58
L98	S28°24'10"W	24.00
L99	S47°22'00"W	18.57
L100	N31°28'50"E	15.00
L101	S49°27'58"E	61.92
L102	S40°28'12"E	16.54
L103	S10°41'23"E	26.82
L104	S01°06'00"W	28.83
L105	S10°56'16"W	21.87
L106	S12°51'47"W	17.36
L107	S03°11'35"W	21.43
L108	S07°41'34"E	22.00
L109	S13°48'21"E	13.49
L110	S08°09'55"W	23.33
L111	S38°16'21"W	25.57
L112	S87°42'58"W	25.97
L113	S39°10'40"W	26.84
L114	S08°59'37"W	40.04
L115	S25°39'34"E	24.78
L116	S43°10'52"E	44.30
L117	S05°44'34"E	21.80
L118	S32°10'20"W	47.30
L119	S12°33'47"W	37.33
L120	S04°23'18"E	25.22
L121	S20°27'50"E	34.38
L122	S34°02'50"E	25.51
L123	N78°39'42"E	55.64

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	20.00'	31.42'	N 39°53'08" W	28.28'
C2	232°01'01"	50.00'	20.83'	S 08°49'08" E	20.60'
C3	365°17'15"	30.00'	23.52'	N 05°16'51" W	23.31'
C4	40°39'02"	200.00'	141.90'	S 12°07'25" E	136.94'
C5	21°53'42"	50.00'	19.11'	N 21°30'05" W	18.99'
C6	70°10'04"	145.00'	177.58'	N 01°16'59" E	166.09'
C7	161°18'03"	56.00'	163.28'	S 70°28'48" W	114.46'
C8	37°42'28"	100.00'	65.81'	S 08°41'00" W	64.63'
C9	18°56'46"	275.00'	90.94'	S 37°00'37" W	90.52'
C10	71°55'12"	20.00'	25.10'	N 82°28'37" E	23.49'
C11	40°12'50"	125.00'	87.73'	N 81°42'12" W	85.94'
C12	108°50'30"	375.00'	699.62'	S 48°20'52" E	602.60'
C13	47°45'43"	32.00'	26.68'	N 60°29'58" W	25.91'
C14	47°44'58"	61.00'	50.84'	N 11°36'45" W	49.38'
C15	106°55'31"	425.00'	793.13'	S 48°20'52" E	682.95'
C16	120°19'12"	75.00'	157.50'	S 41°39'01" E	130.11'
C17	142°20'41"	565.00'	141.45'	S 11°20'14" W	141.09'
C18	104°25'30"	122.50'	232.26'	N 56°22'39" E	193.62'
C19	14°08'00"	1105.00'	272.57'	N 77°55'22" W	271.88'
C20	51°31'54"	185.00'	166.39'	S 69°14'40" W	160.84'
C21	22°09'51"	375.00'	145.06'	N 16°33'18" E	144.16'
C22	33°33'03"	585.00'	342.56'	N 11°18'09" W	337.69'
C23	31°59'50"	390.00'	217.81'	N 12°04'42" E	214.99'
C24	172°50'31"	125.00'	36.03'	S 53°53'29" W	37.83'
C25	18°51'45"	175.00'	58.59'	S 60°41'06" W	56.35'
C26	20°10'56"	20.00'	7.04'	N 61°30'41" E	7.01'
C27	180°25'22"	32.00'	100.77'	S 53°10'12" W	64.00'
C28	179°37'15"	32.00'	100.32'	S 53°08'43" E	64.00'
C29	132°39'38"	75.00'	74.09'	S 29°17'21" W	58.82'
C30	162°04'41"	26.50'	7.55'	N 09°21'26" W	7.53'
C31	22°38'22"	33.50'	13.50'	S 06°12'17" E	13.15'
C32	212°17'03"	100.00'	37.26'	N 20°42'07" E	37.05'
C33	22°28'04"	175.00'	68.52'	N 44°38'20" E	68.08'
C34	6°40'31"	535.00'	82.35'	S 36°45'38" W	82.31'
C35	54°54'43"	135.00'	129.38'	S 67°33'16" W	124.49'
C36	13°34'47"	1055.00'	250.04'	N 78°11'59" W	249.46'
C37	48°26'00"	172.50'	139.80'	N 27°22'54" E	136.00'
C38	142°01'41"	515.00'	128.94'	S 11°20'14" W	128.60'
C39	43°56'48"	125.00'	95.88'	N 07°27'48" W	93.54'
C40	71°55'12"	20.00'	25.10'	S 10°31'25" W	23.49'
C41	18°56'41"	325.00'	107.48'	N 37°00'40" E	106.97'
C42	19°39'58"	100.00'	27.34'	S 35°22'13" W	27.26'
C43	1°00'59"	1105.00'	19.60'	N 71°55'05" W	19.60'
C44	51°00'39"	172.50'	153.56'	N 83°05'05" E	148.56'
C45	70°29'23"	316.16'	8.84'	N 71°58'41" W	8.64'
C46	10°31'19"	425.00'	78.05'	N 82°27'02" E	77.94'
C47	44°18'47"	102.88'	78.57'	N 72°02'48" E	77.60'
C48	30°17'55"	16.18'	8.56'	N 55°28'14" E	8.46'
C49	28°00'01"	25.75'	11.68'	N 83°33'02" E	11.58'
C50	60°00'43"	25.75'	26.97'	S 79°26'40" E	25.75'
C51	34°00'36"	25.75'	15.28'	S 66°26'37" E	15.06'
C52	30°11'51"	18.19'	8.54'	S 34°20'20" E	8.44'
C53	44°18'49"	102.87'	79.58'	S 50°59'09" E	77.59'
C54	23°36'09"	425.00'	175.32'	S 79°28'14" E	174.08'
C55	12°11'04"	425.00'	90.38'	S 61°35'37" E	90.21'
C56	28°46'26"	425.00'	196.60'	S 42°04'53" E	196.80'
C57	18°46'31"	585.00'	171.28'	N 19°41'24" W	170.67'
C58	14°18'35"	585.00'	146.10'	N 04°08'51" W	145.72'

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C59	272°57'51"	565.00'	25.18'	N 04°14'25" E	25.17'
C60	S36°56"	375.00'	36.75'	S 02°18'25" W	36.74'
C61	23°12'06"	375.00'	151.85'	S 12°06'06" E	150.82'
C62	14°12'13"	375.00'	92.96'	S 30°48'15" E	92.72'
C63	16°54'21"	375.00'	110.65'	S 48°21'32" E	110.25'
C64	16°54'21"	375.00'	110.65'	S 63°15'54" E	110.25'
C65	16°54'21"	375.00'	110.65'	S 80°10'15" E	110.25'
C66	13°11'12"	375.00'	86.31'	N 64°46'58" E	86.12'
C67	11°19'10"	125.00'	24.70'	S 83°50'58" W	24.66'
C68	28°53'32"	125.00'	63.04'	N 76°02'37" W	62.37'
C69	10°46'16"	275.00'	51.70'	N 41°05'53" E	51.62'
C70	6°10'31"	275.00'	39.24'	N 31°37'30" E	39.20'
C71	28°50'41"	50.00'	29.20'	S 04°15'06" W	28.09'
C72	22°12'20"	50.00'	22.48'	N 39°58'21" W	22.34'
C73	8°24'56"	125.00'	18.36'	N 21°13'43" W	18.34'
C74	30°31'50"	125.00'	77.52'	N 00°44'40" E	76.20'
C75	17°00'45"	95.00'	90.00'	S 12°30'12" W	89.08'
C76	41°56'54"	515.00'	38.94'	S 08°19'52" W	38.93'
C77	29°35'55"	61.00'	31.51'	S 88°52'15" E	31.16'
C78	S33°43"	1055.00'	102.41'	N 74°39'37" W	102.37'
C79	S28°18"	1055.00'	100.75'	N 80°10'37" W	100.71'
C80	S24°36"	1055.00'	38.24'	N 83°57'04" W	38.24'
C81	S01°50"	135.00'	11.85'	N 67°30'17" W	11.85'
C82	49°52'53"	125.00'	117.53'	S 65°02'21" W	113.85'
C83	170°24"	400.00'	7.73'	N 70°14'07" W	7.73'
C84	S58°02"	400.00'	111.47'	N 78°48'20" W	111.11'
C85	S52°51'16"	350.00'	94.21'	S 77°23'34" E	93.92'
C86	S52°30"	350.00'	48.11'	S 89°02'29" E	48.07'
C87	S53°55"	500.00'	52.08'	N 89°59'47" W	52.03'
C88	S10°49"	500.00'	71.39'	N 82°55'25" W	71.33'
C89	4°06'25"	750.00'	53.78'	N 76°38'20" W	53.75'
C90	6°00'09"	750.00'	78.57'	N 71°35'03" W	78.53'
C91	10°20'00"	750.00'	135.26'	N 63°24'59" W	135.08'
C92	2°09'40"	750.00'	28.29'	N 57°10'09" W	28.29'
C93	23°41'18"	145.00'	59.95'	N 58°02'36" E	59.52'
C94	S73°41'19"	145.00'	69.78'	N 83°40'24" E	69.11'
C95	S18°54'21"	145.00'	47.85'	S 73°05'12" E	47.63'
C96	11°11'28"	200.00'	39.06'	S 28°51'12" E	39.00'
C97	S22°27'34"	200.00'	102.83'	S 06°51'41" E	101.70'
C98	S49°27"	50.00'	5.08'	N 05°17'23" E	5.08'
C99	S53°02"	1105.00'	113.47'	N 82°02'52" W	113.42'
C100	6°40'48"	1105.00'	128.82'	N 75°45'58" W	128.74'
C101	1°00'59"	1125.00'	30.66'	N 69°38'06" E	30.58'
C102	21°07'49"	50.00'	18.44'	N 08°11'14" W	18.34'
C103	S22°48"	185.00'	10.91'	S 41°47'19" W	10.91'
C104	6°40'31"	565.00'	68.17'	S 36°45'36" W	68.



RESOLUTION R-24-2025

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

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

WHEREAS, due to its need to fund expanded operations and provide infrastructure to service rapid growth in the community as demonstrated by the 2026 Tax Budget, the City of New Albany is in need of additional revenue.

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

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

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

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/03/2025

Introduced: 07/15/2025

Revised:

Adopted:

Effective:



RESOLUTION R-25-2025

A RESOLUTION TO AMEND THE OAK GROVE II COMMUNITY REINVESTMENT AREA TO ADD APPROXIMATELY 115.445 +/- ACRES TO THAT AREA, CONFIRMING THE DESIGNATION OF A HOUSING OFFICER AND THE CREATION OF A COMMUNITY REINVESTMENT AREA HOUSING COUNCIL AND TAX INCENTIVE REVIEW COUNCILS, AND TO EXPAND THE OAK GROVE II ECONOMIC OPPORTUNITY ZONE TO ADD THAT AREA

WHEREAS, the Council of the City of New Albany, Ohio (the "City") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City that have not enjoyed sufficient reinvestment in new construction; and

WHEREAS, Council, by its Resolution No. R-17-2009 adopted March 3, 2009, designated the Oak Grove II Community Reinvestment Area (the "Original Oak Grove II Area"), and by each of its Resolutions No. R-41-2010 adopted July 6, 2010, R-72-2010 adopted November 16, 2010, R-53-2012 adopted October 2, 2012, R-26-2013 adopted August 6, 2013, R-72-2014 adopted September 16, 2014, R-49-2015 adopted November 17, 2015, R-45-16 adopted November 1, 2016, R-02-2017 adopted February 7, 2017, R-17-2018 adopted July 17, 2018, R-41-2018 adopted November 6, 2018, R-50-2018 adopted December 10, 2018, R-05-2019 adopted February 19, 2019, R-37-2019 adopted on August 6, 2019, R-15-2021 adopted on April 6, 2021, R-46-2021 adopted September 21, 2021, R-09-2022 adopted on February 1, 2022, R-18-2022 adopted on May 3, 2022, R-38-2022 adopted on November 15, 2022, R-21-2023 adopted on April 18, 2023, and November 7, 2023, R-46-2023 expanded that Original Oak Grove II Area (as expanded to date, the "Current Oak Grove II Area"), which enabled the City to offer in that Current Oak Grove II Area real property tax exemptions on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code ("R.C.") Section 3735.67; and

WHEREAS, the City desires to promote commercial and industrial development in an additional area contiguous to the Current Oak Grove II Area, which contiguous area includes approximately 115.445 +/- acres and which is depicted on Exhibit A attached hereto (the "Oak Grove II Expansion Area"); and

WHEREAS, the City believes that the redevelopment of the Oak Grove II Expansion Area would encourage economic stability, maintain real property values, and generate new employment opportunities and desires to designate the Oak Grove II Expansion Area as a community reinvestment area pursuant to R.C. Sections 3735.65 to 3735.70; and

WHEREAS, that Survey shows the facts and conditions relating to existing housing and commercial structures and undeveloped land in the Oak Grove II Expansion Area, including,

among other things, evidence of deterioration and lack of new construction, or repair or rehabilitation of structures in that Oak Grove II Expansion Area; and

WHEREAS, the construction of new commercial or industrial structures in the Oak Grove II Expansion Area constitutes a public purpose for which real property tax exemptions may be granted; and

WHEREAS, the City created an economic opportunity zone (the "Oak Grove II EOZ") to encourage commercial and other business development in the City, and now the City, to consistently preserve areas and zones, wishes to expand the Oak Grove II EOZ in conjunction with the expansion of the Oak Grove II CRA so that the two, when mapped, have the same area and boundaries;

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

Section 1. Conditions in the Oak Grove II Expansion Area. Based on the findings in the Survey and on this Council's own knowledge of the facts and conditions existing in the Oak Grove II Expansion Area, this Council hereby finds that the Oak Grove II Expansion Area is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.

Section 2. Creation of Oak Grove II Expanded CRA. This Council hereby designates the Oak Grove II Expansion Area as a community reinvestment area (collectively with the Current Oak Grove II Area, the "Oak Grove II CRA") in accordance with R.C. Section 3735.66. Only new commercial and/or industrial structures consistent with the applicable zoning regulations within the Oak Grove II CRA will be eligible for the exemptions provided for in Section 3 of this Resolution, and residential remodeling or new structures, including, but not limited to, multi-family condominium or apartment structures or remodeling thereof, shall not be eligible for the exemptions granted in that Section 3.

Section 3. Tax Exemptions in the Oak Grove II CRA. Within the Oak Grove II CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated in advance of construction occurring according to the rules outlined in R.C. Section 3735.67. The City has the authority to negotiate, approve or deny any request for such a tax exemption. The results of the negotiation as approved by this Council will be set forth in writing in a Community Reinvestment Area Agreement as provided in R.C. Section 3735.671. If the newly constructed structure qualifies for an exemption, during the period of the exemption the exempted percentage of the value of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

The Mayor, the City Manager, the City Community Development Director, and the City Economic Development Manager, or any one of them, are hereby authorized to give any and all notices on behalf of this Council that may be required by law, including, without limitation, those notices required by R.C. Sections 3735.671, 3537.673 and 5709.83, in connection with the consideration, approval or entering into of any agreements under R.C. Section 3735.671.

Section 4. Designation of Housing Officer. To administer and implement the provisions of this Resolution, the Council hereby confirms the prior designation of the City Manager as the Housing Officer for the Oak Grove II CRA as described in R.C. Sections 3735.65 to 3735.70.

Section 5. Housing Council and Tax Incentive Review Councils. This Council hereby confirms the prior creation of a Community Reinvestment Area Housing Council (the "Housing Council") for the Oak Grove II CRA. That Housing Council is composed of two members appointed by the Mayor, two members appointed by this Council and one member appointed by the City's Municipal Planning Commission. A majority of those five members shall appoint two additional members who shall be residents of the City. Terms of the members of the Housing Council shall be three years. An unexpired term resulting from a vacancy in the Housing Council shall be filled in the same manner as the initial appointment was made. The Housing Council shall make an annual inspection of the properties within the Oak Grove II CRA for which an exemption has been granted under R.C. Section 3735.69. The Housing Council also shall also hear appeals under R.C. Section 3735.70.

The "Franklin County Tax Incentive Review Council" and the "Licking County Tax Incentive Review Council" (each a "TIRC") were both previously created pursuant to R.C. Section 5709.85. Each TIRC reviews annually the compliance of each agreement involving the granting of exemptions for commercial or industrial real property improvements under R.C. Section 3735.671 and makes written recommendations to this Council as to continuing, modifying or terminating each agreement based upon the performance of each agreement.

Section 6. Resolution to be Forwarded and Published. The Housing Officer or the Housing Officer's designee is hereby authorized and directed to forward a copy of this Resolution to the Franklin County Auditor or the Licking County Auditor, as applicable, and to cause to be published a copy of this Resolution in a newspaper of general circulation in the City once per week for two consecutive weeks following its adoption.

Section 7. Authorization to Petition the State of Ohio Director of Development. The Housing Officer, or the Housing Officer's designee, is hereby authorized and directed, on behalf of the City, to petition the State Director of Development, in accordance with R.C. Section 3735.66, for confirmation of the Oak Grove II CRA as expanded to include the Oak Grove II Expansion Area.

Section 8. Open Meeting. The Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Council and any of its committees and that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public in full compliance with the applicable legal requirements, including R.C. Section 121.22.

Section 9. Effective Date. Pursuant to Article 6.07 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: 07/02/2025

Introduced: 07/15/2025

Revised:

Adopted:

Effective:

EXHIBIT A – R-25-2025

PARCEL MAP

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



Oak Grove II CRA
Smart Farm

