Prepared:	09/04/2019
Introduced:	09/17/2019
Revised:	
Adopted:	10/01/2019
Effective:	11/01/2019

ORDINANCE O-34-2019

AN ORDINANCE TO ABOLISH THE BOARD OF CONSTRUCTION APPEALS AND AMEND CODIFIED ORDINANCE CHAPTER 1305 "BUILDING ADMINISTRATION" AND CODIFIED ORDINANCE CHAPTER 1330 "INTERNATIONAL PROPERTY MAINTENANCE CODE" AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, changes in the building code and a decrease in property maintenance code violations have resulted in a lack of agenda items for the Board of Construction Appeals; and

WHEREAS, the Board of Construction Appeals endorsed the abolishment at their March 18, 2019 meeting; and

WHEREAS, the Codified Ordinances of the City of New Albany Chapter 1305.09 Building Administration – Board of Construction Appeals needs to be amended to establish an appeal process to the Residential Code of Ohio, as adopted and enforced by the City of New Albany's Architectural Review Board, in order to abolish the Board of Construction Appeals; and

WHEREAS, the Architectural Review Board is comprised of at least two design professionals, architects, planners, or engineers that can appropriately rule on appeals to the Residential Code of Ohio as required; and

WHEREAS, the Codified Ordinances of the City of New Albany Chapter 1330 International Property Maintenance Code Section 111 needs to be amended to establish appeals to International Property Maintenance Code, as adopted and enforced by the city of New Albany, by the city's Board of Zoning Appeals in order to abolish the Board of Construction appeals; and

WHEREAS, the Board of Zoning Appeals currently hears appeals to the city's planning and zoning code and thereby can appropriately rule on appeals to the city's International Property Maintenance Code.

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

Section 1. The city's Board of Construction Appeals is abolished.

Section 2. Portions of Codified Ordinance Chapter 1305.09 "BUILDING ADMINISTRATION - BOARD OF CONSTRUCTION APPEALS" and Codified Ordinance Chapter 1330 "INTERNATIONAL PROPERTY MAINTENANCE CODE" Section 111 "MEANS OF APPEAL" be amended as set forth in Exhibit A and Exhibit B, and depicted in red ink.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance 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 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this 1st **day of** October**, 2019.**

Attest:

~~Sloan T. Spalding~~ Colleen M Briscoe
~~Mayor~~ Pres. Pro Tem

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A – O-34-2019

CHAPTER 1305 - BUILDING ADMINISTRATION[1]

1305.09 - ~~BOARD OF CONSTRUCTION~~ APPEALS.

(a) ~~It is necessary to form a~~have a ~~Board of Building~~to hear building Aappeals for within the City of New Albany. ~~The board shall be created pursuant to Section 10.01 of the City Charter, Boards and Commissions.~~ The ~~Board of Zoning~~Architectural Review Board ~~appeals~~ shall hear and decide appeals from any decisions or interpretations made by City staff under this chapter. Any such appeal shall be in conformance with the appeals criteria standards and procedures set forth in Chapter 1113. The Board shall ~~be created to~~ hear all appeals not related to the Ohio Building Code (OBC); namely, one-, two- and three-family residential dwellings within the corporation limits, or the Property Maintenance Code. The Board shall also have jurisdiction over licensing procedures in situations where a determination is required in issuing, detaining or revoking a license. ~~The Board of Zoning appeals shall hear and decide appeals from any decisions or interpretations made by City staff under this chapter. Any such appeal shall be in conformance with the appeals criteria standards and procedures set forth in Chapter 1113~~

(b) ~~There shall be a non-refundable fee, as set forth from time to time by ordinance, to be filed at the time of the appeal.~~ It is the intent of this Ordinance that questions of interpretation and enforcement shall be first presented to the Building Official, and that such questions shall be presented to the Architectural Review Board only on appeal from the decision of the Building Official and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Ordinance that the powers of Council in connection with this Ordinance shall not include hearing and deciding questions of interpretation and enforcement that may arise. Council shall not have the authority to overrule the decisions of the Architectural Review Board and/or the Building Official on matters of appeals or variance. The procedure for deciding such questions shall be as stated in Chapter 1113.

~~(c) The Board shall be established by Council and shall consist of a minimum of five (5) members. The members shall have qualifying experience and/or training pertaining to residential construction such as persons trained in mechanical/structural engineering, building, architecture, and the like. All members shall be residents of the City of New Albany. One member of the Council shall serve as a non-voting liaison to the Board.~~

~~(d) The terms of the members of the Board shall be as follows:~~

~~(1) The initial term of one member as designated by Council shall be one year.~~

~~(2) The initial term of two (2) members as designated by Council shall be for two (2) years.~~

~~(3) The initial term for two (2) members as designated by Council shall be for three (3) years.~~

~~(4) Upon the expiration of the term of each initial appointee, Council shall either reappoint the member or appoint a successor for a term of three (3) years. All subsequent terms shall be for a period of three (3) years.~~

~~(e) Meetings of the Board shall be called by the Community Development Department designee.~~

~~(f) The decision of the Board shall be reached by a simple majority vote of a quorum and shall be final.~~

(Ord. 11-2001. Passed 3-20-01; Ord. 20-2009. Passed 6-16-09; Ord. O-07-2012. Passed 3-7-12.)

Exhibit B – O-34-2019

CHAPTER 1330 - INTERNATIONAL PROPERTY MAINTENANCE CODE

SECTION 111
MEANS OF APPEAL

111.1 Application for appeal. Any person directly affected by a decision of the Code Official or a notice order issued under this code shall have the right of appeal to the ~~Village~~ City of New Albany Board of ~~Construction~~ Zoning Appeals, provided a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Deleted.

111.2.1 Deleted.

111.2.2 Deleted.

111.2.3 Deleted.

111.2.4 Deleted.

111.2.5 Deleted.

111.3 Deleted.

111.4 Open hearing. All hearings before the Board shall be open to the public. The appellant, the appellant's representative, the Code Official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the Board membership.

111.4.1 Procedure. The Board shall adopt and make available to the public through the Secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.5 Postponed hearing. When the full Board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

111.6 Board decision. The Board shall modify or reverse the decision of the Code Official only by a concurring vote of a majority of the total number of appointed Board members.

111.6.1 Records and copies. The decision of the Board shall be recorded. Copies shall be furnished to the appellant and to the Code Official.

111.6.2 Administration. The Code Official shall take immediate action in accordance with the decision of the Board.

111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

111.8 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Appeals Board.

Prepared:	09/06/2019
Introduced:	09/17/2019
Revised:	
Adopted:	10/01/2019
Effective:	11/01/2019

ORDINANCE O-35-2019

AN ORDINANCE TO ACCEPT A 0.923 ACRE TRACT OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF JUG STREET AND BEECH ROAD FROM MBJ HOLDINGS, LLC, TO SERVE AS THE FUTURE LOCATION OF A WATER BOOSTER STATION

WHEREAS, the subject tract of land is located along the north side of Jug Street, east of Beech Road; and

WHEREAS, there is a need for a future water booster station to support the continued development in this area of the city; and

WHEREAS, the property owner requests to donate the subject tract of land at no cost to the City; and

WHEREAS, the city engineer has reviewed the newly created lot and determined that this tract of land is an appropriate location for a water booster station to serve development in the surrounding area; and

WHEREAS, the city will benefit from this dedication of land.

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

Section 1. The city manager is hereby authorized to accept a 0.923 acre tract of land from MBJ Holdings LLC to serve as the future location of a water booster station 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 the council, and that all deliberations of the council and or any of itsw committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 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 1st **day of** October**, 2019.**

Attest:

~~Sloan T. Spalding~~ Colleen H. Briscoe
~~Mayor~~ Pres. Pro Tem

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A

LIMITED WARRANTY DEED
(O.R.C. 5302.07 - 5302.08)

KNOW ALL MEN BY THESE PRESENTS that **MBJ HOLDINGS, LLC** a Delaware limited liability company (the "**Grantor**"), for good and valuable consideration paid, grants, with limited warranty covenants, to **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation (the "**Grantee**"), whose tax-mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: That certain 0.923± acre tract situated in the City of New Albany, County of Licking, and State of Ohio and being more particularly described on Exhibit A and depicted on Exhibit B (the "**Property**"), both of which are attached hereto and made a part hereof.

Tax Parcel Number: _____ (Portion of 095-111606-00.000).

Prior Instrument References: Instrument Numbers 201901080000387 and _____, both of the Recorder's Office, Licking County, Ohio.

The conveyance made hereunder is subject to all covenants, conditions, easements, restrictions, reservations, and other matters of record in the Office of the Recorder, Licking County, Ohio.

[*SIGNATURE AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE*]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed by its duly authorized signatory to be effective as of the _____ day of _____, 2019.

GRANTOR:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Printed Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of MBJ HOLDINGS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

_____
NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by
and after recording return to:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

0.923 ACRE

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lot 30, Quarter Township 2, Township 2, Range 15, United States Military District, being part of the remainder of that 125.774 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901080000387, (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at a 5/8" rebar found (8 inches deep) at the centerline intersection of Beech Road with the easterly extension of Jug Street Road, being the southwest corner of that 4.932 acre tract conveyed to the City of New Albany by deed of record in Instrument Number _____, and the common corner of said Farm Lot 30 and Farm Lot 31, being in the easterly line of Farm Lot 34 of said Quarter Township 2, Township 2, Range 15;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, the southerly line of said 4.932 acre tract and that 3.730 acre tract conveyed to the City of New Albany by deed of record in Instrument Number _____, with the line common to said Farm Lots 30 and 31, a distance of 311.91 feet to a point;

Thence North 03° 30' 41" East, across the right-of-way of said Jug Street Road and said 3.730 acre tract, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line thereof, being the line common to said 3.730 acre tract and the remainder of said 125.774 acre tract, and being the TRUE POINT OF BEGINNING;

Thence across the remainder of said 125.774 acre tract, the following courses and distances:

North 03° 30' 41" East, a distance of 217.32 feet to an iron pin set;

South 86° 29' 19" East, a distance of 185.07 feet to an iron pin set; and

South 03° 30' 41" West, a distance of 217.32 feet to an iron pin set in the northerly right-of-way line of said Jug Street Road, said common line;

North 86° 29' 19" West, with said northerly right-of-way line, said common line, a distance of 185.07 feet to the TRUE POINT OF BEGINNING, containing 0.923 acre, more or less, out of Auditor's Parcel Number 095-111606-00.000.

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

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

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 02° 57' 02" East, is designated 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.

STATE OF OHIO
HEATHER L KING
S-8307
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

9/3/19

Heather L. King
Professional Surveyor No. 8307

Date

HLK: ap
0_923 ac 20180533-VS-BNDY-01.doc

PRE-APPROVAL
LICKING COUNTY ENGINEER

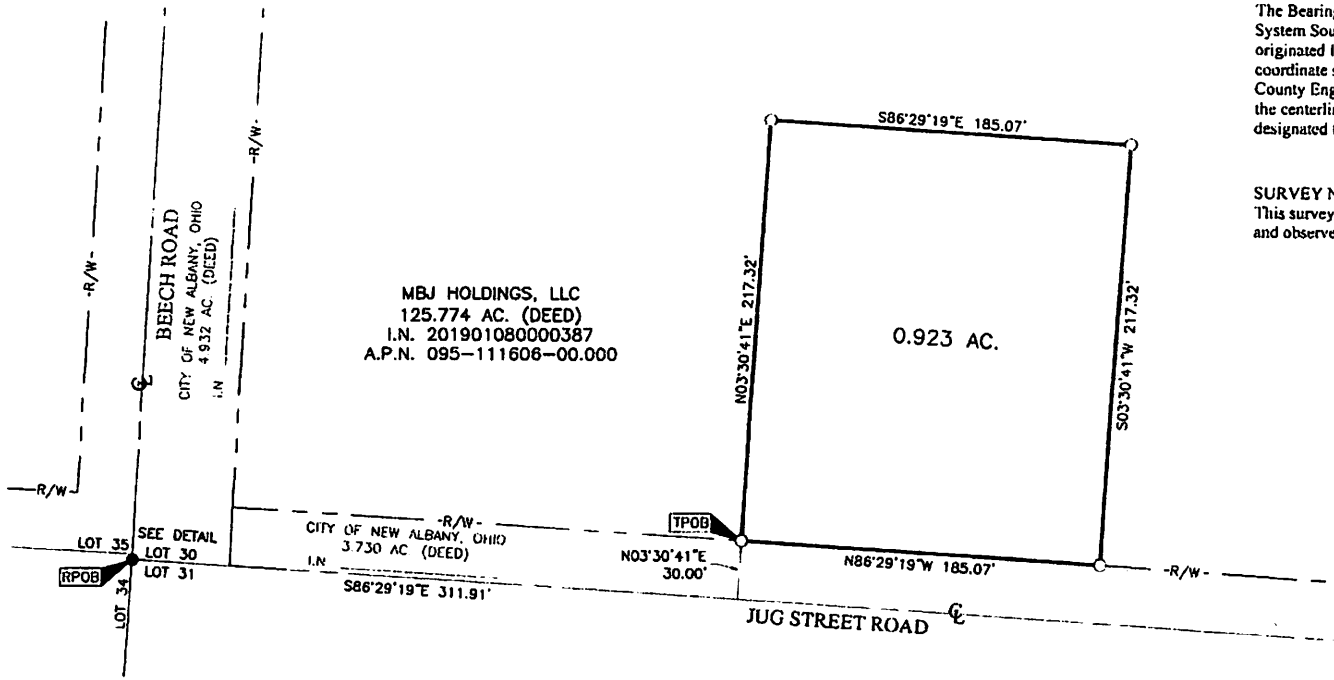
APPROVED [V] CONDITIONAL [ ]
APPROVED BY:
DATE: 9/3/19

EMHT
Evans, Mechwart, Hambleton & 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

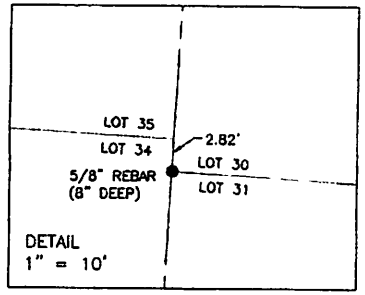
FARM LOT 30, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date:	August 29, 2019
Scale:	1" = 60'
Job No:	2018-0533



BASIS OF BEARINGS:
The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 02° 57' 02" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.



● = I.P. FND.
O = I.P. SET
I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

60 0 60 120
GRAPHIC SCALE (in feet)

STATE OF OHIO
HEATHER L KING
S-8307
REGISTERED
PROFESSIONAL SURVEYOR

By _____ 9/3/19
Heather L. King
Professional Surveyor No. 8307
Date

Mink Pressure District - WBS & WM / 20180533-VS-BNDY-01

Prepared:	09/19/2019
Introduced:	10/01/2019
Revised:	
Adopted:	10/01/2019
Effective:	10/01/2019

RESOLUTION R-50-2019

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH THE COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS (CAPA) IN ORDER TO ESTABLISH THE PARAMETERS FOR THE MANAGEMENT OF A COMMUNITY AMPHITHEATER

WHEREAS, the City of New Albany has entered into a lease agreement with the New Albany Plain Local School District in order to acquire property to facilitate the construction of a community amphitheater; and

WHEREAS, it is anticipated that the city will assume ownership of the amphitheater from the New Albany Community Authority upon the completion of its construction; and

WHEREAS, the city will wish to contract with an entity to manage the operation of the amphitheater including, but not limited to, the coordination of the events calendar, event facilitation, and technical support; and

WHEREAS, the Columbus Association for the Performing Arts (CAPA) has been effectively managing the Jeanne B. McCoy Center for the Performing Arts; and as such, is well positioned to manage the amphitheater; and

WHEREAS, CAPA's management of both facilities will benefit the city in terms of scheduling/event coordination, technical support for performances, and operational cost effectiveness.

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

Section 1. The city manager is hereby authorized to enter into a non-binding Memorandum of Understanding with CAPA in a form that is substantially similar to that which is attached to this resolution as Exhibit A, to establish the parameters for the management of a community amphitheater.

Section 2. It is understood that the non-binding Memorandum of Understanding (attached hereto as Exhibit A), or one substantially similar thereto, is an interim document that will be modified at such time that the proposed amphitheater becomes operational and the city and CAPA have adequate data to determine the facility's operational needs and costs (estimated on the attached Exhibit B). At such time, a revised contract will be presented to the council for its consideration.

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 all legal requirements, including 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 resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 1st **day of** October**, 2019.**

Attest:

~~Sloan T. Spalding~~ Colleen H. Briscoe
~~Mayor~~ Pres. Pro Tem

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell Banchefsky, Law Director

EXHIBIT A – R-50-2019

MEMORANDUM OF UNDERSTANDING

OPERATIONAL AND TECHNICAL SERVICES
TO
THE CITY OF NEW ALBANY
BY
THE COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS
AND
THE MCCOY CENTER FOR THE ARTS

BACKGROUND

A. The Jeanne B. McCoy Community Center for the Arts, an Ohio nonprofit corporation (the "MCCA"), formed in 2007, is responsible for overseeing the operations of the McCoy Center with respect to non-school events and activities ("Community Events,") scheduled for and held at the McCoy Center for the Arts (the "McCoy Center"). In 2013, MCCA entered into a five-year Management Agreement with the Columbus Association for the Performing Arts, an Ohio nonprofit corporation ("CAPA"), pursuant to which CAPA agreed to provide all of the management and administrative services necessary for MCCA to fulfill its oversight responsibilities at the McCoy Center, as well as to provide management and administrative services with respect to MCCA's general operations (the "CAPA Management Agreement"). In 2018, the MCCA and CAPA extended the CAPA Management Agreement through June 30, 2023.

B. The City of New Albany, Ohio, a municipal corporation and political subdivision organized and existing pursuant to its charter and the laws of the State of Ohio ("City") is now in the process of developing an outdoor amphitheater (the "Amphitheater") directly adjacent to the McCoy Center. The Amphitheater will be built by the New Albany Community Authority and funded primarily by grants, naming opportunities, and money raised by the New Albany Community Foundation. Upon its completion, ownership of the Amphitheater will be transferred to the City.

C. This non-binding Memorandum of Understanding ("MOU)" reflects the current general understanding of the City, CAPA, and the MCCA (the Parties) with regard to the services that CAPA and the MCCA will provide relating to the operation of the Amphitheater once it is completed. The parties anticipate that, at the appropriate time, the terms of this MOU with modifications, additions, or deletions thereto will be incorporated into a final, binding, written agreement.

SERVICES

A. The City intends to engage CAPA to provide certain operational and technical advice and services to the City with regard to the Amphitheater, and to engage the MCCA to provide oversight, advice, and coordination of the Amphitheater's programming in conjunction with that of the McCoy Center. CAPA and the McCoy Center intend to provide such services under the terms of a services agreement to be negotiated and executed among the parties. In advance of and during the opening season, the Parties will meet on an as-needed basis, not less than once per year, to address programming, operational issues, etc.

B. CAPA and the MCCA will provide the services described below. Such services shall be applicable to activities on the Amphitheater premises and shall not extend to events, activities, or performances on other City property unless mutually agreed to by all parties.

CAPA's Services

CAPA shall provide the following services during the Amphitheater Operating Season (typically April through October)

1. Subject to City approval, determine Amphitheater rental and usage fees including annual increases, as well as assist in developing operational cost estimates.

2. Subject to City approval, develop and enforce operational procedures for the use of the Amphitheater by event promoters and the general public.

3. Manage the Amphitheater calendar including provision of rental information to potential users, including utilization by the City for municipal events.

4. Advance the technical and operational needs of confirmed users.

5. Handle financial settlement of Amphitheater events including remittance to the City of appropriate rental revenues.

6. Coordinate "add-on" Amphitheater services as requested by Amphitheater users. The cost of requested services will be billed to and paid for by the end user. Such services could include technical and stagehand staffing, box office, event security, concessions, front of house, and ushers.

7. Provide one staff member on-site for all Amphitheater events. This position will typically be a technical manager. If the event has no technical needs, a front of house manager may be provided instead. Additional staff beyond the one provided position will be billed to the end user.

8. Coordinate with talent agents to secure desired artists subject to availability (see Programming Services below).

9. Work with the City and third parties to create a robust programming calendar for the Amphitheater each operating season.

10. Work with the City, the MCCA, and other community partners to secure grants and arts funding for programming efforts and operations. However, CAPA is not and will not be financially responsible for any programs or events unless CAPA is the presenter of record for such events.

11. CAPA will use its professional expertise to provide guidance to the City on industry standards in regard to operating and technical rules and procedures, but final authority over all matters pertaining to the Amphitheater rests with the City. In the event that the City disregards the professional guidance provided by CAPA in a manner that creates an

illegal or obviously unsafe situation, CAPA may refuse to provide services at the Amphitheatre until such illegal or obviously unsafe situation is remedied.

MCCA's Services

MCCA shall provide the following services during the operating season (typically April through October)

1. Employ an Audience Service Manager and Technical Director during the Amphitheater season.

2. Advise and assist, as appropriate, CAPA in providing its services to the City as listed in this Agreement.

3. Advise and assist with coordinating of the programming of events at the Amphitheatre with the programming of events at the McCoy Center.

Services Not Provided

Neither CAPA nor MCCA shall have any responsibility with regard to any of the following:

1. Lawn and landscaping upkeep.

2. Amphitheatre maintenance and cleaning including trash removal.

3. Financial responsibility for capital improvements or replacements.

Concessions

The City may contract for concession services, including but not limited to food trucks, at the Amphitheatre. Proceeds from such concessions shall be retained by the City. However, if such concessions increase the cost of services as set forth herein, the City shall reimburse CAPA and/or the MCCA, for such concession related costs.

This MOU accurately represents the parties' current understanding of the services to be provided by CAPA and MCCA based upon current plans for the Amphitheater. However, a binding agreement between the parties is subject to the negotiation of additional terms and to any modifications, additions, or deletions to the terms of this MOU.

THE CITY OF NEW ALBANY, OHIO

By:_____

Joseph F. Stefanov, City Manager

COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS

By:_____
Chad Whittington, President & CEO

JEANNE B. MCCOY CENTER FOR THE PERFORMING ARTS

By:_____
Thomas W. Hill, Board Chair
Board Chair

EXHIBIT B – R-50-2019

MEMORANDUM

September 18, 2019

To: Joseph Stefanov, City of New Albany

From: Chad Whittington, CAPA

Re: New Albany Amphitheatre Cost Estimates

At your request, I am providing the following estimate of operating costs for the planned New Albany Amphitheatre. Please note that these estimates are based on construction plans and conversations that have taken place to date and are only meant to provide an order of magnitude for operating costs. Actual costs will vary based upon the final construction of the physical building, operating procedures yet to be developed, and the City's programming expectations.

These costs do not include event specific costs that we anticipate would be charged back to the facility user. Examples include event security, supplemental stage crew, rented equipment, etc.

ESTIMATED OPERATING COSTS

Technical - $17,500
Includes short-term needs (cables, minor equipment and supplies) and long-term needs (equipment replacement and upgrade. Annual cost could be as low as $5,000 in the early years until capital needs arise.

Amphitheatre Operations - $35,000
Utilities - $15,000
Lawn care, maintenance, cleaning, etc. - $15,000
Miscellaneous supplies - $5,000

Lawn care, maintenance, and cleaning figures are variable based on final design and construction. These are services that we expect will be supplied directly by the City, so it would be worthwhile to vet the estimates with City staff based upon your contracts and staff costs.

Contracted Services for CAPA - $20,000
See the separate MOU for a list of services to be provided by CAPA.