



ORDINANCE O-19-2025

AN ORDINANCE TO APPROVE THE FINAL PLAT AND ACCEPT RIGHT-OF-WAY DEDICATION FOR GANTON PARKWAY WEST PHASE 3B AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, an application to approve the final plat for Ganton Parkway West phase 3B has been submitted by the City of New Albany; and

WHEREAS, the city will be the recipient (grantee) of the right-of-way dedication of approximately 5.356 acres; and

WHEREAS, the New Albany Planning Commission, after review in a public meeting on April 21, 2025, recommended approval of the Final Plat; and

WHEREAS, the city engineer certifies that Ganton Parkway West phase 3B 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 to create Ganton Parkway West phase 3B extension, attached to this ordinance as Exhibit A and made a part herein, is approved.

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: 04/25/2025

Introduced: 05/06/2025

Revised:

Adopted:

Effective:

GANTON PARKWAY WEST DEDICATION PHASE 3B

Exhibit A - O-19-2025

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO
UNITED STATES MILITARY DISTRICT SURVEY
LOT #6 & LOT #11, QTR. TWP. 4W, R16W, T2N

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF NEW ALBANY, BEING IN THE UNITED STATES MILITARY DISTRICT SURVEY, LOT #6 AND LOT #11, QUARTER TOWNSHIP 4 WEST, RANGE 16 WEST, TOWNSHIP 2 NORTH, CONTAINING 3.333 ACRES, MORE OR LESS, BEING A PART OF A ORIGINAL 177.497 ACRE TRACT AS CONVEYED TO MBJ HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT 201608070105494, ALSO BEING A PART OF A ORIGINAL 8.000 ACRE TRACT AS CONVEYED TO MBJ HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INST. 20230410023945, ALSO BEING A PART OF A ORIGINAL 2.350 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INSTRUMENT NUMBER 201409300193311, ALSO BEING A PART OF A ORIGINAL 4.321 ACRE TRACT AS CONVEYED TO MBJ HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT 202409160098361, ALSO BEING A PART OF A ORIGINAL 22.241 ACRE TRACT AS CONVEYED TO AUGEN INC., A DELAWARE CORPORATION IN INSTRUMENT 202412170125189. RECORDERS OFFICE, FRANKLIN COUNTY, OHIO, ALSO SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF NEW ALBANY, BEING IN THE UNITED STATES MILITARY DISTRICT SURVEY, LOT #11, QUARTER TOWNSHIP 4 WEST, RANGE 16 WEST, TOWNSHIP 2 NORTH, CONTAINING 1.000 ACRES, MORE OR LESS, BEING PART OF A ORIGINAL 12.000 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INSTRUMENT NUMBER 202312100294757, BEING A PART OF A ORIGINAL 0.860 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INSTRUMENT 20201020007026, BEING A PART OF A ORIGINAL 10.980 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INSTRUMENT 20140120009721, BEING A PART OF A ORIGINAL 0.860 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INSTRUMENT 20200119007238, ALSO BEING A PART OF A ORIGINAL 1.000 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INST. 202309190087521, ALSO BEING A PART OF A ORIGINAL 1.000 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INST. 202001190082888, ALSO BEING A PART OF A ORIGINAL 1.000 ACRE TRACT AS CONVEYED TO THE NEW ALBANY COMPANY, LLC, IN INST. 201902110024113. RECORDERS OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED, OWNER OF THE LANDS PLOTTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "GANTON PARKWAY WEST DEDICATION PHASE 3B" AND DOES HEREBY ACCEPT THIS PLAT OF THE SAME AND DEDICATES TO PUBLIC USE, AS SUCH, ALL OF GANTON PARKWAY AND BARRETT ROAD SHOWN HEREON AND NOT HERETOFORE DEDICATED.

SOURCE DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDERS OFFICE, FRANKLIN COUNTY, OHIO

IRON PINS

WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A 2" ALUMINUM CAP INSCRIBED "CITY OF NEW ALBANY RIGHT-OF-WAY, P.S. #124".

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE OHIO COUNTY COORDINATE SYSTEM (CUSTOM O.D.O.T. FRANKLIN COUNTY LDP), NAD83 (2011), EPOCH 2010. SAID BEARINGS ORIGINATED FROM FIELD GPS OBSERVATIONS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK (ODOT RTN). THE PORTION OF THE CENTERLINE OF GANTON PARKWAY, HAVING A BEARING OF S89°43'33"E AND MONUMENTED AS SHOWN HEREIN, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

BASIS OF STATIONING

THE STATIONING SHOWN ON THIS PLAT ARE BASED ON THE PUBLIC ROADWAY IMPROVEMENT CONSTRUCTION PLANS FOR "GANTON PARKWAY WEST PHASE 2" CITY OF NEW ALBANY, FRANKLIN COUNTY, LICKING COUNTY, OHIO.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNED ON THIS PLAT AS "UTILITY AND STREETSCAPE EASEMENT". UTILITY AND STREET-SCAPE EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE, THE CONSTRUCTION, OPERATION AND MAINTENANCE OF BICYCLE AND PEDESTRIAN PATHWAYS, AND LANDSCAPING. EASEMENT AREAS SHOWN HERE ON OUTSIDE OF THE PLATTED AREA ARE WITHIN LANDS OWNED BY THE UNDERSIGNED AND EASEMENTS ARE HEREBY RESERVED THEREIN FOR THE USES AND PURPOSES EXPRESSED HEREIN.

THIS EASEMENT IS PERMITTED FOR USE FOR PRIVATE AND/OR PUBLIC UTILITIES AT THE CITY'S SOLE DISCRETION AND APPROVAL. IN THE EVENT THE CITY PERMITS THE INSTALLATION OF A PRIVATE AND/OR PUBLIC UTILITY WITHIN THE EASEMENT, IT MAY DICTATE THE MEANS AND METHOD OF INSTALLATION OF THE UTILITY. THE CITY SHALL HAVE FINAL APPROVAL OF THE LOCATION AND ALIGNMENT OF ANY UTILITY INSTALLED WITHIN THE EASEMENT. THE UTILITY SHALL NOT BEGIN ANY CONSTRUCTION AND/OR INSTALLATION UNTIL IT HAS RECEIVED WRITTEN PERMISSION FROM THE CITY TO COMMENCE AND/OR ANY RESTRICTIONS, OR OTHER REQUIREMENTS MAY REQUIRE THE REMOVAL OF ANY IMPROPERLY INSTALLED UTILITY.

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

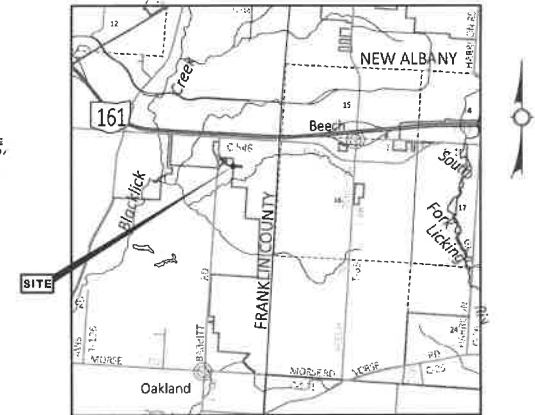
APPROVED THIS _____ DAY OF _____, 20____, _____ CHAIRPERSON, PLANNING COMMISSION NEW ALBANY, OHIO

APPROVED THIS _____ DAY OF _____, 20____, _____ FINANCE DIRECTOR, NEW ALBANY, OHIO

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____, BY ORDINANCE NO. _____, WHEREIN ALL OF GANTON PARKWAY AS SHOWN HEREON ARE ACCEPTED AS SUCH BY THE CITY OF NEW ALBANY, OHIO.

TRANSFERRED THIS _____ DAY OF _____, 20____, _____ AUDITOR, FRANKLIN COUNTY, OHIO

FILED FOR RECORD THIS _____ DAY OF _____, 20____, _____ RECORDER, FRANKLIN COUNTY, OHIO AT _____ FEE _____



VICINITY MAP
SCALE: NTS

SITE STATISTICS

TOTAL RW AREA: 5.897 ACRES
BEING OUT OF FRANKLIN COUNTY AUDITOR'S PARCEL NUMBER
222-004684-00 (0.959 ACRES); 222-004685-00 (2.735 ACRES);
222-004686-00 (0.448 ACRES); 222-004687-00 (0.319 ACRES);
222-002008-00 (0.331 ACRES); 222-000497-00 (0.213 ACRES);
222-002826-00 (0.081 ACRES); 222-002830-00 (0.034 ACRES);
222-002824-00 (0.108 ACRES); 220-000728-00 (0.176 ACRES);
220-001538-00 (0.152 ACRES); AND 220-000812-00 (0.112 ACRES)

FLOOD DESIGNATION

BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 3904020006, WITH AN EFFECTIVE DATE OF JUNE 17, 2006 IN FRANKLIN COUNTY, OHIO. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

WETLAND NOTE

NO DETERMINATION HAS BEEN MADE BY THE BUILDING AND ZONING SERVICES DEPARTMENT, CITY OF NEW ALBANY, AS TO WHETHER THE AREA PROPOSED TO BE PLATTED CONTAINS AREAS THAT COULD BE CLASSIFIED AS WETLANDS BY THE ARMY CORPS OF ENGINEERS. IT IS THE DEVELOPER'S RESPONSIBILITY TO DETERMINE WHETHER WETLANDS EXIST ON SITE. THE CITY OF NEW ALBANY APPROVAL OF THE FINAL PLAT DOES NOT IMPLY ANY APPROVAL FOR THE DEVELOPMENT OF THE SITE AS IT MAY PERTAIN TO WETLANDS.

CERTIFICATION

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

CARPENTER MARTY TRANSPORTATION, INC.

BY KEVIN P. CARPENTER, P.E., P.S. DATE
REG. NO. 8124

GANTON PARKWAY WEST
DEDICATION PHASE 3B

PLAN PREPARED BY: ANH
CHECKED BY: MFC

**CARPENTER
MARTY** transportation
6612 SHILOH TREE DR., COLUMBUS, OH 43231
614.666.2424 • COLUMBUS, OH

SCALE: NTS
DATE: APRIL 15, 2025

SHEET: 1/3
JOB NO. 2 (174111)C01

GANTON PARKWAY WEST DEDICATION PHASE 3B

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO
UNITED STATES MILITARY DISTRICT SURVEY
LOT #6 & LOT #11, QTR. TWP. 4W, R16W, T2N

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

MBJ HOLDINGS LLC

BRENT B. BRADBURY, TREASURER

STATE OF OHIO
COUNTY OF FRANKLIN ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,
BY BRENT B. BRADBURY, THE AUTHORIZED REPRESENTATIVE OF THE MBJ HOLDINGS LLC, A DELAWARE
LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY. THIS IS AN
ACKNOWLEDGMENT CERTIFICATE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER
WITH REGARD TO THE NOTARIAL ACT.

NOTARY PUBLIC FOR _____
MY COMMISSION EXPIRES: _____

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

AMGEN INC., A DELAWARE CORPORATION

FEDERICO DE FELICE, EXECUTIVE DIRECTOR

STATE OF OHIO
COUNTY OF FRANKLIN ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,
BY FEDERICO DE FELICE, EXECUTIVE DIRECTOR OF THE AMGEN INC., A DELAWARE CORPORATION,
ON BEHALF OF SAID GOVERNMENTED ENTITY. THIS IS AN ACKNOWLEDGMENT CERTIFICATE. NO OATH
OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THE NOTARIAL ACT.

NOTARY PUBLIC FOR _____
MY COMMISSION EXPIRES: _____

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

THE NEW ALBANY COMPANY LLC, A
DELAWARE LIMITED LIABILITY COMPANY

PEGGY W. UGLAND, AUTHORIZED MEMBER OF
THE NEW ALBANY COMPANY LLC

STATE OF OHIO
COUNTY OF FRANKLIN ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,
BY PEGGY W. UGLAND, THE AUTHORIZED REPRESENTATIVE OF THE NEW ALBANY COMPANY LLC, A
DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY. THIS IS AN
ACKNOWLEDGMENT CERTIFICATE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER
WITH REGARD TO THE NOTARIAL ACT.

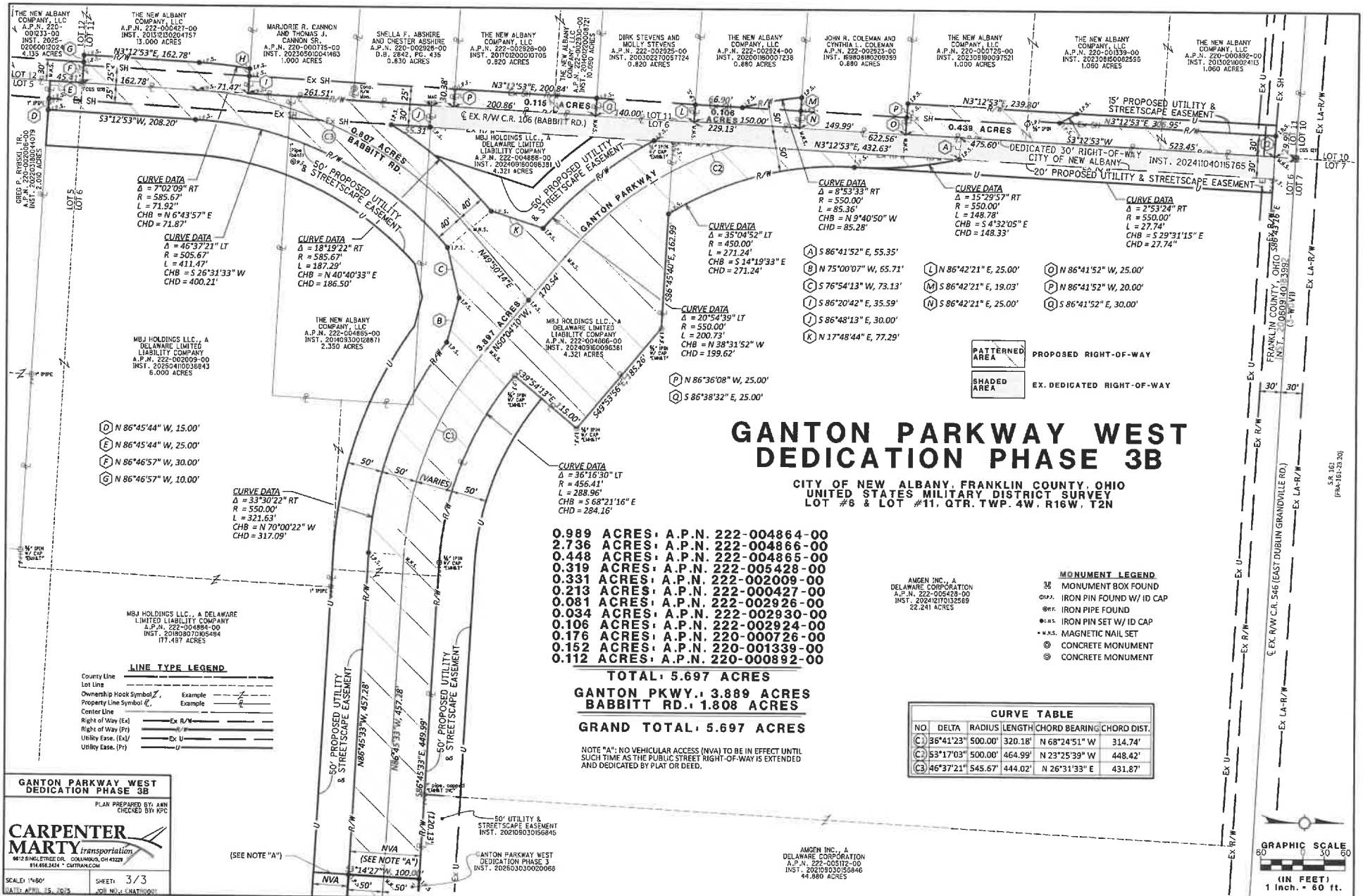
NOTARY PUBLIC FOR _____
MY COMMISSION EXPIRES: _____

GANTON PARKWAY WEST
DEDICATION PHASE 3B

PLAN PREPARED BY: AMN
CHECKED BY: APC

**CARPENTER
MARTY** transportation
1012 SINGLETREE DR., COLUMBUS, OH 43229
614.862.2004 • CARTMAN.COM

SCALE: NTS
DATE: APRIL 15, 2015
SHEET: 2/3
2018 W.D. CHATFIELD





ORDINANCE O-20-2025

AN ORDINANCE TO AUTHORIZE SUBMISSION TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS OF A MUNICIPAL PETITION FOR ANNEXATION OF 53.795 +/- ACRES FROM PLAIN TOWNSHIP TO THE CITY OF NEW ALBANY AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany owns a 53.795 +/--acre parcel at 7839 Bevelhymer Road in Plain Township, which land is currently not within the City of New Albany; and

WHEREAS, Section 719.16 of the Ohio Revised Code allows municipalities to petition the board of county commissioners to annex contiguous territory owned only by the municipality, a county, or the State; and

WHEREAS, authorization by council, by ordinance, is required under Section 709.14 of the Ohio Revised Code to submit a municipal annexation petition to the Franklin County Board of Commissioners for annexation of this city-owned land to the City of New Albany; and

WHEREAS, council finds that annexation of the city-owned land will provide for operational effectiveness and improved taxpayer oversight of city assets; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reasons that this ordinance is required to be immediately effective to meet time requirements and facilitate the Joint Park Department's development of the future fieldhouse site.

WHEREAS, the 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 city manager is hereby authorized to sign and submit a municipal petition for annexation of the contiguous city-owned land at 7839 Bevelhymer Road, consisting of 53.795 +/- acres, more or less (220-001355) ("the Petition"), to the Franklin County Board of Commissioners, pursuant to Sections 719.13 - 719.21 of the Ohio Revised Code.

Section 2. The city manager is hereby further authorized to perform all acts and execute all documents as may be required by Franklin County during the annexation process.

Section 3. In accordance with Section 709.14 of the Ohio Revised Code, the law director is hereby appointed as agent for the city, with full power and authority to prosecute the proceedings necessary to effect the annexation, and with all powers and authority set forth in the petition.

Section 4. For the reasons stated herein, council hereby declares an emergency and waives the 30-day referendum period.

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 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(B) of the charter of the City of New Albany, this ordinance shall be 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: 05/09/2025

Introduced: 05/20/2025

Revised:

Adopted:

Effective:



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
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

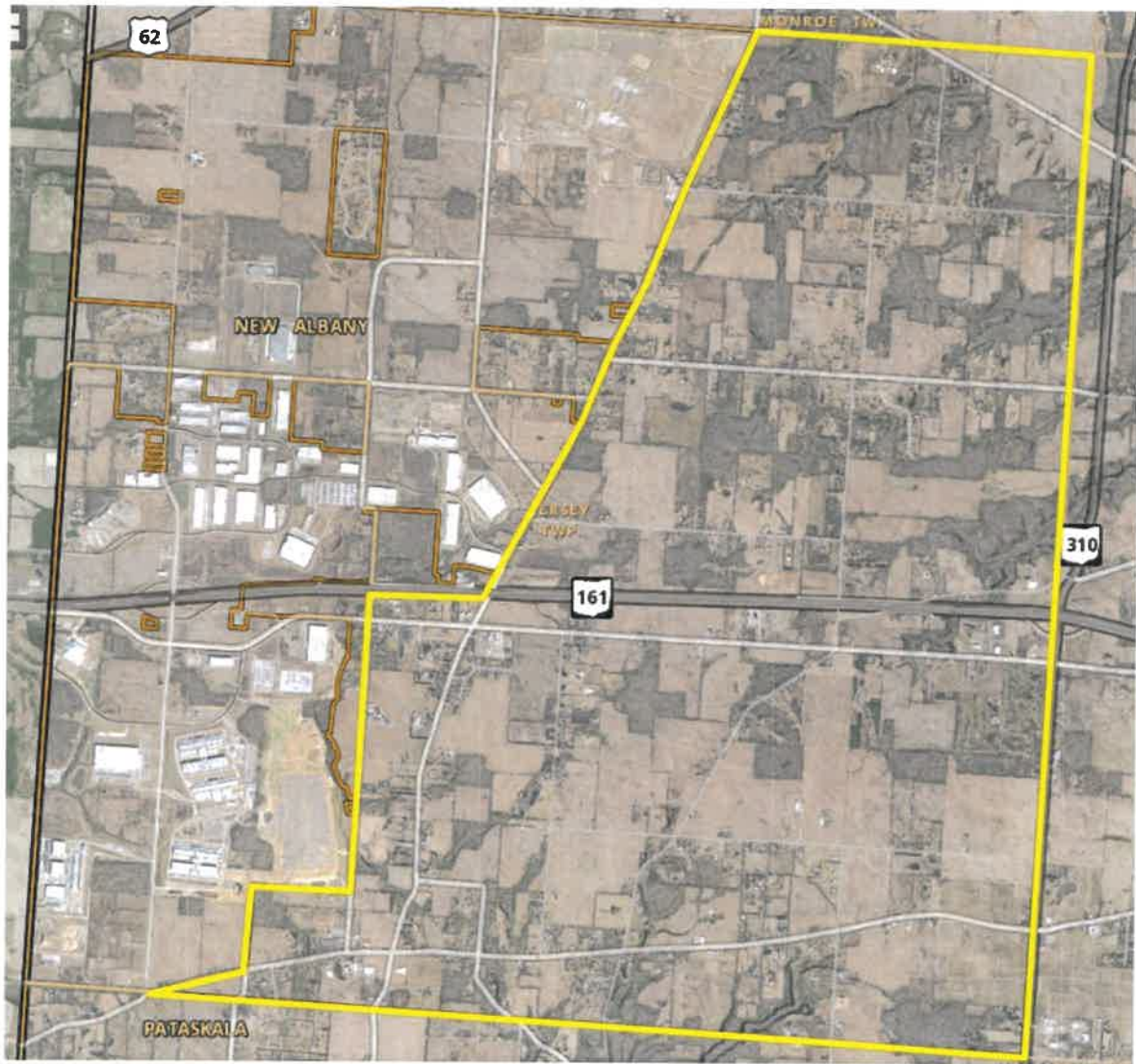
streetscape improvements in conjunction with and along the roadway improvements described above.

- 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

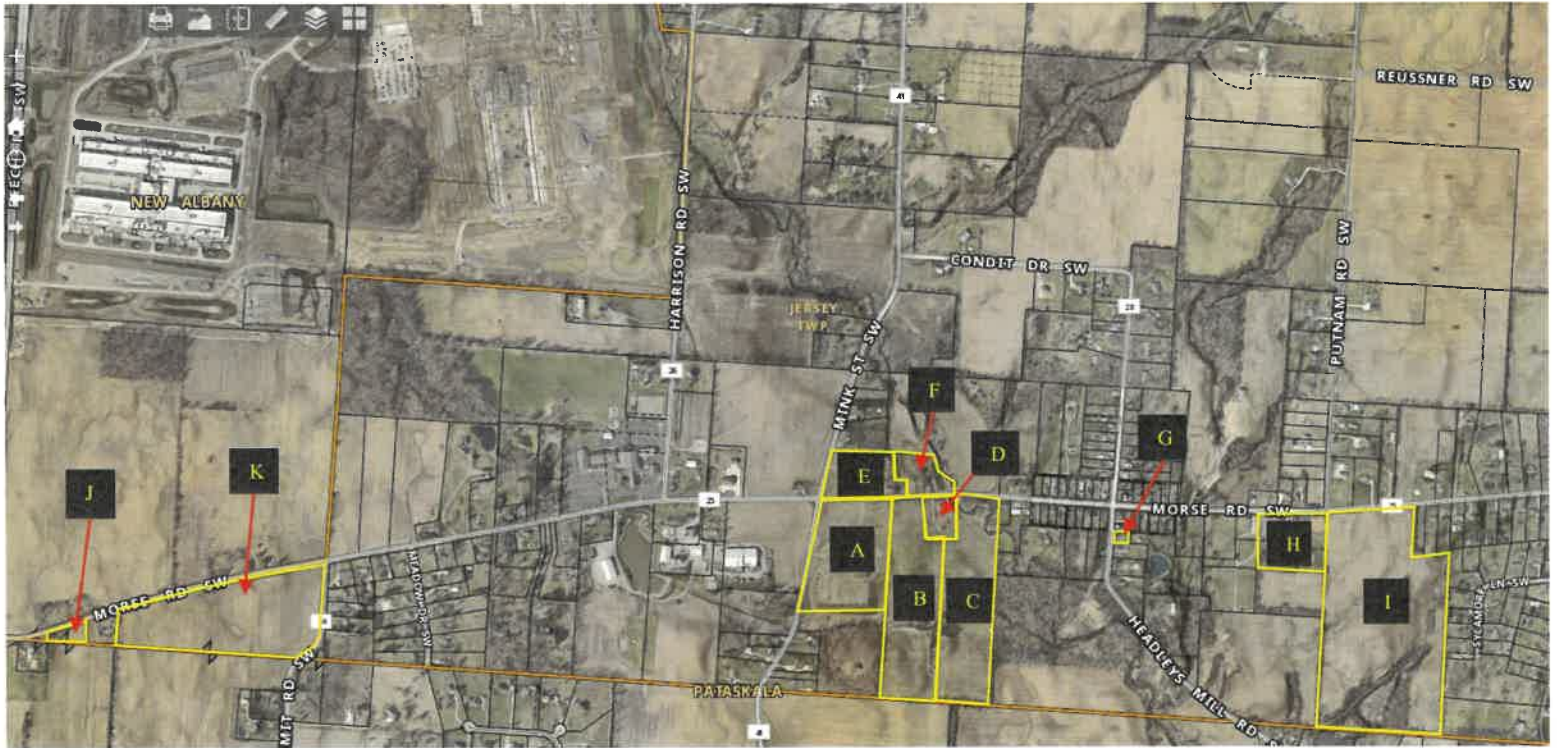
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio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

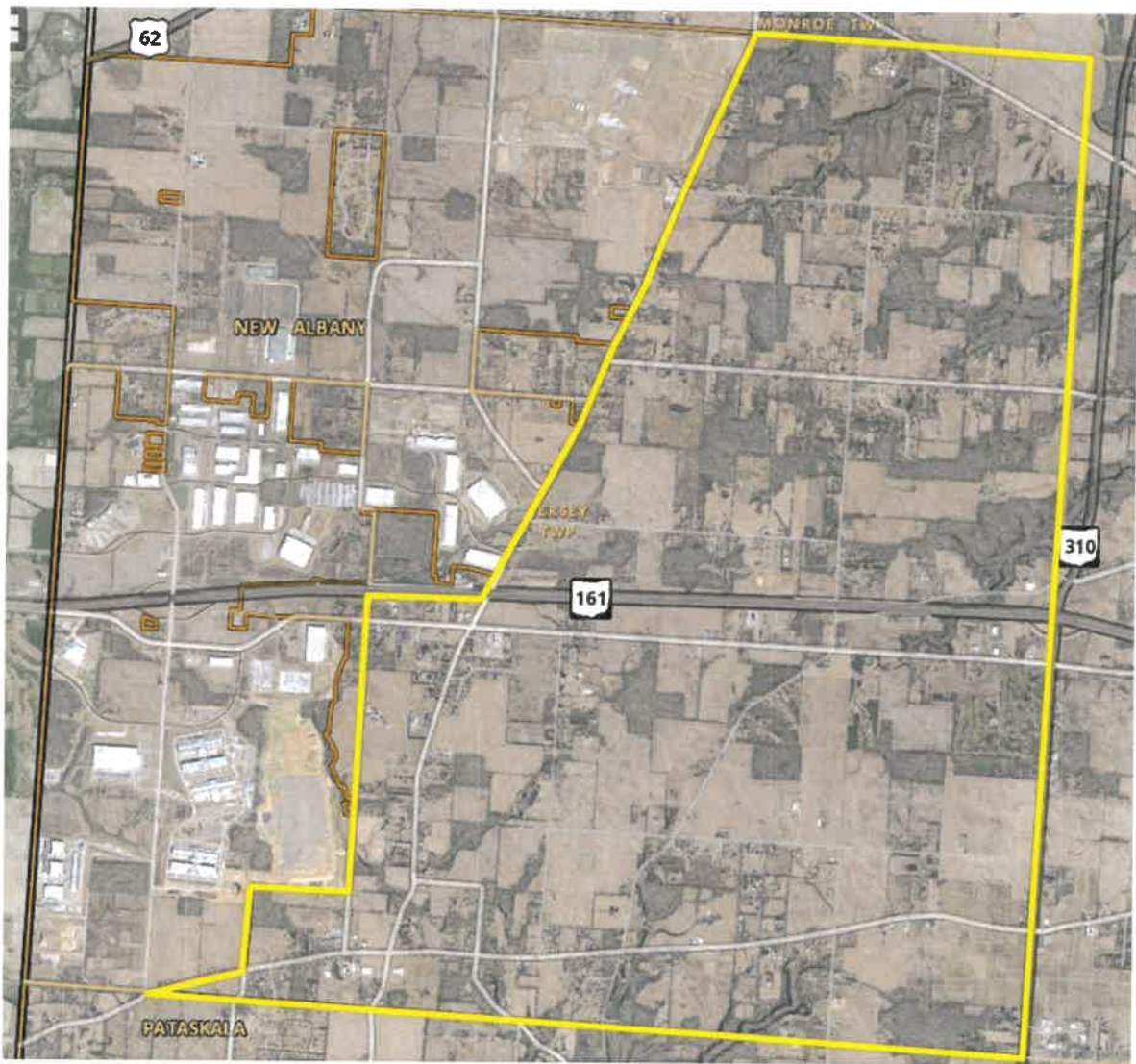
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

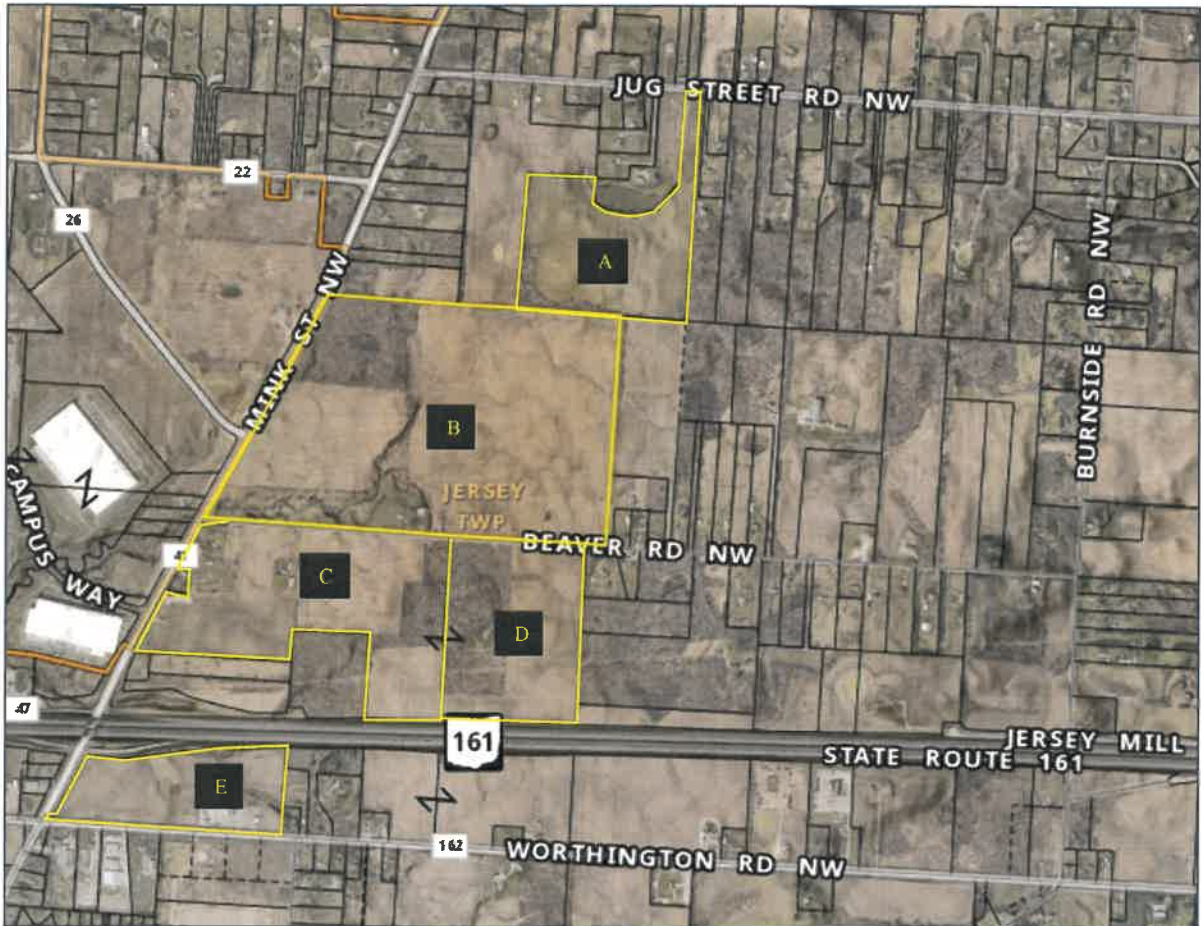
The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2025 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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

Dated: _____, 2025

EXHIBIT A to JEDD

JEDD Area



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

Parcel ID	Owner	Parcel number	Acreage
A	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.

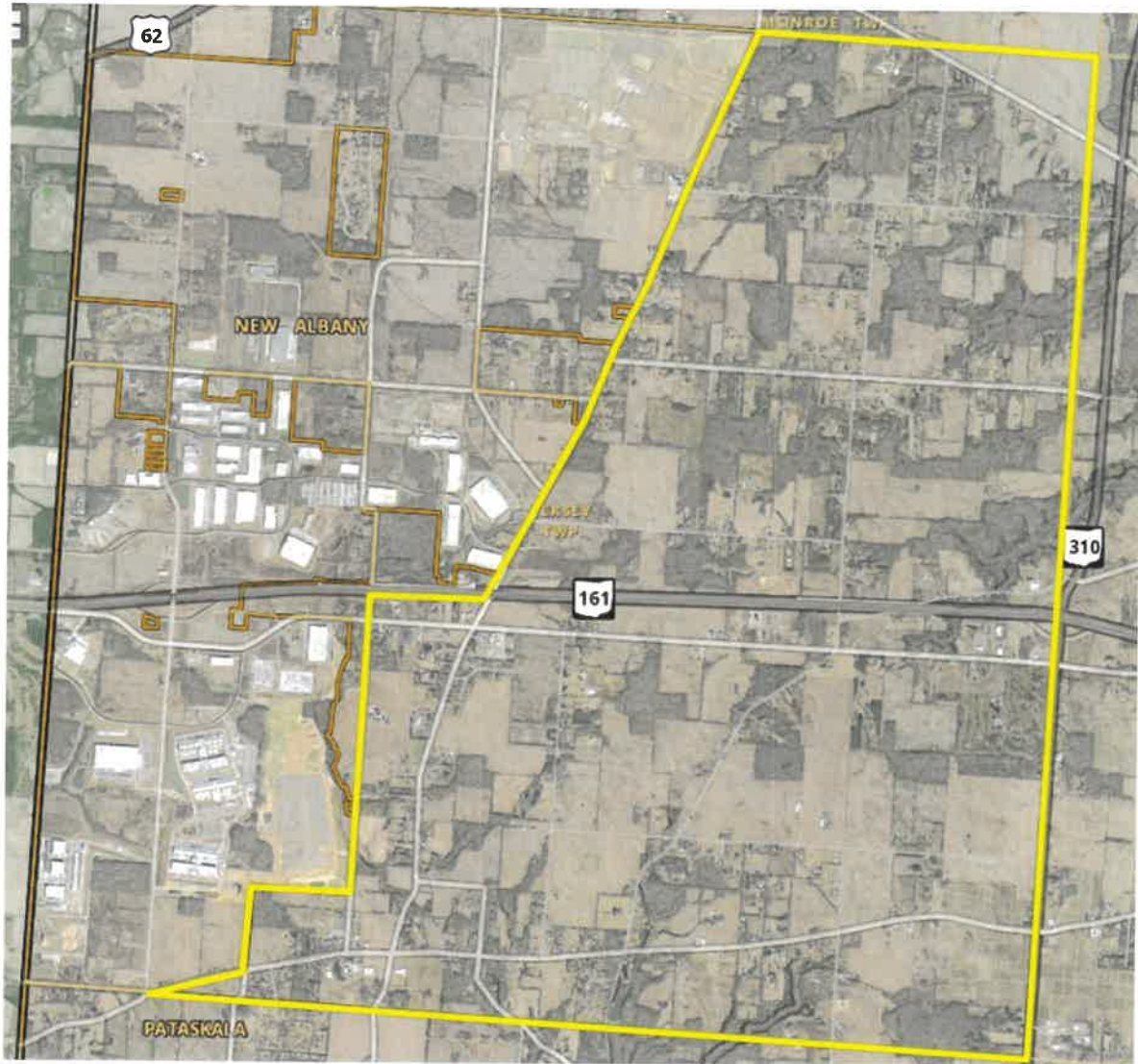
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the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





RESOLUTION R-18-2025

A RESOLUTION TO APPROVE, ADOPT AND INCORPORATE THE US-62 INTERCHANGE FOCUS AREA PLAN INTO THE 2021 ENGAGE NEW ALBANY STRATEGIC PLAN, AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, council of the City of New Albany has established a strategic plan to guide land use, infrastructure development and economic impact; and to provide a guideline to establish goals, objectives and strategies related to the development of the City of New Albany, and adopted it by Resolution R-08-2021 on March 16, 2021; and

WHEREAS, New Albany has updated its strategic plan to respond to changing conditions and priorities that resulted from the city's continued growth, and the strategic plan is based on community input and sound planning principles designed to improve quality of life, address community needs, and protect investment for the long term; and

WHEREAS, a 22-member steering committee guided the planning process and included representatives from city council, planning commission, several neighborhoods within the planning area or adjacent to it, businesses within the planning area, and government agencies; and

WHEREAS, in addition to the guidance from the steering committee, a vast amount of public engagement informed the findings and recommendations of the plan that included 1,500 public comments, over 400 attendees at three public workshops, and 518 survey responses; and

WHEREAS, the planning commission reviewed and recommended approval of the US-62 Interchange Focus Area Plan and its incorporation into the 2021 Engage New Albany Strategic Plan during their public meeting on May 5, 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 adopts the incorporation of the US-62 Interchange Focus Area Plan into the 2021 Engage New Albany Strategic Plan as presented to council and as attached hereto as 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(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: 05/09/2025

Introduced: 05/20/2025

Revised:

Adopted:

Effective:

ENGAGE NEW ALBANY

You're part of the plan

US-62 INTERCHANGE

Focus Area Plan

Spring 2025

DRAFT



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INTRODUCTION

INTRODUCTION

PLAN PURPOSE

The US-62 Interchange Focus Area Plan is a focused land use plan for a 573-acre study area north of OH-161. This plan is an addendum to the city strategic plan, Engage New Albany. The city strategic plan was adopted in 2021 and is updated when necessary to respond to changing conditions and priorities. The city has done addendums to the strategic plan every two years since its adoption in 2021. Each planning effort is built around community input and sound planning principles designed to improve the community's quality of life and protect long-term investments. Since its adoption, the city has taken proactive steps to pursue projects and additional planning initiatives that integrate recommendations set forth by Engage New Albany. This is one of several Focus Area plans stemming from the strategic plan that zoom into key areas in the city to set clear development goals and principles.

The US-62 Interchange Focus Area Plan is a key policy guide for city council, boards and commissions, and staff as they evaluate future land use and development along this important corridor in the city. Similar to the strategic plan, this plan will also provide focused recommendations for character, scale, location, and extent of public investments and private development throughout the study area.

The US-62 Interchange Focus Area Plan ultimately ensures that the city's community pillars - life-long learning, health and wellness, arts and culture, and sustainability - are prioritized in every corner of the city.

Why is this plan important?

Residents have expressed concern over the development trends in the city's transitional areas and along major roadway

corridors, stressing the importance of quality commercial offerings, safety improvements, and consistent development character that aligns with the rest of New Albany. US-62 has always been a major roadway that connects New Albany to other communities, and continues to be a corridor of focus to the City, ODOT, and neighboring jurisdictions. As regional economic development continues to unfold within and surrounding the community, the US-62 corridor and adjacent residential areas have seen significant growth and development pressure. The US-62 Interchange Focus Area Plan captures one of these dynamic areas and allows for the city to reassess development energy, consider new strategies since the adoption of the strategic plan, and prepare for future changes.

This Focus Area is confronted with several key challenges and opportunities due to its location and the greater context of the surrounding area:

- **Steady growth:** Primary highway access and the availability of previously underdeveloped land along US-62 led to the introduction of an auto-oriented commercial market in response to rising traffic volumes and employment uses in the surrounding area.
- **Pedestrian safety:** Multiple intersections in the Focus Area have experienced increases in daily traffic volumes over the last several years, leading to pedestrian safety concerns and strains on limited roadway infrastructure.
- **Impact on residential areas nearby:** Recent development interests have extended into transition areas, most notably along Bevelhymer Road, where commercial uses transition into

residential areas. As a result, residents and city officials have urged the re-evaluation of the Focus Area's long-term planning outcomes.

- **Development potential:** Several large-acre parcels remain undeveloped along Walton Parkway, while interest continues to rise for additional commercial and accommodation uses that complement the existing development pattern along US-62. These parcels were previously owned by corporate headquarters for potential expansion, but is now back on the market for development since the Covid-19 pandemic, which had significant impacts on the office market within and surrounding the Focus Area.
- **Community priorities:** The community expressed an overall dissatisfaction with the current mix of suburban, auto-oriented uses in the Focus Area. Engagement throughout the planning process identified that residents want to depart from the existing development pattern and create a more meaningful, intentional mix of retail and commercial offerings that better align with the character and charm found throughout New Albany. However, current market realities and demand pressures within and surrounding New Albany indicate that the current mix of auto-oriented commercial uses are well supported and in high-demand. Strategic placemaking and land use interventions are necessary to successfully generate a shift in the real estate market to a preferred retail and commercial environment.
- **Recreation opportunities:** The Kitzmiller Wetland Park is a planned, city-owned park within the Focus Area that presents opportunities to provide additional open space, recreation, and trail connectivity to residents. It can also serve as an anchor for future public and private investment into streets, leisure trails, and development along US-62 that aligns with the community's aspirations for this area.

PROCESS

Under the direction of the New Albany Community Development Department, an internal Working Group led by the planning, urban design, and landscape architecture firm, MKSK, oversaw the planning process with regular input and plan guidance from a Steering Committee composed of representatives of the city, neighborhoods, businesses, government agencies, community groups, and local institutions.

The planning process was broken into three phases, each of which included at least one meeting with the Steering Committee. The internal Working Group, in collaboration with the Steering Committee, hosted three Community Workshops at key points in the planning process. These engagement efforts were supported by online surveys and interactive tools to ensure a thorough and inclusive process.

Market Study Integration

A market study for the Focus Area and the city's Primary Market Area (PMA) guides this plan's future land use and development recommendations. The city's PMA consists of land areas generally within a 10-mile commute to the city. A market study is necessary because this Focus Area contains one of several commercial/retail areas within and surrounding the city. Recommendations concerning future commercial and retail land uses are guided by an analysis of the surrounding retail market landscape to ensure that decisions made within the Focus Area complement the existing commercial/retail offerings within the city and its PMA.

In addition to guiding recommendations for commercial and retail land uses, the study provides a comprehensive understanding of market realities, including demand and supply dynamics, emerging trends, and competitive pressures in the surrounding retail landscape. Furthermore, it incorporates insights gained through public engagement to identify community preferences and priorities. This dual focus ensures that

Study Area



strategies not only align with economic feasibility but also reflect the community's desires for a more curated mix of uses, such as boutique retail, sit-down dining, and entertainment.

The Market Study recommendations emphasize the need to shift the market toward achieving more community-driven aspirations while complementing and enhancing the existing commercial and retail offerings within the city and its PMA.

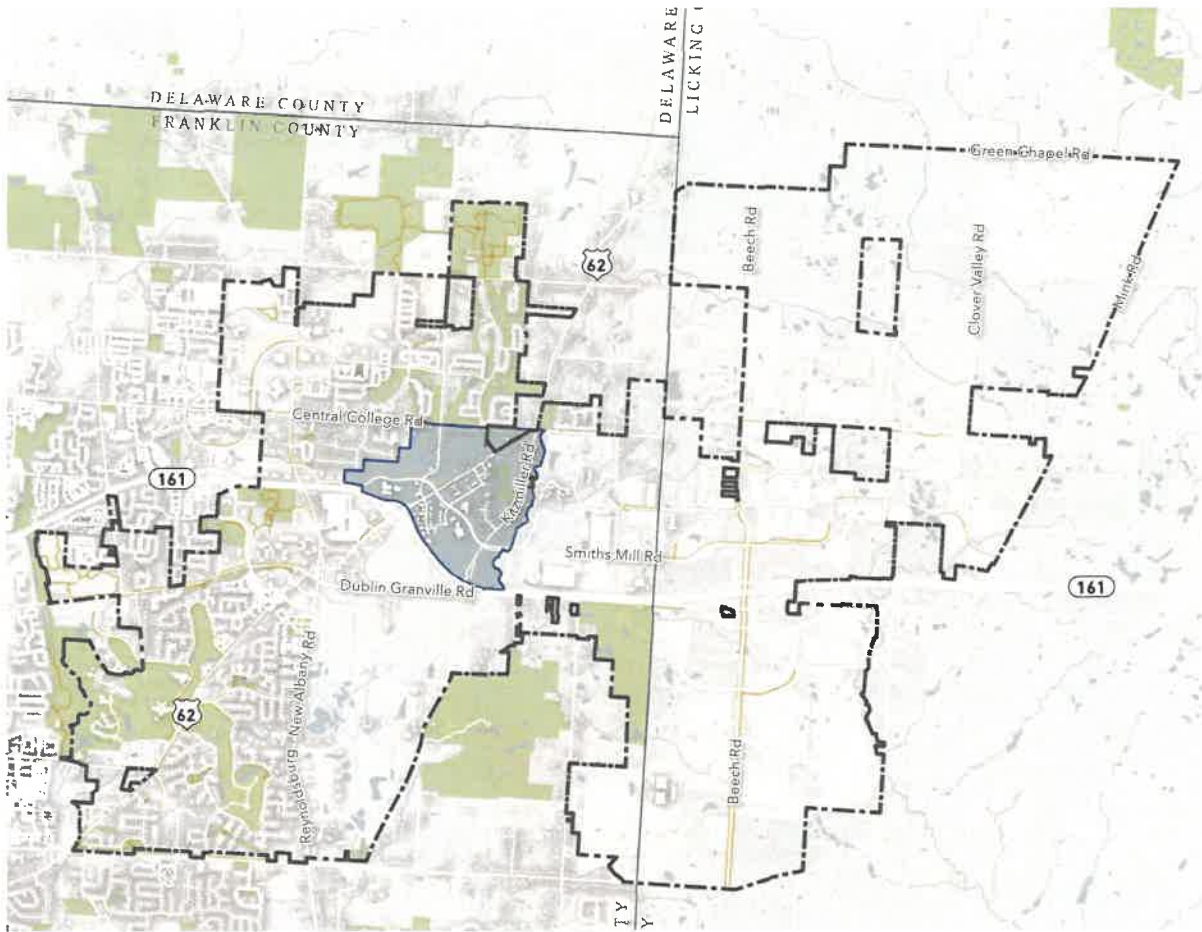
Legend

Plan Boundary	
Existing Leisure Trails	
Parks/Open Space	
Parcel Boundaries	

BACKGROUND

The Planning Team compiled existing conditions and research findings to help inform the planning process and guide conversations with residents. Many of the findings on the following pages were presented and discussed during the first Steering Committee meeting and the first Community Workshop. The general topics explored include the Focus Area's regional context, existing zoning and land use, local employment, mobility and transportation, parks, open space, and leisure trails.









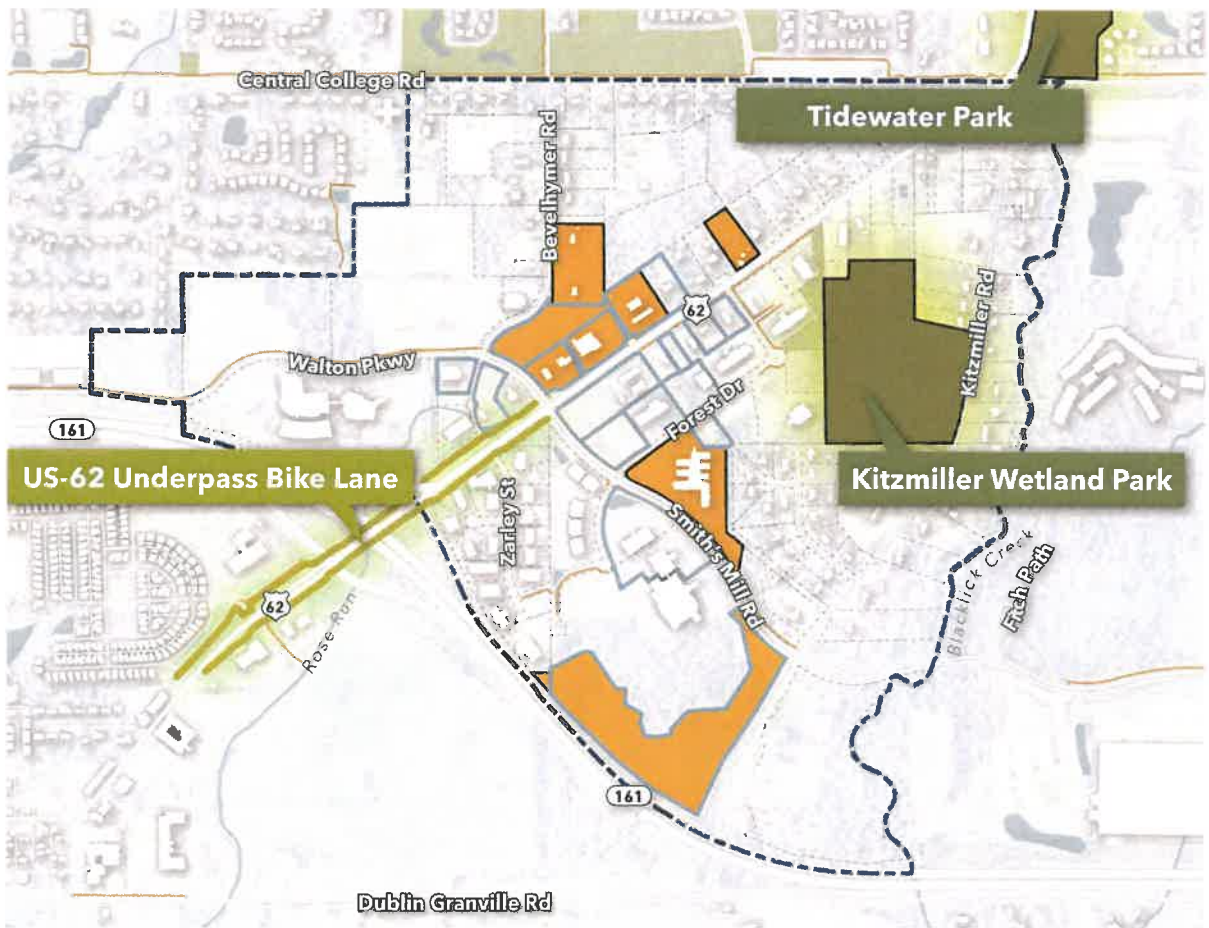
PLAN AREA CONTEXT

The Focus Area marks a significant transition into and out of the city's core, surrounding neighborhoods, and business districts. Several arterial and major collector roads converge onto the Focus Area, including Walton Parkway, Central College Road, Smith's Mill Road, Bevelhymer Road, and US-62. Residents frequently travel through the Focus Area to reach amenities like Bevelhymer Park, Rose Run Park, and the Village Center. Employees from the Walton Parkway and Smith's Mill Road Corridor commute through the Focus Area daily, in addition to regional traffic accessing OH-161 from the city of Johnstown heading southbound on US-62.

Legend

- Plan Boundary 
- Existing Leisure Trails 
- Parks/Open Space 
- City of New Albany Boundary 

Recent & Future Projects



RECENT & FUTURE PROJECTS

Given the level of daily traffic converging within the Focus Area, significant development activity has occurred over the last decade. The majority of approved developments and rezonings have occurred along US-62 and Forest Drive. Recently, development interest has shifted to Bevelhymer Road, marked by two non-residential rezoning applications.

The city recently completed construction of the US-62 Underpass bike path to provide a safer bike connection to and from the Village Center.

In addition to recent development activity, the 2022 Parks Framework Plan identified Kitzmiller Wetland Park and Tidewater Park as critical future investments within and adjacent to the Focus Area. These park investments would help fill citywide gaps in park access by foot or bike.

Legend	
Plan Boundary	
Approved Developments	
Rezoning	



US-62 Underpass Bike Lane



Sheetz, US-62



Planned Site for Tidewater Park



Aldi, US-62



Planned Site for Kitzmiller Wetland Park



Dunkin Donuts, US-62

EXISTING LAND USE

Land use describes the existing activities occurring on a parcel of land. Existing land uses do not reflect how the land is zoned, nor do they represent future land use recommendations or any preferred development patterns identified in this plan or related planning documents. Existing land uses are generally grouped into four categories displayed on the map on the following page: Residential/ Agriculture, Commercial /Industrial, Parkland, and Undeveloped/ Open Space. For simplification, medical and office land uses are categorized under Commercial/ Industrial. Undeveloped/Open Space indicate parcels where no buildings currently exist.

The Focus Area marks a significant transition in land use character and scale compared to nearby areas. Given its primary road connections, commercial land uses along US-62 are focused on automobile-oriented, quick services, and fast food-related businesses, serving not only local residents but also a regional commuter base traveling along OH-161. The Focus Area also marks a significant commercial/residential transition, where Bevelhymer and Kitzmiller Roads serve as a residential buffer between the non-residential uses along US-62, Walton Parkway, and Smith's Mill Road, and the surrounding residential neighborhoods north and west of the Focus Area.

Commercial/Industrial is the most common land use by land area in the Focus Area. This land use category includes medical uses like Mt. Carmel Health Campus, commercial and retail establishments along US-62, Zarley Industrial Park, and office uses along Walton Parkway.

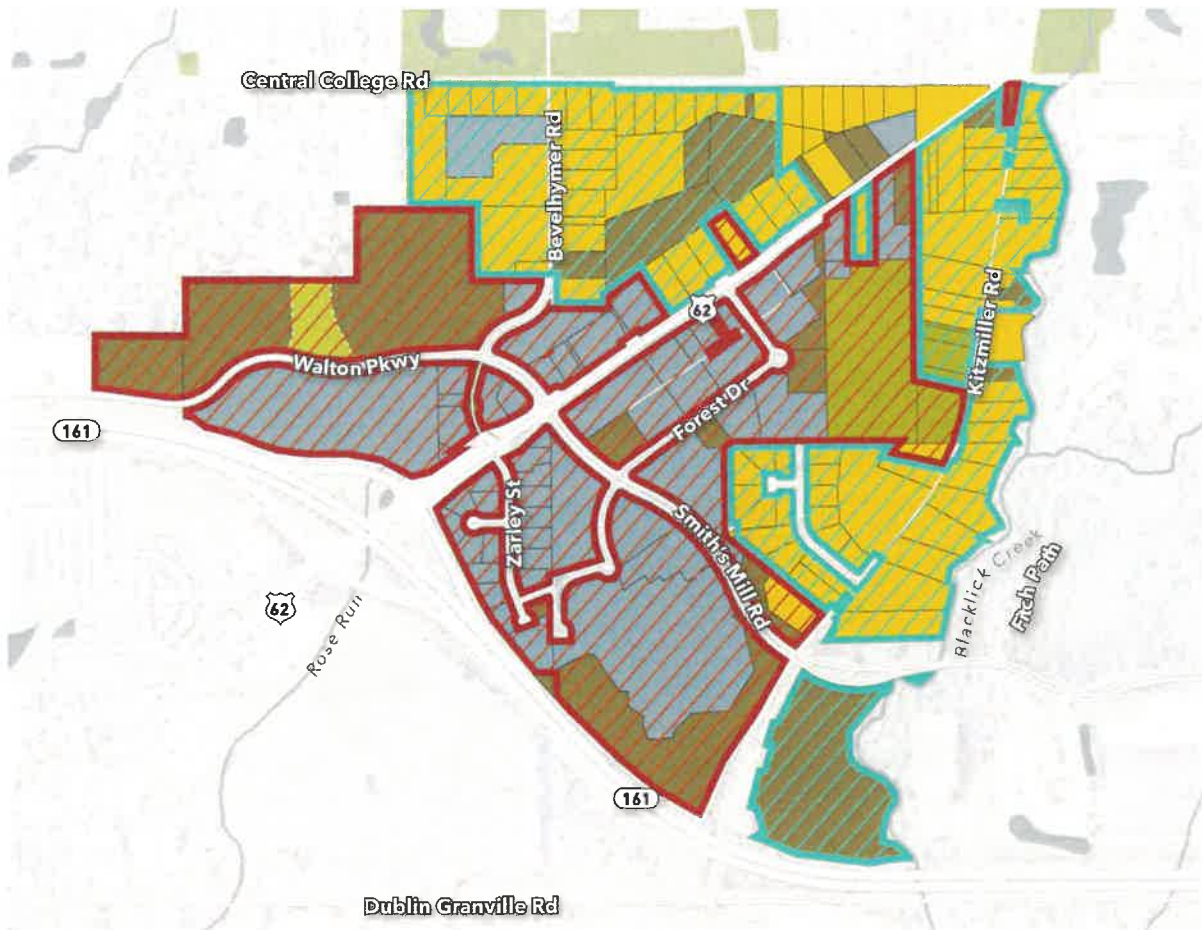
There are 208 acres of Residential/ Agriculture land uses in the Focus Area, situated along Kitzmiller Road, Bevelhymer Road, and Central College Road. Residential parcels along these roads are typically over 1 acre, un-subdivided, and were originally part of Plain Township. Plainview Country Estates is the only subdivision within the Focus Area.

Undeveloped/Open Space parcels make up 137 acres in the Focus Area. A significant portion of this acreage is made up of woodlots, naturally occurring open space, and wetlands. Parkland includes 28 acres of planned Kitzmiller Wetland Park.

Several major employment uses are directly east of the Focus Area along Walton Parkway, including the headquarters of Abercrombie & Fitch, the Personal Care & Beauty Campus, and AEP Ohio. The US-62 interchange is also a primary interchange for accessing the Village Center, the city's primary community and retail destination. West and north of the Focus Area are primarily made up of residential land uses, including the largest subdivision north of 161, the New Albany Links. Other notable subdivisions near the Focus Area include Tidewater, Saunton, Wentworth Crossing, and Upper Clarenton.

General zoning districts are included on the following page to illustrate how existing land uses are currently being regulated. Within these broad categories, specific zoning districts exist, such as Limited Industrial or General Employment. It is also important to note that existing parkland and open space are still permitted even if they are within a commercial or industrial zoning district.

Existing Land Use



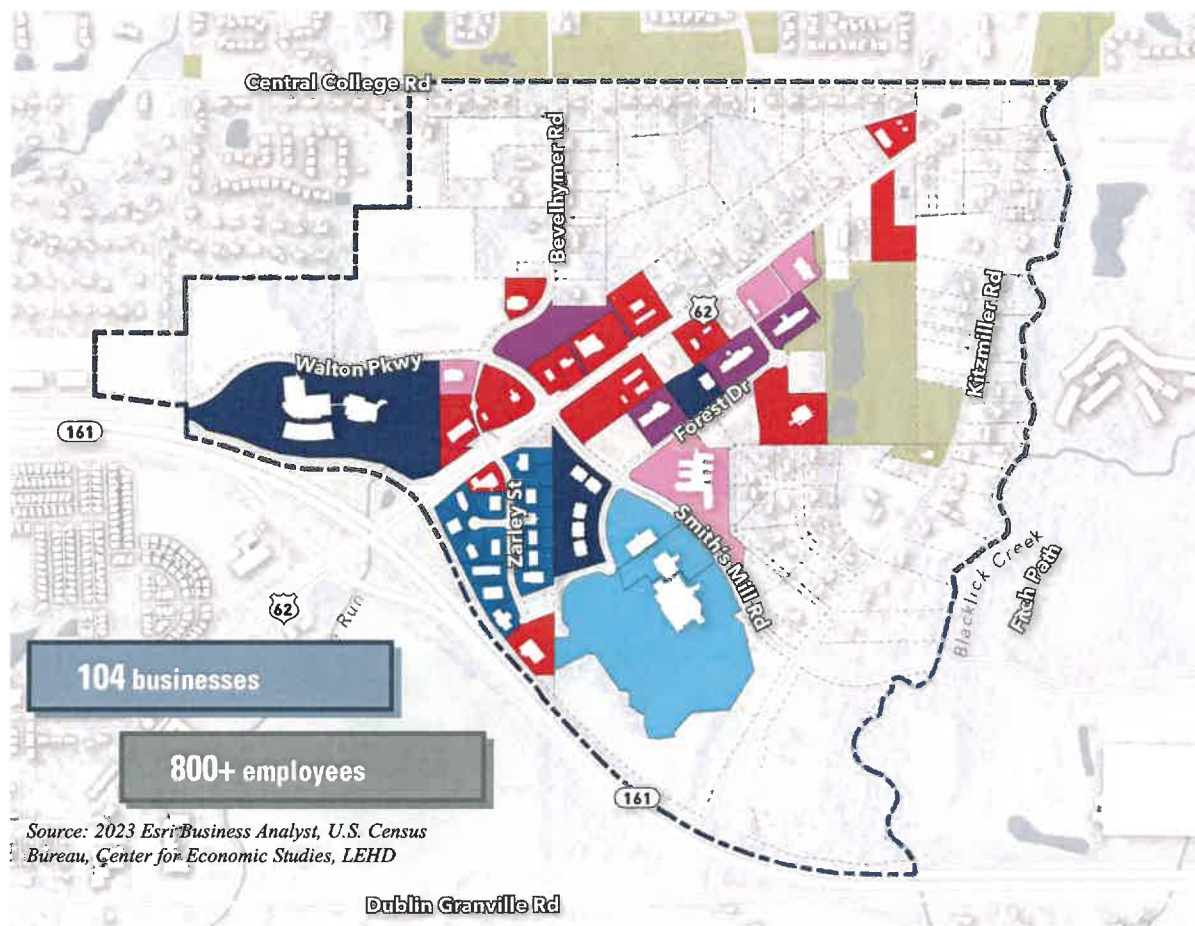
Legend

Existing Land Uses:

Residential/Agriculture (207.8 acres)	
Commercial/Industrial (295.9 acres)	
Undeveloped / Open Space (164.9 acres)	
Parkland	
City Easement	

General Zoning Districts:

Residential or Agricultural Districts	
Commercial or Industrial Districts	

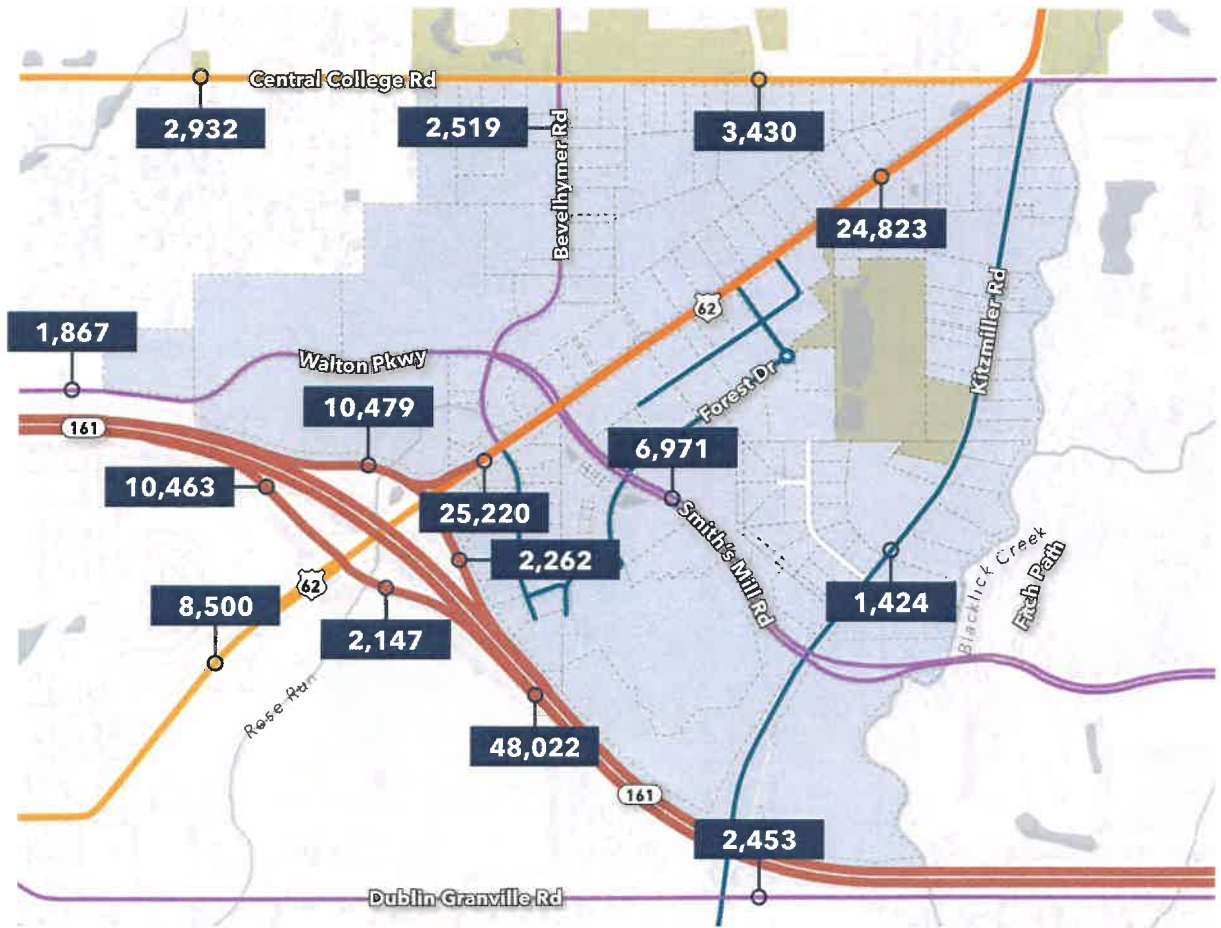


LOCAL ECONOMY & BUSINESSES

With a total of 104 businesses and over 800 employees, the Focus Area hosts a wide range of commercial, medical, office, retail, and industrial land uses. Commercial and retail uses are primarily fronting US-62, while hotel and accommodation uses have developed along Forest Drive and at the corner of Bevelhymmer Road and Walton Parkway. Several office headquarters are located along Walton Parkway, while Smith's Mill hosts a variety of medical offices, surgical and imaging centers, and other care-related uses. The Zarley Industrial Park is a unique business district in New Albany that accommodates small to medium-sized, light industrial businesses that require flex office, storage, and workshop facilities.

Legend	
Plan Boundary	
Office (29.4 acres)	
Commercial/Retail (36.4 acres)	
Flex Office/Industrial (15.2 acres)	
Medical (36.8 acres)	
Hotel (12.8 acres)	
Care-Related (17.0 acres)	

Existing Vehicular Network & AADT



EXISTING VEHICULAR NETWORK & AADT

The Focus Area's vehicular network is well connected to the rest of the city and regional destinations. However, average annual daily traffic numbers indicate that the segment of US-62 within the Focus Area experiences significantly higher daily traffic than the segment south of OH-161. This presents barriers for providing pedestrian oriented land uses and amenity offerings. In addition, Walton Parkway and Smith's Mill Road is a major east-west roadway in New Albany, providing commuter access to most of the business park. Traffic at the "five-points" intersection at US-62/Central College Road is likely to increase in the coming years as growth occurs within the business park. In 2024, ODOT began a separate US-62 planning process that studies the entire roadway segment from the Focus Area to Johnstown. The recommendations in this plan will be utilized by city officials to help inform ODOT's planning study and proposals for infrastructure improvements.

Legend

- Plan Boundary
- Interstate
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Road

Source: ODOT Transportation Data Management System, Esri Business Analyst, 2023



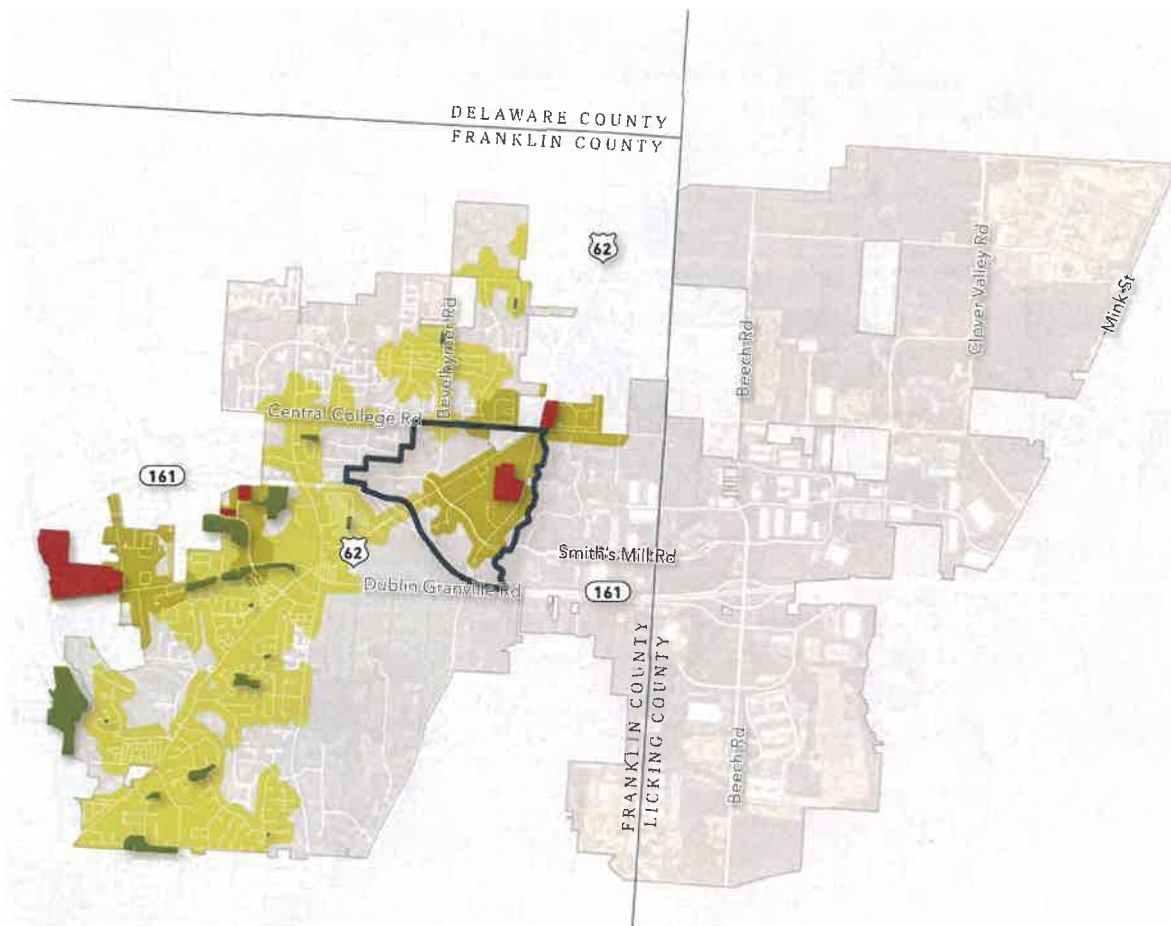
TRANSPORTATION

Through SmartRide New Albany, a partnership with Central Ohio Transit Authority (COTA) and the city, the New Albany Park and Ride is served by COTA Lines 35 and 45, which connect north Columbus, Easton Transit Center, and Downtown Columbus to New Albany. From there, the SmartRide Red and Blue Routes run seven days a week with stops that shuttle arrivals from Lines 35 and 45 to many corporate offices and other employment locations throughout New Albany. Previous planning initiatives have explored opportunities for transforming the New Albany Park and Ride into a mobility hub, providing residents with a more comprehensive range of mobility options. These enhancements typically include bike-share, EV charging stations, bike repair stations, and e-scooters to provide “first-mile, last-mile” mobility options.

Legend

Plan Boundary 

COTA Bus Lines 35 and 45 



EXISTING PARKS, OPEN SPACE, & LEISURE TRAILS

New Albany has invested over \$13 million in park improvements over the past five years, covering seven parks: Windsor, Sumption, Byington, James River, Lambton, Planters Grove, and Taylor Farm. However, there are currently no parks within the Focus Area, creating a significant gap in park access compared to other areas in the city. A walkshed analysis conducted in the 2022 Parks Framework Plan identified several gaps throughout the city. Taylor Farm Park has been the most significant addition to the city's parks and recreation offerings. Additionally, the study identified that the addition of Kitzmiller Wetland Park and Tidewater Park would fill existing gaps in park accessibility within the Focus Area.

Legend	
Focus Area Boundary	
City Boundary	
Existing Parks	
Future Parks	
Existing Parks 10-min Walkshed	
Future Parks 10-min Walkshed	

Planned Parks & Leisure Trails



PLANNED PARKS & LEISURE TRAILS

Multiple improvements have been proposed to enhance leisure trails and park access in the Focus Area. These improvements intend to leverage the recent bike path enhancements along US-62 that extend under the OH-161 underpass to link riders to the Village Center. The 2022 Parks Framework Plan proposed adding a leisure trail connection along Bevelhymer Road and Smith's Mill Road to bridge gaps in existing trail connections. Additionally, previous planning documents identified improvements to the Velo Loop along Walton Parkway, Smith's Mill Road, Kitzmiller Road, and Dublin Granville Road. The Velo Loop is designed as a dedicated bike path for intermediate bike riders.

Legend

Plan Boundary	
Parcel Boundaries	
Existing Parks/Open Space	
Planned Park	
City Easement	
Existing Leisure Trails	
Proposed Leisure Trails	
Proposed Velo Loop Cycle Track	
Proposed Sharrows	
Proposed Velo Loop Alternatives	

COMMUNITY ENGAGEMENT

A critical component of the US-62 Interchange Focus Area Plan and its long-term success is public engagement of the greater New Albany community. This process included the following groups and activities:

ENGAGEMENT APPROACH



Working Group

A team consisting of key city staff/administration that served as a direct day-to-day contact point for the Planning Team. The Working Group provided the first level of review for all work products.



Steering Committee

A group formed to guide and advise the Planning Team throughout the process. The Committee provided feedback and ideas to ensure that the plan's content reflected the values of stakeholders and the New Albany community.



Community Workshops

The Planning Team conducted three public workshops across the arc of the process to share the work process to-date, have discussions with attendees, and gather community feedback.



Project Webpage & Social Media

The Planning Team created a US-62 Interchange Focus Area Plan project webpage and facilitated a social media strategy to maximize the project's community outreach.



Online Surveys & Social Pinpoint

Steering Committee members and the community had opportunities to engage with interactive online surveys and mapping exhibits to provide detailed, place-oriented feedback on the planning process.

STEERING COMMITTEE

A project Steering Committee of 22 informed stakeholders was formed to help guide this planning process. This Steering Committee included representatives from city council, Planning Commission, neighborhoods, businesses, community groups, institutions, and government agencies. The planning team met four times throughout the project.

Steering Committee Meetings:

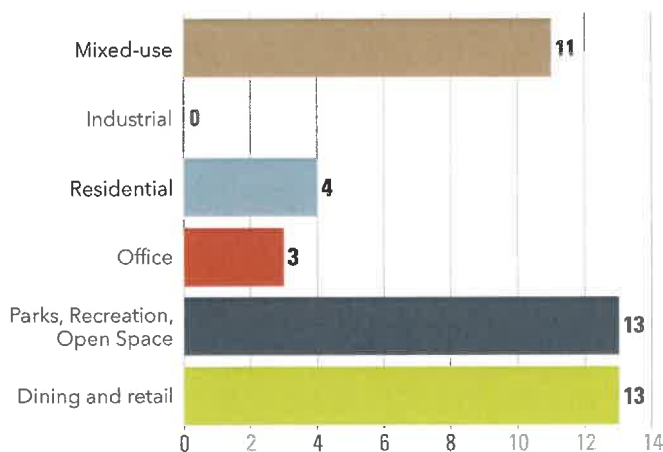
- April 23, 2024: Steering Committee #1
- July 23, 2024: Steering Committee #2
- September 9, 2024: Steering Committee #3
- November 19, 2024: Steering Committee #4
- January 28, 2025: Steering Committee #5



Steering Committee Meeting #1

Steering Committee Meeting #1: Initial Land Use Preferences

What type of land uses would you like to see more of in this Study Area? (n=16)



"Better access to parks with walking or bike trails."

"More locally owned retail and food, more unique green spaces."

"More community feel, less fast food."

Steering Committee Meeting #2

Steering Committee members reviewed the results of the first public survey, discussed initial findings from the market analysis, and shared their takeaways from their visits to several mixed-use destinations throughout Central Ohio.

In coordination with the Planning Team, Steering Committee members refined key themes from the first round of public engagement results. These themes served as a valuable tool in synthesizing and concisely communicating over 500 survey responses and 1,400 unique comments received.

Initial market findings were shared with the Steering Committee to better understand the broader market forces that affect the Focus Area's development pattern. These initial findings provided important metrics that informed the necessary preparation and facilitation of the third Steering Committee meeting.

Steering Committee members each visited several mixed-use destinations across the region before convening for the second Steering Committee meeting. Members were asked to document their observations, answering questions about what they liked and disliked, what surprised them, and to list design or land use elements that could potentially work well in the Focus Area. Steering Committee members visited the following locations:

- Bridge Park | Dublin
- Old Upper Arlington | Upper Arlington
- Tremont Road Corridor | Upper Arlington
- Grandview Yard | Granview Heights
- Evans Farm | Lewis Center

General Takeaways

Steering Committee members shared several takeaways after visiting these destinations:

- The Focus Area could benefit from a distinctive "brand" or name to attract visitors from other regions.
- The Focus Area should be planned holistically, with an emphasis on consistent design elements.
- Committee members liked walkable destinations for surrounding residents, connected by safe paths and leisure trails.
- Preferable types of retail and commercial uses require higher residential density to support them.



Bridge Park / Dublin

- ⊕ Healthy mix of housing, dining, shopping
- ⊕ Green space, pedestrian connections
- ⊖ Building scale/height



Old Upper Arlington / Upper Arlington

- ⊕ Building scale and aesthetic
- ⊕ Blends well with surroundings
- ⊖ Nothing else within walking distance



Tremont Road Corridor / Upper Arlington

- ⊕ Housing surrounding shopping areas
- ⊖ Congestion/traffic
- ⊖ Not pedestrian-friendly



Grandview Yard / Grandview Heights

- ⊕ Walkable
- ⊕ Building scale and aesthetic
- ⊖ Limited green space



Evans Farm / Lewis Center

- ⊕ Variety of housing options
- ⊕ Integrated commercial/retail area
- ⊖ Lack of amenitized green space

Steering Committee Meeting #3

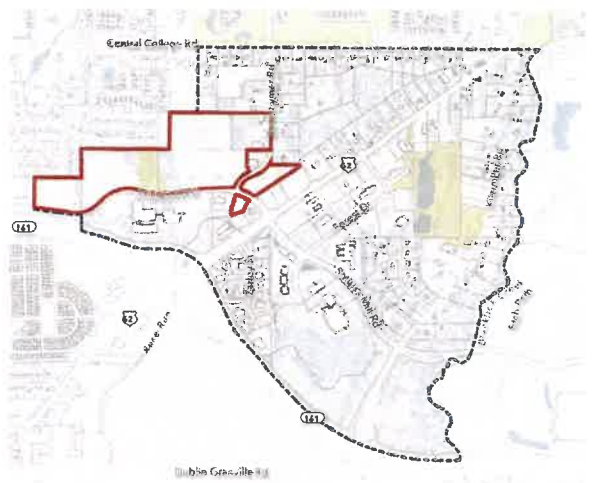
By the third meeting, Steering Committee members were well-informed on previous planning efforts, the community's overall goals and aspirations, the market findings, and the land areas most susceptible to future change in the Focus Area. Members were equipped to begin discussions around potential land use alternatives for areas in the Focus Area that remain undeveloped or have recently been acquired by landowners interested in future development.

To guide this discussion, Steering Committee members engaged in a development activity that involved placing land use “game pieces” on top of parcels susceptible to change in the Focus Area. These game pieces resembled to-scale building footprints, allowing members to visualize what future development could potentially look like and how it might fit into the surrounding context. The market findings informed a high-level understanding of how much retail, office, and residential uses the Focus Area can accommodate based on existing supply and demand. The market study also informed how each game piece affects the market potential for other pieces.

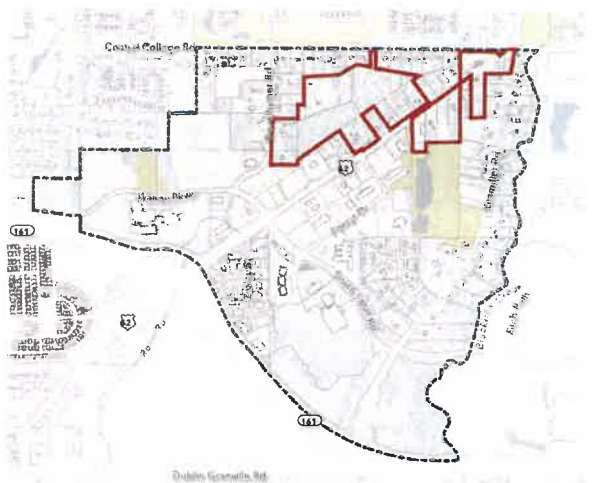
The goals of the development activity were to build consensus around the overall land use

and development approach for undeveloped parcels in the Focus Area, highlight the complexity of planning for private property, and align specific site programming with community engagement themes and analysis findings. The results of the development activity scenarios helped the Planning Team understand the Steering Committee's preferred land use patterns for land areas susceptible to change. This activity, in conjunction with input gathered through the plan's Social Pinpoint online engagement platform, informed the plan's future land use, thoroughfare plan, and development standards. The following sites were explored:

Site A: Walton Parkway Corridor



Site B: Village Transition Area



Development Scenario Activity | Site A

Site A features seven parcels primarily fronting Walton Parkway and Bevelhymer Road. The site is situated between office uses to the west and south, with residential neighborhoods directly north of the site. Existing leisure trails run along Walton Parkway, north of the site connecting into Cedar Brook, and fronting Broadway Bound. The city also has a conservation easement in the middle of the site that protects a substantial amount of tree canopy.

Through this activity, the Steering Committee built consensus around the following considerations for future development on the site:

- Land uses should gradually decrease in intensity as they get closer to adjacent neighborhoods to the north.
- The existing trail network should be expanded and connected throughout the site.
- Locations for mixed-use residential, retail, and hotel uses are most appropriate near the intersection of Walton Parkway and Bevelhymer Road.
- An internal roadway network should facilitate site access.
- Opportunities for civic/recreational uses should be explored.



Development Scenario Activity | Site B

Site B contains parcels primarily fronting US-62 and Bevelhymer Road toward the northeast of the Focus Area. Many of the larger parcels west of US-62 are heavily wooded and surrounded by residential lots along Central College Road and Bevelhymer Road. Several properties east of US-62 are situated adjacent to the planned Kitzmiller Park to the south. The northern boundary of the site is marked by the 5-points intersection of Central College Road, US-62, and Kitzmiller Road.

Through this activity, the Steering Committee built consensus around the following considerations for future development on the site:

- A roundabout constructed at the 5-points intersection should be accompanied by streetscape and public realm improvements to signify this node as a gateway into New Albany.
- Parcels fronting US-62 are suitable for capturing future retail and mixed-use residential demand in the Focus Area.
- A road connecting Central College Road to US-62 and Bevelhymer Road would provide a safer alternative for pedestrians walking or biking to commercial destinations.
- Single-family residential can be accommodated west of US-62 and adjacent to existing residential lots along Bevelhymer and Central College Road.
- Additional civic and mixed-use destinations should be explored north of Kitzmiller Park.

COMMUNITY WORKSHOP #1

To ensure that the broader community had an opportunity to share their feedback and preferences for the Focus Area, the Planning Team hosted three Community Workshops. Invitations to these workshops were posted on the city's website and social media pages.

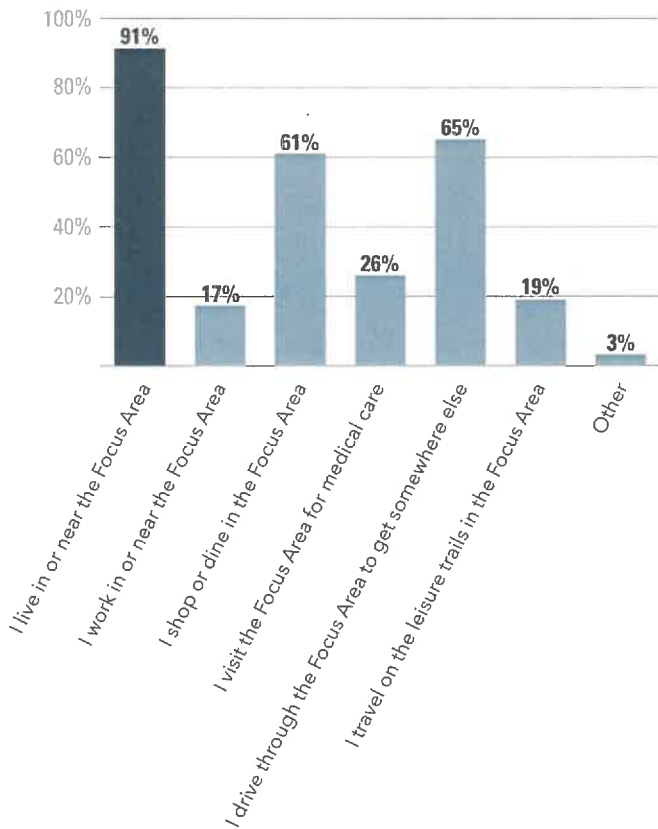
The first Community Workshop was held on May 14, 2024, and focused on providing an overview of the Focus Area and the planning process, while also gathering general feedback from community members regarding the Focus Area. Residents provided their preferred priorities for mobility improvements, residential, employment, and retail land uses, in addition to filling out the paper version of Community Survey #1. Over 180 residents attended the first Community Workshop, with 43 paper surveys completed.



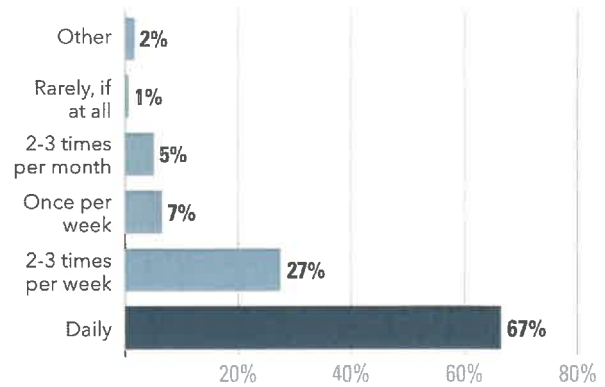
COMMUNITY SURVEY #1 SUMMARY

The first community survey was launched on May 14, 2024. The survey was available for residents to complete at Community Workshop #1 and online for those who were unable to attend in-person. A combined total of 518 paper and online surveys were completed by June 7, 2024.

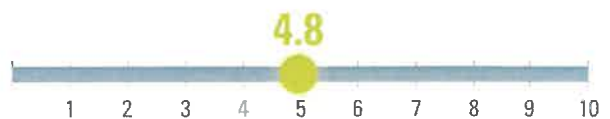
1. Please select all that describe you: (n=473)



2. How often do you visit the US-62 Interchange Focus Area? (n=473)



3. On a scale of 1-10, with 1 being the lowest and 10 being the highest, how satisfied are you with the Focus Area today? (n=488)

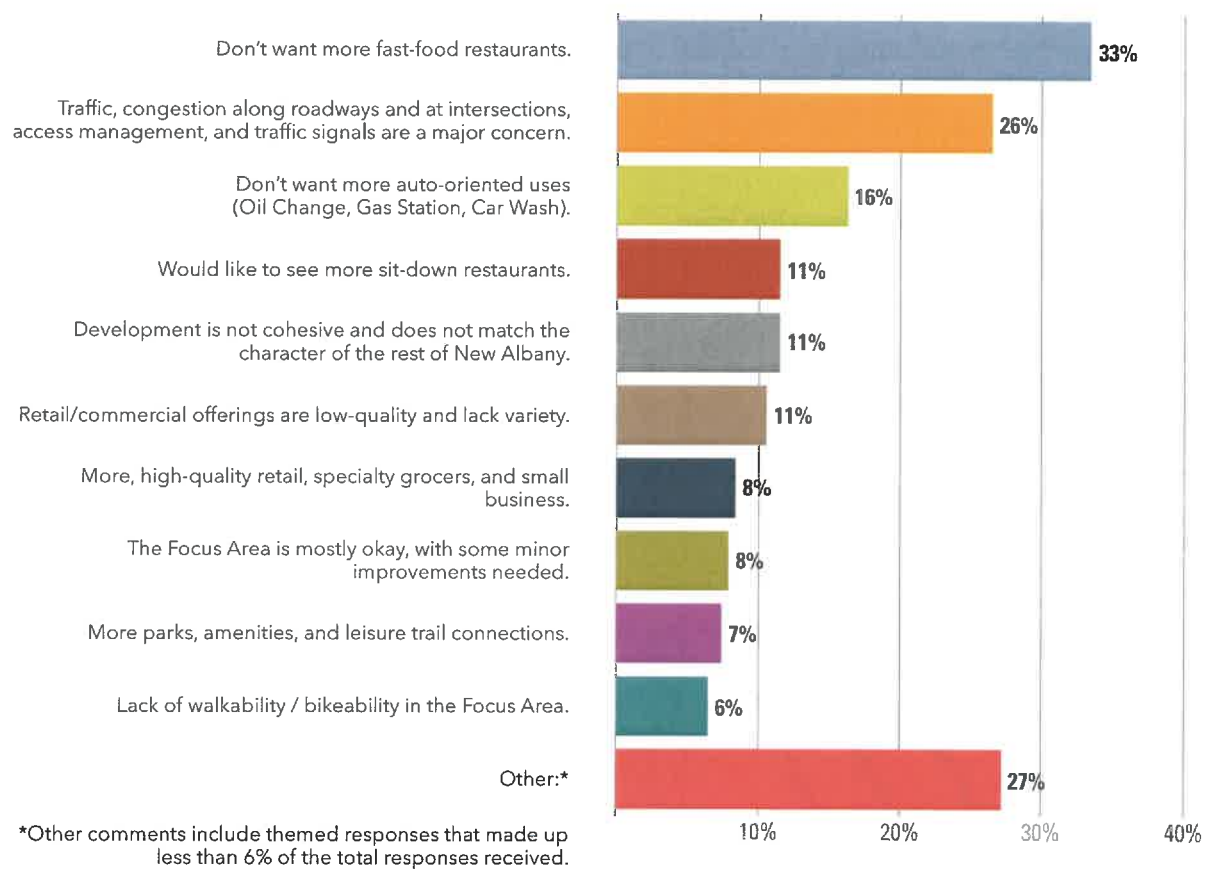


"My child's **daycare** is in the Focus Area."

"I visit to catch **transit** to Columbus"

"My daughter attends the **New Albany Ballet Company**."

4. Tell us more about your answer to question 3: (n=419)



Notable comments:

"I like the residential areas on Central College and Kitzmiller, would like to see **better planning along 62.**"

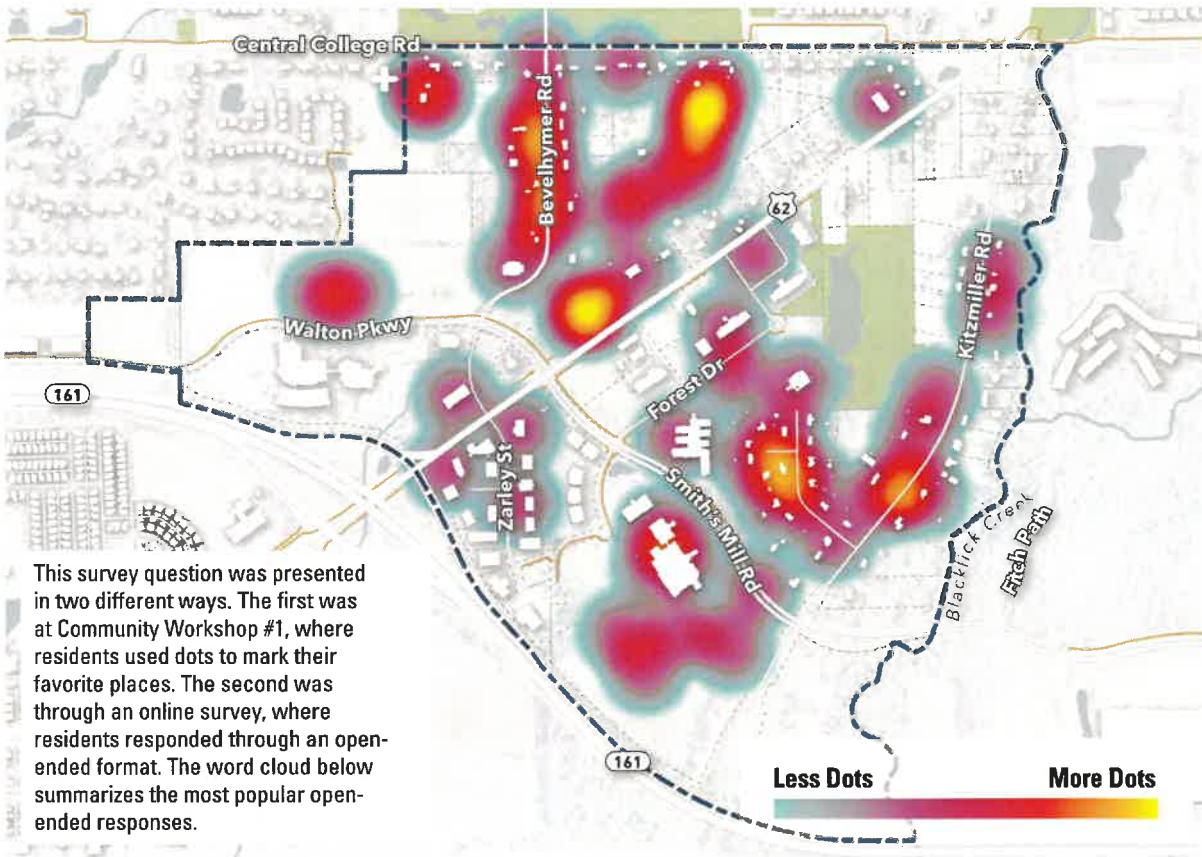
"It is an area that needs attention, especially the **industrial complex just north of 161.**"

"...there are **not many reasons to visit** the area other than just passing through."

"There are too many auto-oriented uses popping up. This area **does not match the character of New Albany.**"

5. Tell us about some of your favorite places in the Focus Area. This can be an institution, a business, a place, or a destination. (n=346)

Community Workshop #1: What are some of your favorite places in the Focus Area?



Notable comments:

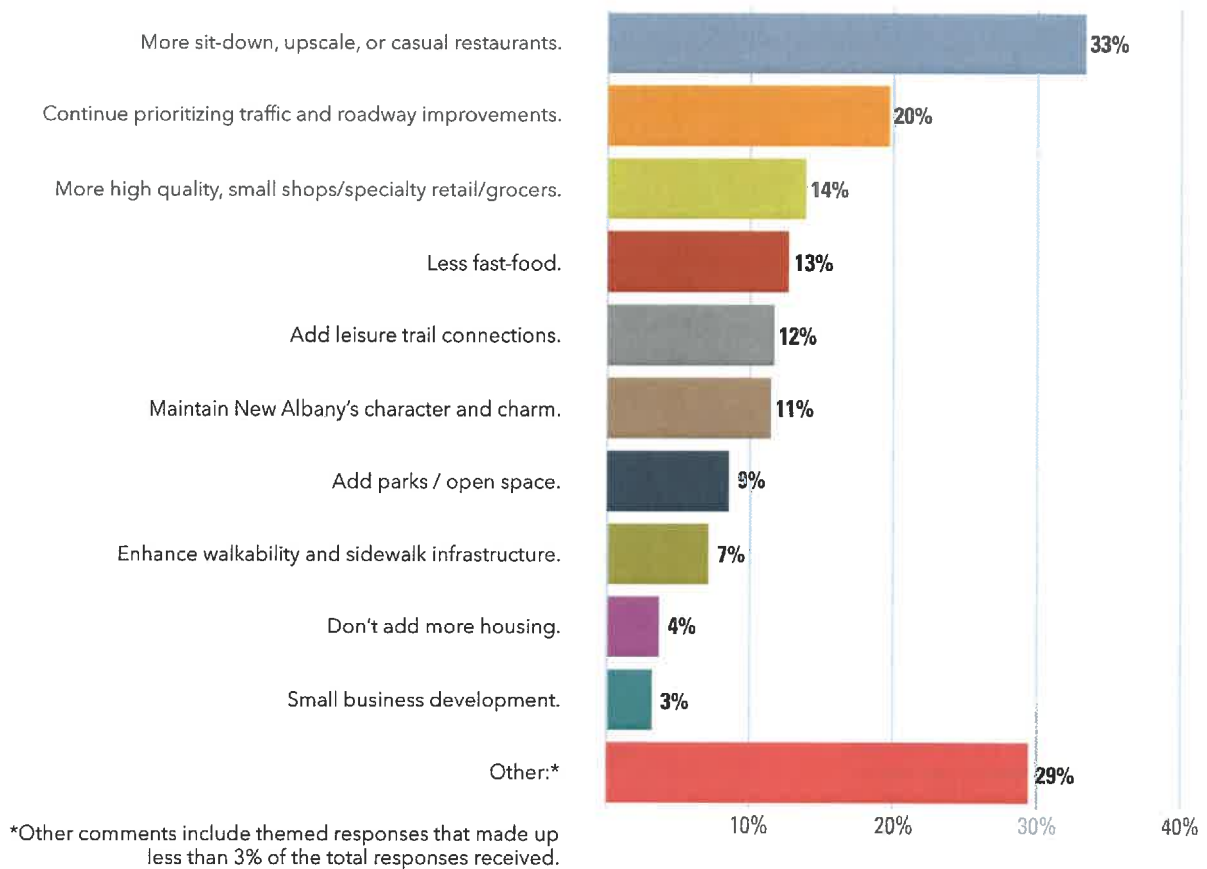
Online Survey #1 Results

"I walk a lot in this area since I live in it and walk everyday. The Smith's Mill **walking path is wonderful**, I just wish we had one along Kitzmiller."

"I appreciate the medical facilities, car wash, and local restaurants, but all the **chain food, car services, and gas stations are low-end.**"



6. What would you change or improve in the Focus Area? (n=411)



Notable comments:

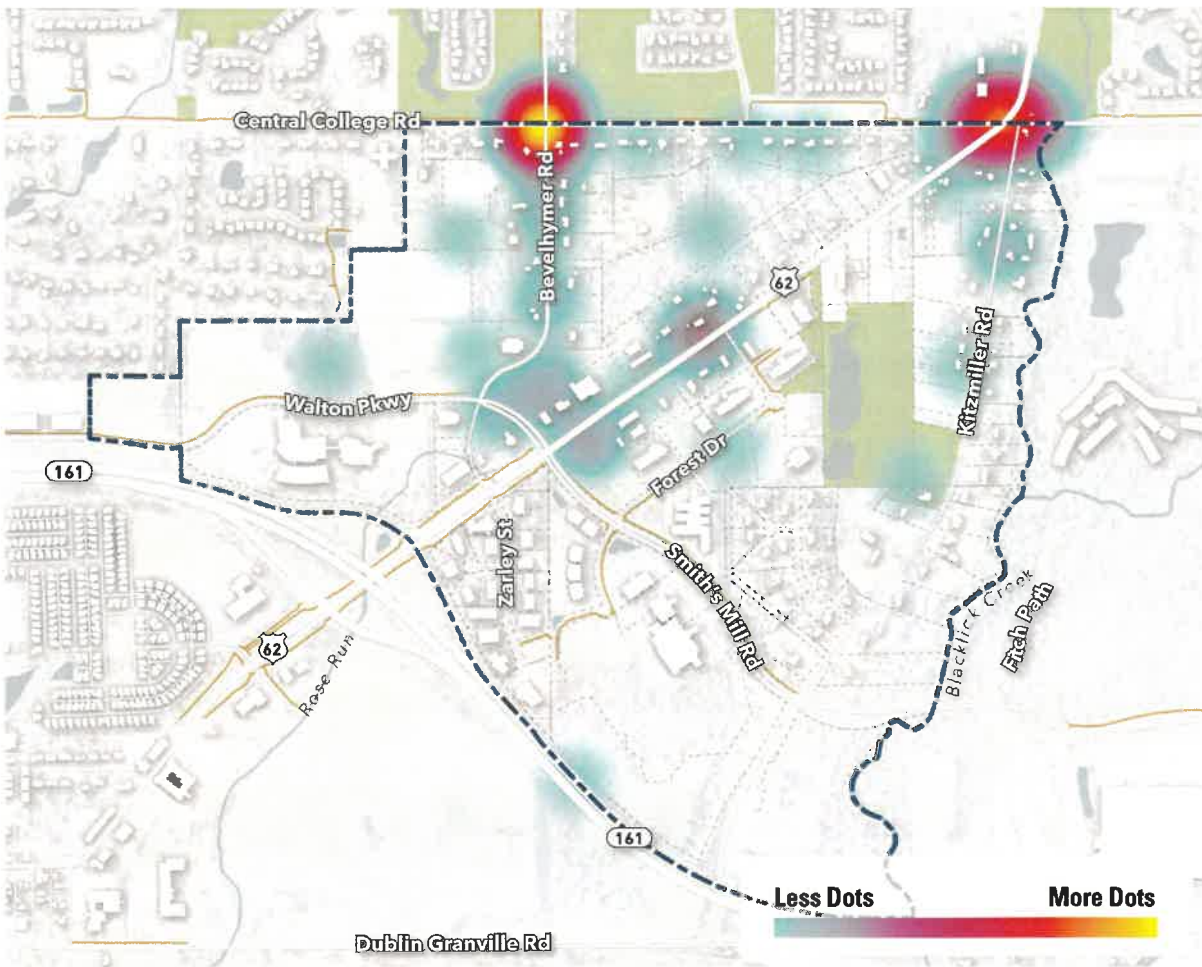
"The intersection of Central College/62 and Kitzmiller is a **bad place for kids to cross on the bike path.**"

"...adding some **dedicated bike paths along Bevelhymer Road** that allow riders better access to Bevelhymer and Rocky Fork Parks..."

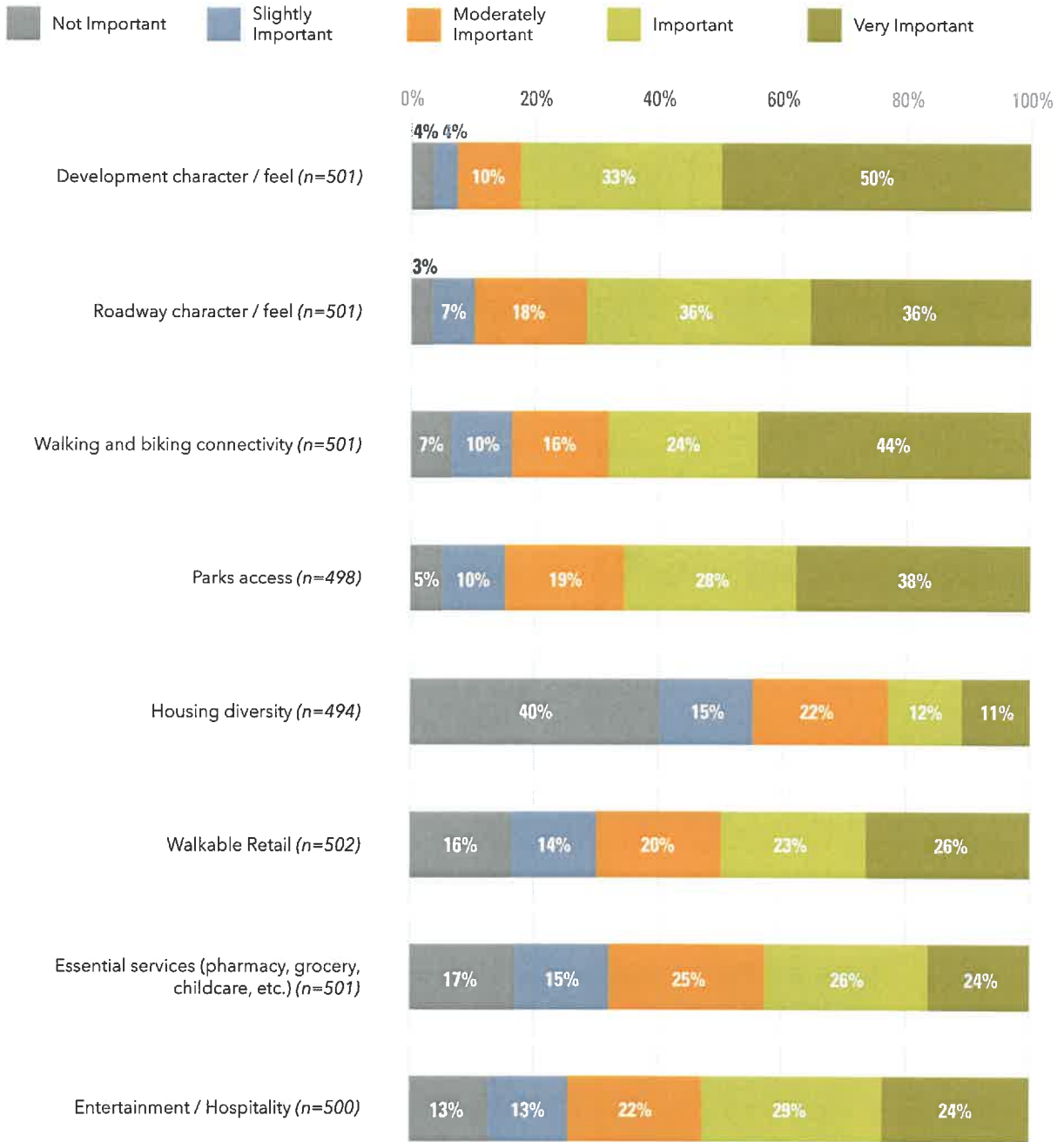
"Pedestrian friendly; more **interesting, local** restaurants or businesses..."

"...Develop the **Kitzmiller Wetland Park** in the way it was originally envisioned with limited impact on the natural features, but adding trails and other amenities..."

Community Workshop #1: What would you change or improve in the Focus Area?



7. How important are the following topics for this plan to address?



8. What types of mobility improvements would you like to see happen here? (Choose as many options as you'd like) (n=493)



Intersection Improvements



Safer Crosswalks



Traffic Calming Measures



Additional Leisure Trail Connections



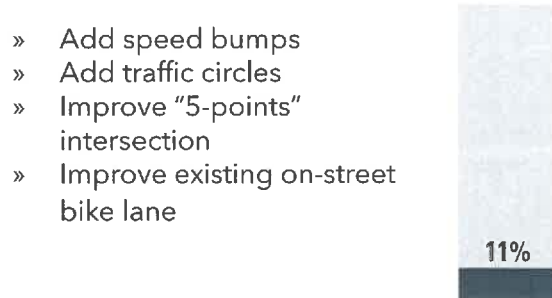
Velo Loop / Cycle Track



Streetscape Improvements



On-Street Bike Infrastructure



Other Ideas

9. What type of residential development would be best suited for this Focus Area? (Choose as many options as you'd like) (n=512)



Courtyard Building or Cottage Court



Detached Single-Family



Duplex



Triplex or Fourplex



Townhomes



Multiplex



Live-Work Units or Commercial/Residential Mixed Use



Mid-rise Apartment Building

10. What type of employment center development would be best suited for this Focus Area? (Choose as many options as you'd like) (n=497)



28%

Corporate Office



68%

Professional Services



41%

Healthcare Office / Medical Center



42%

Civic / Institutional



21%

Light Industrial / Flex Office



2%

Logistics / Warehousing



18%

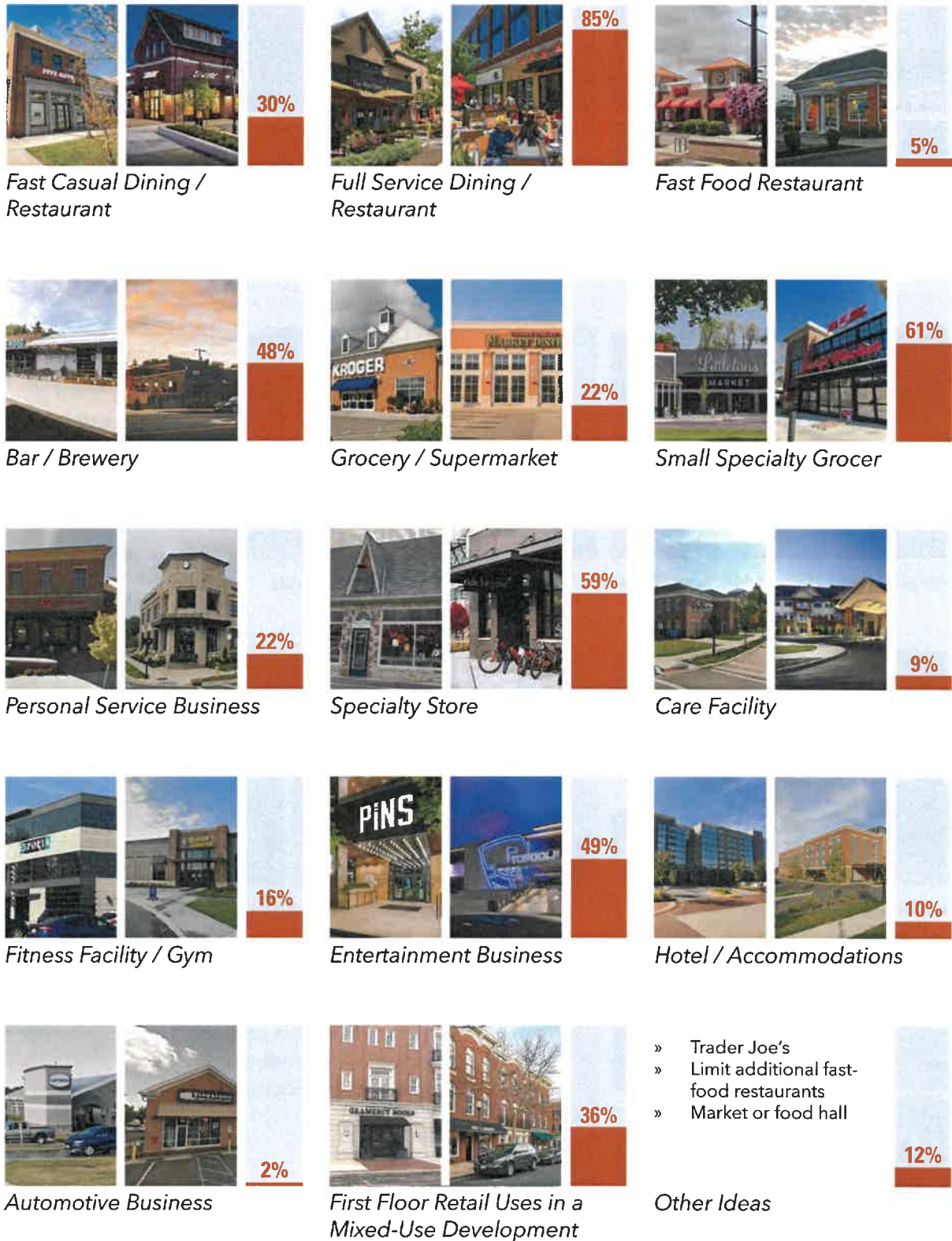
Research & Development

- » Co-working spaces
- » Small business opportunities
- » Limit additional employment uses in the Focus Area

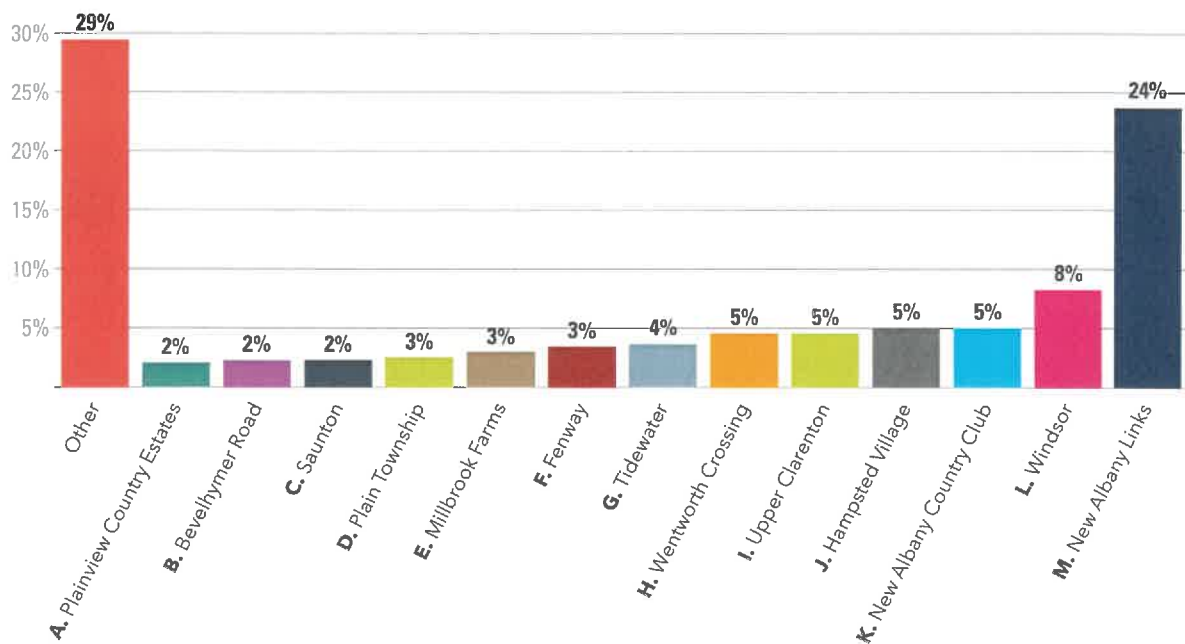
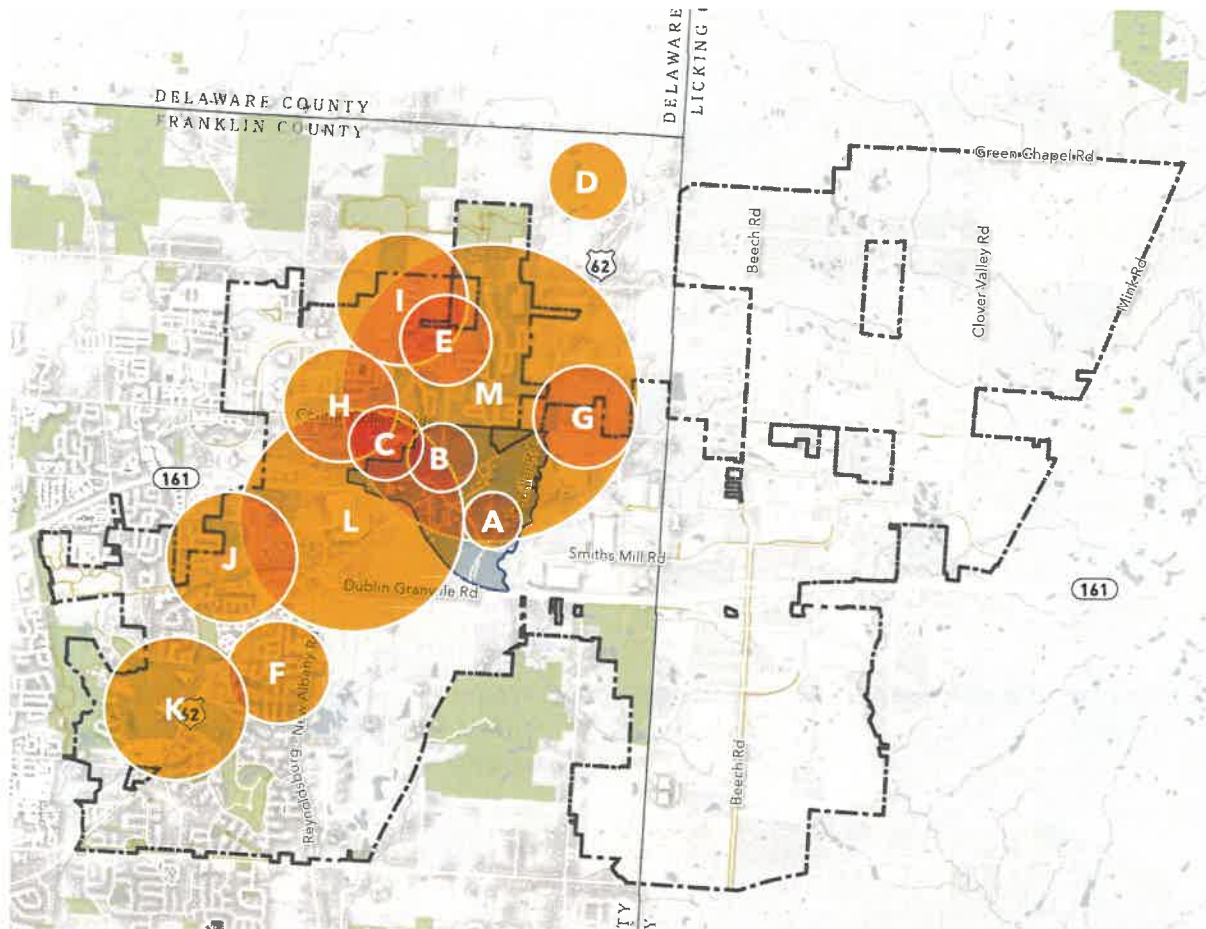
13%

Other Ideas

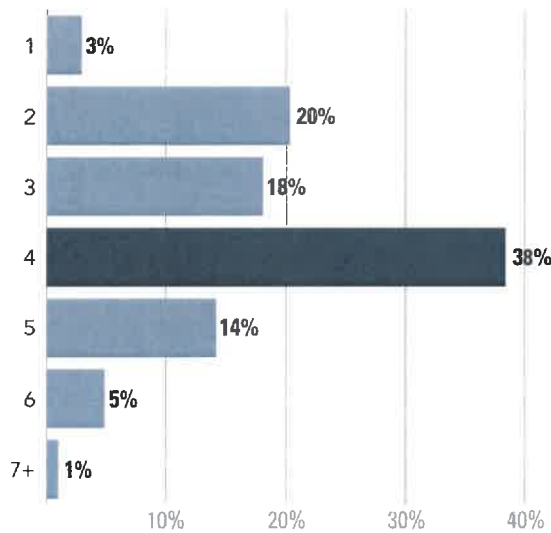
11. What type of retail development would be best suited for this Focus Area (Choose as many options as you'd like) (n=519)



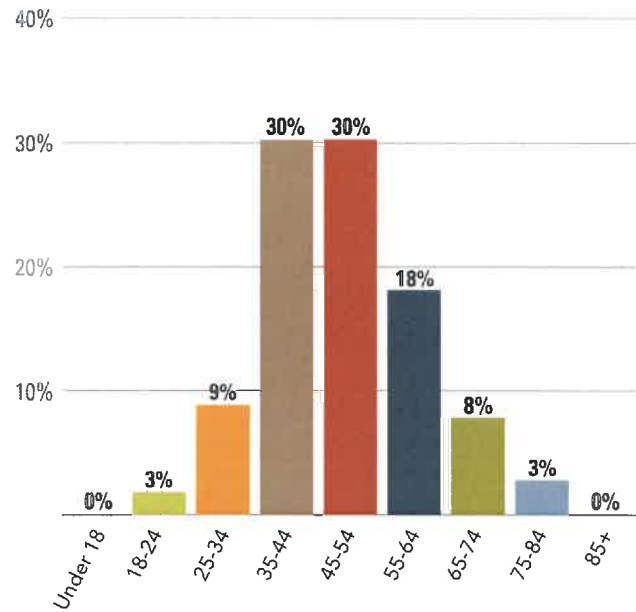
12.If you live in New Albany, in what neighborhood do you live? (n=435)



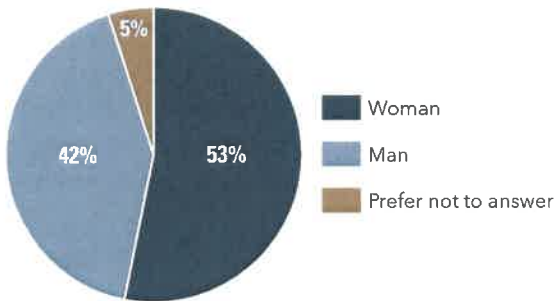
13. Including yourself, how many people live in your household? (n=409)



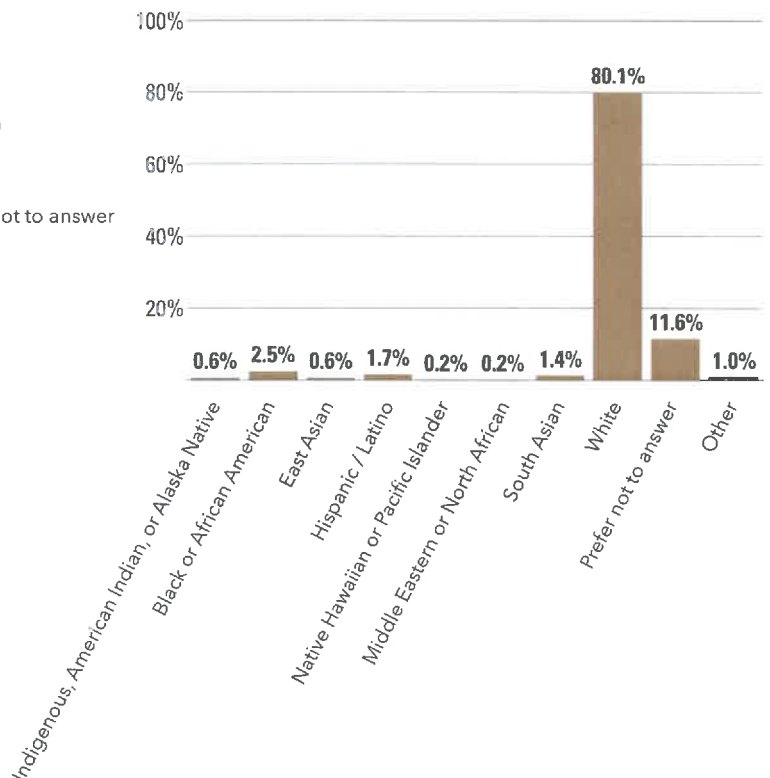
14. What is your age? (n=496)



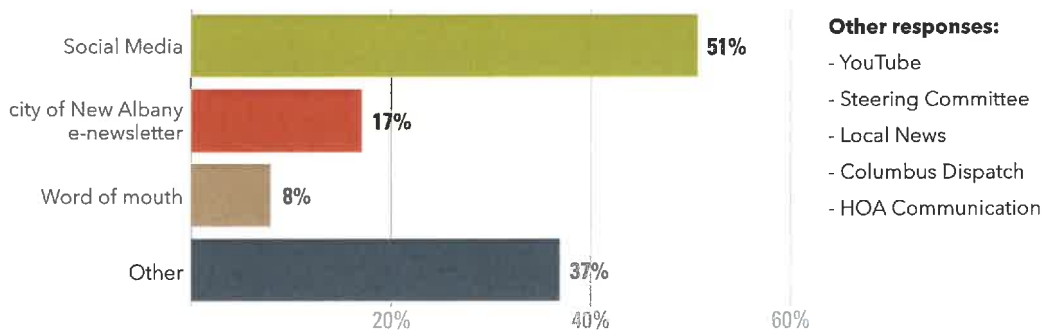
15. How would you describe your gender? (n=495)



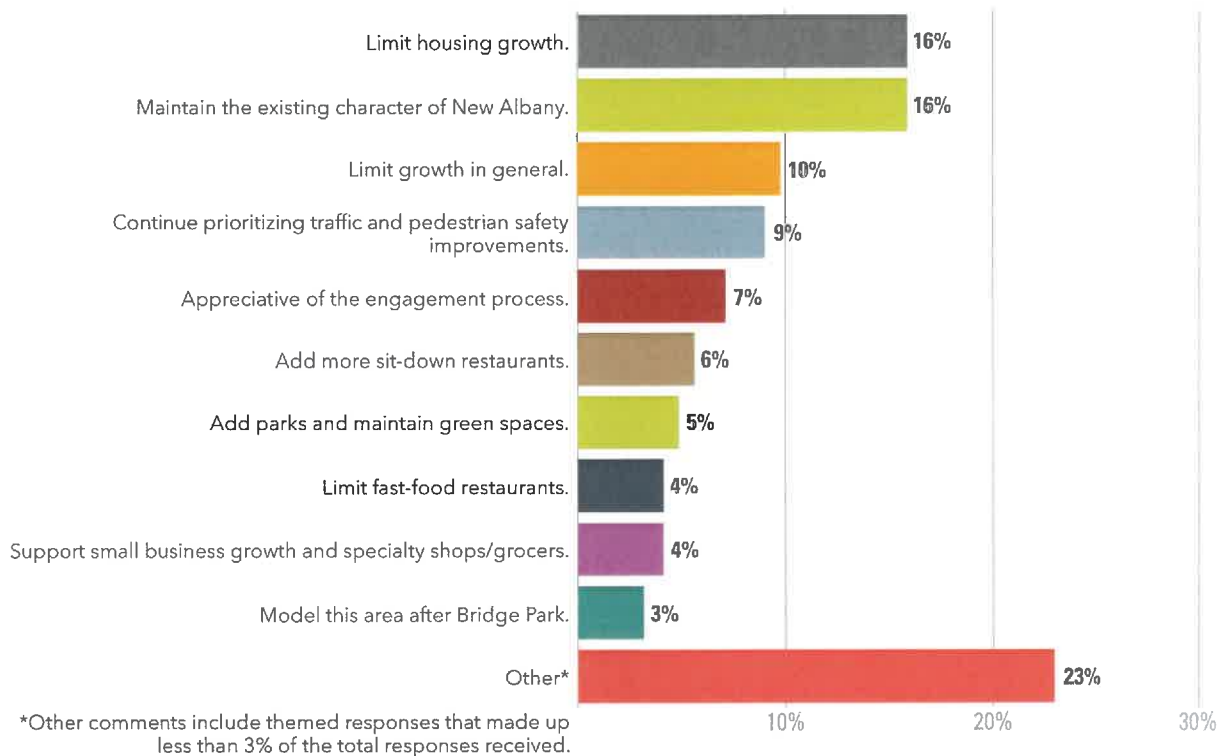
16. Which of the following best describes your race / ethnicity? Select all that apply. (n=483)



17. How did you hear about this survey? (n=505)



18. Is there anything else you'd like to share with us? (n=266)



Other responses:

- Not satisfied with previous public engagement efforts.
- Add leisure trails and bike paths.
- Looking forward to this planning process.
- Prioritize the natural environment.
- Leave residential areas alone.

COMMUNITY ENGAGEMENT THEMES

Based on the first phase of community engagement, including the first steering committee meeting, Community Workshop, and survey, the planning team summarized the input into five themes. The themes are summarized below:



Residents desire responsible growth and development in the Focus Area.

Commercial and retail growth in the Focus Area has received mixed reviews. Residents expressed that the fast-food and auto-oriented uses recently developed along US-62 do not align with the community's aspirations for the Focus Area. Residents also have mixed feelings about housing, with some desiring more variety in housing options, and many who oppose any additional housing in the Focus Area.



Traffic, congestion, and roadway improvements remain a top priority. Daily commuters traveling through the focus area are experiencing higher volumes of congestion along arterial and collector roads. This is also felt by local residents, who have experienced higher traffic volumes along Bevelhymer, Kitzmiller, and Central College Roads. Additionally, the "five-points" intersection at Central College Road and US-62 is increasingly becoming a safety issue as more commuters travel through the Focus Area to reach nearby employment areas.



Residents prefer different kinds of restaurants, services, and retail than what is offered in the Focus Area. Community members would like to see more commercial uses tailored toward local residents, rather than regional commuters or visitors seeking quick food options and auto-oriented services. However, residents are concerned that any new retail in this area might end up competing with and harming the Village Center.



Pedestrian infrastructure, safety, and connectivity are critical, especially along Central College, Kitzmiller, and Bevelhymer Roads. Residents living within and adjacent to the Focus Area noted that there are limited options for children and family members to access recreational amenities and popular restaurants safely on foot. This is primarily due to gaps in the city's leisure trail network along Kitzmiller Road, Smith's Mill Road, and Bevelhymer Road.



Kitzmiller and Tidewater Parks are potentially catalytic investments to spark a healthier, more active, recreationally oriented district. Residents are excited about the potential for additional passive park space within and near the Focus Area, which can inspire further investment in leisure trail connections, intersection improvements, and pedestrian safety.

COMMUNITY WORKSHOP #2

Around 100 residents attended the second community workshop held on December 2, 2024. This self-paced open house showcased essential elements of the plan, including background information, key findings, constraints, and the direction of the plan. This meeting followed four Steering Committee sessions, during which members engaged in focused discussions and activities that contributed to shaping the plan's direction. Members of the Steering Committee and city Council were also present to help facilitate and answer questions from community members. This workshop was crucial for sharing vital findings and recommendations with the public, including the following:

- **Community engagement results.** Residents analyzed and discussed data from the first phase of community engagement, including survey and Social Pinpoint results.
- **Constraints and market realities.** The planning team shared key findings from the market study, which revealed several constraints related to future retail demand in the Focus Area. Residents were able to discuss these findings with the Planning Team and members of the Steering Committee, including ways to influence better market outcomes.
- **Future land use and public realm investments.** Residents reviewed and discussed the first draft of the Future Land Use Character Map and prioritized key public investments that may serve as catalytic projects for the Focus Area.



COMMUNITY WORKSHOP #3

Community Workshop #3 was a critical milestone in preparation for plan adoption. Around 75 residents attended the final community workshop on February 11, 2025. The meeting was an open house format with exhibits displaying draft content and recommendations from the plan. Draft plan documents were provided for residents to review and provide feedback. Several Steering Committee members were also in attendance to provide additional support and share their experience participating in the planning process. The overall goal of the third workshop was to test final concepts and draft recommendations to ensure alignment with community feedback. As a result of comments received at this event, several revisions were made to the plan in accordance with community concerns.



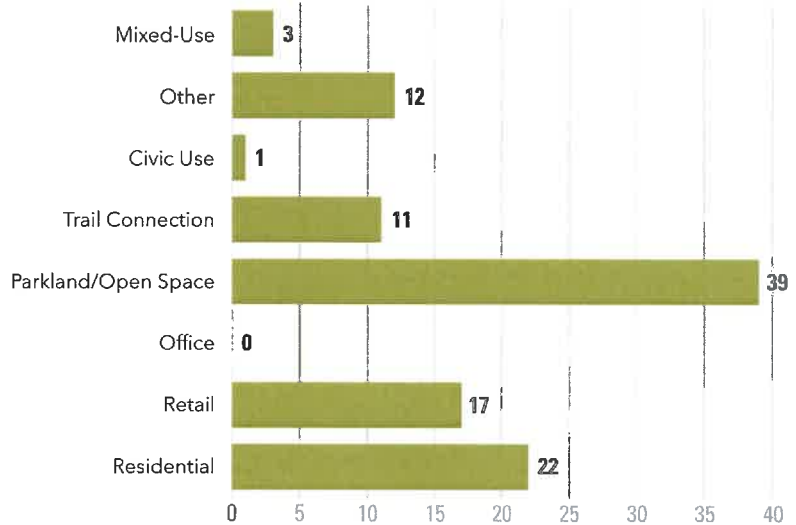
SOCIAL PINPOINT

Social Pinpoint is an online engagement platform that uses interactive mapping tools to collect feedback from residents. The website was launched in September 2024 and included an Interactive Land Use Strategy Map to gather input on desired land uses, roadway/intersection improvements, trail connections, and other opportunities to be considered as part of the Focus Area's land use and thoroughfare plan. In addition to the Steering Committee's insights about specific sites in the Focus Area, the feedback collected from Social Pinpoint helped shape the plan's framework for future land use and thoroughfares.

Parkland/Open Space was the most frequently placed marker on the map, primarily clustered west of US-62 around existing open spaces, undeveloped parcels, and tree canopy areas.

Residents were able to 'upvote' markers placed on the map if they agreed with the placement or related comment. The top five upvoted comments were all related to potential bike and leisure trail connections that would improve pedestrian safety throughout the Focus Area.

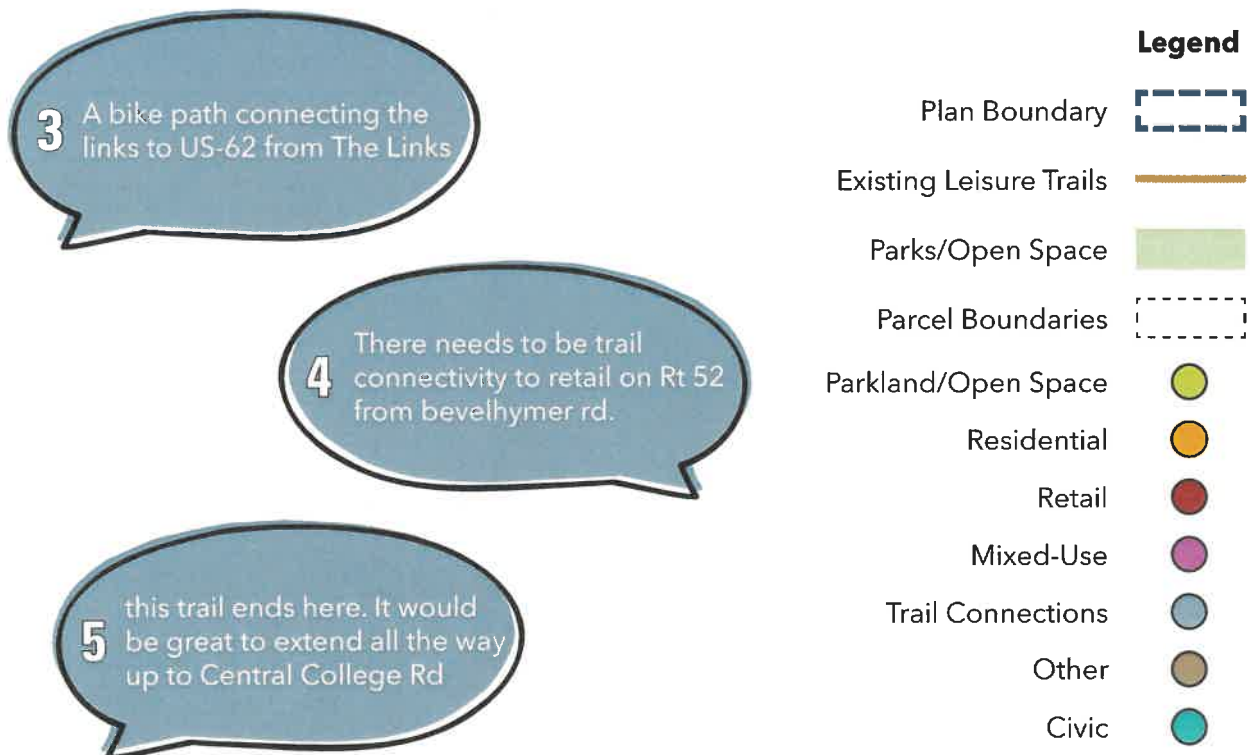
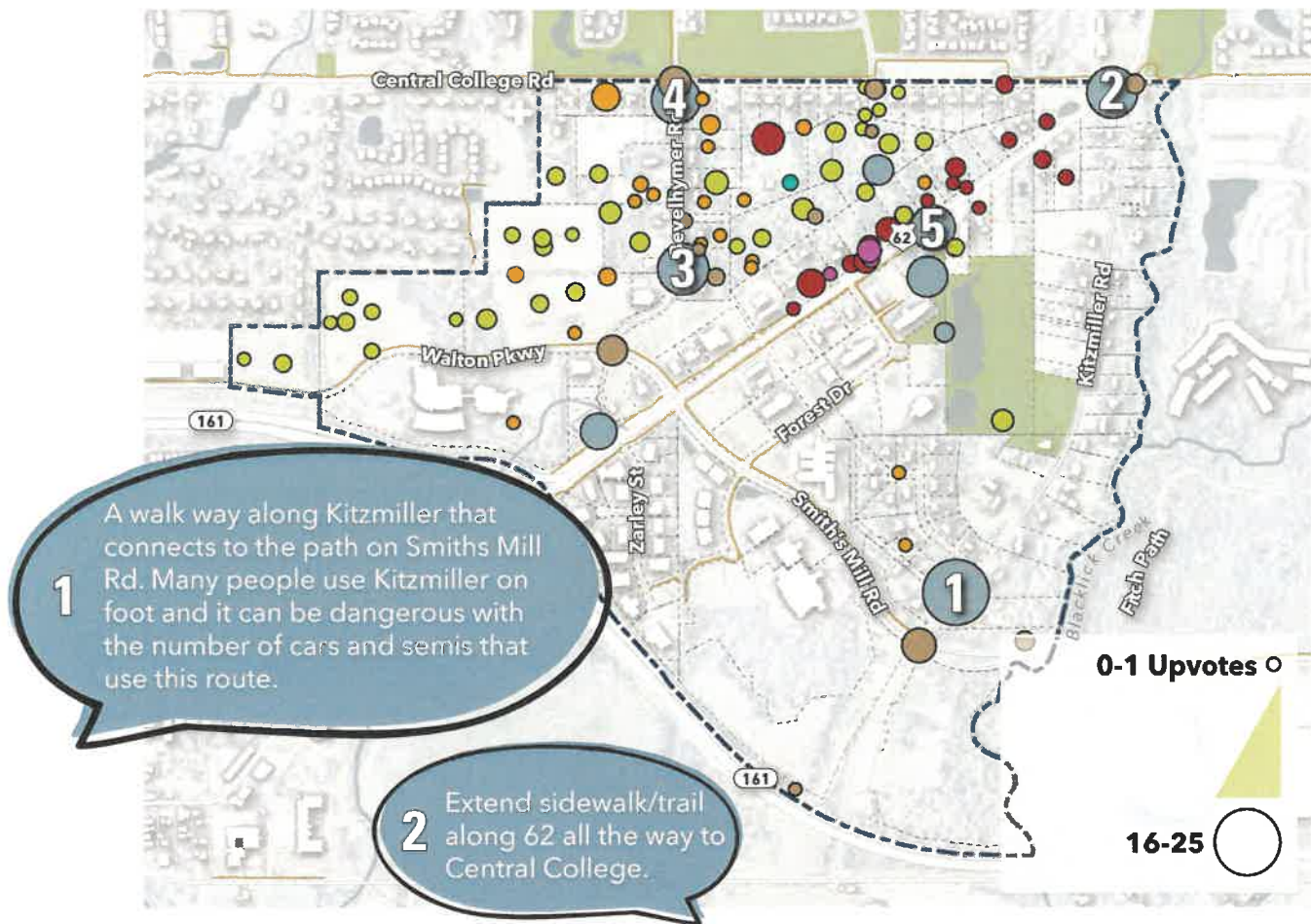
Number of Land Use Markers Placed, n=105



Top 5 Comments, Ranked by Upvotes

#	Comment	Votes
1.	A walk way along Kitzmiller that connects to the path on Smiths Mill Rd. Many people use Kitzmiller on foot and it can be dangerous with the number of cars and semis that use this route.	25
2.	Extend sidewalk/trail along 62 all the way to Central College.	18
3.	A bike path connecting the links to US-62 from The Links	18
4.	There needs to be trail connectivity to retail on Rt 62 from bevelhymer rd.	17
5.	this trail ends here. It would be great to extend all the way up to Central College Rd	15

Social Pinpoint Social Map Results



MARKET STUDY

MARKET ANALYSIS

Development Strategies, a consulting firm specializing in economic/market research and community development, conducted a market study to evaluate the local and regional retail landscape within the Focus Area, citywide, and the surrounding area. Early feedback gathered during the planning process, where residents and Steering Committee members expressed a desire for more high-quality, place-based retail and amenities, necessitated a focused look into how these desires align with the current real estate market. Given that the

existing commercial and retail environment in the Focus Area conflicts with community aspirations, the market study provides insights into unmet demand, competitive pressures, and strategic interventions that may help generate a shift in the retail market over time. Additionally, the city, Planning Team, and Steering Committee utilized these market findings throughout the planning process to inform research, discussions around development, and considerations for future land uses in the Focus Area.

MARKET STUDY OVERVIEW

The market study consists of two components:

Market Analysis

Identifies current conditions and quantifies opportunities.



PEOPLE (WHO)

Identifies demand



PRODUCT (WHAT)

Identifies supply



PLACE (WHERE)

Identifies location

Market Strategy

Focused on how to change market conditions and capitalize on opportunities.

HOW DO WE GET THEM THERE?



WHAT DO WE BUILD?



WHERE DO WE CREATE IT?

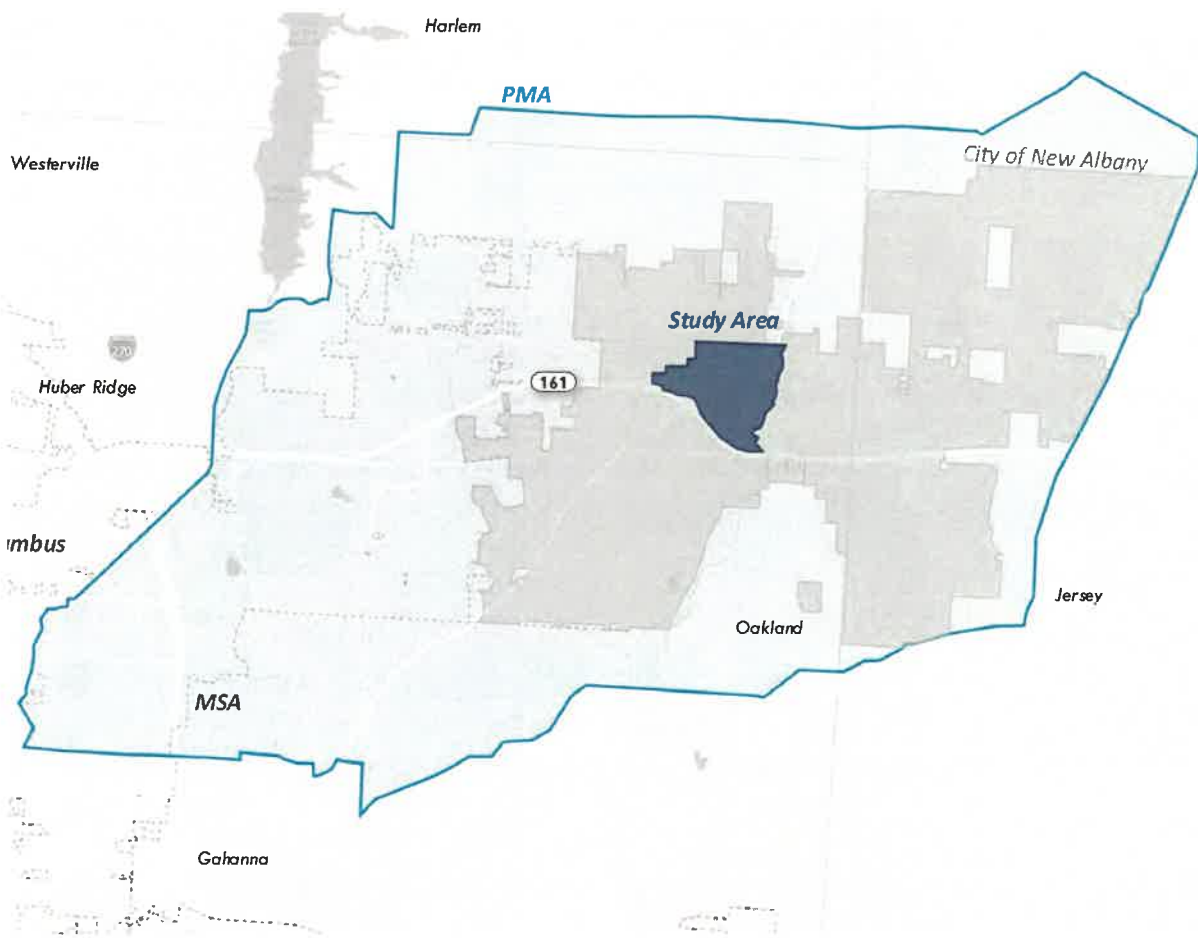


KEY FINDINGS

The following key findings summarize the main takeaways and considerations from the Market Analysis.

- **The Focus Area is in a competitive real estate market.** Several highly-visited commercial centers are located within the Primary Market Area (PMA), including New Albany Village Center, Hamilton Quarter, retail areas north and south of the New Albany Road East interchange, Easton Town Center, and Hampsted Village Center.
- **Retail demand greatly exceeds supply in the PMA.** While there are plenty of commercial options, higher-than-average consumer purchasing power in the PMA is creating a larger market for a wide range of commercial establishments, especially auto-oriented or suburban-scaled uses.
- **Substantially higher growth in jobs than residents.** While both figures steadily increased over the last decade, New Albany's business park added over 10,000 jobs. This has significant impacts on the types of commercial and retail uses that follow to support these industries and their employment base.
- **Positive retail visitation trends in the Focus Area indicate support for the current mix of uses.** Workers and commuters are the primary drivers of retail demand in the Focus Area, which has led to an increase in auto-oriented land uses like drive-throughs, quick service, car wash, auto shops, and grocery stores.
- **The Focus Area may capture 25,000 to 30,000 additional square feet of retail in the next 10-15 years.** This assumes that the Focus Area absorbs 50% of the net demand in New Albany, which accounts for demand after pipeline projects are built. If the future growth along US-62 reflects the current development pattern, 25,000 to 30,000 additional square feet roughly translates into three to five out-lot buildings.
- **Office vacancy in the Focus Area remains low, with limited office development energy since the pandemic.** Data indicates that offices in New Albany have recovered stronger than the PMA, partially due to building age and office workers living closer than average to their workplace. Market research indicates that office real estate has a higher chance of remaining stable post-Covid if located near walkable, mixed-use retail areas, restaurants, and civic amenities.





Primary Market Area (PMA)



PRIMARY MARKET AREA (PMA)

The market findings are based on the Primary Market Area (PMA), which captures areas generally within a 10-minute commute from the Focus Area to areas with similar socio-economic conditions. This includes retail centers like Hampsted Village Center, Hamilton Quarter, and Easton Town Center. The market study also uses the Columbus Metropolitan Statistical Area (MSA) for regional analysis and context where appropriate.

Legend

- Plan Boundary 
- Primary Market Area (PMA) 
- New Albany Boundary 
- Metropolitan Statistical Area (MSA) 

86,000
Population, PMA

36%
Population Change, 2010-2023, PMA

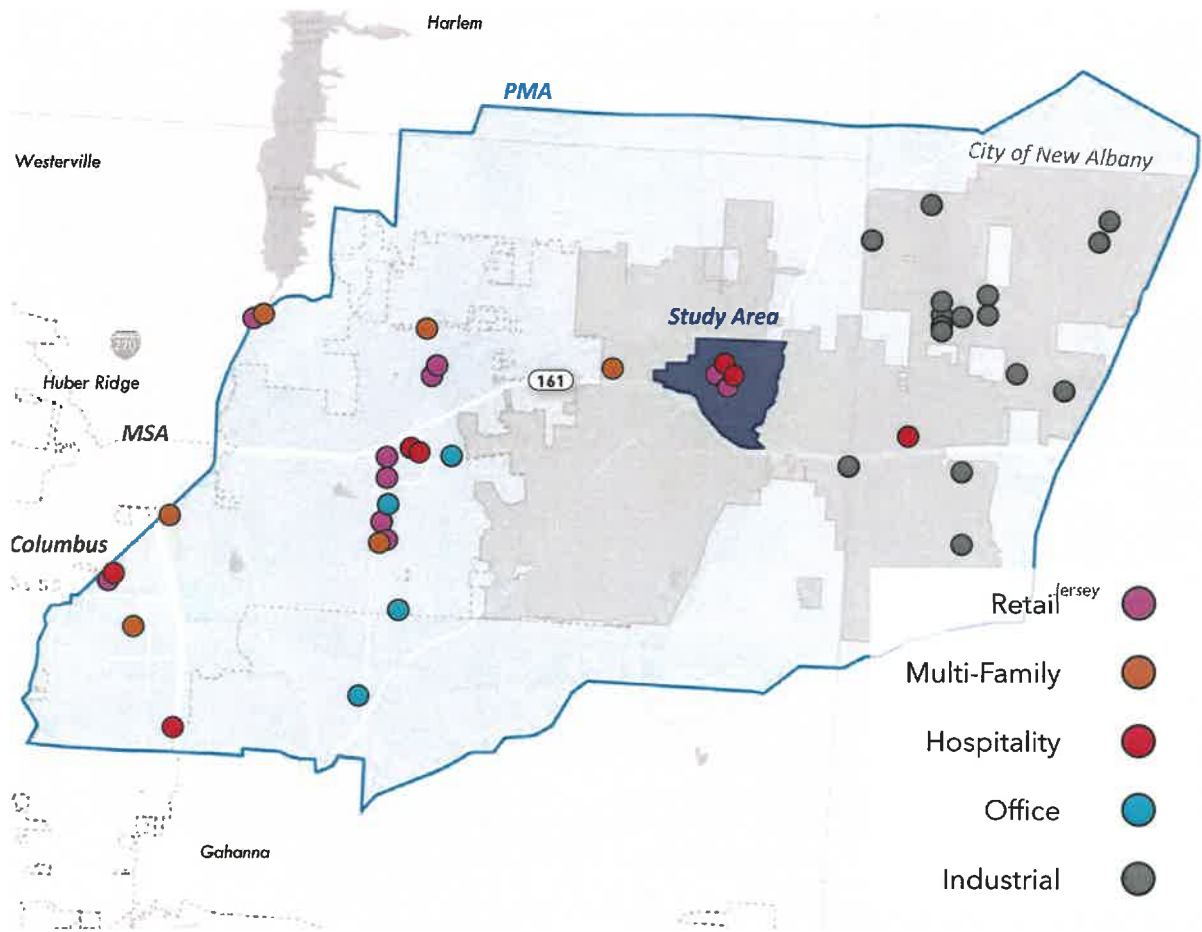
69,400
Jobs, PMA

\$101,000
Median Household Income, PMA

\$317,000
Median Home Value, PMA

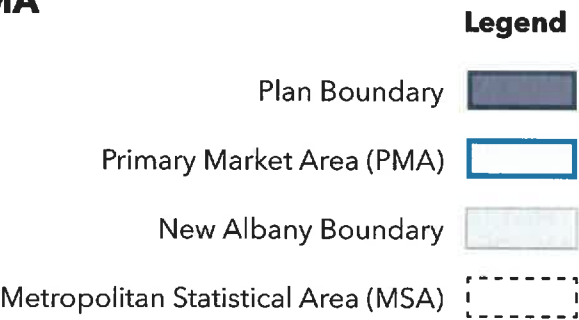
+19,800
Jobs Added Since 2010, PMA

Recent Development, Proposed and Under Construction in PMA



RECENT DEVELOPMENTS IN THE PMA

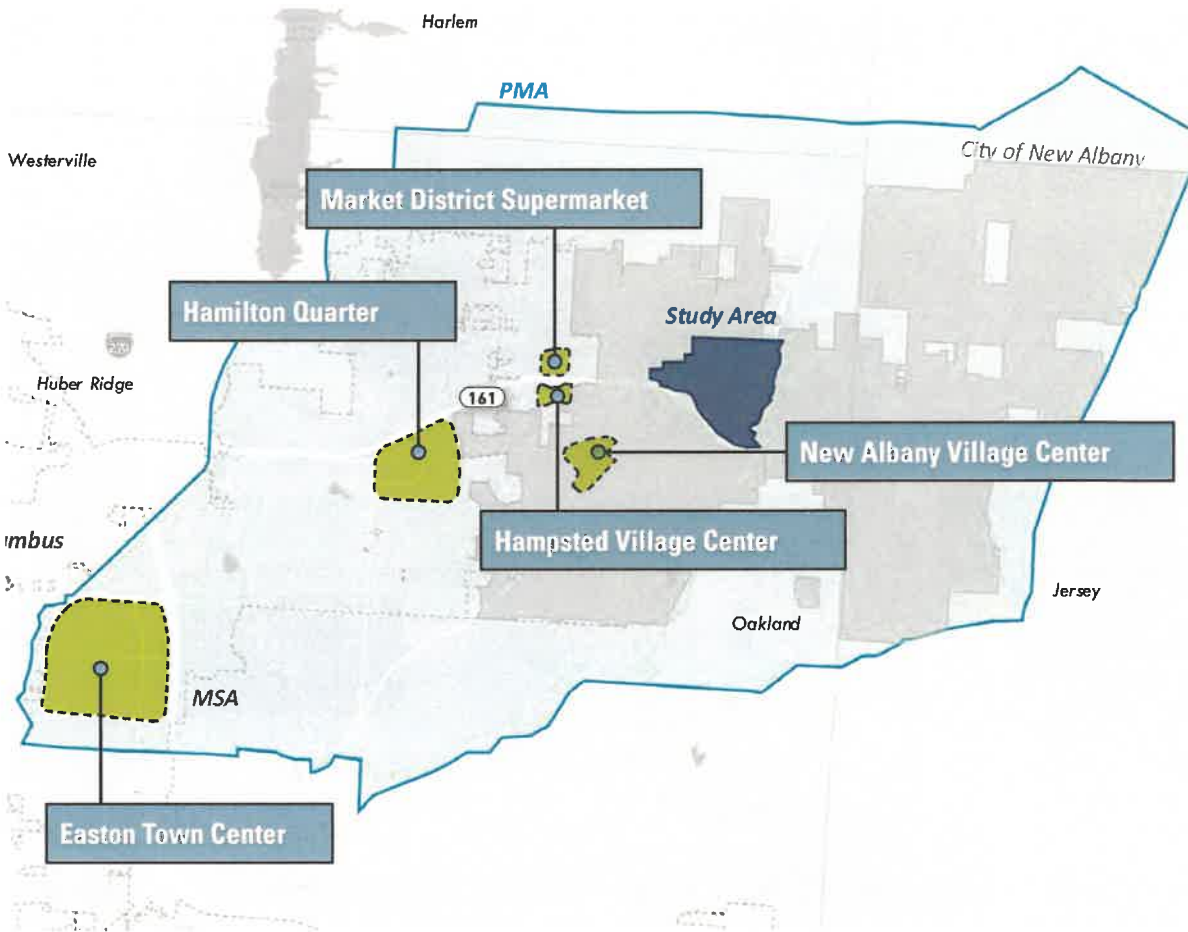
The map above shows recently proposed or constructed retail, multi-family, hospitality, office, and industrial uses in the PMA. Recent retail proposals or built projects occurred primarily along Hamilton Road near higher-density residential areas. Four new hotels were recently constructed in New Albany, two located within the Focus Area and two near New Albany’s business park, where over 15 new employment uses were proposed or are under construction.



Recent Developments, PMA

	Multi-Family	Retail	Hospitality	Office	Industrial
Under Construction	193 units	25.7k sqft.	319 rooms	0 sqft.	1.92M sqft.
Proposed	992 units	81.8k sqft.	317 rooms	68k sqft.	3.83M sqft.

Retail Destinations in PMA



RETAIL DESTINATIONS IN THE PMA

The Focus Area is situated in a competitive retail environment, with several commercial destinations like Easton Town Center and Hamilton Quarter serving a regional market. However, total retail demand within a two-mile radius of the Focus Area exceeds supply by \$75 million, indicating strong consumer purchasing power within the immediate surrounding area.

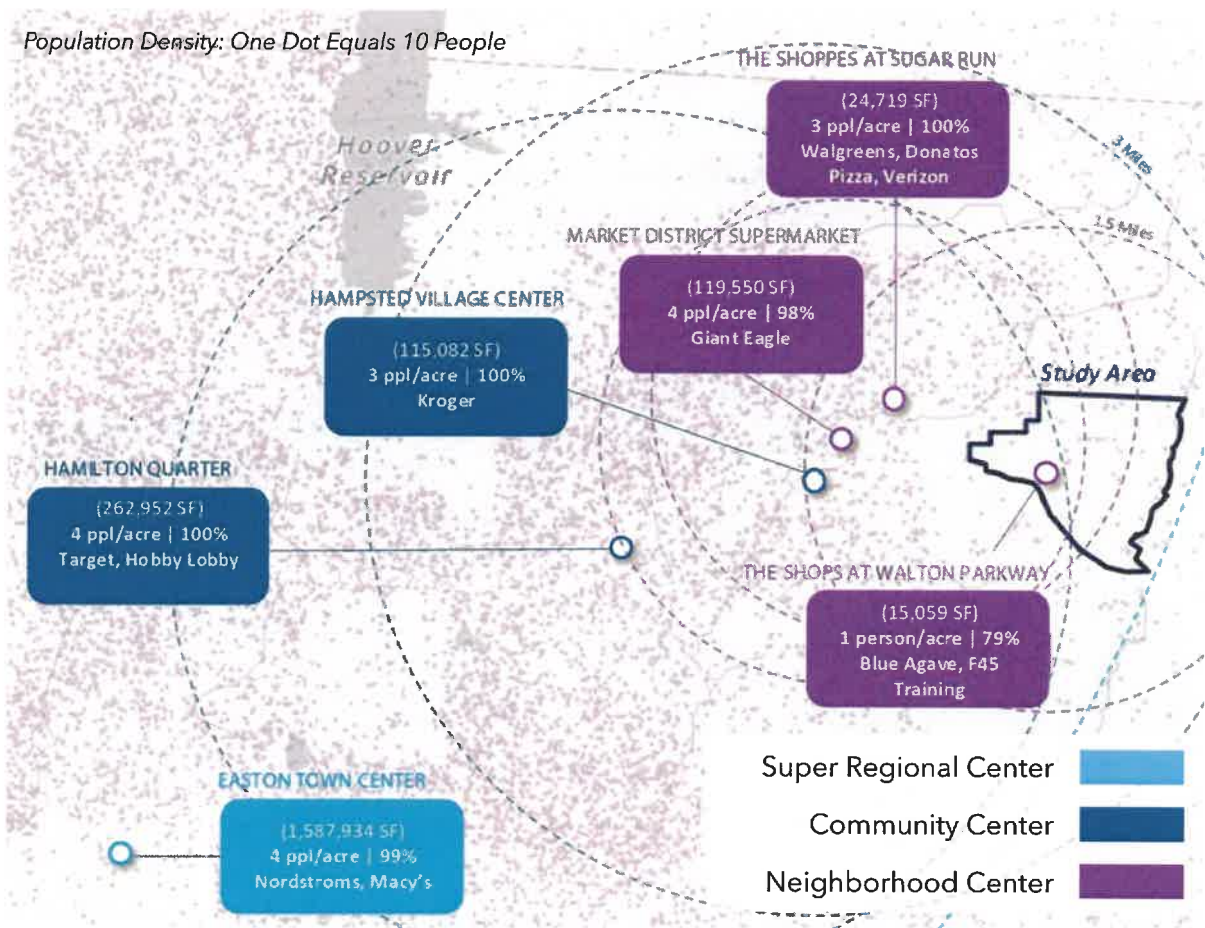
Legend

Plan Boundary	
Primary Market Area (PMA)	
New Albany Boundary	
Metropolitan Statistical Area (MSA)	

Retail Characteristics, 2-Mile Radius and PMA

	Total Retail Demand	Total Retail Supply	Median Household (HH) Income	Avg. Annual Retail Spending per HH
2-Mile Radius	\$113M	\$38M	\$154,000	\$25,000
PMA	\$1.7B	\$1.5B	\$106,000	\$17,600

Population Density: One Dot Equals 10 People



TYPES OF RETAIL CENTERS

The demand for different types of retail centers is greatly influenced by population density. Super Regional Centers, such as Easton Town Center, are designed to cater to entire metropolitan areas with over 500,000 residents. On the other hand, Neighborhood Centers are designed to serve 3,000 to 40,000 residents, typically found in suburban areas like New Albany. These retail centers have varying leasable space, which determines the types of retail users that typically occupy them.



Neighborhood Center

Typically anchored by a grocery store, with smaller shops like pharmacies, dry cleaners, and convenience stores.

TYPICAL ANCHOR
Drugstore/Supermarket

TRADE AREA RADIUS
1.5 miles

GROSS LEASABLE AREA
30k - 100k square feet

DRIVE TIME
5-10 minutes

POPULATION SUPPORT
3k - 40k



Community Center

Includes larger retailers like department stores, discount stores, and more diverse food options than a neighborhood center.

TYPICAL ANCHOR
Junior Dept. Store

TRADE AREA RADIUS
3 - 5 miles

GROSS LEASABLE AREA
100k - 450k square feet

DRIVE TIME
10 - 20 minutes

POPULATION SUPPORT
40k - 150k



Regional Center

Features major department stores, a large variety of retailers, and often draws from customers from multiple communities.

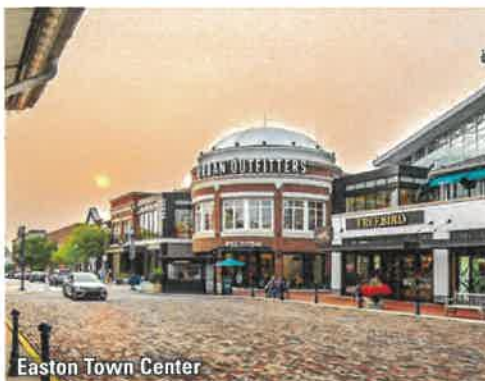
TYPICAL ANCHOR
1 - 2 full-line dept. stores

TRADE AREA RADIUS
8 miles

GROSS LEASABLE AREA
300k - 900k square feet

DRIVE TIME
20 minutes

POPULATION SUPPORT
>150k



Super Regional Center

Considered the largest retail type, with a vast selection of retailers, multiple major department stores, and a large catchment area.

TYPICAL ANCHOR
3 - 4 full-line dept. stores

TRADE AREA RADIUS
12 miles

GROSS LEASABLE AREA
500k - 2M square feet

DRIVE TIME
30 minutes

POPULATION SUPPORT
>300k

RETAIL SUPPLY/DEMAND IN THE PMA

As a baseline, current retail supply and demand provide insight on the most immediate development energy based on market needs. This data is then used as one of the key inputs for projecting future demand in a given area.

Current retail demand in the PMA exceeds supply by 240,300 square feet. New Albany would potentially capture 24,000 square feet of this demand gap, assuming a market capture of 10%. Additionally, the Focus Area may potentially capture 3,600 square feet, which is generally equal to one additional freestanding building.

The higher-than-average purchasing power of residents significantly impact the retail demand in the PMA. The types of under-supplied retail uses identified generally have larger building footprints and are typical for suburban locations, such as building materials/garden equipment, grocery stores, and general merchandise. Additionally, several auto-oriented uses are currently under-supplied, including auto parts/tire stores and gas stations. The data align with recent retail development trends within and surrounding the Focus Area.

Current Retail Demand, PMA, New Albany, Focus Area

CURRENT PMA DEMAND GAP
240,300 SF

NEW ALBANY POTENTIAL
CAPTURE (10%)
24,000 SF

STUDY AREA CAPTURE (15%)
3,600 SF

Over-Supplied in PMA

Clothing and Clothing Accessories (-471,000 sqft.)
Furniture and Home Furnishings (-51,000 sqft.)*
Restaurants and Other Eating Places (-59,000 sqft.)*
Pharmacies, Health, and Personal Care (-35,000 sqft.)
Sporting Goods, Hobby, Book & Music (-5,000 sqft.)

*Use type found within Focus Area

Retail centers like Easton Town Center contribute to an over-supply of clothing, restaurant, and sporting goods stores in the PMA.

This column shows how many additional stores the PMA can accommodate based on the under-supplied square footage.

Under-Supplied in PMA

of Stores Based on Typical Building Footprint

Building Materials, Garden Equipment (265,000 sqft.)	2 Department/Home Improvement Stores
General Merchandise (241,000 sqft.)	2 General Superstores
Grocery Store (154,000 sqft.)*	2 Grocery Supermarkets
Auto Parts/Tire Stores (56,000 sqft.)*	7 Auto Parts Stores
Specialty Food and Liquor Stores (51,000 sqft.)	5 Specialty Grocers
Gasoline Stations (48,000 sqft.)*	7 Gas Stations
Miscellaneous Store Retailers (29,000 sqft.)	3 Convenience Stores
Drinking Establishments (12,000 sqft.)	1 Brew-pub
Electronics and Appliance Stores (4,000 sqft.)	1 Small-Scale Electronics Store

*Use type found within Focus Area

FOCUS AREA MARKET CONDITIONS & SUPPLY TRENDS

Since 2010, the Focus Area's retail inventory more than doubled, adding over 76,000 square feet of new buildings. This accounted for 5% of the 1.67 million square feet of retail space delivered in the PMA since 2010. The two retail types introduced in the Focus Area are classified generally as Strip Center and Freestanding buildings. The Focus Area disproportionately accommodates these types of establishments in New Albany given its proximity to the US-62/OH-161 interchange and the city's employment centers.

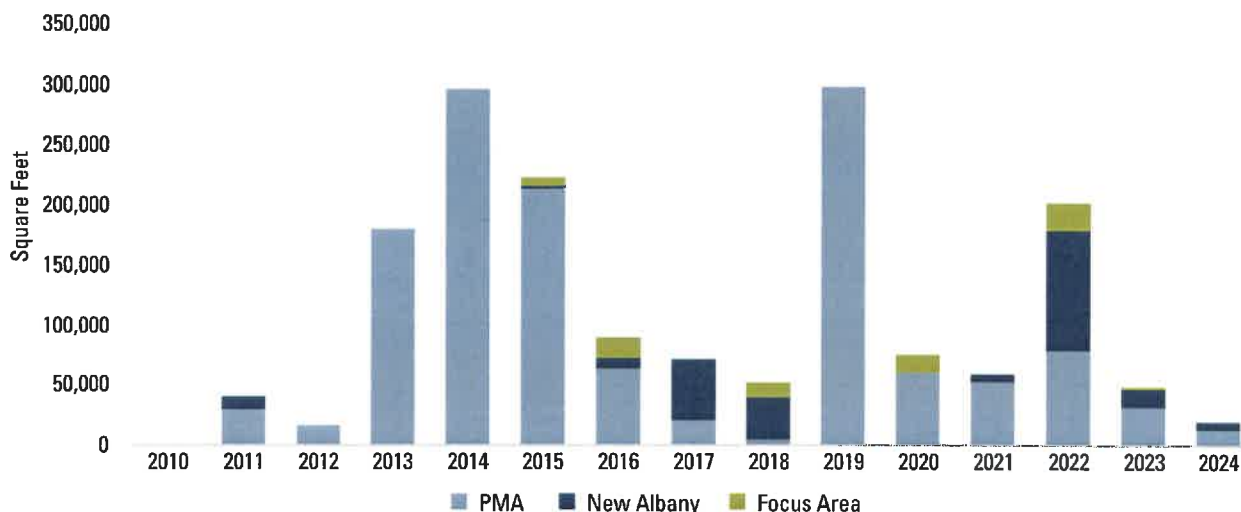
The Focus Area remained relatively underdeveloped until 2010. Significant retail investment in the area did not

begin until this point, over five years after Mt. Carmel Hospital was built and over 15 years after Zarley Industrial Park was introduced. Predating the construction of OH-161, Zarley Industrial Park was one of the first employment areas within a mostly rural residential portion of Plain Township. By 2010, the retail market began to pick up throughout the city, only escalating over the past decade following housing and employment growth. Over time, the Focus Area became a prominent location for commercial uses, with its convenient access to OH-161 and largely undeveloped land areas left over after years of market fluctuation and development energy in other areas of the city.

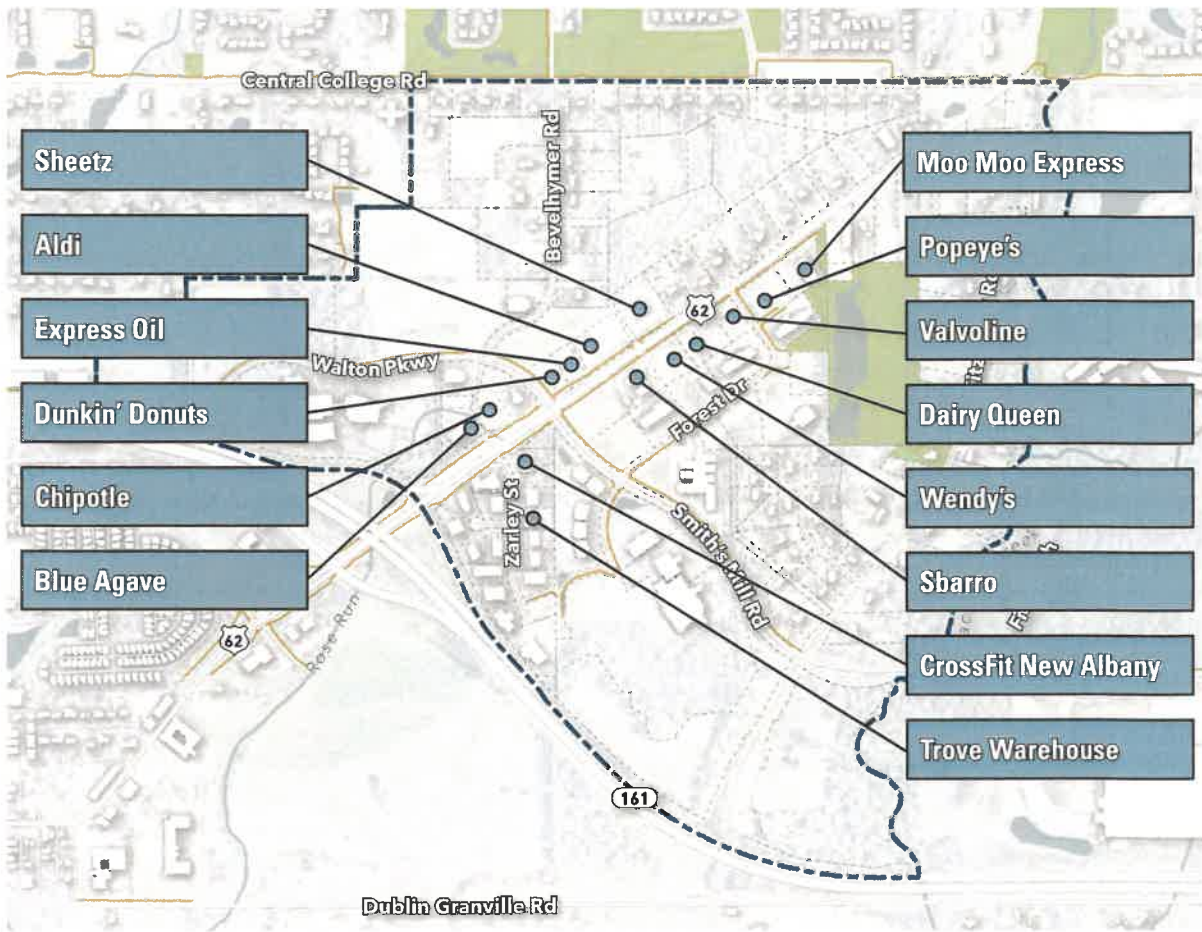
Supply by Retail Center Type



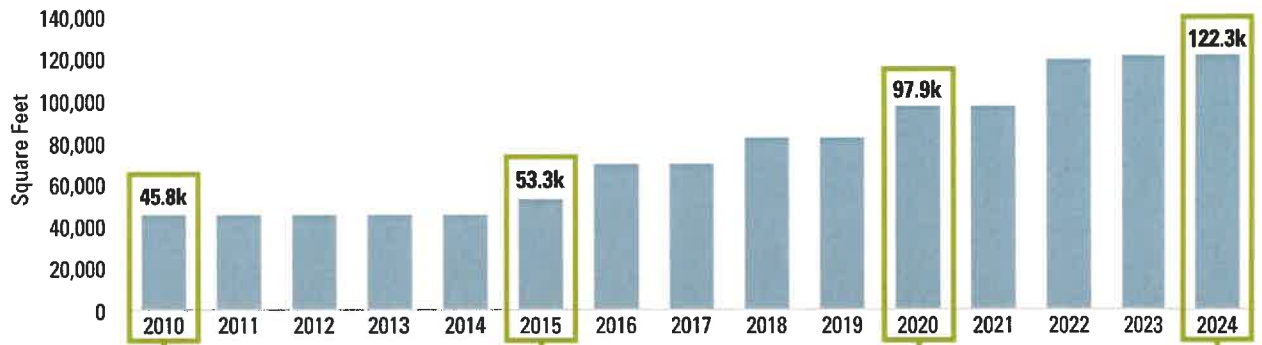
Retail Deliveries in the PMA, New Albany, and the Focus Area, 2010-2024



Retail Establishments in the Focus Area



Retail Inventory in the Focus Area, 2010-2024

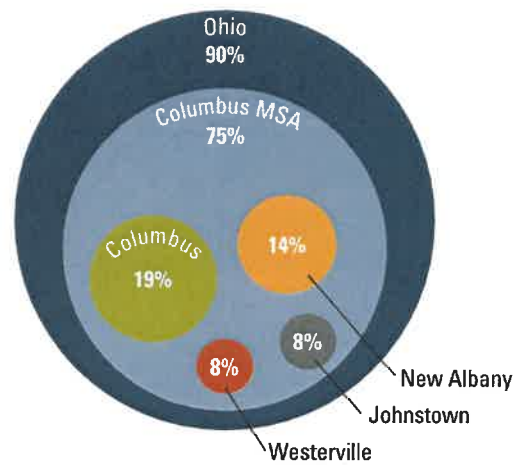


VISITATION

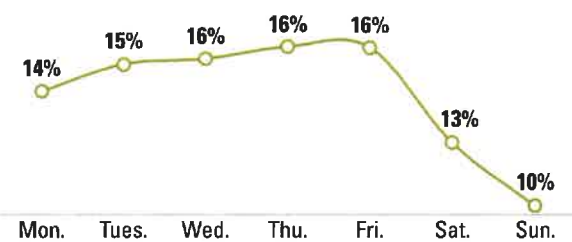
The Focus Area’s average monthly visitation quickly recovered post-Covid and surpassed pre-pandemic levels by the end of 2021, indicating a resilient retail market.

Visitation data suggest that the Focus Area’s retail supply primarily serves employees and commuters. The Focus Area has high visitation during weekdays, mainly from the Columbus MSA, with nearly half (46%) of visits from visitors living within 10 miles. Overall visitation drops significantly during the weekends as commutes through the Focus Area decrease to and from employment areas.

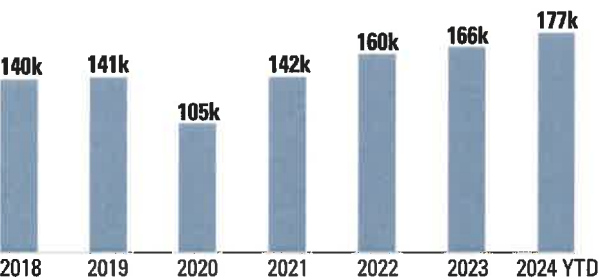
Visitation Rates by Home Location



Visits by Day of Week



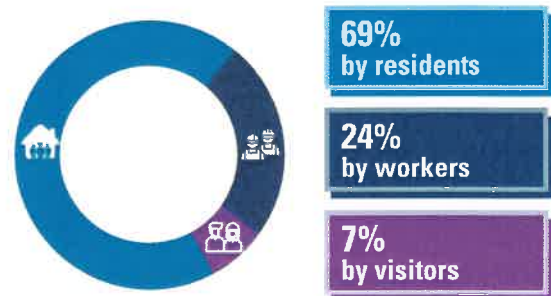
Average Monthly Visitation, 2018-2024 YTD



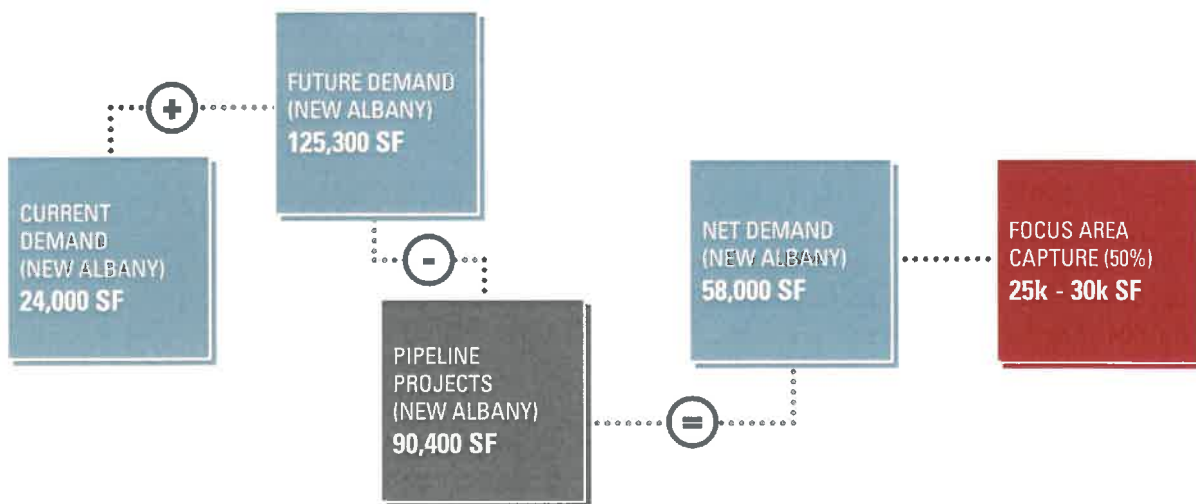
FOCUS AREA RETAIL DEMAND

The Focus Area is projected to capture 25,000 to 30,000 square feet of New Albany's future retail demand. The three main drivers of retail demand are the number of residents, workers, and visitors within a given area, each affecting the types and locations of future retail deliveries. While residents are generally the primary drivers of retail demand, workers and visitors often significantly impact demand for auto-oriented retail/commercial and hospitality establishments. Based on current visitation data, the market for future retail in the Focus Area is likely to continue focusing on meeting the daily needs of workers and commuters.

Average Annual Retail Spending



Focus Area Future Retail Demand Summary



OFFICE TRENDS

The office market in the Columbus MSA has struggled to recover post-Covid.

Office vacancy remains high in the Columbus MSA at 24.8%, which is up from 23.4% in Q1 2023. Net absorption has remained negative every year since 2019, which quantifies the difference between the amount of space leased and the amount of space vacated in a commercial real estate market over a specific period of time. However, lease rates have remained steady since 2022, with a median office rent of \$21.45 per square foot.

Offices are doing better when located in or near high-quality, mixed-use destinations.

Office markets are healthier in areas like Bridge Park and Grandview Yard due to their dense, walkable, and mixed-use oriented design, where intentional efforts were put into placemaking.

Office competition is growing around the Focus Area.

While the Focus Area currently supplies 440,000 square feet of office space, no new office space was added since 2010 as the PMA added 2.6 million square feet since 2010. An additional 76,000 square feet of office space was proposed in 2023, none of which is in New Albany.

The Focus Area's office vacancy rates are rising, but remain significantly lower than the PMA.

Average vacancy has increased from 1.5% in 2019 to 3.1% in 2024. Although the current average vacancy in the PMA is far higher at 15%.

Office rents in the Focus Area have stagnated since 2019, but remain higher than the PMA and regional average.

Average office rent in the Focus Area is \$18 per square foot, slightly higher than the PMA (\$17) and the region (\$16).

440,000

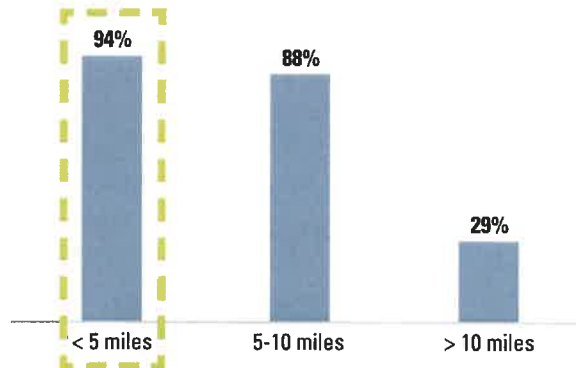
Sqft. of Office Space, Focus Area

Office Vacancy Rates, MSA, PMA, Focus Area

Vacancy Rate, 2024

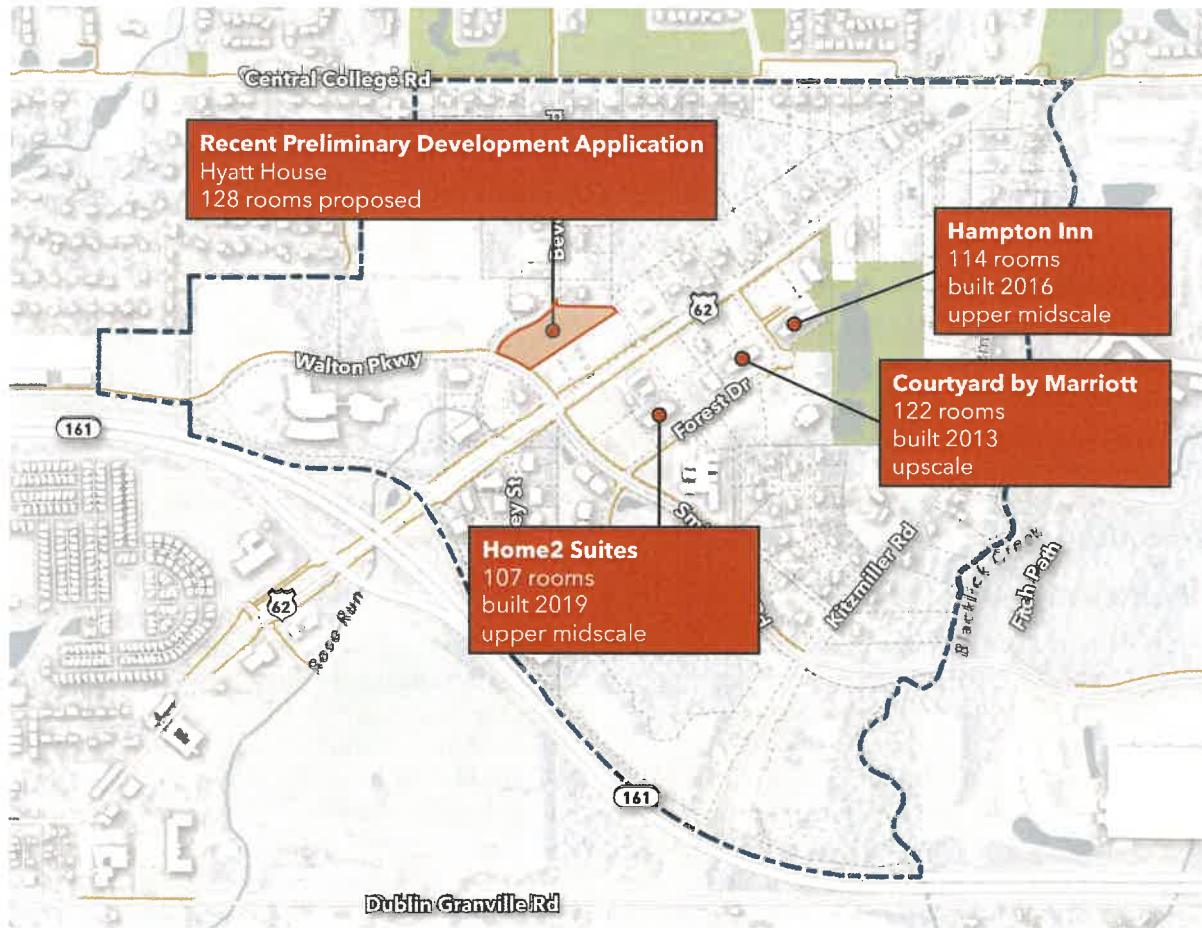
Columbus MSA	24.8%
PMA	15%
Focus Area	3.1%

Percentage Return to Pre-COVID Workplace Attendance by Home Location, 2023 share of total annual office attendance over 2018



When workers live close, they prefer to work on-site.

People like coming to work in an office if it's convenient to do so.



HOSPITALITY

The hospitality market in the Focus Area remains competitive due to its proximity to New Albany's business park. The clustering of hotels impacts the demand for supporting services in the area for visitors to enjoy. Hotel visitation generates daytime and overnight revenues primarily in retail, food and beverage, and entertainment sectors. These three sectors comprised two-thirds of 2023 Columbus overnight and day-trip visitor spending.

Legend

Plan Boundary	
Existing Leisure Trails	
Parks/Open Space	
Parcel Boundaries	

MARKET STRATEGY

BACKGROUND

The goal of a market analysis is to provide answers to questions about aspects of the community that impact the real estate market and its opportunities for future growth. Market analysis provides the foundation for market strategy—the creation of a formal plan for building up the existing assets, overcoming the challenges, and augmenting the unique characteristics of the community identified by the market analysis to achieve and sustain desired development outcomes. The following strategies are potential options for the city of New Albany to pursue in concert with community preferences and stakeholder feedback.

Resident Growth in the PMA

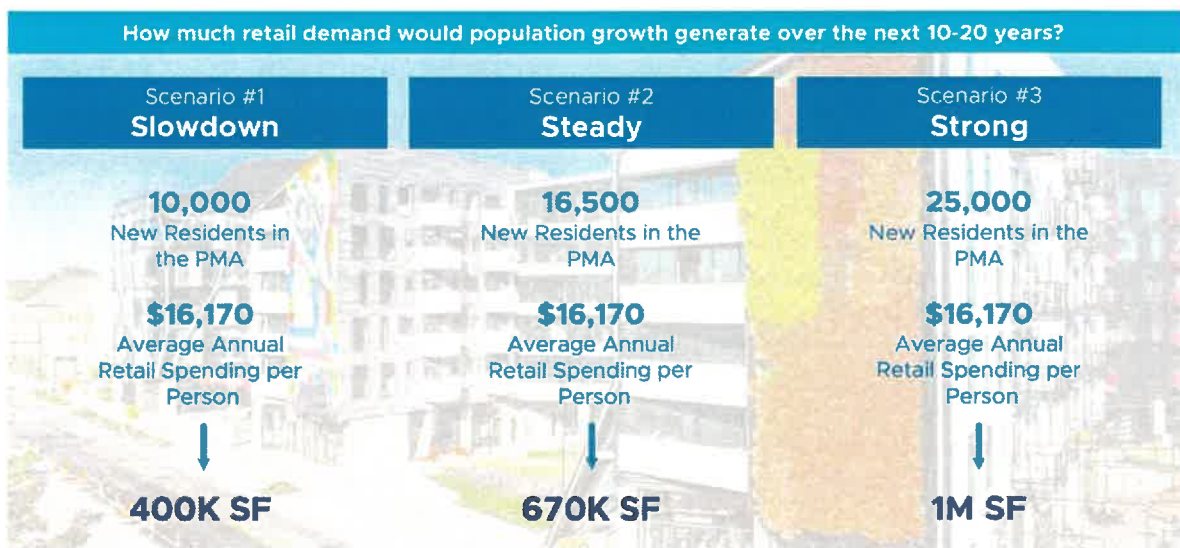
New Albany is an affluent community and an emerging employment hub in the growing Columbus MSA. Given these conditions and an abundance of developable land, the community is an attractive locality for future commercial, industrial, and residential development. The city's potential for future investment can be enhanced by using the opportunity to grow its residential population, which would, in turn, support the development of a vibrant, walkable, and diverse retail district. While New Albany's Village Center provides this type of desired environment, it requires continued subsidy due to the restricted size and spending capacity of the community. New workers in the city will also grow retail support. Still, the resident-to-worker spending ratio is approximately seven to one—that is, it would take seven new workers to provide the retail support of a single new resident.

In the “post-COVID” environment, low office demand is another key reason to focus on resident growth. The local and national office market is rapidly changing. New Albany's office typologies – large-scale, auto-oriented, suburban office parks – are becoming more challenging to market as demand has shifted toward smaller, higher-quality office spaces in dense, walkable environments. This trend poses a vulnerability for New Albany and is illustrated by continued low rates of office utilization—among six properties in and near the Focus Area, only one property (offices at Walton Parkway) has seen attendance restored to 2018 figures, and by far the largest decline in attendance was among workers living more than 10 miles away. Thus, adding new residents to areas around the Focus Area is necessary to support the community's goal of providing continuous organic support for more extensive office development.

Growth Scenarios

The three growth scenarios outlined below highlight the various levels of potential residential growth and its impact on future retail development in the Primary Market Area (PMA). Given the strong population growth expected in the PMA over the next decade, retail demand is anticipated to increase even in the most conservative scenario.

Primary Market Area (PMA) encompasses more than just New Albany. The PMA includes areas generally within a 10-minute commute from the Focus Area to areas with similar socio-economic conditions.



The more residents captured within the PMA, the more retail space it can support; hence, New Albany's (and the Focus Area's) capture of growing demand under any of these scenarios depends on an increase of residential units over the forthcoming decade.

How does residential growth in the PMA affect retail demand in the Focus Area?

More residential creates more community-centered retail. The types of retail demand captured by the Focus Area greatly depends on how much of the projected residential growth within the PMA can occur within or nearby the Focus Area. As outlined in the Market Study, supporting a neighborhood retail center generally requires a population

support of 3,000 to 40,000 residents within a 1.5-mile trade radius. The closer residents can locate in walking or bikeable proximity to retail areas within the Focus Area, the better chance that retail demand will begin to shift from auto-centric uses to neighborhood-oriented establishments that align with the community's aspirations for the area.

MINI NODES

The Focus Area is well-positioned for retail development that supports daily needs, as the local market (two-mile radius) is underserved while many retail categories in the PMA are oversupplied. A viable strategy for retail development is to focus on this local market via the creation of a “mini node”—a hyper-local destination for services and retail curated for the specific desires and needs of the community. Mini nodes are typically multi-tenant strip centers that contain small, leasable spaces (e.g., less than 1,000 sqft.) tenanted by services that cater toward the immediate resident base, such as salons, coffee shops, counter-service restaurants, fitness studios, and urgent cares. Examples of three “mini nodes” in the Columbus MSA include Plaza at Hamilton Quarter, The Shoppes at Olentangy Crossing, and Linworth Crossing Retail – all strip centers developed within the last decade that vary from 15,000 to 43,000 sqft. and source nearly all customers from within a 10-mile radius, but rely typically on much smaller trade areas, such as within a one-mile radius, for repeat traffic. Implementing a “mini node” at the Study Area allows adding desired community services that are otherwise absent in New Albany in a central, highly accessible destination.

Mini Nodes: Case Studies



Plaza at Hamilton Quarter

- Strip Center
- 15,000 SF
- 78% of visits within less than 10 miles
- Built 2021



The Shoppes at Olentangy Crossing

- Strip Center
- 15,400 SF
- 72% of visits within less than 10 miles
- Built 2022



Linworth Crossing Retail

- Strip Center
- 43,000 SF
- 82% of visits within less than 10 miles
- Built 2016

TENANT CURATION

The Focus Area is projected to be able to accommodate an additional 30,000 to 35,000 sqft. of retail space over the next decade. For this space to succeed in both the short and long term, creating a tenancing strategy will ensure that the specific services and goods provided will meet the wants and needs of existing and prospective community members.

One method of identifying retailers for future tenancing is by evaluating the psychographic profile of New Albany's current residents. In this context, psychographics refers to sets of demographic characteristics and consumer preferences shared by groups of residents within a given geography. Commonly used in marketing, psychographic profiles indicate common interests, values, and behaviors within a community that, when combined with demand gap analysis, can direct to potential desirable tenants within the retail environment.

Esri Tapestry Segmentation data provides profiles of U.S. communities divided up into 67 distinct segments, the following of which are most common among households in the city of New Albany:

- **Professional Pride:** Upscale suburban families that tend to prefer new homes in growing outer-ring suburbs and follow the latest lifestyle, health and fitness, tech, and parenting trends. They comprise 58 percent of the city households.
- **Top Tier:** Established families and retirees who represent the highest earners in the country and have a taste for luxury goods, international travel, and fine dining. They comprise 17 percent of the city households.
- **Workday Drive:** Stable upper-middle class households that tend to value convenience, familiarity, and safe, family-oriented communities. They comprise 11 percent of the city households.
- **Boomburbs:** High-earning and well-educated young families that are attracted to outdoor adventures and keep up to date with the newest trends in tech, interior design, and apparel. They comprise six percent of the city households.

Professional Pride	Top Tier	Workday Drive	Boomburbs
			
3.13 HH Size	2.84 HH Size	2.97 HH Size	3.25 HH Size
\$140k Income	\$200k Income	\$100k Income	\$120k Income
92% Homeowners	90% Homeowners	85% Homeowners	84% Homeowners
Whole Foods BMW Dealership CYCLEBAR Farm-to-table cafes Gastropub Sephora Salons and spas Apple Store Ralph Lauren	Boutique grocer Ferrari Dealership Bouche Wine bars Fine dining Performing Arts Center Dry-cleaning COACH Private financial management	Costco Chrysler Dealership 24 Hour Fitness Chipotle Family restaurants Drive-thru car wash Children's Place Sheetz Target	Kroger EVs Apple Store REI Barre Bed Bath & Beyond Starbucks Private preschools Nordstroms

PLAN DIRECTION

INTRODUCTION

The following chapter presents the primary recommendations for the US-62 Interchange Focus Area. These recommendations are the result of a thorough public engagement process, where community members reviewed and iterated regularly on the plan direction and future outcomes. The plan direction is organized into four components:

- **Constraints and Realities** - a high-level review of findings gathered throughout the engagement process and market study, which informs key ideas presented throughout this chapter.
- **Future Land Use Character** - establishing where and what types of development should occur in the future, including specific land uses, building scale, roadway character, parks, and open space considerations.
- **Future Thoroughfare Plan** - identifying the functional and character classifications for all existing and future roadways in the Focus Area, including considerations for streetscape elements and right-of-way dimensions.
- **Public Realm Improvements** - recognizing key public investments that will enhance the character and function of the Focus Area, including intersection improvements, planned parks, and leisure trail connections.



CONSTRAINTS & REALITIES

The following takeaways summarize important concepts and lessons learned during the planning process, including the market study, survey data, and conversations with community members and the Steering Committee. These statements describe current realities that face the Focus Area and build the framework for the plan's direction and process. They describe the current conditions in the Focus Area and aim to justify the recommendations made throughout this plan, signaling the community's desired direction and providing guidance for public investments (roads, parks, trails) and new private development (permitted forms and character).

1

Residents prefer a different development pattern than what is offered in the Focus Area. The community input highlights an overall dissatisfaction of how the area developed over time compared to other areas in New Albany.

Public Survey Results

Q.3: On a scale of 1-10, with 1 being the lowest and 10 being the highest, how satisfied are you with the Focus Area today? (n=488)



Q.4: Tell us more about your answer to question 3: (n=419)

Don't want more fast-food restaurants.	33%
Traffic, congestion along roadways and at intersections, access management, and traffic signals are a major concern.	26%
Don't want more auto-oriented uses (Oil Change, Gas Station, Car Wash)	16%

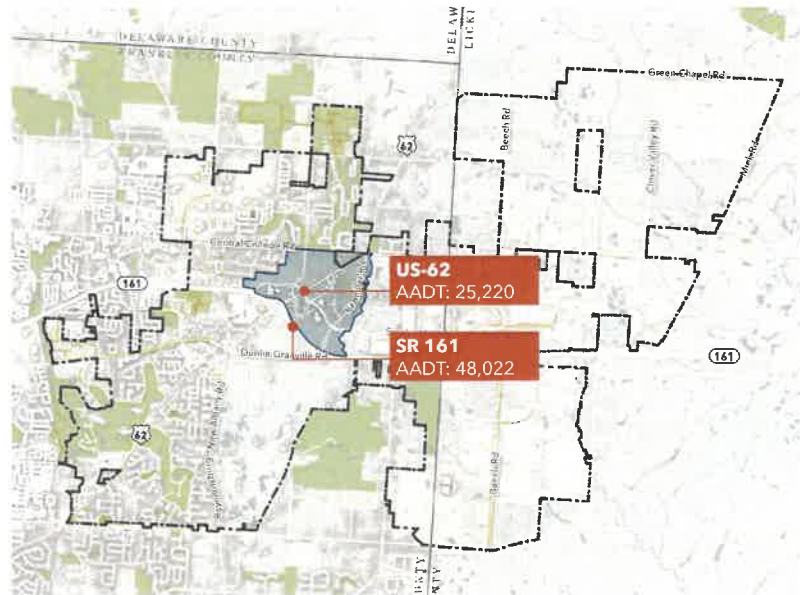
Q.6: What would you change or improve in the Focus Area? (n=411)

More sit-down, upscale, or casual restaurants.	33%
Continue prioritizing traffic and roadway improvements.	20%
More high-quality, small shops/specialty retail/grocers.	14%

2

The US-62 Interchange will continue to be an important regional vehicular connection. US-62 is an important regional state route and carries significant traffic. This will likely not change.

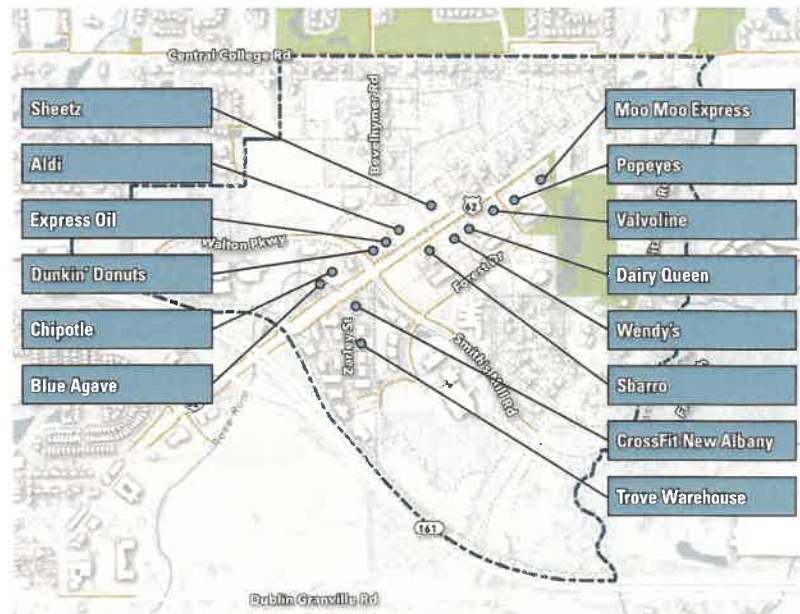
AADT: US-62, SR 161



3

Data points to a supportive market for the current retail offerings in the Focus Area. The current and foreseeable market pressure in the Focus Area favors quick service retail, drive-through uses, and multi-unit residential development. Visitation rates suggest that this demand is primarily driven by commuters and employees.

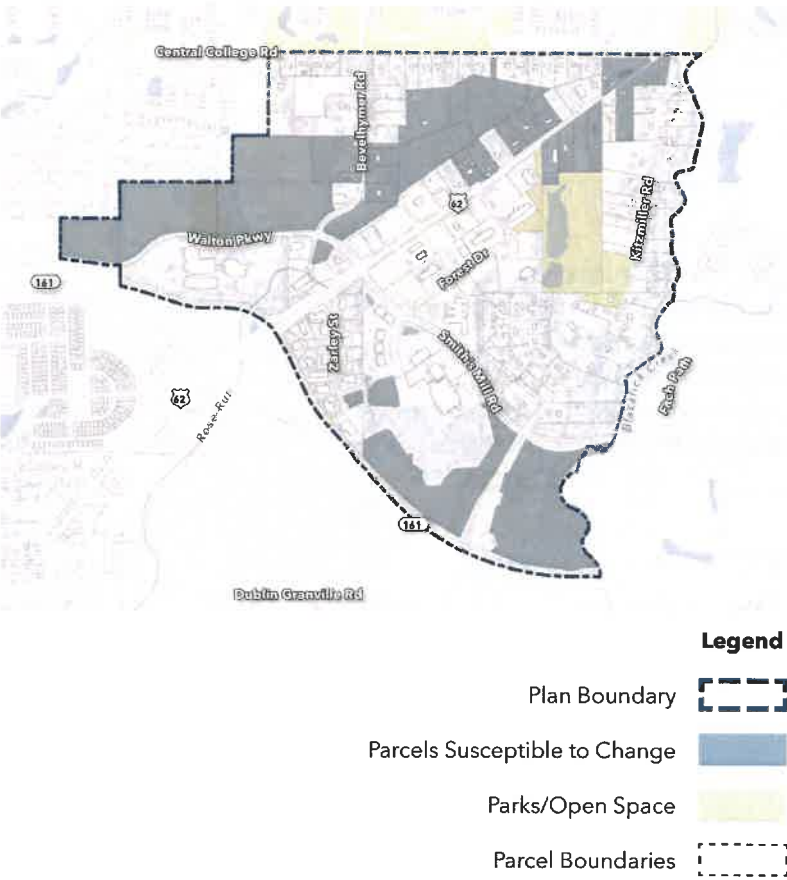
Retail Establishments in the Focus Area



4

Development will likely occur incrementally. Most of the land in the Focus Area is privately owned, and changes will occur when landowners are ready to sell or develop their properties. The areas identified above as most susceptible to change may evolve more quickly than others; however, the scattered ownership in these areas makes it challenging to create a cohesive development pattern.

Areas Susceptible to Change

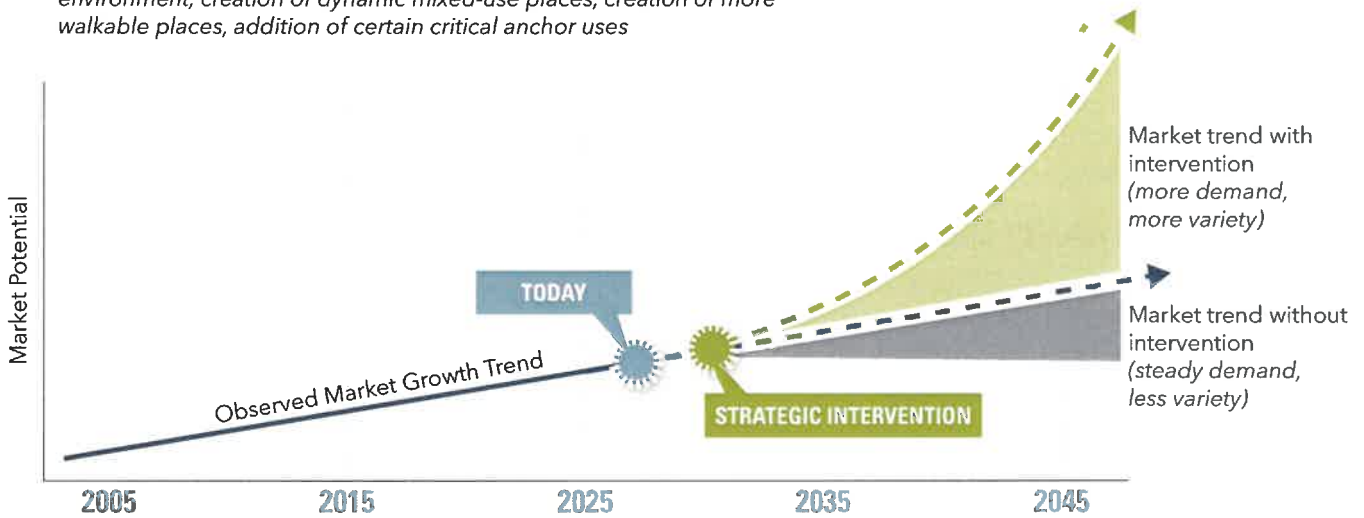


5

Changing the real estate market will require time and innovative ideas. To manage market pressure and foster suitable private development as expressed by the community and the Steering Committee, it will be essential to introduce various strategic interventions to spark a shift in the retail environment.

Impact to Market Demand With Strategic Placemaking Intervention in a Slow Growth Market

Examples of strategic interventions: placemaking, shift in real estate environment, creation of dynamic mixed-use places, creation of more walkable places, addition of certain critical anchor uses



Bridge Park and Grandview Yard exemplify two strategic investments that impacted the surrounding real estate market. Steering Committee members visited both sites to identify qualities that may be applicable to the Focus Area. They expressed overall interest in similar development patterns, while ensuring that they respect New Albany's character, scale, and context. Bridge Park exemplifies a contemporary approach to density that supports a vibrant market for retail, offices, and restaurant real estate. This is accomplished by developing a walkable street network, designing highly-activated building frontages, and creating distinctive public spaces. Most importantly, Bridge Park fosters cultural and civic connections by linking Riverside Crossing Park to historic downtown with a pedestrian bridge.



FUTURE LAND USE CHARACTER

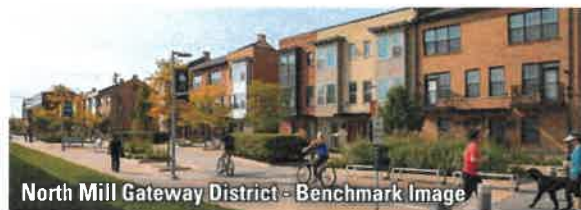
BACKGROUND

This section serves as a guide for future land use and development within the Focus Area. It is intended to assist city officials in shaping development discussions, pursuing future updates to codified ordinances, and communicating development priorities and preferred character expressed by the community. For private development, this section establishes clear expectations regarding the intent and preferred development pattern for parcels within the Focus Area.

FUTURE LAND USE CHARACTER MAP

The Future Land Use Character Map identifies four distinct land use character typologies and their specific locations within the Focus Area. Each typology is detailed in the following pages, providing descriptions, purpose statements, development considerations, and any relevant supplemental materials. The four typologies are:

- **North Mill Gateway District** - A vibrant, pedestrian oriented district characterized by diverse building types and context-sensitive development patterns that integrate seamlessly with their surroundings. This district is divided into three subdistricts to emphasize the gradient of development that is desired here.
- **Zarley Industrial Park** - a unique, historic pocket of flex office/industry and small business, strategically positioned to support New Albany's evolving employment needs, including continued support for small businesses.
- **US-62 Commercial Core** - a robust corridor of auto-oriented retail, commercial, civic, and accommodation uses, situated along one of the city's primary thoroughfares.
- **Office Campus** - an important hub for medical, healthcare, continuing care, and office headquarters.



Future Land Use Character Map



Legend

- Zarley Industrial Park
- US-62 Commercial Core
- Office Campus
- North Mill Gateway District**
- Subdistrict A
- Subdistrict B
- Subdistrict C

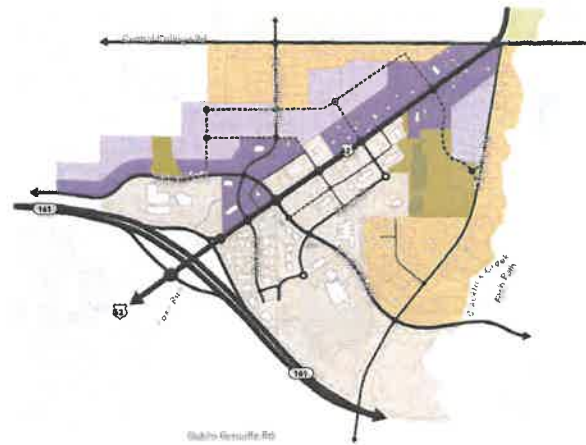
NORTH MILL GATEWAY DISTRICT

The North Mill Gateway District is a land use character typology that promotes specific building forms to encourage cohesive and thoughtful development over a long period of time. Given that certain parcels within this typology may be more susceptible to change quicker than others, future development will likely unfold incrementally over the span of 15-25 years. As the area changes, this new approach ensures that new development remains cohesive and abides by the same set of guidelines.

Purpose

- Encourage a multi-functional, compact neighborhood pattern consistent with the quality and character of New Albany.
- Promote neighborhood-scaled development, including a walkable mix of uses, recreation areas, and civic spaces.
- Introduce a variety of housing types at different scales and strategic locations, while remaining sensitive to the surrounding context.
- Emphasize distinctive, high quality, and four-sided architecture that is aligned with the guidelines established in New Albany's Design Guidelines & Requirements (DGRs). A preference toward vernacular, rectangular form houses, and barn-inspired architecture is appropriate for this district to blend with existing buildings yet distinguish it from the architectural styles in the nearby Village Center.
- Activate more civic and green spaces that provide connectivity, preservation, and recreation.
- Emphasize a cohesive identity or brand for future development that signals/reinforces best-in-class design and upholds community aspirations.
- Implement development typologies and standards based on community feedback

North Mill Gateway District Designated Area



that encourage a shift in the real estate market towards preferred commercial and retail offerings.

- Provide additional multi-modal connectivity throughout the Focus Area.

Subdistricts

The North Mill Gateway District covers a variety of areas that differentiate in existing land uses and adjacency to either commercial or residential areas. The three identified subdistricts promote a development gradient that introduces various building typologies appropriate for each subdistrict. Certain building typologies identified in this section have varying lot size and building scale expectations depending on which subdistrict they are permitted in.

Subdistrict A includes areas fronting major arterial or collector streets that are appropriate for larger building scales, a mix of commercial and residential uses, increased pedestrian activity, centralized green spaces, and civic amenities.

Subdistrict B is a “transitional zone,” which identifies areas where future developments have to demonstrate a gradual decrease in land use intensity and building scale as they approach existing residential areas within and surrounding the Focus Area. This may involve, but is not limited to, stepping-down building heights, increasing landscape buffers and lot setbacks, and positioning development so that smaller-scaled buildings are situated between the highest intensity of proposed buildings and Subdistrict C and/or existing residential areas.

Subdistrict C includes existing residential lots and areas where more traditional, single-unit or attached residential structures are appropriate.

In the case where land is not currently designated within the North Mill Gateway District, landowners may elect to become part of one or multiple subdistricts, subject to review by city staff based on the location and surrounding context of the subject parcel(s).



NORTH MILL GATEWAY DISTRICT - SUBDISTRICT A

Purpose

This subdistrict is characterized by mixed-use, pedestrian-oriented development with primary access to arterial roads, creating a highly visible and walkable destination. Distinctive gateway elements, like linear parks and civic spaces, more prominent building scale, and uses oriented around community gathering establishes this area as a key focal point and destination in the Focus Area, while anchoring supporting uses that surround it.

Roadway Character

Typology A Street, see pg. 110

Building Height

Maximum 4 stories

Open Space

10-20% of gross development acreage, with at least 60% of total open space dedicated as publicly accessible parkland

Parking

Parking areas and/or structures located behind principle buildings

Permitted Building Typologies

Urban Commercial, see pg. 84

Flex Office, see pg. 85

Multi-Unit, see pg. 87

Lined, see pg. 88

Classic Commercial, see pg. 89

Courtyard, see pg. 90

Townhome, see pg. 91

Campus, see pg. 86



Subdistrict A Designated Area

Development Considerations

- A** Encourage higher-intensity, active uses near major roadways. This allows for quick vehicular access and visibility, while allowing for more pedestrian-scaled activities to occur further away from main entry points.
- B** Frame buildings and blocks perpendicular to major roadways and around central public greenspaces to allow for safer pedestrian activity throughout the site and less noise generated from major roads.
- C** Integrate a variety of second and third-floor housing types, encouraging walkable access to retail and recreation amenities nearby. Where applicable, ground-floor residential is also encouraged, allowing for variable street frontages and increased pedestrian activity.
- D** Provide on-street, parallel parking facilities fronting commercial and retail uses.



NORTH MILL GATEWAY DISTRICT - SUBDISTRICT B

Purpose

This subdistrict includes areas suitable for high-quality, integrated neighborhoods, designed around pedestrian connectivity and proximity to community amenities. These areas include a variety of residential building types, with opportunities for local pockets of commercial. Streets in this subarea are quiet, compact, and serve primarily local residents and surrounding bicycle traffic.

Roadway Character

Typology B Street, see pg. 111

Building Height

Maximum 3 stories

Open Space

15-25% of gross development acreage, with at least 60% of total open space dedicated as publicly accessible parkland

Parking

Parking areas located behind principle buildings

Permitted Building Typologies

Flex Office, see pg. 85

Multi-Unit, see pg. 87

Lined, see pg. 88

Classic Commercial, see pg. 89

Campus, see pg. 86

Courtyard, see pg. 90

Townhome, see pg. 91

Two Family House, see pg. 92

House, see pg. 93



Orleans Landing, Detroit, MI



Franklin, TN



Mill Quarter, Bend, OR



Van Aken District, Shaker Heights, OH

Subdistrict B Designated Area



Development Considerations

- A** Screen uses from major roadways through linear park spaces that provide sidewalk and leisure trail connections, seating areas, and shade.
- B** Promote a variety of housing types and densities framed around an internal network of gridded streets and sidewalks.
- C** Provide a horse fence and other street edge conditions close to major roadways to signal a change in the development pattern as vehicles enter into the Focus Area.
- D** Frame residential buildings around public green spaces, providing accessible and safe recreation opportunities.



NORTH MILL GATEWAY DISTRICT - SUBDISTRICT C

Purpose

This subdistrict includes residential areas situated on lots with larger setbacks from rural or residential roads. These areas are quiet, but connected to surrounding amenities and civic uses through trails and improved streetscape infrastructure. This typology also incorporates natural features, open space, and passive recreation to maintain existing rural character.

Roadway Character

Neighborhood, see pg. 114

Building Height

Maximum 2.5 stories

Open Space

25-40% of gross development acreage -
Neighborhood parks, preserves, greenways,
trails, open space

Parking

Detached/attached garages located behind
or to the side of principle buildings

Permitted Building Typologies

Two Family House, see pg. 92

House, see pg. 93

Rural Residential, see pg. 94



Development Considerations

- A** Lot types with larger setbacks/front yards are encouraged in transitional areas to integrate new housing with surrounding rural lots.
- B** Single-unit residential building typologies should blend well with the existing residential character, while still encouraging modern accents.
- C** Gradually step down the density of housing types by introducing “middle-housing,” softening edges between rural residential and mixed-use areas along corridors.
- D** Provide pocket parks nearby residential areas for convenient, walkable access.

Subdistrict C Designated Area



NORTH MILL GATEWAY DISTRICT - BUILDING TYPOLOGIES

Building typologies outlined below describe the types of structures permitted within each subdistrict. This approach ensures that proposed land uses uphold an expectation of high-quality architectural standards and appropriate scale. It also deters an auto-oriented development pattern that may conflict with the community's aspirations for this area.

Each building typology is accompanied by a set of lot and building expectations that provide general guidance for future development. These include appropriate ranges for lot size, lot width, lot coverage, yard setbacks, building height, and anticipated residential dwelling unit densities, where applicable.

General Building, Lot, and Site Considerations

General

- Gross dwelling unit density in the North Mill Gateway District should not exceed 7 dwelling units per acre. This can be achieved by promoting a balance of residential development, including a mix of higher and lower net density areas across development sites.
- If lot and building expectations found herein cannot be reasonably achieved on a site, the city should consider alternative dimensional requirements, so long as the applicant provides justification that a deviation from the range of expectations are beneficial to achieving the purpose and intent of the North Mill Gateway District.

Open Space

- Integrate civic green space with development to soften the frontage along primary traffic corridors. They can also serve to square off buildings and internal road connections.

Permitted Building Typologies			
Building Typology	Subdistrict		
	A	B	C
Urban Commercial			
Flex Office			
Campus			
Multi-Unit			
Lined			
Classic Commercial			
Courtyard			
Townhome			
Two Family House			
House			
Rural Residential			

- For parcels under five acres that are not part of a larger development plan, open space requirements should be waived or modified so long as all other applicable engineering and stormwater permits/standards are met.

Lot Access

- Build an internal public street network to facilitate site access. New development should be accessed through a “gridded” street network, providing multiple connections throughout a site to mitigate congestion at entrances or at key intersections.
- Where an alley or service drive is present, off-street parking and service must be accessed through the alley.
- Where an alley is not present, any off-street parking and services must be accessed by a driveway, with specific width limitations.
- On corner lots without alley access, driveways should be off the street not facing the primary entrance.

Parking

- Off-street parking should be located in the rear yard for all building typologies, except for House and Rural Residential building typologies, where certain structures may have attached garages accessed from the street.
- In addition to general parking recommendations for each building typology, it is encouraged to utilize accepted standards, such as those published by the Urban Land Institute (ULI) and/or the Institute of Transportation Engineers (ITE) to evaluate parking requirements for future mixed-use developments.
- Off-street surface parking should be set back at least five feet from any street right-of-way.

Service & Utility Standards

- Any above-ground mechanical devices must be located in the side or rear yard and fully screened from view.
- Any above-ground utility structures should be in alleys, side yards, or rear yards and must be screened.
- Dumpsters must be stored out of public view and screened from adjacent properties.

Building Frontage

- At least one functioning entrance must be provided from the street or side yard.
- Residential entrances must incorporate a frontage element, such as a stoop, porch, or gallery.
- Buildings on corner lots must have windows and at least one vertical plane break on the second street-facing elevation.

Landscape Standards

- All street and side yards must be landscaped with trees, shrubs, grass, ground covers, or a combination of these elements.

Architecture

- Building typologies may vary in architectural style, as long as they meet the New Albany Design Guidelines and Requirements.

Urban Commercial

A larger scale structure designed to accommodate a mix of uses. Buildings share common walls to create an entire block.

Permitted Subdistricts

Subdistrict A

Subdistrict B

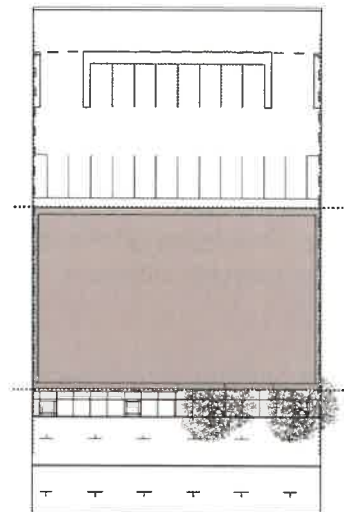
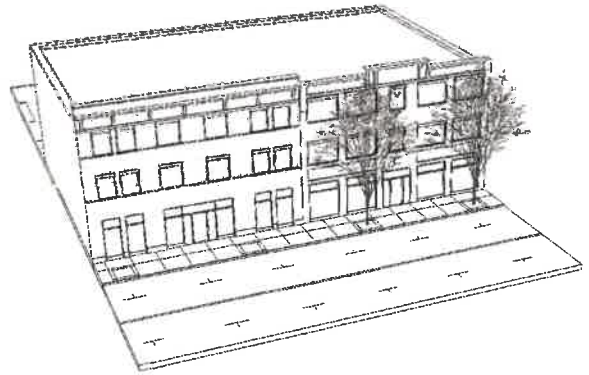
Parking

Residential: Min. 1 off-street space per unit.

Max. 1 off-street space per unit plus 1/2 space for each additional bedroom.

Non-Residential: Max. 1 off-street space per 350 sf

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	-	-	-	-
Lot Width	-	-	-	-
Lot Coverage	-	100%	-	100%
Street Yard	-	20 ft	-	20 ft
Side Yard	-	20 ft	-	20 ft
Rear Yard	15 ft	-	15 ft	-
Stories	-	4	-	3
Height	-	55 ft	-	45 ft

Flex Office

Structures with larger footprints and often designed with open concepts to accommodate a variety of modern office and associated warehousing, research and development, or indoor storage related to the business.

Permitted Subdistricts

Subdistrict A
Subdistrict B

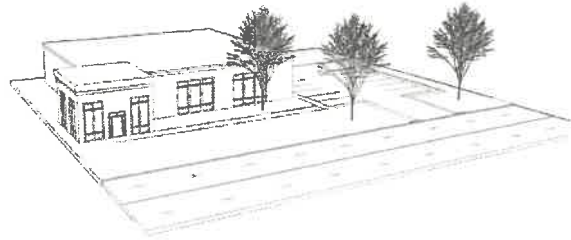
Parking

Parking shall be provided as needed and supported by evidence-based standards.

Other

Flex Office structures are encouraged to front along major collector roads only. Refer to the Roadway Functional Classifications on page 101.

Typical Lot Configuration



Georgetown, TX



Denton, TX

Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	1.5 acres	-	1.5 acres	-
Lot Width	-	-	-	-
Lot Coverage	-	40%	-	40%
Street Yard	25 ft	50 ft	25 ft	50 ft
Side Yard	25 ft	-	50 ft	-
Rear Yard	25 ft	-	50 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft

Campus

A structure or grouping of structures placed amongst open space in a semi-formal arrangement.

Permitted Subdistricts

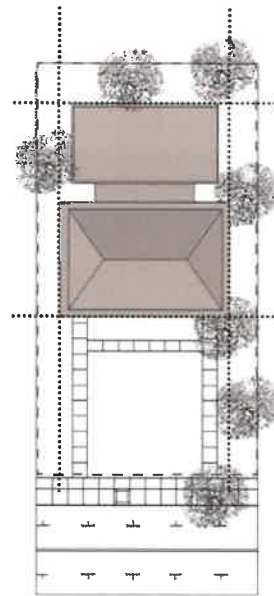
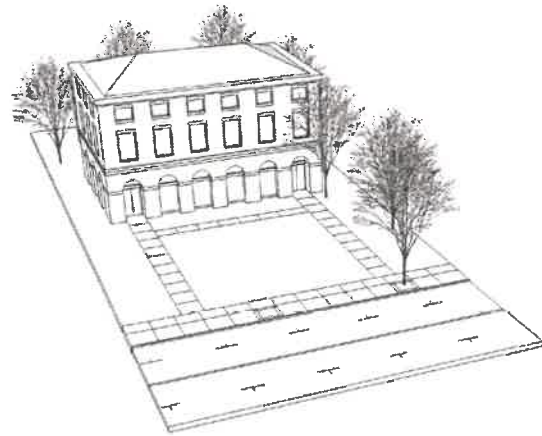
Subdistrict A

Subdistrict B

Parking

Parking shall be provided as needed and supported by evidence-based standards.

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	-	-	-	-
Lot Width	-	-	-	-
Lot Coverage	-	100%	-	100%
Street Yard	30 ft	-	30 ft	20 ft
Side Yard	20 ft	-	20 ft	-
Rear Yard	20 ft	-	30 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft

Multi-Unit Building

A structure designed to accommodate multiple units above or beside each other.

Permitted Subdistricts

Subdistrict A

Subdistrict B

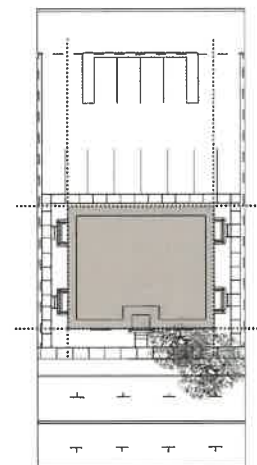
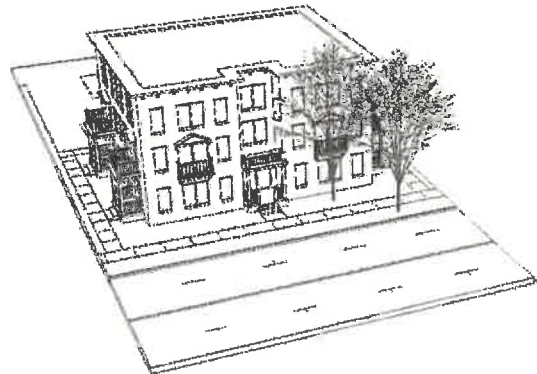
Parking

Min. 1 off street space per unit. Max. 1 off-street space per unit plus 1/2 space for each additional bedroom.

Building Frontage

- Entrances to units may be individual entrances, a foyer entrance, or internal corridor entrance from a street yard.
- Stairways to upper story units must be enclosed and internal to the building footprint

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	10,000 sf	-	10,000 sf	-
Lot Width	90 ft	200 ft	90 ft	200 ft
Lot Coverage	-	75%	-	75%
Street Yard	5 ft	15 ft	5 ft	15 ft
Side Yard	5 ft	-	5 ft	-
Rear Yard	15 ft	-	15 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft

Lined

A mixed-use structure that fronts a parking deck to screen it from view.

Permitted Subdistricts

Subdistrict A

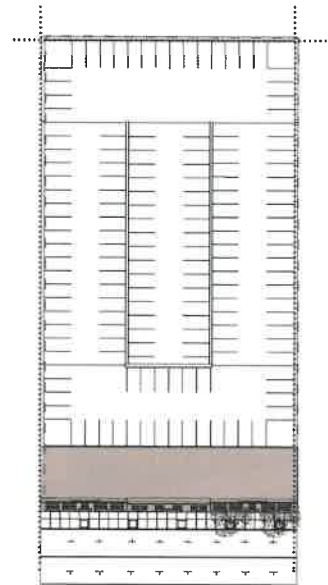
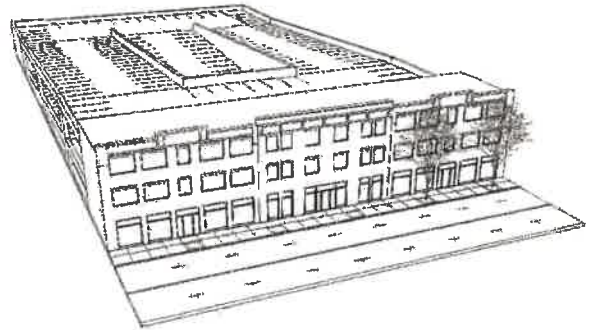
Subdistrict B

Parking

Residential: Min. 1 off-street space per unit.
Max. 1 off-street space per unit plus 1/2 space for each additional bedroom.

Non-Residential: Min. 2 off-street spaces.
Max. 1 off-street space per 500 sf

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	-	-	-	-
Lot Width	-	-	-	-
Lot Coverage	-	100%	-	100%
Street Yard	-	20 ft	-	20 ft
Side Yard	0 ft	-	0 ft	-
Rear Yard	10 ft	-	15 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft

Classic Commercial

A small scale structure designed to accommodate one or two users with small side and street yards.

Permitted Subdistricts

Subdistrict A

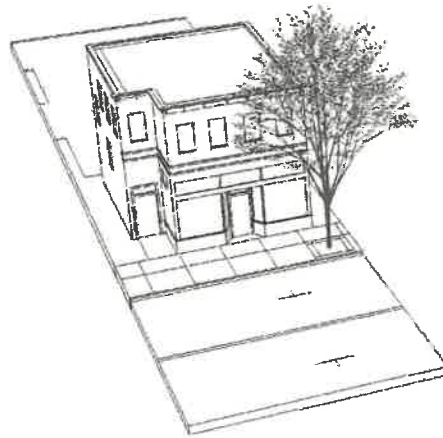
Subdistrict B

Parking

Min. 1 off-street space

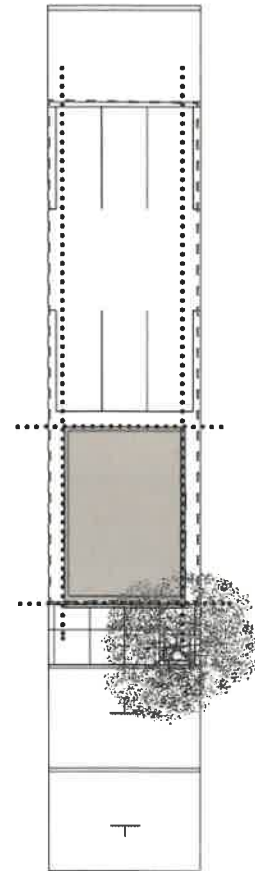
Max. 1 off-street space per 500 sf

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	4,000 sf	-	4,000 sf	-
Lot Width	50 ft	150 ft	50 ft	150 ft
Lot Coverage	-	95%	-	90%
Street Yard	-	15 ft	-	15 ft
Side Yard	3 ft	16 ft	3 ft	16 ft
Rear Yard	10 ft	-	15 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft



Courtyard

A set of structures containing multiple dwelling units (attached or detached) arranged around a private green or plaza space.

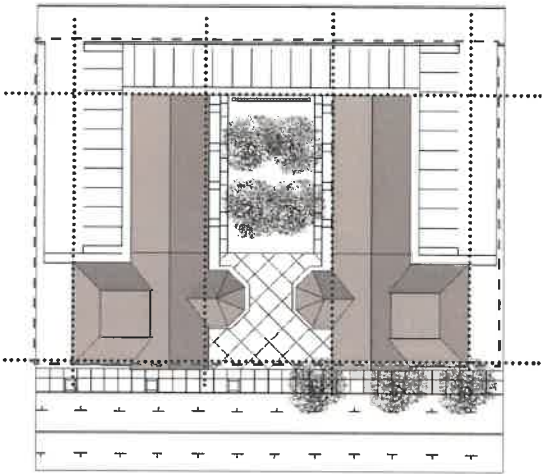
Permitted Subdistricts

- Subdistrict A
- Subdistrict B

Parking

Residential: Max. 1.5 off-street space per unit
Non Residential: Min. 1 off street space, Max. 1 off-street space per 400 sf

Typical Lot Configuration



Lot and Building Expectations				
	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	-	-	-	-
Lot Width	-	400 ft	-	400 ft
Lot Coverage	-	90%	-	75%
Street Yard	-	20 ft	-	20 ft
Side Yard	-	20 ft	-	20 ft
Rear Yard	15 ft	-	15 ft	-
Stories	-	4	-	3
Height		55 ft	-	45 ft

Townhome

A structure on one lot containing one dwelling unit with common walls on at least one side.

Permitted Subdistricts

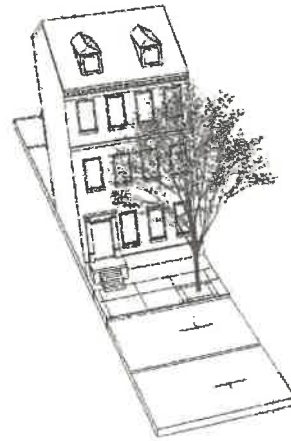
Subdistrict A

Subdistrict B

Parking

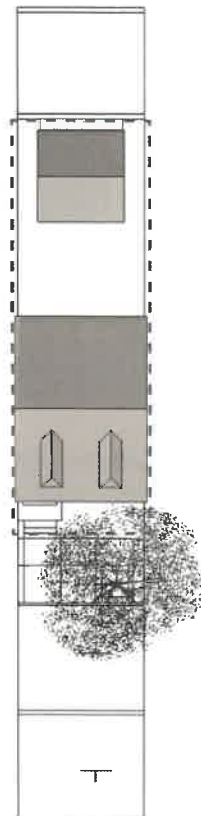
Min. 1 space per dwelling unit (on/off-street)

Typical Lot Configuration



Lot and Building Expectations

	Subdistrict A		Subdistrict B	
	Min.	Max.	Min.	Max.
Lot Area	1,000 sf	3,000 sf	1,500 sf	4,500 sf
Lot Width	16 ft	35 ft	20 ft	45 ft
Lot Coverage	-	100%	-	85%
Street Yard	-	10 ft	-	15 ft
Side Yard	-	-	-	-
Rear Yard	-	-	-	-
Stories	-	3	-	2
Height	-	45 ft	-	35 ft



Two-Family Building

A detached structure with two dwelling units that is massed as a single structure on one lot. Yards can range from small to large and units can be side-by-side or stacked.

Permitted Subdistricts

Subdistrict B

Subdistrict C

Parking

Minimum 2 spaces per Two-Family Building
(on/off-street)

Typical Lot Configuration



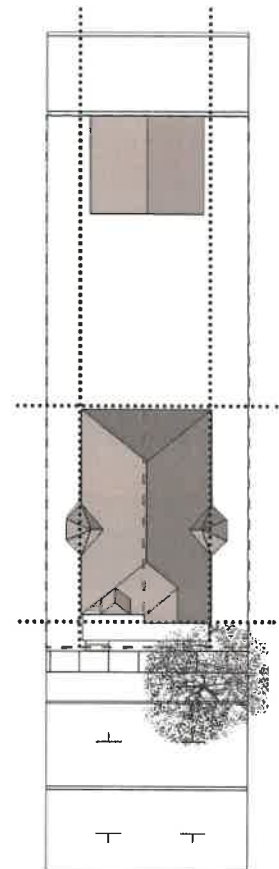
Anacortes, WA



Seattle, WA

Lot and Building Expectations

	Subdistrict B		Subdistrict C	
	Min.	Max.	Min.	Max.
Lot Area	3,000 sf	10,000 sf	7,000 sf	15,000 sf
Lot Width	30 ft	75 ft	70 ft	100 ft
Lot Coverage	-	50%	-	50%
Street Yard	5 ft	15 ft	10 ft	25 ft
Side Yard	10 ft	25 ft	10 ft	25 ft
Rear Yard	-	-	-	-
Stories	-	2.5	-	2.5
Height	-	35 ft	-	35 ft



House

A large detached structure that is typically two stories and contains one dwelling unit per lot.

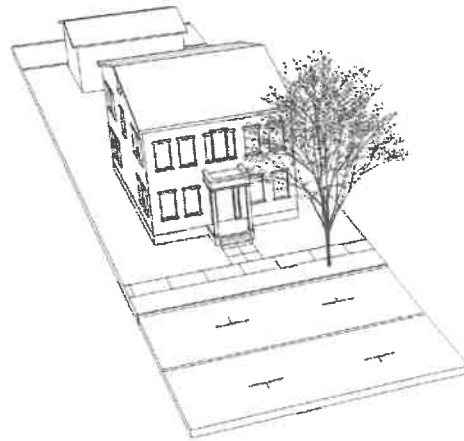
Permitted Subdistricts

Subdistrict C

Parking

Minimum 2 spaces per House (on/off-street)

Typical Lot Configuration



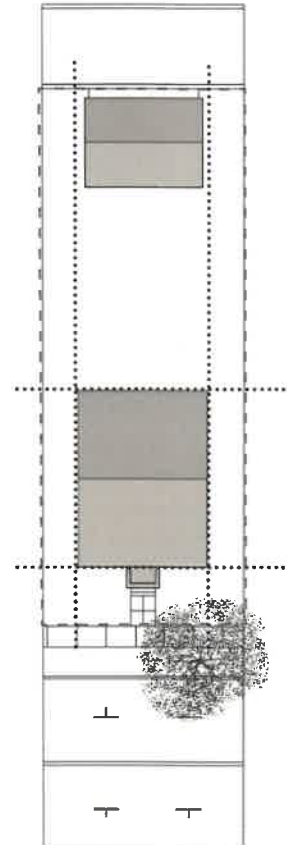
Grandview Yard, Grandview, OH



Berry Farms, Franklin, TN

Lot and Building Expectations

	Subdistrict B		Subdistrict C	
	Min.	Max.	Min.	Max.
Lot Area	2,500 sf	4,000 sf	4,000 sf	15,000 sf
Lot Width	25 ft	40 ft	70 ft	125 ft
Lot Coverage	-	75%	-	40%
Street Yard	10 ft	20 ft	15 ft	30 ft
Side Yard	5 ft	10 ft	10 ft	25 ft
Rear Yard	-	-	-	-
Stories	2.5	3	-	2.5
Height	-	40 ft	-	35 ft



Rural Residential

A large detached structure placed on a generous lot and larger permitted accessory structures.

Permitted Subdistricts

Subdistrict C

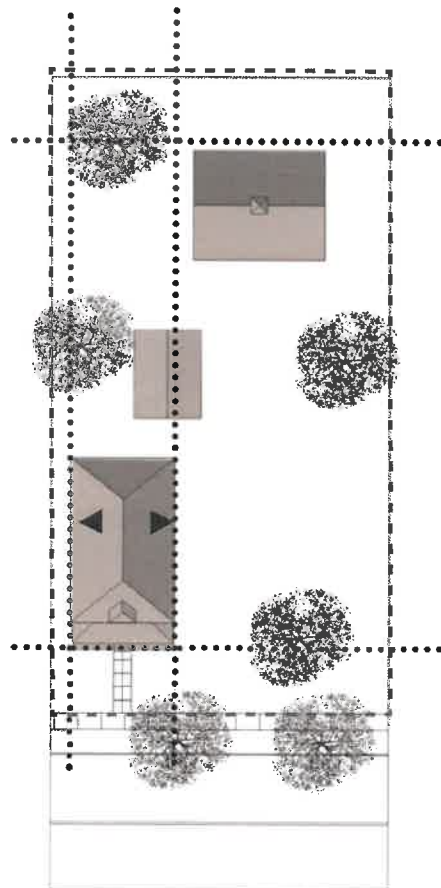
Typical Lot Configuration



Lot and Building Expectations

Subdistrict B

	Min.	Max.
Lot Area	15,000 sf	2 acres
Lot Width	100 ft	-
Lot Coverage	-	50%
Street Yard	20 ft	-
Side Yard	15 ft	-
Rear Yard	20 ft	-
Stories	1	2.5
Height	-	35 ft



ZARLEY INDUSTRIAL PARK

Zarley Industrial Park, established before the construction of State Route 161, is one of the first employment centers in what was primarily a rural area of Plain Township at the time. Today, it has successfully evolved into a thriving hub for small businesses and startups, which should be leveraged and protected to continue complementing the significant investments in technology, data, and medical sciences in New Albany. As demand for small-scaled, flex office/fabrication spaces continue to rise in Central Ohio, now is the time to leverage New Albany's existing assets to spark the next generation of small business growth in the city.

Purpose

- Encourage and procure a small-business, start-up, and incubator environment in the heart of New Albany.
- Invest in streetscape improvements that encourage pedestrian connectivity and appropriate landscaping and fencing.

Development Considerations

Roadway Character

Commercial Center, see pg. 109

Building Height

Maximum 2 stories

Open Space

Preserves, woodlots

Parking

Parking lots, located along the side or rear of principle buildings

Other

- Retain the area's established materiality and architectural style by incorporating features like metal siding, natural color palettes, and simple geometric forms that reflect the current aesthetic.

Zarley Industrial Park Designated Area



- Align with contemporary flex office/ industrial design trends, including modern updates such as expanded fenestration for natural light, energy-efficient materials, and dynamic facades and roof-lines.
- Ensure that new developments harmonize with the existing character while introducing thoughtful updates that enhance functionality and aesthetic appeal without overwhelming the area's established identity.
- Encourage, where appropriate, shared access and parking facilities for two or more uses.

Strategic Plan Alignment

Several key recommendations and considerations from the strategic plan are reiterated in this Focus Area Plan, including streetscape improvements, a proposed roadway connection, and revised considerations for general land use areas within the Zarley Industrial Park.

Streetscape Improvements

The Engage New Albany Strategic Plan recommends streetscape improvements to align Zarley Street with the character of surrounding New Albany streets. This includes curb and gutter, lighting, planted buffers, sidewalks, and horse fencing.

Zarley Street - Existing Condition



Zarley Street - Proposed Improvements



OFFICE CAMPUS

The Office Campus is anchored by institutions like Mount Carmel Surgical Hospital and includes a wide range of other office, medical, dental, and care-related uses all clustered along Smith's Mill Road and Walton Parkway. Future improvements should be focused on bolstering a "campus-like" built environment, achieved through internal and roadside leisure trail connections and crosswalks at strategic locations.

Purpose

- Encourage potential expansion of complementary medical and care-related uses.
- Promote medical, office, flex office/warehouse, and research & development uses.
- Fill in leisure trail gaps along Smith's Mill Road to increase connectivity.
- Explore other pedestrian mobility improvements along Smith's Mill Road.
- Protect woodlots, wetlands, and consider future passive recreation opportunities.
- Explore additional signage and wayfinding improvements throughout the Office Campus.

Development Considerations

Roadway Character

Business Park, see pg. 107

Building Height

Maximum 6 stories

Open Space

Large civic areas

Parking

Parking lots, located along the side or rear of principle buildings

Other

Generally align future development with existing building scale, architectural style, building setbacks, and landscaping.

Office Campus Designated Area



US-62 COMMERCIAL CORE

The US-62 Commercial Core identifies land areas along US-62 and Forest Drive that are primarily commercial and serve a regional market. Significant changes to this area are unlikely in the near term, as much of it has been developed within the past decade. The steady flow of through-traffic on US-62 and the growing employment base in the city's business park continue to drive demand in this corridor. However, if change does occur, landowners should consider how to align future development with the community's preference for less auto-oriented development pattern.

Purpose

- Encourage vibrant, pedestrian-friendly commercial and retail uses that reflect the community's preference for less auto-oriented development along the corridor.
- Identify strategies for tenant curation in collaboration with landowners to attract retail, commercial, and accommodation uses that align with the community's aspirations for this corridor.
- Incorporate community input throughout the development process to ensure future land uses align with local values and aspirations.
- Promote uses that complement and support existing anchor uses. Existing anchor uses include hotels, medical facilities, and civic/event spaces.

US-62 Commercial Core



Development Considerations

Roadway Character

Business Park, see pg. 107

Commercial Center, see pg. 109

Alley / Service Drive, see pg. 115

Building Height

Maximum 4 stories

Open Space

Preserves, woodlots

Parking

Parking lots, located along the side or rear of principle buildings

Other

- Discourage uses that typically require drive-through facilities, in favor of development that encourages pedestrian accessibility. Where these uses are already entitled, promote strong site design and strategic building orientation to mitigate undesired visual and circulation impacts.
- Integrate high-quality pedestrian infrastructure that connects businesses to adjacent uses, neighborhoods, and future leisure trail systems.
- Maintain a grid-like internal street network to enhance connectivity, providing multiple vehicular access points to main arterial/collector streets.
- Align drive access points strategically to minimize congestion and unsafe turning movements, with a preference for shared access drives and cross-parcel connections.

Market Strategy Considerations

- **Establish a tenant curation process and strategy.** Using data-driven analytics, ongoing public input, and survey results gathered during previous planning efforts, the city can assist landowners and developers to procure tenants that meet market demands and align with the needs and aspirations of local residents.
- **Promote mini-nodes as a long-term redevelopment strategy.** While already reaching full build-out, the US-62 Commercial Core may present long-term redevelopment opportunities that focus on “hyper-local” destinations for services and retail establishments curated for the specific desires and needs of residents. Similar mini-nodes in the region include Plaza at Hamilton Quarter, The Shoppes at Olentangy Crossing, and Linworth Crossing. These strip centers vary from 15,000 to 43,000 square feet and source nearly all customers from within a 10-mile radius, but rely typically on much smaller trade areas within a one-mile radius that generate repeat traffic and customers.



Plaza at Hamilton Quarter



The Shoppes at Olentangy Crossing



Linworth Crossing Retail

FUTURE THOROUGHFARE PLAN

The Engage New Albany Strategic Plan includes the city's future thoroughfare plan, establishing the development of a complete roadway network throughout New Albany. This section provides an update to the previously adopted thoroughfare plan for streets within the Focus Area boundary.

The future thoroughfare plan map is made up of two components:

Functional Classification

All existing and future thoroughfares are first categorized by their functional classification, which are based on definitions provided by the Federal Highway Administration (FHWA) and the Ohio Department of Transportation (ODOT). Functional classifications define the role that roadways play in an entire network by assessing levels of service and capacity. Once defined, functional classifications provide a general understanding for the engineering requirements for a road to best serve its role in the transportation network. This would include elements like right-of-way width, utilities, and curbed vs. un-curbed improvements.

Functional Classification Components:

- Categorizes roadways based on their role in the transportation network.
- Evaluates service levels and capacity to define roadway functions.
- Determines engineering standards, such as right-of-way width and curbing design.
- Ensures roadways are engineered to fulfill their intended network function.

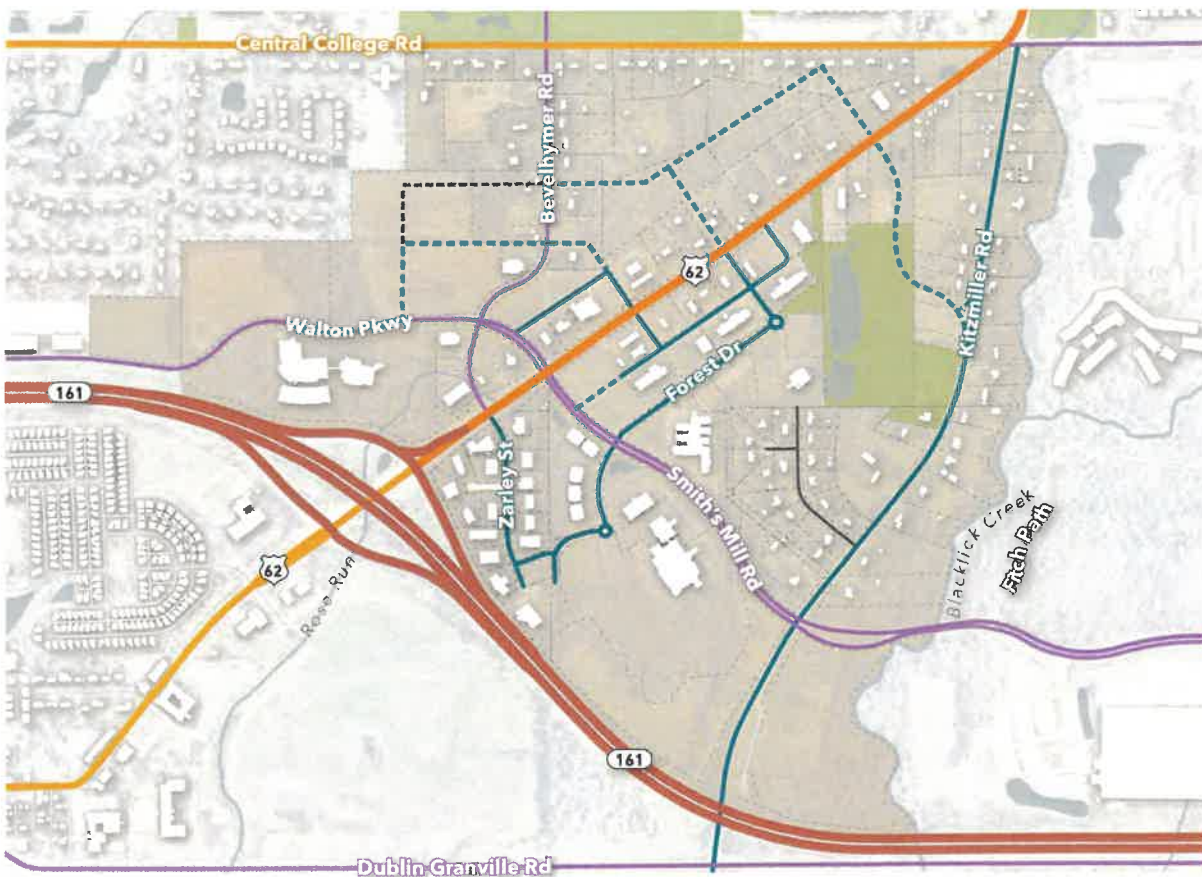
Character Classification

Once functional classifications are established, thoroughfares can then be further defined by their character classifications, which describe the design elements within and beyond the rights-of-way that contribute to achieving complete streets, such as on and off-street bike and pedestrian facilities, on-street parking, street edge conditions, landscape medians, and other amenity zones. Character classifications also define the appropriate setbacks, utility areas, and access management standards for future thoroughfares.









Character Classification Components:

- Defines design elements like bike and pedestrian facilities, parking, and landscape medians to achieve complete streets.
- Establishes street edge conditions, amenity zones, and other right-of-way features.
- Specifies appropriate setbacks, utility areas, and access management standards.

Roadway Functional Classifications



Legend

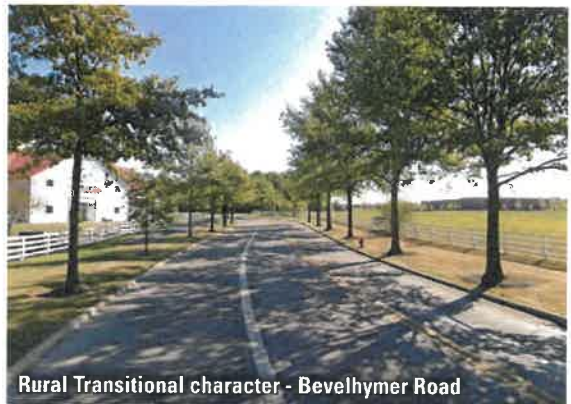
Functional Classification	Description
 Interstate	Highest classification of arterials and are designed and constructed with mobility and long-distance travel in mind
 Principal Arterial	These roadways usually serve cities and metropolitan areas, but also can provide a high degree of mobility to and throughout rural areas
 Minor Arterial	Provide service for trips of moderate length and offer connectivity to the higher Principal Arterial system
 Major Collector	Gathering and channeling traffic from local roads to the arterial network, with longer routes, fewer driveways, and higher speed limits than minor collectors
 Minor Collector	Gathering and channeling traffic from local roads to the arterial network
 Local Road	Not intended for use in long distance travel due to their provision of direct access to abutting land. They are often designed to discourage through traffic
 Proposed Minor Collector*	Proposed future alignment of a minor collector
 Proposed Local Road*	Proposed future alignment of a local road

*Proposed road alignments are illustrative and may change upon future engineering and feasibility studies.

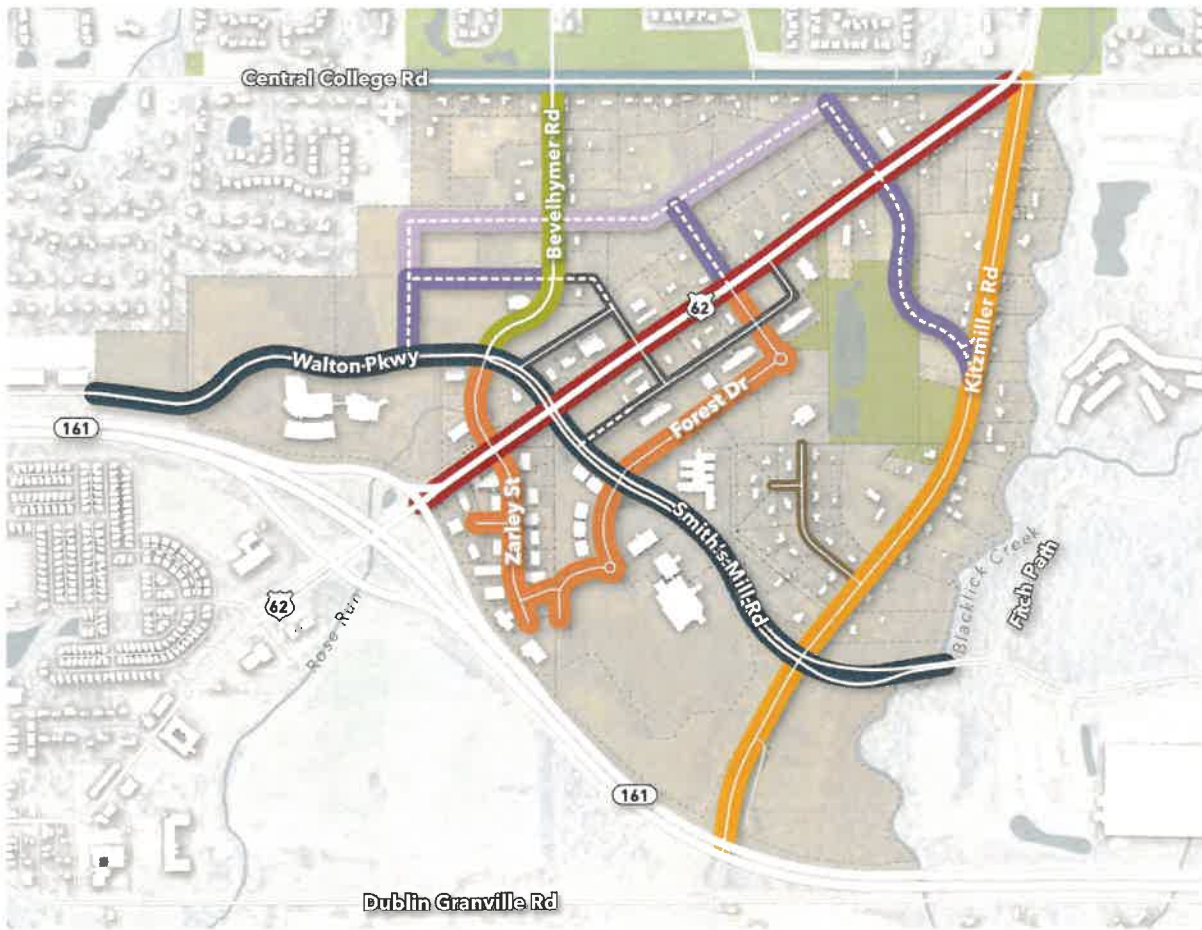
CHARACTER CLASSIFICATIONS

The character classifications identified on the following page are intended to replace the classifications from the Engage New Albany Strategic Plan for this Focus Area.

In addition to defining design elements, street edge conditions, amenity zones, and other right-of-way features, character classifications also consider the underlying future land use character typologies that abut roadways. These typologies help inform the design elements and pedestrian infrastructure appropriate for the types of development that exist or are proposed to occur within each land use area.



Roadway Character Classifications

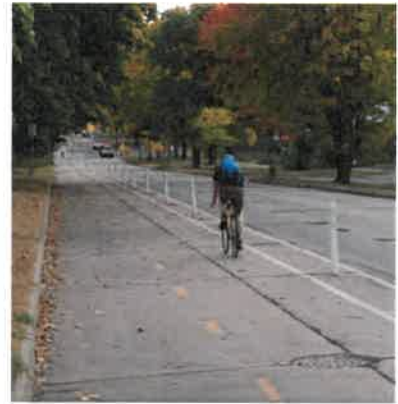
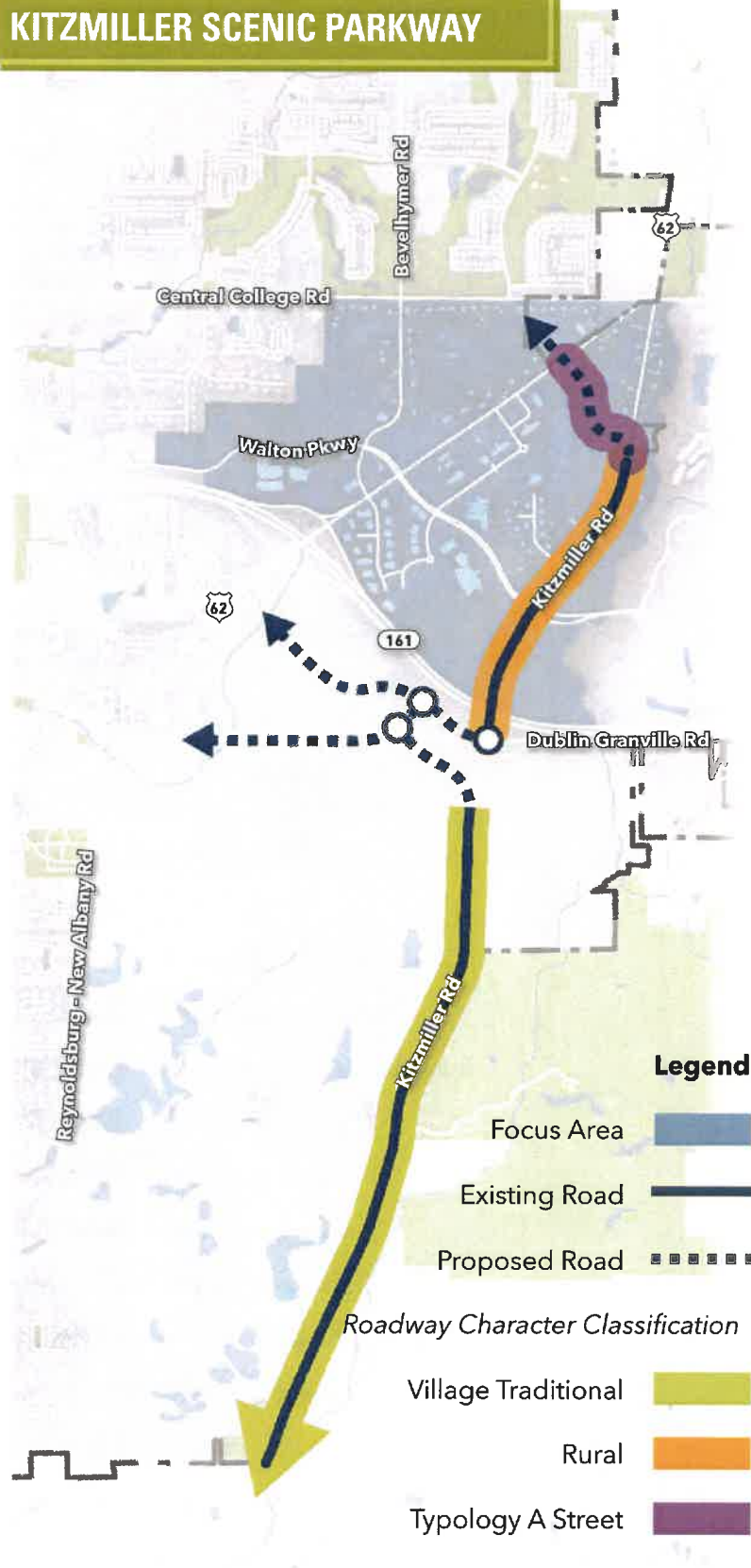


Legend

Character Classifications

Business Park	
Business Park Transitional	
Rural Transitional	
US-62 Corridor	
Typology A Street	
Typology B Street	
Alley / Service Drive	
Commercial Street	
Rural	
Neighborhood	

KITZMILLER SCENIC PARKWAY



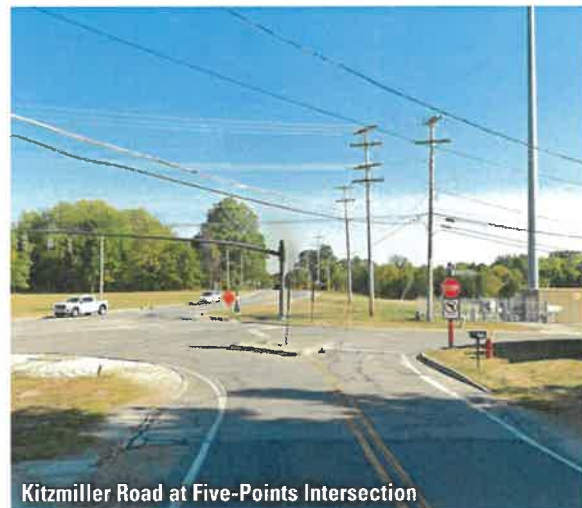
KITZMILLER SCENIC PARKWAY

Kitzmillers Scenic Parkway is a quiet, family-friendly street designed to create pedestrian-friendly connections to future parks, trails, and other multi-modal networks. This is a bold idea to enhance Kitzmillers Road while preserving the character and legacy of traditional rural roads in New Albany.

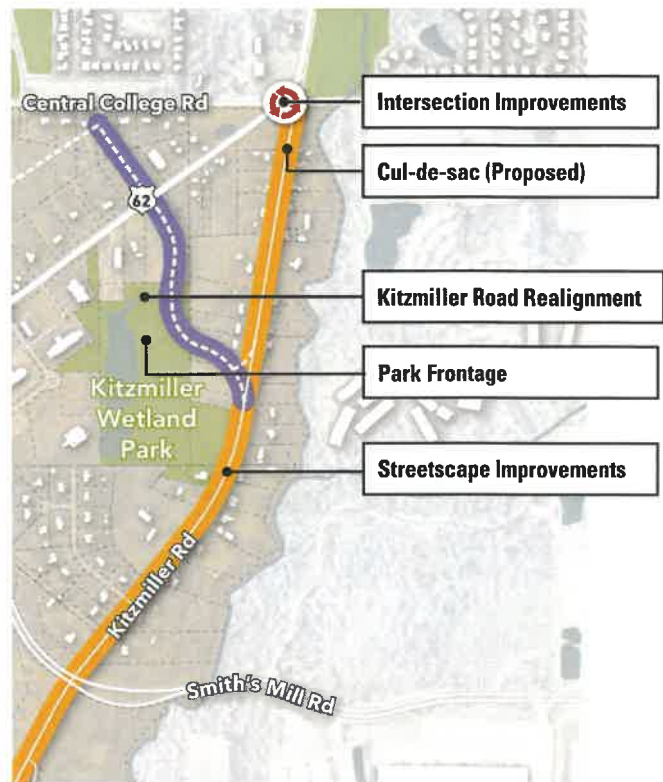
The proposed alignment would disconnect Kitzmillers Road from the five-points intersection, effectively creating a localized cul-de-sac. By rerouting Kitzmillers Road to US-62, the city can address several significant traffic issues. First, this proposed alignment will allow northbound traffic on Kitzmillers Road to access US-62 directly, as left turns at the five-points intersection are currently prohibited. Second, disconnecting Kitzmillers Road from the five-points intersection will facilitate more efficient long-term improvements at that intersection. Additionally, this alignment provides additional frontage along the planned Kitzmillers Wetland Park, unlocking opportunities for future activation, parking areas, and pedestrian connectivity.

Plans to disconnect Kitzmillers Road south of the Focus Area at Ganton Parkway would transform Kitzmillers Road into a more local road than it currently is. This change would create a calm, safe and accessible pedestrian-focused parkway. The proposed infrastructure improvements for this one-mile segment would include on-road or separated bike lanes and leisure trails, pending future engineering and feasibility studies.

This segment can also serve as an "outer-belt" to the proposed Velo Loop, a dedicated bike loop proposed along Walton Parkway, Smith's Mill Road, Kitzmillers Road south, and Dublin-Granville Road. Future developments north of US-62 would help link existing residential areas to the parkway through additional bike or pedestrian infrastructure.



Kitzmillers Road at Five-Points Intersection



US-62 Corridor

US-62 Corridor is a high-capacity street with up to four drive lanes, variable landscape medians or turn lanes, protected on-street bike lanes, tree lawns on both sides of the street, and an eight-foot wide leisure trail on both sides of the street. Total right-of-way width varies between 77-146 feet to accommodate areas where only two drive lanes exist, but may still be improved in the future to include tree lawns, bike lanes, and/or leisure trails.



US-62 Corridor Characteristics	
Street Pavement	
Drive Lane Width	11' (12' outside lanes)
Turn Lane/Median Width	11'-30'
Total Number of Drive Lanes	2-4
On-Street Bike Facility	Bike Lanes (5'-7')
On-Street Bike Tree Lawn Buffer	5'
On-Street Parking	No
Access Management Priority	High
Transit Accommodations	Yes
Pavement Edge	Curb
Total Pavement Width	45' - 100'
Streetscape/Amenities	
Trail/Sidewalk Width	8' min. leisure trail, on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Tree lawn
Amenity Zone Width	8' - 15'
Streetlights	Yes
Underground Utility Priority	High
Tree Spacing	30' on center
Right-of-Way Fence	Yes
Setbacks Beyond ROW	50'
Total Right-of-Way	77' - 146'

Business Park

Business Park roadways typically have employment-based uses on both sides of the street and carry employee, truck, and delivery traffic. These two- to four-lane roads have curbs, decorative street lighting, and should have leisure trails on both sides of the road. Most of the landscape is turf grass and trees, with natural tree stands preserved where practical. Parking is not fully screened from view but includes plantings. Setbacks along these roads beyond the right-of-way should be at least 50'.



Business Park Characteristics

Street Pavement

Drive Lane Width	11' (12' outside lanes)
Turn Lane/Median Width	11'-12'
Total Number of Drive Lanes	2-4
On-Street Bike Facility	Bike Lanes (5')
On-Street Parking	No
Access Management Priority	Medium
Transit Accommodations	Yes
Pavement Edge	Curb
Total Pavement Width	35'-69'

Streetscape/Amenities

Trail/Sidewalk Width	8' trail min. on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Tree lawn
Amenity Zone Width	8'-15'
Streetlights	Yes
Underground Utility Priority	High
Tree Spacing	30' on center
Right-of-Way Fence	Yes
Setbacks Beyond ROW	50' min.

Total Right-of-Way **81'-115'**

Business Park Transitional

Business Park Transitional roadways are those where the long-term condition on at least one side of the road is likely to remain rural or residential. These roads, however, do still carry some through-traffic and traffic for the business park. These roads will have more narrow road shoulders and a ditch street edge condition. They should also have a leisure trail on the business park side of the street, along with white horse fence and significant naturalized plantings, with some mounding if necessary. Any parking areas should be properly screened.



Business Park Transitional Characteristics

Street Pavement	
Drive Lane Width	12'
Turn Lane Width	11'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	No
Access Management Priority	High
Transit Accommodations	Yes
Pavement Edge	Swale
Total Pavement Width	24'-35'
Streetscape/Amenities	
Trail/Sidewalk Width	8' trail min. on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Natural buffer
Amenity Zone Width	15'-20' min.
Streetlights	No
Underground Utility Priority	Medium
Tree Spacing	Irregular, natural spacing
Right-of-Way Fence	Yes
Setbacks Beyond ROW	100'
Total Right-of-Way	70'-91'

Commercial Street

Commercial streets are located in neighborhood retail nodes with many auto-centric commercial uses. These roadway corridors will have reduced setbacks, parking lots that are more visible from the street, monument signage, leisure trails rather than sidewalks, no on-street parking, private driveways, and right turn lanes with curb cuts.

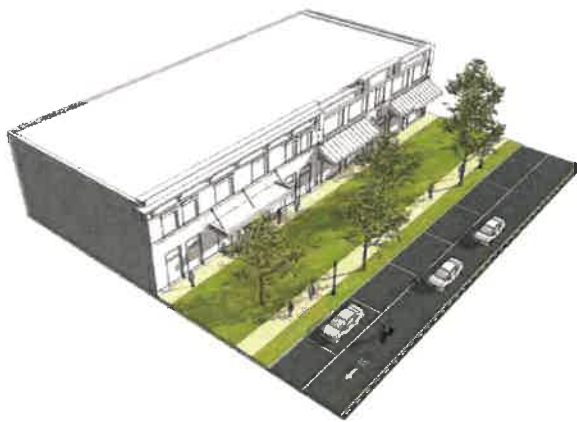


Commercial Street Characteristics

Street Pavement	
Drive Lane Width	12'
Turn Lane Width	11'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	No
Access Management Priority	Medium
Transit Accommodations	Yes
Pavement Edge	Curb
Total Pavement Width	24' - 35'
Streetscape/Amenities	
Trail/Sidewalk Width	8' trail min. on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Tree lawn
Amenity Zone Width	5' - 8'
Streetlights	Yes
Underground Utility Priority	Medium
Tree Spacing	30' on center
Right-of-Way Fence	Yes
Setbacks Beyond ROW	Varies
Total Right-of-Way	50'-56'

Typology A Street

Typology A Street is a collector street from a major roadway and is designed for pedestrian-oriented districts, with an emphasis on edge conditions that accommodate walkability and activation of ground-floor retail and dining. On-street parking facilities are included along the entire segment of Typology A Streets to support ground-floor uses and provide a natural buffer between pedestrian zones and the road.



Typology A Street Characteristics	
Street Pavement	
Drive Lane Width	11'
Turn Lane Width	10'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	8'
Access Management Priority	Medium
Transit Accommodations	Yes
Pavement Edge	Curb
Total Pavement Width	38', 48' with center turn lane
Streetscape/Amenities	
Trail/Sidewalk Width	6' sidewalk min. on both sides of street
Trail/Sidewalk Material	Concrete
Amenity Zone	Pedestrian Zone*
Amenity Zone Width	6' - 12'
Streetlights	Yes
Underground Utility Priority	High
Tree Spacing	30' on center
Right-of-Way Fence	No
Setbacks Beyond ROW	0'
Total Right-of-Way	62'-84'
* Pedestrian zones must include tree planters, with additional ROW width set aside for pedestrian activity.	

Typology B Street

Typology B Streets are internal, non-collector streets providing connections within planned developments that carry local traffic, typically for residential and small-scale retail uses. This street is intended to function as a neighborhood street, but with varied on-street parking facilities and landscape buffers depending on which uses front the road.



Typology B Street Characteristics

Street Pavement

Drive Lane Width	11'
Turn Lane Width	10'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	8'*
Access Management Priority	Low
Transit Accommodations	Yes
Pavement Edge	Curb
Total Pavement Width	38', 48' with center turn lane

Streetscape/Amenities

Trail/Sidewalk Width	6' min. sidewalk on both sides of the street
Trail/Sidewalk Material	Concrete
Amenity Zone	N/A
Amenity Zone Width	N/A
Streetlights	Yes
Underground Utility Priority	High
Tree Spacing	30' on center
Right-of-Way Fence	No
Setbacks Beyond ROW	Max. 15'
Total Right-of-Way	50' - 60'

*Landscape islands must be placed every 3-5 spaces.

Rural Transitional

Rural Transitional is a traditional rural roadway with varying edge conditions depending on the land use fronting the roadway. In commercial areas, a horse fence, streetlights, and a center turn-lane, where appropriate, are recommended to align with other commercial areas in the Focus Area. As the road transitions into residential areas, horse fences and streetlights are discouraged, and amenity zones are varied to accommodate future feasibility and extent of leisure trail improvements.



Rural Transitional Characteristics	
Street Pavement	
Drive Lane Width	12'
Turn Lane Width	11'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	No
Access Management Priority	Medium
Transit Accommodations	Yes
Pavement Edge	Swale
Total Pavement Width	24' - 35'
Streetscape/Amenities	
Trail/Sidewalk Width	8' min. leisure trail, on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Tree Lawn
Amenity Zone Width	8' - 20'
Streetlights	Varies*
Underground Utility Priority	Medium
Tree Spacing	Irregular, natural spacing
Right-of-Way Fence	Varies*
Setbacks Beyond ROW	Varies*
Total Right-of-Way	56' - 91'

*These conditions vary based on residential vs. commercial land uses fronting the roadway.

Rural

Rural roadway corridors are charming, original township corridors that contain two-lane roads, do not have a curbed street edge, and carry lower traffic volumes. These roadways will also typically have numerous curb cuts and shallower setbacks. Homes or buildings along rural corridors are often located close to the road, along with large open spaces, fields, pastures, or large rural lots with few structures. Vegetation along the roadway is generally more natural in form and irregular in spacing.



Rural Characteristics

Street Pavement	
Drive Lane Width	12'
Turn Lane Width	11'
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	No
Access Management Priority	Medium
Transit Accommodations	No
Pavement Edge	Swale
Total Pavement Width	24', 35' with center turn lane/median
Streetscape/Amenities	
Trail/Sidewalk Width	8' trail min. on both sides of street
Trail/Sidewalk Material	Asphalt
Amenity Zone	Natural buffer
Amenity Zone Width	20' min.
Streetlights	No
Underground Utility Priority	Low
Tree Spacing	Irregular, natural spacing
Right-of-Way Fence	Yes
Setbacks Beyond ROW	Varies
Total Right-of-Way	80'-91'

Neighborhood

Neighborhood roadways are two-lane roads within residential subdivisions with curbs, tree lawns, formal street trees, and curb cuts for driveways. These roads typically have sidewalks on both sides of the street unless a leisure trail is placed on one side.



Neighborhood Characteristics	
Street Pavement	
Drive Lane Width	13'
Turn Lane Width	11'
Total Number of Drive Lanes	2
On-Street Bike Facility	Sharrows
On-Street Parking	No
Access Management Priority	Low
Transit Accommodations	No
Pavement Edge	Curb
Total Pavement Width	27', 38' w/center turn lane
Streetscape/Amenities	
Trail/Sidewalk Width	5' sidewalk min. on both sides of street*
Trail/Sidewalk Material	Concrete
Amenity Zone	Tree lawn
Amenity Zone Width	7' min.
Streetlights	Yes, at intersections
Underground Utility Priority	High
Tree Spacing	30' on center
Right-of-Way Fence	No
Setbacks Beyond ROW	Varies
Total Right-of-Way	51'-62'

Alley / Service Drive

Alley / Service roads are narrow streets used for internal connections/lot access to non-residential uses or for any rear-loaded garages as part of new proposed residential streets. This typology includes a minimum requirement for treelawns and sidewalks to ensure that public and private alley ways and service drives still conform to the character of its surrounding street network.












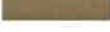
Alley / Service Drive Characteristics

Street Pavement	
Drive Lane Width	11'
Turn Lane Width	N/A
Total Number of Drive Lanes	2
On-Street Bike Facility	Shared road
On-Street Parking	No
Access Management Priority	Low
Transit Accommodations	No
Pavement Edge	Curb
Total Pavement Width	22'
Streetscape/Amenities	
Trail/Sidewalk Width	5' sidewalk min. on both sides of street*
Trail/Sidewalk Material	Concrete
Amenity Zone	Tree lawn
Amenity Zone Width	5' min.
Streetlights	No
Underground Utility Priority	Low
Tree Spacing	30' on center
Right-of-Way Fence	No
Setbacks Beyond ROW	Varies
Total Right-of-Way	42'









Future Thoroughfare Map

FUTURE THOROUGHFARE MAP

Character Classifications

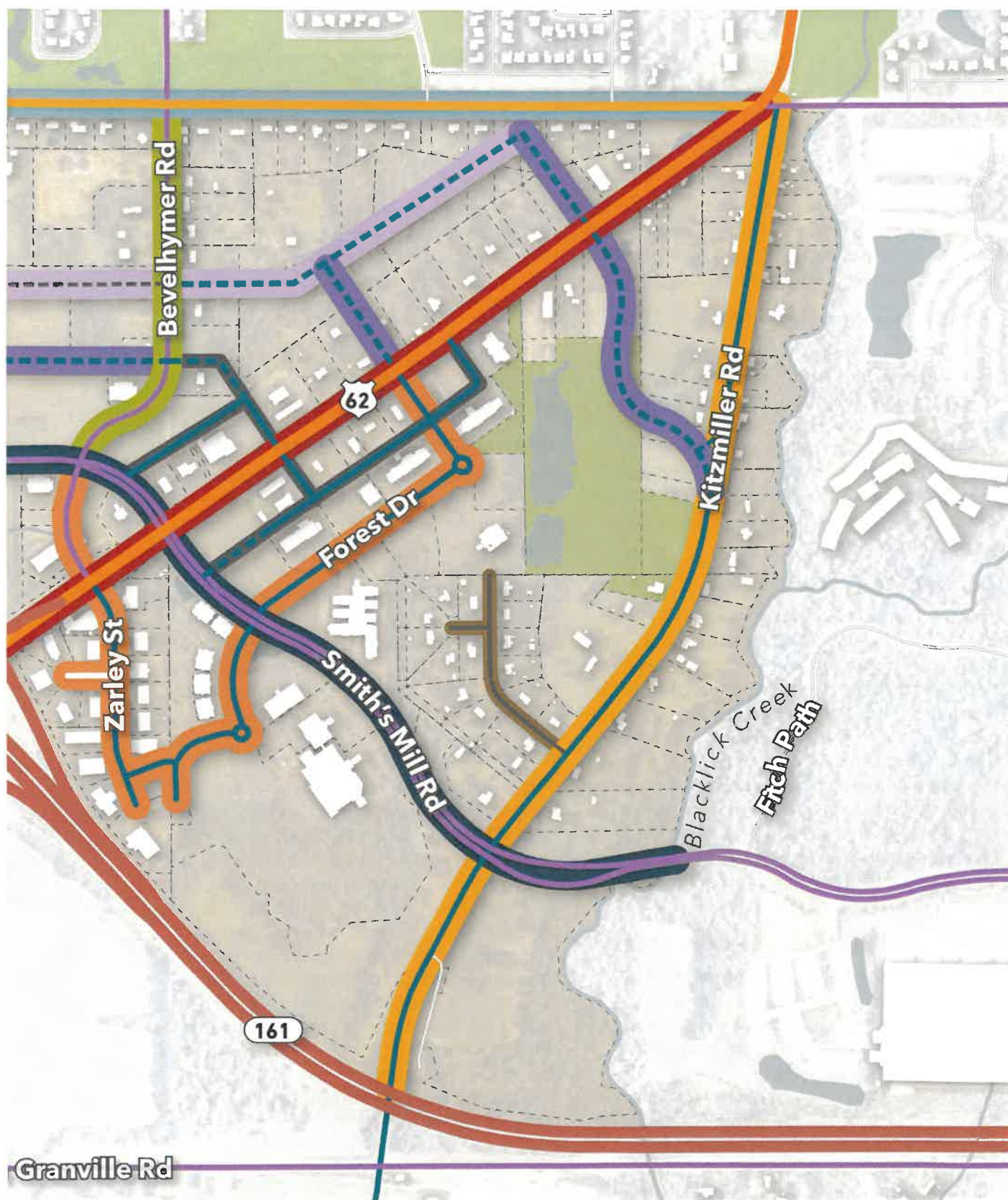
Business Park	
Business Park Transitional	
Rural Transitional	
US-62 Corridor	
Typology A Street	
Typology B Street	
Alley / Service Drive	
Commercial Street	
Rural	
Neighborhood	

Functional Classifications

Interstate	
Principle Arterial	
Minor Arterial	
Major Collector	
Minor Collector	
Local Road	
Proposed Minor Collector*	
Proposed Local Road*	

*Proposed road alignments are illustrative and may change upon future engineering and feasibility studies.





PUBLIC REALM IMPROVEMENTS

Public realm improvements refer to projects that the city can fully, or partially fund or implement to create a more connected mobility and recreation system. These investments can also serve as catalysts for future private investment in the Focus Area. These improvements include intersection, streetscape, parks, and leisure trail investments.

Intersection Improvements

Several high-priority intersections were identified for future study and analysis to improve pedestrian and vehicular connectivity in the Focus Area. The intersections listed below and their recommendations should be coordinated with ODOT to ensure they align with and/or guide ongoing planning efforts related to US-62 and future projects.

Central College / US-62

This intersection, commonly known as the “five-points intersection,” was the most frequently discussed area for future road improvements and remains a top priority for residents. Future engineering studies should focus on identifying suitable interventions for alignment and reconstruction, prioritizing the enhancement of safe pedestrian mobility both within and around the intersection. This also serves as a north-south gateway into New Albany. Improvements should consider elements that signify this intersection as a notable transition into the city.

Central College Road / Bevelhymer Road

Future enhancements are planned for Bevelhymer Park, located north of the Focus Area. As a result, Bevelhymer Road will continue to serve as a primary north/south thoroughfare. Central College Road is also an important east/west route, connecting various areas within New Albany’s business park and providing access to many residential neighborhoods. Future improvements, such as intersection widening,

signalization improvements, or a roundabout, should prioritize safe pedestrian connections, especially for north-south mobility options.

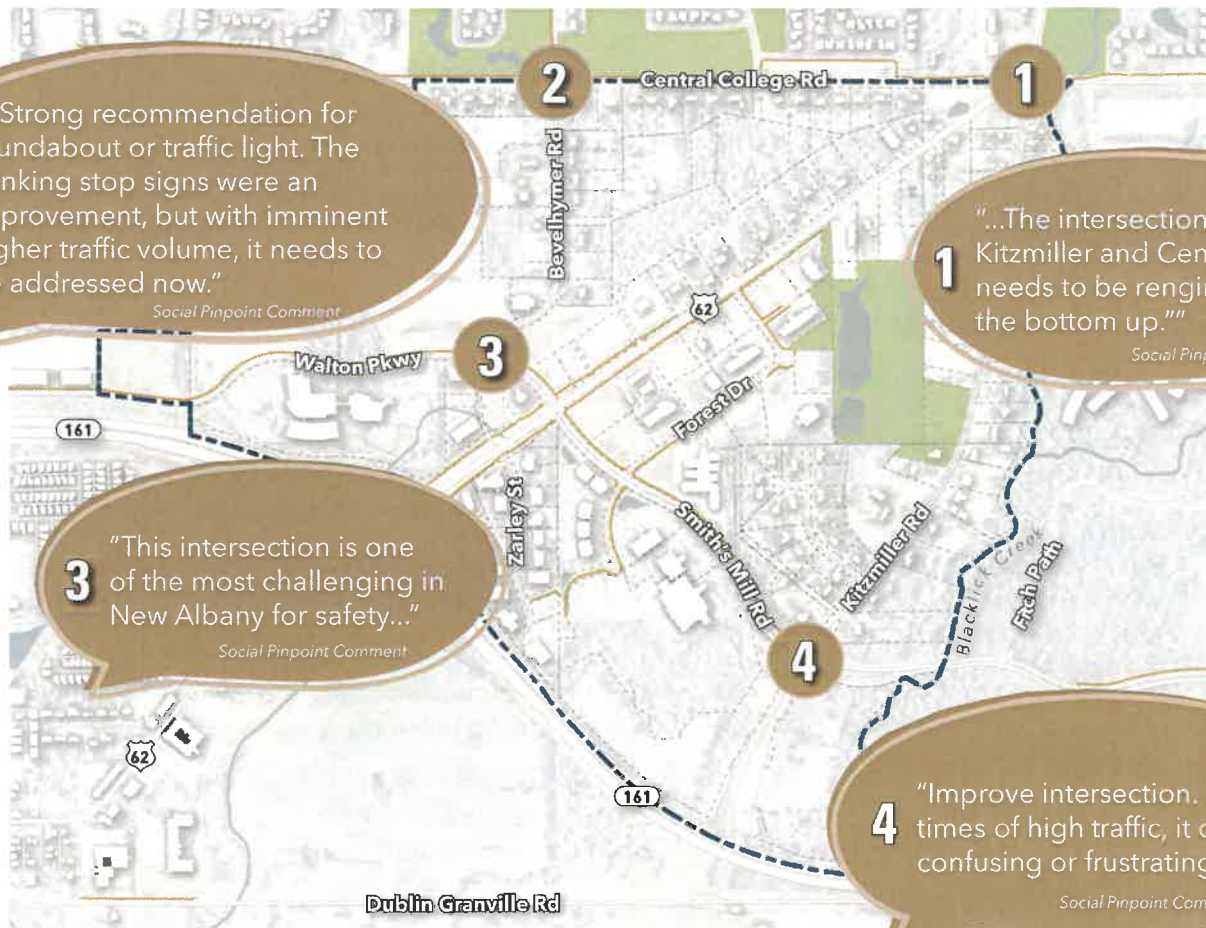
Walton Parkway / Bevelhymer Road

This intersection is currently non-signalized, including north-south stop signs along Bevelhymer Road, giving vehicular traffic along Walton Parkway the priority. This intersection is adjacent to land areas that are likely to be developed in the near future. Future improvements to this intersection need to be studied to assess appropriate interventions that respond to the scale and impacts of future development, while providing safe pedestrian circulation.

Smith’s Mill Road / Kitzmiller Road

This intersection is large and features four-way stop signs, which can be intimidating during periods of heavy traffic. This situation often leads to confusion and miscommunication among drivers. Additionally, pedestrian connectivity in the area is limited, with only one leisure trail connection located on the northwest side along Smith’s Mill Road. There are no sidewalks or pedestrian crosswalks to help access the leisure trail. Future improvements should be studied to identify improvements that minimize complexity, simplify driver decision-making, and improve pedestrian mobility infrastructure.

Intersection Improvements



Planned Parks

Survey results and conversations with residents highlighted the need to proceed with the planned parks in the Focus Area originally outlined in the 2022 Parks Framework Plan. Both Kitzmiller and Tidewater Parks are essential for enhancing park access in New Albany, filling a sizable gap in walking/bike-able access. The current environmental conditions at both parks offer opportunities for passive recreation and serve as key focal points for potential trail improvements along Kitzmiller Road.

Kitzmiller Wetland Park

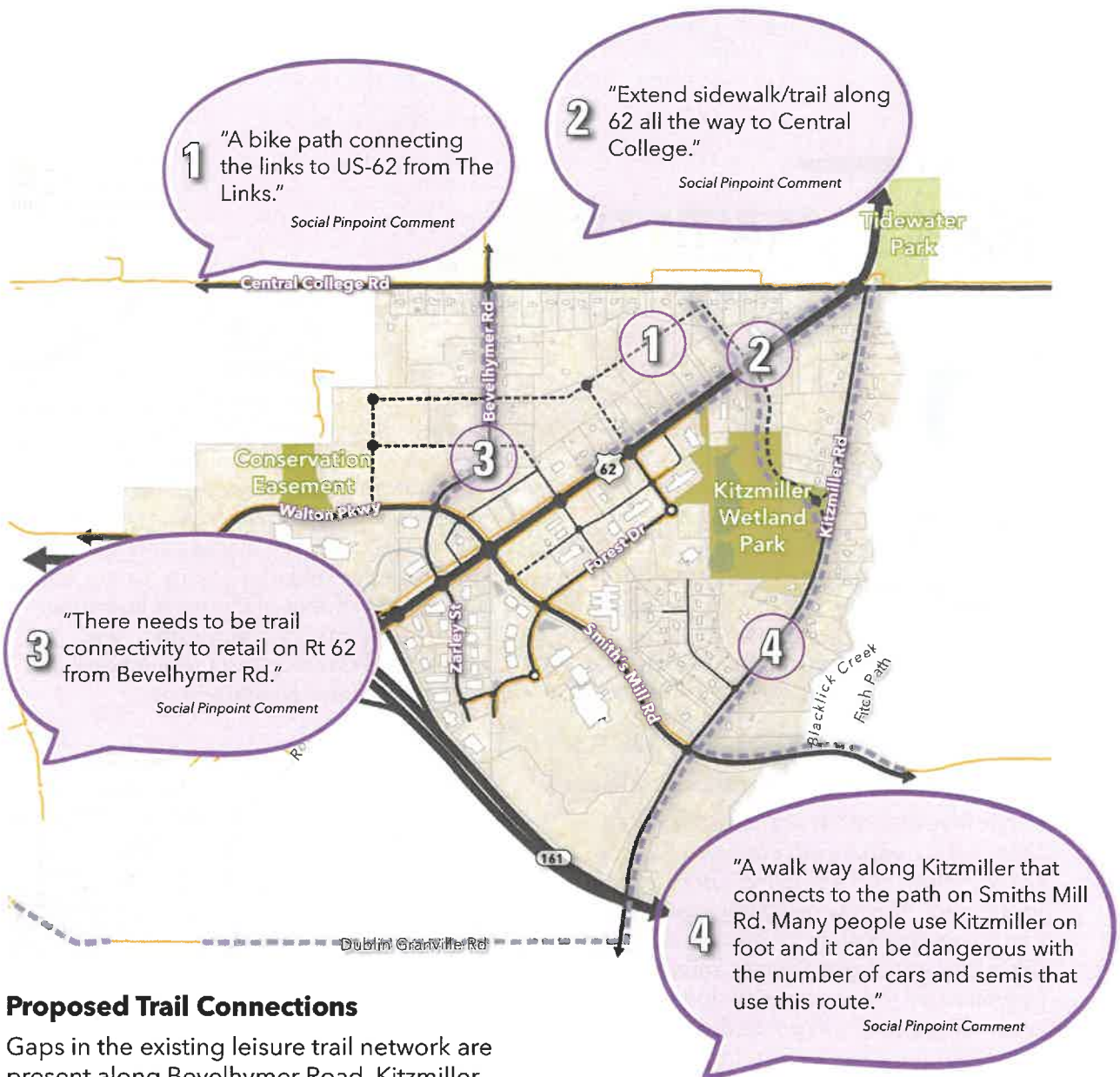
- Preserve the existing wetlands and provide access to the the entire site through nature trails, boardwalks, and overlooks.
- Add a large destination playground that deviates in style from the more traditional playgrounds found in the pocket playgrounds and neighborhood parks.
- Build a modern shelter or pavilion with seating and restrooms.
- Build a community skatepark with unique ecological features like bioswales.
- Build an access drive and parking lot to provide vehicular access to the site. Appropriately screen the parking lot with landscaping.



Tidewater Park

- Incorporate signage to identify the site for those wanting to access it, as well as interpretive educational signage about the natural features and environmentally sustainable elements of the site.
- Add a small parking lot set back from the roadway and buffered with landscaping to provide vehicular access to the site.
- Add leisure trails, boardwalks and mown turf paths throughout the park.
- Add supplemental plantings around the cell tower to help screen views from the interior of the park.





Proposed Trail Connections

Gaps in the existing leisure trail network are present along Bevelhymmer Road, Kitzmiller Road, portions of US-62, and Smith's Mill Road. Addressing these gaps will improve safety and accessibility to retail areas and future amenities. While New Albany's zoning code requires developers to construct leisure trails along their property frontages, the city is actively exploring alternative strategies to accelerate leisure trail development beyond private projects. This ongoing effort is essential as the demand for pedestrian mobility connections in certain areas continues to grow faster than development can deliver. It is equally important for residents and affected landowners to remain engaged in these discussions to help shape the future of the leisure trail network.

Legend

Focus Area	
Existing Leisure Trails	
Proposed Leisure Trails	
Parks/Open Space	
Parcel Boundaries	

IMPLEMENTATION

The land use, thoroughfare, and public realm recommendations found in this plan serve as catalysts for future policy and strategic interventions pursued by the city. The opportunities and challenges that exist in the Focus Area required coordinated public engagement, analysis, and planning to ensure that policy changes align with community aspirations and market realities. Thanks to the efforts of the community, which shaped the expectations for future development and public investment articulated in this plan, city officials and leaders are positioned to take immediate action steps that will increase the functionality, safety, and long-term prosperity of this important corridor in New Albany. Some of the most important initiatives are outlined below, including critical public investments, land acquisition and collaboration with private landowners, updates to zoning and development regulations, and maturing the city's approach to tenant curation and small-business development.

SHORT-TERM IMPLEMENTATION

Roadway Improvements and Leisure Trails

Public investments in roads and trails are essential for enhancing community well-being, safety, and attracting future private investment. The city regularly evaluates these improvements as part of its annual capital expenditure budget. Priority enhancements identified by the community during this planning process will guide the city's plans for future funding and projects. This includes improvements at key intersections such as the "Five Points," Bevelhymer Road/Central College Road, and Walton Parkway/Bevelhymer Road. Additionally, the community highlighted significant gaps in leisure trails. Addressing these gaps would provide safe pedestrian access to retail areas and future recreation destinations. Critical leisure trail connections identified include segments along Bevelhymer Road, US-62, and Kitzmiller Road.

Public Parks and Open Space

The planned Kitzmiller and Tidewater Parks represent key initial investments that address a critical gap in the city's parks network, adding over 30 acres of passive recreation opportunities for nearby residents.

Public engagement highlights strong community support for protecting additional open spaces within the Focus Area. In response, the city will continue to explore additional strategies, including methods to acquire private land, to expand open space dedication and support future civic investments.

Land Acquisition Strategy

As outlined above, the city is actively exploring strategies to acquire additional land for public improvements, including parks, open spaces, and leisure trails. However, addressing these needs in the Focus Area presents unique challenges. Gaps in the leisure trail network and the need for streetscape improvements are generally concentrated along rural residential roads, where short-term redevelopment is unlikely. Typically, the expansion of leisure trails and construction of streetscape improvements rely on cost-sharing with private development, who are required to build leisure trails along their property frontages. In the absence of new private development, the city must collaborate with residents to secure private land for these public improvements.

This may involve easements, voluntary agreements, grant funding, or philanthropic initiatives.

Tenant Curation

As outlined in the Market Study, the city can take proactive measures to influence areas within the Focus Area that are nearing full build-out. Future changes in tenancy or property ownership may create opportunities to better align land uses with the community's preferred retail and commercial offerings, as expressed during public engagement. The city is actively exploring analytical tools, business development partnerships, and procurement strategies to attract preferred tenants that contribute to the city's vibrant business community.

Zoning Updates

The next steps to implement the land use recommendations outlined in this plan may involve future updates to the city's codified ordinances, zoning map, and/or supplemental development standards to ensure alignment with the plan recommendations. These updates are essential to transform the intentions and guiding development principles detailed in this plan into legal requirements for future development in the city. As discussed with the Steering Committee and residents during the engagement process, the city will explore contemporary zoning and land development tools to fully achieve the goals identified in this plan. This may include options such as form-based zoning, overlays, additional architectural standards, or additional development review processes. In the interim, it is recommended that large developments utilize the PUD zoning process

to incorporate principles and standards found throughout this document. In addition, it is encouraged to incorporate the Focus Area into the existing Architecture Review Board (ARB) review process to ensure that the city's Design Guidelines & Requirements (DGRs) are upheld consistently across developments in the Focus Area.

Monitoring Development Impacts

The North Mill Gateway District calls for a development pattern that will introduce a variety of residential building typologies and densities. To ensure that gross density across the entire North Mill Gateway District does not exceed seven units per acre, the city could establish a density bank to monitor entitlements across multiple projects and site ownership over time.

LONG-TERM IMPLEMENTATION CONSIDERATIONS

Form-Based Code

One key challenge to ensuring consistent and quality development throughout the Focus Area is the scattered nature of parcel ownership and developable parcels. A form-based code is a long-term initiative that was discussed with leadership, the Steering Committee, and residents throughout the planning process. This approach ensures consistent expectations for new development across the entire focus area and promotes high-quality architectural styles and subsequent land uses. This is a possible long-term recommendation that would require additional public outreach, writing and adopting new code, and incorporating new review and approval processes into the city's existing regulatory framework.

North Mill Gateway Overlay District

A zoning overlay district could serve as an alternative to implementing a form-based district. An overlay could include design elements and standards proposed in this plan, while being less disruptive for existing landowners, since their base zoning district would remain unchanged. New developments would be required to utilize the overlay district to achieve design outcomes recommended in this plan. The potential overlay district could be extended across the Focus Area to any landowners who seek to redevelop under the guidance of the North Mill Gateway District standards.

Fee-In-Lieu / Formal Open Space Reimbursement Program

This program would involve the city actively acquiring open space in strategic locations to serve as “frontage” for future private development. The intent of such a program is to protect public access and pedestrian connectivity throughout the Focus Area and beyond, while incentivizing the type of development pattern desired from this plan. Developers would pay a fee-in-lieu of not providing any public open space to reimburse the city for its initial investment. This program could also encourage developers to provide additional public open space beyond what is required and what the city has already provided in return for density entitlements, where appropriate.



RESOLUTION R-19-2025

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH THE CHIWY FOUNDATION IN ORDER TO ESTABLISH THE PARAMETERS OF EDUCATIONAL EVENTS AND PROGRAMS TO BE HELD IN SEPTEMBER 2025

WHEREAS, The City of New Albany recognizes the importance of events to encourage community cohesion, interaction, education and collaboration; and

WHEREAS, New Albany desires to partner with the Chiwy Foundation on a special event and educational programs that will take place within New Albany related to the A Train Near Magdeburg documentary; and

WHEREAS, the Chiwy Foundation and the City of New Albany desire to perform the services and functions as described in the attached Exhibit A; and

WHEREAS, the Memorandum of Understanding describes the roles and responsibilities of the Parties and outlines an approach for the successful implementation of the community event and programs.

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

Section 1. The city manager is hereby authorized and directed to enter into a Memorandum of Understanding, the same or substantially similar to 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 its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 04/24/2025

Introduced: 05/20/2025

Revised:

Adopted:

Effective:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into so as to be effective on the last date of signature below (the “Effective Date”), by and between the Augusta Chiwy Foundation, an Ohio 501(c)3 with its address at 6345 Hibiscus Court, Westerville, OH 43081, and the **CITY OF NEW ALBANY**, an Ohio charter municipality having its address at 99 W. Main Street, New Albany, Ohio 43054 (“City”, and together with the Augusta Chiwy Foundation, the “Parties”).

RECITALS:

WHEREAS, the Augusta Chiwy Foundation is producing the film documentary, *A Train Near Magdeburg* and is promoting it the weekend of September 11 – 14, 2025; and

WHEREAS, the City of New Albany has agreed to host a panel discussion and reception the evening of Thursday, September 11, 2025 at the Jeanne B. McCoy Community Center for the Arts; and

WHEREAS, the City of New Albany has agreed to facilitate a partnership between the Augusta Chiwy Foundation and the New Albany Plain Local School District for student education days on Thursday, September 11, 2025 and Friday, September 12, 2025; and

WHEREAS, the Parties desire to enter into this MOU in order to memorialize their mutual understandings as to the manner in which these community programs will be managed and paid for.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. September 11, 2025 Panel Discussion and Reception. The Parties acknowledge and agree that the following program components are necessary, with items A-D to be secured, insured and paid for by the Augusta Chiwy Foundation prior to September 11, 2025; and items E-H to be secured and paid for by the City of New Albany prior to September 11, 2025:

A. Panel Moderator and Speakers. Mike Edwards (moderator), Matt Rozell (panelist), Elizabeth Connolly (panelist), and a representative to speak to the Abadi artwork (panelist) will act as moderator and panelists for the event; and

B. Violins of Hope. A selection of six (6) to eight (8) violins from the Violins of Hope collection will be transported to the Jeanne B. McCoy Community Center for the Arts and made available for public viewing before, during and after the panel discussion. All arrangements for secure transportation and display of the violins, including insurance and security are the sole responsibility of the Augusta Chiwy Foundation; and

C. Guest List. A guest list, including invited high-profile guests will be provided to the City prior to August 15, 2025; and

D. Abadi Art. A curated selection of Ervin Abadi's art (reproductions) will be displayed in Jeanne B. McCoy Community Center for the Arts. Costs associated with printing and displaying the art will be paid for by the Augusta Chiwy Foundation, who will retain and own the reproductions after the event concludes on Friday, September 12. The City of New Albany will coordinate with the Augusta Chiwy Foundation to design and reproduce this selection of the Ervin Abadi art collection; and

E. Venue. Jeanne B. McCoy Community Center for the Arts located at 100 E. Dublin Granville Road, New Albany, Ohio 43054 will be secured for an evening panel discussion in the main theater, and a reception in the main lobby. All associated rental, technical, ticketing, print and equipment fees will be paid for by the City of New Albany; and

F. Venue Security. Building and crowd security will be provided and paid for by the City of New Albany; and

G. Reception. The City of New Albany will host a reception immediately following the panel discussion. All associated catering, rental and floral costs will be paid by the City. A table will be provided for Matt Rozell to sell books during the reception if requested. A table will be provided for the Augusta Chiwy Foundation to fundraise for the film, *A Train Near Magdeburg*, during the reception if requested.

H. Art Reproduction. The City of New Albany will coordinate with the Augusta Chiwy Foundation to design and reproduce a selection of the Ervin Abadi art collection to display at the Jeanne B. McCoy Community Center for the Arts on September 11 and 12, 2025.

2. September 11 and 12, 2025 Student Education Days. The Parties acknowledge and agree that the following program components are necessary, with items A-C to be secured, insured and paid for or donated by the Augusta Chiwy Foundation prior to September 11, 2025; and item D to be secured and paid for by the City of New Albany prior to September 11, 2025:

A. Panel Moderator and Speakers. Mike Edwards (moderator), Matt Rozell (panelist), Elizabeth Connolly (panelist), and a representative to speak to the Abadi artwork (panelist) will act as moderator and panelists for a student lecture that will take place on Friday, September 12; and

B. Violins of Hope. A selection of six (6) to eight (8) violins from the Violins of Hope collection will be transported to the Jeanne B. McCoy Community Center for the Arts and made available to students and staff during for the duration of the Education Days. All arrangements for secure transportation and display of the violins, including insurance and security are the sole responsibility of the Augusta Chiwy Foundation; and

C. Additional School Programming. Several learning opportunities for the New Albany Plain Local School District will be facilitated by the Augusta Chiwy Foundation and the City on September 11 and 12. A full listing of these events is in Exhibit A; and

D. Venue. Jeanne B. McCoy Community Center for the Arts located at 100 E. Dublin Granville Road, New Albany, Ohio 43054 will be secured for the September 12 student lecture. All associated rental, technical and equipment fees will be paid for by the City unless a donor is secured as outlined in 3. B.

3. **Sponsorship Understanding.** The Parties acknowledge and agree that sponsors will be acknowledged in the following manner:

A. Sponsors Secured by the Augusta Chiwy Foundation. The Augusta Chiwy Foundation may solicit sponsors/donors for the September 11 and 12, 2025 events held in conjunction with the City at the Jeanne B. McCoy Community Center for the Arts. Sponsors/donors will be listed as event sponsors if their donated funds, or a portion of them, are directed to the City to pay for event costs. Sponsors/donors will not be listed as event sponsors if their donated funds are retained solely by the Augusta Chiwy Foundation; and

B. Donations solicited by the City and distributed by the Augusta Chiwy Foundation. Donations solicited by the City and distributed by the Augusta Chiwy Foundation will be used exclusively to pay for: all costs associated with speakers/artists/author including, but not limited to, engagement fees, travel, meals, lodging, etc.; and all contracted event management fees for the Student Education Days; and all rental, technical and staffing fees associated with the Jeanne B. McCoy Community Center for the Arts for Student Education Days until the donation is exhausted or all costs have been paid. Any remaining monies may be retained by the Augusta Chiwy Foundation; and

C. Sponsors Secured by The City of New Albany. The City of New Albany may solicit sponsors/donors for the September 11 and 12, 2025 events held in conjunction with the Augusta Chiwy Foundation at the Jeanne B. McCoy Community Center for the Arts. Sponsors/donors will be listed as event sponsors. Donations solicited by the City may be received through the Augusta Chiwy Foundation and will be distributed as described in 3. B.

4. **Indemnification.** The Augusta Chiwy Foundation will defend, indemnify, and hold City and City's directors, officers, employees, agents, elected officials and assigns (City and such persons are referred to collectively as "City Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained during or suffered by any individual participating in the event.

[Signature page and exhibits follow]

IN WITNESS WHEREOF, City and the Augusta Chiwy Foundation have executed this Agreement as of the dates written below.

CITY:

The Augusta Chiwy Foundation:

CITY OF NEW ALBANY,
an Ohio charter municipal corporation

XXX,
XXX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Benjamin Albrecht, City Law Director

Exhibit A - R-19-2025

A Train Near Magdeburg

[Book](#)

[The Story](#)

Trailer

Thursday, September 11, 2025

HS Students generally can be available between 8 am and 2 pm. Class periods are 45 minutes in length.

Fee	Time	Location	NAPLS Point Person	Description
\$1,000 - \$2,000 (approx)		High School		Matt Rozell – Author
TBD (no cost)		High School Theatre	Lemberg	Director of Documentary - Michael Edwards, <ul style="list-style-type: none"> Intro to Film Art
TBD (no cost)		High School	Wilburn & Falk	Composer - Jim Papoulis for Artist in Residence
TBD (no cost)		Middle School	Wilburn	Violins of Hope
No cost to school		McCoy Theater	Russell & Lofton	Student Lecture Style Presentation
TBD (no cost)	Setup Weds 9/10?	McCoy Foyer	Byrum & Kolp Braswell	Abadi artwork on display in the McCoy

Friday, September 12, 2025

HS Students generally can be available between 8 am and 2 pm.

Sessions not placed on 9/11 will be placed on this date.

Time	Location	Point Person	Description	District Questions
			Matt Rozell - Author	
		Lemberg	Director of Documentary - Michael Edwards <ul style="list-style-type: none">• Intro to Film Art	
	High School	Wilburn & Falk	Composer - Jim Papoulis for Artist in Residence	
	Middle School Orchestra Rm	Wilburn	Violins of Hope (violins stolen from Jews as they entered the concentration camps)	
	McCoy Theater		Student Lecture Style Presentation	
Setup Weds 9/10?	McCoy Foyer	Byrum & Kolp Braswell	Abadi artwork on Display in the McCoy	