



**ORDINANCE O-33-2025**

**AN ORDINANCE TO AMEND CHAPTER 1144 "OCD OFFICE CAMPUS DISTRICT" OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES**

**WHEREAS**, it has been found that the codified ordinances of the city of New Albany, Chapter 1144, needs to be amended; and

**WHEREAS**, New Albany City Council has determined that it is necessary to amend the codified ordinances of the city of New Albany to promote orderly growth and development of lands; and

**WHEREAS**, the amendment provides updated and appropriate standards for public recreational facility development within the Office Campus District (OCD) zoning classification; and

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

**WHEREAS**, the New Albany Planning Commission reviewed the proposed ordinance amendment and recommended its approval.

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

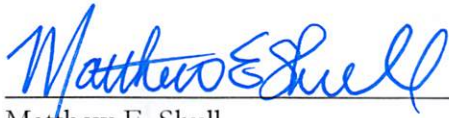
**Section 1.** Portions of Codified Ordinance Chapter 1144 shall be amended as set forth in Exhibit A, which depicts these amendments in colored ink.

**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 19 day of August, 2025.

**Attest:**



Matthew E. Shull  
President Pro Tem



Jennifer H. Mason  
Clerk of Council

**Approved as to form:**



Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 07/25/2025

Introduced: 08/05/2025

Revised:

Adopted: 08/19/2025

Effective: 09/18/2025

# Exhibit A - O-33-2025

## CHAPTER 1144 - OCD OFFICE CAMPUS DISTRICT<sup>[20]</sup>

### Footnotes:

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*Cross reference— District established - see P & Z Chap. 1125.01; Off-street parking and loading - see P & Z Chap. 1167; Signs - see P & Z Chap. 1169; Satellite signal receiving antennas - see P & Z Chap. 1177*

### 1144.01 - PURPOSE.

The purpose of the Office Campus District (OCD) is to provide for office and public recreation uses to be developed in a "campus setting." Development standards are provided to ensure the compatibility of such office-campus uses within the District and with adjacent properties, while still meeting the needs of the general-office uses related to traffic, accessibility and visibility. The Office Campus District is intended to accommodate multiple or large acreage users.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07.)

### 1144.02 - PERMITTED USES.

- (a) Administrative business and professional offices as specified in Sections [1143.02\(a\)](#), (b), and (c).
- (b) General offices and general office buildings designed for leased space, including but not limited to, operational, administrative and executive offices for personnel engaged in general administration, operations, purchasing, accounting, telemarketing, credit card processing, bank processing, other administrative processing, and other similar business activities in accordance with Section [1127.02\(e\)](#) of the Planning and Zoning Code.
- (c) ~~Uses located in building where the primary use in the building is permitted in divisions (a) or (b) shall include the following, when such use is clearly incidental to and located within the same building as the primary permitted use:~~ The following uses are permitted as accessory uses within any building whose primary use is permitted under divisions (a) or (b):
  - (1) Drug Store.
  - (2) Deli/Restaurant/Food Service.
  - (3) Office Supply and Service.
  - (4) Travel Agent.
  - (5) Personal Services such as Barber/Beauty Salons, Dry Cleaning Pickup Station, ATM, and Health Offices.
  - (6) Newsstand.
  - (7) Health and Fitness Center.
  - (8) Training Facility.
  - (9) Storage Facilities.
  - (10) Day Care Facility.
  - (11) Other similar uses in accordance with Section [1127.02\(e\)](#) of the Planning and Zoning Code.
- (d) Religious exercise facilities and related uses.



- (e) Temporary parking lots in accordance with [Chapter 1167](#) of the Planning and Zoning Code.
- (f) A park-and-ride facility providing daily parking as the principle use which may include accessory shelters for mass transit passengers or carpooling that typically includes parking lots and associated structures located along or near public transit routes.
- (g) Data Centers.
- (h) Indoor and outdoor public recreational facilities, including parks, recreational fields, health and fitness centers, training facilities, concession stands, playgrounds, nature preserves, indoor swimming pools, and similar facilities, not including such facilities developed for private use. Administrative and maintenance structures, scoreboards, and signs, that are associated with indoor and outdoor public recreation facilities shall be also permitted within this zoning district.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. [O-15-2013](#). Passed 6-4-13; Ord. [O-07-2015](#). Passed 3-3-15.)

#### **1144.03 - CONDITIONAL USES.**

The following uses shall be allowed in the Office Campus District (OCD), subject to approval in accordance with [Chapter 1115](#), Conditional Uses:

- (a) Drive-through facilities to be developed in association with a permitted use.
- (b) Research facility for research, analysis, and development, which can be characterized as clean, non-hazardous and light use, and activities incidental or necessary to the conduct of such research, analysis, and development.
- (c) Miscellaneous accessory uses when the primary use of the building is permitted in Section [1144.02\(a\)](#) or (b), such as show room, distribution, repair shop, light assembly and similar ancillary uses.
- (d) Hotel/Motel including conference and banquet facilities.
- (e) Limited educational institutions offering educational courses and having no rooms regularly used for housing or sleeping of students, as well as ancillary uses typical of that found on a school campus including, but not limited to, parking lots, signs, gymnasiums, auditoriums, cafeterias, and administrative offices; ~~and indoor or outdoor recreational facilities~~. Limited educational institutions include:
  - (1) Secondary schools.
  - (2) Higher education institutions including junior colleges, community colleges, colleges, and universities.
- (f) Outdoor public swimming pools.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. [O-03-2022](#). Passed 3-1-22.)

#### **1144.04 - DEVELOPMENT STANDARDS.**

- (a) Minimum Lot Area. No minimum lot areas required, however, the lot size shall be adequate to provide for on-site parking/loading and yard requirements.

- (b) Minimum Lot Width. No minimum lot width is required, however, all lots shall abut a publicly dedicated and improved street or highway, and shall have adequate width to provide for yard space requirements pursuant to this section.
- (c) Minimum Front Yard Depth. Fifty-five (55) feet except fences, gate houses, entry features and ancillary structures shall be allowed in the front yard setback when approved by the **Community Development Director or their designee** ~~Development Standards Review Committee~~.
- (d) Minimum Side Yard Width. Fifteen (15) feet to any paved area and thirty (30) feet to any structure.
- (e) Minimum Rear Yard Depth. Twenty (20) feet to any paved area and forty (40) feet to any structure.
- (f) Lot Coverage. The total lot coverage, which includes all areas of parking and building coverage, shall not exceed 80% of the total lot area.
- (g) Maximum Building Height. Sixty-five (65) feet, except an increased height may be approved by the Planning Commission upon a showing that the height of the building is harmonious and in accordance with the general objectives, or with any specific objectives or purpose, of the Zoning Ordinance.
- (h) Parking and Loading.
  - (1) Except as otherwise provided herein, parking and loading requirements shall be as specified in Chapter 1167. Parking spaces shall be designated to allow a minimum of five (5) feet between any structure and any parked vehicle. **Seventy-five to ninety (75—90) degree angle parking shall have a minimum width (measured in feet parallel to the aisle) of nine (9) feet and a minimum length of eighteen (18) feet with a twenty-four (24) foot wide maneuvering aisle. One loading space shall be provided per dock space.**
  - (2) Where appropriate, adequate provisions shall be made for the use of public transportation by employees and visitors.
  - (3) All entry drives shall be coordinated with improvements in road rights-of-way and with landscaping within the site.
  - (4) **Indoor and Outdoor Recreational Facilities: In instances where compliance with the off-street parking and loading space requirements of Chapter 1167 may impede the purpose of this zoning district, the number of required parking and loading spaces may be adjusted, provided such adjustments are substantiated by evidence-based standards. Such adjustments shall be subject to review and approval by the Community Development Director or their designee.**
- (i) Service Areas and Dumpsters. All service areas including loading docks, exterior storage of materials, supplies, equipment or products and trash containers shall be screened from all public roads and/or adjacent properties at ground level with walls or landscaping. Any walls shall be of the same materials used on the building walls and shall be complemented with landscaping.
- (j) Signage. Signage standards shall comply with those delineated in Chapter 1169. However, the sign area for a wall or free standing sign may be one square foot of sign (as measured in Section 1169.06) per one thousand (1,000) square feet of usable floor space but shall not exceed a maximum sign area of one hundred twenty (120) square feet per side. A building less than thirty-two thousand (32,000) square feet usable floor space may have a sign of thirty-two (32) square feet per side. Signs shall be located so that no part of the sign shall protrude beyond the wall on which it is located. The use of neon roof mounted and internally illuminated signs is prohibited.



- (k) Satellite Signal Receiving Antennas. Roof mounted dish antennas shall be permitted as an accessory use to permitted uses in this District, and upon application for installation of a satellite signal receiving antenna, it shall be reviewed for safety, compatibility with surrounding development, and for other design measures that screen or otherwise make the dish antenna appear less obtrusive. Otherwise, the standards set forth in Chapter 1177 shall apply to the placement of satellite signal receiving antennas.
- (l) Utilities. All utility lines including water supply, sanitary sewer service, electricity, telephone and gas, and their connections or feeder lines shall be placed underground. Meters, transformers, etc. may be placed above ground, but must be clustered and screened from view. To the extent possible utility line placement shall be sensitive to existing vegetation.
- (m) Mechanical Equipment. Any external mechanical equipment shall be totally screened from all public roads and/or adjacent properties from ground level with materials that are similar to or the same as used on the majority of the building or if screened by landscaping the landscaping shall provide one hundred percent (100%) opacity. This section includes rooftop equipment, satellite dishes (excluding communication devices where technically impracticable), as well as ground mounted equipment. The screening of the mechanical equipment shall be coordinated with the rest of the architecture so as to avoid being seen as an "add on".
- (n) Lighting.
  - (1) All external lighting shall be cut off type fixtures and down cast to reduce "spillage".
  - (2) All types of parking, pedestrian and other lighting fixtures shall be of the same type and style and shall be wall mounted cut-off fixtures or located on poles having a maximum height of thirty (30) feet.
  - (3) Luminaries should have a minimum cut-off of forty-five (45) degrees, so as to provide glare control to pedestrian and vehicular traffic, as well as a distinct beam cut-off on the outer perimeter of the setback areas.
  - (4) All light poles and standards shall be in dark color.
  - (5) Landscape uplighting from a concealed source shall be permitted. All upright fixtures must be screened by landscaping.
  - (6) No permanent colored lights or neon lights shall be used when visible from the exterior of the building. Flood lighting of buildings is prohibited, except that accent lighting, from a concealed source, is permitted. Nothing in this subsection shall prohibit lighting required for employee security
- (o) Architecture. As part of the plans, ~~submitted pursuant to Division (q)~~, front, rear and side building elevations shall be shown indicating building material color and height. The following elements shall be considered:
  - (1) Materials, texture and color compatibility.
    - A. Earth tones, muted and natural tones are permitted. Brighter hues are permitted only as accent features (such as awnings, doors, limited trim, etc.).
    - B. Materials: Brick, precast wall panels, stone, concrete, coated metals and woods are permitted. Other materials may be permitted, but are subject to approval for intent and compatibility. All glass or highly reflective buildings (or buildings that appear as such), prefabricated metal or untreated masonry block buildings are not permitted.
  - (2) Signage with relationship to the building and building facade.

(p) Landscaping. Landscaping shall follow the guidelines herein established except that incidental modifications may be approved by the **Community Development Director or their designee Development Standards Review Committee**. The developer may **also** deviate from the landscape guidelines if an alternate landscape plan is approved by the Planning Commission.

- (1) Areas not developed may remain in their natural state or may be used for agriculture purposes, otherwise all undeveloped areas shall be maintained at a maximum of eighteen (18) inch field height and provide an appearance of rural character.
- (2) Pond(s) which are located within the setback areas shall be designed and landscaped to be rural in character.
- (3) Side lot landscaping shall be planted with a mixture of deciduous shade trees and evergreen trees and shrubs. Five (5) trees shall be planted per one hundred (100) L.F. of side lot and one deciduous shrub per tree. All side lot areas not landscaped shall have grass (seed or sod).
- (4) Interior landscaping within parking areas shall be a minimum of five percent (5%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as to visually break up large expanses of pavement and provide landscaped walking paths between parking lots and the main buildings.
- (5) Shrubbery should be Native Deciduous Shrubs and shall be a minimum size of thirty (30) inches height at installation.
- (6) The minimum tree size at installation shall be as follows:

|                                  |               |
|----------------------------------|---------------|
| Perimeter Ornamental Tree        | 2" caliper    |
| Perimeter Deciduous Shade Tree   | 2"—3" caliper |
| Perimeter Evergreen Tree         | 6'—8' tall    |
| Parking lot Ornamental Tree      | 2" caliper    |
| Parking lot Deciduous Shade Tree | 2" caliper    |
| Parking lot Evergreen Tree       | 4' tall       |

- (7) No existing trees within the undeveloped areas shall be removed or destroyed unless they are shown to be diseased, interfere with utilities, or are part of a development plan.
- (8) Street areas shall be landscaped and maintained in accordance with Section 1171.04.
- (9) Where a required side yard abuts any district where a residence is a permitted use landscaping in accordance with Section 1171.05 shall be provided.

~~(q) **Development Standards Review Committee**. The Development Standards Review Committee shall, prior to the issuance of any permits, approve all plans and elevations necessary to demonstrate compliance to the development standards established for the Office Campus District. Within thirty five (35) days of submission of plans the Committee shall issue a statement of compliance or noncompliance with the development standards established for this District. The Committee shall be comprised of the following persons or their designee:~~

~~Administrator~~

~~Municipal Planner~~

~~Chief Building Official~~

**Municipal Engineer**

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07.)





## **RESOLUTION R-27-2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT BETWEEN THE CITY OF NEW ALBANY AND LHR INDUSTRIES INC. AND EXECUTE ALL RELATED REAL ESTATE DOCUMENTS ASSOCIATED WITH THAT PURCHASE AGREEMENT, INCLUDING THE LETTER OF INTENT, NECESSARY FOR THE PURCHASE OF THE 49.424+/- ACRES PARCEL LOCATED AT 6500 NEW ALBANY ROAD EAST AND COMMONLY KNOWN AS FRANKLIN COUNTY AUDITOR'S PARCEL NUMBER 222-002194-00 UPON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE REQUIREMENTS REFERENCED IN THE ATTACHED LETTER OF INTENT AND/OR SUBSEQUENT PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$15 MILLION DOLLARS**

**WHEREAS**, the real estate parcel identified as 222-002194-00 by the Franklin County Auditor comprises approximately 49.424+/- acres at 6500 New Albany Road East, the former site of the Discover Financial Services building (the "Property"); and

**WHEREAS**, given its proximity to the Village Center, the New Albany Plain Local Schools Campus, New Albany International Business Park, and State Route 161 Interchange, the Property has the potential to provide significant benefit to the community subject to its appropriate redevelopment consistent with New Albany's strategic planning documents; and

**WHEREAS**, LHR Industries Inc. presently owns the Property and has indicated a willingness to sell the Property; and

**WHEREAS**, with the acquisition of the Property, subject to satisfactory completion of any due diligence requirements set forth in the attached Letter of Intent and/or any subsequently negotiated Purchase Agreement and/or necessary documents, the city intends to facilitate the redevelopment of the Property in a manner consistent with its strategic planning documents and for the benefit of the community; and

**WHEREAS**, LHR Industries Inc. is willing to sell the Property to the City of New Albany for a Purchase Price of fifteen million dollars (\$15,000,000.00).

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

**Section 1:** The city manager is hereby authorized to execute the Letter of Intent, attached as Exhibit A hereto, and to negotiate and execute a real estate purchase agreement and all associated supporting documents with LHR Industries, Inc. for the purchase of 49.424 +/- acres identified as Franklin County Auditor's Parcel Numbers 222-002194099 for a Purchase Price of \$15,000,000.00.

**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 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.

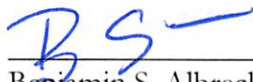
CERTIFIED AS ADOPTED this 19 day of August, 2025.

Attest:

  
Matthew E. Shull  
President Pro Tem

  
Jennifer H. Mason  
Clerk of Council

Approved as to form:

  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 08/08/2025

Introduced: 08/19/2025

Revised:

Adopted: 08/19/2025

Effective: 08/19/2025

**LETTER OF INTENT/OFFER TO PURCHASE**

**THIS LETTER OF INTENT/OFFER TO PURCHASE** (the “Letter”) is made and entered into this \_\_\_\_ day of August, 2025 (the “Effective Date”) by and between **the City of New Albany, Ohio (“City” or “Purchaser”)**, an Ohio municipal corporation, and **LHR Industries (“LHR” or “Seller”)**, an Ohio limited liability company.

**WHEREAS**, Seller is the owner of certain real property consisting of approximately 49.424+/- acres, located at 6500 New Albany Road, New Albany, Ohio 43054 (the “Property”); and,

**WHEREAS**, the City is interested in purchasing the Property as described in Exhibit A and offers to buy the Property at a price more fully described below pursuant to terms and conditions, generally, outlined below and to be more fully provided in a negotiated Purchase Sale Agreement; and,

**WHEREAS**, Seller, upon acceptance of said offer, generally, agrees in principle to sell and convey to Purchaser, all of the plot, piece or parcel of land described more fully below and in Exhibit A together with all improvements located thereon and such fixtures and personal property, if any, as more fully listed below pursuant to terms and conditions to be more fully negotiated in a Purchase Sale Agreement;

**WHEREAS**, Purchaser offers to purchase the Property and Seller agrees to sell the Property pursuant to the general terms and conditions set forth below and subject to the negotiations and agreement of a Purchase Sale Agreement.

**ARTICLE I**  
**PURCHASE AND SALE OF REAL ESTATE; CLOSING**

**1.1      Purchase and Sale of Real Property.** At a Closing Date to be mutually agreed upon, Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, 100% of the real estate land and property described in this Agreement subject to the terms set forth below and additional conditions/terms to be negotiated between the parties in a Purchase Sale Agreement.

(a)      **Real Property.** Located in the City of New Albany, Ohio, being known as and more particularly described as:

Approximately 49.424 +/- acres, located at 6500 New Albany Road, New Albany, Ohio 43054, identified on Franklin County Auditor Parcel Number 222-002194-00..

(b)      **Purchase Price.** In exchange for the Seller’s sale of such Property, and as consideration for Seller’s other obligations to the Purchaser set forth hereunder and/or in the Purchase Sale Agreement, the Purchaser shall pay to the Seller at Closing the amount of **Fifteen Million Dollars (\$15,000,000.00)** (the “Purchase Price”).



(c) **Title.** Seller shall convey by General Warranty Deed, free and clear of all liens, encumbrances, conditions, easements and restrictions, except conditions, easements and restrictions of record, and except taxes and assessments which are a lien, but not yet due and payable, that is properly executed and in a recordable format conveying the Property from the Seller to the Purchaser in order to consummate the purchase and sale of the Property as contemplated hereunder.

(d) **Conditions.** In making its offer, Purchaser is relying solely upon its own examination of the Real Property for the physical condition and character of the same, and not upon any representations by the Seller, except for those made directly to the Purchaser in this Letter, and, except for the specific representations and warranties contained herein, Purchaser will acquire the Property as outlined below. Purchaser's obligation to close will be contingent upon the satisfaction or waiver of the conditions to be determined, including but not limited to the following:

- (1) Upon entering a Purchase Sale Agreement, Purchaser shall have ninety (90) days to have any required/necessary inspections, solely at its discretion, including but not limited to an inspection to make certain the Property is free from environmental hazard and appropriate for its intended uses.
- (2) All deeds of trust, liens and other charges against the Property, if any, not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (3) Within fifteen (15) days after the effective date of this Letter demonstrated by the date of the last signature set forth below confirming agreement of the Parties, Seller shall use commercially reasonable efforts to cause a Title Company to issue to Purchaser a title commitment for the Real Property (the "**Title Commitment**"), together with copies of all items shown as exceptions to title therein. If it so desires, Purchaser shall obtain, no later than forty five (45) days after the effective date, at its sole cost and expense, a current ALTA/NSPS Land Title Survey of the Real Property (the "**Survey**") to be performed by a licensed registered land surveyor at Purchaser's cost. Purchaser shall have until the Due Diligence Period Expiration Date to provide written notice to Seller (an "**Objection Notice**") of any matters disclosed by the Title Commitment or shown on the Survey that are not satisfactory to Purchaser (collectively, the "**Title Objections**"). Should Purchaser fail to timely deliver notice of the Title Objections to Seller, then Purchaser shall be deemed to have no objections to the Title Commitment or Survey or the matters contained in either of them. If Purchaser timely delivers the Title Objections, then within ten (10) days after receipt of an Objection Notice, Seller shall either cure such objections, provide a written plan to cure such objections prior to Closing, or elect not to cure the objections, all of which options may be exercised by Seller in its sole discretion. If Seller has

not cured such objections or provided to Purchaser a plan for curing the objections which is acceptable to Purchaser in its sole discretion within ten (10) days after receipt of an Objection Notice, then Purchaser may elect, by providing written notice of its intention to Seller prior to the Due Diligence Period Expiration Date, to either (a) accept title to the Real Property subject to any uncured objections and proceed to Closing with no abatement of Purchase Price except for monetary liens of a fixed or ascertainable amount, or (b) terminate this Agreement, in which case the parties shall have no further obligations to one another, other than those that specifically survive termination of this Agreement. Any matter which is disclosed in the Survey or Title Commitment, and to which Purchaser does not timely object, or which Purchaser timely objects to and, despite Seller's inability or unwillingness to cure, Purchaser elects to assume by proceeding with the Closing, shall be deemed a "**Permitted Exception.**"

- (4) Purchaser shall obtain an appraisal confirming the appropriateness of the Purchase Price.
- (5) Purchaser shall obtain any statutorily-required approval of the Council of the City of New Albany, Ohio. If Council of the City of New Albany, Ohio fails to approve the purchase of the property, the City shall have no obligation to proceed with the purchase.
- (6) Other contingencies to be discussed and agreed upon by the parties and included in the negotiated Purchase Sale Agreement.

(f) **Risk of Loss.** The risk of loss or damage by fire or other casualty or cause to the Real Property shall be upon Seller. In the event of such loss or damage to the Real Property, the Purchaser may, at its option, terminate further action under this Letter and rescind the offer to purchase the Real Property by written notice to the Seller; thereupon, no party to this Letter and/or any negotiated Purchase Sale Agreement shall have any liability to any other party. If this this Letter and/or any negotiated Purchase Sale Agreement t is terminated pursuant to the provisions of this paragraph, the Earnest Money shall be returned to Purchaser.

**1.2        Closing.** Closing shall occur at a mutually agreeable date to be negotiated by the parties

**1.3        Purchaser Contingencies.** The obligation of the Purchaser to perform its obligations set forth under this Agreement is contingent upon the following:

- (1) Purchaser shall have until ninety (90) days from the date a Sales Purchase Agreement is negotiated in order to complete Purchaser's due diligence investigation of the Real Property ("Due Diligence Period"). In connection therewith, Seller agrees to provide Purchaser with such records, documents, and other information reasonably requested by Purchaser to complete such

investigation which shall not be unreasonably withheld. Seller expressly recognizes and understands that any and all records, documents or other information requested by and shared with Purchaser may be shared by Purchaser with the New Albany Plain Local School District ("NAPLS"). If Purchaser determines that the results of any part of Purchaser's investigation of the Property is unsatisfactory, Purchaser may terminate this Agreement by giving Seller written notice prior to the expiration of the Due Diligence Period. In the event of termination, Purchaser and Seller shall be released from all further obligations under this Agreement. If Purchaser does not provide Seller such written notice prior to the conclusion of the ninety (90) day period such contingency shall be deemed waived.

- (2) The ability of Purchaser to obtain approval of the Council of the City of New Albany, Ohio.
- (3) The absence of any material litigation involving the Real Property.
- (4) Seller meeting the conditions set forth above in Paragraph 1.1(d)(1)-(5).

If Purchaser does not provide Seller such written notice that Seller has failed to meet any of the above contingencies prior to the conclusion of the Due Diligence Period, such contingency shall be waived.

**1.4 Assurances** Seller agrees to assist Purchaser with all actions necessary to obtain all licenses, certificates, permits, consents, approvals, authorizations and orders of Third Parties, if any, including federal, state and local entities necessary in order to complete the purchase of the Property. Further, once Seller accepts Purchaser's Offer, it shall not solicit any further offers to purchase the Property.

**1.5 Reasonable Access** Upon reasonable notice, Seller will provide reasonable access to Purchaser, or Purchaser's representatives, including representatives of the NAPLS for the purposes of appraisal, inspection, and/or evaluation in accordance with the "Due Diligence Period" set forth more fully in this Letter. Notwithstanding anything contained in this Letter to the contrary, Purchaser acknowledges and agrees that during the Due Diligence Period, Seller will continue to conduct business operations, if any, or improvements to the Property consistent with this Letter. Access shall be provided to Purchaser, its representatives and/or the NAPLS, and its representatives, after prior notification and coordination with Seller's representative.

## **ARTICLE II**

### **Representations and Warranties of Seller**

By accepting this Offer, Seller hereby represents and warrants to the Purchaser as follows:



**2.1 Power and Authority.** The Seller has the full power and authority to enter into and to carry out the terms of this Letter and any negotiated Purchase Sale Agreement, without the consent of any other party. Seller is the sole owner of the Real Estate.

**2.2 Taxes.** Seller has timely filed all federal, state and/or local real estate and/or other property taxes related to the Real Property, if any, that are required to be filed by it prior to the Closing Date. Seller warrants that there are no pending or threatened disputes as to any real estate or property taxes payable by Seller and that it does not and will not in the future have any liability, fixed or contingent, for any unpaid state or local taxes or other governmental or regulatory charges whatsoever relating to the Real Estate prior to the Closing. Pursuant to Section 1.1(d)(2), above, Real Estate taxes and assessments which are a lien against the Property, but not yet due and payable shall be the responsibility of the Seller. The Seller agrees that it shall solely be responsible for any and all claims for tax matters relating to matters prior to the Closing Date and that, if an issue arises wherein Seller's tax negligence has caused the Purchaser financial damages, Sellers agrees to compensate Purchaser for damages as determined through the Dispute Resolution process.

**2.3 Litigation.** The Seller is not subject to, or in default under, any judgment, award, order, writ, injunction, arbitration decision or decree, relating to the Real Estate, and there is no litigation, administrative action, arbitration, proceeding or investigation pending, or to the best of the Seller's knowledge, threatened or likely to occur, before any court, governmental agency, administrative agency or arbitrator, or before any other tribunal relating to the Real Estate.

**2.4 Compliance with Laws.** The Seller has no knowledge of any violation of, and has received no notice, asserting any non-compliance in connection with any applicable statute, rule or regulation, whether federal, state or local relating to the Real Estate.

**2.5 Undisclosed Liabilities.** No liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, relating to the Real Estate exists which could, after the Closing, result in any form of transferee liability against the Purchaser of Real Estate (except installments of real estate taxes and assessments not yet due and payable) or the full, free and unencumbered use and ownership of the Real Estate (except those matters referenced in Section 2.3, above).

### **ARTICLE III**

#### **Miscellaneous**

**3.1 Binding Effect; Assignment** Notwithstanding the terms contained herein, this Letter shall be non-binding upon the parties. Upon acceptance of Purchaser's Offer to Purchase demonstrated by the signature of Seller's authorized representative below, Seller shall prepare a draft Purchase Sale Agreement for further review and negotiation between the parties.

**3.2 Expenses.** Each party hereto shall assume and bear all expenses, costs and fees incurred or assumed by such party in the preparation and execution of the sale and purchase of the Property, including, but not limited to, the fees and expenses of counsel, accountants and

other experts, regardless of whether or not the transactions contemplated hereby shall be consummated.

**3.3 New Albany City Council** The parties expressly understand that no sale can be completed without the approval of the City Council of New Albany.

**3.4 Offer Expiration** The terms of this offer shall expire \_\_\_\_ August, 2025.

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FOR PURCHASER

FOR SELLER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **RESOLUTION R-28-2025**

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT AND EXECUTE ALL NECESSARY AGREEMENTS RELATED TO THE IMPLEMENTATION OF A DRONE SHOW AND FIREWORKS FOR THE SEMIQUINCENTENNIAL CELEBRATION AND TO WAIVE COMPETITIVE BIDDING**

**WHEREAS**, the City of New Albany is currently planning a 2-day Semiquincentennial Celebration, with the first day of festivities tentatively scheduled for July 3 in Rose Run Park and extending to the Hinson Amphitheater and a parade and fireworks on July 4th; and

**WHEREAS**, the July 3<sup>rd</sup> activities may include an early evening program to evoke a nostalgic, hometown atmosphere, with an ice cream social throughout Rose Run Park, open to the entire community, featuring strolling barbershop quartets, ice cream vendors and patriotic décor; and

**WHEREAS**, as the evening progresses, and in partnership with the New Albany Symphony, a choreographed drone show is proposed to take place above the Hinson Amphitheater, with patrons able to enjoy the display from both within the amphitheater and the surrounding areas; and

**WHEREAS**, the city finds that incorporating a drone show as part of the Semiquincentennial Celebration will provide a unique, innovative and memorable experience for the community; and

**WHEREAS**, the city would like to provide enhanced fireworks on the July 4<sup>th</sup> holiday to commemorate the special Semiquincentennial Celebration; and

**WHEREAS**, the city has interviewed and received pricing from 3 vendors for these services; and

**WHEREAS**, the funding was provided for in the Mid-Year Appropriation Ordinance (O-29-2025); and

**WHEREAS**, the city seeks to waive competitive bidding in order to expedite the contracting process, as drone shows for the Semiquincentennial are in high demand and vendor availability is limited.

**NOW, THEREFORE**, be it resolved 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 and directed to enter into a contract agreement and execute all necessary agreements related to the implementation of a drone show for the Semiquincentennial Celebration.

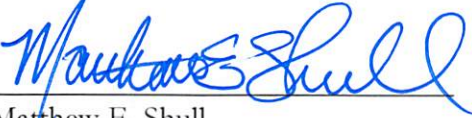
**Section 2.** Council hereby waives competitive bidding pursuant to Section 9.04 of the City Charter for the reasons set forth in the 'Whereas' clauses set forth above.

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

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


**CERTIFIED AS ADOPTED** this 19 day of August, 2025.

**Attest:**

  
Matthew E. Shull  
President Pro Tem

  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

|             |            |
|-------------|------------|
| Prepared:   | 08/08/2025 |
| Introduced: | 08/19/2025 |
| Revised:    |            |
| Adopted:    | 08/19/2025 |
| Effective:  | 08/19/2025 |