NEW ALBANY

COMMUNITY CONNECTS US

ORDINANCE O-18-2026

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 9.6 +/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Underhill & Hodge, LLC, agents for petitioner, with the Licking County Commissioners, on April 1, 2026, and

WHEREAS, the foregoing Resolution #26-0315-COMM, dated April 2, 2026, of the Licking County Commissioners granting the petition was delivered to the City of New Albany on April 13, 2026, and more than sixty (60) days have elapsed since the foregoing resolution and transcript was transmitted to the City of New Albany, and

WHEREAS, pursuant to the Road Maintenance Agreement between the City of New Albany and the Township of Jersey signed on May 4, 2016 and authorized by R-21-2016, the City of New Albany assumed responsibility for the maintenance and improvements of the section of Lucille Lynd Road impacted by this annexation, and

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

WHEREAS, the real estate is located in Licking County and is subject to the "New Albany East Community Authority" and subject to a special property assessment in compliance therewith, and

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

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

Section 1. The application of property owners set forth in Licking County requesting the annexation of 9.6 +/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in <u>Exhibit A</u>, attached hereto and incorporated herein as if fully written.

Section 2. An accurate map of the territory attached as <u>Exhibit B</u>, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Licking County Board of Commissioners regarding the annexation proceedings have been on file with the

Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3. Council of the City of New Albany hereby accepts the annexation of a 9.6 +/- acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

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

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

Section 6. Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 07 **day of** July**, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/02/2026
Introduced:	06/16/2026
Revised:	
Adopted:	07/07/2026
Effective:	08/06/2026

CERTIFICATION BY CLERK OF COUNCIL OF PUBLICATION OF LEGISLATION

I certify that copies of Ordinance **O-18-2026** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on July 8, 2026.

Jennifer Mason, Clerk of Council

7/8/26
Date

EXHIBIT A - O-18-2026

EXHIBIT "A"
PROPOSED ANNEXATION OF
9.6± ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, in Sections 14 & 15, Quarter Township 3, Township 2, Range 15, United States Military Lands, being comprised of all of those tracts of land conveyed to MBJ Holdings, LLC by deed of record in Instrument Numbers 201910030021443 and 202306130010379, and part of those tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Numbers 201310100025382, 200507260022515, 199911160046886, and 200310170050569 (all references refer to the records of the Recorder's Office, Licking County, Ohio), and more particularly bounded and described as follows:

BEGINNING at the common corner of Sections14, 15, 16 and 17, in the centerline of Lucille Lynd Road;

Thence South 03° 06' 27" West, crossing said Lucille Lynd Road, with the line common to said Sections 16 and 17, a distance of 45.00 feet to a point in the southerly right of way line of said Lucille Lynd Road, the northwesterly corner of the remainder of that 1.205 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200005030014048, in the existing City of New Albany corporation line, as established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677, Ordinance Number O-40-2016, of record in Instrument Number 201702160003066, Ordinance Number O-43-2009, of record in Instrument Number 201007270014304, and Ordinance Number O-42-2009, of record in Instrument Number 201007270014303;

Thence with said southerly right of way line and said corporation line the following courses and distances:

North 86° 39' 34" West, a distance of 299.94 feet to a point;

North 75° 20' 57" West, a distance of 50.99 feet to a point;

North 86° 39' 33" West, a distance of 255.00 feet to a point; and

South 79° 34' 09" West, a distance of 42.03 feet to a point in the easterly line of that 4.273 acre tract conveyed to Premier Storage of New Albany, LLC by deed of record in Instrument Number 202205170012301;

Thence North 03° 06' 27" East, with said easterly line, a distance of 45.00 feet to a point in the centerline of said Lucille Lynd Road;

Thence North 86° 39' 33" West, with said centerline, a distance of 170.75 feet to the southeasterly corner of that original 80.176 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 199912010048766;

Thence North 03° 03' 05" East, partly with the easterly line of said 80.176 acre tract and partly with the existing City of New Albany corporation line, as established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677, a distance of 351.24 feet to a point in the southerly right-of-way line of State Route 161;

Thence North 83° 30' 01" East, with said southerly right of way line, a distance of 827.94 feet to the northwesterly corner of that original 47 acre tract conveyed as Parcel Two to Phyllis C. Foor and James D. Foor, Trustees by deed of record in Instrument Numbers 200103150007969 and 200103150007970;

PROPOSED ANNEXATION OF
9.6± ACRES
-2-

Thence South 03° 02' 52" West, with the westerly line of said Parcel Two, a distance of 147.74 feet to a southwesterly corner thereof;

Thence South 86° 45' 34" East, with a southerly line of said 47 acre tract, a distance of 142.00 feet to the northwesterly corner of that original 47 acre tract conveyed as Parcel One to Phyllis C. Foor and James D. Foor, Trustees by deed of record in Instrument Numbers 200103150007969 and 200103150007970;

Thence South 03° 02' 52" West, with the westerly line of said Parcel One, a distance of 345.00 feet to a point in the centerline of said Lucille Lynd Road;

Thence North 86° 45' 34" West, with said centerline, a distance of 142.00 feet to the POINT OF BEGINNING, containing 9.6 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 22 OCT 24

Matthew A. Kirk
Registered Surveyor No. 7865

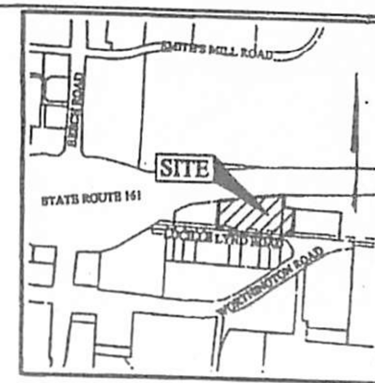
STATE OF OHIO
MATTHEW A. KIRK S-7865
REGISTERED
PROFESSIONAL SURVEYOR

MAK:jo
9_6 ac 20240006-VS-ANNX-07

PRE-APPROVAL
LICKING COUNTY ENGINEER
APPROVED ☑ CONDITIONAL ☐
APPROVED BY:
DATE: 10/25/2024

EXHIBIT B - O-18-2026

EXHIBIT "B"
ANNEXATION OF 9.6± ACRES
TO THE CITY OF NEW ALBANY FROM THE TOWNSHIP OF JERSEY
SECTIONS 14 & 15, QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

Contiguity Note:
Total perimeter of annexation area is 2864.63 feet, of which 951.08 feet is contiguous with the City of New Albany giving 33% perimeter contiguity.

(A) MBJ HOLDINGS, LLC
1.333 AC. (DEED)
I.N. 201310100025302

(B) MBJ HOLDINGS, LLC
1.333 AC. (DEED)
I.N. 200507280022515

(C) MBJ HOLDINGS, LLC
2.333 AC. (DEED)
I.N. 199811180046506

(D) MBJ HOLDINGS, LLC
1.533 AC. (DEED)
I.N. 200310170000009

(E) PREMIER STORAGE OF NEW ALBANY, LLC
4.273 AC. (DEED)
I.N. 202205170012301

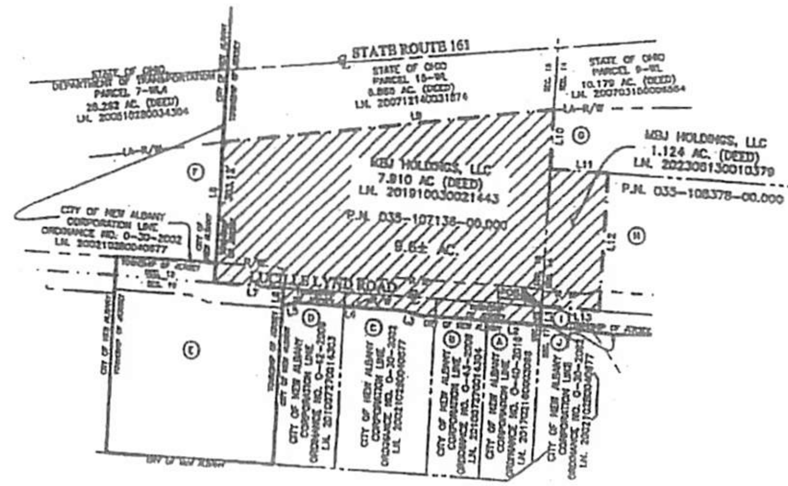
(F) MBJ HOLDINGS, LLC
ORIGINAL 80.176 AC. (DEED)
I.N. 199812010048708

(G) PHYLLIS C. FOOR AND JAMES D. FOOR, TRUSTEES
ORIGINAL 47 AC PARCEL TWO (DEED)
I.N. 200103150007969 (1/2 INTEREST)
I.N. 200103150007970 (1/2 INTEREST)

(H) PHYLLIS C. FOOR AND JAMES D. FOOR, TRUSTEES
ORIGINAL 47 AC PARCEL ONE (DEED)
I.N. 200103150007969 (1/2 INTEREST)
I.N. 200103150007970 (1/2 INTEREST)

(I) BOARD OF COMMISSIONERS OF LICKING COUNTY, OHIO
PARCEL NO. 7-WD/3
21.601 AC. (DEED)
I.N. 200310200034302

(J) MBJ HOLDINGS, LLC
1.205 AC. (DEED)
I.N. 200008030014048



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°06'27"W	45.00'
L2	N86°39'34"W	299.94'
L3	N75°20'57"W	50.09'
L4	N86°39'33"W	255.00'
L5	S79°34'09"W	42.03'
L6	N03°06'27"E	45.00'
L7	N86°39'33"W	170.75'
L8	N03°03'05"E	351.24'
L9	N83°30'01"E	827.84'
L10	S03°02'52"W	147.74'
L11	S86°45'34"E	142.00'
L12	S03°02'52"W	345.00'
L13	N86°45'34"W	142.00'

Proposed Annexation
of 9.6 ± acres to the City of New Albany

The within map marked exhibit "B" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on __________, 20___, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

____
Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of New Albany, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same.

Board of Licking County Commissioners

Petition Received ________, 20__

____
Commissioner

Petition Approved ________, 20__

____
Commissioner

____
Commissioner

Transferred this ___ day of ____________, 20___, upon the duplicates of this office.

Containing ________ acres.
Transfer Fee _______

____
Licking County Auditor

Received for Record _______, 20__, at _____(AM-PM) and recorded _________, 20__, in plat ordinance, petition, etc. in Plat Book Volume ___, Page ___.

Plat Fee _______
Ordinance, etc. Fee ______

____
Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _______ passed ________, 20___, and approved by the mayor on ____________, 20___, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest ____________________
Clerk, City of New Albany

AREA TO BE ANNEXED
PROPOSED CITY OF NEW ALBANY CORPORATION LINE
EXISTING CITY OF NEW ALBANY CORPORATION LINE

200 0 200 400
GRAPHIC SCALE (in feet)

STATE OF OHIO
MATTHEW A. KIRK
S-7865
REGISTERED
PROFESSIONAL SURVEYOR

By Matthew A. Kirk 21 Oct 24
Date
Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emht.com

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
emht.com

Date: October 22, 2024
Scale: 1" = 200'
Job No: 2024-0008
Sheet: 1 of 1

REVISIONS		
MARK	DATE	DESCRIPTION

Annexation of 9.6 Acres / 20240008-VS-ANNX-07

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-19-2026

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 22.6+/- ACRES OF LAND GENERALLY LOCATED TO THE SOUTHEAST OF AND ADJACENT TO STATE ROUTE 161, FROM AGRICULTURAL (AG) AND LIMITED OFFICE CAMPUS DISTRICT (L-OCD) TO INFILL PLANNED UNIT DEVELOPMENT (I-PUD) FOR AN AREA TO BE KNOWN AS "BEECH INTERCHANGE SOUTHEAST EXPANSION ZONING DISTRICT" AS REQUESTED BY MBJ HOLDINGS LLC, C/O AARON UNDERHILL, ESQ.

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

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

WHEREAS, pursuant to the application by MBJ Holdings LLC, c/o Aaron Underhill, Esq., the planning commission has reviewed the proposed ordinance amendment and recommended its approval unanimously.

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

Section 1. Council hereby amends the zoning ordinance map of the city of New Albany to change the zoning classification of the following described site:

A. A 22.6+/- acre site within Licking County, generally located to the southeast of and adjacent to State Route 161, from its current zoning of Agriculture (AG) and Limited Office Campus District (L-OCD) to Infill Planned Unit Development (I-PUD).

B. The zoning district's limitation text and boundary map are hereby attached and marked Exhibit A.

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

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

CERTIFIED AS ADOPTED this 07 **day of** July**, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/05/2026
Introduced:	06/16/2026
Revised:	6/29/2026 – *revised Exhibit A*
Adopted:	07/07/2026
Effective:	08/06/2026

Exhibit A - O-19-2026

BEECH INTERCHANGE SOUTHEAST EXPANSION PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT

May 29, 2026

The Beech Interchange Southeast Expansion Planned Unit Development (PUD) Zoning District (hereinafter, the "Zoning District") consists of 22.6+/- acres located to the southeast of the interchange at State Route 161 and Beech Road. It is located to the south of and adjacent to State Route 161 and on its east side and extends southward to Worthington Road. It has multiple adjacencies to Lucille Lynd Road. The Zoning District also is adjacent to the Beech Interchange Southeast Zoning District to the west and south, which allows both L-GE uses and retail uses. This rezoning serves to extend similar zoning and development standards as apply to L-GE uses in the existing adjacent zoning district to the property that is the subject of this text.

The standards in this text are the result of a joint effort undertaken by the applicant and the City to study site planning, access, and preferred development requirements for the general area which includes and extends beyond the Zoning District and is generally bordered by State Route 161 on the north, Worthington Road on the south, Beech Road on the west, and the eastern boundary of this Zoning District on the east. Reference is made to certain plans and studies prepared by MKSK which accompanies this application, with certain modifications not reflected therein but which are provided in this text as agreed upon by City staff and the applicant, specifically related to setbacks as provided below.

I. Permitted Uses: The permitted and conditional uses contained and described in the Codified Ordinances of the City of New Albany, GE, General Employment District, Sections 1153.02 and 1153.03, provided that conditional uses are approved in accordance with Chapter 1115, Conditional Uses. The following uses from these code sections shall be prohibited:

A. Industrial product sales (See Section 1153.03(a)(1));
B. Industrial service (See Section 1153.03(a)(2));
C. Mini-warehouses (See Section 1153.03(a)(4)(c)). For purposes of clarification, this prohibition only applies to such facilities that are made available for rental to the general public;
D. Personal service (See Section 1153.03(b)(2)) and retail product sales and service (See Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this Zoning District;
E. Vehicle services (See Section 1153.03(b)(4));
F. Radio/television broadcast facilities (See Section 1153.03(c)(1));
G. Sexually-oriented businesses (See Section 1153.03(c)(3)); and
H. Off-premises signs (See Section 1153.03(c)(2)).
I. Data center uses, except when all of the following conditions are met:

i. The data center use is associated with and is operated as part of (or in support of) another permitted use or conditional use that is operating within the Zoning District and the data center use is not operated to serve uses, users, or consumers that are not directly associated with such operational use(s) within the Zoning District;

ii. The data center use or uses occupy no more than 20% of the total gross square footage of primary buildings located within the Zoning District; and

iii. The data center use or uses shall not be issued a certificate of zoning compliance unless and until certificates of zoning compliance and occupancy permits have been issued by the City for those portions of the primary buildings within the Zoning District from which permitted or conditional uses other than data centers are or will be operated.

II. <u>Lot and Setback Commitments:</u>

A. <u>Lot Coverage</u>: There shall be a maximum lot coverage in this Zoning District of 80%.

B. <u>Setbacks:</u>

1. <u>State Route 161</u>: There shall be a zero minimum pavement and building setback of 25 feet from the right-of-way of State Route 161.

2. <u>Lucille Lynd Road</u>: There shall be a minimum pavement and building setback of 50 feet from the existing centerline of Lucille Lynd Road.

3. <u>Worthington Road</u>: There shall be a minimum pavement 25 feet and a minimum building setback of 50 feet from the Worthington Road right-of-way.

4. <u>Eastern Perimeter Boundary:</u> There shall be a minimum pavement 25 feet and a minimum building setback of 50 feet from the eastern perimeter boundary line of this Zoning District.

5. <u>Western Perimeter Boundary:</u> There shall be a minimum pavement and building setback of 25 feet from any portion of the western perimeter boundary line of this Zoning District that is not adjacent to a public street right-of-way.

6. <u>Elimination of Setbacks:</u> In the event that a parcel located within this Zoning District and an adjacent parcel located within or outside of this Zoning District (a) come under common ownership or control, (b) are zoned to allow compatible non-residential uses, and (c) are combined into a single parcel, then any minimum building, pavement, or landscaping

setbacks set forth in this text as they apply to common property lines shall no longer apply with respect to these parcels.

III. Architectural Standards:

A. Service and Loading Areas: Service areas and loading areas shall be screened in accordance with the Codified Ordinances unless otherwise provided in this text.

B. Building Design:

1. Building designs shall not mix architectural elements or ornamentation from different styles.

2. Buildings shall be required to employ a comparable use of materials on all elevations.

3. The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.

4. For office buildings and complexes, achieving a human or pedestrian scale is of less concern. When achieving such a scale is desired, it may be achieved by careful attention to width of facades, size and spacing of window and door openings, and floor to floor heights on exterior walls.

5. All elevations of a building that are visible from a public right-of-way shall receive similar treatment in terms of style, materials, and design so that such elevations are not of a lesser visual character than any other.

6. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.

7. Elements such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.

8. Accessory or ancillary buildings, whether attached or detached, shall be of similar design, materials and construction as the nearest primary structure. Fenestration themes that employ windows, panels and piers that are consistent with the architectural vocabulary of the building are encouraged. Accessory structures, generators, storage tanks, trash receptacles or any other similar improvement must be located behind a building façade that does not front on a public right-of-way.

C. Building Form:

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

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

D. Materials:

1. Exterior wall finishes: Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.

2. Prefabricated metal buildings and untreated masonry block structures are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.

3. Generally, the quantity of materials selected for a building shall be minimized.

4. Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.

5. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening

shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment.

6. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed to accommodate certain uses are not governed by the City's Design Guidelines and Requirements (DGRs). For example, buildings that are constructed for the operation of data centers, warehousing and/or distribution uses are not subject to the DGRs and can present challenges in meeting the community standard for architectural design. Such buildings are necessarily large and typically include long walls that together form a square or rectangular box. The goal for the development of buildings that are not subject to the DGRs is to balance the practical needs of these buildings with the desire to provide exterior designs that are attractive and complimentary to the architecture that will be found elsewhere in this Zoning District.

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

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

a. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while considering the unique nature of the use(s) that will be found therein.

b. Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include, but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height.

c. The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.

d. Contemporary exterior designs, while not required, shall be encouraged in order to create architecture that does not look aged or dated even many years after the facility is built.

e. Landscaping and/or the use of existing vegetation shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from public rights-of-way.

7. Buildings constructed within this Zoning District are exempt from the requirement of New Albany Design Guidelines Section 6(I)(A)(1) as it relates to the State Route 161 entrance ramp.

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

A. Vehicular Access: The developer shall work with the City Manager or their designee to determine the need for appropriate timing and phasing of street improvements to serve this Zoning District in accordance with a traffic study being coordinated by the City and the developer, also making reference to the access rights and commitments set forth in the approved zoning for property located immediately adjacent and to the west of this Zoning District. Subject to other provisions in this text, on public rights-of-way which exist on the date of this text the number, locations, and spacing of curbcuts shall be determined and approved by the City Manager or their designee in consultation with the developer at the time that a certificate of appropriateness is issued for a project in this Zoning District.

B. Parking and Loading: Parking and loading spaces shall be provided for each use per Chapter 1167 of the Codified Ordinances of the City of New Albany.

C. Private Roads: Any creation of private roads is subject to staff approval.

D. Leisure Trail: An 8-foot wide leisure trail shall be provided along the Zoning District's frontage on Worthington Road. The leisure trail shall be installed no later than the date when the first certificate of occupancy is issued for a building within this Zoning District.

E. Sidewalk: A sidewalk shall be installed along Lucille Lynd Road. It shall be constructed of concrete and shall be 5 feet in width.

V. Buffering, Landscaping, Open Space, and Screening: The following landscaping requirements shall apply to this Zoning District:

A. Tree Preservation: Standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

B. State Route 161 Treatment: A four-board white horse fence shall be required generally running parallel to State Route 161 along the perimeter of this Zoning District but outside of the right-of-way.

C. Treatment Along Worthington Road: Within the minimum required pavement setback along Worthington Road landscaping shall be coordinated and consistent throughout this Zoning District and with the Beech Interchange Southeast Zoning District to the west. The following also shall be provided:

1. Fencing: A standard New Albany white four-board horse fence may (but shall not be required to) be provided within the public right-of-way.

2. Setback Landscaping: A landscaped area shall be required behind the fence and within the required pavement setbacks. This buffer shall consist of deciduous shade trees planted at a rate equal to six (6) trees or more for every 100 lineal feet of street frontage. Such trees may be equally spaced or randomly grouped and shall be of species which are native to Central Ohio. No single species shall be used for more than one-third of the trees required by this paragraph. Minimum sizes for trees required to be planted pursuant to this paragraph shall be two (2) or three (3) caliper inches, provided that no more than 50% of these trees shall be two (2) inches in caliper. The City Landscape Architect may approve deviations to the caliper requirements on a case-by-case basis.

3. Screening of Parking: A landscape buffer to screen parking areas shall be located within the pavement setback along all public rights-of-way other than Lucille Lynd Road. This buffer may contain landscape material, mounding, or a combination of both and shall have a minimum height of 3.5 feet at installation and a minimum opacity of 75% within 3 years of installation.

4. Stormwater Management: Wet and dry stormwater basins shall conform to the standards set forth in Section 1171.08 of the Codified Ordinances unless other design solutions are found to be appropriate. Other design solutions may be appropriate if the City Landscape Architect finds that an alternative design, shape, and appearance is appropriate in particular relationship to streetscape and other site design considerations. One or more stormwater basins may be shared to serve some or all development within this Zoning District and/or within the Beech Interchange Southeast Zoning District located adjacent and to

the west of this Zoning District, so as to eliminate the need for each parcel to have its own on-site basin. Where shared stormwater basins are proposed, they shall be reviewed and approved by City staff without the requirement to be reviewed as part of a final development plan. Installation of stormwater basins shall include simultaneous installation of screening, buffering, and other aesthetic enhancements near the basins.

5. Street Trees: A street tree row shall be established along Worthington Road and any private roads and shall contain one (1) tree for every thirty (30) feet of street frontage. Street trees along Worthington Road shall be installed along the entire street frontage when the first parcel develops in this Zoning District. Street trees shall be located a minimum of ten (10) feet from the edge of the right-of-way unless the City's Landscape Architect approves planting these trees closer to the right-of-way or within the right-of-way. Minimum street tree size at installation shall be three (3) caliper inches. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation. The City Landscape Architect may approve deviations to the caliper requirements on a case-by-case basis.

6. Parking Areas: Within this Zoning District, there shall be no less than one (1) tree planted for every ten (10) parking spaces located therein. At least five percent (5%) of the vehicular use area shall be landscaped or green space (or treed areas). Parking lots shall be designed to accommodate parking lot islands with tree(s) at the end of parking aisles.

D. Minimum On-Site Tree Sizes: Unless otherwise set forth herein, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.

VI. Lighting:

A. All parking lot and private driveway lighting shall be cut-off type fixtures and down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site.

B. All parking lot lighting shall be of the same light source type and style. Building, pedestrian, and landscape lighting may be incandescent or metal halide.

C. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed thirty (30) feet in height.

D. Uplighting of buildings shall be prohibited. Landscape uplighting from a concealed source shall not be permitted.

E. No permanent colored lights or neon lights shall be used on the exterior of any building.

F. All new electrical utilities that are installed in this Zoning District shall be located underground.

G. All other lighting on the site shall be in accordance with City Code.

H. Street lighting must meet the City Standards and Specifications.

I. Solar Panels may be incorporated and installed as appropriate.

VII. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.

VIII. Utilities: All new utilities installed solely to serve this Zoning District shall be installed underground.

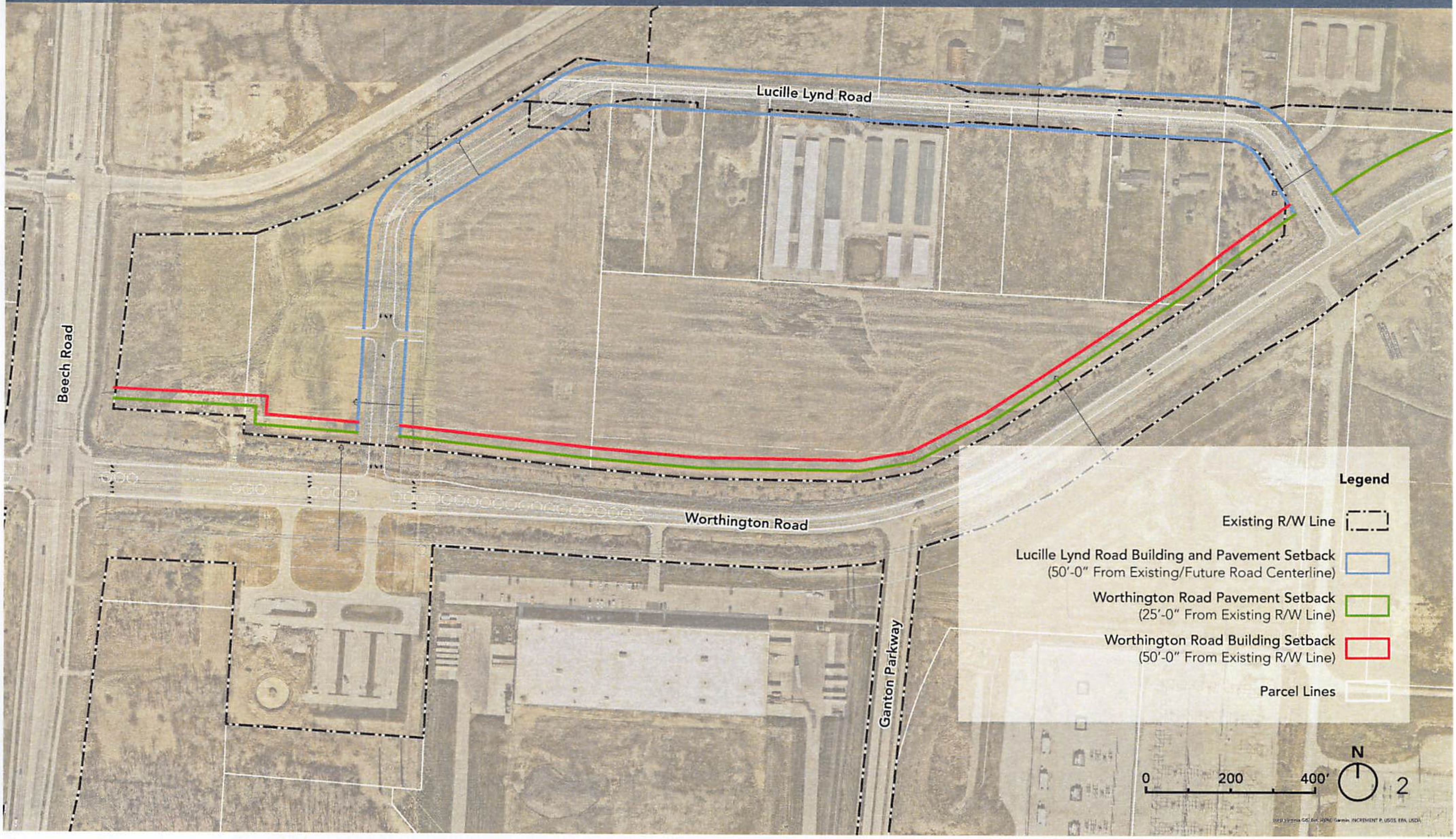
IX. Noise Regulations: The Codified Ordinances currently contain provisions relating to sound which are broad, meaning that noise impacts are evaluated on a site-specific basis. Generally, the goal is to ensure that overall sound levels on a property following development will not impose material negative impacts on neighboring property owners. The City intends to begin evaluating potential updates to the Codified Ordinances to provide more objective standards for evaluating potential and existing sound impacts. Following approval of this zoning, the applicant will work diligently with the City to identify best practices to mitigate sound impacts from new development within this Zoning District, which shall include consultation and coordination with experts to be hired by the City. Should the Codified Ordinances be updated at the time when the first building permit application is filed for development in any portion of the Zoning District, then such development shall comply with those updated standards. In the event that the Codified Ordinances have not been updated by that time, then as a condition of building permit issuance the applicant for this zoning application and the City staff shall negotiate and execute an agreement, to be signed by the City Manager and a representative of the applicant, which details sound mitigation measures and requirements to be applied to the site. Once such an agreement is signed, its contents shall constitute an addendum to the approved zoning text and the standards set forth therein shall become requirements for the Zoning District which are enforceable in the same manner as other zoning requirements. Ultimately, each new user is responsible for maintaining and mitigating noise levels in accordance with such an agreement.

X. Development Review Procedure: This Zoning District contains the same development standards as have been customarily used in L-GE, Limited General Employment Districts throughout the New Albany International Business Park, with the exception that the setback requirements from State Route 161 have been reduced in this text. The elimination of setback requirements from that thoroughfare is being provided due to the parcel configuration for relevant portions of the Zoning District and due to vehicular circulation considerations for future development. Since a zoning limitation text does not allow standards to vary from the underlying GE District code provisions unless they are stricter than that provided in underlying code, a PUD District is being utilized for this Zoning District to facilitate the desired setback from State Route 161. However, it is the intent that development proposals in this Zoning District will be processed and reviewed by the City in the same manner as if they were being developed on a property with an L-GE zoning classification rather than within a planned zoning district. Therefore, final development plan reviews and approvals of development proposals within this Zoning District shall not be required.

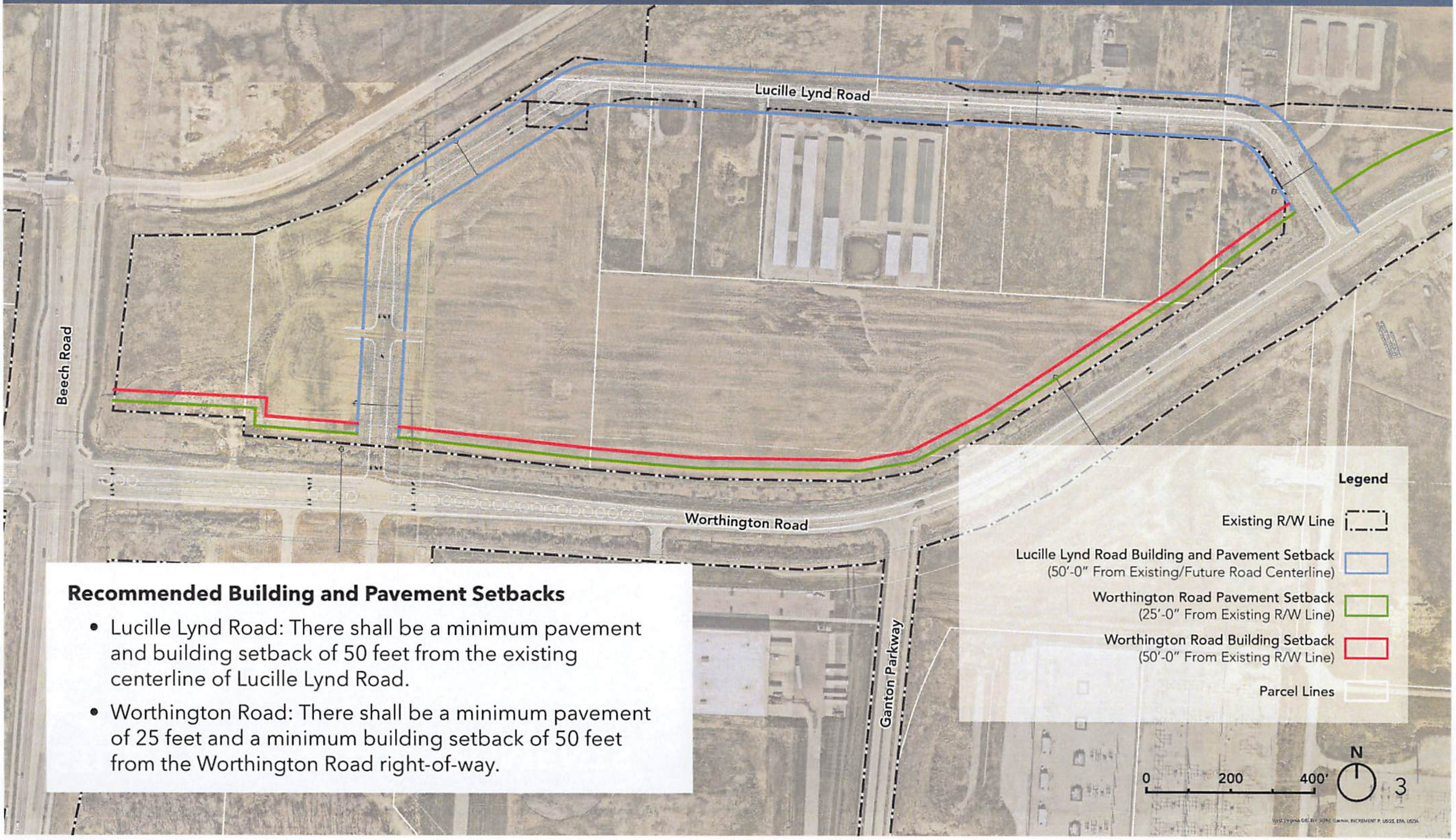
WORTHINGTON RD / LUCILLE LYND RD IMPROVEMENTS

1

SETBACK RECOMMENDATIONS



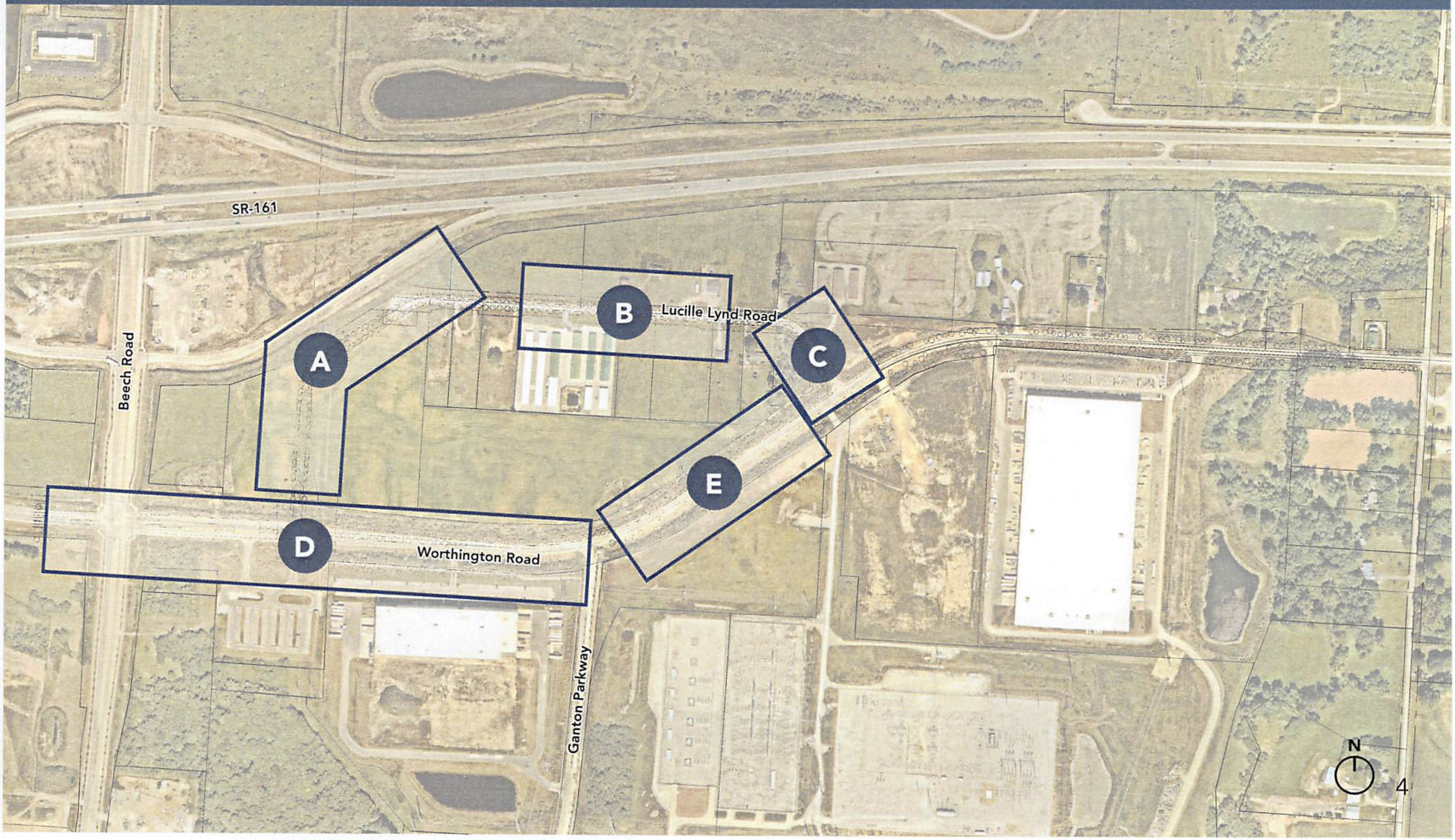
SETBACK RECOMMENDATIONS



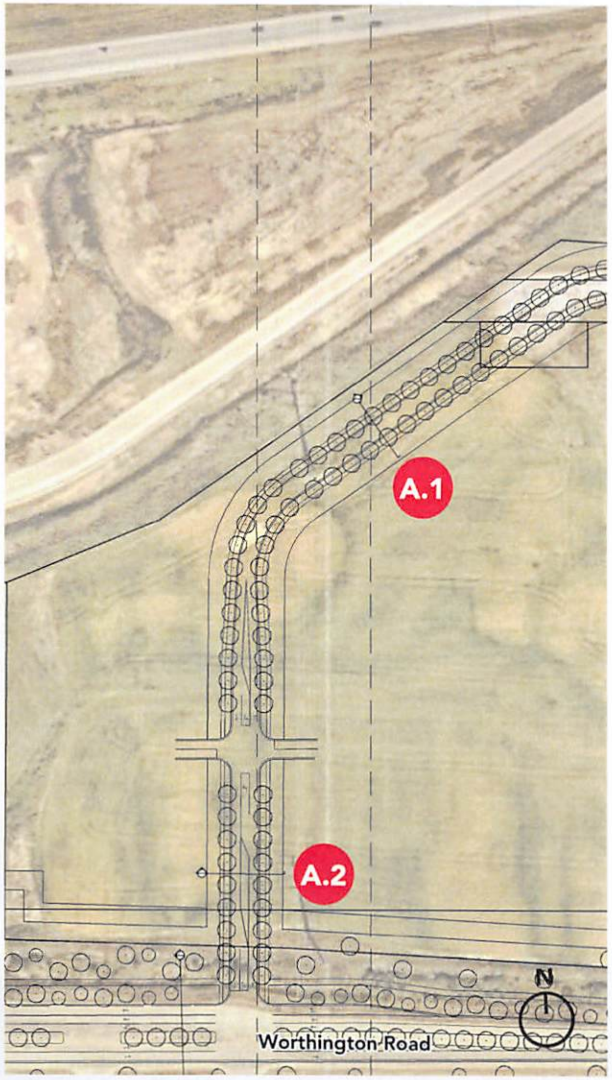
Recommended Building and Pavement Setbacks

- Lucille Lynd Road: There shall be a minimum pavement and building setback of 50 feet from the existing centerline of Lucille Lynd Road.
- Worthington Road: There shall be a minimum pavement of 25 feet and a minimum building setback of 50 feet from the Worthington Road right-of-way.

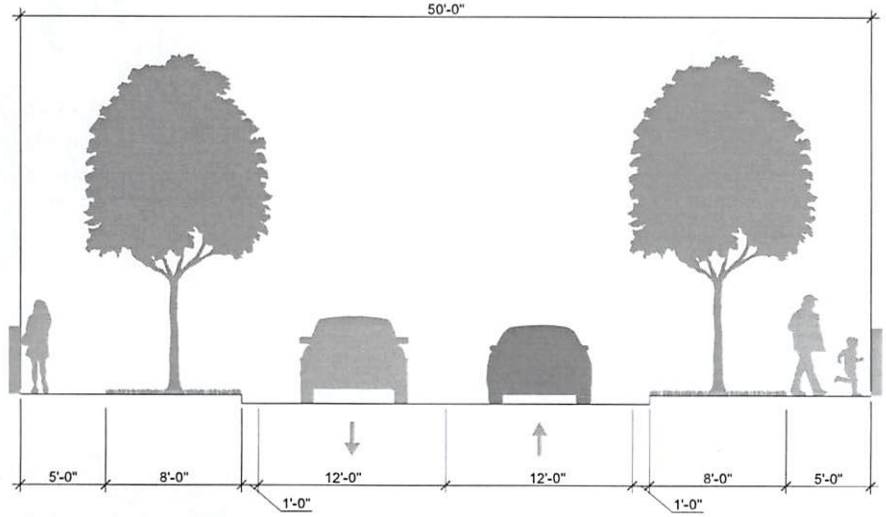
STUDY AREA ROAD SEGMENTS



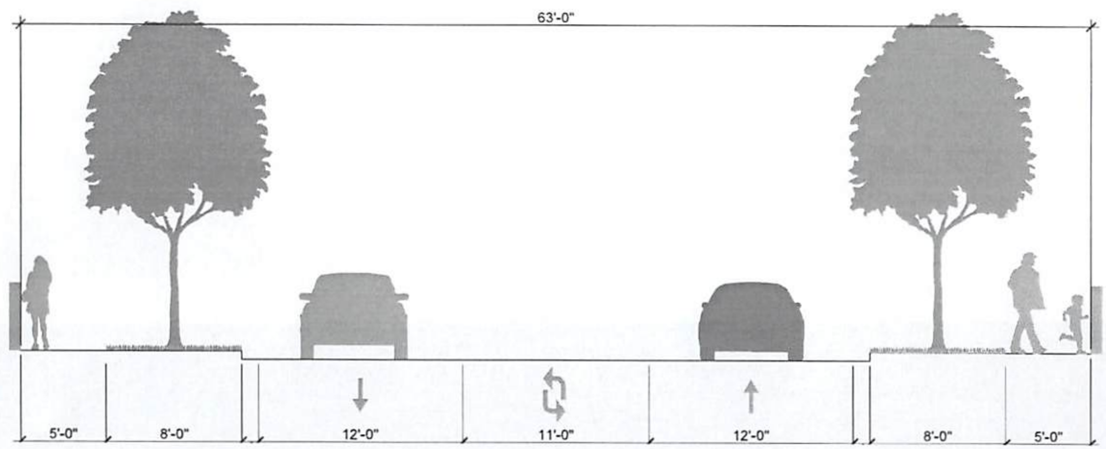
A. NEW LUCILLE LYND ROAD



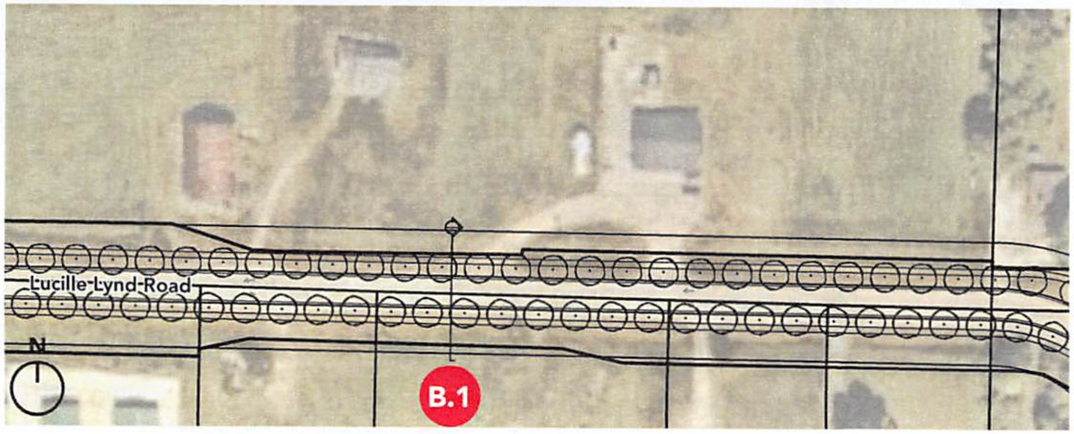
A.1 TRANSITION TO OLD LUCILLE LYND ROAD TYPICAL SECTION

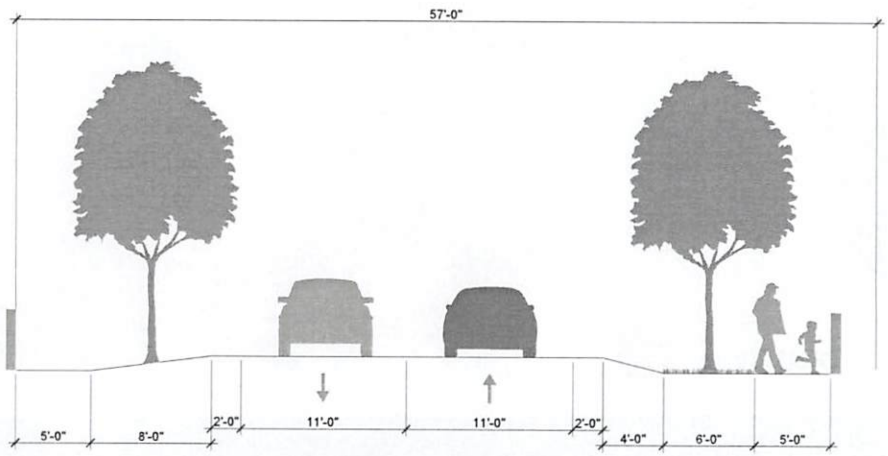


A.2 INTERSECTION ENTRY TYPICAL SECTION



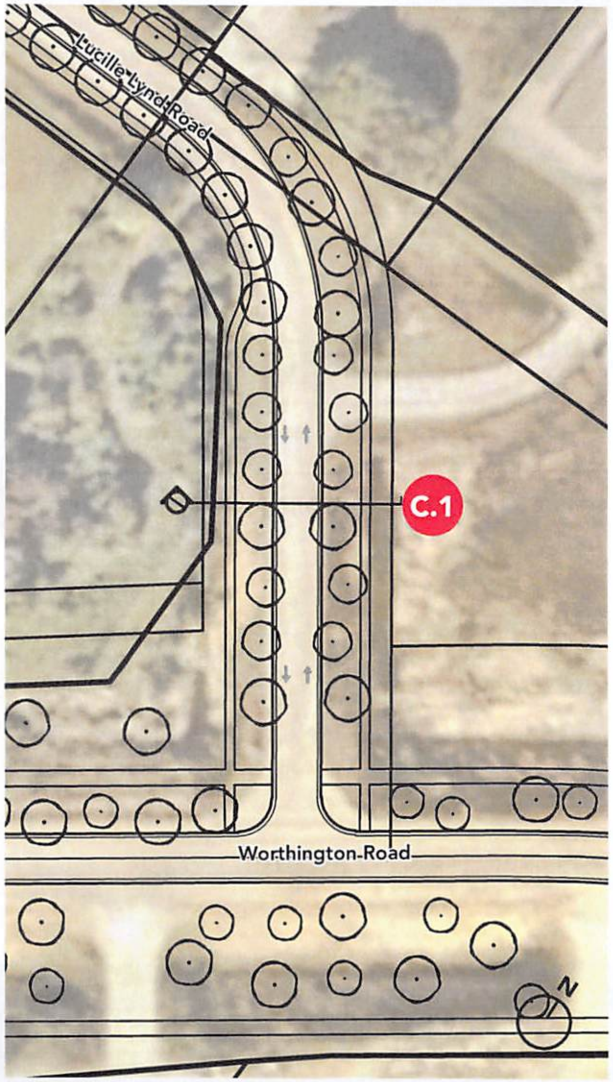
B. OLD LUCILLE LYND ROAD



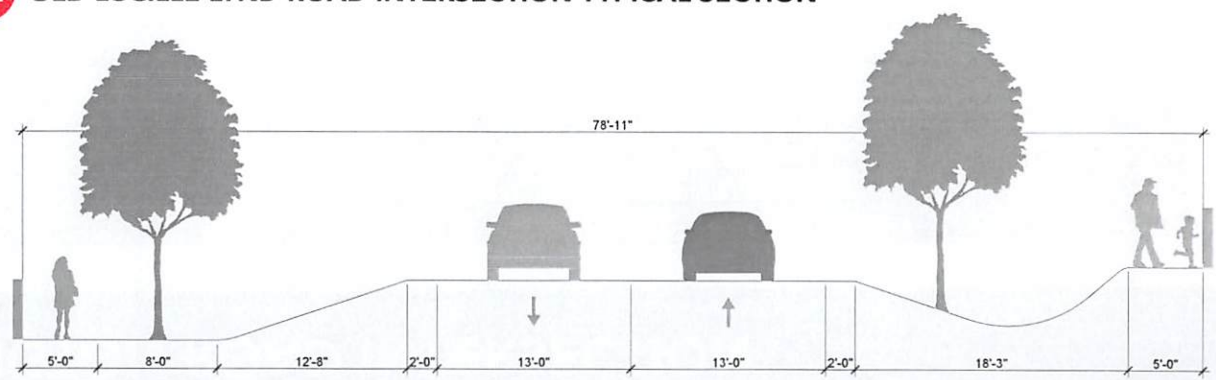


B.1 OLD LUCILLE LYND ROAD TYPICAL SECTION

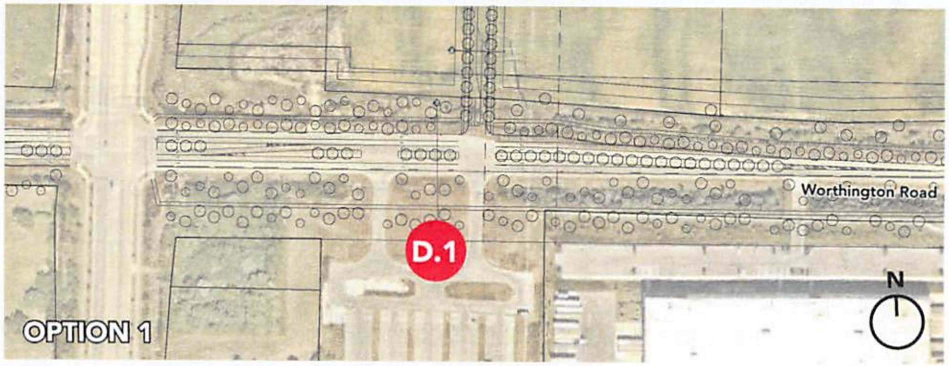
C. OLD LUCILLE LYND ROAD INTERSECTION

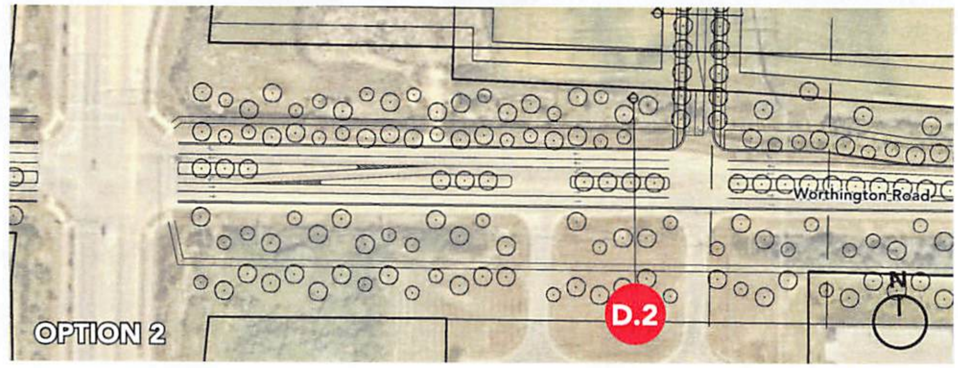


C.1 OLD LUCILLE LYND ROAD INTERSECTION TYPICAL SECTION

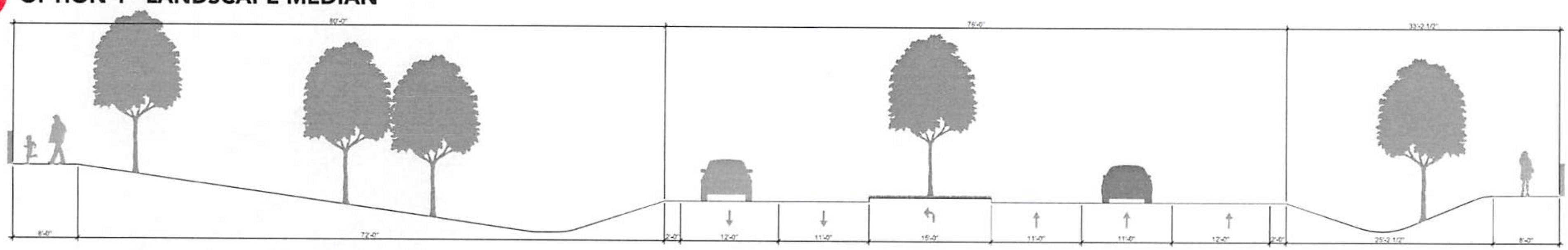


D. BEECH ROAD / WORTHINGTON ROAD INTERSECTION

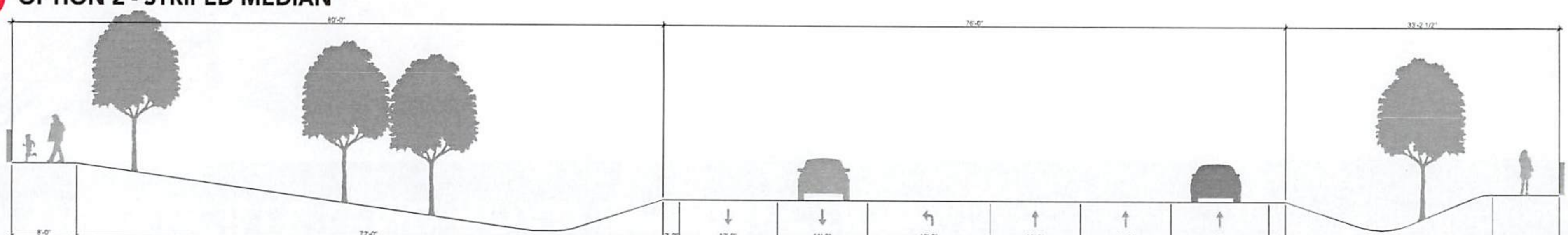




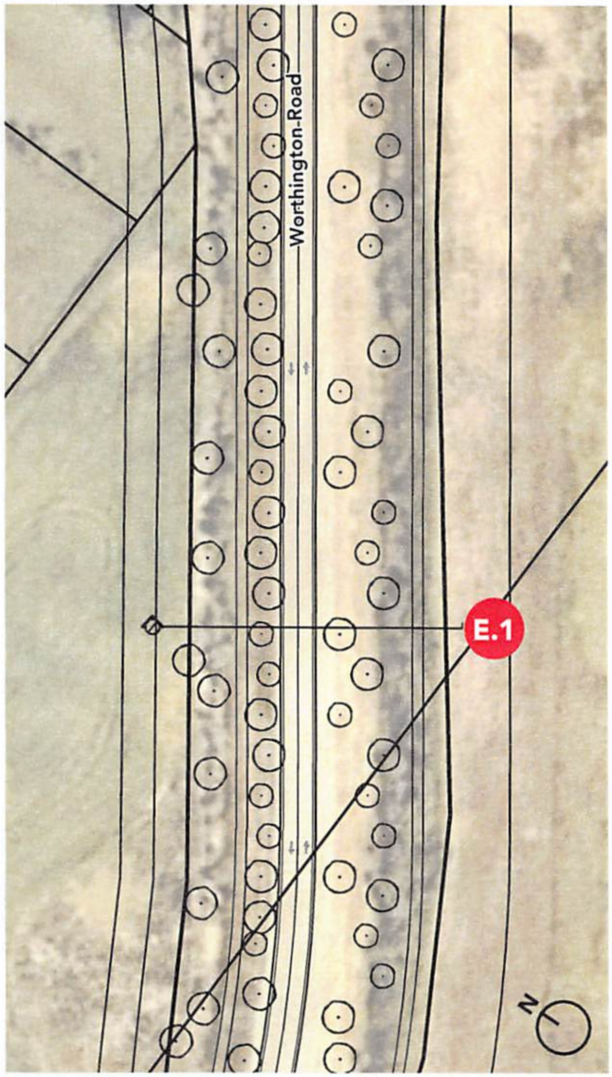
D.1 OPTION 1 - LANDSCAPE MEDIAN



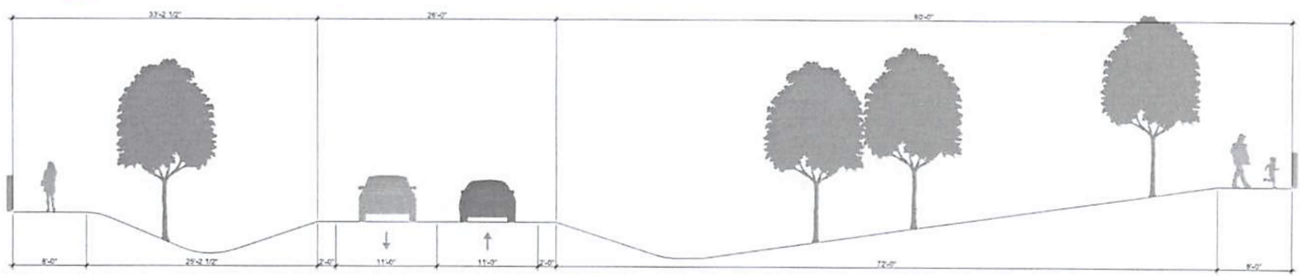
D.2 OPTION 2 - STRIPED MEDIAN



E. WORTHINGTON ROAD



E.1 **WORTHINGTON ROAD TWO-LANE TYPICAL SECTION**



NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-21-2026

AN ORDINANCE TO AMEND CHAPTER 1165.07 OF THE PLANNING AND ZONING CODE OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES AND A TECHNICAL AMENDMENT TO CHAPTERS 745.04, 1105.02, 1129.03, 1131.03, 1135.04, 1137.04, 1141.02, AND 1169.11 OF NEW ALBANY CODIFIED ORDINANCES TO CORRECT REFERENCES TO CHAPTER 1165.07 AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, the New Albany Community Development Department has recommended the amendment of Chapter 1165.07, the codified ordinance addressing home occupation standards of the City of New Albany; and

WHEREAS, the amendment seeks to modernize the home occupation ordinance to ensure that New Albany is not imposing overly burdensome home occupation regulations; and

WHEREAS, the council clerk's office is proposing technical amendments to Chapters 745.04, 1105.02, 1129.03, 1131.03, 1135.04, 1137.04, 1141.04, and 1169.11 to correct references to Chapter 1165.07 of New Albany's Codified Ordinances; and

WHEREAS, the Planning Commission has held a public hearing on the amendment and recommended approval of the proposed amendment to the codified ordinance at its meeting on May 18, 2026.

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 Chapters 1165.07, 745.04, 1105.02, 1129.03, 1131.03, 1135.04, 1137.04, 1141.02 and 1169.11 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 07 **day of** July **, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:	
Prepared:	05/05/2026
Introduced:	06/15/2026
Revised:	
Adopted:	07/07/2026
Effective:	08/06/2026

O-21-2026

EXHIBIT A

1165.07 HOME OCCUPATIONS.

Home occupations or professions shall be regulated as permitted, accessory, or conditional uses pursuant to Chapters 1129 through 1139. A home occupation shall comply with the following standards:

(a) The use shall be clearly incidental and secondary to residential use ~~of the~~ when located in the primary dwelling and not more than fifteen (15) percent of the primary dwelling unit floor area is devoted to the home occupation.

(b) The home occupation shall not generate greater traffic volume than is normal for a residential neighborhood.

(c) Not more than one person, other than immediate family residing at the premises, shall be employed in such occupation.

(d) External indication of such home occupation shall be limited to one non-illuminated sign, not more than two (2) square feet, attached flat against the structure.

(e) The sale of products, stock, or commodities shall be limited to those produced on the premises.

(f) Any need for parking generated by conduct of the home occupation shall meet off-street parking requirements of this Zoning Code, and shall not be located in any front yard.

(g) No equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to normal sense off the lot, if the occupation is conducted in a single-family residence; or outside the dwelling unit if conducted in other than a single-family residence.

~~(h) No home occupation shall be conducted from any accessory building on the lot.~~

~~In particular, a home occupation shall consist primarily of rendering specific personal services, such as those performed by a seamstress, member of the clergy, physician, dentist, lawyer, engineer, architect, accountant, artist, or private teacher.~~ The home occupation shall be performed by the occupants of the premises and shall include employment of not more than one non-resident of the premises.

745.04 AREAS WHERE SMOKING IS NOT REGULATED.

Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the prohibitions in Sections 745.02 and 745.03:

(a) Private residences used for that purpose or as home occupations as defined in 1105.02(~~x~~ bb) and 1165.0~~8~~7 of the Village Code, except if used as a licensed childcare, adult day care, or health care facility.

***unaffected language omitted to conserve space

1105.02 DEFINITIONS.

As used in this Zoning Ordinance, the following terms shall be defined as follows:

***unaffected language omitted to conserve space

(aa) "Gross density" means a unit of measurement of the number of dwelling units per acre of land divided by the total number of dwelling units within the particular project, development or subdivision excluding all dedicated public streets therein.

(bb) "Home occupations" means any occupation or profession conducted primarily by immediate resident family members, which is clearly incidental and secondary to the dwelling's residential use. A home occupation must meet the standards and requirements specified in Section 1165.0~~9~~7.

*** unaffected language omitted to conserve space

1129.03 PERMITTED USES.

(a) Agricultural uses, customary agricultural buildings and structures incidental to the carrying out of the principal agricultural activity, and/or no more than one single-family detached dwelling.

(b) Home occupations, subject to the requirements of Section 1165.0~~9~~7.

*** unaffected language omitted to conserve space

1131.03 ACCESSORY USES.

*** unaffected language omitted to conserve space

(f) Home occupations, subject to the regulations of Section 1165.0~~9~~7.

1135.04 CONDITIONAL USES.

(a) Single-family dwelling units, provided these dwellings meet the standards of the R-4 District.

(b) Home occupations, as regulated in Section 1165.0~~9~~7.

*** unaffected language omitted to conserve space

1137.04 CONDITIONAL USES.

(a) Single-family dwelling units, provided these dwellings meet the standards of the R-4 District.

(b) Home occupations, as regulated in Section 1165.0~~9~~7.

*** unaffected language omitted to conserve space

1141.02 PERMITTED USES.

(a) Any use or structure specified as permitted in the R-1 District.

(b) Two-family dwellings.

(c) Home occupations, as regulated in Section 1165.0~~9~~7.

1169.11 SPECIAL SIGNS.

*** unaffected language omitted to conserve space

(d) Home Occupation Signs. Home occupation signs as regulated by Section 1165.0~~9(d)~~7 shall be limited to one non-illuminated sign, not more than two (2) square feet, attached flat against the structure. Such sign shall contain no more than two (2) colors.

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-22-2026

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND TO AUTHORIZE TRANSFERS AND ADVANCES FROM THE GENERAL FUND

WHEREAS, in December 2025, the 2026 Annual Budget Program and the related permanent appropriations were adopted by council; and

WHEREAS, it is necessary to adjust the 2026 appropriations to ensure compliance with budgetary requirements and reflect proposed and actual spending; and

WHEREAS, it is necessary to transfer and advance funds from the General Fund excess balance to provide for additional costs related to planned projects; and

WHEREAS, City Council has previously adopted Resolution R-20-2026 requesting approval from the Auditor of State to establish the Cooperative Economic Development Fund pursuant to ORC 5705.12; and

WHEREAS, it is necessary to advance funds from the General Fund excess balance to fund preliminary and ongoing costs related to the implementation of the Jersey Township Cooperative Economic Development Agreement.

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

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

Fund	Department	Category	Increase/ (Decrease)
101 - General	Community Development	Operating & Contractual Services	$ 400,900
101 - General	Administrative Services	Operating & Contractual Services	25,000
101 - General	Public Service	Operating & Contractual Services	195,000
101 - General	Land & Building Maintenance	Operating & Contractual Services	558,000
101 - General	Strategic Initiatives	Operating & Contractual Services	68,125
101 - General	General Administration	Operating & Contractual Services	457,300
101 - General	Finance	Operating & Contractual Services	417,000
101 - General	N/A	Transfers & Other Financing Uses	3,939,635
216 - K9 Patrol	Police	Personal Services	7,000
220 - Cooperative Economic Development	Community Development	Operating & Contractual Services	300,000
229 - Builder's Escrow	Community Development	Operating & Contractual Services	1,000,000
250 - Blacklick TIF	N/A	Capital	1,051,850
254 - Oak Grove II TIF	N/A	Capital	4,358,285
281 - Healthy New Albany	Land & Building Maintenance	Operating & Contractual Services	175,000
401 - Capital Improvement	N/A	Capital	4,830,000
410 - Infrastructure Replacement	N/A	Operating & Contractual Services	4,000
415 - Capital Equipment Replacement	N/A	Capital	266,500
422 - Economic Development Capital	N/A	Capital	19,031,270
		Total Appropriation Amendments	$ 37,084,865

Section 2. City Council hereby authorizes Budget Transfers as follows:

Fund	Department	Category	Increase/ (Decrease)
101 - General	Police	Personal Services	$ (21,000)
101 - General	Police	Operating & Contractual Services	21,000
101 - General	Community Development	Personal Services	(17,000)
101 - General	Community Development	Operating & Contractual Services	17,000
101 - General	Administrative Services	Personal Services	(5,000)
101 - General	Administrative Services	Operating & Contractual Services	(16,600)
101 - General	General Administration	Operating & Contractual Services	21,600
101 - General	Public Service	Personal Services	(343,500)
101 - General	Public Service	Operating & Contractual Services	461,890
101 - General	Strategic Initiatives	Operating & Contractual Services	(143,390)
101 - General	Land & Building Maintenance	Operating & Contractual Services	25,000
		Net Change related to Transfers	$ -

Section 3. City Council hereby authorizes the transfer of funds from the General Fund to the K9 Patrol fund in an amount not to exceed $7,000.

Section 4. City Council hereby authorizes an advance of funds from the General Fund to the Oak Grove II Infrastructure fund in an amount not to exceed $3,632,635.

Section 5. City Council hereby authorizes an advance of funds from the General Fund to the Cooperative Economic Development fund in an amount not to exceed $300,000.

Section 6. 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 7. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 07 day of July, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin Albrecht
Law Director

Legislation dates:	
Prepared:	06/05/2026
Introduced:	06/16/2026
Revised:	06/26/2026
Adopted:	07/07/2026
Effective:	07/07/2026

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-26-2026

AN ORDINANCE TO ADOPT A TAX BUDGET FOR THE CITY OF NEW ALBANY, OHIO FOR FISCAL YEAR ENDING DECEMBER 31, 2027 AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is required under Ohio Revised Code (ORC) 5705.30 to prepare and submit a tax budget for fiscal year 2027 to the County Budget Commission on or before July 15, 2026; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the city, and for the further reason that this ordinance is proposed to be effective upon adoption to meet the required ORC deadline of July 15, 2026; and

WHEREAS, a tentative budget for the City of New Albany for the fiscal year 2027 has been presented to council at a hearing held thereon as required by law.

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

Section 1. The tax budget for the City of New Albany, Ohio for the fiscal year 2027 is hereby adopted, a copy of which is attached as Schedule A and is incorporated into this ordinance as if fully rewritten herein.

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

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

Section 4. Pursuant to Article VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect immediately upon adoption.

CERTIFIED AS ADOPTED this 07 **day of** July **, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/26/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

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

Schedule A - O-26-2026

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

To the Franklin County Auditor:

The following Budget year beginning January 1, 2027 has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Bethany Staats, CPA, Director of Finance
July 7, 2026

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

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND CATEGORY/TYPE (which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMIATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERMENTAL FUNDS					
General Fund	$ 2,222,923				
SPECIAL REVENUE FUNDS					
No Special Revenue Funds	$0				
PROPRIETARY FUNDS					
No Proprietary Funds	$0				
FIDUCIARY FUNDS					
No Fiduciary Funds	$0				
TOTAL ALL FUNDS	**$2,222,923**				

SCHEDULE A

CITY OF NEW ALBANY, OHIO **EXHIBIT I**

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

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2024 ACTUAL (2)	2025 ACTUAL (3)	CURRENT YEAR ESTIMATED 2026 (4)	NEXT YEAR ESTIMATED 2027 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	$ 2,009,889	$ 2,188,213	$ 2,222,923	$ 2,222,923
Tangible Personal PropertyTax	-	-	-	-
Municipal Income Tax	42,155,271	54,893,590	58,049,104	58,339,350
Other Local Taxes	535,885	674,330	750,482	757,987
Total Local Taxes	**$ 44,701,044**	**$ 57,756,133**	**$ 61,022,508**	**$ 61,320,259**
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	$ 132,192	$ 140,467	$ 144,064	$ 145,505
Kilowatt Hour Tax	-	-	-	-
Estate Tax	-	-	-	-
Cigarette Tax	186	186	373	377
Liquor and Beer Permits	18,004	21,621	27,989	28,269
Property Tax Allocation	192,377	197,754	193,052	194,982
Other State Shared Taxes and Permits	-	-	-	-
Total State Shared Taxes and Permits	**$ 342,759**	**$ 360,029**	**$ 365,478**	**$ 369,133**
Grants or Other Aid:				
Federal Grants or Aid	$ -	$ -	$ -	$ -
State Grants or Aid	-	4,880	4,880	4,929
Other Grants or Aid	60,845	60,012	56,628	57,194
Total Grants or Other Aid	**60,845**	**64,892**	**61,508**	**62,123**
Total Intergovernmental Revenues	**$ 403,604**	**$ 424,920**	**$ 426,986**	**$ 431,256**
Service Charges, Permits & Misc Revenues				
Investment Earnings	$ 3,483,637	$ 5,055,138	$ 3,120,345	$ 1,575,774
Charges for Services	372,010	556,937	417,824	422,002
Fines, Licenses, and Permits	1,369,034	2,447,459	2,205,663	2,227,720
Miscellaneous	2,628,654	5,511,291	2,569,767	2,595,464
Total Svc Charges, Permits & Misc Revenues	**$ 7,853,334**	**$ 13,570,825**	**$ 8,313,599**	**$ 6,820,961**
Other Financing Sources:				
Proceeds from Sale of Assets	$ 36,058	$ 18,406	$ 285,056	$ 18,406
Transfers	-	2,456,485	5,039,992	3,736,782
Advances	346,442	243,490	8,814,697	1,526,631
Other Sources	-	-	-	-
Total Other Financing Sources	**$ 382,500**	**$ 2,718,381**	**$ 14,139,745**	**$ 5,281,819**
TOTAL REVENUE	**$ 53,340,483**	**$ 74,470,260**	**$ 83,902,838**	**$ 73,854,293**

CITY OF NEW ALBANY, OHIO

EXHIBIT I

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

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2024 ACTUAL (2)	2025 ACTUAL (3)	CURRENT YEAR ESTIMATED 2026 (4)	NEXT YEAR ESTIMATED 2027 (5)
EXPENDITURES				
Police (1000)				
Salary & Related	$ 7,466,299	$ 8,287,288	$ 10,621,020	$ 11,045,861
Operating & Contractual Services	259,959	445,017	1,238,039	1,287,561
Capital Outlay	-	-	-	-
Total Police	**$ 7,726,258**	**$ 8,732,305**	**$ 11,859,059**	**$ 12,333,421**
Land & Building Maintenance (6000)				
Salary & Related	$ 836,527	$ 924,289	$ 1,012,287	$ 1,052,778
Operating & Contractual Services	1,849,580	2,108,119	3,920,550	4,077,372
Capital Outlay	-	-	-	-
Total Parks & Lands	**$ 2,686,106**	**$ 3,032,408**	**$ 4,932,837**	**$ 5,130,150**
Community Development (4000)				
Salary & Related	$ 2,885,700	$ 2,951,700	$ 4,120,561	$ 4,285,383
Operating & Contractual Services	1,551,450	2,952,501	3,624,050	3,769,012
Capital Outlay	-	-	-	-
Total Community Develoment	**$ 4,437,149**	**$ 5,904,201**	**$ 7,744,611**	**$ 8,054,395**
Public Service (5000)				
Salary & Related	$ 3,504,790	$ 4,179,893	$ 6,326,470	$ 6,579,529
Operating & Contractual Services	1,731,973	2,201,125	4,723,240	4,912,170
Capital Outlay	-	-	-	-
Total Public Service	**$ 5,236,763**	**$ 6,381,019**	**$ 11,049,710**	**$ 11,491,698**
General Government (7000)				
Salary & Related	$ 4,165,387	$ 5,010,963	$ 7,422,325	$ 7,719,218
Operating & Contractual Services	4,526,432	4,728,764	10,556,342	10,978,596
Capital Outlay	-	-	-	-
Total General Government	**$ 8,691,819**	**$ 9,739,728**	**$ 17,978,667**	**$ 18,697,814**
Debt Service from General Fund (8000)				
Redemption of Principal	$ -	$ -	$ -	$ -
Interest	-	-	-	-
Other Debt Service	-	-	-	-
Total Debt Service	**$ -**	**$ -**	**$ -**	**$ -**
Other Uses of Funds (9000)				
Transfers (to all funds; including Capital)	$ 9,406,783	$ 44,541,528	$ 21,059,756	$ 15,000,000
Advances			-	-
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	**$ 9,406,783**	**$ 44,541,528**	**$ 21,059,756**	**$ 15,000,000**
TOTAL EXPENDITURES	**$ 38,184,878**	**$ 78,331,188**	**$ 74,624,640**	**$ 70,707,479**
Revenues Over (Under) Expenditures	**$ 15,155,605**	**$ (3,860,928)**	**$ 9,278,198**	**$ 3,146,814**
Beginning Fund Balance	**$ 41,919,651**	**$ 57,075,256**	**$ 53,214,327**	**$ 62,492,525**
Ending Cash Fund Balance	**$ 57,075,256**	**$ 53,214,327**	**$ 62,492,525**	**$ 65,639,339**
Est/Actual Encumbrances (at end of year)	**$ 3,648,507**	**$ 4,005,730**	**$ 4,085,845**	**$ 4,167,561**
Est/Actual Unencumbered (at end of year)	**$ 53,426,749**	**$ 49,208,597**	**$ 58,406,681**	**$ 61,471,778**

CITY OF NEW ALBANY, OHIO **EXHIBIT II**

FUND NAME:
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

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

DESCRIPTION (1)	2024 ACTUAL (2)	2025 ACTUAL (3)	CURRENT YEAR ESTIMATED 2026 (4)	NEXT YEAR ESTIMATED 2027 (5)
REVENUES				
Local Taxes				
General Property Tax - TIF/PILOT	$ -	$ -	$ -	$ -
Property Tax Allocation	-	-	-	-
Total Local Taxes	$ -	$ -	$ -	$ -
Intergovernmental Revenues				
State Shared Taxes and Permits	$ -	$ -	$ -	$ -
Total Intergovernmental Revenues	$ -	$ -	$ -	$ -
Miscellaneous				
Investment Earnings	$ -	$ -	$ -	$ -
Other Financing Sources:				
Transfers	$ -	$ -	$ -	$ -
Advances	-	-	-	-
Other Sources	-	-	-	-
TOTAL REVENUE	$ -	$ -	$ -	$ -
EXPENDITURES				
General Government				
Auditor and Treasurer Fees	$ -	$ -	$ -	$ -
Operating & Contractual Services	-	-	-	-
Total General Government	$ -	$ -	$ -	$ -
Public Service				
Operating & Contractual Services	$ -	$ -	$ -	$ -
Capital Outlay	-	-	-	-
Total Public Service	$ -	$ -	$ -	$ -
Other Uses of Funds				
Transfers	$ -	$ -	$ -	$ -
Other Uses	-	-	-	-
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -
Revenues Over (Under) Expenditures	$ -	$ -	$ -	$ -
Beginning Fund Balance	$ -	$ -	$ -	$ -
Ending Fund Balance	$ -	$ -	$ -	$ -
Est/Actual Encumbrances (at end of year)	$ -	$ -	$ -	$ -
Est/Actual Unencumbered (at end of year)	$ -	$ -	$ -	$ -

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2027 TAX BUDGET
PROJECTED FUND BALANCES

EXHIBIT III

FUND CATEGORY/TYPE	ESTIMATED UNENCUMBERED BAL 1/1/27	ESTIMATED 2027 REVENUE	TOTAL AVAIL FOR EXPENDITURE	EST 2027 EXPENSES /ENC	ESTIMATED UNENC BAL 12/31/2027
GOVERNMENTAL:					
GENERAL					
101 - General	58,406,681	73,854,293	132,260,974	70,789,196	61,471,778
906 - Unclaimed Funds	4,989	-	4,989	-	4,989
TOTAL GENERAL FUNDS	**$ 58,411,670**	**$ 73,854,293**	**$ 132,265,963**	**$ 70,789,196**	**$ 61,476,767**
SPECIAL REVENUE:					
201 - Street Construction, Maint & Repair	378,194	700,400	1,078,594	659,650	418,944
202 - State Highway	426,222	73,130	499,352	40,000	459,352
203 - Permissive Tax	307,037	123,600	430,637	145,000	285,637
210 - Alcohol Education	19,654	1,030	20,684	1,030	19,654
211 - Drug Use Prevention	82,808	20,600	103,408	20,600	82,808
212 - Mandatory Drug Fines	570	515	1,085	-	1,085
213 - Law Enforcement & Ed	5,155	1,030	6,185	1,000	5,185
214 - OneOhio Opiod Settlement	62,709	25,750	88,459	6,000	82,459
216 - K9 Fund	11,189	22,725	33,914	22,725	11,189
217 - Safety Town	175,731	51,500	227,231	26,518	200,714
218 - DUI Grant	12,701	10,300	23,001	10,300	12,701
219 - Law Enforcement Assistance	9,820	2,060	11,880	1,200	10,680
221 - Economic Development NAECA	-	6,649,378	6,649,378	6,649,378	-
222 - Economic Development NACA	1,484,200	5,500,000	6,984,200	5,500,000	1,484,200
223 - Oak Grove EOZ	-	6,363,455	6,363,455	6,363,455	-
224 - Central College EOZ	-	2,080,905	2,080,905	2,080,905	-
225 - Oak Grove II EOZ	-	8,378,606	8,378,606	8,378,606	-
226 - Blacklick EOZ	-	5,855,675	5,855,675	5,855,675	-
228 - Subdivision Development	1,082,610	1,765,000	2,847,610	1,765,000	1,082,610
229 - Builders Escrow	1,283,000	721,000	2,004,000	600,000	1,404,000
230 - Wentworth Crossing TIF	1,029,428	439,810	1,469,238	322,740	1,146,498
231 - Hawksmoor TIF	324,176	232,780	556,956	211,661	345,295
232 - Enclave TIF	67,458	84,203	151,660	59,870	91,790
233 - Saunton TIF	150,959	190,550	341,509	194,160	147,349
234 - Richmond Square TIF	298,794	246,685	545,479	185,201	360,278
235 - Tidewater I TIF	222,667	475,860	698,527	511,150	187,377
236 - Ealy Crossing TIF	396,761	532,510	929,271	412,975	516,296
237 - Upper Clarenton TIF	1,505,782	698,340	2,204,122	573,390	1,630,732
238 - Balfour Green TIF	83,275	33,784	117,059	38,550	78,510
239 - Straits Farm TIF	218,800	473,800	692,600	166,000	526,600
240 - Oxford TIF	126,803	187,460	314,263	109,959	204,304
241 - Schleppi Residential TIF	-	473,800	473,800	473,800	-
250 - Blacklick TIF	2,441,388	3,553,500	5,994,888	2,576,551	3,418,337
251 - Blacklick II TIF	317,542	58,710	376,252	53,000	323,252
252 - Village Center TIF	513,354	1,499,165	2,012,519	1,186,450	826,069
253 - Research Tech District TIF	155,555	288,400	443,955	56,650	387,305
254 - Oak Grove II TIF	1,166,950	2,060,000	3,226,950	1,730,000	1,496,950
255 - Schleppi Commercial TIF	-	-	-	-	-
258 - Windsor TIF	4,151,171	4,063,350	8,214,521	1,689,323	6,525,198
259 - Village Center II TIF	-	566,500	566,500	451,662	114,838
271 - Local Coronavirus Relief		-	-	-	
272 - Local Fiscal Recovery	1,067,218	-	1,067,218	1,067,218	-
280 - Hotel Excise Tax	-	275,000	275,000	275,000	-
281 - Healthy New Albany Facilities	651,449	1,287,500	1,938,949	1,029,038	909,911
282 - Hinson Amphitheater	230,348	111,800	342,148	62,500	279,648
290 - Alcohol Indigent	12,016	1,030	13,046	1,030	12,016
291 - Mayors Court Computer	24,026	4,120	28,146	1,030	27,116
292 - Court Special Projects	38,316	8,240	46,556	1,030	45,526
293 - Clerk's Court Computer	23,592	5,150	28,742	1,030	27,712
299 - Severance Liability Fund	2,098,104	200,000	2,298,104	200,000	2,098,104
TOTAL SPECIAL REVENUE FUNDS	**$ 22,657,532**	**$ 56,398,706**	**$ 79,056,239**	**$ 51,768,010**	**$ 27,288,229**
DEBT SERVICE FUNDS:					
301 - Debt Service	929,378	10,366,177	11,295,555	10,366,177	929,378
TOTAL DEBT SERVICE	**$ 929,378**	**$ 10,366,177**	**$ 11,295,555**	**$ 10,366,177**	**$ 929,378**
CAPITAL PROJECT FUNDS:					
401 - Capital Improvements	8,939,817	10,252,681	19,192,498	19,192,498	-
402 - Village Center Improvements	4,274,222	1,125,898	5,400,120	5,400,120	-
403 - Bond Improvements	330,108	-	330,108	330,108	-
404 - Park Improvements	4,644,382	3,344,277	7,988,659	7,988,659	-
405 - Water & Sanitary Improvements	2,284,189	1,390,500	3,674,689	3,674,689	-
410 - Infrastructure Replacement	13,721,576	1,015,000	14,736,576	14,736,576	-
411 - Leisure Trail Improvements	843,292	20,600	863,892	863,892	-
415 - Capital Equip Replacement	6,239,118	1,750,414	7,989,533	7,989,533	-
422 - Oak Grove II Infrastructure	3,067,589	5,887,457	8,955,046	8,955,046	-
422 - Economic Development Capital Improvement	6,682,459	17,981,481	24,663,940	24,663,940	-
TOTAL CAPITAL PROJECT FUNDS	**$ 51,026,754**	**$ 42,768,308**	**$ 93,795,062**	**$ 93,795,062**	**$ -**
TOTAL (MEMORANDUM ONLY)	**$ 133,025,334**	**$ 183,387,485**	**$ 316,412,819**	**$ 226,718,445**	**$ 89,694,374**

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2027 TAX BUDGET
STATEMENT OF AMOUNTS REQUIRED FOR PAYMENT OF FINAL JUDGEMENTS

EXHIBIT IV

Description of Judgement	Amount of Judgement	Fund Paying Judgement
NONE	NONE	NONE
TOTAL	**$0**	

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

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2027 TAX BUDGET
SCHEDULE OF OUTSTANDING DEBT

EXHIBIT V

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 mill Limit *	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding beginning of year 01/01/27	BUDGET YEAR		FY 2027
								Amount Required for Principal and Interest 1/1/27 to 12/31/27	Amt Receivable from Outside Sources to Meet Debt Payments	Amount Required for Principal and Interest 1/1/27 to 12/31/27
Payable from Debt Service:										
INSIDE 10 MILL LIMIT:										
2022 Refunding - 2012 Various Purpose Refunding Ltd Tax GO Bonds	NA	5/25/2022	12/1/2029	O-14-2022	Serial	2.68%	$1,645,000	$579,086	$0	$579,086
Capital Facilities Bonds, Series 2018	NA	7/11/2018	12/1/2037	O-08-2018	Serial	1.52% - 3.24%	$10,910,000	$1,295,250	$0	$1,295,250
Capital Facilities Refunding Bonds, Series 2016 (Federally Taxable)	NA	11/23/2016	12/1/2027	O-35-2016	Serial	2.39% - 2.50%	$680,000	$696,252	$0	$696,252
Capital Facilities Ltd. Tax GO Bonds, Series 2014	NA	12/1/2014	12/1/2030	O-13-2014	Serial	0.85% - 4.00%	$2,890,000	$884,038	$0	$884,038
TOTAL							**$16,125,000**	**$3,454,626**	**$0**	**$3,454,626**
OUTSIDE 10 MILL LIMIT:										
None	-	-	-	-	-	-	$0	$0	$0	$0
TOTAL							**$0**	**$0**	**$0**	**$0**

* If the Levy is outside the10 mill limit by vote enter the words "by vote" and the date of the election. If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

CITY OF NEW ALBANY, OHIO

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Franklin County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of New Albany for the BUDGET YEAR beginning January 1st, 2027.

FUND	Estimated Unenc Bal as of 1/1/2026	Real Estate Property Tax	Personal Property Tax	Local Government Funds	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUNDS	$ 133,025,334	$ 2,222,923	$ -	$ 145,505	$ 194,982	$ 180,824,075	$ 316,412,819
General Fund	58,406,681	2,222,923	-	145,505	194,982	71,290,884	132,260,974
Unclaimed Funds	4,989	-	-	-	-	-	4,989
Special Revenue Funds	22,657,532	-	-	-	-	56,398,706	79,056,239
Debt Service Funds	929,378	-	-	-	-	10,366,177	11,295,555
Capital Project Funds	51,026,754	-	-	-	-	42,768,308	93,795,062
PROPRIETARY FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Enterprise Funds	-	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trust and Agency Funds	-	-	-	-	-	-	-
TOTAL ALL FUNDS	$ 133,025,334	$ 2,222,923	$ -	$ 145,505	$ 194,982	$ 180,824,075	$ 316,412,819

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

DATE ____________________, 2026

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______________________________ Budget Commission

____

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-21-2026

A RESOLUTION TO AMEND THE OAK GROVE II COMMUNITY REINVESTMENT AREA TO ADD APPROXIMATELY 9.6 +/- ACRES TO THAT AREA, CONFIRMING THE DESIGNATION OF A HOUSING OFFICER AND THE CREATION OF A COMMUNITY REINVESTMENT AREA HOUSING COUNCIL AND TAX INCENTIVE REVIEW COUNCILS, AND TO EXPAND THE OAK GROVE II ECONOMIC OPPORTUNITY ZONE TO ADD THAT AREA

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

WHEREAS, Council, by its Resolution No. R-17-2009 adopted March 3, 2009, designated the Oak Grove II Community Reinvestment Area (the "Original Oak Grove II Area"), and by each of its Resolutions No. R-41-2010 adopted July 6, 2010, R-72-2010 adopted November 16, 2010, R-53-2012 adopted October 2, 2012, R-26-2013 adopted August 6, 2013, R-72-2014 adopted September 16, 2014, R-49-2015 adopted November 17, 2015, R-45-16 adopted November 1, 2016, R-02-2017 adopted February 7, 2017, R-17-2018 adopted July 17, 2018, R-41-2018 adopted November 6, 2018, R-50-2018 adopted December 10, 2018, R-05-2019 adopted February 19, 2019, R-37-2019 adopted on August 6, 2019, R-15-2021 adopted on April 6, 2021, R-46-2021 adopted September 21, 2021, R-09-2022 adopted on February 1, 2022, R-18-2022 adopted on May 3, 2022, R-38-2022 adopted on November 15, 2022, R-21-2023 adopted on April 18, 2023, R-46-2023 adopted November 7, 2023 , R-25-2025 adopted July 15, 2025, R-03-2026 adopted on February 3, 2026, and R-16-2026 adopted on May 19, 2026 expanded that Original Oak Grove II Area (as expanded to date, the "Current Oak Grove II Area"), which enabled the City to offer in that Current Oak Grove II Area real property tax exemptions on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code ("R.C.") Section 3735.67; and

WHEREAS, the City desires to promote commercial and industrial development in an additional area contiguous to the Current Oak Grove II Area, which contiguous area includes approximately 9.6+/- acres and which is depicted on Exhibit A attached hereto (the "Oak Grove II Expansion Area"); and

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

WHEREAS, that Survey shows the facts and conditions relating to existing housing and commercial structures and undeveloped land in the Oak Grove II Expansion Area, including, among other things, evidence of deterioration and lack of new construction, or repair or rehabilitation of structures in that Oak Grove II Expansion Area; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Effective Date. Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 07 **day of** July**, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/24/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

Exhibit A – R-21-2026

PARCEL MAP

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

NEW ALBANY

COMMUNITY CONNECTS US

RESOLUTION R-22-2026

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH LPC COMMERCIAL INVESTMENTS LLC, AND MAKING RELATED AUTHORIZATIONS

WHEREAS, the Council for the City of New Albany, Ohio (the "City") by its Resolution No. R-17-09 adopted March 3, 2009 (the "Original CRA Legislation"), created the Oak Grove II Community Reinvestment Area (the "Original Area"), and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-2012 adopted October 2, 2012, No. R-26-2013 adopted August 6, 2013, No. R-72-2014 adopted September 16, 2014, and R-49-2015 adopted November 17, 2015, No. R-45-2016 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-18 adopted July 17, 2018, No. R-41-18 adopted November 6, 2018, No. R-05-2019 adopted February 19, 2019, No. R-37-2019 adopted August 6, 2019, No. R-15-2021 adopted April 6, 2021, No. R-46-21 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, No. R-38-2022 adopted November 15, 2022, No. R-21-2023 adopted April 18, 2023, No. R-46-2023 adopted November 7, 2023, R-25-2025 adopted on July 15, 2025, R-03-2026 adopted on February 3, 2026, and R-16-2026 adopted on May 19, 2026 (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include the area known as the "Johnstown Monroe Area", "Johnstown Monroe Annex", "Licking Heights Annex", "Cobbs Road Annex", "Harrison Road Area", "Innovation Campus Area" "Innovation Campus Way Extension" "Beech Road South", "Babbitt Road", "Central College Road Area", "Jug Street North", "Jug Street South", "Innovation District East", "Innovation District East Expansion", "Mink Street and Green Chapel Road Expansion", "Beech Rd. & US 62 District" and "Northeast Business Park District", "Jug and Harrison", "Smart Farm", "US 62 Business District", and "Clover Valley East" respectively, and certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Oak Grove II Community Reinvestment Area; and

WHEREAS, the Directors of the Department of Development of the State of Ohio and the Ohio Development Services Agency (successor and predecessor to one another) have determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

WHEREAS, LPC Commercial Investments LLC (the "Company") has submitted to the City the application attached to the Community Reinvestment Area Agreement (the "CRA Agreement") referred to in Section 1 of this Resolution (the "Agreement Application"); and

WHEREAS, the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City; and

WHEREAS, the City, having appropriate authority, desires to provide certain property tax incentives to encourage the development of the Project (as defined in the CRA Agreement); and

WHEREAS, the Boards of Education of both the Licking Heights Local School District and the Licking County Joint Vocational School District (also known as "Career and Technology Education Centers of Licking County" or "C-TEC") have each waived their rights to receive notice under Section 5709.83 of the Revised Code in accordance with their respective compensation agreements entered into with the city of New Albany; and

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

Section 1. **Community Reinvestment Area Agreement.** The CRA Agreement for the Project, by and between the City and the Company, in the form presently on file with the Clerk of the Council which provides for a 100% CRA exemption up to 15-years for the proposed Project is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City which shall be approved by the city manager. The city manager, for and in the name of this City, is hereby authorized to execute that CRA Agreement and approve the character of any changes or amendments thereto as not inconsistent with this Resolution and not substantially adverse to this City that are approved by the city manager, which approval shall be conclusively evidenced by the city manager's execution of that CRA Agreement.

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

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

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

CERTIFIED AS ADOPTED this 07 day of July, 2026.

Sloan T. Spalding
Mayor

Attest:

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/24/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-23-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT FOR OFFICE SPACE AT 7815 WALTON PARKWAY

WHEREAS, city council approved R-43-2024 authorizing the city manager to execute a lease to occupy 16,468+/- square feet of space at 7815 Walton Parkway; and

WHEREAS, in order to maintain a high level of customer service and provide office space for an expanding city workforce, the city wishes to expand into empty space immediately adjacent to current city offices; and

WHEREAS, the city currently occupies most of the first floor of 7815 Walton Parkway and has engaged the firm WSA to provide architectural services related to the expanded offices; and

WHEREAS, the city has negotiated an amended lease with the landlord.

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

Section 1. The city manager is hereby authorized and directed to execute a second amendment to the lease agreement to occupy additional office space at 7815 Walton Parkway 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 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 07 **day of** July**, 2026.**

Attest:

~~Kasey Kist~~ Sharon Spalding
~~President Pro Tem~~ Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/29/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

EXHIBIT A – R-23-2026

SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

This SECOND AMENDMENT TO OFFICE LEASE AGREEMENT ("Amendment") is made effective as of June _____, 2026 (the "Effective Date"), by and between **WATERS EDGE III LLC**, an Ohio limited liability company ("Landlord"), and **CITY OF NEW ALBANY**, an Ohio municipal corporation ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Office Lease Agreement dated November 7, 2024 (the "Original Lease"), as amended by that certain First Amendment to Office Lease Agreement dated July 29, 2025 (the "First Amendment"; and together with the Original Lease, the "Lease") for the lease by Landlord to Tenant of 16,468 leasable square feet on the first floor of a two-story office building constructed upon the real property having a mailing address of 7815 Walton Parkway, New Albany, Ohio; and

WHEREAS, Landlord and Tenant desire to amend the Lease to (i) increase the Leased Premises to include an additional 1,248 rentable square feet in the location generally depicted on Exhibit A, attached hereto and by this reference made a part hereof ("Expansion Premises"), (b) adjust the Base Rent and Tenant's Prorata Share to account for the increase in the Leased Premises rentable square footage to 17,716 rentable square feet, (c) provide Tenant with an Allowance (defined below) in connection with the Tenant's leasehold improvements to be constructed within the Expansion Premises; and, (d) otherwise amend other provisions of the Lease all as more specifically set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Landlord and Tenant hereby agree as follows:

1. Leased Premises Rentable Square Footage. §1 of the Lease is hereby amended to reflect that as of July 1, 2026, the Leased Premises shall contain 17,716 rentable square feet located on the first floor of the Building (16,468 rentable square feet currently being leased by Tenant and the 1,248 rentable square foot Expansion Premises), as depicted on Exhibit B, attached hereto and by this reference made a part hereof. Exhibit B attached to the Lease is hereby deleted in its entirety and Exhibit B attached hereto is inserted in lieu thereof.

2. Base Rent. Prior to July 1, 2026, the Base Rent shall remain as set forth in §3 of the Lease. From and after July 1, 2026, and for the balance of the initial Term, Tenant shall pay to Landlord, Base Rent in the following amounts:

	Annual Base Rent	**Annual Base Rent/ Square Foot ***	**Monthly Base Rent**
July 1, 2026 – July 31, 2026		$14.75/sf	$21,775.92
August 1, 2026 – July 31, 2027	$266,625.80	$15.05/sf	$22,218.82
August 1, 2027 – July 31, 2028	$271,940.60	$15.35/sf	$22,661.72
August 1, 2028 – July 31, 2029	$277,432.56	$15.66/sf	$23,119.38

	Annual Base Rent	Annual Base Rent/ Square Foot *	Monthly Base Rent
August 1, 2029 – July 31, 2030	$282,924.52	$15.97/sf	$23,577.04
August 1, 2030 – July 31, 2031	$288,593.64	$16.29/sf	$24,049.47
August 1, 2031 – July 31, 2032	$294,439.92	$16.62/sf	$24,536.66

[*Calculated on a per annum basis.]

3. Tenant's Pro Rata Share. From and after July 1, 2026, §4(a) of the Lease is hereby amended by deleting the definition of Tenant's Pro Rata Share as set forth in subparagraph (i) thereof, and inserting the following in lieu thereof:

"(i) "Tenant's Pro Rata Share" shall be a percentage determined by dividing the rentable square footage of the Leased Premises by the total rentable square footage of the Building, which percentage Landlord and Tenant agree to be 40.86% (i.e. 17,716sf ÷ 43,362sf)"

4. Allowance. Within ten (10) business days following the Effective Date, Landlord shall pay to Tenant an allowance in an amount equal to Five Thousand and No/100 Dollars ($5,000.00) (the "Allowance"), which may be used by Tenant for hard costs and expenses and architectural and engineering fees incurred in connection with Tenant's alterations to the Expansion Premises, and the costs of the acquisition and installation of furniture, fixtures, or equipment to be used within the Expansion Premises.

5. Brokers. Tenant and Landlord each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with this Lease other than such commissions payable to The Daimler Group, Inc., who has been serving as the broker for Landlord (hereinafter, "Landlord's Broker").

6. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed them in the Lease.

7. Governing Law. This Amendment shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio.

8. Binding Effect. This Amendment shall constitute the entire agreement and understanding of the parties with respect to the subject matter herein, shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.

9. Counterparts. This Amendment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Amendment.

10. Remaining Terms. All other provisions of the Lease not inconsistent with the modifications set forth herein shall remain unchanged and are incorporated herein by this reference.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

WATERS EDGE III LLC

By______________________________
Robert C. White
President

STATE OF OHIO)
) ss.
FRANKLIN COUNTY)

The foregoing instrument was acknowledged before me this June ______, 2026, by Robert C. White, the President of Water's Edge III LLC, an Ohio limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to this notarial act.

____
Notary Public

TENANT:

CITY OF NEW ALBANY

By______________________________
Name____________________________
Title_____________________________

STATE OF OHIO)
) ss.
FRANKLIN COUNTY)

The foregoing instrument was acknowledged before me this June _____, 2026, by _________________________, the _______________________of City of New Albany, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer with regard to this notarial act.

____
Notary Public

EXHIBIT A

EXPANSION PREMISES

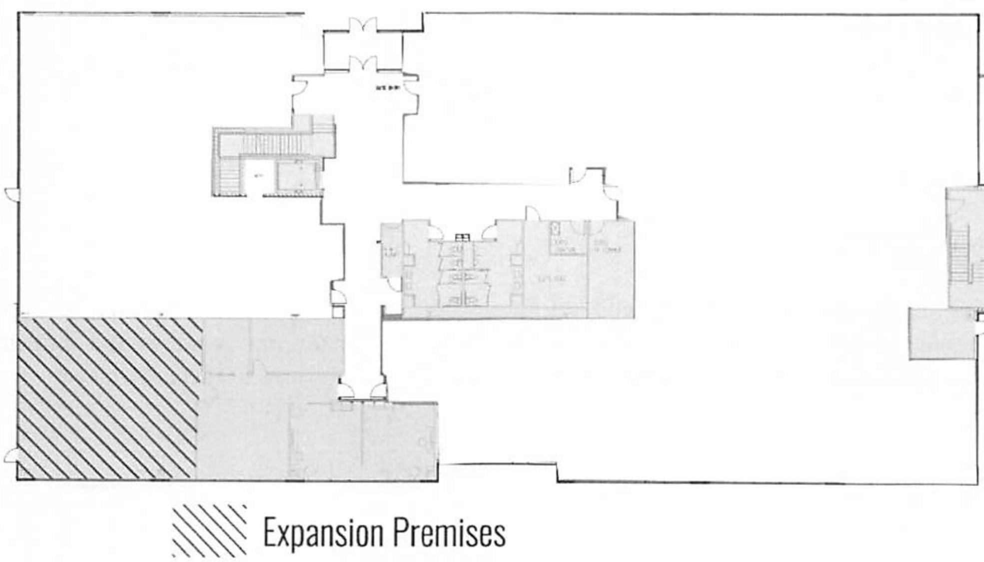
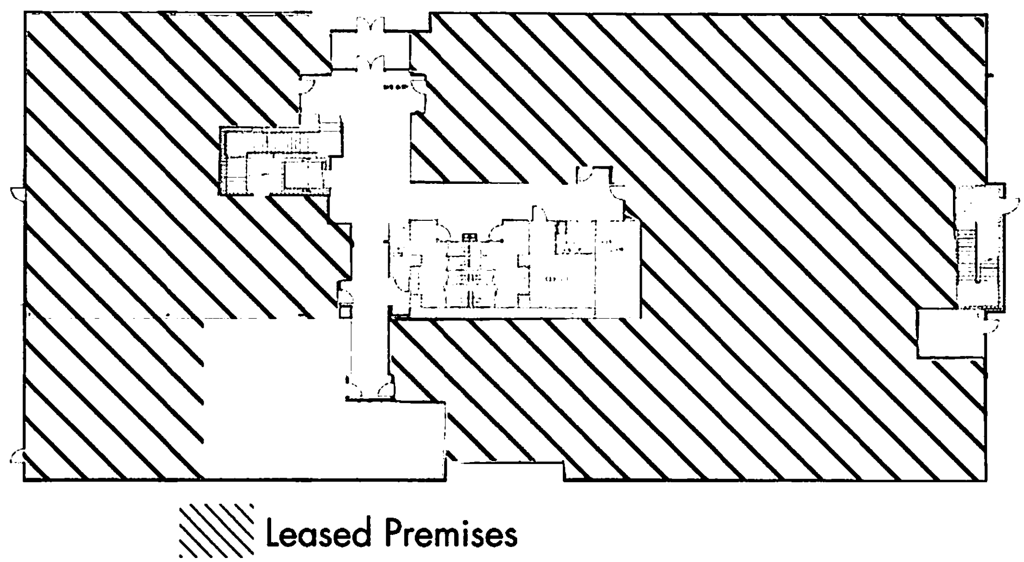


EXHIBIT B

LEASED PREMISES



NEW
ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-24-2026

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

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

WHEREAS, due to its need to fund expanded operations and provide infrastructure to service rapid growth in the community as demonstrated by the 2027 Tax Budget, the City of New Albany is in need of additional revenue.

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

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

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

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

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

CERTIFIED AS ADOPTED this 07 day of July, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/26/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

NEW ALBANY

COMMUNITY CONNECTS US

RESOLUTION R-25-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT IN ORDER TO FACILITATE THE REDEVELOPMENT OF THE FORMER DISCOVER SITE FOR SCHOOL DISTRICT AND MUNICIPAL PURPOSES

WHEREAS, the City of New Albany owns 49.424 +/- acres of land located at 6500 New Albany Road East, described by the Franklin County Auditor as parcel number 222-002194-00, and commonly referred to as the "Discover Site;" and

WHEREAS, the city acquired the property to preserve opportunities for future public, educational, recreational, and community uses and to support the long-term needs of the community; and

WHEREAS, the New Albany-Plain Local School District lacks the necessary land to accommodate future community growth and maintain a centralized Learning Community Campus model; and

WHEREAS, the New Albany-Plain Local School District desires to utilize the property for the development and operation of athletic facilities serving students and residents of the community; and

WHEREAS, the city desires to utilize the property for the development of park space that will complement the school district's uses.

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

Section 1. The city manager is hereby authorized to enter into a lease agreement with the New Albany-Plain Local School District to facilitate the construction and operation of an athletic campus on Parcel # 222-002194-00 located at 6500 New Albany Road East.

Section 2. Said lease shall be in a form substantially similar to that which is attached hereto and identified as <u>Exhibit A</u>.

Section 3. The law director and city manager are hereby authorized to make minor modifications to this agreement which are not adverse to the city's interests.

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

CERTIFIED AS ADOPTED this 07 **day of** July, **2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	06/29/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/07/2026
Effective:	07/07/2026

DRAFT 6.24.26 (NAPLSD Edits)

Exhibit A – R-25-2026

GROUND LEASE

LANDLORD:

City of New Albany
P.O. Box 188
99 W. Main Street
New Albany, OH 43054

TENANT:

New Albany-Plain Local Schools
55 N. High Street
New Albany, OH 43054

PREMISES:

"Discover Site"

TABLE OF CONTENTS

DRAFT 6.24.26 (NAPLSD Edits)

GROUND LEASE

THIS GROUND LEASE (this "Lease"), made this ____ day of June, 2026, (the Commencement Date") by and between the City of New Albany, Ohio, an Ohio municipal corporation (hereinafter referred to as "Landlord" or "City"), with offices at 99 W. Main Street, New Albany, Ohio 43054, and the Board of Education of the New Albany-Plain Local School District, an Ohio public school district and political subdivision of the State of Ohio (hereinafter referred to as "Tenant" or "NAPLS"), with offices at 55 N. High Street, New Albany, Ohio 43054. Tenant is authorized to execute this Lease pursuant to Resolution No. ___ adopted by the NAPLS Board of Education on July ___, 2026, and Landlord is authorized to execute this Lease pursuant to Resolution No. ____ adopted by the City Council. Landlord and Tenant may each be referred to individually or collectively as a "Party" or the "Parties".

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately 49.424 +/- acres, commonly referred to as the "Discover Site" situated in the City of New Albany, County of Franklin, State of Ohio, which real property is more particularly described by the Franklin County Auditor as parcel number 222-002194-00 and generally depicted and described on Exhibit "A", attached hereto and made a part hereof. Said real property shall hereinafter be referred to as the "Premises"; and

WHEREAS, Tenant desires to lease the Premises and to design and construct on the Premises athletic fields and facilities and reasonably related improvements for use by the NAPLS, its students and the community in a manner consistent with the terms of this Lease, established rules and guidelines and relevant provisions of the Ohio Revised Code, or other applicable law (the "NAPLS Improvements); and

WHEREAS, Landlord intends to construct, or have constructed by NAPLS, additional improvements upon the Premises for public park space and/or public use (the "City Improvements") in a manner consistent with a separate agreement of the Parties (the "Cooperative Agreement").

NOW, THEREFORE, in consideration of ten and 00/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and as follows:

SECTION 1. PREMISES

Landlord, in consideration of the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord the Premises.

SECTION 2. TERM

The initial term of this Lease shall be for a period of fifty (50) years commencing as of the Commencement Date and expiring ____________, 2076.

SECTION 3. RENEWAL OPTIONS

Provided Tenant has not substantially defaulted on any of the terms, provisions, or conditions to be performed by it under this Lease, and unless Tenant provides Landlord with notice of non-renewal at least thirty-six (36) months prior to the expiration of the initial term, the term of this Lease may be renewed by Tenant for a period not to exceed fifty (50) years upon the same covenants and agreements as set forth herein, unless otherwise modified in writing signed by the Parties (the "First Renewal"). Subsequent to the First Renewal, this Lease may only be renewed upon the mutual agreement of the Parties.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS

(a) Cooperative Agreement. The Parties shall work in good faith with one another to enter into the Cooperative Agreement in an attempt to outline the Parties' obligations with respect to the construction of the Premises, including construction of the City Improvements by Tenant. Similarly, upon completion of construction of the NAPLS Improvements or City Improvements (collectively, "the Improvements"), or in conjunction with the construction of the Improvements, the Parties shall work in good faith with one another to outline an agreement regarding the routine maintenance of the Premises. Any such Cooperative Agreement shall be executed in recognition of and consistent with any legal obligations and/or limitations. Where no Cooperative Agreement is reached, each Party shall be solely responsible for the construction and maintenance of their respective Improvements. The Parties recognize that from time to time it will be necessary to meet and discuss necessary modifications to the Cooperative Agreement.

(b) Master Site Plan. Attached as Exhibit B is a Master Site Plan (the "Plan") outlining the design guidelines and development standards to be utilized by Landlord and Tenant in developing and constructing the Improvements on the Premises and setting forth the planned Improvements of both Parties. The Premises shall be developed in a manner consistent with the Plan, unless otherwise agreed.

The cost of any future Improvements to the Premises (the "Future Improvement(s)") that are not set forth in the Plan shall be borne by the Party making the Future Improvement(s). However, any such Future Improvement(s) shall be in the same style, or substantially similar style, to the design guidelines and development standards set forth in the Plan agreed upon at the time of initial construction and development of the Premises, or any subsequent agreement. Prior to constructing any Future Improvement(s), the Tenant shall meet to discuss the Future Improvement(s) to confirm compliance with the design guidelines set forth in the Plan. In the event the Parties are unable to reach an agreement regarding the compliance of any Future Improvement(s) to the design guidelines in the Plan, the Superintendent and City Manager shall meet in an effort to resolve the dispute. In the event the Parties are unable to resolve any dispute regarding a Future Improvement(s), the Future Improvement(s) shall not be constructed.

Either Party shall be permitted to repair or replace all, or portions, of their Improvements, so long as the repair or replacement is of the same, or substantially similar, style/type to the original Improvement. The Parties expressly recognize that the repair and/or replacement item may be subject to availability of materials. Further, the Parties recognize that unless otherwise agreed in writing, each are responsible for the cost of any repair, or replacement, of their Improvement.

Landlord shall be permitted to construct Future Improvement(s) in the areas, generally, designated in the Plan that are, generally, designated as Landlord "park space." However, Landlord shall provide notice to Tenant of its plans to construct a Future Improvement to confirm that it is not interfering with Tenant's use of the Premises for its operations.

Following delivery of the Premises to Tenant, Tenant shall begin to seek approval therefor and shall diligently and reasonably pursue constructing and completing the NAPLS_Improvements consistent with the Plan, subject to Tenant's ability to finance the NAPLS Improvements. Tenant shall supply such monies and perform such duties as may be necessary to complete the construction of the NAPLS Improvements pursuant to and in accordance with the approved Plan and/or otherwise agreed to by the Parties. It is recognized, though, that the ability to finance some, or all, of the NAPLS Improvements outlined in the Plan are subject to the appropriation and availability of funds to Tenant and/or its ability to raise such funds. Therefore, Tenant may construct its NAPLS Improvements in phases, subject to the availability of funds. So long as the construction of the NAPLS Improvements are consistent with the Plan, Tenant may begin construction upon the receipt, or availability, of funding.

Until such time that Tenant is able to secure the necessary funds to construct any NAPLS Improvement outlined in the Plan, Landlord shall be permitted to use the Premises. However, upon notification from Tenant of the availability of funds and its desire to construct the NAPLS Improvements pursuant to the Plan, Landlord shall discontinue its use of the relevant portion of the Premises. In the event Tenant has not commenced with the development of any Future Improvement(s), or phased developments, on the Premises within five (5) years of the Effective Date of this Lease, the City shall be permitted to construct its Improvement(s) on the relevant portion of the Premises. However, Tenant can request an extension of the 5-year period by which it must begin construction from Landlord, which shall not be unreasonably denied. During the extension period, Landlord shall be permitted to use the Premises until such time that Tenant timely commences any Future Improvements.

(c) Construction Process. Tenant shall construct the NAPLS Improvements, and any alterations thereto, in a good and workmanlike manner, in full compliance with all construction, use, building, zoning, health, environmental, and other similar applicable requirements of any governmental entity having jurisdiction. Tenant will promptly provide to Landlord (a) building permits, as they become available and necessary, (b) zoning certificates from applicable governmental authorities, (c) monthly progress reports of Tenant's construction (which progress reports may be in the form of progress reports submitted by the Tenant's Construction Manager-at-Risk or Professional Design Firm), and (d) related improvements upon completion of construction of same. Landlord and Tenant shall work collaboratively during the construction process in an effort to develop and construct their respective Improvements contemporaneously, to the extent practicable, so that completion of the Improvements, if possible, are on a consistent timeline.

(d) Construction Manager and Architect. Landlord consents to (i) Ruscilli Construction Co., LLC as the Tenant's "Construction Manager-at-Risk" for the NAPLS Improvements pursuant to the "Construction Management Agreement" dated December 2, 2024 between the Tenant and Construction Manager-at-Risk (AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price); and (ii) Schorr Architects, Inc. as the Tenant's "Professional Design Firm" for the NAPLS Improvements pursuant to the architectural agreement between Tenant and Professional Design Firm dated November 18, 2024 (AIA Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition).

(e) Liens/Attested Account Claims. The process set forth in Ohio Revised Code 1311.25 et seq. shall govern liens and attested account claims of subcontractors, suppliers and laborers with respect to the Improvements.

(f) Insurance. In addition to the other insurance requirements of this Lease, during the construction of the Improvements, Tenant shall obtain and maintain or require its Construction Manager-at-Risk to obtain and maintain (a) property insurance written on a builder's risk "all-risk" or equivalent policy form as more particularly set forth in the Construction Management Agreement naming the Landlord as an additional insured, and (b) workers' compensation insurance as required by the laws of the State of Ohio, and Tenant shall provide Landlord with certificates evidencing all of the above.

(g) Future Grants. Landlord, as does Tenant, hereby reserves the right to apply for future grants from federal, state, and local governmental agencies or other organizations and/or the terms and conditions of future donations from organizations or individuals (collectively, "Grant Conditions") for the design and construction of future Improvements on the Premises provided that such Grant Conditions do not conflict with the requirements of this Lease and the Plan. Landlord and Tenant shall maintain, repair, and replace such future Improvements in accordance with the Grant Conditions and Section 13 of this Lease. Nothing contained herein shall be construed as obligating Landlord to accept such a grant or donation or to make any such improvement or alteration. Notwithstanding the foregoing, no grant or other donation shall be applied for or implemented by Tenant without Landlord's prior written consent.

(h) Naming Rights/Sponsorship. Tenant, if it so desires, shall retain the right to enter into Naming Rights Agreement(s) or Sponsorship/Advertisement Agreements ("Naming Rights Agreement") with third party sponsors ("Sponsors") for any/all of its athletic facilities, or other Improvements, constructed for its use on the Premises. However, Tenant shall be required to provide Landlord notice of its desire to enter into any Naming Rights Agreement. Any Naming Rights Agreement shall be consistent with any then-applicable policy of Tenant and/or its legal obligations. In the event any requested Naming Rights Agreement is contrary to an applicable Landlord policy, or applicable legal provision, the Parties shall meet to discuss a resolution in good faith.

Further, any signage, logos, branding, advertising and/or lighting associated with any Naming Rights Agreement shall be subject to the prior review and approval of Landlord, including the approval of appropriate boards and/or commissions, as may be required. Any signage, logos, branding, advertising and/or lighting associated with any Naming Rights Agreement shall be at the sole cost and expense of Tenant and must be kept in good repair and maintenance. Tenant shall be responsible for the repair and maintenance associated with a Naming Rights Agreement, including routine and preventative repair or maintenance, associated with any signage, logos, branding, advertising and/or lighting associated with a Naming Rights Agreement, unless otherwise agreed in the Cooperative Agreement.

In any Naming Rights Agreement, Tenant shall require that Sponsor(s) indemnify and hold harmless Landlord, its employees, elected official and/or agents pursuant to the "Indemnification Clause" attached hereto as Exhibit C.

SECTION 5. USE AND OCCUPANCY

(a) During the term of this Lease, the Premises shall be used by Tenant in accordance with the terms of this Lease and in a manner consistent with the operation of a public school district, which may include making the Premises available for use or rental by third parties such as private persons, groups or organizations as may be permitted or mandated under State or Federal law and Board of Education policy for the use of School District property. Uses of the Premises by Tenant in a manner that is inconsistent with this Lease and the operation of a public school district shall require Landlord's prior approval, not to be unreasonably withheld.

Landlord and Tenant shall refer to the Premises as "____________________________."

(b) Tenant shall at all times conduct its operations on the Premises and use the NAPLS Improvements in a lawful manner and shall, at Tenant's expense, comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or construction and alteration of the Premises. Tenant shall comply with all requirements of the Americans with Disabilities Act, and shall be solely responsible for Tenant's alterations to the Premises in connection therewith unless otherwise provided for in the Cooperative Agreement.

(c) During the term of the Lease, and any renewal, the Parties shall be granted a license to execute any obligation set forth in the Cooperative Agreement and/or carrying out any obligation under this Lease.

SECTION 6. NUISANCES

The Parties shall not perform any acts or carry on any practice that may devalue the Premises or be a public nuisance. Landlord shall have the right to enforce and maintain compliance with all applicable, codified ordinances, laws, rules and/or other regulations.

SECTION 7. [RESERVED]

SECTION 8. UTILITIES

Tenant shall be responsible and pay for all public utility services rendered or furnished to the NAPLS Improvements during the term hereof, including, but not limited to, heat, water, gas, electric, telephone service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable. Landlord shall likewise be responsible and pay for all public utility services rendered or furnished to the City Improvements during the term hereof which shall be separately metered from the utilities furnished to the NAPLS Improvements, including, but not limited to, heat, water, gas, electric, telephone service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable. Landlord shall not be liable for the quality or quantity of or interference involving such utilities.

SECTION 9. PERSONAL PROPERTY

Tenant further agrees that all personal property, goods, and equipment of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the use of the Premises, unless caused by the actions and/or omissions of Landlord, or its agents.

SECTION 10. SUBLEASE OR ASSIGNMENT

Except as set forth in Section 5 herein, Tenant further covenants and agrees not to assign or sublet the Premises or any part of same. Section 5 shall control in the event of a conflict between this Section 10 and Section 5.

SECTION 11. CONDEMNATION

Notwithstanding any provision of this Lease to the contrary, if, during the term of this Lease, there shall be a taking by appropriation or eminent domain ("Taking") of the entire Premises or any part thereof, the rights and obligations of Landlord and Tenant with respect to any compensation for such Taking (compensation being herein called "Condemnation Award") pursuant thereto and with respect to the Premises shall be as hereinafter set forth:

(a) In the event of a Taking of the entire Premises or so much of the Premises that, in the opinion of Tenant in the Tenant's sole and absolute discretion, it is not feasible to continue possession and operation of the remaining Premises, this Lease shall terminate twenty (20) days after notice from Tenant to Landlord of such election to terminate. The notice of election to terminate shall be given by Tenant to Landlord not later than thirty (30) days following transfer of ownership to the condemning authority. Neither Party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other Party, provided that Landlord notifies Tenant at the time such appropriation proceedings are initiated against Landlord so that Tenant shall be afforded the opportunity to participate in such proceedings in order to obtain a Condemnation Award.

(b) In the event of a Taking of a part of the Premises and Tenant does not give notice of termination as provided for in paragraph (a) above, this Lease shall continue. The Condemnation Award attributed to the Premises shall be allocated as set forth in paragraph (a) above.

(c) In the event a portion of the Premises is taken and this Lease continues thereafter, Tenant, at its expense, shall perform any reconstruction of the remaining Premises as may be necessary to restore the same to its original condition but only to the extent of available Condemnation Award.

(d) Notice of Condemnation. The Party receiving any notice of the kinds specified above shall promptly give the other Party notice of the receipt, contents, and date of the notice received. Landlord shall have full right and authority to conduct, or to direct the conduct of any such condemnation or settlement proceeding and to settle the same on terms acceptable to Landlord.

(e) During the term of the Lease, Landlord shall not exercise its rights of appropriation or eminent domain with respect to the Premises.

SECTION 12. FIRE AND CASUALTY INSURANCE/DESTRUCTION OR DAMAGE TO PREMISES

(a) Tenant shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the NAPLS Improvements in an amount equal to the full replacement cost thereof, and Landlord shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the City Improvements in an amount equal to the full replacement cost thereof. Neither Party shall be required to carry such insurance for the Improvements of the other.

(b) In the event that the NAPLS Improvements are totally destroyed by fire or other casualty, the term of this Lease shall immediately terminate at the option of Tenant. In case of partial damage or destruction so as to render, in Tenant's sole opinion, the Premises unfit for the Tenant's occupancy, Tenant may terminate this Lease upon ten (10) days' notice given to Landlord within ninety (90) days after the occurrence of such damage or destruction effective as of the date set forth in Tenant's termination notice, provided however, that should the partial damage or destruction occur within the thirty-six (36) month period prior to the expiration of the then current term of the Lease, then Tenant may immediately terminate this Lease for any reason within the Tenant's sole and absolute discretion should Tenant have exercised its right of non-renewal in accordance with Section 3 herein. If Tenant terminates the Lease as outlined above, it shall be responsible for removing any damaged, or destroyed property.

(c) If Tenant elects to not terminate this Lease in accordance with Section 12(b) above, then Tenant shall (to the extent insurance proceeds are available) promptly commence the process to rebuild the NAPLS Improvements to their prior condition. If it is thereafter determined that there are not sufficient proceeds available, Tenant shall immediately notify Landlord and Tenant shall then have a second option, exercisable within fifteen (15) days following notice to Landlord, to terminate this Lease effective as of the date set forth in Tenant's termination notice.

SECTION 13. TENANT'S REPAIRS

(a) Except as may be set forth in the Cooperative Agreement, Tenant shall maintain, repair, and replace (hereinafter collectively referred to in the noun and verb form as "repair"), at Tenant's expense, all and every part of the NAPLS Improvements, including landscaping, to keep same in good order, condition, and repair in accordance with prudent and customary repair practices. Landlord shall repair all other areas of the Premises, including the City Improvements.

If Tenant fails to repair the NAPLS Improvements as required herein, Landlord may demand in writing that Tenant undertake and complete such repairs within thirty (30) days from Landlord's notice to Tenant, unless such repairs constitute an emergency, in which case such repairs shall be undertaken and completed immediately, provided, however, if such repairs cannot reasonably be completed within the specified timeframe, then the timeframe shall be extended so long as Tenant commences the repair within the specified timeframe and diligently pursues such repair to completion. If Tenant refuses or neglects to make such repair and to complete the same with reasonable dispatch in accordance with this Lease, then Landlord may make such repair and Tenant shall, on demand, immediately pay to Landlord the cost of said repair, together with interest at prime plus one (1%) percent-per annum. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's property by reason of such work or its results.

(b) Tenant shall pay promptly when due the entire cost of repair in the NAPLS Improvements so that the Premises shall at all times be free of liens for labor and materials arising from such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; and to comply with all governmental requirements.

SECTION 14. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall permit Tenant's use of the Premises in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord, subject, however, to Landlord's right to use the Premises set forth herein and to the other terms and conditions of this Lease.

SECTION 15. INSURANCE

(a) Casualty Insurance. Tenant shall carry such insurance against loss of its property in, on, or about the Premises by fire and such other risks as set forth in Section 12 herein.

(b) Public Liability Insurance. Tenant agrees to procure and maintain during the demised term a policy or policies of liability insurance, with blanket contractual coverage, written by a responsible insurance company or companies (which may be written to include the Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant against losses, claims, demands, or actions for injury to or death of any one or more persons, including volunteers working under the direction of Tenant, and for damage to property in any one occurrence in the Premises to the limit of not less than $3,000,000 and $5,000,000 general aggregate policy limit arising from Tenant's conduct and operation of the Premises, $500,000.00 limit for fire and legal liability, and $1,000,000.00 limit for completed operations. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured. All insurance companies must be licensed to do business in the State of Ohio and have an "A" rating or better. Certificates of insurance will be provided at the time this Lease is executed and twenty (20) days prior to expiration of the policy. Certificates of insurance are to specify notification to Landlord of cancellation or termination of policy in accordance with the policy provisions.

(c) Miscellaneous Insurance. Tenant agrees to provide and keep in force at all times workers compensation insurance complying with the law of the State of Ohio, including coverage of volunteers, even if such coverage is voluntary under the laws of the State of Ohio. Tenant agrees to provide a certificate as evidence of proof of workers' compensation coverage.

(d) Builder's Risk Insurance. Except as already set forth in Section 4(f) herein, with respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage (or equivalent coverage) naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Premises, each contractor must provide proof of workers' compensation coverage on its employees and agents to Landlord.

SECTION 16. REAL ESTATE TAXES & ASSESSMENTS

(a) Taxes. In the event that the Premises shall lose its tax exempt status due to the Tenant's use and occupancy of the Premises, then Tenant will reimburse Landlord for real property taxes for the Premises that are directly attributable to the Tenant's use and occupancy of the Premises upon receipt of the following: (1) a copy of Landlord's tax bill which shall be provided to Tenant not later than sixty (60) days following Landlord's receipt thereof, (2) written documentation showing the taxes attributable to Tenant's use and occupancy of the Premises, and (3) any other notices received by Landlord addressing the taxable status of the Premises. Tenant shall have the right to appeal any determination relating to the taxable status of the Premises related to Tenant's use and occupancy thereof, and Landlord shall designate Tenant as its attorney-in-fact as required to effect standing for such appeal.

(b) Applications for Tax Exemption. The Parties shall cooperate with each other in applying for and obtaining any available exemptions from real estate taxes for the Premises, including but not limited to submission of an Application for Real Property Tax Exemption and Remission with Franklin County, Ohio.

(c) Assessments. Landlord shall be responsible for assessments to the Premises that benefit solely the City Improvements, and Tenant shall be responsible for assessments that benefit solely the NAPLS Improvements. For assessments that benefit both the City Improvements and NAPLS Improvements, the Landlord's responsibility for the assessments shall be in proportion to the percentage of the Premises occupied by the City Improvements with the Tenant's responsibility being for the remaining percentage.

SECTION 17. SURRENDER

Tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises, and all NAPLS Improvements, upon the expiration of this Lease or its termination except that the surrender of any and all NAPLS Improvements constructed by or on behalf of the Tenant after the Commencement Date shall be surrendered subject to reasonable wear, tear, depreciation and decay.

SECTION 18. HOLDING OVER

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option; and no act or statement whatsoever on the part of Landlord or Landlord's duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 19. NOTICE

All notices or other communications required under this Lease shall be effected by calling the telephone number listed below with corresponding personal delivery in writing; by a recognized overnight delivery service; by certified mail, return receipt requested; or by e-mail to the then-City Manager and then-Treasurer. When delivered or mailed to the Parties at their respective addresses as set forth below, or when mailed to the last address provided in writing to the other Party by the addressee, notice shall be deemed to have been given (a) on the date of personal delivery, if delivered personally; (b) on the next following business day if delivered by overnight delivery service; or (c) on the third day after mailing, if sent by certified mail, return receipt requested. An e-mail notice shall be deemed delivered when the message enters the recipient's inbox, except that if the message enters the recipient's inbox after 5:00 pm in the Eastern time zone or on a Saturday, Sunday or legal holiday observed by the government of the United States, then it shall be deemed delivered with the commencement of the next business day in the Eastern time zone:

If to the Landlord to:	City of New Albany, Ohio P.O. Box 188 New Albany, OH 43054 Attention: City Manager Telephone: (614) 885-3913
If to the Tenant to:	New Albany-Plain Local School District 55 N. High Street New Albany, Ohio 43054 Attention: Treasurer Telephone: 614-413-7114

A Party may change its contact information and contact person for the purposes of this Article by giving notice thereof to the other Party in the manner required herein.

SECTION 20. DEFAULT

(a) Events of Default by Tenant. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

(i) Tenant fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within thirty (30) days following notice from Landlord.

(ii) Tenant fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord, unless stated otherwise in this Lease provided that if such default cannot reasonably be cured within the ninety (90) day period, then the ninety (90) day period shall be extended and Tenant shall not be considered in default so long as Tenant commences to cure the default within the first ninety (90) days following Landlord's notice and diligently pursues such cure to completion.

(iii) Tenant refuses to take possession of the Premises as of the Commencement Date, vacates or abandons the Premises, or substantially ceases to carry on its reasonable obligations on the Premises and fails to cure such failures within thirty (30) days following notice from Landlord.

(b) Landlord's Remedies for Tenant Default. Upon the occurrence of any event of substantial Tenant default and after the expiration of any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

(i) Landlord may re-enter the Premises and cure any substantial default of Tenant, in which event Tenant shall reimburse Landlord for any cost and expenses that Landlord may incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred.

(ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; and (b) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or otherwise in law or at equity. Tenant shall remain liable for payment of all charges and costs imposed on Tenant herein, in the amounts, at the times, and upon the conditions as herein provided. Upon termination of this Lease pursuant to this Section 20, Landlord may recover possession of the Premises under and by virtue of the provisions of the laws of the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable.

(iii) Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided for herein.

Mention in this Lease of any particular remedy shall not preclude either Party from any other remedy, in law or in equity.

(c) Events of Default by Landlord. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Landlord:

(i) Landlord fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within thirty (30) days following notice from Tenant.

(ii) Landlord fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Tenant, unless stated otherwise in this Lease provided that if such default cannot reasonably be cured within the ninety (90) day period, then the ninety (90) day period shall be extended and Landlord shall not be considered in default so long as Landlord commences the cure within the first ninety (90) days following Tenant's notice and diligently pursues such cure to completion.

(d) Tenant's Remedies for Landlord Default. Upon the occurrence of any event of substantial Landlord default after any applicable grace or cure period, Tenant shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Landlord:

(i) Tenant may cure any substantial default of Landlord, in which event Landlord shall reimburse Tenant for any cost and expenses that Tenant may incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred.

(ii) Tenant may terminate this Lease.

(e) Additional Remedies and Waivers. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the Party waiving such default.

SECTION 22. [RESERVED]

SECTION 23. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.

SECTION 24. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

SECTION 25. ENTIRE AGREEMENT AND JOINT PREPARATION

This Lease shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the Party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the Parties and shall be deemed to be jointly prepared.

SECTION 26. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the Parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

SECTION 27. HAZARDOUS SUBSTANCES

During the term of this Lease, neither Party shall suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state, or local laws, ordinances, rules, and regulations.

Prior to any renovation or demolition activities containing any asbestos-containing materials or asbestos-containing building materials, as defined by federal, state, or local laws, ordinances, rules, and regulations, the responsible Party shall notify the other at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. The responsible Party shall comply with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

SECTION 28. FORCE MAJEURE

If either Party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the Party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

SECTION 29. ACCESS TO PREMISES

Notwithstanding any provisions of this Lease to the contrary, Landlord reserves the right to lease portions of the property to cellular/data telecommunication providers and/or entities providing cellular towers for such purposes, provided however that the placement of such facilities on the Premises shall be subject to Tenant's approval, not to be unreasonably withheld and shall not interfere in any way with Tenant's use and occupancy of the Premises.

SECTION 30. MEMORANDUM OF LEASE

Landlord and Tenant shall record a short form memorandum of the Lease with the Recorder's Office of Franklin County, Ohio, in accordance with Ohio Revised Code 5301, which shall describe the term, renewal rights and other such pertinent information as such Party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of the Lease as between the Parties, their successors or assigns.

SECTION 31. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

{*Remainder of This Page Intentionally Left Blank; Signature Pages Follow*}

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written.

LANDLORD:

CITY OF NEW ALBANY, OHIO
An Ohio Municipal Corporation

By: ______________________________
Joseph F. Stefanov, City Manager

Approved as to Form:

____
Benjamin S. Albrecht, City Law Director

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026 by Joseph F. Stefanov, City Manager of the City of New Albany, an Ohio Municipal Corporation, for and on behalf of said municipal corporation.

____
Notary Public

TENANT:
Board of Education of the New Albany-Plain
Local School District

By: ______________________________
John McClelland, President

By: ______________________________
Rebecca Jenkins, Treasurer

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of __________________, 2026 by John McClelland, President of the Board of Education of the New Albany-Plain Local School District, for and on behalf of said School District.

____
Notary Public

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of __________________, 2026 by Rebecca Jenkins, Treasurer of the Board of Education of the New Albany-Plain Local School District, for and on behalf of said School District.

____
Notary Public

Ground Lease - Exhibit A
Depiction and Description of Premises

Ground Lease - Exhibit A

CLN2535829

GENERAL WARRANTY DEED
(By a Limited Liability Company)

LHR Industries LLC, an Ohio Limited Liability Company, (Grantor), for valuable consideration paid, grants with General Warranty Covenants, to The City of New Albany, Ohio, an Ohio municipal corporation (Grantee), whose tax mailing address is 99 W. Main Street, New Albany, Ohio 43054, the following REAL PROPERTY:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Parcel No.: 222-002194-00
Property Address: 6500 New Albany Road, New Albany, OH 43054

Subject to all taxes after date hereof, conditions, restrictions, covenants, legal highways and easement of record, if any.

Prior Instrument Reference: Instrument Number 202303080022040

Grantor has caused its name to be subscribed hereto by Leo Ruberto, being duly authorized by resolution, signed this 4th day of November, 2025.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

GRANTOR(S):

LHR Industries LLC, an Ohio Limited Liability Company

BY:______________________
Leo Ruberto
Member

State of Ohio

County of Franklin

The foregoing instrument was acknowledged before me this 4th of November, 2025 by Leo Ruberto, Member of LHR Industries LLC, an Ohio Limited Liability Company, a Limited Liability Company, on behalf of the Limited Liability Company.

____
Notary Public
My Commission Expires: N/A

NOTARY PUBLIC STATE OF OHIO

JEFFREY D. MEYER
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

(SEAL)
This instrument was prepared by:
Davis & Meyer Law, LTD
2106 E. Main Street, Suite 301
Columbus, OH 43209

EXHIBIT "A"

Order No.: CLN2535829

Situated in the State of Ohio, County of Franklin, City of New Albany, in Lot 15, Section 8, Quarter Township 2, Township 2, Range 16, United States Military Lands and being a portion of a 51.742 acre tract of land conveyed to Discover Properties LLC, by deed of record in Instrument No. 200907090100560, all records referenced to the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5113 found at the centerline intersection of Central College Road (variable width) and New Albany Condit Road~ S.R. 605 (variable width) as shown upon the plat entitled New Albany Road East, Central College Road and New Albany-Condit Road Dedication and Easements, of record in Plat Book 86, Pages 78 and 79;

thence N 03° 31' 16" E along the centerline of said New Albany Condit Road ~ S.R. 605 a distance of 125.94 feet to a point;

thence N 86° 24' 42" W crossing the right-of-way of New Albany Condit Road ~ S.R. 605 a distance of 40.00 feet to an iron pipe found (EMH&T) in the westerly right-of-way line of said New Albany Condit Road ~ S.R. 605, at a corner of said 51.742 acre tract and the True Place of Beginning of the tract herein intended to be described;

thence S 03° 31' 16" W along the westerly right-of-way line of New Albany Condit Road ~ S.R. 605 and along an easterly line of said 51.742 acre tract a distance of 25.46 feet to an iron pipe found (EMH&T) at a corner of said 51.742 acre tract and at the north end of a curve connecting the westerly right-of-way line of New Albany Condit Road ~ S.R. 605 with the northerly right-of-way line of Central College Road;

thence southwesterly along said connecting curve, along the curved southeasterly line of said 51.742 acre tract and with a curve to the right, data of which is = 50.00 feet, and delta = 90° 20' 04", arc length = 78.83 feet, a chord distance of 70.92 feet bearing S 48° 41' 18" W to an iron pipe found (EMH&T) at the point of tangency and at the west end of said connecting curve;

thence N 86° 08' 40" W along the south line of said 51.742 acre tract and along the north right-of-way line of Central College Road a distance of 1,259.26 feet to the point at a corner of said 51.742 acre tract and at the east end of a curve connecting the north right-of-way line of Central College Road with the east right-of-way line of New Albany Road East (100 feet in width) as shown upon said plat entitled New Albany Road East, Central College Road and New Albany- Condit Road Dedication and Easements;

thence northwesterly along the curved southwesterly line of said 51.742 acre tract, along said connecting curved with the curve to the right, data of which is: radius = 50.00 feet, and delta = 90° 06' 47", arc length = 78.64 feet, a chord distance of 70.78 feet bearing N 41° 05' 17" W to an iron pipe found (EMH&T) at the point of tangency and at the northerly end of said connecting curve;

thence N 03° 58' 07" E along the easterly right-of-way line of New Albany Road East and along the westerly line of said 51.742 acre tract a distance of 1,225.00 feet to an iron pipe found at a point of curvature;

thence northerly along the curved easterly right-of-way line of New Albany Road East, along a portion of the curved westerly line of said 51.742 acre tract and with a curve to the right, data of which is: radius = 1,250.00 feet, and delta = 14° 26' 35", arc length = 315.10 feet, a chord distance of 314.27 feet bearing N 11° 11' 25" E to a Mag nail set;

thence crossing said 51.742 acre tract the following twelve (12) courses and distances:

(continued)

1. S 69° 30' 58" E a distance of 19.62 feet to a MAG nail set at a point of curvature;

2. and easterly with a curve to the left, data of which is: radius = 295.00 feet, and delta = 32° 00' 00", arc length of 164.76 feet, a chord distance of 162.63 feet bearing S 85° 30' 58" E to an 8" square wood fence post found at the point of tangency;

3. N 78° 29' 02" E a distance of 20.00 feet to a 3/4" I.D. iron pipe set;

4. N 11° 30' 58" W a distance of 12.00 feet to a 3/4" I.D. iron pipe set;

5. N 78° 29' 02" E a distance of 159.21 feet to a 3/4" I.D. iron pipe set at a point of curvature;

6. and easterly with a curve to the right, data of which is: radius = 917.00 feet, and delta = 35° 55' 44", arc length of 575.03 feet, a chord distance of 565.66 feet bearing S 83° 33' 06" E to a 3/4" I.D. iron pipe set at the point of tangency;

7. S 65° 35' 14" E a distance of 20.16 feet to a 3/4" I.D. iron pipe set at a point of curvature;

8. and southeasterly with a curve to the right data of which is: radius = 467.00 feet, and delta = 07° 10' 11", arc length = 58.44 feet, a chord distance of 58.40 feet bearing S 62° 00' 09" E to a 3/4" I.D. iron pipe set at a point of non-tangency;

9. S 44° 43' 39" E a distance of 73.51 feet to a 3/4" I.D. iron pipe set;

10. S 51° 14' 56" E a distance of 107.83 feet to a 3/4" I.D. iron pipe set at a point of curvature;

11. and southeasterly with the curve to the left, data of which is: radius = 245.00 feet, and delta = 35° 00' 00", arc length of 149.66 feet, a chord distance of 147.35 feet bearing S 68° 44' 56" E to a 3/4" I.D. iron pipe set at the point of tangency;

12. S 86° 14' 56" E a distance of 41.52 feet to a 3/4" I.D. iron pipe set in the east line of said 51.742 acre tract and in the westerly right-of-way line of New Albany Condit Road;

thence S 03° 44' 43" W along a portion of the east line of said 51.742 acre tract and along the westerly right-of-way line of New Albany Condit Road a distance of 1,351.83 feet to the true place of beginning;

containing 49.424 acres of land, more or less, and being subject to all easements and restriction of record. Of the above described 49.424 acres, all are within Franklin County P.N. 222-002194.

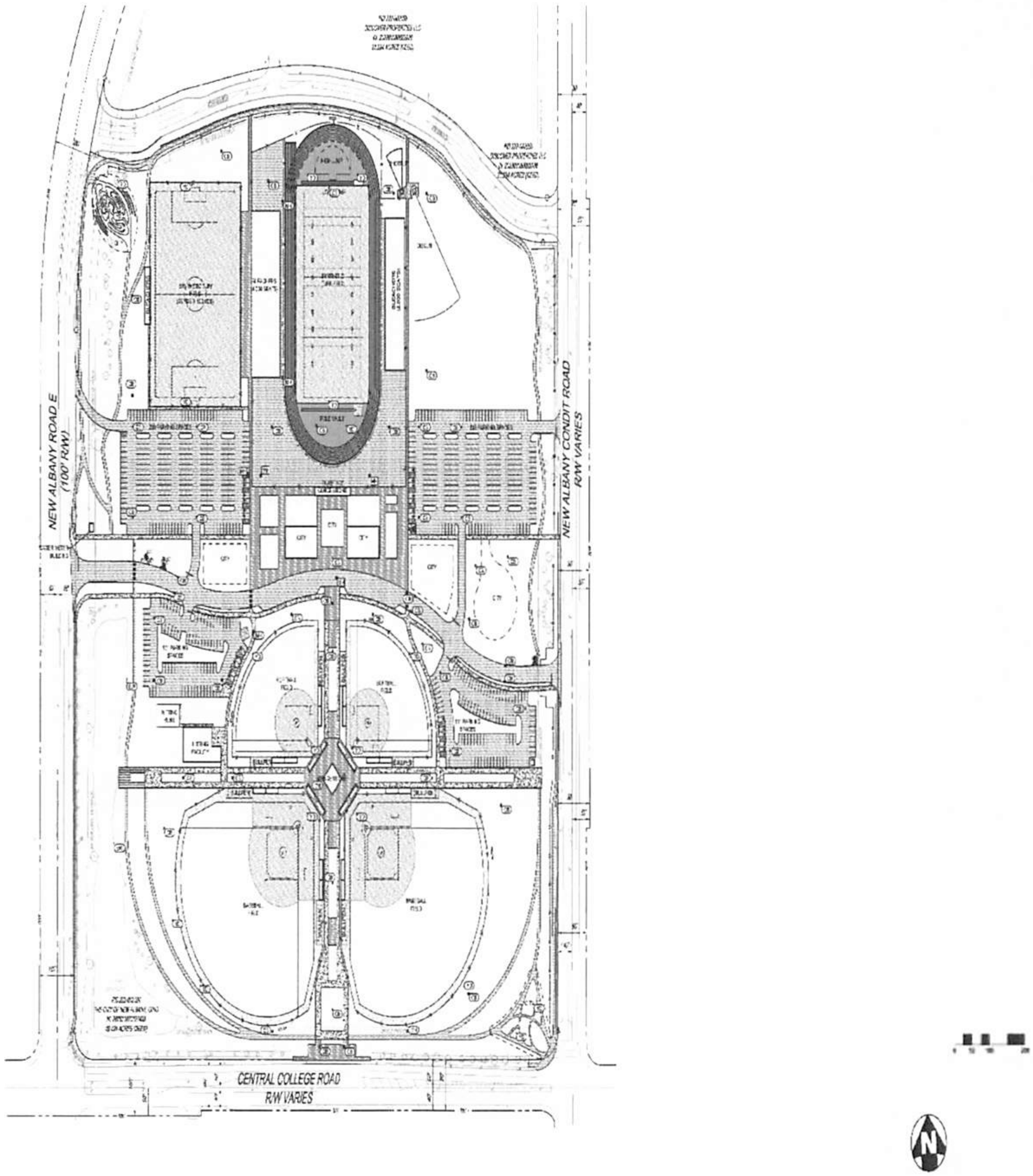
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, (formerly Bird & Bull, Inc.), Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in November, 2021. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of New Albany-Condit Road, being S 03° 44' 43" W, as shown upon the plat entitled New Albany Road East, Central College Road and New Albany-Condit Road Dedication and Easements, of record in Plat Book 86, Pages 78 & 79, Recorder's Office, Franklin County, Ohio, and all other bearings are based upon this meridian.

FOR INFORMATIONAL PURPOSES ONLY:
Parcel No.: 222-002194
Also known as: 6500 New Albany East Road, New Albany, Ohio 43054

DESCRIPTION VERIFIED
ADAM W. FOWLER, P.E., P.S.
gantonini
10/09/2025 8:10:10 AM
FRANKLIN COUNTY ENGINEER
***Submitted via Digital Format**

Ground Lease - Exhibit B

Master Site Plan



Ground Lease - Exhibit C
Indemnification Clause

Ground Lease - Exhibit C

"Sponsor Indemnification"

Sponsor agrees to indemnify, defend and hold harmless Landlord (a.k.a. the City of New Albany, Ohio), its successors, assigns, officers, employees, agents, and elected officials against any and all demands, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, awards, penalties, fines, costs (including reasonable attorneys' fees) or other expenses of any kind related to the enforcement of any rights arising out of, or directly related to, Sponsor's agreement with Tenant (a.k.a. NAPLS), use of Landlord's property, or the conduct of Sponsor, in the event that Sponsor and/or its employees, agents, volunteers or contractors are found to be liable in connection with their acts or omissions, except to the extent that such claims are caused by the negligence or willful misconduct of Landlord, its successors, assigns, officers, employees, agents, and/or elected officials.