



RESOLUTION R-43-2026

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE FRANKLIN COUNTY AUDITOR

WHEREAS, the City Council of New Albany, Ohio met in a regular meeting on October 20, 2026, at the New Albany Village Hall with the following members present:

Mayor Sloan Spalding

Council Member Marlene Brisk

Council Member Michael Durik

Council Member Kasey Kist

Council Member John McClelland

Council Member Matt Shull

Council Member Andrea Wilttrout

WHEREAS, council, in accordance with the provisions of law, has previously adopted a tax budget for the next succeeding fiscal year commencing January 1, 2027; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to council together with an estimate by the county auditor of the rate of each tax necessary to be levied by this council, and what part thereof is without, and what part within, the ten mill tax limitation.

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 amounts and rates, as determined by the Budget Commission of Franklin County in its certification, be and the same are hereby accepted.

Section 2. There be and is hereby levied on the tax duplicate of said city the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2026 (collection year 2027) as follows:

See attached Schedule A.

Section 3. The clerk of council of the City of New Albany is hereby directed to certify a copy of this resolution to the Franklin County Auditor.

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.

Moved by: _____

Seconded by: _____

The roll being called as follows:

Mayor Sloan Spaulding _____

Council Member Marlene Brisk _____

Council Member Kasey Kist _____

Council Member Matt Shull _____

Council Member Michael Durik _____

Council Member John McClelland _____

Council Member Andrea Wiltout _____

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spaulding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 10/08/2026

Introduced: 10/20/2026

Revised:

Adopted:

Effective:

SCHEDULE A

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

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$2,560,222.93	1.94	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension				
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL		\$2,560,222.93	1.94	

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of
this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being

called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2026.

Attest:

Clerk of Council

President of Council

NEW ALBANY
Franklin County, Ohio.



RESOLUTION R-44-2026

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE LICKING COUNTY AUDITOR

WHEREAS, the City Council of New Albany, Ohio met in a regular meeting on October 20, 2026, at the New Albany Village Hall with the following members present:

Mayor Sloan Spalding

Council Member Marlene Brisk

Council Member Michael Durik

Council Member Kasey Kist

Council Member John McClelland

Council Member Matt Shull

Council Member Andrea Wilttrout

WHEREAS, council, in accordance with the provision of law, has previously adopted a tax budget for the next succeeding fiscal year commencing January 1, 2027; and

WHEREAS, the Budget Commission of Licking County, Ohio, has certified its action thereon to council together with an estimate by the county auditor of the rate of each tax necessary to be levied by council, and what part thereof is without, and what part within, the ten mill tax limitation.

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 amounts and rates, as determined by the Budget Commission of Licking County in its certification, be and the same are hereby accepted.

Section 2. There be and is hereby levied on the tax duplicate of said city the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2026 (collection year 2027) as follows:

See attached Schedules A and B.

Section 3. The clerk of council of the City of New Albany is hereby directed to certify a copy of this resolution to the Licking County Auditor.

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.

Moved by: _____

Seconded by: _____

The roll being called as follows:

Mayor Sloan Spaulding _____

Council Member Marlene Brisk _____

Council Member Kasey Kist _____

Council Member Matt Shull _____

Council Member Michael Durik _____

Council Member John McClelland _____

Council Member Andrea Wilttrout _____

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spaulding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 10/08/2026

Introduced: 10/20/2026

Revised:

Adopted:

Effective:



RESOLUTION R-45-2026

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW ALBANY COMPANY LLC AND M/I HOMES OF CENTRAL OHIO, LLC

WHEREAS, the city strives to pursue a comprehensive approach to planning and development to maintain and enhance the vibrancy of the Village Center and the city's neighborhoods;

WHEREAS, a number of public improvements and private developments in the Village Center requires the coordination of efforts among several parties in order to ensure that private development and public infrastructure, parkland, and open spaces are provided in a cohesive manner that results in the highest quality and efficiency of the built environment; and

WHEREAS, this memorandum of understanding is intended to memorialize the collective understanding as to the development of private improvements and public infrastructure improvements, to make certain limited commitments thereto, and to provide the framework for a series of future actions and/or agreements that may be necessary to more specifically facilitate the understandings and commitments being made among them hereby.

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 Memorandum of Understanding (MOU) with the New Albany Company LLC and M/I Homes of Central Ohio, LLC the same as, or substantially similar to, the attached Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 10/09/2026

Introduced: 10/20/2026

Revised:

Adopted:

Effective:

Exhibit A – R-45-2026

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into so as to be effective on the last date of signature below (the “Effective Date”), by and among the **CITY OF NEW ALBANY**, an Ohio charter municipality (“City”), **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company (“NACO”), and **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company (“M/I”, and together with City and NACO, the “Parties”, or individually, a “Party”).

RECITALS:

WHEREAS, NACO is the owner and/or has the right to acquire, from its affiliated business entity, certain real property which is generally identified in Exhibit A (attached hereto and incorporated herein by reference), and is located in the City to the north of and adjacent to East Dublin-Granville Road, to the west of and adjacent to Kitzmiller Road, to the south and southwest of and adjacent to State Route 161, and to the south of (and with limited portions located adjacent to) U.S. Route 62/Johnstown Road (the “NACO Property”); and

WHEREAS, NACO and M/I are parties to a contract pursuant to which NACO will acquire those portions of the NACO Property which are not under its ownership as of the Effective Date and will then sell, transfer, and convey a portion of the NACO Property to M/I, which such real property is identified as the “M/I Property” in Exhibit A; and

WHEREAS, upon the completion of said sale, transfer, and conveyance of the M/I Property to M/I, it intends to develop a residential community thereon (the “Project”); and

WHEREAS, NACO has previously caused the donation of real property to Nationwide Children’s Hospital (“NCH”), which such real property is located adjacent to the NACO Property and is identified in Exhibit A as the “NCH Property”, and upon which NCH plans to develop medical facilities to serve the citizens of New Albany and beyond; and

WHEREAS, NACO intends, after acquiring the NACO Property, to donate additional real property to City from the NACO Property which then will be developed by City as Phase 3 of Rose Run Park (being referred to herein as the “Park”, and being generally depicted in Exhibit A) and that will contain a stormwater management basin to serve development and infrastructure in the general area as more particularly contemplated herein (the “Stormwater Basin”); and

WHEREAS, City is constructing and is planning to construct a new public street in the location that is generally illustrated in Exhibit A (the “New Primary Street”), the right-of-way for which is more particularly specified in that certain plat which is of record with the Office of the Recorder of Franklin County, Ohio (the “Recorder”) in Plat Book 132, Pages 812 (the “Plat”), so as to serve as a vehicular thoroughfare connecting Dublin-Granville Road on the east to U.S. Route 62/Johnstown Road on the west; and

WHEREAS, the Parties also contemplate the construction of an extension of the public street known as Miller Avenue from its intersection with U.S. Route 62/Johnstown Road through the NACO Property and connecting to the New Primary Street, in a location to be determined in the future (the “Miller Avenue Extension”), but as conceptually depicted in Exhibit A; and

WHEREAS, the development of the M/I Property and the NCH Property and the development and operation of the Park require the coordination of efforts among the Parties in order to ensure that private development and public infrastructure, parkland, and open spaces are provided in a cohesive manner that results in the highest quality and efficiency of the built environment; and

WHEREAS, this MOU is intended to memorialize the Parties’ collective understandings as to the development of the private improvements and public infrastructure improvements contemplated herein, to make certain limited commitments thereto, and to provide the framework for a series of future actions and/or agreements that may be necessary to more specifically facilitate the understandings and commitments being made among them hereby.

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

AGREEMENT:

1. **Purpose of MOU.** The Parties acknowledge that the following projects and infrastructure are of shared interest to them and that the purpose of this MOU is to provide details concerning their respective responsibilities relating to the same:

(A) **New Primary Street.** The New Primary Street, which will include not only the construction of vehicular travel lanes but also the installation of public and private utilities infrastructure within the right-of-way of the street; the construction of leisure trails and/or sidewalks; the installation of other public improvements which are typical for such streets (such as but not limited to street lighting, landscaping, and stormwater management infrastructure); and associated improvements to the intersections of the New Primary Street with Kitzmiller Road and with U.S. Route 62/Johnstown Road.

(B) **Miller Avenue Extension.** The Miller Avenue Extension, which may include not only the construction of vehicular travel lanes but also the installation of public and private utilities infrastructure within the right-of-way of the street; the construction of leisure trails and/or sidewalks; the installation of other public improvements which are typical for such streets (such as but not limited to street lighting, landscaping, and stormwater management infrastructure); and associated improvements to the intersections of the Miller Avenue Extension with the New Primary Street and with U.S. Route 62/Johnstown Road.

(C) **Rose Run 3 Park.** The Park, which will include amenities and improvements as contemplated later in this MOU.

(D) Stormwater Basin. The Stormwater Basin, which will collect, clean, and release stormwater runoff from the Miller Avenue Extension, a portion of the New Primary Street, and development within the M/I Property.

2. New Primary Street. The Parties agree to the following with respect to the New Primary Street:

A. Right-of-Way. NACO has previously caused the dedication to City, at no charge, of a significant amount of real property which constitutes the public street right-of-way for the New Primary Street, as identified in the Plat. No additional right-of-way is required to be obtained by City from the NACO Property nor from the NCH Property in order to complete construction of the New Primary Street. The Parties also acknowledge that NACO also has previously dedicated or caused to be dedicated to City, at no charge, right-of-way necessary to accommodate the realignment of the intersection of Dublin-Granville Road and Kitzmiller Road (the "Realignment"), which such Realignment will be constructed by City.

B. Construction; Costs. City is responsible for the construction of the New Primary Street and plans to undertake it in two phases, as generally illustrated in Exhibit B, which is attached hereto and incorporated herein by reference. The first phase is identified as "Phase One" and the second phase identify as "Phase Two". Construction of Phase One is already underway and will be substantially completed such that it is open for use by vehicular traffic by no later than December 1, 2026. Construction of Phase Two will be substantially completed such that it is open for use by vehicular traffic by no later than June 1, 2028. City is solely responsible for paying the costs of designing, engineering, and constructing both phases of the New Primary Street, provided, however, that (i) NACO will reimburse City in the amount of One Million and 00/100 Dollars (\$1,000,000.00) as a contribution toward the costs of constructing the portion of Phase Two which includes the realignment of the intersection of Kitzmiller Road and East Dublin-Granville Road within thirty (30) days after the first date when Phase One and Phase Two are open for use by public vehicular traffic, and (ii) M/I will reimburse City for the costs of installing underground conduits for waterlines under the New Primary Street to serve the M/I Property in the amount not to exceed \$217,720.00. Such reimbursement shall be made by M/I to City within thirty (30) days after the first date when Phase One and Phase Two are first open for use by the general public.

3. The colored area shown in Exhibit D (attached hereto and incorporated herein by reference) shall be referred to herein as the "Phase Two Mounding and Planting Zone". As part of its construction of Phase Two and at its sole cost and expense, City shall construct a stormwater management basin to serve Phase Two within the Phase Two Mounding and Planting Zone in accordance with its approved construction plans for Phase Two. NACO shall be responsible for grading and installing new or modified mounding within the Phase Two Mounding and Planting Zone in general conformance with that which is shown in Exhibit D and at its sole cost and expense following City's installation of the aforementioned stormwater management basin. In addition, NACO shall cause a professional landscape architecture firm to prepare a landscaping plan for the Phase Two Mounding and Planting Zone and NACO then shall provide it to City for its review and approval. Based on the approved landscaping plan, the City and NACO shall work cooperatively to agree upon a quantity and quality of landscaping in the plan that the City typically would install for stormwater management basins serving public streets (such typical landscaping being referred to herein as the "Baseline Landscaping"). As part of the approval of the landscaping plan, City and NACO also shall agree to either (a) have the City install the Baseline Landscaping at its sole cost and expense or (b) have NACO install the Baseline Landscaping (along with additional landscaping as provided in the plan) and reimburse NACO for the costs of the Baseline

Landscaping Once installed, the Association shall be responsible for maintaining landscaping within the Phase Two Mounding and Planting Zone at its sole cost and expense. M/I agrees to deliver, at no charge to City or NACO, clean soil removed from the Parkland and the M/I Property which is suitable to complete the installation of the basin, mounding, and landscaping contemplated in the Phase Two Mounding and Planting Zone in quantities determined by M/I in its sole discretion but in coordination with NACO and the City.

4. Miller Avenue Extension. The Parties agree to the following with respect to the Miller Avenue Extension:

A. Right-of-Way. It is the intent of the Parties that NACO will dedicate or cause the dedication of right-of-way for the Miller Avenue Extension from the NACO Property to the City, at no charge. This dedication will occur via the dedication of right-of-way on a recorded plat. The width and boundaries of the land which will constitute the right-of-way for the Miller Avenue Extension will be mutually agreed upon by City and NACO at a future date. City will be responsible for obtaining ownership of any right-of-way for the Miller Avenue Extension from properties owned by parties other than NACO at its sole cost and expense.

B. Construction. A portion of the Miller Avenue Extension is to be constructed by M/I and the remaining portion is to be constructed by City. The portion of the Miller Avenue Extension that will be constructed by City will begin at and may include improvements to the intersection of U.S. Route 62/Johnstown Road, will extend through a parcel of real property located to west of and adjacent to the Park (such parcel being known on the Effective Date as Franklin County Auditor Parcel Number 222-000088), will extend eastward over Rose Run Creek, and will end at a distance of approximately 10 feet to the west of the first intersection of the Miller Avenue Extension with an internal street within the development on the M/I Property. This phase of the Miller Avenue Extension is identified as the "City Extension" in Exhibit C, which is attached hereto and incorporated herein by reference. The final specifications for and alignment of the City Extension shall be determined in a final plat for this street. City shall be responsible for designing, engineering, platting, and constructing the City Extension and shall commence construction of the same with timing that it determines in its sole discretion, provided that construction of the City Extension shall be completed before such time as the Park is improved by the City and is thereafter opened for use by the general public. The City shall plat those portions of the street extending from the intersection of U.S. Route 62/Johnstown Road to the western boundary of the Park.

The portion of the Miller Avenue Extension to be constructed by M/I shall extend from the eastern terminus of the City Extension and shall extend along and to the west of the western boundary of the M/I Property to a new intersection with the New Primary Street. This phase of the Miller Avenue Extension is identified as the "M/I Extension" in Exhibit C. The dimensions of and general specifications for the construction of the M/I Extension are included in Exhibit C. The final specifications for and alignment of the M/I Extension shall be determined in a final plat for this street which is generally consistent with those which are illustrated in Exhibit C, with adjustments being permitted based on final engineering. M/I shall be responsible for designing, engineering, and constructing the M/I Extension. NACO shall be responsible for preparing the final plat for all of the Miller Avenue Extension extending eastward from the western boundary line of the Park (the "Miller Avenue East Plat"). M/I may construct the M/I Extension in up to two phases of its own, with the first consisting of that portion of the Miller Avenue Extension beginning at its intersection with the New Primary Street and ending at a distance of approximately 10 feet beyond the intersection of the Miller Avenue Extension with the internal boulevard street

to be constructed within the M/I Property ("M/I Extension Phase A", as generally depicted in Exhibit C). Construction of M/I Extension Phase A shall be completed in conjunction with M/I's development of Phase 1A and Phase 1B of the Project, as identified in the approved final development plan for the Project. The balance of the M/I Extension ("M/I Extension Phase B") shall be completed in conjunction with M/I's development of Phase 3 of the Project, also as identified in the approved final development plan for the Project. The plat for the M/I Extension the Miller Avenue East Plat shall be utilized to dedicate right-of-way for those portions of the Miller Avenue Extension found to the east of the western boundary line of the Park.

C. Costs. City will be responsible for paying all of the costs of designing, engineering, and constructing the City Extension. M/I shall be responsible for the costs of designing, engineering, and constructing the M/I Extension.

5. Rose Run 3 Park. In the approved zoning for the NACO Property and the NCH Property (i.e., Ganton C-PUD, Ordinance O-28-2024), a commitment was made by NACO to cause the dedication of approximately 15 acres of parkland to the City which at the time was intended to accommodate athletic fields for use by the New Albany Plain Local School District. Since the zoning was approved, the school district and the City have identified another location where those athletic fields will be located. NACO now will dedicate to City, at no charge, 19+/- acres of parkland identified herein as the Park.

A. Dedication Actions. The Park shall be contained on a lot/parcel to be created as part of the Miller Avenue East Plat and said plat shall serve to convey ownership of the Park from NACO to City.

B. Improvements to Rose Run 3 Parkland. Upon its acceptance of the dedication of the Park and except as provided in Section 5, City will be responsible for improving the Park at City's sole cost and expense with timing that it determines to be appropriate in its sole discretion. City may elect to begin planning the design of and improvements to the Park at any time prior to or after the dedication of the same, also at its sole cost and expense. City will provide representatives of NACO and M/I with the opportunity to have input into this planning and design. Final grading of the Park shall be consistent with the approved Basin Design (such term being defined in Section 5.A).

C. Dublin-Granville Park Parcels. Those portions of the Park that are located within Franklin County Auditor Parcel Numbers 222-000240 and 222-004730 (as they exist on the Effective Date, being referred to herein as the "Dublin-Granville Park Parcels") contain an existing pond and vegetation. In the Miller Avenue East Plat, NACO shall reserve the right to review and approve all future modifications of the existing pond and vegetation and the grading of the Dublin-Granville Park Parcels as determined in its sole discretion, and the Miller Avenue East Plat also shall provide that no other improvements shall be made to the Dublin-Granville Park Parcels unless first agreed by NACO in writing, also as determined in its sole discretion. Should NACO and City determine that such rights in favor of NACO are better detailed in an instrument other than the Miller Avenue East Plat, then NACO shall provide a draft of the instrument for the reasonable review and approval of City prior to the recording of said plat and, once the final form of such an instrument is agreed upon, NACO and City shall execute the same and NACO shall record the instrument with the Recorder at its sole cost and expense.

6. **Stormwater Basin.** The Parties desire to provide for the construction and use of the Stormwater Basin to accept, retain, clean, and release stormwater runoff from portions of the New Primary Street, and from the M/I Property. To clarify, the Stormwater Basin will not accept stormwater from the NCH Property.

A. **Construction.** M/I will be responsible for designing, engineering, and constructing the Stormwater Basin. Pursuant to the approved zoning of the M/I Property, M/I is required to prepare and present the design of the Stormwater Basin (the "**Basin Design**") to the City's Planning Commission. A landscaping plan for areas near and around the Stormwater Basin shall be presented by M/I for review and approval by the City's Planning Commission as part of the Basin Design.

M/I shall commence construction of the Stormwater Basin and installation of related landscaping and grass seeding with timing that is consistent with applicable City requirements and, once construction is completed, City shall inspect the same. If the Stormwater Basin meets all regulatory requirements, City will accept ownership of the improvement. The construction of the Stormwater Basin within the Park may commence prior to the dedication of the Park to City, and in such a circumstance NACO shall provide (or cause to be provided) to M/I necessary licenses or other rights-of-entry upon the Park in order to complete construction of the Stormwater Basin.

The Miller Avenue East Plat shall provide a stormwater management and drainage easement running in favor of M/I (and/or a property owners' association to be created which serves the M/I Property), the M/I Property, and The New Albany Communities Master Association, Inc. (the "**Association**") which shall burden that portion of the Park upon which the Stormwater Basin is or will be located. The instrument which creates the easement shall be self-modifying, such that it shall apply to those portions of the Park upon which the Stormwater Basin is located from time-to-time should City elect to modify it in the future. For example, should City modify the Stormwater Basin, then upon completion of the modification the easement automatically shall be modified to cover the portion of the Park that is covered by it and automatically shall be modified to remove the easement from any portions of the Park upon which the Stormwater Basin is no longer located.

B. **Construction Costs.** Prior to commencing construction of the Stormwater Basin, M/I will deliver a detailed anticipated budget for the costs thereof to City. City will then have twenty (20) days following its receipt of the same to review and provide reasonable comments to M/I, and within ten (10) days after receipt of any comments M/I shall revise the budget (as it deems to be necessary or desirable) and provide a copy of a final budget to City. After construction of the Stormwater Basin is completed and all related costs have been paid by M/I it will deliver a final detailed accounting of the costs to City. City will then have thirty (30) days to review the same and, if it has any objections thereto, City will request a meeting with M/I to review them.

Once the final costs of designing, engineering, and constructing the Stormwater Basin have been agreed upon, City shall reimburse M/I for the proportionate share of such costs attributable to the capacity of the Stormwater Basin required to accept, retain, clean, and release stormwater runoff from the New Primary Street. Payment of all costs of installing stormwater drainage piping serving the M/I Property shall be the sole responsibility of M/I. City shall not be required to reimburse M/I for any costs of landscaping that is approved as part of the Basin Design.

C. **Maintenance.** The Miller Avenue East Plat shall include provisions requiring the Association to maintain the Stormwater Basin and NACO shall cause the Association to execute the same (or another written instrument) as necessary to memorialize the Association's commitment in this regard. .

D. **Future Changes.** City may elect, at any time and as part of its design of and improvements to the Park, to modify the Stormwater Basin at its sole cost and expense. Should such modifications be made, the Association shall continue to maintain the Stormwater Basin following their completion.

7. **Wetlands Mitigation.** The Parties recognize that there are existing wetlands at several locations throughout the NACO Property, as generally illustrated in **Exhibit E**, which is attached hereto and incorporated herein by reference. City shall be responsible for mitigating and paying the associated costs of mitigating any wetlands which may be impacted by the New Primary Street and/or improvements to or grading of the Park made by City after it obtains ownership of the same, it being acknowledged that the City may elect to design such improvement in a manner that does not impact any wetlands. M/I shall be responsible for mitigating and paying the associated costs of mitigating any wetlands which are impacted by the development of the M/I Property and the development of the Stormwater Basin.

8. **Conditions to Performance.** The intent of this MOU is to memorialize the Parties' respective general understandings pertaining to the items addressed herein. It is anticipated that further actions and/or agreements will need to be taken by some or all of the Parties in the future to facilitate the concepts and actions described in this MOU. The Parties shall work cooperatively to pursue such necessary actions and/or reach necessary agreements to further the purposes, projects, and initiatives described and contemplated herein. Actions contemplated to be taken by M/I and NACO in this MOU are dependent upon City providing necessary development plan reviews and approvals under the approved zoning of the M/I Property and also upon M/I having acquired ownership of the M/I Property.

9. **General Provisions.**

A. **Counterparts; Signatures.** This Agreement may be executed in counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Signatures to this MOU exchanged in .PDF or other facsimile or electronic forms shall be deemed to be originals.

B. **Default; Remedies.** The Parties agree to the following with respect to any failure by a Party to perform its obligations under this MOU:

i. **Default.** A "Default" occurs if any Party (the "**Defaulting Party**") fails to perform, comply with, or observe any material covenant, obligation, or deadline of such Party under this MOU, and such failure continues for thirty (30) days after the Defaulting Party's receipt of written notice thereof from another Party (a "**Non-Defaulting Party**") describing the failure in reasonable detail; provided, that if the failure cannot reasonably be cured within thirty (30) days, the Defaulting Party shall not be in Default so long as it

begins a cure within that period and thereafter diligently pursues it to completion within ninety (90) days.

ii. **Remedies.** During the existence of a Default, the Non-Defaulting Party may exercise against the Defaulting Party any one or more of the following rights or remedies under this Section 8(B): (i) pursue all rights or remedies available to such Non-Defaulting Party at law or in equity, including without limitation, injunction and specific performance, or (ii) recovery of actual, direct damages caused by an uncured Default, including any unpaid reimbursement amounts due under this MOU. In no event shall any Party be liable to another Party for consequential, incidental, special, exemplary, or punitive damages, or for lost profits, arising out of or relating to this MOU, and each Party waives any right to recover such damages from the other Parties. The remedies herein are cumulative and not exclusive of one another.

C. **No Unilateral Termination.** Because performance under this MOU may already be underway or complete in part at the time of a Default (for example, dedications already made or infrastructure already constructed), no Party may terminate this MOU as a remedy for another Party's Default. This MOU may be terminated only by the written agreement of all Parties.

D. **Notices.** All notices, requests, and other communications under this MOU shall be in writing and delivered by hand, by nationally recognized overnight courier, or by certified mail, return receipt requested, to each Party at the address set forth below (or such other address as a Party designates by written notice), and shall be deemed given upon receipt or refusal of delivery:

To City: City of New Albany
 Attn: City Manager
 99 W. Main Street
 New Albany, Ohio 43054

To NACO: The New Albany Company LLC
 Attn: General Counsel
 8000 Walton Parkway, Suite 200
 New Albany, Ohio 43054

To M/I: M/I Homes of Central Ohio LLC
 Attn: General Counsel
 4131 Worth Ave.
 Columbus, Ohio 43219

E. **Survival.** This Section 8 shall survive any expiration or termination of this MOU.

[Signature page and exhibits follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY:

CITY OF NEW ALBANY,
an Ohio charter municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

NACO:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Benjamin Albrecht, City Law Director

M/I:

M/I HOMES OF CENTRAL OHIO LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Date: _____

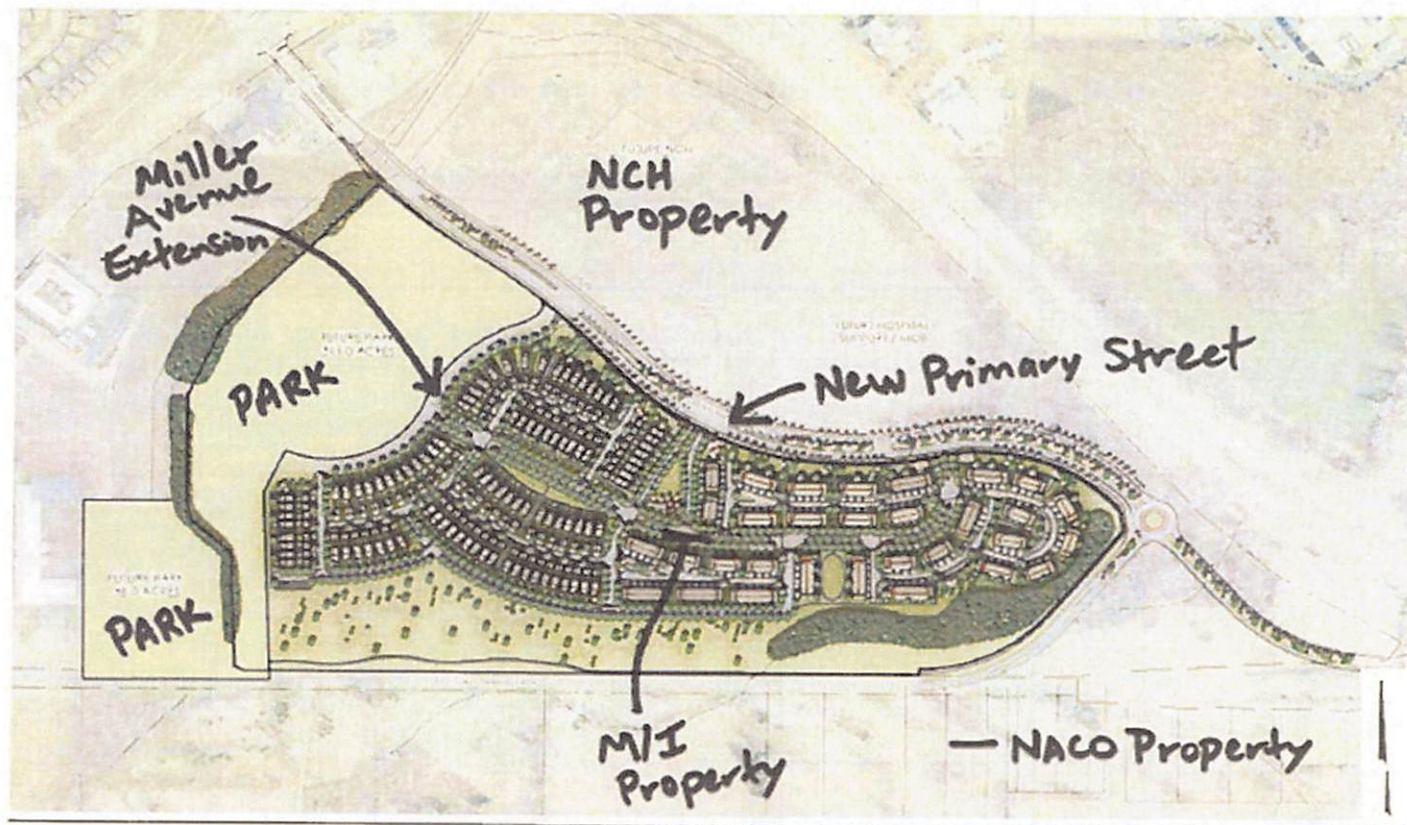


EXHIBIT A

EXHIBIT B

NEW PRIMARY STREET

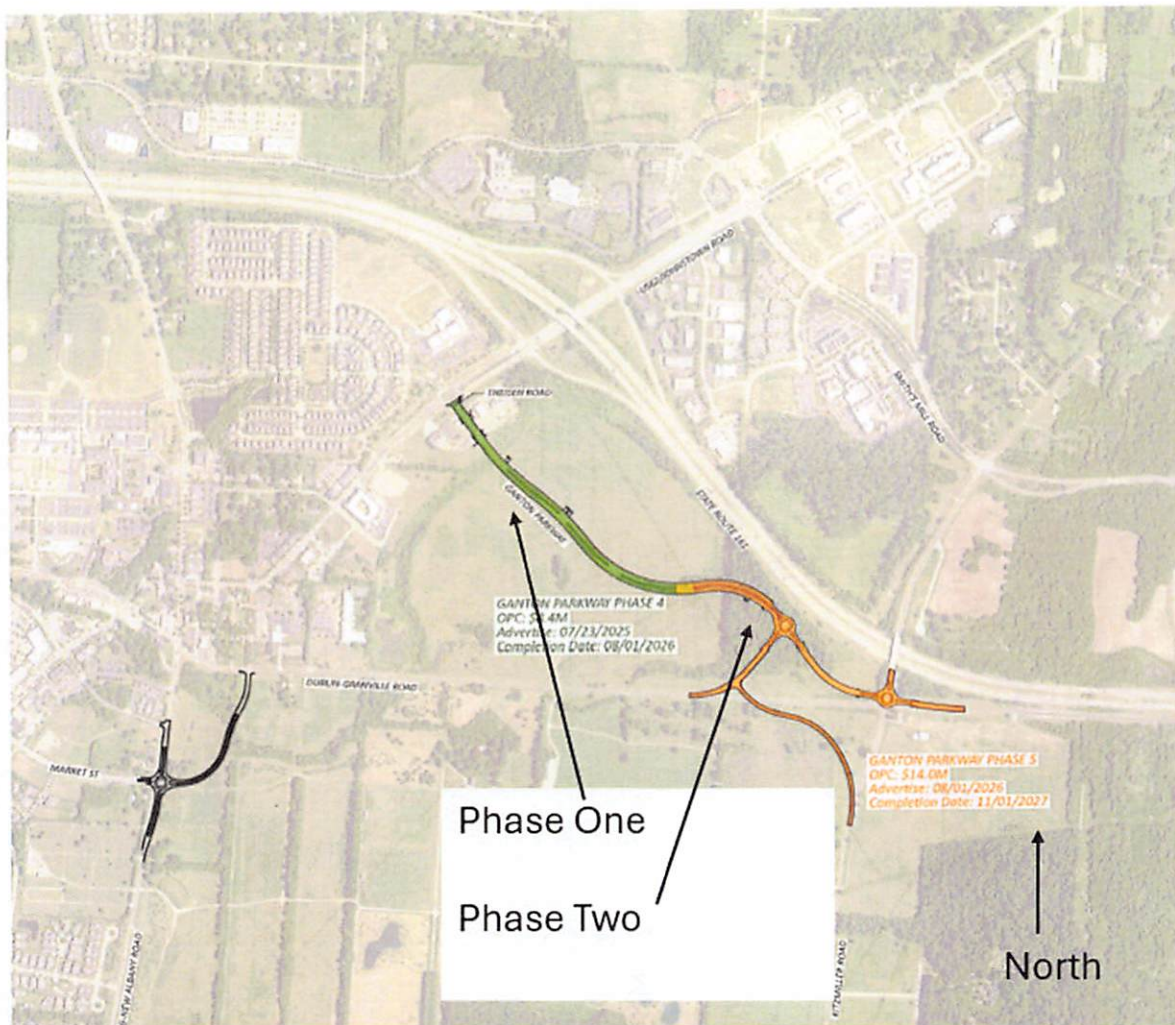


EXHIBIT C MILLER AVENUE EXTENSION

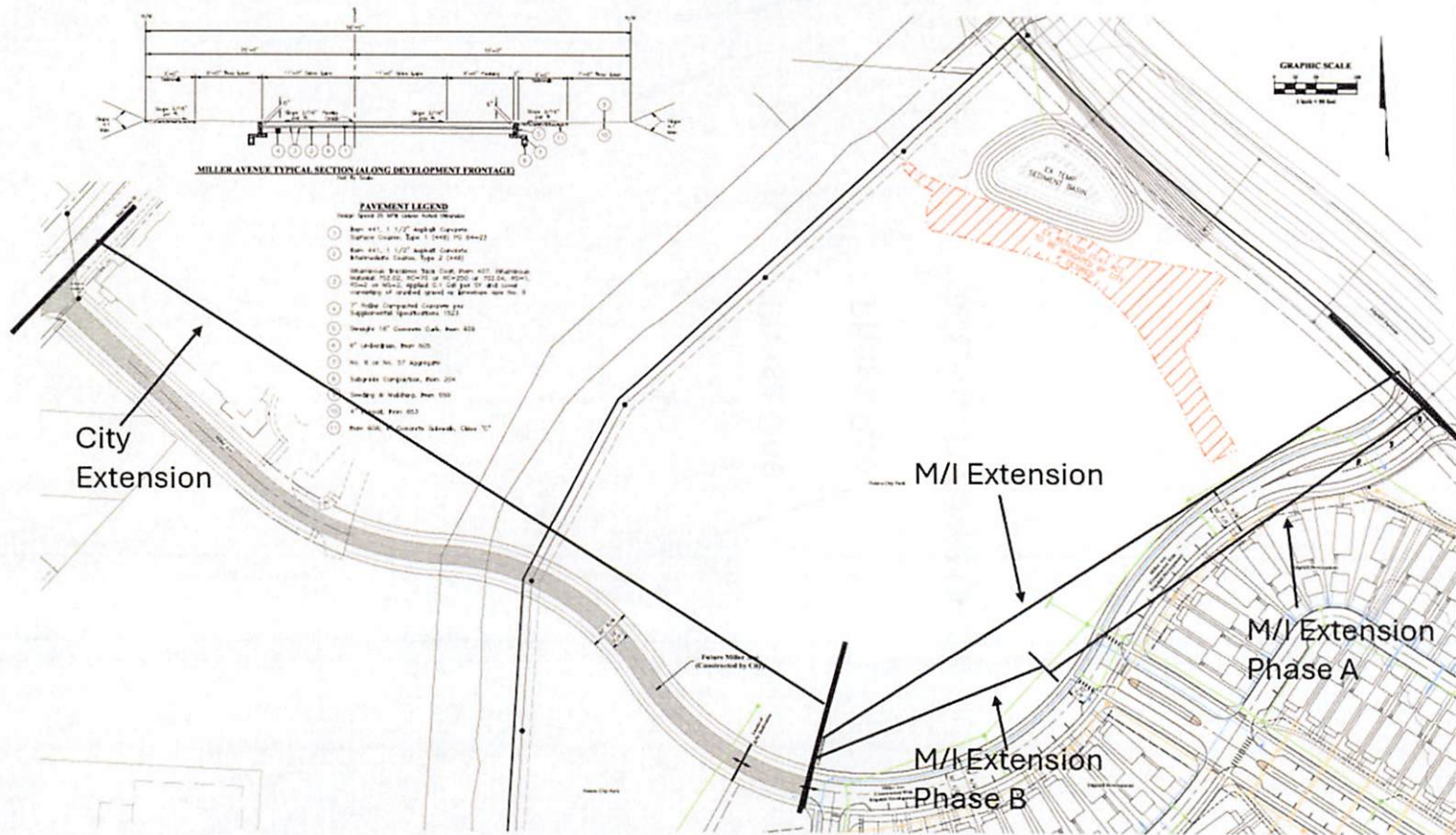
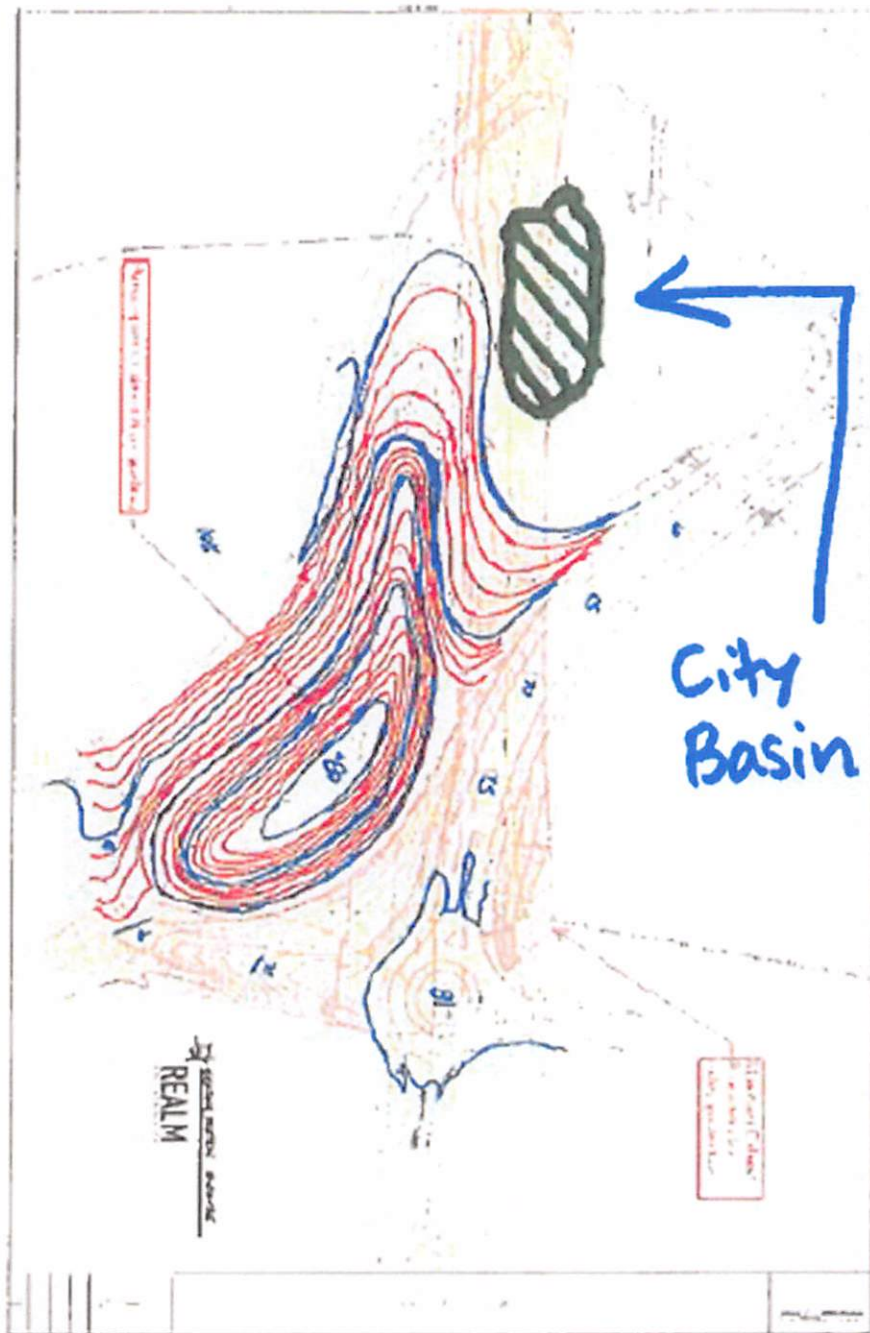


EXHIBIT D

PHASE TWO MOUNDING AND PLANTING ZONE



WETLANDS





RESOLUTION R-46-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ADVERTISE, BID, AWARD, AND EXECUTE AGREEMENTS AND CONTRACTS RELATED TO THE GANTON PARKWAY PHASE 5 ROADWAY IMPROVEMENT PROJECT

WHEREAS, city council desires to make infrastructure improvements to the New Albany International Business Park and Village Center to increase pedestrian, vehicular, and utility access; and

WHEREAS, the city has encouraged the development of real property within the city, and for that purpose desires to expand a development corridor connecting the New Albany International Business Park and Village Center, generally located east of US-62 and west of Beech Road, south of State Route 161, and north of Morse Road; and

WHEREAS, the scope of the roadway improvements include the continuation of Ganton Parkway East from its current termination point +/- 2,500 feet eastward to connect to the intersection of Kitzmiller Road and Dublin Granville Road, the construction of +/- 1,500 feet of new roadway to realign Kitzmiller Road, the construction of +/- 900 feet of new roadway to realign Dublin Granville Road, and the construction of two roundabouts; and

WHEREAS, the engineer's estimated construction cost is \$10 million, and the total anticipated project cost, including contingency, administration, management, and inspection, is \$12 million; and

WHEREAS, funding for this project was approved in the 2026 Capital Improvement budget and provided for in the Annual Appropriations Ordinance.

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 advertise, bid, award and execute all agreements and contractual documents necessary to support the construction of the Ganton Parkway phase 5 and its appurtenances.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 09/25/2026
Introduced: 10/06/2026
Revised: 10/19/2026
Adopted:
Effective:



RESOLUTION R-47-2026

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY AND RELATED CONTRACTS FOR APPOINTMENT OF A SUCCESSOR CITY MANAGER

WHEREAS, Joseph Stefanov has successfully served the City of New Albany in the capacity of city manager since January 3, 2000; and

WHEREAS, Mr. Stefanov announced his intention to retire effective December 31, 2026; and

WHEREAS, council undertook a national search for the next city manager, including posting, advertising, reviewing, and interviewing candidates; and

WHEREAS, following a search and review, Michael Stevens has been identified as the recommended candidate to serve as the next city manager; and

WHEREAS, it is in the city's best interest to begin Mr. Stevens' employment before Mr. Stefanov's departure.

NOW, THEREFORE, be it resolved by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby authorizes Mayor Spalding, on behalf of the council, to negotiate an employment agreement with Mr. Stevens the same as, or substantially similar to, the attached Exhibit A. The mayor is hereby authorized to execute that agreement and approve the character of any changes or amendments thereto not inconsistent with this resolution and not substantially adverse to the city that are approved by the mayor, which approval shall be conclusively evidenced by the mayor's execution of that agreement.

Section 2. Mr. Stefanov will continue his employment with the City of New Albany in accordance with his employment agreement.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 10/13/2026

Introduced: 10/20/2026

Revised:

Adopted:

Effective:

Exhibit A – R-47-2026**EMPLOYMENT AGREEMENT**

The City of New Albany, an Ohio Municipal Corporation, (hereinafter the "City"), hereby agrees to employ Michael Stevens as its City Manager (hereinafter the "Manager") to perform the functions and duties of the Manager as set forth in the City Charter, the New Albany Codified Ordinances, Rules of Council and/or such other statutory and legally permissible duties, responsibilities and functions as Council, in its discretion, shall direct or assign to the Manager. The Manager agrees to accept such employment under the terms and conditions set forth herein.

SECTION 1. TERM OF EMPLOYMENT AGREEMENT

A. The term of this Employment Agreement shall be from November 16, 2026 (the "Start Date") through December 31, 2029 (the "End Date"). Notwithstanding any other provision(s) contained herein, this Employment Agreement will automatically renew for one (1) additional one (1) year period, unless Council provides the Manager with at least ninety (90) days' advance notice of non-renewal on or before October 3, 2029, or the parties agree to execute a new Employment Agreement. The automatic renewal of the Employment Agreement for 2030 shall be on the same terms and conditions as set forth in this Employment Agreement, provided however that Council may make such modifications as are set forth in Section 2 of this Employment Agreement.

The Manager agrees to remain in the exclusive employ of the City during the term of this Employment Agreement or any extension thereof. The Manager agrees not to become employed by any other employer during the term of this Employment Agreement, unless Council terminates the Manager during the term of this Employment Agreement as provided in herein; or, the Manager resigns after proper notice as provided in Section 1 (C) below; or unless this provision is modified in writing by

Exhibit A – R-47-2026

mutual agreement of Council and the Manager.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the absolute right of Council, in its sole and exclusive discretion, to terminate the services of the Manager at any time, subject only to the provisions, including any Severance Payment, set forth in this Employment Agreement.

C. Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from his position with the City. The Manager shall give Council ninety (90) days written notice should the Manager voluntarily resign this position prior to the expiration of this Agreement or any extensions thereof.

SECTION 2. **SALARY AND EVALUATION**

A. Effective upon the Start Date, the Manager shall receive an annual salary of two hundred and seventy thousand dollars (\$270,000) paid in a pro-rated amount in equal installments at the same time as other City employees through the remainder of calendar year 2026. Manager shall receive an annual salary of \$270,000 for calendar year 2027. The Manager shall be eligible to receive an annual cost-of-living allowance (“COLA”) increase effective January 1, 2028 and, again, January 1, 2029, if approved by Council, pursuant to the same terms and conditions as other non-bargaining employees of the City.

For calendar year 2027, and each year thereafter, the Manager shall also be eligible for a merit-based performance adjustment as determined by Council. Any such merit-based performance adjustment shall be independent of the base rate of compensation and shall be based on the Manager’s successfully addressing goals established by Council. Additionally, any such merit-based performance adjustment shall not serve to increase the Manager’s base rate of compensation in subsequent contract

Exhibit A – R-47-2026

years. Nothing contained herein shall limit Council's ability to modify the Manager's base rate of compensation. The Manager's compensation shall be payable in installments at the same time as other City employees are paid.

B. The City shall pay a portion of the Manager's employee contribution to the Ohio Public Employees Retirement System ("OPERS") in an amount equivalent to five percent (5%) of the Manager's annual earnable salary. The Manager shall pay any remaining required portion of the employee contribution to OPERS in excess of the City's 5% contribution.

C. Beginning in 2027, Council shall conduct a formal annual performance evaluation of the Manager at a time as determined by Council. The evaluation should be discussed with the Manager so as to provide feedback and establish goals and performance objectives for the next calendar year. The award of any such merit-based pay performance adjustment will be at the sole and exclusive discretion of Council.

SECTION 3. VEHICLE ALLOWANCE

The Manager shall be paid a monthly automobile allowance of six hundred and fifty dollars (\$650.00) per month in lieu of reimbursement for travel and mileage expenses not associated with professional conferences and training.

SECTION 4. HOLIDAYS, VACATION, SICK LEAVE AND CELL PHONE

The Manager shall accrue holidays, vacation and sick leave benefits in the same manner as other unclassified employees of the City pursuant to Chapter 155 of the City's Codified Ordinances. For the avoidance of doubt, upon the completion of one (1) year of employment with the City, on or around

Exhibit A – R-47-2026

November 16, 2027, the Manager shall accrue vacation leave at a rate of 8.615 hours per pay period. Additionally, at the Manager's discretion, he shall be provided a City-issued cell phone, or a cell phone stipend, pursuant to the same terms and conditions as other City employees eligible for such benefit.

SECTION 5. LIFE, HEALTH AND LIABILITY INSURANCE

The Manager shall receive life and health insurance pursuant to Chapter 155 of the City's Codified Ordinances. Additionally, the City will provide public official's liability insurance for the Manager.

SECTION 6. PROFESSIONAL DEVELOPMENT

Subject to budgetary constraints and approval of curriculum, Council hereby agrees to pay the travel and subsistence expenses of the Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the Manager and to adequately pursue necessary official and other functions for Council, including but not limited to the Annual Conference of the International City Managers Association, the Ohio Municipal League, and such other national, regional, state and local governmental groups and committees thereof which the Manager serves as a member.

SECTION 7. DUES AND SUBSCRIPTIONS

Council agrees to pay the dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional development and for the good of City.

Exhibit A – R-47-2026

SECTION 8. HOURS OF WORK

A. It is recognized the Manager must devote time outside normal office hours to City business, and to that end the Manager will be allowed to take flex-time off as deemed appropriate during said normal office hours.

B. The Manager shall not spend any time teaching, consulting, or other non-City related income producing activity without the express prior approval of Council.

SECTION 9. SEVERENCE PAYMENT

A. In the event the Manager is terminated by Council prior to the expiration of this Agreement or any extensions thereof, and if at the time of termination the Manager remains willing to perform the duties of the Manager, then Council agrees to pay the Manager a lump sum cash severance payment equal to six (6) months' aggregate salary (the "Severance Payment"); provided, however, that if the Manager is terminated for a failure or refusal to comply with the policies, rules, regulations, standards of the City or direction established by Council, or if the Manager is convicted of an illegal act involving dishonesty, theft or misconduct, then Council shall have no obligation to make such severance payment.

B. In the event Council at any time during the employment term reduces salary or other financial benefits of the Manager in a percentage greater than an applicable across-the-board reduction for all non-union City employees, or in the event Council refuses, following written notice, to comply with any other provision benefiting the Manager, or the Manager resigns following a request by Council for such resignation, then, at the sole discretion of the Manager, the Manager may be deemed to be "terminated" on the effective date of Manager's resignation and the Manager shall be entitled to receive

Exhibit A – R-47-2026

the severance benefit set forth herein, based upon the Manager's salary prior to any such salary reduction

- C. If the Manager voluntarily resigns, there shall be no severance pay.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager; provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Codified Ordinances, or any other law.

B. All applicable provisions of the City Charter, City Codified Ordinances, regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereinafter may exist in the City, in addition to said benefits enumerated specifically for the benefit of the Manager, except as herein provided, shall also apply to the Manager.

SECTION 12. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties, and replaces and supersedes any previous agreements of the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- D. This Agreement shall become effective commencing November 16, 2026. If executed

Exhibit A – R-47-2026

after such date, this agreement shall apply retroactively to November 16, 2026.

This Agreement is executed this ____ day of October, 2026 at New Albany, Ohio.

SLOAN T. SPALDING, MAYOR
CITY OF NEW ALBANY, OHIO

MICHAEL H. STEVENS, CITY MANAGER

APPROVED AS TO FORM:

BENJAMIN S. ALBRECHT, LAW DIRECTOR

Fiscal Officer's Certificate

As Finance Director of the City of New Albany, I do hereby certify that funds in the amount designated in this Contract have been lawfully appropriated or authorized or directed for the contract between the City of New Albany and Joseph F. Stefanov for this Contract and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certification now outstanding.

DATE: _____

Bethany Staats, FINANCE DIRECTOR