NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-30-2026

AN ORDINANCE TO DETERMINE THE ANNUAL COMPENSATION AND BENEFITS OF THE MAYOR, COUNCIL MEMBERS, AND ADDITIONAL SALARY FOR THE MAYOR, PRESIDENT PRO TEM, OR DESIGNATED COUNCIL MEMBER PRESIDING OVER MAYOR'S COURT

WHEREAS, Section 4.04 of the New Albany Charter authorizes council, by ordinance, to annually determine its compensation and benefits; and

WHEREAS, salary amounts for the mayor, members of council, and president pro tem who presides over Mayor's Court were last set via ordinance O-01-2026; and

WHEREAS, as the city grows, so does the work for council, and a cost-of-living increase of three and one-half (3 ½) percent is proposed for non-bargaining city staff in 2027; and

WHEREAS, Codified Ordinance 155 Section 19(a) – Insurance Benefits, states, "The City shall make available group medical, prescription drug, dental, and vision benefits to all full-time non-union employees and their dependents as well as to all currently serving, elected members of City Council and Mayor. The benefits shall be based on the benefits of the carrier or carriers."; and

WHEREAS, the city's premium for health insurance is increasing by one (1) percent for plan year 2027.

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. Annual salaries shall be adjusted as set forth below.

A. SALARY OF THE MAYOR

The annual salary of the mayor shall be Thirty-One Thousand, Two Hundred Twenty dollars and Seventy-Five cents ($31,220.75) paid bi-weekly.

B. SALARY FOR MEMBERS OF COUNCIL

The annual salary of each council member shall be Fourteen Thousand, Three Hundred Seven dollars and Forty-Seven cents ($14,307.47) paid bi-weekly. The annual salary of the President Pro Tem shall be the same as Council Members, unless said President Pro Tem is serving on Mayor's Court, in which case they shall receive additional salary as set forth below.

C. ADDITIONAL SALARY FOR PRESIDING OVER MAYOR'S COURT

The additional annual salary of the mayor and/or the president pro tem and/or the designated council member who is regularly scheduled to preside in Mayor's Court, averaging two court sessions per month, shall be Seven Thousand One Hundred Sixty dollars and Seventy-Three cents ($7,160.73) paid bi-weekly.

Section 2. The salary changes shall be effective as of January 1, 2027.

Section 3. Actively serving council members may elect to enroll in city-sponsored health insurance at the time of open enrollment or upon a qualifying life event. The available benefits and cost of insurance provided to council members shall be the same as is offered to city full-time non-bargaining employees.

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 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 VI, Section 6.07(B) of the New Albany Charter, this ordinance shall be in effect thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2027.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:
Prepared: 10/26/2026
Introduced: 11/17/2026
Revised:
Adopted:
Effective:

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-31-2026

ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2027, AND TO CREATE THE DEPARTMENT OF INNOVATION & TECHNOLOGY

WHEREAS, Ohio Revised Code §5705.38(A) requires the taxing authority of each political subdivision to pass an annual appropriation measure on or about the first day of each year; and

WHEREAS, council for the city of New Albany, state of Ohio, wishes to fund the city's current expenses and other expenditures during fiscal year 2027; and

WHEREAS, the New Albany Charter, last revised by the 2019 Charter Review Commission and approved by voters during the election on November 5, 2019, states that council has the authority to create, modify, and abolish departments that are not specifically established by the charter, as outlined in Article IV, Section 4.02(B)(2).

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. To provide for the current expenses and other expenditures within the 2027 Annual Budget Program of the city of New Albany during the fiscal year ending December 31, 2027, the annual sums as follows are hereby set aside and appropriated:

Fund	Department	Category	Amount
General	Police	Personal Services	11,640,747
General	Police	Operating and Contractual Services	1,082,225
General	Mayor's Court	Personal Services	700
General	Mayor's Court	Operating and Contractual Services	395,450
General	Community Development	Personal Services	4,988,866
General	Community Development	Operating and Contractual Services	3,826,400
General	Public Service	Personal Services	6,825,166
General	Public Service	Operating and Contractual Services	6,072,416
General	Land & Building Maintenance	Personal Services	990,085
General	Land & Building Maintenance	Operating and Contractual Services	4,553,100

Fund	Department	Category	Amount
General	Council	Personal Services	571,884
General	Council	Operating and Contractual Services	110,350
General	Administrative Services	Personal Services	1,471,569
General	Administrative Services	Operating and Contractual Services	372,450
General	Strategic Initiatives	Personal Services	1,968,871
General	Strategic Initiatives	Operating and Contractual Services	2,096,847
General	Innovation & Technology	Personal Services	1,379,736
General	Innovation & Technology	Operating and Contractual Services	133,200
General	Finance	Personal Services	1,904,508
General	Finance	Operating and Contractual Services	2,368,300
General	Legal	Personal Services	500
General	Legal	Operating and Contractual Services	427,500
General	General Administration	Personal Services	633,350
General	General Administration	Operating and Contractual Services	5,263,200
General	N/A	Transfers & Other Financing Uses	33,426,052
		Total General Fund	92,503,472

Fund	Department	Category	Amount
Severance Liability	General Administration	Personal Services	250,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	155,000
Street Construction, Maintenance & Repair	N/A	Capital	500,000
State Highway	Public Service	Operating and Contractual Services	20,000
State Highway	N/A	Capital	20,000
Permissive Tax	Public Service	Operating and Contractual Services	175,000
Permissive Tax	N/A	Capital	30,000
Alcohol Education	Police	Operating and Contractual Services	1,000
Drug Use Prevention Program Grant	Police	Personal Services	15,000
Drug Use Prevention Program Grant	Police	Operating and Contractual Services	10,000
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
OneOhio Opioid	Police	Operating and Contractual Services	10,000
K-9 Patrol	Police	Personal Services	17,500
K-9 Patrol	Police	Operating and Contractual Services	8,000
Safety Town	Police	Operating and Contractual Services	52,800
DUI Grant	Police	Personal Services	10,000
DUI Grant	Police	Operating and Contractual Services	2,000
Law Enforcement Assistance	Police	Personal Services	1,200

Fund	Department	Category	Amount
Cooperative Economic Development	Community Development	Operating and Contractual Services	50,000
Cooperative Economic Development	N/A	Transfers & Other Financing Uses	25,000
Economic Development (NACA)	Community Development	Operating and Contractual Services	5,280,000
Economic Development (NACA)	Public Service	Operating and Contractual Services	735,000
Economic Development (NACA)	N/A	Transfers & Other Financing Uses	30,200
Economic Development (NAECA)	N/A	Transfers & Other Financing Uses	3,994,884
Hotel Excise Tax	Community Development	Operating and Contractual Services	300,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	1,926,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	434,038
Hinson Amphitheater Fund	General Administration	Operating and Contractual Services	42,211
Alcohol Indigent	Mayor's Court	Operating and Contractual Services	1,000
Mayor's Court Computer	Mayor's Court	Operating and Contractual Services	1,000
Court Special Projects	Mayor's Court	Operating and Contractual Services	1,000
Clerk's Office Computer	Mayor's Court	Operating and Contractual Services	1,000
Subdivision Development	Community Development	Operating and Contractual Services	2,000,000
Subdivision Development	Public Service	Operating and Contractual Services	1,000,000
Builder's Escrow	Community Development	Operating and Contractual Services	1,600,000
Oak Grove EOZ	Community Development	Operating and Contractual Services	4,060,157
Central College EOZ	Community Development	Operating and Contractual Services	2,003,001
Oak Grove II EOZ	Community Development	Operating and Contractual Services	8,424,374
Blacklick EOZ	Community Development	Operating and Contractual Services	4,827,833
Windsor TIF	General Administration	Operating and Contractual Services	955,000
Windsor TIF	N/A	Capital	7,000,000
Windsor TIF	N/A	Transfers & Other Financing Uses	724,773
Wentworth Crossing TIF	General Administration	Operating and Contractual Services	165,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	160,000
Hawksmoor TIF	General Administration	Operating and Contractual Services	88,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	127,201
Enclave TIF	General Administration	Operating and Contractual Services	32,000
Enclave TIF	N/A	Transfers & Other Financing Uses	30,000
Saunton TIF	General Administration	Operating and Contractual Services	72,000
Saunton TIF	N/A	Transfers & Other Financing Uses	120,000
Richmond Square TIF	General Administration	Operating and Contractual Services	95,000
Richmond Square TIF	N/A	Transfers & Other Financing Uses	88,381
Tidewater I TIF	General Administration	Operating and Contractual Services	205,000
Tidewater I TIF	N/A	Transfers & Other Financing Uses	300,000

Fund	Department	Category	Amount
Ealy Crossing TIF	General Administration	Operating and Contractual Services	190,000
Ealy Crossing TIF	N/A	Transfers & Other Financing Uses	225,000
Upper Clarenton TIF	General Administration	Operating and Contractual Services	268,000
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	297,350
Balfour Green TIF	General Administration	Operating and Contractual Services	14,000
Balfour Green TIF	N/A	Transfers & Other Financing Uses	24,130
Straits Farm TIF	General Administration	Operating and Contractual Services	206,000
Straits Farm TIF	N/A	Transfers & Other Financing Uses	25,200
Oxford TIF	General Administration	Operating and Contractual Services	85,000
Schleppi (Residential) TIF	General Administration	Operating and Contractual Services	170,000
Schleppi (Residential) TIF	N/A	Transfers & Other Financing Uses	270,000
Blacklick TIF	General Administration	Operating and Contractual Services	2,238,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	271,411
Blacklick II TIF	General Administration	Operating and Contractual Services	15,700
Village Center TIF	General Administration	Operating and Contractual Services	728,000
Village Center TIF	N/A	Transfers & Other Financing Uses	450,000
Research & Technology District TIF	General Administration	Operating and Contractual Services	55,000
Oak Grove II TIF (Licking)	General Administration	Operating and Contractual Services	400,000
Oak Grove II TIF (Licking)	N/A	Transfers & Other Financing Uses	3,632,635
Village Center II TIF	General Administration	Operating and Contractual Services	7,500
Oak Grove II TIF (Franklin)	General Administration	Operating and Contractual Services	400,000
Village Center II TIF	N/A	Transfers & Other Financing Uses	441,662
		Total Special Revenue Funds	**58,593,391**

Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	20,239,025
		Total Debt Service Funds	**20,239,025**

Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	29,300,000
Capital Improvement	Finance	Operating and Contractual Services	200,000
Village Center Improvement	N/A	Capital	3,800,000
Village Center Improvement	Finance	Operating and Contractual Services	25,000
Village Center Improvement	N/A	Transfers & Other Financing Uses	250,000
Park Improvement	N/A	Capital	31,300,000
Park Improvement	Finance	Operating and Contractual Services	50,000
Water & Sanitary Sewer Improvement	N/A	Capital	8,500,000

Fund	Department	Category	Amount
Bond Improvement	Finance	Operating and Contractual Services	20,000
Bond Improvement	N/A	Capital	23,593,633
Infrastructure Replacement	Finance	Operating and Contractual Services	30,000
Capital Equipment Replacement	N/A	Capital	2,400,000
Oak Grove II Infrastructure	N/A	Capital	9,000,000
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	120,000
Economic Development Capital	N/A	Capital	45,725,000
Economic Development Capital	General Administration	Operating and Contractual Services	50,000
		Total Capital Projects Funds	**154,363,633**
		Total All Funds	**325,699,521**

Section 2. To affect the purposes of the foregoing appropriations, the city manager is authorized to enter into agreements on such terms determined in the city manager's discretion, consistent with all other ordinances and resolutions in effect and enacted from time to time.

Section 3. The director of finance is authorized to allocate the appropriations for a department within activities. Except as provided in Section 4, Section 5, and Section 6, the director of finance is authorized to approve transfers between activities, provided that funds may not be transferred between appropriation line items.

Section 4. The director of finance is authorized to transfer up to $10,000 per quarter between appropriation line items, provided that such transfers are within the same fund and department, where applicable.

Section 5. The director of finance is authorized to transfer appropriations between the General Fund and various special revenue funds, which include the Police and Mayor's Court departments, provided that such transfers are for an expense that meets the restrictions of the said fund or funds, where applicable.

Section 6. The director of finance is authorized to transfer appropriations between the Public Service and Land & Buildings Maintenance budget departments as needed while operating under a single Public Service Department.

Section 7. The approval of this appropriation ordinance establishes the department of Innovation & Technology and the director of innovation & technology, who shall serve at the pleasure of the city manager.

Section 8. 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 9. Pursuant to Article VI, Section 6.07(A) of the New Albany Charter, this ordinance shall be in effect on and after the earliest period allowed by law.

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:	11/03/2026
Introduced:	11/17/2026
Revised:	11/23/2026
Adopted:	
Effective:	

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-32-2026

AN ORDINANCE TO AMEND CHAPTER 1153 OF THE PLANNING AND ZONING CODE OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, the New Albany Community Development Department has recommended amendments to Sections 1153.02 and 1153.03 of the Codified Ordinances of the city of New Albany to permit public fleet parking facilities within the applicable zoning districts; and

WHEREAS, the amendments establish public fleet parking facilities as a new permitted use and provide associated development and operational standards to regulate such facilities within the city of New Albany; and

WHEREAS, the New Albany 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 November 16, 2026.

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

Section 1. Council hereby amends portions of codified ordinance chapter 1153 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 _____ 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:	11/06/2026
Introduced:	11/17/2026
Revised:	11/20/2026
Adopted:	
Effective:	

Exhibit A – O-32-2026

CHAPTER 1153 LI LIMITED INDUSTRIAL AND GE GENERAL EMPLOYMENT DISTRICTS[1]

1153.01 PURPOSE.

(a) These regulations are established to provide for a range of industrial and other employment-generating activity, while protecting the health, safety and welfare of the users of the district and residents of the City. Two (2) separate industrial districts are established.

(1) LI - Limited Industrial District. This district provides areas where most industrial and industrial related activities may locate. Retail activities are limited and residential uses are prohibited. The district is intended for areas which are primarily undeveloped, having larger lots and irregular block patterns.

(2) GE - General Employment District. This district provides areas for a wider range of employment opportunities. The district allows for a more restricted range of industrial activities, but a wider range of office, business and retail uses. As with the LI District, this district is intended for areas which are primarily undeveloped.

(b) Nothing in this Chapter shall limit the authority of City Council to also adopt a limited overlay district in the LI - Limited Industrial or GE - General Employment District as provided in Chapter 1160.

(Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. 20-2008. Passed 7-15-08; Ord. O-15-2011. Passed 8-16-11; Ord. O-07-2015. Passed 3-3-15; Ord. O-37-2025. Passed 9-16-25.)

1153.02 PERMITTED AND CONDITIONAL ACTIVITIES.

Permitted and conditional activities in each district are as shown on the following table. Descriptions and characteristics of activity categories listed are contained in Section 1153.03.

Activity	District	
	LI	GE
Industrial Categories		
• Industrial Product Sales	P	C
• Industrial Service	P	C
• Industrial Manufacturing and Assembly	C	C
• Manufacturing and Production	P	P
• Warehouse and Distribution	P	P
• Research and Production	P	P
• General Office Activities & Data Centers	C	P
• Personal Service	C	P
• Retail Product Sales and Service	C	P

[1]Cross reference(s)—Districts established - see P. & Z. Ch. 1125;
Noxious or offensive odors - see GEN. OFF. 521.09

• Vehicle Service	P	P
Other Activities		
• Radio/Television Broadcast Facility	P	C
• Off-Premises Signs	P	P
• Sexually Oriented Businesses	N	P
• Religious exercise facilities and related uses	P	P
• Car fleet and truck fleet parking	C	C
• Public fleet parking facility	P	P
• Park-and-Ride Facility	P	P
• Limited Educational Institutions	N	C
P = Permitted Activity		
C = Conditional Activity		
N = Not Permitted or Conditional		

(Ord. 36-2003. Passed 1-13-04; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. 20-2008. Passed 7-15-08; Ord. O-15-2011. Passed 8-16-11; Ord. O-15-2013. Passed 6-4-13; Ord. O-07-2015. Passed 3-3-15; Ord. O-16-2021. Passed 4-20-21; Ord. O-03-2022. Passed 3-1-22.)

1153.03 ACTIVITY CATEGORIES FOR INDUSTRIAL AND GENERAL EMPLOYMENT DISTRICTS.

(a) Industrial and General Employment Categories.

(1) Industrial product sales.

A. Characteristics. Firms are involved in the sale, rent or lease of products generally intended for industrial or commercial users. Sales may be wholesale or retail. Emphasis is on on-site sales or order taking and may include display areas. Products may be delivered to the customer.

B. Accessory activities. Accessory activities may include administrative offices, product repair, and warehouses.

C. Examples. Industrial product sales activities may include: sale of machinery, and equipment, special trade tools, electrical supplies, janitorial supplies, restaurant equipment, office furniture, and store fixtures. Industrial product sales also include industrial equipment and vehicle rentals.

D. Exceptions. Firms that primarily engage in retail sales to the general public are classified as retail product, sales and service.

(2) Industrial service.

A. Characteristics. Firms are engaged in the repair or servicing of industrial, business or consumer machinery, equipment or products. Few customers especially the general public, come to the site.

B. Accessory activities. Accessory activities may include administrative offices.

C. Examples. Industrial service activities may include welding shops; machine shops; tool and appliance repair; electric motor repair, truck and large equipment repair, storage and salvage; headquarters for building, heating, plumbing, or electrical contractors; printing, publishing and blueprinting; janitorial and building maintenance services; laundry, dry-cleaning, and carpet cleaning plants; and photofinishing laboratories.

(3) Industrial manufacturing and assembly.

A. Characteristics. Firms are involved in heavy manufacturing, processing, fabrication, packaging, or assembly of goods for industrial or construction industries. Raw, secondary, or partially completed

materials may be used. Goods are generally not displayed or sold on-site. Relatively few customers come to the manufacturing site.

B. Accessory activities. Accessory activities may include administrative offices, cafeterias, employee recreational facilities, warehouse, storage yards, outlets, and caretaker's quarters. Retail outlets as an accessory to industrial manufacturing and assembly plants shall be treated as retail product sales and service.

C. Examples of heavy industrial manufacturing and assembly include, but are not limited to, metal stamping; pressing and buffing; tool and die shops; machine, sheet metal and welding shops; construction related and building material manufacturing (including milling, planning and joining); vehicle and/or vehicle part manufacturing and fabrication; construction equipment and/or construction equipment part manufacturing; recycling or creation of materials, textiles, lumber, paper, rubber, batteries, etc.

(4) Manufacturing and production.

A. Characteristics. Firms are involved in the manufacturing, processing, packaging, or assembly of goods or materials using clean or advanced automated or semi-automated technology. Raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on-site. Relatively few customers come to the manufacturing site.

B. Accessory activities. Accessory activities may include administrative offices, cafeterias, employee recreational facilities, warehouse, storage yards, outlets, caretaker's quarters, scientific research facilities, and medical and dental laboratories. Retail outlet as an accessory to manufacturing plants shall be treated as retail product sales and service.

C. Exceptions. Manufacturing of goods to be sold primarily on-site and to the general public are classified in the retail product sales and service category. Manufacturing of products related to research activities under Section 1153.03(a)(5).

(5) Warehouse and distribution.

A. Characteristics. Firms are involved in the movement, storage and/or sales of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer. The category includes wholesale sales which are not open to the general public and where on-site sales are low.

B. Accessory activities. Accessory activities may include administrative offices, truck fleet parking and maintenance areas, repackaging of goods, and showrooms or display areas, but generally not for direct sale.

C. Examples. Warehouse and distribution firms may include warehouse used by retail stores such as furniture and appliance stores; food and hardware distributors; household moving and general freight storage; distribution of industrial items; building materials, plumbing and electrical distributors; truck terminals; parcel services; major post offices; mail order houses; and public mini-warehouses.

(6) Research and production.

A. Characteristics. Firms engaged in research, synthesis, analysis, development and testing laboratories, including the fabrication, assembly, mixing and preparation of equipment, materials (raw and processed) and components incidental or convenient or necessary to the conduct of such activities. The category also includes production facilities that require the continual or recurrent application of research knowledge and activity as an integral part of the manufacturing process. Such production facilities may produce commercial quantities of products intended for wholesale sales and distribution. An allowed use in this district shall operate entirely within an enclosed

structure, emitting no vibrations, dust, smoke, noxious gas, odor or toxic fumes. Noise shall not be emitted past the property limits, if such sound levels exceed typical traffic background noise.

B. Accessory activities. Accessory activities may include administrative and executive offices for personnel engaged in general administrative, supervisory, purchasing, accounting and other functions related to office operations.

C. Examples. Firms engaged in pharmaceutical, food science, life science, medical, research, production, development, clinical testing facilities, synthesis, analysis, development, pharmaceutical compounding and testing laboratories; technology and biotechnology firms.

D. HVAC equipment, emergency power systems and similar operating equipment shall be screened from public rights-of-way and residential districts in accordance with Chapter 1171 of these Codified Ordinances.

(b) Sales and Service Categories.

(1) General office activities and data centers.

A. Characteristics. Firms where activities are conducted in an office setting and generally focus on business or personal services. If the office activity is part of a larger firm, it does not need to be on the same site as the primary activity. Most people coming to the site are employees.

B. Accessory activities. Accessory uses may include: cafeterias, health facilities, or other amenities primarily for the use of employees in the firm or building.

C. Examples. Examples include professional services such as lawyers, accountants, engineers, or architects; financial businesses such as brokerage houses, lenders, or realtors; data-processing; sales offices; industrial or commercial company headquarters when not adjacent with other portions of the firm; and government offices.

(2) Personal service.

A. Characteristics. These establishments provide on-site personal services or entertainment to the general public or business person.

B. Accessory activities. Accessory uses may include administrative offices, product sales and laboratories.

C. Examples. Examples include barbers, hair salons and personal care services; banks, savings and loans, and credit unions; continuous entertainment activities such as arcades, bowling alleys, ice rinks libraries, and museums; cafes, restaurants, bars, and taverns, day care facilities; laundromats; business and trade schools; dance and martial arts schools; health clubs, gyms, racquet centers, membership clubs, and lodges; medical related offices such as doctors, dentists, optometrist and veterinarians; public service agencies such as employment offices, social service agencies, and permit issuing offices.

(3) Retail product sales and service.

A. Characteristics. Firms are involved in the sale, lease or rent of used products or goods to the general public and/or provide on-site product repair or services for consumer and business goods. Goods are displayed and sold on-site, and use or consumption is primarily off-site. Goods are generally taken off-site by the customer at the time of sale or may be delivered by the firm. For items being serviced, customers generally deliver and pick up the items and spend little time at the site.

B. Accessory activities. Accessory uses may include: offices, storage and display of goods.

C. Examples. Examples include stores selling apparel, housewares, furniture, hardware, auto parts, flowers, personal care items, sporting goods, office products and machines, and computers; food, produce or meat markets; delicatessens and caterers; tool rental and household moving centers;

sales of cars, motorcycles, boats, and recreational vehicles; repair of TVs, appliances, shoes, precision instruments, and business machines; laundry or dry cleaning drop-off; on-site launderer; photo drop-off; quick printing or reproducing; tailors; locksmiths; upholsterers; and furniture refinishing.

D. Exceptions.

1. Lumber yards and similar building material sales which sell primarily to contractors and do not have a retail orientation are classified in the industrial product sales category.

2. Repair and service of consumer vehicles is classified in the vehicle service category. Repair of motor vehicles in conjunction with vehicle sale is classified in the vehicle service category.

3. Repair and service of industrial vehicles and equipment is classified in the industrial service category.

(4) Vehicle services.

A. Characteristics. Firms servicing automobiles, light trucks and other consumer vehicles such as motorcycles, boats and recreational vehicles.

B. Accessory activities. Accessory uses may include offices and sales of parts.

C. Examples. Examples may include gas stations, vehicle repair, auto body shop, alignment shop, auto upholstery shop, tire sales and mounting, towing and vehicle storage; and surface or garage fee parking.

(c) Other Activity Categories.

(1) Radio or television broadcast facility. Characteristics. Any and all devices, equipment, machinery, structures or supporting elements necessary to produce nonionizing, electromagnetic radiation within the range of frequencies from one hundred (100) KHz to three hundred (300) GHz and operating as a discrete unit to produce a signal or message.

(2) Off-premises signs. Subject to regulations of Section 1169.08.

(3) Sexually oriented businesses as defined, regulated and licensed by Chapter 743 entitled "Sexually Oriented Business Establishments" provided the proposed location of such use is more than seven hundred fifty (750) feet (as measured from property line to property line) from all of the following uses:

A. Any other place licensed to operate a sexually oriented business.

B. Any elementary school, middle school or high school.

C. Any child day-care center or nursery school.

D. Any park, playground, playfield or community center publicly owned or operated.

E. Any residential use or residential zoning district.

F. Any place licensed for the sale of beer or intoxicating liquor for consumption on the premises.

G. Any place of worship.

H. Any public library.

(4) Religious exercise facilities and related uses.

(5) Fleet parking. Shall only be used to park car fleets and truck fleets (fleet parking) providing services directly to and for the benefit of a primary business located on a contiguous real estate parcel as set forth herein. In addition to meeting all of the requirements of this chapter, fleet parking shall also require conditional use approval pursuant to Chapter 1115 of this Zoning Code.

A. Characteristics. Fleet parking is permitted only as a conditional use and only when used in conjunction with a contiguous parcel containing the primary business served by the fleet parking (primary business parcel). For the purposes of this chapter, contiguous shall mean that the proposed fleet parking parcel shares a contiguous boundary with the primary business parcel for a continuous length of at least fifteen percent (15%) of the perimeter of the property upon which fleet parking is proposed. The fleet parking parcel cannot be used as a junkyard, salvage yard, impound lot, or similar facility, or for car or truck vehicle repair or service, even if the permitted business use would allow such activities on the primary business parcel.

B. Location. Fleet parking shall be located on a parcel which is contiguous with the parcel that contains a permitted primary business associated with the parking area;

C. Justification. In addition to the conditional use provisions set forth in Chapter 1115 of this Zoning Code, an applicant for fleet parking must also demonstrate to the Planning Commission that sufficient space for fleet parking does not exist on the primary business parcel, and that it is not practicable to combine the proposed fleet parking parcel with the primary business parcel;

D. Setbacks. Fleet parking shall be set back from the public right-of-way at least forty (40) feet; and

E. Landscaping. Landscaping shall be provided as follows, subject to the approval of the City Landscape Architect or designee:

1. Car fleet parking:

a) A minimum three (3) foot tall mound but no greater than five (5) feet tall, shall be provided between the public right-of-way and parking area. The mound shall have a slope no steeper than 4:1 on that part of the slope that abuts the parking area. The mound shall have a slope no steeper than 9:1 that part of the slope that abuts the public right-of-way. If necessary due to site constraints and upon a showing of extenuating circumstances, the Planning Commission may approve a steeper slope as part of the conditional use approval for only that part of the slope that abuts the abuts the public right-of-way. In no instance, however, shall the Planning Commission approve a slope steeper than 6:1 for that part of the slope.

b) The mound shall be planted with deciduous shade trees at the rate of ten (10) trees per one hundred (100) linear feet. Some evergreen trees may be used as appropriate in the context of the location and to the design intent of the site, subject to City Landscape Architect approval. Trees shall be planted with random spacing (naturalized) within tree groupings approximately eight (8) to fifteen (15) feet on center.

c) Trees planted on the mound facing public right-of-way shall be located as follows: Trees shall be planted in naturalized massings. Massings shall include no less than three (3) trees and no more than twenty-five (25) trees. No more than ten percent (10%) of massings shall include three (3) trees and no less than fifty percent (50%) of massings shall include less than eight (8) trees. Massings shall be separated by varying distances, from twenty (20) feet to fifty (50) feet. Massings shall be planted on upper ½ of mound, but staggered along contours to avoid the impression that trees are planted in a line.

d) Tree species shall be native to central Ohio and varied to promote diversity as follows: no given species shall account for more than twenty percent (20%) of the overall quantity of trees. At least five (5) different species shall be used. Tree plant lists must be submitted for review.

2. Truck fleet parking:

a) A minimum nine (9) foot mound but no greater than fifteen (15) foot tall shall be provided between the public right-of-way and parking area. The mound shall have a slope no steeper than 4:1 on that part of the slope that abuts the parking area. The mound shall have a slope no steeper than 9:1 that part of the slope that abuts the public right-of-way. If necessary due to site constraints and upon a showing of extenuating circumstances, the Planning Commission may approve a steeper slope as part of the conditional use approval for only that part of the slope that abuts the public right-of-way. In no instance, however, shall the Planning Commission approve a slope steeper than 6:1 for that part of the slope.

b) The mound shall be planted with deciduous shade trees at the rate of twelve (12) trees per one hundred (100) linear feet. Some evergreen trees may be used as appropriate in the context of the location and to the design intent of the site, subject to City Landscape Architect approval. Trees shall be planted with random spacing within tree groupings approximately eight (8) to fifteen (15) feet on center.

c) Trees planted on the mound facing public right-of-way shall be located as follows: Trees shall be planted in naturalized massings. Massings shall include no less than three (3) trees and no more than twenty-five (25) trees. No more than ten percent (10%) of massings shall include three (3) trees and no less than fifty percent (50%) of massings shall include less than eight (8) trees. Massings shall be separated by varying distances, from twenty (20) feet to fifty (50) feet. Massings shall be planted on upper ½ of mound, but staggered along contours to avoid the impression that trees are planted in a line.

d) Tree species shall be native to central Ohio and varied to promote diversity as follows: no given species shall account for more than twenty percent (20%) of the overall quantity of trees. At least five (5) different species shall be used. Tree plant lists must be submitted for review.

(6) Public fleet parking facility. Shall only be used to park buses, maintenance vehicles, or service vehicles providing services directly to and for the benefit of a public use, as set forth herein. Buildings and other structures associated with and necessary to support the permitted public fleet parking facility are also permitted, provided such buildings and structures are used solely in connection with the public use and comply with all applicable zoning and development standards. Electric vehicle charging equipment and related infrastructure serving vehicles associated with the public use are permitted as an accessory use to a public fleet parking facility.

A. Characteristics. Public fleet parking facilities are permitted only when used in conjunction with a public use. "Public use" means a public school district facility, public agency facility, or other tax-exempt governmental use. Unlike fleet parking under Subsection (5), public fleet parking need not be located on a parcel contiguous to the public use it serves. Buildings and structures associated with the public fleet parking facility may include, but are not limited to, buildings used for fleet operations, administrative functions, storage, and routine maintenance of the public use's own fleet. The public fleet parking parcel cannot be used as a junkyard, salvage yard, impound lot, or similar facility, or for vehicle repair or service beyond routine maintenance (e.g., fueling, washing, minor upkeep) of the public use's own fleet.

B. Location. Public fleet parking facilities are not required to be located on a parcel contiguous to the parcel containing the public use it serves, provided all other requirements of this section are met. The maximum lot acreage shall be no more than 25 acres.

C. Eligibility. An applicant for public fleet parking facilities shall demonstrate to the Zoning Administrator, as part of zoning certificate review, that:

1. The use qualifies as a public use under Subsection A above; and

2. The fleet parking serves only vehicles owned or operated by that public use in direct furtherance of its public service function.

D. Setbacks. Public fleet parking and buildings shall be set back from the public right-of-way at least forty (40) feet, and at least twenty-five feet from other boundaries.

E. Landscaping. Landscaping shall be provided in accordance with the standards set forth in Subsection E.2 (Truck fleet parking) of this section, subject to the approval of the City Landscape Architect or designee.

~~(6)~~(7) Park-and-ride facility. A facility providing daily parking as the principle use which may include accessory shelters for mass transit passengers or carpooling that typically includes parking lots and associated structures located along or near public transit routes.

~~(7)~~(8) Limited educational institutions.

A. Characteristics. Facilities offering educational courses and having no rooms regularly used for housing or sleeping of students, including:

1. Secondary schools.

2. Higher education institutions including junior colleges, community colleges, colleges, and universities.

B. Accessory activities. Ancillary uses typical of that found on a school campus including, but not limited to, parking lots, signs, gymnasiums, auditoriums, cafeterias, administrative offices, and indoor or outdoor recreational facilities.

(Ord. 36-2003. Passed 1-13-04; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. 20-2008. Passed 7-15-08; Ord. O-15-2011. Passed 8-16-11; Ord. O-15-2013. Passed 6-4-13; Ord. O-07-2015. Passed 3-3-15; Ord. O-16-2021. Passed 4-20-21; Ord. O-03-2022. Passed 3-1-22.)

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-33-2026

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 0.3 +/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Aaron Underhill, agent for petitioner, with the Licking County Board of Commissioners on September 14, 2026; and

WHEREAS, the foregoing Resolution #26-0696-COMM of the Licking County Commissioners granting the petition, along with the transcript, was delivered to the city of New Albany on September 28, 2026, and more than sixty (60) days have elapsed since the foregoing resolution and transcript were transmitted to New Albany; and

WHEREAS, pursuant to the Road Maintenance Agreement between New Albany and Jersey Township signed on May 4, 2016, and authorized by Resolution R-21-2016, New Albany assumed responsibility for the maintenance and improvements of the section of 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, pursuant to New Albany Codified Ordinance 1125.06, all future qualifying annexed properties shall be added to the applicable New Community Authority as described therein and are 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 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 106.4 +/- acres, which is contiguous to the city of New Albany, is hereby accepted, and the corporate boundaries of the city of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2. An accurate map of the territory attached as Exhibit B, 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 New Albany for sixty (60) days prior to being presented to this council as required by law, and are hereby accepted.

Section 3. New Albany City Council hereby accepts the annexation of a 106.4 +/-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 New Albany Charter, this ordinance shall be effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2026.

Attest:

_____
Sloan T. Spalding
Mayor

_____
Jennifer H. Mason
Clerk of Council

Approved as to form:

Legislation dates:	
Prepared:	11/10/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

_____
Benjamin S. Albrecht
Law Director

CERTIFICATION BY CLERK OF COUNCIL OF PUBLICATION OF LEGISLATION

I certify that copies of Ordinance **O-33-2026** were posted in accordance with Article VI, Section 6.12 of the New Albany Charter, for 30 days starting on _____, 2026.

_____
Jennifer Mason, Clerk of Council

_____
Date

Exhibit A - O-33-2026

EXHIBIT "A"
PROPOSED ANNEXATION OF
0.3 ± ACRE

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Section 15, Quarter Township 3, Township 2, Range 15, United States Military District, being part of that 80.176 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 199912010048766, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING in the centerline of Lucille Lynd Road SW at the southerly common corner of said 80.176 acre tract and that 7.910 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201910030021443, being in the northerly line of that 4.273 acre tract conveyed to Premier Storage of New Albany, LLC by deed of record in Instrument Number 202205170012301, and being an angle point in the City of New Albany Corporation Line as established by Ordinance O-18-2026, of record in Instrument Number 202608310017649;

Thence North 86° 39' 57" West, with said centerline, the line common to said 80.176 acre and 4.273 acre trats, a distance of 251.36 feet to a point in the City of New Albany Corporation Line as established by Ordinance O-30-2002, of record in Instrument Number 200210280040677, being the northeasterly corner of that 1.529 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201603150004905;

Thence North 03° 22' 12" East, with said City of New Albany Corporation Line (O-30-2002), across said Lucille Lynd Road and said 80.176 acre tract, a distance of 44.95 feet to a point in the northerly right-of-way line of Lucille Lynd Road;

Thence South 87° 23' 26" East, with said City of New Albany Corporation Line (O-30-2002), said northerly right-of-way line, and across said 80.176 acre tract, a distance of 251.11 feet to a point in the westerly line of said 7.910 acre tract, said City of New Albany Corporation Line (O-18-2026);

Thence South 03° 03' 05" West, across said Lucille Lynd Road, with the line common to said 80.176 acre and 7.910 acre tracts, and with said City of New Albany Corporation Line (O-18-2026) a distance of 48.12 feet to the POINT OF BEGINNING, containing 0.3 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 9/1/26

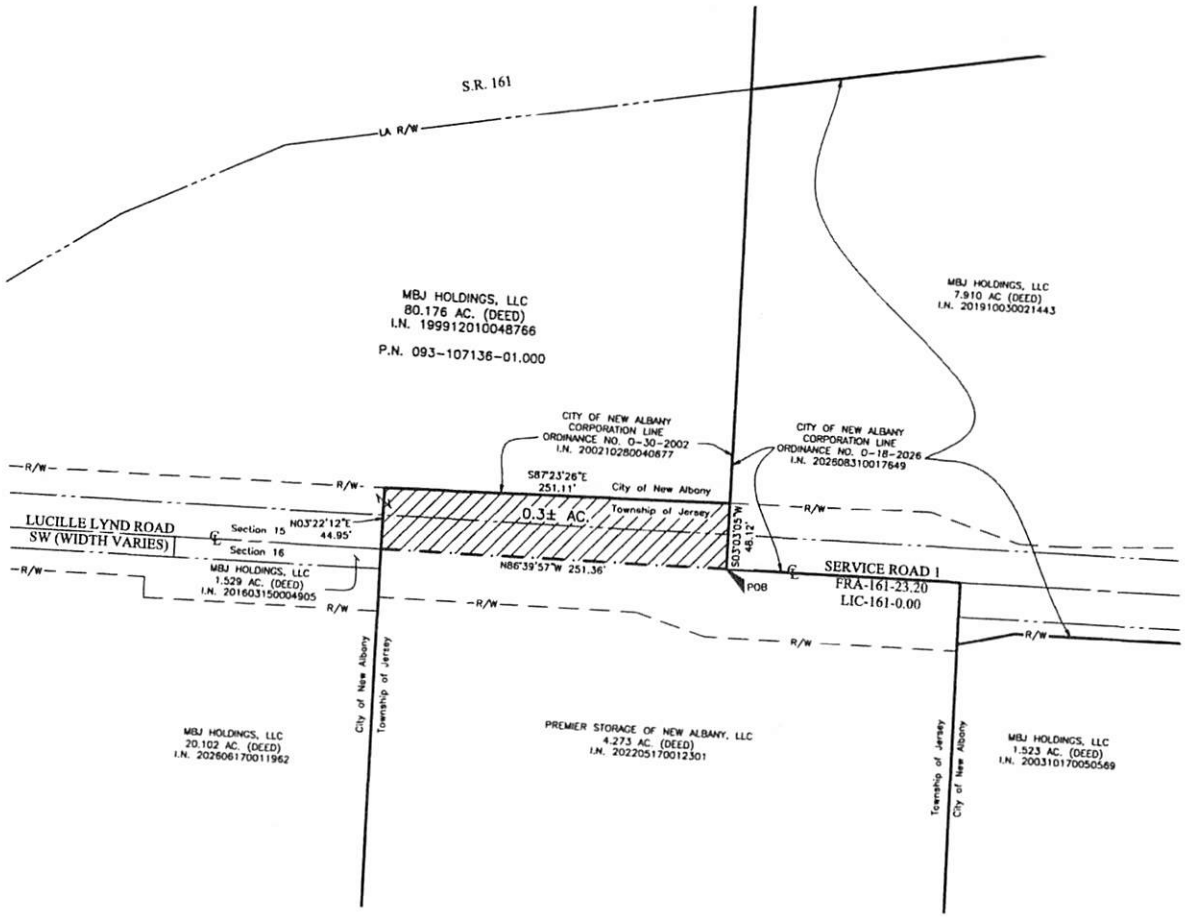
Heather L. King
Professional Surveyor No. 8307

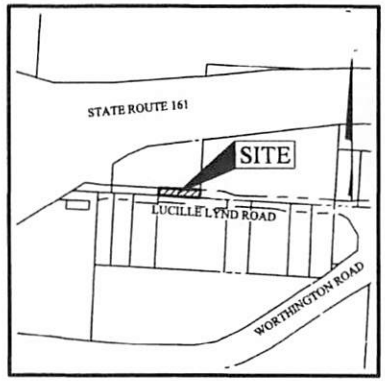
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PRE-APPROVAL
LICKING COUNTY ENGINEER
APPROVED ☑ CONDITIONAL ☐
APPROVED BY:
DATE: 9-15-26

Exhibit B - O-33-2026

EXHIBIT "B"
ANNEXATION OF 0.3± ACRES
TO THE CITY OF NEW ALBANY FROM THE TOWNSHIP OF JERSEY
SECTION 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

AREA TO BE ANNEXED
0.2.2.3

PROPOSED CITY OF NEW ALBANY CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

0 60
SCALE (in feet)

Contiguity Note:
Total perimeter of annexation area is 595.54 feet, of which 344.15 feet is contiguous with the City of New Albany giving 57.7% perimeter contiguity.

Proposed Annexation
of 0.3 ± 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

DRAFT

By _____ _____
Heather L. King Date
Professional Surveyor No. 8307
hking@emht.com

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date: August 28, 2026
Scale: 1" = 60'
Job No: 2026-0516
Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-34-2026

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 FROM THE GENERAL AND WINDSOR TIF FUNDS

WHEREAS, it is necessary to increase and/or transfer expenditure appropriations within multiple funds to ensure expenditures do not exceed appropriations;

WHEREAS, it is necessary to reduce certain expenditure appropriations in multiple funds at year-end to ensure that funds are not over-appropriated; and

WHEREAS, it is the city's intention to stay in compliance with all Ohio Revised Code budgetary requirements.

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. Council hereby authorizes the following amendments to appropriations for the year ended December 31, 2026:

Fund	Department	Category	Increase/ (Decrease)
101 - General	General Administration	Operating & Contractual Services	$ 266,500
101 - General	Finance	Operating & Contractual Services	110,000
101 - General	N/A	Transfers & Other Financing Uses	1,217,115
221 - Economic Development - NAECA	N/A	Transfers & Other Financing Uses	(10,000,000)
228 - Subdivision Development	Community Development	Operating & Contractual Services	1,000,000
228 - Subdivision Development	Public Service	Operating & Contractual Services	500,000
229 - Builder's Escrow	Community Development	Operating & Contractual Services	500,000
258 - Windsor TIF	N/A	Transfers & Other Financing Uses	237,644
401 - Capital Improvement	N/A	Capital	(1,100,000)
		Total Appropriation Amendments	$ (7,268,741)

Section 2. Council hereby authorizes the following transfers from the General and Windsor TIF fund:

From	To	Amount
101 - General	417 - Oak Grove II Infrastructure	$ 1,217,115
258 - Windsor TIF	301 - Debt Service	237,644
	Total Transfers	$ 1,461,759

Section 3. Council hereby authorizes the finance director to make transfers as needed between appropriation line items of funds to bring expenditures in line with appropriation line items and restore appropriations reduced within this ordinance, if necessary, to bring expenditures in line with appropriation line items.

Section 4. Council hereby authorizes the finance director to increase appropriations, as needed, up to $100,000 to accommodate unforeseen expenditures and ensure amounts remain within appropriations.

Section 5. Council hereby authorizes the finance director to adjust appropriations within the following funds in accordance with actual receipts received in 2026 to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2026:

Fund
223 - Oak Grove Economic Opportunity Zone
224 - Central College Economic Opportunity Zone
225 - Oak Grove II Economic Opportunity Zone
226 - Blacklick Economic Opportunity Zone
239 - Straits Farm TIF
240 - Oxford TIF
241 - Schleppi Residential TIF
259 - Village Center II TIF
280 - Hotel Excise Tax

Section 6. Council hereby authorizes the finance director to adjust appropriations within the following funds in accordance with actual expenditures in 2026 to ensure compliance with ORC 5705.40 and ORC 5705.41 for the fiscal year ended December 31, 2026:

Fund
228 - Subdivision Development
229 - Builders Escrow

Section 7. Council hereby authorizes the finance director to reduce appropriations within any fund to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2026, so long as compliance with ORC 5705.40 and ORC 5705.41 is maintained.

Section 8. 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 9. 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 _____ 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:	11/20/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

NEW ALBANY
COMMUNITY CONNECTS US

ORDINANCE O-35-2026

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 0.3+/- ACRES OF LAND GENERALLY LOCATED TO THE SOUTHEAST OF AND ADJACENT TO STATE ROUTE 161, FROM AGRICULTURAL (AG) TO LIMITED GENERAL EMPLOYMENT (L-GE) FOR AN AREA TO BE KNOWN AS "BEECH INTERCHANGE SOUTHEAST EXPANSION TOO 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 0.3 +/- acre site within Licking County, generally located to the southeast of and adjacent to State Route 161, from its current zoning of Agriculture (AG) to Limited General Employment (L-GE).

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 _____ 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:	11/20/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

Exhibit A - O-35-2026

BEECH INTERCHANGE SOUTHEAST EXPANSION TOO ZONING DISTRICT

LIMITATION (L-GE) TEXT

September 24, 2026

The Beech Interchange Southeast Expansion Zoning District Too (hereinafter, the "Zoning District") consists of 0.3+/- acres located to the southeast of the interchange at State Route 161 and Beech Road. A portion of the subject property contains pavement for Lucille Lynd Road and is burdened by a highway easement providing the general public with vehicular access through it, while the remainder is adjacent to a development site on the north that is zoned with L-GE use and development rights in the Beech Interchange Southeast Expansion Zoning District. Despite the completion of several annexations of surrounding land over the past two decades, it has only recently been discovered that this small tract remains unincorporated. It is now in the process of being annexed to the City. This application seeks to provide the 0.3-acre property with the same zoning rights as apply to adjacent property to the north.

I. Zoning Designation: L-GE, Limited General Employment District

II. 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:

1. 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 primarily to serve uses, users, or consumers that are not directly associated with such operational use(s) within the Zoning District;

2. 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

3. 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.

III. Lot and Setback Commitments:

A. Lot Coverage: There shall be a maximum lot coverage in this Zoning District of 75%.

B. Setbacks:

1. Lucille Lynd Road: There shall be a minimum pavement and building setback of 50 feet from the existing centerline of Lucille Lynd Road.

2. Elimination of Setbacks: 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.

IV. 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.

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

VI. 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. 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 and/or within the Beech Interchange Southeast Zoning District located near or adjacent to 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.

C. Street Trees: A street tree row shall be established along any private roads and shall contain one (1) tree for every thirty (30) feet of street frontage. 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.

D. 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.

E. 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.

VII. 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.

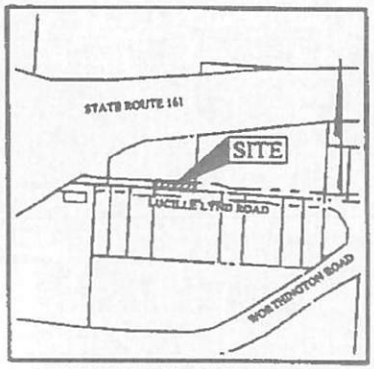
VIII. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.

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

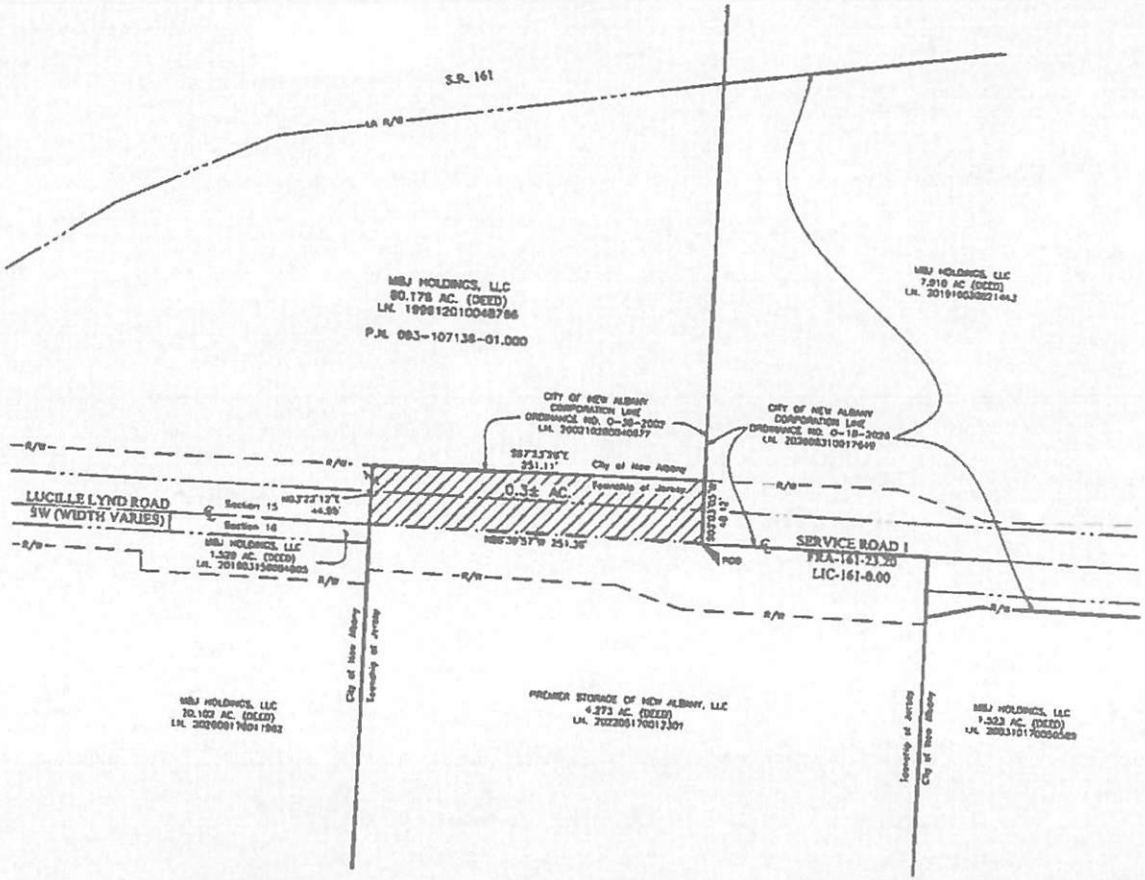
X. Noise Regulations: The Codified Ordinances currently contain provisions relating to sound which are broad, meaning that noise impacts are evaluated on a site-specific basis. Generally, the goal is to ensure that overall sound levels on a property following

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.

ZONING EXHIBIT 0.3± ACRES



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE



Proposed Annexation
of 0.3 ± 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

Removed for Record _____, 20___, at _____ (AM-PM) and recorded _____, 20___, in plat cabinets, pamphlets, 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

Contiguity Note:
Total perimeter of annexation area is 595.54 feet, of which 344.15 feet is contiguous with the City of New Albany giving 57.7% perimeter contiguity

0 60
SCALE (in feet)

By _____ Date
Heather L. King
Professional Surveyor No. 8307
hking@emht.com

EMHT
Stantec, Shoemaker, Haverfield & Hilliard, Inc.
Engineers • Surveyors • Planners • Scientists
8000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 800.759.0949
www.emht.com

Date:	August 28, 2026
Scale:	1" = 60'
Job No:	2026-0516
Sheet:	1 of 1

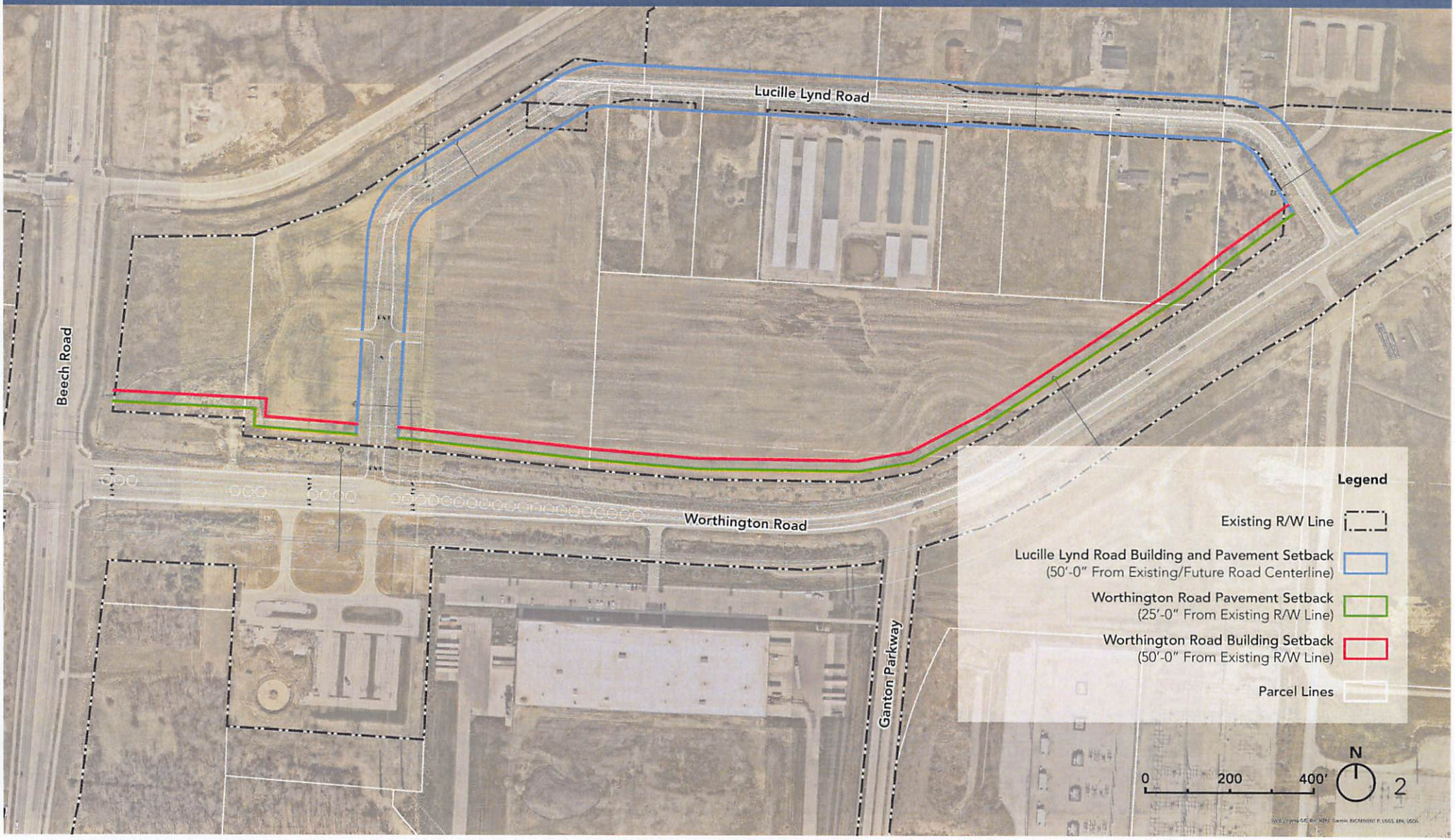
REVISIONS

MARK	DATE	DESCRIPTION

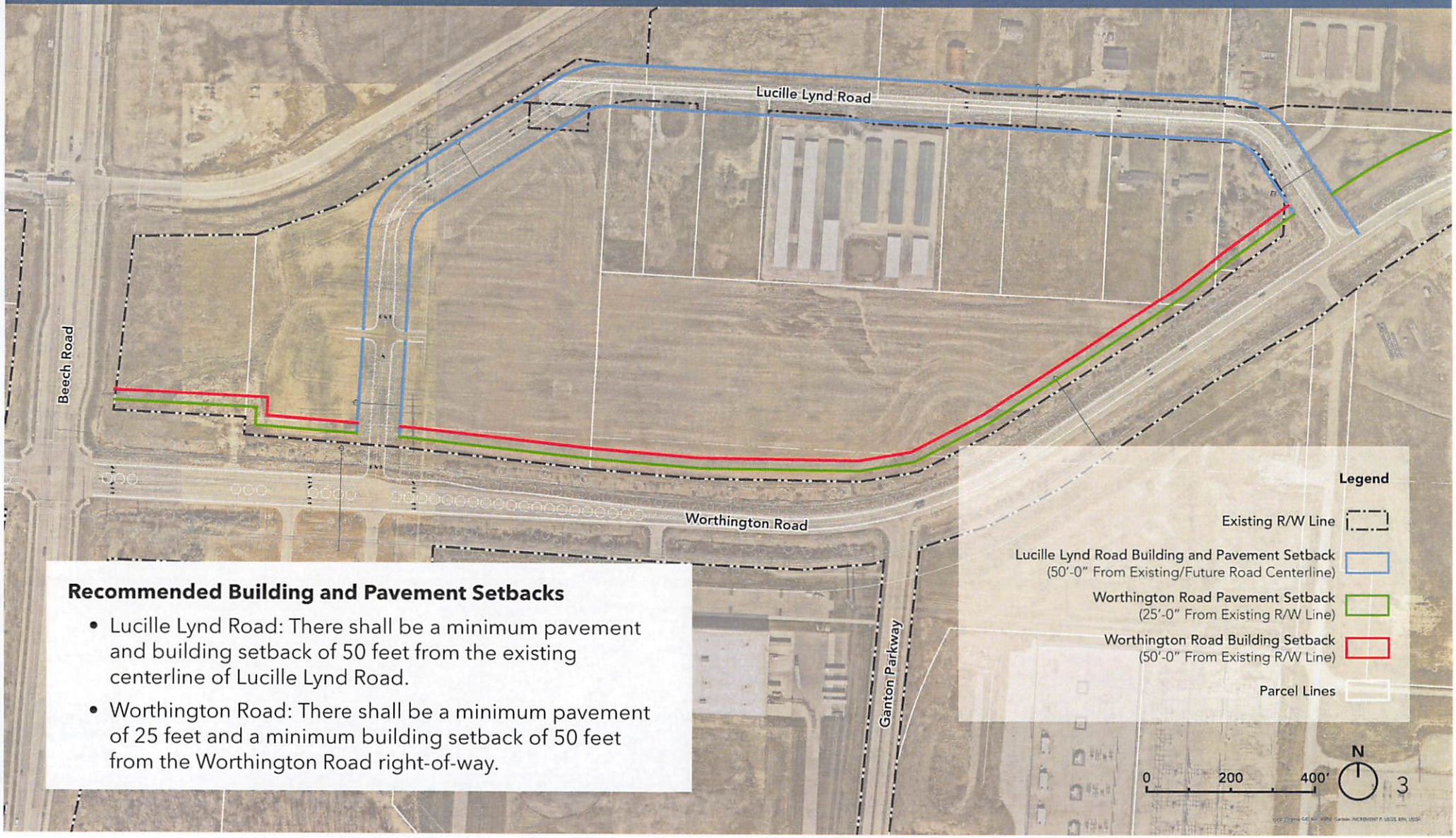
WORTHINGTON RD / LUCILLE LYND RD IMPROVEMENTS



SETBACK RECOMMENDATIONS



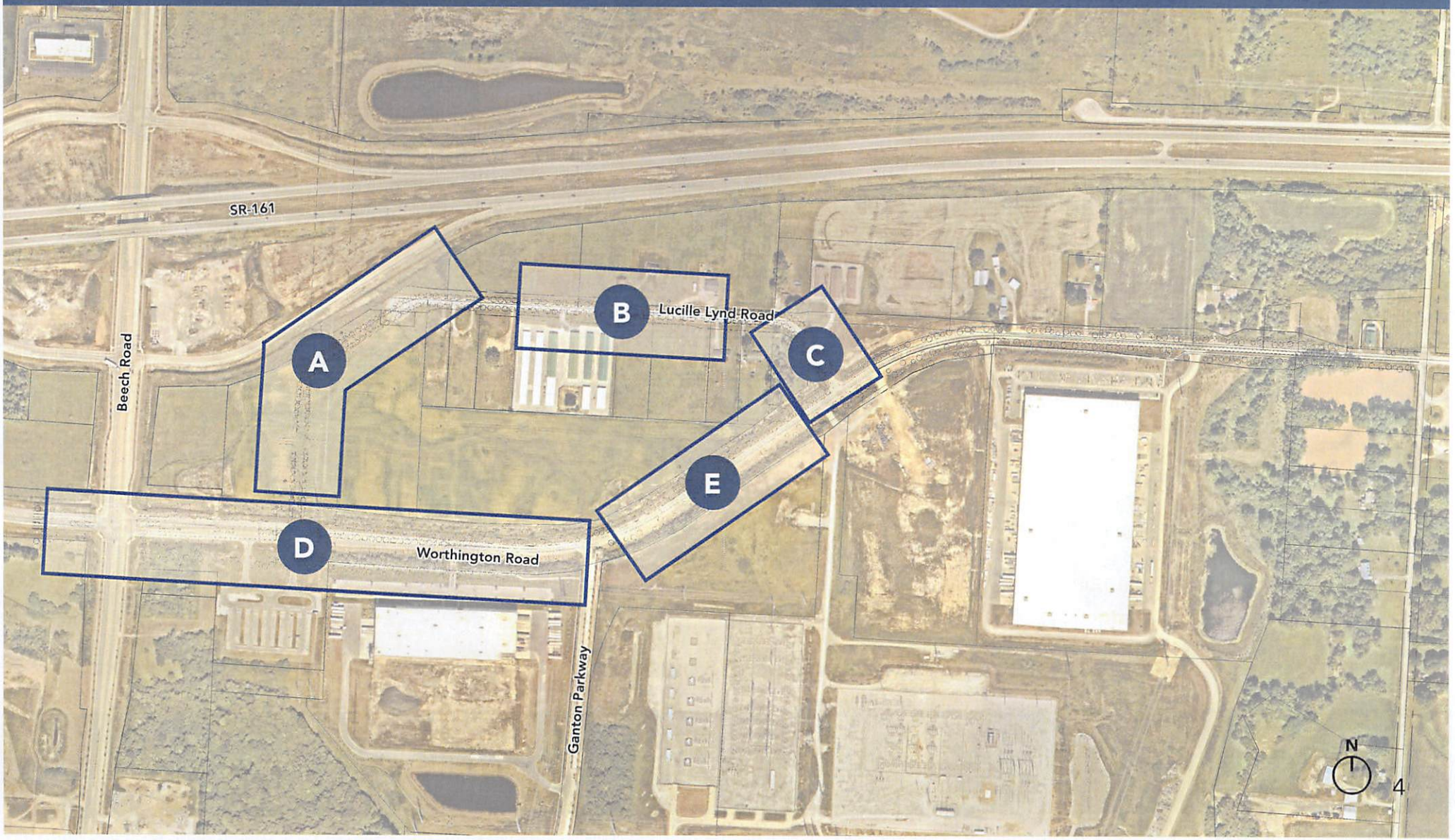
SETBACK RECOMMENDATIONS



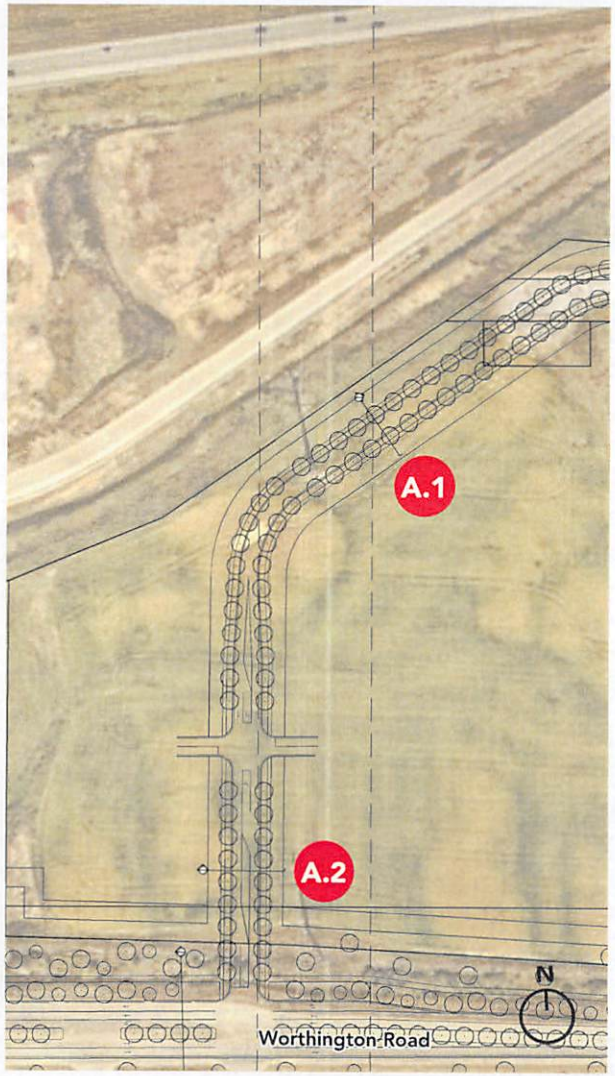
Recommended Building and Pavement Setbacks

- 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.

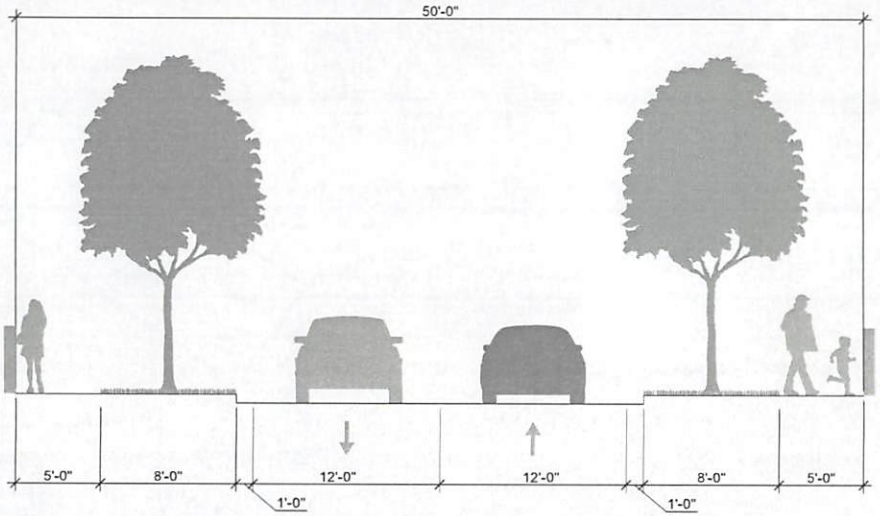
STUDY AREA ROAD SEGMENTS



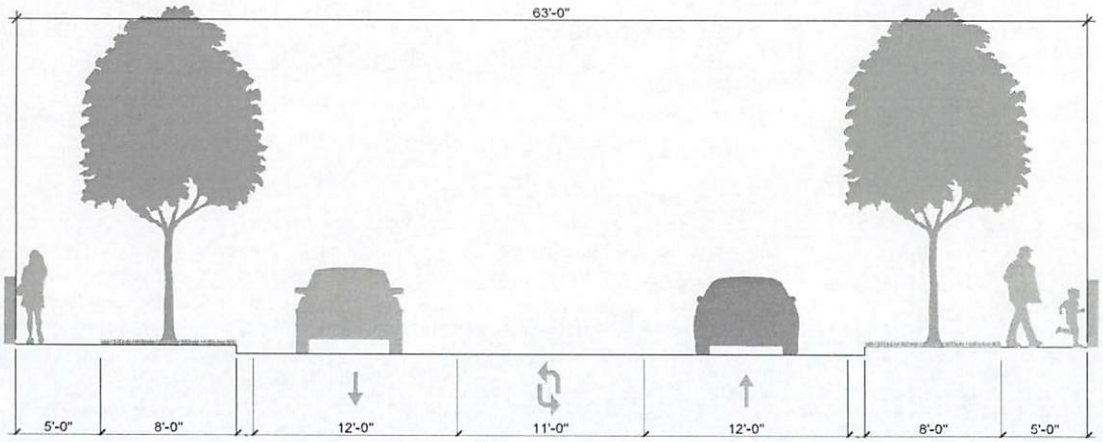
A. NEW LUCILLE LYND ROAD



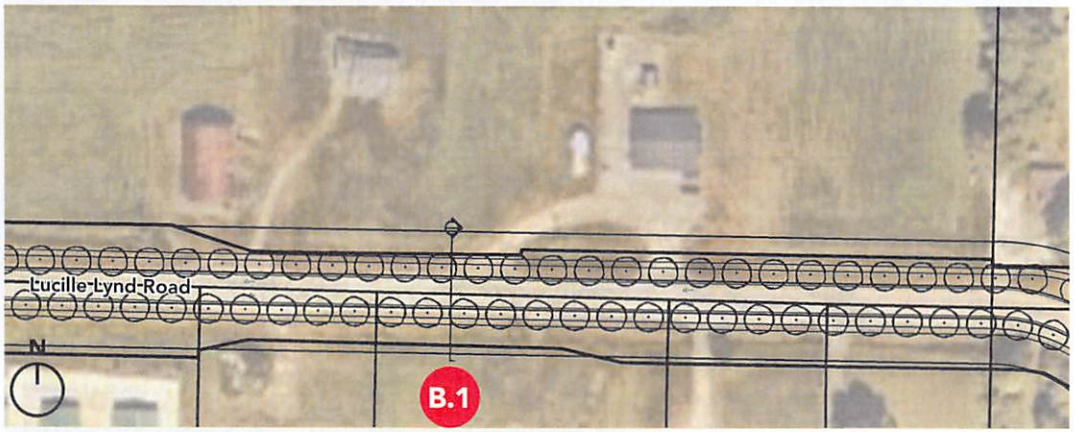
A.1 TRANSITION TO OLD LUCILLE LYND ROAD TYPICAL SECTION

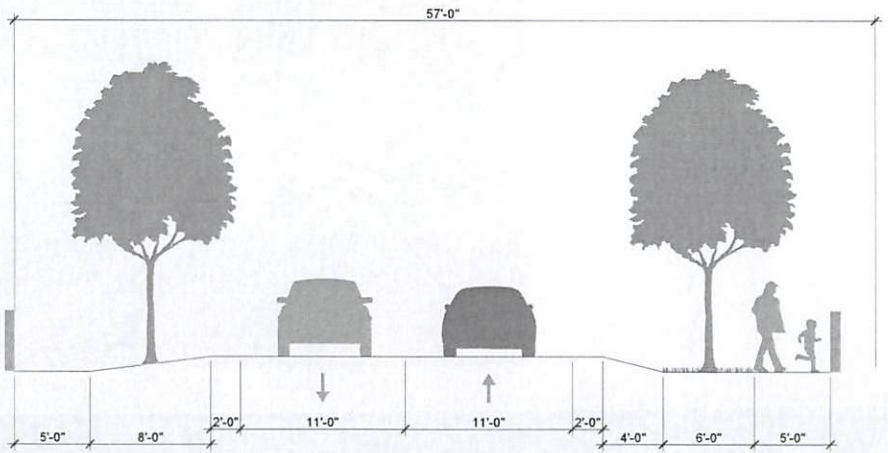


A.2 INTERSECTION ENTRY TYPICAL SECTION



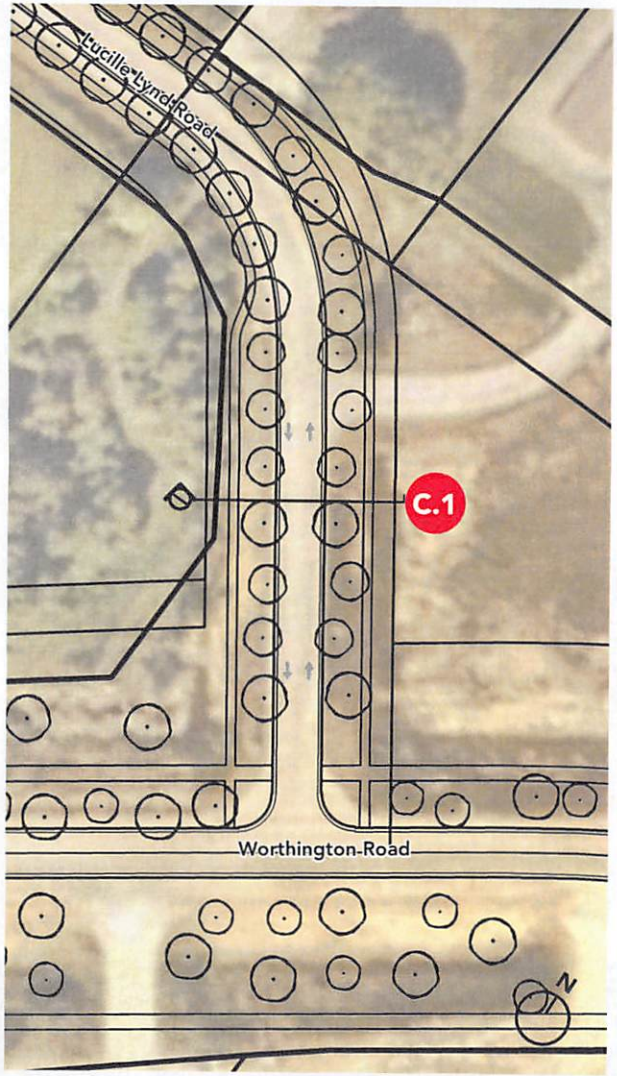
B. OLD LUCILLE LYND ROAD



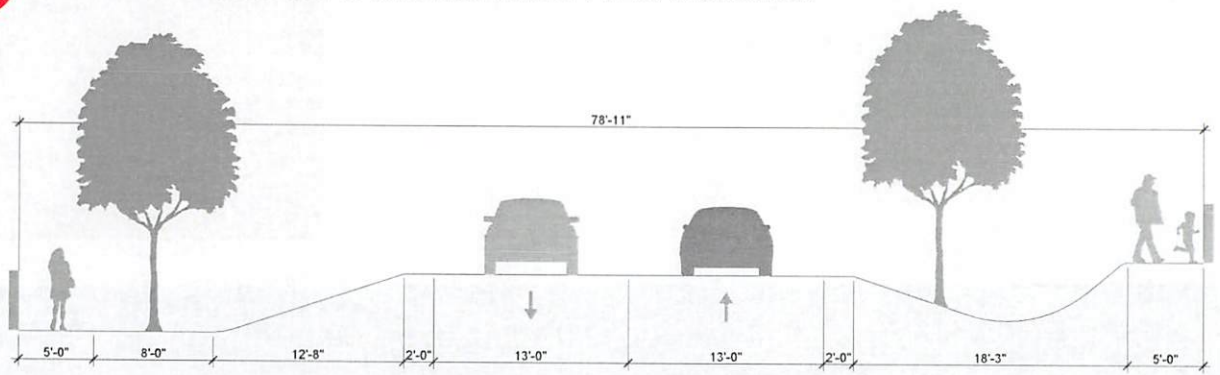


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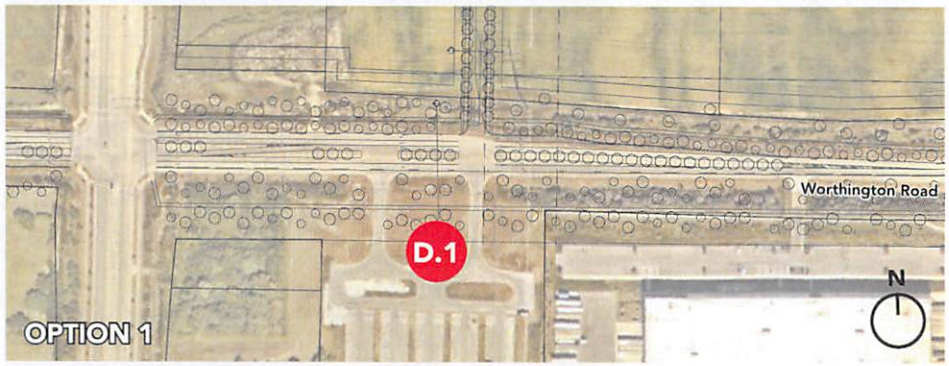
C. OLD LUCILLE LYND ROAD INTERSECTION

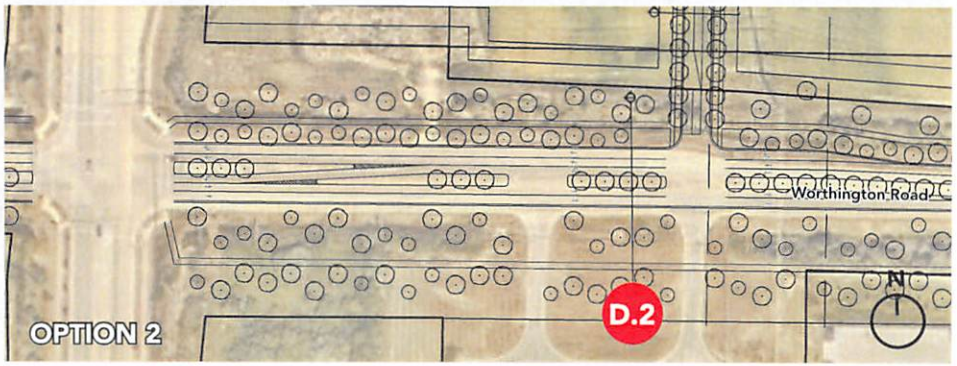


C.1 OLD LUCILLE LYND ROAD INTERSECTION TYPICAL SECTION

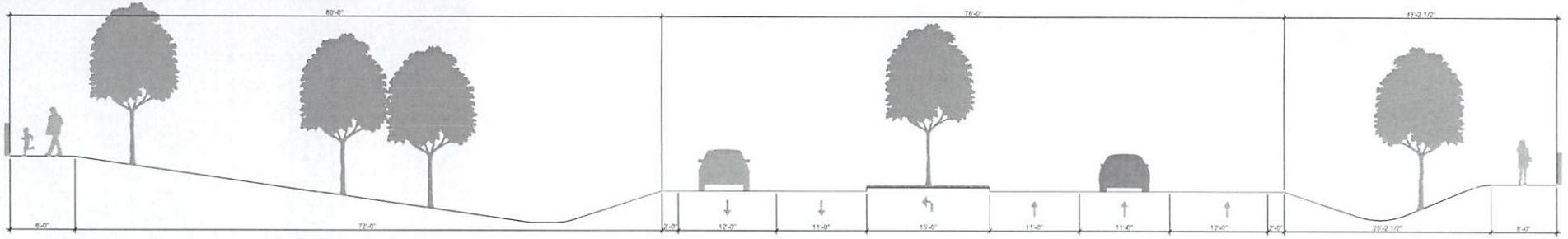


D. BEECH ROAD / WORTHINGTON ROAD INTERSECTION

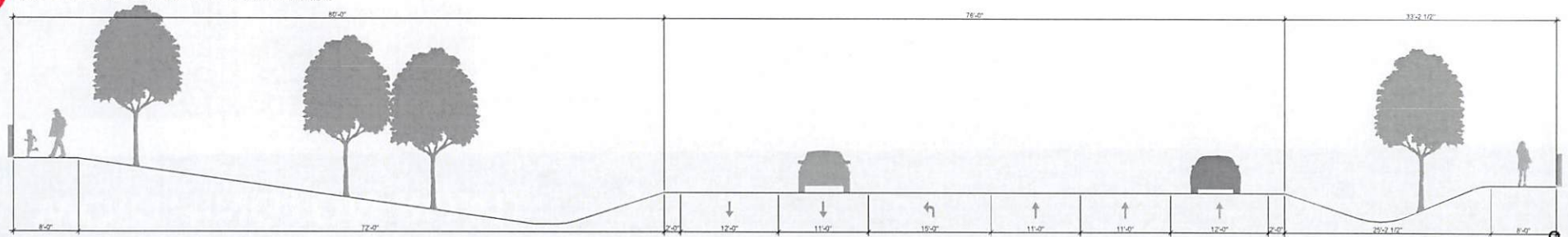




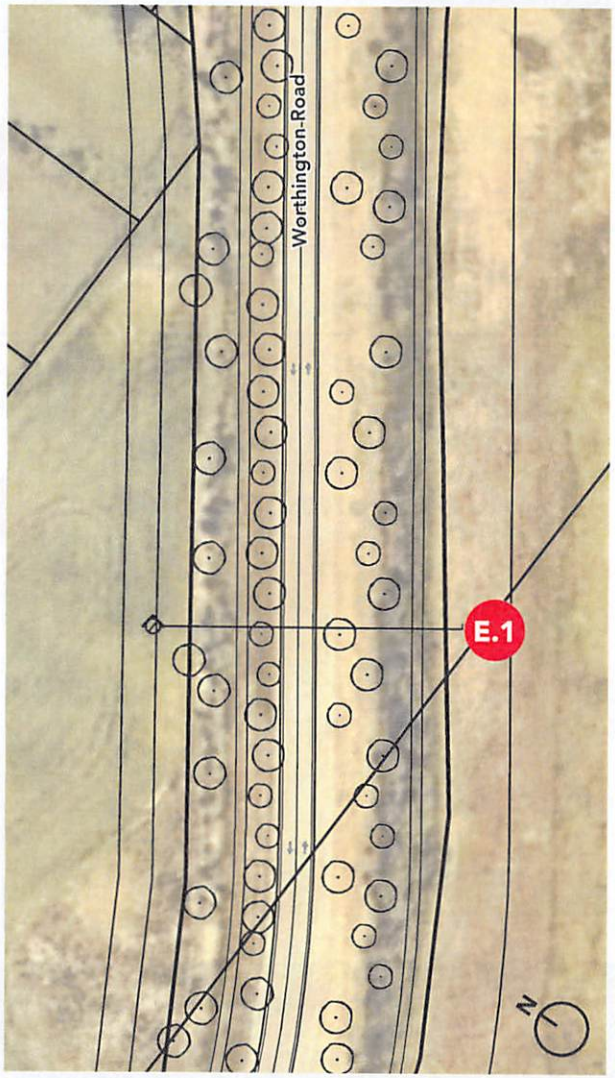
D.1 OPTION 1 - LANDSCAPE MEDIAN



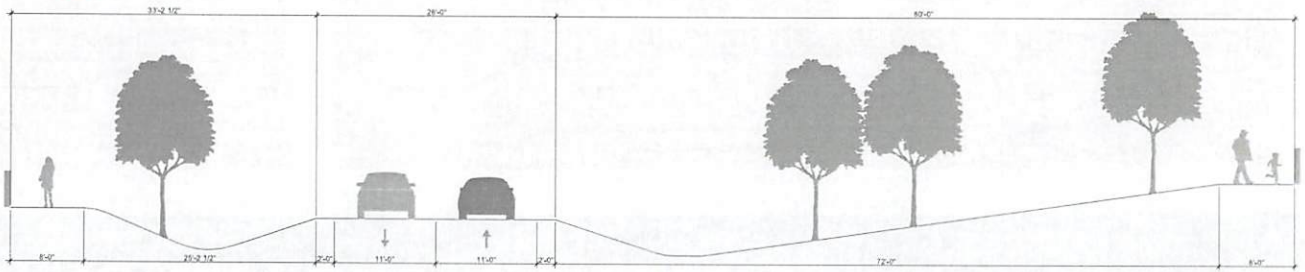
D.2 OPTION 2 - STRIPED MEDIAN



E. WORTHINGTON ROAD



E.1 WORTHINGTON ROAD TWO-LANE TYPICAL SECTION



NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-53-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS (CAPA) FOR THE MANAGEMENT OF THE MCCOY CENTER THE HINSON AMPHITHEATER

WHEREAS, the city of New Albany is a co-owner of the Jeanne B. McCoy Community Center for the Arts (McCoy Center) and, as a co-owner, the city has assumed increased financial responsibility for the operation and maintenance of the facility; and

WHEREAS, the Columbus Association for the Performing Arts (CAPA) has provided managerial and operational support for the facility to the McCoy Center Board of Directors; and

WHEREAS, the city has an existing agreement with CAPA for the management of operational activities at the Charleen & Charles Hinson Amphitheater (Hinson Amphitheater); and

WHEREAS, CAPA has expressed a desire to enter into an agreement with the city for the management of operational activities at the McCoy Center and the Hinson Amphitheater; and

WHEREAS, the city can benefit from the managerial and operational expertise of CAPA for the operation of the facilities; and

WHEREAS, the city and CAPA recognize the benefits of an updated, consolidated agreement for the management of operational activities at the McCoy Center and Hinson Amphitheater.

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 authorizes the city manager to execute an Agreement for the Management of Operational Activities at the McCoy Center and Hinson Amphitheater the same as, or substantially similar to, the attached Exhibit A, with the additional authorization to make changes or amendments thereto not substantially detrimental to the city.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting and that all deliberations of this council and 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:	11/19/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

Exhibit A – R-53-2026

SHORT-FORM AGREEMENT FOR MANAGEMENT OF OPERATIONAL ACTIVITIES AT THE MCCOY CENTER AND HINSON AMPHITHEATRE

OCTOBER 2026

The terms set forth below outline the arrangement under which Columbus Association for the Performing Arts (CAPA) will provide managerial and operational services to the City of New Albany (City) at the Jeanne B. McCoy Community Center for the Arts and Hinson Amphitheatre (collectively The Venues) located in New Albany, OH.

1. Engagement
    a. The City engages CAPA to manage the operations and activities of The Venues at the direction of the City. Services to be provided include but are not limited to 1) calendar scheduling of events and activities at The Venues, 2) advance work related to successful execution of events/performances, 3) scheduling of volunteers, 4) provision of house management, stage crew, and similar staff as needed based on the requirements of each activity in The Venues, 5) input and planning on capital needs of The Venues in order to keep them in good working order, and 6) all similar services needed to ensure successful operations of The Venues.
    b. The term of this agreement shall begin on _____, 2026 and shall continue until June 30,2028.
        i. The agreement may be extended for successive one-year terms upon mutual agreement between the City and CAPA.
        ii. Either party may terminate this agreement prior to the expiration date only for material breach of the terms and conditions within the agreement. The party seeking to terminate the agreement will provide written notice of the breach, and the other party will have 30 days to resolve the deficiency. If the matter is not resolved within 30 days after notice of breach is received, the agreement will terminate.
    c. The City stands as the final decision maker on venue policies, rental rates, and similar decisions.
        i. CAPA will provide input on such matters to the City based on CAPA's experience in managing similar venues and on knowledge acquired through industry resources and connections.

ii. For safety and customer services reasons, the City and CAPA agree to establish mutually agreed-upon baseline safety and operational guidelines to be adhered to by any and all users of The Venues.

d. CAPA will have on-the-ground operational authority for non-school, non-city events. City and New Albany Plain Local Schools (NAPLS) will have on-the-ground operational authority for their respective events. All parties will ensure those events are conducted in accordance with the guidelines established by Section 1.B.ii above.

e. CAPA will provide ticketing services for paid or seat specific events to be held in the Venues. Due to safety (eg. capacity limits) and customer service reasons, non-CAPA ticketing systems will not be allowed for paid or seat specific events.

   i. A CAPA employee, either a CAPA ticketing staff member or the McCoy Ops Director, will be on-site and available to address ticketing concerns/issues that arise for any events utilizing CAPA's ticketing system.

   ii. General admission, non-ticketed events do not require use of the CAPA ticketing system, and use of basic reservation systems (ex. EventBrite) may be used for such events. For such events, CAPA is not required to provide a CAPA employee to resolve ticketing problems and CAPA is under no obligation to resolve ticketing issues that may arise as a result of such alternative ticketing system.

f. CAPA will provide house management and volunteer services at events on an as-needed basis. For City and NAPLS events, the City and NAPLS respectively will determine the need for CAPA provided house management and volunteer services. If such services are needed, CAPA should be informed during the scheduling and advance process, but no later than 30 days prior to the event so that appropriate staffing can be scheduled.

g. CAPA will provide billing and settlement services for events at both venues.

   i. CAPA will provide regular activity and financial reports to the City in a format that is acceptable to the City.

h. CAPA will provide concession services on request. The City may contract third-party concessionaires and caterers at its discretion. In the event that the City uses a third-party concessionaire or caterer, such third party will be responsible for securing the necessary liquor and food service licenses.

2. Staffing Structure

a. At the onset of this agreement, CAPA will employ two full-time positions: an Ops Director and a Technical Director. Any changes to this staffing arrangement will be made in consultation and agreement with the City. Hiring decisions for these positions will be made in consultation with the City.
    i. Ops Director
        1. A full-time position whose responsibility is to oversee and ensure successful operation of "Front of House" activities at the Venues. Duties include but are not limited to:
            a. Coordinating the venue calendars and scheduling with the City, NAPLS, and other constituents.
            b. Providing on-site operational oversight at non-City, non-NAPLS events.
            c. Coordinating non-stage advance work for future shows and events and handling pre-event communication with external renters.
    ii. Technical Director
        1. A full-time position whose responsibility is to oversee and ensure successful operations of "Back of House" activities at the Venues. Duties include but are not limited to:
            a. Managing stagehands and technical crew.
            b. Hiring and scheduling of the crew based on show needs.
            c. Coordinating stage advance work for future shows and events.
            d. Providing feedback and technical input on stage equipment, repairs, maintenance, etc.
b. In support of Venue operations and the CAPA staff assigned to the Venues, CAPA will provide shared services for administrative and operational functions related to the Venues. These services include but are not limited to:
    i. Oversight and operation of Venue assigned staff to ensure successful operation of events and appropriate coordination with the City and NAPLS.
        1. This includes HR/payroll management of CAPA staff that are assigned to or otherwise working at the Venues.
    ii. Billing, settlement, and financial reconciliation of events at the Venues.

iii. Maintenance of websites associated with The Venues and promotional support for Venue events (social media, etc.).
iv. Input into planning and acquisition of technical equipment and stage/artistic infrastructure.
v. Provide subscription ticketing services and planning for resident groups on an as-needed basis.

3. Financial Structure
    a. CAPA shall receive an annual management fee of $175,000, in compensation for the time/resources used by CAPA on shared services for the Venues. This fee shall cover all non-direct staff time, advertising/marketing costs, system costs, and other incidental costs in providing services to the City.
        i. The management fee will be billed quarterly in arrears and at the same time as the labor billing described in Section 3.b.ii below.
        ii. The management fee will be increased by 3% annually unless otherwise negotiated by the City and CAPA.
    b. The City will reimburse CAPA for the non-recoverable cost of salary, payroll, and benefits related to the Venue assigned staff (Ops Director and Technical Director at the onset of the Agreement).
        i. Non-recoverable cost shall be determined by deducting from the gross cost of salary, payroll and benefits any revenue received as a result of third-party billing of the Ops Director or Technical Director. Third-party billing is exstimated to account for more than 50% of the Technical Director's total working time.
        ii. Payroll costs will be billed one month after the end of a quarter (eg. Quarter Jan-Mar billed in April).
    c. All net revenue collected for rent, equipment rental, labor, and similar charges, after paying direct costs related to these activities, will be remitted to the City one month after the end of a quarter and at the same time as the other quarterly billingsd described in this Section.
        i. CAPA will provide the City with input and recommendations on the setting of rent and related charges for use of the Venues, but final decision-making authority remains with the City.
            1. The City shall have the authority to waive rent and similar City-owned asset charges for City events at the Venues.
            2. The City shall not have the authority to waive charges that are for reimbursement of direct costs, for non-City assets, or

collected for the benefit of others (eg. - NAPLS's equipment charges) without the consent of the appropriate party.

d. Facility fees, the facility upcharge ranging from $1.50 - $2.50 included on each ticket sold at the McCoy Center and designated for facility upgrades within the Venues, will be held in escrow by CAPA for use at the respective venues; CAPA may provide suggestions on the use of the funds for technical maintenance and capital upkeep, but final decision-making authority on purchases shall remain with the City.
e. CAPA, by entering into this agreement, may incur one-time costs related to acquisition of employees needed to operate The Venues (eg. third-party legal costs). The City agrees to reimburse CAPA for the documented costs of such employment acquisition up to $50,000. CAPA will notify and obtain additional approval from the City before incurring costs in excess of $50,000.

4. Miscellaneous Conditions
    a. If CAPA and the City agree that certain CAPA presented or produced events should take place at the Venues, CAPA and the City will negotiate mutually acceptable terms for such events.
    b. Venue scheduling
        i. The City, NAPLS, and CAPA will work in good faith to coordinate scheduling at the McCoy Center Theatre in a manner that respects the past usage patterns established with NAPLS, the McCoy Center 501c3 Board, and other resident users of the building.
        ii. The City and CAPA will work together, in consultation with NAPLS, to explore expanded use of the rehearsal and meeting spaces within the McCoy Center Theatre.
    c. McCoy Center 501c3 Board – the City acknowledges that CAPA has a long relationship with the McCoy Center 501c3 organization and agrees that CAPA may continue to provide shared services to the McCoy Center Board as long as such an arrangement does not have a clearly identified adverse impact on CAPA's abilities to meet the operational needs of this agreement. The City and CAPA agree that no such adverse impact is known at the onset of this agreement.
    d. Communication with City Council – CAPA will make itself available for annual check-ins with City Council as deemed necessary by mutual agreement between City administration and CAPA. Such check-ins will be used for CAPA to provide an update on CAPA activity, the arts in New Albany

and Central Ohio, or any other similar topics that are mutually agreed to be of value to the ongoing success of this agreement.

By signing below the City and CAPA agree to the terms and conditions contained herein and recognize that the terms and conditions above are the whole and complete agreement for CAPA's provision of managerial and operational services at the Venues.

_____

For City of New Albany

_____

For Columbus Association for the Performing Arts

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-54-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE JERSEY TOWNSHIP TRUSTEES FOR THE MAINTENANCE OF THE SECTION OF HARRISON ROAD BETWEEN SR 161 AND WORTHINGTON ROAD

WHEREAS, Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners; and

WHEREAS, Section 301.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform or render; and

WHEREAS, the Licking County Board of Commissioners requires municipalities to enter into a Road Maintenance Agreement when the annexation of land to the municipality causes a roadway or a section thereof to be divided between two political jurisdictions along its center line; and

WHEREAS, the pending annexation of approximately 19.4+/- acres of land located south of SR 161 and north of Worthington Road Street Road causes a section of Harrison Road to be divided between the city of New Albany and Jersey Township along the center line of the roadway.

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 roadway maintenance agreement the same as or substantially similar in its effect as that which is attached hereto as Exhibit A with the Jersey Township Trustees for the maintenance of the section of Harrison Road located between SR 161 and Worthington Road.

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

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

CERTIFIED AS ADOPTED this _____ 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:	11/20/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

Exhibit A – R-54-2026

AGREEMENT

FOR MAINTENANCE AND IMPROVEMENTS OF HARRISON ROAD BETWEEN WORTHINGTON ROAD AND SR161

THIS ROAD MAINTENANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of December, 2026 by and between the City of New Albany, Ohio, an Ohio Municipal Corporation ("New Albany") and the Township of Jersey, Licking County, Ohio, a township duly organized and validly existing under the laws of the State of Ohio having its address at 1481 Mink Street, Pataskala, Ohio 43062. New Albany and Jersey Township are referred to individually herein as "Party" and collectively as "Parties."

WITNESSETH

In consideration of the terms and conditions hereinafter stated, the Parties agree as follows:

SECTION 1: AUTHORITY

Section 5535.15 of the Ohio Revised Code authorizes the Parties to enter into an Agreement whereby the City of New Albany may maintain, repair, construct, reconstruct, improve, or widen the unincorporated sections of Beech Road on behalf of Jersey Township.

SECTION 2: PURPOSE

The section of Harrison Road between Worthington Road and SR 161 is a township road located in Licking County. Pursuant to upcoming annexations of real property located in Jersey Township, Licking County to the City of New Albany, the Parties desire to address the maintenance of a certain portion of Harrison Road, which upon finalization of the aforementioned annexations will be adjacent to and partially within the City's corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement for a portion of Harrison Road by the respective Parties for the mutual benefit of all Parties and for the convenience and welfare of the public.

SECTION 3: RESPONSIBILITY OF NEW ALBANY

NEW ALBANY shall be responsible for maintenance and improvements of all portions of the right-of-way of Harrison Road, now and as may be altered in the future, from the intersection at Worthington Road to its termination point at the SR161 right of way. Maintenance and improvements shall include but not be limited to pavement repair and replacement, striping, berm maintenance, roadside mowing, roadside ditch maintenance, traffic control signals and signage, and snow removal.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Harrison Road to other agencies.

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

The Parties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this Agreement. The Party that initiates the right of way acquisition shall be financially responsible for any and all costs associated with the acquisition.

SECTION 5: NOTICE OF IMPROVEMENT

If the City of New Albany desires to perform maintenance or make an improvement to Harrison Road that requires the closing of the road to traffic, the City shall notify the Jersey Township Trustees of the planned action at the earliest date practicable. The plans for the maintenance project of the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

The City of New Albany shall provide the Jersey Township the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however, the City shall maintain final authority over the design, construction and inspection of the improvements.

SECTION 6: TERM

This Agreement shall become effective on the date first written above.

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, either Party may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Party at least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the entire portion of Harrison Road that is the responsibility of New Albany pursuant to this Agreement, is annexed by New Albany and is within the New Albany corporate boundary.

The Parties may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both Parties.

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

8.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 9 of this Agreement.

8.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.

8.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

8.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

{SIGNATURES ON THE FOLLOWING PAGE}

Exhibit A – R-54-2026

ATTEST:

IN EXECUTION WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

CITY OF NEW ALBANY:

SIGNATURE:_____

NAME: Michael H. Stevens

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

_____
Ben Albrecht, Law Director

JERSEY TOWNSHIP:

_____
Dan Wetzel, Trustee

_____
Jeff Fry, Trustee

_____
Ben Pieper, Trustee

STATE OF OHIO)
COUNTY OF LICKING) ss:

APPROVED AS TO FORM:

_____
[INSERT NAME AND TITLE]

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-55-2026

A RESOLUTION AUTHORIZING THE EXPENDITURE OF CITY FUNDS IN AN AMOUNT NOT TO EXCEED $5,800,000 TO REIMBURSE THE NEW ALBANY PLAIN LOCAL SCHOOL DISTRICT FOR EXPENSES RELATED TO THE CONSTRUCTION OF A SHARED PUBLIC PARK AND ATHLETIC CAMPUS ON THE FORMER DISCOVER SITE

WHEREAS, the city of New Albany purchased the 50-acre former Discover site for the purpose of facilitating the creation of a public park and athletic campus in collaboration with the New Albany Plain Local School District; and

WHEREAS, the city and school district desire to allocate the cost of the initial improvements between the entities according to their anticipated use of the facilities; and

WHEREAS, the city desires to incorporate infrastructure features that exceed the standard features typically included in school district projects; and

WHEREAS, the city and school district agree that the cost of enhanced infrastructure features should be borne by the city; and

WHEREAS, the city and township have prepared an itemized list of improvements attached hereto having an estimated cost of approximately $5,800,000.

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 and finance director are authorized to execute all contracts and documents necessary to facilitate the reimbursement of an amount not to exceed $5,800,000 for improvements to the former Discover site as described in the spreadsheets marked Exhibit A attached hereto.

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

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

CERTIFIED AS ADOPTED this _____ 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: 11/20/2026
Introduced: 12/01/2026
Revised:
Adopted:
Effective:

New Albany-Plain Local Schools

Athletic Campus

11/19/26

Exhibit A - R-55-2026

BUILDING SCOPE BREAKDOWN

DISTRICT SCOPE
$22,691,743
Baseball and Softball Fields (Including Field Lighting & Irrigation) - Lighting Removed w/ Accepted VE
Dugouts
Four Press Boxes (Including Stair Assembly) - Reduced to Two Pressboxes w/ Accepted VE
Bleachers
Fencing, Netting, Backstops
Hitting Facility - Removed w/ Accepted VE
6 Overhead Doors, Aluminum Windows (Hitting Facility)
Concessions - Removed w/ Accepted VE
Phase 1 Earthwork & Site Utilities
Baseline Asphalt Walk Path (Ball Fields Only)
100% of Parking Lot Asphalt Pavement
75% of Sidewalk & Integral Curb – Premium to Utilize Concrete ilo Asphalt Walk ($7.70/SF) and Additional Width (13/SF)
25% of All Site Demolition and Clearing
25% of E/W Connector Roadway Asphalt Pavement
25% of E/W Connector Road Sidewalks and Curbs
25% of White Horse Fence (East Property Line)
25% of Restroom Facility
25% of Water Meter Building
Bleacher Screen Wall (Hicks Yew) - Removed w/ Accepted VE
Landscaped Areas & Plantings - Per City Minimum Requirements

CITY SCOPE		
$4,905,459		
Decorative Pavers & Base ($50/SF for Decorative Pavers, 4" Concrete Base and Stone Aggregate)	$	452,239
25% of Sidewalk & Integral Curb – Premium to Utilize Concrete ilo Asphalt Walk ($7.70/SF) and Additional Width (13/SF)	$	141,046
Landscaped Areas & Plantings - Premium to City Minimum Requirements	$	63,885
75% of All Site Demolition and Clearing	$	1,322,705
100% of Phase 2 Earthwork and Seeding	$	1,275,993
75% of E/W Connector Road Sidewalks and Curbs	$	428,204
75% of E/W Connector Roadway Asphalt Pavement	$	280,096
75% of White Horse Fence (East Property Line)	$	28,158
75% of Restroom Facility	$	771,639
75% of Water Meter Building	$	141,495

DISTRICT HARD COST W/ ACCEPTED VE	17,323,929
DISTRICT SOFT COST (18%)	3,118,307
DISTRICT PROJECT TOTAL (HARD AND SOFT COST)	20,442,236

CITY HARD COST W/ ACCEPTED VE	4,880,485
CITY SOFT COST (18%)	878,487
CITY PROJECT TOTAL (HARD AND SOFT COST)	5,758,972

Note: The costs listed above include all overhead, fees, general conditions.

New Albany-Plain Local Schools

Athletic Campus

11/19/26

VALUE ENGINEERING

ITEM	DESCRIPTION	VALUE	ACCEPTED	DISTRICT	CITY
1	Phase 2 Mass Grading to be Completed at Later Date	$ (1,103,190)	NO		
2	"Good/Better" Turf in lieu of "Best" Turf	$ (117,792)	YES	$ (117,792)	
3	Remove Outfield Irrigation for All Fields	$ (414,886)			
4	Reduce Promenade Concrete Walks to 10' Width Maximum	$ (88,969)			
5	Concrete Pavement in lieu of Decorative Pavers	$ (628,044)			
6	Scoreboards OFCI in lieu of CFCI (Potential Donor Funds)	$ (45,304)			
7*	Remove Hitting Facility	$ (1,628,943)	YES	$ (1,628,943)	
8*	Three Batting Lanes in Hitting Facility in lieu of Four Lanes (Includes 1,120 SF Reduction)	$ (316,660)			
9	Remove Four of Six Overhead Doors in Hitting Facility	$ (61,161)			
10*	Remove (2) JV Press Boxes and Stair Assemblies (Structures Sized for Future Press Boxes)	$ (463,615)	YES	$ (463,615)	
11*	Press Box Stairs to be Open with Landscape Screening	$ (127,068)			
12*	Shingle Roofs in lieu of Standing Seam Metal Roofs	$ (147,557)	NO		
13	Remove Cupola	$ (39,641)			
14*	Brick Veneer in lieu of Board and Batten Metal Siding	$ (403,880)			
15*	Fiber Cement Slat Wall in lieu of Board and Batten Metal Siding	$ (245,840)	YES	$ (245,840)	
16*	Vinyl Siding in lieu of Board and Batten Metal Siding	$ (439,000)			
17	Ceramic Wall Tile on Wet Walls Only in Restrooms	$ (24,974)	YES		$ (24,974)
18	Utilize Asphalt Millings, Crushed Concrete and Existing Stone Subgrade as Structural Backfill	TBD			
19	Remove Field Lights and Poles (Pole Bases and Power Infrastructure To Remain)	$ (1,885,797)	YES	$ (1,885,797)	
20	Remove Concessions Building (Foundations, Slab on Grade and Utility Stubs to Remain)	$ (955,523)	YES	$ (955,523)	
21	Remove Hicks Yew Bleacher Screen Walls	$ (70,305)	YES	$ (70,305)	
	TOTAL ACCEPTED VALUE ENGINEERING	**$ (5,392,788)**		**$ (5,367,814)**	**$ (24,974)**

1. All items listed are for budget pricing only and are to be seen as an allowance. Once the final design is completed, these items will be repriced.
2. The Value Engineering items listed above include all overhead, fees, general conditions.
3. Value Engineering does not account for any additional design services or soft cost adjustments.
4. Value Engineering denoted with * cannot be accepted in combination with other options. Pricing to be verified once limits of scope changes have been confirmed.

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-56-2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH MBJ HOLDINGS FOR THE PURPOSE OF OUTLINING THE FUNDAMENTAL TERMS PURSUANT TO WHICH PARCEL 220-000017-00 CONSISTING OF 50+/- ACRES AND LOCATED ON PETER HOOVER ROAD WILL BE CONVEYED TO THE CITY

WHEREAS, MBJ Holdings ("MBJ") and the city of New Albany ("City") desire to enter into a memorandum of understanding for the purpose of outlining the fundamental terms pursuant to which Parcel 220-000017-00 will be conveyed to the City pursuant to a formal Purchase and Sale Agreement ("PSA") to be entered into between MBJ and the City; and

WHEREAS, MBJ is a party to a Real Estate Option Contract dated July 24, 2025, which was amended in the First Amendment to Real Estate Option Contract dated September 4, 2025 (as amended, the "Option Contract"), pursuant to which MBJ has an option to purchase (the "Option") certain real property consisting of 158+/- acres identified as Franklin County Auditor tax parcel numbers 220-000238-00, 220-000336-00, 220-000016-00, and 220-000017-00, as generally depicted in Exhibit A (collectively, the "Properties"); and

WHEREAS, should MBJ exercise the Option, the City desires to purchase Franklin County Auditor tax parcel number 220-000017-00, consisting of approximately 50+/- acres (the "Western Parcel"), from MBJ, and MBJ desires to sell the Western Parcel to the City, all in accordance with the terms of this MOU; and

WHEREAS, the City and MBJ have agreed that the purchase price to be paid by City to MBJ in consideration for the sale, transfer, and conveyance of Parcel 220-000017-00 (the "Purchase Price") shall be equal to the portion of the purchase price that is paid by MBJ under the Option Agreement attributable solely to the Western Parcel, including a prorate allocation of closing costs; and

WHEREAS, the city acknowledges that the anticipated price for the Western Parcel will be approximately $5,100,000.00, plus allocated closing costs.

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

Section 1. Council hereby authorizes the city manager to execute a memorandum of understanding with MBJ Holdings for the purchase of Parcel 220-000017-00 the same as, or substantially similar to, the attached Exhibit A, with the additional authorization to make changes or amendments thereto not substantially detrimental to the city.

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

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

CERTIFIED AS ADOPTED this _____ 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:	11/20/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") shall be effective as of the last date of signature by a party hereto (the "Effective Date") and is being entered into by and between **MBJ HOLDINGS, LLC**, a Delaware limited liability company ("MBJ"), and the **CITY OF NEW ALBANY**, an Ohio charter municipal corporation ("City").

WITNESSETH:

WHEREAS, MBJ is a party to that certain Real Estate Option Contract dated July 24, 2025, which was amended in that certain First Amendment to Real Estate Option Contract dated September 4, 2025 (as amended, the "Option Contract"), pursuant to which MBJ has an option to purchase (the "Option") certain real property consisting of 158+/- acres identified as Franklin County Auditor tax parcel numbers 220-000238-00, 220-000336-00, 220-000016-00, and 220-000017-00, as generally depicted in **Exhibit A** (collectively, the "Properties"); and

WHEREAS, should MBJ exercise the Option, City desires to purchase Franklin County Auditor tax parcel number 220-000017-00, consisting of approximately 50+/- acres (the "Western Parcel"), from MBJ, and MBJ desires to sell the Western Parcel to City, all in accordance with the terms of this MOU.

WHEREAS, MBJ and the City desire to enter into this MOU for the purpose of outlining the fundamental terms pursuant to which the Western Parcel will be conveyed to the City pursuant to a formal Purchase and Sale Agreement (the "PSA")to be entered into between MBJ and the City

NOW, THEREFORE,

1. Agreement to Sell and Purchase. MBJ hereby agrees, if and when it exercises the Option and closes on the purchase of the Properties, to sell the Western Parcel to City. Prior to the Effective Date MBJ has provided City with copies of the Option Contract.

2. Consideration. The purchase price to be paid by City to MBJ in consideration for the sale, transfer, and conveyance of the Western Parcel (the "Purchase Price") shall be equal to the portion of the purchase price that is paid by MBJ under the Option Agreement attributable solely to the Western Parcel, including a prorate allocation of closing cost. The city acknowledges that the anticipated price for the Western Parcel will be approximately $5,100,000.00 plus allocated closing costs. The PSA will provide for an earnest money deposit in the amount of $1,000.00.

3. Due Diligence. MBJ will provide to the City all due diligence documents, plans, and materials that it has in its possession relating to the Western Parcel. City shall have the period of time between the Effective Date through March 1, 2027 (the "Due Diligence Period") in which to investigate the physical condition of the Western Parcel. MBJ shall provide the City access to the Western Parcel to conduct such investigations, subject to commercially reasonable provisions for insurance and indemnities.

4. Condition of Property. The City shall take title to the Western Parcel in its current "AS IS, WHERE IS" condition. Except as expressly provided in the PSA, MBJ shall be under no obligation to make any improvements to the Western Parcel or obtain any environmental or other permits related thereto.

5. Title and Survey. MBJ shall obtain a title commitment for the Western Parcel (a "Commitment") from Stewart Title Company and deliver a copy of the same to City within thirty (30) days following the Effective Date. MBJ shall provide City with an ALTA survey of the Western Parcel (a "Survey") prepared by EMHT within sixty (60) days following the Effective Date. The PSA shall provide procedures for the review of the Commitment and Survey and the resolution of any title or survey objections no later than February 1, 2027. MBJ shall pay the initial costs of obtaining the Commitment and the Survey. At the Closing, City shall reimburse MBJ for the costs of the Commitment and the Survey.

6. Closing.

(a) Date; Deed. The Closing shall occur on a date (the "Closing Date") that it mutually agreed upon by MBJ and City that is no later than the date that is thirty (30) after MBJ closes on the purchase of the Properties pursuant to the Option. MBJ shall deliver written notice to City promptly after (and if) it exercises the Option and along with such notice shall provide City with a projected Closing Date. At Closing MBJ will convey the Western Parcel to the City by a Limited Warranty Deed.

(b) Closing Costs. The City shall be responsible for the costs of title premium, conveyance fees, and the cost of recording the Deed. The parties shall each pay any other costs relating to Closing in the manner that is customary in Franklin County, Ohio.

(c) Brokers. Each party represents that it has not dealt with any real estate agent, salesperson, broker, or finder in connection with this MOU, other than (i) those disclosed in the Option Contract, and (ii) Ron Kendal/ReMax as the agent for the City solely with respect to the Western Parcel (the "City's Agent"). The City shall be solely responsible for paying any commissions due City's Agent per a separate agreement and acknowledges that MBJ shall have no responsibility for any commission of other fee due to City's Agent.

7. Additional PSA Provisions. The PSA shall include commercially reasonable and typical provisions for a transaction of this nature relating to the respective representations and warranties of the parties, defaults, damages and remedies, notices, assignment, and such other matters as are necessary to effectuate the intent of the MOU.

8. Notices. Any notice required to be given under this MOU shall be given in writing, which may include email transmission with evidence of delivery to:

If to City:	**If to MBJ:**
City of New Albany Attn: City Manager 99 W. Main Street	MBJ Holdings, LLC Attn: Managing Dir. Real Estate 8000 Walton Parkway, Suite 200

New Albany, Ohio 43054 jstefanov@newalbanyohio.org	New Albany, Ohio 43054 droggenkamp@newalbanycompany.com
City of New Albany _____ 99 W. Main Street New Albany, Ohio 43054 _____	MBJ Holdings, LLC Attn: General Counsel 8000 Walton Parkway, Suite 200 New Albany, Ohio 43054 miams@newalbanycompany.com

13. Miscellaneous. This MOU may be executed in counterparts, each of which when taken together shall be deemed to be the same instrument. Signatures exchanged in .PDF format or by other electronic means shall be deemed to be originals for all purposes hereunder. This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof.

16. City Council Action. City has caused its City Council to take necessary action to approve this MOU in Resolution Number _____. Said resolution delegates to the City Manager all rights and responsibilities concerning the completion of the transaction contemplated in this MOU and allows the City Mansager to sign all necessary instruments and documents relating thereto.

[Signatures Appear On Following Page.]

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the Effective Date.

MBJ:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

City:

CITY OF NEW ALBANY,
an Ohio charter municipality

By:_____

Name:_____

Title:_____

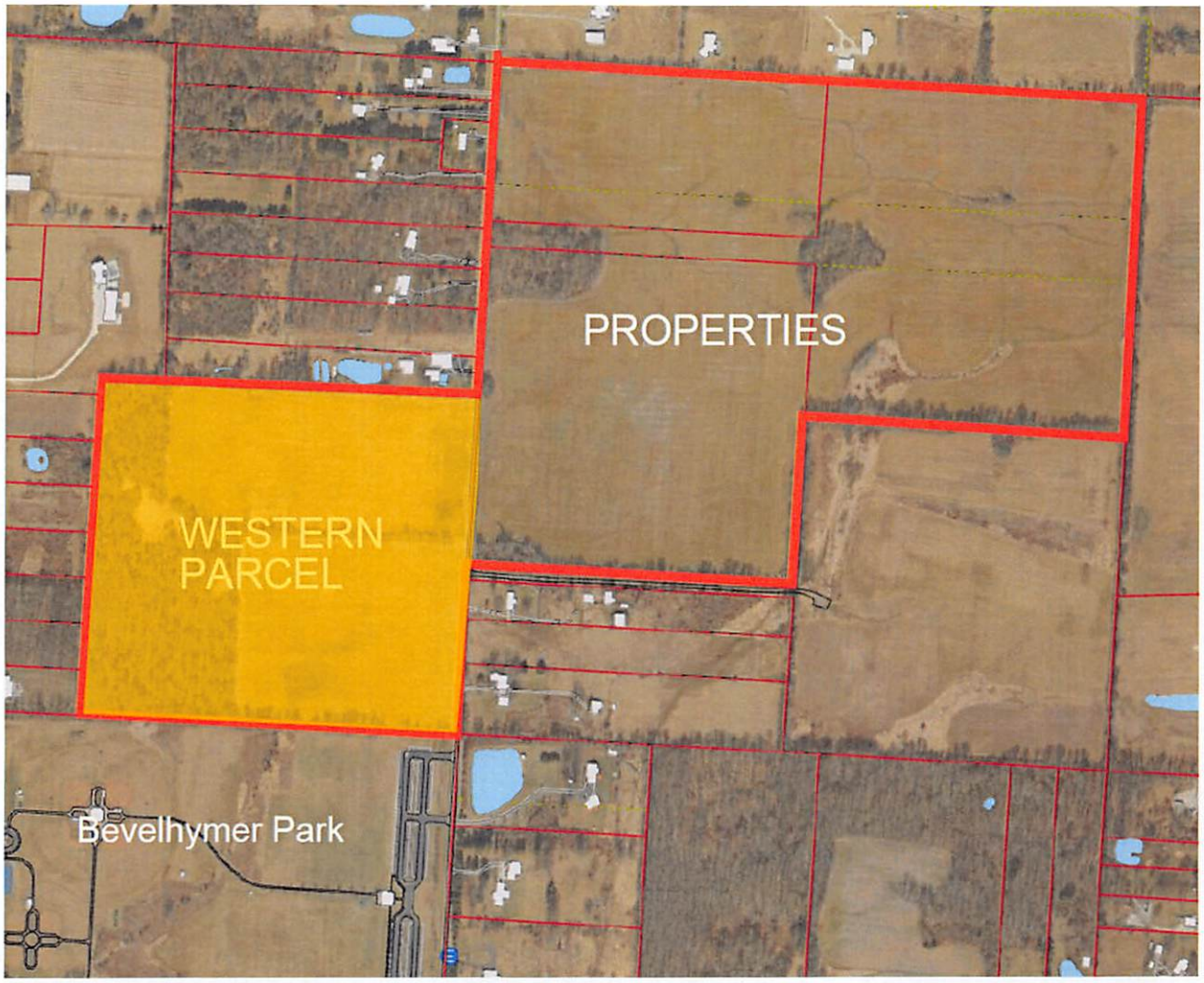
Date:_____

Approved as to Form:

_____
City Attorney

Exhibit A

Depiction of the Properties and Western Parcel



NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-57-2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEW ALBANY COMPANY TO ACCEPT THE DONATION OF FRANKLIN COUNTY AUDITOR TAX PARCELS 222-000425 AND 222-000325 LOCATED ON JOHNSTOWN ROAD

WHEREAS, The New Albany Company is the owner of two real property parcels identified as Franklin County Auditor tax parcels 222-000425 and 222-000325; and

WHEREAS, a portion of the property is currently subject to a lease with the New Albany-Plain Local School District (the "District") for the use as a school bus parking, storage, and maintenance area; and

WHEREAS, the city is working with the District to relocate the District's school bus parking, storage, and maintenance facilities to a new location on land owned by the city; and

WHEREAS, the city currently owns Franklin County Auditor tax parcel 222-0418 (the "City Parcel") located south of and adjacent to the property and intends to develop the City Parcel as a public park; and

WHEREAS, The New Albany Company desires to donate property to the city for inclusion in the proposed public park.

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

Section 1. Council authorizes the city manager to execute a memorandum of understanding the same as, or substantially similar to, the attached Exhibit A, with the additional authorization to make changes or amendments thereto not substantially detrimental to the city, to accept the donation of Franklin County Auditor tax parcels 222-000425 and 222-000325.

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

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

CERTIFIED AS ADOPTED this _____ 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:	11/20/2026
Introduced:	12/01/2026
Revised:	
Adopted:	
Effective:	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") shall be effective as of the last date of signature by a party hereto (the "Effective Date") and is being entered into by and between **THE NEW ALBANY COMPAN LLC**, a Delaware limited liability company ("NACO"), and the **CITY OF NEW ALBANY**, an Ohio charter municipal corporation (the "City").

WITNESSETH:

WHEREAS, NACO is the owner of certain real property identified as Franklin County Auditor tax parcels 222-000425 and 222-000325 as generally depicted in **Exhibit A** (collectively, the "Property"); and

WHEREAS, Portions of the Property is currently subject to a lease with the New Albany-Plain Local School District (the "District") for the use as a school bus parking, storage, and maintenance area (the "District Lease"); and

WHEREAS, The City is working with the District to relocate the District's school bus parking, storage, and maintenance facilities to a new location on land owned by the City; and

WHEREAS, The City currently owns Franklin County Auditor tax parcel 222-0418 (the "City Parcel") located south of and adjacent to the Property and intends to develop the City Parcel as a public park; and

WHEREAS, NACO desires to donate the Property to the City for inclusion in the proposed public park.

NOW, THEREFORE,

1. Land Donation. NACO hereby agrees to convey the Property to the City at no charge, provided that the City will pay all title insurance premiums, conveyance fees, recording fees, title company closing costs and survey fees. NACO shall be responsible for all other transaction fees. Each party shall be responsible for their respective attorney fees. The transfer of the Property from NACO to the City shall be by Limited Warranty Deed which shall include appropriate restriction limiting the use of the Property to a public park or other agreed-upon public uses.

2. Land Donation Agreement. NACO and the City shall work cooperatively to draft and execute a Land Donation Agreement (the "Donation Agreement") containing terms consistent with this MOU and such other reasonable and customary terms and conditions and NACO and the City agree are necessary and appropriate to implement the intent of this MOU.

3. Conveyance Subject to District Lease. The Property shall be conveyed to the City subject to the terms and conditions of the District Lease, which lease shall be assigned to the City at Closing.

4. Due Diligence. The City shall have through November 1, 2026 to conduct due diligence on the Property as determined necessary by the City. NACO shall provide the City access to the Property to conduct such investigations pursuant to a license agreement which shall include commercially reasonable provisions for insurance.

5. Condition of Property. The City shall take title to the Property in its current "AS IS, WHERE IS" condition. Except as expressly provided in the Donation Agreement, NACO shall be under no obligation to make any improvements to the Property, remediate any existing conditions on the Property, or obtain any environmental or other permits related thereto.

6. Title and Survey. NACO shall obtain a title commitment for the Property (a "Commitment") at NACO's cost from Stewart Title Company and deliver a copy of the same to City no later than November 30, 2026. If the City desires a survey of the Property (a "Survey"), the City shall be responsible obtaining the Survey and for the cost thereof. The Donation Agreement shall provide procedures for the review of the Commitment and Survey and the resolution of any title or survey objections no later than December 15, 2026.

7. Closing. The Closing shall occur on a date (the "Closing Date") that it mutually agreed upon by NACO and City that is no later than December 18, 2026.

8. Notices. Any notice required to be given under this MOU shall be given in writing, which may include email transmission with evidence of delivery to:

If to City:	**If to NACO:**
City of New Albany Attn: City Manager 99 W. Main Street New Albany, Ohio 43054 jstefanov@newalbanyohio.org	NACO Holdings, LLC Attn: Managing Dir. Real Estate 8000 Walton Parkway, Suite 200 New Albany, Ohio 43054 droggenkamp@newalbanycompany.com
City of New Albany _____ 99 W. Main Street New Albany, Ohio 43054 _____	NACO Holdings, LLC Attn: General Counsel 8000 Walton Parkway, Suite 200 New Albany, Ohio 43054 miams@newalbanycompany.com

9. Miscellaneous. This MOU may be executed in counterparts, each of which when taken together shall be deemed to be the same instrument. Signatures exchanged in .PDF format or by other electronic means shall be deemed to be originals for all purposes hereunder. This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof.

10. City Council Action. City has caused its City Council to take necessary action to approve this MOU in Resolution Number _____. Said resolution delegates to the City Manager all rights and responsibilities concerning the completion of the transaction contemplated in this

MOU and allows the City Mansager to sign all necessary instruments and documents relating thereto.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the Effective Date.

NACO:

NACO HOLDINGS, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

City:

CITY OF NEW ALBANY,
an Ohio charter municipality

By:_____

Name:_____

Title:_____

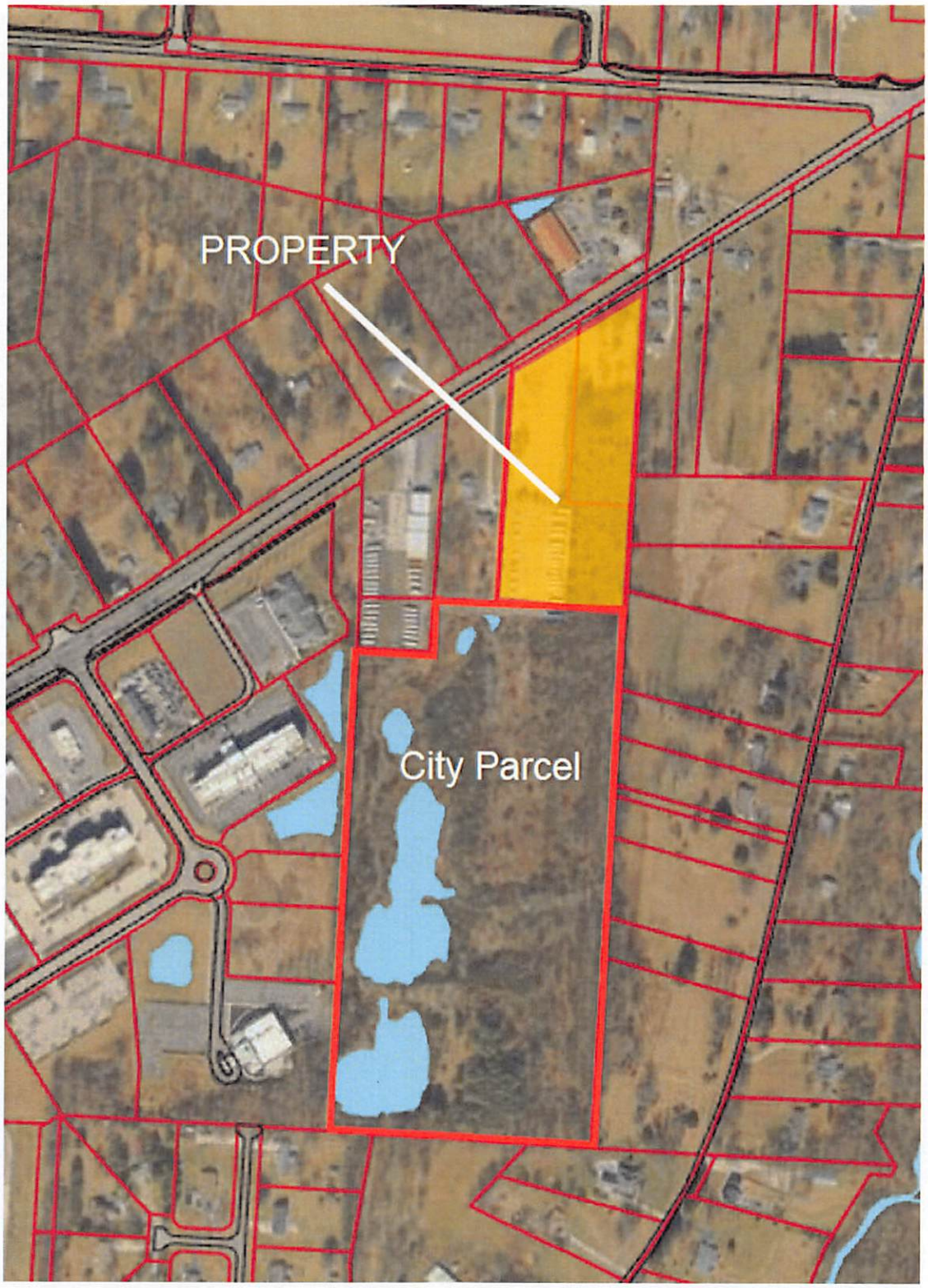
Date:_____

Approved as to Form:

_____
City Attorney

Exhibit A

Depiction of Property



NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-58-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A GUARANTEED MAXIMUM PRICE AMENDMENT WITH MESSER CONSTRUCTION CO. FOR THE TACTICAL TRAINING FACILITY PORTION OF THE BEVELHYMER FACILITIES IMPROVEMENTS PROJECT

WHEREAS, council approved Resolution R-11-2026 authorizing the city manager to enter into a Construction Manager at Risk contract with Messer Construction Co. for the New Albany Bevelhymer Facilities Improvements Project; and

WHEREAS, the city and Messer Construction Co. have entered into an agreement providing for pre-construction services and the development of proposed Guaranteed Maximum Prices for construction of the Project; and

WHEREAS, Resolution R-11-2026 provides for subsequent council approval of a Guaranteed Maximum Price Amendment to authorize construction; and

WHEREAS, the city desires to authorize Guaranteed Maximum Price Amendment No. 1 for construction of the Tactical Training Facility portion of the Bevelhymer Facilities Improvements Project; and

WHEREAS, the total authorization for this work, including a city-controlled owner's contingency, shall not exceed $10,300,000.

NOW, THEREFORE, BE IT RESOLVED, by the council of the city of New Albany, counties of Franklin, and Licking, state of Ohio, that:

Section 1. The city manager is hereby authorized to enter into Guaranteed Maximum Price Amendment No. 1 with Messer Construction Co., the same as, or substantially similar to, the attached Exhibit A, for the purpose of constructing the Tactical Training Facility portion of the Bevelhymer Facilities Improvements Project. The total authorization shall not exceed $10,300,000, inclusive of a separate, city-controlled owner's contingency.

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

Section 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: 11/19/2026
Introduced: 12/01/2026
Revised:
Adopted:
Effective:

Exhibit A – R-58-2026

Exhibit A is 140 pages and can be read or downloaded at this link.

You can also reach out to Clerk of Council Jennifer Mason for a copy of the document by emailing jmason@newalbanyohio.org or by calling (614) 939-2244.

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-59-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LIMITED NOTICE TO PROCEED WITH MESSER CONSTRUCTION CO. FOR THE PICKLEBALL RESTROOM, SHADE STRUCTURES, AND ASSOCIATED SITE IMPROVEMENTS PORTION OF THE BEVELHYMER FACILITIES IMPROVEMENTS PROJECT

WHEREAS, council approved Resolution R-11-2026 authorizing the city manager to enter into a Construction Manager at Risk contract with Messer Construction Co. for the New Albany Bevelhymer Facilities Improvements Project; and

WHEREAS, the city and Messer Construction Co. have entered into an agreement providing for pre-construction services and the subsequent authorization of construction through Guaranteed Maximum Price amendments or prior written authorization for specified work; and

WHEREAS, the city desires to authorize specified work for the pickleball restroom, shade structures, and associated site improvements through a Limited Notice to Proceed while Guaranteed Maximum Price Amendment No. 2 is finalized; and

WHEREAS, the total authorization for this work, including a city-controlled owner's contingency, shall not exceed $1,800,000; and

WHEREAS, the work and costs authorized under the Limited Notice to Proceed will subsequently be incorporated into Guaranteed Maximum Price Amendment No. 2, with amounts previously incurred or paid accounted for to prevent duplication.

NOW, THEREFORE, BE IT RESOLVED, by the council of the city of New Albany, counties of Franklin, and Licking, state of Ohio, that:

Section 1. The city manager is hereby authorized to execute a Limited Notice to Proceed with Messer Construction Co., the same as, or substantially similar to, the attached Exhibit A, for the pickleball restroom, shade structures, and associated site improvements portion of the Bevelhymer Facilities Improvements Project. The total authorization shall not exceed $1,800,000, inclusive of a separate, city-controlled owner's contingency. The work and costs authorized under the Limited Notice to Proceed shall be incorporated into Guaranteed Maximum Price Amendment No. 2, subject to separate council approval, without duplication of costs or payments.

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

Section 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: 11/19/2026
Introduced: 12/01/2026
Revised:
Adopted:
Effective:

Exhibit A - R-59-2026

Messer
WeAreBuilding.

Messer Construction Co.
3705 Business Park Drive
Columbus, OH 43204-5007
(614) 275-0141 Phone
(614) 275-0145 Fax
www.messer.com

November 20, 2026

Mr. Ryan Ohly
Director of Public Service
City of New Albany
99 West Main Street
New Albany, OH 43054

RE: New Albany Bevelhymer Facilities Improvements
Limited Notice to Proceed #1

Mr. Ohly,

Attached please find our Limited Notice to Proceed #1 documents that include the following:

- Limited Notice to Proceed #1 Agreement
- Limited Notice to Proceed #1 Exhibit No. 1 – Estimate
- Limited Notice to Proceed #1 Exhibit No. 2 – Schedule

If you have any questions or concerns, please call (614) 554-1385.

Sincerely,



Brandon C. Riggins
Senior Project Executive
Messer Construction Co.
briggins@messer.com

Cc: File

LIMITED NOTICE TO PROCEED #1

City of New Albany, Ohio (Owner) has engaged **Messer Construction Co.** (Construction Manager) to perform its Bevelhymer Facilities Improvements (Project) and Owner and Construction Manager have previously entered into a definitive contract for the project based on AIA forms A133 and A201 signed October 7, 206 (CM Agreement), The parties are working toward Bevelhymer Facilities Improvements Guaranteed Maximum Price No. 2 (GMP #2) and in the interim, the Owner now desires to authorize Construction Manager to proceed with a portion of the Work further described in Exhibit No. 1 (Limited Work) that is intended to be covered, in due course, by GMP #1, subject to the following:

1. Authorization to Proceed with Limited Work. Owner hereby authorizes Construction Manager to proceed with performance of the Limited Work upon execution of this Limited Notice to Proceed #1 by both parties and continuing through June, 2027. Owner acknowledges that if the Limited Work cannot be completed by the end of June, 2027, and if this Limited Notice to Proceed expires without being extended or replaced by agreements for the completion of the Limited Work, the Limited Work will be left in an incomplete state. For performance of the Limited Work, Owner shall compensate Construction Manager for the applicable General Conditions, General Requirements, Cost of the Work and Construction Manager's Construction Phase Fee, as defined in and subject to the procedures set forth in the CM Agreement. Owner shall approve the Subcontractors, Vendors and Suppliers selected by Construction Manager to perform the Limited Work and no further bidding or approval procedures are required for Construction Manager to enter into those subcontracts.

2. Cost Estimates and Limitations. Construction Manager's estimate of the total charges to the Owner for the Limited Work that Construction Manager expects to be able to accomplish under this Limited Notice to Proceed No. 1, is an allowance of $1,797,953. This is not a guaranteed maximum price. This agreement is based on the allowance identified in Exhibit No. 1 and is subject to change based on the final scope of work approved. It is also subject to changes based on any circumstance which would justify a Change Order or use of contingency under the CM Agreement, including but not limited to encountering unanticipated concealed conditions. However, total billings from the Construction Manager to the Owner shall not exceed $1,797,953 without prior written approval of the Owner. It is understood that these billings will occur in part after the June 2027 time frame of performance.`

3. Duration and Extension. If Construction Manager has not received notice of Owner's election to extend this Limited Notice to Proceed and the parties have not entered into GMP #2 by June 1, 2027, then Construction Manager shall begin to wind down the Limited Work so that it can cease on June 30, 2027, with only demobilization activities occurring after that time. Owner shall have the right, by giving notice to Construction Manager not later than June 15, 2027, to extend this Limited Notice to Proceed for Limited Work to continue through July, 2027; in that case, Construction Manager estimates that the additional amount billable to the Owner for November work will not exceed $200,000, and the overall total billings from the Construction Manager to the Owner shall not exceed $1,997,953 without prior written approval of the Owner. If this Limited Notice to Proceed is not extended by June 15, 2027, and the parties have not

further extended it by mutual agreement or signed GMP #2, then Construction Manager shall begin to wind down the Limited Work so that it can cease on July 31, 2027, with only demobilization activities occurring after that time.

4. General Terms and Conditions. Unless inapplicable in context, the general terms and conditions of the CM Agreement shall apply to all Limited Work performed hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Limited Notice to Proceed No. 1, as of the date of execution by the last party.

OWNER: City of New Albany Ohio

BY: _____ **TITLE:** _____ **DATE:** _____
(Signature)

Acknowledged and accepted:

CONSTRUCTION MANAGER: Messer Construction Co.

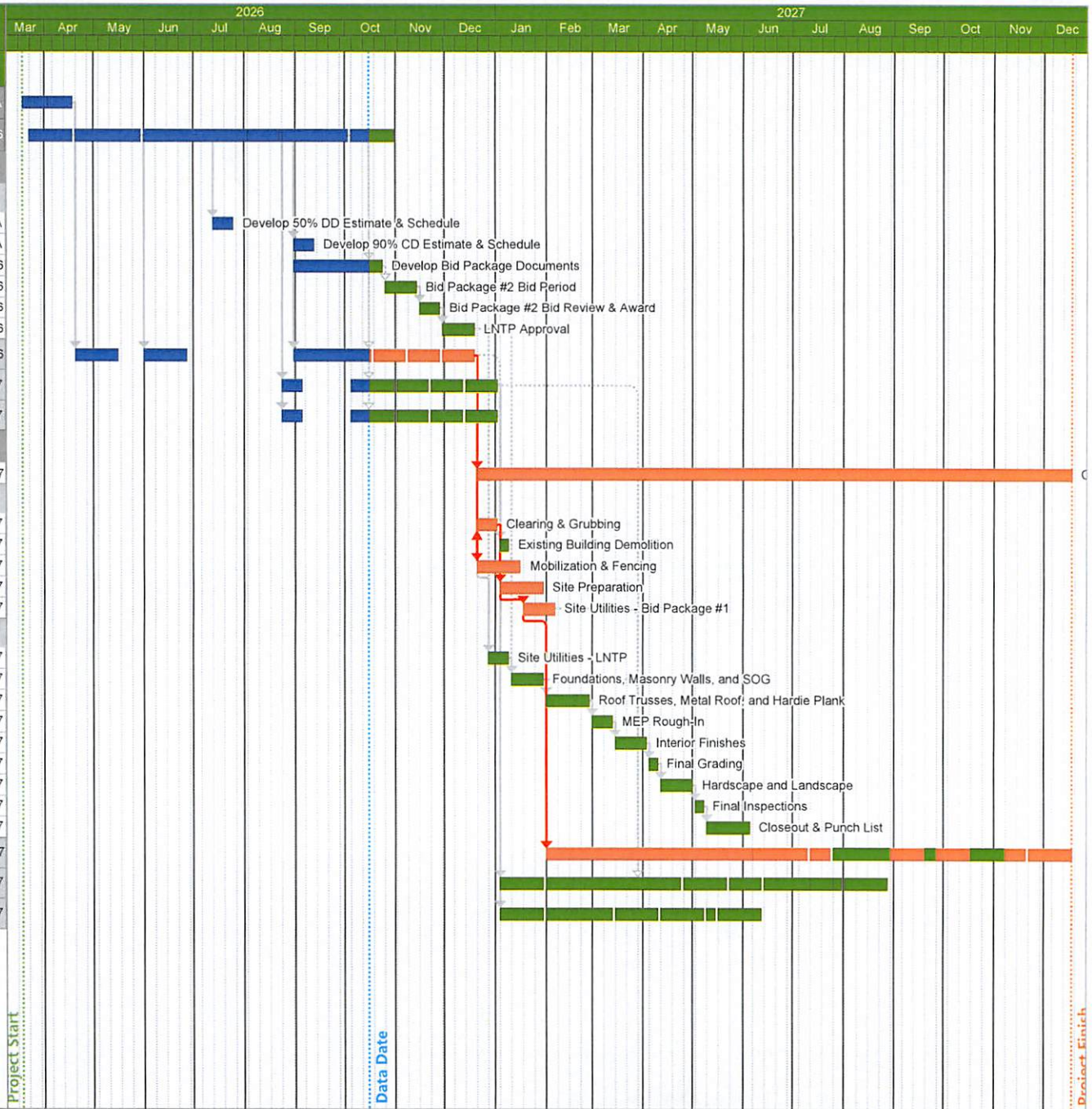
BY: _____ **TITLE:** Senior Project Executive **DATE:** 11/20/2024
(Signature)

Messer
WeAreBuilding.

NEW ALBANY
COMMUNITY CONNECTS US

LNTP #1 - Exhibit No. 1	
Bid Categories and Allowances	
BP#2 BC-00 General Requirements	$ 19,688
BP#2 BC-01 General Trades	$ 26,000
BP#2 BC-02 Site Work and Utilities	$ 135,000
BP#2 BC-03 Building Concrete	$ 34,000
BP#2 BC-04 Masonry	$ 82,712
BP#2 BC-05 Framing	$ 90,100
BP#2 BC-06 Metal Roofs	$ 32,200
BP#2 BC-07 Painting	$ 6,185
BP#2 BC-08 Plumbing	$ 143,400
BP#2 BC-09 HVAC	$ 40,000
BP#2 BC-10 Electrical	$ 63,208
---	---
Allowance - Pickle Ball Court Shades	$ 800,000
Allowance - Winter Conditions	$ 35,000
---	---
General Conditions, Insurance, Contingency, Taxes, and Fees	
General Conditions (CM Staff)	$ 89,757
General Liability Insurance (0.649%)	$ 11,669
Subcontractor Default Insurance (SDI) (1.26%)	$ 18,746
Builder's Risk Insurance (0.0625% of contract value per year)	$ 1,125
Payment & Performance Bonds (0.6%)	$ 10,788
Corporate Activity Tax (CAT) (0.26%)	$ 4,675
Carrying Charge (3% of GRs)	$ 591
Construction Contingency (3%)	$ 52,495
Owner Contingency (3%)	$ 52,495
CM Fee (2.75%)	$ 48,120
---	---
Total	**$ 1,797,953**

ID	Description	Days	Start	Finish
Bevelhymer Facilities Improvements				
Project Award		22	03/19/26A	04/17/26A
Design		160	03/23/26A	10/30/26
Preconstruction				
Pickle Ball Restroom				
240	Develop 50% DD Estimate & Schedule	10	07/13/26A	07/24/26A
250	Develop 90% CD Estimate & Schedule	10	08/31/26A	09/11/26A
220	Develop Bid Package Documents	40	08/31/26A	10/23/26
260	Bid Package #2 Bid Period	15	10/26/26	11/13/26
270	Bid Package #2 Bid Review & Award	10	11/16/26	11/27/26
280	LNTP Approval	15	11/30/26	12/18/26
Police Department Tactical Training Facility		175	04/20/26A	12/18/26
Service Department Storage Building		95	08/24/26A	01/01/27
Service Department Internal Renovations		95	08/24/26A	01/01/27
Construction				
182	Construction Period	260	12/21/26	12/17/27
Site Work				
80	Clearing & Grubbing	10	12/21/26	01/01/27
85	Existing Building Demolition	5	01/04/27	01/08/27
70	Mobilization & Fencing	20	12/21/26	01/15/27
90	Site Preparation	20	01/04/27	01/29/27
100	Site Utilities - Bid Package #1	15	01/18/27	02/05/27
Pickle Ball Restroom				
101	Site Utilities - LNTP	10	12/28/26	01/08/27
105	Foundations, Masonry Walls, and SOG	15	01/11/27	01/29/27
107	Roof Trusses, Metal Roof, and Hardie Plank	20	02/01/27	02/26/27
108	MEP Rough-In	10	03/01/27	03/12/27
109	Interior Finishes	15	03/15/27	04/02/27
115	Final Grading	5	04/05/27	04/09/27
117	Hardscape and Landscape	15	04/12/27	04/30/27
118	Final Inspections	5	05/03/27	05/07/27
119	Closeout & Punch List	20	05/10/27	06/04/27
Police Department Tactical Training Facility		230	02/01/27	12/17/27
Service Department Storage Building		170	01/04/27	08/27/27
Service Department Internal Renovations		115	01/04/27	06/11/27



City of New Albany
Bevelhymer Facilities Improvements
Exhibit No. 2
LNTP #1 Schedule

NEW ALBANY COMMUNITY CONNECTS US

Messer WeAreBuilding.

1A