



## **ORDINANCE O-43-2021**

### **AN ORDINANCE TO REPEAL ORDINANCE O-13-2004 AND DISBAND THE ECONOMIC DEVELOPMENT COMMISSION**

**WHEREAS**, on April 6, 2004, Village Council adopted Ordinance O-13-2004 to create an Economic Development Commission to study, analyze, and make recommendations to the mayor and council regarding economic development activities of the village; and

**WHEREAS**, at the time the ordinance was adopted, the village was in the process of creating a Community Development Department and its economic development program was not fully developed; and

**WHEREAS**, since the establishment of the commission approximately 17 years ago, the Community Development Department has become well established and its programs and practices have become highly respected throughout the region for their effectiveness; and

**WHEREAS**, due to the maturity and effectiveness of the Community Development Department, the Economic Development Commission has not had reason to meet in several years.

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

**Section 1.** Ordinance O-13-2004 is hereby repealed and the Economic Development Commission shall be disbanded upon the effective date of this ordinance.

**Section 2.** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 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 \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 11/17/2021

Introduced: 12/07/2021

Revised:

Adopted:

Effective:



## ORDINANCE O-44-2021

### AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 109.59+/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

**WHEREAS**, pursuant to the petition filed by Underhill & Hodge, LLC, agents for petitioner, with the Licking County Development and Planning Department, on September 16, 2021, and

**WHEREAS**, the foregoing Resolution #110-243 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on September 23, 2021, and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

**WHEREAS**, pursuant to Resolutions R-37-2021 and R-26-2021 of the City of New Albany, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreements with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation.

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

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

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

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

**Section 1:** The application of property owners set forth in Licking County requesting the annexation of 109.59+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in 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 the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

**Section 3:** Council of the City of New Albany hereby accepts the annexation of a 109.59+/- 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 of the Ohio Revised Code.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 11/18/2021  
Introduced: 12/07/2021  
Revised:  
Adopted:  
Effective:

**CERTIFICATION BY CLERK OF COUNCIL  
OF PUBLICATION OF LEGISLATION**

I certify that copies of Ordinance **O-44-2021** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jennifer Mason, Clerk of Council

\_\_\_\_\_  
Date



**Exhibit A - O-44-2021**

**PROPOSED ANNEXATION OF  
109.59± ACRES**

**FROM: JERSEY TOWNSHIP**

**TO: CITY OF NEW ALBANY**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 1 and 2, Quarter Township 2, Township 2, Range 15, United States Military District, being all of that 5.003 acre tract conveyed to Ray E. Rusmisl and Vicki D. Rusmisl by deed of record in Official Record 99, Page 733, part of that 32.553 acre conveyed to Ray E. Rusmisl and Vicki D. Rusmisl by deed of record in Official Record 155, Page 296, all of that 17.753 acre tract conveyed to Ted V. Grinstead by deed of record in Instrument Number 200202140006157, all of that 1.033 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202105120014321, all of that 42.83 acre tract conveyed to William J. Dodderer and Courtney B. Dodderer by deed of record in Instrument Number 202007140017128, all of that 2.000 acre tract conveyed to William J. Dodderer and Courtney B. Dodderer by deed of record in Instrument Number 202012160034569, all of that 4.666 acre tract conveyed to Francis Green by deed of record in Instrument Number 201706210013078, all of the remainder of that 20.00 acre tract conveyed Dedorah K. Watson by deed of record in Instrument Number 201002050002419, and all of that 7.393 acre tract conveyed to Robert J. Dodel by deed of record in Instrument Number 201107210013445 (all references refer to the records of the Recorder's Office, Licking County, Ohio), and being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Mink Street (County Road 41) with Beaver Road (Township Road 90);

Thence with the centerline of said Mink Street the following courses and distances:

North 29° 32' 02" East, a distance of 266.50 feet to a point;

North 29° 19' 01" East, a distance of 671.09 feet to a point; and

North 28° 35' 00" East, a distance of 808.76 feet to the common corner of said 2.000 acre tract and that tract conveyed to Brian D. Smith and Brad A. Smith by deed of record in Instrument Number 201805090009290, an angle point in the existing City of New Albany Corporation Line as established by Ordinance Number \_\_\_\_\_, of record in Instrument Number \_\_\_\_\_, the TRUE POINT OF BEGINNING;

Thence with said Corporation Line the following courses and distances:

North 85° 50' 54" West, with the northerly line of said Smith tract, a distance of 1869.60 feet to a point;

South 03° 42' 26" West, with the westerly line of said Smith tract, a distance of 350.62 feet to a northeasterly corner of that tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202105060013587; and

North 86° 19' 44" West, with the northerly line of said MBJ Holdings tract, a distance of 690.34 feet to a point in the existing City of New Albany Corporation Line as established by Ordinance Number O-31-2015, of record in Instrument Number 201601070000270, the easterly line of that tract conveyed to 9750 Innovation Campus Way, LLC by deed of record in Instrument Number 202101190001760;

Thence North 03° 47' 55" East, with said easterly line, said existing City of New Albany Corporation Line (Ord. O-31-2015), a distance of 491.31 feet to a point in the southerly line of that tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201602110002644;

**PROPOSED ANNEXATION OF  
109.59± ACRES**

**-2-**

Thence South 86° 34' 06" East, with said southerly line, the existing City of New Albany Corporation Line as established by Ordinance Number O-29-2016, of record in Instrument Number 201612050026928, a distance of 344.64 feet to a southeasterly corner of said MBJ Holdings tract;

Thence North 03° 58' 03" East, with the easterly lines of said MBJ Holdings tract and that tract conveyed to Nine Properties, Limited by deed of record in Instrument Number 200505250015574, partially with said Corporation Line (Ord. O-29-2016), a distance of 1687.48 feet to the centerline of Jug Street;

Thence South 86° 13' 09" East, with said centerline, a distance of 1888.40 feet to the northwest corner of that tract conveyed to Davida B. Carsey by deed of record in Instrument Number 200503100007093;

Thence with the perimeter of said Carsey tract, the following courses and distances:

South 03° 35' 24" West, a distance of 227.87 feet to a point;

South 85° 39' 22" East, a distance of 211.13 feet to a point; and

North 03° 26' 43" East, a distance of 229.95 feet to the centerline of said Jug Street;

Thence South 86° 13' 09" East, with said centerline, a distance of 344.10 feet to the northwest corner that tract conveyed to Betty M. Fagerstrom by deed of record in Deed Book 826, Page 989;

Thence South 03° 35' 24" West, with the west line of said Fagerstrom tract, a distance of 657.13 feet to the southwest corner of said Fagerstrom tract;

Thence South 86° 27' 03" East, with the south line of said Fagerstrom tract, a distance of 276.17 feet to the centerline of said Mink Street;

Thence South 21° 43' 05" West with said centerline, a distance of 268.76 feet to a point;

Thence South 28° 35' 00" West, a distance of 1023.76 feet to the TRUE POINT OF BEGINNING, containing 109.59 acres, more or less.

**EVANS, MECHWART, HAMBLETON & TILTON, INC.**

**Heather L. King  
Professional Surveyor No. 8307**





## ORDINANCE O-45-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 11.751 +/- ACRES OF LAND LOCATED AT 7270 NEW ALBANY-CONDIT ROAD FOR AN AREA TO BE KNOWN AS THE "CORNERSTONE ACADEMY ZONING DISTRICT" FROM ITS CURRENT ZONING OF LIMITED GENERAL EMPLOYMENT (L-GE) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY CORNERSTONE ACADEMY C/O AARON UNDERHILL, ESQ.

**WHEREAS**, council has determined that it is necessary to rezone certain property located in the city to promote orderly growth and development of lands, and

**WHEREAS**, the Rocky Fork-Blacklick Accord, Planning Commission, and 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 Cornerstone Academy c/o Aaron Underhill, Esq., the Rocky Fork-Blacklick Accord and Planning Commission have 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 11.751 ± acre area of land located at 7270 New Albany-Condit Road (PID: 222-001945) for an area to be known as the "Cornerstone Academy Zoning District" from its current zoning of Limited General Employment (L-GE) to Infill-Planned Unit Development (I-PUD).
- B. The zoning district's zoning text and preliminary development plan 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 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 \_\_\_\_\_, 2022.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 11/19/2021

Introduced: 12/07/2021

Revised:

Adopted:

Effective:

**CORNERSTONE ACADEMY ZONING DISTRICT**

**INFILL PLANNED DEVELOPMENT (I-PUD)**

**DEVELOPMENT STANDARDS TEXT**

**November 16, 2021**

**I. Summary:** This I-PUD zoning district consists of 11.751+/- acres located to the northwest of and adjacent to the intersection of New Albany-Condit Road and New Albany Road East. The property is presently undeveloped and is generally bisected from southwest to northeast by a 110-foot wide gas line easement. To the north is the Nottingham Trace residential subdivision, including a 23+ acre park that is to the northwest of and adjacent to the subject site. To the north of and adjacent to this zoning district is a tract of property that is zoned to allow future development of retail and service uses, and to the east across New Albany-Condit Road is the Canine Companions for Independence campus. An undeveloped property is located to the west, and across New Albany Road East to the south and southwest are data centers.

The applicant, Cornerstone Academy, is a tuition-free public charter school. It seeks this rezoning to allow the operation of a middle school and high school facility that will serve as a complement to an elementary school at its main campus on Walnut Street and to replace an undersized facility on Central College Road that currently serves students in grades 6-12. The proposed facility will be a two-story building to be located in the northwestern portion of the subject site. Two outdoor sports fields also are proposed, one being located generally parallel to each of New Albany-Condit Road and New Albany Road East.

**II. Development Standards:** Unless otherwise specified in the submitted drawings or in this written text, the provisions of the City of New Albany Codified Ordinances shall apply to this zoning district. In the event of a conflict between this text or the submitted drawings and a specific provision of the Codified Ordinances, this text or the drawings shall govern. When this text or the submitted drawings are silent on a particular matter, the provisions of the Codified Ordinances shall apply. Basic development standards are compiled regarding proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the development.

**III. Permitted Uses:** The only permitted use in this zoning districts shall be primary, intermediate, and secondary schools. Supporting ancillary uses typical of that found on a school campus shall be permitted as accessory uses, such as but not necessarily limited to gymnasiums, auditoriums, cafeterias, administrative offices, outdoor recreational fields, open space, and playgrounds.

**IV. Setback and Lot Commitments:**

**A. New Albany-Condit Road:** There shall be a minimum pavement and building setback of 125 feet from the right-of-way of New Albany-Condit Road.

B. New Albany Road East: There shall be a minimum pavement and building setback of 125 feet from the right-of-way of New Albany Road East.

C. Other Perimeter Boundaries: There shall be a minimum pavement and building setback of 25 feet from all perimeter boundaries of this zoning district that are not adjacent to a public right-of-way.

D. Interior Setbacks: There shall be a zero setback requirement for pavement and buildings from property lines that are interior to this zoning district (i.e., those property lines which are not perimeter boundary lines).

E. Maximum Lot Coverage: The maximum lot coverage in this zoning district shall be 60%.

V. Architectural Standards: Architecture for buildings in this zoning district shall be governed by the requirements of the City's Design Guidelines and Requirements for Institutional and Civic Buildings. In addition, the following architectural requirements shall apply to this site:

A. Building Height: The maximum building height for primary structures shall not exceed 65 feet. Architectural elements may exceed this height as provided in Section 1165.07 of the Codified Ordinances. Buildings shall be no more than two stories in height.

B. Service and Loading Areas: Service areas and loading docks shall be fully screened from the view of public rights-of-way.

C. General Requirements:

1. Building designs shall not mix architectural elements or ornamentation from different styles. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.

2. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, brick, brick veneer, stone, stone veneer, and concrete shall be permitted, along with contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, and cementitious fiberboard (e.g., hardiplank or equivalent) shall be permitted on buildings not employing traditional styles. The use of reflective or mirrored glass shall be prohibited. The primary masonry color will be earth tones of light and medium sand and/or gray and other façade materials shall be darker in color to provide design interest and contrast.

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

4. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent 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/attenuate sound generated by such equipment.

**VI. Access, Traffic, Site Circulation, and Parking Commitments:**

A. Street Rights-of-Way: Right-of-way shall be dedicated to the City for a distance of 50 feet as measured from the centerline of New Albany-Condit Road and for a distance of 50 feet as measured from the centerline of New Albany Road East.

B. Access: Vehicular access to and from this zoning district shall be permitted from New Albany-Condit Road and New Albany Road East. Best effort to install a cross access easement for the access drive located on New Albany Road East shall be required. A Traffic Impact Study (TIS) shall be completed by the developer and submitted for review, approval, and acceptance by the city traffic engineer no later than the time of filing a final development plan application to determine if full access drives or RI/RO only are permitted. The TIS will also determine if and where right and left turn lanes may be required to minimize traffic back-ups. The TIS shall also take into consideration cross access feasibility for the access drive located on New Albany Road East.

C. Private Drives: A private drive shall be provided in the northern and western portions of the site which generally runs parallel to the northern boundary line and then turns and runs generally parallel to the western boundary. This private drive shall be the primary route used for bus traffic and may also be used by other vehicles. A bus lane shall be provided adjacent to the west side of the building to allow for student drop-off and pick-up while not impacting the flow of other traffic interior to the site. Another private drive shall connect to the first one in a loop configuration running along the south and east of the building.

D. Parking Spaces: A minimum of 205 parking spaces shall be provided with the initial phase of development. Should an expansion of the building occur in the future, additional parking shall be provided at the minimum rate of 3 parking spaces for each additional classroom or 1 parking space for each 5 seats in a new auditorium, whichever is greater.

**VII. Buffering, Landscaping, Open Spaces, and Screening:**

A. Landscaping Plan: A landscaping plan shall be submitted with a final development plan application for review by the Planning Commission. Landscaping in this zoning district shall be installed and maintained in accordance with the landscaping plan that is approved by the Planning Commission.

B. State Route 605 and New Albany Road East Landscape Treatments: A landscape treatment consisting of an average of 10 trees per 100 lineal feet of road frontage shall be installed and maintained along State Route 605 and New Albany Road East within a distance of 55 feet from the right-of-way. These trees shall consist of a mix of deciduous and evergreen species that are native to Ohio, with the locations, number, and spacing to be reviewed as part of a final development plan. These trees shall be installed on a mound that has a slope not to exceed 6:1 on the side facing the public street. The mound shall be a minimum of 3 feet and a maximum of 12



feet in height, and its design shall be reviewed as part of a final development plan. 70% of required trees shall be planted on the street side of the mound, and no trees shall be located within the upper quartile crest of the mound.

C. Parking Lot Landscaping: Interior landscaping within paved parking areas shall be a minimum of five percent (5%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as to visually break up large expanses of pavement and provide landscaped walking paths between parking lots and the main buildings.

D. Leisure Trails: An asphalt leisure trail with a width of 8 feet shall be constructed by the applicant/developer along the zoning district's frontage on New Albany-Condit Road. This leisure trail shall be constructed to connect to an existing leisure trail that is located along the site's frontage on New Albany Road East.

E. White Horse Fence: A four-board white horse fence shall be installed along the zoning district's frontage on New Albany-Condit Road. The existing four-board white horse fence along New Albany Road East shall remain.

F. Stream Corridor: A Stream Corridor Protection Zone shall be provided along the stream that generally runs east-west along the northern boundary line of this zoning district. It shall be a minimum of 50 feet in width as measured both northward and southward from the centerline of the stream, it being the intent that a similar protection zone shall be provided by the property owners located to the north of the stream. Within the Stream Corridor Protection Zone, no improvements shall be permitted other than landscaping, if approved as part of a final development plan, and an asphalt leisure path running east-west with a location to be approved as part of a final development plan. Such leisure path shall connect to New Albany-Condit Road on the east and shall stub to the existing off-site public park to the northwest of this zoning district.

G. Connections to Leisure Trails and Public Streets: A clear and defined route of pedestrian and bicycle ingress and egress between buildings and the public street network and adjacent leisure trails shall be provided.

H. Street Trees: Existing street trees along New Albany Road East shall remain and be maintained. Street trees shall be installed on New Albany-Condit Road at the rate of 4 trees per 100 linear feet. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Street trees shall be a minimum of 3 inches in caliper at installation. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

I. Trash Enclosures: All dumpsters shall be located in the side or rear yard outside of minimum pavement setbacks and shall be enclosed by masonry walls or by fences in order to screen them from off-site view. Such screening shall be at least 6 feet in height.

J. Screening of Parking: Parking areas shall be screened to a height of 4 feet using landscaping or masonry walls in accordance with relevant provisions of the Codified Ordinances. This requirement alternatively may be met by required mounding and landscaping.

K. Permanent sports field netting shall be prohibited. The required perimeter mounding and landscaping around the zoning district shall be used to provide a barrier between sports fields and the public right-of-way.

L. Screening of Bleachers: All permanent or temporary bleachers or spectator stands for the athletic field(s) shall be completely screened from the public right-of-way.

#### **VIII. Lighting and Utilities:**

A. Lighting Plan: A lighting plan shall be submitted with a final development plan application for review by the Planning Commission. Lighting in this zoning district shall be installed and maintained in accordance with the lighting plan that is approved by the Planning Commission.

B. Parking Lot Lighting: All parking lot lighting shall be cut-off type fixtures and down cast. No lighting from this site shall spill onto any adjacent property. Parking lot lighting shall be from a controlled source in order to prevent light from spilling beyond the boundaries of the site. All such lighting shall be of the same light source type and style.

C. Parking Lot Light Poles: All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 18 feet in height.

D. Prohibited Lighting: No permanent colored lights or neon lights shall be used on the exterior of any building. Uplighting of buildings shall be prohibited.

F. Underground Utilities: All new utilities that are installed in this zoning district shall be located underground.

G. Security Lighting: Security lighting, when provided, shall be of a motion-sensor type.

H. Permanent lighting of sports fields shall be permitted, provided that no light spillage shall be permitted onto adjacent properties or rights-of-way. Specifications for light poles and fixtures shall be presented for review and approval as part of a final development plan. Light poles for lighting sports fields shall not exceed 18 feet in height unless otherwise approved as part of a final development plan based on operational needs for the field(s) and a demonstration by the applicant that the increased height will not materially and negatively impact adjacent properties.

**IX. Signage:**

A. Signage Plan: Final details for all signs shall be submitted with a final development plan application for review by the Planning Commission. Lighting in this zoning district shall be installed and maintained in accordance with the lighting plan that is approved by the Planning Commission.

B. Wall Signs:

1. Primary Wall Signs: One wall sign shall be permitted on the southern-facing elevation of the school building, and one wall sign shall be permitted on one of the eastern-facing elevations of the building. These signs shall identify the school and may include the school's logo.

2. Secondary Wall Signs: Secondary wall signs shall be permitted to identify uses within the building to promote wayfinding. These signs shall be placed where architecturally appropriate (as determined by the Planning Commission as part of its review of a final development plan). The number, sizes, locations, and other specifications for signs shall be subject to the review of the Planning Commission as part of a final development plan. Such signs shall be of a smaller size and installed at a shorter height than other permitted wall signage.

C. Ground Signs: A ground sign shall be permitted at the vehicular access point into the site along New Albany-Condit Road and at the vehicular access point along New Albany Road East.

D. Directional Signs: Directional and wayfinding signage shall be permitted internally within this zoning district as permitted by the Codified Ordinances. The applicant shall provide a plan for designs and locations of such signs for review by the Planning Commission as part of a final development plan application.

**X. Miscellaneous:**

A. Appeals and Variances:

1. Appeals:

(a) Taking of Appeals: Appeals to the Board of Zoning Appeals concerning interpretation or administration of the text or the underlying zoning ordinance by the Zoning Officer or any other administrative official may be taken by any person aggrieved, including a tenant, or by a governmental officer, department, board, or bureau. Such appeal shall be taken within twenty days after the date of the decision by filing a notice of appeal specifying the grounds thereof with the officer from whom the appeal is taken and the Board of Zoning Appeals.

(b) Imminent Peril: An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Officer certifies to the Board of Zoning Appeals, after notice of appeal shall have been filed with him, that by reason of facts stated in the application of a stay would, in his opinion, cause imminent peril to life or property. In such case, the proceeding shall not be stayed other than by a restraining order which may, on due cause shown, be granted by the Board of Zoning Appeals, after notice to the Zoning Officer or by judicial proceedings.

B. Variances:

1. Nature of Variance: On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of the PUD portion of this text or the Zoning Ordinance unreasonable and, therefore, the procedure for variance from development standards is provided to allow the flexibility necessary to adapt to changed or unusual conditions, both foreseen and unforeseen, under circumstances which do not ordinarily involve a change of the primary use of the land or structure permitted.

2. Variance Process: The procedures and requirements of Chapter 1113, Variances of the Codified Ordinances of the City of New Albany shall be followed in cases of appeals. The Planning Commission shall hear requests for variances in this zoning district.

C. ARB Review: Any final development plan for this zoning district shall be reviewed by the City's Architectural Review Board (ARB) in addition to Planning Commission. The ARB shall not review the rezoning application or preliminary development plan application for this zoning district.

## **SUPPLEMENTARY STATEMENT**

### **CORNERSTONE ACADEMY**

#### **I-PUD ZONING DISTRICT**

Cornerstone Academy is pleased to present an application to rezone 11.751+/- acres located to the northwest of the intersection of New Albany-Condit Road and New Albany Road East to facilitate the development, construction, and operation of a public charter school. The school will educate students in grades 8-12 and provide learning opportunities as well as sports, arts, music, computer science, and other programming typical of any other school.

An existing Cornerstone Academy elementary school is located on Walnut Street within a few miles to the west of the site that is being zoned. Providing a new facility in close proximity to the existing school will provide efficiencies for the organization and allow for convenient access to both locations for families with children attending both schools. New Albany has been chosen as the location for the new facility due to its exceptional demographics, demand for this type of school, and its proximity to a relatively large base of potential students in the surrounding area.

The site on which the school is proposed is uniquely situated. It would be the second institutional type of use in the area, just down the street from the Canine Companions for Independence campus. To the north is the Nottingham Trace subdivision, which includes a City-owned park that is adjacent to the subject property and provides great synergy with the proposed use. Data centers and other employment-generating uses are to the east and south, and undeveloped land is located to the west. Residential areas are within a short distance of the site, such as the Lifestyle Communities, Upper Clarenton, the Courtyards at New Albany, Wentworth Crossing, and the Enclave. This portion of New Albany continues to see a mix of uses operate and being proposed for development.

In addition to providing an institutional amenity for the City, this project will have a clear economic benefit. It is estimated to create 81 jobs with an annual payroll of \$4.4 million. With the City's 2% income tax rate, this yields \$88,000 per year of income tax revenue prior to factoring inflation. Therefore, it will have the same financial impact to the City as a moderately-sized commercial development.

**CORNERSTONE ACADEMY  
I-PUD ZONING DISTRICT**

**Information concerning specific Code requirements for  
rezoning submittal by Cornerstone Academy**

Per C.O. 1111.03(g), a statement as to how the proposed zoning amendment will impact adjacent and proximate properties.

**Response:** The Cornerstone Academy Zoning District consists of 11.751+/- acres located at the northwest corner of the intersection of New Albany Road East and New Albany-Condit Road in New Albany. The subject property is in an area that includes a variety of uses, such as the Nottingham Trace neighborhood to the north and its associated City-owned park, the Canine Companions for Independence campus to the northeast, the Pharma Force facility to the east, and existing and future employment generating development to the west. The rezoning of this property to allow a public charter school facility is a good transitional use given the existing surrounding uses.

Per C.O. 1111.03(i), any deed restrictions, easements, covenants and encumbrances to be imposed to control the use, development and maintenance of the area to be rezoned.

**Response:** Upon the completion of the zoning for this property and prior to selling the property to any third party, the property will be made subject to The New Albany Business Park CCRs and will become part of The New Albany Business Park Association.

Per C.O. 1159.07(b)(2)(F) The schedule of site development, construction of structures and associated facilities. Such schedule shall include the proposed use or reuse of existing features such as topography, streets, easements and natural areas.

**Response:** Development of the site will occur soon after final zoning and development plan approvals are received. Development is expected to occur over a 12-18 month period.

Per C.O. 1159.07(b)(2)(J) Verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain a Water Quality Certification Permit from the Ohio Environmental Protection Agency. In the case of an isolated wetland either a general state or individual state isolated wetland permit must be obtained from the Ohio Environmental Protection Agency (Sections 6111.021. - 6111.024 of House Bill 231).

**Response:** No such application is required.

Per C.O. 1159.07(b)(2)(K) Verification that an application, if required, has been submitted to the U.S. Army Corps of Engineers, in compliance with Section 404 of the Clean Water Act in which anyone who wishes to discharge dredged or fill material into waters of the United States must obtain either a nationwide or individual permit from the U.S. Army Corps of Engineers.

**Response:** No such application is required.



Aaron L. Underhill  
8000 Walton Parkway, Suite 260  
New Albany, Ohio 43054

P: 614.335.9321  
F: 614.335.9329  
aaron@uhlawfirm.com

September 21, 2021

Mr. Chris Christian  
Deputy Director of Development  
City of New Albany  
99 W. Main Street  
New Albany, Ohio 43054

**RE: School Impact of Zoning of 11.751 +/- Acres Located at 7270 New Albany-  
Condit Road, in New Albany, Ohio, by Cornerstone Academy**

Dear Chris:

Cornerstone Academy is in contract to pursuant, from The New Albany Company LLC, certain real property (the "Property") located at 7270 New Albany Condit Road, New Albany, Ohio 43054. This letter accompanies an application to rezone the Property from L-GE, Limited General Employment to I-PUD, Infill Planned Unit Development, to permit a public charter school facility and related improvements. The purpose of this letter is to analyze the impact of this zoning on the New Albany Plain Local School District.

Today the site is undeveloped. While due to its nature as a school it will be exempt from real estate taxation if this application is approved, this project will benefit the NAPLSD in another way. It will provide an alternative school to attend for students who live within the NAPLSD. Therefore, it has the potential to reduce the number of schoolchildren that attend schools in the district, as it is likely that a number of them will choose instead to attend Cornerstone Academy once it is operating on the site. This will have a positive financial impact on the NAPLSD and positively impact any pressure on the district's capacity in its buildings.

The applicant is pleased to bring forth this application and looks forward to working with the City. Please let me know if you have any questions.

Sincerely,

Aaron L. Underhill  
Attorney for the Applicant

+ 11118

**EXHIBIT "A"**  
(Page 1 of 1)

Situated in the State of Ohio, County of Franklin, Village of New Albany, Quarter Township 2, Township 2, Range 16, United States Military District, and being out the residuum of that 209.180 acre tract conveyed to The New Albany Company Limited Partnership of record in Official Record 30262D04 and all of that 6.792 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200801040001997 and described as follows:

Beginning, for reference, at a P.K. nail found at the centerline intersection of New Albany Road East with New Albany - Condit Road (S.R. 605; see Plat Book 91, Page 45) as recorded in Plat Book 86, Page 78;

Thence N 86° 24' 55" W, along said centerline of New Albany Road East, 99.96 feet to a P.K. nail found;

Thence N 03° 35' 05" E, leaving said centerline of New Albany Road East, 50.00 feet to an iron pin set in the north right-of-way line for said New Albany Road East, the True Point of Beginning;

Thence along said north right-of-way line per said Plat Book 86, Page 78, the following courses;

N 86° 24' 55" W, 45.64 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of 26° 45' 29", a radius of 1350.00 feet, and an arc length of 630.47 feet, a chord bearing and chord distance of S 80° 12' 22" W, 624.76 feet to a ¾" iron pipe (EMHT) found at the southwest corner of said 6.792 acre tract, the same being the southeast corner of that 15.735 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200910010142138;

Thence N 04° 02' 00" E, along the common line to said 6.792 acre and 15.735 acre tracts, 838.62 feet to an iron pin set at a common corner thereof, in the south line of that 4.995 acre tract conveyed to The New Albany Company LLC of record in Instrument Number 200103010041466;

Thence S 85° 58' 00" E, along the common line to said 6.792 acre and 4.995 acre tracts, 656.62 feet to a ¾" iron pipe (EMHT) found the northeast corner of said 6.792 acre tract, the same being the northwest corner of that 0.707 acre tract conveyed to the State of Ohio of record in Instrument Number 199908230213995, in the west right-of-way line for said New Albany - Condit Road;

Thence along the west line of said 0.707 acre tract, the same being said west right-of-way line, the following courses;

S 29° 13' 56" E, 92.76 feet a ¾" iron pipe (EMHT) found;

S 03° 35' 05" W, 116.47 feet to an iron pin set;

S 16° 19' 37" W, 45.34 feet to an iron pin set;

S 03° 35' 05" W, 400.24 feet to an iron pin set at a point of curvature;

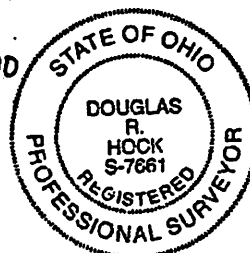
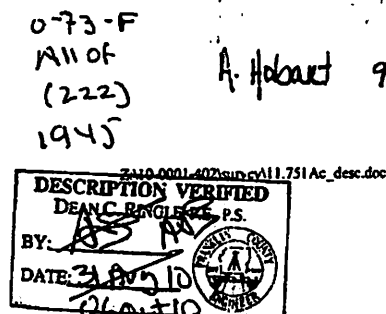
with a curve to the right, having a central angle of 90° 00' 48", a radius of 50.00 feet, and an arc length of 78.55 feet, a chord bearing and chord distance of S 48° 35' 32" W, 70.72 feet to the True Point of Beginning.

Containing 11.751 acres of land, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Douglas R. Hock, P.S. 7661 on August 30, 2010 and is based on existing records and an actual field survey performed in August 2010. A drawing of the above description is attached hereto and made a part thereof.

All iron pins set are 3/4" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on N 86° 16' 25" W for the south line of that 18.450 acre tract as shown of record in I.N. 200811260171024.

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.



ADVANCED CIVIL DESIGN, INC.

*Douglas R. Hock*  
Douglas R. Hock, P.S. 7661  
8/31/10  
9-27-10  
A. Hobart



# SURVEY OF ACREAGE PARCEL

9-27-10

Village of New Albany, Franklin County, Ohio  
Quarter Township 2, Township 2, Range 16, U.S.M.D.

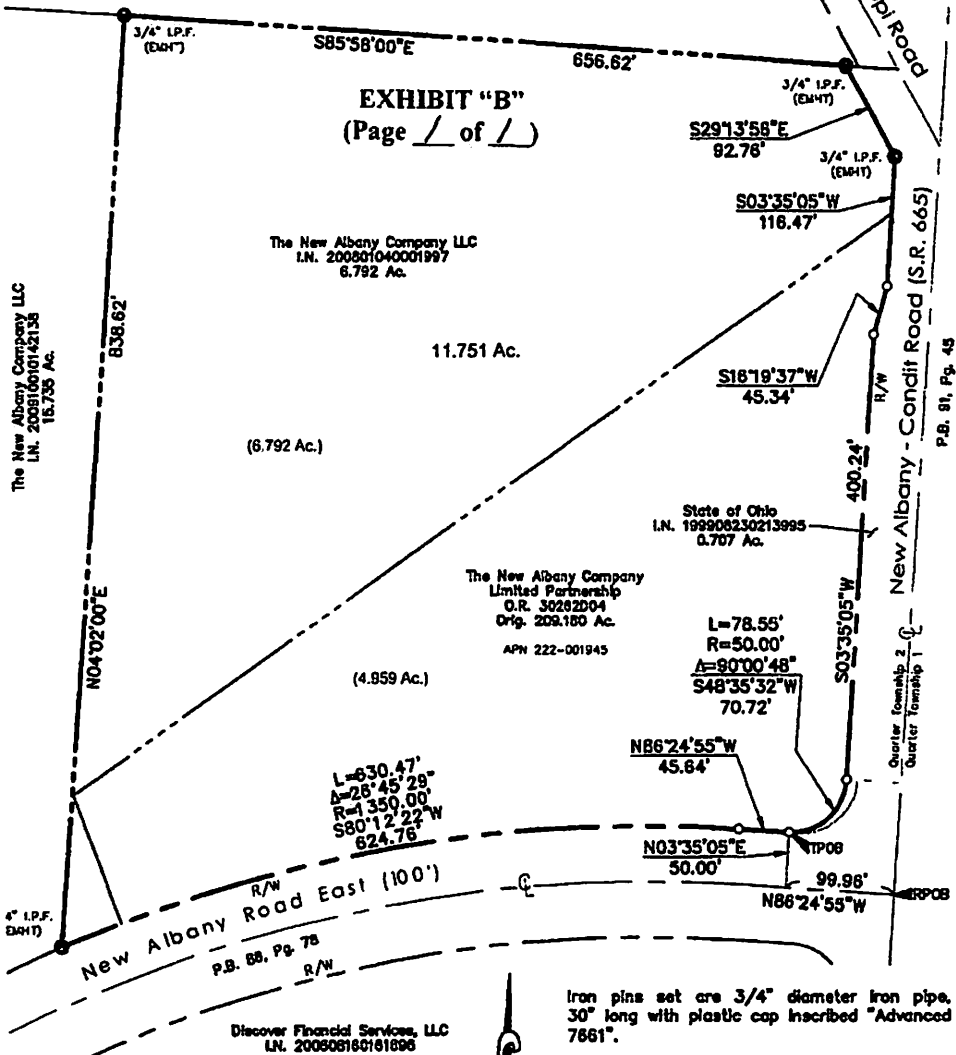
A. Hobart

9-27-10

The New Albany Company LLC  
I.N. 200103010041465  
4.993 Ac.

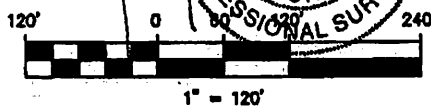
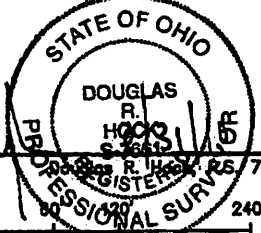
A. Hobart

## EXHIBIT "B" (Page 1 of 1)



This exhibit is based on existing records and an actual field survey performed in October 2007 and August 2010.

Bearings are based on the same as the plot for a portion of New Albany - Condit Road of record in Plat Book 86, Page 78 in which the centerline of said road bears S 03° 35' 05\"/>



Iron pins set are 3/4\"/>

- Iron Pipe Found
- Iron Rod Found
- ✕ PK Nail Found
- ▲ RR Spike Found
- [M] Monument Box
- Iron Pin Set
- ✕ PK Nail Set
- △ RR Spike Set
- (M) Monument

Survey Reference: #744

DRAWN BY: JCD JOB NO.: 10-0001-402  
DATE: 08/30/2010 CHECKED BY: DRH

**ADVANCED**  
CIVIL DESIGN  
ENGINEERS SURVEYORS

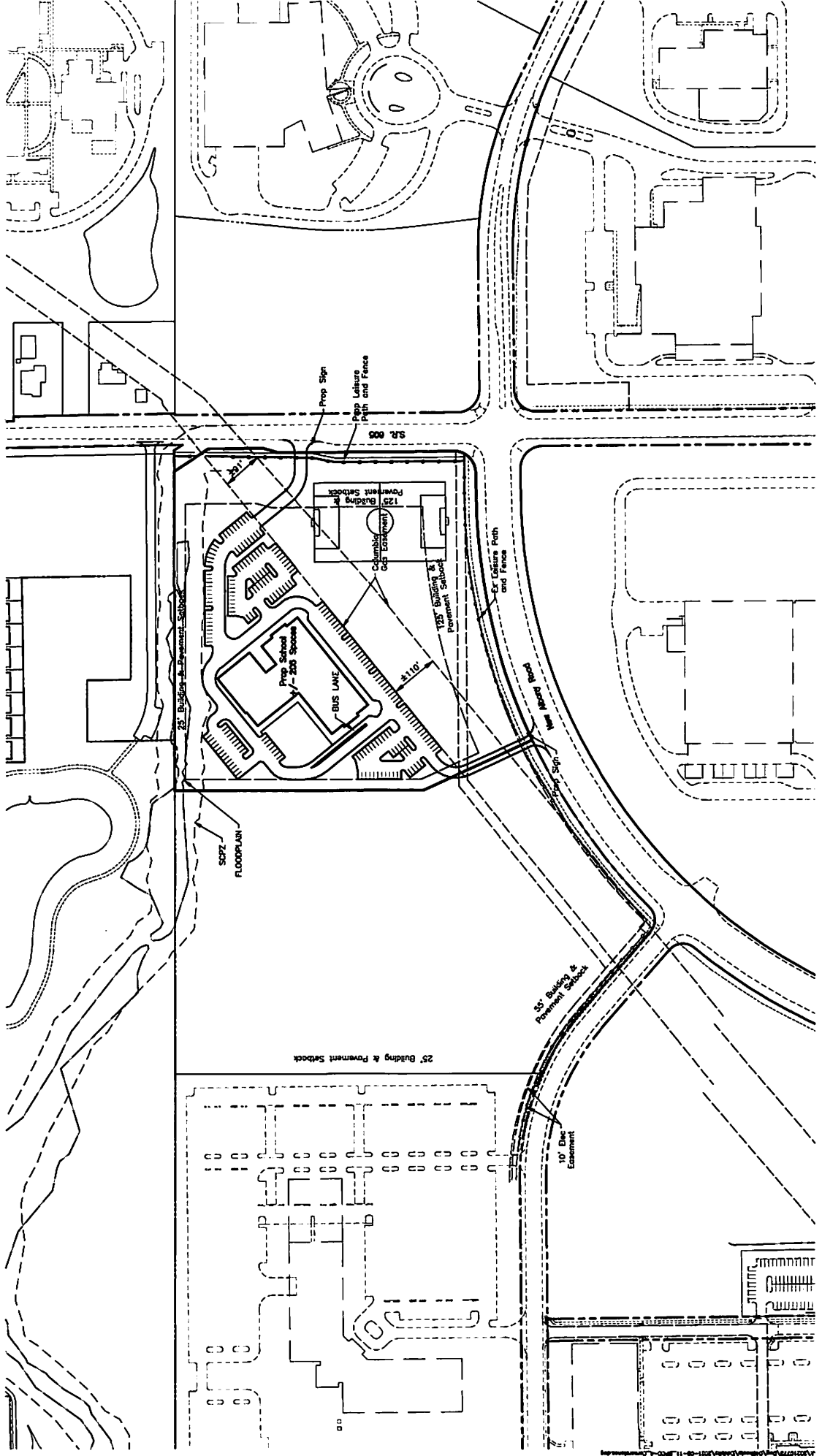
422 Beecher Road  
Cahanna, Ohio 43230  
ph 614.428.7790  
fax 614.428.7755

# BUSINESS PARK CENTRAL COLLEGE SITE 4 - CORNERSTONES

New Albany, Ohio

THE NEW ALBANY COMPANY

Date: August 18, 2021





## ORDINANCE O-46-2021

### AN ORDINANCE TO ENACT CHAPTER 1154 "TMD TECHNOLOGY MANUFACTURING DISTRICT" OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

**WHEREAS**, the enactment of Chapter 1154 "TMD Technology Manufacturing District" will establish a new commercial zoning district; and

**WHEREAS**, it has been found that the Codified Ordinances of the City of New Albany need to be amended to enact Chapter 1154, a new chapter; to incorporate typical best practices and development standards established within limitation texts throughout the business park; and

**WHEREAS**, it has been found that the Codified Ordinances of the City of New Albany, Chapter 1154, is necessary to efficiently address market demands, provide certainty of processes and foster economic growth while protecting the health, safety and welfare of the users of the district and residents of the municipality; and

**WHEREAS**, the Planning Commission has held a public hearing, received public input and recommended approval of the proposed codified ordinance chapter.

**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 Codified Ordinance Chapter 1154 "TMD Technology Manufacturing District" as attached in Exhibit A shall be enacted as requested by the city of New Albany.

**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 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 \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 11/23/2021

Introduced: 12/07/2021

Revised:

Adopted:

Effective:

## **CHAPTER 1154 – TMD TECHNOLOGY MANUFACTURING DISTRICT**

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1154.07 – ACCESSORY USES
1154.08 – PARCEL AND YARD REQUIREMENTS
1154.09 – DISTRICT LANDSCAPE AND ARCHITECTURE STANDARDS PLAN
1154.10 – FLAGSHIP PROJECT SUBMITTAL CONTENT AND REQUIREMENTS
1154.11 – PERMITTING PROCEDURE FOR FLAGSHIP PROJECTS
1154.12 - STORAGE; HAZARDOUS MATERIALS
1154.13 – ARCHITECTURE
1154.14 – LANDSCAPING
1154.15 – SIGNAGE
1154.16 – LIGHTING
1154.17 – PARKING AND LOADING
1158.18 – VARIANCES AND APPEALS.

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#### **1154.01 – CONFLICT**

Technology Manufacturing Zoning Districts may be established by application in accordance with Chapter 1111. Once property is designated in the TMD classification, the provisions of this chapter and the requirements contained herein, including the provisions of the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan, which are incorporated by reference (see Section 1154.09), shall take precedence over all other conflicting regulations contained in the Codified Ordinances as it pertains to that property.

#### **1154.02 – PURPOSE**

These regulations are established to provide for a range of manufacturing, production, industrial and other employment-generating activity contained within or supporting at least one significant use or user. The TMD is intended to further the economic vitality of the City while protecting the health, safety and welfare of the users of the district and residents of the Municipality. It is also intended to streamline review procedures for new development, redevelopment, and expansions of existing development in order to efficiently address market demands, provide certainty of processes, and foster economic growth.

### **1154.03 – ELIGIBILITY**

In order for property to be eligible to be classified with the TMD designation, it must be included within a zoning application pertaining to a minimum of 500 contiguous acres. Alternatively, a property will be so eligible if, when zoned with the TMD designation, its acreage plus the acreage contained within the continuous perimeter of contiguous property that is already zoned in the TMD classification together will equal at least 500 acres. Properties separated by a public right-of-way shall be considered to be contiguous for purposes of this provision.

Upon a rezoning of property into the TMD zoning classification, it shall be designated as “TMD” on the City’s zoning map. The Director or his/her designee shall determine which of the project categories set forth in Section 1154.04 applies to an application for a permit for construction or improvements for development of property with a TMD classification. The review of the application shall be undertaken using the standards that apply to such category as provided in this Chapter.

### **1154.04 – PROJECT CATEGORIES**

(a) “Flagship Project.” A Flagship Project shall be any development proposal on a single parcel or multiple contiguous parcels containing at least 500 acres which are under common ownership or control by a single person or business entity (and, if applicable, its affiliated persons or business entities). This category also shall include modifications to or expansions of an existing Flagship Project. Properties separated by a public right-of-way shall be considered to be contiguous for purposes of this provision.

(b) “Primary Project.” A Primary Project shall be any development proposal that is not a Flagship Project and which contains, as its primary use, at least one use which is permitted in the TMD.

### **1154.05 – PERMITTED USES**

(a) Any use specified as a permitted use or conditional use in the LI, Limited Industrial District under Section 1153 shall be a permitted use within the TMD, except that personal service (Section 1153.03(b)(2)) and retail product sales and service (Section 1153.03(b)(3)), shall be allowed only as accessory uses to a permitted use in this Zoning District and in accordance with Section 1154.07(a).

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

(c) Off-site parking

(d) Parking structures

(e) Agriculture

(f) Bulk storage tanks, pads and distribution consisting of tanks, containers, and other similar structures used for the storage and eventual distribution of large quantities of liquids, chemicals, fuels, oils, or similar items to be used in, or are a waste byproduct of, manufacturing processes. Bulk storage tanks and pads may be located above ground and/or below ground, provided that above ground storage tanks and pads shall be subject to the required minimum building setbacks as provided in this Chapter 1154;

(g) Essential services which for purposes of this Chapter 1154 shall mean the erection, construction, alteration, or maintenance, by public utilities or municipal or other governmental agencies, of underground or overhead gas, electrical, steam, or water transmission or distribution systems; collection, communication, supply, or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health, safety, or general welfare.

(h) Water/wastewater treatment facilities consisting of private or public facilities and related infrastructure for the treatment of water and/or wastewater that serve a Flagship Project and are intended to and have projected capacity also to serve one or more Primary Projects. These facilities shall be required to utilize processes and infrastructure that provide environmental benefits such as (but not limited to) conservation, reduction of pollution, and reuse of water.

(i) Bulk gas yards including generation, storage, and distribution that consists of facilities for the creation, manufacturing, production, and distribution of bulk gases used in electronics manufacturing and other industries. Such facilities are necessary in order to scale such production and distribution and to reduce costs, ensure adequate supplies to nearby uses, and achieve consistent purity of product. Typical components of these facilities may include compressors, water cooling plants, pre-purification units, and bulk tanks for storage, among others.

(j) Electric Switch Yards

(k) Concrete batch plants within a Flagship Project. These include the operation of a combination of equipment within and/or outside of a structure which bring together water, air, cementitious mixtures, and other aggregate materials to produce concrete for different application types, with the primary purpose of serving uses and users within the TMD.

(l) Solar panels that are ground-mounted, on structures or over paved parking areas.

(m) Truck cell phone lots. Characterized as short-term parking lots that are designated primarily for use by commercial trucks with drivers waiting to be alerted by cell phone or other means to pick up or drop off freight, supplies, and/or other materials and which may be used for overnight truck parking. Drivers of other vehicles also shall be permitted to use these lots. For purposes of this definition, the term "truck" shall include, but not be limited to: Semi-trailers, flatbeds, tankers, step deck trucks, box freight trucks, dump trucks, slinger trucks, tipper trucks, and cement trucks. These types of lots shall be paved if located within 300 feet of a public street right-of-way. Otherwise, they may be gravel, provided that (i) measures are taken to eliminate the migration of dust from the lot off-site and (ii) a wheel wash is provided for trucks when leaving a lot where wet or muddy conditions are present.

(n) Similar uses, as provided in Section 1127.02(e), except that in the TMD, the Community Development Director or his/her designee shall be responsible for making this determination.

#### **1154.06 – CONDITIONAL USES**

Concrete batch plants located within a Primary Project shall be conditional uses within the TMD. The Planning Commission shall review these uses in accordance with the procedures and standards contained within Chapter 1115. In addition, in order to approve a concrete batch plant as a conditional

use within a Primary Project, the Planning Commission must determine that the operation of the use will not materially negatively impact the operations, safety, or viability of any existing uses within a Flagship Project. No concrete batch plants located within 1,500 feet of any perimeter boundary of a Flagship Project shall be reviewed by the Planning Commission unless all owners of real property within the Flagship Project have been provided with written notice of the date, time, and location of the hearing on the conditional use application at least 15 days prior to the date of the hearing. The approval of a conditional use pursuant to this Section 1154.06 shall be effective through the fourth anniversary of the date of the Planning Commission's order to approve the same. The operation of a concrete batch plant beyond this time shall require the filing, review, and approval of an additional conditional use application which, if approved, also shall be effective for a period of four years.

#### **1154.07 – ACCESSORY USES**

(a) Personal service and retail product sales and services.

(1) Characteristics. These uses involve the sale, leasing, or rental of products or goods by the property owner or tenant on a property, their affiliates, or third parties unrelated to the owner or tenant. They also include the provision of on-site product repair or services for consumer and business goods and/or on-site personal services or entertainment. Goods are displayed and sold on-site, and use or consumption is primarily on-site. Uses in this category are not permitted to be provided to the general public, but shall be provided to employees, contractors, and business visitors of the particular Flagship Project or Primary Project which they serve.

(2) Examples. Examples include but are not limited to Dry cleaning, Restaurants (without drive-throughs) and cafeterias, Medical, eye, and dental clinics, Pharmacies, Fitness centers (indoor and outdoor), Child day cares, Banks/credit unions.

(b) Private or public security facilities

(c) Security check points and gate houses

(d) Public or private bus and shuttle transit stops

(e) Satellite dishes

(f) Wireless telecommunications facilities

**1154.08 – PARCEL AND YARD REQUIREMENTS.** The following requirements shall apply in the TMD to the exclusion of those found in Chapter 1165:

(a) Minimum Parcel Area. There shall be a minimum parcel area of 15 acres for Flagship Projects and a minimum parcel area of 5 acres for Primary Projects.

(b) Parcel Frontage. All parcels shall abut a public street, or may instead abut a private drive if either (i) an adjacent parcel or parcels is under common ownership and has frontage on a public street, or (ii) a legally binding perpetual vehicular access easement over adjacent property(ies) that are not under common ownership is placed of record with the office of the recorder in the county in which



the parcel is located or will be of record prior to the issuance of a Planning and Design Permit for that parcel, as contemplated in Section 1154.10.

(c) Parcel Width. All parcels shall have adequate width to provide for yards and distances as required by this Chapter.

(d) Setbacks from Public Rights-of-Way. The following minimum setbacks shall apply to developments that are adjacent to public rights-of-way:

(1) Principal Arterial Streets. Minimum 300 feet for pavement and 500 feet for buildings from the rights-of-way of Principal Arterial Streets, as identified in the City's Strategic Plan. A mound that is a minimum of 6 feet in height and a maximum of 8 feet in height shall be provided within the required minimum pavement setback. Notwithstanding the foregoing, (A) the minimum pavement setback shall be reduced to 200 feet and the minimum building setback shall be reduced to 400 feet provided that a mound that is a minimum of 10 feet in height and a maximum of 12 feet in height is provided within the required minimum pavement setback, and (B) the minimum pavement setback shall be reduced to 100 feet and the minimum building setback shall be reduced to 300 feet provided that a mound that is a minimum of 13 feet in height and a maximum of 15 feet in height is provided within the required minimum pavement setback. All mounds shall include plantings as detailed in the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan that is contemplated in Section 1154.09. The mounding requirements of this subsection may be waived by the Community Development Director or his/her designee where existing tree stands or forested areas achieve similar or better screening as would be present with the mounding. Accessory structures such as security facilities, gate houses, security checkpoints, solar panels, and bus and shuttle transit stops and related improvements may be located as close as 100 feet of the rights-of-way for Principal Arterial Streets and to the front or rear of required mounding.

(2) Major Collector, Other Public Streets, and Front Yards. Minimum 25 feet pavement and 50 feet building setbacks from (A) all rights-of-way other than those containing or planned to contain Principal Arterial Streets and (B) from any front property line that does not abut a public street right-of-way.

(3) Construction Site Setup. For Flagship Projects, during any phases of construction there shall be a minimum 150 foot setback for pavement, material laydown and storage tanks and a minimum 200 foot setback for trailers, structures, buildings, and related items necessary for the construction of improvements. All construction site setup areas within Flagship Projects shall be screened so that they are not visible from adjacent public street rights-of-way.

(e) Side and Rear Yards. The required minimum setbacks from side and rear parcel lines which are not contiguous with a public street right-of-way shall be 25 feet for buildings, structures, service areas, loading areas, and paved parking areas.

(f) Residential Setbacks. Subject to the requirements in Section 1154.14(b), there shall be a one hundred (100)-foot building and pavement setback from any district where residences are a permitted use and when the requirements of Section 1154.08(d)(1) do not apply, provided, however,

that if a building will exceed 65 feet in height, the minimum required building setback shall be 300 feet. The setback requirements in the immediately preceding sentence shall not apply when (i) the property located within the district where residences are a permitted use is under common ownership with the relevant property or (ii) the owner(s) of the property or properties that are protected by this minimum setback requirement sign an affidavit that waives this requirement, which shall be filed with the City. If two contiguous properties have an intervening public street between them, they shall be considered to be abutting.

(g) Interior Setbacks. There shall be a zero minimum building and pavement setback requirement from interior parcel lines when the parcels on each side of a parcel line are under common ownership.

(h) Riparian Corridors. Development in the TMD shall comply with the provisions of Chapter 1155 unless expressly provided in this subsection (h). All streams with a drainage area greater than fifty (50) acres and their riparian corridors shall be preserved. The corridor width shall be a minimum of one hundred (100) feet, with at least twenty-five (25) feet on each side of the centerline of the stream. No pavement, structures, or other impermeable surfaces or improvements shall be permitted in riparian corridors, except for paved leisure trails, benches, and bridges. New vegetation shall be permitted to be planted within these corridors.

(i) Maximum Parcel Coverage. There shall be a maximum impervious parcel coverage of 85% on parcels containing Flagship Projects and 75% on parcels containing Primary Projects.

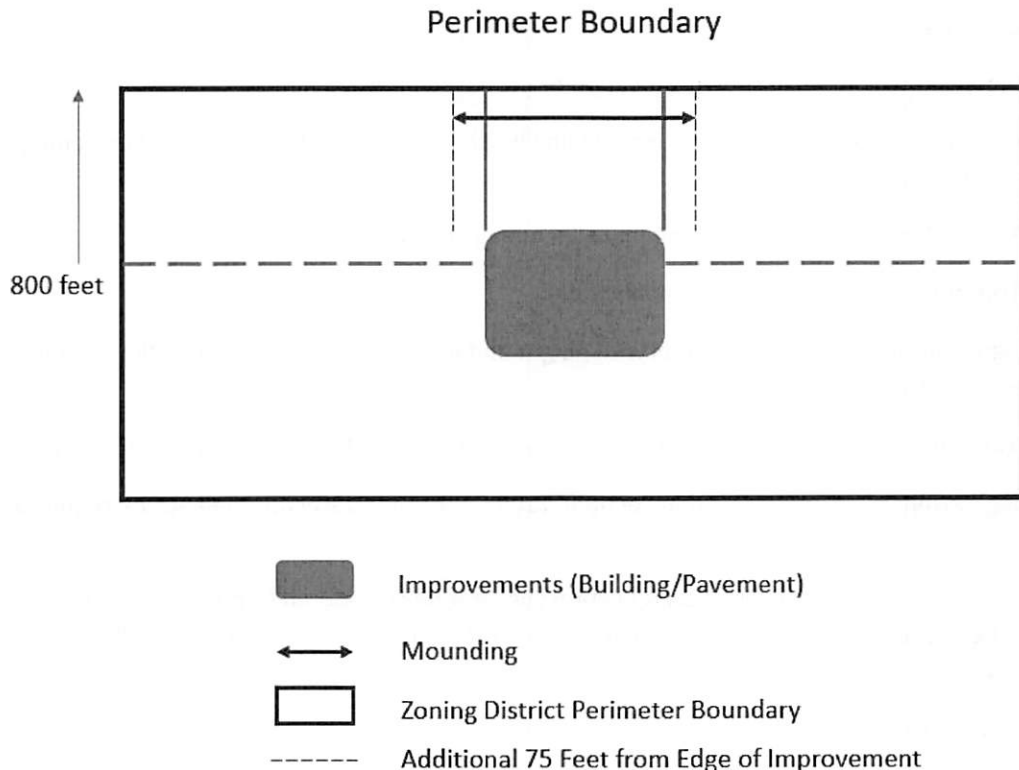
(j) Connectivity. Leisure trails shall be provided in accordance with the requirements in the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan which is referenced in Section 1154.08. The requirements of Section 1165.06 shall not apply in the TMD.

(k) Public Streets. The developer shall dedicate property to the City or other relevant political subdivision as necessary to provide a minimum of 100 feet of right-of-way for Principal Arterial Streets or Major Collector Streets, provided, however, that the minimum required right-of-way to be dedicated to the City or other political subdivision for a Major Collector Street may be reduced to 80 feet if approved by the City Engineer. For public street typologies other than Principal Arterial Streets or Major Collector Streets, the developer shall dedicate property to the City or other relevant political subdivision as necessary to provide a minimum of 60 feet of right-of-way. The property owner shall grant easements to the City which are adjacent to the aforementioned rights-of-way to the minimum extent necessary to provide for the installation and maintenance of streetscape improvements and/or utilities.

#### **1154.09 – DISTRICT LANDSCAPE AND ARCHITECTURE STANDARDS PLAN**

(a) There is hereby adopted, and incorporated by reference, the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan, as if set out at length herein. The New Albany Technology Manufacturing District Landscape and Architecture Standards Plan is meant to minimize references to other sections of the Planning and Zoning Code. The requirements contained therein shall take precedence over and supersede all other regulations contained in the Codified Ordinances, other than those contained in this Chapter 1154. Without limiting the foregoing, the buffering and screening requirements of Section 1171.05 and 1171.06 shall not be required and Chapter 1175 shall not apply to the TMD.

(b) Phasing of Screening: Required mounding and landscaping as required by the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan shall be installed along the entirety of public street frontages and Residential Property (defined in to 1154.14(b)) lines abutting the TMD concurrent with building construction unless construction of multiple buildings is phased, in which case required mounding and landscaping may be installed in phases. For each phase of development in the TMD, such required mounding and landscaping shall be installed when it is anticipated (as provided in plans associated with relevant permits) that buildings, paved parking areas, or above-ground equipment or utility infrastructure, once constructed within that phase, will be located within 800 feet of the relevant perimeter boundary line. At a minimum for each phase, this mounding and landscaping shall be installed along the portion of the relevant perimeter boundary line of the relevant property between two points which are determined by extending two straight lines from the perimeter boundary line of the property to the furthest distance on each side where planned improvements are to be constructed in that phase, and then adjusting those lines so that they are an additional distance of 150 apart. The following illustration is being provided as an example of this requirement:



#### 1154.10 –SUBMITTAL CONTENT AND REQUIREMENTS

(a) A Planning and Design Permit is required for Flagship Projects and Primary Projects for any of the following:

- (1) Construction or structural alteration of any building, including accessory buildings, paved areas, and site improvements other than landscaping that are visible in whole or in part from

the public right-of-way. For purposes of this Chapter 1154, (A) a building or accessory building shall be deemed to be “visible” if its first or second floor can be viewed from any public street right-of-way at a height of 6 feet above the grade of any portion of that right-of-way, and (b) paved areas and site improvements other than landscaping shall be deemed to be “visible” if they are located within 500 feet of a public street right-of-way and can be seen from that public street right-of-way at a height of 6 feet above the grade of any portion of that right-of-way.

(2) Change in use of an existing building or accessory building.

(b) At a minimum, an application for a Planning and Design Review Permit shall contain the following information in text or map form for the construction or structural alteration of any building, including accessory buildings, and/or other site improvements that are visible in whole or in part from the public right-of-way:

(1) Completed Planning and Design Permit Application;

(2) Memorandum of Understanding (MOU) for a traffic analysis detailing the potential impact of vehicular traffic to be generated from the proposed project unless the City waives this requirement;

(3) Dimensioned Site plan showing location of proposed improvements;

(4) Architectural renderings indicating building height, material, color palette and screening designs for each building façade;

(5) Master landscaping and grading plans including streetscape;

(6) Tree preservation plan where applicable;

(7) Sign plans indicating illustrations with height and area dimensions, lighting, dimensioned location on the site, materials, and colors; and

(8) Number and dimensions of existing and proposed off-street parking and/or loading spaces.

(c) Zoning Permits, as contemplated in Sections 1109.02 through 1109.09, shall not be required in the TMD.

(d) Any property zoned in the TMD classification shall not be considered to be located within the Architectural Review District as contemplated in Chapter 1157 and shall be exempt from all requirements contained in that Chapter.

#### **1154.11 –PERMITTING PROCEDURE**

(a) The developer of a Flagship Project or Primary Project shall submit separate application submittals for independent review by each respective discipline:

(1) Planning and Design Permit Application

(2) Engineering Application.

(3) Commercial Building Permit Application

(b) The applicant shall have the option of filing the Planning and Design, engineering, and building permits as full or phased submittals. Under the phased plan review process, projects for construction may be broken into one or more phases for construction permits and work.

(c) The applications for Planning and Design, engineering, and building permits shall be made on such forms as prescribed by the staff of the City of New Albany along with such plans, drawings, specifications and other materials as required by this Chapter 1154 and as otherwise may be needed by staff.

(d) Once the submittal has been made, the materials for each permit type shall be reviewed by relevant City departments for compliance with this Chapter 1154, the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan, uses, the submittal requirement checklists and all applicable codes and ordinances.

#### **1154.12 - STORAGE; HAZARDOUS MATERIALS**

(a) Outdoor Storage. Outdoor storage of materials, equipment, and supplies shall be permitted. Outdoor storage areas for these items are not required to be screened if they are located so that they are not visible from a public street right-of-way or from ground level at a distance of 200 feet from any perimeter boundary line of a parcel that is not under common ownership. Otherwise, such outdoor storage areas shall be fully screened to a height of 8 feet. Outdoor storage areas (whether screened or unscreened) shall comply with minimum setback requirements for pavement.

(b) Hazardous Materials. Due to the nature of the permitted uses in the TMD, hazardous waste and materials storage and processing is anticipated. When such storage and/or processing are operated:

(1) The nature of the storage and processing shall be described in a detailed written statement that shall be submitted as part of an application for a Zoning Permit. This statement also shall provide details regarding the safety measures and protocols that are proposed to prevent the migration of any hazardous materials outside of designated containment areas and procedures that will be implemented upon the occurrence of an event that does or has the potential to damage the environment, persons, or property. This information shall be provided so that relevant City departments and public safety providers will have notice of the presence of these storage and processing operations.

(2) All such storage and/or processing shall comply in all respects with state and federal law and regulations, and shall not be undertaken until such time as all necessary state and federal permits are received and copies of the same are provided to the City.

(3) No such storage and/or processing shall occur within the greater of (A) 200 feet of any perimeter boundary of a parcel that is not under common ownership and (b) an otherwise applicable minimum building setback.

(4) If such storage or processing is undertaken outside of a structure, then all exterior areas where these activities are occurring shall be surrounded by a masonry wall that is at least 10 feet in height, but only if they are wholly or partially visible in whole or in part from a public street right-of-way. Building facades may be used to meet this requirement. Any gates or doors

shall include enhanced security features to ensure that unauthorized individuals cannot gain access to the area.

#### **1154.13 – ARCHITECTURE**

(a) Flagship Projects. Flagship Projects shall not be subject to the requirements of the DGRs, provided that such projects meet the requirements of the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan.

(b) Primary Projects. The requirements of this Section 1154.13(b) shall apply only to Primary Projects:

##### **(1) General Regulations for all Primary Projects**

A. Service and Loading Areas: Service areas and loading docks shall be screened to limit visibility from off-site.

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

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

D. 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.

E. 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.

F. 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.

G. 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.

H. Accessory or ancillary buildings, whether attached or detached, shall be of similar design, materials and construction as the nearest primary structure, if they are visible from a public street right-of-way. Fenestration themes that employ windows, panels

and piers that are consistent with the architectural vocabulary of the building are encouraged.

I. Roof-Mounted Equipment. 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. Solar energy systems shall be excluded from the requirements of this section.

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

K. 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.

L. 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, along with 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. The use of reflective or mirrored glass shall be prohibited.

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

N. Generally, the quantity of materials selected for a building shall be minimized. A single material selection for the independent building components of roof, wall and accents is permitted (i.e., Architectural Grade shingle roof with Brick Masonry wall and EIFS Cornice and Accents).

O. 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.

P. Buildings and structure shall be designed to be harmonious in character to other buildings and structures within the same Flagship project or Primary Project, as applicable. Façade colors shall be coordinated to complement each other.

**(2) Additional Standards for Non-Office Buildings within Primary Projects:** 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, manufacturing, 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 the TMD.

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 designing such buildings, the user or applicant shall take into account 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 taking into account 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.



F. Utility yards, essential service areas, bulk storage areas and similar may be paved or gravel. HVAC, generators and similar equipment and associated gravel or concrete yards or pads shall be located subject to the minimum building setbacks.

#### **1154.14 – LANDSCAPING**

(a) Tree Preservation Zones shall be established within areas that will be preserved pursuant to applicable federal and state permits and determinations once they are approved and issued by the Ohio Environmental Protection Agency and the U.S. Army Corps of Engineers. These Preservation Areas shall be maintained, protected, and preserved in accordance with such permits. If allowed under applicable permits, trees within Preservation Zones may be removed if they present a potential danger to persons or property. Preservation Zones shall not include those areas where trees and/or wetland areas are allowed to be removed or filled by relevant permits. The final boundaries of the Preservation Zones shall be the same as the boundaries of the portions of the site that will be required to be preserved under applicable federal and state permits, as may be amended from time-to-time.

(b) Residential Buffering. For all perimeter boundaries where the minimum setbacks set forth in Section 1154.08(f) apply and which are not adjacent to a Principal Arterial Street (any real property meeting either of the foregoing criteria to be referred to herein as “Residential Property”), a minimum ten (10)-foot high mound shall be installed along the property line which shall include a landscape buffer on the mound which shall consist of a mixture of deciduous trees, evergreens and bushes to provide an opacity of 75% on the date that is 5 years after planting to a total height of fourteen (14) feet above the top of the mound. The plan for these areas must be reviewed and approved by the City’s Landscape Architect. In areas where existing tree stands or forested areas are present, the City’s Landscape Architect shall not require such mounding and landscaping where the height and opacity requirements can be met by preserving and/or supplementing the tree stands or forested areas.

#### **1154.15 – SIGNAGE**

(a) All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany unless otherwise included in the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan.

(b) Flagship Project Address and Directional Signs. The quantity, locations, and area dimensions of address, directional and wayfinding signage internal to Flagship Projects and not visible from a public street right-of-way shall be permitted without any City permits based on the needs of the project to ensure safe flow of pedestrian and vehicular traffic.

(c) Signage as required by other local, state, and federal governmental agencies and regulations shall be permitted by-right.

#### **1154.16 – LIGHTING**

(a) All parking lot and private drive 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. All parking lot and private drive lighting shall be of the same light source type and style. All light poles within parking lots and along private drives shall be black or New Albany green and constructed of metal. Light

poles shall not exceed 30 feet in height, except that light poles located within 300 feet of properties where residential uses exist or are permitted shall be no more than 18 feet in height

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

(c) All lighting standards and requirements which are not addressed in this Chapter 1154 shall be in accordance with other applicable provisions of the Codified Ordinances.

(d) Public street lighting must meet the City standards and specifications.

(e) No light spillage onto properties which are adjacent to property which is zoned in the TMD classification shall be permitted from lighting sources within the TMD.

#### **1154.17 – PARKING AND LOADING**

(a) Flagship Projects shall not have any requirement to provide a minimum or maximum amount of vehicular parking spaces or loading spaces. Drive aisles, parking space, and loading space quantity and dimensions shall conform to the standards set forth in the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan.

(b) Primary Projects shall conform to the standards set forth in Chapter 1167 of the Codified Ordinances of the City of New Albany.

#### **1154.18 – VARIANCES, WAIVERS, AND DEVIATIONS**

(a) Variances. Variances from the requirements of this Chapter 1154 or any other applicable provision of the Zoning Ordinance may be requested by an applicant with property that is zoned in the TMD classification. The Planning Commission shall hear and decide variance requests for property within the TMD. Any such variance shall be reviewed in accordance with the criteria, standards, and procedures set forth in Chapter 1113. Waivers or deviations from the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan shall not be considered to be variances, and instead shall be reviewed in accordance with Section 1154.18(b).

(b) Waivers and Deviations. The Community Development Director or his/her designee shall decide requests for waivers or deviations from the requirements of the New Albany Technology Manufacturing District Landscape and Architecture Standards Plan in conjunction with review of a Planning and Design Permit application, and such requests shall not be deemed to be variances. A waiver or deviation shall be approved if the Community Development Director or his/her designee finds:

- a. The proposed waiver or deviation will result in a condition that is equal to or better than the condition or standard which was intended to be achieved by the strict application of the standard for which the request is made; and
- b. The proposal will not cause adverse impacts to surrounding areas, or if such impacts may occur, they are reasonably mitigated.

LANDSCAPE DESIGN STANDARDS

November 2021

NEW ALBANY TECHNOLOGY MANUFACTURING DISTRICT

# INTENT OF THE TECHNOLOGY MANUFACTURING DISTRICT LANDSCAPE DESIGN STANDARDS

- Preserve and refine the rural character of the district along important transportation corridors
- Provide design guidelines and principles for the district through which proposed development within the district can be evaluated
- Define district roadway character and typologies
- Create a district greenway network through appropriately scaled and designed setbacks and development site edge conditions

## EXECUTIVE SUMMARY

The Central Ohio landscape character is rooted in a rural and agrarian heritage. Preservation of this character along major street frontages is the guiding principle of this document, while facilitating development of properties in a manner that seeks to extend the success of the Business Park.

Drawing upon that inspiration, landscape elements in these standards include drainage swales, lanes, bridges, hedgerows, native tree massings, broad earthen berms, and meadow expanses. The intent of this "big" landscape is to ground and appropriately scale the large buildings planned for this district.

The Landscape Design Standards for the New Albany Technology Manufacturing District is an extension of Chapter 1154 - TMD Technology Manufacturing District zoning. Specific standards in this document are intended to supplement the requirements of Chapter 1154.

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#### FIGURE 18

17B: FLAGSHIP DEVELOPMENT SITE - PARKING LOT PLANTING

#### FIGURE 19

DEVELOPMENT SITE - PLANTING GUIDELINES MAINTENANCE

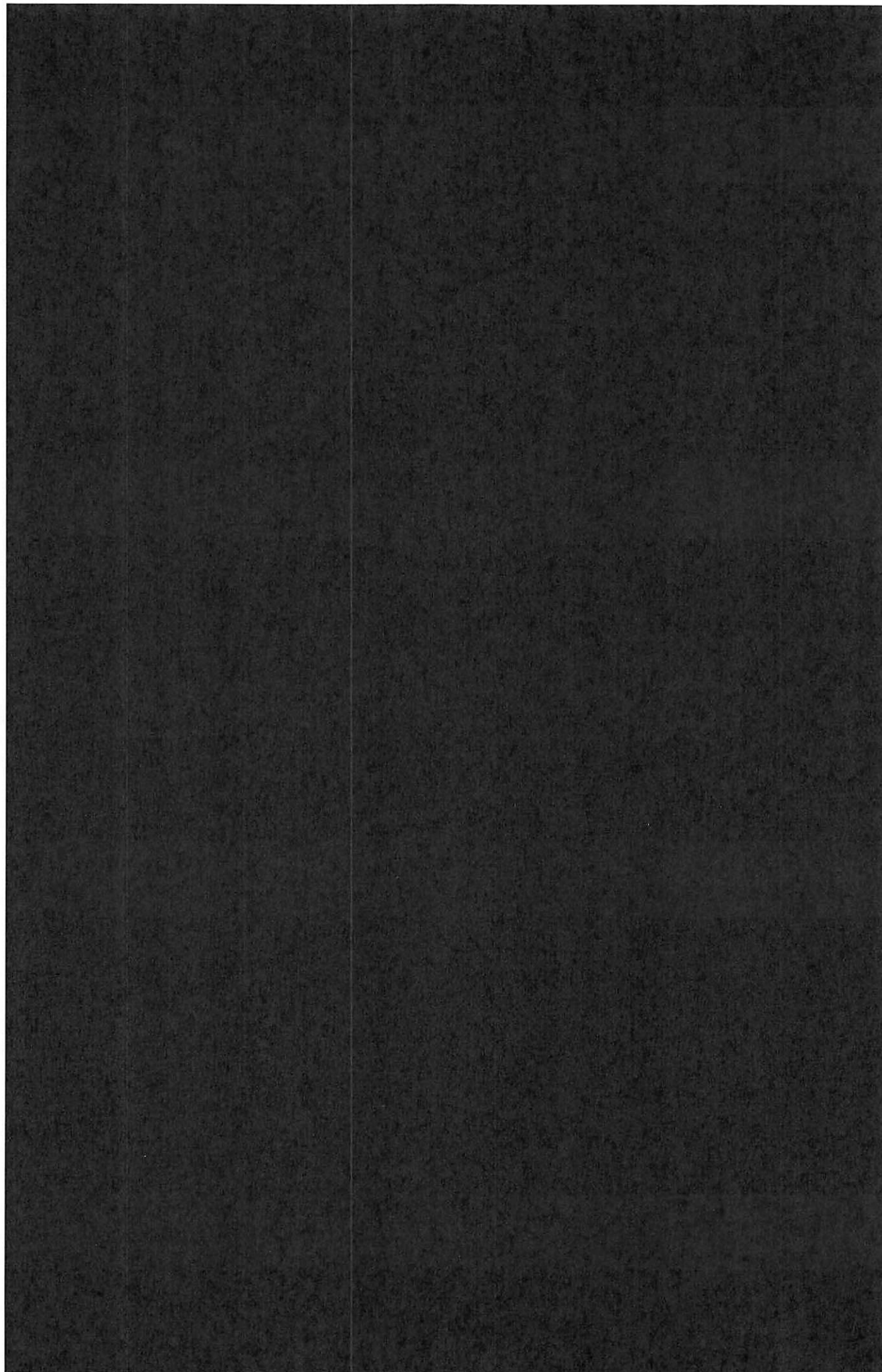
#### FIGURE 20

ARCHITECTURAL STANDARDS



BEECH ROAD | MAJOR ARTERIAL EDGE CONDITION EXAMPLE





DISTRICT FRAMEWORK & LANDSCAPE DESIGN STANDARDS

November 2021

**NEW ALBANY TECHNOLOGY MANUFACTURING DISTRICT**

**ROADWAY TYPOLOGIES & SETBACKS**

# ROADWAY TYPOLOGIES & SETBACKS

The following roadway typologies and setback standards provide a framework for the New Albany Technology Manufacturing District (TMD). This framework is supported by standards and recommendations for leisure trails, natural features, and a greenway edge network.

## Roadway Typologies

Two primary roadway typologies will be found within the New Albany Technology Manufacturing District: Principal Arterial and Major Collector.

Figures 1 and 2 depict a typical roadway condition for the Principal Arterial typology. Figure 1 is the preferred condition for Principal Arterial roadways.

As the Technology Manufacturing District develops over time new roadways will be needed to support future users, and modifications to existing roadways may be required. The Major Collector roadway typology may be assigned to existing roadways within the district or to new roadways. New minor roadways built within the district shall also be classified as Major Collectors. New roadways bordered on both sides by TMD users, and intended to serve those users (truck traffic) shall be classified as Minor Collectors.

Figures 3 and 4 depict a typical roadway condition for Major Collectors. The specific number of lanes will be determined per roadway based on a future traffic study.

will be generous in order to maintain a rural character. The required setbacks will vary based on the placement and height of required mounding and plantings. Chapter 1154 of the Codified Ordinances provides detailed objective standards and requirements for setbacks from Principal Arterial roadways and other streets and perimeter property boundaries, and should be referenced in addition to this document.

## Leisure Trails

As an extension of existing and planned New Albany leisure trails, Leisure trails shall be provided within the Technology Manufacturing District.

Principal Arterial roadway typologies should incorporate leisure trails within the ROW on the side of the roadway bordering the district.

At the discretion of the City and based on engineering traffic studies, new roadways within the district may incorporate leisure trails within the ROW on one or both side of the street.

Specific layout/location of leisure trails is illustrated in Figures 1-4.

## Setbacks

Setbacks along Principal Arterial roadways

## Roadway Typology Standards

### Principal Arterial

**Roadway Typology:** Refer to Figures 4 & 5

**Setback:** 500 Feet (Building) & 300 Feet (Pavement)

**Mounding:** 6-10' Height (Refer to Figures 9 & 10)

**Landscaping:** Berms shall have a simple mix of meadow & tree groupings placed in massings at 30 trees per 100 linear feet. The intent is to provide 75% opacity screening. (Refer to Figures 10 & 11)

### Major Collector (TMD on both sides of street)

**Roadway Typology:** Refer to Figures 6 & 7

**Setback:** 50 Feet (Building) & 25 Feet (Pavement)

**Landscaping:** Setback shall have a simple mix of meadow & tree groupings placed in massings at 10 trees per 100 linear feet. The intent is to provide 40% opacity screening.

### Major Collector (TMD on one side of street & residential on one side of street)

**Roadway Typology:** Refer to Figures 6 & 7

**Setback:** 200 Feet (Building) & 100 Feet (Pavement)

**Mounding:** 10' Height (Refer to Figures 9 & 10)

**Landscaping:** Berms shall have a simple mix of meadow & tree groupings placed in massings at 30 trees per 100 linear feet. The intent is to provide 75% opacity screening. (Refer to Figures 10 & 11)



### **Natural Features and Greenway Edge Network**

Large tree massings, tree stands, and established stream corridors may exist within the Technology Manufacturing District. Whenever possible, natural features should be incorporated into future development. All necessary governmental approvals shall be followed when a riparian corridor will be impacted.

In alignment with existing New Albany design standards, and with the possibility of natural features being relocated or removed within a Flagship Project Site, a greenway edge network shall be established in the district. This greenway corridor will occur within the required setbacks within each development site, and align with the landscape design standards.

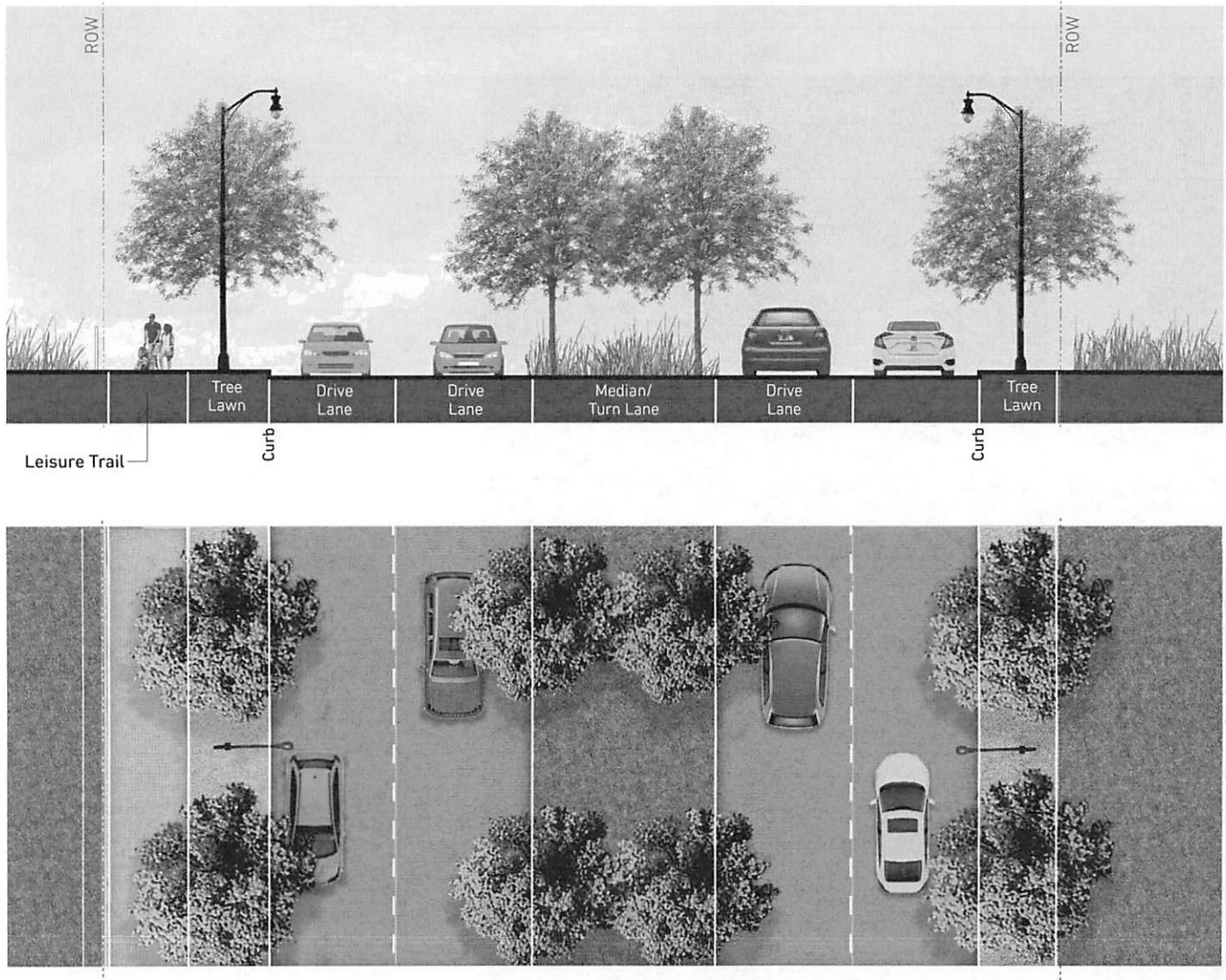
If existing trees are located within any perimeter area, mounding may be omitted and the existing trees may be utilized to achieve the required screening. Total amount of required screening will still be applicable and, therefore, additional landscape plantings may be necessary to meet the stated requirements.

Additionally, required mounds shall be installed within the pavement setbacks, except where a detention pond is used as a gateway feature and is located within the setback area. In this case the required mounding and landscaping shall be installed between the detention pond and any impervious site components. Breaks in, and/or tapering of mounding may occur at vehicular or pedestrian access points, subject to approval of the City's Landscape Architect.

Development within the TMD shall comply with the provisions of Chapter 1155 in the city zoning ordinance.

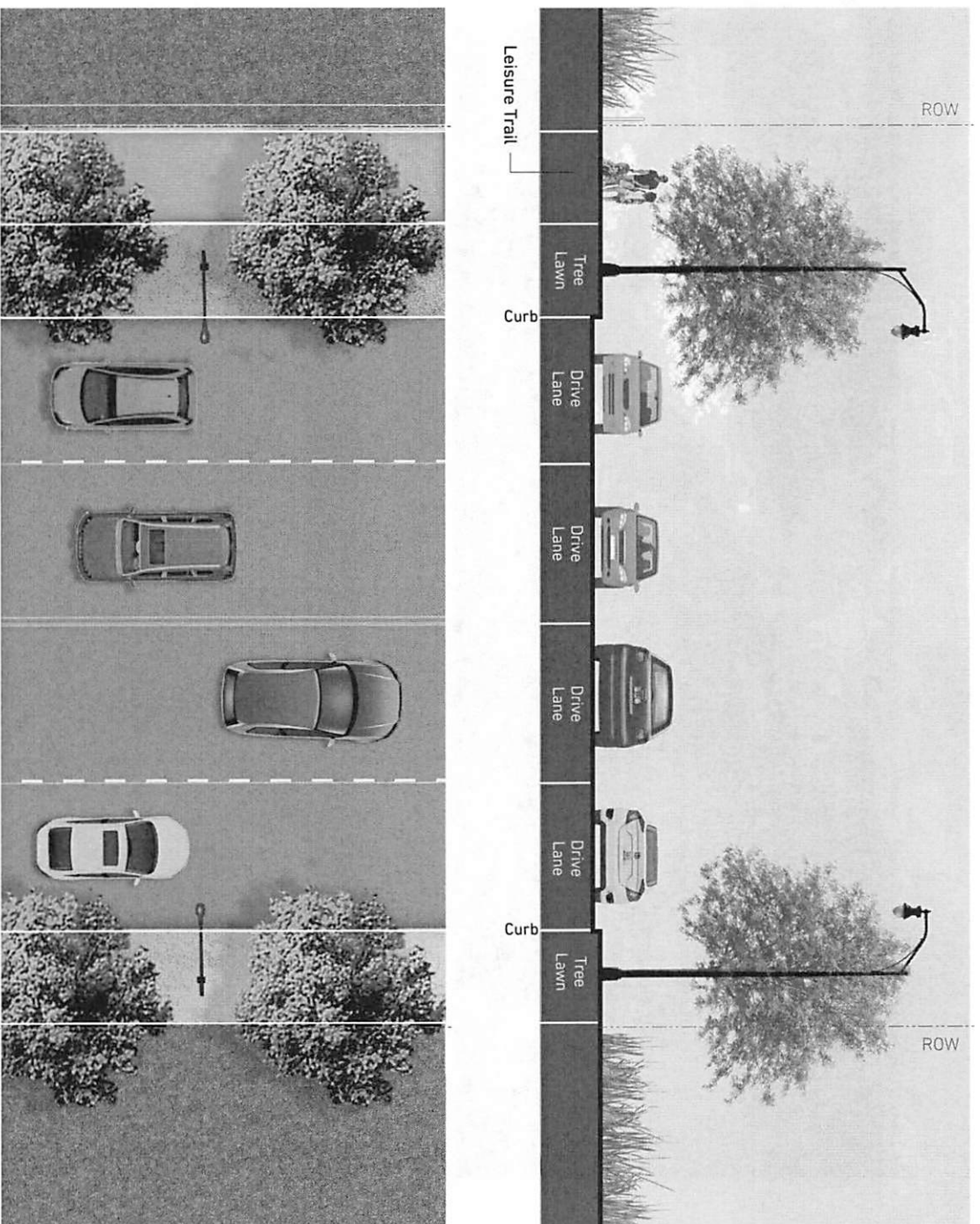


FIGURE 1



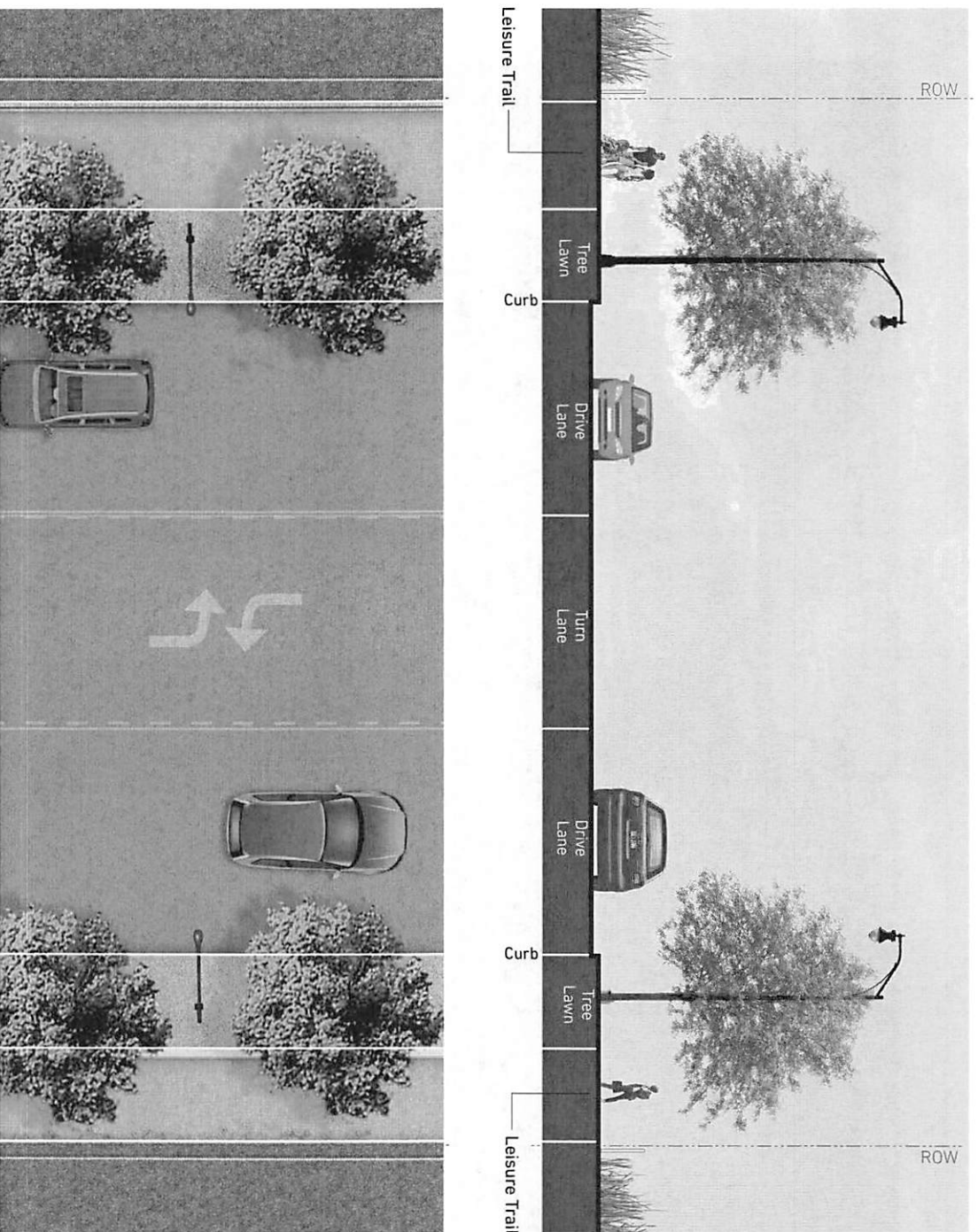
Public Road Section A  
Principal Arterial (with Median)

FIGURE 2



Public Road Section B  
Principal Arterial (without Median)

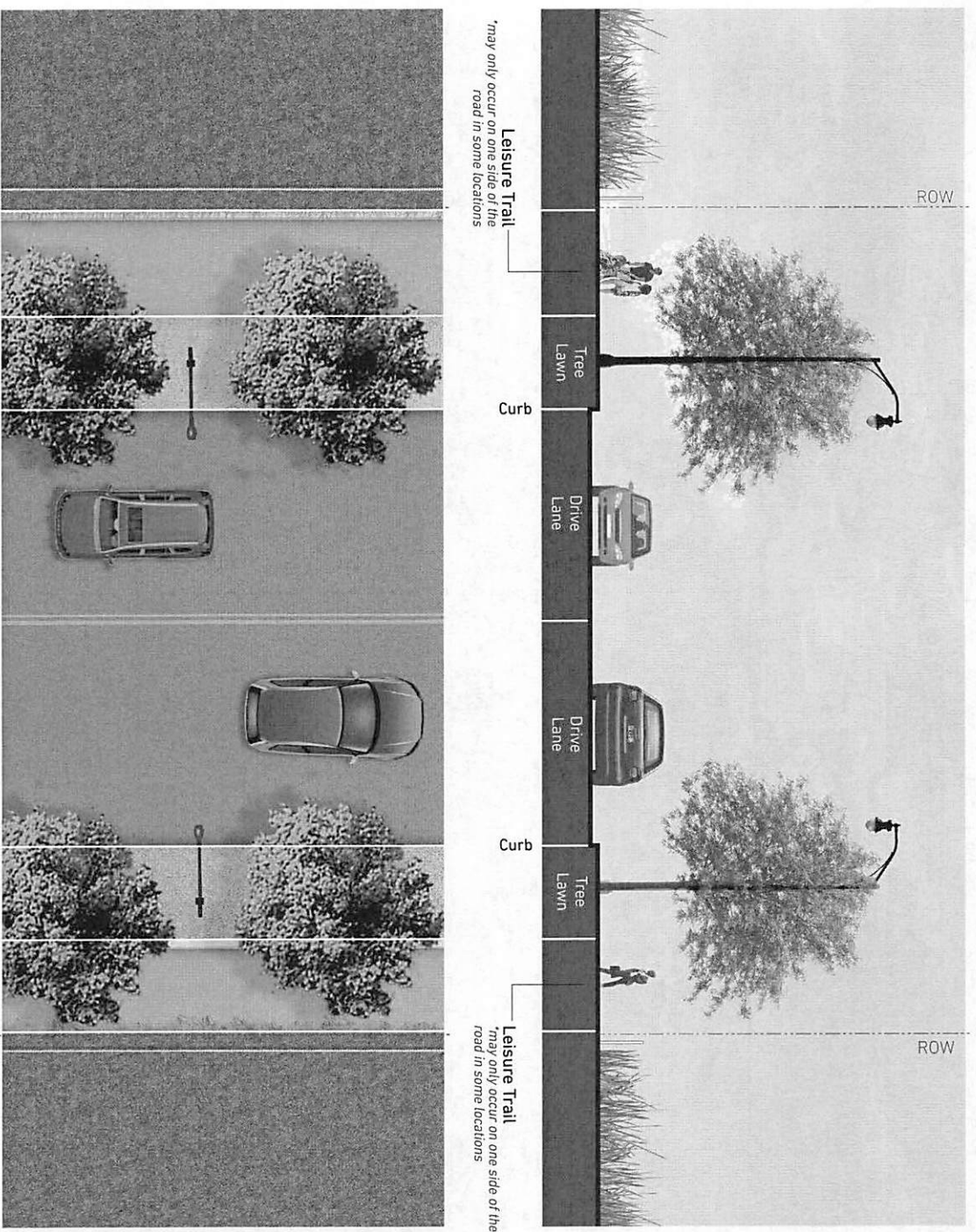
FIGURE 3



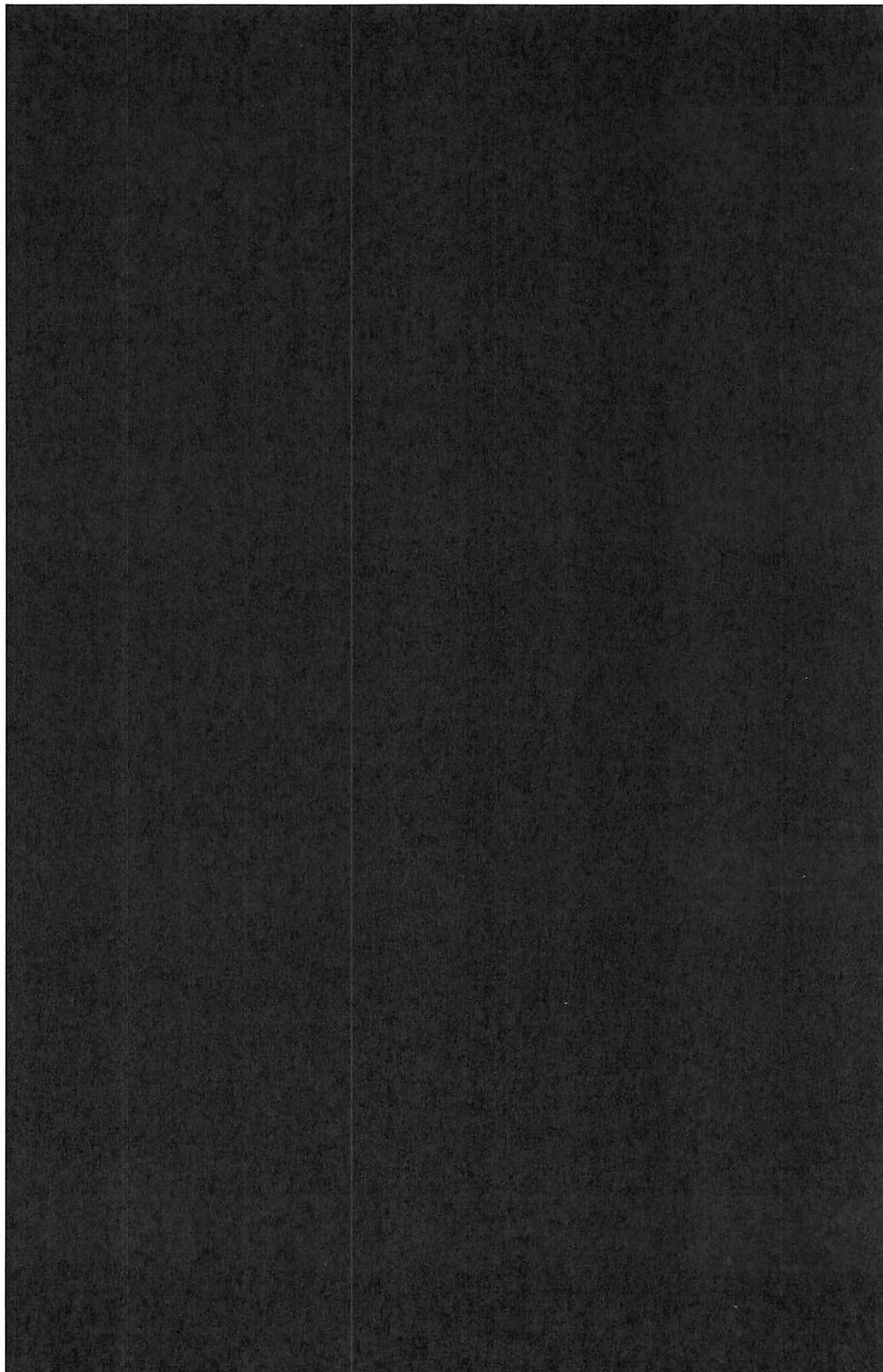
Public Road Section C  
Major Collector (with Turn Lane)



FIGURE 4



Public Road Section D  
Major Collector (without Turn Lane)



LANDSCAPE DESIGN STANDARDS

November 2021

**NEW ALBANY TECHNOLOGY MANUFACTURING DISTRICT**

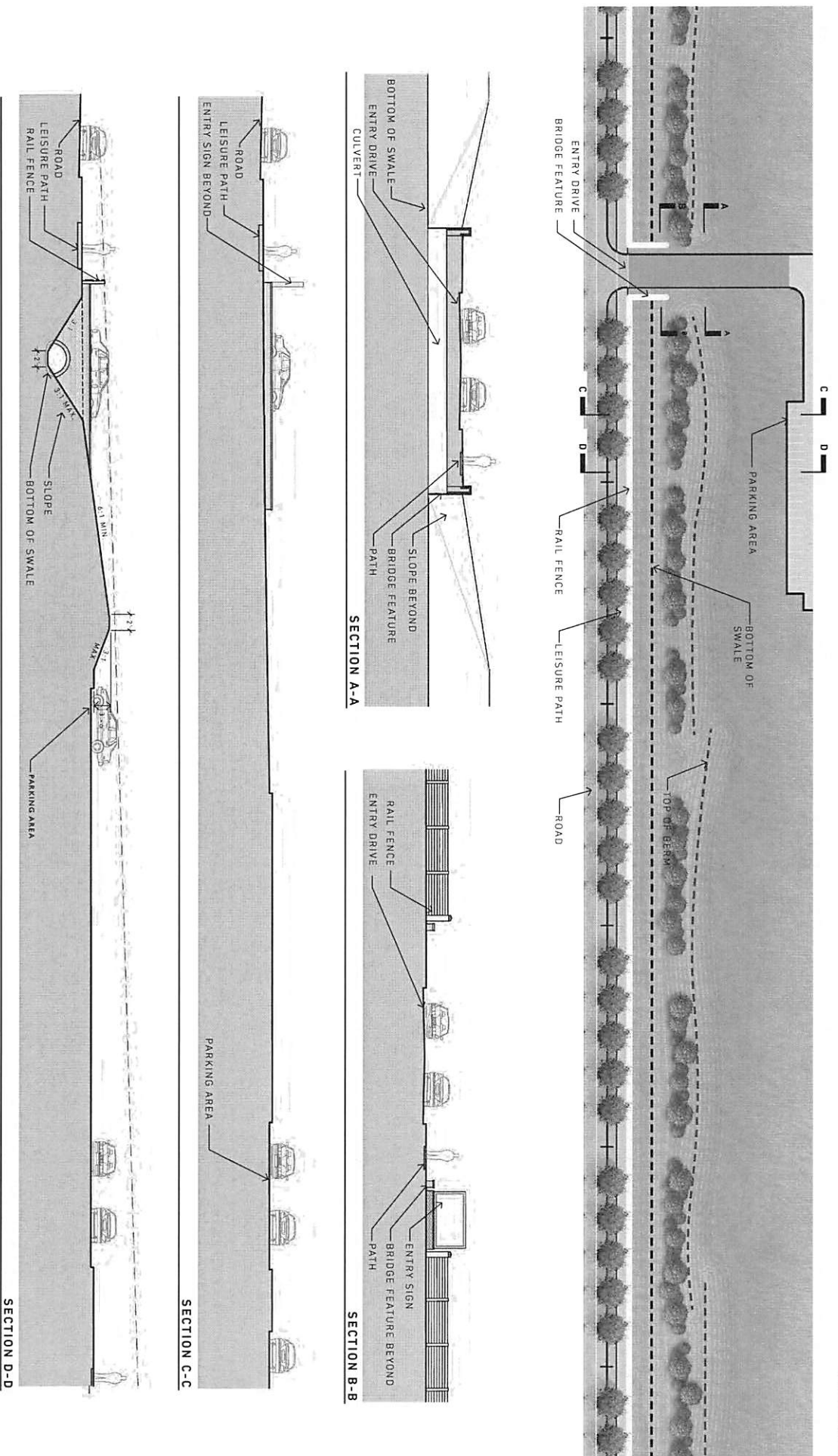
**P r i m a r y   R o a d w a y   S t a n d a r d s**

**FIGURE 5**  
**PRIMARY ROADWAYS - SWALE & BERM**  
**GRADING**

- If there is a swale condition, the swale shall be sloped at a maximum 3:1 gradient starting from three feet behind the white rail fence to the bottom of swale.
- The bottom of the swale shall be 2' wide.
- The backslope of the swale shall be sloped at a maximum 3:1 gradient up to the elevation of the adjacent leisure path. From this point further into the development site, the swale shall be sloped at a minimum 6:1 gradient to the top of the berm.
- Berm grading should undulate and vary in both vertical and horizontal dimensions, while remaining within the acceptable slope tolerances. Berm heights should range from 6-10' and the top of berm widths should range from 2-4'.
- The backslope of the berm should be sloped at a maximum 3:1 gradient. If grade cannot be met, a site wall of cast-in-place concrete or split faced concrete masonry unit block is allowable.
- In the case that berm height is unable to be met around the entirety of the Flagship site, plantings that provide 100% coverage at full foliage may be utilized to meet screening requirements. This condition should not exceed more than 30% of the entirety of the Flagship site edge condition.
- Plant species list: refer to Figure 18.



FIGURE 5

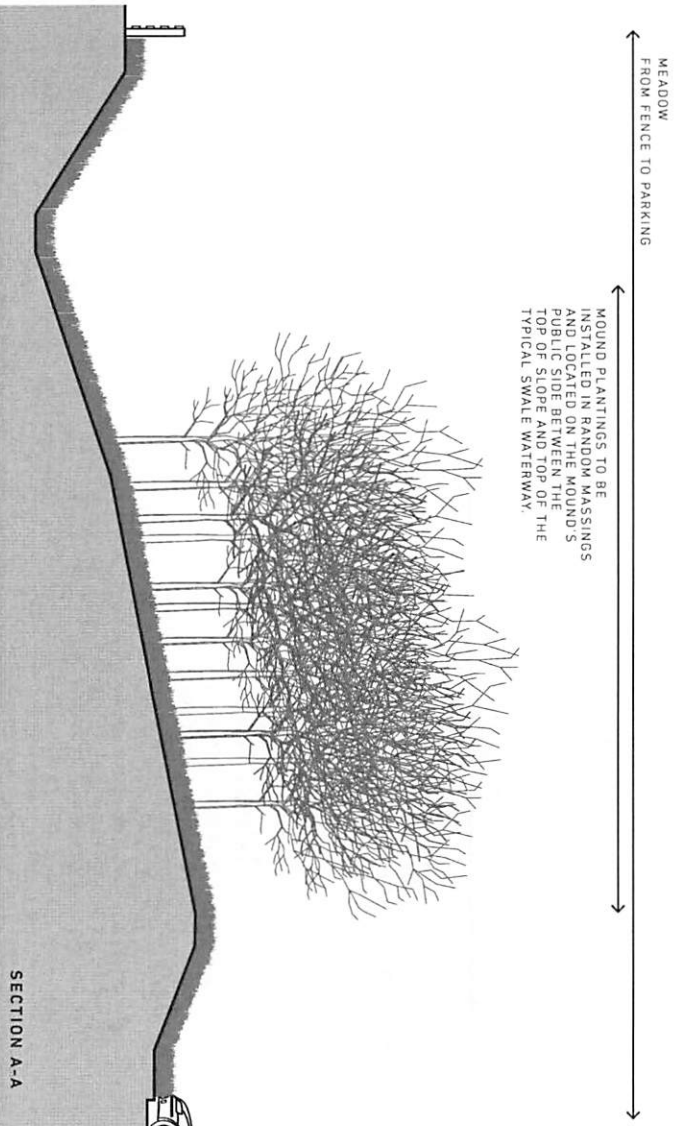
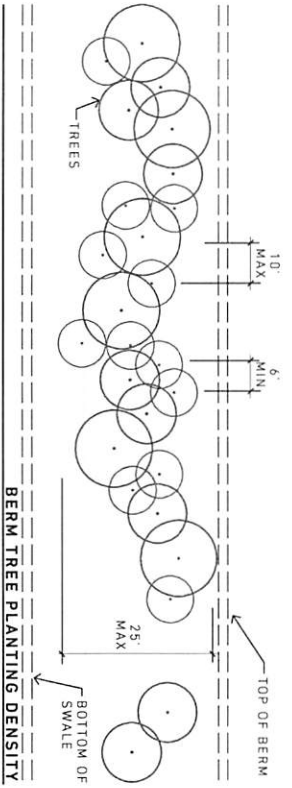
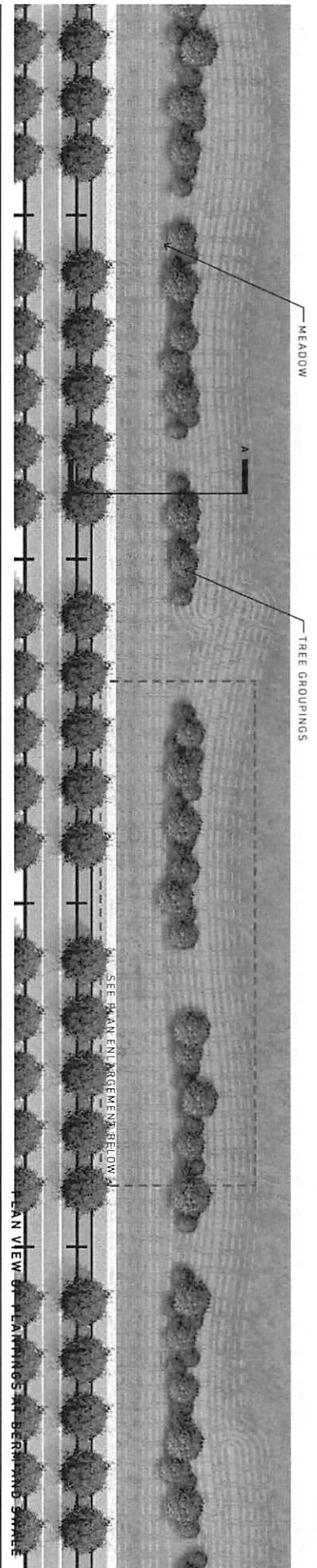


PRIMARY ROAD - SWALE & BERM GRADING

**FIGURE 6**  
**PRIMARY ROADWAYS - SWALE & BERM**  
**PLANTING**

- Swales shall have a simple meadow mix.
  - Installation method: Seeded (see Construction Guidelines)
- Berms shall have a simple mix of meadow and tree groupings placed in massings
  - Tree installation sizes: Tree sizes to be mixed in at least three different sizes, ranging from 2" to 3" caliper. No more than 50% of trees shall be 2" caliper.
  - Tree species diversity: At least 6 species shall be used per property. No quantity of any given species shall comprise more than 20% of the overall quantity of trees
  - Tree spacing: tree species and sizes are to be randomly spaced in a staggered pattern between 6' and 10' on-center. There should be a minimum of 30 trees per 100 linear feet.
  - Trees shall be underplanted with native woodland shrubs in massings, as indicated on the adjoining diagram.
- Only the back (private) side of the berm can be mown, maintained turf grass. This condition should not be visible from the public ROW.
- Plant species list: refer to Figure 18.

FIGURE 6

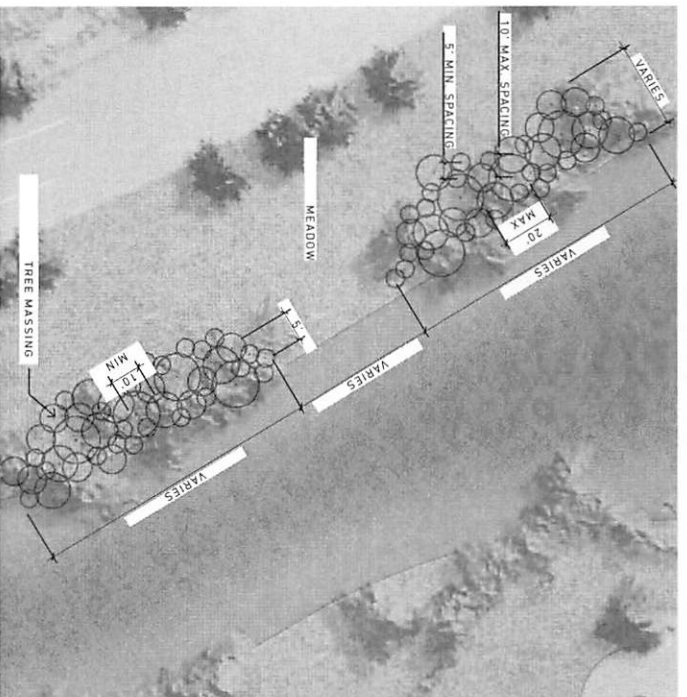
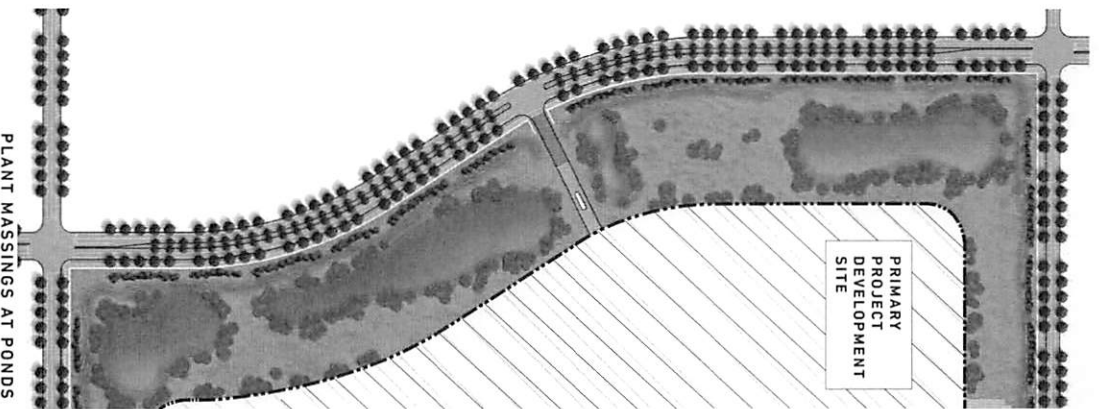


PRIMARY ROAD - SWALE & BERM PLANTING

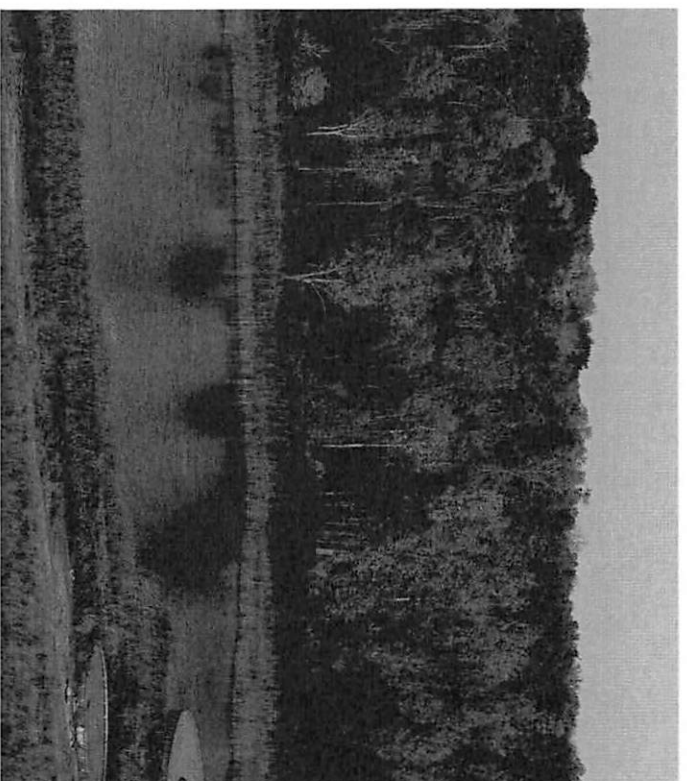
**FIGURE 7**  
**PRIMARY ROADWAYS - DETENTION**  
**POND PLANTING & GRADING**

- Ponds shall have a simple edge of meadow grass, wetland plantings (in emergent areas), and tree groupings.
- Ponds shall have a natural shape and be planted and graded in an attractive manner to be aesthetically integrated into the surrounding landscape.
- Meadow shall be same seed mix as swale and berm meadow mix.
- Trees shall be native canopy trees.
  - Species diversity: At least 8 species shall be used. No quantity of any given species shall comprise more than 20% of the overall quantity of trees
  - Installation sizes: trees are to be planted in a variety of sizes, ranging from 3-year seedlings to 1.5" caliper trees. No more than 60% of trees can be seedlings. At least 20% of trees shall be 1.5" caliper.
  - Tree spacing: tree species and sizes are to be randomly spaced in a staggered pattern between 4' and 10' on-center.
- Wetland mix shall be developed in consultation with a wetland ecologist.
- Diffused or bubbler type aeration devices are permitted in stormwater ponds. Fountains or any above-water aeration devices are prohibited.
- Generally, detention pond slopes (from pond shelf) should be an average of 12:1 slope, but no steeper than 6:1 and no more gradual than 20:1.
- Ponds may be constructed within the defined building and pavement setbacks.
- Plant species list: refer to Figure 18.

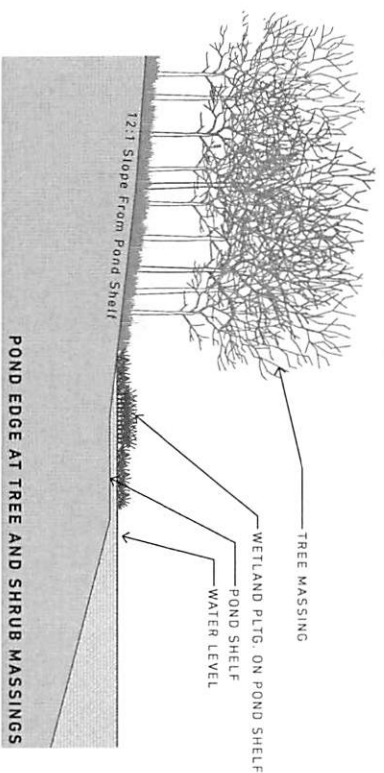
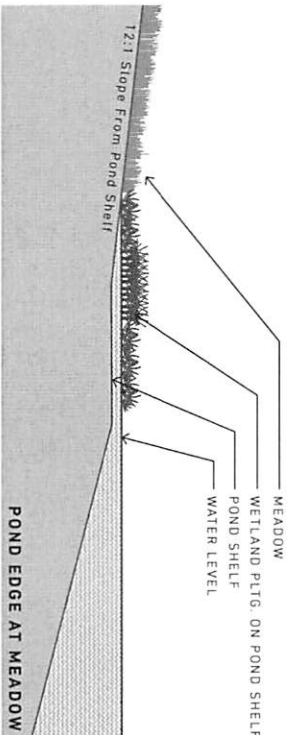
FIGURE 7



TREE PLANTINGS AT POND EDGE



EXAMPLE: MEADOW AT POND EDGE

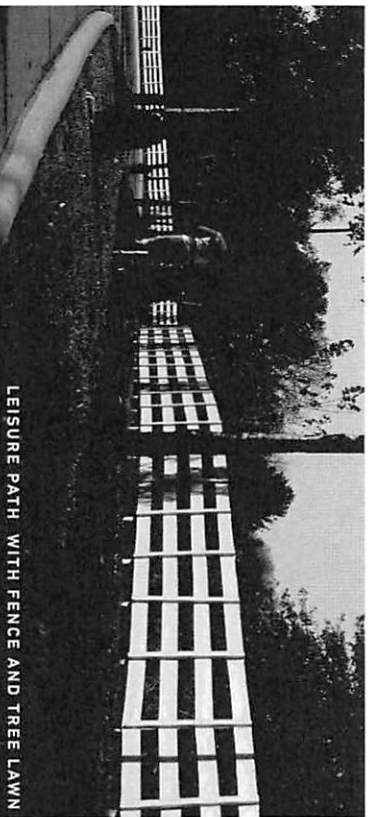
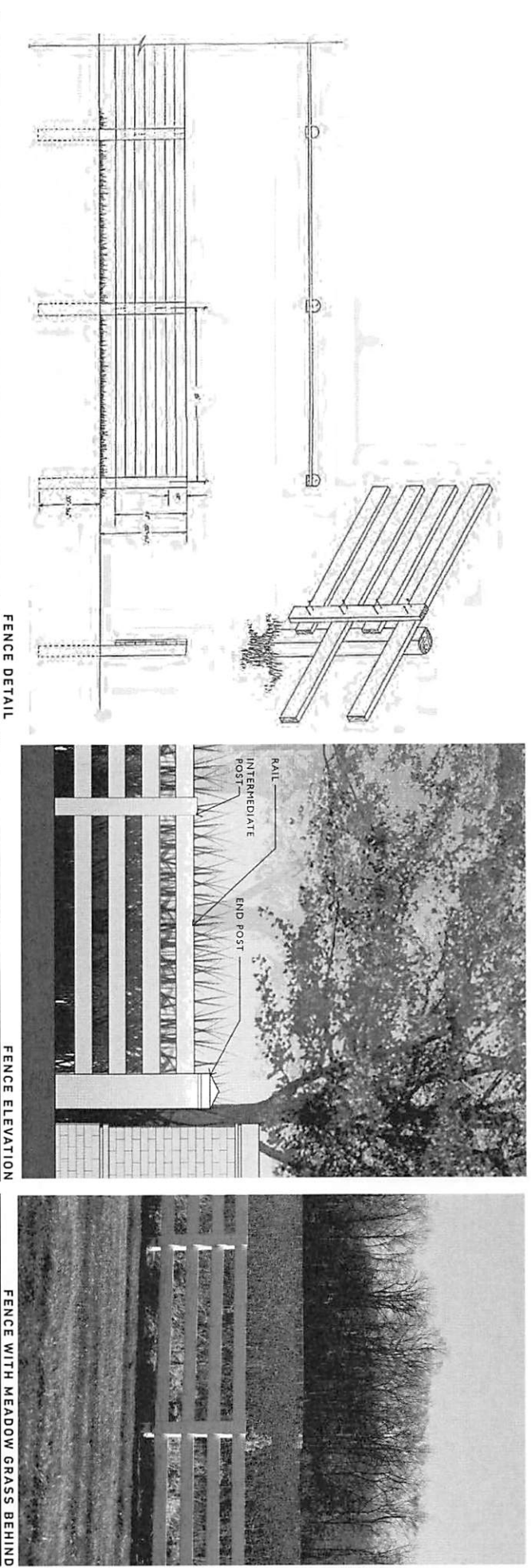


PRIMARY ROAD - DETENTION POND PLANTING

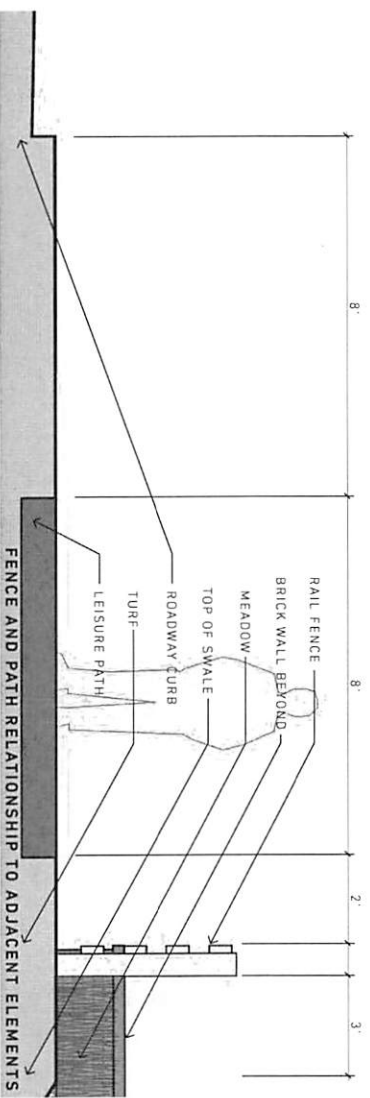
**FIGURE 8**  
**PRIMARY ROADWAYS - RAIL FENCE &**  
**LEISURE PATH**

- Fence to be placed on both sides of road.
- Top of fence elevation to match (tolerance of +/- 6") on both sides of road.
- Fence to be located 2' away from leisure path.
- Fence to begin and terminate with a 10" x 10" post.
- Fence character to match the current standard City of New Albany four rail horse fence in each of the following characteristics:
  - Finish: barn and fence paint by Sherwin Williams. Color to be consistent with fencing throughout the City. Primer used for treated wood.
  - Rail: 1"x6"x16', treated rough sawn Poplar
  - Intermediate post: 6"x7'-6", treated Southern Yellow Pine, installed with post driver.
  - End post: 12"x12"x7'-6", treated Southern Yellow Pine.
- A leisure path shall be placed along the inside of the road.
- Leisure path location: 8' from back of curb, consistent.
- Leisure path width: 8' wide.
- Leisure path material: bituminous concrete (asphalt) paving.
- Turf shall be planted between the leisure path and roadway curb and between the leisure path and the rail fence.

FIGURE 8



LEISURE PATH WITH FENCE AND TREE LAWN



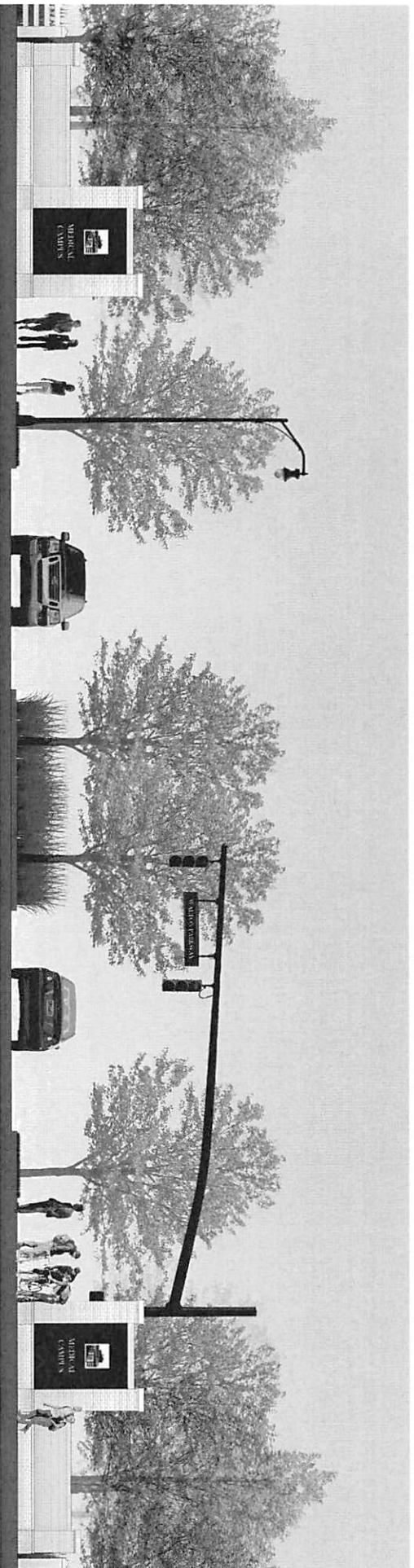
PRIMARY ROAD - RAIL FENCE & LEISURE PATH

**FIGURE 9**  
**PRIMARY ROADS - SIGNAGE & STREET**  
**LIGHTING**

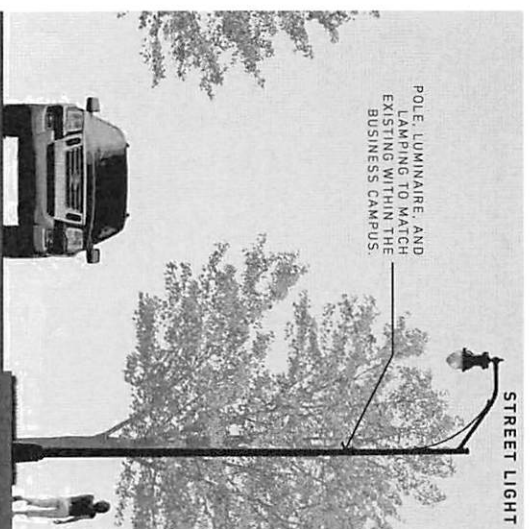
- All street lights shall match the optics, lamping, and style established within the existing Business Campus.
- Street light metal post, base, and luminaire shall be dark green. final color selection is to be coordinated with the City.
- Street lights shall be located in the middle of the tree lawn between the leisure path and back of road curb
- Street lights shall be spaced according to the current road bid documents, and coordinated with recommended street tree plantings. See Figure 14.
- Wayfinding from Business Park roadways shall direct all deliveries to the truck road.
- Signs shall be permitted at each drive off of the truck road, with an address and company name. The size and character of these signs shall match City regulatory signage.
- The size and character of street signs shall match street signs within the existing business campus. Street signs shall have a mix of upper and lower case letters.



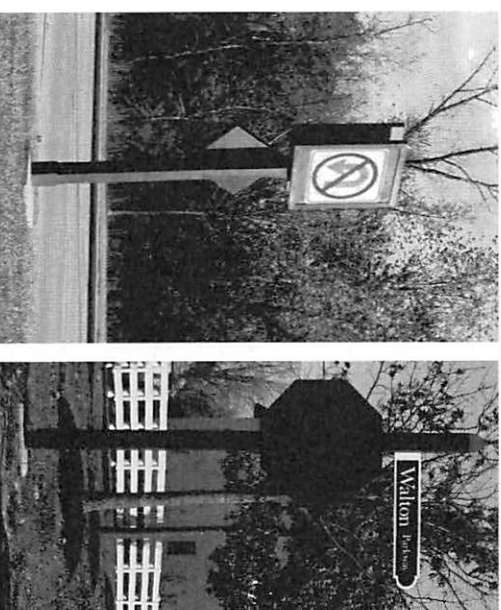
FIGURE 9



PROPOSED DISTRICT MARKERS



EXISTING/PROPOSED REGULATORY AND STREET SIGNAGE

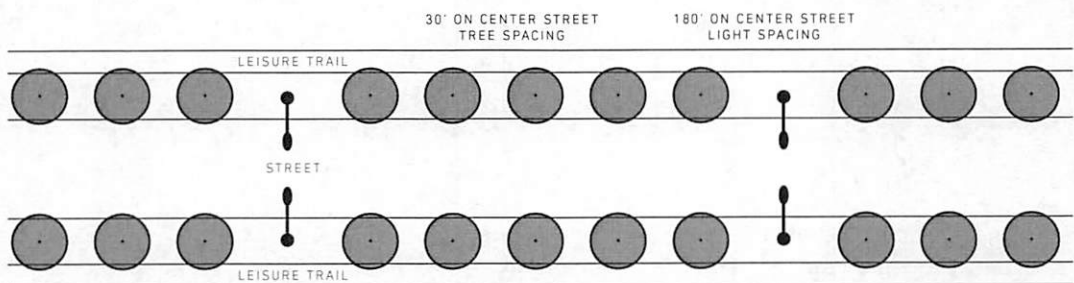


PRIMARY ROAD - SIGNAGE & STREET LIGHTING

**FIGURE 10**  
**PRIMARY ROADS - STREET TREE &**  
**STREET LIGHT SPACING**

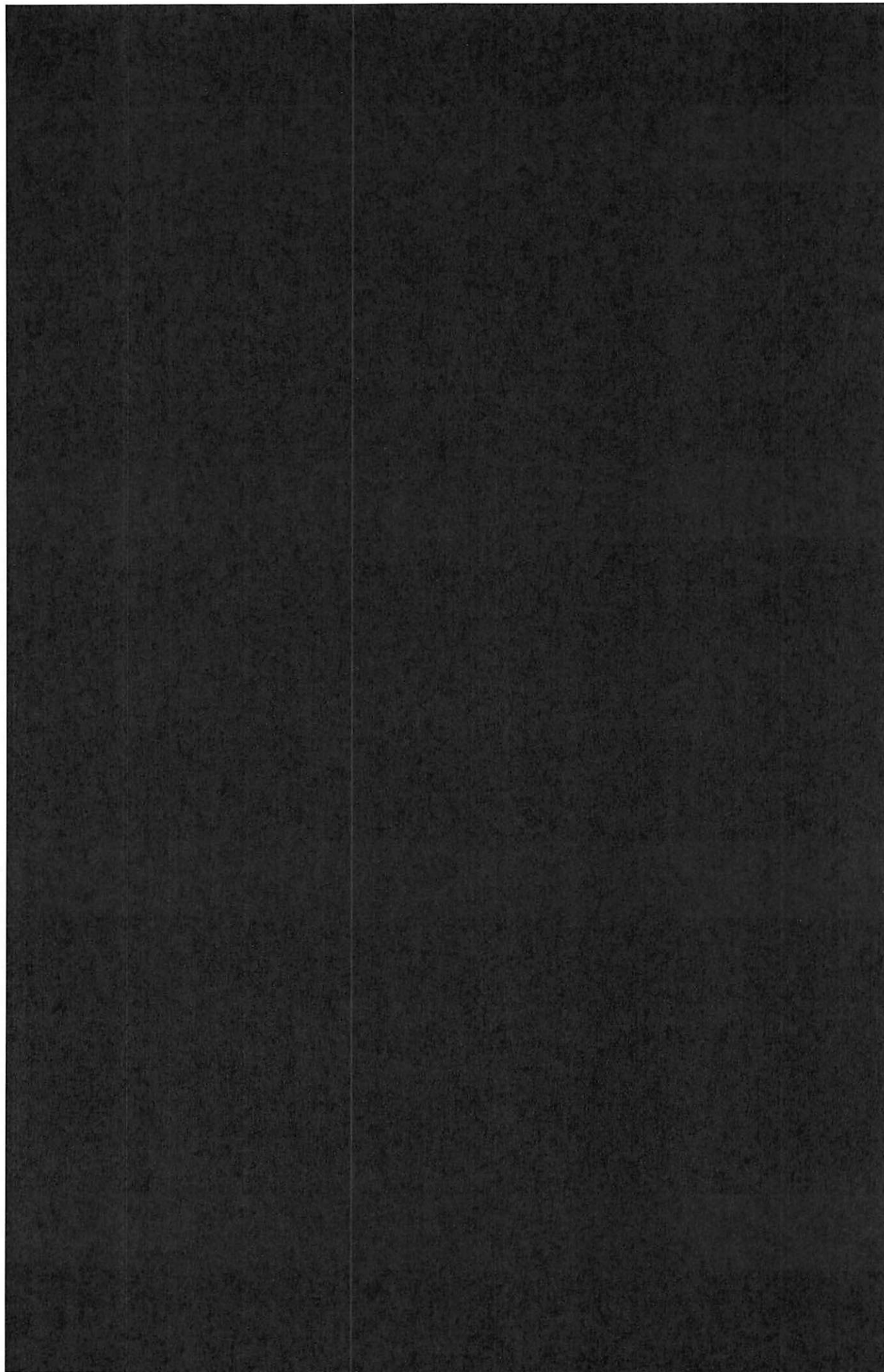
- All street trees shall be canopy trees
- Trees shall be planted in middle of tree lawn between the leisure trail and back of road curb
- Trees shall be planted at a spacing of 30' on center.
- Street lights shall replace street tree locations every 180' (every sixth tree).
- Installation size: 2.5" in AEP easement, 3" caliper elsewhere.
- Tree species list: refer to Figure 18.

PRIMARY ROAD - STREET TREES



ENLARGEMENT PLAN - STREET TREE & STREET LIGHT SPACING

FIGURE 10





LANDSCAPE DESIGN STANDARDS

November 2021

**NEW ALBANY TECHNOLOGY MANUFACTURING DISTRICT**

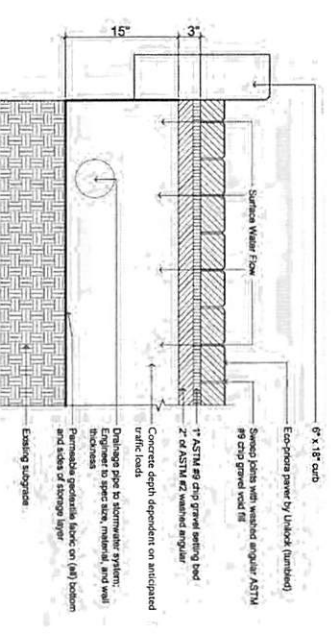
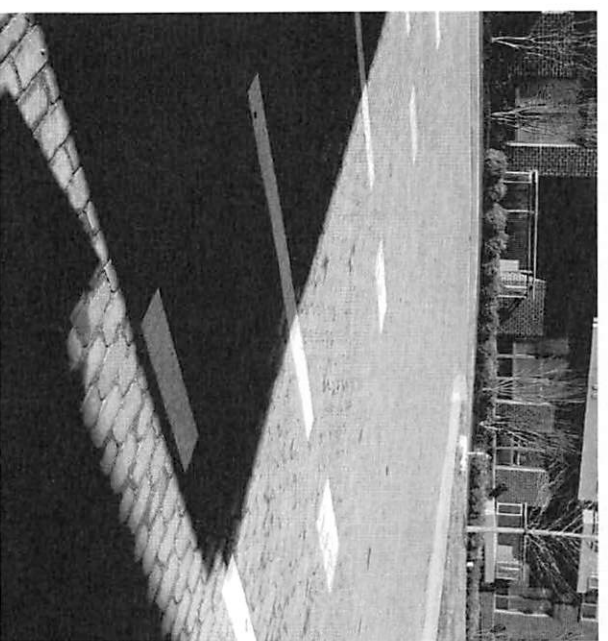
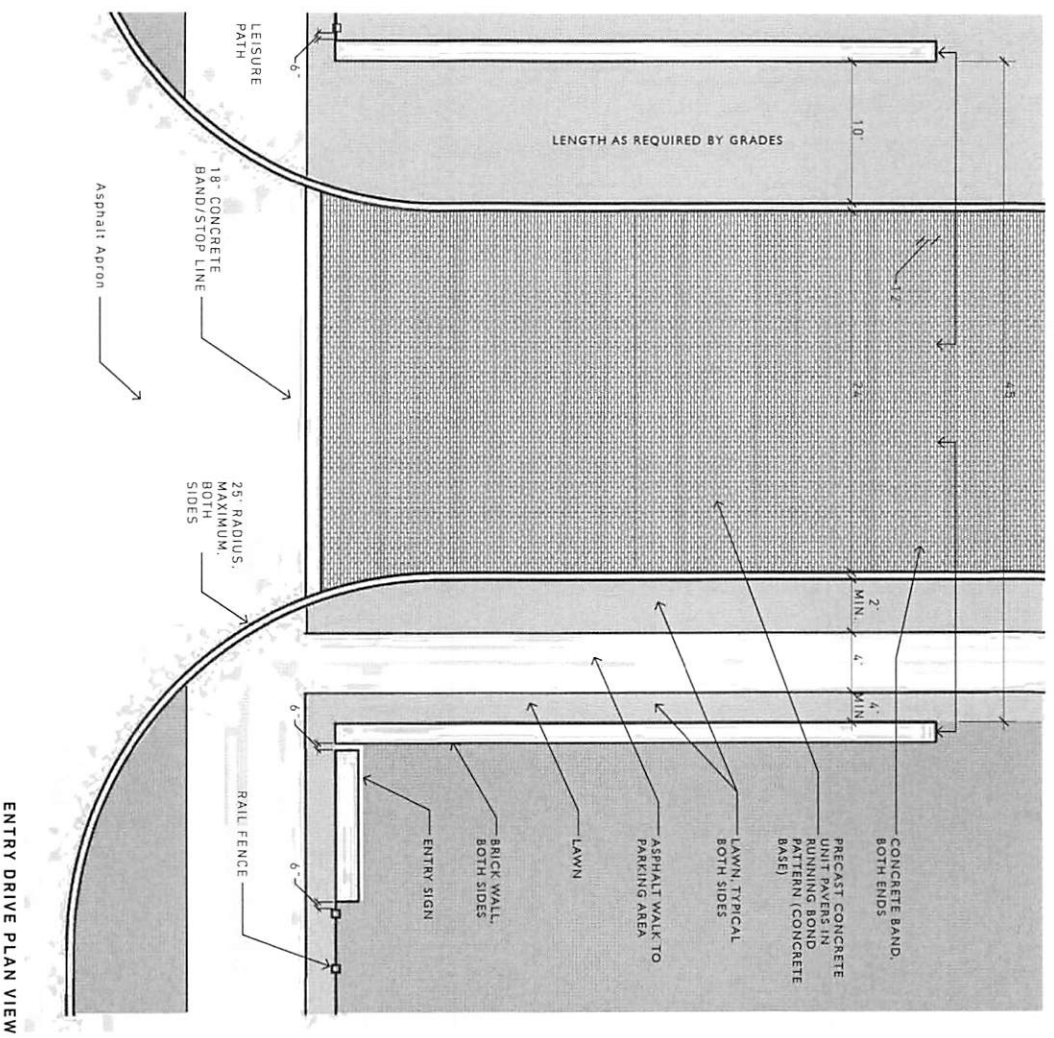
**D e v e l o p m e n t   S i t e**

**FIGURE 11**  
**DEVELOPMENT SITE - PRIMARY ENTRY**  
**DRIVE**

Standards set forth below apply to primary vehicular entry drives for employees and visitors. Service drives (trucks) should be asphalt and can vary in width based on engineering (traffic) study.

- Width: drive shall be 24' wide.
- Radii of curbing from entry drive to road shall be 25' maximum.
- Roadway material shall be bituminous concrete
- Roadway material over bridge shall be as follows:
  - Pavers shall be Eco-Priora by Unilock, color: granite, texture: tumbled, size: rectangle (9.36" x 4.68" x 3.12")
  - Field paving shall be precast concrete pavers laid in a running bond pattern and set on an aggregate setting bed and permeable aggregate base.
  - A 12" wide concrete band shall separate the precast concrete pavers from the asphalt roadway.
  - Area of pavers shall equal the length of the bridge minus the two 12" concrete bands.
- Driveway pavers extend back to first parking or drive intersection.
- Pathway adjacent to entry drive shall be 4' wide minimum, and 6' wide maximum. If pathway is wider than 4' wide, additional width shall be split evenly on either side of the pathway centerline.
- Concrete band/stop line shall be 18" wide.

FIGURE 11



**FIGURE 12**  
**DEVELOPMENT SITE - BRIDGE AT**  
**ENTRY DRIVE**

- Bridge wall shall be parallel with entry drive
- Face of bridge wall shall be located 10' away from back of entry drive curb
- Height of bridge wall shall be 27" above finish grade on entry drive side of wall at entrance adjacent to sign wall location (see Figure 17 for sign base details). Top of wall shall be held level.
- Wall width shall be 24".
- Wall Construction: cast in place concrete formliner. Paint color shall match color on fence. Finish face of form liner to be smooth and free of voids. Coordinate appropriate concrete mix design with structural engineer to provide this finished look.
- Capstone: white painted precast stone. minimum lengths of 4' with a thickness of 4". All sections to be equal. Provide 1" overhang on all edges.
- Culvert Size and Shape: arch-shaped or round precast concrete pipe equivalent to 4' diameter flow.
  - Example supplier: Rinker Materials (concrete arch pipe - 54" round equivalent)
- Additional vehicular lanes on entry drives may be warranted based on traffic volumes.



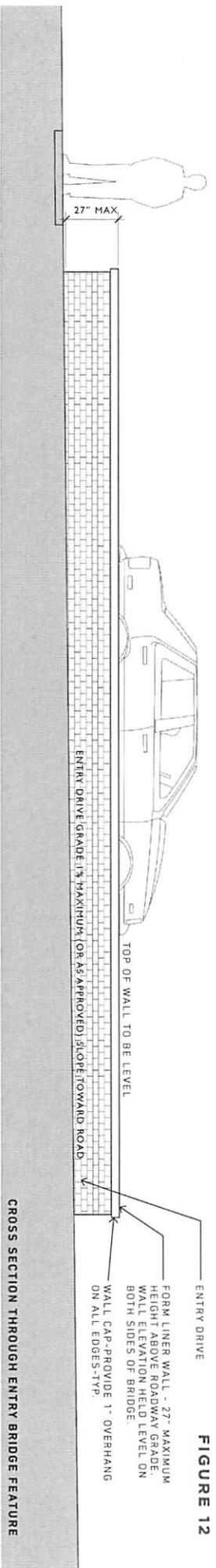
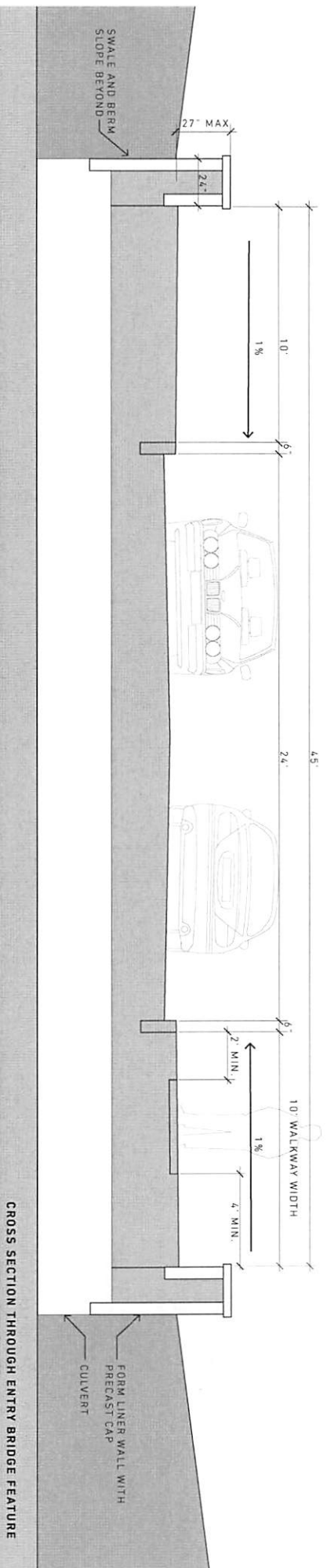
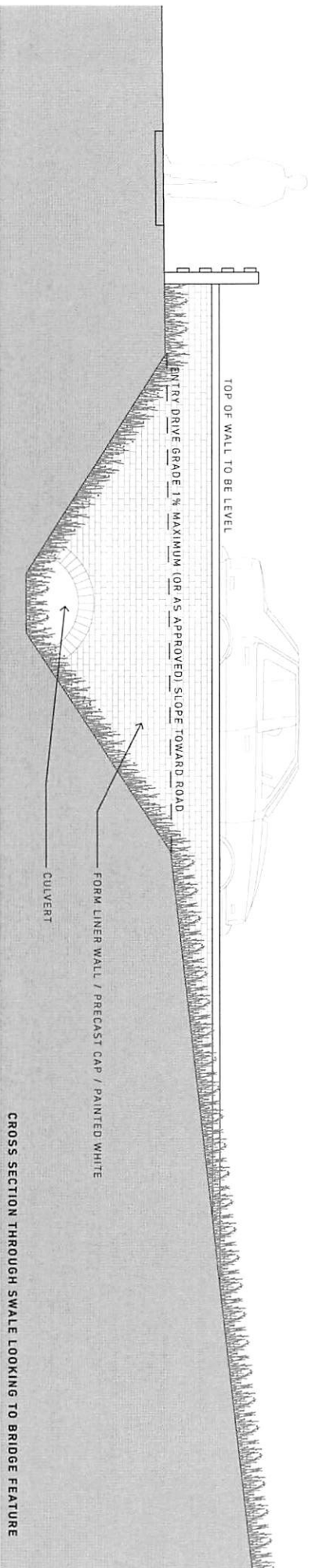


FIGURE 12

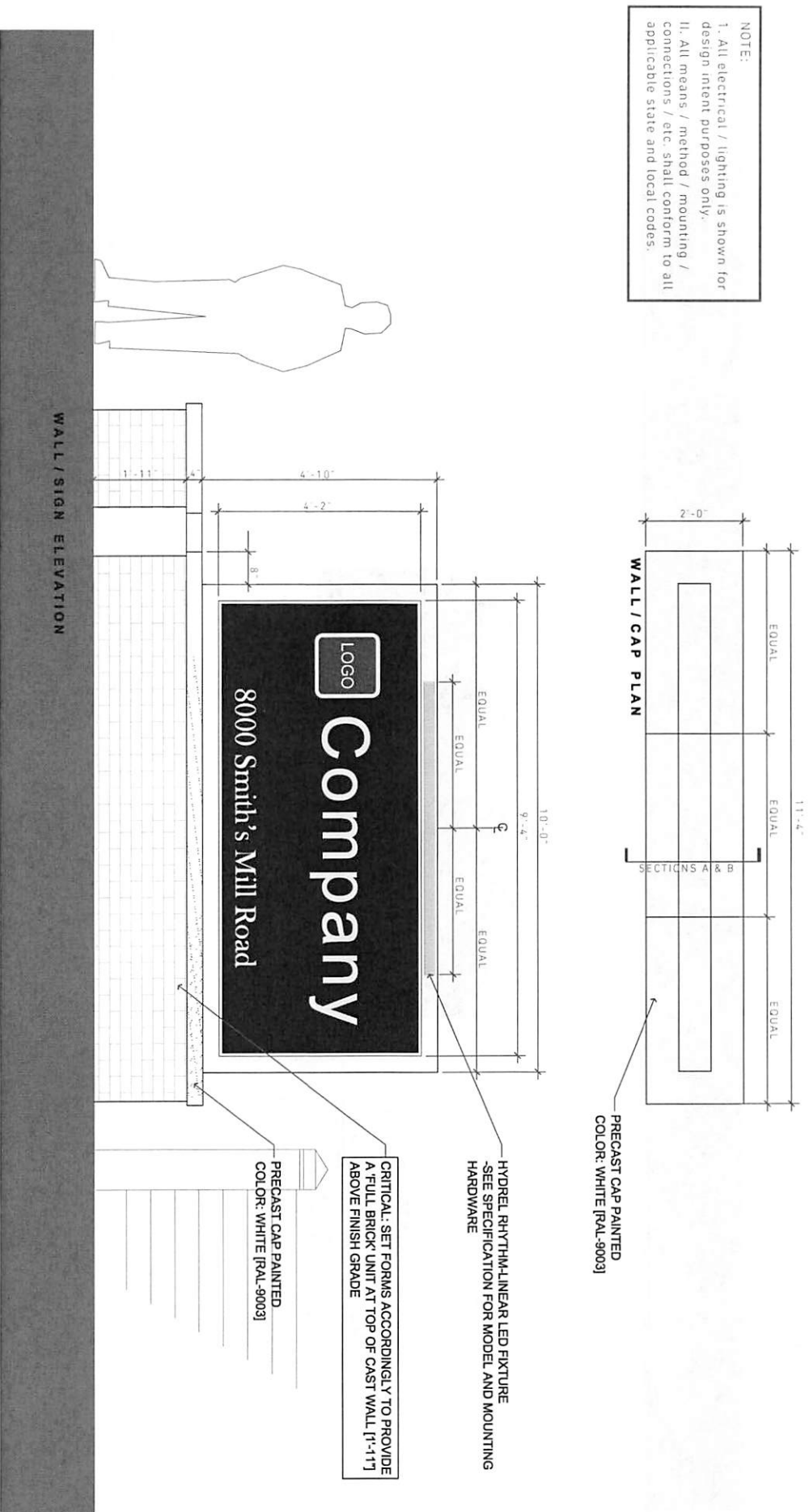


DEVELOPMENT SITE - BRIDGE AT ENTRY DRIVE

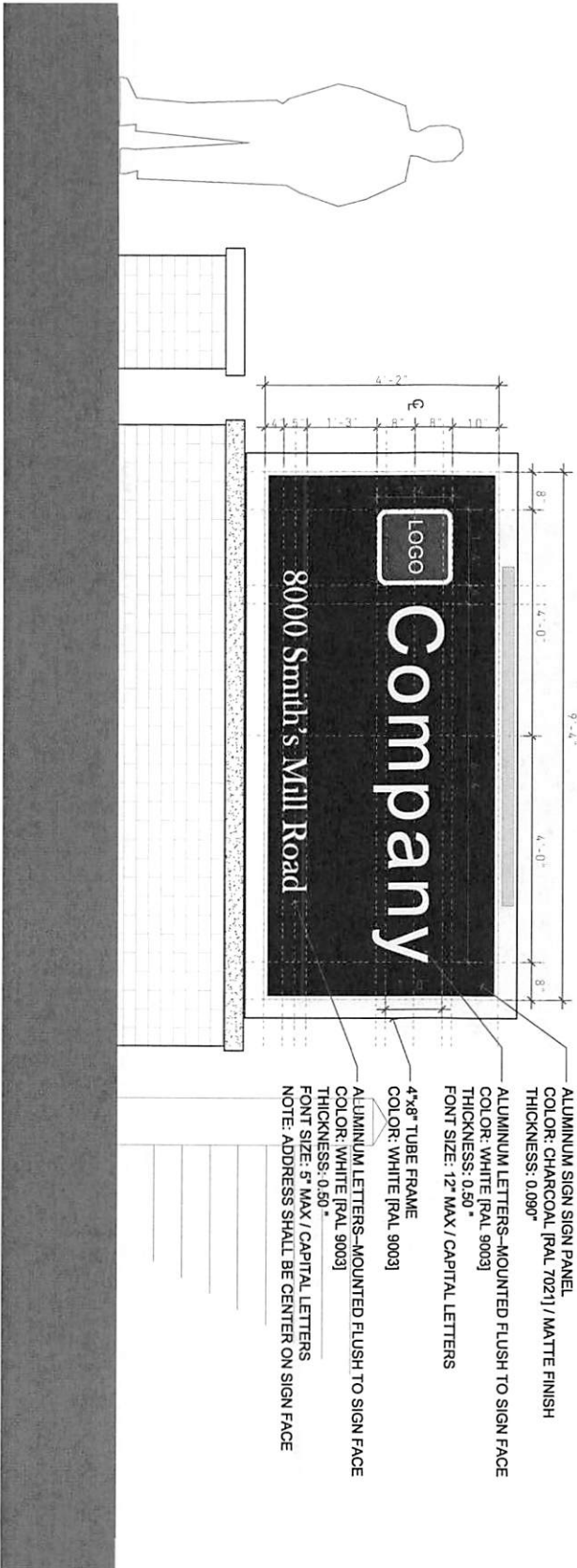
**FIGURE 13**  
**DEVELOPMENT SITE - PRIMARY**  
**ENTRANCE SIGNAGE**

- Sign shall be parallel with road and in line with white rail fence and end of bridge wall.
- Overall sign size (including brick base element): 11'-0" wide x 7'-2" tall. (Sign size can be assessed on a case-by-case basis - Size defined here is minimum size).
- Sign shall be comprised of a formliner concrete base and aluminum sign frame.
- Wall Base: cast in place concrete formliner. Paint color shall match color on fence. Finish face of form liner to be smooth and free of voids. Coordinate appropriate concrete mix design with structural engineer to provide this finished look.
- Capstone: white painted precast stone. Lengths as shown. Cap thickness: 4". Overhang: 1"-All Sides.
- Metal Sign Frame: painted aluminum, white, RAL 9003.
- Metal Sign Panel: painted aluminum, dark charcoal, RAL 7021.
- Sign Graphics and Type:
  - Letters: 1/2" thick aluminum letters - color: white [RAL 9003]. Letters mounted to face of sign panel (company names and addresses).
  - Colors: Max of Four Colors Permitted
    - Letters: White [RAL 9003]
    - Sign Panel: Charcoal [RAL 7021]
    - Company Logo: Two Color Max.
  - Note: Address font shall be Baskerville BT Regular. Address shall appear on single line.
- Sign Lighting
  - Hydrel: Rhythm-Linear LED Flood - See pages 36-38 for product cutsheet.

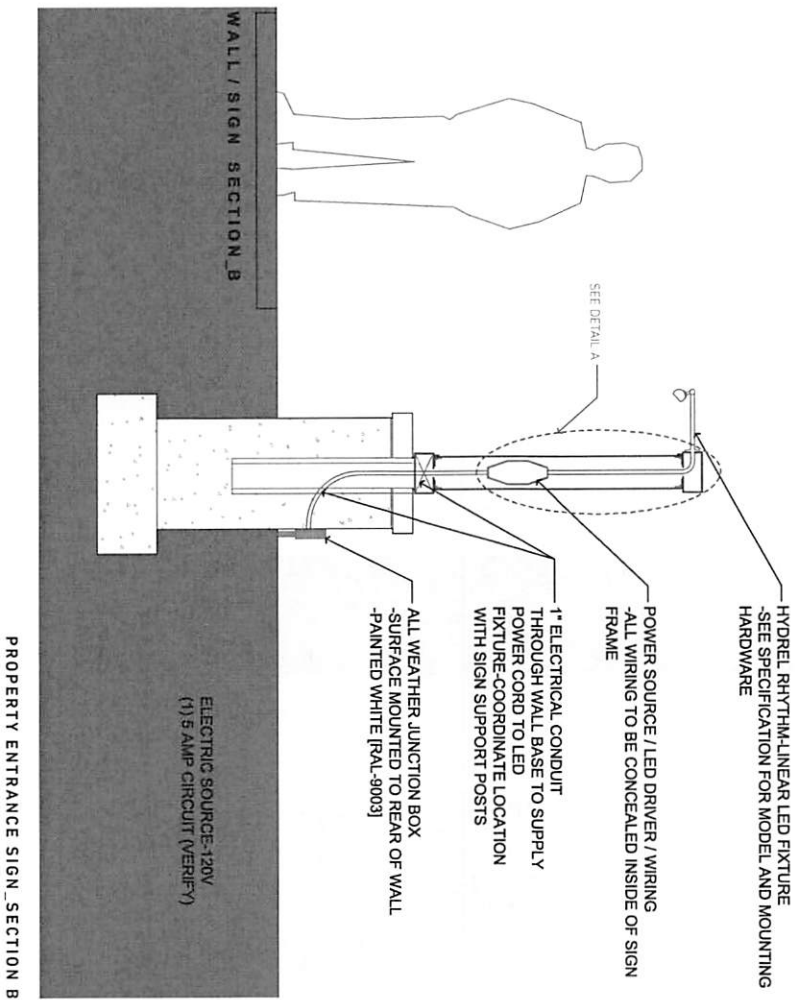
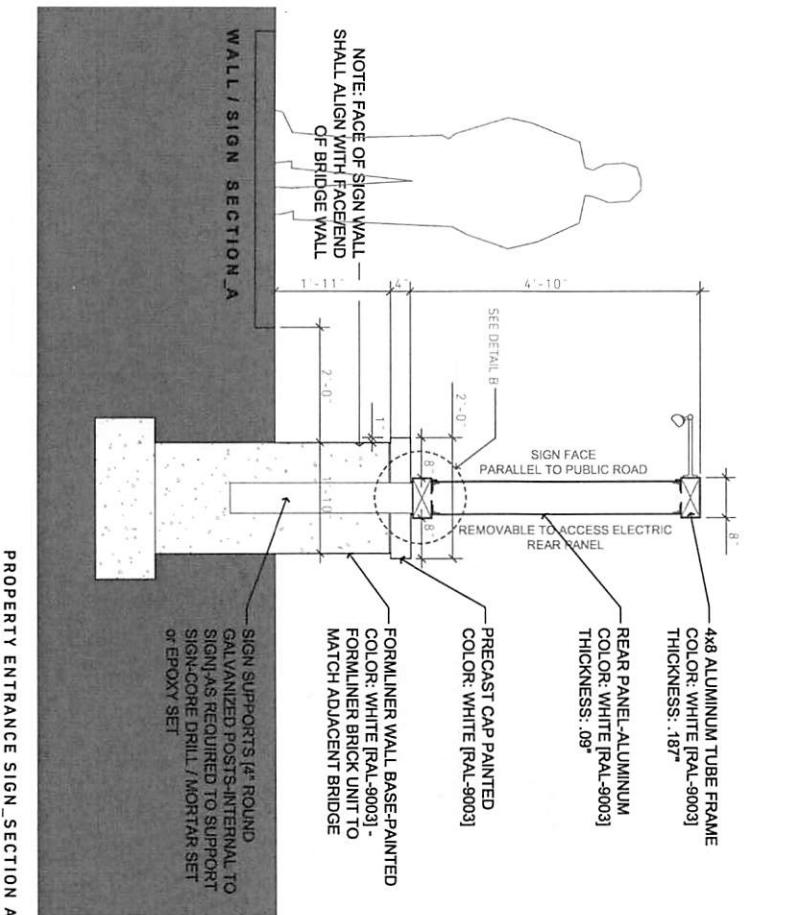
FIGURE 13



NOTE:  
I. All electrical / lighting is shown for design intent purposes only.  
II. All means / method / mounting / connections / etc. shall conform to all applicable state and local codes.



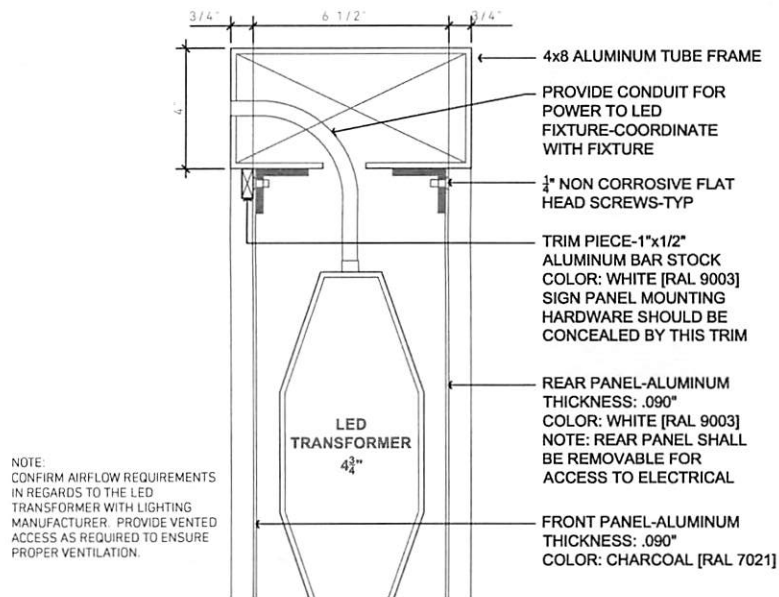
NOTE:  
 I. All electrical / lighting is shown for design intent purposes only.  
 II. All means / method / mounting / connections / etc. shall conform to all applicable state and local codes.



NOTE:

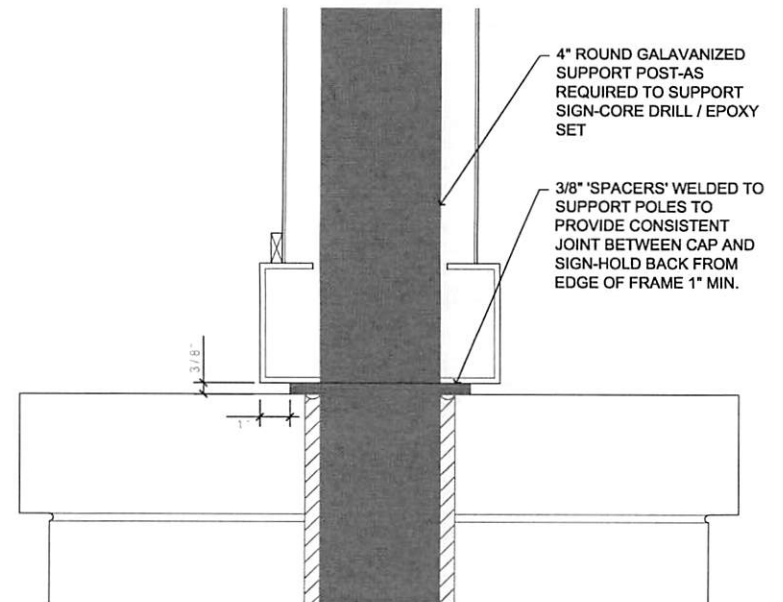
1. All electrical / lighting is shown for design intent purposes only.

II. All means / method / mounting / connections / etc. shall conform to all applicable state and local codes.



**A** PANEL ATTACHMENT  
SCALE: 3" = 1'-0"

DETAIL A

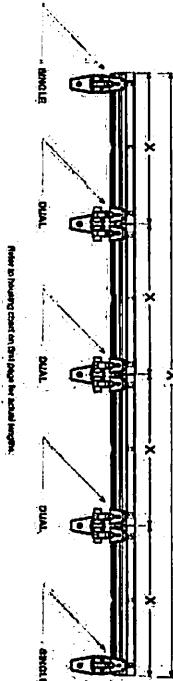


**B** MOUNTING DETAIL  
SCALE: 3" = 1'-0"

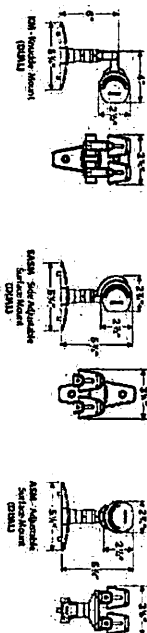
DETAIL B



When specifying mode and (L)E option, each hardware will stop with one single and one dual mounting configuration, ensuring ease of specification and installation everywhere.



## ETE - DUAL MOUNT DIMENSIONS



**NEMA RATED SURFACE BOX (SSBR)**

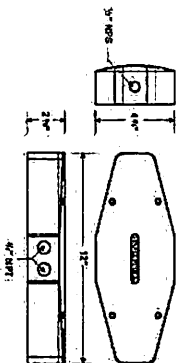
Each unit is designed to mount directly on the day-luminaire of the Drifcon well mount plate; the SSBR power supply enclosure is a well location housing suitable for surface mounting. The SSBR box is available with side conduit entries or standard with back mounting over recessed optics box.

**MATERIAL:** Copper-free cast aluminum A360. All aluminum materials tested prior to anodizing.

**FINISH:** Black powder coat

**FASTENERS:** Stainless steel bumper resistant

**LISTING: CSA, PSA**



**NOTE: WYDEL RESERVES THE RIGHT TO MODIFY SPECIFICATIONS WITHOUT NOTICE.** Any deviation on this sheet is to be assumed as a reference document. Used for discussion purposes only. Do not for government contracting or inspection requirements. (WYDEL/11-177)

NOTE: MIREL BELIEVES THE RIGHT TO MODIFY SPECIFICATION WITHOUT NOTICE. Any discussion on this issue is to be assumed as a reference document. Used for information purposes only. It does not govern manufacturing or transportation requirements. (A447) (14.5-177)

2800 North St., Dept. E  
Duluth, GA 31111  
Phone 404/512-5567  
Fax 404/512-5567  
Internet: <http://doh.state.ga.us>

# LIGHTING CUT SHEET #33

**NRPS - NEMA RATED  
POWER SUPPLY**

**DESCRIPTION**

Lightweight, compact LED driver designed for remote applications at a maximum of 80 feet. Integral wiring compartments for easy installation and tested for both indoor/outdoor applications (UL wet location listed).

## SPECIFICATIONS:

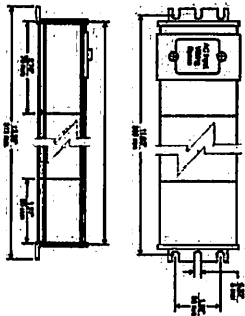
**MATERIALS:** Polyethylene glycol powder and ethylmagnesium chloride

CONDUIT: 1/2" RPT Side with input access plate.

**VOLTAGE IN VOLT (120 - 277V)**

CONSTANT VOLTAGE, 1.2 Vcc DC Calibrated for 5 amps output

**PHIL ILLUSTRATE Over-Voltage, Over-Power and Short-Circuit Protector**  
Has auto-recovery feature.



NOTE: MORTAL RESERVES THE RIGHT TO MODIFY OR CANCELATION WITHOUT NOTICE. Any dimension on this sheet is to be assumed as a reference dimension. Used for informational purposes only. It does not govern manufacturing or inspection requirements. (JANUARY 1977)

142271  
Allydren

**2200 Northridge Dr., Suite 8  
Channahon, IL 61011  
Phone: 815/331-1111  
Fax: 815/331-1111  
www.hydrolevel.com**

## LIGHTING CUT SHEET #4





**FIGURE 14**  
DEVELOPMENT SITE - INTERIOR  
PROPERTY SIGNAGE

In the special case of secondary signage needed (visible from the public ROW), including address, directional, and other signage required by the state and federal agencies, the following standards shall be met.

- Sign shall be parallel with road and in line with white rail fence and end of bridge wall.
- If multiple tenants are to be listed, tenants should be included on one sign.
- Refer to Figure 18 exhibits for sign details (materials, sizing, placement).
- In the case of a tenant needing to remain unlisted, an address only sign may be approved to be placed along the fence - as illustrated on the following page.
- Additional internal signage, not seen from the exterior of the site, is permitted by right. The quantity and size of these signs shall be determined by the developer.

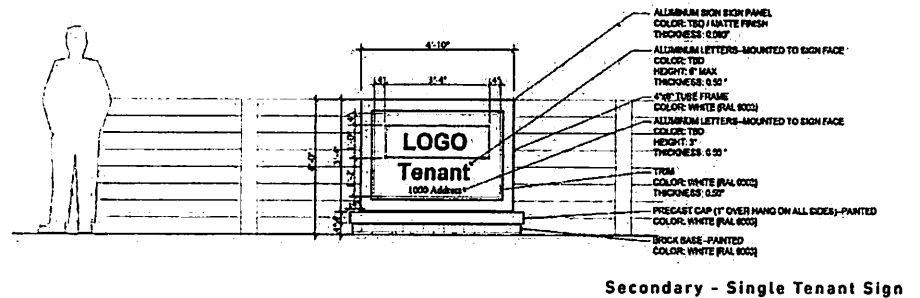
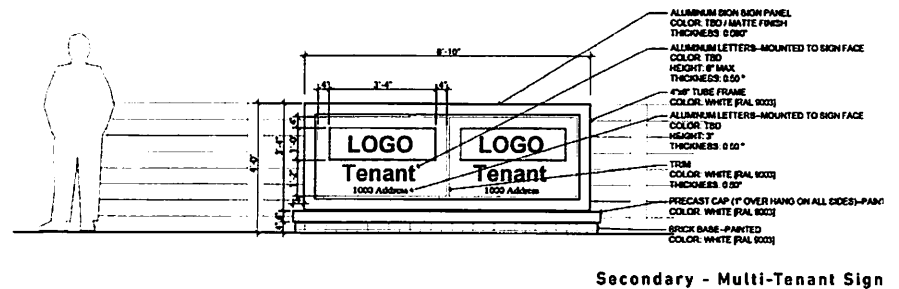
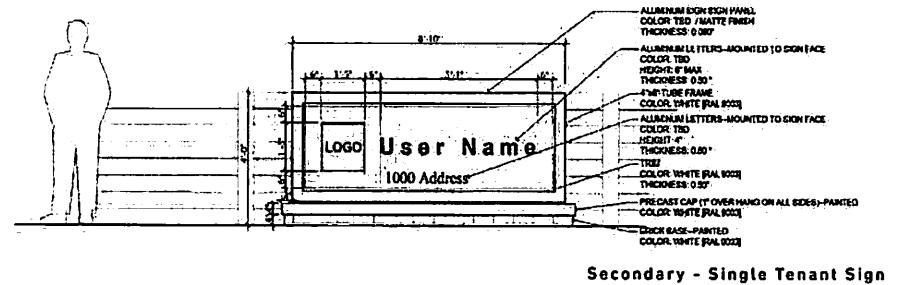
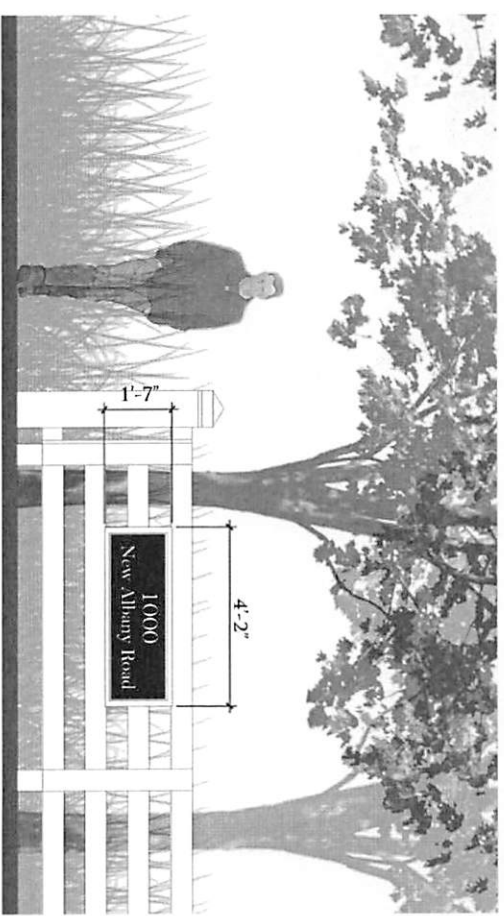
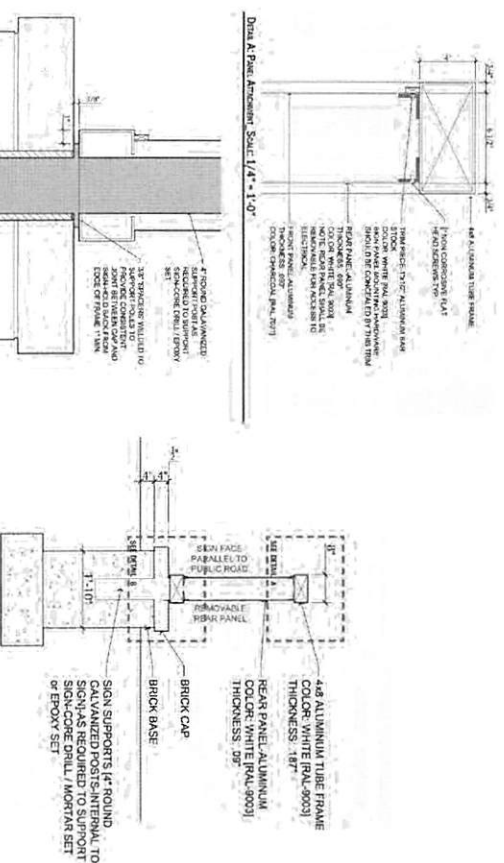


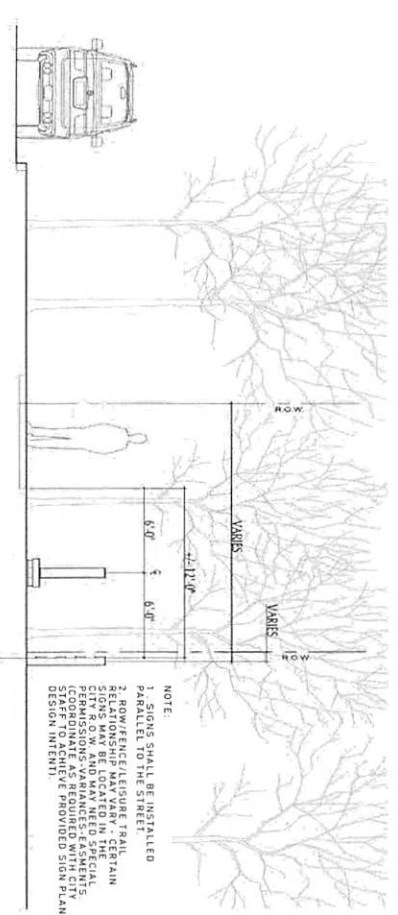
FIGURE 14



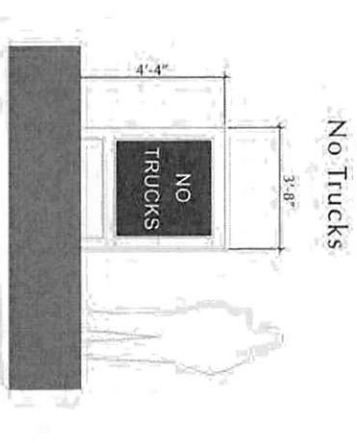
Secondary - Address Only Sign



Secondary - Tenant Sign Detail



Secondary - Tenant Sign



Wayfinding Signage

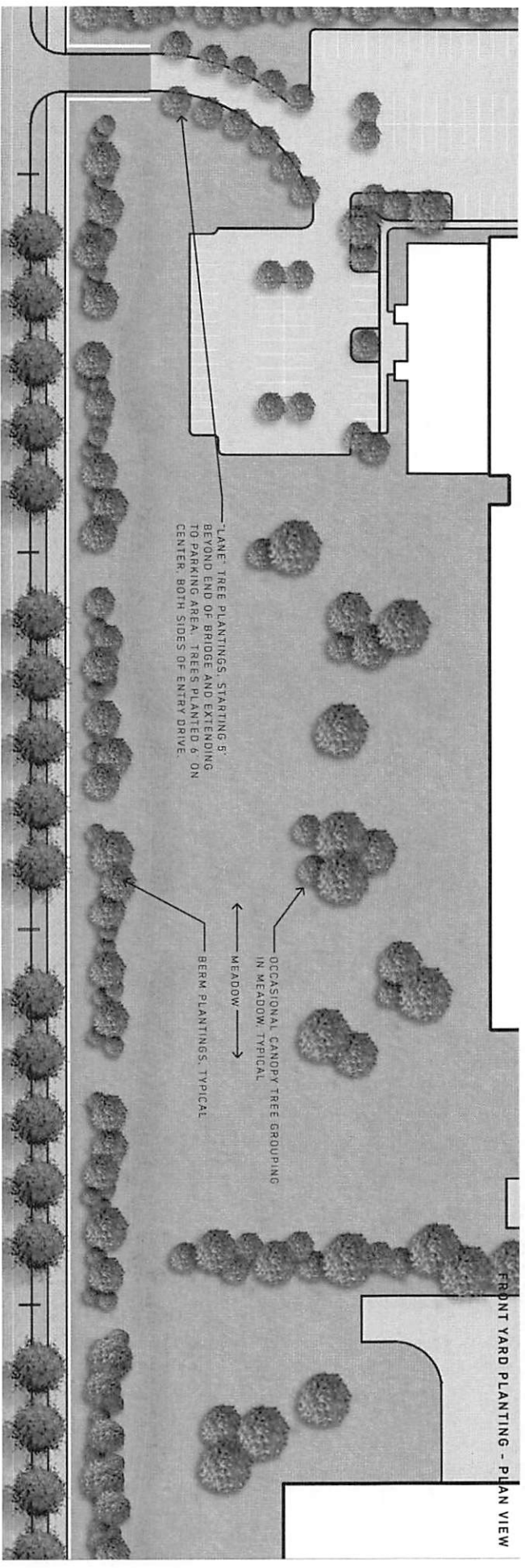
- Wayfinding Signage Materials:**
- Frame: 4" Steel Tube
  - Frame Color: Powder-Coated White (RAL 9003)
  - Sign Panel: 36" x 36" Aluminum Sign Panel
  - Sign Color: Charcoal (RAL 7021)
  - Company Name: 5" White Letters, Font: TBD by Company
  - Address: 2.5" White Numbers, Font: New Baskerville
  - Street Name: 2.5" White Letters, Font: New Baskerville

## DEVELOPMENT SITE - INTERIOR PROPERTY SIGNAGE

**FIGURE 15**  
**DEVELOPMENT SITE - FRONT YARD**  
**PLANTING**

- Refer to Berm Planting where parking areas abut the back of road berm.
- All front yard plantings shall be meadow and the occasional canopy tree grouping.
- Species diversity: At least 5 species shall be used throughout front yard plantings. No quantity of any given species shall comprise more than 40% of the overall quantity of trees in the front yard plantings.
- Installation sizes: trees are to be planted in a variety of sizes, ranging from 1" to 2" caliper trees. No more than 60% of trees can be 1" caliper.
- Tree spacing: tree species and sizes are to be randomly spaced in a groups of 3 to 6 trees, and spaced between 12' and 18' apart within groupings. Distribution of groupings shall be as generally shown on the overall plan.
- Lane tree plantings shall be planted 6' on center, consistently offset 8' from the end of the entry drive.
- Tree species list: refer to Figure 18.

FIGURE 15

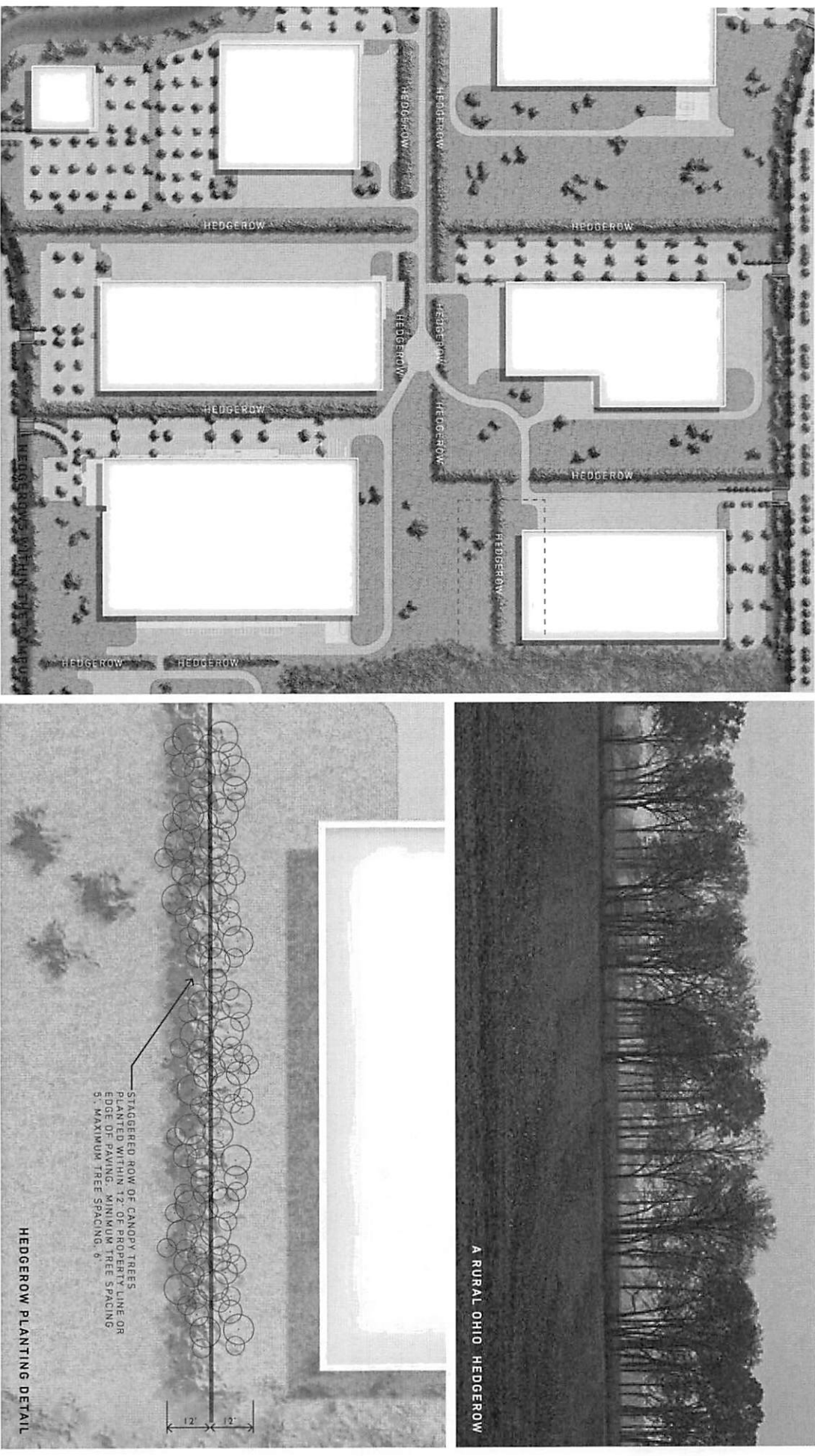


**FIGURE 16**  
**DEVELOPMENT SITE - HEDGEROW**  
**PLANTING**

The following standards apply to Primary Development Sites.

- "Hedgerows" shall be planted between properties.
- Hedgerows shall consist of large deciduous shade and understory trees. Plant material shall be tightly spaced and comparable to the existing mature agricultural hedgerows surrounding the district.
- To either side of the property line, a 12' wide area shall be planted with native trees as a hedgerow.
- Where hedgerows are planted in swales, begin hedgerow plantings 3' upslope from the bottom of the swale.
- Species diversity: At least 5 species shall be used. No quantity of any given species shall comprise more than 40% of the overall quantity of trees in the hedgerow.
- Installation sizes: trees are to be planted in a variety of sizes, ranging from 3-year seedlings to 1" caliper trees. No more than 60% of trees can be seedlings. At least 20% of trees shall be 1" caliper.
- All installed plant material will require tree protection until the plant material reaches 3" caliper for single stem trees and 6' height for understory and/or multistem trees. Tree protection fence should be a neutral color and a minimum 3' in height.
- Hedgerow tree spacing: tree species and sizes are to be randomly spaced in a staggered pattern between 5' and 6' on-center.
- At power line easement, tree species shall be selected to not exceed 30' height.
- Interior side yards should be meadow with random massings of large deciduous shade trees. Random massings should consist of 3-7 trees and installed at a minimum 3" caliper.
- Tree species list: refer to Figure 18.

FIGURE 16



**FIGURE 17A**  
**PRIMARY DEVELOPMENT SITE -**  
**PARKING LOT PLANTING**

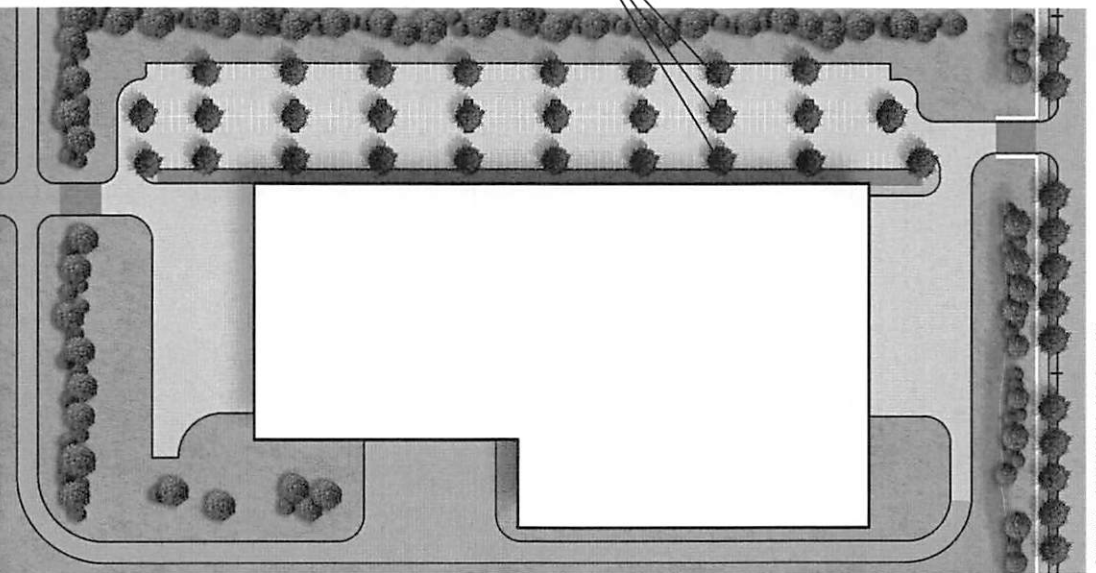
- Parking lot islands shall be planted with native canopy trees and meadow mix.
- Every ten parking spaces shall be separated by one tree island.
- Species diversity: At least 4 species shall be used per parking lot. No quantity of any given species shall comprise more than 50% of the overall quantity of trees in parking areas.
- Installation sizes: trees are to be planted as 3" caliper trees.
- Vehicular parking lots shall be screened from public streets by a 3.5' minimum height evergreen hedge or similar landscaping, wall, mound or combination thereof. Landscaping shall be planted at least 2' in average height when planted and shall conform to the height requirements within 4 years after planting.
- Tree species list: refer to Figure 18.

**FIGURE 17B**  
**FLAGSHIP DEVELOPMENT SITE -**  
**PARKING LOT PLANTING**

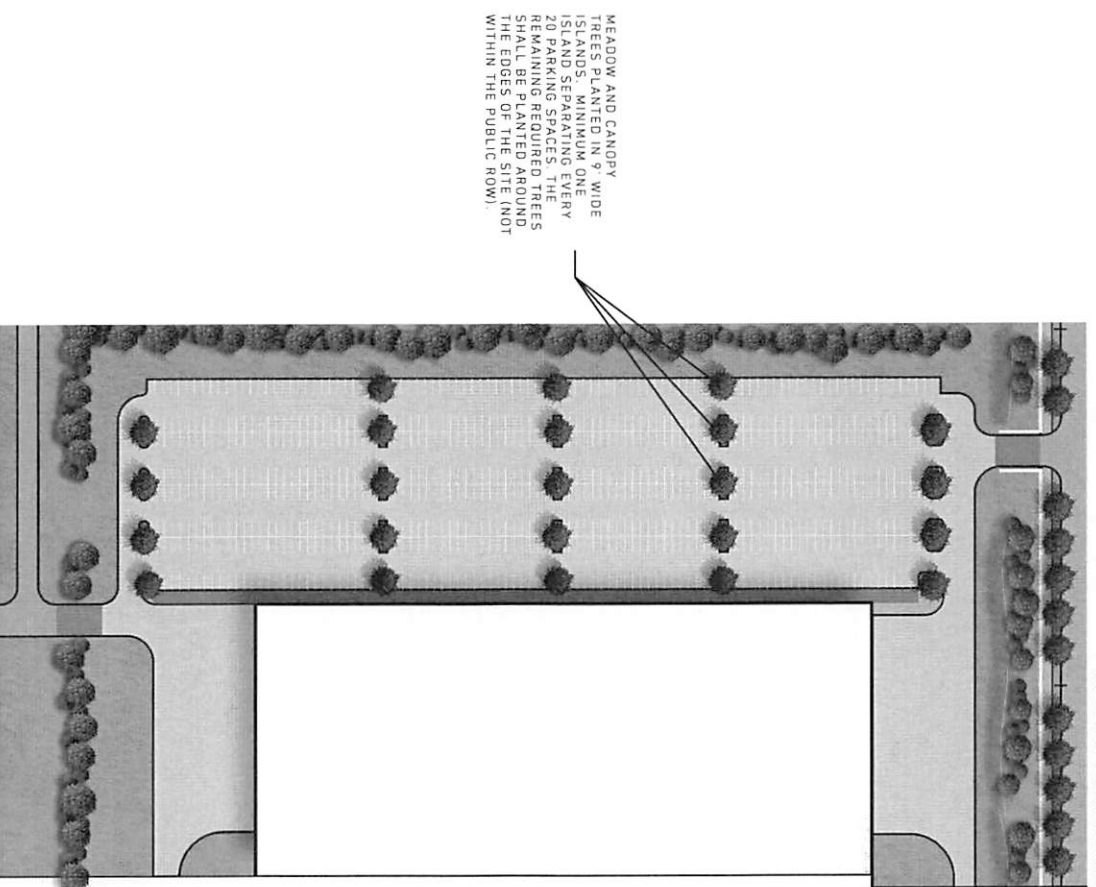
- Parking lot islands shall be planted with native canopy trees and meadow mix.
- To retain tree planting standards, but reduce the footprint of parking on the Flagship Site, the following standard should be met. For every twenty parking spaces one tree shall be planted on site. 50% of these required trees shall be planted in a tree island within the parking lot, spaced one island ever twenty spaces (one tree per island). The remaining 50% shall be planted around the edges of the site (not within the public ROW).
- Species diversity: At least 4 species shall be used per parking lot. No quantity of any given species shall comprise more than 50% of the overall quantity of trees in parking areas.
- Installation sizes: trees are to be planted as 3" caliper trees.
- Vehicular parking lots shall be screened from public streets by a 3.5' minimum height evergreen hedge or similar landscaping, wall, mound or combination thereof. Landscaping shall be planted at least 2' in average height when planted and shall conform to the height requirements within 4 years after planting.
- Tree species list: refer to Figure 18.
- The minimum number of parking spaces provided can be phased and determined by the developer.



**FIGURE 17A**  
TREES AT PARKING AREAS



**FIGURE 17B**  
TREES AT PARKING AREAS



**FIGURE 18**  
**DEVELOPMENT SITE - PLANTING**  
**GUIDELINES**

- Street Trees
- Swale/Berm Plantings
  - Trees
  - Woody Shrubs
  - Meadow Mix
  - Maintained Turf Mix
- Detention Pond Plantings
  - Trees
  - Woody Shrubs
  - Wetland Mix
  - Meadow Mix
- Front Yard / Side Yard Plantings
  - Trees
  - Meadow Mix
  - Maintained Turf Mix
- Hedgerow and Side Yard Plantings
- Parking Lot Trees

**FIGURE 18****Street Trees**

- North Leg (dominant): *Quercus coccinea* - scarlet oak
- North Leg (secondary): *Celtis occidentalis* - hackberry
- East Leg (dominant): *Celtis occidentalis* - hackberry
- East Leg (secondary): *Quercus bicolor* - swamp white oak
- South Leg (dominant): *Quercus rubrum* - red oak
- South Leg (secondary): *Celtis occidentalis* - hackberry

**Swale/Berm Plantings**

- Trees
  - *Acer nigrum* - black maple
  - *Acer saccharum* - sugar maple
  - *Aesculus flava* - yellow buckeye
  - *Asimina triloba* - common pawpaw
  - *Betula lutea* - yellow birch
  - *Carya ovata* - shagbark hickory
  - *Celtis occidentalis* - hackberry
  - *Gleditsia triacanthos* var. *inermis* - thornless honeylocust
  - *Juglans nigra* - black walnut
  - *Liquidambar styraciflua* - sweetgum
  - *Prunus serotina* - wild black cherry
  - *Quercus alba* - white oak
  - *Quercus bicolor* - swamp white oak
  - *Quercus coccinea* - scarlet oak
  - *Quercus rubrum* - red oak
  - *Robinia pseudoacacia* - black locust
  - *American linden* - basswood
- Woody Shrubs
  - *Aronia melanocarpa* - black chokeberry
  - *Comptonia peregrina* - sweetfern
  - *Diervilla lonicera* - dwarf bush-honeysuckle
  - *Rhus aromatica* - fragrant sumac
  - *Rubus odoratus* - flowering raspberry
  - *Rhus typhina* - staghorn sumac
  - *Spiraea tomentosa* - steeplebush
  - *Symphoricarpos albus* - common snowberry
  - *Vaccinium angustifolium* - lowbush blueberry
- Meadow: See Meadow Mix, this sheet.
- Maintained Turf: See Maintained Turf Mix, this sheet.

**Swale/Berm Plantings\_Alternates**

- Trees
  - *Quercus* sp.
  - *Acer* sp.
  - *Aesculus* sp.
  - *Fagus* sp.
  - *Betula* sp.
  - *Ulmus americana*
  - *Gleditsia* sp.
  - *Gymnocladus* sp.
  - *Pinus strobus*
  - *Pinus nigra*
  - *Picea abies*
  - *Picea omorika*
  - *Juniperus virginiana*

**Detention Pond Plantings**

- Trees
  - *Acer rubrum* - red maple
  - *Asimina triloba* - common pawpaw
  - *Betula nigra* - river birch
  - *Gymnocladus dioica* - kentucky coffeetree
  - *Juglans nigra* - black walnut
  - *Liriodendron tulipifera* - tuliptree
  - *Nyssa sylvatica* - black gum
  - *Platanus occidentalis* - sycamore
  - *Populus deltoides* - eastern cottonwood
  - *Quercus bicolor* - swamp white oak
  - *Salix discolor* - pussy willow
  - *Taxodium distichum* - bald cypress
- Woody Shrubs
  - *Cephalanthus occidentalis* - buttonbush
  - *Clethra alnifolia* - sweet pepperbush
  - *Cornus sericea* - redosier dogwood
  - *Hamamelis virginiana* - common witchhazel
  - *Ilex verticillata* - common winterberry
  - *Myrica pensylvanica* - northern bayberry
  - *Potentilla fruticosa* - bush cinquefoil
  - *Vaccinium corymbosum* - highbush blueberry
- Wetland Shelf - plant list to be developed in consultation with wetland ecologist.
- Meadow: See Meadow Mix, this sheet.

**Parking Lot Trees**

- Trees
  - *Acer nigrum* - black maple
  - *Acer saccharum* - sugar maple
  - *Celtis occidentalis* - hackberry
  - *Gleditsia triacanthos* var. *inermis* - thornless honeylocust
  - *Liriodendron tulipifera* - tuliptree
  - *Platanus occidentalis* - sycamore
  - *Quercus bicolor* - swamp white oak
  - *Quercus coccinea* - scarlet oak
  - *Quercus rubrum* - red oak
- Meadow: See Meadow Mix, this sheet.

**Front Yard Plantings**

- Meadow Trees
  - *Aesculus flava* - yellow buckeye
  - *Fagus grandifolia* - american beech
  - *Quercus alba* - white oak
  - *Quercus macrocarpa* - bur oak
  - *Quercus muehlenbergii* - chinquapin oak
  - *Robinia pseudoacacia* - black locust
  - *Platanus occidentalis* - sycamore
- Lane Trees
  - *Ostrya virginiana* - american hophorn-beam
- Meadow: See Meadow Mix, this sheet.
- Maintained Turf: See Maintained Turf Mix, this sheet.

**Hedgerow and Side Yard Plantings**

- Trees
  - *Acer nigrum* - black maple
  - *Acer saccharum* - sugar maple
  - *Betula lenta* - sweet birch
  - *Carya ovata* - shagbark hickory
  - *Juglans nigra* - black walnut
  - *Prunus serotina* - wild black cherry
  - *Quercus alba* - white oak
  - *Quercus bicolor* - swamp white oak
  - *Quercus coccinea* - scarlet oak
  - *Quercus palustris* - pin oak
  - *Quercus rubrum* - red oak
- Trees at AEP easements
  - *Amelanchier laevis* - allegheny serviceberry
  - *Carpinus caroliniana* - american hornbeam
  - *Crataegus crusgalli* - cockspur hawthorn
  - *Crataegus phaenopyrum* - washington hawthorn
  - *Oxydendrum arboreum* - sourwood (or sorrel tree)
- Meadow: See Meadow Mix, this sheet.
- Maintained Turf: See Maintained Turf Mix, this sheet.

**Meadow Mix**

- Meadow Mix shall be:
  - 20% *Aruba* or *Audubon* red fescue
  - 20% *J5* chewings fescue
  - 20% *Ecostar* hard fescue
  - 20% *Marco Polo* sheeps fescue
  - 20% annual ryegrass
- Application rate shall be 225 lbs per acre.
- Plant seed with "Brillion" type landscape seeding machine that accurately places seed at specified depth and rate and rolls in single operation. Plant seed no deeper than ½ inch. Hydroseeding of meadows is not permitted.
- Plant seed with slit seeder in areas that have been previously graded and seeded with annual ryegrass for erosion control. Plant seed no deeper than ½ inch.
- Apply fertilizer at time of seeding and 30 days after seeding. Use starter fertilizer, 1-2-1, that will provide actual phosphorus of at least 1.5 lbs./1000 sq. ft.
- Maintain meadow no less than 12 months after planting.
- Mow meadow as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain a height of 3 1/2 to 4 inches. Do not mow after 12 months from planting completion.
- Apply 2 applications of a broad spectrum, 3-way selective herbicide to meadow within 12 month after planting. Schedule first application no earlier than 6 months after planting.

**Maintained Turf Mix**

- Turf Mix shall be:
  - 80% 2 of 3 Tall Fescue
  - 10% Kentucky Blue Grass
  - 10% Perennial Ryegrass
- Application rate shall be 225 lbs per acre.

**General Planting Guidelines**

- Trees
  - Trees over 2" shall be nursery tagged by a landscape architect. Trees under 2" shall be visually inspected with representative photographs by a landscape architect.
  - Areas of trees (not individual trees) to be planted along the road and detention ponds shall be staked for approval by a landscape architect.
  - Width of tree planting hole for trees shall be 3 times the diameter of the rootball. Bottom and sides of tree hole shall be loosened prior to planting.
  - Depth of tree planting hole shall be 1.5 times the depth of the rootball, minimum. Container grown or balled and burlapped trees shall be planted on a compacted mound of #57 stone.
  - Trunks of trees under 1" in caliper in size shall be protected with plastic wrap for a period of one year.
  - Seedlings/whips may be planted as bare root stock.
  - All sizes and grades of plant material shall be in accordance with the American Standard for Nursery Stock (latest edition), published by the American Nursery and Landscape Association standards.
- Woody Shrubs
  - Representative photos of woody shrubs shall be approved by a landscape architect.
  - Woody shrub beds shall be staked for approval by a landscape architect.
  - Shrub beds shall be a continuous excavation to the depth of the deepest rootball in the shrub bed. Bottom and sides of shrub bed excavation shall be loosened prior to planting.
  - All sizes and grades of plant material shall be in accordance with the American Standard for Nursery Stock (latest edition), published by the American Nursery and Landscape Association standards.
- Wetland Mix and Meadow Mix
  - Mixes shall be pre-packaged at the specified species percentages and applied at rates consistent with the seed supplier's recommendations.
  - Bed preparation shall be in accordance with seed supplier's recommendations.
- Planting Soils
  - Planting soils shall be a mix of three components: topsoil, organic amendment, and sand.
  - Topsoil: central Ohio topsoil with a USDA texture classification of clay loam or loam and a pH of 6.5 to 7.0.
  - Organic Amendment: composted yard debris (green waste) compost with a pH of 7.2 to 8.0.
  - Sand: ASTM C33 concrete sand.
  - The three components shall be blended into a the following ratio: 4 parts sand, 2 parts topsoil, 1 part compost.

**FIGURE 19**  
**DEVELOPMENT SITE - MAINTENANCE**

- Trees
- Shrubs
- Meadow
- Turf

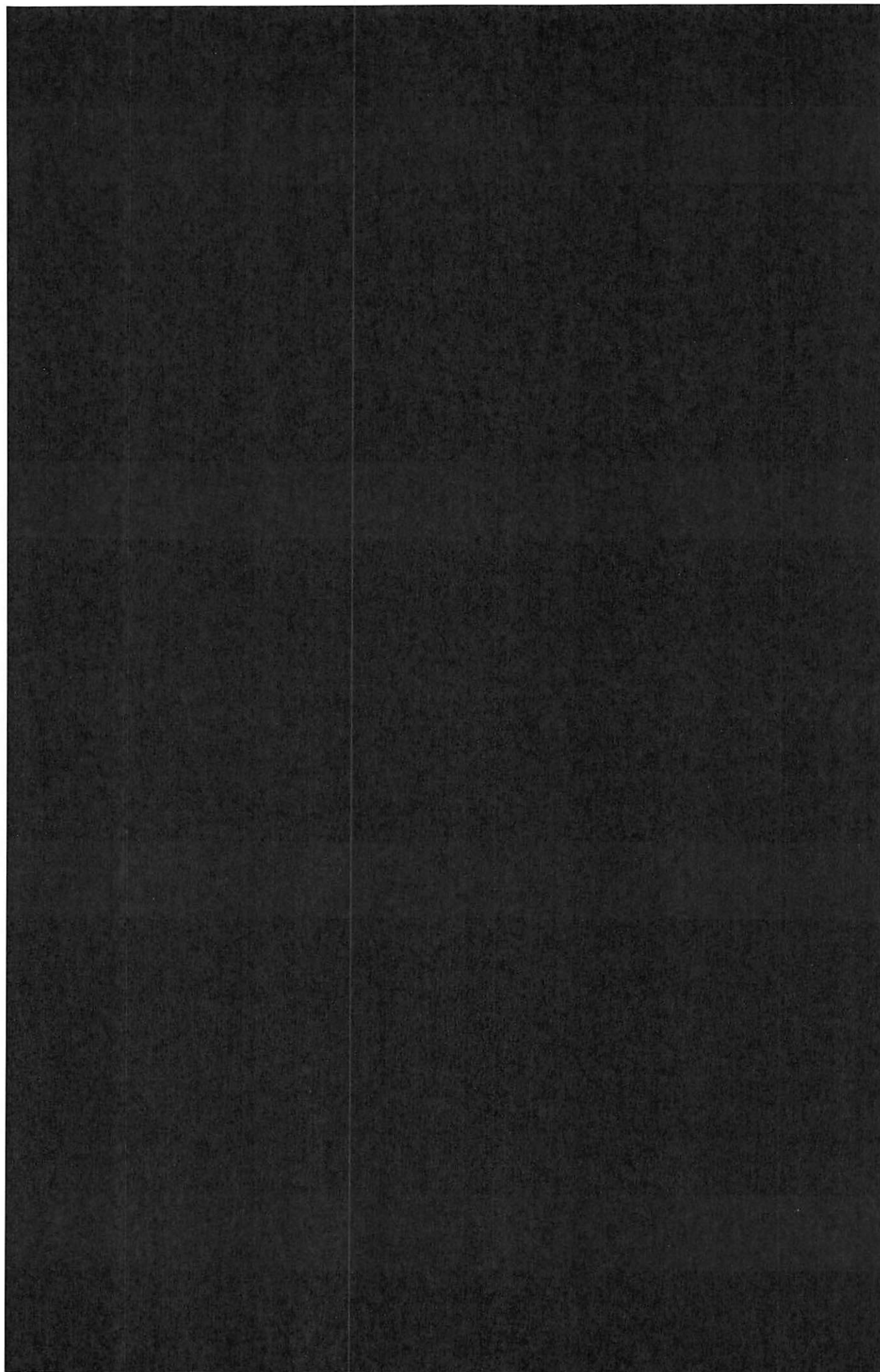
January: Check trunks for rodent damage. Treat appropriately if damage is present. Selectively hand prune limbs to repair, remove damaged limbs. Do not prune overgrown trees unless necessary for damage repair. Use dormant oils for pest management as required for insect control. provided temps remain  $\geq 32$  degrees for 72 hours or

- |        |   |
|--------|---|
|        | <ul style="list-style-type: none"> <li>• December: Monitor for signs of pest problems and desiccation from winter winds. Plants that routinely show dissipation may be treated with an application of wilt proof to reduce damage. More than one treatment is detrimental. Plants with reoccurring problems should be removed.</li> </ul>   |
| Meadow | <ul style="list-style-type: none"> <li>• April (late): Apply 3-way selective herbicide to control weed populations - Do not apply pre-emergence to areas that need overseeded. Overseeding can take place in April for severe bare areas at rate of 4 lbs / 1000sf. - Slice seed or seed-a-vator method. (Note: Fall overseed is preferred)</li> <li>• May: Mow at 6" height (Single Mow).</li> <li>• June - September: No mowing to occur</li> <li>• September: Fertilize with 1-1-1 ratio NPK at 1.0 lb actual per 1000 sf. - Apply with broadcast spreader</li> <li>• Oct (early) - Mow at 6" height (Single Mow). Overseed these areas at rate of 4 lbs / 1000sf - slice seed or seed-a-vator method</li> <li>• November (late): Fertilize with 1-1-1 ratio NPK at 1.0 lb actual per 1000 sf. - Apply with broadcast spreader. The fine texture blend that is utilized in the meadow portions of the P&amp;GB campus is designed to be maintained with low fertility and two mowings per year. Fine textures struggle during wet and dry periods when maintained at traditional lawn heights (-7-9")</li> </ul>   |
| Turf   | <ul style="list-style-type: none"> <li>• January/ February/March: Minimize soil damage along walks and drives. Remove any wind driven leaves from lawns/beds.</li> <li>• April: Test soil pH. Turf areas should maintain PH as needed. Apply chemical pre-emergents as needed after soil temps reach 55 degrees and crabgrass begins to germinate. If seasons is advanced, begin mowing. First cut should be slightly shorter than normal ("3"-1") to encourage greening. Trim turf along all walks and road edges as required - DO NOT lime firm around tree trunks. Core aerate prior to fertilization / lawn renovations. Avoid rolling of turf; this causes compaction/poor root development. It should be avoided unless excessive heaving has taken place. Overseed turf areas after aeration to increase lawn density and crowd out aggressive weeds.</li> <li>• May: Maintain turf at 3" height by mowing as needed-removing no more than 1/3 of the blade length in a single mowing. Treat disease with appropriate fungicide if damage is extensive.</li> <li>• June: Maintain turf at 3" height by mowing as needed-removing no more than 1/3 of the blade length in a single mowing. Treat disease with appropriate fungicide if damage is extensive.</li> <li>• July: Maintain turf at 3" height by mowing as needed-removing no more than 1/3 of the blade length in a single mowing. Frequency may decrease during this time due to heat stress. Treat disease with appropriate fungicide if damage is extensive.</li> <li>• August: Maintain turf at 3" height by mowing as needed-removing no more than 1/3 of the blade length in a single mowing. Frequency may decrease during this time due to heat stress. Treat disease with appropriate fungicide if damage is extensive.</li> <li>• September: Summer fertilization. Labor Day, fertilizer at 1 lb nitrogen / 1000 sf. or as required by soil analysis. Maintain turf at 3" height by 1/3 of blade length in a single mowing. Frequently may decrease during this time due to heat stress. Treat disease with appropriate fungicide if damage is extensive. Over-seed all bare areas - Rake bare soil and amend with three cubic yards of liming screened compost / 1000 sf. Broadcast seed and hand rake into top 1/4" topsoil. Monitor turf for broadleaf weeds (ground ivy, plantain, dandelion, etc.) and apply treatments as needed.</li> <li>• October: Maintain turf at 3" height by mowing as needed-removing no more than 1/3 of the blade length in a single mowing. Treat disease with appropriate fungicide if damage is extensive. Continue monitoring turf for broadleaf weeds (ground ivy, plantain, dandelion, etc.) and apply treatments as needed. Fall Fertilization. Late October: fertilize at 1 lb nitrogen / 1000 sf. or as required by soil analysis.</li> <li>• November: Remove tall leaves from turf to prevent damage to turf. Reduce mower cutting height to 1 1/2" for last cut of the season - to reduce chance of snow mold and winter burn. Apply spot applications of broadleaf herbicides as required.</li> <li>• December: Complete any leaf removal to prevent damage to turf.</li> </ul> |

## FIGURE 19

**FIGURE 20**  
**FLAGSHIP ARCHITECTURAL**  
**STANDARDS**

- Buildings shall be required to employ a comparable use of materials on all elevations
- Accessory or ancillary buildings, whether attached or detached, shall be of similar design, materials and construction as the nearest primary structure, if they are visible from a public street right-of-way. Fenestration themes that employ windows, panels and piers that are consistent with the architectural vocabulary of the building are encouraged.
- All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
- Buildings and structure shall be designed to be harmonious in character to other buildings and structures within the same Flagship project or Primary Project, as applicable. Façade colors shall be coordinated to complement each other.
- 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 taking into account the unique nature of the use(s) that will be found therein.
- 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.







**ORDINANCE O-47-2021**

**AN ORDINANCE TO ACCEPT A RIGHT OF WAY DEDICATION OF  
0.138 ACRES AT 5170 HARLEM ROAD AS REQUESTED BY BRUCE  
HENNESSY AND SHIVKAMINI SOMASUNDARAM**

**WHEREAS**, the land parcel currently extends to the centerline of Harlem Road and has historically been served by a highway easement. The property owner requests to dedicate the highway easement area to the city as public right-of-way; and

**WHEREAS**, the city will be the recipient (grantee) of the right of way dedication of 0.138 acres; and

**WHEREAS**, the city engineer has reviewed the right of way dedication and has commented this dedication is appropriate; and

**WHEREAS**, the city will benefit from this dedication of right of way.

**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 accept a right of way dedication of 0.138 as depicted on 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 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 \_\_\_\_\_, 2022.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding

\_\_\_\_\_  
Jennifer H. Mason

Mayor

Clerk of Council

**Approved as to form:**

---

Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 11/22/2021

Introduced: 12/07/2021

Revised:

Adopted:

Effective:

## Exhibit A - O-47-2021

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

### **LIMITED WARRANTY DEED**

**(O.R.C. 5302.07 – 5302.08)**

KNOW ALL PERSONS BY THESE PRESENTS that **Bruce Liam Hennessy and Shivkamini Somasundaram** (the "Grantors") for good and valuable consideration paid, grant, with limited warranty covenants, to the **City of New Albany**, an Ohio municipal corporation (the "Grantee"), whose tax mailing address is 99 West main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

**PROPERTY:** THAT CERTAIN 0.138 +/- ACRE TRACT SITUATED IN THE CITY OF NEW ALBANY, COUNTY OF FRANKLIN AND STATE OF OHIO, AND BEING MORE PARTICULARLY DESCRIBED ON **EXHIBIT A** (THE "PROPERTY") AND DEPICTED ON **EXHIBIT B** BOTH ATTACHED HERETO AND MADE A PART HEREOF.

**TAX PARCEL NUMBER:** PORTION OF 222-000462-00 (0.138 +/- ACRE).

**INSTRUMENT REFERENCES:** 201611040153376; RECORDER'S OFFICE; FRANKLIN COUNTY, OHIO.

The grant of the Property is subject to easements, conditions, covenants, restrictions and reservations of record, zoning ordinances and legal highways, and real estate taxes and assessments not yet due and payable.

**THE REAL PROPERTY DESCRIBED IN EXHIBITS "A" and "B" IS INTENDED BY GRANTEE TO BE HELD FOR PUBLIC RIGHT OF WAY.**

IN WITNESS WHEREOF, Grantors voluntarily caused this instrument's execution on this 22 day of November, 2021.

#### **GRANTORS**

**Bruce Liam Hennessy**

Signature: 

**Shivkamini Somasundaram**

Signature: 

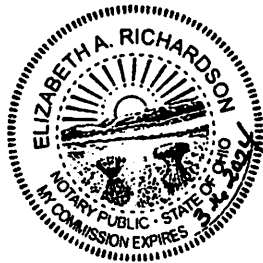
(ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)

STATE OF OHIO )

COUNTY OF FRANKLIN ) SS:

**BE IT REMEMBERED** that on this 22 day of November 2021 before me, the subscriber, a Notary Public in and for said County, personally came the above named GlumacBruce Liam Hennessy and Shivkamini Somasundaram, Grantors in the foregoing Limited Warranty Deed, and acknowledged the signing of the same to their voluntary act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.



*Elizabeth A. Richardson*  
Notary Public

My commission expires: 3.16.2024

*This Instrument Prepared By:*  
Mitchell H. Bonchefskey  
City of New Albany Law Director  
99 West Main Street, P.O. Box 188  
New Albany, Ohio 43054

**PRELIMINARY APPROVAL**

Cornell R. Robertson, P.E., P.S.

BY: gantonini  
11/03/2021

PENDING ORIGINALS

\*Submitted via digital format

Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.



**LEGAL DESCRIPTION**  
**0.138 ACRES**  
**ACQUISITION OF RIGHT-OF-WAY**  
**November 2, 2021**

Situated in the State of Ohio, County of Franklin, City of New Albany, being a part of Section 3, Township 2, Range 16, United States Military Lands, and being a division out of the property conveyed to Bruce Liam Hennessy and Shivkamini Somasundaram by Instrument Number 201611040153376, all records of the Franklin County Recorder's Office, and being more particularly described as follows:

**Beginning for Reference** at a 3/4" Pipe Found at the southwest corner of Lot 11 and westerly corner of Lot 12, both as shown on the plat of THE NEW ALBANY COUNTRY CLUB SECTION 6B as recorded in Plat Book 85, Page 13, being in the northerly line of Lot 10, as shown on the plat of THE NEW ALBANY COUNTRY CLUB SECTION 1 as recorded in Plat Book 73, Page 65, said point also being the southeast corner of said Hennessy/Somasundaram property;

Thence along the southerly line of said Hennessy/Somasundaram property, the northerly line of said Lot 10, and the northerly line of the property conveyed to Bala Chitrabanu by Inst. No. 201907120085264, **North 86 degrees 01 minutes 42 seconds West, 435.57 feet** to an Iron Pin Set at the **True Point of Beginning** for the parcel herein described;

Thence continuing along the southerly line of said Hennessy/Somasundaram property, and the northerly line of said Chitrabanu property, **North 86 degrees 01 minutes 42 seconds West, 30.59 feet** to a Mag Nail Set in the centerline of Harlem Road (40' wide), said point being the southwest corner of said Hennessy/Somasundaram property, the northwest corner of said Chitrabanu property, and the southeast corner of the property conveyed to 5171 Harlem Road LLC by Inst. No. 201706280088020, passing a 5/8" Rebar Found at 8.17 feet, and the existing easterly right-of-way line of Harlem Road at 10.30 feet;

Thence along the centerline line of said Harlem Road, the westerly line of said Hennessy/Somasundaram property, and the easterly line of said 5171 Harlem Road LLC property, and the easterly line of the property conveyed to Angela and Dean A. Haldeman by Inst. No. 201906040065517, **North 07 degrees 19 minutes 42 seconds West, 200.73 feet** to Mag Nail Set at the northwest corner of said Hennessy/Somasundaram property, and the southwest corner of the property conveyed to Thomas J. and Diane Ellis by Inst. No. 201606090072311;

Thence along the northerly line of said Hennessy/Somasundaram property, and the southerly line of said Ellis property, **South 86 degrees 01 minutes 42 seconds East, 30.59 feet** to an Iron Pin Set, passing the existing easterly right-of-way line of Harlem Road at 20.59 feet;

Thence crossing said Hennessy/Somasundaram property, **South 07 degrees 19 minutes 42 seconds East, 200.73 feet** to the **True Point of Beginning**, containing 0.138 acres, more or less, of which 0.092 acres lie within the existing road right-of-way. Subject to all, legal, easements, right-of-ways, conditions, and restrictions.

Being out of Franklin County Auditor's Parcel No. 222-000462.

All Iron Pins Set are 5/8" x 30" rebar with yellow cap labeled Smart Services. BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011), AS ESTABLISHED BY GPS OBSERVATION, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. A BEARING OF NORTH 86 DEGREES 01 MINUTES 42 SECONDS WAS HELD FOR THE SOUTH LINE OF THE SUBJECT PROPERTY.

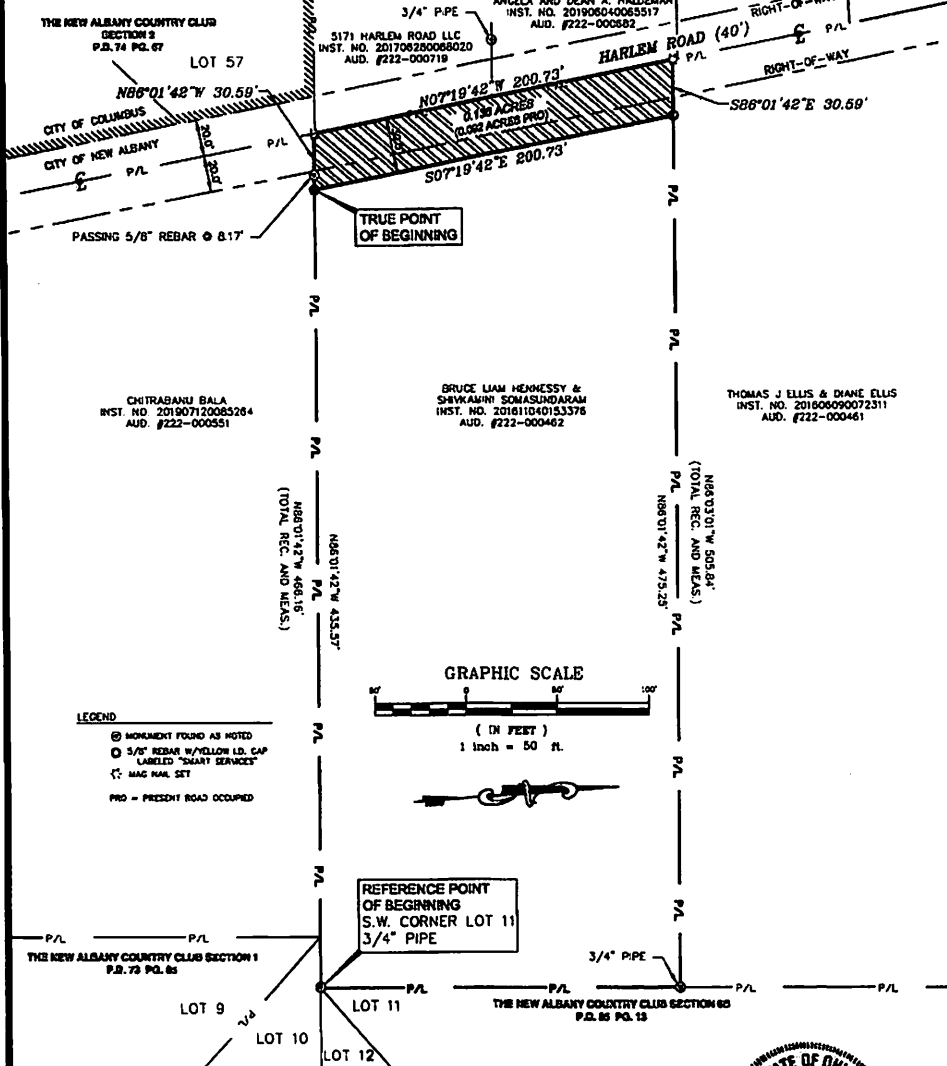
This description was prepared by Brian D. Smart, Registered Surveyor No. 7611, of Smart Services, Inc. on November 2, 2021 and is based upon actual field measurements performed by Smart Services, Inc. in August 2021.

Brian D. Smart, P.S.  
Registered Surveyor No. 7611



# AQUISITION OF RIGHT-OF-WAY

PART OF SECTION 3, TOWNSHIP 2, RANGE 16, UNITED STATES MILITARY LANDS  
CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO



## LEGEND

- ⊙ MONUMENT FOUND AS NOTED
- 5/8\"/>

## GRAPHIC SCALE



REFERENCE POINT  
OF BEGINNING  
S.W. CORNER LOT 11  
3/4\"/>

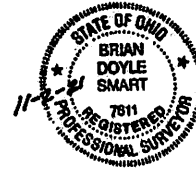
**BASIS OF BEARING:** BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011), AS ESTABLISHED BY GPS OBSERVATION, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. A BEARING OF NORTH 88 DEGREES 01 MINUTES 42 SECONDS WAS HELD FOR THE SOUTH LINE OF THE SUBJECT PROPERTY.

**PERTINENT DOCUMENTS:** 1. DEEDS TO SUBJECT PROPERTY AND ADJACENT PROPERTIES AS SHOWN 2. SUBDIVISION PLATS AS SHOWN 3. SURVEYS, BY OTHERS, FOUND AT COUNTY ENGINEER'S OFFICE

THIS PLAT WAS PREPARED BY SMART SERVICES, INC. AND IS A TRUE AND ACCURATE REPRESENTATION, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, OF A SURVEY MADE BY SAME IN JUNE 2021.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY; ALL OWNERSHIP SHOWN IS BASED UPON RECORD DATA ACQUIRED AT THE TIME OF SURVEY, NO GUARANTEE IS PLACED UPON ACTUAL OWNERSHIP OF ANY PROPERTY.

EASEMENTS MAY EXIST ON SUBJECT PROPERTY THAT WOULD BE REVEALED IN A TITLE EXAMINATION.



## PRELIMINARY APPROVAL

Cornell R. Robertson, P.E.P.S.

BY: garconini  
11/03/2021

PENDING ORIGINALS

Please return this approval, along with the original description and plat of survey, to the county engineer, upon receipt of the survey, and to the county engineer, upon receipt of the survey, and to the county engineer, upon receipt of the survey.

DRAWN BY: M. CAMPBELL	DATE: NOV. 2, 2021
CHECKED BY: B. SMART	DRAWING NO.: 734601.DWG
JOB NO.: 734601	SHEET 1 OF 1



DESIGNED BY  
**SMART**  
SERVICES  
10000 CHURCH STREET, NEWBURY, OHIO 43053  
PHONE (614) 363-0300 FAX (614) 363-0300



**ORDINANCE O-48-2021**

**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, 2021 AND TRANSFER FUNDS FROM THE GENERAL FUND**

**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; and

**WHEREAS**, council desires to transfer a portion of the General Fund available cash balance that exceeds the amount of the city's reserve goal to the newly established Hinson Amphitheater special revenue fund to supplement operations until other funding sources are received.

**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, 2021:

Fund	Department	Category	Increase/ (Decrease)
101 - General	N/A	Transfers & Other Financing Uses	\$ 30,000
221 - Economic Development - NAECA	N/A	Transfers & Other Financing Uses	(134,068)
282 - Hinson Amphitheater	General Administration	Operating & Contractual Services	30,000
301 - Debt Service Fund	N/A	Debt Service	(134,068)
401 - Capital Improvement	N/A	Capital	(2,400,000)
404 - Park Improvement	N/A	Capital	(1,000,000)
405 - Water and Sanitary Sewer Improvement	N/A	Capital	(2,250,000)
904 - Subdivision Development	Community Development	Operating & Contractual Services	700,000
907 - Builder's Escrow	Community Development	Operating & Contractual Services	800,000
		<b>Total Appropriation Amendments</b>	<b>\$ (4,358,136)</b>

**Section 2.** Council hereby authorizes the finance director to make transfers as needed between appropriation line items of funds in order 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 3.** Council hereby authorizes the finance director to increase appropriations as needed up to \$100,000 in order to accommodate unforeseen expenditures and ensure amounts are within appropriations.

**Section 4.** Council hereby authorizes the finance director to adjust appropriations within the following funds in accordance with actual receipts received in 2021 to ensure compliance with ORC 5705.36(A)(4) for the fiscal year ended December 31, 2021:

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 5.** 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, 2021 so long as compliance with ORC 5705.40 and ORC 5705.41 is maintained.

**Section 6.** Council hereby authorizes the transfer of funds from the General Fund to the Hinson Amphitheater Fund in the amount of \$30,000.

**Section 7.** 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 of the Ohio Revised Code.

**Section 8.** 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 \_\_\_\_\_, 2021.

**Attest:**



Sloan T. Spalding  
Mayor

Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

---

Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 11/28/2021  
Introduced: 12/07/2021  
Revised: 12/03/2021  
Adopted:  
Effective:



## ORDINANCE O-49-2021

### AN ORDINANCE TO PERMIT COUNCIL MEMBERS TO ATTEND COUNCIL MEETINGS VIRTUALLY UNDER LIMITED CIRCUMSTANCES

**WHEREAS**, during the past year, council and its various boards and commissions conducted electronic virtual public meetings pursuant to temporary legislation passed by the General Assembly that has now expired; and

**WHEREAS**, the experience gained over the past year has shown that virtual participation during public meetings, utilizing modern telecommunications technology, can serve as a viable alternative to attending in-person; and

**WHEREAS**, Sections 2.02 and 2.03 of the New Albany Revised Charter, entitled *Exercise of Powers* and *Construction of Powers*, respectively provide council with the authority to enable its members to attend meetings virtually; and

**WHEREAS**, authorizing council members to attend meetings virtually under limited circumstances will enable council members to participate when sickness, health concerns, family responsibilities, travel, or work obligations might prevent them from being able to attend in-person.

**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 members shall be permitted to virtually attend council meetings under the limited circumstances set forth herein.

- A. No such virtual attendance by a council member shall be permitted unless at least four (4) council members are attending the council meeting in-person; and
- B. No council member shall be permitted to virtually attend more than two (2) meetings a year, unless otherwise approved by council upon a showing of good cause.

**Section 2.** Any ordinance, resolution, motion, rule, decision, or formal action of any kind shall have the same effect as if it had occurred during a council meeting in which all participating council members attended in-person.

**Section 3.** For the purposes of Article V, Section 5.03(A)(5) of the New Albany Revised Charter, a council member attending virtually shall be considered excused, provided such virtual attendance is otherwise in compliance with the terms and provisions of this ordinance.

**Section 4.** The authority granted in this ordinance applies notwithstanding any conflicting provision of the Revised Code. Nothing in this ordinance shall be construed to negate any provision of Section 121.22, or, Chapter 119 of the Revised Code, or other section of the Revised Code that is not in conflict with this ordinance.

**Section 5.** The Council Rules of Procedure shall be amended in accordance with this ordinance.

**Section 6.** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

**Section 7.** Pursuant to Article VI, Section 6.07 of the Charter of the City of New Albany, this ordinance shall be effective on and after the earliest period allowable by law.

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 11/29/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:



## RESOLUTION R-62-2021

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH ARCHITECTURE!OHIO, INC. TO PROVIDE COMMERCIAL PLAN EXAMINATION, BUILDING INSPECTION, AND CHIEF BUILDING OFFICIAL SERVICES TO THE CITY**

**WHEREAS**, the city is required by the State of Ohio to provide Chief Building Official services; and

**WHEREAS**, the city does not have appropriate personnel on staff to provide commercial plan examination services; and

**WHEREAS**, the city desires to contract for electrical inspection services, backup building inspection services and chief building official services; and

**WHEREAS**, Architecture!Ohio, Inc. is qualified to provide plan review and inspection services; and

**WHEREAS**, the city will require the services of Architecture!Ohio, Inc. to provide professional review and/or inspection services to maintain uninterrupted service to our customers.

**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 services contract for professional services (Exhibits A, B, & C) with Architecture!Ohio, Inc. billed on an hourly basis, per our adopted fee schedule for the period January 1, 2022 through December 31, 2022.

**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 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 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 \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 12/03/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

**Exhibit A – R-62-2021**

**CONTRACT FOR PROFESSIONAL SERVICES**

*Commercial Plan Examination Contract*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of New Albany (“the City”) and Architecture! Ohio, Inc. (“the Consultant”).

**I. SCOPE OF SERVICES**

- A. The Consultant shall provide commercial and residential plan review services to the City. The consultant agrees to employ and maintain in its employment for the term of this Contract, qualified personnel currently certified by the State of Ohio as a Plans Examiner.
- B. The Consultant shall review drawings submitted to the Community Development Department for conformance with the Ohio Building Code as adopted by the State of Ohio and the City. Upon completion of the review, the Consultant shall provide the City with a review letter in conformance with OBC 107.4 and 107.5 of the building code as applicable to the submitted drawings, which shall set forth the areas found not to be clearly defined in the submitted drawings or not to be in compliance with the applicable code provisions.
- C. The Consultant will provide preliminary plan review services “commercial walk-throughs” to the City when requested by an applicant and approved by the City.
- D. The Consultant will act as the City’s representative at hearings before the State Board of Building Appeals and/or the Board of Building Standards in conjunction with any plan review performed by the Consultant, when requested to do so and authorized by the City.
- E. The Consultant agrees to review and return the drawings to the City in accordance to the following schedule:

Type of Project	Initial Plan Check	Subsequent Plan Checks
Single Use New Buildings/Existing Buildings/ Shell Buildings/Tenant Improvements	8 - 10 calendar days	5 calendar days
New Buildings with Variable Uses/Multi- Story/ Specialty Occupancy	14 calendar days	5 calendar days

- F. The Consultant will provide back-up electrical inspection services with qualified professionals as requested by the City.

**II. TIME OF PERFORMANCE**

This Contract shall begin on January 1, 2022 and continue through December 31, 2022, and may be renewed for subsequent calendar years, subject to the approval of the City of New

Albany and subject to the availability of appropriate funds as authorized by the City's annual operating budget.

### III. CITY RESPONSIBILITIES

The City shall be responsible for providing the following under this Contract.

- A. Assist the Consultant by placing at its disposal all available information necessary for the Consultant to faithfully perform their obligation under this contract.
- B. Provide prompt written notice to the Consultant whenever the City observes or is made aware of the Consultant's default or non-conformance with this Agreement and afford the Consultant reasonable opportunity to correct such defect or non-conformance.
- C. Provide conference and meeting facilities for the Consultant to meet with applicants in regard to the work performed by the Consultant pursuant to this Contract.
- D. Use its best efforts to secure release of other data held by others necessary for the Consultant to perform his obligations under this Contract.
- E. Provide courier/delivery services for pick-up and drop-off of plans for review and approval.

### IV. CONSULTANT REPSONSIBILITES

The Consultant shall be responsible for providing the following under this Contract.

- A. Maintain certified personnel in its employment as required by the State of Ohio. Said employees shall maintain their certification in good standing and the Consultant shall promptly notify the City, in writing, if the certified personnel become decertified, leave the Consultant's employment, or are in any way suspended or prevented from legally performing the duties under this Contract.
- B. Consultant shall, after termination or resignation of services under this Contract, return to the City all files and documents made available to the Consultant in the performance of services under this Contract, including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. The Consultant shall be permitted to keep and maintain copies of all addenda and/or correction letters or correspondence issued in conjunction with the services provided under this Contract.
- C. The Consultant shall observe strict confidentiality in relations with all other parties regarding all of the City's proprietary information and regarding any other information obtained in connection with representation of the City. The Consultant shall not release, distribute, publish, or otherwise make available to third parties any confidential information without express written consent of the City.

- D. The consultant shall notify the City, in writing, when a conflict of interest has or may arise which would preclude the Consultant from performing the services required under this Contract. In all other aspects of the services provided, the Consultant shall act without malicious intent, discrimination, harassment, reckless disregard, or negligence in performing its duties and in relations with the public on the City's behalf.

V. COMPENSATION

The Consultant shall be compensated by payment for services based upon the hourly costs and reimbursable expenses as noted in the fee schedule below.

Commercial plan review	\$95.00 per hour
Preliminary review	\$95.00 per hour
Reimbursable expenses	At cost

Mileage shall be reimbursed at the Internal Revenue Service's standard rate that is in place at the time of Consultant's travel. The Consultant shall provide a written statement indicating the total time spent for each review upon return of the plans and Consultant's written plan review letter.

VI. METHOD OF DELIVERY/TRANSFER OF DOCUMENTS

The City shall arrange for the pick-up and drop-off of all plans.

VII. METHOD OF SCHEDULE OF PAYMENT

The Consultant shall submit invoices monthly to the City for services rendered through the previous month and invoices shall be submitted timely and not be slacking for more than sixty (60) days. The City agrees to pay within thirty (30) days of the receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number and/or project name and the time spent on each. Reimbursable expenses, if any, will be identified on each invoice.

VIII. TERMINATION

The City may terminate this Contract at any time by written notice to the Consultant and payment for work actually performed pursuant to this Agreement through the cancellation date.

The Consultant may terminate this Agreement at any time with a written sixty (60) day notice to the City. Should the City fail to enter into an agreement with a qualified firm/individual to perform similar services, the Consultant agrees to extend its contractual obligations under this Contract for one (1) additional thirty (30) day period.

IX. CHANGES IN SCOPE OF SERVICES

The City may, from time to time, require changes in the scope of services to be performed by the Consultant hereunder. Such changes, which are mutually agreed upon by the City and the



Consultant, shall be incorporated by written amendment to this Agreement. No payment shall be made by the City to the Consultant for any services for which an amendment has not been executed and incorporated into this Contract.

#### **X. MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the laws of the State of Ohio.

The Consultant shall not assign their responsibilities under this Agreement to third parties without the written consent of the City.

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or verbal.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

In any event any one or more of the provisions contained in this Agreement shall, for any reason, be determined to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

#### **XI. ERRORS AND OMISSIONS**

The Consultant shall maintain errors and omissions insurance in the amount of one million dollars (\$1,000,000) to protect itself from any claim arising out of the performance of professional services and caused by errors, omissions, or negligent acts for which the Consultant may be legally liable.

In addition to errors and omissions, the Consultant shall maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall maintain public liability and automobile insurance in an amount not less than one million dollars (\$1,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than one million dollars (\$1,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage with a combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence; property damage coverage in an amount not less than \$500,000 from damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the life of the Contract. Certificates showing that the consultant is carrying the above described insurance in at least the

above specified minimum amounts shall be furnished to the City before the City is obligated to make any payments to the consultant for the work performed under the provisions of this Agreement.

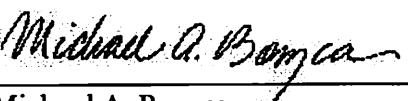
## **XII. INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its respective officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may arise out of an error, omission, or negligent or willful act of the Consultant, and the Consultant shall, at his own expense defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Consultant under Worker's Compensation Acts, Disability Benefit Acts, or other Employment Benefit Acts.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

BY SIGNING THIS AGREEMENT, CONSULTANT ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED IT AS AN INDEPENDENT CONTRACTOR AND THAT IT HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON ITS BEHALF FOR THESE SERVICES.

**Architecture! Ohio, Inc.**

  
\_\_\_\_\_  
Michael A. Boryca  
President

**CITY OF NEW ALBANY**

**Approved as to form**

\_\_\_\_\_  
Joseph Stefanov  
City Manager

\_\_\_\_\_  
Mitchell Banchefsky  
City Law Director

Attached: Certification of funds by the Director of Finance.

Mail all invoices to: City of New Albany

Attn: Accounts Payable  
P.O. Box 188  
New Albany, Ohio 43054 or [AP@newalbanyohio.org](mailto:AP@newalbanyohio.org)

**Exhibit B – R-62-2021**

**CONTRACT FOR PROFESSIONAL SERVICES**

*Chief Building Official Contract*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of New Albany ("the City") and Architecture! Ohio, Inc. ("the Consultant").

**I. SCOPE OF SERVICES**

- A. The Consultant shall maintain in its employ a Chief Building Official, certified by the State of Ohio Board of Building Standards. Mr. Boryca is a certified Residential Building Official as well as a certified commercial Building Official. Ohio BBS Certification #140.
- B. The Consultant agrees to be available to perform the duties of Chief Building Official, as required by the City and to maintain current Building and Life Safety Code(s) and their referenced Standards, necessary to perform said services for the City of New Albany, Community Development Department.
- C. The Consultant further agrees to be available to represent the Community Development Department of the City of New Albany, as the Chief Building Official, as required in connection with any hearings and/or adjudication appeals, and generally to be available for technical services, discussions and meetings, as may be required by the Development Department.
- D. Building Official duties will be provided to the Community Development Department as needed to uphold the duties and responsibilities of the Building Official, as required and outlined in the Ohio Building Code. architecture! will provide the Building Official services for both residential and commercial buildings, in accordance with the requirements of Section 104.2.1 of the 2017 Ohio Building Code. Mr. Boryca shall be responsible for the enforcement of the rules of the board and of Chapters 3781 and 3791 of the Revised Code for the City of New Albany. As the Building Official, Mr. Boryca shall conduct himself in a professional, courteous, impartial, responsive and cooperative manner. Mr. Boryca's duties as Building Official would be conducted in accordance with the City processes and administration procedures, which are in-place as previously established.

**II. BASIS OF COMPENSATION**

- A. Building Official services are proposed in the following sums for the performance of the Building Official duties and will be billed at a minimum compensation of one-hour for the duties required. Multiple hours or additional time, will be billed subsequently or additionally for only the time spent on each successive building official service or duty performed, in quarter-hour increments, plus any mileage and/or drive time, door-to-door for meetings, etc.

Chief Building Official:

Residential & Commercial Capacities: \$105 / Per Hour

Office Administrative Costs:

Clerical (In-House): \$55 / Per Hour

Mileage Reimbursement: 56 cents per mile

(Rates permitted by the IRS, as adjusted annually)

- B. The Consultant shall submit monthly statements of their time expended, to the City of New Albany Community Development Department.
- C. The City of New Albany shall pay the Consultant within fifteen (15) days of the receipt of the statement.
- D. The hourly compensation may be changed by the mutual agreement of the Consultant and the City of New Albany, endorsed in writing on this agreement.

#### E. REIMBURSABLE EXPENSES

Reimbursable Expenses shall be as follows:

Direct Expenses (Invoiced At Cost plus 10%)

Postage and Delivery Expenses: Actual Cost (If Required)

Reproduction Services: Actual Cost (If Required)

### III. LENGTH OF CONTRACT

- A. This Contract shall be in effect for the term of one (1) year and may be renewed on a one-year basis by mutual agreement of the parties to the contract.

### IV. TERMINATION OF THE CONTRACT

- A. This Contract may be terminated by either party upon thirty (30) days written notice.
- B. Should the Consultant be terminated, they shall be paid all compensation due, up to the date of termination.

### V. ERRORS AND OMISSIONS

The Consultant shall maintain errors and omissions insurance in the amount of one million dollars (\$1,000,000) to protect itself from any claim arising out of the performance of professional services and caused by errors, omissions, or negligent acts for which the Consultant may be legally liable.

In addition to errors and omissions, the Consultant shall maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall maintain public liability and automobile insurance in an amount not less than one million dollars (\$1,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than one million dollars (\$1,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage with a combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per

occurrence; property damage coverage in an amount not less than \$500,000 from damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the life of the Contract. Certificates showing that the consultant is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the City before the City is obligated to make any payments to the consultant for the work performed under the provisions of this Agreement.

## **VI. INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City and its respective officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may arise out of an error, omission, or negligent or willful act of the Consultant, and the Consultant shall, at his own expense defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Consultant under Worker's Compensation Acts, Disability Benefit Acts, or other Employment Benefit Acts.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

BY SIGNING THIS AGREEMENT, CONSULTANT ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED IT AS AN INDEPENDENT CONTRACTOR AND THAT IT HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON ITS BEHALF FOR THESE SERVICES.

**Architecture! Ohio, Inc.**

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Michael A. Boryca  
President

**CITY OF NEW ALBANY**

**Approved as to form**

---

Joseph Stefanov  
City Manager

---

Mitchell Banchevsky  
City Law Director

Mail all invoices to: City of New Albany

Attn: Accounts Payable  
P.O. Box 188  
New Albany, Ohio 43054 or [AP@newalbanyohio.org](mailto:AP@newalbanyohio.org)

## **Exhibit C – R-62-2021**

### **CONTRACT FOR PROFESSIONAL SERVICES**

#### *Inspection Services Contract*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of New Albany ("the City") and Architecture! Ohio, Inc. ("the Consultant").

#### **I. SCOPE OF SERVICES**

- A. **Building Inspection:** As required and requested by the Community Development Department, **architecture!** will provide building inspection services for both residential and commercial buildings, with respect to general building Structural, Mechanical, Fire Suppression Systems and Life Safety Inspections in accordance with the requirements of Section 1 04.2.1.3 of the Ohio Building Code to determine building, mechanical and fire protection systems compliance with approved construction documents in accordance with Section 1 08. Standard Forms provided by the City would be utilized and appropriately completed for each type of inspection required from footing/foundation inspections through to life safety and final occupancy. Inspections would be conducted in accordance with the City processes and in the order scheduled, by the time requested by the Owner/Contractor requiring said inspection services. Building inspections will be billed at a minimum compensation of one-hour for the first, single inspection required. Multiple or additional inspections (in excess of one per day), will be billed subsequently for only the time spent on each successive inspection, plus mileage and drive time, door-to-door.
- B. **Electrical Inspection:** To be provided on a Daily Basis to the Community Development Department, **architecture!** will provide Electrical inspection services for both residential and commercial buildings, in accordance with the requirements of Section 1 04.2.3.3 of the Ohio Building Code to determine electrical systems compliance with approved construction documents in accordance with Section 1 08. Standard Forms provided by the City would be utilized and appropriately completed for each type of inspection required from new building services, electrical rough-in and final inspections through to life safety and final occupancy. Inspections would be conducted in accordance with the City processes and in the order scheduled, by the time requested by the Owner/Contractor requiring said inspection services. Building inspections will be billed at a minimum compensation of one-hour for the first, single inspection required. Multiple or additional inspections (in excess of one per day), will be billed subsequently for only the time spent on each successive inspection, plus mileage and drive time, door-to-door.

#### **II. BASIS OF COMPENSATION**

- A. Building & Electrical Inspection Services are proposed in the following sums for the performance of the listed duties, with a one hour minimum charge for single inspections (only one in a single day) and will be billed with drive time door-to-door, plus mileage.



Residential 1, 2, 3 Family Dwelling Permits:	
Building Inspection Services:	\$75 / Per Hour
Electrical Inspection Services:	\$75 / Per Hour
Reporting, Correspondence & Meeting Time:	\$75 / Per Hour
Commercial Building Permits:	
Building Inspection Services:	\$75 / Per Hour
Electrical Inspection Services:	\$75 / Per Hour
Reporting, Correspondence & Meeting Time:	\$75 / Per Hour
Special Building & Electrical Inspection Services:	
Residential & Commercial Inspections	
Other than Regular Business Hours,	
Weekends or Holiday Inspection Services:	\$150 /Per Hour
Reporting, Correspondence & Meeting Time:	
	\$125 / Per Hour
Mileage Reimbursement:	
(Rates permitted by the IRS, as adjusted annually)	56 cents / Per Mile

### III. ERRORS AND OMISSIONS

The Consultant shall maintain errors and omissions insurance in the amount of one million dollars (\$1,000,000) to protect itself from any claim arising out of the performance of professional services and caused by errors, omissions, or negligent acts for which the Consultant may be legally liable.

In addition to errors and omissions, the Consultant shall maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall maintain public liability and automobile insurance in an amount not less than one million dollars (\$1,000,000) for injuries, including those resulting in death, to any one person, and in an amount not less than one million dollars (\$1,000,000) on account of any one accident or occurrence; non-owned and hired auto coverage with a combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence; property damage coverage in an amount not less than \$500,000 from damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the life of the Contract. Certificates showing that the consultant is carrying the above described insurance in at least the above specified minimum amounts shall be furnished to the City before the City is obligated to make any payments to the consultant for the work performed under the provisions of this Agreement.

#### IV. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its respective officers, agents, and employees against all suits or claims that may be based on any injury to persons or property that may arise out of an error, omission, or negligent or willful act of the Consultant, and the Consultant shall, at his own expense defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Consultant under Worker's Compensation Acts, Disability Benefit Acts, or other Employment Benefit Acts.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

BY SIGNING THIS AGREEMENT, CONSULTANT ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED IT AS AN INDEPENDENT CONTRACTOR AND THAT IT HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON ITS BEHALF FOR THESE SERVICES.

**Architecture! Ohio, Inc.**

---

Michael A. Boryca  
President

**CITY OF NEW ALBANY**

**Approved as to form**

---

Joseph Stefanov  
City Manager

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Mitchell Banchefsky  
City Law Director

Mail all invoices to:

City of New Albany  
Attn: Accounts Payable  
P.O. Box 188  
New Albany, Ohio 43054 or [AP@newalbanyohio.org](mailto:AP@newalbanyohio.org)



**RESOLUTION R-63-2021**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH THE ENGINEERING FIRM OF E. P. FERRIS & ASSOCIATES TO PROVIDE ENGINEERING SERVICES TO THE CITY**

**WHEREAS**, the city wishes to provide for engineering services; and

**WHEREAS**, the city has a need for additional support in order to provide a full range of engineering services; and

**WHEREAS**, E.P. Ferris & Associates agrees to continue to provide such services.

**NOW, THEREFORE, BE IT RESOLVED** by 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 an agreement for services with E. P. Ferris & Associates to provide engineering services on behalf of the City of New Albany, for the period of January 1, 2022 through December 31, 2022 (Exhibit A).

**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 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 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 \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

Approved as to form:

---

Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 12/03/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

PROPOSED

**AGREEMENT BETWEEN  
CITY OF NEW ALBANY, OHIO  
AND  
E. P. FERRIS & ASSOCIATES, INC.  
FOR  
ENGINEERING AND SURVEYING SERVICES**

**SECTION I – GENERAL**

This Agreement is made on this 1st day of January 2022 by and between the City of New Albany, Ohio, an Ohio municipal corporation, hereinafter designated as the "City," and E. P. Ferris & Associates, Inc., hereinafter designated as the "Engineer," whose office is located at 880 King Ave., Columbus, Ohio 43212.

WITNESSETH: The City from time to time requires professional services of the Engineer in connection with various matters.

NOW, THEREFORE, in consideration of this promise and the mutual covenants hereinafter set forth, it is agreed as follows:

**SECTION II – SCOPE OF SERVICES**

**A. Development Engineering Services:** The Engineer agrees to provide professional engineering services as requested or required. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Development application, concept plan, subdivision plat reviews and evaluations for conformance with applicable ordinances, guidelines and policies. Report the results of this review to the City for consideration of approval/disapproval of said plats and plans. Such reviews shall be provided to the City within fourteen (14) calendar days unless otherwise agreed to in writing by the City.
2. Attend meetings with City staff and/or Council and other official boards, commissions, or organizations of the City when requested.
3. Attend meetings, make site visits, provide staff assistance, as requested for potential applications or projects.
4. Furnish engineering or technical advice, studies, preliminary plans, or reports on matters as directed by the City.
5. Prepare estimates of cost for improvements.
6. Prepare easement descriptions, special assessments and other such work incidental to plan preparation.

7. Provide resident project representation for construction when requested. Such resident project representatives may spend full or part time on the job (as preferred by the City) as distinguished from professional assistance during construction. The representative shall endeavor to provide further protection to the City against defects in the work but the furnishing of such services shall not make the Engineer responsible for construction means, methods, technique, sequences of procedures, or for safety precautions or programs or for a Contractor's failure to perform the work in accordance with the contract documents.

8. Provide services as listed in Exhibit "A".

**B. Development Engineering Projects:** The Engineer agrees to provide professional engineering services for special projects as requested. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Preparation of engineering plan documents, surveys, traffic studies, construction plans, specifications, and estimates of cost for improvements, special mapping, special projects, and other as agreed to by City and Engineer.

2. Services listed in "Exhibit B".

3. Engineering work performed under Section II B which exceeds \$15,000 shall require a work authorization identifying the project's Scope of Services mutually agreed to by the City and the Engineer in writing.

**C. Public Works Engineering Services:** The Engineer agrees to provide professional engineering services as requested or required. These services are facilitated by the Community Development Department and may include the following (but are not limited to):

1. Review and evaluation of plans for conformance with applicable ordinances, guidelines and policies. Report the results of this review to the City for consideration of approval/disapproval of said plans.

2. Attend meetings with City staff and/or Council and other official boards, commissions, or organizations of the City when requested.

3. Attend meetings, make site visits, provide staff assistance, as requested for potential applications or projects.

4. Furnish engineering or technical advice, studies, preliminary plans, or reports on matters as directed by the City.

5. Provide resident project representation for construction when requested. Such resident project representatives may spend full or part

time on the job (as preferred by the City) as distinguished from professional assistance during construction. The representative shall endeavor to provide further protection to the City against defects in the work but the furnishing of such services shall not make the Engineer responsible for construction means, methods, technique, sequences of procedures, or for safety precautions or programs or for a Contractor's failure to perform the work in accordance with the contract documents.

6. Prepare "revised-as-constructed" drawings of completed work from record drawings maintained by the Contractor.
7. Prepare easement descriptions, special assessments and other such work incidental to plan preparation.
8. Provide services as listed in Exhibit "A".

**D. Public Works Engineering Projects:** As authorized by the City, the Engineer agrees to provide professional engineering services for public projects as requested. These services may include the following (but are not limited to):

1. Preparation of engineering plan documents, surveys, traffic studies, construction plans, specifications, and estimates of cost for improvements, including capital improvement projects, special mapping, special projects, and others as agreed to by City and Engineer.
2. Services listed in "Exhibit B".
3. Engineering work performed under Section II B which exceeds \$15,000 shall require a work authorization identifying the project's Scope of Services mutually agreed to by the City and the Engineer in writing.

**E. Construction Management Services**

As authorized by the City, the Engineer or authorized representative agrees to provide professional construction management services and/or engineering inspection services for public improvement projects or other types of development projects as required. These services may include but are not limited to the following:

1. Provide all applicable services described in "Exhibit C".
2. Review monthly and final estimates of the work performed by the Contractor and process pay requests.
3. Provide general construction administration, resolution of construction problems related to design, and review and interpretation of the design during construction.



4. Review contractor pricing of change orders and provide recommendations to the City of the reasonableness of cost.
5. Conduct construction progress meetings and monitor cost and schedule for the work to be performed and work yet to be completed.
6. Review shop drawing submissions.

F. **Private Development Inspections:** As authorized by the City, the Engineer agrees to provide professional engineering inspection services for development projects as required. These services may include the following (but are not limited to):

1. Conduct pre-construction meetings.
2. Provide stand-by-inspection as construction progresses on a daily basis. Service includes preparation of a daily log of construction activities, including but not limited to material quantities places, site visits, weather, means and methods of construction and color photograph documentation of work progress.
3. Consultations with and recommendations to the City where compliance with approved construction plans and specifications is not maintained.
4. Conduct a final punch list inspection, prepare a written list of items to be completed or inspected and conduct follow-up inspections with the Contractor.
5. Prepare two-year maintenance bonds and five-year settlement bond estimates where required and conduct two-year maintenance bond inspections when authorized.
6. Services listed in "Exhibit C."

### **SECTION III – FEES & PAYMENT**

The City agrees to pay the Engineer as compensation for professional services as follows:

1. The Engineer will provide the services in this Agreement on an hourly billing rate indicated in the attached Engineer's fee schedule (Exhibit "D").
2. For Section II, Items A – Development Engineering Services, and C- Public Works Engineering Services, work shall be billed hourly and the sum of fees not to exceed \$265,000, plus private development inspections fees per Codified Ordinance 909.04.

3. For services listed in Exhibit "B" Special Projects, Scope of services shall be agreed to for projects exceeding \$15,000.
4. Reimbursable expenses shall be billed as part of the not to exceed fee (Section III.2) and include the actual cost of reproductions of reports and drawings, the actual out-of-pocket expenses made in the interest of the services of this Agreement. Reimbursable expenses may also include mileage for services provided under this Agreement. This reimbursement shall be at the IRS-approved rate in effect at the time. No surcharge or markup is to be applied to mileage reimbursement.,
5. When and if the City authorizes the Engineer to employ sub-consultants to perform services in accordance with the terms of this Agreement, that fee paid the Engineer by the City for such services by others shall be actual costs invoiced by others to Engineer times 1.10, except for reimbursable expenses which shall be paid per Section III.5.
6. Invoices for services rendered will be prepared, itemized, and submitted monthly and will be paid within 30 days of receipt.

#### **SECTION IV – ENGINEER TO ACT AS AGENT OF THE CITY**

- A. It is expressly understood and agreed that in the performance of their services under this Agreement, the Engineer shall act as agent of the City.
- B. The City and the Engineer have bound themselves, their members, successors, and assigns to the other part of this Agreement and to the members, successors, and assigns of the other part in respect to all covenants in this Agreement. Neither the City nor the Engineer shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

#### **SECTION V– INSURANCE**

The Engineer shall at all times maintain professional liability insurance in an amount satisfactory to the City and shall provide evidence of such coverage upon request of the City Manager. Upon request, the Engineer shall also provide a copy of a current certificate of compliance with Ohio Workers Compensation law.

#### **SECTION VI – TERMINATION**

Either party may terminate this contract at any time before the expiration thereof by written notice thirty (30) days prior to termination. It is further agreed that the City may cancel or terminate this Agreement effective immediately, by written notice to the Engineer, for cause. In the event such termination occurs prior to completion of the Scope of Service provided herein, the City agrees to pay the Engineer for work actually performed in accordance with the terms of this Agreement through the cancellation date.

## **SECTION VII – TERMS OF AGREEMENT**

This Agreement shall take effect and be in force from January 1, 2022 through December 31, 2022 unless otherwise modified by written agreement of the parties.

BY SIGNING THIS AGREEMENT, ENGINEER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED IT AS AN INDEPENDENT CONTRACTOR AND THAT IT HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON ITS BEHALF FOR THESE SERVICES.

By:

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Joseph Stefanov  
City Manager

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Edward P. Ferris, P.E., P.S.  
Chief Executive Officer  
E. P. Ferris & Associates, Inc.

Approved as to form:

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Mitchell Banchefsky  
City Law Director

### **CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

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\_\_\_\_ Director of Finance

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Date

**City of New Albany**  
Engineering Hourly Rates

12/1/2021

Labor Classification	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Principal	\$94.55	\$96.44	\$98.37	\$101.25	\$103.30	\$104.80	\$118.00	\$120.36	\$122.17	\$124.00	\$127.41
Associate/ Senior Engineer	\$94.55	\$96.44	\$98.37	\$101.25	\$103.30	\$104.80	\$118.00	\$120.36	\$122.17	\$124.00	\$127.41
Engineer II	\$82.20	\$83.84	\$85.52	\$88.00	\$89.80	\$91.20	\$98.00	\$99.96	\$101.46	\$102.98	\$105.81
Engineer I	\$69.65	\$71.04	\$72.46	\$74.50	\$76.00	\$77.20	\$77.20	\$78.74	\$79.93	\$81.13	\$83.36
Senior Technician	-	-	-	-	-	-	\$87.00	\$88.74	\$90.07	\$91.42	\$93.94
Technician	\$49.85	\$50.85	\$51.87	\$53.40	\$54.50	\$55.30	\$55.30	\$56.41	\$57.25	\$58.11	\$59.71
Drafter	\$43.25	\$44.12	\$45.00	\$46.00	\$46.90	\$47.60	\$47.60	\$48.55	\$49.28	\$50.02	\$51.39
Clerical	\$34.10	\$34.78	\$35.48	\$36.50	\$37.20	\$37.80	\$37.80	\$38.56	\$39.13	\$39.72	\$40.81
Surveyor	\$69.55	\$70.94	\$72.36	\$74.50	\$76.00	\$77.20	\$77.20	\$78.74	\$79.93	\$81.13	\$83.36
Survey Crew I (Robot + 1 Crew member)				\$100.00	\$102.00	\$103.50	\$103.50	\$105.57	\$107.15	\$108.76	\$111.75
Survey Crew II (Robot + 2 Crew members)				\$125.00	\$127.50	\$130.00	\$130.00	\$132.60	\$134.59	\$136.61	\$140.37
Inspector III	\$71.10	\$71.10	\$72.52	\$74.60	\$76.10	\$76.10	\$76.10	\$77.62	\$78.79	\$79.97	\$82.17
Inspector II	\$51.30	\$51.30	\$52.33	\$53.90	\$55.00	\$55.00	\$55.00	\$56.10	\$59.75	\$60.65	\$62.31
Inspector I	\$40.95	\$40.95	\$41.77	\$43.00	\$43.90	\$43.90	\$43.90	\$44.78	\$45.45	\$46.13	\$47.40
Attendance at Council Meeting	\$94.55	\$96.44	\$98.37	\$101.25	\$103.30	\$104.80	\$104.80	\$106.90	\$108.80	\$110.43	\$113.47

Proposed increase 2.75%

**Note:**

Mileage shall be reimbursed at a rate of \$0.55/mile  
Overtime rates shall be billed at 1.5 times the above stated rates. This only applies to Inspectors and technicians.  
Overtime is defined as hours worked over 40 hours per week.





## RESOLUTION R-64-2021

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH THE FIRM OF MKSK, LLC TO PROVIDE PLANNING AND DESIGN SERVICES TO THE CITY**

**WHEREAS**, the City of New Albany wishes to provide for planning, design and landscape architecture services for special projects; and

**WHEREAS**, in addition to its involvement in special projects, MKSK creates maps and graphics, attends meetings with the mayor, council, and other community officials, provides design input for major developments, and reviews development site and landscape plans.

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

**Section 1.** That the city manager is hereby authorized to execute an agreement for services with MKSK billed on an hourly basis, per our adopted fee schedule for the period January 1, 2022 through December 31, 2022 (Exhibit A).

**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 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 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 \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

Approved as to form:

---

Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 12/03/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

## PROPOSED SCOPE OF SERVICES

**MKSK**

December 01, 2021

Joe Stefanov  
City Manager  
99 West High Street  
New Albany, Ohio 43054

RE: 2022 service agreement between the City of New Albany and MKSK

Dear Joe,

Thank you again for the opportunity to work with you, your staff, and City Council. We deeply appreciate MKSK's ongoing relationship with the city as well as the priority the city puts on planning and high quality design. We are looking forward to continuing this relationship in 2022. This proposal for planning, landscape architecture, and urban design advisory services between MKSK and the city is as follows:

### ARTICLE I – ASSUMPTIONS

1. The Client will be the city of New Albany. The Consultant is to be MKSK: Chris Hermann, Principal-in-Charge, Karla Salmans, Planning & Landscape Architecture Project Manager, as well as planning and design staff.
2. Services shall be performed as requested by the Client in accordance with Article II (Scope of Services). The primary Client contacts are the City Manager and his designees: Jennifer Chrysler, Director of Community Development, Adrienne Joly, Director of Administrative Services, and Steve Mayer, Planning Manager.
3. The following Scope of Service is based upon MKSK's understanding of services to be completed. Any additional services that may be requested can be identified and additional fees can be authorized accordingly and will be based on MKSK's standard hourly rate (attached).

### ARTICLE II – SCOPE OF SERVICE

#### **1.0 Planning & Design Services:**

The Consultant will provide professional planning, design, development, landscape architecture, mapping, and graphic consultation services for the Client. These services to be performed as requested and directed by the Client may include (but are not limited to):

#### ***Planning & Landscape Reviews***

- Review of submitted development and landscape plans.
- Preparation of staff reports and/or ancillary documents for the use of the boards and commissions in reviewing applications.
- Development review and reports as requested for staff, Council, committees, or groups.
- Special assignments, particularly in the areas of planning, landscape architecture, and urban design advisory services.

## PROPOSED SCOPE OF SERVICES

**MKSK**

- Special assignments for area studies including, but not limited to, staff/advisory meetings and public involvement processes.

### *Meetings*

- Bi-monthly planning staff general review meeting.
- Meetings with the administration and/or designees.
- Meetings with applicants and the administration to review development applications.
- Attendance at project, Council, and/or Board and Commission meetings as requested.

### *Mapping & Graphics*

- Mapping services for the city
- Printing or production of maps and/or graphics
- Upkeep and maintenance of existing mapping database

## **2.0 Special Planning & Design Projects:**

On a specific project-by-project basis, the Consultant will provide professional planning, design, development, landscape architecture, and mapping and graphic consultation services to the city. These projects will be identified by the Client as the need arises and a scope agreed to by both Client and Consultant.

## ARTICLE III – FEE PROPOSAL

### **Professional Fees:**

1. MKSK will provide the above services for New Albany on an hourly billing rate indicated in the attached MKSK Terms and Conditions, as delineated below:
2. Project Categories:
  - Planning & Design Services - up to \$95,000
  - Special Planning & Design Projects - up to \$85,000MKSK will not exceed either individual category fee total or the entirety (\$180,000) unless otherwise authorized in writing by the Client.
3. A work authorization will be provided by MKSK and agreed to by the Client for each individual project under Planning & Design Services (i) if the anticipated cost of review exceeds \$15,000.
4. A scope will be provided by MKSK and agreed to by the Client for each individual project in Special Planning and Design Projects.
5. MKSK will invoice only for the time spent on the above services and assignments authorized by the Client.

### **Direct Expenses/Reimbursable Expenses:**

1. Direct expenses will be billed as part of the fee for professional and special services (\$180,000) and include actual out-of-pocket expenditures made in the interest of the above services. These might include:
  - Requested plotted and printed documents (excluding those for office/in-house use). Such printing services will be invoiced at the rates indicated on the MKSK Terms and Conditions (attached).
  - Reimbursable expenses such as out-of-office reprographic services (excluding those for office/in-house use), photographs, digital media, postage and handling of documents, courier services, etc



## PROPOSED SCOPE OF SERVICES

**MKSK**

These reimbursable expenses will be invoiced at 1.2 times the cost per terms and conditions.

2. Consultant shall be reimbursed for all miles driven at the IRS-approved rate in effect at the time. No surcharge or markup is to be applied to such reimbursement. MKSK agrees to provide the city with supporting details, to include: trip date, driver name, destination, purpose of trip, and mileage.

### **Additional Services:**

Additional services beyond this contract or the scopes of service agreed upon under Article II.1 or .2 (Planning & Design Services and Special Planning & Design Projects) may be considered for additional service. Fees and scopes of service will be determined and approved by the Client at the time of request. Additional services, if requested, will be agreed upon under a separate agreement.

### **Invoices:**

Invoices from MKSK to the Client shall include detailed descriptions of work performed during the invoiced time period. This description shall include professional classification, billing rate, hours worked, percentage complete (of total Planning Design Services or of each Special Project), and list of tasks related to the work effort.

### **Payment:**

Payment due the Consultant and unpaid thirty (30) days from the date the invoice is received by the Client shall bear interest from the date payment is due at the rate of one percent (1%) per month (annual percentage rate of 12.0%) and shall be due the Consultant. The Consultant may discontinue work on the Services if the account is unpaid 30 days from the date the invoice is received by the Client.

If the Scope of Service or the Consultant's services are substantially revised, the estimate of total compensation shall be equitably adjusted per a written agreement. Any fee revisions or substantial scope revisions must be agreed to in writing prior to work commencing.

## ARTICLE IV – TERM OF AGREEMENT

This contract shall be for a term of one year, beginning January 1, 2022 and ending December 31, 2022 unless amended or terminated by either party, with or without cause, at any time upon the giving of at least 90 days prior written notice of its election to terminate to the other party. In the event termination occurs, the Consultant agrees to complete the current assignment(s) and the city agrees to pay the Consultant for service performed in accordance with the terms of this Agreement through the cancellation date.

## PROPOSED SCOPE OF SERVICES

**MKSK**

Thank you for the opportunity to continue our long-standing relationship with the city of New Albany,

Sincerely,



---

Chris Hermann, AICP  
Principal

Accepted by:

---

Joe Stefanov  
City Manager

---

Law Director

Attachment: MKSK Terms and Conditions



## RESOLUTION R-65-2021

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE CITY OF NEW ALBANY, OHIO WITH PENTELLA UNLIMITED, TO PROVIDE ECONOMIC DEVELOPMENT MARKETING SERVICES TO THE CITY**

**WHEREAS**, the City of New Albany wishes to provide for presentation materials, public relations, digital marketing and special projects directly related to economic development.

**WHEREAS**, in addition to its involvement in special projects, Pentella Unlimited provides design input and market research for business attraction and retention strategies.

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

**Section 1.** The city manager is hereby authorized to execute an agreement for services with Pentella Unlimited billed for the period January 1, 2022 through December 31, 2022 (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 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 \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

Approved as to form:

---

Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 12/03/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

PROPOSED

**Exhibit A – R-65-2021**

**CONTRACT FOR PROFESSIONAL SERVICES  
Marketing Communications Services**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of New Albany ("the City") and Pentella Unlimited, Inc. ("the Consultant").

**I. SCOPE OF SERVICES**

- A. The Consultant shall provide marketing communications services to the City.
- B. The Consultant shall provide advice and recommendations related to all forms of communications, including but not limited to brand asset development, competitor analysis, media relations, all channel communications strategies and tactics related to the attraction of new business and the retention of existing businesses in New Albany.
- C. The Consultant will provide marketing communications consulting on an as-needed basis to the client to recommend solutions and address public relations issues and provide necessary design files to Client.
- D. The Consultant will provide ongoing marketing services that include:
- Next, business park e-newsletter for employers/employees
  - Business Development E-Blasts to site selectors, developers, prospects
  - Guest columns in *This Week or Healthy New Albany* magazine
  - General website updates
  - Updated Business Park Case Studies
  - Biannual Business Park CEOs Letter
- E. The Consultant will provide general marketing communications services in 2022 on a schedule approved by the City to include copy and design (not print production) for:
- Annual Economic Development Year in Review
  - Consultant Direct Mailer
  - Update Economic Development Photo Library
  - High-Tech Manufacturing & Logistics Video
  - Residential spring and fall direct mail
  - Stakeholder Interviews/Summary Report
  - Survey to Business Park Human Resource Officers
  - COTA SmartRide Promotion

## **II. PERFORMANCE SCHEDULE**

This Contract shall begin on January 1, 2022, and continue through December 31, 2022, and may be renewed for subsequent calendar years, subject to the approval of the City of New Albany and subject to the availability of appropriate funds as authorized by the City's annual operating budget.

## **III. CITY RESPONSIBILITIES**

The City shall be responsible for providing the following under this Contract.

- A. Assist the Consultant by placing at its disposal all available information necessary for the Consultant to faithfully perform their obligation under this contract.
- B. Provide prompt written notice to the Consultant whenever the City observes or is made aware of the Consultant's default or non-conformance with this Agreement and afford the Consultant reasonable opportunity to correct such defect or non-conformance.
- C. Use its best efforts to secure release of other data held by others necessary for the Consultant to perform his obligations under this Contract.

## **IV. CONSULTANT RESPONSIBILITIES**

The Consultant shall be responsible for providing the following under this Contract.

- A. Consultant shall, after termination or resignation of services under this Contract, provide the City with all desired files and documents created during the course of this Contract.
- B. The Consultant shall observe strict confidentiality in relations with all other parties regarding all of the City's proprietary information and regarding any other information obtained in connection with representation of the City. The Consultant shall not release, distribute, publish, or otherwise make available to third parties any confidential information without express written consent of the City.
- C. The Consultant shall notify the City, in writing, when a conflict of interest has or may arise which would preclude the Consultant from performing the services required under this Contract. In all other aspects of the services provided, the Consultant shall act without malicious intent, discrimination, harassment, reckless disregard, or negligence in performing its duties and in relations with the public on the City's behalf.

# PentellaUnlimited

614 562 2401  
845 North High Street, Suite 310  
Columbus, Ohio 43215  
pentellaunlimited.com

## V. COMPENSATION

The Consultant shall be compensated \$110,000 annually by payment for services based upon the hourly costs and reimbursable expenses as noted in the fee schedule below.

Copywriting	\$200.00 per hour
Creative Direction/Design	\$200.00 per hour
Editing	\$100.00 per hour
Production	\$100.00 per hour
Mileage	IRS standard rate
Printing	Included based on initial estimates
Postage	Not included

## VI. METHOD OF SCHEDULE OF PAYMENT

The Consultant shall submit invoices monthly to the City for services rendered through the previous month. The City agrees to pay within thirty (30) days of the receipt of a valid invoice. Invoices shall indicate the purchase order number. Reimbursable expenses, if any, will be identified on each invoice.

## VII. TERMINATION

This Contract may be terminated by either party upon sixty (60) days written notice. Should the Consultant be terminated, they shall be paid all compensation due, up to the date of termination.

## VIII. CHANGES IN SCOPE OF SERVICES

The City may, from time to time, require changes in the scope of services to be performed by the Consultant. Such changes will be estimated and approved by the Client before work is commenced.

## IX. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Ohio.

The Consultant shall not assign their responsibilities under this Agreement to third parties without the written consent of the City.

# PentellaUnlimited

614 562 2401  
845 North High Street, Suite 310  
Columbus, Ohio 43215  
pentellaunlimited.com

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or verbal.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

In any event any one or more of the provisions contained in this Agreement shall, for any reason, be determined to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

In witness thereof and in accordance with the authority granted, the parties hereto have executed the Agreement in duplicate originals on the day and year here above written.

BY SIGNING THIS AGREEMENT, CONSULTANT ACKNOWLEDGES AND AGREES THAT IT HAS BEEN INFORMED THAT THE CITY OF NEW ALBANY, OHIO HAS CLASSIFIED IT AS AN INDEPENDENT CONTRACTOR AND THAT IT HAS BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON ITS BEHALF FOR THESE SERVICES.

Pentella Unlimited

Cheryl Pentella  
Partner

CITY OF NEW ALBANY

Approved as to form

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Joseph Stefanov  
City Manager

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Mitchell Banchefsky  
City Law Director





## RESOLUTION R-66-2021

### A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A 2022 HEALTH SERVICES CONTRACT BETWEEN THE CITY OF NEW ALBANY, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH

**WHEREAS**, the City of New Albany is required to provide public health services including plumbing inspection services in the City of New Albany, and

**WHEREAS**, the District Advisory Council of the Franklin County General Health District will provide such services.

**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 contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health to provide public health services on behalf of the City of New Albany for the period of January 1, 2022, through December 31, 2022. See attached Exhibit A.

**Section 2:** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution 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 all legal requirements, including Section 121 of the Ohio Revised Code.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

---

Mitchell H. Banchevsky  
Law Director

**Legislation dates:**

Prepared: 11/30/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

**Exhibit A - R-66-2021**

**CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF NEW ALBANY

This contract entered into by and between the City of New Albany (hereafter referred to as "City"), with its principal address being 99 West Main Street, New Albany, Ohio 43054, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2022 Public Health Services under the approval of Resolution No. 21-138, dated September 22, 2021.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 25, 2021, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

**SECTION 1 – SERVICES**

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

**SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2022 and ending December 31, 2022 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

**SECTION 3 – COMMUNICATION**

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

**SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.32.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2022 and 50% of the total contract amount in June 2022 through the process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the

Settlement Officer of the Franklin County Auditor. The sum for 2022 shall not exceed \$102,231.08, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards and certified by the American Society of Safety Engineers (ASSE) as Medical Gas Inspectors.

The City, through its Building Department, shall issue permits and collect fees for such plumbing and medical gas permits. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing and medical gas permit fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

#### **SECTION 6 – APPROVAL**

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF NEW ALBANY, OHIO

\_\_\_\_\_  
Joseph Stefanov, City Manager Date

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney Date  
Attorney for the District Advisory  
Council of the Franklin County General Health District

\_\_\_\_\_  
City Attorney Date  
City of New Albany, Ohio

**FINANCIAL CERTIFICATE**

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

\_\_\_\_\_  
Fiscal Officer  
City of New Albany, Ohio

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2022 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

<b>List of Functions, Programs and Services</b>	
<b>Administrative Services:</b>	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
<b>Data Services:</b>	
Community Health Assessment	
Health Data	
<b>Environmental Health:</b>	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
<b>Emergency Preparedness:</b>	
Community Outreach and Education	



Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
<b>Health Promotion:</b>
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
<b>Health Systems &amp; Planning:</b>
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
<b>Immunization Services:</b>
Childhood and Adult Vaccine Administration Services
<b>Occupational Health:</b>
Immunizations and screenings - Fee for Service
<b>Maternal &amp; Child Health:</b>
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.



## RESOLUTION R-67-2021

### A RESOLUTION TO AMEND, RENEW AND EXECUTE THE EMPLOYMENT AGREEMENT WITH THE CITY MANGER FOR 2022- 2024

**WHEREAS**, after evaluation of the city manager, council has determined that Joseph Stefanov has again met council's goals and objectives for the manager and, by this resolution, hereby authorizes the renewal of the amended Employment Agreement with Joseph Stefanov for 2022-2024.

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

**Section 1:** Council hereby finds that the continued employment of Joseph Stefanov as city manager is in the best interest of the city and is necessary to promote the public health safety and welfare.

**Section 2:** Joseph Stefanov's employment shall be continued under the terms and conditions set forth in the amended Employment Agreement herein attached as Exhibit A.

**Section 3:** Council hereby authorizes the execution of the amended Employment Agreement with Joseph Stefanov.

**Section 4:** 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 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 all legal requirements, including Section 121 of the Ohio Revised Code.

**Section 5:** Pursuant to Article 6.07 of the New Albany Charter, this resolution shall take effect upon adoption.

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

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Sloan T. Spalding  
Mayor

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Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

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Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 11/30/2021

Introduced: 12/14/2021

Revised:

Adopted:

Effective:

## **Exhibit A – R-67-2021**

### **EMPLOYMENT AGREEMENT**

The City of New Albany, an Ohio Municipal Corporation, (hereinafter called "City"), hereby agrees to employ Joseph F. Stefanov as City Manager (hereinafter called the "Manager") to perform the functions and duties of the City Manager as set forth in the City Charter, the New Albany Codified Ordinances and such other statutory and legally permissible duties and functions as Council shall direct or assign. The Manager agrees to accept such employment under the terms and conditions hereinafter set forth.

#### **SECTION 1. SALARY AND EVALUATION**

A. Council shall determine the Manager's base rate of compensation annually for calendar year 2022 and in each subsequent contract year, in addition to any cost of living increase given to non-union City employees during such period. The Manager shall also be eligible for a merit-based performance adjustment as Council may determine. Any such merit-based performance adjustment shall be independent of the base rate of compensation and shall be based on the Manager's successfully addressing goals established by Council. Additionally, any such merit-based performance adjustment shall not serve to increase the Manager's base rate of compensation in subsequent contract years. Nothing contained herein shall limit Council's ability to modify the Manager's base rate of compensation. The Manager's compensation shall be payable in installments at the same time as other City employees are paid.

B. Council shall conduct a formal performance evaluation of the Manager, prior to the expiration of each contract term or at a subsequent time as Council may determine. The evaluation should be discussed with the Manager so as to provide feedback and establish goals and performance objectives for the next contract year. The award of any such merit-based pay performance adjustment will be at the sole and exclusive discretion of Council.

#### **SECTION 2. TRAVEL ALLOWANCE**

The Manager shall be paid a monthly automobile allowance of six hundred dollars (\$600.00) per month in lieu of reimbursement for travel expenses not associated with professional conferences and training.

**SECTION 3. HOLIDAYS, VACATION, SICK LEAVE AND RETIREMENT**

The Manager shall accrue holidays, vacation, sick leave and retirement benefits pursuant to Chapter 155 of the City's Codified Ordinances.

**SECTION 4. LIFE, HEALTH AND LIABILITY INSURANCE**

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

**SECTION 5. PROFESSIONAL DEVELOPMENT**

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

**SECTION 6. DUES AND SUBSCRIPTIONS**

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

**SECTION 7.**            **HOURS OF WORK**

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

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

**SECTION 8.**            **TERM OF AGREEMENT**

A.        The term of this Agreement shall be from January 1, 2022 through December 31, 2024. Notwithstanding any other provisions contained herein, this Agreement will be automatically renewed for additional one (1) year periods, unless Council provides the Manager with ninety (90) days written notice of non-renewal prior to September 30 of any contract year. Any such automatic renewal shall be on the same terms as the previous year's Agreement, provided however that Council may make such modifications as are set forth in Section 1 of this Agreement. The Manager agrees to remain in the exclusive employ of the City during the term of this Agreement or any extension thereof. The Manager agrees not to become employed by any other employer during the term of this agreement, unless Council terminates the Manager during the term of this agreement as provided in Section 9; or, the Manager resigns after proper notice as provided in Section 8 (C); or unless this provision is modified by mutual agreement of Council and the Manager.

B.        Nothing in this Agreement shall prevent, limit, or otherwise interfere with the absolute right of Council, in its sole and exclusive discretion, to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 9, Paragraphs A and B, of this Agreement.

C.        Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from this position with the City. The Manager shall give Council one hundred eighty (180) days written notice should the Manager voluntarily resign this position prior to the expiration of this Agreement or any extensions thereof.

**SECTION 9.**            **SEVERENCE PAYMENT**

A. In the event the Manager is terminated by Council prior to the expiration of this Agreement or any extensions thereof, and if at such time the Manager remains willing to perform the duties of the Manager, then Council agrees to pay the Manager a lump sum cash severance payment equal to twelve (12) months' aggregate salary; provided, however, that if the Manager is terminated for willful failure or refusal to comply with the policies, rules, regulations, standards or direction established by Council, or if the Manager is convicted of an illegal act involving dishonesty, theft or misconduct, then Council shall have no obligation to make such severance payment.

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

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

#### **SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

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

**SECTION 11. GENERAL PROVISIONS**

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

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

D. This Agreement shall become effective commencing January 1, 2022. If executed after such date, this agreement shall apply retroactively to January 1, 2022.

This Agreement is executed this \_\_\_\_\_ day of December, 2021 at New Albany, Ohio.

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

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JOSEPH F. STEFANOV, CITY MANAGER

APPROVED AS TO FORM:

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MITCHELL H. BANCHEFSKY, LAW DIRECTOR



### **Fiscal Officer's Certificate**

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Bethany Staats, CPA, FINANCE DIRECTOR